

IN THE CIRCUIT COURT, FOURTH
JUDICIAL CIRCUIT, IN AND FOR
DUVAL COUNTY, FLORIDA.

CASE NO: 16-2008-DR-3783-FM

DIVISION: FM-G

IN RE the marriage of

CORY L. MILLS, Husband,

and IMELDA MILLS, Wife.

CONSENT FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE

THIS CAUSE came on to be heard for final hearing upon the Wife's Petition for Dissolution of Marriage. The Court, finding that the parties hereto consent to the entry hereof, and being otherwise fully advised in the premises, makes the following finding of facts:

- A. The Court has jurisdiction of the parties to and subject matter of this action.
- B. The marriage of the parties is irretrievably broken.
- C. There are no minor children as issue of this marriage, and none are expected.
- D. The parties have reached a settlement resolving all issues pertaining to the dissolution of their marriage, which settlement is incorporated herein.

Based upon the foregoing, it is thereupon

ORDERED AND ADJUDGED that:

1. **DISSOLUTION OF MARRIAGE**: The marriage of the parties, namely CORY L. MILLS, Husband, and IMELDA MILLS, Wife, is hereby dissolved and each party is restored to the status of being single and unmarried.



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2. **ALIMONY:** Neither party shall claim or pay alimony to the other.

3. **EQUITABLE DISTRIBUTION:**

a. **Automobile:** The Husband shall have the exclusive use and ownership of the 2003 Land Rover automobile, which is encumbered. The Husband shall be solely responsible for any indebtedness related thereto with CapitalOne (account number [REDACTED]) and shall indemnify and hold the Wife harmless therefrom. If necessary, the Wife shall execute an appropriate power-of-attorney or other required instrument conveying all of her rights, title and interest therein to the Husband.

b. **Personal Property:** Each party shall be the sole owner of the property presently in his or her possession, free and clear from any claims of the other.

c. **Marital Home:** The Husband shall have exclusive use, occupancy, ownership and possession of the former marital home located at 13536 Isla Vista Drive, Jacksonville, Duval County, Florida 32224, more particularly described as Lot 4F, VIZCAYA, according to plat thereof as recorded in Plat Book 62, Pages 59 through 66 of the Public Records of Duval County, Florida. The Husband shall be solely responsible for all indebtedness related thereto, including but not limited to insurance, homeowner's association assessments, the first mortgage with SunTrust Mortgage (loan number xxxxxx9799) and the home equity loan with SunTrust Mortgage (loan number xxxxxx9807). The Husband shall indemnify and hold the Wife harmless therefrom. No later than six (6) months from the date of entry of this Final Judgment, the Husband shall take such action as is necessary (refinance or sale) to remove the Wife from any liability for the existing mortgages. The Wife shall execute a Quit-Claim Deed transferring her ownership interest in the home to the Husband at the time the first and second mortgages on the former marital home are refinanced or upon closing on the sale of the home. In the event the Husband fails to pay the existing mortgages on the former marital home and a foreclosure action is initiated, the Husband shall indemnify and hold the Wife harmless from any judgment arising therefrom as well as all fees, costs, and attorney's fees incurred by the Wife relating to such foreclosure action.

d. **Financial Accounts:**

i. Except as set forth herein, each party shall retain as his or her sole property all checking, savings, tax deferred savings and investment, credit



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union, investment, and other intangible accounts in his or her name.

ii. The parties have both executed documentation to close out mutual fund and annuity accounts, with an accumulated balance totaling approximately \$14,000.00. The funds received from those accounts shall be utilized to pay the remaining amounts due and owing to the IRS arising out of the filing of the parties' 2007 Income Tax Return in the approximate amount of \$13,000.00. The Husband shall be responsible for making the payment to the IRS. In the event the Husband fails to pay the foregoing debt to the IRS and collection is initiated against the Wife, the Husband shall indemnify and hold the Wife harmless from any judgment or levy arising therefrom as well as all fees, costs, and attorney's fees incurred by Wife relating to such collection action. Any funds remaining after full payment of the IRS debt shall be shared equally by the parties.

iii. Each party shall retain as his or her sole property all life insurance policies in his or her individual name, including any cash value accrued thereon.


e. **Pension/Retirement:** Each party shall be entitled to remain the sole owner and beneficiary of his or her pension, retirement, 401k, IRA and TSP accounts in his or her name. The non-participant spouse does hereby waive now and forever any and all interests thereto. The party so waiving shall execute any and all documents necessary to accomplish the waiver.

f. **Marital Debts:**

i. In addition to any indebtedness obligations set forth elsewhere in this judgment, the Husband shall be solely responsible for paying the following indebtedness and shall indemnify and hold the Wife harmless therefrom:

- SallieMae account xxxx-██████████ (approximately \$10,373.00)
- CitiFinancial Retail Services account xxxx-xxxx-xxxx-██████████ (approximately \$3,400.00)

The Husband shall ensure that the monthly statements from these accounts are forwarded to his address. In the event the Husband fails to pay the foregoing debts and collection is initiated against the Wife, the Husband shall indemnify and hold the Wife harmless from any judgment arising therefrom as well as all fees,



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costs, and attorney's fees incurred by the Wife relating to such collection action.

ii. Except as otherwise provided herein, each party shall be solely responsible for indebtedness in his or her name and shall indemnify and hold the other harmless therefrom.

4. **ATTORNEY FEES:** Each party shall be solely responsible for the payment of his or her own attorney fees and costs incurred in this action.

5. **RESTORATION OF NAME:** The Wife is hereby restored to the use of her maiden name of IMELDA MENDOZA MONTERO.

6. **CONVEYANCE:** In the event of the failure or refusal of either party to assign, convey or transfer the property herein ordered to be assigned, conveyed or transferred, within the time prescribed for such assignment, conveyance or transfer or within fifteen (15) days from the date hereof if no such time is prescribed, then, in such event, this Final Judgment shall act and stand as and for an instrument of conveyance regarding such items, provided that the provisions of this paragraph shall in no way be construed to deprive either party hereto of any right or remedy he or she may have under the laws to enforce the execution and delivery of such conveyances.

7. **RETENTION OF JURISDICTION:** The court reserves jurisdiction to enforce and, where appropriate, to modify the terms hereof upon application by either party. Notice of such application may be served in accordance with applicable rules of Florida Family Rules of Procedure.

DONE AND ORDERED in Chambers, at Jacksonville, Duval County, Florida, this 28th day of May, 2008.


CIRCUIT JUDGE

Copies to:

Dulce B. Fazel, Esq.
Cory L. Mills


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CONSENT

Wife hereby consents to the entry of the foregoing Consent Final Judgment of Dissolution of Marriage.

DATED this 14th day of May, 2008.



IMELDA MILLS, Wife

DULCE B. FAZEL, P.A.



DULCE B. FAZEL, ESQUIRE
Florida Bar No. 0862711
9250 Baymeadows Road, Ste. 440
Jacksonville, FL 32256
(904) 854-6000
Attorney for Wife

The Husband hereby consents to the entry of the foregoing Consent Final Judgment of Dissolution of Marriage.

DATED this 14th day of May, 2008.



CORY L. MILLS, Husband
Pro Se



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