

IN THE CIRCUIT COURT OF THE 7th JUDICIAL CIRCUIT
IN AND FOR FLAGLER COUNTY, FLORIDA

SUNTRUST BANK,

CASE NO.: 2012 CA 001607

Plaintiff,

vs.

JAMES L. MANFRE and
CORNELIA D. MANFRE,

Defendants.

STIPULATION FOR SETTLEMENT

Plaintiff, SUNTRUST BANK, and Defendants, JAMES L. MANFRE and CORNELIA D. MANFRE, hereby stipulate and agree as follows:

1. **Settlement:** The parties have agreed to settle this Action, including all pending claims and counter-claims, pursuant to the following terms and conditions.
2. **Schedule of Payment:** Plaintiff shall pay Defendants the sum of \$5,000.00 via certified check, due on November 29, 2013.
 - (a) The check shall be made payable to the **Sidney M. Nowell, P.A. Trust Account**.
3. **Mutual Release:** The parties shall execute the Mutual Release of Claims, incorporated by reference and attached hereto as Exhibit "A".
4. **Dismissal:** The parties agree that, upon full and final payment pursuant to this Stipulation for Settlement, the parties shall file an Agreed Order of Dismissal, each party to bear its own attorneys' fees and costs.
5. The Parties and/or their attorneys agree not to disclose or otherwise publicize the terms of this Stipulation for Settlement or the contents of any prior discussion and/or meetings with any of the parties' employees.
6. This Stipulation for Settlement is made without prejudice to the parties' positions and

is intended to resolve this matter, and should not be construed as an evaluation of the merits of this claim.

7. Each party hereto for itself expressly warrants and represents that the representative signing this Stipulation for Settlement on its behalf has authority to sign this Stipulation for Settlement on behalf of said party and bind said party to the terms of this Stipulation for Settlement.

8. The undersigned hereby declare that they are eighteen years of age or over and that they are suffering from no legal disabilities whatsoever, and that they are suffering from no mental or physical disability that would disable them from executing this Stipulation for Settlement.

9. This Stipulation for Settlement may be executed in counterparts and each such counterpart shall be deemed an original and may be transmitted by facsimile or electronic mail.

Dated: March 12, 2009.

SUNTRUST BANK



Michael Nixon, Esq.

GILL LAW FIRM P.A.

Attorneys for Plaintiff

1625 South Congress Avenue, Suite 300

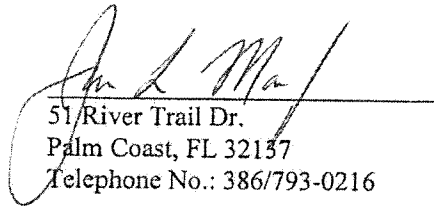
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JAMES L. MANFRE




51 River Trail Dr.

Palm Coast, FL 32137

Telephone No.: 386/793-0216

CORNELIA D. MANFRE



51 River Trail Dr.

Palm Coast, FL 32137

Telephone No.: 386/931-9256

EXHIBIT “A”

IN THE CIRCUIT COURT OF THE 7th JUDICIAL CIRCUIT
IN AND FOR FLAGLER COUNTY, FLORIDA

SUNTRUST BANK,

CASE NO.: 2012 CA 1607

Plaintiff,

vs.

JAMES L. MANFRE and
CORNELIA D. MANFRE,

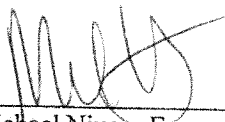
Defendants.

MUTUAL RELEASE OF CLAIMS

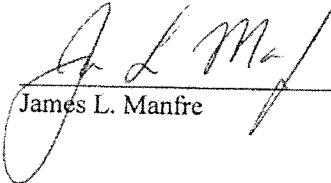
Plaintiff, SUNTRUST BANK, and Defendants, JAMES L. MANFRE and CORNELIA MANFRE a/k/a CORNELIA D. MANFRE, hereto agree to remise, release, acquit, satisfy, and forever discharge each party from any and all claims, counterclaims, and/or affirmative defenses that were asserted, or which could have been asserted, in that certain action encaptioned SUNTRUST BANK vs JAMES L. MANFRE and CORNELIA D. MANFRE, Case No. 2012 CA 1607, pending in the Circuit Court of the 7th Judicial Circuit of Florida.

Dated: Nov 12, 2013

BY:


Michael Nixon, Esq.
Attorney for SunTrust Bank

BY:


James L. Manfre

BY:


Cornelia D. Manfre

EXHIBIT "A"