

DIVORCE AGREEMENT

This Divorce Agreement (this "Agreement") is made and entered into as of this 17 day of January, 2018, (the "Effective Date") by and between Lena K Morris, residing at 130 Meadow View Drive, Deep River, CT 06417 in Middlesex County ("Petitioner") and Richard A Saul, residing at 4088 West Fork Street, Choteau, MT 59422 in Teton County ("Respondent").

WHEREAS, Petitioner and Respondent were married to each other on May 04, 2013, in 06417 County, Deep River, CT; and

WHEREAS, Petitioner and Respondent separated on or about the December 29, 2017, and are currently living separate and apart; and

WHEREAS, a full and complete financial disclosure has been made by the parties to each other of all their respective assets, both joint and separate, the accuracy and truthfulness of which forms the basis of this Agreement; and

WHEREAS, both parties have given much thought and careful consideration to a settlement of their differences and have determined that they are irreconcilable; and

WHEREAS, it is the desire and intention of the parties that their relations with respect to property and financial matters be finally fixed by this Agreement.

NOW THEREFORE, Petitioner and Respondent freely and fully accept the provisions, terms and conditions hereof and in consideration of the promises and mutual covenants herein contained as well as for other good and valuable considerations not herein specifically set forth, the parties do hereby agree to the following:

1. Spousal Support. It is expressly agreed by the parties herein that each party relinquishes or waives any right or interests they have had as alimony, support or maintenance from the other, except as provided within the terms of this Agreement. This Agreement will replace any and all previous agreements between the parties which may have been entered into between said parties, and supersedes any temporary orders of any court which may be in effect.

In consideration of the above, and having regard for the parties' circumstances, including the duration of their marriage and the parties' skills, the parties herein specifically waive and relinquish any right to any form of spousal support, alimony or maintenance. Neither party shall receive spousal support from the other. The parties further waive any future right to modification of spousal support of any kind, temporary, permanent, periodic, rehabilitative, lump sum or any combination or form thereof, whether that right be provided by statute or any other regulation.

2. Waiver of Payment Through Clerk. Both parties waive participation in any applicable Central Depository Payment Program or the payment of child support or spousal support through any clerk of court, direct deposit program or other third party entity (the "Central Depository"); and accordingly, payments need not be made through the Central Depository and shall be made directly to the party

entitled thereto. In the event of the tardiness of payments or other difficulty experienced by the receiving party, either party may subsequently apply to the Central Depository to activate participation and have child support payments directed through the Central Depository in the event that it becomes necessary to secure or obtain payments made hereunder.

3. Personal Property. The parties have previously distributed all of the personal property owned by them together, including household furnishings and furniture, so that at present, each party is the sole and exclusive owner of any and all personal property currently in their possession and all rights possessed by the other party in any such property is hereby and forever waived.

4. Outstanding Debts, Charge Accounts and Credits. Each party agrees to assume any and all debts and liabilities directly related to any property transferred to him/her pursuant to this Agreement. Each party shall be solely responsible for his/her own charge accounts, debts, obligations as currently in his/her own name and fees and costs arising therefrom. Each of the parties hereto represents that he/she has not contracted and will not hereafter contract any debts, charge or liability in the name or upon the credit of the other or for which the other or the estate of the other might or could become liable and agrees.

5. Pension and Retirement Plans and Annuities. Each party hereby waives and relinquishes any right he/she may have in the others retirement plan, pension plan, 401(k) plan, individual retirement account, defined contribution or benefit plan, and/or another employer-sponsored plan, if any.

6. Income Tax. Except as set forth herein, each party shall be responsible for his/her own income tax liabilities together with interest, penalties and fees, if any and shall file individually beginning the year the divorce decree becomes final. Any additional tax assessments, penalties and interest to be paid on any and all prior joint income tax returns files by the parties shall be paid by both parties equally.

7. Waiver of Dower and Inheritance Rights. Each of the parties releases and waives any and all homestead, dower, curtesy, community property, equitable distribution and any other rights, title or interest either party has or may claim to have against the other arising out of or in any way connected to the marriage or the dissolution of the marriage. The parties acknowledge that this Agreement substantially has equitably distributed all such marital assets appropriately. Each of the parties releases and waives any and all right to receive any property or rights from the estate of the other party, unless such right is created under a will or codicil to will dated subsequent to the effective date of this Agreement.

8. Bankruptcy. The rights, obligations and responsibilities provided in this Agreement shall not be dischargeable in bankruptcy.

9. Legal Representations. Each party has had the opportunity to have independent counsel and legal advice of his/her own selection in the negotiation of this Agreement. Each party fully understands the facts and has been fully informed as to his/her legal rights and obligations.

10. Fees and Costs. Each party shall be solely responsible for his/her respective attorney's fees and costs incurred as a result of the negotiation of this Agreement or the dissolution of marriage proceeding. However, in the event that either party shall retain or engage an attorney or attorneys to collect or enforce or protect his/her interest with respect to this Agreement, the prevailing party shall be entitled to receive payment of all costs and expenses of such collection, enforcement or protection, including reasonable attorneys' fees.

11. Full Disclosure. Each party hereby represents that there has been a full, complete, current and accurate disclosure of all financial matters by each party to the other. The parties understand that these representations are material to this Agreement and that the other party is relying upon the representations made by them. Both parties acknowledge that this Agreement is based upon such full, complete, current and accurate disclosure. By executing this Agreement, each party acknowledges that this is a fair Agreement and it is not the result of any fraud, duress, or undue influence exercised by either party upon the other or by any other person or persons upon either.

12. Free and Voluntary Execution. The parties hereto declare that they have fully read and fully understand the provisions contained in this Agreement and believe this Agreement to be fair, just and reasonable. Each party is signing this Agreement freely and voluntarily, without undue influence, fraud, collusion or misrepresentation, and intend to be bound by it.

13. Living Apart. Upon the execution of this Agreement, the parties may and shall live separate and apart from each other the remainder of their natural lives in all respects as if and as though their said marriage had never existed and neither party shall have the right to control the personal actions or conduct of the other party, nor to interfere with the manner of living of the other as fully and to the same extent as if such party were single and unmarried, except where otherwise mandated by this Agreement.

14. Reconciliation. In the event the parties reconcile and do not live apart for any period of time, this Agreement and the obligations of the parties hereunder will remain in full force and effect unless expressly revoked or terminated by the parties in writing.

15. Further Assurances. Each party shall execute, acknowledge or deliver any instrument, paper or document, furnish any information or take such other actions as reasonably may be necessary in connection with the performance of the obligations set forth in this Agreement.

16. Modifications and Amendments. This Agreement may only be amended or modified or deemed amended or modified by an agreement in writing duly signed by the parties or by any court of competent jurisdiction.

17. No Waiver. Any non-written waiver by either party of any provision of this Agreement or any right or option hereunder shall not be controlling, nor shall it prevent such party from thereafter enforcing such provision, right or option. The failure of either party to insist in any one or more instances upon the strict performance of any of the terms or provisions of this Agreement by the other party shall not be construed as a waiver or relinquishment for the future of any such term or provision, but the same shall continue in full force and effect.

18. Governing Law. This Agreement shall be construed and governed in accordance with the laws of the State of Connecticut. The parties agree that in the event it shall become necessary to enforce this Agreement or any term hereof, the parties shall first attempt to mediate the issue with a certified mediator to be mutually agreeable to each. In the event that the parties are unable to mediate the issue, either party shall thereafter be free to seek the enforcement of this Agreement in the applicable court of competent jurisdiction.

19. Admissibility. This Agreement or a copy of the same may be introduced in evidence by either party to this cause, and the court is requested to make the same a part of any final order or final judgment entered in this cause. This Agreement will be construed as being jointly prepared and written by all parties hereto.

20. Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been included in this Agreement.

21. Mutual Release. Except as provided in this Agreement, each party releases the other from all claims, demands due, debts, rights, or causes of action in contract, tort or otherwise up to the date of this Agreement.

22. Headings. The section headings herein are for reference purposes only and shall not otherwise affect the meaning, construction or interpretation of any provision of this Agreement.

23. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective legal representatives, heirs, administrators, executors, successors and permitted assigns.

24. Entire Agreement. This Agreement contains the entire understanding of the parties, who hereby acknowledge that there have been and are no representations, warranties, covenants, or understandings other than those expressly set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Petitioner Signature

Lena K Morris

Petitioner Full Name

Respondent Signature

Richard A Saul

Respondent Full Name

NOTARY ACKNOWLEDGEMENT

State of Connecticut)
) **(Seal)**
County of Middlesex)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by the undersigned, Lena K Morris, who is personally known to me or satisfactorily proven to me to be the person whose name is subscribed to the within instrument.

Signature

Notary Public

My Commission Expires: _____

State of Montana)
) **(Seal)**
County of Teton)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by the undersigned, Richard A Saul, who is personally known to me or satisfactorily proven to me to be the person whose name is subscribed to the within instrument.

Signature

Notary Public

My Commission Expires: _____

This page intentionally left blank.

GENERAL INSTRUCTION

What is a Divorce Agreement?

A Divorce Agreement is a written document that outlines, with specificity, all the agreements between two parties concerning the division of their property, assets, debts, and arrangements for the custody, care and support of their children, if any.

You should use a Divorce Agreement when you know where your spouse is and you are in contact with him or her; you and your spouse are currently negotiating your divorce and you each wish for a plan for the division of property; you and your spouse have decided to divorce and you have already agreed how to divide property and assets; or you and your spouse plan to meet with an attorney together and want to prepare with an outline for the division of property.

When is a Divorce Agreement Needed?

A Divorce Agreement is used when two parties have already decided on all the issues, including how to divide their property and how to divide time, care, control and support of any children. This may be done before their marriage, with a prenuptial agreement, or it can be done between the parties upon deciding to divorce. Regardless, it is used only when the parties have agreed on all issues, and do not require court intervention to 'make a call'.

Without a Divorce Agreement, the parties must rely upon their ability to present a case to a Court, and must accept the judgment from either a judge or jury. This involves a great deal more risk, as very often neither party gets what he or she wants. You cannot control what the jury or judge decides.

Additionally, when parties cannot agree, they often incur a great deal of legal costs, and typically require an attorney. Most parties are able to utilize a Separation Agreement without having to hire attorneys for long, protracted periods of litigation, and often results in lowered court costs and filing fees.

What Should be Included in a Divorce Agreement?

A simple Divorce Agreement should generally have at least the following:

- **Who:** The parties, their attorneys, the children (if any) and any representatives appointed for the children (although this is less likely in an agreed divorce).
- **What:** Division of the property, debts, and access to the children, including orders for custody, visitation and support.
- **Where:** It should always list the jurisdiction of the Court (typically the county and state in which you are divorcing).
- **When:** It should also always have the date of the divorce, signed by the judge.
- **Why:** A decree must always declare that the parties are divorce, and it should list the grounds. Typically, in an agreement, it will be on the grounds of insupportability, or inability to reconcile differences, or language similar to that.
- **How:** The decree should be specific so that the parties (and the Court) are aware of how the property is to be divided, who gets what, when, and how the children and their needs are to be provided. This may also include specific closing documents, such as Special Warranty Deeds and Powers of Attorney. There should be a date and time certain for the execution of any and all closing documents.

Other Names

As a reference, a Divorce Agreement is known by other names, depending on each state:

- Divorce Settlement Agreement
- Final Decree of Divorce
- Separation Agreement