

In the United States Bankruptcy Court
For the Northern District of Oklahoma

FILED

APR 23 1998

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

In Re: Alfred Lee Hollis, SSN 446 52 7701) Case No. 94-01017-M
Paulette Hollis, SSN 587-88-4003, Debtors)

Moody's Jewelry, Inc., Plaintiff) Adversary No. 98-0059-M
vs.)
Alfred Lee Hollis, Defendant)

**AGREED JUDGMENT AND
ORDER DETERMINING DEBT NON-DISCHARGEABLE**

Comes now the matters set forth in the complaint of MOODY'S JEWELRY, INC.,
(hereinafter "Moody's" or "plaintiff"), plaintiff, by and through Thomas O. Matthews, and, Alfred
Lee Hollis, defendant, by and through his attorney Terry J. Caldwell, and the Court finds:

FINDINGS AND STIPULATIONS:

1. The plaintiff and defendant stipulate they have agreed to the following findings,
judgment and orders.
2. The Court has jurisdiction over the parties and subject matter.
3. Defendant stipulates that defendant's debt to plaintiff is an exception to discharge under
USC Title 11 Sections 523 (a)(2), and further stipulates that defendant's debt to plaintiff should be
ordered not dischargeable in this bankruptcy.
4. Plaintiff stipulates that plaintiff withdraws its alternative request that the defendant's
general discharge be denied under Title 11 Section 727.

WHEREFORE, IT IS ORDERED AND IT IS THE JUDGMENT OF THIS COURT that
plaintiff Moody's Jewelry, Inc., is **granted** a judgment against defendant Alfred Lee Hollis for one

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thousand eight hundred seventy-one dollars and fifteen cents (\$1,871.15), plus costs of one-hundred and fifty dollars (\$150.00), plus attorney fee of two hundred dollars (\$200.00), plus accruing judgment interest at the contract rate of one and one-half percent (1 1/2 %) per month on the unpaid judgment from the date of this judgment order, plus any future collection costs, including reasonable attorney fees. The Court further orders that the parties have agreed that the plaintiff retains its security interest in the jewelry (a 14 caret yellow gold six prong 0.59 caret round diamond solitaire lady's ring) which was the security for the original debt, said security interest securing the amount of judgment until paid in full, and they further agree that plaintiff may file a copy of this order as a disclosure of said security interest in any recording system as if such disclosure were originally signed by defendant, at plaintiff's expense.

IT IS FURTHER ORDERED that the above judgment is not and shall not be discharged against Alfred Lee Hollis by any order of discharge granted in the above styled bankruptcy. The debt of defendant to plaintiff is ordered to be an exception to discharge under USC Title 11 Section 523(a)(2).

IT IS FURTHER ORDERED that the parties have agreed that execution on the above judgment is stayed so long as defendant pays seventy-five dollars (\$75.00) per month to Moody's Jewelry, Inc., until such judgment, including accruing interest, is paid in full, with the first payment due April 15, 1998; provided that upon defendant's failure to timely make such agreed payments, plaintiff may execute on this judgment without further order authorizing execution; and further agreed that this agreed stay of execution does not prohibit plaintiff from filing this judgment in any appropriate recording system to establish a judgment lien, but it does stay any

execution against any property against which such a lien is established unless defendant defaults on the above stated payment agreement.

This judgment shall be entered as appropriate in the judgment docket.

Dated this 22nd day of April, 1998.

BY THE COURT:



TERRENCE L. MICHAEL
UNITED STATES BANKRUPTCY JUDGE

Approved prior to submission to the Court by:



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