

FILED

DEC 18 2008

CLERK U.S. BANKRUPTCY,
ORLANDO DIVISION

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

In re:

Paul Avallone,

Chase Bank USA, N.A.,

Plaintiff,

vs.

Paul Avallone,

Defendant.

Bankruptcy No. 08-05857 KSJ
Chapter 7
Judge Karen S. Jennemann

ADV. NO. 08-00180

ORDER AND JUDGMENT OF NONDISCHARGEABILITY

Based upon the Stipulation of the Parties (doc. # 7), IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. The sum of **\$2,200.00** 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 **\$2,200.00** shall be paid as follows: **the sum of \$75.00 per month, each month for 29 months, commencing 01/15/2009. Thereafter a final payment of \$25.00.** 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: Chase Bank USA, N.A.
WEINSTEIN & RILEY, P.S.
P.O. Box 3978
Seattle, WA 98124
INCLUDE ACCOUNT NUMBER ON PAYMENTS**

~~NO. 15~~ NO. 931

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 **\$2,200.00**, 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 **\$2,200.00**, 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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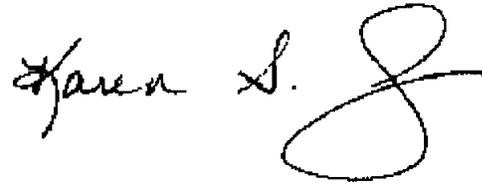
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7.

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

Dated: December 18, 2008

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
BANKRUPTCY JUDGE

Copies furnished to:

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