

MARITAL PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20____, between Jane Marie Doe ("Wife"), residing at 123 Main Street, Gettysburg, PA 17325, and John James Doe ("Husband"), residing at 789 State Lane, Gettysburg, PA 17325.

WITNESSETH

1. The parties were married on May 20, 2009;
2. The parties filed for 3301(c) Divorce on: _____, 20____;
3. The parties hereto desire to settle their property rights;
4. Both parties agree to relinquish any and all claims which either may have against any property now owned or belonging to the other or which may hereinafter be acquired by either of them by purchase, gift, devise, bequest, inheritance, or otherwise, except as to the obligations, covenants, and agreements contained herein; and
5. Both parties have had an opportunity to seek the benefit of competent and independent legal and financial advice by separate counsel.

THEREFORE, the parties, agree and stipulate at follows:

1. INCORPORATION OF RECITALS

The recitals set forth above are incorporated herein as if set forth in full.

2. SEVERABILITY

Each paragraph contained herein shall be determined to be a separate and independent agreement. In the event that any portion of this agreement is deemed to be illegal or unenforceable, said determination shall not affect the enforceability of any other paragraph.

3. APPLICABLE LAW

Agreement shall be construed under the laws of the Commonwealth of Pennsylvania.

4. PROPERTY DIVISION

A. Property to be awarded to Wife:

Except as is otherwise stated herein, Wife shall retain any and all property in her possession free and clear of any right, title or interest of Husband. This award shall include, without limitation:

- i. Chase checking account, estimated value \$9,400.00;
- ii. Any and all personal property, tangible and intangible, in her possession.

B. Property to be awarded to Husband:

Except as is otherwise stated herein, Husband shall retain any and all property in his possession free and clear of any right, title or interest of Wife. This award shall include, without limitation:

- i. Patio set, estimated value \$2,250.00;
- ii. Any and all personal property, tangible and intangible, in his possession.

5. DISTRIBUTION OF DEBT

A. Wife shall pay the following debts and will not at any time hold the Husband responsible for them:

- i. Capital One credit card, estimated amount owed \$500.00;
- ii. Fifty percent (50%) of American Express charge card, estimated amount owed \$14,200.00;
- iii. Any and all debts in her name alone.

B. Husband shall pay the following debts and will not at any time hold Wife responsible for them:

- i. Fifty percent (50%) of American Express charge card, estimated amount owed \$14,200.00;
- ii. Any and all debts in his name alone.

6. REAL ESTATE

The parties agree that they own real property located at 123 Main Street, Gettysburg, PA 17325. Said property shall be retained by Wife and she shall be solely responsible for all associated debts and hold Husband harmless thereon.

7. ALIMONY, SPOUSAL SUPPORT, AND SEPARATE EXPENSES

Husband waives any present and future claim to alimony, temporary alimony, and spousal support. Husband shall pay to Wife the sum of \$200.00 per month as alimony starting February 1, 2016 and ending February 1, 2025.

[This section will appear if there are any additional agreements included in the questionnaire responses]

8. OTHER AGREEMENTS

The parties agree that Wife shall retain the family pets.

9. JOINT DEBTS

Husband and Wife each certify that there are no joint marital obligations or individual debt, other than those listed herein.

10. CHILD CUSTODY AND SUPPORT

The parties do not have any minor children.

11. DIVORCE

Husband and Wife agree that the marriage is irretrievably broken and will proceed with said Divorce under 23 Pa. C.A. Section 3301(c).

12. LEGAL ADVICE

Husband and Wife declare that each has had the opportunity to obtain independent legal advice by counsel of his or her own selection and to obtain financial advice, and that any failure of either party to obtain independent legal or financial advice has been of his or her own choosing and not based on any representation or suggestion to the contrary, and that each has read the stipulation and believes it to be fair, just and equitable, and that each signs the stipulation freely and voluntarily.

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SAMPLE

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Witness

Jane Marie Doe

Witness

John James Doe

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ADAMS)

On this _____ day of _____, 20____, before me, a Notary Public, the undersigned officer, personally appeared Jane Marie Doe, known to me to be the person whose name is subscribed to the written instrument, and acknowledges that she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ADAMS)

On this _____ day of _____, 20____, before me, a Notary Public, the undersigned officer, personally appeared John James Doe, known to me to be the person whose name is subscribed to the written instrument, and acknowledges that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

These are sample documents for the Commonwealth of Pennsylvania. Actual content differs by state and may vary based on your answers to the LegalZoom questionnaire.

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