

SEPARATION/PROPERTY SETTLEMENT AGREEMENT, MARYLAND

This Separation Agreement, (the "Agreement") is made and entered into at _____, Maryland, this _____ day of _____, 200____, between _____, ("Husband") and _____ ("Wife") both of whom represent and agree as follows:

WHEREAS, the parties hereto are Husband and Wife, having married on _____ in _____; and

WHEREAS, there were _____ () children born the issue of the parties marriage, namely: _____, born _____ and _____, born _____ (hereinafter jointly referred to as the "Children"); and

WHEREAS, wife is not now pregnant with a child of the marriage; and

WHEREAS, unfortunate differences have arisen between the parties rendering it impracticable for them to continue to live together, and the have separated as of _____ and intend to thereafter live separate and apart for life; and

WHEREAS, Husband has employed and has the benefit of counsel and advice of _____ as his attorney and the Wife has employed and had the benefit of counsel and advice of _____ as her attorney in the negotiation and execution of this Agreement; and

Alternative language for situations in which the parties have not retained counsel:
WHEREAS, both the Husband and the Wife are fully aware of their right to be represented by separate counsel with regard to the negotiation, preparation and execution of this Agreement, and each has elected not to retain an attorney.

WHEREAS, without any collusion or coercion, the parties mutually consider it to be in their best interests to settle between themselves all of the issues arising out of their marriage, including, but not limited to a division of their property, the payment of their debts and obligations, spousal