

IN THE CIRCUIT COURT FOR THE 17TH  
JUDICIAL CIRCUIT IN AND FOR  
BROWARD COUNTY, FLORIDA

CASE NUMBER: 09-67547 CACE 04

CITIBANK, N.A.

Plaintiff,

vs.

EMLYN [REDACTED]

Defendant(s).

**STIPULATION FOR SETTLEMENT**

WHEREAS, the parties are presently involved in litigation; and  
WHEREAS, the parties wish to resolve said litigation on the terms and conditions as set forth  
herein;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable  
consideration, it is

STIPULATED and AGREED as follows:

1. That Defendant EMLYN [REDACTED] (hereinafter referred to as "DEBTOR") owes Plaintiff  
the principal sum of \$62666.70, plus costs in the amount of \$0.00, plus accrued interest to date in the  
amount of \$0.00, for a total of \$62666.70 (hereinafter referred to as the "DEBT") on a CITI MORTGAGE  
account. The DEBT shall continue to accrue interest at the rate of 0.0000%.

2. DEBTOR shall execute and return this Stipulation to Plaintiff's attorney within five (5) days of  
receiving this Stipulation.

3. DEBTOR agrees to make a lump sum payment in the amount of \$62666.67. on or before  
8/30/2011 as full and complete satisfaction of the DEBT.

4. Payment is to be made at [www.zakheimlaw.com](http://www.zakheimlaw.com) or by mail or delivery to Zakheim & LaVrar,  
P.A., 1045 S. University Dr., Suite 202, Plantation, FL 33324. Payment instruments should be made  
payable to CITIBANK, N.A..

5. In the event this settlement is in more than one part, should Plaintiff allow a late payment, this  
will in no way prejudice its right to insist on timely payments in the future or to consider subsequent  
untimely payments as an act of default.

6. In the event of a default, all outstanding sums shall be immediately due and payable and after  
entry of a final judgment in accordance with paragraph 9 herein, Plaintiff shall be entitled to proceed with  
any post-judgment collection remedies available to it.

7. DEBTOR may prepay the DEBT plus accrued interest at any time without incurring any  
prepayment penalties.

8. DEBTOR agrees that all notices and other communications may be sent to Defendant at EMLYN [REDACTED], c/o KORTE & WORTMAN, P.A., 2041 VISTA PKWY STE 102, WEST PALM BEACH, FL 33411-6758, and to Plaintiff, c/o Zakheim & LaVrar P.A., 1045 S. University Dr., Suite 202, Plantation, FL 33324.

9. In the event that the DEBTOR fails to make a payment when due, the Plaintiff may proceed to obtain a final judgment without the necessity of a hearing by filing an affidavit in court attesting to the default and the amount of the outstanding DEBT as of the date of the affidavit is prepared. In that event, Plaintiff shall mail a copy of the affidavit to the DEBTOR.

10. That except as set forth herein, each party waives any and all claims against the other relating to the subject matter of this litigation, and all counterclaims, if any, are voluntarily dismissed with prejudice.

11. That fax signatures are deemed to be originals.

12. In the event that the remaining balance of the DEBT is \$600.00 or greater upon completion of the settlement, pursuant to Internal Revenue Code section 6050P, Plaintiff is required to report this amount to the Internal Revenue Service and you will receive a Form 1099-C from Plaintiff no later than next January 31.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2011.

By \_\_\_\_\_  
EMLYN [REDACTED]  
Defendant

By \_\_\_\_\_  
Michele Nihiser, Esq.  
Attorney For Plaintiff  
1045 S. University Dr.  
Suite 202  
Plantation, FL 33324  
(954) 735-4455

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. THIS COMMUNICATION IS FROM A DEBT COLLECTOR.

File Number: [REDACTED]