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

In Re:	Defendant.
CHARLES M. EDDY	: Chapter 7
Debtor.	: Case No.
	06-40329-LMK ::
UNITED NATIONAL BANK	: Adversary No:
Plaintiff, vs.	07-04003-LMK :: ::
CHARLES M. EDDY	

CONSENT JUDGMENT

The Plaintiff, United National Bank, having filed its Complaint to Determine Dischargeability of Debt pursuant to 11 U.S.C. Section 523(a)(2)(A), the parties being represented by the undersigned counsel, the parties having agreed to a resolution of the issues and a full and final settlement of all issues on the merits, the Court having considered same, it is therefore, hereby

ORDERED, ADJUDGED AND DECREED that the indebtedness of Defendant, Charles M. Eddy, to Plaintiff, United National Bank, is found to be a non-dischargeable debt pursuant to 11 U.S.C. Section 523(a)(2)(A) in the amount of \$46,282.54 and said amount shall carry the rate of interest from the date of Judgment forward in the amount of 8% per annum, however subject to the terms and conditions herein, and only upon Defendant's default in the payment obligations in this Consent Judgment. Time shall be of the essence and the terms of the Order shall be strictly construed.

As long as the Judgment is repaid by the Defendant in the amount of \$10,000.00 at 8% interest per annum in 36 equal monthly payments of \$313.40 each commencing on May 1, 2007 and a like payment on or before the first day of each month until paid in full, Plaintiff shall forbear from any collection activity. All payments should be made payable to United National Bank and be mailed or otherwise delivered to United National Bank so that said payments may be received by United National Bank on a timely basis. Payments shall be delivered or paid to United National Bank at 114 1<sup>st</sup> Street, N.E., P.O. Box 150, Cairo, Georgia 39828 or to such other location as the Defendant may be instructed in writing from Plaintiff or its agents.

IT IS FURTHER ORDERED that Defendant, Charles M. Eddy shall execute a new note for the obligation described herein and which refers to this Order and the failure to so execute said Note shall be deemed an event of default hereunder. If the obligations of Defendant are completed and paid as outlined hereinabove on a timely basis, the balance of any debt under this Judgment shall be deemed satisfied and canceled.

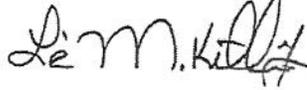
IT IS FURTHER ORDERED that if there is any default hereunder, then Plaintiff, United National Bank, through its agent or undersigned attorney at law shall have the right to send a letter to the Clerk of the United States Bankruptcy Court, Northern District of Florida, Tallahassee Division,

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requesting a Writ of Execution be issued for the total amount of the debt in the amount of \$46,282.54. Defendant shall receive credit for all sums previously paid. Upon such written request to the Clerk, the Clerk is directed to issue said Writ of Execution upon the payment of any appropriate fees which may be due.

IT IS SO ORDERED, this the 3<sup>rd</sup> day of April, 2007.



\_\_\_\_\_  
Judge, United States Bankruptcy Court,  
Northern District of Florida

Prepared and Consented to by:

/s/ J. Randall Frier

/s/ David M. Wolfson

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David M. Wolfson Attorney  
for Plaintiff 1010 Williams  
Street Valdosta, Georgia 31601  
(229) 257-0080 State Bar No:  
773395

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J. Randall Frier  
Attorney for Defendant 1645  
Metropolitan Blvd.  
Tallahassee, Florida 32308  
(850) 894-2084 State Bar No:  
0754978

Consented to by:

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.

WILLIAM W. BLEVINS, Clerk, Bankruptcy Court

By   
Deputy Clerk