

STATE OF INDIANA)
)
COUNTY OF ELKHART)

IN THE ELKHART SUPERIOR COURT

CASE NO: _____

IN RE THE ANNULMENT OF:

Name of Filing Spouse
Select One: Husband Wife

And

Name of Responding Spouse
Select One: Husband Wife

FINAL JUDGMENT OF ANNULMENT WITH CHILDREN

The Court having reviewed the Verified Petition for Annulment of Marriage and having held a final hearing in this matter, now finds the following:

1. Parties were married on _____ in a ceremony preformed in _____.
2. _____ has been a continuous resident of Elkhart County for the last three (3) months and has been a continuous resident of the State of Indiana for the last six (6) months prior to the filing of the Verified Petition for Dissolution of Marriage.
3. _____ has been a continuous resident of Elkhart County for the last three (3) months and has been a continuous resident of the State of Indiana for the last six (6) months prior to the filing of the Verified Petition for Dissolution of Marriage.
4. _____ is / is not pregnant.
5. _____ is / is not a member of the military.
6. _____ is / is not a member of the military.

7. There are _____ children of the marriage, namely:

Name	Date of Birth

And _____ is adjudicated the Father of said children.

8. Custody and Care of the Minor Child(ren)

It is in the best interest of the child(ren) that:

The parties shall have joint legal custody over the minor child(ren) with _____ being the primary custodial parent.

_____ shall have sole legal custody of the minor child(ren) and shall be the primary custodial parent.

Other:

9. Parenting Time

Parenting time with the minor child(ren) shall be as follows:

_____ shall have parenting time with the minor child(ren), at a minimum, as set out by the Indiana Parenting Time Guidelines.

The parties agree that it is in the best interests of the minor child(ren) to follow a parenting time schedule that does NOT follow the Indiana Parenting Time Guidelines. Parenting time with the minor child(ren) shall be as follows:

10. **Child Support**

_____ will pay child support in the amount of \$ _____ per week as shown by the attached child support worksheet, beginning on the first Friday following the date of the Decree. All support payments shall be made through direct deposit, the Way2Go Mastercard Debit Card, check/money order/cashier's check sent to the Indiana State Central Collection Unit (PO Box 7130, Indianapolis, IN 46207 7130), by online credit/debit card payment, or with cash at the County Clerk's Office, MoneyGram location, or PayNearMe location. The Court shall issue an immediately activated Income Withholding Order pursuant to IC 31-16-15 to any employer or income provider of the child support Obligor.

_____ shall be responsible for all controlled expenses related to the upbringing of the minor child(ren). *(For use only in cases when parenting time is equally shared.)*

Father shall be responsible for _____% and **Mother** for _____% of annual uninsured medical expenses for the minor child(ren).

_____ will be responsible to pay a child support arrearage in the amount of \$ _____ which has accrued during the pendency of this proceeding. Such arrearage shall be paid in the periodic amount of \$ _____ per week in addition to the current support rendered above, until such arrearage has been satisfied.

NO CHILD SUPPORT. Neither parent is obligated to pay child support. Each parent shall provide direct support for the Child(ren) for those periods when the Child(ren) are in their physical custody.

Child support is not requested at this time because:

11. Health Insurance

The provisions for health insurance maintenance shall be as follows:

- _____ shall maintain medical, dental, and optical insurance as available through employment, or Health Insurance Marketplace, or by government provided insurance for the minor child(ren).
- Health insurance is not available to either parent at a reasonable cost, therefore, neither party is ordered to provide health insurance at this time. In the event that health insurance for the child(ren) becomes available at a reasonable cost to one or both parties, the party to whom such coverage is available shall obtain coverage for the child(ren) within a reasonable time after such coverage becomes available.

12. Taxes

The arrangement for claiming the tax credits, exemptions, and deductions for the minor child(ren) shall be as follows:

- _____ shall be entitled to claim the minor child(ren) for federal, state, and local income tax purposes on an annual basis. The parties shall cooperate to sign all necessary documents that will allow the party claiming the exemptions to do so.
- Parents shall each be entitled to claim the minor child(ren) for federal, state, and local income tax purposes in alternating years. Mother shall be entitled to claim the minor child(ren) in the year _____, and every **odd** / **even** year thereafter. Father shall be entitled to claim the minor child(ren) in the year _____, and every **odd** / **even** year thereafter. The parties shall cooperate to sign all necessary documents that will allow the party claiming the exemption to do so.

13. Joint Debt

The division of jointly held debts shall be as follows:

- Parties have no outstanding debts for which they are responsible.
- _____ shall be solely responsible for the following debts and shall hold _____ harmless from liability, expense, attorney’s fees, and loss which may be

incurred by _____ arising out of _____'s failure to pay such debts.

Name of Creditor	Amount of Debt
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

_____ shall be solely responsible for the following debts and shall hold _____ harmless from liability, expense, attorney's fees, and loss which may be incurred by _____ arising out of _____'s failure to pay such debts.

Name of Creditor	Amount of Debt
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

14. Individual Debt

The individual debt division shall be as follows:

Debts held in _____'s name only:

_____ shall be solely responsible for all debts held in his/her individual name, and all debts incurred by him/her in his/her name since the date of final separation. _____ agrees to hold _____ harmless from liability, expense, attorney's fees, and loss which may be incurred by _____, arising out of _____'s failure to pay such debts.

Other:

Debts held in _____'s name only:

_____ shall be solely responsible for all debts held in his/her individual name, and all debts incurred by him/her in his/her name since the date of final separation. _____ agrees to hold _____ harmless from liability, expense, attorney's fees, and loss which may be incurred by _____, arising out of _____'s failure to pay such debts.

Other:

15. Vehicles

The vehicle division shall be as follows:

There are no vehicles to divide.

_____ shall have possession of the following vehicle(s), and _____ shall execute all documents necessary to transfer title of said vehicles within a reasonable time following the date of this Order:

(Vehicle #1, Make, Model, and Year)

(Vehicle #1, Make, Model, and Year)

_____ shall have possession of the following vehicle(s), and _____ shall execute all documents necessary to transfer title of said vehicles within a reasonable time following the date of this Order:

(Vehicle #1, Make, Model, and Year)

(Vehicle #1, Make, Model, and Year)

All outstanding debts related to the above listed vehicles has been allocated above.

16. Personal Property

The parties personal property division shall be as follows:

The parties have divided all items of personal property.

_____ shall have sole possession of the following items of personal property:

_____ shall have sole possession of the following items of personal property:

17. Marital Residence

The parties are owners of real estate located at

_____ ,

and:

_____ shall retain/take possession and shall become the sole owner of said real estate.

_____ shall vacate marital residence by _____ .

_____ shall be responsible for all payments related to property, taxes, and homeowner's insurance and shall receive the deductions for mortgage interest and taxes.

_____ shall transfer, by Quitclaim Deed, ownership in said real estate to the party retaining possession of the marital residence by _____ .

_____ will refinance the mortgage debt related to the marital residence and make good faith effort to obtain a release of the other party on said debt on the earliest possible date. Upon release of the other party from mortgage debt, the other party shall transfer, by Quitclaim deed, his/her interest in said real estate. The party assuming responsibility for mortgage agrees to hold the other party harmless from all liability, expense, attorney fees, loss, or damages which may be a result of failure to make payments on said mortgage debt.

Other:

The parties are jointly responsible on a lease for a residence located at

_____,
and

_____ shall retain possession of the leased premises, be responsible for the remaining rental payment and fees due under said lease, and agrees to hold the other party harmless for all liability, expense, attorney fees, loss, or damage which may be a result of the failure to make required payments under said lease.

_____ shall vacate the leased residence by _____.

Other:

18. Change of Names

_____ would like the following former name restored and is not a lifetime sex or violent offender or has complied with I.C. 31-15-2-19; _____ shall hereinafter

be known as:

- _____ would like the following former name restored and is not a lifetime sex or violent offender or has complied with I.C. 31-15-2-19; _____ shall hereinafter be known as:

- Neither party requests a name change.

19. Other:

20. The marriage should be declared null and void due to:

- The purported marriage is invalid because unknown to one spouse the other spouse was underage at the time of marriage
- The purported marriage is invalid because unknown to one spouse the other spouse was legally married to a third party at the time of the referenced ceremony
- The purported marriage is invalid because one spouse was coerced (under duress) or convinced to marry by fraud (explain)

- The purported marriage is invalid because one spouse was mentally incompetent at the time of the marriage (explain)

- The purported marriage is invalid because the spouses are more closely related than second cousins
- The purported marriage is invalid because (explain)

21. Findings of the Court

The Court, having held a hearing during which both parties appeared and presented evidence, now finds that the property distribution provisions of this order:

- constitute a presumptive equal division of marital property and is therefore just and reasonable.
- do not constitute the presumptive equal division of marital property, however are, for the reasons set forth below, just and reasonable:

IT IS THEREFORE ORDERED by the court that the parties' marriage is hereby declared null and void.

SO ORDERED _____

Elkhart Superior Court

Distribution:

Address:

Address: