

1 Christine A. Ford, Esquire WSBA#13972
2 Christine A. Ford, P.S.
3 7403 Lakewood Drive, West, Suite 11
4 Lakewood, WA 98499-7951
5 Telephone: (253) 472-9747
6 Facsimile: (253) 474-1444
7 E-mail: ecf@cfordlaw.com

8 Attorneys for Sallie Mae, Inc.

9
10 **UNITED STATES BANKRUPTCY COURT**
11 **FOR THE WESTERN DISTRICT OF WASHINGTON**
12 **Seattle Division**

13 In re:

14 KELLY HANNING,

15 Debtor.

16 Bankr. Case No.: 12-11871-MLB

17 Chapter 7

18 KELLY HANNING,

19 Plaintiff,

20 Adv. Proc. No.: 12-01883

21 v.

22 SALLIE MAE,

23 Defendant.

24 **STIPULATION TO DISCHARGE**
25 **EDUCATIONAL LOAN DEBT AND**
26 **DISMISS ADVERSARY PROCEEDING**

27 Plaintiff, Kelly Hanning (“Plaintiff”), and Sallie Mae, Inc. (“Sallie Mae”), hereby
28 stipulate as follows:

1. On February 27, 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 May
31, 2012.

STIPULATION TO DISCHARGE
EDUCATIONAL LOAN DEBT AND
DISMISS ADVERSARY PROCEEDING. - 1

CHRISTINE A. FORD, P.S.
Attorney at Law
7403 Lakewood Dr. West, Suite 11
Lakewood, WA 98499-7951
Telephone: (253) 472-9747
Facsimile: (253) 474-1444
E-mail: ecf@cfordlaw.com

1 2. On October 10, 2012, Plaintiff filed a Complaint, naming Sallie Mae as a
2 Defendant, seeking a discharge of educational loan debt pursuant 11 U.S.C. § 523(a)(8).

3 3. Plaintiff is indebted to Sallie Mae pursuant to the applicable terms of one (1)
4 SMART Consolidation Loan Promissory Note ("Promissory Note"), executed to obtain an
5 educational loan disbursed on December 4, 2003 ("Educational Loan").
6

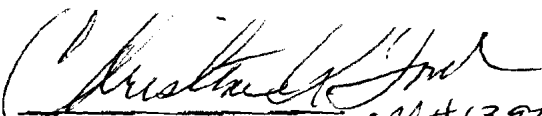
7 4. As of the date of the filing of this adversary proceeding, there was a balance due
8 and owing on the Educational Loan evidenced by the Promissory Note, including principal,
9 interest and fees, in the amount of \$30,727.55.

10 5. The parties agree to a discharge of Plaintiff's liability on the debt due Sallie Mae,
11 owing on the Educational Loan evidenced by the Promissory Note referenced herein above, as
12 included within the general discharge entered in Plaintiff's main bankruptcy case on May 31,
13 2012; upon approval of this Stipulation by the court, the Plaintiff's debt to Sallie Mae, referenced
14 herein, will be included within the general discharge entered in Plaintiff's main bankruptcy case,
15 and is therefore, discharged.
16

17 6. This Stipulation may be executed in counterparts, by facsimile and/or by
18 electronic mail, each of which shall constitute an original, but all of which together shall
19 constitute one and the same Stipulation between the parties.
20

21 7. The parties agree to a dismissal of this adversary proceeding, subject to the terms
22 of this Stipulation, upon approval of this Stipulation by the court.
23
24
25
26
27

1 WHEREFORE, the parties pray this Honorable Court for an Order approving this
 2 Stipulation and dismissing the above-captioned adversary proceeding.

11
 12 By: 
 13 Christine A. Ford, Esquire *WSBA # 13,972*
 14 Christine A. Ford, P.S.
 15 7403 Lakewood Drive, West, Suite 11
 16 Lakewood, WA 98499-7951
 17 Telephone: (253) 472-9747
 18 Facsimile: (253) 474-1444
 19 E-mail: ccf@cfordlaw.com
 20 Attorneys for Sallie Mae, Inc.

18
 19
 20
 21
 22
 23
 24
 25
 26
 27
 28

STIPULATION TO DISCHARGE
 EDUCATIONAL LOAN DEBT AND
 DISMISS ADVERSARY PROCEEDING. - 3

CHRISTINE A. FORD, P.S.
 Attorney at Law
 7403 Lakewood Dr. West, Suite 11
 Lakewood, WA 98499-7951
 Telephone: (253) 472-9747
 Facsimile: (253) 474-1444
 E-mail: ccf@cfordlaw.com