

IN THE SUPERIOR COURT OF FULTON COUNTY
STATE OF GEORGIA

Kathleen P Derrig
Plaintiff

-vs-

Michael C Derrig
Defendant

Civil Action File #. _____

PETITION FOR DIVORCE

I, **Kathleen P Derrig**, representing myself, state that:

1. **Subject Matter Jurisdiction:** I am the Petitioner in this action, and

Petitioner has been a resident of the State of Georgia for more than six (6) months prior to filing this action.

2. **Venue:** My spouse's name is **Michael C Derrig**. He/She is the Respondent in this action.

The Respondent is a resident of **Forsyth** County, but Respondent and I lived together in **Fulton** County at the time we separated, Respondent has only moved from **Fulton** County within the past six months from the date of this filing, and I am a resident of **Fulton** County. The Respondent shall be served by second original at his/her home/work address of _____.

3. **Date of Marriage:**

The Respondent and I were lawfully married on **09/26/2015**.

4. **Date of Separation:** Respondent and I separated on **06/03/2020** and have remained in a bonafide state of separation since that date.

5. **Children:**

There are **no minor children** of this marriage.

6. **Alimony:** I am not seeking alimony because I am self supporting.

7. **Marital Property:**

Respondent and I have **no marital property**

8. **Joint Debts**

Respondent and I have **no outstanding joint debts**

9. **Restore Former Name:** The Petitioner's former name is **Kathleen Patricia Ward** and I request that it be restored to her.

10. **Grounds for Divorce.** My Grounds for an absolute divorce are: (Check the grounds that you can prove at trial)

The marriage is irretrievably broken. My Spouse and I can no longer live together. There is no hope of that the two of us will get back together.

FOR THESE REASONS, I request

- That a Rule Nisi be issued directing the Respondent to show cause why my prayers should not be granted;
- A total divorce, a vinculo matrimonii**, from Respondent;
- That the **Settlement Agreement attached to this petition** be made the Order of this Court;
- A change back to petitioner's former name;**
- Any other appropriate relief.

This the _____ day of _____, _____.
[date] [month] [year]

Respectfully submitted,

(Sign your name here) PRO SE
Kathleen P Derrig
930 Howell Mill Road NW
Apt 1512
Atlanta, GA 30318, United States
3046540777

IN THE SUPERIOR COURT OF FULTON COUNTY
STATE OF GEORGIA

Kathleen P Derrig
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VERIFICATION

I, **Kathleen P Derrig**, personally appeared before the undersigned Notary Public, and say under oath that I am the Petitioner in the above-styled action and that the facts stated in the Petition for Divorce are true and correct.

This the _____ day of _____, _____.
[date] [month] [year]

Kathleen P Derrig
930 Howell Mill Road NW
Apt 1512
Atlanta, GA 30318, United States
3046540777

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

NOTARY PUBLIC
My Commission Expires:
Notary Seal

IN THE SUPERIOR COURT OF FULTON COUNTY
STATE OF GEORGIA

Kathleen P Derrig
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ACKNOWLEDGMENT OF SERVICE

The undersigned Respondent hereby acknowledges service of the above Petition for Divorce, and states that he/she has received a copy of said Petition, and Respondent hereby waives any and all further notice, service, and issuance of process.

1. I am a resident of Forsyth County in the State of GA, and that Petitioner is a resident of Fulton County, Georgia. My address is: 300 Bradley Park Lane
Apt 332
Cumming, GA 30040, United States

Respondent's Signature (Sign in front of a Notary)
Address: 300 Bradley Park Lane
Apt 332
Cumming, GA 30040, United States
Telephone: (401) 954-9562

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

NOTARY PUBLIC

My commission expires:

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

Kathleen P Derrig
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-vs-

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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.

Kathleen P Derrig /Petitioner Date
(Sign in front of a Notary)

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

NOTARY PUBLIC
My Commission Expires:

Michael C Derrig /Respondent Date
(Sign in front of a Notary)

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

NOTARY PUBLIC
My Commission Expires:

IN THE SUPERIOR COURT OF FULTON COUNTY
STATE OF GEORGIA

Kathleen P Derrig
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SETTLEMENT AGREEMENT

I. RECITALS

1.1 This Agreement is made and entered into between **Kathleen P Derrig**, hereinafter referred to as Petitioner and **Michael C Derrig**, hereinafter referred to as Respondent in order to promote the amicable settlement of disputes attendant upon their separation and the filing of a Complaint for Divorce of their marriage.

1.2 The parties were married on **09/26/2015** in **Charleston Charleston South Carolina** ever since said date have been and now are a married couple.

1.3 An action for dissolution was initiated in **Fulton** County on _____

1.4 Neither party is pregnant.

1.5 Both parties agree and warrant to one another that they are:

(a) Petitioner is a Resident of the State of GA

(b) Respondent is a Resident of the State of GA

(c) Married couple.

(d) Neither Petitioner or Respondent is a member of the Armed Services of the United

States

1.6 Both parties warrant and agree that this Agreement is at this time, to-wit, at the time of its execution, fair, just and equitable, and that they are affixing their signatures hereto freely, knowingly, and voluntarily without duress or coercion of anyone.

1.7 Each spouse deems himself and the other spouse of sound mind and each so warrants to the notary attesting to the validity of their signatures.

1.8 Both spouses acknowledge that the property and obligations hereafter listed and divided are

all of the property and obligations that either or both have accumulated.

1.9 Both spouses acknowledge that each has understanding of the nature of their property and the benefits that are derived from said property.

1.10 Both parties acknowledge that each has had the opportunity to seek independent counsel concerning disposition of their rights, property and obligations as set forth herein prior to the signing of this contract. Counsel means both an attorney and/or other financial advisor. Failure to seek out such counsel is deemed a waiver thereof.

1.11 The parties desire to confirm their separation and make arrangements in connection therewith including settlement of all questions relating to their property rights and other rights and obligations drawing out of this marriage relationship.

1.12 Both parties agree to submit themselves and all their property, no matter where situated, to the jurisdiction of the State of Georgia to dispose of as set forth herein.

1.13 Both parties agree that any dissolution/divorce which may be entered hereafter shall be limited to the terms of this Agreement and which Agreement shall be incorporated in the Judgment for Divorce upon entry. The parties are not contracting to dissolve their marriage but agree that if a Judgment for Divorce is obtained, this Marital Settlement Agreement shall be incorporated in said Judgment of Divorce and merged therein and be given full force and effect through said Judgment. Notwithstanding that the provisions of this Agreement are to be included and merged in such a Judgment of Divorce, it is also the intention of the parties that this Agreement retain its status independently as a contract between the parties, each spouse to enforce their rights as they arise from this Agreement by contract law as well as those remedies available for the enforcement of judgments and divorce law including the use of the contempt power of the Court. It is understood and agreed by the parties that this contract shall be final and binding upon execution by both parties whether or not a Judgment for Divorce is obtained. This Agreement may be terminated and modified only by a written document so reflecting and signed by both parties.

1.14 In consideration of the mutual promises and covenants of the parties, the rights each receives or relinquishes, the mutual promises made and of the acts to be performed by each, and having understood

each paragraph hereinbefore set forth, the parties have agreed and by affixing of their signatures last hereto, agree as follows:

II. WAIVERS

2.1 Except as otherwise authorized by this Agreement, each spouse hereby covenants to make no claim upon the property or earnings assigned herein to the other party by way of marital community interest therein, and hereby releases any and all rights or interests in any real or personal property not assigned to him or her herein or acquired by the other party after the date of separation of the parties or the date of this Agreement, whichever date occurs first. Both parties agree that neither will assert any claim or demand of any kind against the other except as expressly recognized herein.

2.2 Except for the enforcement of rights hereunder, each spouse hereby relinquishes and waives any right and/or interest which he or she may have in the estate of the other spouse unless under a Will executed subsequent to the effective date thereof, and each hereby covenants to make no claim for any such right and/or interest upon the death of the other party by way of community property interest or as widow, widower, heir, next of kin, or successor under the laws of descent and distribution, or under any rule of common law. These covenants, relinquishments and waivers include but are not limited to all rights of inheritance and/or the right of administration of the estate of the deceased spouse, the right to take against or make objections to the Will of the deceased, any right to homestead or award in lieu thereof, and any right to allowance and exemptions or money and property, personal and real, out of the estate of the deceased spouse. These covenants, relinquishments and waivers extend to all rights and interests as they exist under the law at the time this contract is executed and under the law at the death of either spouse. Each party retains, however, all rights accorded to him or to her by virtue of the Social Security Act, as amended, notwithstanding the fact that some or all of those rights accrued solely by virtue of the marriage of the parties and contributions of the other party.

2.3 Inducements. Each party hereto acknowledges that he or she is making this Agreement of his or her own free will and volition and acknowledges that no coercion, force, pressure, or undue influence whatsoever has been employed against himself or herself in negotiations leading to the execution of this Agreement either by the other party hereto or by any other person or persons whomsoever, and declares

that no reliance whatsoever is placed upon representation other than those expressly set forth herein.

2.4 Legal Representation. Each party to this Agreement does hereby stipulate with the other that he or she has been either represented in negotiations for and the preparation of this Agreement by counsel of his or her own choosing, or has had the opportunity to have this Agreement reviewed by independent counsel and has declined to do so. The parties have read this Agreement and have had it fully explained to them prior to signing.

2.5 Entire Agreement. This Agreement embodies in its entirety the agreements of the parties concerning the disposition of their property and their property rights; provisions for children, if applicable; maintenance of the spouse, if applicable; and all other issues between them. There are no other agreements existing between the parties with reference to such matters.

2.6 Modification. No modification or waiver of any of the terms of this Agreement shall be valid as between the parties unless in writing and executed with the same formality of this Agreement; and no waiver of any breach or default of the same or similar nature, no matter how made or how often recurring.

2.7 Applicable Law. The parties do hereby stipulate that interpretation of this document may be made by any Court of competent jurisdiction which may be called upon to interpret it and in so doing, said Court shall apply the substantive law and law of modification of the State of Georgia.

2.8 Partial Invalidity. In the event that any portion of this Agreement shall be declared invalid by any Court of competent jurisdiction, those parts not at issue shall still be of full force and effect.

2.9 Judgment of Divorce. This Property Settlement Agreement shall be embodied in the format of the Judgment of Divorce.

2.10 Court Approval of Settlement Agreement. It shall be the intent of both parties that the Court approve this Marital Settlement Agreement as fair and equitable at the time it was entered into, and thus enforceable. Either party may apply to the Superior Court of the State of Georgia for a Judgment dissolving the marriage and granting all relief provided for in this Agreement. By executing this Agreement, each party voluntarily consents to the jurisdiction of the Superior Court of the State of Georgia to award all such relief and ratify all rights and obligations set forth herein.

III. EXECUTION OF INSTRUMENTS

3.1 In full consideration of the mutual agreements contained herein, each spouse will execute any

deeds, bills of sale, assignments, promissory notes, transfers or other instruments and documents necessary to complete and effectively carry out the terms of this Agreement. This paragraph shall also be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of each of the parties.

3.2 In the event that legal descriptions are omitted, incorrect or insufficient, each party agrees to promptly execute such additional or new documents as may be required to effectuate the terms of this Agreement.

3.3 Each of the parties shall take all steps necessary to see that all of the provisions contained in this Settlement Agreement are given full effect. Each party shall allow delivery to the other party within thirty (30) days of the date hereof those items of personal property awarded to the other which are at the present time in his or her possession. Each party shall make available to the other those insurance policies awarded to the other which are in his or her possession, as well as all those records relating to assets awarded to the other party which are in his or her possession. The parties will contact one another and make suitable arrangements for the delivery and receipt of said documents and/or items of personal property. Each party is obligated to exert his or her best efforts to complete these transfers.

IV. OBLIGATIONS

4.1 Does not apply.

V. SPOUSAL MAINTENANCE

Both parties agree to waive any rights or claims that either may now have or in the future to receive alimony, maintenance, or spousal support from each other. Both parties understand the full importance of this provision.

VI. PARENTING PLAN/CUSTODY

6.1 Does not apply.

VI. WAIVER OF EMPLOYEE AND/OR MILITARY RETAINER OR RETIREMENT BENEFITS:

Both parties agree to waive any rights, interests, or claims, that either may now have or in the future to receive employee and/or military retainer or retirement benefits resulting from the past, present or future employment and/or service of the other party in the Armed Forces of the United States except as otherwise

provided for in this Agreement. Both parties understand the full importance of this provision.

VII. CHANGE OF NAME:

The parties agree that the Petitioner may have his/her name changed or restored to **Kathleen Patricia Ward**.

SIGNED ON THIS THE ____ day of _____, _____.

Respondent, **Michael C Derrig**

STATE OF GA §
COUNTY OF **Forsyth** §ss.

Before me, the undersigned, a Notary Public, on this ____ day of _____, _____, personally appeared the above named Respondent, **Michael C Derrig**, to me known to be the identical person who executed the above and foregoing Marital Settlement Agreement and personally acknowledged to me that **Michael C Derrig** read, understood and signed the same; and that **Michael C Derrig** executed the same as **Michael C Derrig's** free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto affixed my signature and official seal the day and date heretofore stated.

My commission expires:

Notary Public

SIGNED ON THIS THE ____ day of _____, _____.

Petitioner, **Kathleen P Derrig**

STATE OF GA §
COUNTY OF **Fulton** §ss.

Before me, the undersigned, a Notary Public, on this ____ day of _____, _____, personally appeared the above named Petitioner, **Kathleen P Derrig**, to me known to be the identical person who executed the above and foregoing Marital Settlement Agreement and personally acknowledged to me that **Kathleen P Derrig** read, understood and signed the same; and that **Kathleen P Derrig** executed the same as **Kathleen P Derrig's** free and voluntary act and deed for the uses and purposes

therein set forth.

IN WITNESS WHEREOF, I have hereunto affixed my signature and official seal the day and date heretofore stated.

My commission expires:

Notary Public

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

Kathleen P Derrig
Plaintiff

-vs-

Michael C Derrig
Defendant

Civil Action File #. _____

FINAL JUDGMENT AND DECREE OF DIVORCE

Upon consideration of this case, upon 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 heretofore 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.

Plaintiff and Respondent, formerly married couple, 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 COURT FURTHER ORDERS THAT:

1. SETTLEMENT AGREEMENT

The settlement agreement entered into between the parties and filed with the court on the _____ day of _____, 20____, is hereby incorporated into and made a part of this Final Judgment and Decree of Divorce.

2. RESTORATION OF NAME

The petitioner's former name of **Kathleen Patricia Ward** shall be restored.

This decree entered on the _____ day of _____, _____.

Judge, Superior Court,
Fulton County

**CLERK OF THE SUPERIOR COURT
DISCLOSURE STATEMENT**

**Kathleen P Derrig
Petitioner**

vs.

**Michael C Derrig
Respondent**

TYPE OF ACTION

- | | |
|---|---------------------|
| 1. ___ Divorce without Agreement Attached | 11. ___ UREA |
| 2. <u>X</u> Divorce with Agreement Attached | 12. ___ Name Change |
| 3. ___ Domestic Relations | 13. ___ Other |
| 4. ___ Damages arising out of contract | |
| 5. ___ Damages arising out of tort | |
| 6. ___ Condemnation | |
| 7. ___ Equity | |
| 8. ___ Zoning-County Ordinance violations (i.e. Injunctive relief-zoning) | |
| 9. ___ Zoning appeals (denovo) | |
| 10. ___ Appeal, including denovo appeal excluding Zoning | |

PREVIOUS RELATED CASES

Does this case involve substantially the same parties, or substantially the same subject matter, or substantially the same factual issues, as any other case filed in this court? (Whether pending simultaneously or not).

NO

YES- If yes, please fill out the following:

1. Case # _____
2. Parties _____ vs. _____
3. Assigned Judge _____
4. Is the case still pending? ___ Yes ___ No
5. Brief description of similarities:

Petitioner, **Kathleen P Derrig**

FOR CLERK'S OFFICE USE ONLY

CASE # _____

IN THE SUPERIOR COURT OF FULTON COUNTY
STATE OF GEORGIA

Kathleen P Derrig
Plaintiff

-vs-

Michael C Derrig
Defendant

Civil Action File #. _____

RULE NISI

The within and foregoing Petition of the Petitioner having been read and considered, the matter is set down for a hearing on the issues raised therein before this Court on the ____ day of _____, at _____ o'clock __.m. , or as soon thereafter as the parties may be heard, and the Respondent is ordered and directed to appear at said hearing and to show cause why the prayers of the Petitioner should not be granted.

Judge/Clerk _____
Superior Court

Submitted by:

Kathleen P Derrig, Pro Se
930 Howell Mill Road NW
Apt 1512
Atlanta, GA 30318, United States
Phone: 3046540777

IN THE SUPERIOR COURT OF FULTON COUNTY
STATE OF GEORGIA

Kathleen P Derrig
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Michael C Derrig
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY THAT I HAVE SERVED THIS **RULE NISI** upon the Respondent, **Michael C Derrig** by:

- HAND DELIVERY
- DEPOSITING SAME IN THE UNITED STATES MAIL IN A PROPERLY ADDRESSED ENVELOPE WITH ADEQUATE POSTAGE THEREON.

This the ____ day of _____, _____

Petitioner, Kathleen P Derrig

930 Howell Mill Road NW
Apt 1512
Atlanta, GA 30318, United States
Phone: 3046540777

IN THE SUPERIOR COURT OF FULTON COUNTY
STATE OF GEORGIA

Kathleen P Derrig
Plaintiff

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-vs-

Michael C Derrig
Defendant

**DEFENDANT'S ACKNOWLEDGEMENT OF SERVICE
AFFIDAVIT OF WAIVER OF VENUE AND PERSONAL JURISDICTION**

I, **Michael C Derrig**, the named Defendant in the above-styled case, after being duly sworn do hereby depose and say that I am a resident of **Forsyth** County, GA, and that the Plaintiff in the above-styled case is a resident of **Fulton** County, Georgia. I affirm that I have received a copy of said Petition/Complaint, and I hereby waive any and all further notice, service, and issuance of process.

After being duly informed that I have a constitutional right to a trial by judge or jury on the above matter in the county of my residence, and with that knowledge, I hereby expressly waive my right to venue in the county of my residence, and consent to venue and personal jurisdiction in the county of this superior court.

This _____ day of _____, 20____.

Defendant Affiant
[Sign in presence of Notary Public]

Notary Public
Sworn to and subscribed before me
this _____ day of _____, 20____.