

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

Re: Denise Debtor,

Bky Case No. 03-xxxxxx

Debtor.

Chapter 7

Universebank (South Dakota), N.A.,

Plaintiff,

v.

Adv Case No. 03-xxxx

Denise Debtor,

Defendant.

STIPULATION AS TO ENTRY AND ENFORCEMENT OF JUDGMENT

This Stipulation, entered into this ____ day of _____, 2003, by and between Plaintiff Universebank (South Dakota), N.A., and Defendant Denise Debtor, subject only to the approval of the terms hereof by the Bankruptcy Court, as follows:

1. Both parties acknowledge that they have entered into this Stipulation of their own free will and under no coercion or duress. Defendant understands that the intent of this Stipulation is to give final and irrevocable effect to its terms, and that by entering into this Stipulation, Defendant is forever waiving Defendant's right to defend on the merits of the above-captioned lawsuit.

2. In settlement of Plaintiff's claims, the Defendant unconditionally consents to the immediate entry of judgment in favor of Plaintiff and against the Defendant, non-dischargeable in Bankruptcy under Code §523(a)(2)(A), in the amount of \$2,600.00 plus costs of \$150.00. It is the specific intent of the Stipulation that said judgment be entered forthwith and as a final disposition of this proceeding.

3. Plaintiff shall forbear from enforcing the above-referenced judgment, and from docketing the judgment in state court, for so long as Defendant makes payments on the judgment, at no interest, as follows: \$50.00 per month beginning on June 1, 2003 and continuing on the same day of each consecutive month thereafter until the sum of \$1,800.00 has been paid. Defendant may prepay at any time. Time is of the essence in the making of such payments. All payments should be made payable to "UNIVERSEBANK" and directed to the office of **Sinister & More, P.A., 1111 Lawyers' Building, St. Paul, MN 55101**. THE PAYMENT MUST CONTAIN THE FOLLOWING ACCOUNT NUMBER ON THE CHECK OR MONEY ORDER IN ORDER TO RECEIVE CREDIT: **xxx-xxx-xxxx-xxxx**. The acceptance of late payments by Plaintiff shall not be construed as a waiver of the Defendant's obligation to make timely payments. Plaintiff's forbearance from exercising any of its rights hereunder shall not be construed a waiver of those rights.

4. In addition to the above obligations, Defendant shall advise Plaintiff of any change of address, within 15 days of such change of address.

5. Provided that the Defendant makes all payments herein above described, then upon the satisfactory completion of said payments, Plaintiff shall satisfy the above-referenced judgment of record. However, if the Defendant fails to make any of the payments described above on time and with good funds, Plaintiff may declare this agreement in default. The first, second and third times that Plaintiff declares this agreement in default, Plaintiff shall do so in writing directed to the Defendant's last known address and the Defendant's attorney, and said writing shall provide that the Defendant has ten days from the mailing of such notice to cure the default, which shall be specified in the notice. Provided that the Defendant then cures the default within ten days of the mailing of such notice, Plaintiff's agreement to forbear enforcement shall remain in full force and effect. If the

Defendant fails to so cure, or if the Defendant commits a fourth or subsequent default, then Plaintiff may, without any further notice to the Defendant or the Defendant's attorney, proceed to enforce the judgment, docket the judgment in state court and collect the entire unpaid balance of the judgment, together with statutory interest thereon (less only the payments actually made and received under this agreement).

_____ UNIVERSEBANK (SOUTH DAKOTA), N.A.
Denise Debtor

By: _____

Its: _____

PRESTO & CHANGO, P.A.

SINISTER & MORE, P.A.

By _____
Barrister Presto
123 White St
Anytown, USA
(651)xxx-xxxx
Attorney for Defendant

By _____
Peter B. Sinister, #xxxxx
1111 Lawyers' Building
St. Paul, MN 55101
(651) xxx-xxxx
Attorney for Plaintiff

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

Re: Denise Debtor, Bky Case No. 03-30369
Debtor. Chapter 7

Universebank (South Dakota), N.A.,
Plaintiff,

v. Adv Case No. 03-3119

Denise Debtor,
Defendant.

ORDER FOR JUDGMENT

At St. Paul, Minnesota, _____, 2003.

Pursuant to the stipulation of the parties,

IT IS HEREBY ORDERED:

1. The Plaintiff shall recover from the Defendant the sum of \$2,602.05 and costs of \$150.00, for a total of \$2,752.05, together with interest thereon as provided by law.

2. The debt represented by this judgment is excepted from the Defendant's discharge.

LET JUDGMENT BE ENTERED ACCORDINGLY.

UNITED STATES BANKRUPTCY JUDGE

SINISTER & MORE, P.A.

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April 17, 2003

Ms. Patti J. Sullivan, Esq.
Ulvin & Sullivan Attorneys, P.A.
51 South Albert
St. Paul, MN 55105

Re: Universebank (South Dakota), N.A.
v. Denise Debtor
BKY No. 03-30369
ADV No. 03-3119
Our File No. 2142-376

Dear Ms. Sullivan:

Enclosed are two duplicate originals of the Stipulation as to Entry and Enforcement of Judgment. Please have both duplicate originals signed, and then return them to me for further processing. I will finalize execution, and then file the Stipulation with the Court, together with a proposed Order (a draft copy of which is enclosed with this letter for your information). I will provide you with a copy of the fully executed Stipulation, and will of course copy you on all correspondence with the Court.

If you have any questions, comments or concerns, please let me know.

Thank you.

Very truly yours,

Elizabeth A. Soderstrom
Secretary to Peter Stein
/eas
Enclosures