UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

In re: Santos R. Soto,	Bankruptcy No. 09-01745 Chapter 7 Judge Karen S. Jennemann
FIA Card Services, N.A. (f.k.a. MBNA America Bank, N.A.), Plaintiff, vs. Santos R. Soto, Defendant.	ADV. NO. 09-00761

ORDER AND JUDGMENT OF NONDISCHARGEABILITY

Based upon the Stipulation of the Parties, referenced as document #9, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. The sum of **$2,500.00** owed by the Defendant to Plaintiff is found to be nondischargeable and Plaintiff is granted judgment against Defendant in this amount.

2. The non-discharged sum of **$2,500.00** shall be paid as follows: **the sum of $70.00 per month, each month for 35 months, commencing 09/01/2009.** The remaining payments shall be due on the same day of each month thereafter. While not in default, such principal shall not bear interest.

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3. Payments are to be made to:

Accounts Receivable
Attn: FIA Card Services, N.A. (f.k.a. MBNA America Bank, N.A.)
WEINSTEIN & RILEY, P.S.
P.O. Box 3978
Seattle, WA 98124
INCLUDE ACCOUNT NUMBER ON PAYMENTS

Plaintiff or its agents may send monthly bills and invoices as a courtesy reminder to Defendant.

4. In the event Defendant defaults in payments, Plaintiff shall be entitled to declare the sum of **$2,500.00**, plus any interest, immediately due and payable, together with Plaintiff's reasonable attorneys' fees and costs incurred.

5. Defendant acknowledges and stipulates that if Defendant fails to make any payment as agreed, the remaining **$2,500.00**, less any payments made, shall bear interest at twelve percent (12%) per annum until paid or otherwise satisfied. However, no interest will accrue so long as payments are kept current.

6. Plaintiff will refrain from pursuing its rights under this agreement so long as Defendant continues to make payment on a regular, timely basis. If Defendant defaults, however, Plaintiff shall have the right to pursue any legally available remedy, including (but not limited to) garnishment of wages or bank accounts, and the filing of liens, without further notice.

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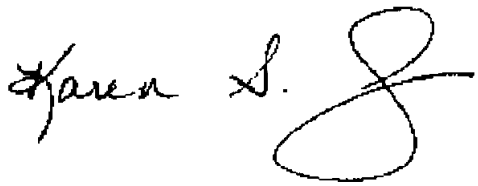
7. The parties shall pay their own attorney fees and costs in this matter.

Done and Ordered on August 26, 2009



Karen S. Jennemann
BANKRUPTCY JUDGE

Furnished copies to:

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