

UNITED STATES BANKRUPTCY COURT
FOR THE CENTRAL DIVISION OF ILLINOIS
Danville Division

In re:)	
)	Bankr. Case No.: 12-90460-GDF
WILLIAM MOORE,)	
)	Chapter 7
Debtor.)	
_____)	
)	
WILLIAM MOORE,)	Adv. Proc. No.: 12-09028
)	
Plaintiff,)	
)	
v.)	
)	
UNITED STATES DEPARTMENT)	
OF EDUCATION, and)	
SALLIE MAE,)	
)	
Defendants.)	
_____)	

**STIPULATION TO DISCHARGE DEBT AND DISMISS ADVERSARY PROCEEDING
BETWEEN PLAINTIFF AND SALLIE MAE, INC.**

Plaintiff, William Moore (“Plaintiff”), and Sallie Mae, Inc. (“Sallie Mae”), hereby stipulate as follows:

1. On March 27, 2012, Plaintiff filed a voluntary petition for relief under Chapter 7 of the United States Bankruptcy Code.
2. On April 17, 2012, Plaintiff filed a Complaint, naming, *inter alia*, Sallie Mae as a Defendant, seeking a discharge of debt pursuant 11 U.S.C. § 523(a)(8).
3. On May 7, 2012, Sallie Mae filed its Answer to Plaintiff’s Complaint.
4. Plaintiff is indebted to Sallie Mae pursuant to the applicable terms of four (4) Promissory Notes (“Promissory Notes”) executed by Plaintiff to obtain loans (“Sallie Mae Loans”), as follows:

a. one (1) Sallie Mae Loan disbursed April 14, 2005, in the amount of \$32,258.06, with a balance, including principal, interest and fees, that Sallie Mae asserts totaled \$51,559.54 as of April 23, 2012;

b. one (1) Sallie Mae Loan disbursed May 5, 2005, in the amount of \$10,752.69, with a balance, including principal, interest and fees, that Sallie Mae asserts totaled \$14,478.50 as of April 23, 2012;

c. one (1) Sallie Mae Loan disbursed October 5, 2005, in the amount of \$43,956.04, with a balance, including principal, interest and fees, that Sallie Mae asserts totaled \$71,446.94 as of April 23, 2012; and

d. one (1) Sallie Mae Loan disbursed September 28, 2006, in the amount of \$41,600.00, with a balance, including principal, interest and fees, that Sallie Mae asserts totaled \$70,507.57 as of April 23, 2012.

5. As of April 23, 2012, Sallie Mae asserts that there was a balance due and owing under the Promissory Notes, including principal, interest and fees, in the aggregate amount of \$207,992.56.

6. The parties agree to a discharge of Plaintiff's liability on the debt due Sallie Mae, arising from the Promissory Notes referenced herein above, as included within the general discharge in Plaintiff's main bankruptcy case; upon the grant of a general discharge in the Plaintiff's main bankruptcy case, and approval of this Stipulation by the court, Plaintiff will owe no further obligation to Sallie Mae on the debt referenced herein.

7. Neither Sallie Mae, nor any of its related or affiliated companies, holds any other loans that Sallie Mae deems to be educational loans, and this Stipulation addresses and discharges all educational loan debt currently held by Sallie Mae.

8. 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.

From Article at GetOutOfDebt.org