

INSTRUCTIONS FOR FILING UNCONTESTED DIVORCE WITH NO MINOR CHILDREN

This is the form packet for people who want to file their own divorce in the Lookout Mountain Judicial Circuit, and who do not have any minor children together with their spouse, and no children are expected. If you and your spouse have minor children together, you may not use this form packet. Instead, you must use the version for Uncontested Divorce with Minor Children.

In Georgia, if you want a divorce you must file a Complaint for Divorce in the Superior Court of the county in which you and/or your spouse are a resident. You can either hire an attorney who will prepare your case and represent you in Court, or you can use the sample forms included in this packet and represent yourself in Court.

Neither the Clerk of Superior Court, nor any Deputy Clerk, nor the judges or any other Court personnel, are allowed to answer any questions for you concerning the preparation of these forms. In fact under Georgia law, specifically O.C.G.A section 15-19-51 forbids court personnel (including staff attorneys or law clerks, clerk's office staff or sheriff's department staff) to give legal advice or answer legal questions. The only person allowed to help you in the preparation of these forms is a licensed attorney hired to represent you. Please consult an attorney if you have questions about the procedure or what action is best for you to take.

Please keep in mind that these forms are presented as a guide to assist you in the preparation of your divorce papers. It is advisable to speak with a lawyer before filing any action with the Court. A divorce is no exception this rule. There are often more issues involved in a divorce than one might realize if you fail to get legal advice. It is always good to talk to a lawyer if possible. You may need an attorney if:

1. The case becomes contested and/or your spouse has a lawyer.
2. You cannot find your spouse to serve him or her with your papers.
3. You think you will have difficulty getting information and documents from your spouse regarding income, retirement funds, etc.
4. You find the court papers hard to understand.
5. Your spouse will not sign the agreement.
6. You have questions about your divorce.

Please read these instructions and each form carefully. Missing or misreading a word could cause you to make serious errors in your case, placing your rights and the direction of your divorce case in jeopardy. You must fully complete the forms before the Judge will be able to grant you a decree of divorce. Incomplete forms, as well as forms that are improperly filled out, may delay the granting of your divorce. Make sure that you take time to read over all the forms, and understand what is being asked of you in each situation.

Please read and complete the steps listed below in order to complete, file and serve your Complaint for Divorce.

A. Forms that you will need to file:

1. Complete the Domestic Relations Filing Information and Final Disposition form. This form is required. It is used to help the Clerk of Court keep statistical information about the number and types of cases decided in our local court.

The filing information form:

- a. In the top line fill in the court where you are filing and date filed.
- b. In the second line fill in the names of the Plaintiff and Defendant.
- c. Check the box which says Pro Se which will indicate that you are representing yourself without an attorney.
- d. In the left hand box check the box which indicates that this is a divorce action.

The final disposition form.

The purpose of this part of the form is to show how the case ended. Do not fill this part out until matter has been concluded.

- a. In the top line fill in only the County where the case was disposed of.
- b. Write your name as the Reporting Party.
- c. Write down the Plaintiff and Defendant's full names.
- d. Check box which states Pro Se since you are representing yourself.

2. Complete the Complaint for Divorce without Children

3. Summons

Complete the Summons form. You are swearing that everything you said in your Complaint for divorce without Children is true. The Summons notifies the Defendant that if an answer is not filed with the Court within thirty (30) days of service, then a judgment by default can be entered against the Defendant.

4. Complete the Verification form

The Verification form must be filed with the Complaint for Divorce without Children. Note that by signing the Verification, you are swearing under oath that the information you have provided in the Complaint for Divorce without Children is true. You will need to sign this Verification in the presence of a Notary Public.

5. There are three (3) forms that can be used to indicate that the Defendant has been served with the Complaint for Divorce without Children:
 1. Sheriff's Entry of Service
 2. Acknowledgment of Service, or
 3. Publication paperwork which includes the Affidavit of Diligent Search, Notice of Publication and Order of Publication, Return of Service, and Order Perfecting Service.

Acknowledgment of Service is the easiest and least expensive method, but only if the Defendant is cooperative and willing to sign an acknowledgment form in front of a notary public.

Service by the Sheriff is the usual way for service to be completed. If the Defendant will not sign an Acknowledgment of Service, and you know an address where the Defendant can be served, then you should make arrangements for the Sheriff's Department to serve the papers.

Service by Publication is the method of last resort. If you can find the Defendant, you must use one of the other two methods of service. If you have to serve the Defendant by publication, there are limitations on your divorce case because the Court will not have personal jurisdiction over the Defendant. You will not be able to get certain kinds of relief as part of the divorce, such as child support and alimony. To serve by publication you must prepare and file three (3) forms:

- a. Affidavit of Diligent Search
 - b. Notice of Publication, and
 - c. Order of Publication, Return of Service, Order Perfecting Service
6. Affidavit of Poverty and Order on Affidavit of Poverty. This form is used only if you are indigent and cannot afford to pay the filing and service fees.
7. Consent to trial thirty (31) days after service and waiver of right to trial by jury.
8. Domestic Relations Financial Affidavit. This document lists the party's income, assets and debts.
9. Settlement Agreement. This document is used if both parties have reached an agreement on all issues except divorce.

10. Final Judgment and Decree of Divorce.
11. Georgia DHR Report of Divorce, Annulment or Dissolution of Marriage and Child Enforcement State Case Registry Form.

B. Fees.

If you are unable to afford the fees you will need to submit an Affidavit of Poverty and Order on Affidavit of Poverty. This form is used only if you are indigent and cannot afford to pay the filing and service fees.

Unless you are able to have your filing fee waived, there is a filing fee in the Lookout Mountain Judicial Circuit. You must pay this fee when you file your Complaint for Divorce without Children. Additionally there is a fee to the Sheriff's Department for serving you papers. If you are serving your spouse by publishing an ad in the newspaper, you are responsible for paying the cost of the newspaper ads.

C. File your forms.

After you have completed, signed, copied and sorted all your paperwork you are ready to file your case. You should make two (2) copies of all of your documents. Give the clerk your original and the two (2) copies. The clerk will assign a number to your case and will write in the number on you documents. The original will remain with the Clerk and one (1) copy will be given to your spouse and the other one used for your records. Please be aware that you may have to efile your documents. If so, check with the Clerk's office on the proper procedures to do so.

D. Arranging for Service.

Service is the required formal process of notifying the Defendant that the divorce action has been filed. There is basically three (3) ways for service to be completed:

1. The Defendant signs an Acknowledgment of Service
2. Service by the Sheriff's department or other approved process server
3. Publication.

E. Go to Court on the appointed date.

After you have filed your case, and the Defendant has been properly served, you are ready for the next step - the final hearing.

If you have a signed Settlement Agreement, then you may arrange to have the

final hearing take place any time at least thirty-one (31) days after the Defendant was personally served (or the Acknowledgment of Service was filed with the Clerk). You must also have signed and filed a consent to trial thirty (31) days after service.

If you do not have a signed Settlement Agreement, then your final hearing may take place any time at least forty-six (46) days after the Defendant was personal served (or Acknowledgment of Service was filed with the Clerk). If service was by publication, the hearing may take place any time after Sixty-one (61) days from the date of the first publication.

To determine the appropriate court date go to the official website for the Lookout Mountain Judicial Circuit at www.lmjc.net and check the calendar to determine the next circuit date in the appropriate county after said period.

On the appropriate date go to the Clerk's Office and inform them that you are there for a final hearing on an uncontested divorce. The Clerk will then pull your file and give to the Court.

F. Dialogue for An Untested Divorce Decree:

When the Judge calls the name of your case, come forward to the place designed and when told by the Court to proceed, use essentially the following dialogue:

You will be asked to raise your right hand and take an oath to tell the truth.

1. My name is _____ and my spouse's name is _____ .
2. I have lived in _____ County for at least the past six (6) months and/or my spouse has lived in _____ County for the past six (6) months._____.
3. My spouse and I were married on or about _____ and we separated on or about _____.
4. Our marriage is irretrievably broken, there are no hopes for reconciliation, and we cannot and will not live together in the future.
5. There are no minor children born of this marriage and none are expected.
6. My spouse and I have entered into a Settlement Agreement settling all issues except that of divorce.
7. I am asking that the Judge adopt the Settlement Agreement made between me and my spouse and I am asking the Judge to grant a divorce decree.
8. If applicable: I am asking the Judge to restore my maiden (or my spouse's) or

prior name, which is:_____.

9. When the Judge has signed the decree, it is appropriate to say, "Thank you, your Honor, may I be excused?" If the Judge replies, "yes", you may leave.

G. Receive the final judgment.

Your case is not final until the Judge signs the final order in the case and it is filed with the Clerk. Once approved, the judge will sign the Final Judgment and Decree.

Domestic Relations Case Filing Information Form

Superior Court County _____ Date Filed _____
MM-DD-YYYY

Docket # _____

Plaintiff(s)

Defendant(s)

Last First Middle I. Suffix Prefix Maiden

Plaintiff/Petitioner's Attorney ___ Pro Se

Last First Middle I. Suffix

Check Case Type (one or more)

- ___ Divorce (includes annulment)
- ___ Separate Maintenance
- ___ Adoption
- ___ Paternity (includes legitimation)
- ___ Interstate Support Enforcement Action
- ___ Domestication of Foreign Custody Decree
- ___ Family Violence Act Petition

MODIFICATION

- ___ Modification - Custody and/or Visitation
- ___ Modification - Child Support and Alimony
- ___ Modification - Child Support
- ___ Modification - Alimony

CONTEMPT

- ___ Contempt
- ___ Contempt
- ___ Contempt
- ___ Contempt
- ___ Other Domestic Contempt

___ Other Domestic Relations Specify _____

FAMILY VIOLENCE

Additional Information -
Ex Parte Relief

Did the initial pleading include a request for relief

1. From alleged family violence
2. Was ex parte relief requested
3. Was ex parte relief granted

IN THE SUPERIOR COURT OF _____ COUNTY
STATE OF GEORGIA

_____,)
Plaintiff,) CIVIL ACTION FILE
v.)
_____,) NO. _____
Defendant.)

COMPLAINT FOR DIVORCE WITHOUT CHILDREN

Now comes the Plaintiff, _____, comes before this Court and shows this Court as follows:

SUBJECT MATTER JURISDICTION (Check a or b)

___ a. The Plaintiff is a citizen and resident of _____ County, Georgia, and has been a resident for six (6) months prior to the date of filing of this Complaint for Divorce.

___ b. The Plaintiff is not a resident of the State of Georgia, but Plaintiff's spouse has been a citizen and resident of _____ County, Georgia, for six (6) months prior to the date of filing of this Complaint for Divorce.

VENUE (Check a, b, c, d, e, or f)

My spouse's name is _____, and he/she is the Defendant in this action.

___ a. The Defendant is a resident of _____ County and is subject to the jurisdiction of this Court.

___ b. The Defendant is a resident of Georgia in _____ County, but the Defendant and I lived together in _____ County at the time we separated, I

still reside in _____ County, and the Defendant has only moved away from _____ County with the past six (6) months before the date of my filing this action.

___ c. The Defendant is a resident of Georgia in _____ County, and I live in _____ County. The Defendant has acknowledged service of process and consented to the jurisdiction and venue of this Court.

___ d. I am filing my Affidavit of Due Diligence with Complaint, incorporate it here by reference.

___ e. The Defendant is not a resident of the State of Georgia, but I am a resident of _____ County, Georgia, and

_____ 1. Defendant is formerly a resident of the State of Georgia and currently resides in the State of _____.

_____ 2. The Defendant never resided in the State of Georgia and currently resides in the State of _____,

_____ 3. The Defendant has acknowledged service of process and consented to the jurisdiction and venue of this Court.

Service of Process

The Defendant shall be served in the following manner: (Check either a, b or c)

___ a. The Defendant has acknowledged service of process.

___ b. The Defendant may be served by the Sheriff's Department at the Defendant's residence/work address:

____ c. The Defendant's whereabouts are unknown to me.

Date of Marriage (Check a or b)

____ Plaintiff and Defendant were lawfully married on _____.

____ Plaintiff and Defendant are common law married, having entered into a common law marriage. *Note: Common law marriage was abolished in Georgia on January 1, 1997.*

Date of Separation

The Defendant and I separated on _____ and have remained in a bona fide state of separation since that date.

Minor Children of the Marriage

There are no minor children born as issue of the marriage between the parties and none are expected.

Grounds for Divorce

The Plaintiff is entitled to a divorce from the Defendant upon the statutory grounds that the marriage between the parties is irretrievably broken and there is no hope of reconciliation, O.C.G.A section 19-5-3 (13).

Settlement Agreement

The parties have entered into a settlement agreement that resolves all issues as to an equitable division of property and debts.

WHEREFORE, the Plaintiff respectfully requests:

1. That the Plaintiff be awarded a total divorce from the Defendant upon the grounds alleged.
2. That the Court adopt the Settlement Agreement filed with this action.

3. That the Plaintiff/Defendant name be restored to former name, which was:_____.

4. For such other specific and equitable relief as the Court may determine and consider equitable and appropriate.

Respectfully submitted,

Plaintiff
(Signature)

Plaintiff's Address

Plaintiff's Telephone Number (s)

IN THE SUPERIOR COURT OF _____ COUNTY
STATE OF GEORGIA

_____,)
Plaintiff,) CIVIL ACTION FILE
v.)
_____,) NO. _____
Defendant.)

SUMMONS

To the above named Defendant:

You are hereby summoned and required to file with the Clerk of said Court and serve upon _____, the pro se Plaintiff, whose address is:

an answer to the Complaint for Divorce without Children which is hereby served upon you, with thirty (30) days after service of this summons upon you, exclusive of the day of service. If you fail to do so, a judgment by default will be taken against you for the relief demanded in the Complaint.

This _____ day of _____, 20_____.

Clerk of Superior Court, _____ County

IN THE SUPERIOR COURT OF _____ COUNTY
STATE OF GEORGIA

_____,)
Plaintiff,) CIVIL ACTION FILE
v.)
_____,) NO. _____
Defendant.)

CONSENT TO TRIAL 31 DAYS AFTER SERVICE AND WAIVER OF RIGHT TO TRIAL BY JURY

Both of the above parties, as indicated by their signatures below, waive their right to trial by jury and consent to the hearing and granting of a divorce in this action any time thirty-one (31) days after the filing of the acknowledgment of service or after service having been perfected.

Plaintiff, pro se
(Sign in the presence of Notary Public)

Sworn to and subscribed before me
This _____ day of _____, 20__.

_____,
Notary Public, State of Georgia

My Commission Expires:_____.

Defendant, pro se
(Sign in the presence of Notary Public)

Sworn to and subscribed before me
This _____ day of _____, 20__.

_____,
Notary Public, State of Georgia

My Commission Expires:_____.

IN THE SUPERIOR COURT OF _____ COUNTY
STATE OF GEORGIA

_____,)
Plaintiff,) CIVIL ACTION FILE
v.)
_____,) NO. _____
Defendant.)

DEFENDANT'S ACKNOWLEDGMENT OF SERVICE AFFIDAVIT OF WAIVER OF VENUE AND PERSONAL JURISDICTION

I _____ (Name) the named Defendant in the above-styled case, after being duly sworn do hereby depose and say that I am a resident of _____ County, _____ (State) and that the Plaintiff in the above styled case is a resident of _____ County, Georgia. I affirm that I have received a copy of said Complaint for Divorce without Children, and I hereby waive any and all further notice, service, and issuance of process.

After being duly informed that I have a constitutional right to a trial by judge or jury on the above matter in the county of my residence, and with that knowledge, I hereby expressly wave any right to venue in the county of may residence, and consent to venue and personal jurisdiction in the county of this Superior Court.

Defendant, pro se
(Sign in the presence of Notary Public)

Notary Public
Sworn to and subscribed before me
this _____ day of _____, 20____.

IN THE SUPERIOR COURT OF _____ COUNTY
STATE OF GEORGIA

_____,)
Plaintiff,) CIVIL ACTION FILE
v.)
_____,) NO. _____
Defendant.)

SETTLEMENT AGREEMENT

Pursuant to the laws of the state of Georgia, this agreement is made and entered into by _____, (referred to herein as "husband"), and _____, (referred to herein as "wife").

WHEREAS, the parties to this agreement are husband and wife and were married on _____;

WHEREAS, the parties are desirous of settling all issues between them relating to their statutory and moral obligations to make adequate and sufficient provisions by written agreement as to the parties' legal obligations, to make equitable settlement of all property rights between them, and further, the parties are desirous that this agreement shall become part of any final divorce decree which may be entered, and that the same shall be submitted to the court for the court's approval with a request that the court shall firmly provide in the final divorce decree that this agreement had adequately and sufficiently made an equitable settlement of the parties' property rights;

WHEREAS, _____ has/will institute the above captioned action against the _____ in the Superior Court of _____ County, Georgia and both parties hereby waive venue, service of process or further notice of any hearing;

WHEREAS, no object of this Settlement Agreement has, as any part of its consideration, the promotion, facilitation or furtherance of the dissolution of this marriage or the granting of a divorce;

NOW THEREFORE, the parties hereby compromise and agree to settle all issues between them; and in compromise of said issues, and in consideration of their mutual promises and other good and valuable considerations, the receipt of which is hereby acknowledged, the parties hereto do therefore contract, covenant and agree, each to the other, as follows:

1. Separation of Parties.

The parties may at all times herein live apart. Each shall be free from interference, authority or control, whether direct or indirect by the other, as fully as if he or she were single and unmarried. Each may reside at such place or places as he or she may elect, provided such place or places is not in controversy of any provision of this agreement or any decree entered in the pending divorce action. The parties each agree that the provisions of this Compromise Agreement will govern their actions during the period of their separation before the entry of a divorce decree, and each agree that the other may rely upon the provisions of this agreement and be relieved of any statutory or common law obligations which each may owe to the other under the marriage laws of this or any other jurisdiction.

2. Mutual Restraining Order.

Both parties agree that they will refrain from harming, harassing, abusing or threatening or bothering the other party in any way, or interfering in any way with the right of privacy of the other party, at any time or place, whether in person or by any other means, including the solicitation or causation of any third party to commit such acts.

3. Alimony.

(Check and complete only one of these, either (a) or (b). Do not check both)

____ a. The wife/husband shall pay to the wife/husband the sum of \$_____ per week/month to be paid beginning on _____ and to continue thereafter until the wife/husband remarries or dies.

____ b. The parties hereby expressly waive alimony for the past, present and future.

4. Division of Real and Personal Property.

(Check and complete only one of these, either (a) or (b). Do not check both.)

____ a. The parties acknowledge that have already made a division of their marital property, including real estate, vehicles, household goods and furnishings, bank accounts, pensions and it is agreed that each party waives any right, title or interest to said property.

____ b. The parties acknowledge that they possess various items of marital property, which shall be divided as provided in this Settlement Agreement. The parties agree to transfer possession and title to their property as follows:

____ 1. Marital Home. The marital home of the parties, located at the following address: _____, shall be conveyed to the _____ in fee simple. The _____ shall be responsible for all taxes,

assessments and mortgage loan payments on the home after the date of _____.

____ 2. Real Estate. The parties own other real property located at the following address: _____, shall be conveyed to the _____ in fee simple. The _____ shall be responsible for all taxes, assessments and mortgage loan payments on the home after the date of _____.

____ 3. Automobiles.

The vehicles owned by the parties shall be transferred or retained as follows:

<u>Year/Make/Model of Vehicle</u>	<u>Vehicle ID # (VIN)</u>	<u>Goes to</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The party listed above for each vehicle shall be responsible for all car loan payments, ad valorem taxes, registration fees and insurance on that vehicle accruing after the following date: _____.

____ 4. Other Personal Property.

The parties own various other items of personal property, which shall be transferred to the party listed below, on or before _____, 20__.

To the Plaintiff:

To the Defendant:

Except as provided in this Agreement, the parties have divided their marital property. Neither party shall claim any of the property in the possession of the other party as of the date of signing this Agreement, except as provided in this Agreement.

5. Division of Debts and Obligations.

Debts and Obligations:

(Check and complete either (a) or (b))

___ a. The parties have no outstanding joint or marital debts.

___ b. The responsibility for payment of the parties joint and marital debts shall be as follows:

Creditor	Amount	Responsible Party
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____

The responsible party listed above for each debt shall hold the other party harmless for any collections on that debt. If legal action is brought against the other party to recover that debt, the responsible party shall indemnify or hold the other party harmless and, in addition, to pay all attorneys' fees and costs of collection which the other party may incur as a result of the legal action.

6. Waiver of All Other Rights and Claims.

Each party hereby waives and releases any right or claim including, but not limited to, the right of year's support and any right of inheritance pursuant to the laws of intestacy that they may have against the other or their estate by reason of their marriage except for those rights and claims for which this agreement provides. Both parties waive any legal right they may have to be appointed administrator of the estate of the other. Except as otherwise specifically provided herein, the parties release and discharge the other party from any and all claims and liabilities of any nature, including, without being limited to, alimony of any type or nature for the benefit of either party, and any claim for further debt allocation or property division.

7. Law Governing Agreement.

This agreement, its application and interpretation, shall be governed entirely and exclusively by the laws of the State of Georgia.

8. Agreement Binding on Estate and Privies.

This agreement shall be fully binding on the parties, their heirs, legatees, executors, administrators, and assigns.

9. Future Modifications of Agreement.

Both parties expressly reserve all rights they may have to modify the terms of this agreement under the laws of this state or any other state. Except for the rights of modification which have hereby been expressly reserved, no modification or waiver of any of the terms of this agreement shall be valid unless in writing and signed by both of the parties. Nor shall the parties attempt to waive, whether orally or in writing, any provisions contained herein whose subject matter refers to issues solely in the power and discretion of any Court having subject-matter jurisdiction thereof. No waiver of any breach hereof or default in any terms of this agreement shall constitute or operate as a waiver of any subsequent breach or default of the same or similar nature.

10. Severability of Agreement and Provisions.

Notwithstanding the incorporation of this agreement into any Final Judgment and Decree of Divorce between the parties, this agreement shall not be merged into any such decree, but shall survive independently of such Judgment and Decree. The parties hereto further agree that the provisions of this agreement shall be severable, and the validity of one provision shall not be dependent on the validity or invalidity of any other provision.

11. Agreement Voluntarily Entered.

This agreement is made and entered into freely and voluntarily by each of the parties without duress, constraint, or influence of any kind or nature on the part of the other; and each of the parties have entered into this agreement fairly and freely acting absolutely upon their independent judgment.

12. Execution of Any Necessary Documents.

The parties shall execute at any time and from time-to-time as necessary, any and all deeds, certificates of title, or other documents needed to consummate and give effect to the various agreements of the parties contained herein.

13. Provisions Binding and Enforceable.

The provisions and conditions of this compromise agreement shall be binding upon each party and enforceable by contempt proceedings by either party against the other for the violation thereof.

14. Tax Matters.

Each party agrees to be responsible solely and alone to the reporting and paying of any taxes he or she may be liable for now or in the future. Each releases the other from any obligation to file joint returns, and pay for or contribute to any taxes which may be due by the other party. Each releases any claim for any refund that may be due or

received by the other party.

15. Full Disclosure, Lack of Fraud and Duress.

Each party hereby certifies that each of them has entered into this agreement after obtaining full disclosure of all of the assets belonging to each other, both marital and nonmarital and that the consent to this agreement has been freely given and after mature consideration of all facts and circumstances relating to the parties' marital and nonmarital property and that the execution of this agreement has not been obtained by duress, fraud or undue influence of any person; and that all representations of fact and information furnished by the parties or counsel as to assets or income is accurate and complete and this agreement is fair and reasonable.

IN WITNESS THEREOF, the parties hereto have executed this Agreement the day and year first above written.

Plaintiff

Sworn to and subscribed before me
this ____ day of _____, 20____.

Notary Public

My Commission Expires:_____

Defendant

Sworn to and subscribed before me
this ____ day of _____, 20____.

Notary Public

My Commission Expires:_____

IN THE SUPERIOR COURT OF _____ COUNTY
STATE OF GEORGIA

_____,)
Plaintiff,) CIVIL ACTION FILE
v.)
_____,) NO. _____
Defendant.)

FINAL JUDGMENT AND DECREE OF DIVORCE WITHOUT MINOR CHILDREN
(WITH SETTLEMENT AGREEMENT)

UPON CONSIDERATION of this cause, upon evidence submitted as provided by law, **IT IS THE JUDGMENT OF THE COURT**, that a total divorce be granted, that is to say, a divorce a vinculo matrimonii, between the parties to the above stated caused, upon legal principles that the marriage is irretrievably broken.

IT IS CONSIDERED, ORDERED AND DECREED by the Court that the marriage contract heretofore entered into between the parties to this case, from and after this date, be and is set aside and dissolved as fully and effectively as if no such contract had ever been made or entered into, and the plaintiff and the defendant, formerly husband and wife, in the future shall be held and considered as separate and distinct parties altogether unconnected by any nuptial union or civil contract whatsoever.

IT IS FURTHER ORDERED AND DECREED that the Plaintiff shall have the right to remarry and the Defendant shall have the right to remarry.

IT IS FURTHER ORDERED AND DECREED that the Plaintiff/Defendant is restored to her prior or maiden name, to wit:
_____.

IT IS FURTHER ORDERED AND DECREED that the Settlement Agreement entered into between the parties and filed with the Court on the _____ day of _____, 20____, is hereby incorporated into and made a part of this Final Judgment and Decree of Divorce.

So ordered this _____ day of _____, 20____.

Judge
Superior Court
Lookout Mountain Judicial Circuit

AGREED TO BY:

Plaintiff

Sworn to and subscribed before me
this ____ day of _____, 20____.

Notary Public

My Commission Expires:_____

Defendant

Sworn to and subscribed before me
this ____ day of _____, 20____.

Notary Public

My Commission Expires:_____

IN THE SUPERIOR COURT OF _____ COUNTY
STATE OF GEORGIA

_____,)
)
Plaintiff,) CIVIL ACTION FILE
)
v.)
) NO. _____
_____,)
)
Defendant.)

FINAL JUDGMENT AND DECREE OF DIVORCE WITHOUT MINOR CHILDREN

(WITHOUT SETTLEMENT AGREEMENT)

UPON CONSIDERATION of this cause, upon evidence submitted as provided by law, **IT IS THE JUDGMENT OF THE COURT**, that a total divorce be granted, that is to say, a divorce a vinculo matrimonii, between the parties to the above stated caused, upon legal principles that the marriage is irretrievably broken.

IT IS CONSIDERED, ORDERED AND DECREED by the Court that the marriage contract heretofore entered into between the parties to this case, from and after this date, be and is set aside and dissolved as fully and effectively as if no such contract had ever been made or entered into, and the plaintiff and the defendant, formerly husband and wife, in the future shall be held and considered as separate and distinct parties altogether unconnected by any nuptial union or civil contract whatsoever.

IT IS FURTHER ORDERED AND DECREED that the Plaintiff shall have the right to remarry and the Defendant shall have the right to remarry.

Alimony

(Check and complete only one of these)

____ a. This issue is not addressed in this Final Judgment and Decree.

____ b. The _____ shall pay to the _____ as alimony, the sum of _____ per week/month, beginning on _____, and continuing weekly/monthly thereafter,

____ 1. until the recipient remarries or dies.

____ 2. for a period of _____.

Income Deduction Order

____ a. No Income Deduction Order shall be entered.

____ b. An Income Deduction Order shall be entered by the Court

Property Division

(Check and Complete either (a) or (b))

____ a. The parties have already made a division of their marital property. Neither party shall claim any of the property in the possession of the other party as of the date of this Final Judgment and Decree. Each party shall be granted permanent use and possession of all the household goods and personal items currently in their possession.

____ b. The parties possess various items of marital property, which shall be divided as provided in this Final Judgment and Decree. The parties shall transfer possession and title to their property as follows:

1. Marital home of the parties, located at the following address shall be conveyed to the _____ in fee simple. The _____ shall be responsible for all taxes, assessments, and mortgage loan payments on the home after the date of _____.

2. Vehicles - The vehicles owned by the parties shall be transferred or retained as follows:

<u>Year/Make/Model of Vehicle</u>	<u>Vehicle ID # (VIN)</u>	<u>Goes to</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The party listed above for each vehicle shall be responsible for all car loan payments, ad valorem taxes, registration fees and insurance on that vehicle accruing after the following date:_____.

3. Other Personal Property - The parties own various other items of personal property, which shall be transferred to the party listed below, on or before _____, 20__.

To the Plaintiff:

To the Defendant:

Debts:

(Check and complete either (a) or (b))

___ a. The parties have no outstanding joint or marital debts.

____ b. The responsibility for payment of the parties joint and marital debts shall be as follows:

Creditor	Amount	Responsible Party
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____

The responsible party listed above for each debt shall hold the other party harmless for any collections on that debt. If legal action is brought against the other party to recover that debt, the responsible party shall indemnify or hold the other party harmless and, in addition, to pay all attorneys' fees and costs of collection which the other party may incur as a result of the legal action.

Restraining Order

____ a. No permanent restraining order is entered in this action.

____ b. Both parties are restrained and enjoined from harassing, harming, coming about the other party, abusing or otherwise interfering with the right of privacy of the other party, and from threatening or bothering the other party in any manner or way whatsoever, including using the other individuals or family members to carry out the restrained conduct.

RESTORATION OF NAME

(Optional - check and complete only if applicable)

The Wife's former name of _____ shall be restored.

OTHER SPECIAL PROVISION

(Optional - check and complete only if applicable)

So ordered this _____ day of _____, 20____.

Judge
Superior Court
Lookout Mountain Judicial Circuit

AGREED TO BY:

Plaintiff

Sworn to and subscribed before me
this ____ day of _____, 20____.

Notary Public

My Commission Expires: _____

Defendant

Sworn to and subscribed before me
this ____ day of _____, 20____.

Notary Public

My Commission Expires: _____

IN THE SUPERIOR COURT OF _____ COUNTY
STATE OF GEORGIA

,)
)
Plaintiff,) CIVIL ACTION FILE
)
v.) NO.
)
)
)
Defendant.)

DOMESTIC RELATIONS FINANCIAL AFFIDAVIT

- 1. Your Name:
Spouse's Name:
Age: Spouse's Age:
Date of Marriage:
Date of Separation:

Names and birth dates of children for whom support is to be determined in this action:

<u>Name</u>	<u>Date of Birth</u>	<u>Resides With</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Names and birth dates of your other children:

<u>Name</u>	<u>Date of Birth</u>
_____	_____
_____	_____

2. SUMMARY OF AFFIANT'S INCOME AND NEEDS:

(A) Gross monthly income (Item 3A)	\$
(B) Net monthly income (Item 3B)	\$
© Average monthly expenses (Item 5A)	\$
Monthly payments to creditors (Item 5B)	\$
Total monthly expenses and payments to creditors (Item 5C)	\$

3.A. YOUR GROSS MONTHLY INCOME

(All income must be entered based on monthly average regardless of date of receipt. Where applicable, income should be annualized.)

Salary or Wages (attach copies of most recent wage statements)	\$
Bonuses, commissions, allowances, overtime, tips and similar payments (based on past 12-month average or time of employment if less than 1 year) ATTACH SHEET ITEMIZING THIS INCOME.	\$
Business income from sources such as self-employment, partnership, close corporations and/or independent contracts (gross receipts minus ordinary and necessary expenses required to produce income) ATTACH SHEET ITEMIZING THIS INCOME.	\$
Disability/unemployment/worker's compensation	\$
Pension, retirements or annuity payments	\$
Social security benefits	\$
Other public benefits (specify)	\$
Spousal or child support from prior marriage	\$
Interest and dividends	\$
Rental income (gross receipts minus ordinary and necessary expenses required to produce income) ATTACH SHEET ITEMIZING THIS INCOME.	\$
Income from royalties, trusts or estates	\$
Gains derived from dealing in property (not including non-recurring gains)	\$

Other income of a recurring nature (specify source)	\$
GROSS MONTHLY INCOME (also write in 2A on page one)	\$

3.B.

Net monthly income from employment (deducting only state and federal taxes and FICA) (also write in 2B on page one)	\$
Affiant's pay period (i.e., weekly, monthly, etc.)	
Number of exemptions claimed by You for Tax Purposes	

4. ASSETS

(If you claim or agree that all or part of an asset is non-marital, indicate the non-marital portion under the appropriate spouse's column. The total value of each asset must be listed in the "value" column. "Value" means what you feel the item of property would be worth if it were offered for sale.)

Description	Value	Separate Asset Of Husband	Separate Asset Of Wife
Cash	\$	\$	\$
Stocks, bonds, CD's/Money	\$	\$	\$
Market Accounts.	\$	\$	\$
Real estate: home/ other	\$	\$	\$
Automobiles	\$	\$	\$
Money owed you	\$	\$	\$
Retirement/IRA	\$	\$	\$
Furniture, furnishings, jewelry	\$	\$	\$
Life insurance (cash value)	\$	\$	\$
Collectibles	\$	\$	\$
Bank accounts (list each account)	\$	\$	\$
checking account	\$	\$	\$

savings account	\$	\$	\$
Other assets	\$	\$	\$
TOTAL ASSETS	\$	\$	\$

5.A. AVERAGE MONTHLY EXPENSES

HOUSEHOLD	
Mortgage or rent payments (Lot & Mort.)	\$
Property taxes (lot permit)	\$
Insurance	\$
Electricity	\$
Water	\$
Garbage and sewer	\$
Telephone	\$
Gas	\$
Repairs & maintenance	\$
Lawn care	\$
Pest control	\$
Cable TV	\$
Miscellaneous household and grocery items	\$
Meals outside home	\$
Other	\$
AUTOMOBILE	
Car Payment	\$
Gasoline and Oil	\$
Car note or lease	\$
Auto tags and license	\$
Insurance	\$
CHILDREN'S EXPENSES	

Child care	\$
School tuition	\$
School supplies/expenses	\$
Lunch money	\$
Allowance	\$
Clothing	\$
Diapers	\$
Medical, dental, prescription	\$
Grooming/hygiene	\$
Gifts	\$
Entertainment	\$
Activities	\$
OTHER INSURANCE	
Health	\$
Life	\$
Disability	\$
Other (specify)	\$
AFFIANT'S OTHER EXPENSES	
Dry cleaning and laundry	\$
Clothing	\$
Medical/dental	\$
Affiant's gifts (special holidays)	\$
Entertainment	\$
Vacations	\$
Publications	\$
Dues, clubs, other (attach sheet)	\$
Religious and charities	\$

Cosmetics, Toiletries, Hair/Nail Care	\$
Miscellaneous (attach sheet)	\$
Alimony paid to former spouse	\$
Child support paid to former spouse	\$
TOTAL ABOVE EXPENSES (also write on first line of 2C on page one)	\$

5.B. PAYMENTS TO CREDITORS

To Whom	Balance Due	Monthly Payments	Joint	Husband	Wife
	\$	\$			
	\$	\$			
	\$	\$			
	\$	\$			
	\$	\$			
	\$	\$			
	\$	\$			
	\$	\$			
	\$	\$			

Total Monthly Payments to Creditors
(Also write this total on line 2 of 2C on page one)

\$ _____

5.C. TOTAL MONTHLY EXPENSES

\$

(Total Expenses from final line on page 5 + Total Monthly Payments to Creditors above)(Also write this total on line 3 of 2C on page one)

____ Plaintiff ____ Defendant
Name: _____
Address: _____
Daytime Phone (____) _____

Sworn to and subscribed before me
this ____ day of _____, 20____.

Notary Public

My commission expires: _____

IN THE SUPERIOR COURT OF _____ COUNTY
STATE OF GEORGIA

_____,)
Plaintiff,) CIVIL ACTION FILE
v.)
_____,) NO. _____
Defendant.)

INCOME DEDUCTION ORDER

TO: EMPLOYER: _____

Attention: _____

EMPLOYEE: _____

The obligated party's payor or payors shall deduct from all monies due the obligor the following:

1. For current support the amount of \$_____ per week/month to be deducted;

2. Provided however, the maximum amount to be deducted by a payor shall not exceed that allowable under Section 303 (b) of the federal Consumer Protection Act, 15 U.S.C. section 1673 (b), as amended, and, provided further, all amounts deducted shall be made payable and forwarded to:

This Order shall be effective, and your obligation shall continue, for as long as the order of support upon which this Order is based is effective, or until further order of the Court.

So ordered this _____ day of _____, 20____.

Judge
Superior Court
Lookout Mountain Judicial Circuit

AGREED TO BY:

Plaintiff

Sworn to and subscribed before me
this ____ day of _____, 20____.

Notary Public

My Commission Expires:_____

Defendant

Sworn to and subscribed before me
this ____ day of _____, 20____.

Notary Public

My Commission Expires:_____

INSTRUCTIONS FOR FILING UNCONTESTED DIVORCE WITH MINOR CHILDREN

This is the form packet for people who want to file their own divorce in the Lookout Mountain Judicial Circuit, and who do have any minor children together with their spouse, or children are expected.

In Georgia, if you want a divorce you must file a Complaint for Divorce in the Superior Court of the county in which you and/or your spouse are a resident. You can either hire an attorney who will prepare your case and represent you in Court, or you can use the sample forms included in this packet and represent yourself in Court.

Neither the Clerk of Superior Court, nor any Deputy Clerk, nor the judges or any other Court personnel, are allowed to answer any questions for you concerning the preparation of these forms. In fact under Georgia law, specifically O.C.G.A section 15-19-51 forbids court personnel (including staff attorneys or law clerks, clerk's office staff or sheriff's department staff) to give legal advice or answer legal questions. The only person allowed to help you in the preparation of these forms is a licensed attorney hired to represent you. Please consult an attorney if you have questions about the procedure or what action is best for you to take.

Please keep in mind that these forms are presented as a guide to assist you in the preparation of your divorce papers. It is advisable to speak with a lawyer before filing any action with the Court. A divorce is no exception this rule. There are often more issues involved in a divorce than one might realize if you fail to get legal advice. It is always good to talk to a lawyer if possible. You may need an attorney if:

1. The case becomes contested and your spouse has a lawyer.
2. You cannot find your spouse to serve him or her with your papers.
3. You think you will have difficulty getting information and documents from your spouse regarding income, retirement funds, etc.
4. You find the court papers hard to understand.
5. Your spouse will not sign the agreement.
6. You have questions about your divorce.

Please read these instructions and each form carefully. Missing or misreading a word could cause you to make serious errors in your case, placing your rights and the

direction of your divorce case in jeopardy. You must fully complete the forms before the Judge will be able to grant you a decree of divorce. Incomplete forms, as well as forms that are improperly filled out, may delay the granting of your divorce. Make sure that you take time to read over all the forms, and understand what is being asked of you in each situation.

Please read and complete the steps listed below in order to complete, file and serve your Complaint for Divorce.

A. Forms that you will need to file:

1. Complete the Domestic Relations Filing Information and Final Disposition form. This form is required. It is used to help the Clerk of Court keep statistical information about the number and types of cases decided in our local court.

The filing information form:

- a. In the top line fill in the court where you are filing and date filed.
- b. In the second line fill in the names of the Plaintiff and Defendant.
- c. Check the box which says Pro Se which will indicate that you are representing yourself without an attorney.
- d. In the left hand box check the box which indicates that this is a divorce action.

The final disposition form.

The purpose of this part of the form is to show how the case ended. Do not fill this part out until matter has been concluded.

- a. In the top line fill in only the County where the case was disposed of.
- b. Write your name as the Reporting Party.
- c. Write down the Plaintiff and Defendant's full names.
- d. Check box which states Pro Se since you are representing yourself.

2. Complete the Complaint for Divorce with Children

3. Summons

Complete the Summons form. You are swearing that everything you said in your Complaint for divorce with Children is true. The Summons notifies the Defendant that if an answer is not filed with the Court within thirty (30) days of service, then a judgment by default can be entered against the Defendant.

4. Complete the Verification form

The Verification form must be filed with the Complaint for Divorce with Children. Note that by signing the Verification, you are swearing under oath that the information you have provided in the Complaint for Divorce with Children is true.

You will need to sign this Verification in the presence of a Notary Public.

5. There are three (3) forms that can be used to indicate that the Defendant has been served with the Complaint for Divorce with Children:
 1. Sheriff's Entry of Service
 2. Acknowledgment of Service, or
 3. Publication paperwork which includes the Affidavit of Diligent Search, Notice of Publication and Order of Publication, Return of Service, and Order Perfecting Service.

Acknowledgment of Service is the easiest and least expensive method, but only if the Defendant is cooperate and willing to sign an acknowledgment form in front of a notary public.

Service by the Sheriff is the usual way for service to be completed. If the Defendant will not sign an Acknowledgment of Service, and you know an address where the Defendant can be served, then you should make arrangements for the Sheriff's Department to serve the papers.

Service by Publication is the method of last resort. If you can find the Defendant, you must use one of the other two methods of service. If you have to serve the Defendant by publication, there are limitations on your divorce case because the Court will not have personal jurisdiction over the Defendant. You will not be able to get certain kinds of relief as part of the divorce, such as child support and alimony. To serve by publication you must prepare and file three (3) forms:

- a. Affidavit of Diligent Search
 - b. Notice of Publication, and
 - c. Order of Publication, Return of Service, Order Perfecting Service
6. Affidavit of Poverty and Order on Affidavit of Poverty. This form is used only if you are indigent and cannot afford to pay the filing and service fees.
7. Consent to trial thirty (31) days after service and waiver of right to trial by jury.
8. Domestic Relations Financial Affidavit. This document lists the party's income, assets and debts.
9. Child Support Worksheet. Please go to <http://www.georgiacourt.org/csc/> and complete the Child Support Worksheet. Then print it out and include in your divorce papers. Your papers will not be accepted for filing without these documents.
10. Child Support Addendum. This shall provide for the amount of child support

owed.

11. Settlement Agreement. This document is used if both parties have reached an agreement on all issues except divorce.
12. Certificate of Completion for the Trans-parenting class.
13. Final Judgment and Decree of Divorce.
14. Georgia DHR Report of Divorce, Annulment or Dissolution of Marriage and Child Enforcement State Case Registry Form.

B. Fees.

If you are unable to afford the fees you will need to submit an Affidavit of Poverty and Order on Affidavit of Poverty. This form is used only if you are indigent and cannot afford to pay the filing and service fees.

Unless you are able to have your filing fee waived, there is a filing fee in the Lookout Mountain Judicial Circuit. You must pay this fee when you file your Complaint for Divorce with Children. Additionally there is a fee to the Sheriff's Department for serving you papers. If you are serving your spouse by publishing an ad in the newspaper, you are responsible for paying the cost of the newspaper ads.

C. File your forms.

After you have completed, signed, copied and sorted all your paperwork you are ready to file your case. You should make two (2) copies of all of your documents. Give the clerk your original and the two (2) copies. The clerk will assign a number to your case and will write in the number on you documents. The original will remain with the Clerk and one (1) copy will be given to your spouse and the other one used for your records.

D. Arranging for Service.

Service is the required formal process of notifying the Defendant that the divorce action has been filed. There is basically three (3) ways for service to be completed:

1. The Defendant signs an Acknowledgment of Service
2. Service by the Sheriff's department or other approved process server
3. Publication.

E. Go to Court on the appointed date.

After you have filed your case, and the Defendant has been properly served, you are ready for the next step - the final hearing.

If you have a signed Settlement Agreement, then you may arrange to have the final hearing take place any time at least thirty-one (31) days after the Defendant was personally served (or the Acknowledgment of Service was filed with the Clerk). You must also have signed and filed a consent to trial thirty (31) days after service.

If you do not have a signed Settlement Agreement, then your final hearing may take place any time at least forty-six (46) days after the Defendant was personal served (or Acknowledgment of Service was filed with the Clerk). If service was by publication, the hearing may take place any time after Sixty-one (61) days from the date of the first publication.

To determine the appropriate court date go to the official website for the Lookout Mountain Judicial Circuit at www.lmjc.net and check the calendar to determine the next circuit date in the appropriate county after said period.

On the appropriate date go to the Clerk's Office and inform them that you are there for a final hearing on an uncontested divorce. The Clerk will then pull your file and give to the Court.

F. Dialogue for An Uncontested Divorce Decree:

When the Judge calls the name of your case, come forward to the place designed and when told by the Court to proceed, use essentially the following dialogue:

You will be asked to raise your right hand and take an oath to tell the truth.

1. My name is _____ and my spouse's name is _____ .
2. I have lived in _____ County for at least the past six (6) months and/or my spouse has lived in _____ County for the past six (6) months._____.
3. My spouse and I were married on or about _____ and we separated on or about _____.
4. Our marriage is irretrievably broken, there are no hopes for reconciliation, and we cannot and will not live together in the future.
5. There are minor children born of this marriage and/or expected.
6. My spouse and I have entered into a Settlement Agreement settling all issues except that of divorce.
7. I am asking that the Judge adopt the Settlement Agreement made between me

and my spouse and I am asking the Judge to grant a divorce decree.

8. If applicable: I am asking the Judge to restore my maiden (or my spouse's) or prior name, which is:_____.
9. When the Judge has signed the decree, it is appropriate to say, "Thank you, your Honor, may I be excused?" If the Judge replies, "yes", you may leave.

G. Receive the final judgment.

Your case is not final until the Judge signs the final order in the case and it is filed with the Clerk. Once approved, the judge will sign the Final Judgment and Decree.

Domestic Relations Case Filing Information Form

Superior Court County _____ Date Filed _____
MM-DD-YYYY

Docket # _____

Plaintiff(s)

Defendant(s)

Last First Middle I. Suffix Prefix Maiden

Plaintiff/Petitioner's Attorney Pro Se

Last First Middle I. Suffix

Check Case Type (one or more)

- Divorce (includes annulment)
- Separate Maintenance
- Adoption
- Paternity (includes legitimation)
- Interstate Support Enforcement Action
- Domestication of Foreign Custody Decree
- Family Violence Act Petition

MODIFICATION

- Modification - Custody and/or Visitation
- Modification - Child Support and Alimony
- Modification - Child Support
- Modification - Alimony

CONTEMPT

- Contempt
 - Contempt
 - Contempt
 - Contempt
 - Other Domestic Contempt
- _____

FAMILY VIOLENCE

Additional Information -
Ex Parte Relief

Did the initial pleading include a request for relief

1. From alleged family violence
 2. Was ex parte relief requested
 3. Was ex parte relief granted
- _____

____ Other Domestic Relations Specify _____

IN THE SUPERIOR COURT OF _____ COUNTY
STATE OF GEORGIA

_____,)

Plaintiff,)

CIVIL ACTION FILE

v.)

_____,)

Defendant.)

NO. _____

COMPLAINT FOR DIVORCE WITH CHILDREN

Now comes the Plaintiff, _____, comes before this Court and shows this Court as follows:

SUBJECT MATTER JURISDICTION (Check a or b)

____ a. The Plaintiff is a citizen and resident of _____ County, Georgia, and has been a resident for six (6) months prior to the date of filing of this Complaint for Divorce.

____ b. The Plaintiff is not a resident of the State of Georgia, but Plaintiff's spouse has been a citizen and resident of _____ County, Georgia, for six (6) months prior to the date of filing of this Complaint for Divorce.

VENUE (Check a, b, c, d, e, or f)

My spouse's name is _____, and he/she is the Defendant in this action.

____ a. The Defendant is a resident of _____ County and is subject to the jurisdiction of this Court.

____ b. The Defendant is a resident of Georgia in _____ County, but the Defendant and I lived together in Clayton County at the time we separated, I still reside in _____ County, and the Defendant has only moved away from _____ County with the past six (6) months before the date of my filing this action.

____ c. The Defendant is a resident of Georgia in _____ County, and I live in _____ County. The Defendant has acknowledged service of process and consented to the jurisdiction and venue of this Court.

____ d. I am filing my Affidavit of Due Diligence with Complaint, incorporate it here by reference.

____ e. The Defendant is not a resident of the State of Georgia, but I am a resident of _____ County, Georgia, and

____ 1. Defendant is formerly a resident of the State of Georgia and currently resides in the State of _____.

____ 2. The Defendant never resided in the State of Georgia and currently resides in the State of _____,

____ 3. The Defendant has acknowledged service of process and consented to the jurisdiction and venue of this Court.

Service of Process

The Defendant shall be served in the following manner: (Check either a, b or c)

____ a. The Defendant has acknowledged service of process.

____ b. The Defendant may be served by the Sheriff's Department at the Defendant's residence/work address:

_____ c. The Defendant's whereabouts are unknown to me.

Date of Marriage (Check a or b)

_____ a. Plaintiff and Defendant were lawfully married on _____.

_____ b. Plaintiff and Defendant are common law married, having entered into a common law marriage. *Note: Common law marriage was abolished in Georgia on January 1, 1997.*

Date of Separation

The Defendant and I separated on _____ and have remained in a bona fide state of separation since that date.

Minor Children of the Marriage

There are _____ minor child(ren) born as issue of the marriage between the parties and none are expected.

Name: _____ DOB: _____ Sex: _____

Child Custody (Check only one: a, b, or c)

_____ a. It is in the best interest of the minor children for _____ to have sole legal and physical custody.

_____ b. Plaintiff and Defendant are both fit to share both temporary and permanent joint legal custody of the minor child(ren). It is in the best interest of the minor child(ren) for _____ to have primary physical custody.

_____ c. Plaintiff and Defendant have agreed that it is in the best interest of the minor

children for the parties to have joint legal and physical custody. The physical custody arrangement will be as follows:

For the past five years, the children lived at the following addresses with the following persons:

Address	Dates	Lived With

Other Court actions concerning the children. (Choose only one: a or b)

___ a. Plaintiff asserts the he/she has not participated as a party or a witness or in any other capacity in any other litigation concerning the children names above, and knows of no other proceeding concerning the minor children in this or any other state. No person other than the parties to this action has physical custody of the minor children or any claim to custody or visitation with the minor children.

____ b. The minor children have been involved in the following actions:

(Please tell the Court about the following types of actions: custody, visitation, family violence, protective orders, termination of parental rights, and adoption)

<u>County/State/Court</u>	<u>Type of Custody Action</u>	<u>Date Filed</u>	<u>Status</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Others with a custody claim (Choose only one: a or b)

____ a. I know of no other person, not a party to this proceeding, who has physical custody of the children or claims to have custody or visitation rights with respect to the minor children.

____ b. The following persons who are not a party to this proceeding have custody or visitation rights with the minor children:

Name	Claim
_____	_____
_____	_____
_____	_____

Grounds for Divorce

The Plaintiff is entitled to a divorce from the Defendant upon the statutory grounds that the marriage between the parties is irretrievably broken and there is no hope of reconciliation, O.C.G.A section 19-5-3 (13).

Settlement Agreement

The parties have entered into a settlement agreement that resolves all issues as to an equitable division of property and debts, as well as alimony and child support and custody.

WHEREFORE, the Plaintiff respectfully requests:

1. That the Plaintiff be awarded a total divorce from the Defendant upon the grounds alleged.

2. That the Court adopt the Settlement Agreement filed with this action.

3. That the Plaintiff/Defendant name be restored to former name, which was:

_____.

4. For such other specific and equitable relief as the Court may determine and consider equitable and appropriate.

Respectfully submitted,

Plaintiff
(Signature)

Plaintiff's Address

Plaintiff's Telephone Number (s)

IN THE SUPERIOR COURT OF _____ COUNTY
STATE OF GEORGIA

_____,)
)
Plaintiff,) CIVIL ACTION FILE
)
v.)
) NO. _____
_____,)
)
Defendant.)

SUMMONS

To the above named Defendant:

You are hereby summoned and required to file with the Clerk of said Court and serve upon _____, the pro se Plaintiff, whose address is:

an answer to the Complaint which is hereby served upon you, with thirty (30) days after service of this summons upon you, exclusive of the day of service. If you fail to do so, a judgment by default will be taken against you for the relief demanded in the Complaint.

This _____ day of _____, 20_____.

Clerk of Superior Court, _____ County

IN THE SUPERIOR COURT OF _____ COUNTY
STATE OF GEORGIA

_____,)
Plaintiff,) CIVIL ACTION FILE
v.)
_____,) NO. _____
Defendant.)

CONSENT TO TRIAL 31 DAYS AFTER SERVICE AND WAIVER OF RIGHT TO TRIAL BY JURY

Both of the above parties, as indicated by their signatures below, waive their right to trial by jury and consent to the hearing and granting of a divorce in this action any time thirty-one (31) days after the filing of the acknowledgment of service or after service having been perfected.

Plaintiff, pro se
(Sign in the presence of Notary Public)

Sworn to and subscribed before me
This _____ day of _____, 20__.

_____,
Notary Public, State of Georgia

My Commission Expires:_____.

Defendant, pro se
(Sign in the presence of Notary Public)

Sworn to and subscribed before me
This _____ day of _____, 20__.

_____,
Notary Public, State of Georgia

My Commission Expires:_____.

IN THE SUPERIOR COURT OF _____ COUNTY
STATE OF GEORGIA

_____,)
Plaintiff,) CIVIL ACTION FILE
v.)
_____,) NO. _____
Defendant.)

**DEFENDANT’S ACKNOWLEDGMENT OF SERVICE AFFIDAVIT OF WAIVER OF
VENUE AND PERSONAL JURISDICTION**

I _____ (Name) the named Defendant in the above-styled case, after being duly sworn do hereby depose and say that I am a resident of _____ County, _____ (State) and that the Plaintiff in the above styled case is a resident of _____ County, Georgia. I affirm that I have received a copy of said Complaint, and I hereby waive any and all further notice, service, and issuance of process.

After being duly informed that I have a constitutional right to a trial by judge or jury on the above matter in the county of my residence, and with that knowledge, I hereby expressly wave any right to venue in the county of my residence, and consent to venue and personal jurisdiction in the county of this Superior Court.

Defendant, pro se
(Sign in the presence of Notary Public)

Notary Public
Sworn to and subscribed before me
this _____ day of _____, 20____.

IN THE SUPERIOR COURT OF _____ COUNTY
STATE OF GEORGIA

_____,)
Plaintiff,) CIVIL ACTION FILE
v.)
_____,) NO. _____
Defendant.)

SETTLEMENT AGREEMENT

Pursuant to the laws of the state of Georgia, this agreement is made and entered into by _____, (referred to herein as "husband"), and _____, (referred to herein as "wife").

WHEREAS, the parties to this agreement are husband and wife and were married on _____;

WHEREAS, the parties are desirous of settling all issues between them relating to their statutory and moral obligations to make adequate and sufficient provisions by written agreement as to the parties' legal obligations, to make equitable settlement of all property rights between them, child support, child custody, visitation, and further, the parties are desirous that this agreement shall become part of any final divorce decree which may be entered, and that the same shall be submitted to the court for the court's approval with a request that the court shall firmly provide in the final divorce decree that this agreement had adequately and sufficiently made an equitable settlement of the parties' property rights;

WHEREAS, _____ will/has institute the above captioned action against the _____ in the Superior Court of _____ County, Georgia and both parties hereby waive venue, service of process or further notice of any hearing;

WHEREAS, no object of this Settlement Agreement has, as any part of its consideration, the promotion, facilitation or furtherance of the dissolution of this marriage or the granting of a divorce;

WHEREAS, the child(ren) born as issue of the marriage is/are:

Name: _____ DOB: _____
Name: _____ DOB: _____
Name: _____ DOB: _____
Name: _____ DOB: _____
Name: _____ DOB: _____

NOW THEREFORE, the parties hereby compromise and agree to settle all issues between them; and in compromise of said issues, and in consideration of their mutual promises and other good and valuable considerations, the receipt of which is hereby acknowledged, the parties hereto do therefore contract, covenant and agree, each to the other, as follows:

1. Separation of Parties.

The parties may at all times herein live apart. Each shall be free from interference, authority or control, whether direct or indirect by the other, as fully as if he or she were single and unmarried. Each may reside at such place or places as he or she may elect, provided such place or places is not in controversy of any provision of this agreement or any decree entered in the pending divorce action. The parties each agree that the provisions of this Compromise Agreement will govern their actions during the period of their separation before the entry of a divorce decree, and each agree that the other may rely upon the provisions of this agreement and be relieved of any statutory or common law obligations which each may owe to the other under the marriage laws of this or any other jurisdiction.

2. Mutual Restraining Order.

Both parties agree that they will refrain from harming, harassing, abusing or threatening or bothering the other party in any way, or interfering in any way with the right of privacy of the other party, at any time or place, whether in person or by any other means, including the solicitation or causation of any third party to commit such acts.

3. Alimony.

(Check and complete only one of these, either (a) or (b). Do not check both)

_____ a. The wife/husband shall pay to the wife/husband the sum of \$_____ per week/month to be paid beginning on _____ and to continue thereafter until the wife/husband remarries or dies.

_____ b. The parties hereby expressly waive alimony for the past, present and future.

4. Division of Real and Personal Property.

(Check and complete only one of these, either (a) or (b). Do not check both.)

___ a. The parties acknowledge that have already made a division of their marital property, including real estate, vehicles, household goods and furnishings, bank accounts, pensions and it is agreed that each party waives any right, title or interest to said property.

___ b. The parties acknowledge that they possess various items of marital property, which shall be divided as provided in this Agreement. The parties agree to transfer possession and title to their property as follows:

___ 1. Marital Home. The marital home of the parties, located at the following address: _____, shall be conveyed to the _____ in fee simple. The _____ shall be responsible for all taxes, assessments and mortgage loan payments on the home after the date of _____.

___ 2. Real Estate. The parties own other real property located at the following address: _____, shall be conveyed to the _____ in fee simple. The _____ shall be responsible for all taxes, assessments and mortgage loan payments on the home after the date of _____.

___ 3. Automobiles.

The vehicles owned by the parties shall be transferred or retained as follows:

<u>Year/Make/Model of Vehicle</u>	<u>Vehicle ID # (VIN)</u>	<u>Goes to</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The party listed above for each vehicle shall be responsible for all car loan payments, ad valorem taxes, registration fees and insurance on that vehicle accruing after the following date: _____.

___ 4. Other Personal Property.

The parties own various other items of personal property, which shall be transferred to the party listed below, on or before _____, 20__.

To the Plaintiff:

To the Defendant:

Except as provided in this Agreement, the parties have divided their marital property. Neither party shall claim any of the property in the possession of the other party as of the date of signing this Agreement, except as provided in this Agreement.

5. Division of Debts and Obligations.

Debts/Obligations:

(Check and complete either (a) or (b))

___ a. The parties have no outstanding joint or marital debts.

___ b. The responsibility for payment of the parties joint and marital debts shall be as follows:

Creditor	Amount	Responsible Party
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____

The responsible party listed above for each debt shall hold the other party harmless for any collections on that debt. If legal action is brought against the other party to recover that debt, the responsible party shall indemnify or hold the other party harmless and, in addition, to pay all attorneys' fees and costs of collection which the other party may incur as a result of the legal action.

6. Custody and Visitation of Children.

The parties agree that the welfare of the child(ren) is of paramount importance and each agrees to foster and encourage a feeling of affection between themselves and the child(ren). Neither party shall do anything to hamper the natural development of the child(ren)'s love and respect for the other party.

Legal and physical custody (Check only one: a, b, or c)

___ a. The _____ husband _____ wife shall have the temporary and

permanent legal and physical custody of the minor child(ren) born as issue of the marriage.

____ b. The husband and wife shall share joint legal custody of the minor child(ren). The parties shall share decision-making concerning the children; however, the ____ husband ____ wife shall have the right to make the final decision in the event the parties cannot agree.

Primary physical custody of the minor child(ren) shall be with the ____ husband/ ____ wife as follows: _____

Secondary physical custody shall be with the ____ husband/ ____ wife as follows:

—

—

____ c. The husband and wife shall share joint legal custody and joint custody of the minor child(ren).

Physical custody shall be shared by the parties as follows: _____

—

The parties shall share decision making concerning the child(ren); however, in the event the parties cannot decide, the ____ husband/ ____ wife shall be the tiebreaker and make the final decision.

Visitation (Choose only one: a, b or c)

____ a. The ____ husband/ ____ wife shall have the right of visitation with the minor children as follows:

____ b. Standard Visitations as follows:

a. Alternate weekends from 6:00 p.m. on Friday to 6:00 p.m. on Sunday;

b. Alternate holidays from 9:00 a.m. to 8:00 p.m., said holidays being Easter Day, Memorial Day, Independence Day, Labor Day and Thanksgiving Day;

c. One week during the Christmas holidays of each even numbered year, to begin at 2:00 p.m. on Christmas Day and ending at 2:00 p.m. on New Year's Eve Day, and during the Christmas holidays of each odd numbered year, to begin at 2:00 p.m. on December 18th and ending at 2:00 p.m. on Christmas Day;

d. Two (2) nonconnective weeks of vacation visitation during the Summer;

e. The wife shall have Mothers' Day, regardless of the visitation schedule; likewise, the husband shall have Fathers' Day, regardless of the visitation schedule.

Each party shall endeavor to foster a feeling of genuine affection between the children and the other party, and neither party shall do anything which will or may tend to estrange the children from the other party. Each party will encourage the children to know, love, and respect the other party. Each party will not poison the mind of the children towards the other party. Each party shall always conduct themselves in such a manner as to be conducive to the welfare and best interests of the minor children. The parties shall maintain the minor children in a wholesome environment at all times and not around while sleeping with persons of the opposite sex with whom they are not married to, shall take steps to insure that there are no drugs present during the time the children are with them, or that any person, including themselves are not intoxicated enough to be considered impaired.

____ c. Supervised visitation as follows:

7. Child Support

Please go to <http://www.georgiacourt.org/csc/> and complete the Child Support Worksheet. Then print it out and include in your divorce papers. Your papers will not be accepted for filing without these documents.

Child Support Amount (Choose only one: a, b or c)

____ a. The _____ husband/____ wife shall pay to _____ husband/____ , as support of the minor child(ren) the sum of \$_____ per ____weekly/____bi-weekly/____monthly, starting on _____, and continuing ____weekly/____bi-weekly/____monthly thereafter until each of said minor children reaches the age of eighteen (18), enrolled in and attending secondary school, marries, becomes self-supporting, emancipated under the Laws of the State of Georgia or is deceased.

____ b. There shall be a deviation for child support due to: _____

Therefore _____ husband/_____ wife shall pay to _____ husband/_____, as support of the minor child(ren) the sum of \$_____ per _____weekly/_____bi-weekly/_____monthly, starting on _____, and continuing _____weekly/_____bi-weekly/_____monthly thereafter until each of said minor children reaches the age of eighteen (18), enrolled in and attending secondary school, marries, becomes self-supporting, emancipated under the Laws of the State of Georgia or is deceased.

_____ c. Neither party shall pay child support due to :

_____.

Health Insurance (Choose only one: a, b or c)

_____ a. The _____ husband/_____ wife shall maintain hospitalization and medical insurance naming the parties' minor children as beneficiaries thereof. The parties shall be equally responsible for any noncovered medical, drug, hospital and dental expenses of said minor children not reimbursed by payment of insurance. The obligation in this regard shall cease as to each of said minor children when that child reaches the age of 18, enrolled in and attending secondary school, marries, becomes self-supporting, emancipated under the Laws of the State of Georgia or is deceased.

_____ b. Both parties shall maintain hospitalization and medical insurance naming the parties' minor children as beneficiaries thereof. The parties shall be equally responsible for any noncovered medical, drug, hospital and dental expenses of said minor children not reimbursed by payment of insurance. The obligation in this regard shall cease as to each of said minor children when that child reaches the age of 18, enrolled in and attending secondary school, marries, becomes self-supporting, emancipated under the Laws of the State of Georgia or is deceased.

_____ c. Neither party shall provide health insurance but shall be equally responsible for any medical, drug, hospital and dental expenses of said minor children not reimbursed by payment of insurance. The obligation in this regard shall cease as to each of said minor children when that child reaches the age of 18, enrolled in and attending secondary school, marries, becomes self-supporting, emancipated under the Laws of the State of Georgia or is deceased.

8. Waiver of All Other Rights and Claims.

Each party hereby waives and releases any right or claim including, but not limited to, the right of year's support and any right of inheritance pursuant to the laws of intestacy that they may have against the other or their estate by reason of their marriage except for those rights and claims for which this agreement provides. Both parties waive any legal right they may have to be appointed administrator of the estate of the other. Except as otherwise specifically provided herein, the parties release and discharge the other party from any and all claims and liabilities of any nature, including, without being limited to, alimony of any type or nature for the benefit of either party, and

any claim for further debt allocation or property division.

9. Law Governing Agreement.

This agreement, its application and interpretation, shall be governed entirely and exclusively by the laws of the State of Georgia.

10. Agreement Binding on Estate and Privies.

This agreement shall be fully binding on the parties, their heirs, legatees, executors, administrators, and assigns.

11. Future Modifications of Agreement.

Both parties expressly reserve all rights they may have to modify the terms of this agreement under the laws of this state or any other state. Except for the rights of modification which have hereby been expressly reserved, no modification or waiver of any of the terms of this agreement shall be valid unless in writing and signed by both of the parties. Nor shall the parties attempt to waive, whether orally or in writing, any provisions contained herein whose subject matter refers to issues solely in the power and discretion of any Court having subject-matter jurisdiction thereof. No waiver of any breach hereof or default in any terms of this agreement shall constitute or operate as a waiver of any subsequent breach or default of the same or similar nature.

12. Severability of Agreement and Provisions.

Notwithstanding the incorporation of this agreement into any Final Judgment and Decree of Divorce between the parties, this agreement shall not be merged into any such decree, but shall survive independently of such Judgment and Decree. The parties hereto further agree that the provisions of this agreement shall be severable, and the validity of one provision shall not be dependent on the validity or invalidity of any other provision.

13. Agreement Voluntarily Entered.

This agreement is made and entered into freely and voluntarily by each of the parties without duress, constraint, or influence of any kind or nature on the part of the other; and each of the parties have entered into this agreement fairly and freely acting absolutely upon their independent judgment.

14. Execution of Any Necessary Documents.

The parties shall execute at any time and from time-to-time as necessary, any and all deeds, certificates of title, or other documents needed to consummate and give effect to the various agreements of the parties contained herein.

15. Provisions Binding and Enforceable.

The provisions and conditions of this compromise agreement shall be binding upon each party and enforceable by contempt proceedings by either party against the other for the violation thereof.

16. Tax Matters.

Each party agrees to be responsible solely and alone to the reporting and paying of any taxes he or she may be liable for now or in the future. Each releases the other from any obligation to file joint returns, and pay for or contribute to any taxes which may be due by the other party. Each releases any claim for any refund that may be due or received by the other party.

17. Full Disclosure, Lack of Fraud and Duress.

Each party hereby certifies that each of them has entered into this agreement after obtaining full disclosure of all of the assets belonging to each other, both marital and nonmarital and that the consent to this agreement has been freely given and after mature consideration of all facts and circumstances relating to the parties' marital and nonmarital property and that the execution of this agreement has not been obtained by duress, fraud or undue influence of any person; and that all representations of fact and information furnished by the parties or counsel as to assets or income is accurate and complete and this agreement is fair and reasonable.

IN WITNESS THEREOF, the parties hereto have executed this Agreement the day and year first above written.

Plaintiff

Sworn to and subscribed before me
this ____ day of _____, 20____.

Notary Public

My Commission Expires: _____

Defendant

Sworn to and subscribed before me
this ____ day of _____, 20____.

Notary Public

My Commission Expires: _____

IN THE SUPERIOR COURT OF _____ COUNTY
STATE OF GEORGIA

_____,)
)
Plaintiff,) CIVIL ACTION FILE
)
v.)
) NO. _____
_____,)
)
Defendant.)

FINAL JUDGMENT AND DECREE OF DIVORCE WITH MINOR CHILDREN (WITH SETTLEMENT AGREEMENT)

UPON CONSIDERATION of this cause, upon evidence submitted as provided by law, **IT IS THE JUDGMENT OF THE COURT**, that a total divorce be granted, that is to say, a divorce a vinculo matrimonij, between the parties to the above stated caused, upon legal principles that the marriage is irretrievably broken.

IT IS CONSIDERED, ORDERED AND DECREED by the Court that the marriage contract heretofore entered into between the parties to this case, from and after this date, be and is set aside and dissolved as fully and effectively as if no such contract had ever been made or entered into, and the Plaintiff and the Defendant, formerly husband and wife, in the future shall be held and considered as separate and distinct parties altogether unconnected by any nuptial union or civil contract whatsoever.

IT IS FURTHER ORDERED AND DECREED that the Plaintiff shall have the right to remarry and the Defendant shall have the right to remarry.

IT IS FURTHER ORDERED AND DECREED that the Plaintiff/Defendant is restored to her prior or maiden name, to wit:

_____.

IT IS FURTHER ORDERED AND DECREED that the Settlement Agreement entered into between the parties and filed with the Court on the _____ day of _____, 20____, is hereby incorporated into and made a part of this Final Judgment and Decree of Divorce.

So ordered this _____ day of _____, 20____.

Judge
Superior Court
Lookout Mountain Judicial Circuit

AGREED TO BY:

Plaintiff

Sworn to and subscribed before me
this _____ day of _____, 20____.

Notary Public

My Commission Expires:_____

Defendant

Sworn to and subscribed before me
this _____ day of _____, 20____.

Notary Public

My Commission Expires:_____

IN THE SUPERIOR COURT OF _____ COUNTY
STATE OF GEORGIA

_____,)
)
Plaintiff,) CIVIL ACTION FILE
)
v.)
) NO. _____
_____,)
)
Defendant.)

FINAL JUDGMENT AND DECREE OF DIVORCE WITHOUT MINOR CHILDREN
(WITHOUT SETTLEMENT AGREEMENT)

UPON CONSIDERATION of this cause, upon evidence submitted as provided by law, **IT IS THE JUDGMENT OF THE COURT**, that a total divorce be granted, that is to say, a divorce a vinculo matrimonij, between the parties to the above stated caused, upon legal principles that the marriage is irretrievably broken.

IT IS CONSIDERED, ORDERED AND DECREED by the Court that the marriage contract heretofore entered into between the parties to this case, from and after this date, be and is set aside and dissolved as fully and effectively as if no such contract had ever been made or entered into, and the Plaintiff and the Defendant, formerly husband and wife, in the future shall be held and considered as separate and distinct parties altogether unconnected by any nuptial union or civil contract whatsoever.

IT IS FURTHER ORDERED AND DECREED that the Plaintiff shall have the right to remarry and the Defendant shall have the right to remarry.

IT IS FURTHER ORDERED AND DECREED that the welfare of the child(ren) is of paramount importance and each agrees to foster and encourage a feeling of

affection between themselves and the child(ren). Neither party shall do anything to hamper the natural development of the child(ren)'s love and respect for the other party.

Legal and physical custody (Check only one: a, b, or c)

___ a. The ___ husband ___ wife shall have the temporary and permanent legal and physical custody of the minor child(ren) born as issue of the marriage.

___ b. The husband and wife shall share joint legal custody of the minor child(ren). The parties shall share decision-making concerning the children; however, the ___ husband ___ wife shall have the right to make the final decision in the event the parties cannot agree.

Primary physical custody of the minor child(ren) shall be with the ___ husband/ ___ wife as follows: _____

Secondary physical custody shall be with the ___ husband/ ___ wife as follows:

—

—

___ c. The husband and wife shall share joint legal custody and joint custody of the minor child(ren).

Physical custody shall be shared by the parties as follows: _____

The parties shall share decision making concerning the child(ren); however, in the event the parties cannot decide, the ____ husband/____ wife shall be the tiebreaker and make the final decision.

Visitation (Choose only one: a, b or c)

_____ a. The ____ husband/ ____ wife shall have the right of visitation with the minor _____ children _____ as _____ follows:

_____ b. Standard Visitations as follows:

- a. Alternate weekends from 6:00 p.m. on Friday to 6:00 p.m. on Sunday;
- b. Alternate holidays from 9:00 a.m. to 8:00 p.m., said holidays being Easter Day, Memorial Day, Independence Day, Labor Day and Thanksgiving Day;
- c. One week during the Christmas holidays of each even numbered year, to

begin at 2:00 p.m. on Christmas Day and ending at 2:00 p.m. on New Year's Eve Day, and during the Christmas holidays of each odd numbered year, to begin at 2:00 p.m. on December 18th and ending at 2:00 p.m. on Christmas Day;

d. Two (2) nonconnective weeks of vacation visitation during the Summer;

e. The wife shall have Mothers' Day, regardless of the visitation schedule;

likewise, the husband shall have Fathers' Day, regardless of the visitation schedule.

Each party shall endeavor to foster a feeling of genuine affection between the children and the other party, and neither party shall do anything which will or may tend to estrange the children from the other party. Each party will encourage the children to know, love, and respect the other party. Each party will not poison the mind of the children towards the other party. Each party shall always conduct themselves in such a manner as to be conducive to the welfare and best interests of the minor children. The parties shall maintain the minor children in a wholesome environment at all times and not around while sleeping with persons of the opposite sex with whom they are not married to, shall take steps to insure that there are no drugs present during the time the children are with them, or that any person, including themselves are not intoxicated enough to be considered impaired.

____ c. Supervised visitation as follows:

7. Child Support

Please go to <http://www.georgiacourt.org/csc/> and complete the *Child Support Worksheet*. Then print it out and include in your divorce papers. Your papers will not

be accepted for filing without these documents.

Child Support Amount (Choose only one: a, b or c)

___ a. The ___ husband/___ wife shall pay to ___ husband/___ , as support of the minor child(ren) the sum of \$_____ per ___weekly/___bi-weekly/___monthly, starting on _____, and continuing ___weekly/___bi-weekly/___monthly thereafter until each of said minor children reaches the age of eighteen (18), enrolled in and attending secondary school, marries, becomes self-supporting, emancipated under the Laws of the State of Georgia or is deceased.

___ b. There shall be a deviation for child support due to: _____
Therefore ___ husband/___ wife shall pay to ___ husband/___ , as support of the minor child(ren) the sum of \$_____ per ___weekly/___bi-weekly/___monthly, starting on _____, and continuing ___weekly/___bi-weekly/___monthly thereafter until each of said minor children reaches the age of eighteen (18), enrolled in and attending secondary school, marries, becomes self-supporting, emancipated under the Laws of the State of Georgia or is deceased.

___ c. Neither party shall pay child support due to :

—.

Health Insurance (Choose only one: a, b or c)

___ a. The ___ husband/___ wife shall maintain hospitalization and medical insurance naming the parties' minor children as beneficiaries thereof. The parties

shall be equally responsible for any noncovered medical, drug, hospital and dental expenses of said minor children not reimbursed by payment of insurance. The obligation in this regard shall cease as to each of said minor children when that child reaches the age of 18, enrolled in and attending secondary school, marries, becomes self-supporting, emancipated under the Laws of the State of Georgia or is deceased.

____ b. Both parties shall maintain hospitalization and medical insurance naming the parties' minor children as beneficiaries thereof. The parties shall be equally responsible for any noncovered medical, drug, hospital and dental expenses of said minor children not reimbursed by payment of insurance. The obligation in this regard shall cease as to each of said minor children when that child reaches the age of 18, enrolled in and attending secondary school, marries, becomes self-supporting, emancipated under the Laws of the State of Georgia or is deceased.

____ c. Neither party shall provide health insurance but shall be equally responsible for any medical, drug, hospital and dental expenses of said minor children not reimbursed by payment of insurance. The obligation in this regard shall cease as to each of said minor children when that child reaches the age of 18, enrolled in and attending secondary school, marries, becomes self-supporting, emancipated under the Laws of the State of Georgia or is deceased.

Alimony

(Check and complete only one of these)

____ a. This issue is not addressed in this Final Judgment and Decree.

____ b. The _____ shall pay to the _____ as alimony, the sum of _____ per week/month, beginning on _____, and continuing weekly/monthly thereafter,

- ____ 1. until the recipient remarries or dies.
- ____ 2. for a period of _____.

Income Deduction Order

- ____ a. No Income Deduction Order shall be entered.
- ____ b. An Income Deduction Order shall be entered by the Court

Property Division

(Check and Complete either (a) or (b))

____ a. The parties have already made a division of their marital property. Neither party shall claim any of the property in the possession of the other party as of the date of this Final Judgment and Decree. Each party shall be granted permanent use and possession of all the household goods and personal items currently in their possession.

____ b. The parties possess various items of marital property, which shall be divided as provided in this Final Judgment and Decree. The parties shall transfer possession and title to their property as follows:

1. Marital home of the parties, located at the following address shall be conveyed to the _____ in fee simple. The _____ shall be responsible for all taxes, assessments, and mortgage loan payments on the home after the date of _____.
2. Vehicles - The vehicles owned by the parties shall be transferred or retained as follows:

<u>Year/Make/Model of Vehicle</u>	<u>Vehicle ID # (VIN)</u>	<u>Goes to</u>

The party listed above for each vehicle shall be responsible for all car loan payments, ad valorem taxes, registration fees and insurance on that vehicle accruing after the following date:_____.

3. Other Personal Property - The parties own various other items of personal property, which shall be transferred to the party listed below, on or before _____, 20__.

To the Plaintiff:

To the Defendant:

Debts:

(Check and complete either (a) or (b))

___ a. The parties have no outstanding joint or marital debts.

___ b. The responsibility for payment of the parties joint and marital debts shall be as follows:

Creditor	Amount	Responsible Party
_____	\$ _____	_____

_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____

The responsible party listed above for each debt shall hold the other party harmless for any collections on that debt. If legal action is brought against the other party to recover that debt, the responsible party shall indemnify or hold the other party harmless and, in addition, to pay all attorneys' fees and costs of collection which the other party may incur as a result of the legal action.

Restraining Order

- ___ a. No permanent restraining order is entered in this action.
- ___ b. Both parties are restrained and enjoined from harassing, harming, coming about the other party, abusing or otherwise interfering with the right of privacy of the other party, and from threatening or bothering the other party in any manner or way whatsoever, including using the other individuals or family members to carry out the restrained conduct.

RESTORATION OF NAME

(Optional - check and complete only if applicable)

The Wife's former name of _____ shall be restored.

OTHER SPECIAL PROVISION

(Optional - check and complete only if applicable)

So ordered this _____ day of _____, 20____.

Judge
Superior Court
Lookout Mountain Judicial Circuit

AGREED TO BY:

Plaintiff

Sworn to and subscribed before me
this ____ day of _____, 20____.

Notary Public

My Commission Expires:_____

Defendant

Sworn to and subscribed before me
this ____ day of _____, 20____.

Notary Public

My Commission Expires:_____

IN THE SUPERIOR COURT OF _____ COUNTY
STATE OF GEORGIA

)	
)	
Plaintiff,)	CIVIL ACTION FILE
)	
v.)	NO.
)	
)	
Defendant.)	

DOMESTIC RELATIONS FINANCIAL AFFIDAVIT

1. Your Name:
 Spouse's Name:
 Age: Spouse's Age:
 Date of Marriage:
 Date of Separation:

Names and birth dates of children for whom support is to be determined in this action:

<u>Name</u>	<u>Date of Birth</u>	<u>Resides With</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Names and birth dates of your other children:

<u>Name</u>	<u>Date of Birth</u>
_____	_____
_____	_____

2. SUMMARY OF AFFIANT'S INCOME AND NEEDS:

(A) Gross monthly income (Item 3A)	\$ _____
(B) Net monthly income (Item 3B)	\$ _____
(C) Average monthly expenses (Item 5A)	\$ _____

Monthly payments to creditors (Item 5B)	\$
Total monthly expenses and payments to creditors (Item 5C)	\$

3.A. YOUR GROSS MONTHLY INCOME

(All income must be entered based on monthly average regardless of date of receipt. Where applicable, income should be annualized.)

Salary or Wages (attach copies of most recent wage statements)	\$
Bonuses, commissions, allowances, overtime, tips and similar payments (based on past 12-month average or time of employment if less than 1 year) ATTACH SHEET ITEMIZING THIS INCOME.	\$
Business income from sources such as self-employment, partnership, close corporations and/or independent contracts (gross receipts minus ordinary and necessary expenses required to produce income) ATTACH SHEET ITEMIZING THIS INCOME.	\$
Disability/unemployment/worker's compensation	\$
Pension, retirements or annuity payments	\$
Social security benefits	\$
Other public benefits (specify)	\$
Spousal or child support from prior marriage	\$
Interest and dividends	\$
Rental income (gross receipts minus ordinary and necessary expenses required to produce income) ATTACH SHEET ITEMIZING THIS INCOME.	\$
Income from royalties, trusts or estates	\$
Gains derived from dealing in property (not including non-recurring gains)	\$
Other income of a recurring nature (specify source)	\$
GROSS MONTHLY INCOME (also write in 2A on page one)	\$

3.B.

--	--

Net monthly income from employment (deducting only state and federal taxes and FICA) (also write in 2B on page one)	\$
Affiant's pay period (i.e., weekly, monthly, etc.)	
Number of exemptions claimed by You for Tax Purposes	

4. ASSETS

(If you claim or agree that all or part of an asset is non-marital, indicate the non-marital portion under the appropriate spouse's column. The total value of each asset must be listed in the "value" column. "Value" means what you feel the item of property would be worth if it were offered for sale.)

Description	Value	Separate Asset Of Husband	Separate Asset Of Wife
Cash	\$	\$	\$
Stocks, bonds, CD's/Money	\$	\$	\$
Market Accounts.	\$	\$	\$
Real estate: home/ other	\$	\$	\$
Automobiles	\$	\$	\$
Money owed you	\$	\$	\$
Retirement/IRA	\$	\$	\$
Furniture, furnishings, jewelry	\$	\$	\$
Life insurance (cash value)	\$	\$	\$
Collectibles	\$	\$	\$
Bank accounts (list each account)	\$	\$	\$
checking account	\$	\$	\$
savings account	\$	\$	\$
Other assets	\$	\$	\$
TOTAL ASSETS	\$	\$	\$

5.A. AVERAGE MONTHLY EXPENSES

--	--

HOUSEHOLD	
Mortgage or rent payments (Lot & Mort.)	\$
Property taxes (lot permit)	\$
Insurance	\$
Electricity	\$
Water	\$
Garbage and sewer	\$
Telephone	\$
Gas	\$
Repairs & maintenance	\$
Lawn care	\$
Pest control	\$
Cable TV	\$
Miscellaneous household and grocery items	\$
Meals outside home	\$
Other	\$
AUTOMOBILE	
Car Payment	\$
Gasoline and Oil	\$
Car note or lease	\$
Auto tags and license	\$
Insurance	\$
CHILDREN'S EXPENSES	
Child care	\$
School tuition	\$
School supplies/expenses	\$
Lunch money	\$

Allowance	\$
Clothing	\$
Diapers	\$
Medical, dental, prescription	\$
Grooming/hygiene	\$
Gifts	\$
Entertainment	\$
Activities	\$
OTHER INSURANCE	
Health	\$
Life	\$
Disability	\$
Other (specify)	\$
AFFIANT'S OTHER EXPENSES	
Dry cleaning and laundry	\$
Clothing	\$
Medical/dental	\$
Affiant's gifts (special holidays)	\$
Entertainment	\$
Vacations	\$
Publications	\$
Dues, clubs, other (attach sheet)	\$
Religious and charities	\$
Cosmetics, Toiletries, Hair/Nail Care	\$
Miscellaneous (attach sheet)	\$
Alimony paid to former spouse	\$
Child support paid to former spouse	\$
TOTAL ABOVE EXPENSES (also write on first line of	

IN THE SUPERIOR COURT OF _____ COUNTY
STATE OF GEORGIA

_____,)
)
Plaintiff,) CIVIL ACTION FILE
)
v.)
) NO. _____
_____,)
)
Defendant.)

INCOME DEDUCTION ORDER

TO: EMPLOYER: _____

Attention: _____

EMPLOYEE: _____

The obligated party's payor or payors shall deduct from all monies due the obligor the following:

1. For current support the amount of \$_____ per week/month to be deducted;

2. Provided however, the maximum amount to be deducted by a payor shall not exceed that allowable under Section 303 (b) of the federal Consumer Protection Act, 15 U.S.C. section 1673 (b), as amended, and, provided further, all amounts deducted shall be made payable and forwarded to:

This Order shall be effective, and your obligation shall continue, for as long as the order of support upon which this Order is based is effective, or until further order of the Court.

So ordered this _____ day of _____, 20__.

Judge
Superior Court
Lookout Mountain Judicial Circuit

AGREED TO BY:

Plaintiff

Sworn to and subscribed before me
this ____ day of _____, 20__.

Notary Public

My Commission Expires:_____

Defendant

Sworn to and subscribed before me
this ____ day of _____, 20__.

Notary Public

My Commission Expires:_____

IN THE SUPERIOR COURT OF _____ COUNTY
STATE OF GEORGIA

_____,)
)
Plaintiff,) CIVIL ACTION FILE
)
v.)
) NO. _____
_____,)
)
Defendant.)

CHILD SUPPORT ADDENDUM

Instructions: All parts of this Addendum must be completed and it must be attached to all final orders and judgments determining the amount of child support.

(You must check one of the following)

____ The parties have agreed to the terms of this order and this information has been furnished by both parties to meet the requirements of O.C.G.A. section 19-6-15. The parties agree on the terms of the order and affirm the accuracy of the information provided, as shown by their signatures at the end of this addendum.

____ This addendum includes findings of fact and conclusions of law and fact made by the Court, in compliance with O.C.G.A. section 19-6-15.

Application of Child Support Guidelines. The statutory requirements of O.C.G.A. section 19-6-15 have been applied in reaching the amount of child support provided under the final order in this action. The specifics are as follows:

1. Gross Income - The Father's gross monthly income (before taxes) is \$_____; the Mother's gross monthly income (before taxes) is \$_____.
2. Number of Children - The number of children for whom support is being provided under this order is _____.

3. Attachments - The Child Support Worksheet and Schedule E are attached and made a part of this addendum, along with any other applicable schedules.
4. Child Support Amount - The _____ shall pay to the _____ for the support of the minor children, the sum of \$ _____ per ___ week, bi-weekly, ___ monthly, beginning on _____, 20__.
5. Duration of Child Support.

(You must check and complete only one of the following paragraphs)

____ Beyond Age 18 or High School - The child support shall continue monthly thereafter until each child reaches the age of eighteen, dies, marries, or otherwise becomes emancipated; provided that if a child becomes eighteen years of age while enrolled in and attending a secondary school on a full time basis, then the child support shall continue for the child until the child has graduated from secondary school or reaches twenty years of age, whichever occurs first.

____ Stops at Age 18 - The child support shall continue monthly thereafter until each child reaches the age of eighteen, dies, marries, or otherwise becomes emancipated.

____ Until Further Order - This is not a final order, so the child support shall continue until further order of this Court.

____ Until Specific Date - The Child Support shall continue monthly thereafter until _____.

6. Deviation from Presumption Amount

You must check and complete only one of the following paragraphs)

No Deviation - It has been determined that none of the Deviations allowed under O.C.G.A. section 19-6-15 applies in this case as shown by the attached Schedule E. The amount of support in Paragraph 4 above is the Presumptive Amount of child Support shown on the attached Child Support Worksheet.

Deviation - It has been determined that one or more of the Deviations allowed under O.C.G.A. section 19-6-15 applies in this case, as shown by the attached Schedule E. The Presumptive Amount of Child Support that would have been required under O.C.G.A. section 19-6-15 if the deviations had not been applied is \$ _____ per month, as shown on the attached Child support Worksheet. The attached Schedule E explains the reasons for the deviation, how the application of the guidelines would be unjust or inappropriate considering the relative ability of each parent to provide support, and how the best interest of the children who are subject to this child support determination is served by deviation from the presumptive amount of child support.

7. Health, Dental and Vision Insurance for Children

(You must check and complete all parts of only one of the following paragraphs, (a) or (b))

_____ Insurance Available - The following insurance for the children involved in this action is available at a reasonable cost to the _____ through that part's employer or the PeachCare program:

- _____ Health (Medical, mental health and hospitalization)
- _____ Dental
- _____ Vision

So long as it remains available to that parent, the _____ shall maintain the types of insurance checked above for the benefit of the minor children, until each child reaches the age of eighteen, dies, marries, or otherwise becomes emancipated; provided that if a child becomes eighteen years of age while enrolled in and attending a secondary school on a full time basis, then the child support shall continue for the child until the child has graduated from secondary school or reaches twenty years of age, whichever occurs first.

1. The parent must provide proof of insurance coverage.
2. All money received for claims processed under insurance policy shall be paid within ten (10) days.
3. Must provide Explanation of Benefits to the other party.

_____ Insurance Not Available. Insurance is not available at this time to either party as a reasonable cost.

8. Uninsured Health Care Expenses - The _____ shall pay _____% and the _____ shall pay _____% of all expenses incurred for the children's health care (including medical, dental, mental, hospital and vision care) that are not covered by insurance.

9. Parenting Time Amounts - The approximate number of days of parenting time per year according to the visitation order is _____ days for the Father and _____ days for the Mother.

10. Social Security Benefits.

(You must check and complete only one of the following)

_____ Not Received - The Children do not receive Title II Social Security benefits under the account of the parent ordered to pay child support.

_____ Received - The children receive Title II Social Security benefits under the account of the parent ordered to pay child support. The benefits received by the children shall

be counted as Child Support payments, and shall be applied against the final child support order to be paid by that parent.

Parties' Consent - We knowingly and voluntarily agree on the terms of this Order. Each of us affirms that the information we have provided in this Addendum is true and correct.

Mother

Sworn to and subscribed before me
this ____ day of _____, 20__.

Notary Public

My Commission Expires:_____

Father

Sworn to and subscribed before me
this ____ day of _____, 20__.

Notary Public

My Commission Expires:_____

ORDER

The Court has reviewed the foregoing Child Support Addendum, and it is hereby made the order of this Court.

So ordered this _____ day of _____, 20__.

Judge
Superior Court
Lookout Mountain Judicial Circuit

IN THE SUPERIOR COURT OF _____ COUNTY
STATE OF GEORGIA

_____,)
)
Plaintiff,) CIVIL ACTION FILE
)
v.)
) NO. _____
_____,)
)
Defendant.)

AFFIDAVIT OF POVERTY

I am the ____ Plaintiff ____ Defendant in this case. I am filing this Affidavit of Poverty under O.C.G.A. section 9-5-2, to ask that I be relieved from paying the Court costs.

I hereby swear or affirm, before a notary public, that the following information is true:

1. Because I am indigent, I am unable to pay the filing fee, service fee, and other costs which are normally required in the court.

2. My income comes from the following sources: (Check all that apply)

Earnings from my job Social Security Unemployment benefits Alimony
 VA Benefits Workers' Compensation VA Benefits
 Other _____ (Name)

3. My average gross income (before taxes) is \$_____ per month; my net income (After taxes) is \$_____ per month.

4. In addition to my own income, my other family members living with me have total income of \$_____ per month.

5. I have \$_____ in my savings account(s) and \$_____ in my checking accounts(s).

6. The amount of my rent or mortgage payment is \$_____ per month.

7. I pay \$_____ in child support, alimony or other support to other family member who do not live with me.

8. I support the following dependents who live with me:
_____.

I have the following special financial circumstances:

_____.

9 Other:

Bankruptcy: _____

Behind on Debts: _____

__ Plaintiff __ Defendant
(Check and sign here)

Sworn to and subscribed before me
this ____ day of _____, 20____.

Notary Public

My Commission Expires: _____

IN THE SUPERIOR COURT OF _____ COUNTY
STATE OF GEORGIA

_____,)
)
Plaintiff,) CIVIL ACTION FILE
)
v.)
) NO. _____
_____,)
)
Defendant.)

ORDER ON AFFIDAVIT OF POVERTY

The pro se ____ Plaintiff ____ Defendant has filed an Affidavit of Poverty with the Clerk of Court. Pursuant to O.C.G.A. section 9-5-2 (d), the Court has reviewed the Affidavit and the other initial pleadings.

____ Affidavit Approved. It appears to the Court that the affiant is unable to pay the filing fees and associated costs of this action. Therefore, the affiant's pleadings shall be filed, and the affiant shall be relieved from paying the filing fee, sheriff's service fee, and other costs normally required.

____ Affidavit Not Approved. It appears to the Court that the affiant is able to pay the filing fee and associated costs of this action, or that filing should otherwise not be allowed under O.C.G.A. section 9-5-2 (d). Therefore, the affiant shall not be relieved from paying the filing fee, sheriff's service fee, or any other costs normally required.

____ Affidavit Not Approved (No justiciable issue). It appears to the Court that pursuant to O.C.G.A. section 9-5-2 (d) the pleading filed by the affiant shows on its face such a complete absence of any justifiable issue of law or fact that it cannot reasonably be believed that the Court could grant any relief against any party named in the pleading. It is hereby ORDERED that the affiant's request to file the pleading is hereby DENIED.

So ordered this _____ day of _____, 20__.

Judge
Superior Court
Lookout Mountain Judicial Circuit

IN THE SUPERIOR COURT OF _____ COUNTY
STATE OF GEORGIA

_____,)
Plaintiff,) CIVIL ACTION FILE
v.)
_____,) NO. _____
Defendant.)

APPLICATION FOR SERVICE BY PUBLICATION

I am the ____ Plaintiff ____ Defendant in this case. I am filing this Application for Service by Publication under O.C.G.A. section 9-11-4 (f)(1). The party to be served, whose name is _____ could not be located for service after due diligence. I have explained my efforts to locate the party in an Affidavit of Diligent Search, and have filed the affidavit with the Court.

Therefore, I ask that the Court order the service by publication in this case.

Dated: _____

Respectfully submitted,

Plaintiff
(Signature)

Plaintiff's Address

Plaintiff's Telephone Number (s)

IN THE SUPERIOR COURT OF _____ COUNTY
STATE OF GEORGIA

_____ ,)	
)	
Plaintiff,)	CIVIL ACTION FILE
)	
v.)	
)	NO. _____
_____ ,)	
)	
Defendant.)	

AFFIDAVIT OF DILIGENT SEARCH

I am the ____ Plaintiff ____ Defendant in this case. I am filing this Affidavit of Diligent Search under O.C.G.A. section 9-11-4 (f)(1)(A). I hereby swear or affirm, before a notary public that the following information is true:

A diligent search has been made, and the Defendant cannot be found with the State of Georgia. I do not know where the defendant lives or where the Defendant can be found.

1. The last known address and telephone number of the Defendant is: _____

2. I have made the following efforts to find the Defendant:
____ checking with friends, family, relatives, and/or employers. Their names, addresses, telephone numbers are: _____

____ The following other efforts were made: _____

_____ Plaintiff Defendant
(Check and sign here)

Sworn to and subscribed before me
this ____ day of _____, 20____.

Notary Public

My Commission Expires: _____