

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF IOWA

In re:

Russell D. Kramer
Debtor

Rhonda F. Kramer
Plaintiff

CHAPTER 7
Case No.

95-10788KC

FILED
U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF IOWA

DEC 29 1995

BARBARA A. EVERLY, CLERK

v.

Russell D. Kramer
Defendant

Adversary Proceeding No.
95-1130KC

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 11 U.S.C. Section 523(a)(5) a non-dischargeable judgment is entered against the Defendant herein in the amount of \$3,515.00 for SLS student loan; \$244.60 for the bill to Dr. Grandon; and \$375.00 for the bill to St. Luke's Hospital.

IT IS FURTHER ORDERED that plaintiff is precluded from executing on this judgment, provided that the judgment is satisfied as set forth in the Stipulation. In the event that judgment is not satisfied within the time frame set forth, the plaintiff shall be entitled to exercise all remedies available to her under the law.



[Seal of the U.S. Bankruptcy Court]
Date of Issuance: December 29, 1995

BARBARA A. EVERLY
Clerk of Bankruptcy Court

By: *Munawar A. Golay*
Deputy Clerk

Recorded Vol V
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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF IOWA

FILED
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NORTHERN DISTRICT OF IOWA

DEC 29 1995

BARBARA A. EVERLY CLERK

IN RE:)
RUSSELL D. KRAMER,)
Debtor,)
-----)
RHONDA F. KRAMER,)
Plaintiff,)
v.)
RUSSELL D. KRAMER,)
Defendant.)

) Bankruptcy Number
95-10788-KC

) Adversary Number
95-1130-KC

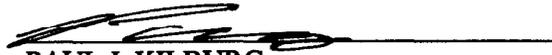
ORDER RE SETTLEMENT OF JUDGMENT

THIS MATTER comes before the Court upon the joint stipulation between the Plaintiff, Rhonda F. Kramer, and the Defendant, Russell D. Kramer, determining the settlement of matters.

IT APPEARING TO THE COURT that the Plaintiff and the Defendant are in agreement pursuant to the joint stipulation which they have submitted to this Court, THE COURT HEREBY ORDERS pursuant to 11 U.S.C. Section 523(a)(5) a non-dischargeable judgment against the Defendant herein in the amount of \$3,515.00 for the SLS student loan; \$244.60 for the bill to Dr. Grandon; and \$375.00 for the bill to St. Luke's Hospital. THE COURT FURTHER ORDERS that the Plaintiff is precluded from executing on this judgment, provided that the judgment is satisfied as set forth in the Stipulation. In the event that the judgment is not satisfied, within the time frame set forth above, the Plaintiff shall be entitled to exercise all remedies available to her under the law to collect this non-dischargeable judgment.

IT IS FURTHER ORDERED that this adversary action is hereby dismissed with prejudice as to both parties with each party to bear its own litigation expenses including costs and attorneys fees.

IT IS SO ORDERED this 29 day of December, 1995.


PAUL J. KILBURG
United States Bankruptcy Judge

Order prepared by:
Linda E. Merritt (13437)
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Telephone: (319) 294-1641
Attorney for Defendant
Order approved as to form and content
Stephen B. Jackson, Jr. (14430)
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Attorney for Plaintiff

Notice sent to: *w/ Judgment*

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US Trustee - CR
Law Building Suite 400
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Cedar Rapids, IA 52401

12-29-25 mg

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

FILED
U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF IOWA

DEC 26 1995

BARBARA A. EVERLY, CLERK

IN RE:)	Bankruptcy Number
)	95-10788-KC
RUSSELL D. KRAMER,)	
)	
Debtor,)	
-----)	Adversary Number
RHONDA F. KRAMER,)	95-1130-KC
)	
Plaintiff,)	
)	
v.)	STIPULATION
)	RE: JUDGMENT
RUSSELL D. KRAMER,)	
)	
Defendant.)	

COME NOW the Parties to the above-captioned Complaint and hereby stipulate as to settlement of matters stating to the Court the following:

1. The Parties hereby agree that the SLS student loan in the amount of \$7,030, one-half of which the Defendant herein was ordered to pay, is non-dischargeable pursuant to 11 U.S.C. § 523(a)(5).
2. The Parties hereby stipulate that the Defendant herein shall pay in full the Master Card bill at Collins Credit Union, one-half of which Plaintiff was ordered to pay. Upon payment in full of the credit card bill at Collins Credit Union, the Defendant shall be given a credit against the non-dischargeable debt for the SLS student loan.
3. The Parties agree that one-half of the St. Luke's Hospital bill in the amount of \$750.00 is a non-dischargeable obligation of the Defendant pursuant to 11 U.S.C. § 523(a)(5).
4. The Parties stipulate that one-half of the bill owed to Dr. Eugene Grandon in the amount of \$489.20 shall be a non-dischargeable judgment against the Defendant pursuant to 11 U.S.C. § 523(a)(5).

5. The Defendant herein agrees that all of the medical bills owed to Dr. Andersen of Cedar Rapids, Iowa, a creditor who is also known as Healthsource, as of the date of filing the petition in bankruptcy, shall be paid by him.

6. The bill payable to Dr. Kenneth Andersen of Center Point, Iowa, shall be paid by the Plaintiff herein.

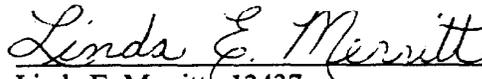
7. Defendant shall provide proof of payment of the joint credit card obligation at Collins Credit Union for which he shall receive a credit against the non-dischargeable SLS student loan judgment referred to herein. In addition, the Defendant shall make payment to the Plaintiff in the amount of \$1,915.00 (which is Defendant's portion of the SLS student loan of \$3,515.00 less his \$1,600.00 payment of the joint credit card obligation). Defendant paid \$1,000.00 of this aforesaid \$1,915.00 on or about the 14th day of December, 1995. Defendant shall pay \$500.00 of this aforesaid \$1,915.00 upon execution of this Stipulation, and he shall pay the remaining \$415.00 within one week of the sale of his 1985 Nissan automobile. Immediately upon the sale of the aforesaid automobile, the Defendant shall notify Plaintiff's attorney, Stephen B. Jackson, Jr., of the sale. If for any reason Defendant fails to sell the 1985 Nissan by June 1, 1996, he shall pay the remaining \$415.00 to the Plaintiff no later than six months after the execution date of this Stipulation.

8. The Defendant shall also make payment to St. Luke's Hospital, Dr. Andersen in Cedar Rapids and Dr. Grandon in the amounts set forth above.

9. Upon performance by the Defendant of all of his obligations herein, the non-dischargeable judgment shall be released and satisfied by the Plaintiff herein. In addition, a satisfaction of those portions of the dissolution decree referred to herein shall be filed by the Plaintiff.

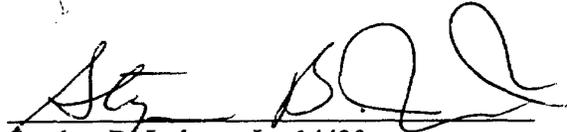
WHEREFORE, the Parties respectfully request that this Court enter a non-dischargeable judgment against the Defendant herein in the amount of \$3,515.00 for the SLS student loan; \$244.60 for the bill to Dr. Grandon; and \$375.00 for the bill to St. Luke's Hospital. The Parties further request that the judgment order preclude execution by the Plaintiff herein, provided that the judgment is satisfied as set forth above. In the event that the judgment is not satisfied, within the time frame set forth above, the Plaintiff shall be entitled to exercise all remedies available to her under the law to collect this non-dischargeable judgment.

DATED this _____ day of December, 1995.



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Copy handed to
filing attorney
on date filed *ASW*