

STATE OF MICHIGAN 43 <sup>rd</sup> JUDICIAL CIRCUIT CASS COUNTY	<b>JUDGMENT OF DIVORCE</b>  <input type="checkbox"/> CONSENT/ <input type="checkbox"/> DEFAULT	CASE NO.
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Law & Courts Building, 60296 M-62, Cassopolis, MI 49031

269-445-4416

\_\_\_\_\_,  
Plaintiff

v.

\_\_\_\_\_,  
Defendant

**NOTE: This is a MODEL Judgment of Divorce. Be sure to add/delete or revise provisions depending on the facts and circumstances in your case. Some provisions are optional (not required for FOC approval) and you will need to decide if the optional provisions are necessary or useful in your particular case. Optional provisions are noted as being optional. If a provision is not noted as being optional, it is required for FOC approval. Please remove these instructional notes prior to submission for entry.**

AT A SESSION OF SAID COURT, HELD AT THE  
COURTHOUSE IN THE VILLAGE OF CASSOPOLIS  
THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_.

**PRESENT:** Honorable Michael E. Dodge, Circuit Court Judge (P22836)

The Court having heard testimony establishing that the material facts as alleged in the Complaint are true, and the Court having personal jurisdiction over the parties and subject matter jurisdiction over the case, and the Court having been satisfied that there has been a material breakdown in the marital relationship to the extent that the objects of matrimony are destroyed and there remains no reasonable likelihood that the marriage can be preserved, IT IS HEREBY ORDERED:

**DIVORCE**

The marriage between Plaintiff and Defendant is dissolved and a divorce granted.

**MINOR CHILDREN**

The parties have no minor children by birth or by adoption, and the wife is not currently pregnant.

## **SPOUSAL SUPPORT**

### **Option 1**

No spousal support is awarded, and it is forever barred.

### **Option 2**

Spousal Support is ordered as provided on the Uniform Spousal Support Order, which is incorporated herein by reference. If spousal support is payable through the Michigan State Disbursal Unit (MiSDU), the following provisions apply:

On or after the entry date of this Judgment, any payment made directly to the Payee shall be considered a gift, and no credit will be issued by the Cass County Friend of the Court office unless ordered by the Court.

Extraordinary income, including but not limited to bonus, incentive and vacation pays, are subject to up to 50% withholding, over and above ordered regular monthly payment of arrears.

The Payer's current employer(s) and/or source(s) of income is(are):

As of the entry date of this Judgment, any arrears (including those established through subsequent audit) shown on Cass County Friend of the Court records (including but not limited to overdue support owing to the State of Michigan, overdue service fees owing to the County of Cass, overdue support owing to one of the parties, or overdue uninsured health care expenses, are hereby preserved.

Should any arrearages exist upon the termination of payments ordered herein, the Payer shall continue to pay an amount no less than the last monthly ordered amounts towards said arrearages, until paid in full.

Arrears qualifying for the Tax Offset Program will be submitted to the Internal Revenue Service and Michigan Department of Treasury for interception of the Payer's income tax refund(s).

## **PROPERTY DIVISION**

**REAL PROPERTY:** The parties' real property shall be awarded as follows:

### **Option 1**

The parties do not own any real property.

**Option 2**

Plaintiff is awarded the following real property as his or her sole and exclusive property, free and clear of all claims by Defendant, and Plaintiff shall be solely liable for any indebtedness on this property and Plaintiff shall hold Defendant harmless thereon:

Address of real estate:

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Street address

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City, State and Zip Code

*(Note: a legal description must be attached to this document or inserted here)*

**Option 3**

Defendant is awarded the following real property as his or her sole and exclusive property, free and clear of all claims by Plaintiff, and Defendant shall be solely liable for any indebtedness on this property and Defendant shall hold Plaintiff harmless thereon:

Address of real estate:

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Street address

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City, State and Zip Code

*(Note: a legal description must be attached to this document. A copy of the deed will contain a legal description and may be used)*

**PERSONAL PROPERTY:** The parties' personal property shall be awarded as follows:

**Option 1**

Each party is awarded all items of personal property now in his or her possession, except as otherwise ordered herein, as his or her sole and exclusive property, free and clear of any claim by the other party. Plaintiff and Defendant shall be solely liable for any indebtedness on all property received by themselves individually under the terms of this Judgment, and shall hold the other party harmless thereon, except as otherwise ordered herein.

**Option 2**

The parties have an equitable written Property Settlement Agreement, approved of by both parties and incorporated herein by reference. Plaintiff and Defendant shall be solely liable for any indebtedness on all property received by themselves individually under the terms of this Judgment, and shall hold the other party harmless thereon, except as otherwise ordered herein.

**DEBTS**

**Option 1**

The parties have no debt to divide or award.

**Option 2**

Each party shall be responsible for the following debts and hold the other party harmless thereon:

Plaintiff is responsible for and shall pay the following debts, holding Defendant harmless from the same:	Defendant is responsible for and shall pay the following debts, holding Plaintiff harmless from the same:

The parties' debt(s) not otherwise provided for in this Judgment shall be paid by the party who incurred the debt(s) and the party responsible for a debt shall hold the other party harmless thereon.

**DOWER**

The provisions made in this Judgment shall be in full and complete satisfaction of each party's claim to the other party's real and personal property, free and clear of the claims of the other party.

## **INSURANCE**

Except as otherwise provided for in this Judgment, this Judgment terminates the rights each party has to the proceeds of the other party's contracts or policies of life insurance, endowments, or annuities as a named beneficiary or by assignment during or in anticipation of marriage, such that if one party is beneficiary of a life insurance contract or policy or endowment or annuity on the life of the other party, the beneficiary shall now be the estate of the insured party.

The insured party is responsible for notifying the insurance company of this Judgment. This Judgment shall not prevent or affect beneficiary changes made after this date.

## **PENSION, ANNUITY AND RETIREMENT BENEFITS**

Except as otherwise provided in this Judgment, each party shall have his or her pension plan, profit sharing, annuity, or retirement plan benefit rights, free and clear of any claim by the other party, regardless of whether such rights are vested or unvested, accumulated or contingent.

## **COBRA AND SOCIAL SECURITY RIGHTS**

*(This provision is optional)*

The parties shall have and retain, to the fullest extent permitted by law, their individual and spousal social security rights and their rights under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), as amended.

## **BANKRUPTCY**

*(This provision is optional)*

The parties intend and the court specifically finds that the provisions in this judgment for the payment of alimony and expenses for health care are for the support of Defendant / Plaintiff. Plaintiff's / Defendant's assumption of debts and hold harmless obligations are for the support of Defendant / Plaintiff. Accordingly, the parties and this court intend those obligations to be nondischargeable in bankruptcy pursuant to 11 USC § 523 (a) (5) and (15). Plaintiff / Defendant warrants that he / she has no present intention of filing for bankruptcy.

## **RESERVATION OF SPOUSAL SUPPORT/ASSUMPTION OF DEBTS**

*(This provision is optional)*

The parties acknowledge that Plaintiff / Defendant is assuming and will hold Defendant / Plaintiff harmless from liability for certain debts on which the parties are jointly liable. The parties intend that Plaintiff / Defendant assumption of debt is necessary for the suitable support of Defendant / Plaintiff and is a substitute for other forms of support such as spousal support. If Plaintiff / Defendant fails to pay any joint debt assumed by

him / her and Defendant / Plaintiff pays or is found liable to pay that debt, by court order or otherwise, then this court must order Plaintiff / Defendant to pay spousal support to Defendant / Plaintiff in an amount deemed appropriate under the circumstances / that Defendant / Plaintiff is liable to pay on the debt(s). Spousal support is reserved to the extent provided in this paragraph. Any spousal support ordered pursuant to this paragraph will terminate on Defendant's / Plaintiff's death and will not be deductible from Plaintiff's / Defendant's gross income or includable in Defendant's / Plaintiff's gross income for income tax purposes.

### **ATTORNEY FEES**

#### **Option 1**

Each party shall be responsible for his/her own attorney fees.

#### **Option 2**

Plaintiff/Defendant shall pay \$ \_\_\_\_\_ towards Plaintiff's/Defendant's attorney fees. Payment shall be made as follows:

### **DISCHARGE OF ATTORNEYS**

The attorneys of record are hereby discharged from representation 21 days after entry of this Judgment.

### **ATTORNEYS' LIENS**

*(This provision is optional)*

The attorneys of record shall have attorneys' liens on any asset owned or money or judgment due to their respective clients in an amount equal to the outstanding amount/balance that is due and payable to said attorney for legal services provided to and costs advanced on the client's behalf.

### **FULL DISCLOSURE**

*(This provision is optional)*

Each party affirms that the property division is based upon representations of each party that they have fully and accurately disclosed all assets owned by either of them and all liabilities owned by each of them or in which either party has any interest.

### **MUTUAL RELEASE OF CLAIMS**

*(This provision is optional)*

The parties release one another, their heirs, assigns and successors in interest, from all claims that either may have against the other, known or unknown, arising at any time through the date of this Judgment, whether in tort, contract, or otherwise, except claims

arising out of obligations created by or specifically preserved in this Judgment. The parties understand that they are not required to grant this mutual release but have agreed to do so freely and voluntarily in consideration for the awards, benefits and concessions reflected in this Judgment.

**NAME CHANGE**

**Option 1**

No name change shall occur as a result of this divorce.

**Option 2**

The wife has restored her former name, such that she shall hereafter be known as:

\_\_\_\_\_  
First name                      Middle name                      Last name

**IMPLEMENTATION**

Each party shall cooperate and sign and deliver any documents necessary to carry out the terms of this Judgment. Otherwise, a copy of this Judgment may be recorded or used in lieu of the unsigned document.

**RETENTION OF JURISDICTION**

The Court retains jurisdiction of this matter to interpret and enforce the provisions of this Judgment of Divorce.

**WHEN JUDGMENT BECOMES FINAL**

This Judgment is final on the date it is signed by the Judge.

\_\_\_\_\_  
Susan L. Dobrich, P32783  
Family Court Judge

\_\_\_\_\_  
Date

Approved:

\_\_\_\_\_  
Carol Montavon Bealor, P57068  
Cass County Friend of the Court

\_\_\_\_\_  
Date

