

JUN 15, 2022 04:54 PM

*Cathelene Robinson*  
Cathelene Robinson, Clerk  
Fulton County Superior Court

IN THE SUPERIOR COURT OF FULTON COUNTY  
STATE OF GEORGIA

THOMAS EDWARD HORNBAKER }  
Petitioner, }  
v. }  
AMY ELIZABETH HORNBAKER }  
Respondent. }

CIVILE ACTION FILE NO.

2022 CV364755

SETTLEMENT AGREEMENT

This Settlement Agreement is made this the 15<sup>th</sup> day of June, 2022, at Marietta, Georgia, by and between THOMAS EDWARD HORNBAKER, hereinafter referred to as "Husband," "Father," and/or Petitioner," and AMY ELIZABETH HORNBAKER, hereinafter referred to as "Wife," "Mother," and/or Respondent."

In consideration of the mutual undertakings herein contained, the parties agree as follows:

STATUS OF PARTIES

Date of Marriage

1. The Parties were married on September 2, 2006, and ever since that date, have been, and are now, Husband and Wife.

Children of Parties

2. The Parties have two minor children as issue of their marriage, Addison, born 2009; and Zachary, born 2010. There are no additional children anticipated to be born as an issue of this marriage.

Separation of Parties

3. Husband and Wife separated in March 2021 and have been living in a bona fide state of separation ever since. Unhappy differences have arisen between the parties and, as a result, the Husband and Wife intend to live separate and apart from the other and desire to settle and adjust all matters relating to their marital duties; past, present, and future support of the other; property rights, both real and personal, that each may have by virtue of their marriage; and payments in the nature of alimony or other allowances to which either might be entitled in the event of a separation or divorce.

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## CONSIDERATION AND PURPOSES OF AGREEMENT

### Consideration

4. The consideration for this Contract and Agreement is the mutual benefits to be obtained by both of the parties hereto and the covenants and agreements of each of the parties to the other. The adequacy of the consideration for all agreements herein contained is stipulated and admitted by the parties.

### Permanent Property Settlement

5. It is the purpose and intent of this Agreement to settle forever and completely the interests and obligations of the parties in all matrimonial property as between themselves, their heirs, and assigns. The parties have attempted to divide their matrimonial property in a manner that conforms to a just and right standard, and with due regard to the rights of each party. The division of existing marital property is not intended by the parties to constitute in any way a sale or exchange of assets.

## PROPERTY OF THE PARTIES

### FULL DISCLOSURE

6. Each party represents and warrants that he or she has made a full and fair disclosure to the other of all his or her property interests of any nature whatsoever and that such property is subject to no mortgage, pledge, lien, charge, security interest, encumbrance, or restriction except those which are disclosed herein. Each party further represents and warrants that he or she has not made any gifts of property without the prior consent of the other.

### Real Property

7. A house with attachments and improvements titled in the joint names of the parties, and located at 5790 Sunset Maple Drive, Alpharetta, Georgia 30005 (hereinafter referred to as "Marital Residence"). This parcel secures a mortgage in the sole name of the Husband, with both Husband and Wife on the deed.

## DIVISION OF PROPERTY

### Property to Husband

8. The Husband shall own, have, and enjoy as his separate property the following described properties, rights, and interests:

- (a) The Bank of America Joint checking account (jointly held by Husband and Wife) (account no. \*\*\*\*1381) will hereafter be maintained and operated solely by Husband. Husband shall retain  $\frac{1}{2}$  of the account balance at the time of the divorce. The parties shall work together to remove Wife from said account after the sale of the Marital Residence.
- (b) The Bank of America savings account (jointly held by Husband and Wife) (account no. \*\*\*\*7417) will hereafter be maintained and operated solely by Husband. Husband shall retain  $\frac{1}{2}$

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of the account balance at the time of the divorce. Husband shall remove Wife from said account after the sale of the Marital Residence.

(c) The Variable Universal Life Insurance Policies (jointly held by Husband and Wife) (account nos. \*\*\*\*301004, \*\*\*\*327004) will hereafter be closed and the cash proceeds be deposited into the joint savings account to be divided pursuant to subsection (b) above.

(d) Any and all bank accounts in his sole name evenly with Wife to be divided 50/50;

(e) Any and all 401(k)s, retirement plans, stock, pension plans, and profit-sharing plans in Husband's name at the time of the divorce will be split 50/50 with Wife; after deducting any monies accrued prior to marriage in the form of a (this includes accounts with Principal ending in \*\*1649, and Vanguard ending in \*\*1686). 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 thirty (30) days of the date of the Final Judgment and Decree of Divorce. If necessary, the transfer shall be executed through a Qualified Domestic Relations Order ("QDRO"). ;

(f) The investment account with E\*TRADE, held jointly between husband and wife ending in 9896 will be divided in half;

(g) Until the Marital Residence is sold, Husband shall be responsible for 60% of any indebtedness associated with the **Marital Residence** located at 5790 Sunset Maple Drive, Alpharetta, Georgia 30005. Said indebtedness shall include but not be limited to the mortgage, utilities, insurance, taxes, etc. Husband shall move out of residence within one month of the execution of this agreement.

(h) Husband shall keep and retain as his sole and separate property the 2015 Infinity QX60 vehicle currently in his possession ("Husband's Vehicle"). Wife forever waives, releases, and relinquishes all claims against Husband's Vehicle. Wife shall immediately execute whatever documents necessary to effectively release all title, legal interest, and claim of Husband's Vehicle to Husband. Husband shall be solely liable and responsible for all financial obligations relating to Husband's Vehicle, including but not limited to loan payments, insurance premiums, taxes, registration, maintenance, and all other liabilities associated with Husband's Vehicle.

(i) All furniture, furnishings, fixtures, clothing, jewelry, and personal effects currently in the possession and control of the Husband.

#### Property to Wife

9. The Wife shall own, have and enjoy as her separate property the following described properties, rights and interests:

(a) Wife shall keep and retain as her sole and separate property the 2014 Mercedes Benz GLK 350 vehicle currently in her possession ("Wife's Vehicle"). Husband forever waives, releases, and relinquishes all claims against Wife's Vehicle. Husband shall immediately execute whatever

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documents necessary to effectively release all title, legal interest, and claim of Wife's Vehicle to Wife. Wife shall be solely liable and responsible for all financial obligations relating to Wife's Vehicle, including but not limited to loan payments, insurance premiums, taxes, registration, maintenance, and all other liabilities associated with Wife's Vehicle.

(b) Until the Marital residence is sold, Wife shall be responsible for 40% of any indebtedness associated with the Marital Residence. Said indebtedness shall include but not be limited to the mortgage, utilities, insurance, taxes, etc.

(c) Any and all bank accounts in her sole name will be split 50/50 with Husband;

(d) Any and all 401(k)s, retirement plans, pension plans, and profit-sharing plans in the Wife's name shall be split 50/50.

(e) All furniture, furnishings, fixtures, clothing, jewelry, and personal effects currently in the possession and control of the Wife.

10. Within 5 days of finalization of divorce and receipt of copy of decree, request for splitting and disbursement of all retirement accounts shall be initiated by the account holder.

All other property interests

11. Each party expressly waives all his or her future rights, title, and interest in and to any pension, profit sharing, or employee benefit plans of the other Party. This provision expressly includes 401(k)s, retirement plans, stock, pension plans, and profit-sharing plans. This provision shall not prohibit a Party from voluntarily providing benefits from his or her plan to the other Party at any subsequent date. Pension, profit sharing, and employee benefit plans are defined to exclude any and all Social Security or other governmental benefits the Parties may be entitled to by virtue of marriage.

12. Except as otherwise provided in this Agreement, Husband shall keep and retain sole ownership of any bank checking and bank savings accounts Husband has in his individual name or jointly with any third party. Wife forever waives and relinquishes any claim or legal interest she has in any of Husband's bank accounts. Wife shall keep and retain sole ownership of all bank checking and bank savings accounts in Wife's name either individually or jointly with any third party. Husband forever waives and relinquishes any claim or legal interest he has in any of Wife's bank accounts. Within thirty (30) days of the execution of this Agreement, the Parties shall execute any necessary documents removing one another from each other's aforementioned accounts. The Parties shall indemnify each other and hold harmless one another from any and all financial liability associated with each party's respective account.

DEBTS AND OBLIGATIONS OF THE PARTIES

13. During the marriage, the parties incurred the following debts:

(a) Marital Residence Mortgage;

(b) Credit Card debt; and

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(c) Bank of America joint account # ending in 3901

**PAYMENT OF DEBTS AND OBLIGATIONS**

No Charges to Other Spouse's Credit

14. Neither party shall at any time after the date of this Agreement contract or incur any liability on behalf of the other nor is either party to obligate the other or charge on each other's credit in any manner whatsoever.

15. The parties hereby represent to one another there are no joint credit cards or any other joint liabilities except those specifically set forth here in this settlement agreement. Any and all joint credit cards that currently have no outstanding liabilities shall be closed immediately.

Debts to be Paid by the Husband

16. The Husband shall assume full and complete responsibility for payment of the following debts and obligations:

(a) 60% of the cost of the Marital Residence Mortgage.

(b) Any and all debts currently in the sole name of the Husband and not expressly set forth herein.

17. With respect to each and every account and item of indebtedness, the Husband shall indemnify the Wife against any and all suits, claims, and demands with respect to each and every one of said debts.

Debts to be Paid by the Wife

18. The Wife shall assume full and complete responsibility for payment of the following debts and obligations:

(a) 40% of the cost of the Marital Residence Mortgage.

(b) Any and all debts currently in the sole name of the Wife and not expressly set forth herein.

19. With respect to each and every account and item of indebtedness, the Wife shall indemnify the Husband against any and all suits, claims, and demands with respect to each and every one of said debts.

Disposition of the Marital Residence

20. The parties agree to place the Marital Residence on the market for sale within 10 days of the execution of this Agreement. The parties shall mutually agree upon the selection of a realtor and shall take said realtor's advice on the initial listing price of the Marital Residence, as well as any decreases or increases in offering price. The parties shall work together to review all offers on the Marital Residence and to select the one that is the highest and best offer. If the parties disagree as to which offer to accept, they may permit the realtor to decide. Husband shall be entitled to 50% of the net proceeds and Wife shall be entitled to 50% of the net proceeds. The parties shall cooperate with one

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another and execute all documents necessary to effectuate the sale of the Marital Residence.

Mortgage Interest Deduction

21. Husband shall be entitled to claim 100% of the Mortgage Interest Deduction associated with the Marital Residence Mortgage, if any, for the tax year 2022.

GENERAL PROVISIONS

Tax Matters

Amended Return

22. In the event it becomes necessary for any joint return filed by the parties to be amended, both parties shall cooperate in the filing of such amended return. If one party unreasonably refuses to cooperate in the filing of an amended return, that party shall be liable to the other for any additional taxes, interest, penalties, total amount of lost refund, and cost and attorney's fees incurred on account of such refusal, in addition to any other remedies provided under this Agreement. Husband and Wife shall be equally responsible for making any increased tax payments, penalties and interest which may become due by reason of the filing of such amended return, and for all costs associated with the preparation of such return; provided, however, that a party shall be solely responsible for payment of the same to the extent such amount due is clearly attributable to a position taken on the applicable tax return that had no basis in fact or that was unlawful by such party, of which the other party had no knowledge.

23. Husband and Wife will file joint federal and state tax returns for the calendar year 2021 and will split any refund received with Husband receiving 50% of any such refund, and Wife receiving 50%. Each party agrees that the refund will be applied towards Credit Card debt and balance in Joint Savings.

24. The parties agree that Mother shall have the right to claim Addison as a "dependent" and Father shall have the right to claim Zachary as a "dependent" on all income tax returns beginning in 2022. Additionally, the parties agree to file separate tax returns for 2022 and all subsequent years.

Cooperation in Event of Audit

25. In the event that any tax return filed by Husband and Wife, or either of them, is subjected to audit, the other party shall reasonably cooperate with the party being audited, upon request, and shall provide such documents as may be necessary to the auditing agency and attend such meetings as may be required by the auditing agency. The party being audited shall be responsible for any costs incurred by the other party in producing any documents required hereunder. In the event that a party fails to cooperate, that party shall be liable to the other for all taxes, penalties, interest, costs, and attorney's fees reasonably attributable to such failure to cooperate.

Tax Advice

26. Without anyway limiting the generality of the foregoing language, the Parties specifically

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understand that tax advice was not offered by Mother's attorney or Father's attorney in this matter, nor by any partner, associate, or employee; and the Parties have been advised to seek help from a competent Certified Public Accountant (C.P.A.) or other tax consultant for advice and guidance regarding taxes and the tax impact of this Agreement, and for such other advice and filings as may be appropriate; and the parties further understand that such documents, reports, or elections to be filed pursuant to such advice must be filed by the parties or either party or by the C.P.A. or other tax consultant engaged by the parties or either party.

### CUSTODY AND VISITATION

#### JOINT LEGAL CUSTODY

27. The parties shall share joint legal custody of their minor children. Both parties shall have equal rights and responsibilities for the significant decisions concerning educational, health care, and religious training issues affecting the parties' minor children. Decisions regarding the children's education, moral-ethical-religious training, cultural and artistic training, non-emergency health care, standards of conduct, supervision, athletic, travel, and social activities, and general welfare and being shall be made by both parents. Both parents shall consider the desires of the minor children in making these decisions. Both parents shall attempt to work together to avoid disputes; however, in the event the parties cannot agree, Mother shall have final decision-making authority for religious upbringing, non-emergency healthcare and education, while Father shall have final decision-making authority for extra-curricular activities.

#### PHYSICAL CUSTODY

28. A set forth in the parties parenting plan attached hereto as Exhibit A, the parties will have joint physical custody of the minor children, with Mother being the primary physical custodian and Father being the secondary custodian with liberal custody time. Each parent shall make decisions regarding day-to-day care of the child while the children are residing with or in the care of that parent, including any emergency decisions affecting the health or safety of the children.

29. The Husband and Wife each shall exercise their respective custody rights in a wholesome atmosphere and environment, consistent with the moral and physical well-being of the minor children. Neither party shall place the minor children in a position inconsistent with the intent as discussed herein. The Husband and Wife shall be entitled to parenting time with the minor children at any time as is mutually agreeable to the parties. In the event the parties are unable to agree, the parties shall have parenting time with the parties' minor children as follows:

#### REGULAR PARENTING TIME

30. The parties agree to abide by the Parenting Plan, attached hereto and incorporated as if fully set forth herein as Exhibit "A."

### GENERAL CUSTODY PROVISIONS

31. The parties agree that neither their custody nor visitation rights shall interfere with the

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children's school attendance during the regular academic year. The parties similarly agree that they will endeavor to refrain from interfering with the children's extra-curricular activities.

32. It is specifically agreed that both parents will at all times have full and complete access to the minor children's physicians, teachers, and counselors, and each party shall be able to attend any of the children's school or extra-curricular functions, including, but not limited to, parent-teacher conferences, sporting events, and recitals.

33. Each party has the authority to authorize emergency medical care for the minor children, in the event that the children become seriously ill or injured. The parent having physical custody of the children at the time of the injury or illness shall call and alert the other parent of the emergency at the earliest possible opportunity.

34. If any emergencies of any kind occur relative to the children, each party will notify the other party immediately. School records, emergency notification cards, and all other such records will include the name, address, and contact information of both parents, with the Wife as first emergency contact and Husband as second emergency contact.

35. Each party shall keep the other notified of his or her address and telephone number so that each party may know the whereabouts of the minor children and be able to contact the other party in the event of an emergency. Each party shall promptly notify the other of a change in address, phone number, cell phone number, or email address. Should either party make a change of residence, the moving party shall inform the non-moving party no less than thirty (30) days prior to the move and shall provide the non-moving party with the full address of the new residence.

36. Both parents agree that they have the following mutual goals for their children: 1) that the children have access to both parents; 2) that academic achievement, including college, be encouraged; 3) that both parents work together to see that the children continue to be in a happy, well-adjusted and stable environment; and 4) that the children continue to be involved in extracurricular and social activities, but not to the extent that they become overloaded.

37. Both parents agree to give support to each other in their role as a parent, and to take into account the consensus of the other for the emotional and physical well-being of their children. Each parent will make every attempt to keep the other parent informed of any activities of their children that could reasonably be expected to be of significant concern to the other.

38. Each party shall endeavor to foster a feeling of genuine affection between the children and the other party, and neither party shall do anything, which may tend to estrange the children from the other party or in any way impair the love and affection of the child for the other parent.

39. No member of the opposite sex other than a family member shall spend the night while the children are with the custodial parent. Once the parent is in a consecutive four month relationship after the signing of the settlement agreement, the other parent has the right to meet the person prior to introducing the person to the children and/or spend the night while the children are with that

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custodial parent.

#### Child Support

40. In determining child support, the parties agree that Husband has the earning capacity to earn approximately \$16,125.00 per month and that Wife earns \$9,166.67 per month. The presumptive amount of child support, therefore, is \$2,326.37; Husband shall pay the total amount of \$2,015.00 to Wife when the Child support worksheet factors in a deviation for the amounts being contributed to the Children's college fund. The parenting plan provides that the Wife shall have primary physical custody of the children. The child support shall start the first day of the first month following the entry of the final judgment and decree of divorce.

41. Moreover, in support of the minor children, the Parties agree to be financially responsible for the following:

- (a) Mother agrees to provide health insurance for the minor children;
- (b) Father shall be responsible for 60% of childcare and summer camps
- (c) Father shall be responsible for 60% of any and all costs associated with extra-curricular activities; and,
- (d) Father shall be responsible for 60% of any out-of-pocket medical expenses associated with the minor children.

#### Medical Insurance

42. Mother shall be responsible to provide and maintain health, vision, and dental insurance coverage for the minor children. Mother shall also be responsible for 40% of any out-of-pocket expense associated with the minor children. If the Mother is the paying party, she shall be responsible to submit all receipts and invoices for medical services rendered to the Father within thirty (30) days of payment, and the Father shall then reimburse the Wife for all such receipts or invoices within thirty (30) days of his request for reimbursement. The party incurring such an expense shall provide all receipts and records necessary for the opposite party to make necessary claims on insurance and both parties shall at all times have the most current insurance information and documentation, including but not limited to, policies and cards.

#### Medical, Dental, and Automobile Insurance

43. Mother and Father will be responsible for obtaining and paying for their respective automobile, medical, and dental insurance.

#### Will Provisions

44. Each of the parties agree, within sixty (60) days of the signing of this agreement they will make and keep in full force and effect at all times until each child reaches the age of 18, a legal will division and bequeathing not less than 75% of that party's net estate to Addison Hornbaker and Zachary Hornbaker. Such Wills shall designate that the surviving parent shall act as the children's

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guardian and/or trustee of all estate assets received by the children during the children's minority. With the additional provision that the funds be made available for disbursement only upon need for the benefit of the children (i.e. medical expenses or additional and/or extra ordinary educational expenses) Each party will promptly provide to the other a copy of the relevant portion of any and all such wills.

#### Life Insurance Policy

45. As long as Husband is required to pay spousal support hereunder, he shall maintain in effect with the children as the irrevocable beneficiary a policy or policies of insurance on the husband's life with a face value of not less than \$500,000. Wife shall also maintain in effect with the children as irrevocable beneficiary a policy or policies of insurance on the wife's life with a face value of not less than \$500,000.

#### Alimony

46. The Husband shall pay to Wife, by deposit to the Wife the sum of \$1,200 per month as alimony due by the first day of each month beginning the first of the month after the signing of the Final Order by the Court for a duration of six (6) years.

#### Waiver of Right to Modify Alimony

47. The parties hereby agree to waive all future rights to seek a statutory modification of alimony, rehabilitative or otherwise, pursuant to O.C.G.A Section 19-6-19, and/or any and all future laws regarding alimony modification as may be enacted in this or any other state. Each party in signing this Agreement intends a knowing and express waiver of his or her statutory rights of modification of alimony, and specifically relies upon the case of Varn v. Varn, 242 Ga. 309, 248 S.E.2d 667 (1978).

#### Irretrievably Broken

48. The parties acknowledge that the marriage is **Irretrievably Broken**, as defined by Georgia Law, and there is no hope or possibility of reconciliation, nor does either party desire additional time to try to reconcile.

#### Effect of Reconciliation

49. In case of reconciliation between the parties, the provisions of this Agreement shall not be affected unless a new Agreement is entered into in writing revoking this Agreement.

#### Right to Live Separately and Free from Interference

50. Each party shall have the right to live separately and apart from the other at any place or places that he or she may select. Neither party shall molest, harass, injure, interfere with, or threaten the other party in any manner whatsoever. Each party may carry on and engage in any lawful employment, profession, business, or other activity as he or she may deem advisable for his or her sole use and benefit. Neither party shall interfere with the use, ownership, enjoyment, or disposition of any property now owned or hereafter acquired by the other.

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Other Marital Rights

51. Each party understands that, by executing this Agreement, he or she hereby waives and releases any right or claim, including, but not limited to, the right of dower, curtesy, year's support, and any rights of inheritance pursuant to the laws of intestacy that he or she may have against the other or his or her estate by reason of the marriage of the parties, except for those rights and claims for which this Agreement expressly provides. This release of rights by each party is founded upon mutuality of consideration independent of the equitable division of property provided for herein, the sufficiency and receipt of which is hereby acknowledged. Each party waives any right he or she may have to be the appointed administrator of the estate of the other.

Discovery

52. The parties acknowledge that they have each been advised that each of them has the right of discovery under Georgia law wherein each of them could question the other party under oath, compel the production of documents, subpoena witnesses and other certain valuable rights available to them pursuant to the Georgia discovery procedure. Each party has hereby agreed that they shall waive such rights connected with discovery and hereby voluntarily enter into this Agreement.

Governing Law

53. This Settlement Agreement shall be governed by and shall be construed in accordance with the laws of the State of Georgia.

Attorneys

54. The parties acknowledge that Michelle E. Taylor and the law firm of Hobson & Hobson, P.C represented the Husband in this matter, and not the Wife.

55. The parties acknowledge that the Wife was engaged Elizabeth Findley from the Swilling Family Law Firm to review this settlement agreement.

56. Each party shall use their separate bank accounts for their own respective attorneys' fees and cost of litigation,

57. Each party, by executing this agreement, warrants that they are satisfied with their respective representation.

Opportunity to Inspect Agreement

58. Each party hereby acknowledges that he or she has been afforded the opportunity to be represented by an independent attorney of his or her own selection and choice in the negotiation and preparation of the Settlement Agreement. Each party represents that this Agreement has been carefully explained to his or her satisfaction. Each party has carefully read this Agreement and is completely aware not only of its contents but also of its legal effect. Since this Agreement is a joint effort of the parties, it should be construed with fairness as between the parties and no more strictly enforced against one or the other. Each party has entered into this Agreement freely and voluntarily.

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Amendment or Modification

59. Once effective, this Settlement Agreement may be amended or modified only by written instrument signed by both of the parties and acknowledged before a person authorized to take acknowledgments which shall be equally binding as if made initially and in full force and effect.

Incorporation and Survival

60. This Agreement is made without in any manner consenting to divorce between the parties but nothing contained herein shall be construed to bar or prevent either party from suing for absolute divorce in any court of competent jurisdiction. This Agreement shall be offered in evidence in the above-styled matter, and if acceptable to the Court, shall be incorporated by reference into any decree, which may be granted between the parties hereto. Notwithstanding such incorporation, this Agreement shall survive independently of such Final Judgment and Decree of Divorce.

Release of Claim

61. Each of the parties hereto does hereby relinquish, release, waive and quitclaim to the other party, all right of dower, homestead, and all property rights which such party now has or may have, as husband and wife, widower, widow, or otherwise, or by reason of the marital relationship now existing between them, or by virtue of any law whatever nature which may hereafter be enacted, in or to the property, assets or estate of the other party, whether now owned or hereafter acquired by such other party. Each of the parties further agrees that he/she will never, at any time hereafter, sue the other party or assert a claim of any kind against such other party, or against the estates of the heirs, executors, administrators or assigns of such other party for the purpose of enforcing a right of claim which is asserted in violation of this Agreement.

Complete and Final Settlement

62. The provisions of this Agreement are intended and accepted by Wife and Husband as a full and final settlement of any and all rights or obligations either may have from or to the other arising out of or in any way incidental to their marriage to each other. The Wife and the Husband acknowledge that each is satisfied with the provisions of this Agreement and enters into the same voluntarily and without duress. Further, both parties hereby acknowledge that this Agreement contains the entire agreement between the parties and shall become effective and binding on the date first written below.

Acknowledgment

63. This Agreement does and shall constitute the full and complete agreement between the parties. It is fully understood by each party, and it is fully acceptable to each party. Each party expressly acknowledges that he and she have had the opportunity to consult independent legal counsel of his and her own choice regarding the contents and effect of this agreement. No oral statement or prior written matter extrinsic of this Agreement shall have any force or effect. The parties are not relying on any representations other than those expressly set forth herein.

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Severability

64. The parties understand and agree if any part, provision, term, or condition as specified in this Agreement is declared or held by a Court of competent jurisdiction to be invalid, void, or unenforceable, in part or in whole, then in that event the remainder of this Agreement and all the provisions contained herein shall remain in full force and effect.

Further Assurances

65. Each party covenants that he or she will, upon request of the other, now or at any time in the future, execute any and all documents and do any and all other things needful or reasonably necessary to affect the terms and the intent of this Agreement or to ensure the other party's ability to enjoy her or his rights under this Agreement. Such actions may include, by way of example and not by way of limitation, execution of deeds, title documents, assignments, registration documents, waivers, disclaimers, affidavits, court documents, and the like.

Agreement Contains Entire Understanding of the Parties

66. This Agreement contains the entire agreement of the parties, except as to the issue of the entitlement of either party to a divorce. The parties acknowledge that there are no representations, warranties, promises or undertakings not herein set forth. Any Paragraph or Article headings are for the purpose of convenience only and shall not be deemed to reflect any intent of the parties to be a part of this agreement.

67. No oral statement or prior written matter extrinsic of this Agreement shall have any force or effect. The parties are not relying on any representations other than those expressly set forth herein.

Drafting of Agreement

68. This Agreement was arrived at on the basis of negotiations between the parties, and it shall be deemed to have been drafted by both parties and not by one party or the other. Each party acknowledges that the contents of this Agreement have been reviewed and are understood by each party prior to its execution.

Binding Effect

69. The terms and provisions of this Agreement are binding upon the heirs, successors, assigns and other representatives of the parties hereto.

**FUTURE EARNINGS, ACQUISITIONS, GIFTS OR INHERITANCES**

70. All income, earnings, or other property received, inherited or acquired by either party to this Agreement on or after the date of execution of this Agreement shall be the sole and separate property of the receiving, inheriting or acquiring party. Each party, as of the effective date of this Agreement, does hereby and forever waive, release, and relinquish all right, title, and interest in all such income, earnings, inheritance or other property except as necessary to collect any sums due hereunder in the event of default.

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Non-Waiver Clause

71. Failure to enforce any provision of this Agreement will not constitute a waiver of that provision. Any and all waivers to this Agreement must be made in writing.

72. Both parties acknowledge notice and knowledge of said proceedings, service of process, and waiver of all other and further notice as provided by law, or by the Uniform Rules for the Superior Courts of the State of Georgia, or local Court Rule. Both parties acknowledge the said case may be tried any time after thirty-one (31) days of service.

Mental Capacity of Each Party

73. The Parties both acknowledge that they are entering into this Agreement freely and voluntarily; that they have read each page of the Agreement carefully before signing same; they have ascertained and weighed all the facts and circumstances likely to influence their judgment herein; they have had the opportunity to seek legal advice and counsel independently of each other; they both have given due consideration to each provision of this Agreement; and that they clearly understand and freely assent to all the provisions hereof. The Parties acknowledge to the other that each is mentally competent and is not suffering under any disabilities.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals to this Agreement, on the day and year first above written.

*Tom Hornbaker*

Tom Hornbaker, Husband

*Amy Hornbaker*

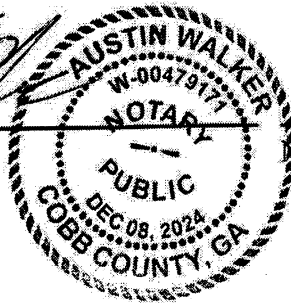
Amy Hornbaker, Wife

Sworn to and subscribed before me this  
15 day of June, 2022.

Sworn to and subscribed before me this  
15 day of June, 2022.

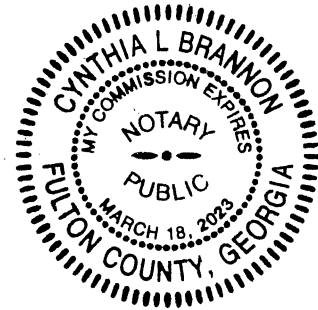
*Austin Walker*

Notary Public



*Cynthia L Brannon*

Notary Public



TH

Thomas Edward Hornbaker v. Amy Elizabeth Hornbaker  
In the Superior Court of Fulton County  
Settlement Agreement  
CAFN: \_\_\_\_\_

AH