

DISSOLUTION NO CHILDREN
Checklist of Forms to be Completed

Forms to be completed by you and your spouse:

- Domestic Case Designation Form
- Petition for Dissolution
- Separation Agreement *
- Financial Affidavit- Husband *
- Financial Affidavit- Wife *
- Waiver of Service of Summons

Form to be brought to the final hearing

- Decree of Dissolution

* to be signed in front of a notary

**COURT OF COMMON PLEAS
HOCKING COUNTY, OHIO**

CASE NO. _____

Petitioner,

JUDGE _____

vs.

**DOMESTIC CASE
DESIGNATION FORM**

Petitioner.

Has this case been previously filed and dismissed? Check one: Yes No

If yes, list Case Number: _____

Judge: _____

List all related pending case(s), including case number and judge:

DOMESTIC CATEGORIES

Place (X) in ONE category only:

- A. Termination of Marriage w/children (Divorce)
- B. Termination of Marriage w/o children (Divorce)
- C. Dissolution of Marriage w/ children
- D. Dissolution of Marriage w/o children
- E. Change of Custody
- F. Visitation Enforcement/Modification
- G. Support Enforcement/Modification
- H. Domestic Violence
- I. U.I.F.S.A.

J. Parentage

K. Other (i.e., Foreign Support Enforcement, Warrants, Spousal Support Enforcement)

Signature of Wife

Signature of Husband

Address

Address

Telephone

Telephone

**COURT OF COMMON PLEAS
HOCKING COUNTY, OHIO**

CASE NO. _____

Petitioner,

JUDGE _____

vs.

**PETITION FOR DISSOLUTION OF
MARRIAGE AND WAIVER OF
SERVICE OF SUMMONS
(NO MINOR CHILDREN)**

Petitioner.

Wife's Information:

Name _____

Address _____

DOB _____

Husband's Information:

Name _____

Address _____

DOB _____

1. At least one of the Petitioners has been a resident of the State of Ohio for at least six (6) months and a resident of this county for at least 90 days or more immediately prior to filing this Petition.

2. The date and place of the marriage of the parties are:

Date of Marriage: _____

Place of Marriage: _____

3. There are no children born or adopted during this marriage currently under the age of 19.
The wife is not pregnant.
4. A Separation Agreement, agreed to and signed by both Petitioners, which provides for a division of all property, payment of debts, and spousal support, where applicable, is attached as Exhibit A.
5. Petitioners acknowledge that they have voluntarily entered into the attached Separation Agreement, that they are satisfied with its terms, and that they seek a Dissolution of the Marriage and the Court's approval of the agreement.
6. The wife

- does
 does not

request to be restored to a former name.

Former Name: _____

WHEREFORE, Petitioners request the Court to grant a Dissolution of the Marriage, incorporating the attached Separation Agreement.

 Signature of Petitioner/Wife Date

 Signature of Petitioner/Husband Date

**COURT OF COMMON PLEAS
HOCKING COUNTY, OHIO**

CASE NO. _____

Petitioner,

JUDGE _____

vs.

**SEPARATION AGREEMENT
(NO MINOR CHILDREN)**

Petitioner.

This Separation Agreement is voluntarily made and entered into by Wife, _____, and by Husband, _____, (hereafter called "parties"), who represent the following:

1. The date and place of the marriage of the parties are:

Date of Marriage: _____

Place of Marriage: _____

2. Differences have arisen between the parties and they intend to live separate and apart from each other. The parties acknowledge that they are incompatible as marriage partners.
3. By this Agreement, the parties settle, determine and provide for a division of all their property and debts, and for spousal support, where applicable.

In consideration of the above and the mutual promises and agreements set forth below, the parties state as follows:

I. Separation

The parties shall live separate and apart. Each shall be free from harassment by the other. Neither party shall interfere with the activities, personal life, or privacy of the

other; nor shall either engage in any course of conduct calculated to restrain, embarrass, injure, or hinder the other in any way.

II. Division of Property

All property, real and personal, wherever situated, which the parties own jointly or individually, or in common with each other, shall be divided as follows:

A. Real Property (Real Estate)

- We have no real property.
- The husband has real property which he owned prior to this marriage and the wife is waiving her claims to his real property, now and in the future.
The property is located at:

- The wife has real property which she owned prior to this marriage and the husband is waiving his claims to her real property, now and in the future.
The property is located at:

- The parties jointly own real property and agree to dispose of it as follows:
Location: _____ Disposed of as follows: _____

- Each party shall pay for and hold the other harmless from any debt owing on real property they receive unless otherwise stated in this agreement.

B. Motor Vehicles

- There are no motor vehicles titled in either party's name.

Husband shall receive, free and clear of any claims of the wife, all right, title and interest in the following motor vehicles:

Wife shall receive, free and clear of any claims of the husband, all right, title and interest in the following motor vehicles:

Each party shall pay for, and hold the other harmless from, any debt owing on the motor vehicle(s) they receive unless otherwise stated in this agreement.

C. Household Goods and Personal Property

We agree that our household goods and personal property are already divided, and we are satisfied with the division.

Husband shall receive the following household goods:

Wife shall receive the following household goods:

See the attached list for the division of household goods.

D. Bank Accounts (checking, savings, credit union, certificate of deposit)

We agree that our accounts are already divided, and we are satisfied with the division.

Husband shall receive the following account(s): (list the type and account number)

Type of Account

Account Number

Wife shall receive the following account(s):

Type of Account

Account Number

We have no accounts.

E. Stocks and/or Bonds

We agree that all stocks and/or bonds are already divided, and we are satisfied with the division.

Husband shall receive the following stocks/bonds:

Wife shall receive the stocks/bonds:

We do not have any stocks/bonds.

F. Pension/Profit Sharing, IRA, 401 K and/or Retirement Plans

We agree that these assets are already divided, and we are satisfied with the division.

Husband shall receive the following:

Wife shall receive the following:

We do not have any of the above.

G. Life Insurance

We agree that the cash value of all life insurance policies has already been divided.

Husband shall receive the following life insurance policy, free and clear of any claims of the wife:

Wife shall receive the following life insurance policy, free and clear of any claims of the husband:

The parties have no life insurances policies with a cash value.

III. Spousal Support

Neither the wife nor husband shall pay spousal support now or in the future to the other.

_____ shall pay spousal support to _____ in the amount of _____ per month, plus a 2% processing fee, payable through Hocking County Child Support Enforcement Agency (CSEA) effective _____ (date) which shall terminate upon the happening of the earliest of the following events:

1. _____ After a period of _____ months;
2. Death of the spouse receiving or paying the spousal support;
3. Remarriage by the spouse receiving support;
4. (Other):

The parties agree that the Court

- shall
 shall not

have continuing jurisdiction to modify spousal support.

IV. Debts

Each party shall pay all debts incurred by him or her individually from this day forward, including any debts or expenses incurred after the separation and prior to the granting of the divorce or dissolution.

We have no debts.

We agree to the payment of all debts we owe as follows:

	Creditor	Purpose of Loan	Approximate Balance	Who will Pay Husband/Wife
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____

V. Non-Use of Other's Credit

Neither party shall incur any debt or obligation upon the credit of the other. If they do, they shall repay, indemnify, and hold the other harmless as to any such debt or obligation.

VI. Name Change

The wife will will not request be restored to the former name:

VII. Complete Disclosure

Each Party has made a full and complete disclosure of their assets and property, and neither has knowledge of any property of any kind in which the Parties have any interest. In the event it is discovered that either Party has failed to disclose, whether knowingly or inadvertently, an asset the value of which is greater than \$1,000.00, the other Party shall be entitled to one-half of its value upon written request.

VIII. Incorporation into Decree

If either the husband or the wife files an action for divorce or legal separation, or if they jointly institute proceedings for a dissolution, in this state or elsewhere, this agreement shall be presented to the court in such proceeding with the request that it

be adjudicated to be fair, just, and proper, and that this agreement and all of its terms and provisions be incorporated into the decree of the court.

IX. Complete Agreement

This written agreement is the complete agreement of the parties. There are no other representations, agreements, statements, or prior written matters that shall have any effect. Each party fully understands the agreement and is signing this agreement freely and voluntarily.

No modification or waiver of any of the terms hereof shall be valid unless in writing and signed by both the parties. No waiver of any breach hereof or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

X. Performance of Necessary Acts

Upon execution of this agreement, each party shall deliver to the other party, or permit the other party to take possession of all items of property to which each is entitled under the terms of this agreement, and all periodic payments required under the terms of this agreement shall commence.

Within 15 days after journalization of a Decree of Dissolution of Marriage of the parties or of a Decree of Divorce between the parties, incorporating this agreement or any amendment or modification thereto, each party shall execute and deliver all deeds, conveyances, titles, certificates and other documents or instruments necessary and proper to effectuate all the terms of this agreement.

Upon the failure of either party to execute and deliver any such deed, conveyance, title, certificate or other document or instrument to the other party, this agreement shall constitute and operate as such properly executed document and the County Auditor, County Recorder and/or Clerk of Courts and any and all other public and

private officials are hereby authorized and directed to accept this agreement or a properly certified copy thereof if lieu of the documented regularly required for such conveyance or transfer.

XI. Other

We agree to the following additional matters:

XII. Severability

If any provision of this agreement is held to be invalid or unenforceable, all other provisions shall continue in full force and effect.

XIII. Applicable Law

All of the provisions of this agreement shall be construed and enforced in accordance with the laws of the State of Ohio.

XIV. Mutual Release

Except as otherwise provided, the parties do release and forever discharge each other from any and all actions, suits, debts, claims, demands, and obligations whatsoever, both in law and in equity, which either of them ever had, now has, or may have or assert against the other upon or by reason of any matter, cause, or thing up to the date of the execution of this agreement.

Each party waives all rights of inheritance and the right to share in the estate of the other, and waive all rights which would otherwise be available as a surviving spouse, except payments or rights included expressly in this agreement.

Witness

Petitioner/Wife's Signature

Witness

State of Ohio
County of _____

Acknowledgement

The foregoing Separation Agreement was signed and acknowledged before me
_____ this _____ day of _____, 20_____.
(Wife)

Notary Public, State of Ohio
My Commission Expires _____

Witness

Petitioner/Husband's Signature

Witness

State of Ohio
County of _____

Acknowledgement

The foregoing Separation Agreement was signed and acknowledged before me
_____ this _____ day of _____, 20_____.
(Husband)

Notary Public, State of Ohio
My Commission Expires _____

**COURT OF COMMON PLEAS
HOCKING COUNTY, OHIO**

	CASE NO.	
Plaintiff,		
	JUDGE	
vs.		

	FINANCIAL AFFIDAVIT- HUSBAND
Defendant.	

Wife's Information:

Name	
Address	
DOB	

Husband's Information:

Name	
Address	
DOB	

I, _____, Petitioner Husband, state under oath that the following information is complete and accurate to the best of my information, knowledge and belief:

1. I am employed at:

Employer's Name

Employer's Address

2. I earn \$ _____
 per hour
 per week
 per month
3. _____ I work an average of _____ hours per week.
4. I receive unemployment compensation of \$ _____
 per hour
 per week
 per month
5. I receive workers' compensation or disability insurance benefits of \$ _____
 per hour
 per week
 per month
6. I received other income in the amount of \$ _____
 per month
 per year
- I receive this income from: _____
(List source including self-employment income if applicable)
7. My gross income for last year was \$ _____
8. My year-to-date gross income for this year is \$ _____ through _____
(date)
9. I am the biological parent of _____ other minor child(ren) who live in my home. I receive \$ _____ per month is court-ordered child support for these other minor biological chil(ren).
10. _____ I pay _____ percent city income tax.
11. I pay union dues and uniforms in the amount of \$ _____

12. _____ I pay \$ _____ per month in court-ordered spousal support to my ex-wife.

13. _____ I pay \$ _____ per month in court-ordered child support for another child(ren).

Signature of Petitioner Husband

Sworn to and subscribed in my presence this _____ day _____ of 20____.

Notary Public

**COURT OF COMMON PLEAS
HOCKING COUNTY, OHIO**

Plaintiff,

vs.

CASE NO. _____
JUDGE _____

Defendant.

FINANCIAL AFFIDAVIT- WIFE

Wife's Information: _____

Address _____

DOB _____

Husband's Information:

Name _____

Address _____

DOB _____

I, _____, Petitioner Wife, state under oath that the following information is complete and accurate to the best of my information, knowledge and belief:

1. I am employed at:

Employer's Name

Employer's Address

2. I earn \$ _____
- per hour
- per week
- per month
3. _____ I work an average of _____ hours per week.
4. I receive unemployment compensation of \$ _____
- per hour
- per week
- per month
5. I receive workers' compensation or disability insurance benefits of \$ _____
- per hour
- per week
- per month
6. I received other income in the amount of \$ _____
- per month
- per year
- I receive this income from: _____
- (List source including self-employment income if applicable)
7. My gross income for last year was \$ _____
8. My year-to-date gross income for this year is \$ _____ through _____
- (date)
9. I am the biological parent of _____ other minor child(ren) who live in my home. I receive \$ _____ per month in court-ordered child support for these other minor biological chil(ren).
10. _____ I pay _____ percent city income tax.
11. I pay union dues and uniforms in the amount of \$ _____

12. _____ I pay \$ _____ per month in court-ordered spousal support to my ex-husband.

13. _____ I pay \$ _____ per month in court-ordered child support for another child(ren).

Signature of Petitioner Wife

Sworn to and subscribed in my presence this _____ day _____ of 20____.

Notary Public

**COURT OF COMMON PLEAS
HOCKING COUNTY, OHIO**

<hr/> <p style="text-align: center;">Petitioner,</p>		CASE NO. <hr/>
		JUDGE <hr/>
vs.		

WAIVER OF SERVICE OF SUMMONS

Petitioner.

Petitioners state that they are least eighteen (18) years of age, not under disability, waive service summons herein, and consent to the Court herein granting a Decree of Dissolution of Marriage, incorporating the attached Separation Agreement.

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Signature of Petitioner/Wife	Date	Signature of Petitioner/Husband	Date

**COURT OF COMMON PLEAS
HOCKING COUNTY, OHIO**

CASE NO. _____

Petitioner,

JUDGE _____

vs.

**DECREE OF DISSOLUTION
(NO MINOR CHILDREN)**

Petitioner.

This matter was considered by _____, Court of Common Pleas, Hocking County, Ohio, General Trial Division on (date) _____, on the Petition of the parties. Both parties were present in court. Neither party was represented by legal counsel. Upon consideration of the testimony, the court makes the following orders:

Findings of Fact

1. At least one of the parties was a resident of the State of Ohio for not less than six months and a resident of Hocking County for at least ninety (90) days immediately prior to filing this Petition.
2. The parties have waived service of summons.
3. This matter was heard not less than thirty (30) nor more than ninety (90) days after the filing of the Petition.
4. Petitioner _____ was born on _____.
Petitioner _____ was born on _____.
5. The parties were married on _____.
6. The wife is not pregnant.

7. The parties have voluntarily entered into and executed a Separation Agreement, which provides for the division of their property and spousal support where applicable. The Separation Agreement is attached hereto and incorporated herein.

1. A dissolution of the marriage is granted upon the petition of the parties and the marital relationship between the parties is terminated.
2. The Separation Agreement is found to be fair and equitable and is approved and incorporated as part of this Decree of Dissolution.
3. The parties shall fulfill each and every obligation imposed by the Separation Agreement.
4. Based on the attached Separation Agreement, wife husband shall pay to husband wife spousal support in the sum of \$ _____ per month.
 ALL SPOUSAL SUPPORT UNDER THIS ORDER SHALL BE WITHHELD OR DEDUCTED FROM THE INCOME OR ASSETS OF THE OBLIGOR PURSUANT TO A WITHHOLDING OR DEDUCTION NOTICE OR APPROPRIATE COURT ORDER ISSUED IN ACCORDANCE WITH SECTION 3113.21 OF THE REVISED CODE OR A WITHDRAWAL DIRECTED ISSUED PURSUANT TO SECTION 3113.214 OF THE REVISED CODE AND SHALL BE FORWARDED TO THE OBLIGEE IN ACCORDANCE WITH SECTIONS 3113.212 AND 3113.213.
5. The court
 - does retain jurisdiction to modify spousal support.
 - does not retain jurisdiction to modify spousal support.
6. The wife's name is changed to her former name of _____ .
 The wife's name is not changed.
7. Court costs shall be paid from the deposit. Any balance remaining shall be assessed to each of the parties.
8. The Clerk of Courts is ordered to close the case file and remove it from the pending case docket.

Date

Judge

Revised 2-2-2010