

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

TERRELL L. JACKSON,

PETITIONER,

vs.

MARICE K. JACKSON,

RESPONDENT.

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§

CIVIL ACTION FILE NO. 2022CV362124

MOTION FOR JUDGMENT ON THE PLEADINGS

Petitioner in the above-referenced matter, TERRELL L. JACKSON, hereby moves this Court for a Judgment on the Pleadings. In support of this Motion, Petitioner shows the Court as follows:

1. The parties entered into a comprehensive Marital Settlement Agreement on or about May 31, 2023. A true and correct copy of the Settlement Agreement is attached hereto as Exhibit "A."
2. This Settlement Agreement has resolved all outstanding issues including spousal support and equitable division of marital property and debt.
3. There are no contested issues remaining in this matter.
4. Petitioner has executed an Affidavit in support of this Motion. A true and correct copy of Petitioner's Affidavit in Support of Motion for Judgment on the Pleadings is attached hereto as Exhibit "B."

WHEREFORE, Petitioner requests this Court grant the divorce and enter a Final Judgment and Decree that incorporates the wishes of the parties as set forth in their Settlement Agreement.

Motion for Judgment on the Pleadings

Respectfully submitted this 6th day of June, 2023.

/s/ Melissa L. Bowman

Melissa L. Bowman
Georgia Bar No. 524120

MERIWETHER & THARP LLC
ATTORNEY FOR PETITIONER
6465 E Johns Crossing, Suite 400
Johns Creek, GA 30097
678-879-9000/678-879-9001 (fax)
MBowman@mtlawoffice.com

Motion for Judgment on the Pleadings

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

TERRELL L. JACKSON,	§	
	§	
PETITIONER,	§	CIVIL ACTION FILE NO. 2022CV362124
	§	
vs.	§	
	§	
MARICE K. JACKSON,	§	
	§	
DEFENDANT.	§	

CERTIFICATE OF SERVICE

This is to certify that I have this day served the opposing party in the within and foregoing action with a copy of the **MOTION FOR JUDGMENT ON THE PLEADINGS** via U.S. Mail and email as follows:

Respectfully submitted this 6th day of May, 2023.

Is/ Melissa L. Bowman
Melissa L. Bowman
Georgia Bar No. 524120

MERIWETHER & THARP LLC
ATTORNEY FOR PETITIONER
6465 E Johns Crossing, Suite 400
Johns Creek, GA 30097
678-879-9000/678-879-9001 (fax)
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**EXHIBIT
A**

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

TERRELL L. JACKSON, §
§
PETITIONER, § **CIVIL ACTION FILE NO. 2022CV362124**
§
§
vs. §
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MARICE K. JACKSON, §
§
RESPONDENT. §

MARITAL SETTLEMENT AGREEMENT

Terrell L. Jackson, ("Husband"), and Marice K. Jackson, ("Wife" collectively with "Husband" as "the parties") enter into the following Settlement Agreement (the "Agreement").

WITNESSETH:

The parties were married on April 24, 1999 and said marriage still subsists.

There is one child born of the marriage, who has reached the age of majority. No other children are expected.

Due to irreconcilable differences that have arisen between the parties, they have been living separate and apart and it is their intention to dissolve the marriage between them by entering into an agreement settling all issues between them on a full and final basis, including alimony, equitable division of marital property, attorneys' fees and all other rights, remedies, privileges and obligations which have arisen out of their marriage (the "Agreement"). The parties agree that their future relations shall be governed by the terms of this Agreement and enter into this Agreement freely and voluntarily, under no compulsion or duress, and in consideration of the present income, earning capacity, and financial circumstances of each of the parties.

NOW, THEREFORE, in consideration of the mutual promises, covenants, agreements and terms contained herein, the parties voluntarily enter into the following Agreement:

Alimony

1. Alimony -

Husband and Wife agree that neither of them shall seek or receive alimony from the other, either now or in the future, and specifically waive their statutory right to modifications, up or down, of alimony based on a change in the income or financial status of either party. Both parties, in

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signing this Agreement, intend this waiver to be a knowing and express waiver of their statutory rights to modification of alimony, up or down, pursuant to O.C.G.A. § 19-6-19 and specifically rely upon of *Varn v. Varn*, 242 Ga. 309 (1978) to effectuate the waiver.

Insurance

2. Health Insurance

Commencing with the entry of the Final Judgment, the parties will be responsible for their own health insurance policies, and each shall be responsible for their own health care expenses not covered by insurance.

Real Estate

3. Marital Real Estate -

During the parties' marriage, they acquired a property located at 10900 Wittenridge Dr. Lot H3, Alpharetta, GA (the "marital home or residence").

The parties have agreed to sell the marital home, and, until the sale, Husband will have exclusive use and possession of the residence. Upon the execution of this Agreement by both parties, Husband will be responsible for and shall assume all costs associated with his possession, including, but not limited to, timely payment of the monthly mortgage, HELOC if applicable, property taxes, homeowner's insurance, homeowner's association fees if applicable, utilities and any other expenses necessary to maintain the property. Husband will indemnify, defend, and hold Wife harmless for these expenses. Within 7 days of the execution of this Agreement, Wife agrees to provide Husband with non-financial assistance necessary to accomplish the intended transfer of utility and other home-related services accounts for this residence into his sole account name.

The parties shall sell the marital home as set forth in their "Real Estate Side Sale Agreement," which is incorporated herein by reference. The parties have agreed NOT to file the Side Agreement with this settlement document for the sake of privacy and to avoid a potential buyer gaining an unfair advantage concerning the sale of the marital home.

In addition, the parties agree to the following concerning the sale of the marital home:

- (a.) **Consent to Sale** - Neither party shall unreasonably withhold his or her consent to the sale of the marital residence. Each party shall cooperate fully with any broker in showing this residence, meeting with prospective purchasers, making counter offers, and signing the necessary documents to effectuate the sale and closing of the marital residence. At the time of the closing of the sale of the marital residence, each of the parties shall have the right and obligation to attend the closing and sign all documents required to complete the transaction. The parties shall list the house on the market for sale no later than June 22, 2023.

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- (b.) **Repairs to the Marital Residence** The parties agree to sell the residence "as is" unless the realtor suggests otherwise. If any repairs are agreed upon by the parties, the cost of the same shall be shared equally. If one party pays for the repair in full, then he/she shall be reimbursed for one-half (50%) of the same out of the net proceeds from the sale prior to any further division set forth herein below. Repairs shall not be made absent written agreement, and if either party pays for 100% of a repair, he or she shall provide the other with a receipt evidencing payment in full. Further, if the parties agree upon a repair, they shall request estimates from contractors before coming to any final agreement on a proposed repair.
- (c.) **Condition of the Marital Residence While Listed for Sale** - For the purpose of effectuating the sale of the marital residence, Husband shall keep the marital residence in broom clean condition to permit the home to be shown to prospective purchasers at all reasonable times.
- (d.) **Division of Equity** - Wife shall receive 50% of what the home sells for less the mortgage balance from December 2021 less the following: pro-rated taxes due and owing, any commissions due and owing, any closing costs due and owing, any cost of any repairs paid by the parties as set forth above, and any costs or expenses identified in the contract for sale of the marital residence due and owing at the time of the closing. Husband shall receive the rest of the net proceeds from the sale of the marital residence. For purposes of this Agreement, net proceeds is defined as the gross proceeds due to the sellers under the contract for sale less the following: any existing mortgages, liens, or encumbrances on the marital residence, pro-rated taxes due and owing, any commissions due and owing, any closing costs due and owing, any cost of any repairs paid by the parties as set forth above, and any costs or expenses identified in the contract for sale of the marital residence due and owing at the time of the closing. In the event the marital residence is sold at a net loss, then Husband shall be responsible for bringing 50% of the deficiency to the closing and Wife shall be responsible for bringing 50% of the deficiency to the closing.
- (e.) **Security Interest** - The parties represent that the following are the only liens tied to the marital home:

Mortgage - Georgia's Own *4109

Neither party shall grant any deed to secure debt conveying to any lender any interest in the marital residence until the other party is removed from any current financial obligation(s) on the marital residence, nor use the marital residence as security for any loan subsequently obtained except as provided in this refinancing provision. Each party guarantees and warrants that they know of no liens or encumbrances against the marital residence other than those disclosed in this Agreement. In the event it is determined any additional liens, encumbrances, or clouds against the title to the marital residence have been caused by the actions of either party, that party shall bear sole financial responsible and shall take all actions necessary to remove the same and shall indemnify and hold the other party harmless with respect to thereto and shall be fully responsible for any and all liability associated with the same.

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- (f.) **Capital Gain/Loss** - Husband shall be responsible for listing 50% of any capital gain or loss resulting from the sale of the marital residence on his federal and state income tax return in compliance with the Internal Revenue Code. Wife shall be responsible for listing 50% of any capital gain or loss resulting from the sale of the marital residence on her federal and state income tax return in compliance with the Internal Revenue Code. Each party shall indemnify and hold the other party harmless from any and all tax liability associated with each party's respective tax implication.

Listing Price - The listing price is addressed in the parties' Real Estate Side Sale Agreement incorporated herein by reference.

Real Estate Broker - The parties will attempt to agree on a realtor by May 22, 2023. If the parties are not able to agree on a realtor by May 22, 2023, each party shall select one realtor, and those two realtors shall select the third realtor to be used by the parties. The realtor selected shall be a non-relative nor shall the realtor have ever sold a home for a non-relative or friend. Both parties shall cooperate fully with any broker in showing this residence, meeting with prospective purchasers, making counter offers and signing the necessary documents to effectuate the sale and closing of the marital residence.

Sale Price - The sale price is addressed in the parties' Real Estate Side Sale Agreement. The sale shall be for cash unless both parties agree to provide seller financing. Any contract or offer for purchase that is consistent with this provision shall be approved and signed by both parties. Both parties shall be provided with copies of all listing contracts, proposed sale contracts, and all extensions or modifications of such contracts.

Escrow Refunds - In the event either party receives an escrow refund following closing on the sale of the marital residence, said refund shall be equally divided by the parties. Both parties shall provide a closing mortgage statement, a summary or transaction history is not acceptable, proving there was an escrow refund to the other parties' counsel before the account is closed jointly. A party receiving any refund shall notify the other party of the refund within three (3) business days from receipt and shall then pay the non-receiving party 50% of the escrow refund within seven (7) business days from receipt.

Retirement, Investment, and Bank Accounts

4. Retirement Accounts -

Husband warrants he has disclosed any interest, if any, he may have or that he has been offered by his employer or business, past or present, or reasonably expects to be offered by his employer, in a retirement plan of any kind, whether pension, profit-sharing, 401(k), IRA, annuity, SEP, or other type of retirement or deferred compensation plan.

Wife warrants she has disclosed any interest, if any, she may have or that she has been offered by her employer or business, past or present, or reasonably expects to be offered by her employer,

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in a retirement plan of any kind, whether pension, profit-sharing, 401(k), IRA, annuity, SEP or other type of retirement or deferred compensation plan.

Husband shall keep all of his Gray Retirement Account and Wife shall keep all of her retirement accounts. Each party further warrants and represents that there are no outstanding loans against any of that party's accounts listed, and neither party will take any loans or otherwise withdraw any funds from their account(s) until after the other party receives his or her distribution.

As part of the equitable division of the parties' marital property, 37,050.00 of Husband's Fidelity Warner Bros retirement account shall be transferred to Wife as an equalizing payment, plus or minus any gains or losses and any interest or dividends the amount accrues from the valuation date until the date of transfer. The parties agree that the funds shall be valued as of the date of entry of the Final Judgment and Decree. Prior to executing this Settlement Agreement, Husband shall verify that he has not withdrawn anything further from his Fidelity Warner Bros. account since his withdrawal in early 2023. In the event Husband has withdrawn additional funds, said withdrawal shall not affect Wife's awarded portion of the Fidelity Warner Bros. Retirement account and, instead, be fully (100%) assigned to Husband's remaining balance in the account.

The transfer of funds shall be as soon as administratively possible according to the rules and regulations of the plan(s), and the process shall be initiated by Husband within seven (7) days of the date of the Final Decree. The parties agree to use either Matt Lundy. If necessary, the transfer shall be executed through a Qualified Domestic Relations Order ("QDRO"). Preparation of the QDRO, the process of qualifying the QDRO and completion of the transfer of funds through the QDRO shall be prepared, processed and completed by Wife. The parties shall be equally (50/50) responsible for the attorney's fees and costs associated with the preparation, approval process, and completion of the QDRO. The parties agree to cooperate fully in providing any information and/or documentation necessary for the preparation of the QDRO, including, but not limited to, the identity, address and other contact information of the Plan Administrator. Effective upon the transfer to Wife of Husband's equitable division of the parties' retirement accounts, each party shall then release, discharge and waive any and all further claim to any additional award of equitable division in the other party's retirement account(s). Husband's entitlement to the retirement benefits described in this Agreement shall not be terminated, abated, suspended, modified, reduced or affected in any way by his death, remarriage, or any other event.

If any order submitted to the Plan Administrator is held or construed not to be a QDRO within the meaning of the 29 U.S.C. §414(p), the parties stipulate and agree that the Superior Court of Fulton County, Georgia shall retain jurisdiction to modify the order and any such modifications made be made *nunc pro tunc*.

5. **Bank Accounts -**

As an equitable distribution of property, each party shall retain, free from any claim by the other, all bank accounts, savings accounts and other similar accounts in their individual names.

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All joint banking and credit union accounts will be closed out and divided equally. If any joint accounts are later discovered, the parties shall execute any and all documents and take any actions necessary to close such newly discovered joint accounts.

Marital Debts

6. Marital Debts -

Except as otherwise provided for in this Agreement, the parties warrant that there are no joint debts and that each party shall be responsible for the debt in his or her name alone. To the extent that the other party is named as an authorized user on his or her debt, they shall be immediately removed. In the event that a party uses the other party's credit or incurs debt in the other party's name after the date and time of the signing of this agreement, he or she shall be entirely responsible for that debt and shall immediately pay off the debtor or reimburse the other party fully for the debt within 24 hours of the discovery of the debt. Neither Husband nor Wife shall have any obligation for any debt incurred by the other that may be in existence at the time of execution of this Agreement except as is specifically provided for in this Agreement. Any such unspecified debt shall be paid by the party who incurred the debt.

Personal Property

7. Automobiles -

Each party shall retain the automobiles currently in their possession and be solely responsible for all debts, maintenance, repairs, insurance, registration, title, tags, ad valorem taxes, and other expenses associated with their respective automobiles. Husband is currently driving the 2006 VW Passat and Wife is currently driving the 2018 Chevy Equinox. Wife shall also receive the 2008 Honda Pilot which is presently jointly titled in her name and the name of the parties' adult son. Each party shall have the other party's name removed from the title and registration as required within 30 days of signing this Agreement. The parties will contact the insurance company to establish separate insurance policies on their respective vehicles within 30 days of the signing of this Agreement. The parties agree that their son will retain his Honda Pilot.

8. Furniture, Furnishings and Other Personal Property -

Unless otherwise specifically set forth in this Agreement, each of the parties shall hereinafter own, have and enjoy, independently of any claim or right of the other party all items of personal property (tangible and intangible) now or hereafter belonging to him or her and now or hereafter in his or her name, with full power to dispose of the same as fully and effectually as though he or she were unmarried. The parties do further mutually agree that all items of personal property have been divided to their mutual satisfaction and are in the possession of the party to whom they belong, and that such division is fair, equitable and final as between them. Contemporaneously with the execution of this Agreement, Husband hereby transfers, assigns and quitclaims to Wife any interest he may have in and to the furniture, furnishings, fixtures, and personalty located within Wife's residence located in Texas. Contemporaneously with the execution of this Agreement, Wife hereby transfers, assigns and quitclaims to Husband any

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interest she may have in and to the furniture, furnishings, fixtures, and personalty located within Husband' residence located in Georgia. The parties agree that they will duplicate and provide any photos or family videos that the other party desires to have copies of, particularly any photos and videos of their son.

Taxes

9. Taxes -

a. Tax Filings:

The parties represent and confirm to each other that there are no outstanding income taxes due nor any deficiency assessments, late fees, penalties or interest charges that are due to any state revenue agencies or to the Internal Revenue Service for any tax year prior to 2022.

The parties will file a separate tax return for the year 2022 and each year thereafter.

b. Mortgage Interest and Property Tax Deduction:

Husband shall claim the mortgage interest and property tax deduction for the taxable year 2022.

d. Indemnification:

The parties agree that, in the event either or both of them is audited by the federal or state government for a year during which they filed a joint return as a married couple, each will cooperate with the other, their respective accountants and counsel in such audit and shall timely provide records, documentation and appearances as required by the Internal Revenue Service or State Revenue Department. In the event the liability is directly attributable to the fault of one party, that party shall pay any resulting income taxes, penalties and interest assessments, together with the costs of reasonable attorney's fees, accountant's fees, or other expert fees incurred by the innocent party and the at-fault party shall indemnify and hold the other party harmless with respect to such liability.

In the event it is determined there is a tax liability that is not directly attributable to the fault of either party, the parties will cooperate and work together to minimize their tax liability and resolve the issue. Any tax liability will be split between the parties in direct proportion to the percentage of each party's income to the parties' total household income for that tax year.

Any and all refunds that may be derived from an audit will be split between the parties in direct proportion to the percentage of each party's income to the parties' total household income for that tax year.

Should Husband or Wife fail to perform any obligation hereunder, the other shall be entitled to recover any and all losses as assessments together with all expenses, including reasonable attorney's fees.

e. Tax Advice:

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It is expressly understood by the parties that Meriwether and Tharp, LLC., Melissa L. Bowman, Esq., William T. Davis, Esq., and Naggiar & Sarif, LLC., do not hold themselves out as being experts in tax-related matters, have made no representations or recommendations based upon potential tax consequences, and have recommended the parties consult with tax specialists regarding any tax consequences in regard to this Agreement. By execution of this Agreement, the parties acknowledge such recommendation and confirm that, irrespective of whether he or she actually sought, accepted, or disregarded such advice, he or she is fully informed of and satisfied with the tax consequences that may affect him or her. Also, by signing this Agreement, the parties warrant that neither has received or relied on any tax advice from either Meriwether and Tharp, LLC., Melissa L. Bowman, Esq., William T. Davis, Esq. or Naggiar & Sarif, LLC.

Attorneys' Fees and Expenses

10. Attorneys' Fees and Expenses -

The parties understand and agree that each shall be responsible to pay their respective attorney's fees and costs incurred as a result of the instant proceeding. Each party further agrees to defend, indemnify and hold the other harmless from any and all claims by any person, be it an accountant, attorney, appraiser, investigator or otherwise, who rendered or claims to have rendered service to him or her in connection with the proceeding or negotiation of this Agreement.

Additional Clauses (Future Relationship, Waivers, etc.)

11. ***Freedom from Interference*** - The parties mutually agree to live separate and apart at any residence of their choosing. Each party shall be free from interference, harassment, authority and control, direct or indirect, by the other as if single and unmarried, except for any communication required by this Agreement. Each party may engage in any legal employment, business, or profession which he or she may deem advisable, subject to other provisions in this Agreement. Both parties agree that they shall not molest, harass, or interfere with the other whatsoever, nor shall either of them attempt to cohabit or dwell with the other.
12. ***Bankruptcy*** - Husband and Wife agree that in the event either party enters into a bankruptcy that this Agreement will expressly survive such event. It is the parties' intention that if either party seeks bankruptcy protection, the amounts payable under this Agreement including but not limited to alimony, child support, or periodic payments of equitable division shall not be dischargeable in bankruptcy under 11 United States Code Section 523(a)(5), as the payments are in the nature of spousal support and maintenance. Alternatively, the payments shall not be dischargeable in bankruptcy under 11 United States Code Section 523(a)(15).
13. ***Enunciation of Certain Rights*** - Except as provided herein, Husband and Wife each hereby waive any right at law or in equity to elect to take against any Last Will made by the other, including all rights of dower or courtesy, and hereby waives, renounces, and relinquishes unto the other, their respective heirs, executors, administrators and assigns, forever, all and every interest of any kind or character which either may now have or may hereafter acquire

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in or to any real personal property of the other, whether now owned or hereafter acquired by either. By executing this Agreement, both parties waive any legal right he or she may have to be appointed administrator of the estate of the other. The release of marital rights by the other is founded on mutuality of consideration independent of the equitable division of property provided for in this Agreement.

Husband and Wife shall each have the right to dispose of his or her property by will, or otherwise, in such manner as each may in his or her uncontrolled discretion deem proper, and neither one will claim any interest in the estate of the other, except to enforce any obligation imposed by this Agreement.

14. ***Duty to Cooperate & Provide Further Assurances*** - Each of the parties, from time to time, at the request of the other, shall execute, acknowledge and deliver to the other all further instruments/documents (and take such steps which may be reasonably required) necessary to give full force and effect to the provisions of this Agreement. If no time frame is provided, then such actions shall be taken within thirty (30) days from the effective date of this Agreement. If either party shall fail to comply with the provisions of this paragraph, this Agreement shall constitute an actual grant, assignment, and conveyance of property and rights in such manner, and with force and effect, as shall be necessary to effectuate the terms of this Agreement.
15. ***Effective Date of Agreement*** - Except as may otherwise be contained herein to the contrary, the effective date of this Agreement shall be the date it is fully executed by all parties to be charged hereunder.
16. ***Binding Agreement*** - The parties hereby agree to be bound by the terms and conditions of this Agreement. Nothing in this Agreement shall be construed as a relinquishment by either party of the right to prosecute or defend any suit for divorce in any court of proper jurisdiction. Should either of the parties obtain a decree, judgment or order of separation or divorce in any other state, county or jurisdiction, each of the parties to this Agreement hereby consents and agrees that this Agreement and all of its covenants shall not be affected in any way. Unless otherwise stated in this Agreement or disallowed by law, the provisions of this Agreement shall be binding on each party's heirs and assigns.
17. ***Incorporation of Agreement into Judgment*** - A suit for divorce has been filed in the Superior Court of Fulton County. This Agreement shall be presented to the Court and incorporated by reference into a Final Judgment or decree of Divorce from such Court. Notwithstanding such incorporation, this Agreement shall survive and shall be enforceable independently of the Judgment or Decree.
18. ***Voluntary Execution*** - The parties acknowledge and represent that this Agreement is fair and reasonable under the circumstances and that it is not the result of any fraud, duress or undue influence exercised by either party or any third party upon either of them, and that each executes it voluntarily and of their own free will.

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It is further specifically understood and agreed that the provisions of this Agreement relating to the equitable distribution of the parties' property are accepted by each party as a final settlement for all purposes whatsoever.

The parties further acknowledge and represent each has read this Agreement in its entirety and fully and completely understand each and every term and obligation in the Agreement.

19. **Independent Legal Representation** - Husband acknowledges he was represented by Melissa L. Bowman, Esq. of Meriwether & Tharp LLC and that he is fully satisfied with the services and performance of his attorney and that all questions he has have been answered fully and satisfactorily. Wife acknowledges he was represented by William T. Davis, Esq. of Naggiar & Sarif, LLC and she is fully satisfied with the services and performance of her attorney and that all questions she has have been answered fully and satisfactorily.
20. **Waiver of Further Discovery** - The parties understand that they each have the right to obtain and take advantage of discovery tools available to litigants in a court proceeding including, but not necessarily limited to, interrogatories, depositions, requests to produce, an examination of the books and records of the other party, and the procurement of independent valuations of the assets possessed and/or controlled by the other, etc., prior to the execution of this Agreement. Each party expressly represents and agrees that he or she is sufficiently familiar with the income and assets of the other, related financial documents, and documents filed with the Court in this matter. The parties acknowledge that their respective attorneys have explained the advantages and disadvantages of waiving or utilizing the compulsory discovery process. The parties knowingly waive his or her right to further utilize the foregoing discovery tools for the purpose of settling their differences concerning the issues arising out of the marriage. EACH PARTY EXPRESSLY ACKNOWLEDGES THAT DISCOVERY IN THIS MATTER HAS NOT BEEN COMPLETED. The parties have disclosed to the other the full and complete nature and value of all of their presently constituted assets, liabilities and incomes for purposes of entering into this Agreement, which disclosures each covenants to be complete, accurate and true. The parties acknowledge and agree that each party has relied upon the full and accurate disclose by the other with regard to the entire assets and estate of the parties and that such reliance constitutes consideration for entering into this Agreement.
21. **Right to Trial** - The parties acknowledge that each has been informed by their respective counsel of the right to have a court of competent jurisdiction determine all issues arising from the marriage and that if this was done, perhaps, a different result would have been obtained. Each party voluntarily and knowingly waives this right to trial and accepts the terms of this Agreement as being final, complete and binding as to all said issues arising from the marriage.
22. **Strict Performance** - The failure of either party to insist upon strict performance of any provision of this Agreement shall not be construed to be a waiver or any subsequent default or breach of this Agreement.

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23. **Future Acquired Assets** - The parties agree that any property acquired after the effective date of this Agreement shall be his or her separate property.
24. **Time is of the Essence** - Time is of the essence in regard to the obligations of the parties in this Agreement.
25. **Mutual Release** - Except as may be contained herein to the contrary, each party hereby releases and discharges, and by this Agreement does for himself or herself, and his or her legal heirs, representatives, executors, administrators, and assigns, release and discharge the other of and from all causes of action, claims, rights or demands whatsoever, in law or in equity, in which either party ever had or now has against the other, except for any and all causes of action for dissolution of marriage and/or post-judgment enforcement applications to a court of competent jurisdiction.
26. **Entire Understanding** - This Agreement contains the entire understanding of the parties and supersedes any and all agreements previously made by them. There are no representations, warranties, covenants, or undertakings other than those as expressly set forth herein. The parties represent and acknowledge that there have been no collusive agreements whatsoever made either orally or in writing, or any representations made by one party to the other with respect to the obtaining of a decree dissolving the parties' marriage, or with respect to restraining or inhibiting the other from contesting or litigating any pending or future matrimonial cause of action for divorce or compliance application incident to the enforcement of the terms of this Agreement.
27. **Modification or Waiver** - A modification or waiver of any of the provisions of this Agreement shall be effective when and only if made in writing and executed with the same formality as this Agreement. The failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.
28. **Situs** - This Agreement shall be governed in accordance with the laws of the State of Georgia, exclusive of conflicts of law principles. Additionally, the drafting of this Agreement by the attorney for either party shall have no bearing on the interpretation of same.
29. **Communication of Information** - As long as any provision contained herein remains unfulfilled, the parties agree to keep the other informed of his or her residence, email address, and telephone number or such other place as he or she may readily receive communications.
30. **Severability** - This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provisions of this Agreement, or the application thereof to any person, firm, company or other legal entity or circumstance shall, for any reason and to any extent, be invalid and unenforceable, the remainder of this Agreement and the application of said provision to

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other persons, firms, companies or other entities or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

31. Parties' Signatures -

IN WITNESS WHEREOF, the parties have entered into this Agreement on the day and year written next to their respective names. Signed, Sealed and Delivered in the Presence of:

AS TO WIFE

Marice K Jackson DATED: May 25, 2023
Marice K. Jackson

STATE OF TEXAS
COUNTY OF NACOGDOCHES

BE IT REMEMBERED that on this 25 day of May, 2023 before me, the subscriber, a Notary Public, personally appeared Marice K. Jackson, who, I am satisfied, is the person named in the foregoing Agreement, to whom I first made known the content thereof, and thereupon she acknowledged that she signed, sealed and delivered the same as her voluntary act and deed, for the uses and purposes therein expressed.

[Signature]
Notary



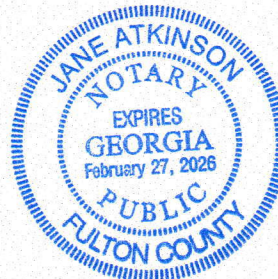
AS TO HUSBAND

Terrell L Jackson DATED: MAY 31, 2023
Terrell L. Jackson

STATE OF GEORGIA
COUNTY OF FULTON

BE IT REMEMBERED that on this 31 day of May, 2023, before me, the subscriber, a Notary Public, personally appeared Terrell L. Jackson who, I am satisfied, is the person named in the foregoing Agreement, to whom I first made known the content thereof, and thereupon he acknowledged that he signed, sealed and delivered the same as his voluntary act and deed, for the uses and purposes therein expressed.

[Signature]
Notary



TLS
HUSBAND INITIAL HERE

WIFE INITIAL HERE

EXHIBIT
B

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

TERRELL L. JACKSON,

PETITIONER,

vs.

MARICE K. JACKSON,

RESPONDENT.

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CIVIL ACTION FILE NO. 2022CV362124

AFFIDAVIT IN SUPPORT OF MOTION FOR JUDGMENT ON THE PLEADINGS

Petitioner Terrell L. Jackson, being of legal age and sound mind, and upon oath deposes and says to the Court as follows:


1. I am Petitioner in this action and I filed my Complaint for Divorce on March 15, 2022.
2. I was a resident of the State of Georgia for at least six (6) months prior to the filing of my Complaint for Divorce.
3. My spouse is subject to this Court's jurisdiction because the marital residence is located in Georgia.
4. My spouse was personally served on April 6, 2022.
5. My spouse and I were married on April 24, 1999.
6. We have lived in a bona fide state of separation since on or about December 9, 2021.
7. There are no minor children born as issue of the marriage.
8. I have brought this Complaint for Divorce on the grounds that the marriage is irretrievably broken and there is no hope for reconciliation.

9. My spouse and I have entered into a Marital Settlement Agreement settling all outstanding issues between ourselves, including alimony and equitable division of property and debt. I have read and signed this Marital Settlement Agreement, and am asking the Court to approve it and make it an Order of the Court.

This 6 day of JUNE, 2023.


Terrell L. Jackson
Petitioner

Sworn to and subscribed before me
this 6 day of JUNE, 2023.


Notary Public
My Commission Expires: Feb 27 2026

