

**IN THE SUPERIOR COURT OF CRAWFORD COUNTY  
STATE OF GEORGIA**

**CIVIL ACTION NO.**

\_\_\_\_\_  
**Plaintiff**

**VS.**

\_\_\_\_\_  
**Defendant**

**COMPLAINT FOR DIVORCE WITHOUT MINOR CHILDREN**

The Plaintiff, files her Complaint for Divorce without Minor Children and shows the Court the following in support thereof:

1. The Plaintiff is a resident of Crawford County, Georgia, and has been a resident of the State of Georgia for six months prior to the date of the filing of this complaint.
2. The Defendant resides in \_\_\_\_\_ County, State of \_\_\_\_\_, and acknowledges service of this complaint and consents to the jurisdiction of this court.
3. The Plaintiff and Defendant were lawfully married on \_\_\_\_\_, 20\_\_ in \_\_\_\_\_ County, Georgia.
4. The parties separated on or about \_\_\_\_\_, 20\_\_ and have remained in a bona fide state of separation since that date.
5. There are no children at issue of this marriage and none are expected.
6. The Plaintiff is entitled to a divorce upon the following grounds: the marriage is irretrievably broken with no hope of reconciliation.
7. The parties have entered into a written settlement agreement for the purpose of settling all matters concerning property division, support and maintenance of the parties and all other matters which is filed herewith.

8. The Plaintiff requests that the Court incorporate the settlement agreement into the Final Decree of Divorce.

WHEREFORE, Plaintiff demands:

- (a) That he/she be awarded a total divorce from the Defendant;
- (b) That the settlement agreement between the parties be approved and incorporated into any judgment of divorce or interim order of this Court;
- (c) That the Court orders any additional relief that is just and equitable.
- (d) That maiden name be restored (if applicable) to: \_\_\_\_\_

Respectfully submitted this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Plaintiff, Pro Se

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**VERIFICATION**

Personally appeared before me the undersigned who on oath states that the facts set forth in this Complaint are true and correct to the best of his/her knowledge and belief.

\_\_\_\_\_  
**Plaintiff *pro se***  
**[Sign in presence of Notary Public]**

Sworn to and subscribed before me  
This \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

IN THE SUPERIOR COURT OF CRAWFORD COUNTY  
STATE OF GEORGIA

CIVIL ACTION NO.

\_\_\_\_\_  
Plaintiff

VS.

\_\_\_\_\_  
Defendant

**DEFENDANT'S AFFIDAVIT OF WAIVER OF VENUE AND PERSONAL JURISDICTION**

I, \_\_\_\_\_, the named Defendant in the above-styled case, after being duly sworn do hereby depose and say that I am a resident of \_\_\_\_\_ County, in the State of \_\_\_\_\_ and that the Plaintiff in the above-styled case is a resident of Crawford County, Georgia.

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 waive my right to venue in the county of my residence, and consent to venue and personal jurisdiction in Crawford County Superior Court.

\_\_\_\_\_  
Defendant

Sworn to and subscribed before me  
This \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
Notary Public

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**CIVIL ACTION NO.**

\_\_\_\_\_  
**Plaintiff**

**VS.**

\_\_\_\_\_  
**Defendant**

**ACKNOWLEDGMENT OF SERVICE AND SUMMONS**

The undersigned Defendant in the above-styled action hereby acknowledges personal service of the Complaint for Divorce and waives formal service of the summons; and states that (s)he has received a copy of said Complaint, and Defendant hereby waives any further service of process.

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

-----  
\_\_\_\_\_  
**Defendant**

Sworn to and subscribed before me

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
**Notary Public**

**IN THE SUPERIOR COURT OF CRAWFORD COUNTY  
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**CIVIL ACTION NO.**

\_\_\_\_\_  
**Plaintiff**

**VS.**

\_\_\_\_\_  
**Defendant**

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

The undersigned Defendant in the above-styled action hereby acknowledges personal service of the Complaint for Divorce and waives formal service of the summons; all additional service and issuance of process is hereby waived. The Defendant further consents 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. The undersigned further consents to and requests that the Court adopt the parties Settlement Agreement and make same the Judgment of the Court.

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Defendant

Sworn to and subscribed before me

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

**IN THE SUPERIOR COURT OF CRAWFORD COUNTY  
STATE OF GEORGIA**

**CIVIL ACTION NO.**

\_\_\_\_\_  
**Plaintiff**

**VS.**

\_\_\_\_\_  
**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.

Sworn to and subscribed before me  
This \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Plaintiff

Sworn to and subscribed before me  
This \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Defendant

**IN THE SUPERIOR COURT OF CRAWFORD COUNTY  
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\_\_\_\_\_  
**Plaintiff**

**VS.**

\_\_\_\_\_  
**Defendant**

**SETTLEMENT AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by and between \_\_\_\_\_, hereinafter referred to as "HUSBAND/WIFE " or  
"PLAINTIFF" and \_\_\_\_\_, hereinafter referred to as "HUSBAND/WIFE" or  
"DEFENDANT", and executed in triplicate original;

**WITNESSETH:**

WHEREAS, the parties hereto are lawful husband and wife having been married on the \_\_\_\_ day  
of \_\_\_\_\_; and

WHEREAS, there are no children born of this marriage and none are expected; and

WHEREAS, in consequences of the disputes and irreconcilable differences, the parties heretofore  
separated and are now living in a bona fide state of separation. In view of their intentions to live apart for  
the rest of their lives, they are desirous of settling the issues of property division, alimony, and all matters  
arising out of the marriage of the parties and the dissolution of that marriage; and

IT IS THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE MUTUAL  
COVENANTS HEREIN MADE, AGREED AS FOLLOWS:



### **SEPARATION**

Husband and Wife may and shall, at all times hereafter, live separate and apart. They shall be free from any control, restraint, interference or authority, direct or indirect, by the other in all respects as fully as if they were unmarried. Each may, for his or her separate use and benefit, conduct, carry on and engage in any business, occupation, profession or employment which to him/her may seem advisable. Husband and Wife shall not molest, harass, disturb, or malign each other nor compel or attempt to compel the other to cohabit or dwell by any means whatsoever with him or her.

### **MUTUAL RELEASES**

Husband and Wife hereby mutually remise, release, quitclaim and forever discharge the other and the estate of such other, for all time to come, and for all purposes whatsoever, of and from any and all rights, title and interests, or claims in or against the property (including income and gain from property hereafter accruing) of the other or against the estate of such other, or whatever nature and wheresoever situate, which he or she now has or at any time hereafter may have against such other, the estate of such other or any payer thereof. It is the intention of Husband and Wife to give to each other by the execution of this Agreement a full complete and general release with respect to any and all property of any kind of nature, real, personal or mixed, which the other now owns or may thereafter acquire, except and only except all rights and agreements and obligations of whatsoever nature arising or which may arise under this Agreement or for breach of any provision thereof.

### **RETIREMENT BENEFITS**

Husband and Wife specifically release and waive any and all interest, claim or right that he or she may have to any and all retirement benefits, including, but not limited to, pension plans, profit-sharing plans, 401(k) plans, individual retirement accounts, Keoghs, and SEP's or similar benefits of the other party.

### **ALIMONY**

Neither party shall pay alimony to the other.

### **DIVISION OF REAL AND/OR PERSONAL PROPERTY**

Husband and Wife acknowledge and agree that they have equally divided, in kind to their mutual satisfaction, any and all real or personal property. Husband and Wife hereby specifically waive any further enumeration with respect to any and all real or personal property, except as provided for in this Agreement.

The Parties agree that, as of the date of execution of this Agreement, all of the property agreed to be that of the other party shall be the sole and separate property of that party, and each party hereby specifically waives, releases, renounces, and forever abandons whatever claim, if any, he or she may have with respect to the items declared the personal property of the other.

### **DIVISION OF DEBTS**

The parties hereby acknowledge that they have no outstanding joint debts.

### **HUSBAND'S OTHER PROPERTY**

Husband shall be awarded all personal property that he acquired prior to the marriage of the parties. Except as otherwise provided for in this Agreement, Husband shall keep and retain sole ownership, control, use and enjoyment of all property transferred to him pursuant to this Agreement, all of the jewelry, clothes, furniture, automobiles and other personal property titled in his name or in his possession and all bank accounts, securities, insurance policies, capital accounts, retirement benefits, financial and business interests, stock options, personal injury claims or actions or other intangible property held in his name or in his possession, including

all appreciation thereon and all increments in value thereto, and all property acquired in exchange therefore, free and clear of any claim, right or interest by Husband and Wife shall have the exclusive right to dispose of such property without interference or restraint by Husband (except as provided in this Agreement) as if the marriage had not taken place and as if he had remained unmarried.

Husband shall keep Wife indemnified and held harmless from any liability, cost or expense, including attorney fees, which may be incurred in connection with the interests and/or assets referred to in this paragraph.

#### **WIFE'S OTHER PROPERTY**

Except as otherwise provided for in this Agreement, Wife shall keep and retain sole ownership, control, use and enjoyment of all property transferred to her pursuant to this Agreement, all of the jewelry, clothes, furniture, automobiles and other personal property titled in her name or in her possession and all bank accounts, securities, insurance policies, capital accounts, retirement benefits, financial and business interests, stock options, personal injury claims or actions or other intangible property held in his name or in his possession, including all appreciation thereon and all increments in value thereto, and all property acquired in exchange therefore, free and clear of any claim, right or interest by Wife and Husband shall have the exclusive right to dispose of such property without interference or restraint by Wife (except as provided in this Agreement) as if the marriage had not taken place and as if he had remained unmarried.

Wife shall keep Husband indemnified and held harmless from any liability, cost or expense, including attorney fees, which may be incurred in connection with the interests and/or assets referred to in this paragraph.

#### **EFFECTIVE DATE OF AGREEMENT**

This Agreement shall become effective and binding upon the parties on the date of execution hereof. Both parties declare that the preparation and execution of this Agreement is not the

result of any duress or undue influence and hereby acknowledge that they have entered into this Agreement freely and voluntarily.

**AGREEMENT TO BE INCORPORATED IN DIVORCE DECREE**

The parties agree that the terms of this Agreement shall be incorporated into any divorce decree which may be entered with respect to them. The parties further agree that the Superior Court which may enter such divorce decree shall retain continuing jurisdiction over the parties and the subject matter of the Agreement for the purpose of enforcement of any of the provisions thereof.

Each of the parties has carefully read and fully considered this Agreement and all of the statement, terms and conditions and provisions thereof prior to signing below.

**IN WITNESS WHEREOF**, the parties hereto have set their hand and seals the day and year first written above.

Sworn to and subscribed before me

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
PLAINTIFF'S SIGNATURE  
Plaintiff's Address

\_\_\_\_\_

\_\_\_\_\_

Sworn to and subscribed before me

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
DEFENDANT'S SIGNATURE  
Defendant's Address

\_\_\_\_\_

\_\_\_\_\_

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**Defendant**

**FINAL JUDGMENT AND DECREE OF DIVORCE**

Upon consideration of this case, upon evidence submitted as provided by law, it is the Judgment of the Court that a total divorce is granted, that is to say, a divorce a vincula matrimonii, between the parties to the above stated case upon legal principles.

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 effectually as if no such contract had ever been made or entered into.

Plaintiff and Defendant in the future shall be held and considered as separate and distinct persons altogether unconnected by any nuptial union or civil contract whatsoever and both shall have the right to remarry.

The Settlement Agreement entered into between the parties on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, 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.

The court hereby restores the Plaintiffs/Defendants maiden name to: \_\_\_\_\_

IT IS SO ORDERED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
JUDGE, SUPERIOR COURT  
CRAWFORD COUNTY SUPERIOR COURT  
MACON JUDICIAL CIRCUIT