

2007 018755

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF INDIANA
HAMMOND DIVISION

RECORDED 1582

FILED

IN RE:
Jason Richard McKinney

CASE NO. 07-20170-JPK
CHAPTER 13

2007 FEB 26 PM 4:04


Debtor

CHRISTOPHER H. DeTORO
CLERK OF COURT
U.S. BANKRUPTCY COURT
N. DISTRICT OF INDIANA

**AGREED ENTRY ON MOTION TO DISMISS AND OBJECTION TO MOTION TO EXTEND THE
AUTOMATIC STAY**

Comes now Countrywide Home Loans, Inc., ("Countrywide"), by counsel, and Debtor, by counsel, and agree as follows:

1. On January 30, 2007, the debtor filed his third overall Chapter 13 petition since 2005 and fourth overall bankruptcy petition since 1999.
2. Countrywide alleges that the debtor has filed the petition in the present case in bad faith. In support of its allegation, Countrywide states that the debtor has filed the petition in objective bad faith, continuing to file a series of petitions and plans, which have no chance of success. Countrywide alleges that these petitions were filed in order to retain certain real estate commonly known as 565 Ridgelawn Drive, Hobart, IN 46342 through manipulation of the automatic stay. Countrywide has a mortgage on the real estate and the payments due on the installment note held by Countrywide are in sever default.
3. The debtor asserts that these petitions are all valid attempts to reorganize and that this most recent petition will undoubtedly succeed.
4. In order to accomplish some degree of certainty and finality, the parties have entered into this agreed entry. The agreed entry's general purpose is to allow the debtor to proceed with this Chapter 13 proceeding. If the debtor is successful, he will hopefully have reorganized his debts and brought his installment payments current with Countrywide. If this case is not successful and the case is dismissed or converted to another Chapter of Title 11 of the United States Code (such as Chapter 7), then the purpose of this agreement is to allow Countrywide to foreclose on its mortgage interest afterward, without further interruption of another bankruptcy and the automatic stay.

By: 
Matthew Unterberg & Associates
This is to certify that this is a true and exact copy of the original.

WHEREFORE, IT IS AGREED THAT THE COURT ORDERS AS FOLLOWS:

- A. Countrywide's Motion to Dismiss Case with Prejudice for Bad Faith Filing and Objection to Motion to Extend the Automatic Stay are withdrawn.
- B. The debtor shall make every plan payment, under his Chapter 13 plan, going forward.
- C. In the event that the debtor's case is dismissed or in the event that the debtor receives a discharge under another Chapter of Title 11 of the United States Code, or in the event that the debtor receives a "hardship discharge" under 11 U.S.C. §1328(b), the automatic stay of any subsequent bankruptcy proceeding filed by the debtor in this case shall not apply to Countrywide Home Loans, Inc., its successors, assigns and agents and Countrywide Home Loans, Inc. shall be permitted to foreclose on its mortgage interest as to the property described as:

Lot 44, in block 1, in Ridgelawn Subdivision, in the City of Hobart, as per plat thereof, recorded in plat book 20 page 58, in the Office of the Recorder of Lake County, Indiana.

Also known as: 565 Ridgelawn Drive, Hobart, IN 46342-1881.

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- D. Upon the recording of this Court Approved Agreed Entry with the Lake County Indiana Recorder's Office, should the debtor transfer any interest in the property commonly known as 565 Ridgelawn Drive, Hobart, IN 46342 and legally described as Lot 44, in block 1, in Ridgelawn Subdivision, in the City of Hobart, as per plat thereof, recorded in plat book 20, page 58, in the Office of the Recorder of Lake County, Indiana, either in part or in whole, the subsequent transferee shall take their interest in the property subject to the restriction that in the event of any subsequently bankruptcy filed by them, the automatic stay of that proceeding shall not apply to Countrywide Home Loans, Inc. and Countrywide Home Loans, Inc. shall be permitted to foreclose on its mortgage interest as to the property.
- E. The provisions of Paragraphs "C" and "D" of this agreement shall terminate upon either:
- a) The entry of discharge under 11 U.S.C. §1328(a) upon completion of the debtor's Chapter 13 Plan; or
 - b) The competition of a foreclosure by Countrywide Home Loans, Inc., its successors, assigns and agents; or
 - c) Written release of this Agreed Entry by Countrywide Home Loans, Inc., its successors, assigns or agents.
- F. Creditor may amend its proof of claim to include any additional attorney's fees for post-petition bankruptcy representation.

Jason Richard McKinney
 Jason Richard McKinney, Debtor

Ricardo B. Casas
 Ricardo B. Casas
 Attorney for Debtor

Michael J. Kulak
 Michael J. Kulak
 Attorney for Creditor

Feb. 26, 2007

SO ORDERED THIS: *Feb. 26, 2007*

APPROVED: *J. Philip Klyzberg*
 JUDGE, UNITED STATES BANKRUPTCY COURT

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

Diana Smith
 Diana Smith

