

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MASSACHUSETTS

_____)	
IN RE:)	
)	
MARY J. QUINN,)	Case No. 14-30062
)	Chapter 7
)	
Debtor.)	
_____)	
MARY J. QUINN,)	
)	
Plaintiff,)	Adversary Proceeding
)	Case No. 14-03010
vs.)	
)	
NATIONAL COLLEGIATE TRUST, ET AL.,)	
)	
)	
Defendants.)	
_____)	

STIPULATION FOR ENTRY OF JUDGMENT

IT IS HEREBY STIPULATED by and between Plaintiff Mary J. Quinn ("Plaintiff") and National Collegiate Student Loan Trust 2005-3, Trust 2007-1, and Trust 2007-4 (hereinafter collectively referred to as "Trusts" or "Defendant Trusts"), through its counsel of record, that the following facts are true and that judgment be entered in this matter as follows:

1. Plaintiff, Mary J. Quinn executed Notes to National Collegiate Student Loan Trust 2005-3, Trust 2007-1, and Trust 2007-4 (the "Notes").
2. The Notes evidence student loans made to Plaintiff under a program funded in whole or in part by a governmental unit within the meaning of 11 U.S.C. § 523(a)(8).
3. Defendant Trusts currently holds all right, title and interest in the Notes.

5. Plaintiff alleges that repayment of her student loans obligation represented by the Notes would cause an undue hardship and that her signature on the loans was forged.

6. The unpaid balance of the Notes exceeds \$50,000.00 as of May 6, 2014, and the balance has been accruing interest since that time at the rate set forth in the Note.

7. Plaintiff and Defendant Trusts agree to a settlement of this adversary proceeding on the following terms:

- A. Plaintiff shall pay the total sum of \$25,000.00 ("Total Payment") without accrual of interest in satisfaction of the entire debt stated in Paragraph 6.
- B. Plaintiff will pay the Total Payment by making payments of at least \$150.00 per month to Defendant Trusts commencing on December 1, 2014 and continuing each month thereafter until Plaintiff has paid the Total Payment.
- C. Plaintiff and Defendant Trusts agree that Plaintiff's obligation to Defendant Trusts pursuant to the Notes shall be dischargeable except for the Total Payment set forth in Paragraph 7 of this Stipulation and any amount set forth in Paragraph 10 of this Stipulation.

8. Upon compliance with and completion of the terms of this Stipulation, Plaintiff's liability under the Notes shall be deemed satisfied, and any remaining balance due under the original terms of the Notes will be discharged through Plaintiff's bankruptcy case on the basis of undue hardship except as provided in Sections 7 and 10 of this Stipulation.

9. All payments to Defendant Trusts can be made through an automatic payment through Weltman, Weinberg & Reis Co., LPA, or can be addressed and mailed to:

National Collegiate Student Loan Trust
c/o Weltman, Weinberg & Reis Co., LPA
P.O. Box 93784
Cleveland, OH 44101

10. If single payment is not made on or before its due date, then Plaintiff shall be in default. If Plaintiff fails to cure the default within twenty (20) days of the date of the letter notifying Plaintiff of such default, then Plaintiff shall be liable to Defendant Trusts for Total Payment less any payments already made pursuant to this Stipulation. Plaintiff unconditionally agrees that said amount shall be non-dischargeable in the above-referenced bankruptcy case or any other bankruptcy case of Plaintiff filed in the future.

11. Plaintiff may at any time choose to repay Plaintiff's student loan obligation set forth in paragraph 7 of this Stipulation to Defendant Trusts in full or in part ahead of schedule without prepayment penalty. Consolidation, however, is not considered prepayment. If Plaintiff consolidates the Note, the amount certified will be the amount due under the original terms of the Note, including any charges or fees allowed by federal regulations and this Stipulation and the Judgment entered pursuant to this Stipulation shall become void.

13. If any one or more terms or provisions of this Stipulation is/are held to be unenforceable, the remaining terms and provisions shall remain in full force and effect and shall be construed as if the unenforceable provisions had never been contained in this Stipulation.

14. Any amendment, modification, or waiver of any term or condition of this Stipulation must be made in writing and signed by all parties hereto. Any attempted oral or implied amendment, modification or waiver shall be null and void.

15. Except as provided in this Stipulation, all other terms of the Note remain in effect and are hereby incorporated by reference. To the extent that the terms of the Note conflicts with the terms of this Stipulation, the terms in this Stipulation control.

16. Defendant Trusts, on the one hand, and Plaintiff on the other hand, for themselves and for their respective officers, shareholders, directors, general partners, limited partners, agents, employees, predecessors, heirs, successors, attorneys, assigns, insurers, parent corporations, subsidiary corporations and affiliated companies, do hereby mutually release and forever discharge each other, and all of their respective officers, shareholders, directors, general partners, limited partners, agents, employees, predecessors, successors, attorneys, assigns, insurers, parent corporations, subsidiary corporations and affiliated companies of and from any and all claims, of every nature and kind whatsoever, from the beginning of all time to the effective date of this Stipulation, including, without limitation, claims for

debts, liabilities, costs, attorney fees, actions suits at law or equity, demands, contracts, expenses, damages, whether general, special, punitive, exemplary, contractual or extra-contractual, liens (both general and charging), and causes of action, of any kind or nature, which any of the foregoing parties giving such release may now or hereafter have or claim to have against any of the foregoing parties for whose benefit this release is given. This release does not extend to any claims arising out of the performance or enforcement of this Stipulation, or any future conduct or loans of the parties.

17. This Stipulation and the attachments that are incorporated herein constitute the entire agreement of the parties.

18. Each person signing this Stipulation warrants that he/she is fully authorized to sign this Stipulation on his/her behalf and on behalf of his/her respective predecessors, transferors and/or assignors and that the Stipulation is therefore, binding upon and enforceable against the same.

19. This Stipulation is binding upon and shall inure to the benefit of the parties hereto, their respective heirs, executors, administrators, predecessors, successors and assigns.

20. Each party hereto agrees to bear his/her own costs, expenses and attorney's fees in connection with the above-referenced adversary proceeding and claims.

21. All notices pursuant to this Stipulation shall be sent by U.S. Mail, postage paid:

Plaintiff:

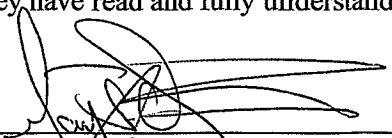
Mary J. Quinn
67 Hawley Street
Northampton, MA
01060

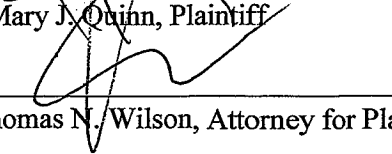
Defendant:

National Collegiate Student Loan Trust
c/o Weltman, Weinberg & Reis Co., LPA
3705 Marlane Drive
Grove City, OH 43123

22. The parties to this Stipulation certify that they have read and fully understand its terms.

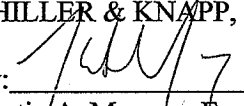
Dated:
September 26, 2014
October
Dated:
September 26, 2014
November



Mary J. Quinn, Plaintiff


Thomas N. Wilson, Attorney for Plaintiff

Dated:
September , 2014
December 1

SCHILLER & KNAPP, LLP
By: 

Martin A. Mooney, Esq.
(BBO# 632599)
National Collegiate Student Loan Trust 2005-3,
Trust 2007-1, and National Collegiate Student
Loan Trust 2007-4