

GADSDEN COUNTY NICHOLAS THOMAS
Instrument: 240003870 Recorded: 06/06/2024 10:03 AM

IN THE CIRCUIT COURT OF THE
SECOND JUDICIAL CIRCUIT IN AND
FOR GADSDEN COUNTY, FLORIDA

FAMILY LAW DIVISION
CASE NO. 2024-DR-283

IN RE: The Marriage of:

MARIA MCMILLAN,
Petitioner/Wife,
and

SAMUEL MCMILLAN,
Respondent/Husband.

FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE

This matter came before the Court, without a hearing, on Wife's Petition for Dissolution of Marriage. After reviewing the pleadings, the Marital Settlement Agreement previously filed with the Court, and the Wife's Special Interrogatories for Dissolution of Marriage Cases with the Florida Identification, and the Court makes the following findings of fact:

1. The Court has jurisdiction over the parties and subject matter.
2. The Wife has been a resident of the State of Florida for more than six (6) months prior to the filing of the Petition of Dissolution of Marriage.
3. The parties were married to each other on August 1, 1987.
4. The marriage is irretrievably broken.
5. There are no minor children. The Wife is not pregnant.
6. Both parties are over the age of 18 years old, and neither is an active member of the military services of the United States as defined by the Servicemen's Relief Act.
7. The parties have entered into a Marital Settlement Agreement, equitably dividing their personal property, debts, and assets.

WHEREFORE, it is ORDERED and ADJUDGED as follows:



CERTIFIED A TRUE COPY
NICHOLAS THOMAS, CLERK OF CIRCUIT COURT
GADSDEN COUNTY, FLORIDA

BY *N. Thomas*
DEPUTY CLERK

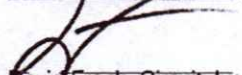
A. The marriage of the parties is dissolved and each spouse is restored to the status of being single and unmarried.

B. The Marital Settlement Agreement is hereby ratified, confirmed, approved, and incorporated in this Final Judgment as if fully set forth verbatim; and the parties are ordered to abide by the terms thereof.

C. This Court retains jurisdiction in this cause to enforce or modify this judgment.

DONE AND ORDERED in Quincy, Gadsden County, Florida.

20-2024-DR-000283-AXXX-CX 05/16/2024


David Frank, Circuit Judge

20-2024-DR-000283-AXXX-CX 05/16/2024 02:01:30 PM

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CASE NO. 2024-DR-

IN RE: The Marriage of:

MARIA MCMILLAN,
Petitioner/Wife,
and

SAMUEL MCMILLAN,
Respondent/Husband.

MARITAL SETTLEMENT AGREEMENT

This Agreement shall be effective as of April 9, 2024, and is made between Samuel McMillan ("Husband") and Maria McMillan ("Wife"), sometimes referred to jointly as the "Parties" or separately as "Party."

1) **GENERAL INFORMATION** The parties were married on August 1, 1987. The child of the marriage is an adult. The parties have agreed to separate and expect to obtain a dissolution of marriage. A Petition for Dissolution of Marriage will be filed with this Agreement. The Husband waives acceptance of service of the Petition for Dissolution of Marriage.

2) **PROPERTY SETTLEMENT**

A. Equitable Distribution. Except as otherwise specifically provided in this Agreement, neither Party will make any claim to such items of tangible personal property which are now in possession or control of the other. The Parties agree that the following division of their marital property is fair and equitable between them.

B. Husband's Real and Personal Property. Husband shall take all right, title and interest in the following property and be subject to any indebtedness on the same.

(A) 622 N. Calhoun Street, Quincy, Florida – The Wife is not on the deed nor the debt. The Wife has 90 days to move from the residence. The Wife has no ownership of the residence.

(B) 2020 Toyota RAV4

(C) 50% of Joint Hancock Whitney #4927 account which will be split when this Agreement is signed by both parties.

(D) 50% of Joint Hancock Whitney #1753 account which will be split when this Agreement is signed by both parties.

(E) Hancock Whitney #3659

Maria SM

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:26

- (F) Health Savings Account
- (G) 50% of Husband's Hancock Whitney 401k as of the date the Agreement is signed by both parties – The Husband shall pay attorney Matt Lundy within 30 days to prepare the Qualified Domestic Relations Order.
- (H) 50% of Husband's Cypress Roth IRA – The Husband has 60 days to complete the forms to roll over half to the Wife.
- (I) Husband's 119 shares of ComputerShare (Principal Financial Group).

C. Wife's Real and Personal Property. Wife shall take all right, title and interest in the following property and be subject to any indebtedness on the same.

- (A) Wife's Envision account #7722
- (B) 50% of Joint Hancock Whitney #4927 account which will be split when this Agreement is signed by both parties.
- (C) 50% of Joint Hancock Whitney #1753 account which will be split when this Agreement is signed by both parties.
- (D) 50% of Husband's Hancock Whitney 401k as of the date the Agreement is signed by both parties – The Husband shall pay attorney Matt Lundy within 30 days to prepare the Qualified Domestic Relations Order.
- (E) 50% of Husband's Cypress Roth IRA – The Husband has 60 days to complete the forms to roll over half to the Wife.
- (F) Wife's Florida Retirement System
- (G) Wife's Bencor 401a account
- (H) Wife's Athene policies
- (I) Wife's 125 shares of ComputerShare (Principal Financial Group).
- (J) 2011 Toyota Prius
- (K) Dogs

D. Equitable Distribution Payment. In order to complete an equitable distribution of assets, the Husband shall pay the Wife \$16,000.00. \$6000.00 is due within 10 days and \$10,000.00 is due within 90 days. This amount is mostly due to the special equity in the residence and the vehicles. In the event of either Party's death, the entire unpaid balance shall be due and payable. This payment is intended to be a tax free interspousal transfer related to the cessation of the marriage to effect a division of marital property under Internal Revenue Code §1041.

E. Assets to be Conveyed. As to those assets distributed in their entirety to one of the Parties, the Party not receiving the asset shall transfer the asset to the other within thirty (30) days of the effective date. The party receiving the asset shall be responsible for any fees.

F. Other Property Any marital property not addressed in this Agreement or inadvertently omitted shall be addressed between the parties or placed before the court, if necessary, to divide equally.

G. Furniture, Furnishings and Personal Property. Each Party will retain his or her own clothing and personal effects. If the Parties cannot agree on the dividing of furniture, furnishings, and personal property, the Parties shall flip a coin to determine which Party will make the first

HUSBAND'S INITIALS

SM

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WIFE'S INITIALS

MLC

choice of items. The other Party will have the second and third choice of items. The Party who made the first choice will have the fourth choice, and all choices after that will alternate between the Parties until one Party has selected items totaling one half (1/2) of the value of all items being selected.

3) **MARITAL DEBTS AND OTHER OBLIGATIONS**

A. Allocation of Liabilities and Debts. Unless specifically provided otherwise in this Agreement, each party shall be responsible for paying any and all debts, liabilities, and obligations (whether known or unknown to either party) assigned to that party in association with a specific asset. The parties each agree to pay all liabilities and debts assigned to that Party. As to liabilities and debts assigned to a party in their entirety, that party shall pay the entire amount and indemnifies the other party and hold the other party harmless as to the liability or debt due to any failure to make a timely payment. As to any and all liabilities and debts divided between the parties, each party agrees to assume responsibility for and to pay an amount of the actual total liability or debt proportional to the amount assumed by each party and to indemnify the other party and hold the other party harmless as to the portion of the liability or debt assumed by the particular party including any costs incurred in connection with any proceeding to collect the liability or debt due to the party's failure to make a timely payment of his or her portion of the liability or debt.

B. Responsibility for Other Liabilities and Debts. Those debts, obligations, and liabilities known to both parties and incurred prior to the date of filing the petition, and not otherwise specifically assigned to a party under this Agreement shall be paid by the party responsible for incurring the debt. Except as otherwise provided in this Agreement, any debt or claim against the parties, unknown to one or both parties and incurred prior to the date of filing the petition, shall be the responsibility of the party who incurred the debt. Unless specifically provided otherwise in this Agreement, debts, known or unknown, incurred after the date of filing the petition shall be paid by the party incurring the debt.

C. Credit Card Account. All existing charge and credit accounts in the name of Husband and Wife, or in the name of either Party, under which the other can make purchases or secure credit, shall be closed within 30 days. Any outstanding indebtedness on these accounts, not specifically assigned are to be paid by the Party incurring the debt.

D. Responsible for Own Debts. Each party shall be responsible for and indemnify and hold the other party harmless from those debts individually incurred by that party since the time of their separation except as otherwise provided herein.

E. Husband's Debts. Husband shall be responsible for, pay, and indemnify Wife for the following debts:

- (A) Home Equity Line of Credit on the residence.
- (B) 50% Joint Hancock Whitney Visa
- (C) 50% of 2023 tax liability (or receive 50% of refund)

HUSBAND'S INITIALS SM

WIFE'S INITIALS WJMe

F. Wife's Debts. The Wife shall be responsible for 50% of 2023 tax liability (or receive 50% of refund) and 50% of the Joint Hancock Whitney Visa.

4) **ALIMONY**

A. The Husband shall pay the Wife \$2000.00 a month in alimony until he dies, she dies, or the Wife remarries. This is non-modifiable, ~~except if the Husband becomes incapacitated.~~ SM

B. If the Husband's alimony is more than seven days late, then the Husband will pay the Wife an extra \$100.00 a month that particular month. MNC

C. In addition to the \$2000.00 a month in alimony and the equitable distribution, the Husband agrees to pay the pet deposit of \$500.00 (maximum amount) and first/last security deposit of \$3600.00 for the Wife. The Husband agrees to be the co-signer for the first 12 months on the Wife's lease. The Husband agrees to pay all deposits for the move including, but not limited to, utilities of \$100.00 and internet of \$100.00. Additionally, the Husband agrees to pay for the Wife's moving expenses but it shall not exceed \$5000.00.

5) **LIFE INSURANCE** - The Husband agrees that he shall keep an insurance policy on his life in full force and effect, unreduced by loan balances or other charges, of at least \$300,000.00. As long as required under this Agreement, Husband or his employer shall pay all premiums for this policy and Wife shall be designated as the primary beneficiary. Husband shall be the sole owner of the policy and shall provide documentary confirmation of the existence of the insurance upon reasonable request by Wife. By signing this Agreement, Husband grants permission to the insurer issuing the policy to provide to Wife, upon request, all information and copies of documents relating to the policy to which Husband is entitled. Husband further agrees to execute all documents requested by the insurer to confirm his consent to the release of this information. So long as life insurance is required to be maintained under the Agreement, Husband shall have the right to substitute life insurance policies of equal benefit, if otherwise in compliance with this Section. To the extent Husband is not in compliance with the provisions of this Section of the date of his death, any deficiency in benefits payable to Wife shall be a charge in favor of Wife against Husband's estate. Whenever either Party received any notice concerning nonpayment of premiums, lapse or cancellation of the policy, or change of beneficiary, that Party shall promptly notify the other Party.

6) **TAX MATTERS**

A. Tax Basis. The Parties agree that under Internal Revenue Code, Section 1041, or the tax principles regarding interspousal division of marital property, the allocation of property between the Parties under this Agreement is not taxable, and the tax basis of each asset allocated under these provisions has not changed, and will not change, by reason of this division. Each Party agrees not to see a new tax basis for any asset grounded on any such change even though the transaction may otherwise appear to be a bona fide sale.

B. Allocation of Capital Gains Tax. Husband and Wife shall each assume and pay the federal income tax on the unexcluded capital gain attributable to the sale or other disposition of

HUSBAND'S INITIALS SM

WIFE'S INITIALS MNC

his or her share of the Residence. Basis shall be allocated in proportion to ownership. The court shall retain jurisdiction to make the orders necessary to effectuate the intent of the Parties as expressed in this subsection in the event of subsequent tax assessments of it any taxing authority refuses to allow the allocations made by the Parties.

C. Retirement Benefits Taxable to Recipient. In calculating the marital property interest in any retirement, deferred compensation, or survivor rights, the gross amount of those payments, without regard to tax rate or deductions, shall be used. The Party ultimately receiving an interest in any retirement or survivor benefits under this Agreement shall be liable for all income and employment taxed attributable to the benefits received. It is intended that the ultimate recipient of the benefit shall report and be responsible for these taxes, and that the other Party shall have no responsibility for payment. Should the other Party be required to pay such taxes, the Party who is the ultimate recipient shall indemnify the other for the payment. Both Parties agree to cooperate in making available to the other (or his or her agent) any information necessary to determine the amount of this tax liability. The court shall reserve jurisdiction to administer the provisions of this Section, as needed.

D. Tax Advice. The parties acknowledge that the attorneys involved with this Agreement do not claim to be experts in tax matters. Each party has consulted with or has had the opportunity to consult with a tax professional to fully evaluate the tax implications and consequences of this Agreement.

E. Innocent Spouse. The parties agree that nothing contained herein shall be construed as or is intended as a waiver of any rights that a party has under the "innocent spouse" provisions of the Internal Revenue Code.

7) RELEASES AND WAIVERS

A. Mutual Release. The Parties intent to settle all aspects of their marital relationship and rights by this Agreement. Except as otherwise provided in this Agreement, the Parties mutually release and forever discharge each other from any and all actions, liabilities, claims, demands, and obligations of any kind or character, both in law and in equity, known or unknown, that either of them ever had, now has, or may have against the other upon or by reason of any matter, cause, or thing up to the effective date of this Agreement. It is the Parties' intent that after the effective date of this Agreement, there shall be, as between them, only those rights and obligations as are specifically provided in this Agreement.

B. Property Acquired After the Effective Date of this Agreement. Any property acquired by either Party after the effective date of this Agreement shall be the sole and exclusive property of the Party acquiring it. Each Party waives any property rights in or to any future acquisitions of property by the other.

C. Waiver of Inheritance Rights. Except as provided in this Agreement, each Party releases and relinquishes to the other Party and to his or her heirs, executors, administrators, or assigns, any and all claims or rights which may now exist, or may arise later, because of the Parties' marriage, with respect to any property, whether real personal, intangible, or mixed, belonging to

the other Party, including, without limitation, all rights arising by operation of law or otherwise to share in any of the property or estate of the other Party, except for any rights expressly conferred by a will executed subsequent to the date of this Agreement. Specifically, each Party waives and releases all right of dower or curtesy; all right to share in the estate of the other Party under the intestacy laws of any jurisdiction; all right of election to take against any last will and testament of the other Party, whether executed before or after the date of this Agreement; and all right to secure administration or to act as executor, administrator or personal representative of the other Party or his or her estate, except for any such right expressly conferred by a will executed subsequent to the date of this Agreement.

8) **CONSTRUCTION OF AGREEMENT** The Parties agree that the provisions of this Agreement shall not be construed more strictly against either party, regardless of which party is responsible for drafting this Agreement. In all other respects, the laws of the State of Florida shall govern the validity, construction, interpretation, and effect of this Agreement.

9) **ATTORNEY REPRESENTATION AND FEES** - Each Party has reviewed this Agreement with his or her respective counsel, if any. Each Party is freely and voluntarily entering into this Agreement, believing it to be in his or her best interest.

10) **RECONCILIATION** Any reconciliation between the Parties will abrogate the provisions of this Agreement relating to child support, but shall not cancel, terminate, modify, or waive any other provisions of this Agreement, including those relating to the Parties' respective property rights, unless the Parties so agree in writing.

11) **WAIVER OF FULL DISCLOSURE** Each party recognizes that the Florida Family Law Rules require certain financial disclosures to be made by the parties. Each party waives any right he or she may have to any disclosures which are required by the rules of court. Each party further recognizes that he or she must file a financial affidavit according to the Family Law Rules.

12) **INCORPORATION INTO JUDGMENT** If a judgment of dissolution of marriage is obtained by either Party, the original of this Agreement or a copy shall be attached to the stipulated or proposed judgment. The court will be requested to (1) approve the entire Agreement as fair and equitable; (2) order each Party to comply with all of its executory provisions; and (3) merge the provisions of the Agreement into the court's judgment. Notwithstanding the merger of the Agreement into the judgment, the Parties expressly agree that the warranty and indemnity provisions and all executory provisions of the Agreement shall survive the merger and entry of judgment, and shall be enforceable in contract, tort, or as otherwise provided by law. The Agreement is not conditioned upon the merger with or filing of the judgment.

13) **RESERVATION OF JURISDICTION** The Parties agree that the court shall retain jurisdiction (except as otherwise provided in this Agreement) to make orders and determinations that are necessary and/or appropriate (1) to enforce any of the terms of this Agreement or otherwise effectuate the division of property as specified in the Agreement; (2) to resolve any matter subject to the jurisdiction of the court that has not otherwise been resolved by

HUSBAND'S INITIALS SM

WIFE'S INITIALS MMK

the terms of this Agreement, or to resolve any dispute that may arise concerning the terms of the Agreement; and (3) to resolve claims regarding omitted or undisclosed property and obligations.

14) **FEEES AND COSTS UPON DEFAULT** If either Party is found by a court of competent jurisdiction to have defaulted, for any reason, in the performance of his or her responsibilities under this Agreement, the defaulting Party shall be responsible for all costs incurred by the non-defaulting Party as a result of the default, including, without limitation, reasonable attorney's fees, costs, and suit monies

15) **APPRAISAL WAIVED** Each party has intentionally decided not to require value appraisals of the marital or other assets.

16) **ENTIRE AGREEMENT** This Agreement is intended to be the final, complete, and exclusive agreement of the Parties on the matters it covers. It supersedes any previous or contemporaneous oral or written agreements between the Parties with respect to these matters. There are no representations, warranties, promises or agreements with respect to these matters, except as set forth in this Agreement.

17) **AMENDMENTS AND WAIVERS** This Agreement may not be amended or terminated except by an instrument in writing, signed by each of the Parties. No failure to exercise and no delay in exercising any right, remedy, or power under this Agreement shall operate as a waiver thereof.

18) **INTERPRETATION** This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any Party. The Agreement shall not be construed more strictly against either party regardless of which party is responsible for drafting the Agreement.

19) **EXECUTION OF DOCUMENTS** Each Party agrees, at the request of the other, to execute and deliver any instrument, furnish any information, and perform any other act reasonably necessary to carry out the provisions of this Agreement without undue delay or expense. Any Party who fails to comply with this Section shall reimburse the other Party for any reasonable expenses, including attorney's fees and court costs that, as a result of this failure, become reasonably necessary to carry out the terms of this Agreement.

20) **ACKNOWLEDGMENTS** Each Party acknowledges that he or she respectively (1) is fully informed as to the facts relating to the subject matter of this Agreement, and as to the rights and liabilities of both Parties (2) enters into this Agreement voluntarily, free from fraud, undue influence, coercion, or duress of any kind, and (3) has read, considered, and understands each provision of this Agreement.

21) **BINDING EFFECT** This Agreement shall inure to the benefit of, be enforceable by, and be binding on, the Parties and their heirs, personal representatives, assigns, and any other successors in interest. The terms of this Agreement shall not benefit any other person or entity, except as specifically enumerated in the Agreement.

HUSBAND'S INITIALS

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WIFE'S INITIALS

JMK

22) **SEVERABILITY** If a court holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

23) **GOVERNING LAW AND FORUM SELECTION.** This Agreement shall be governed by and construed in accordance with the law of the State of Florida and the parties agree that the case will remain in Gadsden County, Florida, unless agreed upon otherwise.

Each undersigned Party agrees to the terms and conditions of this Agreement, effective as of April 9, 2024. In witness of their agreement, the Parties have executed this document as set forth below.

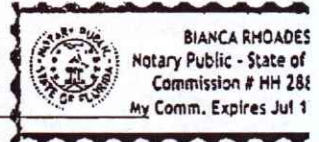
Maria McMillan
Maria McMillan

Date Executed April 9, 2024

STATE OF FLORIDA)
COUNTY OF WON)

The foregoing instrument was executed in my presence by Maria McMillan who is personally known to me or who produced FL Dr. License as identification and who did/did not take an oath.

Dated at _____, on April 9th, 2024.



NOTARY PUBLIC

Bianca Rhoades
PRINT OR TYPE NOTARY NAME HERE

Date Executed April 9, 2024

Samuel McMillan
Samuel McMillan

STATE OF FLORIDA)
COUNTY OF WON)

The foregoing instrument was executed in my presence by Sam McMillan who is personally known to me or who produced FL Dr. License as identification and who did/did not take an oath.

Dated at _____, on April 9th



NOTARY PUBLIC

Bianca Rhoades
PRINT OR TYPE NOTARY NAME HERE

HUSBAND'S INITIALS SM

WIFE'S INITIALS MM