

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

In Re:

WAYNE DUNAWAY
EVELYN DUNAWAY

CASE NO. 6:10-BK-08524-ABB
CHAPTER 7

Debtor(s)

_____ /

FIFTH THIRD BANK

Plaintiff

v.

ADV PROC NO. 6:10-ap-00170-ABB

WAYNE DUNAWAY

_____ /

CONSENT JUDGMENT

THIS CAUSE came on before the Court on the Parties' Stipulation to Consent Judgment [D.E. NO. 14], for consideration of Creditor FIFTH THIRD BANK's Adversarial Complaint (D.E.1), seeking a determination that its unsecured claim against Debtors be non-dischargeable. The Court being fully advised in the premises, and after review of the parties Stipulation to Consent Judgment, finds it appropriate to enter such Judgment. Accordingly, the following is

ORDERED, ADJUDGED, AND DECREED that

1. The parties agree that Creditor's Claim up to the amount of \$3,875.68 is a non-dischargeable debt not subject to Chapter 7 Bankruptcy discharge.

2. Debtor agrees to repay the amount of \$3,875.68 to Creditor over equal monthly payments of \$107.66, to be paid initially on December 1, 2010, and every first day of each month thereafter until paid in full.
3. Payment shall be made by Debtor directly to Creditor.
4. In the event DEBTOR defaults on the obligation as hereinabove provided in paragraphs two (2) and three (3), CREDITOR may apply to the Court for a Final Judgment in the full amount then due and owing as provided in paragraph one (1) above, plus interest at the maximum interest rate allowed by law, from the date of this Stipulation. DEBTOR shall be deemed in default of this Stipulation for any untimely payment received by CREDITOR. DEBTOR shall be responsible for any additional court costs and reasonable attorney's fees associated with the collection of the amount due from the date of breach of the Stipulation for Consent Judgment for breach of the terms of this Stipulation.
5. No penalty, fee, or charge shall be imposed against DEBTOR for any prepayment made in accordance with this Stipulation.
6. The parties acknowledge and agree that each has had this Stipulation reviewed by legal counsel or has had the opportunity to seek independent legal advice in the negotiation and execution of this Stipulation. Each party fully understands the facts and each is signing this Stipulation freely and voluntarily, intending to be bound by it.

7. Upon Debtor(s) timely making the payment described, the Creditor shall submit a Satisfaction of Judgment in this action, if required.

DONE AND ORDERED at Orlando, Florida on January 11, 2011.



ARTHUR R. BRISKMAN
United States Bankruptcy Judge

Copies furnished to:
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I CERTIFY THE FOLLOWING TO BE A TRUE AND
CORRECT COPY OF THE ORIGINAL ON FILE
UNITED STATES BANKRUPTCY COURT
CLERK OF THE COURT
Lenora Tuttle 1/11/2011
DEPUTY CLERK

J.B. VOL 16 NO. 1125