

MARITAL SETTLEMENT AGREEMENT

This agreement is made on the 14th of February 2003 ,  
between Sarah Fisher , the Wife, who lives at 7865 Pine Avenue ,  
in the city of City of Dallas , County of Las Collinas state of  
Texas ,and Charles Fisher , the Husband, who lives at 323 Park  
Avenue , in in the city of Dallas , County of Las Collinas  
state of Texas . We were married on the 12th of July 1987 , in  
the Dallas , State of Texas

The following children were born or adopted into our marriage:

Child's name	Child's birth date	Child's sex
Harry Stuart	BORN ON 1993/02/23	SEX M

Grounds:

The marriage has become insupportable because of discord or  
conflict of personalities that has destroyed the legitimate ends  
of the marriage relationship and prevents any reasonable  
expectation of reconciliation

We both desire to settle by agreement all of our marital affairs,  
including the division of all of our property and bills. Also  
spousal support and maintenance , and all issues relating to our  
children including custody , visitation and child support

THEREFORE, in consideration of our mutual promises, and other  
good and valuable considerations, we agree as follows:

1. We both desire and agree to permanently live separate and  
apart from each other, as if we were single, according to the  
terms of this agreement. We both agree not to annoy, harass, or  
interfere with the other in any manner.

2. We both agree that the following issues have been resolved as  
follows:

REAL ESTATE:

the house at 3423 Palm Avenue will be sold and the proceeds split  
50-50

VEHICLES:

wife will keep jeep 1999 and finish payments on it  
husband will keep blazer 2002 and finish payments on it

HOUSEHOLD GOODS:

wife will keep all furnitures and home apparels  
husband will keep his tools and personal items  
husband will keep stamp collesction/car collection/coin  
collection

DEBTS:

wife will take care of her credit cards  
husband will take care of his credit cards

BANK ACCOUNTS:

present joint bank account will be split 50-50  
wife will keep her personal account at Dallas National Bank  
husband will keep his cd at Las Collinas Saving Bank and Trust

INCOME TAXES:

wife will pay 40% of income tax for 2002 and up to today  
husband will pay 60% of income tax for 2002 and up to today  
from today on each will pay his/her income taxand file as single

ALIMONY:

husband will pay wife \$200/week for 40 months

CUSTODY:

Henry Stuart will stay with wife  
husband will spend one weekend in 2 with child during school year  
husband will spend 1 month /2 with child during summer holidays

VISITATION:

husband may visit at any other time with previous agreement from  
wife

CHILD SUPPORT:

husband eill pay \$100/week for child Henry Stuart until age 18

MEDICAL COVERAGE & NON-COVERED MEDICAL EXPENSES:

wife will get medical coverage at her cost  
husband will get medical coverage at his cost  
child Henry Stewart will be covered by husband's medical coverage

TAX EXEMPTIONS:

wife will benefit 40% of tax exemptions until today  
husband will benefit from 60% of tax exemptions until today

3. We both agree that, in the event of divorce or dissolution of marriage, the Wife may desire to and shall have the right to be known by the name of Carolina Mueller , her maiden or former name. We also agree that, in the event of divorce or dissolution of marriage, the children shall continue to use the names shown on their birth certificates.

4. We both desire that, in the event of our divorce or dissolution of marriage, this marital settlement agreement be approved and merged and incorporated into any subsequent decree or judgement for divorce or dissolution of marriage and that, by the terms of the judgment or decree, we both be ordered to comply with the terms of this agreement, but that this agreement shall survive.

We have prepared this agreement cooperatively and each of us has fully and honestly disclosed to the other the extent of our assets, income, and financial situation. We have each completed Financial Statements which are attached and incorporated by reference.

We both understand that we have the right to representation by independent council. We each fully understand our rights and we each consider the terms of this agreement to be fair and reasonable. Both of us agree to execute and deliver any documents, to make any endorsements, and do any and all acts that may be necessary or convenient to carry out all of the terms of this agreement.

We agree that this document is intended to be the full and entire settlement and agreement between us regarding our marital rights and obligations and that this agreement should be interpreted and governed by the laws of the State of Texas .

We also agree that every provision of this agreement is expressly made binding upon the heirs, assigns, executors, administrators,

successors in interest, and representatives of each of us.

Signed and dated 14th of February 2003 .

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Sarah Fisher (WIFE)

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Charles Fisher (HUSBAND)

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Witness for Wife Elizabeth Parker

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Witness for Wife sarah Carmicael

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Witness for Husband Peter White

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Witness for Husband Charles Morgan

MARITAL SETTLEMENT AGREEMENT

\_\_\_\_\_  
Petitioner  
Sarah Fisher  
Address : 7865 Pine Avenue  
City of Dallas , Texas , 67654  
Phone : 212-323-4323

State of Texas

The marriage has become insupportable because of discord or conflict of personalities that has destroyed the legitimate ends of the marriage relationship and prevents any reasonable expectation of reconciliation of Las Collinas

On this day, before me, the undersigned authority, in and for and residing in the above The marriage has become insupportable because of discord or conflict of personalities that has destroyed the legitimate ends of the marriage relationship and prevents any reasonable expectation of reconciliation and state, personally appeared the Petitioner , Sarah Fisher , who is personally known to me to be the same person whose name is subscribed to the foregoing document, and, being duly sworn, she verified that the information contained in the foregoing document is true and correct on personal knowledge and acknowledged that said document was signed as a free and voluntary act.

Subscribed and sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Name and signature

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

MARITAL SETTLEMENT AGREEMENT

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Respondent  
Charles Fisher  
Address : 323 Park Avenue  
Dallas , Texas , 34345  
Phone : 323-433-2312

State of Texas  
The marriage has become insupportable because of discord or conflict of personalities that has destroyed the legitimate ends of the marriage relationship and prevents any reasonable expectation of reconciliation of Las Collinas

On this day, before me, the undersigned authority, in and for and residing in the above The marriage has become insupportable because of discord or conflict of personalities that has destroyed the legitimate ends of the marriage relationship and prevents any reasonable expectation of reconciliation and state, personally appeared the Respondent , Charles Fisher , who is personally known to me to be the same person whose name is subscribed to the foregoing document, and, being duly sworn, he verified that the information contained in the foregoing document is true and correct on personal knowledge and acknowledged that said document was signed as a free and voluntary act.

Subscribed and sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Name and signature

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

IN THE DISTRICT COURT OF NORTH COUNTY COUNTY , TEXAS LAS  
COLLINAS JUDICIAL DISTRICT

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In re: The Marriage of

Sarah Fisher  
7865 Pine Avenue  
City of Dallas , Texas , 67654

and

Case #: \_\_\_\_\_ )

Charles Fisher  
323 Park Avenue  
Dallas , Texas , 34345

AND IN THE INTEREST OF THE FOLLOWING  
Harry Stuart

#### PETITION FOR DIVORCE

This action is brought by the Petitioner , Sarah Fisher , age, 35 , who resides at 7865 Pine Avenue , City of Dallas , Texas , 67654 whose social security number is 7656 4543 7876 , and who is employed as a Nurse at Dallas General Hospital located at 5654 Park Avenue Dallas 76765

The undersigned Petitioner states, under oath, the following:

1. RESIDENCY. Petitioner has been a resident of and domiciled in the state of Texas for the preceding 12 and County of Las Collinas for the preceding 10 years .
2. SERVICE OF PROCESS. The Respondent has agreed to file a Waiver of Service of Process in this cause and, therefore, no service of process is necessary at this time.
3. JURISDICTION. The Court has proper jurisdiction to hear this cause. The Respondent has agreed to file an Appearance in this cause. Neither party has ever been involved in any other domestic relations proceeding involving the other party in this or any other jurisdiction.
4. MARRIAGE. The Petitioner and Respondent were married on the 12th of July 1987 , in the Dallas , state of Texas and lived together as husband and wife until on or about the 12th of January 2003 , at which time they separated and ceased to live together and they have lived separate and apart without

cohabitation ever since.

5. CHILDREN:

The following children were born or adopted to the marriage and their dates of birth are as follows :

Harry Stuart born on 1993/02/23

The wife is not now pregnant.

6. GROUNDS:

The marriage has become insupportable because of discord or conflict of personalities that has destroyed the legitimate ends of the marriage relationship and prevents any reasonable expectation of reconciliation

7. AGREEMENT. This proceeding is uncontested. The Petitioner and Respondent have both signed a Marital Settlement Agreement, dated the house at 3423 Palm Avenue will be sold and the proceeds split 50-50, which is attached and incorporated by reference. By the terms of this Marital Settlement Agreement they have settled all of the issues relating to their marriage, including the division of all of the property, the disposition of all of their bills and obligations, the need for any alimony, maintenance or spousal support,

A Financial Statement has been prepared by each of the parties listing their respective income, expenses, assets, and liabilities and the individual Financial Statements are attached and incorporated by reference. The Marital Settlement Agreement and Financial Statements were signed under no duress or force and without collusion.

8. CONSENT. The Respondent has agreed to file a Consent to the incorporation and merger of said Marital Settlement Agreement into a DECREE OF DIVORCE in this case.

9. WAIVER. The Petitioner hereby waives any rights to findings of fact and conclusions of law, a record of testimony, motion for a new trial, notice of entry of final judgement or decree, and the right to appeal, but does not waive any rights to the future modification of any judgement or decree in this cause.

The Petitioner respectfully requests and prays:

1. That a Divorce be granted by the court dissolving and terminating forever the marriage between the parties.

2. That all of the terms and conditions of the party's Marital



Settlement Agreement, which is attached, be approved and be incorporated, merged into, and made part of a DECREE OF DIVORCE and that the parties be ordered to comply with all terms and conditions of the Marital Settlement Agreement survive.

3. That the court award the parties any other further relief as may be just and equitable.

Dated this 14th of February 2003 .

DECREE OF DIVORCE

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Petitioner:  
Sarah Fisher  
Address : 7865 Pine Avenue  
City of Dallas , Texas , 67654  
Phone : 212-323-4323

State of Texas

County of Las Collinas

On this day, before me, the undersigned authority, in and for and residing in the above County and state, personally appeared the Petitioner , Sarah Fisher , who is personally known to me to be the same person whose name is subscribed to the foregoing document, and, being duly sworn, she verified that the information contained in the foregoing document is true and correct on personal knowledge and acknowledged that said document was signed as a free and voluntary act.

Subscribed and sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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Name and signature

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

DECREE OF DIVORCE

-----  
Respondent  
Charles Fisher  
Address : 323 Park Avenue  
Dallas, Texas , 34345  
Phone : 323-433-2312

State of Texas  
County of Las Collinas

On this day, before me, the undersigned authority, in and for and residing in the above County and state, personally appeared the Respondent , Charles Fisher , who is personally known to me to be the same person whose name is subscribed to the foregoing document, and, being duly sworn, he verified that the information contained in the foregoing document is true and correct on personal knowledge and acknowledged that said document was signed as a free and voluntary act.

Subscribed and sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Name and signature

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

IN THE DISTRICT COURT OF NORTH COUNTY COUNTY , TEXAS LAS  
COLLINAS JUDICIAL DISTRICT

---

In re: The Marriage of

Sarah Fisher  
7865 Pine Avenue  
City of Dallas , Texas , 67654

and

Case #: \_\_\_\_\_ )

Charles Fisher  
323 Park Avenue  
Dallas , Las Collinas , Texas

AND IN THE INTEREST OF THE FOLLOWING  
Harry Stuart

APPEARANCE , CONSENT , AND WAIVER

The undersigned Defendant , Charles Fisher states on oath, that:

1. RESIDENCY. I have been a resident of and domiciled in the State of Texas for the preceding 12 and the County of Las Collinas for the preceding 10

2. ADMISSION. I have received a copy of the Complaint which was filed in this cause and I have read and understand it and admit all of the allegations contained in it.

3. APPEARANCE AND WAIVER. I waive all objections to venue and the issuance, service, and return of process in this cause and voluntarily enter my general appearance in this cause and submit personally to the jurisdiction of the court. I have never been involved in any other domestic relations proceeding involving the other party in this or any other jurisdiction.

4. AGREEMENT. I have freely and voluntarily entered into a Marital Settlement Agreement, dated 12th of January 2003 , and a Financial Statement which are attached to and incorporated into the original Complaint. The Marital Settlement Agreement and Financial Statements were signed under no duress or force and without collusion.

5. CONSENT. I consent to said Marital Settlement Agreement and Financial Statements being approved and incorporated, merged into, and made part of a DECREE OF DIVORCE , and that the parties be ordered to comply with all terms and conditions of the Marital Settlement Agreement, but that the Marital Settlement Agreement survive.

6. ADDITIONAL CONSENT. I agree that this proceeding is uncontested. I further consent that this cause be heard on any day convenient to the court without further notice to me and that the court enter any Order granting the relief prayed for in the Complaint.

7. ADDITIONAL WAIVER. I further waive my rights to notice of trial, findings of fact and conclusions of law, a record of testimony, motion for a new trial, notice of entry of final judgement or decree, and right to appeal, but do not waive any rights to the future modification of any judgement or decree in this cause.

\_\_\_\_\_  
Defendant (Charles Fisher)

Address: 323 Park Avenue  
Dallas , Texas , 34345  
Phone: 323-433-2312

State of Texas

County of Las Collinas

On this day, before me, the undersigned authority, in and for and residing in the above County and state, personally appeared the Defendant , Charles Fisher , who is personally known to me to be the same person whose name is subscribed to the foregoing document, and, being duly sworn, he verified that the information contained in the foregoing document is true and correct on personal knowledge and acknowledged that said document was signed as a free and voluntary act and that a copy of the Complaint has been received.

Subscribed and sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Name and signature

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

IN THE DISTRICT COURT OF NORTH COUNTY COUNTY , TEXAS LAS  
COLLINAS JUDICIAL DISTRICT

---

In re: The Marriage of

Sarah Fisher  
7865 Pine Avenue  
City of Dallas , Texas , 67654

and

Case #: \_\_\_\_\_ )

Charles Fisher  
323 Park Avenue  
Dallas , Texas , 34345

AND IN THE INTEREST OF THE FOLLOWING  
Harry Stuart

#### DECREE OF DIVORCE

On the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, a final hearing was held in this cause. The Petitioner was present, in person. The Respondent waived issuance, service, and return of process and appeared generally by an Appearance, Consent, and Waiver duly filed and did not otherwise appear.

The Court, having examined the verified pleadings and heard the evidence and being fully advised finds:

1. That all necessary residency requirements and prerequisites of law have been legally satisfied;
2. That this Court has personal jurisdiction of the parties and the subject matter;
3. That all the material allegations contained in the Complaint are true; and
4. That the parties have voluntarily waived findings of fact, conclusions of law, a record testimony, motion for a new trial, notice of entry of final Judgement, and right to appeal, but have not waived their rights to future modification of this Judgement.

THE COURT ORDERS, ADJUDGES, AND DECREES:

1. That the marriage of the Petitioner and the Respondent is hereby dissolved and that they are hereby divorced;
2. That all of the terms and provisions of the Marital Settlement Agreement between the parties and dated the 12th of January 2003 , which is attached and incorporated by reference, are hereby approved and incorporated, merged into, and made part of this court order, and the parties are ordered to comply with all terms and conditions of said Marital Settlement Agreement, but that it shall survive this order;
3. That the party's property and obligations shall be distributed and apportioned according to the terms and conditions of said Marital Settlement Agreement.
4. That alimony and maintenance shall be as set forth in said Marital Settlement Agreement;
5. That the Wife's name be restored to Carolina Mueller as set forth in the Marital Settlement Agreement.
6. That the custody, visitation, care, and support of the parties childrens shall be as set forth in said Marital Settlement Agreement

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Presiding Judge

Approved as to form and content:

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(Petitioner) Sarah Fisher  
Address: 7865 Pine Avenue  
City of Dallas , Texas , 67654  
Phone: 212-323-4323

Approved as to form and content:

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(Respondent) Charles Fisher  
Address: 323 Park Avenue  
Dallas , Texas , 34345  
Phone: 323-433-2312