

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF IOWA

In re:

CHAPTER 7
Case No.

TERRI LEE STEGGALL
aka Terri Lee Rehman
Debtor

92-11943LC

FCC NATIONAL BANK/FIRST CARD
Plaintiff

FILED
U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF IOWA
.....
JUN 22 1993
BARBARA A. EVERLY, CLERK

v.

TERRI LEE STEGGALL
aka Terri Lee Rehman
Defendant

Adversary Proceeding No.
93-1012LC

JUDGMENT

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

IT IS ORDERED AND ADJUDGED: Pursuant to the Settlement Agreement the Debtor is hereby required and directed to pay to First Card the sum of \$2,250.00 according to the schedule set out in the Order of 6/21/93. No interest shall accrue on unpaid balance during the payment schedule.



[Seal of the U.S. Bankruptcy Court]
Date of Issuance: June 22, 1993

BARBARA A. EVERLY
Clerk of Bankruptcy Court

By: *Michael A. Goley*
Deputy Clerk

Recorded Vol III
Page 177

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

JUN 21 1993

In Re:)		
	)	Chapter 7	BARBARA A. EVERLY, CLERK
TERRI LEE STEGGALL)		
a/k/a TERRI LEE REHMAN	)	Bankruptcy No. 92-11943LC	
)		
Debtor.)		
<hr/>			
FCC NATIONAL BANK/ FIRST CARD,	)	Adversary No. 93-1012-LC	
)		
Plaintiff.	)	ORDER APPROVING	
	)	SETTLEMENT AGREEMENT	
vs.	)	BETWEEN PLAINTIFF FCC	
	)	NATIONAL BANK/FIRST CARD	
TERRI LEE STEGGALL	)	AND DEBTOR TERRI LEE	
a/k/a TERRI LEE REHMAN,	)	STEGGALL AND DISMISSING	
	)	ADVERSARY PROCEEDING	
Defendant.)		

On January 29, 1993, FCC National Bank/First Card ("First Card") filed an adversary complaint that, pursuant to 11 U.S.C. § 523(a)(2), objected to the Debtor's discharge of the \$5,080.06 debt owed by her to First Card. The Debtor herein on May 17, 1993 filed a Settlement Agreement, a copy of which is attached, signed by the Debtor, Debtor's attorney and the attorney for First Card. Under the Settlement Agreement First Card and the Debtor agree to settle and compromise the alleged nondischargeable debt, and First Card agrees to accept the total sum of \$2,250.00 as full and complete settlement of First Card's claim against the Debtor.

The Court, after reviewing the Settlement Agreement and hearing the statements of counsel, finds the Settlement Agreement is proper and is in the best interest of the estate, and should be approved.

WHEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that the Settlement Agreement between the Debtor and First Card is hereby approved and that Debtor is hereby required and directed to pay to First Card the sum of \$2,250.00 according to the following schedule:

- (i) Twenty-five dollars (\$25.00) per month for twelve (12) consecutive months, commencing on Jun 1, 1993, and continuing on the first day of each month thereafter to and including May 1, 1994;
- (ii) Fifty dollars (\$50.00) per month for eighteen (18) consecutive months, commencing on June 1, 1994, and continuing on the first day of each month thereafter to and including November 1, 1995; and
- (iii) Seventy-five dollars (\$75.00) per month for eighteen (18) consecutive months, commencing on December 1, 1995 and continuing on the first day of each month thereafter to and including May 1, 1997.

IT IS FURTHER ORDERED that no interest is to accrue on the unpaid balance during the payment schedule set forth above.

IT IS FURTHER ORDERED THAT the Debtor is directed to forward her monthly payments to Ms. Lin Letourneau, First Card, P.O. Box 2011 K5, Elgin, Illinois 60121.

IT IS FURTHER ORDERED THAT the Court makes no finding of dischargeability concerning First Card's claim and makes no determination on the merit of the other allegations in First Card's Complaint against the Debtor;

IT IS FURTHER ORDERED THAT First Card, in waiving its right to seek the entry of a judgment of non-dischargeability of this debt owed by the Debtor, does not forfeit its right to seek a finding of non-dischargeability in any subsequent case;

IT IS FURTHER ORDERED that First Card's adversary proceeding (Adver. No. 93-1012LC) against the Debtor is dismissed.

SO ORDERED this 21 day of June, 1993.


PAUL J. KILBURG, Judge
United States Bankruptcy Judge
Northern District of Iowa

Order prepared and submitted by:
Kathleen Corcoran I.D. No. 483-56-9323
Childers & Fiegen, P.C.

Notice sent to: (w/ Judgment)

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Richard L. Boresi
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US Trustee - CR
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425 Second Street SE
Cedar Rapids, IA 52401

6-22-93

mgf

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

FILED
U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF IOWA

MAY 17 1993

BARBARA A. EVERLY, CLERK

IN RE:)
TERRI LEE STEGGALL)
a/k/a TERRI LEE REHMAN,)
Debtor.)
_____)
FCC NATIONAL BANK/FIRST CARD)
Plaintiff,)
v.)
TERRI LEE STEGGALL)
a/k/a TERRI LEE REHMAN,)
Defendant.)

CHAPTER 7
BANKRUPTCY NO. 92-11943-LC
ADVERSARY NO. 93-1012-LC
SETTLEMENT AGREEMENT

COME NOW the parties to the above-captioned cause of action, Terri Lee Steggall, Debtor/Defendant, and FCC National Bank/First Card, Plaintiff, and for this Settlement Agreement, hereby state to the Court:

1. That the Plaintiff agrees to accept the total sum of Two Thousand Five Hundred and Fifty Dollars (\$2,250.00) as full and complete settlement of the Plaintiff's claim against the Debtor.

2. That the Debtor agrees to pay the subject claim pursuant to the following schedule:

- (a) Twenty-five Dollars (\$25.00) per month for twelve consecutive months, commencing on June 1, 1993, and continuing on the first day of each month thereafter to and including May 1, 1994;
- (b) Fifty Dollars (\$50.00) per month for eighteen consecutive months, commencing on June 1, 1994, and continuing on the first day of each month thereafter to and including November 1, 1995; and
- (c) Seventy-five Dollars (\$75.00) per month for eighteen consecutive months, commencing on December 1, 1995 and continuing on the first day of each month thereafter to and including May 1, 1997.

In Re: Terri Steggall, Debtor
Bankruptcy No. 92-11943-LC
Steggall v. FCC National Bank
Adversary No. 93-1012-LC
Settlement Agreement
Page 2

3. That the parties stipulate and agree that no interest shall accrue on the unpaid balance during the payment schedule set forth in Paragraph 2.

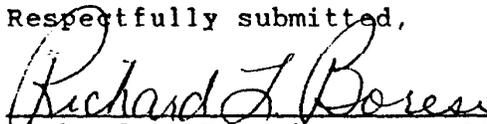
4. That the parties stipulate and agree that the Court is not asked to make a finding of dischargeability concerning the subject claim, or make a determination on the merits of the other allegations in Plaintiff's Complaint.

5. That the Plaintiff, in waiving its right to seek the entry of a judgment of non-dischargeability of this debt, does not forfeit its right to seek a finding of non-dischargeability in any subsequent case.

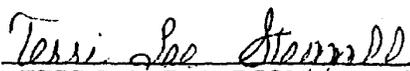
6. That upon approval by the Court of this Settlement Agreement, the parties will execute and file a Stipulation of Dismissal with Prejudice.

WHEREFORE, the Debtor/Defendant Terri Lee Steggall, and the Plaintiff FCC National Bank/First Card, pray that the Court approve the settlement terms heretofore negotiated and by order bind them to the terms and conditions of this Settlement Agreement as set forth above.

Respectfully submitted,


Richard L. Boresi LI0000511
KING, SMITH & BORESI
121 Third Street S.W.
Cedar Rapids, Iowa 52404

ATTORNEY FOR DEBTOR


TERRI LEE STEGGALL, Debtor

In Re: Terri Steggall, Debtor
Bankruptcy No. 92-11943-LC
Steggall v. FCC National Bank
Adversary No. 93-1012-LC
Settlement Agreement
Page 3



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