# BEFORE YOU BEGIN – REVIEW FORM 3 & FORM 4

Before you begin the steps for the *Divorce With An Agreement – No Children* forms packet, review the "Settlement Agreement" (Form 3) and "Exhibit A: Confidential Division of Property and Debts and Values" (Form 4).

**Form 3 and Form 4 make up the FULL WRITTEN AGREEMENT for this divorce packet.**

If you believe that you and your spouse can reach an agreement on **EVERY** paragraph of Form 3 and Form 4, follow the instructions for the packet to complete all of the required forms and file with the Clerk of Court.

**If you don't believe that you and your spouse can reach an agreement on EVERY paragraph of Form 3 and Form 4, you CAN'T use this packet of forms.** To see the other divorce resources available through the ND Legal Self Help Center, go to www.ndcourts.gov/legal-self-help/divorce. Review the Summary Divorce packet of forms and the Contested Divorce Informational Guide.

**This packet of forms is designed for use in divorces with uncomplicated circumstances and DOESN'T apply to every possible situation or circumstance.** If you discover that this packet of forms doesn't fit the divorce agreement between you and your spouse, you'll need to create all of your own divorce documents or retain an attorney to do so.

**The *Divorce With An Agreement – No Children* forms packet may be used by spouses who agree in WRITING on EVERY issue in the divorce.**

**EACH of the following forms MUST be completed and signed as indicated BEFORE filing with the Clerk of Court.**

**Form 1.** **Summons** (signed by Plaintiff and a clerk of court)
**Form 2.** **Complaint** (signed by Plaintiff)
**Form 3.** **Settlement Agreement** (signed by Plaintiff & Defendant in presence of notary public)
**Form 4.** **Exhibit A: Confidential Division of Property and Debt and Values** (signed by Plaintiff & Defendant in presence of notary public)
**Form 5.** **Admission of Service** (signed by Defendant)
**Form 6.** **Affidavit of Proof for Stipulated Judgment** (signed by Plaintiff in presence of notary public)
**Form 7.** **Findings of Fact, Conclusions of Law and Order for Judgment (Proposed)** (completed, not signed)
**Form 8.** **Judgment (Proposed)** (completed, not signed)
**Form 9.** **Confidential Information Form** (signed by Plaintiff & Defendant)

**Don't include this cover sheet when you serve or file the completed form.**

**IN DISTRICT COURT, _____ COUNTY, NORTH DAKOTA**

| | | |
|---|---|---|
| **_____,** | } | |
| **Plaintiff,** | } | |
| | } | |
| **vs.** | } | **SUMMONS** |
| | } | |
| | } | **Civil No. _____** |
| **_____,** | } | |
| **Defendant.** | } | |

The State of North Dakota to the above-named defendant:

You are hereby summoned and required to appear and defend against the complaint in this action, which (is herewith served upon you) (will be filed with the Clerk of this Court), by serving upon the undersigned an answer or other proper response within twenty one (21) days after the service of the summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint.

**NOTICE OF TEMPORARY RESTRAINING PROVISIONS**

Under Rule 8.4 of the North Dakota Rules of Court, upon service of the summons, you, and your spouse, are bound by the restraints following:

(1) Neither spouse shall dispose of, sell, encumber, or otherwise dissipate any of the parties' assets except:

a. For the necessities of life or the necessary generation of income or preservation of assets; or

b. For retaining counsel to carry on or to contest the proceeding;

If a spouse disposes of, sells, encumbers, or otherwise dissipates assets during the interim period, that spouse shall provide to the other spouse an accounting within 30 days.

(2) Neither spouse shall harass the other spouse.

(3) All currently available insurance coverage must be maintained and continued without change in coverage or beneficiary designation.

(4) Neither spouse shall remove their minor child(ren) from North Dakota without the written consent of the other spouse or order of the court except for temporary periods.

**IF EITHER SPOUSE VIOLATES ANY OF THESE PROVISIONS, THAT SPOUSE MAY BE IN CONTEMPT OF COURT.**

Dated _____, 20_____.

_____
Clerk of Court

_____
Plaintiff's Signature

_____
Printed Name

_____
Street Address

_____
City/State/Zip

_____
Telephone Number

**IN DISTRICT COURT, _____ COUNTY, NORTH DAKOTA**

| | | |
|---|---|---|
| **_____,** | } | |
| **Plaintiff,** | } | |
| | } | |
| **vs.** | } | **COMPLAINT** |
| | } | |
| | } | **Civil No. _____** |
| **_____,** | } | |
| **Defendant.** | } | |

1. The plaintiff has been a resident of the State of North Dakota for at least the last six months.

2. No separate proceeding for dissolution of marriage or legal separation has been started or is pending in the State of North Dakota or elsewhere.

3. Plaintiff's identifying information is as follows:

Full Name: _____
First Middle Last

Address: _____
Street Address Apt.

_____
City County State Zip

Year of Birth: _____ Last Four Digits of Social Security Number: _____

4. Defendant's identifying information is as follows:

Full Name: _____
First Middle Last

Address: _____
Street Address Apt.

_____
City County State Zip

Year of Birth: _____ Last Four Digits of Social Security Number: _____

5. The plaintiff and defendant were married on _____ (*date*) at _____ (*city*), _____ (*state*), and ever since have been and now are spouses.

6. That the parties have no minor children nor are expecting any children to be born of the marriage.

7. The parties are owners of property, which should be divided by the Court and an equitable portion thereof, awarded to each party.

8. The parties have accumulated a certain amount of debt throughout the marriage, which should be divided, and an equitable portion thereof assessed to each party.

9. For some time prior to the commencement of this action, irreconcilable differences have arisen between the plaintiff and defendant. That this has destroyed the legitimate objects of the marriage and made it impossible for the plaintiff and defendant to live together as spouses.

WHEREFORE, plaintiff prays for Judgment as follows:

10. The bonds of matrimony presently existing between the plaintiff and defendant be wholly dissolved and that the parties be granted an absolute decree of divorce from each other.

11. For an equitable division of the property.

12. For an equitable distribution of the accumulated debts of the parties.

13. For such other and further relief as may be equitable and just.

Dated this _____ day of _____, 20_____.

_____

(*Signature of Plaintiff*)

_____

(*Plaintiff's Printed Name*)

_____

(*Address*) (*City, State, Zip Code*) (*Telephone Number*)

**IN DISTRICT COURT, _____ COUNTY, NORTH DAKOTA**

| | | |
|---|---|---|
| **_____,** | } | |
| **Plaintiff,** | } | |
| | } | |
| **vs.** | } | **SETTLEMENT AGREEMENT** |
| | } | |
| **_____,** | } | **Civil No. _____** |
| **Defendant.** | } | |
| | } | |

Plaintiff and defendant have reached an agreement resolving all of the issues in this divorce proceeding.

Plaintiff and defendant's entire agreement is set forth in this Settlement Agreement and Exhibit A: Confidential Division of Property and Debts and Values.

The Summons and Complaint were personally served upon defendant, as indicated by the Admission of Service on file herein.

**Plaintiff and defendant agree to the following facts regarding this case.**

## AGREEMENT AS TO FACTS

1. Plaintiff's full name, address, year of birth, and last four digits of social security number are:

Full Name: _____
First Middle Last

Address: _____
Street Address Apt.

_____
City County State Zip

Year of Birth: _____

Last Four Digits of Social Security Number: _____

2. Defendant's full name, address, year of birth, and last four digits of social security number are:

Full Name: _____
First Middle Last

Address: _____
Street Address Apt.

_____
City County State Zip

Year of Birth: _____

Last Four Digits of Social Security Number: _____

3. Plaintiff and defendant were married on _____ in the City of _____, County of _____, State of _____.

4. Plaintiff lived in North Dakota for the entire six (6) months immediately before serving this Complaint for Divorce.

5. Plaintiff is a member of the armed forces: Yes❑ No❑.

6. Defendant is a member of the armed forces: Yes❑ No❑.

7. Irreconcilable differences have arisen between the parties making the continuation of the marriage impossible.

8. There is no separate court case for divorce, legal separation, or annulment that has already been started by Plaintiff or Defendant in North Dakota or any other state.

9. An Adult Abuse Protection Order or Restraining Order is in effect regarding plaintiff or defendant: Yes❑ No❑.

If YES, the order protects plaintiff❑ defendant❑. The Order was filed in _____ County on the following date _____ and the court file number is _____.

10. There are no minor or dependent children born or expected to be born of this marriage.

11. Plaintiff has the following sources of monthly income:

| Source/Describe | Amount |
|---|---|
| **Employment** | **$** |
| **Public Assistance** | **$** |
| **Social Security Benefits** | **$** |
| **Unemployment/Workers Compensation** | **$** |
| **Interest/Dividend Income** | **$** |
| **Other** | **$** |

12. Defendant has the following sources of monthly income:

| Source/Describe | Amount |
|---|---|
| **Employment** | **$** |
| **Public Assistance** | **$** |
| **Social Security Benefits** | **$** |
| **Unemployment/Workers Compensation** | **$** |
| **Interest/Dividend Income** | **$** |
| **Other** | **$** |

13. Plaintiff needs spousal support from defendant: Yes❑ No❑.

If YES, this is because plaintiff is _____ years of age, has been married to defendant for _____ years, has a monthly income totaling $_____, has monthly expenses totaling $_____, and because:

_____

_____

_____.

14. Defendant needs spousal support from plaintiff: Yes❑ No❑.

If YES, this is because defendant is _____ years of age, has been married to plaintiff for _____ years, has a monthly income totaling $_____, has monthly expenses totaling $_____, and because:

_____

_____

_____.

15. Plaintiff and Defendant have outstanding debts and liabilities: Yes❑ No❑
If YES, Plaintiff's and Defendant's outstanding debts and liabilities are listed on the attached Exhibit A. Exhibit A is incorporated into this Settlement Agreement.

16. Plaintiff and Defendant own vehicles or watercraft: Yes❑ No❑.
If YES, the vehicles or watercraft are listed on the attached Exhibit A. Exhibit A is incorporated into this Settlement Agreement.

17. Plaintiff and Defendant jointly own marital property, including household goods, furniture, and furnishings, all of which property has been divided to the parties' satisfaction.

18. Plaintiff and Defendant **jointly** own real estate: Yes❑ No❑.
If YES, the real estate jointly owned by Plaintiff and Defendant is listed on the attached Exhibit A. Exhibit A is incorporated into this Settlement Agreement.

19. Plaintiff owns real estate **solely** in their own name: Yes❑ No❑.
If YES, the real estate owned **solely** by Plaintiff is listed on the attached Exhibit A. Exhibit A is incorporated into this Settlement Agreement.

20. Defendant owns real estate **solely** in their own name: Yes❑ No❑.
If YES, the real estate owned **solely** by Defendant is listed on the attached Exhibit A. Exhibit A is incorporated into this Settlement Agreement.

21. Plaintiff or Plaintiff's past or present employer or union or other group pays or has paid money into a pension, profit-sharing plan, IRA or other retirement plan for plaintiff: Yes❑ No❑.
If YES, the plans are listed on the attached Exhibit A. Exhibit A is incorporated into this Settlement Agreement.

22. Defendant or Defendant's past or present employer or union or other group pays or has paid money into a pension, profit-sharing plan, IRA or other retirement plan for defendant: Yes❑ No❑.
If YES, the plans are listed on the attached Exhibit A. Exhibit A is incorporated into this Settlement Agreement.

23. Plaintiff and Defendant own financial or other assets not otherwise mentioned.

Yes❑ No❑.

If YES, the financial or other assets not otherwise mentioned are listed on the attached Exhibit A. Exhibit A is incorporated into this Settlement Agreement.

24. Plaintiff wants to change their name: Yes❑ No❑.

If YES, the new name is _____

and plaintiff has no intent to defraud or mislead anyone by changing their name.

25. Defendant wants to change their name: Yes❑ No❑.

If YES, the new name is _____

and defendant has no intent to defraud or mislead anyone by changing their name.

**THE PARTIES STIPULATE AND AGREE that the following terms and provisions may, if approved by the Court be entered as the Judgment and Decree in the above captioned case.**

## STIPULATED TERMS FOR JUDGMENT

1. **Divorce and Court Approval.** The plaintiff is awarded an absolute Decree of Divorce from the defendant on the grounds of irreconcilable differences, all in accordance with the provisions of the North Dakota Century Code. As part of the proceedings in this matter, plaintiff will submit this Agreement to the above-entitled Court. If the divorce is not granted, the terms of this Agreement shall be of no effect. If the Court does not approve this Agreement, the parties shall be advised and shall be given the opportunity to appear and present argument, witnesses and testimony. If the Court approves this Agreement, and if the Court grants a dissolution to plaintiff herein, the terms of this Agreement shall be made a part of any Decree issued by reference, whether or not each and every portion of this Agreement is literally set forth in the Judgment and Decree.

2. (*Choose one*)

❑ a. Defendant shall pay to plaintiff the amount of $_____ per month as and for spousal support for a period of _____, commencing _____.

❑ b. Plaintiff shall pay to defendant the amount of $_____ per month as and for spousal support for a period of _____, commencing _____.

❑ c. Neither plaintiff nor defendant will be awarded permanent or rehabilitative spousal support and the court shall be divested from any jurisdiction to make any awards of spousal support in the future.

❑ d. The issue of spousal support shall be reserved.

3. (*Choose one*)

❑ Plaintiff and Defendant DO NOT own any vehicles or watercraft.

❑ The vehicles or watercraft shall be awarded to Plaintiff and Defendant as stated on the attached Exhibit A. Exhibit A is incorporated into this Settlement Agreement. The party receiving each vehicle or watercraft shall pay for all loans and insurance associated with the vehicle.

4. Plaintiff's and Defendant's household goods, furniture, and furnishings have already been divided to the parties' satisfaction.

5. (*Choose one*)

❑ Plaintiff and Defendant DO NOT have any outstanding debts or liabilities.

❑ Plaintiff's and Defendant's debts and liabilities shall be paid as stated on the attached Exhibit A. Exhibit A is incorporated into this Settlement Agreement. Each party shall hold the other harmless from any responsibility for the debts and liabilities each is ordered to pay. Any debts and liabilities not listed on Exhibit A shall be paid by the person whose name is on the debt or liability.

6. (*Choose one*)

❑ Plaintiff and Defendant DO NOT **jointly** own any real estate.

❑ Plaintiff's and Defendant's **jointly** owned real estate shall be awarded as stated on the attached Exhibit A. Exhibit A is incorporated into this Settlement Agreement.

7. (*Choose one*)

❑ Plaintiff DOES NOT **solely** own any real estate.

❑ Plaintiff's **solely** owned real estate shall be awarded as stated on the attached Exhibit A. Exhibit A is incorporated into this Settlement Agreement.

8. (*Choose one*)

❑ Defendant DOES NOT **solely** own any real estate.

❑ Defendant's **solely** owned real estate shall be awarded as stated on the attached Exhibit A. Exhibit A is incorporated into this Settlement Agreement.

9. (*Choose one*)

❑ Plaintiff DOES NOT have any pensions, profit-sharing plans, individual retirement accounts (IRAs) or other retirement plans.

❑ Plaintiff's pension, profit sharing, retirement plan, or IRA shall be awarded as stated on the attached Exhibit A. Exhibit A is incorporated into this Settlement Agreement.

If Plaintiff's retirement plan is divided between Plaintiff and Defendant, the proposed qualified domestic relations order (QDRO) is filed with this Settlement Agreement. We agree Plaintiff shall obtain the proposed QDRO. We understand that the court will not draft a QDRO document or an order including a QDRO.

10. (*Choose one*)

❑ Defendant DOES NOT have any pensions, profit-sharing plans, individual retirement accounts (IRAs) or other retirement plans.

❑ Defendant's pension, profit sharing, retirement plan, or IRA shall be awarded as stated on the attached Exhibit A. Exhibit A is incorporated into this Settlement Agreement.

If Defendant's retirement plan is divided between Defendant and Plaintiff, the proposed qualified domestic relations order (QDRO) is filed with this Settlement Agreement. We agree Defendant shall obtain the proposed QDRO. We understand that the court will not draft a QDRO document or an order including a QDRO.

11. (*Choose one*)

❑ Plaintiff and Defendant DO NOT own financial or other assets not otherwise mentioned.

❑ The parties shall be awarded all right, title, interest and equity in and to the financial or other asset not otherwise mentioned, as stated on the attached Exhibit A. Exhibit A is incorporated into this Settlement Agreement.

12. Plaintiff's name shall be changed to:_____.

❑Does Not Apply.

13. Defendant's name shall be changed to: _____.

❑Does Not Apply.

14. **Execution of Required Documents.** Each party shall, within ten (10) days from and after the date of Entry of Judgment, or upon presentation, whichever occurs first, execute any document, transfer papers, titles or other documents required to effect the terms and provisions of the Judgment and Decree. In the event that a party fails to sign transfer papers, as required, the Judgment shall operate to transfer title to property, as awarded.

15. **Finality of Settlement.** This Agreement is intended as a full, complete, final and conclusive settlement of all marital rights and all property rights between the parties.

16. **Validity of Agreement.** This Agreement shall be binding upon the parties hereto with respect to the above-entitled action, or any other action between the parties and it is agreed that the material provisions of this Agreement shall be incorporated in and made a part of any judgment or decree entered into this action.

17. **Full Disclosure and Reliance.** Each party warrants to the other that there has been accurate, complete and current disclosure of all income, assets, and liabilities.

18. **Acknowledgment of Agreement.** The parties have read this Agreement, have given it serious thought and consideration, and understand its contents. The parties agree that this Agreement is fair, just, and equitable under the circumstances, and it has been made in aid of an orderly and just determination of the property settlement in this matter satisfactory to both parties. This Agreement is being entered into by the parties subsequent to the definite understanding between them that there can be no reconciliation.

19. **Waiver of Counsel.** The parties acknowledged that each has the right to be represented by a lawyer of their choice. The parties expressly waived that right and freely and voluntarily entered into the settlement agreement which became a basis for the order for judgment and judgment.

(*Signatures follow on Page 9 of 10 and Page 10 of 10.*)

**Plaintiff's Signature:**

I, _____, Plaintiff, state under penalty of perjury that the information in this Settlement Agreement is true and correct, and that I have read, understand, and agree to be bound by this agreement.

Dated this _____ day of _____, 20_____.

_____
(*Signature of Plaintiff*)

_____
(*Plaintiff's Printed Name*)

_____
(*Address*) (*City, State, Zip Code*) (*Telephone Number*)

STATE OF _____)

COUNTY OF _____)SS

Signed and sworn to before me on _____, 20_____ by _____.

_____
(*Notary Public or Clerk of Court*)

If notary, my commission expires: _____

(*Defendant's signature follows on Page 10 of 10.*)

**Defendant's Signature:**

I, _____, Defendant, state under penalty of perjury that the information in this Settlement Agreement is true and correct, and that I have read, understand, and agree to be bound by this agreement.

Dated this _____ day of _____, 20_____.

_____
(*Signature of Defendant*)

_____
(*Defendant's Printed Name*)

_____
(*Address*) (*City, State, Zip Code*) (*Telephone Number*)

STATE OF _____)

COUNTY OF _____)SS

Signed and sworn to before me on _____, 20_____ by

_____.

_____
(*Notary Public or Clerk of Court*)

If notary, my commission expires: _____

**IN DISTRICT COURT, _____COUNTY, NORTH DAKOTA**

| | | |
|---|---|---|
| **_____,** | } | |
| **Plaintiff,** | } | **EXHIBIT A:** |
| | } | **CONFIDENTIAL DIVISION OF** |
| **vs.** | } | **PROPERTY & DEBTS & VALUES** |
| | } | |
| | } | **Civil No. _____** |
| **_____,** | } | |
| **Defendant.** | } | |

Plaintiff and Defendant have reached an agreement resolving the values and division of all property and debt in this divorce proceeding.

Plaintiff and Defendant's entire agreement resolving the values and division of all property and debt is set forth in this Exhibit A: Confidential Division of Property and Debts and Values.

1. **Debts and Liabilities:**

a. **(*Choose one*)**

❑ Plaintiff and Defendant DO NOT have any outstanding debts or liabilities.

❑ Plaintiff and Defendant agree on how to divide their debts and liabilities.

b. Plaintiff and Defendant shall pay as their own the debts and liabilities listed in their column.

c. Plaintiff and Defendant listed all debts and liabilities they know of on Exhibit A. Any debts and liabilities not listed on Exhibit A shall be paid by the person whose name is on the debt or liability.

| **Description of Debts and Liabilities** (Describe each debt/liability as clearly as possible. Include who the debt is owed to, purpose of the debt, whose name is on the debt and account numbers. Do not include mortgages on real estate.) | **Plaintiff** (Current amount owed) | **Defendant** (Current amount owed) |
|---|---|---|
| | $ | $ |
| | $ | $ |

| **Description of Debts and Liabilities** (Describe each debt/liability as clearly as possible. Include who the debt is owed to, purpose of the debt, whose name is on the debt and account numbers. Do not include mortgages on real estate.) | **Plaintiff** (Current amount owed) | **Defendant** (Current amount owed) |
|---|---|---|
| | $ | $ |
| | $ | $ |
| | $ | $ |
| | $ | $ |
| | $ | $ |
| | $ | $ |
| | $ | $ |
| **Total Debts and Liabilities to be Paid by Each Person** | **$** | **$** |

2. **Vehicles and Watercraft:**

a. **(*Choose one*)**

❑ Plaintiff and Defendant DO NOT own any vehicles or watercraft.

❑ Plaintiff and Defendant agree on how to divide their vehicles and watercraft.

b. Plaintiff and Defendant shall receive as their own, the vehicles and watercraft listed in their column.

| **Description of Vehicles/Watercraft** (Include the type of vehicle/watercraft, year/make/model, vehicle identification number, name(s) on title, balance owed, monthly payment (if any). If you own a manufactured or mobile home that HAS NOT been converted to real property, list it here.) | **Plaintiff** (Current agreed upon value) | **Defendant** (Current agreed upon value) |
|---|---|---|
| | $ | $ |
| | $ | $ |

| **Description of Vehicles/Watercraft** (Include the type of vehicle/watercraft, year/make/model, vehicle identification number, name(s) on title, balance owed, monthly payment (if any). If you own a manufactured or mobile home that HAS NOT been converted to real property, list it here.) | **Plaintiff** (Current agreed upon value) | **Defendant** (Current agreed upon value) |
|---|---|---|
| | $ | $ |
| | $ | $ |
| | $ | $ |
| **Total Value of Vehicles/Watercraft to Each Person** | **$** | **$** |

3. **Household Goods, Furniture, and Furnishings:** Plaintiff and Defendant have already divided the household goods, furniture and furnishings in an equitable manner to their satisfaction.

| | **Plaintiff** | **Defendant** |
|---|---|---|
| **Total Agreed Upon Value of Share of Household Goods, Furniture, and Furnishings to Each Person** | **$** | **$** |

4. **Real Estate Jointly Owned by Plaintiff and Defendant:**

a. **(*Choose one*)**

❑ Plaintiff and Defendant DO NOT jointly own any real estate.

❑ Plaintiff and Defendant agree on how to divide their jointly owned real estate.

b. **Property 1:**

The street address of this property is _____

_____, in the City of _____,

County of _____, State of _____, and it is legally described as:

This real property was purchased on _____ for $_____.
There is a mortgage or loan against the property in the amount of $_____.
The market value of this property is $_____.

AGREEMENT OF PLAINTIFF AND DEFENDANT:

❑ Plaintiff / ❑ Defendant (*choose one*) shall be awarded sole title and interest in **Property 1**, described above, and subject to a mortgage or loan against the property in the amount of $_____.

c. **Property 2:** ❑ Does Not Apply.

The street address of this property is _____
_____, in the City of _____,
County of _____, State of _____, and it is legally described as:

This real property was purchased on _____ for $_____.
There is a mortgage or loan against the property in the amount of $_____.
The market value of this property is $_____.

AGREEMENT OF PLAINTIFF AND DEFENDANT:

❑ Plaintiff / ❑ Defendant (*choose one*) shall be awarded sole title and interest in **Property 2**, described above, and subject to a mortgage or loan against the property in the amount of $_____.

5. **Real Estate Solely Owned by Plaintiff:**

a. **(*Choose one*)**

❑ Plaintiff DOES NOT solely own any real estate.

❑ Plaintiff and Defendant agree on how to divide Plaintiff's solely owned real estate.

b. **Property 1:**

The street address of this property is _____

_____, in the City of _____,

County of _____, State of _____, and it is legally described as:

This real property was purchased on _____ for $_____.

There is a mortgage or loan against the property in the amount of $_____.

The market value of this property is $_____.

AGREEMENT OF PLAINTIFF AND DEFENDANT:

❑ Plaintiff / ❑ Defendant (*choose one*) shall be awarded sole title and interest in **Property 1**, described above, and subject to a mortgage or loan against the property in the amount of $_____.

c. **Property 2:** ❑ Does Not Apply.

The street address of this property is _____

_____, in the City of _____,

County of _____, State of _____, and it is legally described as:

This real property was purchased on _____ for $_____.

There is a mortgage or loan against the property in the amount of $_____.

The market value of this property is $_____.

AGREEMENT OF PLAINTIFF AND DEFENDANT:

❑ Plaintiff / ❑ Defendant (*choose one*) shall be awarded sole title and interest in **Property 2**, described above, and subject to a mortgage or loan against the property in the amount of $_____.

6. **Real Estate Solely Owned by Defendant:**

a. **(*Choose one*)**

❑ Defendant DOES NOT solely own any real estate.

❑ Plaintiff and Defendant agree on how to divide Defendant's solely owned real estate.

b. **Property 1:**

The street address of this property is _____ _____, in the City of _____, County of _____, State of _____, and it is legally described as:

This real property was purchased on _____ for $_____.
There is a mortgage or loan against the property in the amount of $_____.
The market value of this property is $_____.

AGREEMENT OF PLAINTIFF AND DEFENDANT:

❑ Plaintiff / ❑ Defendant (*choose one*) shall be awarded sole title and interest in **Property 1**, described above, and subject to a mortgage or loan against the property in the amount of $_____.

c. **Property 2:** ❑ Does Not Apply.

The street address of this property is _____ _____, in the City of _____, County of _____, State of _____, and it is legally described as:

This real property was purchased on _____ for $_____.
There is a mortgage or loan against the property in the amount of $_____.
The market value of this property is $_____.

AGREEMENT OF PLAINTIFF AND DEFENDANT:

❑ Plaintiff / ❑ Defendant (*choose one*) shall be awarded sole title and interest in **Property 2**, described above, and subject to a mortgage or loan against the property in the amount of $_____.

7. **Plaintiff's Pensions, Profit-Sharing Plans, IRAs and Other Retirement Plans:**

a. **(*Choose one*)**

❑ Plaintiff DOES NOT have any pensions, profit-sharing plans, individual retirement accounts (IRAs) or other retirement plans.

❑ Plaintiff and Defendant agree on how to divide Plaintiff's pensions, profit-sharing plans, individual retirement accounts (IRAs) and other retirement plans.

b. Plaintiff's pensions, profit-sharing plans, individual retirement accounts (IRAs) and other retirement plans shall be awarded as listed in Plaintiff's and Defendant's columns.

c. If Plaintiff's retirement plan is divided between Defendant and Plaintiff, Plaintiff shall obtain the proposed qualified domestic relations order (QDRO).

| **Description of Plaintiff's Pensions, Profit-Sharing Plans, IRAs and Other Retirement Plans:** (For each plan, list the employer, union, or other group that provides the plan; the date you started working at the job or date you joined the union or group plan; the type of pension or retirement plan, and the present value. For an individual retirement account, list the account number, the bank that has the individual retirement account, and the present account balance.) | **Plaintiff** (Current agreed upon value) | **Defendant** (Current agreed upon value) |
|---|---|---|
| | $ | $ |
| | $ | $ |
| | $ | $ |
| **Total Value of Plaintiff's Retirement Plans to Each Person** | **$** | **$** |

8. **Defendant's Pensions, Profit-Sharing Plans, IRAs and Other Retirement Plans:**

a. **(*Choose one*)**

❑ Defendant DOES NOT have any pensions, profit-sharing plans, individual retirement accounts (IRAs) or other retirement plans.

❑ Plaintiff and Defendant agree on how to divide Defendant's pensions, profit-sharing plans, individual retirement accounts (IRAs) and other retirement plans.

b. Defendant's pensions, profit-sharing plans, individual retirement accounts (IRAs) and other retirement plans shall be awarded as listed in Plaintiff's and Defendant's columns.

c. If Defendant's retirement plan is divided between Defendant and Plaintiff, Defendant shall obtain the proposed qualified domestic relations order (QDRO).

| **Description of Defendant's Pensions, Profit-Sharing Plans, IRAs and Other Retirement Plans:** (For each plan, list the employer, union, or other group that provides the plan; the date you started working at the job or date you joined the union or group plan; the type of pension or retirement plan, and the present value. For an individual retirement account, list the account number, the bank that has the individual retirement account, and the present account balance.) | **Plaintiff** (Current agreed upon value) | **Defendant** (Current agreed upon value) |
|---|---|---|
| | $ | $ |
| | $ | $ |
| | $ | $ |
| **Total Value of Defendant's Retirement Plans to Each Person** | **$** | **$** |

9. **Business or Farm Interests or Assets:**

a. **(*Choose one*)**

❑ Plaintiff and Defendant DO NOT have any business or farm interests or assets.

❑ Plaintiff and Defendant agree on how to divide their business or farm interests or assets.

b. Plaintiff and Defendant shall receive as their own, the business or farm assets listed in their column.

| **Description of Business or Farm Interests or Assets:** (For each business or farm asset, describe the interest or asset, who owns the interest or asset, the location, list the account number (if any), balances owed (if any), and monthly payments (if any).) | **Plaintiff** (Current agreed upon value) | **Defendant** (Current agreed upon value) |
|---|---|---|
| | $ | $ |
| | $ | $ |
| | $ | $ |
| | $ | $ |
| **Total Value of Business or Farm Assets to Each Person** | **$** | **$** |

10. **Other Financial Assets:**

a. **(*Choose one*)**

❑ Plaintiff and Defendant DO NOT own other financial assets not otherwise mentioned on Exhibit A.

❑ Plaintiff and Defendant agree on how to divide their other financial assets not otherwise mentioned on Exhibit A.

b. Plaintiff and Defendant shall be awarded all right, title, interest and equity in and to the other financial assets listed in their column.

| **Description of Other Financial Assets:** (For example checking accounts, savings accounts, money market accounts, stocks, bonds, Certificates of Deposit, life insurance policies, notes (money owed in writing), and money owed (not in writing). For each asset, describe the asset, who owns the asset, the location, list the policy or account number (if any).) | **Plaintiff** (Current agreed upon value) | **Defendant** (Current agreed upon value) |
|---|---|---|
| | $ | $ |

| **Description of Other Financial Assets:** (For example checking accounts, savings accounts, money market accounts, stocks, bonds, Certificates of Deposit, life insurance policies, notes (money owed in writing), and money owed (not in writing). For each asset, describe the asset, who owns the asset, the location, list the policy or account number (if any).) | **Plaintiff** (Current agreed upon value) | **Defendant** (Current agreed upon value) |
|---|---|---|
| | $ | $ |
| | $ | $ |
| | $ | $ |
| | $ | $ |
| | $ | $ |
| | $ | $ |
| **Total Value of Other Financial Assets to Each Person** | **$** | **$** |

11. **Summary:**

| | **Plaintiff** | **Defendant** |
|---|---|---|
| **Vehicles and Watercraft** (Paragraph 2) | $ | $ |
| **Household Goods/Furniture/Furnishings** (Paragraph 3) | $ | $ |
| **Real Estate** (Paragraphs 4, 5, and 6) | $ | $ |
| **Pensions/Retirement Plans** (Paragraphs 7 and 8) | $ | $ |
| **Business or Farm Interests or Assets** (Paragraph 9) | $ | $ |
| **Other Financial Assets** (Paragraph 10) | $ | $ |
| **Mortgages on Real Estate** (Paragraphs 4, 5, and 6) | - $ | - $ |
| **Debts and Liabilities** (Paragraph 1) | - $ | - $ |
| (Debts & Mortgages subtracted from Assets) **Total** | **$** | **$** |

**Plaintiff's Signature:**

I, _____, Plaintiff, state under penalty of perjury that the information in this Exhibit A: Confidential Division of Property and Debts and Values is true and correct, and that I have read, understand, and agree to be bound by this agreement.

Dated this _____ day of _____, 20_____.

_____
(*Signature of Plaintiff*)

_____
(*Plaintiff's Printed Name*)

_____
(*Address*) (*City, State, Zip Code*) (*Telephone Number*)

STATE OF _____)

COUNTY OF _____)SS

Signed and sworn to before me on _____, 20_____ by

_____.

_____
(*Notary Public or Clerk of Court*)

If notary, my commission expires: _____

(*Defendant's signature follows on Page 12 of 12.*)

**Defendant's Signature:**

I, _____, Defendant, state under penalty of perjury that the information in this Exhibit A: Confidential Division of Property and Debts and Values is true and correct, and that I have read, understand, and agree to be bound by this agreement.

Dated this _____ day of _____, 20_____.

_____
(*Signature of Defendant*)

_____
(*Defendant's Printed Name*)

_____
(*Address*) (*City, State, Zip Code*) (*Telephone Number*)

STATE OF _____)

COUNTY OF _____)SS

Signed and sworn to before me on _____, 20_____ by

_____.

_____
(*Notary Public or Clerk of Court*)

If notary, my commission expires: _____

**IN DISTRICT COURT, _____ COUNTY, NORTH DAKOTA**

| | | |
|---|---|---|
| **_____,** | } | |
| **Plaintiff,** | } | |
| | } | |
| **vs.** | } | **ADMISSION OF SERVICE** |
| | } | |
| | } | **Civil No. _____** |
| **_____,** | } | |
| **Defendant.** | } | |

1. I, _____ (*Defendant name*), hereby admit receipt of a copy of the following:

- Summons;
- Complaint;
- Affidavit of Proof for Stipulated Judgment;
- Proposed Findings of Fact, Conclusions of Law and Order for Judgment; and
- Proposed Judgment.

for the above entitled action on _____ (*date*), along with a copy of the Settlement Agreement and a copy of Exhibit A: Confidential Division of Property and Debts and Values. I understand that this admission merely acknowledges receipt of the papers; it does not admit or deny any of the statements contained in the papers.

2. I declare, under penalty of perjury under the law of North Dakota, that everything stated in the Admission of Service is true and correct.

Signed on _____ (*date*) in _____ County, _____ (*State*), _____ (*Country*).

_____
(*Signature of Defendant*)

_____
(*Typed or Printed Name of Defendant*)

_____
(*Address*) (*City, State, Zip Code*)

_____
(*Telephone Number*) (*Email Address*)

**IN DISTRICT COURT, _____ COUNTY, NORTH DAKOTA**

| | | |
|---|---|---|
| **_____,** | } | |
| **Plaintiff,** | } | |
| | } | **AFFIDAVIT OF PROOF FOR** |
| **vs.** | } | **STIPULATED JUDGMENT** |
| | } | |
| | } | **Civil No. _____** |
| **_____,** | } | |
| **Defendant.** | } | |

I, _____, the undersigned, state and allege as follows:

1. I am the plaintiff in the above-entitled action.

2. I am presently a resident of the State of North Dakota, and have in good faith been a resident of the State of North Dakota for six (6) months preceding this divorce action.

3. The defendant and I were married to each other on _____ and have since that date remained spouses.

4. That the defendant and I have no minor children nor are expecting any children to be born of the marriage.

5. That during the course of this marriage the defendant and I have acquired personal property, and debt.

6. That the defendant and I have reached an agreement with respect to the division of property and debt. Said agreement has been filed with the Court. It is the further desire and intent of the defendant and I that the terms of the Settlement Agreement and Exhibit A: Confidential Division of Property and Debts and Values be incorporated into the Court's Findings of Fact, Conclusions of Law, and Order for Judgment, and the Judgment entered in this action. The parties believe the agreement distributes the property and debts in a fair and equitable manner.

7. That during the past months, disputes and differences, irreconcilable in nature, have arisen between the defendant and I. These disputes and differences have destroyed the legitimate ends of this marriage.

8. I have reviewed a signed copy of the Settlement Agreement and Exhibit A: Confidential Division of Property and Debts and Values, know the Defendant's signature, and agree that it appears on the agreement. My signature also appears on the agreement.

9. I ask that the court adopt the Settlement Agreement and Exhibit A: Confidential Division of Property and Debts and Values as a full, complete, final and conclusive settlement of all issues pertaining to the dissolution of our marriage and that I be awarded a divorce incorporating the terms of the Settlement Agreement and Exhibit A: Confidential Division of Property and Debts and Values into the judgment.

10. I state under penalty of perjury that everything I stated in this Affidavit of Proof for Stipulated Judgment is true and correct.

Dated this _____ day of _____, 20_____.

_____
(*Signature of Plaintiff*)

_____
(*Plaintiff's Printed Name*)

_____
(*Address*) (*City, State, Zip Code*) (*Telephone Number*)

STATE OF _____)
COUNTY OF _____)SS

Signed and sworn before me on _____, 20_____ by _____

_____.

_____
(*Notary Public or Clerk of Court*)
If notary, my commission expires: _____

**IN DISTRICT COURT, _____ COUNTY, NORTH DAKOTA**

| | | |
|---|---|---|
| **_____,** | } | |
| **Plaintiff,** | } | **FINDINGS OF FACT,** |
| | } | **CONCLUSIONS OF LAW** |
| **vs.** | } | **AND ORDER FOR JUDGMENT** |
| | } | |
| **_____,** | } | **Civil No. _____** |
| **Defendant.** | } | |

A Summons and Complaint for Divorce brought under N.D.C.C. Chapter 14-05 were filed by the Plaintiff in the above-named Court.

❑ Based on the written Settlement Agreement and Exhibit A: Confidential Division of Property and Debts and Values of the parties and upon all the pleadings and proceedings, herein, the Court makes the following:

❑ A hearing was held _____, by the Honorable _____ District Judge, in the District Court, _____ County, North Dakota. Plaintiff ❑did ❑did not appear personally. Defendant ❑did ❑did not appear personally. A Settlement Agreement and Exhibit A: Confidential Division of Property and Debts and Values signed by both parties have been submitted to the Court. After hearing all of the evidence and being fully advised in the premises, and being advised of the written Settlement Agreement and Exhibit A: Confidential Division of Property and Debts and Values of the parties and upon all the pleadings and proceedings, the Court makes the following:

## FINDINGS OF FACT

1. Plaintiff's full name, address, year of birth, and last four digits of social security number are:

Full Name: _____
First Middle Last

Address: _____
Street Address Apt.

_____
City County State Zip

Year of Birth: _____

Last Four Digits of Social Security Number: _____

2. Defendant's full name, address, year of birth, and last four digits of social security number are:

Full Name: _____
First Middle Last

Address: _____
Street Address Apt.

_____
City County State Zip

Year of Birth: _____

Last Four Digits of Social Security Number: _____

3. Plaintiff and defendant were married on _____ in the City of _____, County of _____, State of _____.

4. Plaintiff lived in North Dakota for the entire six (6) months prior to commencement of this action or will have been a resident for six months prior to entry of judgment in this matter.

5. Plaintiff is a member of the armed forces: Yes❑ No❑.

6. Defendant is a member of the armed forces: Yes❑ No❑.

7. Irreconcilable differences have arisen between the parties making the continuation of the marriage impossible.

8. There is no separate court case for divorce, legal separation, or annulment that has already been started by Plaintiff or Defendant in North Dakota or any other state.

9. An Adult Abuse Protection Order or Restraining Order is in effect regarding Plaintiff or Defendant: Yes❑ No❑.

If YES, the order protects Plaintiff❑ Defendant❑. The Order was filed in _____ County on the following date _____ and the court file number is _____.

10. There are no minor or dependent children born or expected to be born of this marriage.

11. Plaintiff has the following sources of monthly income:

| Source/Describe | Amount |
|---|---|
| **Employment** | **$** |
| **Public Assistance** | **$** |
| **Social Security Benefits** | **$** |
| **Unemployment/Workers Compensation** | **$** |
| **Interest/Dividend Income** | **$** |
| **Other** | **$** |

12. Defendant has the following sources of monthly income:

| Source/Describe | Amount |
|---|---|
| **Employment** | **$** |
| **Public Assistance** | **$** |
| **Social Security Benefits** | **$** |
| **Unemployment/Workers Compensation** | **$** |
| **Interest/Dividend Income** | **$** |
| **Other** | **$** |

13. Plaintiff needs spousal support from Defendant: Yes❑ No❑.

If YES, this is because Plaintiff is _____ years of age, has been married to Defendant for _____ years, has a monthly income totaling $_____, has monthly expenses totaling $_____, and because:

_____

_____

_____.

14. Defendant needs spousal support from Plaintiff: Yes❑ No❑.

If YES, this is because Defendant is _____ years of age, has been married to Plaintiff for _____ years, has a monthly income totaling $_____, has monthly expenses totaling $_____, and because:

_____

_____

_____.

15. Plaintiff and Defendant have outstanding debts and liabilities: Yes❑ No❑.

If YES, Plaintiff's and Defendant's outstanding debts and liabilities are listed on the attached Exhibit A. Exhibit A is incorporated into this Findings of Fact, Conclusions of Law and Order for Judgment.

16. Plaintiff and Defendant own vehicles or watercraft: Yes❑ No❑.

If YES, the vehicles or watercraft are listed on the attached Exhibit A. Exhibit A is incorporated into this Findings of Fact, Conclusions of Law and Order for Judgment.

17. Plaintiff and Defendant jointly own marital property, including household goods, furniture, and furnishings, all of which property has been divided to the parties' satisfaction.

18. Plaintiff and Defendant **jointly** own real estate: Yes❑ No❑.

If YES, the real estate **jointly** owned by Plaintiff and Defendant is listed on the attached Exhibit A. Exhibit A is incorporated into this Findings of Fact, Conclusions of Law and Order for Judgment.

19. Plaintiff owns real estate **solely** in their own name: Yes❑ No❑.

If YES, the real estate owned solely by Plaintiff is listed on the attached Exhibit A. Exhibit A is incorporated into this Findings of Fact, Conclusions of Law and Order for Judgment.

20. Defendant owns real estate **solely** in their own name: Yes❑ No❑.

If YES, the real estate owned solely by Defendant is listed on the attached Exhibit A. Exhibit A is incorporated into this Findings of Fact, Conclusions of Law and Order for Judgment.

21. Plaintiff or Plaintiff's past or present employer or union or other group pays or has paid money into a pension, profit-sharing plan, IRA or other retirement plan for Plaintiff: Yes❑ No❑.

If YES, the plans are listed on the attached Exhibit A. Exhibit A is incorporated into this Findings of Fact, Conclusions of Law and Order for Judgment.

22. Defendant or Defendant's past or present employer or union or other group pays or has paid money into a pension, profit-sharing plan, IRA or other retirement plan for Defendant: Yes❑ No❑.

If YES, the plans are listed on the attached Exhibit A. Exhibit A is incorporated into this Findings of Fact, Conclusions of Law and Order for Judgment.

23. Plaintiff and Defendant own financial or other assets not otherwise mentioned: Yes❑ No❑.

If YES, the financial or other assets not otherwise mentioned are listed on the attached Exhibit A. Exhibit A is incorporated into this Findings of Fact, Conclusions of Law and Order for Judgment.

24. Plaintiff wants to change their name: Yes❑ No❑.

If YES, the new name is _____ and plaintiff has no intent to defraud or mislead anyone by changing their name.

25. Defendant wants to change their name: Yes❑ No❑.

If YES, the new name is _____ and defendant has no intent to defraud or mislead anyone by changing their name.

**(THIS SPACE LEFT INTENTIONALLY BLANK)**

**FROM THE ABOVE AND FOREGOING, the Court now makes and enters the following:**

## CONCLUSIONS OF LAW

1. **Divorce and Court Approval.** The Plaintiff is awarded an absolute Decree of Divorce from the Defendant on the grounds of irreconcilable differences, all in accordance with the provisions of the North Dakota Century Code.

2. (*Choose one*)

❑ a. Defendant shall pay to Plaintiff the amount of $_____ per month as and for spousal support for a period of _____, commencing _____.

❑ b. Plaintiff shall pay to Defendant the amount of $_____ per month as and for spousal support for a period of _____, commencing _____.

❑ c. Neither plaintiff nor Defendant will be awarded permanent or rehabilitative spousal support and the court shall be divested from any jurisdiction to make any awards of spousal support in the future.

❑ d. The issue of spousal support shall be reserved.

3. (*Choose one*)

❑ Plaintiff and Defendant DO NOT own any vehicles or watercraft.

❑ The vehicles or watercraft shall be awarded to Plaintiff and Defendant as stated on the attached Exhibit A. Exhibit A is incorporated into this Findings of Fact, Conclusions of Law and Order for Judgment. The party receiving each vehicle or watercraft shall pay for all loans and insurance associated with the vehicle~~:~~.

4. Plaintiff's and Defendant's household goods, furniture, and furnishings have already been divided to the parties' satisfaction.

5. (*Choose one*)

❑ Plaintiff and Defendant DO NOT have any outstanding debts or liabilities.

❑ Plaintiff's and Defendant's debts and liabilities shall be paid as stated on the attached Exhibit A. Exhibit A is incorporated into this Findings of Fact, Conclusions of Law and Order for Judgment. Each party shall hold the other harmless from any responsibility for the debts and liabilities each is ordered to pay. Any debts and liabilities not listed on Exhibit A shall be paid by the person whose name is on the debt or liability.

6. (*Choose one*)

❑ Plaintiff and Defendant DO NOT **jointly** own any real estate.

❑ Plaintiff's and Defendant's **jointly** owned real estate shall be awarded as stated on the attached Exhibit A. Exhibit A is incorporated into this Findings of Fact, Conclusions of Law and Order for Judgment.

7. (*Choose one*)

❑ Plaintiff DOES NOT **solely** own any real estate.

❑ Plaintiff's **solely** owned real estate shall be awarded as stated on the attached Exhibit A. Exhibit A is incorporated into this Findings of Fact, Conclusions of Law and Order for Judgment.

8. (*Choose one*)

❑ Defendant DOES NOT **solely** own any real estate.

❑ Defendant's **solely** owned real estate shall be awarded as stated on the attached Exhibit A. Exhibit A is incorporated into this Findings of Fact, Conclusions of Law and Order for Judgment.

9. (*Choose one*)

❑ Plaintiff DOES NOT have any pensions, profit-sharing plans, individual retirement accounts (IRAs) or other retirement plans.

❑ Plaintiff's pension, profit sharing, retirement plan, or IRA shall be awarded as stated on the attached Exhibit A. Exhibit A is incorporated into this Findings of Fact, Conclusions of Law and Order for Judgment.

❑ (*choose if applicable*) Plaintiff's retirement plan is divided between Plaintiff and Defendant. Plaintiff's proposed qualified domestic relations order (QDRO) is on file herein. The court will not draft a QDRO document or an order including a QDRO.

10. (*Choose one*)

❑ Defendant DOES NOT have any pensions, profit-sharing plans, individual retirement accounts (IRAs) or other retirement plans.

❑ Defendant's pension, profit sharing, retirement plan, or IRA shall be awarded as stated on the attached Exhibit A. Exhibit A is incorporated into this Findings of Fact, Conclusions of Law and Order for Judgment.

❑ (*choose if applicable*) Defendant's retirement plan is divided between Plaintiff and Defendant. Defendant's proposed qualified domestic relations order (QDRO) is on file herein. The court will not draft a QDRO document or an order including a QDRO.

11. (*Choose one*)

❑ Plaintiff and Defendant DO NOT own financial or other assets not otherwise mentioned.

❑ The parties shall be awarded all right, title, interest and equity in and to the financial or other asset not otherwise mentioned, as stated on the attached Exhibit A. Exhibit A is incorporated into this Findings of Fact, Conclusions of Law and Order for Judgment.

12. Plaintiff's name shall be changed to:_____.

❑ Does Not Apply.

13. Defendant's name shall be changed to: _____.

❑ Does Not Apply.

14. **Execution of Required Documents.** Each party shall, within ten (10) days from and after the date of Entry of Judgment, or upon presentation, whichever occurs first, execute any document, transfer papers, titles or other documents required to effect the terms and provisions of the Judgment and Decree. In the event that a party fails to sign transfer papers, as required, the Judgment shall operate to transfer title to property, as awarded.

15. **Waiver of Counsel.** The parties acknowledged that each has the right to be represented by a lawyer of their choice. The parties expressly waived that right and freely and voluntarily entered into the settlement agreement which became a basis for the order for judgment and judgment.

## ORDER FOR JUDGMENT

LET JUDGMENT BE ENTERED ACCORDINGLY.

Dated on _____, 20_____

BY THE COURT:

_____
Judge/Judicial Referee of the District Court

Civil No. _____

**IN DISTRICT COURT, _____ COUNTY, NORTH DAKOTA**

| | | |
|---|---|---|
| **_____,** | } | |
| **Plaintiff,** | } | |
| | } | **JUDGMENT** |
| **vs.** | } | |
| | } | |
| **_____,** | } | **Civil No. _____** |
| **Defendant.** | } | |
| | } | |

A Summons and Complaint for Divorce brought under N.D.C.C. Chapter 14-05 were filed by the Plaintiff in the above-named Court.

❑ Based on the written Settlement Agreement and Exhibit A: Confidential Division of Property and Debts and Values of the parties and upon all the pleadings and proceedings, herein, and having made its Findings of Fact, Conclusions of Law and Order for Judgment:

❑ The above-entitled proceeding came before the Court on _____, and was heard by the Honorable _____ District Judge, in the District Court, _____ County, North Dakota. Plaintiff ❑did ❑did not appear personally. Defendant ❑did ❑did not appear personally. The Court having reviewed the Settlement Agreement and Exhibit A: Confidential Division of Property and Debts and Values signed by both parties, and being fully advised in the premises, and having made its Findings of Fact, Conclusions of Law and Order for Judgment:

**IT IS HEREBY ORDERED AND ADJUDGED AND DECREED AS FOLLOWS:**

1. **Divorce and Court Approval.** The Plaintiff is awarded an absolute Decree of Divorce from the Defendant on the grounds of irreconcilable differences, all in accordance with the provisions of the North Dakota Century Code.

2. (*Choose one*)

❑ a. Defendant shall pay to Plaintiff the amount of $_____ per month as and for spousal support for a period of _____, commencing _____.

❑ b. Plaintiff shall pay to Defendant the amount of $_____ per month as and for spousal support for a period of _____, commencing _____.

❑ c. Neither plaintiff nor Defendant will be awarded permanent or rehabilitative spousal support and the court shall be divested from any jurisdiction to make any awards of spousal support in the future.

❑ d. The issue of spousal support shall be reserved.

3. (*Choose one*)

❑ Plaintiff and Defendant DO NOT own any vehicles or watercraft.

❑ The vehicles or watercraft shall be awarded to Plaintiff and Defendant as stated on the attached Exhibit A. Exhibit A is incorporated into this Judgment. The party receiving each vehicle or watercraft shall pay for all loans and insurance associated with the vehicle.

4. Plaintiff's and Defendant's household goods, furniture, and furnishings have already been divided to the parties' satisfaction.

5. (*Choose one*)

❑ Plaintiff and Defendant DO NOT have any outstanding debts or liabilities.

❑ Plaintiff's and Defendant's debts and liabilities shall be paid as stated on the attached Exhibit A. Exhibit A is incorporated into this Judgment. Each party shall hold the other harmless from any responsibility for the debts and liabilities each is ordered to pay. Any debts and liabilities not listed on Exhibit A shall be paid by the person whose name is on the debt or liability.

6. (*Choose one*)

❑ Plaintiff and Defendant DO NOT **jointly** own any real estate.

❑ Plaintiff's and Defendant's **jointly** owned real estate shall be awarded as stated on the attached Exhibit A. Exhibit A is incorporated into this Judgment.

7. (*Choose one*)

❑ Plaintiff DOES NOT **solely** own any real estate.

❑ Plaintiff's **solely** owned real estate shall be awarded as stated on the attached Exhibit A. Exhibit A is incorporated into this Judgment.

8. (*Choose one*)

❑ Defendant DOES NOT **solely** own any real estate.

❑ Defendant's **solely** owned real estate shall be awarded as stated on the attached Exhibit A. Exhibit A is incorporated into this Judgment.

9. (*Choose one*)

❑ Plaintiff DOES NOT have any pensions, profit-sharing plans, individual retirement accounts (IRAs) or other retirement plans.

❑ Plaintiff's pension, profit sharing, retirement plan, or IRA shall be awarded as stated on the attached Exhibit A. Exhibit A is incorporated into this Judgment.

❑ (*choose if applicable*) Plaintiff's retirement plan is divided between Plaintiff and Defendant. Plaintiff's proposed qualified domestic relations order (QDRO) is on file herein. The court will not draft a QDRO document or an order including a QDRO.

10. (*Choose one*)

❑ Defendant DOES NOT have any pensions, profit-sharing plans, individual retirement accounts (IRAs) or other retirement plans.

❑ Defendant's pension, profit sharing, retirement plan, or IRA shall be awarded as stated on the attached Exhibit A. Exhibit A is incorporated into this Judgment.

❑ (*choose if applicable*) Defendant's retirement plan is divided between Plaintiff and Defendant. Defendant's proposed qualified domestic relations order (QDRO) is on file herein. The court will not draft a QDRO document or an order including a QDRO.

11. (*Choose one*)

❑ Plaintiff and Defendant DO NOT own financial or other assets not otherwise mentioned.

❑ The parties shall be awarded all right, title, interest and equity in and to the financial or other asset not otherwise mentioned, as stated on the attached Exhibit A. Exhibit A is incorporated into this Judgment.

12. Plaintiff's name shall be changed to:_____.

❑ Does Not Apply.

13. Defendant's name shall be changed to: _____.

❑ Does Not Apply.

14. **Execution of Required Documents.** Each party shall, within ten (10) days from and after the date of Entry of Judgment, or upon presentation, whichever occurs first, execute any document, transfer papers, titles or other documents required to effect the terms and provisions of the Judgment and Decree. In the event that a party fails to sign transfer papers, as required, the Judgment shall operate to transfer title to property, as awarded.

15. **Waiver of Counsel.** The parties acknowledged that each has the right to be represented by a lawyer of their choice. The parties expressly waived that right and freely and voluntarily entered into the settlement agreement which became a basis for the order for judgment and judgment.

16. In accordance with North Dakota Century Code Section 14-05-02.1:

Plaintiff's social security number is: XXX-XX-_____.

Defendant's social security number is: XXX-XX-_____.

WITNESS the hand and seal of this Court in the City of _____, State of North Dakota, on _____, 20____, Clerk of the District Court, County of _____.

_____
Clerk of the District Court

Civil No. _____

**IN DISTRICT COURT, _____ COUNTY, NORTH DAKOTA**

| | | |
|---|---|---|
| **_____,** | } | |
| **Plaintiff,** | } | |
| | } | **CONFIDENTIAL INFORMATION** |
| **vs.** | } | **FORM** |
| | } | |
| **_____.** | } | **Civil No. _____** |
| **Defendant.** | } | |
| | } | |

| | **FULL INFORMATION** | **REDACTED INFORMATION** |
|---|---|---|
| **PLAINTIFF:** | | |
| Name: | _____ | |
| Date of Birth: | _____ | Year of Birth: _____ |
| Social Security #: | _____ | XXX-XX-_____ |
| **DEFENDANT:** | | |
| Name: | _____ | |
| Date of Birth: | _____ | Year of Birth: _____ |
| Social Security #: | _____ | XXX-XX-_____ |
| **FINANCIAL ACCOUNT NUMBERS:** | | |
| Name of Account: | _____ | |
| Account Number: | _____ | Last 4 digits: _____ |
| Name of Account: | _____ | |
| Account Number: | _____ | Last 4 digits: _____ |
| Name of Account: | _____ | |
| Account Number: | _____ | Last 4 digits: _____ |

Dated this _____ day of _____, 20____

_____, Plaintiff
(Signature of Plaintiff)

_____, Defendant
(Signature of Defendant)

**IN DISTRICT COURT, _____ COUNTY, NORTH DAKOTA**

| | | |
|---|---|---|
| **_____,** | } | |
| **Plaintiff,** | } | |
| | } | |
| **vs.** | } | **NOTICE OF ENTRY OF JUDGMENT** |
| | } | |
| | } | **Civil No. _____** |
| **_____.** | } | |
| **Defendant.** | } | |

**TO: DEFENDANT,** _____,

**PLEASE TAKE NOTICE** that on _____, 20_____, a Judgment was entered in the office of the Clerk of District Court, _____ County, City of _____, North Dakota, Docket Number _____.

A copy of the judgment is attached.

Dated this _____ day of _____, 20_____.

_____
*Signature of Plaintiff*

_____
*Typed or Printed Name of Plaintiff*

_____
*Address*

_____, _____ _____
*City* *State* *Zip Code*

(_____) _____
*Telephone Number*

# DIVORCE WITH AGREEMENT: WITHOUT CHILDREN
# INSTRUCTIONS FOR NOTICE OF ENTRY OF JUDGMENT FORM

(The *Notice of Entry of Judgment* Form (Form 10) is part of the *Divorce with Agreement: Without Children* packet of forms. Review the instructions for the packet of forms before completing the Notice of Entry of Judgment.)

**ND Legal Self Help Center Staff and Court employees cannot help you fill out forms. If you are unsure how to proceed, consult a lawyer.**

**There is no guarantee that all judges and courts will accept forms available through the ND Legal Self Help Center. Use at your own risk.**

**Do not include these instruction sheets when you serve or file the completed form.**

## THE PLAINTIFF COMPLETES AND SIGNS THIS FORM.

Within 14 days after the divorce judgment is entered, the plaintiff must serve a completed copy of the *Notice of Entry of Judgment* form (Form 10) on the defendant. A copy of the signed and dated divorce judgment must be served with the Notice of Entry of Judgment.

**Top of Form (Caption):** Fill in the caption exactly as you filled in the caption on the *Summons* form (Form 1).

**To:** Fill in the full, legal name of the defendant.

**Paragraph:** Fill in the date the Clerk of Court signed the divorce judgment. Fill in the County and City of the North Dakota District Court where the divorce judgment was signed. Fill in the Docket Number of the divorce judgment.

To find the Docket Number of the divorce judgment:

- Click on "Search Records & Pay Fines" at www.ndcourts.gov.
- Read the information, then click on the "Click here to Proceed" link.
- Select the county where your divorce action was decided, or select State of North Dakota from the drop down menu.
- Click on the "Civil, Family & Probate Case Records" link.
- Select "Case" in the "Search By:" field.
- Enter your case number in the "Case Number" field.
- Click on the "Search" box.
- Click on the link for your case number.
- Scroll through the list of documents until you find the divorce judgment. (The date on the judgment should match the date of the judgment in the list of documents.
- The Docket Number will be shown as "Doc ID# __"

**Date and Signature:** Complete the date and signature block.

- Fill in the date you sign this document.
- Sign the signature line.
- Fill in the address lines. If you have a physical address and a mailing address, type or write both addresses using the lines provided, and the space next to the address lines.
- Fill in the telephone number line.

**Make two copies of the completed and signed *Notice of Entry of Judgment* form (Form 10).** Keep one copy for your records. You will serve the other copy on the defendant. The original is filed with the Clerk of Court.

**Make two copies of the divorce judgment with the signature and date of the Clerk of Court.** Keep one copy for your records. You will serve the other copy on the defendant.

**Serve the following on the defendant:**

- A copy of the completed and signed *Notice of Entry of Judgment* form (Form 10); and
- A copy of the divorce judgment signed and dated by the Clerk of Court.

**File the following with the Clerk of Court:**

- The original, completed and signed *Notice of Entry of Judgment* form (Form 10); and
- A completed, signed and notarized affidavit of service that shows the defendant was served a copy of the completed *Notice of Entry of Judgment* form (Form 10) and a copy of the signed and dated divorce judgment.

**See service by mail instructions and an affidavit of service by mail form below.**

**Do not include these instruction sheets when you serve or file the completed form.**

**IN DISTRICT COURT, _____ COUNTY, NORTH DAKOTA**

| | | |
|---|---|---|
| **_____,** | } | |
| **Plaintiff,** | } | |
| | } | |
| **vs.** | } | **AFFIDAVIT OF SERVICE BY MAIL** |
| | } | |
| | } | **Civil No. _____** |
| **_____.** | } | |
| **Defendant.** | } | |

STATE OF NORTH DAKOTA COUNTY OF _____

I, _____, swear that I am at least 18 years of age, and on _____, 20_____, I served the Notice of Entry of Judgment and a copy of the Judgment, in the above entitled case, on the following party by placing a true and correct copy of each in an envelope to the last known address of:

_____

_____

_____

_____

and depositing the envelope, with sufficient postage, in the United States mail at the Post Office located in _____, _____.

Dated: _____, 20_____

_____
(*Signature of Person Who Mailed Envelope*)

Subscribed and sworn to before me this _____ day of _____, 20 ____.

_____
Clerk or Notary Public _____ County, North Dakota

If notary, my commission expires: _____

# DIVORCE WITH AGREEMENT: WITHOUT CHILDREN

# INSTRUCTIONS FOR AFFIDAVIT OF SERVICE BY MAIL FORM

(The *Affidavit of Service by Mail form* is part of the *Divorce with Agreement: Without Children* packet of forms. Review the instructions for the packet of forms before completing the Affidavit of Service by Mail.)

**ND Legal Self Help Center Staff and Court employees cannot help you fill out forms. If you are unsure how to proceed, you should consult a lawyer.**

**There is no guarantee that all judges and courts will accept forms available through the ND Legal Self Help Center. Use at your own risk.**

**Do not include this instruction sheet when you serve or file the completed form.**

**THE PERSON WHO SERVES A COPY OF THE NOTICE OF ENTRY OF JUDGMENT AND A COPY OF THE SIGNED AND DATED DIVORCE JUDGMENT ON THE DEFENDANT COMPLETES THIS FORM.**

Within 14 days after divorce judgment is entered, the plaintiff must have a completed copy of the *Notice of Entry of Judgment* form and a copy of the signed and dated divorce judgment served on the defendant.

The plaintiff must file proof of service with the Clerk of Court. A completed, signed and notarized affidavit of service is your proof of service.

**Top of Form (Caption):** Fill in the caption exactly as you filled in the caption on the *Summons* form (Form 1).

**County:** Fill in the name of the County.

**Person Serving Documents:** Fill in the full, legal name of the person serving the documents.

**Address Block:** Fill in the full, legal name of the defendant. Fill in the defendant's mailing address. This is the address where the copies of the documents were mailed.

**Post Office City/State:** Fill in the city and state of the U.S. Post Office from which the copies of the documents were mailed.

**Date, Signature and Notary Public Block:** The person serving the documents DOES NOT complete the Date, Signature or Notary Public lines until they are in front of a North Dakota Clerk of District Court or a notary public. The clerk or notary public will witness the signature and fill out and sign the Notary Public lines.

**You can find more information about service at www.ndcourts.gov/legal-self-help/service-in-a-civil-action. Review the information and forms in the "Service After a District Court Civil Action Has Started" section.**