

**SEPARATION AND CHILD CUSTODY
AND PROPERTY SETTLEMENT AGREEMENT**

WHEREAS, _____, hereinafter referred to as "Wife", and _____
_____, hereinafter referred to as "Husband", are now married; and

WHEREAS, the parties were separated on or about the ____ day of _____, 20____,
in _____ County, Mississippi, and since that date have been living separate and apart; and

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

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

1. **CHILD CUSTODY:** Husband and Wife were married on the ____ day of _____
____, 20____, and during the course of the marriage, ____ child(ren) were born, namely _____
_____, born on the ____ day of _____, 20____, and _____,
born on the ____ day of _____, 20____. Both Husband and Wife are proper persons to have
the permanent legal and physical custody, care and control of the minor children of the parties.
However, Wife shall have the permanent physical and legal custody, care and control of the minor
children of the parties, subject to Husband's reasonable visitation rights as provided in this
Agreement. "Physical Custody" of the children by Wife means that the children shall reside with
and shall be under the care and supervision of Wife, subject only to Husband's visitation rights, and
other rights stated herein.

Both Husband and Wife shall have joint legal custody of the minor children of the parties.
"Joint Legal Custody" means that Husband and Wife shall share the decision-making rights, the
responsibilities and the authority relating to the health, education and welfare of the children, and
shall, therefore, make joint decisions concerning the children's health, education and welfare. Both
Husband and Wife shall exchange information concerning the health, education and welfare of the
minor children, and shall confer with one another in the exercise of decision- making rights,

responsibilities and authority. Husband and Wife shall have equal access to all medical, dental and school records concerning the minor children. _____ shall be entitled to claim children as dependents for Federal and State Income Tax.

2. VISITATION RIGHTS OF HUSBAND: Husband shall have reasonable visitation rights with the minor child(ren) of the parties and, specifically, shall be entitled to visitation on the first and third weekends of each month beginning Friday evening at 6:00 p.m. until Sunday evening at 6:00 p.m.; to visit with the minor children of the parties on Christmas Eve from 10:00 p.m. until December 31, at 6:00 p.m.; alternating holidays, namely New Year's Day, Labor Day, Thanksgiving Day, Easter, Memorial Day and July 4th, beginning with Easter, 20____; the children's birthdays at such time as may be reasonable; Fathers Day; and to visit with the children for four (4) full weeks during the summer holidays from school. Husband shall also have visitation rights with the minor children of the parties at such reasonable times as may be agreed upon by the parties hereto.

3. CHILD SUPPORT: Husband shall pay unto Wife the sum of \$_____ per month per child as child support for the children of the parties hereto. The child support payment shall begin on the first day of the month immediately following the month in which this Agreement was executed by both Husband and Wife, and shall thereafter be payable by the fifth (5th) day of each month, until the children become self-supportive, emancipated, married or an adult.

Husband and Wife shall be equally responsible for the children's health, dental and hospitalization expenses, to the extent not covered by insurance. Husband shall provide and maintain a policy of medical, health and hospitalization insurance on the minor children of the parties, and Wife shall maintain a policy of dental insurance on the children of the parties. Husband and Wife shall be equally responsible for the children's college education, including tuition, living expenses, travel expenses, and any other expenses reasonable relating to their college education, should they desire to attend college while unmarried.

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

Wife shall be entitled to the exclusive use and possession of the marital residence of the parties located at _____.

5. LEGAL REPRESENTATION DISCLOSURE: Each party agrees that _____
_____ has only represented the _____ in the negotiation and

preparation of this document, and regarding any divorce proceeding, and that _____
_____ has consulted, or had opportunity to consult, with any attorney of his/her choice. Each
agrees to pay their respective attorneys for his or her services.

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

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

8. FULLY READ AND UNDERSTAND: Each party represents and acknowledges
that he or she has fully read this Agreement, consulted with each other, carefully considered same,
and have signed and executed same after such consultation, and after consulting with their
respective attorneys, that the signing of this Agreement is free and voluntary without force or
collusion by either party or any third party, and that each party signed same with the full knowledge
of said party's rights, obligations, and responsibilities.

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

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

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

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

13. HEIRS AND ASSIGNS: This Agreement shall be binding upon the heirs,

administrators, estate and assigns of the parties.

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

Husband's signature

Wife's signature

STATE OF MISSISSIPPI
COUNTY OF _____

PERSONALLY appeared before me, the undersigned authority in and for the county and state aforesaid, the with named _____, who, being by me first duly sworn, states on her oath that the matters and facts set forth in the above and foregoing Separation and Child Custody and Property Settlement Agreement are true and correct as therein stated.

Husband's signature

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the ____ day of _____, 20__.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

STATE OF MISSISSIPPI
COUNTY OF _____

PERSONALLY appeared before me, the undersigned authority in and for the county and state aforesaid, the within named _____, who, being by me first duly sworn, states on his oath that the matters and facts set forth in the above and foregoing Separation and Child Custody and Property Settlement Agreement are true and correct as therein stated.

Wife's signature

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the ____ day of

_____, 20__.

MY COMMISSION EXPIRES:

NOTARY PUBLIC