

CDBG Funds  
Estimated Project Costs  
Rehabilitation/Replacement  
10240.340553101.5334420

Homeowner: Elaine F. Jackson  
1551 Tangelo Street  
Lake Wales, FL 33898

Case No. RC24-CDBG-001

|                     |    |            |    |            |
|---------------------|----|------------|----|------------|
| Bid Amount          | \$ | 181,200.00 | \$ | 181,200.00 |
| HO Contribution     |    |            |    |            |
| 0% Payback Mortgage |    |            |    |            |
| Deferred Mortgage   | \$ | 181,200.00 | \$ | 181,200.00 |

**Soft Costs (REPLACEMENT CDBG GRANT)**

|                        |    |           |    |           |
|------------------------|----|-----------|----|-----------|
| Service Delivery       | \$ | 4,718.00  | \$ | 4,718.00  |
| Appraisal              | \$ | 400.00    | \$ | 400.00    |
| Survey                 | \$ | -         | \$ | -         |
| Blue Prints            | \$ | 450.00    | \$ | 450.00    |
| Septic Tank Pumpout    | \$ | 650.00    | \$ | 650.00    |
| Soil Test              | \$ | 160.00    | \$ | 160.00    |
| Septic Permit          | \$ | 180.00    | \$ | 180.00    |
| Temp. Relocation       | \$ | 3,600.00  | \$ | 3,600.00  |
| NOC Recording Fees     | \$ | 13.00     | \$ | 13.00     |
| Mortgage Doc. Fee      | \$ | 635.00    | \$ | 635.00    |
| Mortgage Recording Fee | \$ | 70.00     | \$ | 70.00     |
| Total                  | \$ | 10,876.00 | \$ | 10,876.00 |

|                     |    |            |
|---------------------|----|------------|
| TOTAL PROJECT COSTS | \$ | 192,076.00 |
|---------------------|----|------------|

\*\*\*\*\*

|   |    |            |
|---|----|------------|
| Polk Deferred Mortgage & Security Agreement | \$ | 181,200.00 |
| 0% Payback Mortgage                         | \$ | -          |
| Grant Agreement                             | \$ | 10,876.00  |
| TOTAL                                       | \$ | 192,076.00 |

This Document Prepared By:  
Helen R. Sorhaindo  
Housing and Neighborhood Development  
Housing Development Section  
P.O. Box 9005, Drawer HS04  
Bartow, FL 33831-9005

## **Community Development Block Grant (CDBG) (C.F.D.A. #14.218) Rehabilitation/Reconstruction Deferred Mortgage and Security Agreement Mortgage Note**

Name: Elaine F. Jackson

Address: 1551 Tangelo Street, Lake Wales, FL 33898

Case Number: RC24-CDBG-001

Loan Amount: \$181,200.00

This Mortgage Note ("Note") is made on the date last signed below ("Effective Date"). The Grantor is **Elaine F. Jackson** whose post office address is **1551 Tangelo Street, Lake Wales, FL 33898**, the ("Owner(s)"). For value, the Owner promise to pay to the order of Polk County ("County"), a political subdivision of the State of Florida **One Hundred Eighty-One Thousand Two Hundred and No/100 Dollars (\$181,200.00)**, payable in one installment at Bartow, Florida or at such a place as may hereafter be designated in writing by the County. This debt is secured by the Mortgage and Security Agreement ("Mortgage") dated the same date as this Note.

The Note shall be for a period of **fifteen (15) years** and begins at the date of recording of the Deferred Mortgage and Security Agreement, as referenced in the Community Development Block Grant (CDBG) Rehabilitation/Reconstruction Program Homeowner Assistance Agreement. Repayment of this Note shall take place in the following manner:

1. If a default occurs, the Note shall be due and payable in full.
2. If no default occurs, the debt shall be permanently forgiven at the expiration of the **fifteenth (15th) year**.

This Note incorporates, and is incorporated into, the Mortgage of even date of the Property described above.

The Owner reserve(s) the right to prepay at any time all or any part of the principal amount of this Note without the payment of penalties or premiums.

If default be made in the payment of any sums mentioned herein or in said Mortgage, or in the performance of the mortgage, then the entire principal sum shall at the option of the County become at once due and collectible without notice, time being of the essence, and said principal sum shall bear interest from the date of default until paid at a rate not

RC24-CDBG-001

Page 1 of 3

to exceed three percent (3%) per annum. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

The County, at its option, may prepare an alternative promissory note ("Alternative Note") requiring monthly payments of principal and interest. All payments on the Alternative Note shall be applied first to the interest due on the Note, and the remaining balance shall be applied to late charge, if any. The Owner has the right to reject the Alternative Note by paying the principal amount of this Note within thirty (30) days of default of the deferment. Failure of the Owner to pay the principal amount of this Note or execute an Alternative Note within thirty (30) days of default of the deferment will constitute failure on the part of the Owner. Such failure will be subject to suit by the County to recover on this Note.

If a suit is instituted by the County to recover on this Note, the Owner agree(s) to pay all costs of such collection, including reasonable attorney's fees and court costs.

This Note is secured by a Mortgage on real estate of even date duly filed for record in Polk County, Florida. The terms of said Mortgage are by this reference made a part hereof.

Demand, protest and notice of demand and protest are hereby waived, and the Owner hereby waives, to the extent authorized by law, any and all homestead and other exemption rights which otherwise would apply to the debt evidenced by this Note.

Each person liable here on whether maker or his heirs, legal representatives or assigns, hereby waives presentment, protest, notice, notice of protest and notice of dishonor and agrees to pay all costs, including a reasonable attorney's fee, whether suit be brought or not, if, after maturity of this Note or default hereunder, or said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the terms "holder", "maker", and "payee" shall be construed in the singular or plural as the context may require or admit.

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by the undersigned as duly authorized.

Attest:

Owner(s):

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Elaine F. Jackson

\_\_\_\_\_  
Print Name of Witness

Witness Address:

Housing & Neighborhood Development  
1290 Golfview Avenue  
P.O. Box 9005 Drawer HS04  
Bartow, FL 33831-9005

**STATE OF FLORIDA  
COUNTY OF POLK**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by Elaine F. Jackson, who ☐ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.

(AFFIX NOTARY SEAL)

\_\_\_\_\_  
Notary Public

Print Name \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Effective January 1, 2025

**RESIDENT INCOME CERTIFICATION – Homeownership/DPA**  
**Florida Housing Finance Corporation**  
**State Housing Initiatives Partnership (SHIP) Program**

Effective Date: \_\_\_\_\_ Allocation Year: \_\_\_\_\_

**A. Recipient Information** (select one)

- a. ☒ Current homeowner  
b. ☐ Home buyer ☒ Existing Dwelling ☐ Newly Constructed Dwelling

**B. Subsidy Use** (check all that apply)

- ☐ Down Payment Assistance ☐ Principal Buy Down  
☐ Closing Costs ☒ Rehabilitation  
☐ Interest Subsidy ☐ Emergency Repair  
☐ Loan Guarantee ☐ Other

**C. Household Information:** Include all household members

| Member | Full Name         | Relationship to Head | Age |
|--------|-------------------|----------------------|-----|
| 1      | Elaine F. Jackson | HEAD                 | 57  |
| 2      |                   |                      |     |
| 3      |                   |                      |     |
| 4      |                   |                      |     |
| 5      |                   |                      |     |
| 6      |                   |                      |     |
| 7      |                   |                      |     |
| 8      |                   |                      |     |

**D. Assets:** All household members including assets owned by minors

| Member   | Asset Description                 | Cash Value | Income from Assets |
|--|-----------------------------------|------------|--------------------|
| 1  | Cash App                          | 204.32     | 0.00               |
| 2  | MidFlorida Checking Account #3019 | 0.00       | 0.00               |
| 3  |                                   |            |                    |
| 4  |                                   |            |                    |
| 5  |                                   |            |                    |
| 6  |                                   |            |                    |
| 7  |                                   |            |                    |
| 8  |                                   |            |                    |
| Total Cash Value of Assets D(a)  |                                   | \$ 204.32  |                    |
| Total Income from Assets D(b)  |                                   |            | \$                 |
| If line D(a) is greater than \$51,600: Add the income from any assets for which actual income can be calculated, then calculate the imputed income for the assets where actual income cannot be calculated. To calculate imputed income, multiply the amount of assets where actual income cannot be calculated by the HUD specified rate D(c) |                                   |            | \$                 |

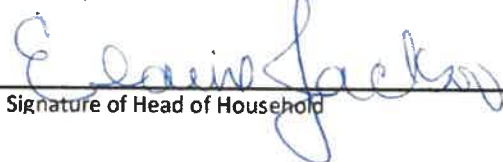
Effective January 1, 2025

|  |      |
|--|------|
| (.45%). Combine both amounts and enter results in D(c), which must be counted on page two alongside other sources of household income. | 0.00 |
|--|------|

E. **Anticipated Annual Income:** Includes unearned income and support paid on behalf of minors.

| Member  | Wages /<br>Salaries<br>(include tips,<br>commission,<br>bonuses and | Benefits /<br>Pensions | Public<br>Assistance | Other Income | *Asset<br>Income   |
|---|---|------------------------|----------------------|--------------|--|
| 1   |   | 12,912.00              |                      |              | (Enter the<br>greater of<br>box D(b)<br>or<br>box D(c),<br>above,<br>in box E(e)<br>below) |
| 2   |   |                        |                      |              |  |
| 3   |   |                        |                      |              |  |
| 4   |   |                        |                      |              |  |
| 5   |   |                        |                      |              |  |
| 6   |   |                        |                      |              |  |
| 7   |   |                        |                      |              |  |
| 8   |   |                        |                      |              |  |
|   | (a)   | (b)                    | (c)                  | (d)          | (e)  |
| Totals  | \$ 0.00   | \$ 12,912.00           | \$ 0.00              | \$ 0.00      | \$ 0.00  |
| Enter total of items E(a) through E(e). This amount is the <b>Annual Anticipated Household Income</b> |   |                        |                      |              | \$ 12,912.00   |

F. **Recipient Statement:** The information on this form is to be used to determine maximum income for eligibility. I/we have provided, for each person set forth in Item C, acceptable verification of current and anticipated annual income. I/we certify that the statements are true and complete to the best of my/our knowledge and belief and are given under penalty of perjury. **WARNING:** Florida Statute 817 provides that willful false statements or misrepresentation concerning income and assets or liabilities relating to financial condition is a misdemeanor of the first degree and is punishable by fines and imprisonment provided under S 775.082 or 775.83.

  
Signature of Head of Household

Date 2/5/25

Signature of Spouse or Co-Head of Household

Date \_\_\_\_\_

Signature of Household Member (over 18 years)

Date \_\_\_\_\_

Signature of Household Member (over 18 years)

Date \_\_\_\_\_

Signature of Household Member (over 18 years)

Date \_\_\_\_\_

Signature of Household Member (over 18 years)

Date \_\_\_\_\_

Effective January 1, 2025

G. **SHIP Administrator Statement:** Based on the representations herein, and upon the proofs and documentation submitted pursuant to item F, hereof, the family or individual(s) named in item C of this Resident Income Certification is/are eligible under the provisions of Chapter 420, Part V, Florida Statutes, the family or individual(s) constitute(s) a: (check one)



**Extremely Low Income (ELI) Household** means individuals or families whose annual income does not exceed 30% of the AMI as determined by HUD with adjustments for household size.

Maximum Income Limit: \$ 16,050.00



**Very Low Income (VLI) Household** means individuals or families whose annual income does not exceed 50% of the AMI as determined by HUD with adjustments for household size.

Maximum Income Limit: \_\_\_\_\_



**Low Income (LI) Household** means individuals or families whose annual income does not exceed 80% of the AMI as determined by HUD with adjustments for household size.

Maximum Income Limit: \_\_\_\_\_



**Moderate Income (MI) Household** means individuals or families whose annual income does not exceed 120% of the AMI as determined by HUD with adjustments for household size.

Maximum Income Limit: \_\_\_\_\_



**121-140% Income Household** means individuals or families whose annual income does not exceed 140% of the AMI as determined by HUD with adjustments for household size.

Maximum Income Limit: \_\_\_\_\_

Based upon the \_\_\_\_\_ (year)  
Income Limits for 2024 (MSA or County) Polk County

**Signature of the SHIP Administrator or His/Her Designated Representative:**

Signature

*Marie Smoker*

Date

02/05/2025

Name (print or type)

Marie Smoker

Title

Housing Administrative Supervisor

H. **Household Data** (to be completed by Head of Household only)

|   |                          |          |         |                        |                        |                                       |         |         |      |
|---|--------------------------|----------|---------|------------------------|------------------------|---------------------------------------|---------|---------|------|
| Household elects to not participate.                                |                          |          |         |                        |                        | _____<br>(Initials of Household Head) |         |         |      |
| Head of Household Data  |                          |          |         |                        |                        |                                       |         |         |      |
| By Race / Ethnicity   |                          |          |         |                        |                        | By Age                                |         |         |      |
| White   | Black                    | Hispanic | Asian   | American Indian        | Other                  | 0 - 25                                | 26 - 40 | 41 - 61 | 62 + |
|   | 1                        |          |         |                        |                        |                                       |         | 1       |      |
| Household Members Data  |                          |          |         |                        |                        |                                       |         |         |      |
| Special Target / Special Needs (Check all that apply to any member) |                          |          |         |                        |                        |                                       |         |         |      |
| Farm worker   | Developmentally Disabled | Homeless | Elderly | Special Needs (define) | Special Needs (define) |                                       |         |         |      |
|   |                          |          |         | SSDI                   |                        |                                       |         |         |      |

NOTE: Information in this Section H is being gathered for statistical use only. No resident is required to give such information

TUTHANK, RECORDED AND  
FILED IN PUBLIC RECORDS, CLERK, POLK COUNTY, FLA. 105701

# This Indenture,

Wherever used herein, the term "party" shall include the heirs, personal representatives, successors and assigns of the respective parties hereto; the use of the singular number shall include the plural, and the plural the singular; the use of any gender shall include all genders; and, if used, the term "note" shall include all the notes herein described if more than one.

Made this 29 day of SEPTEMBER A. D. 19 89  
Between DAISY L. MALONE, a single woman

of the County of Bay in the State of Florida  
party of the first part, and JOHN H. JACKSON, JR. and ELAINE F. JACKSON, his wife,  
whose mailing address is 1551 Big Sink Hole Road, Lake Wales, FL 33853

of the County of Polk in the State of Florida  
party of the second part,

Witnesseth, that the said party of the first part, for and in consideration of the sum of  
TEN Dollars,  
to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged,  
has granted, bargained and sold to the said party of the second part his heirs and assigns forever, the  
following described land, situate lying and being in the County of Polk  
State of Florida, to wit:

Lot 6 of HIGHLAND MANOR SUBDIVISION (unrecorded) more particularly described as:  
A parcel lying in the N $\frac{1}{2}$  of the NE $\frac{1}{4}$  of SE $\frac{1}{4}$  of Section 18, Township 30 South, Range  
28 East, and being more particularly described as follows, to-wit:  
From the NW corner of the N $\frac{1}{2}$  of the NE $\frac{1}{4}$  of SE $\frac{1}{4}$  of said Section run East a distance  
of 25.44 feet to a point; thence run South 01°00'45" West a distance of 339.84 feet  
to the point of beginning. From the point of beginning, run East a distance of  
125.50 feet to a point; thence run South a distance of 59 feet to a point; thence  
run West a distance of 126.55 feet to a point; thence run North 01°00'05" East a  
distance of 59.01 feet, more or less, to the point of beginning.

SUBJECT to an easement for utility purposes on the East 10 feet thereof.  
SUBJECT to the right of ingress and egress (including installation of water line)  
to well located on premises hereby conveyed for the purpose of obtaining water  
therefrom for adjoining property.

RESTRICTIONS: No livestock to be raised or kept on premises, except customary  
household pets; no junk cars to be stored on premises; no activities are permitted  
that may in any manner interfere with the comfort, quiet or convenience of adjoining  
property owners.

SUBJECT to any easements, covenants, restrictions and/or conditions of record and  
taxes for the current year.

And the said party of the first part does hereby fully warrant the title to said land, and will defend the same  
against the lawful claims of all persons whomsoever.

In Witness Whereof, the said party of the first part has hereunto set his hand and seal the day  
and year first above written.

Signed, Sealed and Delivered in Our Presence:

Catherine Patter  
Lonella K. Battle

Daisy L. Malone L.S.  
DAISY L. MALONE

918 E 10th Ct L.S.

Panama City Fla L.S.

32401 L.S.

State of Florida

Documentary Tax Pd. \$ 126.50

Intangible Tax Pd. \$ -

R.D. "Bud" Dixon, Clerk, Polk Co.

County of Bay

By: Deputy Clerk

FILED, RECORDED AND  
RECORD VERIFIED  
BY "Bud" DIXON, CLERK OF CL  
POLK COUNTY, FLA.  
BY BH DC

I Hereby Certify That on this day personally appeared before me, an officer duly authorized to  
administer oaths and take acknowledgments,

DAISY L. MALONE, a single woman  
to me well known and known to me to be the individual described in and who executed the foregoing  
deed, and she acknowledged before me that she executed the same freely and  
voluntarily for the purposes therein expressed.

Witness my hand and official seal at Panama City  
of Bay and State of Florida, this 29  
September, A. D. 19 89

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES MAY 26, 1992  
BONDED THRU GENERAL INS. UND.

Notary Public

1989 OCT 10 AM 9:42

112050

THIS INSTRUMENT PREPARED BY:  
JOE T. MARTIN, P. A. ATTORNEY AT LAW  
POST OFFICE BOX 949  
LAKE WALES, FL 33859-0949

RETURN BY ATTORNEY TITLE COURIER  
TO JOE T. MARTIN

600  
ME

2786 1055  
PAGE



IN THE CIRCUIT COURT OF THE TENTH JUDICIAL CIRCUIT,  
IN AND FOR POLK COUNTY, FLORIDA

Case No.: 53-2010DR-004011

Division: 02

IN RE THE MARRIAGE OF:

ELAINE MARIE JACKSON,  
Wife,

and

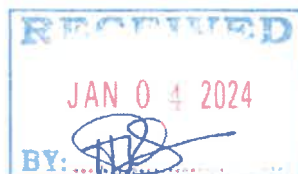
JOHN HENRY JACKSON, JR.,  
Husband

FILED  
2010 OCT 15 AM 10:00  
CIRCUIT COURT  
POLK COUNTY, FLORIDA

**FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE**

**THIS CAUSE** came to be heard on October 14, 2010, upon the Petition for Dissolution of Marriage filed by Wife. After taking testimony and other evidence in open Court and reviewing the Court file, the Court FINDS as follows:

1. The Court has jurisdiction of the parties and the subject matter herein.
2. The Petitioner has been a resident of the State of Florida for at least six (6) months prior to the filing of the Petition for Dissolution of Marriage.
3. The parties were married on or about August 17, 1987, in Florida and lived together as husband and wife until their final separation on or about January 2009.
4. There are no minor children born to or adopted by the parties involved in this action, and none are expected.
5. Irreconcilable differences exist and have caused the irretrievable breakdown of the marriage, and all efforts and hope of reconciliation would be impracticable and not in the best interests of the parties.
6. The parties wish to settle between themselves their respective rights, duties, and obligations regarding property and liabilities, and so have entered into a written Marital Settlement Agreement. This Agreement, attached hereto as Exhibit "A," was entered into voluntarily by each party, and has been filed of record and introduced into evidence at the final hearing in this cause.



CERTIFICATION ON LAST PAGE  
SHARL M. BUTTERFIELD  
CLERK OF THE CIRCUIT COURT

IT IS, therefore, **ORDERED** and **ADJUDGED** as follows:

1. The parties are awarded Judgment for Dissolution of Marriage, and the bonds of matrimony heretofore existing between JOHN HENRY JACKSON, JR., (hereinafter referred to as "Husband") and ELAINE MARIE JACKSON (hereinafter referred to as "Wife") are hereby dissolved.

2. The Marital Settlement Agreement of the parties, attached hereto as Exhibit "A" and incorporated herein by reference for all purposes, is approved and expressly made a part of this Final Judgment for Dissolution of Marriage, and all of the terms and provisions of said Agreement are RATIFIED, CONFIRMED, and ADOPTED as Orders of this Court to the same extent and with the same force and effect as if its terms and provisions were set forth verbatim in this Final Judgment, and the parties are **ORDERED** to comply with the terms and provisions of said Agreement.

#### **Real Estate**

3. There exists certain real property in which one or both parties may claim an interest, herein referred to as the "MARITAL HOME ON TANGELO STREET IN LAKE WALES, FLORIDA," located at 1551 Tangelo Street, Lake Wales, Florida.

4. The MARITAL HOME ON TANGELO STREET IN LAKE WALES, FLORIDA shall be the property of Wife, and Husband hereby waives and releases any and all claim or interest in said property.

#### **Retirement**

5. Each party shall receive any and all benefits existing by reason of his or her past, present, or future employment or military service, including but not limited to any profit-sharing plan, retirement plan, Keogh plan, pension plan, employee stock option plan, 401(k) plan, employee savings plan, military retired pay, accrued unpaid bonuses, disability plan, whether matured or unmatured, accrued or unaccrued, vested or otherwise, together with all increases thereof, the proceeds therefrom and any other rights related thereto. Any claim or interest therein that could be asserted by the other party is hereby released and terminated.

#### **Alimony**

6. Wife has an actual need for alimony or maintenance, and Husband has the ability to pay the same.

7. The parties agree that Husband shall pay rehabilitative alimony as provided below in order to assist Wife in establishing the capacity for self-support through the acquisition of education, training, or work experience necessary to develop appropriate employment skills or credentials.

8. Husband shall pay to Wife as rehabilitative alimony the amount of Six Hundred and Fifty and No/100 Dollars (\$650) per month, to be paid in weekly installments, with the first

CERTIFICATION ON LAST PAGE  
SACI M. BUTTERFIELD  
CLERK OF THE CIRCUIT COURT

installment of \$150.00 due and payable on November 1, 2010, and a like payment due and payable on Monday of each and every week thereafter.

9. The parties agree that the rehabilitative alimony is non-modifiable and shall terminate after two years (104 weekly payments).

10. Manner of Payment. Payments of alimony shall be made by income deduction order and paid through State Disbursement Unit, P.O. Box 8500, Tallahassee, Florida 32314-8500. Husband shall be responsible for all fees charged by such depository in connection therewith.

#### **Costs of Court**

11. Any costs of court, including the filing fee for the petition for dissolution, will be borne by the party incurring the same.

#### **Attorney's Fees**

12. Each party will be responsible for his or her own attorney's fees incurred herein.

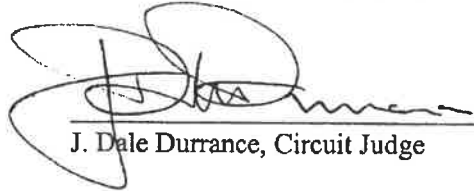
#### **Other Orders**

13. Each party shall (a) provide to the other party any necessary information or to execute and/or deliver any instrument or document necessary to transfer title or interest in property consistent with this Final Judgment or the Marital Settlement Agreement, and (b) timely perform such other acts that are reasonably necessary or that may be reasonably requested by the other party to effectuate the provisions of this Final Judgment or the Marital Settlement Agreement. This Final Judgment shall act as conveyance of the MARITAL HOME ON TANGELO STREET IN LAKE WALES, FLORIDA from Husband to Wife if no quit-claim deed is executed regarding the same.

14. Any right, claim, demand or interest of the parties in and to the property of the other, whether real, personal or mixed, of whatever kind and nature and wherever situated, including but not limited to homestead, succession and inheritance arising out of the marital relationship existing between the parties hereto, except as expressly set forth or arising out of said Marital Settlement Agreement, is forever barred and terminated.

15. The Court expressly retains jurisdiction of this cause for the purpose of enforcing, construing, interpreting, or modifying the terms of this Final Judgment and the terms of the Marital Settlement Agreement entered into by the parties herein.

**DONE AND ORDERED** in Chambers at Bartow, Polk County, Florida on the 14 day of October, 2010.

  
J. Dale Durrance, Circuit Judge

Copies to:

Elaine Marie Jackson

John Henry Jackson, Jr.

Robin H. Stevenson  
Attorney for Husband  
1165 E. Main St.  
Bartow, Florida 33830

Lakeisha L. Babers  
Attorney for Wife  
550 East Davidson Street  
Bartow, FL 33830

CERTIFICATION ON LAST PAGE  
STACY M. BUTTERFIELD  
CLERK OF THE CIRCUIT COURT

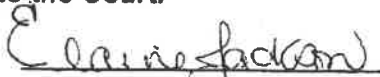
CASE NO.: 10DR-4011

**MEDIATED AGREEMENT**

Mediation was held between **Elaine Marie Jackson, Wife**, and **John Henry Jackson, Jr., Husband**, on **September 2, 2010**. **Joe Glossick** served as mediator. Their respective attorneys, Lakeisha L. Babers, Esq., and Robin H. Stevenson, Esq., were also present. The following agreement was reached regarding **Property and Financial issues**. The Parties agree to the following:

- A. **Marital Residence** - The Wife shall maintain sole ownership of the marital residence located at 1551 Tangelo Street, Lake Wales, Florida; and in so doing shall become solely responsible for any and all indebtedness, including taxes and insurance, thereon. The Wife shall indemnify and hold the Husband harmless therefrom. The Husband will sign a Quit Claim Deed releasing his interest in said residence.
- B. **Marital Debts** - Each Party shall assume and become solely responsible for any and all indebtedness currently in their respective names. Further, each Party shall indemnify and hold the other Party harmless therefrom.
- C. **Alimony** - The Husband will pay to the Wife \$150.00 per week, for two years, (104 payments) by Income Deduction Order processed through the State Depository, as rehabilitative non-modifiable alimony.
- D. **Retirement Account(s)** - The Parties shall maintain ownership of any and all retirement account(s) in their respective names, free from any claims by the other Party.
- E. **Attorney's Fees and Costs** - Each Party shall be solely responsible for any and all attorney's fees and costs associated with the above styled cause.
- F. **Personal Property** - Each Party shall maintain ownership of any and all personal property in their respective possession, free from any claims by the other Party, except, the Wife will return to the Husband his tools located at the marital residence.
- G. **Wife's Motor Vehicle** - The Wife shall maintain ownership of the 1996 Honda and 2000 Chevrolet Impala, currently titled solely in her name, free from any claims by the Husband. She shall become solely responsible for any and all indebtedness related to said vehicle and shall indemnify and hold the Husband harmless therefrom.

**SUBMISSION TO COURT:** *I have reviewed this agreement and believe that it represents the outcome of my mediation. I further understand that this agreement will be forwarded to the Court.*

  
Elaine Marie Jackson, Wife

  
LaKeisha Babers, Esq.  
Wife's Attorney

  
Joe Glossick, Mediator

  
John Henry Jackson, Jr., Husband

  
Robin H. Stevenson, Esq.  
Husband's Attorney

Sept. 2, 2010  
Date

SCHEDULE "A"

The Husband shall pay to the Wife as alimony the amount of \$150.00 PER WEEK.

All support payments shall be paid through the STATE OF FLORIDA DISBURSEMENT UNIT for the following named individual:

**ELAINE MARIE JACKSON      BORN: JULY 12, 1967**

Support payments shall continue for two years (a total of 104 weekly payments).

Each domestic support payment shall include the statutory 4% fee, but will not be less than \$1.25 or no more than \$5.25 per payment. The fee is \$5.25 per payment.

The first payment totaling \$ 155.25 PER WEEK shall be made on NOVEMBER 1, 2010, and shall continue each and every week thereafter, as ordered by the Court.

Each payment shall be made to the State of Florida Disbursement Unit, Post Office Box 8500, Tallahassee, Florida 32314-8500 and by it disbursed. Each payment shall be made in U.S. currency, money order, cashier's certified or personal check. No credit will be given by the Court for payment made directly to the person to whom payments are directed. Money orders and checks shall be made payable to the State of Florida Disbursement Unit, and shall be addressed as follows:

**STATE OF FLORIDA DISBURSEMENT UNIT**

**POST OFFICE BOX 8500**

**TALLAHASSEE, FLORIDA 32314-8500**

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Schedule "A"

Payments made by mail shall be identified by the payor's name, address, and case number.

When the State of Florida Disbursement Unit assigns an account number it will then be used to identify all payments.

It has been represented to the Court that the parties' present mailing addresses, dates of birth, social security numbers and current employers are:

|                  | <u>WIFE</u>                                      | <u>HUSBAND</u>   |
|------------------|--|--|
| <u>NAME:</u>     | ELAINE MARIE JACKSON                             | JOHN HENRY JACKSON, JR.  |
| <u>ADDRESS:</u>  | 1551 TANGELO STREET<br>LAKE WALES, FLORIDA 33898 | PO BOX 4052<br>LAKE WALES, FLORIDA 33859   |
| <u>DOB:</u>      | 07/12/1967                                       | 01/16/1966   |
| <u>EMPLOYER:</u> | UNEMPLOYED                                       | CITROSUCO NORTH AMERICA<br>5937 STATE ROAD 60, EAST<br>LAKE WALES, FLORIDA 33898 |

Both parties shall, effective immediately, keep the STATE OF FLORIDA DISBURSEMENT UNIT advised in writing of any change of the above information until such time as they have fully complied with each and every condition of this judgment.



I hereby certify that the foregoing is a true copy of the record in my office this day, Jan 04, 2024. Redacted \_\_\_ Unredacted/law \_\_\_  
Stacy M. Butterfield, Clerk of Court Polk County, Florida  
By Shahna Chappell Deputy Clerk