

**UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF FLORIDA
TALLAHASSEE DIVISION**

In re:

Callie S Smith,

Bankruptcy No. 10-10217-LMK
Chapter 7
Judge Lewis M. Killian Jr.

FIA Card Services, N.A. (f.k.a. MBNA America
Bank, N.A.),

Plaintiff,

vs.

Callie S Smith,

Defendant.

ADV. NO. 10-01005-LMK

NONDISCHARGEABLE JUDGMENT

Based upon the Stipulation of the Parties, referenced as document #6, IT IS HEREBY
ADJUDGED AND DECREED:

1. The sum of **\$4,000.00** owed by the Defendant to Plaintiff is found to be nondischargeable and Plaintiff is granted judgment against Defendant in this amount.
2. The non-discharged sum of **\$4,000.00** shall be paid as follows: **the sum of \$100.00 per month, each month for 40 months, commencing 07/15/2010.** The remaining

payments shall be due on the same day of each month thereafter. While not in default, such principal shall not bear interest.

Payments are to be made to:

Accounts Receivable
Attn: FIA Card Services, N.A. (f.k.a. MBNA America Bank, N.A.)
WEINSTEIN & RILEY, P.S.
P.O. Box 3978
Seattle, WA 98124
INCLUDE ACCOUNT NUMBER ON PAYMENTS

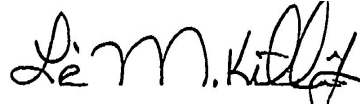
Plaintiff or its agents may send monthly bills and invoices as a courtesy reminder to Defendant.

3. In the event Defendant defaults in payments, Plaintiff shall be entitled to declare the sum of **\$4,000.00**, plus any interest, immediately due and payable, together with Plaintiff's reasonable attorneys' fees and costs incurred.
4. Defendant acknowledges and stipulates that if Defendant fails to make any payment as agreed, the remaining **\$4,000.00**, less any payments made, shall bear interest at twelve percent (12%) per annum until paid or otherwise satisfied. However, no interest will accrue so long as payments are kept current.
5. Plaintiff will refrain from pursuing its rights under this agreement so long as Defendant continues to make payment on a regular, timely basis. If Defendant defaults, however, Plaintiff shall have the right to pursue any legally available

remedy, including (but not limited to) garnishment of wages or bank accounts, and the filing of liens, without further notice.

The parties shall pay their own attorney fees and costs in this matter.

DATED, this the 7th day of July, 2010.



Lewis M. Killian Jr.
BANKRUPTCY JUDGE

Furnished copies to:

Kenneth S. Jannette 0062211
Weinstein & Riley, P.S
14 Penn Plaza, Suite 1300
New York, NY 10122
800-206-7410

Laurence A. Steel
Attorney At Law
10513 N Otis Avenue
Tampa, FL 33612

Trustee
Theresa M. Bender
P.O. Box 14557
Tallahassee, FL 32317

Callie S. Smith
20736 NW 100 Avenue Road
Micanopy, FL 32667

U.S. Trustee
United States Trustee
110 E. Park Avenue, Suite 128
Tallahassee, FL 32301