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**IN THE STATE COURT OF HOUSTON COUNTY
STATE OF GEORGIA**

SYNCHRONY BANK

Plaintiff,

v.

MOLLIE MCKENZIE

Defendant.

Civil Case No: 2019-V-51109

FINAL CONSENT ORDER

Come now the parties, who consent the following be made an order of the Court:

1.

The Defendant agrees, consents and stipulates that the Defendant owes Plaintiff the principal sum prayed for in its Complaint in the amount of \$3,657.74 plus interest in the amount of \$0.00, less credits for payments in the amount of \$0.00 for a total balance due and owing of \$3,657.74.

2.

Plaintiff agrees to accept **\$1,848.00** as full settlement for all sums referenced in Paragraph 1, provided payments are made as directed in Paragraph 3 below.

3.

Plaintiff shall not undertake to take judgment and collect said amount by garnishment, execution or otherwise so long as the Defendant pay a total settlement amount of **\$1,848.00** on the following terms:

An initial payment of \$803.00, due on or before April 19th, 2019, then eleven consecutive monthly payments of \$95.00 per month beginning on May 19th, 2019, and like sum on the 19th day of each consecutive month thereafter until the settlement amount of \$1,848.00 is paid.

Failure to make payment as set forth in this paragraph may be considered a default of this agreement, and may subject the Defendant to the terms of Paragraph 7, below

4.

All payments shall be made payable to the above-named Plaintiff and delivered via U.S. Mail, to the office of Zwicker & Associates, P. C., P.O. Box 9043, Andover, MA 01810, and should reference 'Account ending in x8186'. If payments are mailed, the Defendant shall allow sufficient time for receipt of the payments

at the above address by the dates specified in this order; payments can be made via wire transfer by calling 1-877-273-9783.

5.

Upon completion of the payment by the Defendant, as enumerated by paragraph 3 above, and processing of the payments by the Plaintiff's counsel's corporate office, the Plaintiff will dismiss the Complaint with Prejudice.

6.

In the event that the Defendant fails to make any payment in a timely manner as set out in Paragraph 3 above, the Defendant shall have a seven (7) day grace period to cure the deficiency.

7.

If the Deficiency is not cured within seven (7) days of the due date as enumerated in Paragraph 3, the Defendant hereby consent to the entry of a judgment, including court costs in the amount of \$318.88, in favor of the Plaintiff, instant and without notice to the Defendant, and Plaintiff shall inform this Court of the default by presenting an affidavit, signed by an agent of Plaintiff or Plaintiff's attorney, stating that the Defendant has defaulted under the terms hereof and setting forth the outstanding sums due, which shall be the amount of indebtedness stated in Paragraph 1, less any payments made pursuant to Paragraph 3 and include court costs in the amount of \$318.88. Upon receipt of such affidavit, as described in this paragraph, the Court shall immediately enter judgment against the Defendant and in favor of Plaintiff for the total remaining sums owed as evidenced by the affidavit along with court costs. Further, the Clerk of Court shall be directed to issue a Writ of Fieri Facias in the outstanding sum.

8.

The parties hereto agree, consent and stipulate that any acceptance of a late payment under this Consent Order shall not constitute a waiver of the Plaintiff's right to obtain its final order and judgment referenced in Paragraphs 7 herein, and the Plaintiff expressly reserves any rights to which it is entitled.

9.

The Defendant consents and submits to the jurisdiction and venue of this Court, and further waives service of process, and dismisses any Counterclaims with prejudice.

As evidenced by the signature of the Defendant, Counsel for the Defendant and Counsel for Plaintiff below, each party represents that they have read this Consent Order, understand its contents, agree to be bound by its terms and understand its conclusive effect on this litigation.

Dated this _____ day of _____, 20____.

BY:

 ZWICKER & ASSOCIATES, P.C.
 A Law Firm Engaged in Debt Collection
 Attorneys for Plaintiff
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Mollie McKenzie Date: 4/08/2019
 MOLLIE MCKENZIE
 Defendant
 214 CORNELL DR
 WARNER ROBINS, GA 31093

SO ORDERED, THIS _____ day of _____, 20____.

 JUDGE
 HOUSTON COUNTY STATE COURT