

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

In Re:

MICHAEL T MACALUSO
MICHELLE R MACALUSO

Debtor(s)

_____ /

SUNCOAST SCHOOLS FEDERAL
CREDIT UNION,
Plaintiff

CASE NO. 8:11-BK-20979-CED
CHAPTER 13

ADV PROC NO. 8:12-ap-66

v.

MICHAEL T MACALUSO
MICHELLE R MACALUSO
Defendant

_____ /

JUDGMENT

THIS CAUSE came on for consideration by agreement for the parties, pursuant to Stipulation on Judgment with Respect to Debt to Suncoast Schools Federal Credit Union (Document No.12). Accordingly, it is hereby:

ORDERED:

1. Creditor filed an adversary proceeding against Debtors, on January 29, 2012 challenging this dischargeability of debts incurred by Debtors August through October 2011 pursuant to 11 U.S.C. § 523(a)(2)(C)(i)(I).

2. Creditor possesses a valid claim against Debtors, due to Michael T. Macaluso and Michelle R. Macaluso's actions, for debts incurred at the expense of Creditor that are likely to be an exception to discharge in this bankruptcy action under 11 U.S.C. § 523, on the basis of money loaned in the amount of \$6,760.46.

3. Debtor consents to judgment in the sum of \$3,200.00 THREE THOUSAND TWO HUNDRED DOLLARS as an exception to discharge. This amount will incur interest at the contractual rate in case of default of the repayment terms below.

4. Debtor agrees to make payments on this amount, commencing with the first day of the month after entry of the bankruptcy discharge in the amount of \$133.34 per month and continuing for twenty-three months thereafter until the balance is fully remitted to Creditor.

5. DEFENDANTS shall be entitled to a five (5) calendar day notice to cure any deficiency in DEFENDANTS' account prior to being in default during the repayment period. Notice shall be provided to the Defendants by US first class mail. In the event that Defendants do not timely cure the missed payment, DEFENDANTS shall retain the debt at its full amount of SIX THOUSAND SEVEN HUNDRED SIXTYAND 46/100 DOLLARS (\$6,760.46) at the contractual rate of interest provided on the Defendants account held with Plaintiff, minus any amounts already paid by Defendants, plus the reasonable costs of Plaintiff in bringing this action in the amount of \$1,293.00. This default amount shall also be considered non-dischargeable upon the ex-parte filing of an Affidavit of Default with this Court and entry of an Amended Judgment.

Further, if Default occurs, Creditor may exercise its state court remedies as to the non-dischargeable debt.

6. Should a discharge not be obtained in this bankruptcy, this stipulation does not act to limit the recovery of Creditor as to the full amount of the debt incurred as to the accounts at issue in this matter.

7. Payment by Defendants shall be made to Plaintiff at the following mailing address unless amended in writing and notice given to Defendants:

SUNCOAST SCHOOL FEDERAL CREDIT UNION
ATTN: COL002
P.O. Box 11904
Tampa, Florida 33680

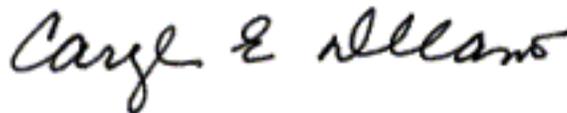
8. Notice to the Defendants and their undersigned counsel shall be mailed by US first class mail to:

Michael T. and Michelle R. Macaluso
3104 Indigo Place
Seffner, FL 33584

Along with a courtesy copy sent to their bankruptcy counsel-of-record:

The Golden Law Group
808 Oakfield Drive, Suite A
Brandon, FL 33511

DONE AND ORDERED on April 10, 2012.



Caryl Delano
United States Bankruptcy Judge

Copies furnished to:

SUNCOAST SCHOOLS FEDERAL CREDIT UNION
c/o KEVIN A. COMER, Esquire
9204 King Palm Drive
Tampa, FL 33619-1328

MICHAEL T MACALUSO
3104 INDIGO PLACE
SEFFNER, FL 33584

MICHELLE R MACALUSO
3104 INDIGO PLACE
SEFFNER, FL 33584

DONALD GOLDEN, ESQUIRE
808-A OAKFIELD DRIVE
BRANDON, FL 33511

TERRY E. SMITH, TRUSTEE
P.O. BOX 6099
SUN CITY CENTER, FL 33571