

## BAGWELL HOLT SMITH JONES & CROWSON, P.A.

THOMAS R. HOLT  
NATHANIEL C. SMITH  
JEFFREY A. JONES  
CHRISTOPHER A. CROWSON  
JOHN G. MISKEY IV

ATTORNEYS AT LAW  
111 CLOISTER COURT, SUITE 200  
CHAPEL HILL, NORTH CAROLINA 27514  
TELEPHONE: (919) 401-0062  
FACSIMILE: (919) 403-0063  
www.bhspsa.com

OF COUNSEL  
O. KENNETH BAGWELL, JR.  
BETH TILLMAN

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### **SEPARATION AGREEMENT & PROPERTY SETTLEMENT QUESTIONNAIRE**

**Instructions:** Congratulations on your decision to attempt to settle your disputes arising from your marriage with a separation agreement and property settlement agreement. The purpose of this worksheet is to gather the information necessary to assist us in preparing your agreements. It is important that we have the following understanding before proceeding further:

1. We represent you as our client. We do not represent your spouse, and we do not represent you and your spouse as a couple in negotiating and preparing your agreements. It is urged that your spouse obtain separate and independent legal counsel for advice in this process.

2. You and your spouse must provide a full and fair disclosure of all financial information requested in these worksheets for us to help you negotiate and prepare your agreements. Failure to do so may make it necessary to file a lawsuit to force disclosure of information from your spouse if he or she withholds vital information that is necessary to the agreement.

3. Make sure your spouse understands that you have hired our firm to assist you in the negotiation and preparation of a separation agreement and property settlement agreement. If your spouse indicates that he or she has also hired an attorney, contact us immediately. It is not appropriate for you to obtain information from her or him about financial or other matters for us if he or she is represented by an attorney. If your spouse indicates he or she has hired an attorney, do not be alarmed. We may still be able to assist you in negotiating a fair settlement that meets your legal objectives without litigation.

4. The separation agreement is contingent on you and your spouse continuing to live separate and apart. That does not mean that you must avoid each other. You may still go out on dates, and even have isolated occasions where intimate relations occur. However, should you and your spouse separate, sign the agreement, and then resume the marriage by cohabiting under the same roof again, the agreement will be void. A separation agreement is not required to obtain an absolute divorce. If you have questions about this, discuss it further with your attorney.

5. The laws with respect to marital agreements vary from state to state. Your agreements will become valid and enforceable in the State of North Carolina. However, should you and your mate choose to establish a residence in another state, that state's court may choose not to enforce the agreement, or some provision of the agreement, that may be against that state's public policy or laws.

6. You should complete this worksheet in as much detail as possible. Your spouse can voluntarily assist you in this process, provided he or she understands that we do not represent him or her. Once all of the information is gathered, we can begin preparation of the agreements.

If you have any question about, or need clarification of, any of these matters, please contact our office immediately.

**I. PERSONAL INFORMATION**

Full Name of Client: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Home Phone: \_\_\_\_\_  
Mobile Phone: \_\_\_\_\_  
Work Phone: \_\_\_\_\_

Full Name of Spouse: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Home Phone: \_\_\_\_\_  
Mobile Phone: \_\_\_\_\_  
Work Phone: \_\_\_\_\_

Date of Marriage: \_\_\_\_\_

Place of Marriage: \_\_\_\_\_

Children:	Age:	DOB:
Full Name: _____	_____	_____
Full Name: _____	_____	_____
Full Name: _____	_____	_____
Full Name: _____	_____	_____

**II. SEPARATION**

1. You do not need a separation agreement to obtain a divorce, so if that is the reason you are seeking a separation agreement, discuss this with your attorney.

2. You should not leave the marital residence or separate until your attorney has told you that it is legally permissible for you to do so. Your leaving could be construed as an abandonment.

3. If you have already separated, or you are about to separate, please state the intended date of separation. For purposes of your agreement, separation means ceasing to live together under one roof.

4. Date of separation or intended separation: \_\_\_\_\_

5. Have you lived continuously separate and apart since the date of separation stated above? Please answer yes/no: \_\_\_\_\_

6. Isolated incidences of sexual relations do not generally constitute a resumption of marital relations. Discuss any questions about whether your separation has been continuous with your attorney.

**III. EMPLOYMENT AND INCOME**

Name of employer: \_\_\_\_\_  
Address of employer: \_\_\_\_\_

Salary or hourly wages: \_\_\_\_\_  
Years employed: \_\_\_\_\_  
Person to contact to obtain information: \_\_\_\_\_

Name of employer: \_\_\_\_\_  
Address of employer: \_\_\_\_\_

Salary or hourly wages: \_\_\_\_\_  
Years employed: \_\_\_\_\_  
Person to contact to obtain information: \_\_\_\_\_

**\* Attach a copy of your four most recent wage receipts or verification of income from January 1st of this year to the present date.**

**Spouse Employment And Income:**

Name of employer: \_\_\_\_\_

Address of employer: \_\_\_\_\_

Salary or hourly wages: \_\_\_\_\_

Years employed: \_\_\_\_\_

Person to contact to obtain information: \_\_\_\_\_

Name of employer: \_\_\_\_\_

Address of employer: \_\_\_\_\_

Salary or hourly wages: \_\_\_\_\_

Years employed: \_\_\_\_\_

Person to contact to obtain information: \_\_\_\_\_

**\* Attach a copy of your spouse's four most recent wage receipts. If possible, include verification of income from January 1st of this year to the present date.**

**\* Provide a copy of tax returns for the three (3) years. If you and your spouse did not file joint tax returns, provide a copy of your tax returns and your spouse's tax returns for the two (2) calendar years.**

Describe any other income you or your spouse receives, e.g. rental income:

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

**IV. PROPERTY**

1. It is absolutely essential that your attorney have a *complete* list of all of your assets (properties) and liabilities (debts) in order to advise you on your property settlement. Failure to disclose property or debts may have legal consequences such as the agreement being declared invalid.

2. The court only has authority to divide and distribute marital property. Any separately owned property remains the property of the person whose name is on the title.

3. The court generally makes an equal division of marital property; however, in some cases the court may make an unequal division. For more information about the division in your case, ask your attorney.

4. "Separate property" is property acquired prior to the marriage, after separation, acquired by inheritance at any time, or acquired by gift directly to one

spouse at any time. "Marital property" is all other property acquired during the marriage and before separation. Items acquired during the marriage by inheritance or gift to both spouses is marital property.

5. You should disclose all of your property, whether marital or separate, and indicate your opinion about why property should be classified marital or separate. All property is valued on the date of separation.

6. Please disclose your opinion on the net fair market value of each item of property listed regardless of whether you list the property as marital or separate.

7. Should you have questions concerning whether you may be entitled to more than one-half of the marital property, do not hesitate to discuss the matter with your attorney.

8. There are many factors the judge may consider in deciding whether a division of property will be equal. These will be discussed with your attorney at your request. If you are unable to list all the information requested in the space provided, attach additional sheets.

### **A. Real Estate**

#### **Primary Residence:**

In connection with all real estate owned by you or your spouse, provide the following:

1. Complete address or brief description (attach a copy of the deed if available):  
\_\_\_\_\_  
\_\_\_\_\_
2. Was property purchased, inherited, received as a gift? \_\_\_\_\_  
Date purchased, inherited or received as a gift: \_\_\_\_\_
3. If purchased, original purchase price and source of funds used to purchase: \_\_\_\_\_
4. Fair market value of property as of date of separation (attach a copy of a recent appraisal if available): \_\_\_\_\_
5. Outstanding mortgages and/or liens on property as of date of separation:  

Name of lender	Balance
_____	_____
_____	_____

6. Net fair market value (fair market value less mortgages and liens) of property as of date of separation: \_\_\_\_\_

7. Proposed distribution of property to husband or wife: \_\_\_\_\_

8. Is property to be sold? \_\_\_\_\_

9. Who has made payments since the separation, and the amount of said payments? \_\_\_\_\_

10. Describe any improvements and the cost of such improvements:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**\* Please attach mortgage payment history for the past twelve (12) months.  
Second Home or Investment Property:**

1. Complete address or brief description (attach a copy of the deed if available):  
\_\_\_\_\_  
\_\_\_\_\_

2. Was property purchased, inherited, received as a gift? \_\_\_\_\_

Date purchased, inherited or received as a gift: \_\_\_\_\_

3. If purchased, original purchase price and source of funds used to purchase: \_\_\_\_\_

4. Fair market value of property as of date of separation (attach a copy of a recent appraisal if available): \_\_\_\_\_

5. Outstanding mortgages and/or liens on property as of date of separation:

Name of lender	Balance
_____	_____
_____	_____

6. Net fair market value (fair market value less mortgages and liens) of property as of date of separation: \_\_\_\_\_

7. Proposed distribution of property to husband or wife: \_\_\_\_\_

8. Is property to be sold? \_\_\_\_\_

9. Who has made payments since the separation, and the amount of said payments? \_\_\_\_\_

10. Describe any improvements and the cost of such improvements:

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**\* Please attach mortgage payment history for the past twelve (12) months.**

**B. Automobiles, Boats, Other Vehicles**

In connection with each motor vehicle owned by you or your spouse, provide the following:

Year	Make	Model	FM Value	Lien	Date Aq.	Distribution (H/W)

1. Describe who made payments since the separation and the amount of these payments:

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2. Describe any repairs and the cost of such repairs:

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3. Who will pay for liability, collision or other insurance for each vehicle:

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**\* Please attach Kelley Blue Book or NADA summary for each automobile, boat or other vehicle.**

**C. Interests in Sole Proprietorships, Partnerships, or Other Business Interests**

For all businesses which you or your spouse own an interest, please state:

1. Business name and address:

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2. Percentage of interest owned: \_\_\_\_\_
3. Business organized as: (e.g. sole proprietorship): \_\_\_\_\_
7. Date purchased, inherited or received as a gift: \_\_\_\_\_
8. Original purchase price: \_\_\_\_\_
9. Source of funds used to purchase: \_\_\_\_\_
10. Net fair market value of business interest as of date of separation: \_\_\_\_\_
11. Net fair market value of business interest as of the present: \_\_\_\_\_
12. Proposed distribution of business interest: \_\_\_\_\_

**\* Please attach all business profit and loss statements.**

**\* Please attach all appraisals.**

#### **D. Stocks and Bonds**

Make a list of all stocks and bonds held by you or your spouse. State their values on the date of separation. This information may be obtained from stock listings on that date if the stock is traded on an exchange such as the NASDAQ, American, or New York Stock Exchange. If the stock is not traded on an exchange, discuss this matter with your attorney to obtain the proper value. Include debentures, stock options, and futures. State how these assets are to be divided:

Description	Issued in Name of	Appx. No. of Shares	Appx. Value Per Share	Total Net Value

Stocks and Bonds Distribution:

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**\* Please attach statements for the previous twelve (12) months for stocks, bonds and investments.**

**E. Bank Accounts**

In connection with each bank account (money market, certificate of deposit, savings account, checking account, business account), state the following:

Bank	Acct. Type	Last 4 Digits of Acct. No.	Date of Sep. Balance	Present Balance	Distribution

**\* Please attach statements for the previous twelve (12) months for all savings, checking, money market accounts and CDs.**

**F. Insurance**

For each policy of life, health, or disability insurance in effect on the date of your separation, state the following:

Owner	Company	Policy No.	Amount	Type	Distribution

**\* Please attach document verifying the above Insurance information.**

**G. Pension and Retirement Benefits**

If any of your property includes vested or nonvested pension or retirement benefits, 401(k) plans, deferred compensation benefits, individual retirement accounts or military retirement benefits under the federal Uniformed Services Former Spouses' Protection Act, then with respect to each benefit state the following (you may need the assistance of your employer or plan administrator to complete this part):

**Client's Pension or Retirement Benefits:**

1. Name of employer: \_\_\_\_\_
2. Account holder: \_\_\_\_\_
3. Type of benefit: \_\_\_\_\_
4. Name of plan administrator: \_\_\_\_\_
5. Address of plan administrator: \_\_\_\_\_
6. Nature of benefit payable under plan: \_\_\_\_\_
7. Beginning date of payments: \_\_\_\_\_
8. Total value of benefit as of date of separation: \_\_\_\_\_
9. Total value of benefits as of the present: \_\_\_\_\_
10. Total value of benefits when payments will commence: \_\_\_\_\_
11. How payments are to be made: \_\_\_\_\_
12. Amount paid or to be paid: \_\_\_\_\_
13. Proposed distribution: \_\_\_\_\_

**\* Please attach statements of the past three (3) years of the 401(k), pension or other retirement account.**

**Spouse's Pension or Retirement Benefits:**

1. Name of employer: \_\_\_\_\_
2. Account holder: \_\_\_\_\_
3. Type of benefit: \_\_\_\_\_
4. Name of plan administrator: \_\_\_\_\_
5. Address of plan administrator: \_\_\_\_\_
6. Nature of benefit payable under plan: \_\_\_\_\_

7. Beginning date of payments: \_\_\_\_\_
8. Total value of benefit as of date of separation: \_\_\_\_\_
9. Total value of benefits as of the present: \_\_\_\_\_
10. Total value of benefits when payments will commence: \_\_\_\_\_
11. How payments are to be made: \_\_\_\_\_
12. Amount paid or to be paid: \_\_\_\_\_
13. Proposed distribution: \_\_\_\_\_

**\* Please attach statements of the past three (3) years of the 401(k), pension or other retirement account.**

**H. Household Goods, Appliances, Metals, Collections, Antiques, Pets and Personal Items, Including Jewelry (Not Otherwise Listed in These Worksheets)**

1. Make an inventory for each spouse of all household goods, appliances, pets and other personal property which you have in your possession and which you have not listed above. The inventory should contain a list of "marital property" and a list of "separate property" for each spouse. All items that were acquired by a spouse prior to marriage, inherited items, and items received as gifts solely to one spouse should be placed on that spouse's list of inventory as "separate" property items. All other items are "marital" property items. Items on the separate property inventory for a spouse shall remain the property of that spouse. Marital property items must be divided equitably. Assign a value at date of separation for all items on marital property inventory.

2. You and your spouse should attempt to divide all items on the marital inventory in a mutually agreeable fashion. Make a list of items that are in controversy, and report those items to your attorney.

3. Items on the separate property inventory for a spouse shall remain the property of that spouse. You and your spouse should attempt to divide all items on the marital inventory in a mutually agreeable fashion. Highlight the items that are in controversy and report those items to your attorney.

4. Note: Generally, the courts will divide marital items on an equal basis so that each spouse will have items of equal value. If you cannot agree on marital items, you will have to provide the information requested above for your real estate and vehicles for each item of property. This may prove time consuming and costly to you and your spouse. Your separation agreement will contain either a list of all items for each party or a statement that you have already divided all items and neither party will claim items now held by the other.



3. If so, state the court in which it was filed, the name of the case, the date it was filed, and the case number if available:

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4. Please describe all unliquidated or contingent debt, lawsuit, or tax liability which is not pending or due at this time but may be asserted against you or your spouse within the next five (5) years, if any:

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5. Summary: After considering the values of all items of real and personal property and the liabilities and debts to be distributed, have you made a relatively equal division of all the marital property? If not, will it be necessary for the spouse receiving less than one-half to be paid a distributive award in lump sum cash or monthly payments to compensate for the unequal division of property? If so, state the amount and method of payment or payments: \_\_\_\_\_

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**\* Please attach the previous 12 months of credit card statements.**

#### **VI. CHILD CUSTODY**

1. If you and your spouse have minor children, you should complete this section.

2. PLEASE USE THE PARENTING AGREEMENT WHICH WE HAVE PROVIDED TO YOU FOR WORKING OUT THE TERMS OF A PROPOSED PARENTING AGREEMENT TO BE ATTACHED TO YOUR AGREEMENT.

3. A decision must be made concerning the form of custody arrangement that you feel will be in the best interest of your child(ren). **For purposes of child support, sole custody becomes joint or shared custody when each spouse has the child more than 122 nights per year.**

4. Is there presently any dispute concerning whether the husband is the father of any child? If so, explain:

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5. Do you agree that both parents are fit and proper persons to have custody

and visitation rights with the child(ren)? If not, explain:

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6. You should plan a visitation schedule taking into consideration the work schedules of each party and the schedules of the child(ren).

	Child 1	Child 2	Child 3	Child 4
Full Legal Name				
Date of Birth				
SSN				
Name of School or Daycare				
Traditional or Year Round?				
Special Needs				

**Visitation:**

	Child 1	Child 2	Child 3	Child 4
Preferred Schedule of contact during school year				
Preferred schedule of contact during summer or break				
New Years				
MLK Weekend				
Easter Weekend				
Spring Break				
Memorial Day Weekend				
Fourth of July				
Labor Day Weekend				

Halloween				
Veteran's Day Weekend				
Thanksgiving				
Christmas				
Mother's Birthday				
Father's Birthday				
Child's Birthday				

A decision must be made concerning the form of custody arrangement that you and your spouse decide will be in the best interest of your child(ren). The options are basically as follows (check the option you and your spouse elect):

- Sole custody--visitation. Under this arrangement, one spouse has custody of the child(ren) and the other has visitation rights.
- Sole custody--temporary custody. Under this arrangement, one spouse has custody during certain times, while the other has temporary custody during certain times.
- Joint or shared custody. Under this arrangement, each parent has custody of the child(ren). Although this may appear good in theory, it often does not work well because there is no set structure for the child(ren). For purposes of child support, sole custody becomes joint or shared custody when each spouse has the child more than 122 nights per year.
- Split custody. Under this arrangement, one parent has custody of one child, while the other parent has custody of another child.

Do you wish to have the following special provisions?

- 1. Noncustodial parent to pay for transportation costs for visitation.
- 2. Neither parent allowed to take a child out of the U. S. without prior written consent.
- 3. Sixty (60) days' written notice to the other party before moving residence.
- 4. Neither party to stay overnight with person of opposite sex to whom they are not related.

- \_\_\_\_\_ 5. Both parents to have equal access to medical and school records.
- \_\_\_\_\_ 6. Each party to notify the other if a child is ill.
- \_\_\_\_\_ 7. Each party authorized to seek emergency medical care.
- \_\_\_\_\_ 8. Which parent will serve as administrator of the child's estate should the child die.
- \_\_\_\_\_ 9. Parents to confer on important matters such as discipline, special events, etc.

Please detail other special provisions or considerations concerning custody:

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### **VII. CHILD SUPPORT**

1. A copy of the guidelines for child support with worksheets has been provided to you with this worksheet. At this point you should consult that worksheet in arriving at an amount of child support to be paid by the noncustodial spouse to the spouse with custody. Should you have questions, please do not hesitate to ask your attorney for assistance.

2. Does either spouse carry medical insurance on the child(ren)? If so, will that spouse agree to continue such coverage?

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3. Note: The court will usually order the noncustodial spouse to maintain such coverage and pay his/her proportionate amount based on the guidelines (use percentage of income) of the uninsured health care related expenses in addition to child support.)

4. Is child support to be an obligation of the noncustodial spouse's estate? (Child support is not usually an obligation of the estate, but the parties may agree to this provision, and it will be enforced.) \_\_\_\_\_

5. Is child support to continue past age eighteen (18)? \_\_\_\_\_

6. Is the noncustodial spouse agreeing to pay for college expenses? If so, enumerate expenses to be covered, such as tuition, room, board, lab fees, books, travel, monthly allowance:

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7. Is payment of child support to be secured by a life insurance policy or disability insurance policy? \_\_\_\_\_

**Child Support Summary Breakdown:**

	<b>Husband</b>	<b>Wife</b>
Monthly Gross Income		
Number of Overnights/Month with Child/ren		
Monthly Health Insurance Premiums for Child/ren		
Monthly Daycare Fee		
Monthly Extraordinary Expenses for Children		

**VIII. TAXES**

1. Usually spouses file joint tax returns for the year in which they separate and all other years allowed by law. After the divorce is final, you must file separate returns. Are you going to file joint returns for as long as allowed by law? \_\_\_\_\_

2. The tax dependency exemption for a child or children is usually allowed by law to the custodial parent, unless the custodial parent agrees to sign a waiver of the exemption. When there is one child, the parties may alternate the exemption between even and odd number years for that child. When there are two or more children, the dependency exemption for each child may be allocated between the parents to provide a benefit each year. Please state your preference: \_\_\_\_\_

3. The party who pays child care expenses typically receives the child care credit on his or her tax return.

4. You may elect to file joint tax returns until you are divorced. Most parties elect to file joint tax returns for the year in which they separate and all other years allowed by law. After your divorce is final, you must file a separate return. Please state your preference: \_\_\_\_\_

5. How are you going to handle any refunds or liabilities created from such returns? \_\_\_\_\_

**IX. ALIMONY AND POSTSEPARATION SUPPORT**

1. The question of whether a spouse is entitled to alimony and/or post-separation support from the other spouse is often a complex legal question. Generally, an economically-dependent spouse who has been married for a period of time from the supporting spouse. Whether a spouse is entitled to alimony and post-separation support should be discussed with your attorney before you make a decision.

2. Generally, one spouse must be dependent upon the other spouse for his or her support and maintenance.

3. Marital misconduct comes into play with respect to post-separation support and alimony.

4. Although a number of factors may be considered, the key factors in determining the amount and duration of alimony payments are the needs of the dependent spouse, the prior standard of living of the parties and support spouse's ability to pay.

5. Once it is determined that alimony is to be paid, the amount is usually based on the prior standard of living of the dependent spouse and the supporting spouse's ability to pay.

6. Alimony generally does not terminate until the death of the supporting spouse or the death or remarriage of the dependent spouse.

7. Alimony may be subject to increase or decrease by the court by showing a change in circumstances.

8. Alimony may be made in lump-sum or in periodic payments.

9. Alimony payments are ordinarily deductible to the party making the payments and are taxable income to the party receiving the payments.

10. Are both parties willing to waive payment of post-separation support and alimony by the other? \_\_\_\_\_

11. If post-separation support and/or alimony payments are requested, list expected monthly cost of living expenses:

Type of Expense	Date of Separation Monthly Expenses	Present Monthly Expenses	Type of Expense	Date of Separation Monthly Expenses	Present Monthly Expense
Rent/Mortgage			Home Heating		
Property/Rent Insurance			Water & Garbage		
House Repairs			Life Insurance		
Electricity			Cable		
Utilities			Internet		
Yard Maintenance			Home Security System		
Pest Control Services			Automobile Payment		
Automobile Insurance			Gas		
Auto Repair/Maintenance			Auto Registration/Taxes		
Food/Home Supplies			Pet Food/Vet/Ins./Kennel		
Med. Insurance Prem.			Dent/Vision Insurance Prem.		
Uninsured Medical			Uninsured Dent/Ortho		
Uninsured Prescription			Other Uninsured Medical		
Life/Disability Ins. Prem.			Work-Related Child Care		

Mobile/Home Telephone			Eating Out		
School Lunches			News/Magazines		
Clothing/Accessories			Personal Upkeep		
Laundry/Dry Cleaning			Education/Tuition/Supplies		
Child Care/Summer Camp			Dues/Professional/Social		
Extracurric/Sports/Dance			Church Donations		
Other Charitable Donat.			Entertainment & Recreation		
Club Dues & Assessments			Children's Allowances		
Annual Vacation					
Gifts/Holidays/Birthdays			Other Child/Child Support		
Other Spouse/Support			Professional Fees		
School Loans			Retirement/Investment		
Savings			College Fund		
<b>SUBTOTAL:</b>			<b>SUBTOTAL:</b>		

TOTAL Date of Separation Monthly Expenses: \$ \_\_\_\_\_

TOTAL Present Monthly Expenses: \$ \_\_\_\_\_

12. Amount of post-separation support and/or alimony to be paid is \$ \_\_\_\_\_.

13. If alimony is to be paid, what is the preferred method, e.g. monthly, weekly? \_\_\_\_\_

14. Does either spouse carry medical insurance on the other spouse?

15. If so, will that spouse agree to continue such coverage?

16. Note: the court will usually order the supporting spouse to maintain such coverage for the dependent spouse, and pay all of the uninsured health care related expenses of the dependent spouse in addition to post-separation support and/or alimony. The insurance plan may state that this coverage must terminate upon the divorce, but that COBRA coverage is available following divorce.

17. Please note if COBRA coverage is available following divorce and the cost of such coverage: \_\_\_\_\_

18. Is post-separation support and/or alimony to be an obligation of the supporting spouse's estate? \_\_\_\_\_

19. Post-separation support and alimony are not usually the obligation of the estate, but the parties may agree to this provision and it will be enforced.

20. Is payment of post-separation support and/or alimony to be secured by a

life insurance policy or disability insurance policy, deed of trust on property, wage withholding, etc.? \_\_\_\_\_

**X. MISCELLANEOUS**

1. In the event that you reconcile (resume your marriage) after signing the separation agreement and property settlement, do you want the agreement to continue in effect until you enter into a written reconciliation agreement? \_\_\_\_\_

2. Do you understand that the agreement will settle all of your rights against the other spouse arising out of the marriage and you can never again seek to enforce these rights, except as provided in the agreement? \_\_\_\_\_

3. Do you understand that if you fail to abide by the provisions of the separation agreement, you may be sued and you may be required to pay attorney's fees and costs if you have violated the agreement? \_\_\_\_\_

4. Have you been under any coercion, undue influence, or been threatened in any way to cause you to enter into the separation agreement and property settlement? \_\_\_\_\_

5. Do you understand that each party has the right to have the agreement reviewed by his or her own attorney? \_\_\_\_\_

6. Is either party any party of the other party's attorney's fees? \_\_\_\_\_

I HEREBY CERTIFY THAT THE INFORMATION PROVIDED ABOVE AND ON THE ATTACHED SHEETS IS COMPLETE, TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

\_\_\_\_\_ (SEAL) Date: \_\_\_\_\_