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

FILED

DEC 1 8 2001

MICHAEL L. WILLIAMS, CLERK
U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF OKLAHOMA

IN RE:	)	
	)	
WHEELER, SAM E.,	)	Case No. 00-03881-M
	)	Chapter 7
Debtor.	)	
ARVEST STATE BANK & TRUST,	)	
a State Chartered Bank	)	
f/k/a State Bank & Trust,	)	
now known as Arvest State Bank	)	
	)	
Plaintiff,	)	
	)	
v.	)	Adversary No. 01-0035-M
	)	
SAM E. WHEELER,	)	
	)	
Defendant.	)	

AGREED JOURNAL ENTRY OF JUDGMENT

Now on the 18th day of December, 2001, the above-styled case came on for consideration before the undersigned Judge, the Court finds as follows:

1. Arvest State Bank & Trust, now known as Arvest State Bank, ("Arvest") commenced this Adversary Proceeding against Sam E. Wheeler ("Wheeler") seeking a determination that the debt owed by Wheeler to Arvest was nondischargeable.

2. Wheeler answered Arvest's Compliant and denied the allegations.

3. However, as evidenced by their signatures below, to avoid the time, expense and risks inherent in all litigation, Arvest and Wheeler have entered into this Agreed Journal Entry of Judgment in the amount of $50,885.25.

DOCKETED 12-18-01
Clerk, U.S. Bankruptcy Court
Northern District of Oklahoma

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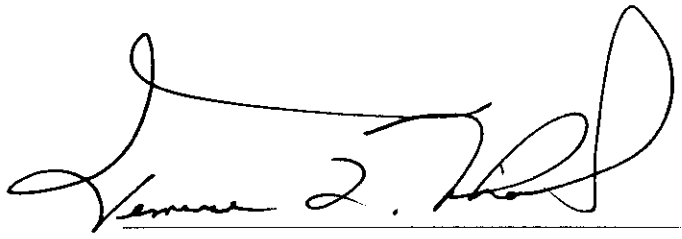
4. The parties have also contemporaneously entered into a Settlement Agreement, a copy of which is attached as Exhibit "A", concerning this Agreed Journal Entry of Judgment.

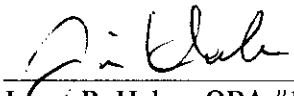
IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED that Judgment is hereby granted in favor of Arvest determining that the debt owed Arvest by Wheeler is nondischargeable in the amount of $50,885.25.



UNITED STATES BANKRUPTCY JUDGE
TERRENCE L. MICHAEL

APPROVED:

THE J.R. HUBER FIRM, P.C.



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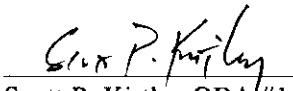

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Attorneys for Sam E. Wheeler

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

IN RE:	)	
	)	
WHEELER, SAM E.,	)	Case No. 00-03881-M
	)	Chapter 7
Debtor.	)	

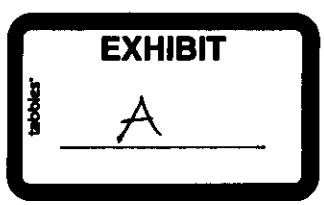
ARVEST STATE BANK & TRUST,	)	
a State Chartered Bank	)	
f/k/a State Bank & Trust,	)	
now known as Arvest State Bank	)	
	)	
Plaintiff,	)	
	)	
v.	)	Adversary No. 01-0035-M
	)	
SAM E. WHEELER,	)	
	)	
Defendant.	)	

SETTLEMENT AGREEMENT

Arvest State Bank & Trust, now known as Arvest State Bank, ("Arvest"), Robert J. Hulsey ("Hulsey") and Sam E. Wheeler ("Wheeler") agree to settle the dispute arising from the Complaints to determine dischargeability of debt filed by Arvest above-captioned Adversary Proceeding and in Adversary Proceeding No. 01-0036-M.

Recitals

WHEREAS, all parties agree that there has been sufficient and adequate consideration flowing from each party to the other to support the agreements contained herein.



WHEREAS, Hulsey and Wheeler deny that they have made any statement written or otherwise that would give rise to this Court making a determination that their debt to Arvest is nondischargeable; however, to avoid the time, expense and risks inherent in all litigation, Hulsey and Wheeler and Arvest have entered into an Agreed Journal Entry of Judgment which has been filed in the above-captioned Adversary Proceeding and in Adversary Proceeding No. 01-0036-M..

WHEREAS, Arvest, for the express benefit conferred of being able to secure an accord and satisfaction of the Agreed Journal Entry of Judgment filed in this Adversary Proceeding and in Adversary Proceeding No. 01-0036-M, the parties have agreed to settle the Agreed Journal Entry of Judgments for the total sum of Fifteen Thousand Dollars ($15,000.00).

WHEREAS, the terms of the Settlement Agreement are:

1. A $1,000.00 payment due on or before December 15, 2001.

2. A $1,000.00 payment due on or before January 1, 2002.

3. The remaining $13,000.00 shall be payable in 58 separate $224.14 monthly payments, said payments being due on or before the 1st day of each month thereafter beginning on February 1, 2002 and ending on December 1, 2006, when the entire $13,000.00 balance is paid in full. A five-day grace period shall apply to each of the $224.14 payments.

4. Payments shall be made payable to Arvest State Bank, 502 S. Main Mall, Tulsa, Oklahoma 74103.

5. Should Hulsey or Wheeler fail to make the payments set forth herein when due, the entire $50,885.25, less those payments made in accordance with this Settlement Agreement, shall be due and payable by Hulsey and Wheeler, jointly and severally, to Arvest.

6. Upon payment of the $15,000.00 to Arvest, Arvest shall execute and deliver and a full and complete release of liability to Hulsey and Wheeler.

7. Each party shall pay their own costs and attorney fees; however, should either Arvest, Hulsey or Wheeler breach the terms of this Settlement Agreement, including default on the payment plan detailed herein to Arvest, and it become necessary for either party to hire an attorney to assist in enforcing this Settlement Agreement, then in that event the prevailing party shall be entitled to recover attorney fees that are reasonable plus reimbursement for its costs and expenses.

WHEREAS, this Settlement Agreement embodies the entire agreement between the parties hereto with respect t the matters involved herein and supersedes any previous negotiations or agreements between the parties with respect to such matters. This Settlement Agreement was not executed in reliance upon any statement or representation by either party other than those set forth above. This Settlement Agreement may not be modified except by a subsequent agreement in writing signed by all parties.

Executed this __ day of December, 2001.

12-10-01
Robert J. Hulsey

12-10-01
Sam E. Wheeler

Arvest State Bank
By: James Gibson, Senior Vice-President