

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF KANSAS
Topeka Division

In re:)	
)	Bankr. Case No.: 12-40863-JMK
CHERYL MARIE WILLIAMS,)	
)	Chapter 7
Debtor.)	
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CHERYL MARIE WILLIAMS,)	Adv. Proc. No.: 12-07045
)	
Plaintiff,)	
)	
v.)	
SALLIE MAE, INC., and)	
EDUCATIONAL CREDIT)	
MANAGEMENT CORPORATION,)	
)	
Defendants.)	
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**STIPULATION TO DISCHARGE DEBT AND DISMISS DEFENDANT
BETWEEN PLAINTIFF AND SALLIE MAE, INC.**

Plaintiff, Cheryl Marie Williams ("Plaintiff"), and Sallie Mae, Inc. ("Sallie Mae"), by and through their respective undersigned counsel, hereby stipulate as follows:

1. On June 6, 2012, 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 11, 2012.
2. On August 7, 2012, Plaintiff filed a Complaint, naming Sallie Mae, Inc. as a Defendant, seeking a discharge of debt.
3. On September 4, 2012, Sallie Mae filed its Answer to Plaintiff's Complaint.
4. Sallie Mae asserts that Plaintiff is indebted to Sallie Mae, pursuant to the applicable terms of three (3) Promissory Notes ("Promissory Notes") executed by Plaintiff to

obtain loans ("Sallie Mae Loans") with approximate balances, as of the date of the filing of this adversary proceeding, as follows:

- a. one (1) Sallie Mae Loan disbursed July 20, 2005, with a balance, including principal, interest and fees, totaling \$1,531.08;
- b. one (1) Sallie Mae Loan disbursed September 28, 2005, with a balance, including principal, interest and fees, totaling \$41,491.97; and
- c. one (1) Sallie Mae Loan disbursed September 26, 2006, with a balance, including principal, interest and fees, totaling \$43,649.02.

5. As of the date of the filing of this adversary proceeding, Sallie Mae asserts that there was a balance due and owing on the Sallie Mae Loans evidenced by the Promissory Notes, including principal, interest and fees, in the aggregate amount of \$86,672.07.

6. Sallie Mae agrees to a discharge of Plaintiff's liability on the debt due Sallie Mae, owing on the Sallie Mae Loans evidenced by the Promissory Notes referenced herein above, as included within the general discharge entered in Plaintiff's main bankruptcy case on September 11, 2012; 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, discharged.

7. 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.

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

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

By: 

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