

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**

The parties having submitted a Settlement Agreement and the Court having seen and considered the Verified Petition for Dissolution of Marriage and Verified Waiver of Final Hearing submitted by the parties now approves the following:

1. Parties were married on \_\_\_\_\_, and separated on \_\_\_\_\_.
  
2. Parties have been continuous residents of Elkhart County for the last three (3) months and have been continuous residents of the State of Indiana for the last six (6) months prior to the filing of the Verified Petition for Dissolution of Marriage.
  
3. \_\_\_\_\_ is not pregnant.
  
4. \_\_\_\_\_  is /  is not a member of the military.
  
5. \_\_\_\_\_  is /  is not a member of the military.
  
6. There are no children of the marriage.
  
7. **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.

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

### 8. 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:

9. **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.

**10. 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:

**11. 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:

**12. 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.

13. The marriage has suffered an irretrievable breakdown and should be dissolved.

14. 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 \_\_\_\_\_

**15. 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: