

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF INDIANA**

In Re:

DOUGLAS R. THORNBURG
ALINA J. THORNBURG,

Debtor.

ALINA J. THORNBURG,

Plaintiff,

vs.

SALLIE MAE,
Defendant.

Case Number: 12-13496

Chapter 7

Adversary No.: 12-1220

**STIPULATED JUDGMENT
THAT STUDENT LOAN IS DISCHARGABLE**

IT IS HEREBY STIPULATED by and between Alina J. Thornburg (“Plaintiff”), and Educational Credit Management Corporation (“ECMC”), that the following facts are true and that judgment be entered in this matter as follows:

1. Plaintiff executed one educational loan promissory note (the “Note”) for a Federal Consolidation student loan. The loan was disbursed on January 23, 2004 in the amount of \$9,622.00.
2. The Note evidences a student loan made to Plaintiff under a program funded in whole or in part by a governmental unit or nonprofit institution within the meaning of 11 U.S.C. § 523(a)(8). The program, referred to as the Federal Family Educational Loan Program (“FFELP,” formerly known as the Guaranteed Student Loan

Program) was established by the Higher Education Act of 1965, as codified at 20 U.S.C. § 1071 *et seq.*

3. ECMC is a private, nonprofit corporation and a guaranty agency under the FFELP. ECMC is a Minnesota corporation with its principal place of business located at 1 Imation Place, Building 2, Oakdale, MN 55128.

4. ECMC currently holds all right, title and interest in the Note.

5. Plaintiff is a 50-year-old married individual with no dependants.

6. Plaintiff alleges that repayment of her student loan obligation would cause an undue hardship on her. Plaintiff has produced medical records demonstrating that she has multiple disabling conditions.

7. As of January 22, 2013, the unpaid balance on the Note is \$6,638.24; interest accrues on the Note at the current fixed rate of 3.25%.

8. Plaintiff and ECMC stipulate that requiring Plaintiff to repay her Note would impose an undue hardship on the Plaintiff and the Note are therefore dischargeable under 11 U.S.C. § 523(a)(8).

9. Each party hereto agrees to bear their own costs, expenses and attorneys' fees in connection with the aforementioned lawsuit and claims.

10. The parties to this Stipulation certify that they have read and fully understand its terms.

SO STIPULATED.

Dated: 2-11-2013



Alina J. Thornburg
Pro Se Plaintiff
4517 Laclede Court
Indianapolis, IN 46221

Dated: January 23, 2013

EDUCATIONAL CREDIT
MANAGEMENT CORPORATION

By: /s/ Stacia L. Yoon
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SO APPROVED.

Dated: February 22, 2013

/s/ Robert E. Grant

Chief Judge, U.S. Bankruptcy Court

From Article at GetOutOfDebt.org