

**UNITED STATES BANKRUPTCY COURT  
FOR THE MIDDLE DISTRICT OF FLORIDA  
AT TAMPA**

In re:

William Wilhoyte Futch & Jacqueline Anne Futch,

Bankruptcy No. 09-04365  
Chapter 7  
Judge Michael G. Williamson

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FIA Card Services, N.A. (f.k.a. MBNA America  
Bank, N.A.),

Plaintiff,

ADV. NO. 09-00265

J.B. Vol 15 #1986

vs.

William Wilhoyte Futch,

Defendant.

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**FINAL JUDGMENT OF NONDISCHARGEABILITY**

THIS CAUSE came on for consideration, *ex parte*, for entry of a final judgment. The court, having considered the stipulation of nondischargeability and payment plan (“Stipulation”) of the parties (DKT #6), the pleadings and records herein, and being fully advised of the premises, it is hereby

ORDERED, ADJUDGED AND DECREED:

1. The sum of **\$10,000.00** owed by the Defendant to Plaintiff is found to be nondischargeable pursuant to 11 U.S.C. § 523(a)(2) and Plaintiff is granted judgment against Defendant in this amount.
2. The non-discharged sum of **\$10,000.00** shall be paid as follows: **the sum of \$250.00 per month, each month for 40 months, commencing 07/01/2009**. The remaining payments shall be due on the same day of each month thereafter. While not in default, such principal shall not bear interest.

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 **\$10,000.00**, less any payments made, 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 **\$10,000.00**, 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.

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

DONE and ORDERED at Tampa, Florida, on \_\_\_\_\_ January 22, 2010 \_\_\_\_\_.



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Michael G. Williamson  
BANKRUPTCY JUDGE

Furnished copies to:

Kenneth S. Jannette 062211  
Weinstein & Riley, P.S.  
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William Wilhoyte Futch  
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United States Trustee - TPA7  
Timberlake Annex, Suite 1200  
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Trustee - Douglas N. Menchise  
300 Turner St  
Clearwater, FL 33756

I CERTIFY THE FOREGOING TO BE A TRUE  
AND CORRECT COPY OF THE ORIGINAL.  
UNITED STATES BANKRUPTCY COURT  
LEE ANN BENNETT, CLERK

