

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

CIVIL DIVISION
CASE N^o 99-6159

IN RE The Marriage of

KATHIE AUSTIN PADGETT,

Petitioner,

and

MARK PADGETT,

Respondent

R20000003906
RECORDED IN
PUBLIC RECORDS LEON CNTY FL
BOOK R2336 PAGE 00306
JAN 19 2000 04:16 PM
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CLERK CIRCUIT COURT
LEON COUNTY, FLORIDA

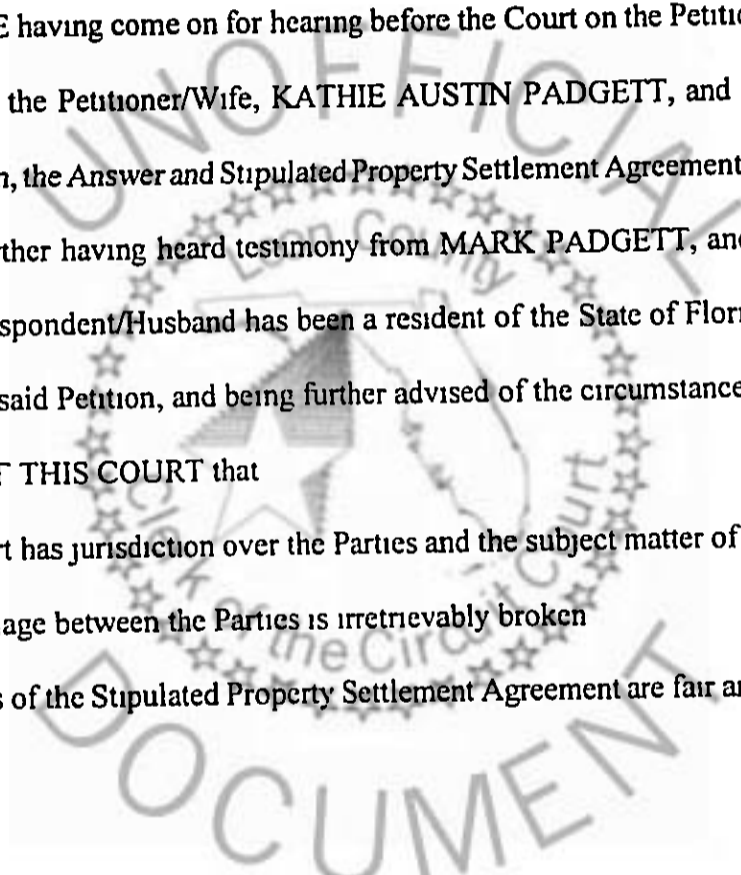
FINAL JUDGMENT

THIS CAUSE having come on for hearing before the Court on the Petition for Dissolution of Marriage filed by the Petitioner/Wife, KATHIE AUSTIN PADGETT, and this Court having reviewed said Petition, the Answer and Stipulated Property Settlement Agreement filed in the above-styled cause, and further having heard testimony from MARK PADGETT, and having received evidence that the Respondent/Husband has been a resident of the State of Florida six (6) months prior to the filing of said Petition, and being further advised of the circumstances, it is hereby the

FINDING OF THIS COURT that

- 1 This Court has jurisdiction over the Parties and the subject matter of this action
- 2 The marriage between the Parties is irretrievably broken
- 3 The terms of the Stipulated Property Settlement Agreement are fair and equitable, and it

is therefore,



ORDERED AND ADJUDGED as follows

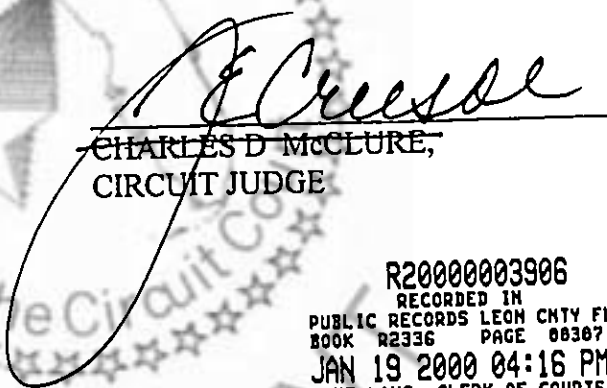
1 The marriage between KATHIE AUSTIN PADGETT and MARK PADGETT is hereby dissolved, a vinculo

2. The terms and conditions made and set forth in the Stipulated Property Settlement Agreement entered in the above-styled cause are hereby approved and adopted by the Court and the Parties are ordered to comply with said Property Settlement

3 The Court retains jurisdiction to enforce the terms and conditions of the parties Marital Settlement Agreement entered herein

4 The WIFE is restored to the use of her maiden name, Kathie L Austin

DONE AND ORDERED in Chambers at Tallahassee, Leon County, Florida, this 19 day of January, 2000


~~CHARLES D. McCLURE,~~
CIRCUIT JUDGE

Copies to.

Petitioner
Respondent

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returns for the 1999 tax year. The parties agree to evenly divide the mortgage interest they have paid on the property located at 4925 Swisswood Drive, so that each party may enjoy the benefit of this tax deduction. However, the Wife agrees that if her standard deduction would provide her with a greater benefit than by itemizing, she will allow the Husband to claim the deduction.



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III ALIMONY

3-1 Each party waives any claim to alimony he or she may have.

3-2 Health Insurance - Uninsured Medical Expenses Each party shall be responsible for paying his or her own health insurance including medical, dental, orthodontic, psychological and ophthalmologic expenses.

V MISCELLANEOUS PROVISIONS

4-1 Attorney's Fees And Costs Each party shall pay his or her own attorney's fees and costs incurred in the negotiation of this agreement and in connection with the action for dissolution of marriage.

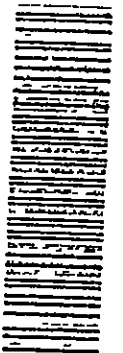
4-2 Separation Effective August 1, 1999 the parties may live separate and apart, free from interference with each other.

4-3 Enforcement In the event either party incurs attorney's fees and costs in enforcing the provisions of this agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

4-4 Execution Of Other Instruments Each party shall execute, acknowledge and deliver all documents or instruments necessary to effectuate the provisions of this

agreement A party who fails upon demand to comply with this provision shall pay all attorney's fees, costs and other expenses reasonably incurred as a result of that failure The court shall reserve jurisdiction to enter such orders as may be required to effect the provisions of this agreement

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4-5 Survivorship Of Agreement In the event a final judgment of dissolution of marriage incorporates the provisions of this agreement, notwithstanding the fact that such terms are incorporated into the judgment, the terms of this agreement shall survive the entry of such judgment Thereafter, the provisions of this agreement shall continue to be enforceable as a matter of contract, in addition to any remedies of enforcement available to the parties pursuant to a final judgment of dissolution of marriage

4-6 Mutual Release Other than described in this agreement each party waives any claims he or she may have against the other Each party further waives and releases his or her rights in and to the property of the other party now owned or to be acquired in the future, including dower, homestead, and all statutory rights which may be enforced now or in the future Without limiting the generality of the foregoing, each party relinquishes all rights either may have or acquire as the other party's spouse, including, but not limited to, the right

A To share in the other party's estate, except as provided by Will executed after this date

B To act as personal representative of the other party's estate

4-7. Subsequent Dissolution In any action for dissolution of marriage between the

parties, this agreement shall be filed with the court and shall be incorporated into any final judgment rendered. Neither party shall seek any relief from the other except as is provided in this agreement



VI REPRESENTATIONS

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5-1 Independent Legal Advice Each party has had independent legal advice of counsel in the negotiation of this agreement. Each party understands the facts and has been fully informed as to his or her legal rights and obligations and each is signing this instrument freely and voluntarily, intending to be bound by it.

5-2 Full Disclosure Each party has made a full disclosure to the other of his or her own existing financial condition. Each party is aware of the financial condition of the other party. All financial information has been shared between the parties, and each party is satisfied that he or she has been informed of all facts and circumstances that bear on all issues relating to this agreement. The parties are not taking depositions or engaging in formal discovery because the cost is deemed to be an unnecessary expenditure of funds, and the failure to engage in such formal discovery is an intentional decision made by each party in order to avoid litigation costs. Each party is satisfied that his or her knowledge of the facts and circumstances allows that party to make the decisions contained in this agreement.

5-3 Appraisal Waived To the extent that a party has not had a formal appraisal made of an asset, that party has intentionally decided not to require value appraisals of the marital or other assets since the cost is deemed unnecessary to provide the



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understanding and agreement reflected in this document

5-4 Agreement Supersedes This agreement constitutes the entire contract between the parties and supersedes any prior understandings or agreement between them upon the subjects covered in this agreement. There are no covenants, promises, representations, or warranties, other than as set forth herein.

5-5 Law Governing Construction The laws of the State of Florida shall govern the validity, construction, interpretation and effect of this agreement.

5-6 Modification And Revocation The provisions of this agreement shall not be modified by the parties except in writing and with the same formalities as were used in the execution of this agreement. The parties understand and agree that any attempt to modify this agreement orally or by conduct shall be ineffective. Reconciliation shall not be effective to either modify or revoke this agreement. This agreement shall remain binding and in full force and effect in spite of reconciliation, unless the parties expressly provide otherwise in writing as required in this paragraph.

5-7 Negotiated Settlement Each party acknowledges that the settlement terms reflected in this agreement represent a compromise and negotiated settlement, and an accord and satisfaction of all claims between the parties.

5-8 Right Of Court Determination The parties acknowledge that each party has the right of court determination of all issues arising from the marriage. Each party waives the right of court determination and accepts the terms of this agreement as being a final, complete and binding contract settling property division, support and all other issues.

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between them.

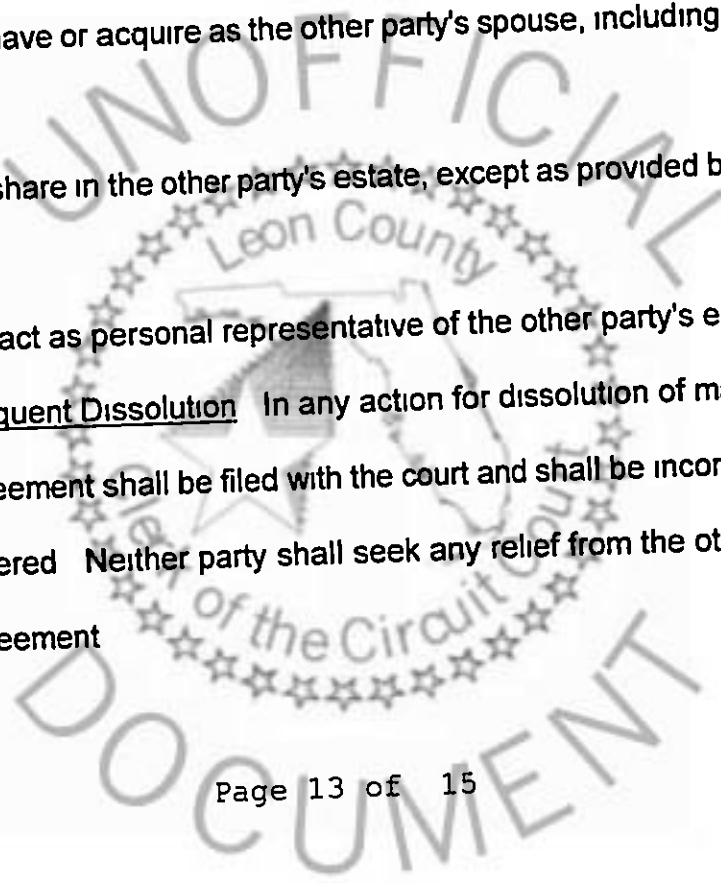
5-9 Waiver of Formal Disclosure Each party recognizes that the Florida Family Law Rules require certain financial disclosures to be made by the parties. Each party waives any right he or she may have to any disclosures which are required by the rules of court. Each party further recognizes that he or she must file a financial affidavit according to the Family Law Rules.

5-10 Mutual Release Other than described in this agreement each party waives any claims he or she may have against the other. Each party further waives and releases his or her rights in and to the property of the other party now owned or to be acquired in the future, including dower, homestead, and all statutory rights which may be enforced now or in the future. Without limiting the generality of the foregoing, each party relinquishes all rights either may have or acquire as the other party's spouse, including, but not limited to, the right

A To share in the other party's estate, except as provided by Will executed after this date

B To act as personal representative of the other party's estate


5-11 Subsequent Dissolution In any action for dissolution of marriage between the parties, this agreement shall be filed with the court and shall be incorporated into any final judgment rendered. Neither party shall seek any relief from the other except as is provided in this agreement.

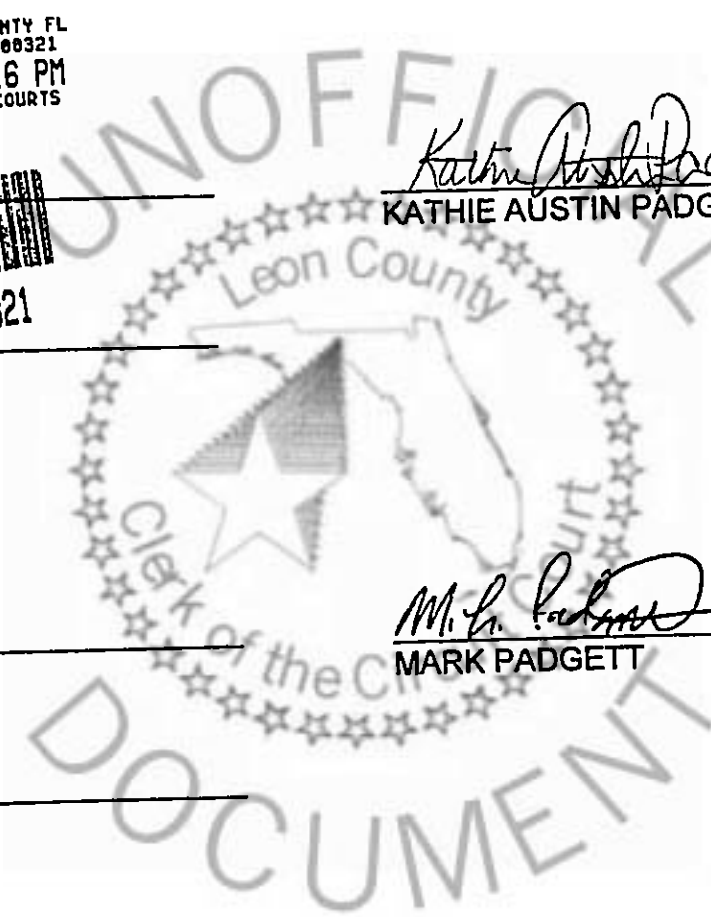


5-12 Ex Parte Hearing The Husband agrees to come to Tallahassee, Florida and be present for the parties final hearing, at a date and time that is mutually agreeable

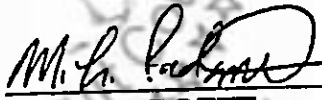
IN WITNESS WHEREOF, the parties have executed this Marital Settlement Agreement this 2 day of September, 1999


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KATHIE AUSTIN PADGETT


MARK PADGETT

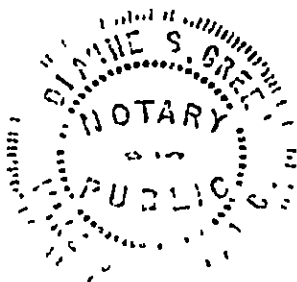

OFFICIAL SEAL
Notary Public North Carolina
County of Harrett
Laura Brennan McLeod
My Commission Expires 3/27/2001



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STATE OF North Carolina
COUNTY OF Wake

The foregoing Marital Settlement Agreement was acknowledged before me this 2nd day of September, 1999, by KATHIE AUSTIN PADGETT, who produced Florida Driver's License number A235-512-64-684-0 and who did take an oath

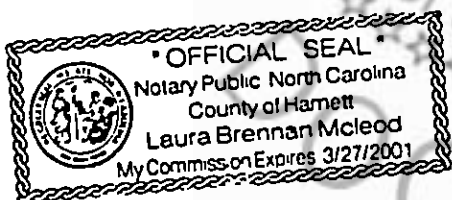


Dianne S. Green
NOTARY PUBLIC

My Commission Expires June 7, 2002

STATE OF North Carolina
COUNTY OF Wake

The foregoing Marital Settlement Agreement was acknowledged before me this 13th day of October, 1999, by MARK PADGETT, who produced Florida Driver's License number P323 552 61 404 0 and who did take an oath



Laura Brennan McLeod
NOTARY PUBLIC
My Commission Expires

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

CASE NO 99- 6159

IN RE The Marriage of
KATHIE L AUSTIN PADGETT,
Petitioner/Wife,

R2000003906
RECORDED IN
PUBLIC RECORDS LEON CNTY FL
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FILED
JAN 19 2000
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LEON COUNTY, FLORIDA

and
MARK PADGETT,
Respondent/Husband



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MARITAL SETTLEMENT AGREEMENT

This is a Marital Settlement Agreement between KATHIE AUSTIN PADGETT, Wife,
and MARK PADGETT, Husband

RECITALS

- 1 The parties are now Husband and Wife, having been duly married to each other on July 4, 1992, at Tallahassee, Florida
- 2 An action is contemplated to dissolve the marriage of the parties
- 3 The parties have reached this agreement on all issues between them, and this agreement is intended to resolve all issues which could be raised in any action for dissolution of marriage

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4 It is the desire and intention of the parties that their rights and obligations with respect to equitable distribution of assets and liabilities, alimony, costs and attorney's fees be fixed by this agreement. The parties are entering into this agreement to settle and determine in all respects and for all purposes their respective present and future marital rights, claims, and demands in such a manner that all such issues will be finally and conclusively settled and determined by this agreement.

Now, therefore, in consideration of the mutual covenants contained in this agreement, for other good and valuable consideration, and in contemplation of dissolution of marriage, the parties agree as follows

I PROPERTY SETTLEMENT

1-1 Equitable Distribution The parties agree that the following division of their marital property is fair and equitable between them, and each party accepts that property to be distributed to him or her in full and complete satisfaction of all rights in and to the marital property. While the division of property contained in this agreement may not be exactly equal, the parties acknowledge that, considering the other provisions of this agreement, the division of property is equitable.

1-2 Wife's Property The Wife shall take all right, title and interest in the following property

a The household furnishings, vehicle and other personal property now in her possession

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b All assets associated with Wife's past and present employment, including retirement, leave time and benefits, including her State of Florida Deferred Compensation Plan (valued at approximately \$9,161 00) and State of North Carolina Compensation Plan.

c Wife's bank and savings accounts including the Wife's account at State Employees Credit Union with a balance of approximately \$311 00

d Any retirement accounts, IRA accounts, 401k accounts, or similar accounts in Wife's name

e Any life insurance policies on the life of the Wife

f 1996 Jeep Cherokee, titled in the Husband's name This vehicle is encumbered by a loan in joint names in the amount of approximately \$8,346 00 The Wife agrees to assume this loan and to remove the Husband's name from the note, within 60 days of execution of this agreement The Husband agrees to transfer title to the Wife within 5 days of execution of this agreement

~~g The Wife shall take the chocolate Labrador Retriever named Bud and the black Labrador Retriever named Zak~~
MP 10/17/99
KLAP 9/2/99

1-3 Husband's Property The Husband shall take all right, title and interest in the following property

a The household furnishings, vehicles and personal property now in his possession

b The Husband's bank and savings accounts, including his Navy Federal Credit Union Account with a balance of approximately \$12,508 and the Husband's Marine

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Federal Credit Union with a balance of approximately \$261 04

c All assets associated with the Husband's past and future employment, including retirement, leave time and benefits, including his State of Florida Deferred Compensation Plan (valued at approximately \$9,290 00) and his military retirement plan(s)

d Any retirement accounts, IRA accounts, 401k accounts or similar account's in the Husband's name

e Life insurance policies on Husband's life

f 1997 Porsche Boxster, titled in the Husband's name This vehicle is encumbered by a loan/security interest in joint names, in the amount of approximately \$23,619 00 The Husband agrees to assume this loan and to remove the Wife's name from the loan/security interest within 60 days of the execution of this agreement

g 1999 Ford Explorer, titled in the Husband's name and encumbered by a loan/security interest in the Husband's name alone In the amount of \$9,423 00

h The rental property located at 503 Dennis Road, Jacksonville, North Carolina (owned by the Husband prior to the marriage but encumbered by a mortgage/deed of trust in joint names, in the amount of \$25,000 00 The Husband agrees to remove the Wife's name from the title and mortgage/deed of trust within 60 days of the execution of this agreement The Husband agrees that the Wife shall have no obligation on this mortgage/deed of trust

i Mantal home located at 4925 Swisswood Drive, Raleigh, North Carolina (the home is presently encumbered by a mortgage, both parties' names, in the amount of

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approximately \$179,000.00). The marital home is currently listed for sale. The parties agree that neither party will take the house off of the market without the consent of the other party. The Husband agrees to be responsible for all mortgage payments, upkeep and maintenance on the marital home and to indemnify and hold the Wife harmless for any liabilities associated with the marital home.

The parties agree the Wife will not pay any of her personal bills (i.e., bills associated with any of the assets or debts the Wife is receiving under the terms of this agreement) out of the joint State Employees Credit Union account, unless she receives prior permission from the Husband.

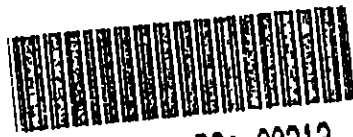
The Husband agrees that any money spent out of this joint account will not be credited against the Wife's share of the marital settlement she is to receive under the terms of this agreement.

The parties agree that, subject to paragraph 1-4 of this agreement, the proceeds from the sale of the marital home shall be the sole and exclusive possession of the Husband.

The Wife agrees to vacate the marital home by September 10, 1999 and leave the marital home in a reasonably clean manner. The parties agree the Husband shall be responsible for making the decision regarding the sale price on the marital home.

j Husband's Roth IRA

k Certificate of Deposit Navy Federal Credit Union in the amount of



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approximately \$40,000 00

I State Employees Credit Union checking and savings account in joint names with a balance of approximately \$2,897 00 (The parties agree to do whatever is necessary to remove the Wife's name from this account and to close the account if the Wife's name cannot be removed from the account. The parties will agree on a date to remove the Wife's name from the account. If the parties cannot agree on a date for removal of the Wife's name from the account, then the account shall be closed when the marital home is sold)

~~m The Husband shall be entitled to the chocolate labrador named Spike~~

MP 10/13/99

~~Until the Husband is able to take the dog the Wife shall continue to care for the dog~~

KLAP 4/2/99

1-4 Property Settlement The parties agree to the following division of their

marital assets. The Wife acknowledges that she may have a claim to a greater share of the marital assets but agrees to this division as fair and equitable. The Husband shall pay to the Wife the amount of \$30,000 00 as a property settlement. This settlement amount shall be paid as follows

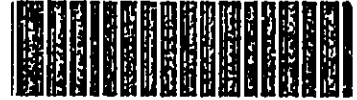
a. The Husband will pay to the Wife as a property settlement the amount of \$25,000 00. This money shall be paid by March 1, 2000, or upon the sale of the marital home, whichever is sooner. The Husband acknowledges he is responsible for paying this money to the Wife. The Husband agrees that this sum will be paid in cash only and not by providing the Wife with tangible or intangible assets sufficient to equal this amount.

The Husband agrees to be responsible for and make all

payments associated with the marital home, as stated in paragraph 1-3 (i)

b The Husband shall pay to the Wife the sum of \$5,000 00 as a property settlement This money shall be paid to the Wife by September 10, 1999

1-5 Acknowledgment The parties agree that paragraph 1-4 represents a complete satisfaction for any and all amounts pursuant to this agreement and any and all obligations Husband may owe to the Wife resulting from the same



II DEBTS AND TAXES

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2-1 Own Debts Each party shall be responsible for and indemnify and hold the other party harmless for all debts incurred by that party since the date of separation, August 1, 1999, the date the parties acknowledge as the date they stopped living together as Husband and Wife

1 HUSBAND'S DEBTS The Husband agrees to pay, indemnify and hold the Wife harmless for payment of the following debts totaling approximately \$237,000 00

	<u>Amount</u>
1 NFCU Visa	0
2 Delta American Express	0
3 CitiBank MasterCard	0
4 Navy Federal C U (4925 Swisswood Drive, Marital home)	\$179,000 00
5 North Federal Credit Union(503 Dennis Rd)	\$ 25,721 00
6 State Employees C U (Porsche Boxster)	\$ 23,619 00

7 Ford Financial Services(Ford Explorer)

\$ 9,423 00

2 WIFE'S DEBTS The Wife agrees to pay, indemnify, and hold the

Husband harmless for the following debts totaling approximately \$8,346 00

	<u>Amount</u>
1 State Employees C U (1996 Jeep)	\$ 8,346 00
2 Nations Bank Visa	\$ 600 00



2-2 Liens Except as provided herein, each party shall pay, indemnify, defend and

hold the other party harmless from any liability encumbering any asset received by that party from August 1, 1999, the date the parties agree they stopped living together as Husband and Wife

2-3 Credit Neither party shall increase the liabilities of the other party, nor make any charges to any account for which the other party may be held responsible following the execution of this agreement. All accounts and charge cards in the name of one party shall be used only by that party. Each party shall pay all debts in that party's name, except as is provided herein

2-4 Joint Debts If the parties have any credit cards in joint names or for which the other party is a cosignatory on the account, that party agrees to have the other parties name removed from the account or close the account, and hold the other party harmless for any debt incurred on the account during the marriage except as provided in this agreement

2-5 Mortgage Interest for the 1999 Tax Year The parties will be filing separate tax