

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

IN RE: ADRIAN FROST,	*	
DEBTOR	*	CASE NO. 93-04449
PAULINE FROST,	*	
PLAINTIFF	*	
VS.	*	ADV. PROC. NO. 93-8041
ADRIAN FROST,	*	
DEFENDANT	*	

ORDER

This matter came before this Honorable Court on June 22, 1994, after due notice to the parties for trial on the Complaint of Pauline Frost, Plaintiff, against Adrian C. Frost, and the Court having heretofore made its findings of fact and conclusions of law determining the non-dischargeability of alimony, maintenance and support obligations owed the Plaintiff by the Debtor as governed by Section 523a(5) of the United States Bankruptcy Code as follows:

- A. The parties were divorced on August 12, 1988.
- B. The parties entered into a marital separation

U. S. BANKRUPTCY COURT Northern District of Florida DATE ENTERED ON DOCKET: <u>8.1.94</u>
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NORTH/DIST-FLA
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agreement incorporated by said Divorce Decree reflecting certain support and maintenance obligations by the Debtor in favor of the Plaintiff.

C. At the time of the divorce, there was a 2 to 1 disparity between the incomes of the Debtor and the Plaintiff, respectively.

D. The Plaintiff was unable to make payments on her home.

E. No evidence was presented as to the value of other properties exchanged between the parties in the divorce and therefore, there is no relationship between other property exchanges and the maintenance and alimony agreements are declared **non-dischargeable** herein.

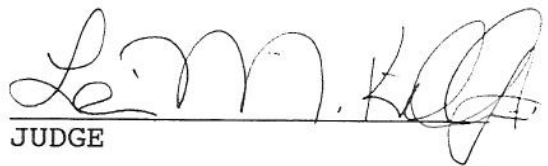
F. The intent of the agreement was to provide the Plaintiff, Pauline Frost, with maintenance and support for her housing needs.

G. Quasi estoppel does not preclude the Plaintiff from asserting non-dischargeability.

H. The alimony incorporated in the marital separation agreement was not alimony in gross and did not represent a sum certain.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED and DECREED that the Debtor's obligation to Pauline Frost for past and future

house payments is **non-dischargeable**. An arrearage is due of \$8656.00 and that \$427.03 per month is due for present and future house payments. In the event said house is sold then Debtor is ordered to pay to Pauline Frost the sum of \$500.00 per month as continuing alimony.


JUDGE

I HEREBY CERTIFY that this is a true and correct copy of the original on file in the office of the Clerk, United States Bankruptcy Court for the Northern District of Florida.

LARRY A. PACE, Clerk, Bankruptcy Court

By Lani A. Bond
Deputy Clerk

