

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

In re: MARK STEVEN BEANS,

Case No.: 05-bk-26441-CPM

Debtor,

Chapter 7

CITIBANK (SOUTH DAKOTA), N.A.,

Plaintiff,

Adv. No.: 8:06-9p-00053-CPM

vs.

MARK STEVEN BEANS,

Defendant.

STIPULATION OF SETTLEMENT

COMES NOW the undersigned Plaintiff, CITIBANK (SOUTH DAKOTA), N.A., and Defendant, MARK STEVEN BEANS, and herein agree before the above-named Court as follows:

1. Defendant, MARK STEVEN BEANS, is indebted to and owes the Plaintiff, CITIBANK (SOUTH DAKOTA), N.A., the total sum of \$8,156.78.
2. Plaintiff has agreed to accept the sum of \$2,874.44 in full satisfaction of said outstanding indebtedness if Defendant makes the payments reference herein on a timely basis as provided in paragraph three (3) below.
3. Defendant shall pay this \$2,874.44 amount to Plaintiff by making consecutive monthly payments in the amount of \$50.00 each with the first \$50.00 payment being made on or before February 15, 2006 and then such \$50.00 payments shall continue to be made on or before the 15th day of each month thereafter until all amounts due and owing to Plaintiff under the terms of this Stipulation are paid in full. Interest at the rate of 7% per annum shall accrue on the outstanding balance due hereunder if Defendant should default in repaying Plaintiff pursuant to the terms of this Stipulation of Settlement.

4. Defendant acknowledges that Plaintiff has agreed to enter into this Stipulation of Settlement for the full amount of the total debt as set forth in paragraph one (1) above conditioned upon timely payments being made by Defendant. Therefore, the Defendant further agrees that should he fail to make the payments as required by paragraph three (3) above, and said default shall not be cured in the manner prescribed below in paragraph six (6) within the grace period provided to Defendant, then Plaintiff shall be entitled to pursue a Final Judgment for the total amount owed to plaintiff as indicated in paragraph one (1) above less payments made. Interest at the rate of 7% per annum shall accrue on the outstanding balance due hereunder if Defendant should default in repaying Plaintiff pursuant to the terms of this Stipulation of Settlement.

5. Final Judgment shall not be entered against the Defendant subject to paragraph three.

6. Upon the filing herein of an Affidavit by the Plaintiff that the payments have not been made at the times and in the amounts agreed to, Final Judgment may be entered and execution may issue against the Defendant for the amount of damages including interest, court costs and attorney's fees stated in the Affidavit or otherwise determined by the Court to be due and unpaid. The Plaintiff shall serve the Defendant with a copy of the Affidavit by regular mail at Defendant's last known address. The Judgment and execution on the Judgment shall issue immediately upon filing the Affidavit without further hearing unless the Defendant shall cure the Default under the terms of the Stipulation within ten (10) days after said Affidavit is served upon Defendant.

7. The Plaintiff and Defendant hereby represent to the Court that the following are their current addresses to which notices and payments may be mailed: Plaintiff, CITIBANK (SOUTH DAKOTA), N.A., c/o DAVID LLOYD MERRILL, ESQ., Post Office Drawer 24, Stuart, Florida 34995-0024 and Defendant: MARK STEVEN BEANS, 311 South Glen Arven Avenue, Tampa FL 33617.

In the event that Plaintiff and Defendant should change their current addresses, they shall advise each other and shall file such change of address in writing with the Court.

8. Upon the Defendant paying the aforesaid amounts in compliance with the terms of the Stipulation, Plaintiff shall file a Voluntary Dismissal With Prejudice as to this action.

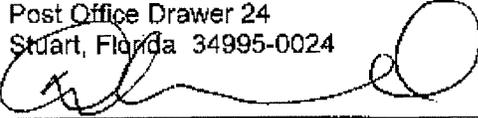
9. Defendant shall have the right to pre-pay the amounts due and owing under the terms of the Stipulation at any time without pre-payment penalty.

10. The parties agree that the Court shall enter the Order that is hereinafter set forth approving the Stipulation and the obligations imposed on the parties herein and, if defaulted upon, enter a Final Judgment thereon.

11. Should Defendant fail to comply with the terms of this Stipulation of Settlement, Plaintiff shall be entitled to move the Court for additional attorney's fees necessitated by Defendant failure to comply with the terms of this Stipulation. The award of supplemental attorney's fees shall be upon additional notice and hearing to the Defendant.

PLAINTIFF:

CITIBANK (SOUTH DAKOTA), N.A.
c/o DAVID LLOYD MERRILL, ESQ
Post Office Drawer 24
Stuart, Florida 34995-0024

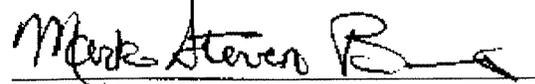


DAVID LLOYD MERRILL, ESQ.
Attorney for Plaintiff

DATED: 2-8-06

DEFENDANT:

MARK STEVEN BEANS
311 South Glen Arven Avenue
Tampa FL 33617



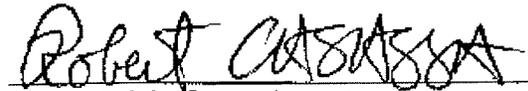
MARK STEVEN BEANS, Defendant

DATED: 1-16-06

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before me this 1/16/2006 by MARK STEVEN BEANS, who is personally known to me or who has produced _____ as identification.

SEAL



Notary Public, State of Florida
Printed Name: ROBERT CASASSA

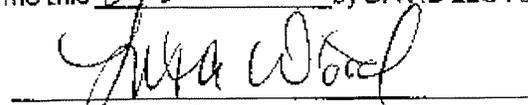


Robert Casassa
Commission #DD338064
Expires: Jul 25, 2008
Bonded Thru
Atlantic Bonding Co., Inc.

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 2-8-06 by DAVID LLOYD MERRILL, ESQ. who is personally known to me.

SEAL



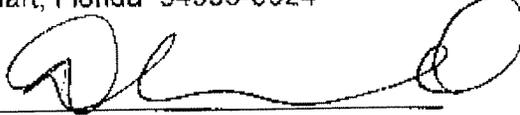
Notary Public, State of Florida
Printed Name: Lisa Wood



Lisa Wood
My Commission DD191399
Expires March 25, 2007

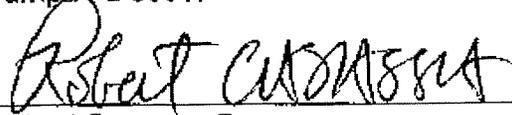
REVIEWED AND ACCEPTED BY:

CITIBANK (SOUTH DAKOTA), N.A.
c/o DAVID LLOYD MERRILL, ESQ.
Post Office Drawer 24
Stuart, Florida 34995-0024



DAVID LLOYD MERRILL, ESQ.
Attorney for Plaintiff
Florida Bar No.: 99155

Robert Casassa, Esq.
111 Bullard Parkway, Suite 208
Tampa FL 33617



Robert Casassa, Esq.
Attorney for Defendant
Florida Bar No. 748439