

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

CASE No. 6:09-bk-13028-KSJ
Chapter 7

In re
Mark Brothers

Debtor(s). /

Navy Federal Credit Union,
Plaintiff,

vs.

Adv. Pro. No. 6:09-ap-00956-KSJ

Mark Brothers,
Defendant.

/

FINAL JUDGMENT IN FAVOR OF PLAINTIFF

THIS CAUSE came on before the Court on its own motion to consider the entry of an appropriate order. The Court finds that the parties have amicably settled their differences in this matter, and the Court has entered an order granting the Motion to Approve Stipulation for Settlement filed by the parties. Therefore, pursuant to the terms of the Stipulation, it is hereby

ORDERED, ADJUDGED AND DECREED that final judgment be entered in the above-captioned matter in favor of the Plaintiff Navy Federal Credit Union and against the Defendant Mark Brothers. The debt owed by the Defendant to the Plaintiff is hereby declared nondischargeable in the agreed amount of \$4,320.00 (notwithstanding any subsequent conversion or dismissal of the instant case, or in any subsequent bankruptcy case filed under Title 11). It is further

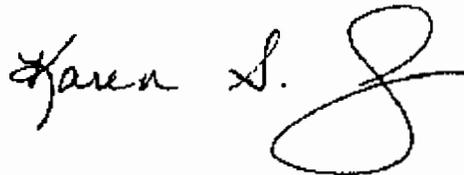
J.B. VOL 5 NO 1073

ORDERED, ADJUDGED AND DECREED that the Plaintiff agrees not to record or otherwise attempt to take any collection to recover on said judgment as long as the Defendant shall make payments to Plaintiff on said agreed balance of \$4,320.00, at the rate of \$90.00 per month. The first payment shall be due ten (10) days following the full execution of this Stipulation, and monthly thereafter on the same day of each month until the entire Amount has been paid in full. All payments shall reference Account #xxxxxxxxxx41346, and be sent to: Navy Federal Credit Union, Post Office Box 3502, Merrifield, VA 22119-3502.

It is further

ORDERED, ADJUDGED AND DECREED that in the event the terms and conditions of the Stipulation, including all terms for payments as set forth hereinabove, are not timely made, the Plaintiff agrees to provide written notice to the Defendant, and the Defendant shall cure any default within 48 hours of receipt of said notice of default as set forth herein, and said default not being cured by the Defendant within the grace period, the Plaintiff shall have the right to the issuance of process in order to attempt collection of its judgment without further notice.

DONE AND ORDERED on June 10, 2010.

A handwritten signature in black ink, appearing to read "Karen S. Jennemann". The signature is written in a cursive style with a large, stylized initial "J" at the end.

KAREN S. JENNEMANN
United States Bankruptcy Judge

Copies furnished to:

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