



**We The People**<sup>®</sup>

DOCUMENT PREPARATION SERVICES

## DIVORCE WORKBOOK NO CHILDREN

### PLEASE CHOOSE ONE RESIDENCY OPTION BELOW:

<input type="checkbox"/>	Either you or your spouse has been a resident of New York State for a continuous period of at least two years immediately preceding the commencement of this divorce action?
<input type="checkbox"/>	You were married in New York and either you or your spouse is a resident of New York State and has been for a continuous period of one year immediately preceding the commencement of this divorce action.
<input type="checkbox"/>	You and your spouse have resided in New York State as married persons and either you or your spouse is a resident of New York State and has been for a continuous period of one year immediately preceding the commencement of this divorce action.
<input type="checkbox"/>	The cause for divorce occurred in New York State and either you or your spouse is a resident of NY State and has been for a continuous period of one year immediately preceding the commencement of this divorce action.
<input type="checkbox"/>	The cause of action occurred in New York State and both parties were residents at the time of commencement of this divorce action.

**NOTICE:** Initiating the **QDRO** process while your divorce is pending will help avoid QDRO rejection or complications due to late filing.

**WARNING:** under the **Maintenance Guidelines Law** ([S. 5678/A. 7645], Chapter 269, Laws of 2015), you should be aware that you may be obligated to pay or entitled to receive spousal maintenance for the amounts and times indicated in your **annual income worksheet**, form UD-8(1), and your **maintenance guidelines worksheet**, form UD-8(2). If you request to pay or receive post-divorce maintenance (alimony) **and your spouse will not sign the divorce documents**, you understand and agree that we charge **significant additional fees** prepare the default divorce documents. Also be warned that the court may order you to appear at a divorce hearing (called an inquest) and you may be ordered to show proof of your income amounts. Also, you understand and agree that it is possible that your divorce papers may be returned by the court for additional information from you, causing additional delays in getting your divorce finalized, and additional fees may apply.

**WARNING: if your spouse will not sign the divorce documents**, you can still get a divorce BUT you understand and agree that we will prepare your final divorce papers to conform with all applicable New York state laws and regulations: child support pursuant to CSSA guidelines, alimony pursuant to Maintenance Guidelines (if applicable), and pro-rata division of health insurance premiums, unreimbursed health related expenses, child care expenses, extraordinary expenses, etc. **WARNING: if your spouse will not sign**, you understand and agree that the Court might ask additional questions, your case might be delayed, and additional fees may apply.

**WARNING: Order of Protection/Child Abuse/Child Neglect** - If you or your spouse has been a party to an order of protection and/or child abuse/neglect proceedings, and/or NYS sex offender registration, you understand and agree that your divorce may be delayed by the court and additional fees may apply.

**NOTICE: Gross income** is the total amount a party is paid or his or her total salary before any taxes or deductions for health insurance or other benefits are taken. We will calculate the parties' AGI (adjusted gross income) amount for child support and maintenance purposes based on the 7.65% (6.2% for social security tax and 1.45% for Medicare tax) taxes that are commonly withheld for most taxpayers.

**CUSTOMER SIGNATURE HERE:** \_\_\_\_\_

# INFORMATION ABOUT THE PLAINTIFF:

PLAINTIFF Name \_\_\_\_\_  Male  Female

PLAINTIFF Prior Surname / Maiden Name: (if any) \_\_\_\_\_

Street Address: \_\_\_\_\_

(If you have a PO Box the Court also requires your physical address. Use address line 2 for PO Box info..)

Address 2: \_\_\_\_\_

(If you have an apartment #, include it in Address 2).

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ County: \_\_\_\_\_

Date of birth: \_\_\_\_\_ STATE of birth: \_\_\_\_\_

Social Security #: \_\_\_\_\_ Phone Number : \_\_\_\_\_

(If you do not have an SSN# write "NONE")

PLAINTIFF'S Annual Gross Income: \$ \_\_\_\_\_

(If blank, we will use \$0 as your annual gross income)

## PLAINTIFF'S CONFIDENTIAL INFORMATION:

Plaintiff's Race?  White  Black  Hispanic  Asian  Other \_\_\_\_\_

# of This Marriage For Plaintiff: (1<sup>st</sup>, 2<sup>nd</sup>, etc.)?  First  Second  Third  Fourth  Fifth

If Previously Married How Many Ended by Divorce?  None  One  Two  Three  Four

If Previously Married How Many Ended by Death?  None  One  Two  Three  Four

Plaintiff Highest Grade Level Completed:

**ELEMENTARY**

0 1 2 3 4 5 6 7 8

**HIGH SCHOOL**

1 2 3 4

**COLLEGE**

1 2 3 4 5+

**CUSTOMER SIGNATURE HERE:** \_\_\_\_\_

## INFORMATION ABOUT THE DEFENDANT:

DEFENDANT is in the military?  YES or  NO (If Defendant is in the military, the Defendant must consent to the divorce and the Defendant must sign all divorce papers or we can not help you)

DEFENDANT will sign all divorce papers?  YES or  NO

DEFENDANT Name \_\_\_\_\_  Male  Female

DEFENDANT'S Prior Surname / Maiden Name: (if any) \_\_\_\_\_

Street Address: \_\_\_\_\_  
(The court requires the Defendant's CURRENT address and not a "last known" address.)

Address 2: \_\_\_\_\_  
(If Defendant has a PO Box the Court also requires Defendant's physical address. Use address line 2 for the PO Box info.).  
(If Defendant has a an apartment #, you must include it on address line 2.).

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ County: \_\_\_\_\_

Date of birth: \_\_\_\_\_ STATE of birth: \_\_\_\_\_

Social Security #: \_\_\_\_\_ Phone Number : \_\_\_\_\_  
(If Defendant does not have an SSN# write "NONE")  
(If you don't know Defendant's SSN# write "UNKNOWN")

DEFENDANT'S Annual Gross Income: \$ \_\_\_\_\_  
(If blank, we will use \$0 as Defendant's annual gross income)

### DEFENDANT'S CONFIDENTIAL INFORMATION:

DEFENDANT'S Race?  White  Black  Hispanic  Asian  Other \_\_\_\_\_  
# of This Marriage For DEFENDANT : (1<sup>st</sup>, 2<sup>nd</sup>, etc.)?  First  Second  Third  Fourth  Fifth  
If Previously Married How Many Ended by Divorce?  None  One  Two  Three  Four  
If Previously Married How Many Ended by Death?  None  One  Two  Three  Four

DEFENDANT Highest Grade Level Completed:

ELEMENTARY	HIGH SCHOOL	COLLEGE
0 1 2 3 4 5 6 7 8	1 2 3 4	1 2 3 4 5+
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

CUSTOMER SIGNATURE HERE: \_\_\_\_\_

**WHAT COUNTY WILL THIS DIVORCE BE FILED IN:** \_\_\_\_\_ \*

( PLAINTIFF'S COUNTY OF RESIDENCE OR DEFENDANT'S COUNTY OF RESIDENCE?)

**\*If you are filing in MONTGOMERY COUNTY, answer ALL the questions below (otherwise skip to next box)**

1. Plaintiff's current age: \_\_\_\_\_
2. Plaintiff's current health (circle one):    Excellent -- Good -- Average -- Below Average -- Poor
3. Plaintiff's educational background (describe): \_\_\_\_\_
4. Plaintiff's source(s) of income: \_\_\_\_\_
5. Plaintiff's annual income: \_\_\_\_\_
  
6. Defendant's current age: \_\_\_\_\_
7. Defendant's current health (circle one): Excellent -- Good -- Average -- Below Average -- Poor
8. Defendant's educational background (describe): \_\_\_\_\_
9. Defendant's source(s) of income: \_\_\_\_\_
10. Defendant's annual income: \_\_\_\_\_

**WHAT KIND OF WEDDING CEREMONY?**

**Religious** *or*  **Civil**

**WHERE WERE THE PARTIES MARRIED?**

(city) \_\_\_\_\_, (state) \_\_\_\_\_, (county) \_\_\_\_\_

**DATE OF MARRIAGE:** \_\_\_\_\_

**DO YOU HAVE ANY KIDS 21 YEARS OLD OR OLDER OF THIS MARRIAGE?**

**None**     **One**     **Two**     **Three**     **Four**     **Other** \_\_\_\_\_

**YES - PLAINTIFF WANTS A NO FAULT DIVORCE**

**CUSTOMER SIGNATURE HERE:** \_\_\_\_\_

**WARNING ABOUT SOCIAL SECURITY NUMBERS:**

You MUST disclose the Plaintiff's and Defendant's Social Security Numbers in the divorce documents.  
If you do not know Defendant's Social Security Number, write "UNKNOWN"  
If you or the Defendant do not have Social Security Numbers, write "NONE"

**IMPORTANT QUESTIONS ABOUT FAMILY COURT!**

Are you currently involved in any pending family court litigation about spousal maintenance?  Yes\*  No

If you are currently involved in any family court litigation about maintenance, please answer the following questions:

COUNTY WHERE FAMILY COURT ACTION IS PENDING? \_\_\_\_\_

DOCKET NUMBER(S) OF ALL PENDING CASES? \_\_\_\_\_

ISSUES BEING LITIGATED?  Alimony  Other \_\_\_\_\_

\* additional processing fees apply

**IF THE ABOVE PENDING FAMILY COURT MATTER BECOMES FINALIZED, YOU MUST SUBMIT A COPY OF THE FINALIZED FAMILY COURT ORDER TO OUR OFFICE WITHIN 3 BUSINESS DAYS OF THE DATE OF THE UNSIGNED OR SIGNED ORDER (fax, email or drop off). ONCE YOU DO RECEIVE THE SIGNED FINALIZED FAMILY COURT ORDER, FAX, EMAIL OR DROP IT OFF AS IT IS REQUIRED FOR THE FINAL DIVORCE FILING. PLEASE NOTE, WE WILL NEED TO RETYPE SOME OR ALL OF YOUR DIVORCE FORMS TO REFLECT THE NEW COURT ORDER INFORMATION AND THERE WILL BE AN ADDITIONAL CHANGE FEE.**

**CUSTOMER SIGNATURE HERE:** \_\_\_\_\_

**DO YOU HAVE ANY EXISTING WRITTEN AGREEMENTS?**     Yes     No

(Separation/Settlement Agreement, Pre-Nuptial, Memorandum of Understanding signed & notarized by both parties)

☞ **If NO, SKIP the rest of this page**

☞ **If YES, was the existing written agreement filed in court:**  Yes or  No?

☞ **If NO, you must provide us with the ORIGINAL agreement**

☞ **If YES, you must provide us a COURT STAMPED COPY of the agreement**

**IF YOU HAVE AN EXISTING AGREEMENT, CHOOSE ONLY ONE OPTION BELOW**

**OPTION #1 KEEP OUR EXISTING AGREEMENT EXACTLY THE WAY IT IS:** Leave the agreement exactly the way it is. There is nothing to add, eliminate or change. STOP HERE. You may SKIP the remainder of this workbook. PLEASE SIGN the bottom of every remaining page.

**OPTION #2 AMEND EXISTING AGREEMENT:** Change terms or add a child or children of this union that are not listed in your existing agreement or ADD Assets & Debts not mentioned in your existing agreement. You might not have a "complete" agreement; you might be missing a new child of this union or you might have reserved Child Support for a later date. We will prepare an Amendment to your existing agreement based on your remaining workbook choices] Additional Fee =\$349 Continue to next pages.

**OPTION #3 TERMINATE EXISTING AGREEMENT & MAKE A NEW AGREEMENT:** If you choose this option we will create a new agreement that will terminate and discontinue your old agreement and your new agreement will be based on your remaining workbook choices. (Additional fees = \$349 ) Continue to next pages.

**OPTION #4 KEEP TERMS OF MEMORANDUM OF UNDERSTANDING.** We have a memorandum of understanding & I want the terms of our MOU incorporated into a separation agreement. I require an AGREEMENT BE PREPARED TO KEEP ALL THE TERMS OF OUR MOU. Continue to answer the remaining workbook questions to match your existing MOU & we will create your new agreement based on your remaining choices (Additional fees = \$349 apply) Continue to next pages.

**OPTION #5 TERMINATE TERMS OF MEMORANDUM OF UNDERSTANDING.** We have an MOU & I want all the terms Terminated. I request an agreement be prepared to Terminate all the terms of our MOU & I request a new agreement be prepared based on my remaining workbook choices. Continue to answer the remaining questions (Additional fees = \$349 apply). Continue to next pages.

**OPTION #6 DISREGARD TERMS OF MEMORANDUM OF UNDERSTANDING -** We have a memorandum of understanding. However, both parties agree to disregard the MOU, so the new agreement will be prepared based on your remaining workbook choices. Continue to next page.

\* **WARNING: if your spouse does not agree and will not sign the amendment or new agreement, we will prepare your divorce papers based exactly on your existing agreement.**

**CUSTOMER SIGNATURE HERE:** \_\_\_\_\_

**PAY OR RECEIVE POST-DIVORCE SPOUSAL MAINTENANCE (ALIMONY)?**

Yes or  No

☞ If NO, SKIP the rest of this page

☞ If YES, answer the questions below & then choose OPTION #1 or OPTION #2

**IS THE MAINTENANCE PAYOR'S INCOME OVER \$192,000?**       Yes     No

☞ If YES, answer the question below:

**APPLY** the \$192,000 **maintenance cap** for maintenance calculations & agreement

OR

**WAIVE** the \$192,000 **maintenance cap** for maintenance calculations & agreement

**OPTION #1: STATE GUIDELINE LAW POST-DIVORCE SPOUSAL MAINTENANCE**

YOU shall  **PAY OR**  **RECEIVE** post-divorce spousal maintenance pursuant to the amount determined by the *New York State Maintenance Guidelines Law*

**AND**

**Starting Date:** \_\_\_\_\_ and continuing for the amount of time determined by the *New York State Maintenance Guidelines Law*

**AND**

Maintenance paid *directly* between the parties

or

To the **County Support Collection Unit** AND the payor's employment information is:

PAYOR'S EMPLOYER: \_\_\_\_\_

PAYOR'S EMPLOYER ADDRESS: \_\_\_\_\_

PAYOR'S EMPLOYER PHONE: \_\_\_\_\_

**OPTION #2: DEVIATION POST-DIVORCE SPOUSAL MAINTENANCE AGREEMENT**

YOU shall  **PAY OR**  **RECEIVE** post-divorce spousal maintenance in the agreed amount of:

**How much \$** \_\_\_\_\_ **per month?**

**AND**

**Starting Date:** \_\_\_\_\_ **& Ending Date:** \_\_\_\_\_

**AND**

Maintenance paid *directly* between the parties

or

To the **County Support Collection Unit** AND the payor's employment information is:

PAYOR'S EMPLOYER: \_\_\_\_\_

PAYOR'S EMPLOYER ADDRESS: \_\_\_\_\_

PAYOR'S EMPLOYER PHONE: \_\_\_\_\_

**CUSTOMER SIGNATURE HERE:** \_\_\_\_\_

## INFORMATION PAGE

### **CASES WITH SUPPORT COLLECTION UNIT!**


IF you chose to have your spouse pay your alimony/spousal maintenance through the Support Collection Unit, there will be an additional filing separate from your divorce filing. We are able to do this separate filing for you for an additional fee of \$49.00 which is payable when you get started.

- Yes**, have We The People do this filing for the additional \$49 fee.
- No**, I will do this filing on my own.

***CUSTOMER SIGNATURE HERE:*** \_\_\_\_\_



# ASSETS & DEBTS

 For the division of assets & debts in your Agreement, please complete the following questions or write “NONE”.

## DEBTS:

(IF NONE, PLEASE WRITE “NONE” IN THE BOX BELOW)

NAME OF CREDITOR:	ACCOUNT #: (Last 4 ONLY)	APPROXIMATE BALANCE:	GOES TO: YOU/YOUR SPOUSE
1.		\$	
2.		\$	
3.		\$	
4.		\$	
5.		\$	
6.		\$	

## AUTOMOBILES:

(IF NONE, PLEASE WRITE “NONE” IN THE BOX BELOW)

VEHICLE - YEAR/MODEL	GOES TO: (YOU/YOUR SPOUSE)
1.	
2.	
3.	

***CUSTOMER SIGNATURE HERE:*** \_\_\_\_\_

**BANK ACCOUNTS & FINANCIAL ASSETS:**

(IF NONE, PLEASE WRITE "NONE" IN THE BOX BELOW)

<b>NAME OF BANK ACCOUNT, BROKERAGE, FUND, STOCK, ETC.:</b>	<b>ACCOUNT #: (Last 4 ONLY)</b>	<b>APPROXIMATE BALANCE</b>	<b>GOES TO: YOU/YOUR SPOUSE</b>
1.		\$	
2.		\$	
3.		\$	
4.		\$	
5.		\$	
6.		\$	
7.		\$	
8.		\$	

**BUSINESS INTERESTS:**

(IF NONE, PLEASE WRITE "NONE" IN THE BOX BELOW)

<b>NAME OF BUSINESS</b>	<b>GOES TO: (YOU/YOUR SPOUSE)</b>
1.	
2.	

***CUSTOMER SIGNATURE HERE:*** \_\_\_\_\_

## PENSION PLANS (DEFINED BENEFIT PLANS):

**OPTION #1: (NEITHER PARTY HAS A PENSION OR DEFINED BENEFIT PLAN)**

☞ IF YOU CHOOSE THIS OPTION, SKIP THE REST OF THIS PAGE!!!

**OPTION #2: (KEEPING OUR OWN PENSION OR DEFINED BENEFIT PLAN!)**

The **PLAINTIFF** has a pension plan(s) and the PLAINTIFF's pension plan(s) shall **NOT** be divided.

The **DEFENDANT** has a pension plan(s) and the DEFENDANT'S pension plan(s) shall **NOT** be divided.

☞ IF YOU CHOOSE THIS OPTION, SKIP THE REST OF THIS PAGE!!!

☞ OPTION 3 below is used if the Pension(s) are to be divided by a QDRO (Qualified Domestic Relations Order)

☞ We The People does not prepare QDRO paperwork but we can refer you to a QDRO preparation service.

☞ **NOTICE:** Initiating the QDRO process while your divorce is pending will help avoid QDRO rejection or complications due to late filing.

**OPTION #3: (DIVIDING PENSIONS OR DEFINED BENEFIT PLANS!)**

**The PLAINTIFF has a pension plan with \_\_\_\_\_,**

**ID#:** \_\_\_\_\_, and this pension plan shall be divided via a Qualified Domestic Relations Order (QDRO) at a later date. The DEFENDANT shall be entitled to receive 50% of that portion of the other party's vested accrued benefit under the "Plan", calculated as of the Determination Date (defined below), which is determined by the formula (a/b), where a = the number of months of Service Credit earned by the PLAINTIFF under the Plan during the marriage, from the date of the marriage, until the **commencement of the divorce action** between the parties, and b = the number of months of Service Credit earned by the PLAINTIFF under the Plan in total, up to the date the other party elects, in accordance with Plan procedures, to commence receiving their share of the PLAINTIFF's vested accrued benefit under the Plan (such date shall be known as the "Determination Date").

**The DEFENDANT has a pension plan with \_\_\_\_\_,**

**ID#:** \_\_\_\_\_, and this pension plan shall be divided via a Qualified Domestic Relations Order (QDRO) at a later date. The PLAINTIFF shall be entitled to receive 50% of that portion of the other party's vested accrued benefit under the "Plan", calculated as of the Determination Date (defined below), which is determined by the formula (a/b), where a = the number of months of Service Credit earned by the DEFENDANT under the Plan during the marriage, from the date of the marriage, until the **commencement of the divorce action** between the parties, and b = the number of months of Service Credit earned by the DEFENDANT under the Plan in total, up to the date the other party elects, in accordance with Plan procedures, to commence receiving their share of the DEFENDANT's vested accrued benefit under the Plan (such date shall be known as the "Determination Date").

**CUSTOMER SIGNATURE HERE:** \_\_\_\_\_

## RETIREMENT SAVINGS PLANS (DEFINED CONTRIBUTION PLANS):

**OPTION #1:**

**(NEITHER PARTY HAS RETIREMENT SAVINGS PLANS OR DEFINED CONTRIBUTION PLANS!)**

[Including but not limited to: IRA, 401(k), 403(b), Annuity, Profit Sharing Plan, SEP IRA, Keogh, etc.]

☞ **IF YOU CHOOSE THIS OPTION, SKIP THE REST OF THIS PAGE!!!**

**OPTION #2:**

**(KEEPING OUR OWN RETIREMENT SAVINGS PLANS OR DEFINED CONTRIBUTION PLANS!)**

[Including but not limited to: IRA, 401(k), 403(b), Annuity, Profit Sharing Plan, SEP IRA, Keogh, etc.]

The **PLAINTIFF** has a retirement savings plan(s) and the PLAINTIFF'S a retirement savings plan(s) shall **NOT** be divided.

The **DEFENDANT** has a retirement savings plan(s) and the DEFENDANT'S a retirement savings plan(s) shall **NOT** be divided.

☞ **IF YOU CHOOSE THIS OPTION, SKIP THE REST OF THIS PAGE!!!**

☞ **NOTICE:** Initiating the QDRO process while your divorce is pending will help avoid QDRO rejection or complications due to late filing.

**OPTION #3:**

**(DIVIDING RETIREMENT SAVINGS PLANS OR DEFINED CONTRIBUTION PLANS!)**

The **PLAINTIFF** has a retirement savings plan "**The Plan**" with \_\_\_\_\_, ID#: \_\_\_\_\_, and the DEFENDANT shall receive the following portion of the other party's vested accrued retirement savings under "The Plan", the sum of \$\_\_\_\_\_, plus the share of "The Plan's" net investment yield associated with said sum from "The Plan's" Valuation Date next preceding the commencement of the divorce action between the parties. The parties agree that the Plaintiff shall cooperate with the Defendant in executing any documents necessary to effectuate this agreement. In the event that a Domestic Relations Order shall be necessary to effectuate the transfer of these funds the parties shall equally share the cost of such.

The **DEFENDANT** has a retirement savings plan "**The Plan**" with \_\_\_\_\_, ID#: \_\_\_\_\_, and the PLAINTIFF shall receive the following portion of the other party's vested accrued retirement savings under "The Plan", the sum of \$\_\_\_\_\_, plus the share of "The Plan's" net investment yield associated with said sum from "The Plan's" Valuation Date next preceding the commencement of the divorce action between the parties. The parties agree that the Defendant shall cooperate with the Plaintiff in executing any documents necessary to effectuate this agreement. In the event that a Domestic Relations Order shall be necessary to effectuate the transfer of these funds the parties shall equally share the cost of such.

**CUSTOMER SIGNATURE HERE:** \_\_\_\_\_

# HOME OWNERSHIP - REAL PROPERTY

**OPTION #1: Neither party owns any real property!**

☞ IF YOU CHOOSE THIS OPTION, SKIP THE REST OF THIS PAGE!!!

**OPTION #2: There is no real property subject to equitable distribution!**

☞ We do not want to include our real estate in our agreement. Any real property currently owned by either party or by the parties is currently clearly titled in the manner that the parties want it to stay, and no transfer or judicial adjudication is required regarding any real property currently owned by either party or by the parties. ☞ If you choose this option, skip the rest of this page!!!

**OPTION #3: The Parties own a home/land together at the following address:**

ADDRESS: \_\_\_\_\_.

**OPTION A (KEEP 50/50):**

YOU and YOUR SPOUSE agree to keep ownership of the property 50% - 50% between the parties, *and*  No Mortgage or  Keep Mortgage 50/50 or  YOU will re-fi or  YOUR SPOUSE will re-fi.

**OPTION B (SOLE OWNERSHIP):**

YOU *OR*  YOUR SPOUSE shall be the sole owner of the property, and the other party agrees to execute all necessary documents to transfer ownership of the property as needed, and all parties shall duly execute all documents necessary to formally transfer title to the property to the other party, including, without limitation, an appropriate deed or other conveyance of title, and all other forms necessary to record such deed or other title documents (including the satisfaction or refinance of any mortgage if necessary) to convey ownership of the property no later than the following DATE: \_\_\_\_\_, *and*  No Mortgage or  YOU will re-fi the mortgage or  YOUR SPOUSE will re-fi the mortgage

**OPTION C (BUY-OUT) :**

YOU *OR*  YOUR SPOUSE shall buy the property from the other party for the agreed amount of  \$ \_\_\_\_\_ *OR*  *AN AMOUNT TO BE DETERMINED AT A LATER DATE*, and the selling party agrees to execute all necessary documents to transfer ownership of the property as needed, AND the purchase of the property shall take place no later than the following date: DATE: \_\_\_\_\_, *and*  No Mortgage or  YOU will re-fi the mortgage or  YOUR SPOUSE will re-fi the mortgage

**OPTION D (SELL THE PROPERTY):**

YOU and YOUR SPOUSE agree that the property is to be placed up for sale no later than: DATE: \_\_\_\_\_, *and* YOU and YOUR SPOUSE agree to divide the proceeds from the sale as follows: *YOU* \_\_\_\_\_ % *YOUR SPOUSE* \_\_\_\_\_ %.

**OPTION E (OTHER AGREEMENT):**

YOU and YOUR SPOUSE specifically agree as follows regarding the jointly owned property:

\_\_\_\_\_  
\_\_\_\_\_

**CUSTOMER SIGNATURE HERE:** \_\_\_\_\_

# APARTMENT - RENTED HOME:

**OPTION #1: NO RENTED HOME**

☞ IF YOU CHOOSE THIS OPTION, SKIP THE REST OF THIS PAGE!!!

**OPTION #2: *PLAINTIFF* shall have possession of the rented marital residence, located at the following address: \_\_\_\_\_.**

PLAINTIFF agrees to be responsible for all costs related to the residence, and the PLAINTIFF agrees to remove the DEFENDANT from the lease as soon as possible.

☞ IF YOU CHOOSE THIS OPTION, SKIP THE REST OF THIS PAGE!!!

**OPTION #3: *DEFENDANT* shall have possession of the rented marital residence, located at the following address: \_\_\_\_\_.**

DEFENDANT agrees to be responsible for all costs related to the residence, and the DEFENDANT agrees to remove the PLAINTIFF from the lease as soon as possible.

☞ IF YOU CHOOSE THIS OPTION, SKIP THE REST OF THIS PAGE!!!

**OPTION #4 PLAINTIFF and DEFENDANT have a rented marital residence located at the following address: \_\_\_\_\_.**

**PLAINTIFF & DEFENDANT AGREE AS FOLLOWS REGARDING THE RENTED MARITAL RESIDENCE:**

(If you have a specific agreed upon move out date for the party who is vacating, be sure to indicate that date below)

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**CUSTOMER SIGNATURE HERE:** \_\_\_\_\_

**OTHER ASSETS & STUFF & PERSONAL PROPERTY:**

<b>PERSONAL PROPERTY ITEMS (i.e.: furniture, TV, pets, etc.)</b>	<b>GOES TO: (YOU/YOUR SPOUSE)</b>
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12.	

***CUSTOMER SIGNATURE HERE:*** \_\_\_\_\_