



# STERLING LAW OFFICES, S.C.

## Proposed Marital Settlement Without Minor Children

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111 N Main St  
#400  
Oshkosh, WI 54901  
(920) 479-2058

Petitioner/Joint Petitioner A: \_\_\_\_\_  
 Respondent/Joint Petitioner B: \_\_\_\_\_

Enter the name of the county in which this case is filed.	<b>STATE OF WISCONSIN, CIRCUIT COURT,</b> _____ <b>COUNTY</b>	<b>Proposed Marital Settlement Without Minor Children</b>  <input type="checkbox"/> <b>Divorce - 40101</b> <input type="checkbox"/> <b>Legal Separation - 40201</b>  Case No. _____
Enter the name of the Petitioner/Joint Petitioner A.	<b>IN RE: THE MARRIAGE OF</b> <b>Petitioner/Joint Petitioner A</b> _____ Name (First, Middle and Last)	
Enter the name of the Respondent/Joint Petitioner B.	and <b>Respondent/Joint Petitioner B</b> _____ Name (First, Middle and Last)	
Check divorce or legal separation.		
Enter the case number.		

**Warning:** Subject to court approval, the terms of this proposal may be included in your judgment of divorce or legal separation. Be sure you understand it completely. Some portions of this proposal cannot be changed after the court approves it, even if you did not understand or expect how it would affect you. You may wish to speak with a lawyer before you sign this proposal to be sure you are fully aware of the laws that may apply to you.

**I REQUEST THAT THE COURT GRANT THE FOLLOWING:**

In A, check 1 or 2. If 2, enter the reason you are asking for a legal separation and not a divorce.	<b>A. MARITAL RELATIONSHIP</b> <input type="checkbox"/> 1. <b>Divorce.</b> This marriage is irretrievably broken. <input type="checkbox"/> 2. <b>Legal Separation.</b> This marriage is broken and the reason I am requesting a legal separation and not a divorce is _____.
In B1, check a, b, or c. If b, enter a date and choose 1 or 2.	<b>B. MAINTENANCE (Spousal Support)</b> <b>1. Petitioner/Joint Petitioner A</b> <input type="checkbox"/> a. gives up right to receive maintenance and understands that by giving up maintenance at this time, may never ask for maintenance. <input type="checkbox"/> b. is not requesting maintenance at this time, but leaves open the right to request it until _____. The right to request maintenance is limited to <input type="checkbox"/> 1) the following circumstance(s) only: _____ <input type="checkbox"/> 2) any appropriate substantial change in circumstance. <input type="checkbox"/> c. Respondent/Joint Petitioner B shall pay maintenance to Petitioner/Joint Petitioner A in the amount of \$ _____ per month beginning _____, 20____. Maintenance shall end _____, 20____, or until Petitioner/Joint Petitioner A remarries, dies, or by court order, whichever comes first.
If 1, enter the reasons.	
If c, enter the maintenance amount and the date the payments should begin and end.	
In 2, check a, b, or c. If b, enter a date and choose 1 or 2.	<b>2. Respondent/Joint Petitioner B</b> <input type="checkbox"/> a. gives up right to receive maintenance and understands that by giving up maintenance at this time, may never ask for maintenance. <input type="checkbox"/> b. is not requesting maintenance at this time, but leaves open the right to request it until _____. The right to request maintenance is limited to <input type="checkbox"/> 1) the following circumstance(s) only: _____ <input type="checkbox"/> 2) any appropriate substantial change in circumstance. <input type="checkbox"/> c. Petitioner/Joint Petitioner A shall pay maintenance to Respondent/Joint Petitioner B in the amount of \$ _____ per month beginning _____, 20____. Maintenance shall end _____, 20____, or until Respondent/Joint Petitioner B remarries, dies, or by court order, whichever comes first.
If 1, enter the reasons.	
If c, enter the maintenance amount and the date the payments should begin and end.	
In 3, check a or b.	<b>3. Payments shall be made</b> <input type="checkbox"/> a. no payments are ordered. <input type="checkbox"/> b. to the Wisconsin Support Collections Trust Fund (WI SCTF) at Box 74200, Milwaukee, Wisconsin 53274-0200 <input type="checkbox"/> 1) directly from the payer to WI SCTF ( <b>only allowable if self-employed</b> ). <input type="checkbox"/> 2) by income assignment from the payer's employer as indicated below:
If b, check 1 or 2. If 2, enter the employer information.	

Employer name \_\_\_\_\_  
 Address of payroll office \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Phone \_\_\_\_\_ Fax \_\_\_\_\_

**NOTE:** An arrearage is an amount ordered that has not been paid and is overdue. In 4, check a, b, c, d, e or f. If d, enter the monthly payment amount, the date payments begin, and the interest rate percentage for arrearages. If e, enter the amount of the arrearage balance and check 1 or 2. If 1, enter the date of the one-time payment. If 2, enter the amount of the monthly payment, the date on which the payments shall begin and the percentage rate for arrearages.

In D, complete this section with as much detail as possible.

**NOTE:** There are two types of property. "Real estate" includes such things as homes and land. "Personal property" includes all other things such as vehicles, clothing and other personal items, furniture, bank accounts, and retirement or investment accounts.

**NOTE: If you have already divided the property, you must still disclose how you divided it.**

**NOTE:** Any and all assets disclosed on the parties' Financial Disclosure Statements should be included here

**4. Arrearages for Previously Ordered Maintenance.**

The maintenance arrears shall be handled as follows:

- a. No maintenance was previously ordered. There is no amount due.
- b. The party has paid all maintenance as ordered. There is no amount due.
- c. If there are any arrearages for maintenance now or at the time of the final hearing, those arrearages are waived and the court financial record shall be set at zero.
- d. As currently reflected in the WI SCTF KIDS computer system and shall be paid through monthly income withholding by the WI SCTF in the amount of \$\_\_\_\_\_ beginning \_\_\_\_\_, 20\_\_\_\_. The arrears balance shall earn interest at the rate of \_\_\_\_\_% per year until the arrearages are paid in full.
- e. The arrears shall be set at \$\_\_\_\_\_ and paid through
  - 1) a one-time payment to the WI SCTF made by [Date] \_\_\_\_\_, 20\_\_\_\_.
  - 2) monthly income withholding by the WI SCTF in the amount of \$\_\_\_\_\_ beginning \_\_\_\_\_, 20\_\_\_\_. The arrears balance shall earn interest at the rate of \_\_\_\_\_% per year until the arrearages are paid in full.
- f. Shall be determined by the court at the time of the final hearing.

**C. MEDICAL INSURANCE**

No later than the date of the final hearing, each party shall notify the other party in writing of the availability of COBRA or other continuation benefits under their current health care policy.

**D. PERSONAL PROPERTY DIVISION**

1. **Division.** I propose the final personal property division as indicated below:

List the property and check who will have permanent use of the property once the divorce/legal separation is final.	Who will have possession?	
	A = Petitioner/Joint Petitioner A	B = Respondent/Joint Petitioner B
<b>HOUSEHOLD ITEMS</b>	<b>A</b>	<b>B</b>
	<input type="checkbox"/>	<input type="checkbox"/>
<b>AUTOMOBILES</b>	<b>A</b>	<b>B</b>
Year, Make, Model		
	<input type="checkbox"/>	<input type="checkbox"/>
<b>LIFE INSURANCE</b>	<b>A</b>	<b>B</b>
Name of Company & Policy #		
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
<b>BUSINESS INTERESTS</b>	<b>A</b>	<b>B</b>
Name of Business & Address		
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
<b>SECURITIES: STOCKS, BONDS, MUTUAL FUNDS, COMMODITY ACCOUNTS</b>	<b>A</b>	<b>B</b>

Petitioner/Joint Petitioner A: \_\_\_\_\_  
 Respondent/Joint Petitioner B: \_\_\_\_\_

and divided between the parties.

If the parties have disposed of an asset from the time the Financial Disclosure was done, to the final hearing, please indicate what was disposed of and what happened to it.

Name of Company & # of shares		
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
<b>PENSION, RETIREMENT ACCOUNTS, DEFERRED COMPENSATION, 401K PLANS, IRAS, PROFIT SHARING, ETC.</b>	<b>A</b>	<b>B</b>
Name of Company & Type of Plan		
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
<b>CASH AND DEPOSIT (SAVINGS &amp; CHECKING) ACCOUNTS</b>	<b>A</b>	<b>B</b>
Name of Bank or Financial Institution		
	<input type="checkbox"/>	<input type="checkbox"/>
<b>OTHER PERSONAL PROPERTY</b>	<b>A</b>	<b>B</b>
Description of Asset		
	<input type="checkbox"/>	<input type="checkbox"/>

See attached

2. **Exchange.** The following items still need to be exchanged between the parties:
- a. **None.** All personal property has already been exchanged to the satisfaction of both parties.
  - b. **List of items:** \_\_\_\_\_  
 The exchange of personal property shall be made by [Date] \_\_\_\_\_, 20\_\_\_\_ according to the following arrangements: \_\_\_\_\_  
 Any item of personal property not listed above shall be awarded to the party who has possession at the time of the final hearing.

In 2, check a or b. If b, list the items and indicate when and how any exchange of personal property will take place.

In E, check 1 or 2.

If 2, if the parties own a primary residence, check a. If a, enter the address and Parcel Identification Number, which can be found on your real estate tax bill.

**Attach a copy of the legal description.**

Check 1 or 2.

If 1, check A or B and enter other provisions, if any.

If 2, check 1, 2, 3, or 4 in A, B, and C for the responsibility for

**E. DIVISION OF REAL ESTATE**

- 1. Neither party owns any real estate at this time.
- 2. One or both parties own real estate at this time.
  - a. **Primary Residence:** The parties own a primary residence located at:  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Parcel Identification Number (Tax Key Number) \_\_\_\_\_

**Attached is a legal description of this property.**

- 1) This primary residence shall be awarded to the
  - A. Petitioner/Joint Petitioner A
  - B. Respondent/Joint Petitioner B
 and that party shall be responsible for outstanding financial obligations, and the other party shall be held harmless from any liability. Other provisions including refinancing requirements, if any: \_\_\_\_\_
 

See attached
- 2) This residence shall be placed on the market for sale.
  - A. Pending sale, the residence shall be occupied, used, or managed by
    - 1. Petitioner/Joint Petitioner A.

Petitioner/Joint Petitioner A: \_\_\_\_\_  
 Respondent/Joint Petitioner B: \_\_\_\_\_

other expenditures that occur while the property is being sold.

- 2. Respondent/Joint Petitioner B.
  - 3. shared equally.
  - 4. Other: \_\_\_\_\_
- B. Pending sale, the mortgage, taxes, and insurance shall be paid by
- 1. Petitioner/Joint Petitioner A.
  - 2. Respondent/Joint Petitioner B.
  - 3. shared equally.
  - 4. Other: \_\_\_\_\_
- C. Pending sale, any necessary repairs, special assessments and other sale-related expenses shall be paid by
- 1. Petitioner/Joint Petitioner A.
  - 2. Respondent/Joint Petitioner B.
  - 3. shared equally.
  - 4. Other: \_\_\_\_\_

Enter the percentage each party shall receive in a and b. The total amount must equal 100 %.

If the parties own other real estate (including any timeshare interests), check b, complete the attached Schedule A found at the end of this document.

The money from the sale of this residence shall be used to pay the usual costs of a sale and prorations, and any balance on the existing mortgage. Upon payment of all costs, the proceeds left from the sale shall be divided between the parties as follows:

- a. Petitioner/Joint Petitioner A to receive \_\_\_\_\_%.
- b. Respondent/Joint Petitioner B to receive \_\_\_\_\_%.

b. **Other Real Estate.** One or both of the parties own additional real estate, including any timeshare interests, which is disclosed and divided as set forth in the attached **Schedule A.**

**Transfer of Title.** This proposed marital settlement alone will not transfer title to one party or the other, but such a transfer requires a fully executed **Quit Claim Deed** and a **Wisconsin Real Estate Transfer Return** signed by the parties. The party awarded a parcel of real estate shall be responsible for having the necessary documents prepared.

In F, for each debt owed individually and jointly, write the name, current balance, and check who will be responsible for payment.

**F. DEBTS AND LIABILITIES**

The following is a listing of **ALL** the debts and liabilities that we presently owe (both individually and as a couple) and who I propose shall be responsible for the payment of each debt:

Payment for	Payment to (Creditor)	Balance Due	Paid by Petitioner/ Joint Petitioner A	Paid by Respondent/ Joint Petitioner B	Shared Equally
Mortgage/Rent		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mortgage/Rent		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Car 1		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Car 2		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Car 3		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Loans-Student		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Loans-Personal		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Loans-Other		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Credit Card 1		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Credit Card 2		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Credit Card 3		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Credit Card 4		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

See attached

**The parties understand:**

- Each party assigned a debt shall be fully responsible for that obligation and shall not make any demands upon the other party concerning that debt.
- Any debt not listed shall be the responsibility of the party who incurred the debt.
- Creditors are NOT bound by this proposal and both parties remain liable to creditors for all marital debts.
- Any party who suffers a loss because of a failure of the other party to pay an assigned debt may enforce that obligation by a motion or an order to show cause for contempt of court.

In G, check 1 or 2.  
If 1, check a or b.

If 2, enter the amount  
and in a, check 1 or 2.

In b, check 1, 2 or 3.  
If 2, enter the date  
[month, day, year]. If  
3, enter the amount,  
date and percentage  
and check A or B.

**G. EQUALIZATION OF MARITAL PROPERTY DIVISION**

1. No payment is required to be made to equalize the marital property division because
- a. the property and debt division are equalized to the satisfaction of the parties.
  - b. equalization has been accomplished through a division of real estate sale proceeds.
2. A payment of \$\_\_\_\_\_ is required to equalize the marital property division.
- a. This payment shall be made by the
    - 1) Petitioner/Joint Petitioner A to Respondent/Joint Petitioner B.
    - 2) Respondent/Joint Petitioner B to Petitioner/Joint Petitioner A.
  - b. This payment
    - 1) was made.
    - 2) shall be made in a lump sum payment no later than [Date] \_\_\_\_\_, 20\_\_\_\_.
    - 3) shall be paid in the amount of \$\_\_\_\_\_ per month beginning [Date] \_\_\_\_\_, 20\_\_\_\_, until paid in full.
  - c. The amount shall earn interest until paid in full at the rate of \_\_\_\_\_% per year from the date
    - 1) of the final hearing.
    - 2) the payment was due.

**H. TAXES**

**1. Year of Divorce/Legal Separation.**

- The parties shall file their income tax returns for the year of the divorce/legal separation consistent with the rules of the IRS, Wisconsin Department of Revenue, and Wisconsin's Marital Property law.
- The parties understand that their marital status on the last day of the year determines their filing status for that year, whether married or single.
- The parties acknowledge that each are responsible for seeking tax advice from a tax professional with regard to issues of this divorce/legal separation.

**2. Years Before Divorce/Legal Separation**

- a. Tax returns for all previous years were filed.
- b. The parties shall file returns for the previous tax years as follows:
  - 1) share preparation expenses, tax liability and/or refund equally.
  - 2) Other: \_\_\_\_\_

In 2, check a or b.  
If b, check 1 or 2.  
If 2, indicate how the  
parties agree to handle  
the filing (expense and  
refund, if any).

In I, check 1, 2, or 3.

**I. LEGAL NAME RESTORATION**

I propose that

- 1. neither party have the right to use a former legal surname.
- 2. Petitioner/Joint Petitioner A to have the right to use a former legal surname of \_\_\_\_\_.
- 3. Respondent/Joint Petitioner B to have the right to use a former legal surname of \_\_\_\_\_.

**Note:** If this is an action for legal separation, the court cannot allow either party to resume a former legal surname unless and until the judgment is converted to a divorce.

If 2 or 3, enter the  
former legal surname.

In J, check 1 or 2.

**J. OTHER PROPOSALS**

I understand that any oral agreements are not enforceable by the court.

- 1. I have no other proposals, written or oral, concerning this marriage.
- 2. I have additional written proposals concerning this marriage, copies of which are attached.

If 2, attach any  
additional agreements.

**K. UNDERSTANDINGS**

I understand:

- I could get an attorney to review this proposal.
- This form was provided as a convenience and may NOT cover all issues.
- This proposal may have tax consequences and that seeking tax advice is suggested.
- I have fully disclosed my income, debts, assets and liabilities to each other.
- Any court order regarding the division of property is final as of the date of the final hearing and can never be changed.
- There are certain legal presumptions under Wisconsin law, such as marital property should be divided 50/50.

**L. VOLUNTARY EXECUTION / NATURE OF PROPOSAL**

I assume responsibility for the entire content of this proposal. I have made this proposal freely and voluntarily and not because of any undue influence. I believe the terms to be fair and reasonable under the circumstances.

I acknowledge that there may be substantial legal and tax implications with regard to this proposal. I understand that lack of knowledge of the law may not be sufficient to convince the court that relief from these provisions is required. I acknowledge that I have the right to seek the advice of my own personal attorney.

**M. GENERAL RELEASE**

The parties are released from any claim of any nature that may exist. Neither party may, at any time, sue the other, personal representatives, and assigns, for the purpose of enforcing any nor all of the rights relinquished and/or waived under this proposal. In the event any suit shall be commenced, this release, when pleaded, shall constitute a complete defense to any such claim or suit so instituted by the other party. I understand that this general release shall not become effective until this **Proposed Marital Settlement** is approved by the court.

**N. FULL DISCLOSURE AND RELIANCE**

I warrant that I have provided an accurate, complete, and current disclosure of all income, assets, debts, and liabilities. I understand that deliberate failure to provide complete disclosure constitutes perjury under §767.127, Wis. Stats., and a fraud upon the court. The property referred to in this proposal represents all the property in which either party has any interest. This proposal is based on my financial disclosure statement.

**O. RESTRAINING ORDER**

Neither party may interfere with the personal liberty of the other, or to go on the premises occupied by the other as a residence except with permission of that party.

**P. EXECUTION OF DOCUMENTS**

Now, or in the future, on demand, the parties shall execute and deliver any and all documents that may be necessary to carry out the terms and conditions of this proposal.

**Q. DIVESTING OF PROPERTY RIGHTS**

The parties give up all rights to the property awarded to the other, except as otherwise provided for in this proposal.

All property awarded to a party shall be the separate property of that party. The parties shall have the right to manage our separate property as if they had never been married.

**R. SURVIVAL OF PROPOSAL AFTER JUDGMENT**

The provisions of this proposal shall survive any subsequent judgment of divorce and shall have independent legal significance. This proposal is a legally binding contract, entered into for good and valuable consideration. It is contemplated that in the future either party may enforce this proposal in this or any other court of competent jurisdiction.

**S. JURISDICTION**

This county shall have jurisdiction for all disputes unless otherwise agreed to in writing or as provided under Wisconsin Statutes.

**T. APPROVAL OF COURT REQUIRED**



Petitioner/Joint Petitioner A: \_\_\_\_\_  
Respondent/Joint Petitioner B: \_\_\_\_\_

**SCHEDULE A – DIVISION OF OTHER REAL ESTATE**

- A. Parcel 2:** The parties own other real estate located at:  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Parcel Identification Number (Tax Key Number) \_\_\_\_\_

**Attached is a legal description of this property.**

1. This property shall be awarded to the  
 A. Petitioner/Joint Petitioner A  
 B. Respondent/Joint Petitioner B  
and that party shall be responsible for outstanding financial obligations, and the other party shall be held harmless from any liability. Other provisions including refinancing requirements, if any: \_\_\_\_\_
2. This property shall be placed on the market for sale.  
A. Pending sale, the property shall be occupied, used, or managed by  
 1. Petitioner/Joint Petitioner A.  
 2. Respondent/Joint Petitioner B.  
 3. shared equally.  
 4. Other: \_\_\_\_\_
- B. Pending sale, the mortgage, taxes, and insurance shall be paid by  
 1. Petitioner/Joint Petitioner A.  
 2. Respondent/Joint Petitioner B.  
 3. shared equally.  
 4. Other: \_\_\_\_\_
- C. Pending sale, any necessary repairs, special assessments and other sale-related expenses shall be paid by  
 1. Petitioner/Joint Petitioner A.  
 2. Respondent/Joint Petitioner B.  
 3. shared equally.  
 4. Other: \_\_\_\_\_
- The money from the sale of this real estate shall be used to pay the usual costs of a sale and prorations, and any balance on the existing mortgage. Upon payment of all costs, the proceeds left from the sale shall be divided between the parties as follow:  
a. Petitioner/Joint Petitioner A to receive \_\_\_\_\_%.  
b. Respondent/Joint Petitioner B to receive \_\_\_\_\_%.

- B. Parcel 3:** The parties own other real estate located at:  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Parcel Identification Number (Tax Key Number) \_\_\_\_\_

**Attached is a legal description of this property**

1. This property shall be awarded to the  
 A. Petitioner/Joint Petitioner A  
 B. Respondent/Joint Petitioner B  
and that party shall be responsible for outstanding financial obligations, and the other party shall be held harmless from any liability. Other provisions including refinancing requirements, if any: \_\_\_\_\_  **See attached**
2. This property shall be placed on the market for sale.  
A. Pending sale, the property shall be occupied, used, or managed by  
 1. Petitioner/Joint Petitioner A.  
 2. Respondent/Joint Petitioner B.  
 3. shared equally.  
 4. Other: \_\_\_\_\_
- B. Pending sale, the mortgage, taxes, and insurance shall be paid by  
 1. Petitioner/Joint Petitioner A.  
 2. Respondent/Joint Petitioner B.  
 3. shared equally.  
 4. Other: \_\_\_\_\_
- C. Pending sale, any necessary repairs, special assessments and other sale-related expenses shall be paid by  
 1. Petitioner/Joint Petitioner A.  
 2. Respondent/Joint Petitioner B.  
 3. shared equally.  
 4. Other: \_\_\_\_\_
- The money from the sale of this real estate shall be used to pay the usual costs of a sale and prorations, and any balance on the existing mortgage. Upon payment of all costs, the proceeds left from the sale shall be divided between the parties as follow:  
a. Petitioner/Joint Petitioner A to receive \_\_\_\_\_%.  
b. Respondent/Joint Petitioner B to receive \_\_\_\_\_%.