

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA

IN RE: DONALD HERBERT STECK,
Debtor.

Case No. 03-bk-24154-TEB
Chapter 7

FIRST NATIONAL BANK OF OMAHA
1620 Dodge Street, Stop 3105
Omaha, Nebraska 68197,

A.P. No. 04-107

Plaintiff,

v.

DONALD HERBERT STECK
6612 63rd Street E.
Palmetto, FL 34221,

Defendant.

CONSULT JUDGMENT EXCEPTING DEBT FROM DISCHARGE

First National Bank of Omaha, by its attorney, having filed an Adversary Proceeding seeking an Order pursuant to 11 U.S.C. §523(a)(2)(A) determining that the Defendant's indebtedness to the Plaintiff is an exception to discharge, with interest from November 20, 2003, plus the Plaintiff's costs and disbursements incurred for the collection of this debt and of this action, and for such other and further relief as to the Court seems just and proper, and the Defendant, having appeared by his attorney, Melanie A. Newby, Esq., and the abovementioned parties having subsequently entered into negotiations resulting in the agreement set forth herein, and the Defendant, the Defendant's attorney, and the Plaintiff's attorney, having consented to the

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entry of this Judgment, and upon all papers and proceedings had herein, and after due deliberation, it is hereby

ORDERED, DECREED, AND ADJUDGED as follows:

1. Judgment be entered in favor of the Plaintiff and against the Defendant in the sum of \$4,000.00, plus interest at the annual rate of 9% from November 20, 2003, plus the costs and disbursements of this action in the amount of \$150.00,

2. The Judgment shall be nondischargeable pursuant to 11 U.S.C. §523(a)(2)(A), and will survive any Order of discharge in this case,

3. Execution of said Judgment shall be stayed unless and until the Defendant fails to pay to the Plaintiff the sum of \$2,500.00 (without interest), payable at \$50.00 a month, with the first payment being due by January 1, 2006, and each subsequent payment being due by the first day of each and every month thereafter until the entire amount set forth in this paragraph has been paid in full; Although the due date for each monthly payment is the first day of each month, the Defendant shall have until the fifteenth day of each month to make the monthly payment; The Defendant shall have the right to prepay at any time, without penalty, the unpaid balance of the settlement amount set forth in this paragraph,

4. If the Defendant fails to make any of the payments within fifteen days of the dates specified in paragraph 3 above, the Stay of Execution shall be immediately dissolved, and the Plaintiff may forthwith seek to execute upon the total amount of

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the Judgment less any payments actually made, using all lawful processes, and

5. If the Defendant makes all payments specified in paragraph 3 above, the Judgment will be satisfied in full.

DATED: NOV 10, 2005

Catherine M. Ewen

HONORABLE CATHERINE PEER MEWEN
UNITED STATES BANKRUPTCY JUDGE
MIDDLE DISTRICT OF FLORIDA

The parties having reviewed the abovementioned Judgment, consent to this Court entering this Judgment as settlement of this Adversary Proceeding.

Donald Herbert Steck

/s/ Donald Herbert Steck
Donald Herbert Steck
Defendant

Melanie Newby

/s/ Melanie A. Newby
Melanie A. Newby, Esq.
Attorney for Defendant

Mark S. Kessler

/s/ Mark S. Kessler
Mark S. Kessler, Esq.
Florida Bar #258326
Attorney for Plaintiff

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