

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF MARYLAND

IN RE: MARION EDWARD HOLLY, JR. \* CHAPTER 7  
Debtor \*  
\* \* \* \* \* \* \* \* \* \* BANKRUPTCY CASE  
CASE NO.: 87-5-2637  
SSA BALTIMORE FEDERAL CREDIT UNION \*  
Plaintiff \* ADVERSARY NO.: 88-0051B  
vs. \*  
MARION EDWARD HOLLY, JR. \*  
Defendant \*  
\* \* \* \* \* \* \* \* \* \* \* \* \*

CONSENT AGREEMENT AND ORDER APPROVING SAME

It is hereby agreed by and between the Plaintiff, SSA BALTIMORE FEDERAL CREDIT UNION, by Kenneth F. Davies, its attorney, and the Defendant, MARION EDWARD HOLLY, JR., by Alan H. Silverberg, his attorney, as follows:

WHEREAS, the Plaintiff filed a Complaint to Determine Dischargeability of Debt and the Defendant filed his Answer thereto; and

WHEREAS, pursuant to negotiations between the parties, by their counsel, the parties have determined to fully and finally



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compromise and settle all matters in dispute between the parties to this adversary proceeding;

THEREFORE, it is this 17<sup>th</sup> day of October, 1988 agreed:

1. That Judgment shall be entered in favor of the Plaintiff against the Defendant in the amount of \$2,000.00 in full satisfaction of the Plaintiff's claim against the Defendant in the Complaint, provided that the Plaintiff shall take no action to enforce or execute upon said judgment so long as the Defendant pays to the Plaintiff regular bi-weekly payments in the amount of \$78.00 beginning on the date of his next regular bi-weekly payroll until the full amount of said judgment is paid in full.

2. The Plaintiff shall retain all rights against the co-maker on the Defendant's loan with the Plaintiff, Bonnie M. Holly, and this agreement shall not constitute a release or satisfaction of any claim that the Plaintiff has or may have against the co-maker, for the entire outstanding balance of the loan.

3. The Defendant shall not have any borrowing privileges with the Plaintiff until the full amount of the indebtedness (\$4,663.02 plus interest, costs, and attorneys fees) is paid in full, from whatever source. The Defendant may, at his election,

pay such additional sums to the Plaintiff as may be necessary in order to resume his borrowing privileges.



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Attorney for the Defendant

ORDER APPROVING CONSENT AGREEMENT AND ENTERING JUDGMENT

Upon consideration of the Consent Agreement submitted by the parties to this Adversary Proceeding, it is this 28th day of October, 1988 by the United States Bankruptcy Court for the District of Maryland, hereby:

ORDERED that the Consent Agreement is approved and judgment entered in favor of the Plaintiff against the Defendant in the amount of \$2,000.00.



United States Bankruptcy Judge  
for the District of Maryland

cc:  Kenneth F. Davies  
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and

Marion Edward Holly, Jr.  
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