

IN THE CHANCERY COURT OF STONE COUNTY
STATE OF MISSISSIPPI

IN THE MATTER OF THE DISSOLUTION OF)
MARRIAGE OF)

_____)

_____)

CASE NO _____)

JOINT COMPLAINT FOR DIVORCE

COMES NOW, _____ and _____,

Husband and Wife, and file this Joint Complaint for Divorce and in support hereof would show unto the court this following, to wit:

1. This court has jurisdiction of the parties and subject matter pursuant to the laws of the State of Mississippi.
2. That Co-Plaintiff, _____ is a resident of _____ County, MS, and has been a resident of Mississippi for more than six (6) months prior to the filing of this Complaint.
3. That Co-Plaintiff, _____ is a resident of _____ County, MS, and has been a resident of Mississippi for more than six (6) months prior to the filing of this Complaint.
4. The parties were married on _____ in _____, _____.
5. The parties separated on _____ in _____, _____.
6. The present physical address of the Parties are as follows:

7. The parties alleges that they are entitled to a Divorce on the grounds of irreconcilable differences.
8. There is no reasonable expectation that the parties will reconcile.

9. No minor children were born of or adopted into the marriage and none are expected.

10. There are no marital property rights or debts to be decided. Parties have reached an agreement as to the division of property and debts, as set forth in the Separation and Property Settlement Agreement, attached herein as Exhibit "A".

11. Co-Plaintiff, _____ requests her former name of _____ be restored. This request is not made for any illegal or fraudulent reason.

12. We do not know of any other cases in the State of Mississippi or any other state or territory involving the same claim or subject matter in this case.

WHEREFORE, PREMISES CONSIDERED, _____ and _____ pray that:

(A) The Court grant the parties a Divorce on the grounds of irreconcilable differences;

(B) That the terms of the Separation and Property Settlement Agreement, which disposes of all jointly owned property and settles all jointly owned debts and rights and liabilities of the parties, a copy of which is attached hereto as Exhibit "A: be incorporated into the final judgment of divorce;

(C) For judgment and relief set forth in this Complaint

(D) For each other relief and judgment as is just and equitable in the premises.

Respectfully submitted,

STATE OF _____

COUNTY OF _____

PERSONALLY appeared before me, the undersigned authority in and in for the county and state aforesaid, the within named, _____, the Co-Plaintiff, who, being by me duly sworn, state on oath that the matters, things and facts alleged, contained and set forth in the above and foregoing Complaint for Divorce are true and correct as therein stated, and the Plaintiff further states the Complaint is not filed in collusion with the Defendant for the purpose of obtaining a divorce, but the cause for divorce state in the Complaint is true and correct.

SWORN TO AND SUBSCRIBED THIS _____ day of _____, 20__

NOTARY PUBLIC

MY COMMISSION EXPIRES

STATE OF _____

COUNTY OF _____

PERSONALLY appeared before me, the undersigned authority in and in for the county and state aforesaid, the within named, _____, the Co-Plaintiff, who, being by me duly sworn, state on oath that the matters, things and facts alleged, contained and set forth in the above and foregoing Complaint for Divorce are true and correct as therein stated, and the Plaintiff further states the Complaint is not filed in collusion with the Defendant for the purpose of obtaining a divorce, but the cause for divorce state in the Complaint is true and correct.

SWORN TO AND SUBSCRIBED THIS _____ day of _____, 20__

NOTARY PUBLIC

MY COMMISSION EXPIRES

IN THE CHANCERY COURT OF STONE COUNTY,
STATE OF MISSISSIPPI

IN THE MATTER OF THE DISSOLUTION OF)
MARRIAGE OF)

_____)

_____)

) CASE NO _____)

EXHIBIT A:

SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

WHEREAS, _____, hereinafter referred to as "Wife", and
_____, hereinafter referred to as "Husband", are now married; and

WHEREAS, the parties desire to make a mutually acceptable settlement of their rights,
liabilities, obligations and property rights arising out of and during the course of their marital
relationship. No reconciliation is contemplated.

NOW THEREFORE, FOR AND IN CONSIDERATION OF the mutual benefits and
advantages accruing to each party, the undersigned do hereby solemnly covenant, agree and
contract as follows:

1. PROPERTY AND DEBIT SETTLEMENT

PROPERTY

Award each party the personal property in his/her possession

A. Real Estate

B. Retirement Accounts and Pensions

C. Vehicles

D. Bank Accounts

E. Other Personal Property

Wife, _____ shall have sole possession of the following property:

Husband, _____ shall have sole possession of the following property:

The parties have already divided all other existing real and personal property, both tangible and intangible, and have no other property of any type or kind to divide.

DEBTS

The following debts incurred during the marriage are divided as follows:

Wife shall be responsible for the following debts:

	<u>Creditor</u>	<u>Amount</u>

Husband shall be responsible for the following debts:

	<u>Creditor</u>	<u>Amount</u>
Bank Fees	_____	\$

2. ALIMONY/SPOUSAL SUPPORT

Each party hereby waives past and present alimony from the other.

3. LIFE INSURANCE

Neither party shall be required to maintain life insurance for the benefit of the other party.

4. LEGAL REPRESENTATION DISCLOURE

Each party agrees that he/she has consulted, or had opportunity to consult, with any attorney

of his/her choice. Each agrees to pay their respective attorneys for his or her services

5. FURTHER DOCUMENTS

Each party agrees that he or she will sign and execute any further or additional documents as may be necessary to put into effect the intended purposes hereof.

6. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and each party acknowledges that there are no further agreements not expressly included herein and that this Agreement may be modified, altered, or amended only in writing, duly signed and notarized by each in the form of this original.

7. FULLY READ AND UNDERSTAND

Each party represents and acknowledges that he or she has fully read this Agreement, consulted with each other, carefully considered same, and have signed and executed same after such consultation, and after consulting with their respective attorneys, that the signing of this Agreement is free and voluntary without force or collusion by either party or any third party, and that each party signed same with the full knowledge of said party's rights, obligations and responsibilities.

8. MODIFICATION

This Agreement shall estop and preclude either party from making other or further demands and claims upon the other, not included herein, except that such legal action may be taken by either party as is necessary to enforce or modify the terms and provisions hereof, except that the Property settlement provision shall not be subject to modification.

9. SUBSEQUENT DIVORCE

It is agreed and understood that this Agreement finally settles all rights of the parties and the property jointly or individually owned by the parties, and that this Agreement, and the enforceability thereof, is not contingent upon either party or both parties being granted a divorce on any grounds.

However, if either or both parties are granted a divorce on any grounds, the parties agree that this

agreement shall be made a part thereof and that such decree or judgement shall not conflict with the terms hereof.

10. CONTROLLING LAW

This Agreement shall be governed, enforced and interpreted according to the laws of the State of Mississippi.

11. EFFECTIVE DATE

This Agreement shall not be enforceable until duly executed by both Husband and Wife.

12. HEIRS AND ASSIGNS

This Agreement shall be binding upon the heirs, administrators, estate and assigns of the parties.

IN WITNESS WHEREOF, _____ has executed this Agreement on
The ____ day of _____, 20____, and _____ has executed this
Agreement on the ____ day of _____, 20____.

STATE OF _____

COUNTY OF _____

PERSONNALLY appeared before me, the undersigned authority in and for the county and state aforesaid, the within names, _____, Co-Plaintiffs, who, being by me duly sworn, state on oath that the matters, facts and averments set forth, contained and alleged in the above and foregoing Separation and Property Settlement Agreement are true and correct as therein stated.

SWORN TO AND SUBSRIBED THIS _____ day of _____, 20_____.

NOTARY PUBLIC

My Commission Expires:

STATE OF _____

COUNTY OF _____

PERSONNALLY appeared before me, the undersigned authority in and for the county and State aforesaid, the within names, _____, Co-Plaintiffs, who, being by me duly sworn, state on oath that the matters, facts and averments set forth, contained and alleged in the above and foregoing Separation and Property Settlement Agreement are true and correct as therein stated.

SWORN TO AND SUBSRIBED THIS _____ day of _____, 20_____.

My Commission Expires

NOTARY PUBLIC

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) CASE NO _____)

WAIVER OF PROCESS & ENTRY OF APPEARANCE

TO THE HONORABLE CHANCERY COURT OF STONE COUNTY:

Comes _____, a party of interest in the above stated cause now pending in the Chancery Court of Stone County, Mississippi, and hereby waives service of process, enters a general appearance herein, and consents that said cause may be heard by this Court at any date convenient to the Court and that any appropriate orders or judgment may be entered without the necessity for the undersigned to be further notified or to be present.

The undersigned is an adult resident citizen of Stone County, Mississippi, is not an unmarried minor, a lunatic nor a convicted felon, and signs this Waiver with full knowledge of the said pending cause and the contents of the complaint now filed herein. This Waiver is dated and signed on a day subsequent to that of filing of said Complaint.

THIS _____ day of _____, 20__.

_____, Co-Plaintiff

SWORN TO AND SUBSRIBED before me this _____ day of _____, 20__.

My Commission Expires

NOTARY PUBLIC

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RULE 8.05 WAIVER

Both parties have been advised that, pursuant to Rule 8.05 of the Uniform Chancery Court Rules, each party in every domestic case involving economic issues and /or property division shall provide to opposite party or counsel certain financial disclosures unless excused by the Court. Rule 8.05 includes requirements of the following disclosures:

- a. A detailed written statement of income, expenses, assets and liabilities, such statement to be on the form attached to the Rule;
- b. Copies of the preceding year's tax return, in full form, and/or all W-2s and/or 1099s in the event the tax return has not yet been filed; and
- c. A general statement of the providing party describing the employment history and earnings from the inception of the marriage or date of divorce, whichever is applicable.

II.

Both parties are advised of their right to receive the financial statement and disclosures set forth in Rule 8.05 of Uniform Chancery Court Rules. Both parties are aware of the obvious beneficial effect of this Rule.

III.

The parties have made themselves fully aware of Rule 8.05 and its advantages, and hereby waive the right and/or necessity to receive the information set forth in Rule 8.05 of the Uniform Chancery Court Rules, and further acknowledges that both of them are familiar with the work history of the other during the period of their marriage and are generally familiar with their individual and joint assets, liabilities, income and expenses.

WITNESS OUR SIGNATURES on the date or dates list below.

_____ Co-Plaintiff

SWORN TO & SUBSCRIBED before me on this, the _____ day of _____, 20____.

NOTARY

My Commission Expires:

_____ Co-Plaintiff

SWORN TO & SUBSCRIBED before me on this, the _____ day of _____, 20____.

NOTARY

My Commission Expires:

IN THE CHANCERY COURT OF STONE COUNTY,
STATE OF MISSISSIPPI

IN THE MATTER OF THE DISSOLUTION OF)
MARRIAGE OF)

_____)

_____)

) CASE NO _____)

FINAL JUDGMENT

THIS DAY this cause came on to heard on the original Joint Complaint of _____
and _____, Co-Plaintiffs, and the Court having considered the said Complaint and
finding that it has full and complete jurisdiction of the parties and subject matter, further finds as follows:

1. The Court finds that it has jurisdiction of the parties and the subject matter of the Complaint.

2. That Co-Plaintiff, _____ is a resident of _____,
and has been a resident of Mississippi for more than six (6) months prior to the filing of this Complaint.

3. That Co-Plaintiff, _____ is a resident of _____,
and has been a resident of Mississippi for more than six (6) months prior to the filing of this Complaint.

4. The parties were lawfully married to each other on _____ in
_____, _____

5. The parties separated on _____ in _____.

6. The parties are entitle to a divorce based upon irreconcilable differences and there is no
reasonable prospect of reconciliation of this marriage.

7. No minor children were born of or adopted into this marriage and non are expected.

8. There are no property rights to be adjudicated between the parties. The parties have agreed to all property issues in the Separation and Property Settlement Agreement attached hereto as Exhibit "A". This Agreement makes adequate and sufficient provision for the settlement of their property rights and all other rights and obligations arising by virtue of their marriage, and the Court does find that all property matters have been settled between the parties.

IT IS THEREFORE ORDERED AND ADJUDGED, that the parties are hereby divorced on the grounds of irreconcilable differences, which the bonds of matrimony heretofore existing between _____ and _____, be and the same are hereby dissolved and that the parties are hereby declared to be single persons.

IT IS FURTHER ORDERED AND ADJUDGED _____ former name of _____ is restored.

IT IS FURTHER ORDERED AND ADJUDGED that the Separation and Property Settlement Agreement entered into by and between the parties and attached hereto be and the same is hereby made a part of this Final Judgment as if copied herein in the words and figures.

SO ORDERED AND ADJUDGED this the _____ day of _____, 20____.

CHANCERY JUDGE

Signature of Co-Plaintiff

Signature of Co-Plaintiff

Mailing Address

Mailing Address

Telephone Number

Telephone Number