

UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
ORLANDO DIVISION

based upon the alleged negotiable instrument, until  
further Order of the Court.

Dated this 9<sup>th</sup> day of October, 2007.

In re:

Case No. 6:07-bk-04042-ABB  
Chapter 13

KENNETH SCOTT VITALE,

Debtor.

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/s/Arthur B. Briskman  
ARTHUR B. BRISKMAN  
United States Bankruptcy Judge

**ORDER**

This matter came before the Court on the *ore tenus* Motion made by Laurie K. Weatherford, the Chapter 13 Trustee herein (“Trustee”), at the hearing on October 4, 2007 for direction regarding disbursements. The Trustee and Kenneth Scott Vitale, the *pro se* Debtor herein (“Debtor”), appeared at the hearing.

The Debtor filed this individual voluntary Chapter 13 case on August 31, 2007. He filed a Plan (Doc. No. 17) which is to be funded by his assets including a “negotiable instrument in the amount of Ten-million (10,000,000) U.S. dollars (as shown on Schedule 6B, line 15)” from which the Trustee “shall draw against . . . to make tender to creditors holding secured claims . . . .”<sup>1</sup> The Debtor presented an alleged negotiable instrument to the Trustee and instructed her to disburse \$1,000,000.00. The value of the alleged negotiable instrument has not been established. Accordingly, it is

**ORDERED, ADJUDGED and DECREED** that the Trustee is hereby directed to not make the disbursements set forth in the Debtor’s Plan

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<sup>1</sup> The Debtor lists as an asset in Schedule B at line 15 (Doc. No. 15): “Negotiable Instrument in the form of a Bonded Promissory Note, Instrument # 189019961, to be tendered to Trustee by Primary Secured-Party Creditor for the benefit of Debtor” with a value of “One-million (1,000,000) U.S. dollars or there [*sic*] equivalent.” The Debtor also lists as assets “Invoices in the form of True Bills in Commerce perfected by Judgment Nihil Dick” and in the valuation column a “Security Interest of ten-million (10,000,000) U.S. dollars or there [*sic*] functional equivalent held by Primary Secured-Party Creditor against all property held in the name of DEBTOR.” See also Notice of Supporting Documentation for Schedule B6B (Doc. No. 23), which includes a “Bonded Promissory Note” in the amount of “Ten-million (10,000,000.00) U.S. Dollars or there [*sic*] functional equivalent.”