

UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF KENTUCKY
London Division

In re:)	
)	Bankr. Case No.: 10-61622-GRS
BILLY JOE DUNCAN,)	
)	Chapter 7
Debtor.)	
_____)	
BILLY JOE DUNCAN,)	Adv. Proc. No.: 12-06038
)	
Plaintiff,)	
v.)	
SALLIE MAE,)	
)	
Defendant.)	
_____)	

**AGREED ORDER FOR DISCHARGE OF EDUCATIONAL LOAN DEBT
AND DISMISSAL OF ADVERSARY PROCEEDING**

Plaintiff, Billy Joe Duncan ("Plaintiff"), having filed a complaint seeking a discharge of educational loan debt against, Sallie Mae, Inc. ("Sallie Mae"), and it appearing that the Plaintiff and Sallie Mae stipulate as follows:

A. Sallie Mae asserts that Plaintiff is indebted to Sallie Mae pursuant to the applicable terms of three (3) educational loan Promissory Notes ("Promissory Notes") executed by Plaintiff to obtain educational loans ("Educational Loans") with approximate balances, as of the date of the filing of this adversary proceeding, as follows:

- i. one (1) Educational Loan disbursed August 10, 2005, with a balance, including principal, interest and fees, totaling \$65,337.18;
- ii. one (1) Educational Loan disbursed May 16, 2006, with a balance, including principal, interest and fees, totaling \$50,825.88; and

From Article at GetOutOfDebt.org

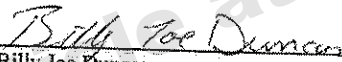
iii. one (1) Educational Loan disbursed July 30, 2007, with a balance, including principal, interest and fees, totaling \$18,995.15.
B. Sallie Mae asserts that, as of the date of the filing of this adversary proceeding, there was a balance due and owing on the Educational Loans evidenced by the Promissory Notes, including principal, interest and fees, in the aggregate amount of \$135,158.21.


It appearing that the parties agree to the terms below, as evidenced by the signatures hereon, it is hereby ORDERED, as follows:

1. Plaintiff's liability on the educational loan debt referenced herein above, is hereby included within the general discharge, entered in Plaintiff's main bankruptcy case on February 8, 2011, and is therefore, hereby discharged.
2. This adversary proceeding is dismissed, subject to the terms of this Agreed Order.

Pursuant to Local Rule 9022-1(b), Elizabeth Alphin, Esq. shall cause a copy of this Order to be served on each of the parties designated to receive this order pursuant to Local Rule 9022-1(a) and shall file with the court a certificate of service of the Order upon such parties within seven (7) days hereof.

Agreed as to form and content:


Billy Joe Duncan
6059 S Hwy 1651
Pine Knot, KY 42635
Plaintiff


Elizabeth Alphin, Esquire
Mapother & Mapother, PSC
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Louisville, KY 40202-2654
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Attorneys for Sallie Mae, Inc.

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**The affixing of this Court's electronic seal below is proof this document has been signed by the Judge and electronically entered by the Clerk in the official record of this case.**



**Signed By:**  
**Gregory R. Schaaf**  
**Bankruptcy Judge**  
**Dated: Tuesday, March 12, 2013**  
**(grs)**