

IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT,
IN AND FOR LAKE COUNTY, FLORIDA

Case No.: 35-2021-DR-000818
Division: _____

In Re: The Marriage of
NANCY SHANNON,
Petitioner/Wife,
and

DAVID THOMAS SHANNON, Jr.,
Respondent/Husband
_____ /

MEDIATED MARITAL SETTLEMENT AGREEMENT

The parties attended mediation on January 19, 2023, and stipulated and agreed as follows:

1. The Wife shall be entitled to sole ownership, use, and possession of the 2021 Nissan Altima and the Toyota Corolla. The Husband agrees to execute any and all necessary paperwork to remove his name from the title within twenty (20) days of the entry of the Final Judgment of Dissolution of Marriage.

On January 26, 2023, the Husband shall deliver the Toyota Corolla at his own expense, using a professional towing service, to the parking lot of Dick's Sporting Goods, Millenia Mall. The vehicle will be parked legally and the Husband shall advise the Wife as to the location of the vehicle to include a picture of the area for ease of locating same, **within 30 minutes of it being left at that location**. The Husband or his designee, shall take photographs of the vehicle from each side of the vehicle as proof of the condition when it was left there and send same to the Wife. The Husband shall not use the vehicle insurance or the AAA to offset the expense of this tow. The Husband shall deliver the keys to the Wife at 10:00 A.M. on January 27, 2023, at which time he will also he pick

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up his belongings.

2. The Husband shall be entitled to pick up his personal property from the Wife at 10:00 A.M. on January 27, 2023. The Wife shall have containers of the Husband's belongings (and other personal property) immediately outside of the garage if weather permits. Otherwise, the Wife shall have the containers and other personal property inside of the garage. The Husband shall only take the containers that hold his personal property which should include his awards and plaques. The Husband shall additionally be entitled to his canes, his Moses Statue, the African Bust, the African statues, and all stands upon which the statues rest that are made to hold the statues. This shall not be interpreted to mean the furniture on which the statues rest. Either party may request an on duty, uniformed law enforcement officer to be present at the exchange. In no event shall either party have a significant other present at the exchange. In no event shall the lack of availability of a uniformed officer be a reason to delay the pick up of the Husband's personal property. The Husband understands time is of the essence and shall be timely in his arrival to retrieve his belongings.
3. The Wife shall be entitled to sole ownership, use and possession of the Chase Bank Checking account, the Chase Bank Savings account, Wells Fargo #1 with a balance of \$122.00, and Wells Fargo #2, with a balance of \$1,220.00, and the Advent Savings account.
4. The Husband shall be entitled to sole ownership, use and possession of his crypto currency. The Husband denies any bank accounts in his name or the name of his business as of the date of filing of this action.
5. The Wife shall be entitled to her entire AHRP 403B with an approximate balance at

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time of filing of \$72,269.00.

The Husband shall be entitled to a flat amount of fifty thousand and 00/100 dollars (\$50,000.00) from the Wife's AHRP 401A, that had an approximate balance of \$84,524.00 as of the date of filing. The Husband's distribution shall be via QDRO and shall be prepared by Matt Lundy Esq. (www.MlundyLaw.com is the website with contact information) Each party shall pay his or her half of the QDRO fee within 10 days of today to Attorney Lundy.

6. The Husband shall be entitled to sole ownership, use and possession of his business, Online Digs. The Husband shall be entitled to all assets and shall indemnify and hold harmless the Wife from all debts and liabilities of the business.
7. The Wife shall be solely responsible for the Capital One Credit Card with an approximate balance of \$1,826.00, Wells Fargo with an approximate balance of \$2,398.72, The Student Loan with an approximate balance of \$54,741.23, the Sallie Mae Loan in the approximate amount of \$9,220.00 for the adult son, the IRS taxes in the amount of \$14,085.00, and the additional IRS taxes of \$4,286.64.
8. Each party shall pay his or her own attorneys fees and costs.
9. There is no past due child support or alimony.
10. Neither party shall pay the other alimony of any kind whatsoever. The temporary support ordered by the Court is extinguished effective immediately by agreement of the parties.
11. This Mediated Marital Settlement Agreement takes precedence over past agreements or orders of the Court and forms the total and complete agreement of the parties.
12. Neither party owes the other any money except that which is written in this Mediated

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Marital Settlement Agreement.

- 13. The Husband has no need of health insurance as he has obtained other coverage. The Wife may drop him from her plan/coverage as soon as practicable.
- 14. Each party shall be entitled to all personal property in his or her possession as of the date of execution of this Mediated Marital Settlement Agreement, except for the containers of husband's personal property, and items specified above.
- 15. All children have reached the age of majority and the parties agree there is no support due or owing. There are no arrears.
- 16. The Wife has had the benefit of Counsel and the Husband has elected to proceed without representation. The Husband declines the opportunity to have this Mediated Marital Settlement reviewed with Counsel of his own choosing and wishes to proceed with it as written.
- 17. The Wife has elected to restore her family name of Nancy Marie Carter, date of birth 4/26/1968. The Husband has no objection.
- 18. THERE ARE NO ISSUES REMAINING FOR COURT DETERMINATION.

Date: 1/19/2023

DocuSigned by:
Nancy Shannon
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 NANCY SHANNON, Petitioner
 1/19/2023

Date: 1/19/2023

DocuSigned by:
David T. Shannon, Jr.
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 DAVID T. SHANNON, JR., Respondent

DocuSigned by:
Michelle Stile
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 MICHELLE STILE,
 Attorney for Petitioner