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DOROTHY A. EVANS, CLERK
U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF OKLAHOMA

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA**

IN RE:	97-02420-W	7)
	Smith, Margarita G.)
	PKA Pinales, Margarita G.)
	PKA Gonzales, Margarita G.)
	-----)
)
	Blazer Financial Services, Inc.) Adv. Pro. No.
	Plaintiff,) 97-0252-M
)
	v.)
)
	Smith, Margarita G.)
	PKA Pinales, Margarita G.)
	PKA Gonzales, Margarita G.)

AGREED JOURNAL ENTRY OF JUDGMENT

Plaintiff, Blazer Financial Services, Inc., through its counsel, Christopher K. Woosley, and Defendant, Margarita G. Smith, through her counsel, Jeffrey B. Kent, announce that a settlement has been reached, under the following terms, conditions, and stipulations:

1. The court has full and complete jurisdiction and venue over this Adversary Proceeding and the Parties.
2. This is a core proceeding.
3. Defendants obtained credit from Plaintiff which they are unable to repay in the amount of \$2,455.44.
4. It is agreed that said sum is not dischargeable, and that Judgment should be granted in favor of Plaintiff in the amount of \$2,455.44.

DOCKETED 10-2, 1997
Clerk, U.S. Bankruptcy Court
Northern District of Oklahoma

5. In order to give Defendant incentive to repay this judgment, she may satisfy her obligation under this Stipulation by payment of the "lesser amount" of \$700.00, payable in seven (7) consecutive monthly payments of \$100.00. The first \$100.00 is due on or before September 26, 1997. Each subsequent payment shall be due on the 15th day of each month thereafter. Should this "lesser amount" be timely paid, all remaining moneys due under this Stipulation shall be forgiven.

6. The payments shall be made to Blazer Financial Services, Inc., and mailed directly to Plaintiff at such address as Plaintiff has provided Defendants. Account number 00261338 shall appear on all payments.

7. If Defendant defaults in her repayment to Plaintiff as set forth in Paragraph 5 herein, Plaintiff shall be entitled to execute on this judgment. Default shall be defined as failure to make a payment within 30 days subsequent to its due date.

8. Defendant hereby authorizes Plaintiff to contact Defendant regarding payment of the settlement balance hereunder.

9. Plaintiff remains entitled to distribution from the bankruptcy estate, should the trustee determine there to be assets available for distribution.

10. Any payment becoming due after Defendant has defaulted on the payment or after Defendant has furnished insufficient funds to Plaintiff shall thereafter be made in the form of money order or certified funds.

11. Defendant's attorney has reviewed this Stipulation, and feel that this settlement is in the best interest of his client.

The Court, having reviewed and approved the stipulations of the parties, finds, and it is

THEREFORE ORDERED, ADJUDGED AND DECREED that the indebtedness due Plaintiff from Defendant in the amount of \$2,455.44 be, and is hereby determined to be non-dischargeable; Plaintiff is granted judgment against Defendant for the amount of \$2,455.44; and Defendant is hereby granted a Stay of Execution conditioned upon her payment to the Plaintiff of \$700.00 at \$100.00 per month for seven (7) consecutive months beginning September 26, 1997, and continuing on the 15th of each month thereafter;

FURTHER ORDERED, ADJUDGED AND DECREED that this judgment shall be satisfied in full upon the payment of the said \$700.00 if said payments are timely made as set forth above.

Done at the 2nd day of October, 1997.

Lawrence S. Johnson

JUDGE OF THE BANKRUPTCY COURT

Christopher K. Woosley

Christopher K. Woosley
Attorney for Plaintiff

Date: 10-1-97

Jeffrey B. Kent

Jeffrey B. Kent
Attorney for Defendant

Date: 10-1-97

Margarita G. Smith

Margarita G. Smith
f/k/a Margarita G. Pinales
f/k/a Margarita G. Gonzales

Date: 10-1-97