

**UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF NEW YORK  
Buffalo Division**

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In re:

ELIZABETH A GEDDES,  
  
Debtor.

Bankr. Case No.: 11-11953-CLB  
  
Chapter 7

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ELIZABETH A. GEDDES,  
  
Plaintiff,

Adv. Proc. No.: 12-01007

v.

THE STUDENT LOAN CORPORATION, and  
SALLIE MAE SERVICING CORPORATION,  
  
Defendants.

**STIPULATION TO DISCHARGE  
EDUCATIONAL LOAN DEBT  
BETWEEN PLAINTIFF AND  
SALLIE MAE, INC.**

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Plaintiff, Elizabeth A Geddes (“Plaintiff”), and Sallie Mae, Inc. (“Sallie Mae”), by and through their respective undersigned counsel, hereby stipulate as follows:

1. On June 1, 2011, Plaintiff filed a voluntary petition for relief under Chapter 7 of the United States Bankruptcy Code, and a discharge of eligible debts was entered on September 8, 2011.

2. On February 16, 2012, Plaintiff filed a Complaint, naming, *inter alia*, Sallie Mae Servicing Corporation as a Defendant, seeking a discharge of educational loan debt pursuant 11 U.S.C. § 523(a)(8).

3. Plaintiff is indebted to Sallie Mae pursuant to the applicable terms of one (1) Signature Student Loan Promissory Note (“Promissory Note”), disbursed on September 28, 2006.

4. As of March 12, 2012, there was a balance due and owing under the Promissory Note, including principal, interest and fees, in the amount of \$10,101.07.

5. The parties agree to a discharge of Plaintiff’s liability on the debt due Sallie Mae, arising from the Promissory Note referenced herein above, as included within the general discharge entered in Plaintiff’s main bankruptcy case on September 8, 2011; upon approval of this Stipulation by the court, the Plaintiff’s debt to Sallie Mae, referenced herein, will be included within the general discharge entered in Plaintiff’s main bankruptcy case, and is therefore, hereby discharged.

6. This Stipulation may be executed in counterparts, by facsimile and/or by electronic mail, each of which shall constitute an original, but all of which together shall constitute one and the same Stipulation between the parties.

7. The parties agree to a dismissal of Sallie Mae Servicing Corporation as a Defendant in this adversary proceeding, subject to the terms of this Stipulation, upon approval of this Stipulation by the court.

*[this space intentionally left blank]*

WHEREFORE, the parties pray this Honorable Court for an Order approving this Stipulation and dismissing Sallie Mae Servicing Corporation as a Defendant in this the above-captioned adversary proceeding.

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Authorized agent for Sallie Mae, Inc.