

IN THE CIRCUIT COURT, SEVENTH JUDICIAL CIRCUIT,
IN AND FOR ST. JOHNS COUNTY, FLORIDA.

CASE NO.: D09-1779
DIVISION: 57

RONALD CUMMINGS,
Husband,

~v~

MISTY CUMMINGS,
Wife.

FILED
2009 OCT 19 PM 9:59
ST. JOHNS COUNTY CLERK

MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 12th day of October 2009, by and between RONALD CUMMINGS, hereinafter called Husband, and MISTY CUMMINGS, hereinafter called Wife:

WITNESSETH

The parties are Husband and Wife. They were married on the 12th day of March 2009 in Welaka, Florida. There were no children born as a result of the marriage, with no issue contemplated.

In consequence of disputes and irreconcilable differences, the parties intend to separate and live apart. In view of their intention to continue to live apart for the rest of their natural lives, they desire to settle their respective property rights and to agree on matters.

NOW THEREFORE it is agreed as follows:

- 1. RECITATIONS:** The above recitations are true and correct.
- 2. SEPARATION:** The parties at all times hereafter shall continue to live separate and

apart, free from interference or harassment by each other. Each party may reside at the place or places he or she may select.

3. ALIMONY: Each party specifically and unequivocally waives any and all right or entitlement to any form of alimony be it permanent, periodic, rehabilitative or lump sum. Each acknowledges that this waiver is irrevocable and that there is no potential change in their financial circumstances, which can or will or could permit either party to obtain alimony from the other.

4. PERSONAL PROPERTY: Pursuant to Ch. 61.075(4) Fla.Stat.and Fla.R.Civ.P. 1.570(d) the parties shall transfer their personal property as follows:

If needed, Wife shall convey all right, title and interest in and to that certain 2000 Nissan Altima to Husband within ten days. Husband shall be responsible for all payments, insurance, taxes and upkeep on the vehicle. Husband shall furthermore hold the Wife harmless from any debt or liability related to the vehicle thereon.

If needed, Wife shall convey all right, title and interest in and to that certain 1985 Dodge Ram Pickup Truck to Husband within ten days. Husband shall be responsible for all payments, insurance, taxes and upkeep on the vehicle. Husband shall furthermore hold the Wife harmless from any debt or liability related to the vehicle thereon.

If needed, Wife shall convey all right, title and interest in and to that certain 1995 GMC Sierra Pickup Truck to Husband within ten days. Husband shall be responsible for all payments, insurance, taxes and upkeep on the vehicle. Husband shall furthermore hold the Wife harmless from any debt or liability related to the vehicle thereon.

In the event either fails to convey said interest or, is unable to do so, said interest shall be deemed conveyed upon entry of the Final Judgment of Dissolution of Marriage, if any, in accordance

with Ch. 319.28 Fla.Stat.

Both parties waive any and all rights and/or claims against any retirement accounts the other spouse may currently have or may acquire in the future.

Each party acknowledges that all other personal property not mentioned herein has been amicably divided to each party's satisfaction.

5. MARITAL HOME: The parties acknowledge and agree that no jointly owned marital residence exists.

6. OTHER REAL PROPERTY: The parties acknowledge and agree that no other marital real property exist and that they have no interest in any real property owned by the other party.

7. MARITAL DEBTS: Both parties acknowledge and agree that no marital/joint debt exists. Any and all outstanding debt owed by the parties is solely in one party's name. Both parties shall be responsible for any and all debt in their name and shall solely be responsible for such debt(s).

In the event either party defaults in the repayment of the above debt(s) and it is a joint obligation, that creditor can look to either party for payment. The only recourse the non-defaulting has is, to repay the debt and sue the defaulting party in Court. The Court cannot change the contract you have made with a third party.

8. DISTRIBUTION OF BANKING ACCOUNTS: Each party shall be awarded exclusive ownership of any bank account (checking or savings) that they have in their individual name. Any and all bank accounts (checking or savings) that are jointly held shall be closed and such funds shall be divided equally between the parties. Both parties shall execute any and all documentation required to close the joint marital accounts.

9. RETIREMENT, PENSION, PROFIT SHARING, STOCK OR SAVINGS PLANS

ACCOUNTS THROUGH EMPLOYERS: Each party waives any interest in the other's benefits, if any, in accordance with this paragraph. Additionally, each party waives any interest they may have in the other party's pension or retirement accounts.

10. ATTORNEY'S FEES: Husband shall be responsible for the attorney's fees and related costs in this matter. After entry of a Final Judgment of Dissolution of Marriage, if any, of either party resort to legal action to enforce or interpret the provisions of this agreement, including any appeals, the prevailing party shall be entitled to attorney's fees and all reasonable costs associated therewith.

11. SUBSEQUENT DOCUMENTS: Each party shall promptly execute any and all other documents to effect the provision, intent and spirit of this agreement. Should either party fail to comply with this provision, this agreement shall constitute an actual grant, assignment or conveyance in such manner as shall be necessary to accomplish the terms of this agreement separate from and/or in accordance with the provisions of Ch.318.28Fla.Stat.

12. MUTUAL RELEASE: Each party releases the other from all claims or demands up to the date of the execution of this agreement. Except as otherwise provided, each party waives, releases and relinquishes all rights that he or she may now have or may hereafter acquire as the other party's spouse under the present or future laws of any jurisdiction:

(a) To elect to take against any Will or Codicil of the other party now or hereafter in force.

(b) To share in the other party's estate.

(c) To act as executor or administrator of the other party's estate.

(d) Notwithstanding the foregoing, the foregoing releases shall not apply to any rights and entitlements either party may have under the Social Security laws.

13. SUBSEQUENT DISSOLUTION: Nothing contained in this agreement shall be construed to prevent either party from instituting an action for dissolution of marriage in any competent jurisdiction subject to the following:

(a) In any dissolution action, neither party shall make any claim for alimony, or support temporary, permanent, or rehabilitative, for suit money, or attorney's fees, except in accordance with the provisions of this Agreement.

(b) This Agreement may be offered in evidence by either party in any dissolution action, and if acceptable to the Court, shall be incorporated by reference in any Final Judgment that may be rendered. However, notwithstanding incorporation in the Judgment this Agreement shall not be merged in it but shall survive the Judgment and be binding on all parties for all time.

14. REPRESENTATIONS: The parties represent to each other:

(a) Mowrey, Shoemaker & Beardsley P.A. represents only the Husband, RONALD CUMMINGS, in the drafting of this Agreement. MISTY CUMMINGS is represented Pro Se. Each party fully understands the facts and has been fully advised, or has had the opportunity to be advised, as to his or her legal rights and obligations, or else has knowingly waived the same, and each is signing this Agreement voluntarily, intending to be bound by it.

(b) Each has made a full disclosure to the other of his or her current financial status. Anything not contained in this Agreement has not been disclosed to the other party, and this Agreement does not contemplate a resolution of anything not disclosed herein.

(c) Each understands and agrees that this Agreement constitutes the entire contract of

the parties. It supersedes any prior understandings or agreements between them upon the subjects covered in this Agreement. There are no representations or warranties other than as set forth herein. Each party hereto is not relying on, has not relied upon and specifically repudiates any past, present or future representations other than those expressly set forth herein.

(d) Each has been informed by his or her counsel of the law of Florida with respect to the power of the Courts, under certain conditions, to modify the terms of this Agreement, particularly with reference to matters of child custody and support.

15. RECONCILIATION: The parties recognize the possibility of reconciliation. It is their intention that a reconciliation, temporary or permanent or a further separation after any reconciliation, in no way shall abrogate or affect the provisions of this Agreement concerning the settlement and disposition of property rights between the parties as set forth in this Agreement.

16. WAIVER: The failure of either party to insist upon strict performance of any provision herein shall not be construed as a waiver of strict performance of that provision in the future.

IN WITNESS WHEREOF, the parties hereto have set their hands on this 12th day of October, 2009.



RONALD CUMMINGS, Husband



MISTY CUMMINGS, Wife

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 12th day of October, 2009, by RONALD CUMMINGS. Such person did not take an oath and is personally known to me; _____ produced a current Florida driver's license as identification; _____ produced _____ as identification.



S. MARIA WILLIAMS
Commission DD 648164
Expires July 1, 2011
Bonded Thru Troy Fain Insurance 800-385-7019

S. Maria Williams
Notary Public Signature

STATE OF FLORIDA
COUNTY OF ST. JOHN

The foregoing instrument was acknowledged before me this 12th day of October, 2009, by MISTY CUMMINGS. Such person did not take an oath and _____ is personally known to me; _____ produced a current Florida driver's license as identification; _____ produced _____ as identification.

Deborah Brownell
Notary Public Signature

