

Chattys

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF OKLAHOMA

FILED

MAR 12 2001

TIMOTHY R. WALBRIDGE, CLERK
U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF OKLAHOMA

In re	BOHANNON, LEXANNE LEAH)	
)	
	Debtor,)	Case No. 00-03877-R
)	Chapter 7
)	
	GARY BOHANNON,)	
)	
	Plaintiff,)	
)	
v.)	Adversary No. 01-0005-R
)	
	LEXANNE LEAH BOHANNON,)	
)	
	Defendant.)	

CONSENT JUDGMENT
DETERMINING NONDISCHARGEABILITY
OF DIVORCE DECREE OBLIGATION

The Court, having been advised that the Plaintiff Gary Bohannon, through his attorney Laura Emily Frossard, Legal Services of Eastern Oklahoma, Inc., and Defendant/Debtor Lexanne Leah Bohannon, through her attorney Darrell E. Brown, have met and reached a settlement of this case, makes the following findings and orders:

1. On October 11, 2000, the Defendant/Debtor Lexanne Leah Bohannon commenced a voluntary case under Chapter 7 of the Bankruptcy Code, by filing a petition which has been assigned Case No. 00-03877-R, seeking to discharge her obligation to Linda and Robert Kuhn on a promissory note and mortgage of property located at 1311 West Birmingham Place, Broken Arrow, Oklahoma.

2. Plaintiff Gary Bohannon and Defendant Lexanne Leah Bohannon were divorced on August 17, 2000 in *Bohannon v. Bohannon*, Case No. FD 99-0506 (Tulsa County, Okla.).

DOCKETED 3-12-01
Clerk, U.S. Bankruptcy Court
Northern District of Oklahoma

3. The decree of divorce of the parties awarded the real property, located at 1131 West Birmingham Place, Broken Arrow, Oklahoma, to the Plaintiff Gary Bohannon (who was the Defendant in the divorce action) and ordered the Defendant Lexanne Bohannon (who was the Plaintiff in the divorce action) to satisfy the promissory note to Linda and Robert Kuhn and assume the second mortgage on the property located at 1131 West Birmingham Place, Broken Arrow, Oklahoma securing the promissory note, and to hold the Plaintiff Gary Bohannon harmless therefrom.

4. The second mortgage secures the promissory note to Linda and Robert Kuhn and encumbers the real property awarded to the Plaintiff Gary Bohannon by the divorce decree.

5. Gary Bohannon filed an adversary proceeding seeking a determination that Lexanne Leah Bohannon's obligation to satisfy the promissory note to Linda and Robert Kuhn and to assume the second mortgage of the above-described property securing the promissory note was nondischargeable as a debt incurred by Lexanne Leah Bohannon in the course of a divorce pursuant to 11 U.S.C. § 523(a)(15).

6. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1334. This is a core proceeding.

7. The parties agree and stipulate that Lexanne Leah Bohannon's obligation to satisfy the promissory note to Linda and Robert Kuhn and to assume the second mortgage of the property located at 1131 West Birmingham Place, Broken Arrow, Oklahoma securing the promissory note is a debt incurred by the Debtor Lexanne Leah Bohannon in the course of a divorce proceeding.

8. The parties agree and stipulate that Lexanne Leah Bohannon's obligation to satisfy the promissory note to Linda and Robert Kuhn and to assume the second mortgage of the property

located at 1131 West Birmingham Place, Broken Arrow, Oklahoma securing the promissory note is a nondischargeable debt pursuant to 11 U.S.C. § 523(a)(15).

IT IS THEREFORE ORDERED that judgment is hereby entered in favor of the Plaintiff Gary Bohannon and against Defendant Lexanne Leah Bohannon in this adversary proceeding.

IT IS THEREFORE ORDERED that Lexanne Leah Bohannon's obligation to satisfy the promissory note to Linda and Robert Kuhn and to assume the second mortgage of the property located at 1131 West Birmingham Place, Broken Arrow, Oklahoma securing the promissory note is not discharged.

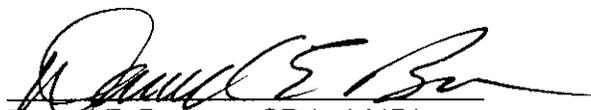
IT IS FURTHER ORDERED that each party will bear its own attorney fees, costs, and expenses associated with this litigation.

IT IS SO ORDERED Mar. 12, 2001.


UNITED STATES BANKRUPTCY JUDGE

APPROVED AS TO FORM AND CONTENT:


Laura Emily Frossard OBA 3151
Legal Services of Eastern Oklahoma, Inc.
115 West 3rd St., Suite 700
Tulsa, Oklahoma 74103
Telephone: (918) 584-3338
Fax: (918) 584-3060
Attorney for Plaintiff Gary Bohannon


Darrell E. Brown OBA 14474
7204 East 90th Place
Tulsa, Oklahoma 74133
Attorney for Defendant Lexanne Leah Bohannon