

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT,
IN AND FOR SEMINOLE COUNTY, FLORIDA

Case No.: 2023-DR-004231

IN RE THE MARRIAGE OF:

SHIRLEY E. MUNZ,
Petitioner/Wife,

and

MILLARD S. MUNZ,
Respondent/Husband

FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE

THIS CAUSE came to before the Court upon the Petition for Dissolution of Marriage filed by Petitioner, Shirley E. Munz. After reviewing the Court file, the Court FINDS as follows:

1. The Court has jurisdiction of the parties and the subject matter herein.
2. The Petitioner has been a resident of the State of Florida for at least six (6) months prior to the filing of the Petition for Dissolution of Marriage.
3. The parties were married on or about September 8, 1979.
4. There are no children of the parties under the age of 18 or otherwise entitled to support, and none are expected.
5. Irreconcilable differences exist and have caused the irretrievable breakdown of the marriage, and all efforts and hope of reconciliation would be impracticable and not in the best interests of the parties.
6. The parties wish to settle between themselves their respective rights, duties, and obligations regarding property and liabilities, and so have entered into a written Marital Settlement Agreement. This Agreement, was entered into voluntarily by each party, and has been filed of record and introduced into evidence at the final hearing in this cause.

IT IS, therefore, **ORDERED** and **ADJUDGED** as follows:

1. The parties are awarded Judgment for Dissolution of Marriage, and the bonds of matrimony heretofore existing between Shirley E. Munz (hereinafter referred to as "Petitioner" or "Wife") and Millard S. Munz (hereinafter referred to as "Respondent" or "Husband") are hereby dissolved.

2. The Marital Settlement Agreement of the parties, filed with this Court on December 14, 2023 under Docket No. 10 and incorporated herein by reference for all purposes, is approved and expressly made a part of this Final Judgment for Dissolution of Marriage, and all of the terms and provisions of said Agreement are RATIFIED, CONFIRMED, and ADOPTED as Orders of this Court to the same extent and with the same force and effect as if its terms and provisions were set forth verbatim in this Final Judgment, and the parties are **ORDERED** to comply with the terms and provisions of said Agreement.

Real Estate

3. There exists certain real property in which one or both parties may claim an interest, herein referred to as the "Marital Home," located at 309 Twelve Oaks Drive, Winter Springs, Florida 32708.

4. The Marital Home shall be sold at fair market value as soon as practicable, subject to the provisions of sale set forth below.

5. The parties shall attempt to sell the property without a listing with a broker or salesperson licensed by the Florida Real Estate Commission.

6. The property shall be sold for a price and/or under terms that are mutually agreeable to Petitioner and Respondent.

7. The costs of maintenance and repairs necessary to keep the property in its present

condition shall be divided as follows: Petitioner, fifty percent (50%); Respondent, fifty percent (50%).

8. The "net sales proceeds" are defined as the gross sales price, LESS any real estate commissions, customary and ordinary closing costs, and full payment of all existing mortgage indebtedness on the property, if any.

9. The net sales proceeds from the Martial Home shall be used to pay the following debt: the mortgages owing to Fairwinds and Newrez. Any proceeds remaining after payment of such debt shall be divided as follows: Petitioner shall receive fifty and no hundredths percent (50.00%), and Respondent shall receive fifty and no hundredths percent (50.00%).

Retirement

10 Respondent is awarded a lump sum interest of One Hundred Forty-three Thousand Seven Hundred and Ninety and 00/100 Dollars (\$143,790.00) from the Wife's Retirement Rollover IRA 9396, effective as of December 1, 2023. Such lump sum shall be paid to Respondent as soon as practicable after 30 days of signing this agreement. All other interest in said plan shall remain the property of Petitioner.

11. Petitioner and Respondent shall equally split the costs of preparing the Qualified Domestic Relations Order for the distribution of the Wife's Retirement Rollover IRA 9396 described above.

12. Petitioner is awarded one hundred percent (100%) of her interest in the Wife's Retirement Roth IRA 1058, and Respondent hereby waives and releases any and all claim or interest therein.

13. Petitioner is awarded one hundred percent (100%) of her interest in the Wife's Retirement Individual 3208, and Respondent hereby waives and releases any and all claim or

interest therein.

14. Respondent is awarded one hundred percent (100%) of his interest in the Husband's Employee Savings Plan, and Petitioner hereby waives and releases any and all claim or interest therein.

No Alimony

15. Both parties waive any claim for alimony, whether durational, bridge-the gap, rehabilitative, or lump sum. No provision contained in this Final Judgment shall be construed as payment of alimony by either party.

Costs of Court

16. Any costs of court, including the filing fee for the petition for dissolution, will be borne by the party incurring the same.

Attorney's Fees

17. Each party will be responsible for his or her own attorney's fees incurred herein.

Other Orders

18. Each party shall (a) provide to the other party any necessary information or to execute and/or deliver any instrument or document necessary to transfer title or interest in property consistent with this Final Judgment or the Marital Settlement Agreement, and (b) timely perform such other acts that are reasonably necessary or that may be reasonably requested by the other party to effectuate the provisions of this Final Judgment or the Marital Settlement Agreement.

19. Any right, claim, demand or interest of the parties in and to the property of the other, whether real, personal or mixed, of whatever kind and nature and wherever situated, including but not limited to homestead, succession and inheritance arising out of the marital

relationship existing between the parties hereto, except as expressly set forth or arising out of said Marital Settlement Agreement, is forever barred and terminated.

20. The Court expressly retains jurisdiction of this cause for the purpose of enforcing, construing, interpreting, or modifying the terms of this Final Judgment and the terms of the Marital Settlement Agreement entered into by the parties herein.

DONE and ORDERED in Chambers at Sanford, Seminole County, Florida, this Thursday, December 21, 2023.

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A handwritten signature in black ink, appearing to read 'C. Sprysenski', written over a horizontal line.

Christopher Sprysenski, Circuit Judge
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished via U.S. Mail or via the e-filing portal to the parties listed below on Thursday, December 21, 2023:

SHARON L VOLLRATH
Sharon@Vollrath-Law.com
Camrae@Vollrath-Law.com
Stephanie@Vollrath-Law.com

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A handwritten signature in black ink, appearing to read 'Amanda Joseph', written over a horizontal line.

Amanda Joseph, Judicial Assistant
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