

COSHOCTON
PRO SE INSTRUCTIONS FOR DISSOLUTION OF MARRIAGE
(without Minor Children)

These forms will allow you to prepare, file and obtain a Dissolution of Marriage without an attorney. You must follow these instructions to obtain your Dissolution of Marriage.

1. Before filing your Dissolution, the Petition, Separation Agreement, and Financial Affidavit (Husband and Wife), must be properly filled out, signed, witnessed and notarized. The Clerk of Courts' staff cannot aid or answer questions on the completion of these forms. If you do not correctly execute these documents, they may not be accepted by the Court.
2. Both parties must sign the written Separation Agreement.
3. After you have all of the documents listed in Paragraph 1 filled out and signed, you need to take the original and three (3) copies of them to the Coshocton County Clerk of Courts, located on the second floor of the Courthouse, at 318 Main Street, Coshocton, Ohio.
4. Give the original and all copies to the Clerk of Courts. If both parties have executed a Waiver of Service, they will return two (2) copies to you, one for each party in the action.
5. You must pay a filing fee at the time that the papers are filed. The filing fee for Dissolution of Marriage without Minor Children is \$150.00. This must be paid at the time you file your papers unless you qualify for a waiver of fee. If you have any questions regarding your eligibility for a waiver of filing fee, you should call Southeastern Ohio Legal Services at (330) 339-3998 or (800) 686-3670.
6. The law requires that your hearing occur thirty (30) to ninety (90) days after you file your papers with the Clerk of Courts.
7. The Court will set the hearing within that time period and notify you at the address that you have provided. If you change your address, you must notify the Court. If you have any questions regarding your hearing date, contact the Court at (740) 622-1456.
8. Both parties must appear for the hearing on the date that the Court sets. You must bring the Magistrate's Decision/Judgment Entry Decree of Dissolution. (Please complete the top portion ONLY of this document prior to taking it to the hearing.
9. At the hearing, the Court will ask a few questions of both parties. If the Court grants your Dissolution, it will approve your Magistrate's Decision/Judgment Entry Decree of Dissolution and Court personnel will take that Judgment Entry to the Clerk of Courts' Office for filing and processing.

**Court of Common Pleas
General Trial Division
Coshocton County, Ohio**

Name: _____ :

Address: _____ :

DOB: _____ :

Telephone #: _____ :

Driver's License #: _____ :

Petitioner,

and

Name: _____ :

Address: _____ :

DOB: _____ :

Driver's License #: _____ :

Telephone #: _____ :

Petitioner.

Case No. _____

Judge _____

**Petition for Dissolution of
Marriage and Waiver of
Service of Summons
(No Minor Children)**

1. At least one of the Petitioners has been a resident of the State of Ohio for at least six (6) months and a resident of Coshocton County for at least ninety (90) days or more immediately prior to filing this Petition.
2. The date and place of the marriage of the parties are:
Date of Marriage: _____ Place of Marriage: _____
(City, County, State & Country)
3. There are no children born to or adopted by the parties during this marriage currently under the age of 19.
3. The wife is not pregnant.
4. The parties have entered into the attached Separation Agreement which provides for a division of all property, payment of all debts, and spousal support, where applicable.
5. Petitioners acknowledge that they have voluntarily entered into the attached Separation Agreement and they are satisfied with its terms, and that they seek a Dissolution of Marriage and the Court's approval of the agreement.

6. The wife does/does not request to be restored to a former name. Former name _____

WHEREFORE, the parties petition the Court for a Decree of Dissolution of their Marriage, according to the terms of the attached Separation Agreement.

Signature of Petitioner/Wife Date

Signature of Petitioner/Husband Date

Waiver of Service of Summons

Petitioners state that they are at least eighteen (18) years of age, not under disability, waive service of summons herein, and consent to the Court herein granting a Decree of Dissolution of Marriage, incorporating the attached Separation Agreement and Shared Parenting Plan (if applicable).

Signature of Petitioner/Wife Date

Signature of Petitioner/Husband Date

2. **Division of Property**

All property, real and personal, wherever situated, which the parties own jointly or individually, or in common with each other, shall be divided as follows:

2.1 **Real Estate**(check all that apply)

- We have no real estate.
- The husband has real estate which he owned prior to this marriage, or received by inheritance, and the wife is waiving her claims to his real estate, now and in the future. The property is located at: _____

- The wife has real estate which she owned prior to this marriage, or received by inheritance, and the husband is waiving his claims to her real estate, now and in the future. The property is located at: _____

- The parties jointly own real estate and agree to dispose of it as follows:
Location: _____ Disposed of as follows: _____

- Each party shall pay and hold the other harmless from any debt owing on real estate they receive.

2.2 **Motor Vehicles**(check all that apply)

- There are no motor vehicles titled in either party's name.
- Husband shall receive, free and clear of any claims of wife, all right, title, and interest in the following motor vehicles:

VIN# _____

VIN# _____
- Wife shall receive, free and clear of any claims of husband, all right, title, and interest in the following motor vehicles:

VIN# _____

VIN# _____

Each party shall pay for, and hold the other harmless from, any debt owing on the motor vehicle(s) they receive. The Clerk of Courts is ordered to transfer any of the motor vehicles listed above if necessary.

2.3 Household Goods and Personal Property(check all that apply)

- We agree that our household goods and personal property are already divided, and we are satisfied with the division.
- Husband shall receive the following household goods: _____

- Wife shall receive the following household goods: _____

- See the attached list for the division of household goods.

2.4 Bank Accounts (checking, savings, credit union, certificate of deposit)(check all that apply)

- We agree that our accounts are already divided, and we are satisfied with the division.
- Husband shall receive the following account(s): (list the type of account and the last four digits of each account) _____

- Wife shall receive the following account(s): (list the type of account and the last four digits of each account) _____

- We have no accounts.

2.5 Stocks and/or Bonds(check all that apply)

- We agree that all stocks and/or bonds are already divided, and we are satisfied with the division.
- Husband shall receive the following stocks/bonds: _____

- Wife shall receive the following stocks/bonds: _____

- We do not have any stocks/bonds.

2.6 Pension/Profit Sharing, IRA, 401(k) and/or other Retirement Plans(check all that apply)

- We agree that these assets are already divided, and we are satisfied with the division.

- Husband shall receive the following: _____
- Wife shall receive the following: _____
- We do not have any of the above.

2.7 **Life Insurance**(check all that apply)

- We agree that the cash value of all life insurance policies has already been divided.
- Husband shall receive the following life insurance policy, free and clear of any claims of the wife: _____
- Wife shall receive the following life insurance policy, free and clear of any claims of the husband: _____
- The parties have no life insurance policies with a cash value.

3. **Spousal Support**(check all that apply)

- Neither the wife nor the husband shall pay spousal support now or in the future to the other.
- _____ shall pay spousal support to _____ in the amount of \$ _____ per month, plus a 2% processing fee, payable through the Child Support Payment Central (CSPC), P O Box 182372, Columbus, OH 43218-2372, effective _____, 20 _____, which shall terminate upon the happening of the earliest of the following events:
 1. After a period of _____ months;
 2. Death of the spouse receiving or paying the spousal support;
 3. The spouse receiving the spousal support is living with another person in a marriage-type relationship.

The parties agree the Court **shall/shall not** have continuing jurisdiction to modify spousal support. (Circle one)

4. **Debts** (check all that apply)

- Each party shall pay all debts incurred by him or her individually from this day forward, including any debts or expenses incurred after the separation and prior to the granting of divorce or dissolution, and indemnify the other party for these debts.
- We have no debts.

The debts will be divided between us as listed:

Creditor	Purpose of Loan	Approx. Balance	Who will pay Husband/Wife (indicate)
----------	-----------------	-----------------	--

- 1.
- 2.
- 3.
- 4.
- 5.

5. **Non-Use of Other's Credit**

Neither party shall incur any debt or obligation upon the credit of the other. If they do, they shall repay, indemnify, and hold the other harmless as to any such debt or obligation.

6. **Name Change**

The wife **does/does not** request she be restored to her former name of _____
(circle one)

7. **Complete Disclosure**

Each party has made a full and complete disclosure of their assets and property, and neither has knowledge of any other property of any kind in which the parties have any interest. In the event it is discovered that either party has failed to disclose, whether knowingly or inadvertently, an asset the value of which is greater than \$1,000.00, the other party may be entitled to one-half of its value upon written request to the Court.

8. **Incorporation into Decree/Effectiveness of Agreement**

If the parties jointly institute proceedings for a Dissolution, in this state or elsewhere, this agreement shall be presented to the Court in such proceeding with the request that it be adjudicated to be fair, just and proper, and that this agreement and all its terms and provisions be incorporated into the decree of the Court. If, at the time of the hearing on such Dissolution, either spouse is not satisfied with this Separation Agreement or does not wish a Dissolution of the Marriage, and if neither spouse files a motion pursuant to Ohio law to convert the Dissolution action to an action for Divorce, the Court shall dismiss the Dissolution Petition and refuse to approve this proposed Separation Agreement. In that event, then the terms and provisions contained in this Separation Agreement shall be null and void and have no further legal effect.

9. **Complete Agreement**

This written agreement is the complete agreement of the parties. There are no other representations, or agreements, statements, or prior written matter that shall have any effect. Each party fully understands the agreement and is signing this agreement freely and voluntarily.

No modification or waiver of any of the terms hereof shall be valid unless in writing and signed by both of the parties. No waiver of any breach or default of this agreement shall be deemed a waiver of any later breach or default of the same or similar nature.

10. **Performance of Necessary Acts**

Upon execution and approval by the Court of this agreement, each party shall deliver to the other party, or permit the other party to take possession of all items of property to which each is entitled under the terms of this agreement, and all periodic payments required under the terms of this agreement shall commence.

Within 15 days after journalization of a Decree of Dissolution of Marriage of the parties or of a Decree of Divorce between the parties, incorporating this agreement or any amendment or modification thereto, each party shall execute and deliver all deeds, conveyances, titles, certificates and other documents or instruments necessary and proper to effectuate all the terms of this agreement.

Upon the failure of either party to execute and deliver any such deed, conveyance, title, certificate or other document or instrument to the other party, this agreement shall constitute and operate as such properly executed document and the County Auditor, County Recorder and/or Clerk of Courts and any and all other public and private officials are authorized and directed to accept this agreement or a properly certified copy of it instead of the document regularly required for such conveyance or transfer.

11. **Other**

G We agree to the following additional matters: _____

12. **Severability**

If any provision of this agreement is held to be invalid or unenforceable, all other provisions shall continue in full force and effect.

13. **Applicable Law**

All of the provisions of this agreement shall be construed and enforced in accordance with the laws of the State of Ohio.

14. **Mutual Release**

Except as otherwise provided, the parties do release and forever discharge each other from any and all actions, suits, debts, claims, demands, and obligations whatsoever, both in law and in equity, which either of them ever had, now has, or may have or assert against the other upon or by reason of any matter, cause, or thing up to the date of the execution of this agreement.

Each party waives all rights of inheritance and the right to share in the estate of the other, and waive all rights which would otherwise be available as a surviving spouse, except payments or rights included expressly in this agreement.

Petitioner/Wife's Signature

Acknowledgment

State of Ohio
County of _____

This Separation Agreement was signed and acknowledged before me by _____
_____ this _____ day of _____, 20____.
(Wife)

Notary Public, State of Ohio
My Commission Expires _____

Petitioner/Husband's Signature

Acknowledgment

State of Ohio
County of _____

This Separation Agreement was signed and acknowledged before me by _____
_____ this _____ day of _____, 20____.
(Husband)

Notary Public, State of Ohio
My Commission Expires

**Court of Common Pleas
General Trial Division
Coshocton County, Ohio**

Name: _____	:	
Address: _____	:	Judge _____
_____	:	
DOB: _____	:	Case No. _____
Telephone #: _____	:	
Petitioner,	:	
	:	
and	:	HUSBAND
	:	Financial Affidavit
Name: _____	:	
Address: _____	:	
_____	:	
DOB: _____	:	
Telephone #: _____	:	
Petitioner.	:	

I, _____, Petitioner, Husband, state under oath that the following information is complete and accurate to the best of my information, knowledge and belief:

1. I am employed at _____
(include name and address)

2. I earn \$ _____ **per hour/per week/per month.**
(circle one)

3. I work an average of _____ hours per week.

4. I receive unemployment compensation of \$ _____ **per week/per month.**
(circle one)

5. I receive workers' compensation or disability insurance benefits of \$ _____ **per week/per month.**
(circle one)

- 6. I receive other income in the amount of \$ _____ per month/per year.
(circle one)
I receive this income from: _____
(List source, including, self-employment income if applicable)
- 7. My gross income for last year was \$ _____. (attach W-2's or 1099's)
- 8. My year-to-date gross income for this year is \$ _____ through _____
(date)
- 9. I am the biological parent of _____ other minor child(ren) who live in my home. I receive \$ _____ per month in court-ordered child support for these other minor biological child(ren).
- 10. I pay _____ percent city income tax.
- 11. I pay union dues in the amount of \$ _____.
- 12. I pay \$ _____ per month in court-ordered spousal support to my ex-husband.
- 13. I pay \$ _____ per month in court-ordered child support for another child(ren).
- 14. We are living under the same roof as of the date of this Affidavit. Yes _____ No _____
(check one)

Signature of Petitioner Husband

Sworn to and subscribed in my presence this _____ day of _____,
20____.

Notary Public - State of Ohio

**Court of Common Pleas
General Trial Division
Coshocton County, Ohio**

Name: _____ :

Address: _____ :

DOB: _____ :

Telephone #: _____ :

Petitioner,

and

Name: _____ :

Address: _____ :

DOB: _____ :

Telephone #: _____ :

Petitioner.

Judge _____

Case No. _____

**WIFE
Financial Affidavit**

I, _____, Petitioner, Wife, state under oath that the following information is complete and accurate to the best of my information, knowledge and belief:

1. I am employed at _____
(include name and address)
2. I earn \$_____ **per hour/per week/per month.**
(circle one)
3. I work an average of _____ hours per week.
4. I receive unemployment compensation of \$_____ **per week/per month.**
(circle one)
5. I receive workers' compensation or disability insurance benefits of \$_____ **per week/per month.**
(circle one)

6. The wife is not pregnant.
7. The parties have voluntarily entered into and executed a Separation Agreement which provides for the division of their property, and spousal support, where applicable. The Separation Agreement is attached hereto and incorporated herein.

RECOMMENDATIONS

1. A Dissolution of Marriage is granted upon the petition of the parties and the marital relationship between the parties is terminated.
2. The Separation Agreement is found to be fair and equitable and is approved and incorporated as part of this Decree of Dissolution.
3. The parties shall fulfill each and every obligation imposed by the Separation Agreement
4. **ALL SPOUSAL SUPPORT UNDER THIS ORDER SHALL BE WITHHELD OR DEDUCTED FROM THE INCOME OR ASSETS OF THE OBLIGOR PURSUANT TO A WITHHOLDING OR DEDUCTION NOTICE OR APPROPRIATE COURT ORDER ISSUED IN ACCORDANCE WITH SECTION 3113.21 OF THE REVISED CODE OR A WITHDRAWAL DIRECTED ISSUED PURSUANT TO SECTION 3113.214 OF THE REVISED CODE AND SHALL BE FORWARDED TO THE OBLIGEE IN ACCORDANCE WITH SECTIONS 3113.212 AND 3113.213.**
5. **EACH PARTY TO THIS SPOUSAL ORDER MUST NOTIFY THE CHILD SUPPORT ENFORCEMENT AGENCY IN WRITING OF HIS OR HER CURRENT MAILING ADDRESS, CURRENT RESIDENCE ADDRESS, CURRENT RESIDENCE TELEPHONE NUMBER, CURRENT DRIVER=S LICENSE NUMBER, AND OF ANY CHANGES IN THAT INFORMATION. EACH PARTY MUST NOTIFY THE AGENCY OF ALL CHANGES UNTIL FURTHER NOTICE FROM THE COURT. IF YOU ARE THE OBLIGOR UNDER A SUPPORT ORDER AND YOU FAIL TO MAKE THE REQUIRED NOTIFICATIONS, YOU MAY BE FINED UP TO \$50 FOR A FIRST OFFENSE, \$100 FOR A SECOND OFFENSE, AND \$500 FOR EACH SUBSEQUENT OFFENSE. IF YOU ARE AN OBLIGOR UNDER SUPPORT ORDER AND YOU WILLFULLY FAIL TO MAKE THE REQUIRED NOTIFICATION, YOU MAY BE FOUND IN CONTEMPT OF COURT AND BE SUBJECTED TO FINES UP TO \$1000 AND IMPRISONMENT FOR NOT MORE THAN 90 DAYS.**

IF YOU ARE AN OBLIGOR AND YOU FAIL TO MAKE THE REQUIRED NOTIFICATION, YOU MAY NOT RECEIVE NOTICE OF THE FOLLOWING ENFORCEMENT ACTIONS AGAINST YOU; LOSS OF YOUR PROFESSIONAL OR OCCUPATION LICENSE, DRIVER=S LICENSE OR RECREATIONAL LICENSE; WITHHOLDING FROM YOUR INCOME; ACCESS RESTRICTION IN DEDUCTION FROM YOUR ACCOUNTS IN FINANCIAL INSTITUTIONS; AND ANY OTHER ACTION PERMITTED BY LAW TO OBTAIN MONEY FROM YOU TO SATISFY YOUR SUPPORT OBLIGATION.

6. The Court

- G does retain jurisdiction to modify spousal support.
- G does not retain jurisdiction to modify spousal support.

- 7. Q The wife=s name is changed to her former name of _____.
- G The wife=s name is not changed.

8. Court costs shall be paid from the deposit. Any balance remaining shall be assessed 2 to each of the parties.

9. The Clerk of Courts is ordered to close the case file and remove it from the pending case docket.

DATE: _____

Magistrate

Approved and Objections Waived:

Petitioner/Wife

Petitioner/Husband

JUDGMENT ENTRY

The Court, having made an independent analysis of the issue and the applicable law, hereby approves and adopts the Magistrate=s Decision and incorporates the Decision by reference as if fully restated and adopts the Recommendations to Final Orders effective with the journalization of this Judgment Entry.

DATE: _____

Judge

cc: Petitioner _____
Petitioner _____
CSEA

COURT OF COMMON PLEAS
GENERAL TRIAL DIVISION
COSHOCTON COUNTY, OHIO

Case No. _____

Petitioner,

JUDGE _____

vs.

AFFIDAVIT OF INDIGENCY
OF HUSBAND

Petitioner,

STATE OF OHIO
COUNTY OF _____ SS:

I, _____, being first duly cautioned and sworn as prescribed by law, say that I own no real property and I have no savings. My sole source of income is _____ per month in _____ benefits. I therefore have no funds or assets from which to pay the filing fees and other court costs in this case.

HUSBAND - Petitioner

Sworn to before me and signed in my presence this _____ day of _____, 20____.

Notary Public

**COURT OF COMMON PLEAS
GENERAL TRIAL DIVISION
COSHOCTON COUNTY, OHIO**

Petitioner,

vs.

Petitioner,

Case No. _____

JUDGE _____

**AFFIDAVIT OF INDIGENCY
OF WIFE**

STATE OF OHIO
COUNTY OF _____ SS:

I, _____, being first duly cautioned and sworn as prescribed by law, say that I own no real property and I have no savings. My sole source of income is _____ per month in _____ benefits. I therefore have no funds or assets from which to pay the filing fees and other court costs in this case.

WIFE - Petitioner

Sworn to before me and signed in my presence this _____ day of _____, 20____.

Notary Public

COURT OF COMMON PLEAS
GENERAL TRIAL DIVISION
COSHOCTON COUNTY, OHIO

Case No. _____

Petitioner,

JUDGE _____

vs.

**APPLICATION FOR WAIVER
OF FILING FEE**

Petitioner,

STATE OF OHIO
COUNTY OF _____ SS:

We, _____, being first
duly sworn and cautioned, depose and state as follows:

1. We are the Petitioners in the above-captioned cause. We are unable to pre-pay the filing fees and court costs in this action. See the attached Affidavit of Income, Expenses and Financial Disclosure and Personal Background.

2. Based upon our income and family composition, we request that the Court waive the necessity of pre-payment of filing fees, deposits, or other court costs.

3. We understand that the Court may assess the costs of this action at the conclusion of the case and that the costs may be assessed against us.

HUSBAND

WIFE

Sworn to before me and signed in my presence this _____ day of _____, 20____.

Notary Public

**COURT OF COMMON PLEAS
GENERAL TRIAL DIVISION
COSHOCTON COUNTY, OHIO**

Case No. _____

Petitioner,

JUDGE _____

vs.

JUDGMENT ENTRY

Petitioner,

STATE OF OHIO
COUNTY OF _____ SS:

Pursuant to the Affidavits of Indigency filed by Petitioners in the instant matter,
Petitioners' Application for Waiver of Filing Fee Deposit is hereby granted.

IT IS SO ORDERED.

JUDGE