

SUPERIOR COURT OF CHEROKEE COUNTY
STATE OF GEORGIA

_____,
Petitioner,
v. _____,
Respondent.

Civil Action
Case Number _____

PETITION FOR DIVORCE WITHOUT MINOR CHILDREN

My name is _____ and I am representing myself in this divorce action. In support of my case, I state as follows:

1. **Subject Matter Jurisdiction:** I am the Petitioner in this action and:
[Check only one of the following, either (a) or (b).]
 - ___ (a) I have been a resident of the State of Georgia for more than six (6) months immediately prior to filing this action.
 - ___ (b) I am not a resident of the State of Georgia, but my spouse has been a resident of the State of Georgia for at least six (6) months immediately prior to my filing of this action.

2. **Venue:** My spouse's name is _____, and he/she is the Respondent in this action.
[Check only one of the following, either (a), (b), (c), (d) or (e).]
 - ___ (a) The Respondent is a resident of Cherokee County and is subject to the jurisdiction of this Court.
 - ___ (b) The Respondent is a resident of Georgia in _____ County, but the Respondent and I lived together in Cherokee County at the time we separated, I still reside in Cherokee County, and the Respondent has only moved away from Cherokee County within the past six months before the date of my filing this action.

___ (c) The Respondent is a resident of Georgia in _____ County, and I live in Cherokee County. The Respondent has acknowledged service of process and consented to the jurisdiction and venue of this Court.

___ (d) The Respondent is not a resident of the State of Georgia, but I am a resident of Cherokee County, Georgia, and:
[*Check only one of the following, either (1), (2), or (3).*]

___ (1) The Respondent was formerly a resident of the State of Georgia and currently resides in the State of _____. The Respondent is subject to the personal jurisdiction of the Court under Georgia's Long Arm Statute, OCGA § 9-10-91(5).

___ (2) The Respondent has never resided in the State of Georgia and currently resides in the State of _____.

___ (3) The Respondent has acknowledged service of process and consented to the jurisdiction and venue of this Court.

___ (e) I am a resident of Cherokee County and the Respondent's whereabouts are unknown to me. I am filing my *Affidavit of Due Diligence* with this *Petition*, and incorporate it here by reference.

3. **Service of Process:** The Respondent shall be served as provided under OCGA § 9-11-4, in the following manner:

[*Check only one of the following, either (a), (b), or (c).*]

___ (a) The Respondent has acknowledged service of process. I am filing the *Acknowledgment of Service* (which has been signed by the Respondent) with this *Petition*.

___ (b) The Respondent may be served by the Sheriff's Department at the Respondent's residence/work address, which is:

___ (b-1) [*Check only if the Respondent lives outside Cherokee County.*] The Respondent resides outside of Cherokee County, and shall therefore be served by second original, as provided under OCGA § 9-10-72. Service shall be made by the sheriff's department of the county where the Respondent resides.

(c) The Respondent's whereabouts are unknown to me. I am filing my *Affidavit of Due Diligence* with this *Petition*. The Respondent shall be served by publication as provided under OCGA § 9-11-4(e)(1) for those who cannot be found within the State of Georgia. To the best of my knowledge, the Respondent's last known address is:

4. **Date of Marriage:**

[Check and complete only one of the following, either (a) or (b).]

(a) The Respondent and I were lawfully married on _____.

(b) The Respondent and I are married by common law because we lived together and held ourselves out as husband and wife as of _____, which date was prior to January 1, 1997.

5. **Date of Separation:** The Respondent and I last separated on _____, and we have remained in a true state of separation since that date.

6. **Settlement Agreement:**

[Check only if there is a signed agreement.]

The Respondent and I have entered into a *Settlement Agreement*, which we both want to be incorporated into the *Final Judgment and Decree for Divorce*. The *Settlement Agreement* has been signed by each of us in front of a notary public, and I am filing the *Settlement Agreement* with the Court, together with this *Petition*.

7. **Minor Children:**

[If you and the Respondent have any minor children together, you must use a different Divorce Petition form. See instructions.]

The Respondent and I do not have any minor children together.

8. **Alimony:** *[Check only one of the following, either (a), (b), or (c).]*

(a) I am financially dependent on the Respondent and need the Court to order the Respondent to pay alimony for my support.

- (b) I am not asking for alimony.
- (c) The issue of alimony cannot be decided in this action because the Court does not have personal jurisdiction over the Respondent.

9. **Marital Property:** [*Check only one of the following, either (a), (b), (c) or (d). Do not include complete account numbers.*]

- (a) The Respondent and I have already divided our marital property, and we are both satisfied with the division.
- (b) The Respondent and I have not obtained any property during our marriage.
- (c) The Respondent and I have obtained the following property during our marriage, and I am asking for a fair division of this property:

House located at _____

Other real estate, located at _____

Mobile home (model: _____, year: _____)

Pension (mine, worth \$ _____; Respondent's, worth \$ _____)

Motor vehicles listed here:

Model/year: _____

Model/year: _____

Model/year: _____

Furniture:

Listed here: _____

Listed on separate paper attached to this *Petition*

Bank accounts and/or other investments:

Listed here: _____

Listed on separate paper attached to this *Petition*.

Other property:

Listed here: _____

Listed on separate paper attached to this *Petition*.

(d) The issue of the division of marital property cannot be decided in this case because none of the property is in Georgia and the Court does not have personal jurisdiction over the Respondent.

10. Joint or Marital Debts: *[Check only one of the following, either (a), (b), or (c). Do not include complete account numbers.]*

(a) The Respondent and I do not have any outstanding joint or marital debts.

(b) The Respondent and I have the following outstanding joint or marital debts, and responsibility for paying them should be as listed below:

<u>Creditor</u>	<u>Balance</u>	<u>Who Should Pay</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Listed on separate paper attached to this *Petition*.

(c) The issue of dividing joint and marital debts cannot be decided in this case, because the Court does not have personal jurisdiction over the Respondent.

11. Restraining Order Where Violence Has Occurred:

[Read instructions carefully and check only if applicable.]

There is a history of physical violence by the Respondent toward me, and I am afraid that the Respondent will engage in further acts of violence or harassment toward me unless the Court enters a temporary and permanent restraining order.

___ 12. **Restore Former or Maiden Name:** *[Check only if applicable.]*

My former or maiden name is _____,
and I am asking the Court to restore that name to me.

13. **Grounds for Divorce:**

[Check the ones that you can prove at trial.]

My grounds for divorce from the Respondent are:

___ (a) **Our marriage is irretrievably broken.** The Respondent and I can no longer live together and there is no hope that we will get back together.

___ (b) **Cruel treatment** - The Respondent committed the following acts of cruel treatment toward me:

___ (c) **Adultery** - The Respondent has had sexual intercourse with someone else during our marriage.

___ (d) **Desertion** - The Respondent has intentionally and continually deserted me for at least a year.

___ (e) **Other grounds** from list in OCGA § 19-5-3, as explained here: _____

FOR THESE REASONS, I REQUEST THE FOLLOWING RELIEF:

[Check all that apply.]

(a) That process and summons issue as provided by law;

(b) That Respondent be served with a copy of this Petition;

(c) That I be granted a total divorce from the Respondent;

(d) That the *Settlement Agreement* signed by the parties be incorporated into the *Final Judgment and Decree of Divorce*.

(e) That the Respondent be ordered to pay me alimony for my support;

- (f) That our marital property be divided according to Paragraph 9;
- (g) That our joint or marital debts be divided according to Paragraph 10;
- (h) That the Respondent be temporarily and permanently restrained from harassing me or committing any acts of violence toward me;
- (i) That my former or maiden name be restored according to Paragraph 12;
- (j) That a Rule Nisi be scheduled by the Court, to decide on the relief I have requested;
- (k) That the Court order the parties to participate in mediation, to try to resolve this matter; and
- (l) That the Court order any and all other relief that the Court finds appropriate.

Dated: _____

 Petitioner, Pro se (Signature)

Name: _____

Address: _____

 Email: _____

IF YOU DO NOT HAVE AN EMAIL ADDRESS, FILL OUT A CERTIFICATE OF NO EMAIL ADDRESS

Telephone No.: _____

SUPERIOR COURT OF CHEROKEE COUNTY
STATE OF GEORGIA

_____,
Petitioner,
v. _____,
Respondent.

Civil Action
Case Number

VERIFICATION

I, _____, personally appeared before the undersigned notary public and, being duly sworn, state that the facts stated in the foregoing Petition are true and correct.

This ___ day of _____, _____(year)

Signature
Name: _____
Email: _____

**IF YOU DO NOT HAVE AN EMAIL ADDRESS, FILL OUT A
CERTIFICATE OF NO EMAIL ADDRESS**

Telephone No.: _____

Sworn to before me this
___ day of _____, 20__.

Notary Public

**IN THE SUPERIOR COURT OF CHEROKEE COUNTY
STATE OF GEORGIA**

Petitioner: _____,

v.

Civil Action

File No: _____

Respondent: _____.

ACKNOWLEDGMENT OF SERVICE AND CONSENT TO JURISDICTION

I, the undersigned Respondent hereby acknowledge personal service of the above Petition for _____ and state that I have received a copy of said Petition and I hereby waive any and all further notice, service, and issuance of process. I consent to both jurisdiction and venue in this matter.

(Check the box below if you are a resident of Georgia but do not live in Cherokee County.)

WAIVER OF VENUE — RESPONDENT'S AFFIDAVIT

1. I am a resident of _____ County in the State of Georgia.
2. I understand that I have a constitutional right to a trial by judge or jury in the county of my residence, and that I expressly waive my right to venue in the county of my residence, and consent to venue and personal jurisdiction in Cherokee County Superior Court.

This _____ day of _____, _____.

Respondent's Signature (Sign in front of the Notary)

Address: _____

Telephone: _____

Email: _____

Sworn to and signed before me, this
_____ day of _____, _____.

NOTARY PUBLIC

My commission expires:

**IN THE SUPERIOR COURT OF CHEROKEE COUNTY
STATE OF GEORGIA**

Petitioner: _____,

v.

Civil Action

File No: _____

Respondent: _____.

CONSENT TO TRIAL 31 DAYS AFTER SERVICE

Both of the above parties, as indicated by their signatures below, consent to the hearing and granting of a divorce in this action any time thirty-one (31) days after the filing of the acknowledgment of service or after service having been perfected against the Respondent.

Petitioner's Signature (Sign in front of the Notary)

Address: _____

Telephone: _____

Email: _____

Sworn to and signed before me, this
_____ day of _____, _____.

NOTARY PUBLIC

My commission expires:

Respondent's Signature (Sign in front of the Notary)

Address: _____

Telephone: _____

Email: _____

Sworn to and signed before me, this
_____ day of _____, _____.

NOTARY PUBLIC

My commission expires:

IN THE SUPERIOR COURT OF CHEROKEE COUNTY
STATE OF GEORGIA

_____,
Petitioner, Civil Action
v. Case Number _____
_____,
Respondent.

SETTLEMENT AGREEMENT WITHOUT MINOR CHILDREN

This is an agreement between _____ (referred to here as “Petitioner”) and _____ (referred to here as “Respondent”).

The parties are married but are currently separated; and

They have no minor children together.

The parties want to settle between themselves all questions of alimony, division of property, debts and all other rights and obligations arising out of their marital relationship;

THEREFORE, in consideration of the mutual promises and declarations in this agreement, the parties agree as follows:

1. SEPARATION.

The parties shall continue to live apart and each one shall be free from all interference and control by the other, as fully as if unmarried, and each may reside at such places as he or she may choose.

2. ALIMONY.

[Check and complete only one of these, either (a) or (b). Do not check both (a) and (b).]

(a) The _____ shall pay to the _____ as alimony, the sum of _____ Dollars (\$) _____ per month, beginning on _____, and continuing monthly thereafter,

[To finish (a), you must check and complete either (1) or (2). Do not check both (1) and (2)]

(1) until the recipient remarries or dies.

(2) for a period of _____.

(b) Each party expressly waives the right to receive alimony from the other party.

3. PROPERTY DIVISION.

[Check and complete only one of these, either (a) or (b). Do not check both (a) and (b). Do not list complete account numbers.]

(a) The parties acknowledge that they have already made a division of their marital property, including any real estate, vehicles, household furniture, furnishings, household goods, equipment, bank accounts, pensions and other personal property. Neither party shall claim any of the property in the possession of the other party as of the date of signing this agreement.

(b) The parties acknowledge that they did not obtain any property during their marriage.

(c) The parties acknowledge that they possess various items of marital property, which shall be divided as provided in this Agreement. The parties agree to transfer possession and title to their property as follows:

[If you have chosen (c), check and complete only the parts that apply, from (1) through (4) below. Cross out the parts that do not apply.]

(1) **Marital Home** - The marital home of the parties, located at the following address: _____
_____ which has the following legal description on the deed to the property:

shall be conveyed to the _____ in fee simple. The _____ shall be responsible for all taxes, assessments and mortgage loan payments on the home after the date of _____.

[If you have chosen and completed the preceding paragraph (1), concerning a marital home, you may

Petitioner _____ Respondent _____

also check and complete (A) or (B), or both (A) and (B), but neither one is required.]

- (A) The _____ shall have a lien against the home in the amount of _____ Dollars (\$_____). Upon the sale or transfer of the home, the lien shall be paid.
- (B) The _____ shall immediately begin making reasonable efforts to refinance the outstanding mortgage/mortgages on the marital home, so that the _____ shall no longer be liable on the mortgage loan(s). If the _____ is not able to refinance by _____, 20____, the home shall then be listed for sale at a reasonable price, and all reasonable offers to purchase the home shall be accepted.

(2) **Mobile Home** - The parties' mobile home, which is described as a _____, with Vehicle Identification Number (VIN) of _____ shall be transferred to the _____ .
The _____ shall be responsible for all loan payments on the mobile home after the date of _____.

(3) **Vehicles** - The vehicles owned by the parties shall be transferred or retained as follows:

<u>Year/Make/Model of Vehicle</u>	<u>Vehicle ID # (VIN)</u>	<u>Goes to</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The party listed above for each vehicle shall be responsible for all car loan payments, *ad valorem* taxes, registration fees and insurance on that vehicle accruing after the following date:

_____.

(4) **Other Personal Property** - The parties acknowledge that they own various other items of personal property, which shall be transferred to the party listed below, on or before _____, 20____.

To the Petitioner

To the Respondent

Except as otherwise specifically provided in this Agreement, the transfers listed above shall be completed no later than _____, and each party shall execute all documents necessary to promptly complete the transfer. Upon the failure of either party to execute and deliver any deed or other document necessary to complete the transfers required by this Agreement, this Agreement shall constitute and operate as the properly executed document. The county auditor, county recorder, Department of Motor Vehicles, and all other public and private officials are authorized and directed to accept this Agreement or a properly certified copy of it in lieu of the document regularly required for the conveyance or transfer.

Except as provided in this Agreement, the parties have divided their marital property, including any real estate, vehicles, household furniture, furnishings, household goods, equipment, bank accounts, pensions and other personal property. Neither party shall claim any of the property in the possession of the other party as of the date of signing this agreement, except as provided in this Agreement.

4. **DEBTS.**

[Check and complete only one of these, either (a) or (b). Do not check both (a) and (b). Do not list complete account numbers.]

- (a) The parties acknowledge that they have no outstanding joint or marital debts.

- (b) The responsibility for payment of the parties' joint and marital debts shall be as follows:

<u>Creditor</u>	<u>Amount</u>	<u>Responsible Party</u>
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____

Petitioner _____ Respondent _____

_____ \$ _____
_____ \$ _____

The responsible party listed above for each debt shall hold the other party harmless for any collections on that debt. If legal action is brought against the other party to recover that debt, the responsible party agrees to indemnify or hold the other party harmless and, in addition, to pay all attorney's fees and costs of collection which the other party may incur as a result of the legal action.

5. TAX AND BANKRUPTCY CONSTRUCTION OF THIS AGREEMENT

The parties acknowledge that the equitable division of marital property and the payment of marital and joint debts, if provided in this Agreement, shall not be deductible nor taxable for income tax purposes. Each party also acknowledges that, but for the payments provided here, the other party's financial independence would be impaired. Therefore, it is the parties' intention that if either party ever seeks bankruptcy protection, the amounts payable under this Agreement shall not be dischargeable in bankruptcy under 11 United States Code Section 523(a)(5), as the payments are in the nature of spousal or child support and maintenance. Alternatively, the payments shall be nondischargeable in bankruptcy under 11 United States Code Section 523(a)(15).

6. RESTRAINING ORDER

(Optional — Check and complete this paragraph if applicable.)

The _____ shall be permanently restrained and enjoined from assaulting, beating, wounding, threatening, harassing and stalking the _____. By consenting to this, the _____ in no way admits that such acts were ever done in the past, but agrees not to engage in such acts in the future. This provision shall be enforceable by the Court's contempt power.

7. VOLUNTARINESS OF AGREEMENT

The parties acknowledge that they have entered into this Agreement freely and voluntarily, and that it is not the result of any duress or any undue influence. We understand that we do not have to enter into this Agreement, that we have the right to trial before a judge or jury on all issues that could be raised in this action. We also understand that we have the right to certain discovery procedures that may reveal other income or assets of the other party. We have agreed to enter into this Agreement

based on our knowledge of the income and assets of the parties and their written statements in this Agreement. After considering all of this, we have decided to enter into this Agreement freely and voluntarily.

8. COMPLETENESS OF AGREEMENT

This Agreement constitutes the entire understanding of the parties. There are no representations or promises other than those expressly included in this Agreement. Each party hereby states under oath that the financial representations in this Agreement are accurate and complete, to the best of that party's information, knowledge and belief.

9. EFFECT OF DIVORCE

Both parties understand that this Agreement does not require them to continue to live separately or to proceed with an action for divorce. However, if either party brings or maintains an action for divorce, this Agreement shall be presented to the court and incorporated by reference into any judgment concerning the matters covered by the Agreement. Even if it becomes part of a divorce judgment, this Agreement shall survive and can be enforced independently from the judgment of divorce.

Petitioner

_____ appeared before me on _____, 20____, and said under oath that s/he had read this agreement, understood it, and was signing it voluntarily in my presence.

Notary Public

Respondent

_____ appeared before me on _____, 20____, and said under oath that s/he had read this agreement, understood it, and was signing it voluntarily in my presence.

Notary Public

Petitioner _____ Respondent _____

**IN THE SUPERIOR COURT OF CHEROKEE COUNTY
STATE OF GEORGIA**

Petitioner: _____

and

Respondent: _____

Civil Action File No: _____

RULE NISI

The foregoing Petition for Divorce having been read and filed, the Respondent is Ordered to show cause before the Honorable _____, on the _____ day of _____, _____ at _____ .m. in Courtroom _____ why the prayers of Petitioner should not be granted.

This the _____ day of _____, _____.

Deputy Clerk

IN THE SUPERIOR COURT OF CHEROKEE COUNTY
STATE OF GEORGIA

Plaintiff

Civil Action File No.

v.

_____-CV-_____

Defendant

DOMESTIC STANDING ORDER
No minor children

Pursuant to O.C.G.A. § 19-1-1(b), Uniform Superior Court Rule 24 and the implementing order of the Court filed on the ___ day of _____, 20__ (minute book _____, page _____), this Standing Order binds the parties in the above styled action, their agents, employees and all other persons acting in concert with such parties on whom this order is served or who have actual notice of same.

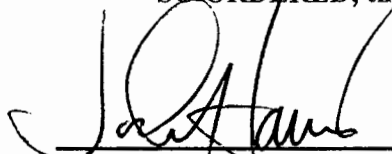
Each party is hereby prohibited from doing any of the following:

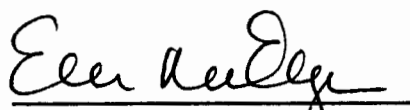
- a) **doing, attempting to do, or threatening to do any act injuring, maltreating, vilifying, molesting, or harassing the other party or the child(ren) of the parties, or following, placing under surveillance, or contacting the other party or child(ren) of the parties without their consent for the purpose of harassing and intimidating the other party or child(ren) of the parties;**
- b) **selling, encumbering, trading, contracting to sell, or otherwise disposing or removing from the jurisdiction of the court any of the property belonging to one or both of the parties, except in the ordinary course of business.**


The following scheduling rules shall apply:

- At least 5 days prior to any hearing, whether or not an answer has been filed, each party shall serve upon the other a Domestic Relations Financial Affidavit. A Certificate of Service shall be filed with the Clerk certifying proper service. Each party shall submit the original Affidavit to the Court at the hearing. See U.S.C.R. 24.2.
- At least 5 days prior to any mediation, the parties shall serve upon each other a Domestic Relations Financial Affidavit.
- Prior to any contested final hearing, except in actions for contempt, the parties shall attend mediation and file proof of the same.
- A final hearing may be specially set only after the parties submit a proposed consolidated domestic relations pre-trial order to the judge's chambers. The proposed order shall be on the form attached to the implementing order, and it shall be submitted with all applicable exhibits.
- For rules on modification of a temporary order, see Minute Book 192, Page 363.

SO ORDERED, this 12 day of June, 2014.


Jackson Harris, Chief Judge


Ellen McElyea, Judge


David L. Cannon, Jr., Judge

Cherokee County Superior Court, Blue Ridge Judicial Circuit

IN THE SUPERIOR/STATE COURT OF _____ COUNTY

STATE OF GEORGIA

CIVIL ACTION NUMBER

PLAINTIFF

Vs.

DEFENDANT

SUMMONS

TO THE ABOVE NAMED DEFENDANT:

You are hereby summoned and required to file with the Clerk of said court and serve upon the Plaintiff's attorney, whose name and address is:

an answer to the complaint which is herewith served upon you, within 30 days after service of this 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.

This _____ day of _____, _____.

Clerk of Superior Court/State Court

By: _____
Deputy Clerk

IN THE SUPERIOR COURT OF CHEROKEE COUNTY
STATE OF GEORGIA

Petitioner,

-vs-

CIVIL ACTION

Respondent.

FILE NO. _____

FINAL JUDGMENT AND DECREE

Upon consideration of this case and evidence submitted as provided by law, it is the judgment of the court that a total divorce be granted, that is to say a divorce a vinculo matrimonii, between the parties to the above-stated case upon legal principles.

It is considered, ordered, and decreed by the court that the marriage contract entered into between the parties to this case, from and after this date, be and is set aside and dissolved as fully and effectually as if no such contract had ever been made or entered into.

Petitioner and Respondent in the future shall be held and considered as separate and distinct persons altogether unconnected by any nuptial union or civil contract, whatsoever, and both shall have the right to remarry.

The Agreement entered into between the parties dated _____ and file on _____ is incorporated by reference and made a part of this Final Judgment and Decree. Each party are ORDERED and directed to comply with the terms and conditions.

The Court restores to Petitioner/Respondent her maiden name, to wit:

_____.

The Respondent/Petitioner is/are Ordered to attend the Families in Transition Seminar within 30 days of this Order or else be held in contempt.

Decree entered this ____ day of _____

JUDGE, CHEROKEE SUPERIOR COURT
Blue Ridge Judicial Circuit