

**Marital Settlement Agreement**

**About this Form:** This is a marital settlement agreement that may accompany the [No-Fault Divorce](#) form for use within the State of Texas. This agreement is intended to help the parties formalize an allocation of their property and finances and matters relating to child custody and visitation. Most courts will require a marital settlement agreement filed in conjunction with a ORIGINAL PETITION FOR DIVORCE within the State of Texas.

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**MARITAL SETTLEMENT AGREEMENT**

**AGREEMENT** made on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (hereinafter referred to as "Wife"), who resides at \_\_\_\_\_ [insert full residential address of Wife] and \_\_\_\_\_ (hereinafter referred to as "Husband"), who resides at \_\_\_\_\_ [insert full residential address of Husband].

**WHEREAS**, we were married on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, in \_\_\_\_\_, State of \_\_\_\_\_, and we now mutually desire to dissolve our marriage and mutually agree to live permanently separate and apart from each other, as if we were single;

**WHEREAS**, we each have exercised good faith and have made fair, accurate, and complete disclosure to each other regarding all financial and property matters pertaining to this marital settlement agreement;

**WHEREAS**, we mutually desire to settle by agreement all matters regarding our marital affairs, personal and real property, and finances;

**WHEREAS**, we mutually intend this agreement to be a final disposition regarding the marital issues addressed herein and intend that this agreement be incorporated into any subsequent DECREE OF DIVORCE.

**THEREFORE**, in exchange for the mutual promises herein contained, we agree to live separately and to divide our property and finances according to the following mutually agreed upon terms and conditions:

**1. REAL ESTATE**

**A. RESIDENCE**

Husband shall reside at \_\_\_\_\_.

Wife shall reside at \_\_\_\_\_.

**B. HOMESTEAD**

Husband and Wife own the following real property as their family residence, located at \_\_\_\_\_.

Husband and Wife agree that \_\_\_\_\_ shall continue to reside at the above mentioned family residence.

Rights, responsibilities and expenses regarding the above mentioned family residence shall be distributed as follows:

- 1) Title:  
Husband shall have the following rights of title and ownership in the family residence:

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Wife shall have the following rights of title and ownership in the family residence:

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- 2) Expenses, Mortgage and Maintenance:  
Husband shall be responsible for and pay the following expenses regarding the family residence:

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Wife shall be responsible for and pay the following expenses regarding the family residence:

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### C. OTHER REAL ESTATE

Husband and Wife jointly own the following other real estate to be divided as follows:

- 1) To Husband:

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- 2) To Wife:

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## 2. PERSONAL PROPERTY

### A. HOUSEHOLD GOODS

Husband and Wife jointly own the following household goods to be divided as follows:

1) To Husband:

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2) To Wife:

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### B. AUTOMOBILES

Husband and Wife jointly own the following automobiles to be divided as follows:

1) To Husband:

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2) To Wife:

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### C. OTHER PERSONAL PROPERTY

Husband and Wife own the following other personal property to be divided as follows:

1) To Husband:

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2) To Wife:

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### 3. BANK ACCOUNTS

Husband and Wife jointly hold the following bank accounts:

\_\_\_\_\_ (Account Number)  
\_\_\_\_\_ (Account Balance)

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(Name and Address of Institution)

\_\_\_\_\_ (Account Number)  
\_\_\_\_\_ (Account Balance)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Name and Address of Institution)

\_\_\_\_\_ (Account Number)  
\_\_\_\_\_ (Account Balance)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Name and Address of Institution)

\_\_\_\_\_ (Account Number)  
\_\_\_\_\_ (Account Balance)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Name and Address of Institution)

The above mentioned accounts shall be divided as follows:

1) To Husband:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2) To Wife:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**4. DEBTS**

Husband and Wife jointly hold the following debts outstanding:

\_\_\_\_\_ (Account Number)  
\_\_\_\_\_ (Account Balance)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Name and Address of Institution)

\_\_\_\_\_ (Account Number)  
\_\_\_\_\_ (Account Balance)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Name and Address of Institution)

\_\_\_\_\_ (Account Number)  
\_\_\_\_\_ (Account Balance)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Name and Address of Institution)

\_\_\_\_\_ (Account Number)  
\_\_\_\_\_ (Account Balance)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Name and Address of Institution)

The above mentioned debts shall be divided as follows:

1) Husband agrees to pay and assume all responsibility for the following debts:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2) Wife agrees to pay and assume all responsibility for the following debts:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Husband and Wife agree that from the date of this agreement, neither shall assume any joint debt or liability. Husband and Wife agree that each shall be individually responsible for all debts that he or she acquires subsequent to the date of this agreement.

**5. TAX LIABILITY**

A. Husband and Wife agree that any joint tax liability shall be assumed as follows:

1) By Husband:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2) By Wife:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**6. LIFE INSURANCE**

A. Husband owns the following life insurance policies naming Wife as beneficiary:

\_\_\_\_\_  
\_\_\_\_\_ (Policy Number)  
\_\_\_\_\_ (Policy Amount)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Name and Address of Institution)

\_\_\_\_\_  
\_\_\_\_\_ (Policy Number)  
\_\_\_\_\_ (Policy Amount)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Name and Address of Institution)

\_\_\_\_\_  
\_\_\_\_\_ (Policy Number)  
\_\_\_\_\_ (Policy Amount)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Name and Address of Institution)

Husband agrees that Wife [*check one:*] \_\_\_\_\_ shall, or \_\_\_\_\_ shall not remain the beneficiary of the following life insurance policies:

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B. Wife owns the following life insurance policies naming Husband as beneficiary:

\_\_\_\_\_ (Policy Number)  
\_\_\_\_\_ (Policy Amount)

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(Name and Address of Institution)

\_\_\_\_\_ (Policy Number)  
\_\_\_\_\_ (Policy Amount)

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(Name and Address of Institution)

\_\_\_\_\_ (Policy Number)  
\_\_\_\_\_ (Policy Amount)

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(Name and Address of Institution)

Wife agrees that Husband [*check one:*] \_\_\_\_\_ shall, or \_\_\_\_\_ shall not remain the beneficiary of the following life insurance policies:

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### 7. HEALTH INSURANCE

Husband and Wife agree as follows in relation to their respective health care coverage:

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### 8. SPOUSAL SUPPORT

A. Husband shall pay to Wife spousal support in the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), \_\_\_\_\_ [*specify "weekly" or "monthly"*], beginning on the

\_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_. Husband shall continue to pay this sum for a period of \_\_\_\_\_, subject to the following mutually agreed upon conditions:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

B. Wife shall pay to Husband spousal support in the sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_), \_\_\_\_\_ [specify "weekly" or "monthly"], beginning on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_. Wife shall continue to pay this sum for a period of \_\_\_\_\_, subject to the following mutually agreed upon conditions:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

**9. LEGAL NAME**

Husband and Wife agree that upon the court's ordering a DECREE OF DIVORCE, Wife shall have the right to retain her married name or shall also have the right to return to her maiden or former name: \_\_\_\_\_ [insert Wife's maiden name].

**10. FINAL AGREEMENT**

This agreement sets forth the entire agreement and understanding between the Husband and Wife relating to the settlement of martial property and finances and supersedes all prior discussions between us. No modification of or amendment to this agreement, nor any waiver of any rights under this agreement, will be effective unless in writing signed by the party to be charged.

**11. ACKNOWLEDGEMENT**

Husband and Wife acknowledge that each has entered into this agreement in good faith, without any duress or undue influence. Each understands his or her right to seek independent counsel regarding this agreement, and each has had the opportunity to seek independent counsel prior to signing this agreement.

**12. CHOICE OF LAW**

Husband and Wife agree that this agreement shall be governed and construed in accordance with the laws of the State of Texas.

Signed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Wife

\_\_\_\_\_  
Husband

\_\_\_\_\_  
Witness #1 for Wife

\_\_\_\_\_  
Witness #1 for Husband

\_\_\_\_\_  
Witness #2 for Wife

\_\_\_\_\_  
Witness #2 for Husband

**CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC**

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

This document was acknowledged before me on \_\_\_\_\_[Date] by

\_\_\_\_\_ [name of principal].

[Notary Seal, if any]:

\_\_\_\_\_  
(Signature of Notarial Officer)

Notary Public for the State of Texas

My commission expires: \_\_\_\_\_