

**DISTRICT COURT
STATE OF OKLAHOMA**

DIVORCE PACKET

NO CHILDREN - WITH PROPERTY AND/OR ASSETS

**PACKET
OK-008-D**

(Incompatibility)

This packet contains the following:

1. Instructions for completing the forms;
2. Petition for Divorce,
3. Entry of Appearance and Waiver,
4. Summons,
5. Final Decree of Divorce,
6. Notice of Entry of Decree,
7. Separation and Property Settlement Agreement, and
8. Non-Military Affidavit.

You and your spouse must agree to all terms of the divorce to use this packet.

GENERAL INSTRUCTIONS

WHO MAY USE THESE FORMS?

You may use this petition form for divorce only when all of the following facts are true;

- 1. Your marriage is broken due to incompatibility of the parties;**
- 2. There were no children born to or adopted by you and your spouse, and the wife is not pregnant.**
- 3. There is property and/or assets of the marriage and the parties have agreed to all of the terms of division of the assets/property in the Separation and Property Settlement Agreement.**
- 4. You or your spouse have lived in Oklahoma and in the county of filing for six (6) months before filing the divorce, and the plaintiff has resided in the county of filing for thirty (30) days immediately prior to the filing of the petition.**
- 5. For more information, see the Oklahoma Divorce Law Summary.**

IN THE DISTRICT COURT OF _____ COUNTY

STATE OF OKLAHOMA

_____,)
Plaintiff,)
)
)
vs.) **Case No. FD** _____)
)
)
_____,)
Defendant.)

PETITION FOR DIVORCE

COMES, _____, Plaintiff, and files this Petition for divorce against Defendant, _____ and would state in support thereof the following:

1. This Court has jurisdiction of the parties and subject matter pursuant to Oklahoma Statutes Annotated, Title 43, Section 102 et seq.

2. That Plaintiff and/or Defendant is now and has been next preceding the filing hereof a resident of the State of Oklahoma for a period exceeding six (6) months, and of _____ County for a period exceeding thirty (30) days.

3. The Parties were lawfully married on _____ day of _____, 20__ in _____ County, _____ and said marriage is registered in _____ County, _____.

4. There were no children born to or adopted by the Parties. Wife is not now pregnant.

5. Plaintiff and Defendant separated on _____ day of _____, 20__ and from that date up to the present, Plaintiff and Defendant have lived separate and apart without any cohabitation.

6. The vital statistics of the parties are as follows:

Plaintiff

Defendant

Social Security number _____ Social Security number _____

Address _____ Address _____

Date of birth _____ Date of birth _____

Occupation _____ Occupation _____

7. The Plaintiff and Defendant have executed a Separation and Property Settlement Agreement disposing of all jointly owned property and settling all jointly owed debts, rights and liabilities of the parties, a copy of which is attached hereto as Exhibit "A". There is no property that the parties are asking the court to divide or distribute.

8. That as grounds for this divorce, Plaintiff pleads incompatibility due to irreconcilable differences which have arisen between the parties hereto which have destroyed the legitimate intents and purposes of said marriage and rendered its continuation impossible.

8. Party _____ (DOES/DOES NOT) request restoration of my former name, _____. This request is not made for any illegal or fraudulent reason.

9. The Plaintiff further states the following:

() I do not know of any other cases in the State of Oklahoma or any state or territory involving the same claim or subject matter as this case.

OR

() I know of the following related cases concerning the same claim or subject matter as this case

WHEREFORE, Plaintiff, _____ requests against Defendant,
the following relief:

- a) The Court grant the Parties a Divorce on the grounds of incompatibility due to irreconcilable differences which have arisen between the parties hereto which have destroyed the legitimate intents and purposes of said marriage and rendered its continuation impossible;
- b) That the Separation and Property Settlement Agreement disposing of all jointly owned property and settling all jointly owed debts and rights and liabilities of the parties, a copy of which is attached hereto as Exhibit "A", be incorporated herein by reference and have the same force as if stated herein in full.
- c) Party _____ requests that she be restored her maiden/former name of _____;
- d) For judgment and relief as set forth in this Petition.
- e) For such other relief and judgment as is just and equitable in the premises.

Respectfully submitted,

Signature of Plaintiff

Print Name: _____

VERIFICATION

STATE OF OKLAHOMA

COUNTY OF _____

_____, of lawful age, being first duly sworn and upon oath, states: that he/she is the above named Plaintiff; that he/she has read the above and foregoing *Petition For Divorce*, and verifies that the matters and things stated therein are true to the best of his/her knowledge and belief.

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public

My Commission Expires:
_____ [SEAL]

IN THE DISTRICT COURT OF _____ COUNTY

STATE OF OKLAHOMA

_____,)	
Plaintiff,)	
)	
)	
vs.)	Case No. FD _____
)	
)	
_____,)	
Defendant.)	

ENTRY OF APPEARANCE AND WAIVER

COMES NOW the Defendant herein, the undersigned, and acknowledges receipt of a copy of the Petition filed and on file herein, states that he has read and understands the same, hereby waives the issuance, service, and return of process upon him in this action, enters a voluntary appearance in this cause, waiving all time and fight to plead, answer or appear in this action, and consents that the same may be set down for trial and heard by the court at any time hereafter without notice to, and in the absence of this Defendant.

Defendant

STATE OF OKLAHOMA

COUNTY OF _____

Before me, the undersigned, a Notary Public within and for the State of Oklahoma, on this _____ day of _____, 20____, personally appeared Defendant, _____, to me known to be the identical person who executed the above and foregoing entry of appearance and waiver and personally acknowledged to me that he has read, understood and signed the same, and that he executed the same as a 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.

Notary Public

My Commission Expires:
_____ [SEAL]:

IN THE DISTRICT COURT OF _____ COUNTY

STATE OF OKLAHOMA

_____ ,)	
Plaintiff,)	
)	
)	
vs.)	Case No. FD _____
)	
)	
_____ ,)	
Defendant.)	

SUMMONS

To the above-named Defendant:

_____, OK _____

You have been sued by the above-named Plaintiff. and you are directed to file a written *Answer* to the attached *Petition* in the Court at the above address within twenty (20) days after service of this *Summons* upon you, exclusive of the day of service. Within the same time, a copy of your *Answer* must be delivered or mailed to the attorney for the Plaintiff.

Unless you answer the *Petition* within the time stated, judgment will be rendered against you with costs of the action.

Issued this _____ day of _____, 20__.

_____, Court Clerk

By: _____
Deputy Court Clerk

YOU MAY SEEK THE ADVICE OF AN ATTORNEY ON ANY MATTER CONNECTED WITH THIS SUIT OR YOUR ANSWER. SUCH ATTORNEY SHOULD BE CONSULTED IMMEDIATELY SO THAT AN ANSWER MAY BE FILED WITHIN THE TIME LIMIT STATED IN THE SUMMONS.

STATE OF OKLAHOMA

AFFIDAVIT OF SERVICE

COUNTY OF _____

Case No. _____

The undersigned, a duly appointed and qualified Licensed Private Process Server in and for the above County and State, being first duly sworn, states:

I received the attached process on the _____ day of _____, 20____, and I delivered a copy thereof together with a copy of the

to each of the following named persons, at the address and on the date set forth opposite each name, to-wit:

<u>NAME</u>	<u>ADDRESS</u>	<u>DATE</u>
-------------	----------------	-------------

The following persons were not found, to-wit:

COMMENTS

Licensed Private Process Server

ABL - _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public
My Commission Expires _____

IN THE DISTRICT COURT OF _____ COUNTY

STATE OF OKLAHOMA

_____ ,)	
Plaintiff,)	
)	
)	
vs.)	Case No. FD _____
)	
)	
_____ ,)	
Defendant.)	

DECREE OF DIVORCE

This matter was heard on the _____ day of _____, 20____, upon the pleadings and Affidavit of the Plaintiff and Defendant filed herein. Upon such, the court makes the following:

FINDINGS OF FACT

1. That this Court has jurisdiction in that the Plaintiff was a resident of the State of Oklahoma for more than six (6) months and _____ County for more than thirty (30) days before the filing of the Petition for Divorce in this case.
2. The Plaintiff and Defendant were lawfully married to each other on _____ day of _____, 20__ in _____ County, _____.
3. The Plaintiff's Social Security Number is _____, and the Defendant's Social Security Number is _____.
4. There were no children born to or adopted by the Parties and the wife is not now pregnant.
5. There are no property rights to be adjudicated between the Parties. The parties have agreed to all property and debt issues in the Separation and Property Settlement Agreement of

the Parties attached hereto as Exhibit "A".

6. That a state of complete and irreconcilable incompatibility has arisen between the parties which has completely destroyed the legitimate aims of the marriage and rendered its continuation impossible entitling the Plaintiff to a Decree of Divorce from the Defendant.

7. Party _____, requests that her maiden/former name of _____ be restored unto her. This request is not made for any illegal or fraudulent reason.

8. In the event either party fails to perform his or her obligations under the Decree of Divorce, such person shall be required to pay all costs and attorney fees of the other party incurred in enforcing the terms of the Decree of Divorce.

9. Each party is ordered to execute and deliver to the other party without cost any documents necessary to implement the provisions of this Decree of Divorce.

CONCLUSIONS OF LAW

Based upon the foregoing Findings of Fact, the court concludes as a matter of law that the Plaintiff is entitled to a Decree of Divorce from the Defendant on the grounds of incompatibility.

JUDGMENT

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

a) That the bonds of matrimony existing between _____ and _____ are hereby dissolved and that _____ and _____ be and hereby are awarded a Decree of Divorce from each other on the grounds of incompatibility, final upon entry of this decree and the parties shall from date forward are declared to be single persons;

b) Further, it is ordered by the Court that the parties may not marry except to each other for a period of six (6) months after the entry of the decree of divorce.

c) That the Separation and Property Settlement Agreement entered into by and between the parties and attached hereto as Exhibit "A" is incorporated herein by reference and shall have the same force as if stated herein in full;

d) That _____ is hereby restored her maiden/former name of _____.

SO ORDERED, this the _____ day of _____, 20_____.

BY THE COURT:

CIRCUIT COURT JUDGE

CERTIFICATE OF MAILING

I, _____, Plaintiff, do hereby certify that I mailed a copy of the *Decree of Divorce* in the above styled cause to the following-named person at the address shown below, all by regular U. S. Mail, on the ____ day of _____, 20__:

Defendant _____

Address Where Mailed:

_____, OK _____

Subscribed and sworn to this _____ day of _____, 20__.

Notary Public

My Commission Expires:
(SEAL)

IN THE DISTRICT COURT OF _____ COUNTY

STATE OF OKLAHOMA

_____,)
Plaintiff,)
))
))
vs.) **Case No. FD** _____)
))
))
_____,)
Defendant.)

NOTICE OF ENTRY OF DECREE

TO ALL INTERESTED PARTIES:

Please take notice that on _____ day of _____, 20____, a Decree of Divorce was entered in this matter, a copy of which is enclosed herewith and incorporated herein by this reference.

DATED this _____ day of _____, 20____.

Plaintiff

CERTIFICATE OF MAILING

I, _____, Plaintiff, do hereby certify that I mailed a copy of the *Notice of Entry of Decree* in the above styled cause to the following-named person at the address shown below, all by regular U. S. Mail, on the ____ day of _____, 20____:

Defendant _____
Address Where Mailed:

_____, OK _____

Subscribed and sworn to this ____ day of _____, 20____.

Notary Public

My Commission Expires:
(SEAL)

SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

WHEREAS, _____, hereinafter referred to as "Plaintiff", and
_____, hereinafter referred to as "Defendant", are now married; and

WHEREAS, the parties are separated and now living separate and apart and desire to make a mutually acceptable settlement of their rights, liabilities, obligations and property rights arising out of and during the course of their marital relationship. No reconciliation is contemplated; and

WHEREAS, Plaintiff and/or Defendant are both actual and bona fide residents of the State of Oklahoma for more than six (6) months and _____ County for more than thirty (30) days prior to the commencement of this action; and

WHEREAS, the Parties were lawfully married on _____ day of _____, 20____, in _____ County, _____;

WHEREAS, there were no children born to or adopted by the Parties. Wife is not now pregnant; and

WHEREAS, Plaintiff and Defendant separated on _____ day of _____, 20____, and from said date up to the present, Plaintiff and Defendant have lived separate and apart without any cohabitation. The parties are entitled to a Decree of Divorce on the grounds of incompatibility due to irreconcilable differences which have arisen between the parties hereto which have destroyed the legitimate intents and purposes of said marriage and rendered its continuation impossible; and

WHEREAS, Defendant hereby waives his right to file an Answer in this matter, or withdraws any Answer he may have filed, agrees that his default may be entered and agrees that the Court may award Plaintiff an uncontested Decree of Divorce and Judgment in this matter consistent with the terms of this Agreement and without further notice to Defendant; and

WHEREAS, The parties hereto agree that the provisions of this Separation and Property Settlement Agreement shall be incorporated into any judgment or Decree of Divorce, and that this Agreement shall survive, and shall not be merged into any judgment, decree or order, which may be issued.

NOW THEREFORE, FOR AND IN CONSIDERATION OF the mutual benefits and advantages accruing to each party, the undersigned do hereby solemnly covenant, agree and contract as follows:

1. CHILD CUSTODY: No children were both to this marriage, wife is not now pregnant and no children were adopted by the parties.

2. PROPERTY SETTLEMENT: Husband and Wife are in possession of all personal property belonging to each, and neither makes any claim to any personal property in the possession of the other, except as stated below.

Wife shall be entitled to the exclusive use, possession and title to the following assets:

- (a)
- (b)

Husband shall be entitled to exclusive use, possession and title to the following assets:

- (a)
- (b)

The Parties agree to the following additional provisions relating to property settlement:

3. DEBTS: Wife shall be responsible for her individual debts and Husband shall be responsible for his individual debts. The Parties further agree that the joint debts of the parties shall be paid as follows:

(a) Debt to _____ in the approximate amount of \$_____ shall be paid by _____ and _____ shall convey her/his interest same to _____.

(b) Debt to _____ in the approximate amount of \$_____ shall be paid by _____.

4. ALIMONY: Neither Party claims entitlement to alimony as they are not entitled to same and both Parties expressly waive any claim to alimony.

5. LEGAL REPRESENTATION DISCLOSURE: Each party agrees that neither party has been represented by an attorney in this matter and that both parties have had an opportunity to consult, with any attorney of his/her choice.

6. FURTHER DOCUMENTS: Each party agrees that he or she will sign and execute any further or additional documents as may be necessary to put into effect the intended purposes hereof.

7. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties and each party acknowledges that there are no further agreements not expressly included herein and that this Agreement may be modified, altered, or amended only in writing, duly signed and notarized by each in the form of this original.

8. FULLY READ AND UNDERSTAND: Each party represents and acknowledges that he or she has fully read this Agreement, consulted with each other, carefully considered same, and have signed and executed same after such consultation, and after consulting with their respective attorneys, that the signing of this Agreement is free and voluntary without force or

collusion by either party or any third party, and that each party signed same with the full knowledge of said party's rights, obligations, and responsibilities.

9. MODIFICATION: This Agreement shall estop and preclude either party from making other or further demands and claims upon the other, not included herein, except that such legal action may be taken by either party as is necessary to enforce or modify the terms and provisions hereof, except that the Property Settlement provision shall not be subject to modification.

10. SUBSEQUENT DIVORCE: It is agreed and understood that this Agreement finally settles all rights of the parties and the property jointly or individually owned by the parties, and that this Agreement, and the enforceability thereof, is not contingent upon either party or both parties being granted a divorce on any grounds. However, if either or both parties are granted a divorce on any grounds, the parties agree that this Agreement shall be made a part thereof and that such decree or judgment shall not conflict with the terms hereof.

11. CONTROLLING LAW: This Agreement shall be governed, enforced and interpreted according to the laws of the State of Oklahoma.

12. EFFECTIVE DATE: This Agreement shall not be enforceable until duly executed by both Plaintiff and Defendant.

13. HEIRS AND ASSIGNS: This Agreement shall be binding upon the heirs, administrators, estate and assigns of the parties.

IN WITNESS WHEREOF, Plaintiff has executed this Agreement on the ____ day of _____, 20____, and Defendant has executed this Agreement on the ____ day of _____, 20____.

Signature of Plaintiff

Print Name: _____

Signature of Defendant

Print Name: _____

STATE OF OKLAHOMA

COUNTY OF _____

This instrument was acknowledged before me on _____ (date) by
_____ (name(s) of person(s)).

NOTARY PUBLIC

Print Name: _____

My Commission Expires:

STATE OF OKLAHOMA

COUNTY OF _____

This instrument was acknowledged before me on _____ (date) by
_____ (name(s) of person(s)).

NOTARY PUBLIC

Print Name: _____

My Commission Expires:

IN THE DISTRICT COURT OF _____ COUNTY

STATE OF OKLAHOMA

_____,)	
Plaintiff,)	
)	
)	
vs.)	Case No. FD _____
)	
)	
_____,)	
Defendant.)	

NON-MILITARY AFFIDAVIT

I, {full legal name}, being sworn, certify that the following information is true:

[Mark all that apply]

1. I know of my own personal knowledge that Defendant is not on active duty in the armed services of the United States.

2. I have inquired of the armed services of the United States and the U.S. Public Health Service to determine whether the Defendant is a member of the armed services and am attaching certificates stating that Defendant is not now in the armed services.

I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

DATED: _____

Signature of Plaintiff
Printed Name: _____
Address: _____
City, State, Zip: _____
Telephone Number: _____
Fax Number: _____

STATE OF OKLAHOMA

COUNTY OF

Sworn to or affirmed and signed before me on _____ day of _____, 20____, by

_____.

NOTARY PUBLIC

My Commission Expires: _____

DIVORCE INSTRUCTIONS

Scope of this outline :

This outline discusses divorce based upon incompatibility of the parties. This is the “no-fault” divorce ground in Oklahoma.

The basics:

In order to file for divorce in the State of Oklahoma, the parties must meet several requirements. Those requirements are below:

1. You must satisfy the residency requirements. You or your spouse must have resided in Oklahoma for at least six (6) months immediately preceding the filing of the petition.
2. In addition, the plaintiff must have resided in the county of filing for at least thirty (30) days immediately prior to the filing of the petition.

Steps to No-Fault Divorce

STEP 1: One party completes the Petition for divorce and both parties complete the Separation and Property Settlement Agreement and attach the Agreement to the Petition as exhibit “A”. The Petition and Separation and Property Settlement Agreement are then filed with the Clerk of the Circuit court in your County. A filing fee is paid. A Civil Cover may be required and should be available from the clerk. The Non-Military Affidavit should also be filed when the petition is filed.

STEP 2: The party filing the petition should send to the other spouse the Waiver of Service of Process form. If the other spouse completes the Waiver of Service of Process and returns it, the Waiver should then be filed with the clerk and no official Summons will issue to that spouse. If the other spouse does not complete the Waiver of Process form, then a Summons is issued directing the Defendant to Answer the Petition. The Clerk will inform you how to serve the Defendant with the summons.

STEP 4: After the above steps have been completed, contact the clerk for a time to present the Decree to the Court. Ask the clerk what procedures the Judge uses in your county for this and follow this procedure.

STEP 5: After the Decree has been signed and filed; the Notice of Decree should be completed and filed. A copy of said Notice of Decree should then be mailed to the defendant.

Notes: When presenting Pleadings to the Clerk make sure you have at least 4 copies for the Clerk. The Clerk will return the copies to you that the Court does not need.

If a Certificate of Mailing is on any form, a copy of the form should be mailed to the person indicated.

This is a package involving no property. If joint property is involved, the Petition and other documents should be revised to include property division and debt payment matters.

This package is a guide and you should complete all forms based upon your situation, making any necessary revisions.

OKLAHOMA DIVORCE LAW SUMMARY

GROUNDINGS

Oklahoma law permits divorces based upon several different causes. Among the are:

1. Abandonment for one (1) year.
2. Adultery.
3. Impotence.
4. When wife at time of marriage is pregnant for someone other than her husband.
5. Extreme cruelty.
6. Fraudulent contract.
7. Habitual drunkenness.
8. Gross neglect of duty.
9. Imprisonment for the commission of a felony.
10. Insanity for a period of five (5) years, and
11. the “no-fault” ground of incompatibility of the parties.

RESIDENCY REQUIREMENTS

Oklahoma law requires that one of the spouses must be a resident of the state for a minimum of six (6) months immediately prior to the filing of the petition for divorce.

VENUE

The petition may be filed in the county where the plaintiff has been a resident for at least thirty (30) days, or where the defendant resides.

LEGAL SEPARATION

Oklahoma law permits a spouse to bring an action for alimony against the other spouse without a divorce. The defenses to this action are the same as for a divorce action.

WAITING PERIOD

In a divorce action involving minor children, the court will not issue a decree of divorce until ninety (90) days have elapsed from the date of the filing of the petition.

In addition, it is unlawful for a party to divorce action to remarry (except to each other) or cohabit with another for six months from the date of decree. Any person who violates this provision is guilty of bigamy and may be imprisoned for a term of not less than one (1) year and not more than three (3) years in the State Penitentiary.

ALIMONY/SUPPORT

Either spouse may be awarded alimony out of real and personal property of the other spouse as the court deems reasonable. The court shall make such award either in a lump sum or in installments, as it deems reasonable and just.

The obligation to pay alimony terminates upon the death or remarriage of the recipient or upon the voluntary cohabitation of the recipient with a member of the opposite sex.

DISTRIBUTION OF PROPERTY

Oklahoma is an equitable distribution state. This means that the court will divide the marital property between the parties as it deems equitable and just. The court may divide the property in kind, or by setting aside the property to one party and requiring the other party to be paid in such amount as may be fair and just to effect and equitable division.

CHILD CUSTODY

Oklahoma courts will decide the issue of custody based upon the best interests of the child. Custody may be granted to either parent or to both parents jointly. When awarding custody, the court shall consider which parent is more likely to allow the child frequent and continuing contact with the other parent. Gender of the parties shall not be a consideration in determining custody of the child.

If either or both parents have requested joint custody, the party so requesting shall submit to the court parenting plans detailing the arrangements for the care of the child. Such plans shall include provisions relating to the medical and dental care of the child, school placement, physical living arrangements for the child, child support obligations, and visitation rights.

In determining custody, the child may express his or her preference, although the court shall not be bound by the preference expressed by the child.

The court may require the parties to a divorce involving minor children to attend an educational program concerning the impact of divorce on children and conflict resolution between parents. The court may also order individual counseling, as it deems appropriate.

CHILD SUPPORT

The Oklahoma legislature has established child support guidelines which establish the presumptive correct amount of child support. Deviation from the guidelines require a specific finding by the court that application of the guidelines would be unjust or inappropriate and such findings must be included in the judgment.

Child support orders may be modified upon a showing of material change in circumstances of the parties.

A child shall be entitled to support until the child reaches eighteen (18) years of age.

OTHER

When a divorce is granted, the court may restore the wife to her maiden or former name if she so desires.
