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DIVORCE AGREEMENT

State of Alabama

***BACKGROUND*:**

A. _____ and _____ (known collectively as the "Parties" and individually as a "Party") were legally married on _____, in _____, the County of _____, Alabama. Due to irreconcilable differences that have arisen between the Parties, they agree to live separate and apart from each other, bound by the terms and conditions contained in this Agreement.

B. The Parties have made a full and complete disclosure to each other on all financial matters discussed in this Agreement.

C. The terms of this Agreement are intended to settle the matters contemplated and may be incorporated into a final decree of divorce, unless specific changes are made in any subsequent Divorce Agreements.

D. The Parties have both voluntarily entered into this Agreement and sign of their own will and volition. Both Parties assert and affirm that they are in sound mental health.

IN CONSIDERATION OF the mutual promises and covenants contained in this Agreement, and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged, the Parties agree to the following:

I. LIVING SEPARATE AND APART

1. The Parties have lived separate and apart, both physically and emotionally, since

_____. The Parties have agreed that they will not enter the other's living or work space without prior invitation or approval.

II. MARITAL HOME

2. The marital home owned by the Parties is located at the following address:

_____

3. _____ will transfer their interest in the Marital Home to _____ upon payment by _____ of the sum of $2 (two dollars).

4. _____ waives and releases all rights of homestead, equitable distribution, dower, curtesy, and all other rights, titles, and interests, if any, in and to the Marital Home.

5. _____ has executed or will execute a quitclaim deed conveying their interest in the Marital Home and hereafter _____ will be solely responsible for paying all encumbrances registered against the Marital Home.

6. _____ will indemnify and hold _____ harmless from and against all obligations and expenses, including reasonable attorney's fees, arising out of or related to the Marital Home.

III. ASSETS

7. The Parties acknowledge that they have agreed upon a division of all assets, owned or possessed by them as marital property or separate property. The Parties are in possession of all of those assets to which each is respectively entitled. Accordingly, the Parties agree to incorporate the terms of that property agreement, a copy of which is attached, into this document and neither makes any claim to assets in the possession of the other.

IV. DEBTS

8. The Parties agree that any indebtedness secured against, or attributable to, any item of property that either Party is receiving under this Agreement will be the sole responsibility of the Party receiving the particular property.

9. The Parties agree to divide their marital debts as set out in this Agreement below:

_____

10. Neither Party will incur any further debt or liability on the other Party's credit. Any debt accumulated as of the date of this Agreement is the debt of the individual Party, regardless if the debt was incurred as a result of joint credit.

V. SPOUSAL SUPPORT

11. _____ will pay spousal support in the amount of $2 (two dollars) Monthly to _____ indefinitely until the death of _____. Spousal support payments will begin on _____ and will be paid on the on the 1st (first) of each month.

VI. EQUITABLE DISTRIBUTION RELEASE

12. The Parties covenant and agree that they are aware of the equitable distribution laws of Alabama and it is their intention that the equitable distribution laws will not apply to the status, ownership, interest, and division of their property, either jointly or separately owned, nor to their future property, whether real or personal, and owned by either one or both of them, and the Parties further covenant and agree that it is their desire and intent by the terms of this Agreement to contract out of the equitable distribution laws of Alabama and to make a full and final settlement of all matters of property, both real and personal, previously and presently owned by either of the Parties or to be acquired by either of the Parties in the future.

VII. DOWER, CURTESY, AND HOMESTEAD RELEASES

13. Each Party releases all dower, curtesy, and homestead rights under any statute of Alabama, or any other jurisdiction whatsoever, that, but for this agreement, each would have in and to property in the name of the other, or in their names jointly or as tenants in common.

VIII.

IX.

14.

X. GENERAL RELEASE

15. Each Party releases all claims whatsoever and however arising, whether under the laws of Alabama or any other jurisdiction, including and without limiting the generality of the foregoing, whether arising by statute or at common law and including actions found on constructive trust, resulting trust, or unjust enrichment, which such Party may now or hereafter have or acquire or be entitled to against the property of the other Party, however and whenever acquired, including and without limiting the generality of the foregoing, real property, personal property, any income from such property or assets of the other Party and any increase in the value of such property, or against the estate of the other Party, but if any such action should be brought, the provisions of this Agreement may be pleaded as an answer to any claim asserted and will constitute a full and complete defense thereto.

XI. GENERAL PROVISIONS

16. The Parties will promptly sign and give to the other all documents necessary to give effect to the terms of this Agreement.

17. This Agreement contains the entire agreement between the Parties about their relationship with each other. It replaces any earlier written or oral agreement between the Parties.

18. Should any portion of this Agreement be held by a court of law to be invalid, unenforceable, or void, such holding will not have the effect of invalidating or voiding the remainder of this Agreement, and the Parties agree that the portion so held to be invalid, unenforceable, or void, will be deemed amended, reduced in scope, or otherwise stricken only to the extent required for purposes of validity and enforcement in the jurisdiction of such holding.

19. The Parties may only amend this Agreement in writing after both Parties have obtained legal advice on the changes.

20. In the event that a dispute arises regarding this Agreement, the Parties will try to resolve the matter through negotiation or mediation before initiating a court action.

21. Notwithstanding that the Parties acknowledge and agree that their circumstances at the execution of this Agreement may change for any reason, including but without limiting the generality of the foregoing, the passage of years, it is nonetheless their intention to be bound strictly by the terms of this Agreement at all times.

22. This Agreement creates a fiduciary relationship between the Parties in which each Party agrees to act with the utmost of good faith and fair dealing toward the other in all aspects of this Agreement.

23. The Parties agree to provide and execute such further documentation as may be reasonably required to give full force and effect to each term of this Agreement.

24. The headings of this Agreement form no part of it and have been included only for convenience.

25. This Agreement will be binding upon and will ensure to the benefit of the Parties, their respective heirs, executors, administrators, and assigns.

26. If the Parties reconcile, the terms of this Agreement will remain in effect unless the Parties revoke it in writing.

27. This Agreement may only be terminated or amended by the Parties in writing signed by both of them.

28. The law of Alabama will govern the interpretation of this Agreement, and the status, ownership, and division of property between the Parties wherever either or both of them may from time to time reside.

IN WITNESS WHEREOF the Parties have duly affixed their signatures.

SIGNED by _____:

_____
_____

_____
DATE

In the presence of:

_____
WITNESS

_____
WITNESS

SIGNED by _____:

_____
_____

_____
DATE

In the presence of:

_____
WITNESS

_____

WITNESS

ACKNOWLEDGMENT

State:_____

County: _____

I, Attorney, within and for said County and State, do certify that on this day came before me, _____, personally known to me, whose name is signed to the foregoing Separation Agreement and that _____ entered into this Separation Agreement of their own free will and volition without any force or duress by any Party.

Given my hand and seal this _____ day of _____, _____.

_____
ATTORNEY

ACKNOWLEDGMENT

State:_____

County: _____

I, Attorney, within and for said County and State, do certify that on this day came before me, _____, personally known to me, whose name is signed to the foregoing Separation Agreement and that _____ entered into this Separation Agreement of their own free will and volition without any force or duress by any Party.

Given my hand and seal this _____ day of _____, _____.

_____

ATTORNEY