

IN THE CIRCUIT COURT OF THE FIFTEENTH  
JUDICIAL CIRCUIT OF FLORIDA, IN AND  
FOR PALM BEACH COUNTY, FLORIDA  
FAMILY LAW DIVISION

CASE NO.

IN RE: THE MARRIAGE OF

AGNES SZABO,  
Petitioner/Wife,  
and

THEODORE SZABO,  
Respondent/Husband.

**PETITION FOR DISSOLUTION OF MARRIAGE**

The Petition For Dissolution of the Petitioner, AGNES SZABO shows that:

1. This is an action for dissolution of the bonds of marriage between the Petitioner, AGNES SZABO and the Respondent, THEODORE SZABO.
2. The Petitioner has been a resident of the State of Florida for more than six months next before filing this Petition For Dissolution of Marriage.
3. The Petitioner and the Respondent were married to each other on October 4, 2004 in Islamorada, FL.
4. The marriage between the parties is irretrievably broken.
5. There were no children born of the marriage and non contemplated.
6. The parties have entered into a Marital Settlement Agreement on October 4, 2022 which resolves all issues. A copy of the Marital Settlement Agreement is attached hereto as Exhibit "A".

*In Re: The Marriage of Szabo*  
*Case No:*  
*Petition for Dissolution of Marriage*

WHEREFORE, the Petitioner, AGNES SZABO, requests:

- A. That the Court take jurisdiction over the parties and the subject matter of this action;
- B. The dissolution of her marriage to the Respondent; and
- C. The Marital Settlement Agreement hereinafter denoted as Exhibit "A" is approved and ratified by the Court and is incorporated herein by reference as though set forth at length herein and the parties are ordered to comply with the provisions of the Marital Settlement Agreement as agreed.
- D. The Wife requests restoration of her former name to: AGNES M. BOGDAN.
- E. This Court specifically reserves jurisdiction of this entire matter to enter such further orders as may be deemed equitable and appropriate. Further, both parties are ordered to take such reasonable and necessary action and conduct themselves in such a manner as to carry out the intent and purpose of the Marital Settlement Agreement.

I HEREBY CERTIFY that a true and correct copy of this document has been served via private process server to the Respondent.

KATHRYN M. BEAMER, P.A.  
Attorney for the Petitioner/Wife  
11811 U.S. Highway One, Suite 102  
North Palm Beach, FL. 33408  
Eservice: kathrynbeamerpa@gmail.com  
Telephone: (561) 686-0803

By: /s/ Kathryn M. Beamer  
KATHRYN M. BEAMER  
Fla. Bar No.: 275026

MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 4<sup>th</sup> day of October, 2022 by and between THEODORE SZABO hereinafter the "Husband," and AGNES SZABO hereinafter the "Wife."

WITNESSETH

WHEREAS, the parties were married to one another on October 4, 2004; and

WHEREAS, there were no children of the marriage; and

WHEREAS, the Wife is not pregnant and no issue are contemplated; and

WHEREAS, that as a result of certain unhappy and irreconcilable differences and difficulties that have arisen between the parties, they agree their marriage is irretrievably broken and they desire to live separate and apart; and

WHEREAS, this Agreement is intended to be a full settlement of either party's right to alimony, support, maintenance, suit money and attorney's fees, as well as a complete and final settlement of the parties' rights to the property now owned by them, either jointly or individually, both real and personal, and property which may hereafter be acquired by them, either jointly or individually, both real and personal, and is intended to resolve any and all rights and obligations of the parties to one another.

NOW, THEREFORE, in consideration of the promises, the mutual covenants, conditions, provisions, undertakings and releases herein contained, and for other good and valuable considerations, the parties hereby mutually covenant and agree with each other as follows:

TS  
TS

AS  
AS

**ARTICLE I**

The parties represent to each other the following:

**A. LEGAL COUNSEL:** Each party understands that they have had the opportunity to seek their own legal advice by counsel of his or her own selection in the negotiation of this Agreement.

The Husband is unrepresented and the Wife is represented by Kathryn M Beamer, Esquire.

**B. VOLUNTARY EXECUTION:** The parties having been fully, separately and independently apprised and advised of their respective legal rights, remedies, privileges and obligations, arising out of the marriage relationship, and each having, in addition thereto, made independent inquiry and investigation with respect to all of the same, and each party understanding the facts and circumstances, and each party acknowledging that this Agreement is fair, just, adequate and reasonable for their best interests, and that it is not the result of any fraud, duress or undue influence exercised by either party upon the other or by another person or persons upon the other, the parties hereby sign this Agreement freely and voluntarily, and intending to be bound by it.

**C. DISCLOSURE AND ACCEPTANCE:**

Each party represents to the other that he or she, as the case may be, has been given the opportunity to request full financial disclosure of the nature, extent and character of his or her income, assets and liabilities and avail himself or herself of the discovery process but that they have elected not to do so and they have waived rights to further financial disclosure. Absent fraud, the failure to have further disclosure from the other shall not serve as a basis to set this Agreement aside.

  
\_\_\_\_\_  
TS

  
\_\_\_\_\_  
AS

**D. ENTIRE AGREEMENT:** Each party understands and agrees that this Agreement constitutes the entire contract of the parties, who hereby acknowledge that there have been and there are no representations, warranties, covenants, promises or understandings other than those expressly set forth herein.

**E. FREEDOM FROM INTERFERENCE:** The parties hereto agree that TSither party shall in any way molest, disturb, harass, annoy or trouble the other, or interfere with the peace, comfort, life, business or personal affairs of the other, and that each party may conduct, carry on and engage in any employment, business, trade, activity, endeavor or profession, or carry on his or her personal affairs in such manner as he or she shall deem advisable for his or her sole or separate use and benefit, free from any control, restraint or interference, direct or indirect, by the other party, in all respects as if each were unmarried.

**ARTICLE II**  
**ALIMONY**

Except as otherwise provided in this Agreement, each party releases all rights, claims or demands against the other for all forms of alimony, maintenance or support, including but not limited to rehabilitative alimony, bridge the gap alimony, durational alimony, lump sum alimony, permanent periodic alimony, support unconnected with the dissolution of marriage or divorce and support connected with the dissolution of marriage or divorce. This paragraph shall include all rights now existing or that may hereafter be conferred on either party by statute, court decision or otherwise.

TS

\_\_\_\_\_  
TS

AS

\_\_\_\_\_  
AS

**ARTICLE III**  
**DISTRIBUTION OF ASSETS AND LIABILITIES**

All of the assets and debts of the parties, marital and non marital along with the agreed upon values of each are contained on Exhibit "A" attached.


**A. VEHICLES:**

The Wife shall be entitled to the use, possession and ownership of the Subaru. The Wife shall be responsible for all expenses related to this motor vehicle and hold the Husband harmless regarding same including reasonable attorney's fees and costs. If the Husband possesses the certificate of title to this vehicle and, if necessary, to transfer the title to this vehicle to the Wife's sole name, the Husband shall deliver the certificate of title to these vehicles to the Husband with the Husband's signature (duly notarized, if required by applicable law) affixed thereto together with any other documentation that may be necessary to transfer such title to this vehicle to the Wife.

The Husband shall be entitled to the use, possession and ownership of the Honda which is his non marital property. The Husband shall be responsible for any expenses related to this motor vehicle and hold the Wife harmless regarding same including reasonable attorney's fees and costs.

**B. HOUSEHOLD FURNITURE AND FIXTURES:**

The Furniture and furnishings shall be divided equally between the parties. If the parties are unable to agree on the distribution, they shall attend a mediation before attempting to seek relief from the Court.

  
\_\_\_\_\_  
TS

  
\_\_\_\_\_  
AS

**C. JEWELRY, CLOTHING AND PERSONAL EFFECTS:**

The Wife shall have exclusive ownership and absolute possession of her own personal jewelry, clothing and personal effects. The Wife shall have exclusive ownership and absolute possession of any heirlooms from her family

The Husband shall have exclusive ownership and absolute possession of his personal jewelry, clothing and personal effects. The Husband shall have exclusive ownership and absolute possession of any heirlooms from his family

**D. REAL PROPERTY**

1. The parties own real property located at 12554 Westhampton Circle, Wellington, FL 33414. Upon paying the Wife her equity interest in the home and car of \$102,500 from his 50% share of the retirement assets after the distribution describe in paragraph E 1. below, the Wife shall sign a Quit Claim Deed in the Husband's favor and the Husband shall have sole use, possession and title to the property.

The Husband shall refinance the mortgage to remove the Wife from the mortgage obligation within 90 days of the date of this Agreement. If the Husband is unable to refinance the mortgage to remove the Wife's name, the property shall be immediately placed on the market for sale. The Husband shall be entitled to the net proceeds.

2. The Wife has a condominium in Houston, Texas. The Wife shall be entitled to sole, use, possession and ownership of this non marital asset and the Husband shall make no claim upon it.

TS  
TS

AS  
AS

**E. RETIREMENT, CASH AND INVESTMENT ACCOUNTS:**

1. The parties have a total of \$373,352 in retirement accounts. The Wife has \$21,113 in a non marital IRA. After subtracting the non marital IRA, the remaining funds shall be divided equally between the parties. In order to equalize the retirement funds the Husband shall transfer to the Wife \$55,993. The Husband shall pay the Wife her equity interest in the home of \$102,500 and the retirement equalizer of \$55,993 from his 50% of his retirement funds as well making the total due to the Wife from his retirement \$158,493. If a Qualified Domestic Relations Order is necessary to transfer the funds, the parties shall be equally responsible for the cost of preparing the Qualified Domestic Relations Order. The parties shall engage a QDRO preparer within 10 days of the Final Judgment of this marriage.

2. The parties shall each be entitled to 50% of the brokerage account at Fidelity and all checking and savings accounts.

**F. DEBT**

The parties shall discontinue the use of any and all joint credit cards. The balances on all credit cards have been paid monthly. Any balance due on the date of this Agreement shall be paid by the party who incurred the debt. Each shall be responsible for their own credit card debt incurred from the date of this Agreement forward.

Neither party shall incur any further indebtedness for which the other party will be held liable. Each party holds the other harmless from any liability for debts incurred subsequently.

**H. HEALTH INSURANCE**

Each party shall be responsible for his/her own health insurance.

TS  
TS

AS  
AS



**ARTICLE IV**  
**MUTUAL RELEASES**

**A. GENERAL RELEASE:** Subject to the provisions of this Agreement, each party (for himself and herself, and his or her heirs, legal representatives, executors, administrators and assigns) hereby irrevocably releases, remises, relinquishes and forever discharges, the other from all causes of action, claims, rights or demands whatsoever, in law or in equity, which either of the parties had or now have, against the other. Each party hereby irrevocably releases and relinquishes all claims, rights and interests which that party may now have in any property real, personal or mixed of the other party, wherever and however such property may have been acquired by the said party and each party represents that all the said property, real, personal or mixed, owned by either of the parties at the time of their marriage or subsequently acquired, separately or together, and owned by the parties or either of them at the time of their separation has heretofore been equitably distributed and apportioned between them and each party hereby ratifies and affirms that distribution.

**B. MARITAL CLAIMS:** Except as provided in this Agreement, each party waives any right relative to and releases the other from all claims and demands of every sort to the same extent as if the parties had never been married, particularly including, but not limited to:

1. Periodic alimony, lump sum alimony, equitable distribution and division of property rights.
2. To elect to take against any Will or Codicil of the other party now in force. This shall not apply to any Will or Codicils executed after the date of this Agreement.
3. To share in the other party's estate and to exercise any right of elective share he or she may have.

TS  
\_\_\_\_\_  
TS

AS  
\_\_\_\_\_  
AS

4. To act as Personal Representative or Administrator of the other party's estate except only as provided by a Will or Codicil executed after the date of this Agreement.

5. To any right either party may have in or to the Homestead real property of the other party, whether the same may be afforded by statute or state constitution, including the Florida Constitution.

**ARTICLE V**  
**TESTAMENTARY DISPOSITION**

The parties do hereby agree that this Marital Settlement Agreement shall be final and conclusive between them, regardless of whether or not either party may die prior to this Agreement becoming incorporated into a Final Judgment of Dissolution of Marriage. Each party waives dower in and to the assets of the estate of the other, and either party shall have the right of disposing of his or her respective property by a Will and Testament with the same force and effect as if the parties were unmarried. The estate of either shall belong to the person or persons who would have become entitled thereto were the parties' unmarried. Both parties further agree that they will permit any Will of the other to be probated and that in the event that either shall die intestate, both parties agree to allow the administration of the other's estate to be taken out by persons who would have been entitled thereto as though the parties hereto were now unmarried. Each party hereto further waives any and all rights to the other party's estate, including but without limitation, a right of family allowance.

**ARTICLE VI**  
**FURTHER ASSURANCES**

The Husband and Wife shall, upon execution of this Agreement and from time to time at the request of the other or at the request of his or her legal representatives, promptly make, execute, acknowledge and deliver to the other party, any and all future instruments that may be reasonably

TS  
TS

AS  
AS

required or desirable for the purpose of giving full force and effect to the provisions of this Agreement, without charge therefore. Unless a time is specified in which papers must be executed and delivered to accomplish transfer or in which another act must be done, the party required to do the act or execute the instrument shall do so within ten (10) days of the request of the party.

**ARTICLE VII**  
**TAX ADVICE**

The parties hereby acknowledge and agree that each has had the opportunity to retain his/her own accountants, certified public accountants, tax advisor or tax attorney with reference to the tax implications of this Agreement. Further, both parties hereby acknowledge that neither has relied upon the tax advice that may or may not have been given by their respective attorneys who had represented them in negotiating this Agreement and their dissolution of marriage proceedings. Further, both parties hereby acknowledge that each has been advised by their respective attorney to seek his or her own independent tax advice by retaining an accountant, certified public accountant, tax attorney, or tax advisor with reference to the tax implications involved in this Agreement. Further, the parties acknowledge and agree that their signatures to this Agreement serve as their acknowledgment that they have read this particular paragraph and have had the opportunity to seek independent tax advice.

**ARTICLE VIII**  
**MODIFICATION AND WAIVER**

The parties hereby agree that modification or waiver of any provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement. Failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

TS  
TS

AS  
AS

**ARTICLE IX**  
**DEFAULT**

In the event either of the parties to this Agreement defaults in his or her obligations hereunder, the party in default shall be liable to the non-defaulting party for all reasonable expenses incurred, including reasonable attorney's fees, in the enforcement of obligations created by this Agreement.

**ARTICLE X**  
**AGREEMENT BINDING ON SUCCESSORS**

Each and every covenant, promise and agreement herein contained shall inure to the benefit and shall be binding upon the heirs, legatees, devisees, assignees, administrators, personal representative, executors and successors in interest of the parties hereto.

**ARTICLE XI**  
**GOVERNING LAW**

This Agreement is entered into in the State of Florida and shall be construed and interpreted under and in accordance with the laws of the State of Florida, as the parties to this Agreement are each residents of the State of Florida.

**ARTICLE XII**  
**ARTICLE AND PARAGRAPH HEADINGS**

The titles of the various articles and paragraphs of this Agreement are supplied for convenience only and are not intended to add or to detract from this Agreement nor are they to be used to construe or interpret this Agreement.

In the event any provision of this Agreement should be held to be contrary to, or in doubt under, the law of any country, state or other jurisdiction, such illegality or invalidity shall not affect

TS  
TS

AS  
AS

in any way any other provision hereof, all of which shall continue, nevertheless, in full force and effect in any country, state or jurisdiction in which such provision is legal and valid.

**ARTICLE XIII**  
**SUBSEQUENT DISSOLUTION OF MARRIAGE**

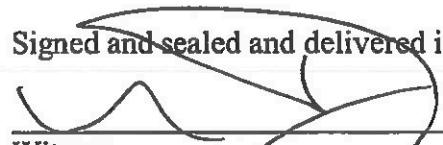
Nothing contained in this Agreement shall be construed to prevent either party from obtaining a dissolution of marriage in any Court of competent jurisdiction.


In any action for dissolution of marriage, neither of the parties, provided that neither is in default under this Agreement, shall make claim for alimony, either temporary or permanent, or for attorney's fees, or for other relief inconsistent with the terms of this Agreement.

This Agreement may be offered in evidence by either party in any action for dissolution of marriage, and if acceptable to the Court, shall be referred to and approved by the Court. However, notwithstanding incorporation in any Final Judgment dissolving the marriage of the parties, this Agreement shall not be merged in but shall survive the Final Judgment dissolving marriage and be binding on the parties as a contract.

IN WITNESS WHEREOF, the parties have signed and acknowledged this Agreement.

Signed and sealed and delivered in the presence of:

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
THEODORE SZABO

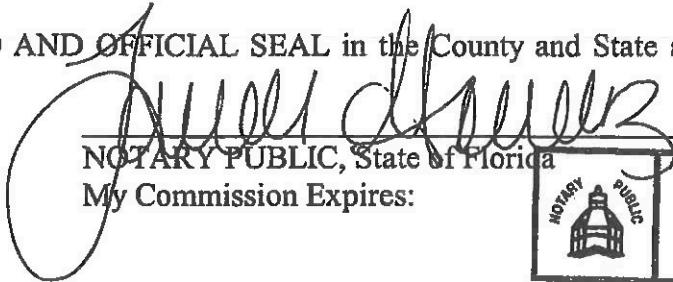
TS  
TS

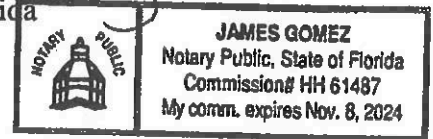
  
\_\_\_\_\_  
AS

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared, **THEODORE SZABO** to me well known to be the person described in and who executed the foregoing Marital Settlement Agreement, and he acknowledged his identity by producing his Florida Driver's License before me and that he further acknowledged that he executed this Agreement voluntarily for the purposes therein expressed.

4th WITNESS MY HAND AND OFFICIAL SEAL in the County and State aforesaid, this  
day of Oct, 2022.

  
NOTARY PUBLIC, State of Florida  
My Commission Expires:



Signed, sealed and delivered  
in the presence of:

Witness

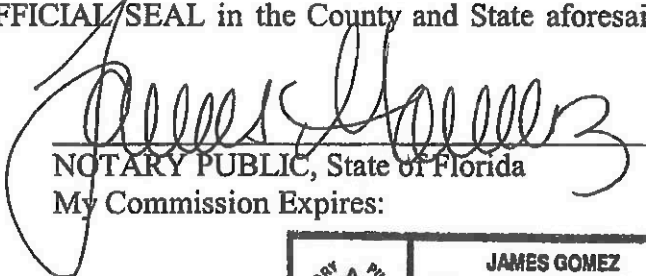
Witness

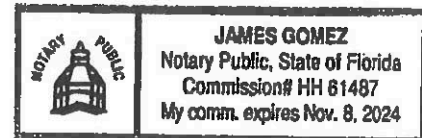
  
AGNES SZABO

STATE OF FLORIDA  
COUNTY OF

BEFORE ME, the undersigned authority, personally appeared, **AGNES SZABO** to me well known to be the person described in and who executed the foregoing Marital Settlement Agreement, and she acknowledged her identity by presenting her Florida Driver's License before me, and she further acknowledged that she executed voluntarily for the purposes therein expressed.

4th WITNESS MY HAND AND OFFICIAL SEAL in the County and State aforesaid, this  
day of Oct, 2022

  
NOTARY PUBLIC, State of Florida  
My Commission Expires:



W:\SZABO, AGNES\PLEADINGS\MSA 7-20-22.wpd

TS  
TS

AS  
AS

Szabo, Agnes M.

Assets

|                               |           |  |
|-------------------------------|-----------|--|
| Retirement (as Roth IRA, IRA) | \$141,240 | (\$21,113 pre-marital)                           |
| Investment Account            | \$1200    | half of what is in both spouses names            |
| Cash                          | \$11,100  | half of all checking and savings                 |
| House equity                  | \$100,000 | half of the equity                               |
| Subaru                        | \$25,000  |  |
| Condo                         | \$87,000  | pre-marital                                      |
| Furniture, jewelry            |           | We already divided it to our mutual satisfaction |

Debts \$0

EXHIBIT A

Szabo, Theodore J.

Assets

Retirement (as Roth IRA, IRA, 401k)     \$232,112

Investment Account                             \$1200     half of what is in both spouses names

Cash     \$11,100     half of all checking and savings

House     Value \$340,000, remaining mortgage \$110,000

Honda     \$9,000

Furniture, jewelry                                 We already divided it to our mutual satisfaction

Debts     \$110,000 remaining mortgage (Husband is keeping house)