

**UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF MISSOURI  
Eastern Division**

In re:	)	
	)	Bankr. Case No.: [REDACTED]
[REDACTED],	)	
	)	Chapter 13
Debtor.	)	
<hr/>		
	)	Adv. Proc. No.: [REDACTED]
[REDACTED],	)	
	)	
Plaintiff,	)	
v.	)	
	)	
[REDACTED],	)	
	)	
Defendant.	)	
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**STIPULATION IN SETTLEMENT OF ADVERSARY PROCEEDING BETWEEN  
PLAINTIFF AND [REDACTED]**

Plaintiff, [REDACTED] (“Plaintiff”), and [REDACTED] by and through their undersigned counsel, hereby stipulate as follows:

1. On January 31, 2017, the Plaintiff filed a voluntary petition for relief under Chapter 13 of the United States Bankruptcy Code. A discharge of eligible debts was entered on May 16, 2022.
  
2. On April 29, 2022, the Plaintiff filed a Complaint naming [REDACTED] as a Defendant, seeking a discharge of educational loan debt under 11 U.S.C. § 523(a)(8).
  
3. On June 3, 2022, [REDACTED] filed its Answer to the Plaintiff’s Complaint.
  
4. The Plaintiff is indebted to [REDACTED] pursuant to the applicable terms of five (5) educational loan Promissory Notes (“Promissory Notes”) executed by the Plaintiff to obtain

educational loans (“Student Loans”), with approximate balances, as of as of the filing of the instant adversary proceeding, as follows:

- a. one (1) educational loan initially disbursed on or about December 15, 2005, with a balance, including principal and interest, totaling \$25,828.72;
- b. one (1) educational loan initially disbursed on or about March 17, 2006, with a balance, including principal and interest, totaling \$74,673.03;
- c. one (1) educational loan initially disbursed on or about July 19, 2006, with a balance, including principal and interest, totaling \$143,730.14;
- d. one (1) educational loan initially disbursed on or about July 2, 2007, with a balance, including principal and interest, totaling \$116,695.09; and
- e. one (1) educational loan initially disbursed on or about October 8, 2007, with a balance, including principal and interest, totaling \$70,833.32.

5. As of the filing of this adversary proceeding, there was a balance due and owing under the Plaintiff’s Promissory Notes, including principal and interest, in the aggregate amount of approximately \$431,760.30 (“Outstanding Balance”), with variable interest rates, and with interest accruing thereafter pursuant to the Promissory Notes.

6. The Outstanding Balance is currently due and owing on the Promissory Notes and the Student Loans evidenced by the Promissory Notes are non-dischargeable educational loans, pursuant to 11 U.S.C. § 523(a)(8).

7. The parties agree to a discharge of Plaintiff’s liability on the debt due [REDACTED], arising from the educational loan referenced in paragraph 4(e) above and disbursed on October 8, 2007, as included within the general discharge entered in Plaintiff’s main bankruptcy case on May 16, 2022.

8. For so long as Plaintiff does not default under this Stipulation, the balance on the remaining loans, identified in paragraphs 4(a), 4(b), 4(c) and 4(d) above and totaling approximately \$360,926.98 (“Remaining Balance”), shall be reduced to \$90,000.00 (“Reduced Balance”), and the variable interest rates shall be reduced to a fixed rate of 1% (“Reduced

Interest”), and the Plaintiff shall repay the Reduced Balance at the Reduced Interest rate as follows: \$413.90 per month for a period of two hundred and forty (240) consecutive months. The first monthly payment is due to be received by [REDACTED] on or before **October 17, 2022**, with subsequent payments to be received on or before the **seventeenth (17<sup>th</sup>)** day of each month thereafter.

9. All payments made pursuant to this Stipulation shall note the Plaintiff’s ten digit account number, \*\*\*\*\*3637 (redacted here for privacy reasons) on the payment and shall be mailed to “[REDACTED],” or to any other address provided to the Plaintiff by [REDACTED] in writing.

10. The following shall be Events of Default hereunder: (a) the Plaintiff shall fail to make any payment due hereunder within thirty (30) days of the due date without securing [REDACTED]’s agreement to a forbearance of such payment(s); or (b) the Plaintiff commences any further legal proceedings against [REDACTED], its predecessors, successors or assigns, seeking to discharge debt.

11. Upon the occurrence of an Event of Default under this Stipulation, pursuant to Paragraph 10 of this Stipulation, any forgiveness of the principal and interest is revoked, and the Plaintiff will be liable for the full amount of the Remaining Balance, as referenced above, plus interest pursuant to the applicable terms of the Promissory Notes for the Plaintiff’s Student Loans (less any payments made hereunder which, following default shall be applied first to interest that would have accrued had this Stipulation not been in effect, and then to principal).

12. There is no penalty for prepayment under this Stipulation but any prepayment, unless it is payment in full, does not relieve the Plaintiff of the obligation to make ongoing monthly payments.

13. In the event the Plaintiff, pursuant to applicable [REDACTED] policy and the terms of the Promissory Notes, qualifies for, or the parties agree to, any deferment or forbearance of payment obligations, after this Stipulation is approved, interest will continue to accrue during the time of any such deferment or forbearance, at the interest rate stated herein, so that the total amount to be repaid, and the monthly payments required, may increase from that stated herein.

14. Should any issues arise, related to billing or repayment of loans subject to this agreement, wherein the Plaintiff believes that billing or collection efforts related to the loans subject to this agreement are not in accordance with this Stipulation, the Plaintiff agrees that such issues should be directed to a Supervisor or Manager in [REDACTED]'s Bankruptcy Litigation Unit, who may be reached at [REDACTED], or to any other telephone number provided by [REDACTED] in writing, or in response to a specific borrower inquiry. The parties understand that any such communications, if not directed as specified in this Paragraph, may not be addressed in a timely manner, or in a manner specifically in accordance with this Stipulation.


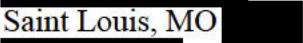

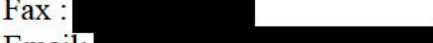
15. Except as provided in this Stipulation, all other terms of the Promissory Notes remain in effect and are hereby incorporated by reference.

16. Any amendment, modification, or waiver of any term or condition of this Stipulation must be made in writing and signed by all parties hereto.

17. This Stipulation may be executed in counterparts, or by facsimile, each of which shall constitute an original, but all of which together shall constitute one and the same Stipulation.

18. The parties hereto agree to the dismissal of the instant adversary proceeding, subject to the terms of this Stipulation.


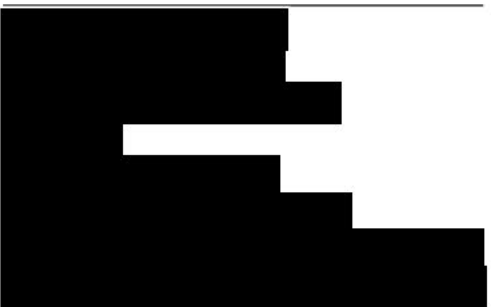
WHEREFORE, the parties pray this Honorable Court for an Order approving the instant Stipulation and dismissing this adversary proceeding.

By:   
Saint Louis, MO   
Fax :   
Email:   
Attorney for Plaintiff

Dated: 09 / 13 / 2022

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By:   


Dated: 09 / 13 / 2022