

STATE OF INDIANA        )  
  )  
COUNTY OF ELKHART    )

IN THE ELKHART SUPERIOR COURT 6

CASE NO: \_\_\_\_\_

**IN RE THE MARRIAGE OF:**

\_\_\_\_\_  
Name of Filing Spouse  
Select One:  Husband  Wife

And

\_\_\_\_\_  
Name of Responding Spouse  
Select One:  Husband  Wife

**SETTLEMENT AGREEMENT AND DECREE OF  
DISSOLUTION OF MARRIAGE WITH CHILDREN**

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

1. Parties were married on \_\_\_\_\_, and separated on \_\_\_\_\_.
  
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

*(Additional Names and DOB if needed:)*

**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.)*
  
- \_\_\_\_\_ will be responsible for the first \$\_\_\_\_\_ of annual uninsured medical expenses for the minor child(ren). Thereafter, \_\_\_\_\_ shall be responsible for \_\_\_\_\_% and \_\_\_\_\_ 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.

**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. \_\_\_\_\_ shall be entitled to claim the minor child(ren) in the year \_\_\_\_\_, and every  **odd** /  **even** year thereafter. \_\_\_\_\_ 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.

<b>Name of Creditor</b>	<b>Amount of Debt</b>	<i>(Additional if needed:)</i>
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	

- \_\_\_\_\_ 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	<i>(Additional if needed:)</i>
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	

**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 Make, Model, and Year)*

\_\_\_\_\_  
*(Vehicle 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 Make, Model, and Year)*

\_\_\_\_\_  
*(Vehicle 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, \_\_\_\_\_ interest 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 has suffered an irretrievable breakdown and should be dissolved.

21. The parties mutually represent and acknowledge that the division of property and payment of debts is fair and equitable and each is satisfied with such division.

I affirm under the penalties of perjury that the foregoing representations are true.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Email Address

STATE OF INDIANA

COUNTY OF \_\_\_\_\_

Before me \_\_\_\_\_, a notary public \_\_\_\_\_ County, State of  
Indiana, personally appeared \_\_\_\_\_ and being duly sworn upon  
his/her oath, says that the facts alleged in the foregoing instrument are true.

Date \_\_\_\_\_

Notary Public \_\_\_\_\_

My Commission Expires \_\_\_\_\_

I affirm under the penalties of perjury that the foregoing representations are true.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Email Address

STATE OF INDIANA

COUNTY OF \_\_\_\_\_

Before me \_\_\_\_\_, a notary public \_\_\_\_\_ County, State of  
Indiana, personally appeared \_\_\_\_\_ and being duly sworn upon  
his/her oath, says that the facts alleged in the foregoing instrument are true.

Date \_\_\_\_\_

Notary Public \_\_\_\_\_

My Commission Expires \_\_\_\_\_

**22. Findings of the Court**

This document represents an agreement submitted by the parties for approval by the Court. The parties have submitted a waiver of final hearing and have agreed that the property distribution provisions of this agreement represent a just and reasonable division of the marital estate and debts.

IT IS THEREFORE ORDERED by the court that the parties' marriage is hereby dissolved.

**SO ORDERED** \_\_\_\_\_

\_\_\_\_\_  
Judicial Officer  
Elkhart Superior Court 6

Distribution: