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OCT 7 2001

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

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

**IN RE: SCOTTY JAMES SCOTT, : CASE NO. 01-02335-1
: :
DEBTOR. : CHAPTER 7**

**AMERICAN EXPRESS TRAVEL RELATED :
SERVICES COMPANY, INC., : ADVERSARY NO. 01-0315-R**

PLAINTIFF,

vs.

**SCOTTY SCOTT a/k/a :
SCOTTY JAMES SCOTT, :
DEFENDANT. :**

**STIPULATED JUDGMENT IN SETTLEMENT OF
COMPLAINT TO DETERMINE DISCHARGEABILITY OF DEBT**

Plaintiff, American Express Travel Related Services Company, Inc. ("American Express"), and Defendant, Scotty Scott a/k/a Scotty James Scott, by and through their undersigned counsel, in settlement of the above-captioned adversary proceeding, hereby stipulate as follows:

1. Judgment in the above matter shall be entered against Defendant and in favor of Plaintiff with regard to account numbers 3727-107412-01002 and 3739-880505-02009 in the principal sum of \$5,000.00 ("Judgment Amount"), plus interest at the legal rate from the date of entry of Judgment, costs and attorneys' fees, and this sum is nondischargeable pursuant to 11 U.S.C. §523(a)(2)(A), except as further provided.

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2. Execution on the Judgment shall be stayed so long as Defendant pays the Judgment Amount to Plaintiff as follows: \$100.00 per month for fifty (50) consecutive months. The first monthly payment shall be due on or before October 1, 2001 and all subsequent monthly payments shall be due on or before the first (1st) day of each month. Upon payment of the Judgment Amount, the Judgment shall be satisfied in full.

3. A monthly payment shall be considered late, delinquent or in default if it is not received within ten (10) days of the due date. Any payments becoming due after Defendant has defaulted on any monthly payment or after Defendant has furnished insufficient funds to Plaintiff shall thereafter be made in the form of money order or certified funds. Plaintiff shall be allowed to contact Defendant directly regarding payment and/or default under this Stipulated Judgment.

4. Defendant shall submit his payments, made payable to "American Express", directly to BECKET & LEE LLP, P.O. Box 3001, Malvern, PA 19355 or at any future address designated by Plaintiff in writing. Defendant shall reference "SCOTT_OK0173" on all tendered payments.

5. Defendant may prepay all or any portion of the Judgment Amount at any time without penalty, but a minimum payment shall be due each month as stated in Paragraph 2. Any payments made in excess of the required payment shall shorten the Defendant's repayment schedule but shall not, under any circumstances, entitle the Defendant to skip the next scheduled monthly payment.

6. In the event that Defendant fails to make timely payments as hereinabove stipulated, after written notice to Defendant, Defendant shall have ten (10) days from the date of said notice to cure the default. If cure is not made, Plaintiff shall have the

right to proceed with execution upon the Judgment for the unpaid balance, shall be allowed to charge interest upon the unpaid Judgment Amount at the legal rate (accruing upon the due date of the earliest payment in default), and shall be allowed to add any reasonable costs of collection, including reasonable attorneys' fees incurred by Plaintiff from and after any such default in the pursuit and enforcement of its rights hereunder.

7. Plaintiff remains entitled to distribution from the bankruptcy estate. Any amounts received from the bankruptcy estate in combination with any amounts paid by Defendant, which exceed the account balances, shall be returned to Defendant.

8. Defendant's current mailing address is 4500 W. Princeton Street, Broken Arrow, OK 74012. Defendant understands that he must advise Plaintiff in writing of any change of address until the Judgment has been satisfied.

WHEREFORE, the parties pray this Honorable Court for an Order approving the instant Stipulated Judgment and closing the adversary matter pursuant to the terms and conditions of the Stipulated Judgment.

Dated: 10/5/01

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Dated: _____

By: 

Scotty James Scott
4500 W. Princeton Street
Broken Arrow, OK 74012
Defendant