

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF IOWA

FILED
U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF IOWA

MAR 26 1992

BARBARA A. EVERLY, CLERK

In re:

CHAPTER 7
Case No.

DALE DEWAYNE BROCKSMITH
PATTY ANN BROCKSMITH,
Debtor

L-91-01482-C

DALE DEWAYNE BROCKSMITH
Plaintiff

v.

QUINCY PEOPLES SAVINGS,
ILLINOIS GUARANTEED LOAN PROGRAM,
Defendant

Adversary Proceeding No.
L-91-0216-C

JUDGMENT

The issues of this proceeding having been duly considered by the Honorable MICHAEL J. MELLOY, United States Bankruptcy Judge, and a decision having been reached without trial or hearing,

IT IS ORDERED AND ADJUDGED: That the debt of debtor/plaintiff Dale DeWayne Brocksmith to the Illinois Guaranteed Loan Program based on the two loans described in the Order, which became due before seven years (exclusive of any applicable suspension of the repayment period) before the date of the filing of the Petition herein is, pursuant to 11 U.S.C. 523(a)(8)(A), dischargeable and is discharged.



BARBARA A. EVERLY
Clerk of Bankruptcy Court

By: *Michael J. Melloy*
Deputy Clerk

[Seal of the U.S. Bankruptcy Court]
Date of Issuance: March 26, 1992

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MAR 25 1992

IN RE:)
)
DALE DEWAYNE BROCKSMITH and) Bankruptcy No.
PATTY ANN BROCKSMITH,) L-91-01482-C
) Chapter 7
)
 Debtors,)
-----)
DALE DEWAYNE BROCKSMITH,) Adversary No.
) L-91-0216-C
)
 Plaintiff,)
vs.)
)
QUINCY PEOPLES SAVINGS,)
ILLINOIS GUARANTEED LOAN) ORDER
PROGRAM, AMERICAN SAVINGS)
ASSOCIATION, UNITED STATES)
EDUCATIONAL ASSISTANCE)
FOUNDATION, UNITED STATES)
DEPARTMENT OF EDUCATION, and)
THE UNITED STATES OF AMERICA,)
)
 Defendants.)

BARBARA A. EVERLY, CLERK

AND NOW, on this 25th day of March, 1992, before the Court Debtor/Plaintiff's, Dale DeWayne Brocksmith's, (hereinafter referred to as Plaintiff) and Defendant Illinois Guaranteed Loan Program's (hereinafter referred to as Illinois) Consent Judgment and Request for Entry of Judgment. The Court, being fully advised in the premises, FINDS as follows:

1. That this Court has jurisdiction over the subject matter of this litigation and over the parties thereto.
2. That the Complaint to Determine Dischargeability filed herein states a claim upon which relief can be granted.
3. That on January 29, 1992, a Stipulation of Dismissal was filed dismissing Defendants United States Department of Education and United States of America and on March 17, 1992, Judgment by Default was rendered against United States Educational Assistance Foundation, Quincy Peoples Savings, and American Savings Association.
4. That the only claim remaining for disposition herein is that of Plaintiff against Illinois; therefore, there is no just reason for delay by this Court in entering final judgment herein.
5. That Illinois has been properly served with a copy of Plaintiff's Complaint and Summons in the above-captioned proceedings.

6. That on or about April 27, 1982, Plaintiff obtained a federally guaranteed student loan from Quincy Peoples Savings through Illinois in the amount of \$1,500.00 and on August 25, 1982, Plaintiff obtained a second federally guaranteed student loan from Quincy Peoples Savings through Illinois in the amount of \$2,500.00 which were subsequently purchased by American Savings Association of Springfield, Illinois.

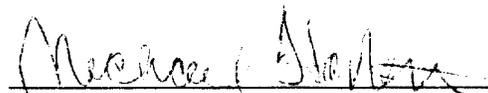
7. That said loans first became due before seven years (exclusive of any applicable suspension of the repayment period) before the date of the filing of Plaintiff's Petition in this case.

8. That Illinois agrees to the entry of a judgment that said debt is dischargeable pursuant to 11 U.S.C. section 523(a)(8)(A) and Plaintiff is relieved of his obligation of repayment on said loans.

WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the debt of Debtor/Plaintiff Dale DeWayne Brocksmith to the Illinois Guaranteed Loan Program based on the two loans set forth above which became due before seven years (exclusive of any applicable suspension of the repayment period) before the date of the filing of the Petition herein is, pursuant to 11 U.S.C. 523(a)(8)(A), dischargeable and is discharged. This Court expressly directs for entry of this judgment.

Copy w/judgment to
David Nadler, U.S. Attorney,
U.S. Trustee and Illinois
Guaranteed Loan Program this
March 26, 1992 mg
Prepared by
David Nadler
Attorney for Plaintiff

Approved by:



MICHAEL HORTON
Illinois Guaranteed Loan Program



BANKRUPTCY JUDGE
NORTHERN DISTRICT OF IOWA