

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF FLORIDA  
PENSACOLA DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

v.

3:09cv00305-MCR/MD

JOSEPH SCHEYD,

Defendant.

\_\_\_\_\_ /

CONSENT JUDGMENT

The parties, in person and by counsel, agree and stipulate as follows:

1. That the defendant, JOSEPH SCHEYD, is subject to the jurisdiction of this Court. Defendant accepts service of process under Rule 4 of the Federal Rules of Civil Procedure and acknowledges actual receipt of the Complaint.


2. That this amount is a debt to the United States as defined by 20 U.S. C. 1071 et seq. for student loans guaranteed by the Department of Education.

3. That judgment should be entered against the defendant in the principal sum of \$74,463.18, plus interest in the amount of \$32,074.97 accrued through April 13, 2009, plus accruing interest at the annual rate of 8.25% as set forth in the Certificate of Indebtedness prepared by the Department of Education which is attached hereto and incorporated herein, plus costs of court in the sum of \$350.00.

WHEREFORE, Judgment is entered against the defendant in the sum of \$106,888.15 (principal \$74,463.18; plus interest \$32,074.97; costs of the court

\$350.00). Post-judgment interest shall accrue at the legal rate pursuant to 28 U.S.C. § 1961(a) and shall be computed daily and compounded annually until paid in full.

THOMAS F. KIRWIN  
United States Attorney

 8/21/09  
JOSEPH SCHEYD DATE  
Defendant

 8/25/09  
Paul Alan Sprows DATE  
Assistant United States Attorney

APPROVED AND SO ORDERED:

8-30-09  
Date

  
M. CASEY RODGERS  
United States District Judge

U. S. DEPARTMENT OF EDUCATION  
SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS #1 OF 1

Joseph Scheyd  
[REDACTED]

Miramar Beach, FL 32550  
Account No. XXXXX0515

I certify that U.S. Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from 4/13/2009.

On or about 7/20/2001, the borrower executed a promissory note to secure a Direct Consolidation loan from the U.S. Department of Education. This loan was disbursed for \$63,253.06 on 8/14/2001, at 8.25 percent interest per annum. The loan was made by the Department under the William D. Ford Federal Direct Loan Program under Title IV, Part D of the Higher Education Act of 1965, as amended, 20 U.S.C. 1087a et seq. (34 C.F.R. Part 685). The Department demanded payment according to the terms of the note, and the borrower defaulted on the obligation on 9/23/2004. Pursuant to 34 C.F.R. § 685.202(b), a total of \$11,210.12 in unpaid interest was capitalized and added to the principal balance.

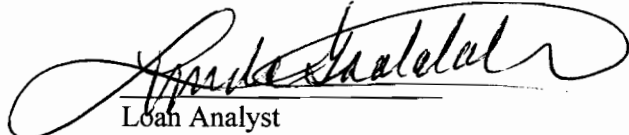
The Department has credited a total of \$400.00 in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the borrower now owes the United States the following:

Principal:	\$74,463.18
Interest:	\$32,074.97
Total debt as of 4/13/2009:	\$106,538.15

Interest accrues on the principal shown here at the rate of \$16.82 per day.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 6/22/09

  
Loan Analyst  
Litigation Support

6/22/09 10:10 AM  
6/22/09 10:10 AM