

**FILED**

**OCT 02 1997**

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:	)	
	)	
KIMBERLY D. EMBREY,	)	CASE NO. 97-01922-M
	)	CHAPTER 7
	)	
Debtor,	)	
_____	)	
	)	
FIRST USA BANK,	)	
	)	
Plaintiff,	)	
	)	
v.	)	ADVERSARY NO. 97-0306-M
	)	
KIMBERLY D. EMBREY,	)	
	)	
Defendant.	)	

JOURNAL ENTRY OF JUDGMENT

NOW on this 2nd day of October, 1997, this ~~matter~~ <sup>review TM</sup> came on for ~~consideration~~ <sup>of</sup>

the stipulation of the parties. Plaintiff appeared by Theodore P. Gibson, its attorney of record, and the Defendant appeared by Ben D. Catterlin, her attorney of record. Both parties <sup>by their signatures</sup> ~~announced~~

<sup>affixed hereto indicated TM</sup> that a settlement had 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. Defendant obtained a credit card from Plaintiff, and in the months immediately proceeding filing for relief under the Bankruptcy Code, incurred charges and cash advances for which Defendant did not have the ability, or the intention, to repay.
4. It is agreed that the said sum of \$5,363.22 is nondischargeable and that judgment

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Clerk, U.S. Bankruptcy Court  
Northern District of Oklahoma

should be granted to the Plaintiff in that sum, plus interest, attorney's fees, and accrued and accruing costs.

5. It is further agreed that if the Defendant pays the Plaintiff the sum of **\$500.00** with no accruing interest in consecutive monthly payments of **\$25.00**, commencing on the **1st** day of **October, 1997**, following with 19 consecutive monthly payments of \$25.00, such total payment of **\$500.00** will be accepted as full and complete settlement of this obligation.

6. It is further agreed that, however, if Defendant defaults under the terms of this settlement, the Plaintiff shall have final judgment against the Defendant in the full sum of \$5,363.22, with interest thereon from June 6, 1997, at the contractual rate per annum, attorney's fee of \$500.00 and all costs accrued and accruing, <sup>less credit for any payments received T.M.</sup> as set by the Court.

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

THEREFORE ADJUDGED AND DECREED that the indebtedness due First USA Bank from Defendant/Debtor, in the amount **\$5,363.22** be, and is determined to be nondischargeable; and it is

FURTHER ORDERED, ADJUDGED AND DECREED that FIRST USA BANK is granted a judgment against **KIMBERLY D. EMBREY**, for the principal sum of **\$5,363.22**, plus interest at the contractual rate per annum from June 6, 1997, an attorney's fee of \$500.00, and accrued and accruing costs; and it is

FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the Defendant/Debtor is hereby granted a stay of execution upon the full amount of the judgment of \$5,363.22, plus attorney fees and costs, conditioned upon Defendant's agreed payment to the Plaintiff the sum of **\$500.00**, payable in consecutive monthly payments of **\$25.00** per month

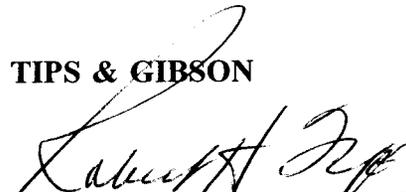
commencing on the **1st** day of **October, 1997**, and following with 19 consecutive monthly payments of **\$25.00** on or before the **1st** day of each and every month thereafter until said total sum of **\$500.00** is paid in full.

FURTHER ORDERED, ADJUDGED AND DECREED by the Court that this judgment shall be satisfied in full upon the payment of the said total sum of **\$500.00** if said payments are made timely as set forth above.

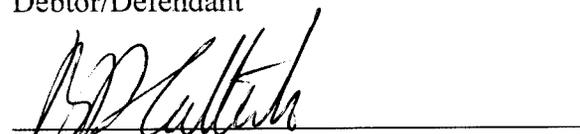
  
U. S. BANKRUPTCY JUDGE

Approved as to Form and Content:

**TIPS & GIBSON**

  
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