

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

IN RE:

BLANE M. AMY,
Debtor;

CASE NO.: 6:05-bk-01713-KSJ

JOANNA WILLIS,
Plaintiff,

ADV. NO.: 05-00155

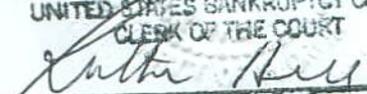
v.

BLANE M. AMY,
Defendant.

FINAL JUDGMENT

This matter came before the Court on the Complaint filed by Plaintiff, JOANNA WILLIS, and the Joint Motion for Entry of Final Judgment filed by the parties. Based upon the review of the file and the Joint Motion filed by the parties, the Court finds as follows:

1. The Debtor/Defendant filed a Chapter 7 bankruptcy on February 24, 2005.
2. The Plaintiff filed an adversary proceeding against the Defendant on June 2, 2005, under 11 U.S.C. § 523 (a) (5) and (a) (15).
3. The parties have resolved the issues related to this case.
4. There is \$32,975.77 owed on the mortgage loan from GMAC.
5. The Defendant was obligated to pay this debt according to the terms of their Final Judgment of Dissolution of Marriage dated April 20, 2000.
6. The Defendant agrees to entry of a Final Judgment of non-dischargeability for the full amount of the GMAC loan of \$32,975.77, which shall be deemed satisfied upon payment as contained below.

I CERTIFY THE FOREGOING TO BE A TRUE AND
CORRECT COPY OF THE ORIGINAL ON FILE
UNITED STATES BANKRUPTCY COURT
CLERK OF THE COURT

DEPUTY CLERK

IT IS THEREFORE ORDERED AND ADJUDGED AS FOLLOWS:

- A. Judgment in the amount of \$32,975.77 is hereby entered against the Defendant, which shall be deemed satisfied as long as the Defendant pays one-half of the monthly payment on the GMAC mortgage debt each month until the debt has been paid in full.
- B. Should the Plaintiff sell her home and pay off this debt with the proceeds from the sale, the Defendant shall reimburse the Plaintiff one-half of the amount paid off on the loan, plus interest at the same rate as was being paid on the loan at the time of payoff. Payment shall be made directly to the Plaintiff in the same monthly amount as when the loan was still in force.
- C. If the Plaintiff refinances the loan to GMAC, the Defendant shall pay one-half (not to exceed \$500.00) of the costs to refinance the loan. Once the loan is refinanced, the Defendant shall pay one-half of the monthly payment on the new loan until it is paid in full. Should this new loan be paid off by the Plaintiff due to a sale of the home, then the provisions in Paragraph B above shall be applied.
- D. Should the Defendant fail to make any of the payments as set forth above, Judgment shall be entered against him in the State Court for the full amount of the outstanding balance on the loan at the time of the default.
- E. The Defendant may pay off his one-half of the principal balance due on the debt at any time without penalty which will satisfy in full his obligation to make any further monthly payments as identified above in Paragraph A.
- F. Should the Defendant successfully make all payments as set forth above, then his obligation to pay according to the terms of the Final Judgment of Dissolution of Marriage dated April 20, 2000 shall be deemed satisfied.
- G. Should the Defendant file any Chapter of bankruptcy in the future, any amount owing on this loan or as a result of this loan shall be non-dischargeable in any subsequent bankruptcy proceeding.

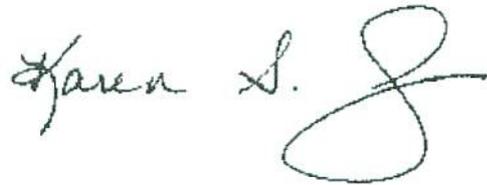
H. The Plaintiff shall furnish the Defendant with any address necessary to fulfill his obligations under this Agreement.

I. This Agreement shall be effective as of the March 1, 2006 payment on the loan. All payments under this Agreement shall be due by the first of each month, with a 5 day grace period.

J. Each payment under this Judgment shall be made by direct deposit into the Plaintiff's personal bank account.

K. Each party shall pay their own attorney fees and costs, except with regard to the enforcement of any terms of this Agreement.

So Ordered this 3rd day of May, 2006 in Orlando, Orange County, Florida.



KAREN S. JENNEMANN
U.S. BANKRUPTCY JUDGE

Copies to:

U.S. Trustee, 135 W. Central Blvd, Suite# 620, Orlando, Florida 32801, David L. Wildman, POB 1029, Melbourne, Florida 39202; Blane Amy, 1270 North Wickham Road, Suite# 16217, Melbourne, Florida 32935; Leigh Meininger, Trustee P.O.B. 1946, Orlando, Florida 32801