

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA

Bky. No. 03-37857

---

In re:

ALAN L. & DEBRA A. SHELDON,  
Debtor.

Chapter 7

---

Bank One Delaware, NA f.k.a. First USA,  
Plaintiff,

Adv. Pro. No. 04-3068

vs.

STIPULATION REGARDING  
DISCHARGEABILITY OF DEBT

DEBRA A. SHELDON,  
Defendant.

---

Plaintiff, Bank One Delaware, NA f.k.a. First USA, by and through its attorney of record, David Jon Hoiland, and Defendant DEBRA A. SHELDON, represented by their attorney, CHRISTOPHER M. KENNEDY, hereby stipulate as follows:

1. On or about 11/19/2003, Defendant filed for relief under Chapter 7 of the Bankruptcy Code.
2. On the date of filing of the petition in this case, Defendant was indebted to Plaintiff for the sum of \$15,382.12 on charge account number XXXXXX5956.
3. The sum of \$3,000.00, owed by Defendant to Plaintiff, shall be excepted from discharge by order of this court.

**4. Plaintiff shall forbear from collecting the amount excepted from discharge, and from filing the Confession of Judgment in State District Court, for so long as Defendant continues to make payments pursuant to the following payment plan: Defendant shall pay Plaintiff \$250.00 on or before 11/01/2004, and \$250.00 on the first day of each subsequent month, with no interest, until \$3,000.00 has been paid in full. Defendant may prepay at any time.**

**5. Monthly payments are to be made payable to:**

**Bank One Delaware, NA f.k.a. First USA  
c/o Weinstein Law Office  
14 Penn Plaza, Suite 1615  
New York, NY 10122**

**PLEASE WRITE CHARGE ACCOUNT No. XXXXXX5956 ON EACH PAYMENT.**

**6. In the event Defendant defaults in payment, Plaintiff shall be entitled to declare the entire amount excepted from discharge, less principal payments made to date, immediately due and payable. Prior to accelerating, Plaintiff shall give Defendant written notice of default with 14 days opportunity to cure. Defendant may cure such default by paying the delinquent payment(s) and late fee(s) within 14 days from the postmark of the notice.**

**7. The acceptance of late payments by Plaintiff shall not be construed as a waiver of Defendant's obligation to make timely payments. Plaintiff's forbearance from exercising any of its rights hereunder shall not be construed as a waiver of those rights.**

Dated: 9-3-04



**DEBRA A. SHELDON**  
306 8TH AVE SW  
PIPESTONE, MN 561641122  
Defendant

Dated: 9-3-04



**CHRISTOPHER M. KENNEDY**  
Minn. State Bar # 0258851  
PO Box 3223  
Mankato, MN 56002  
Attorney for Defendant

Dated: 9-3-04



**David Jon Holland**  
Minn. State Bar #46085  
120 S. 6th St. - #1100  
Minneapolis, MN 55402  
(612)-339-3100  
Attorney for Plaintiff

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA

---

In re:

Bky. No. 03-37857

ALAN L. & DEBRA A. SHELDON,

Debtor.

Chapter 7

---

Bank One Delaware, NA f.k.a. First USA,  
Plaintiff,

Adv. Pro. No. 04-3068

vs.

ORDER

DEBRA A. SHELDON,  
Defendant.

---

At ST. PAUL, Minnesota, \_\_\_\_\_, 2004.

Pursuant to the stipulation of the parties,

**IT IS ORDERED: \$3,000.00 of the Defendant's debt to Plaintiff is excepted  
from Defendant's discharge.**

**LET JUDGMENT BE ENTERED ACCORDINGLY.**

---

DENNIS D. O'BRIEN,  
UNITED STATES BANKRUPTCY JUDGE