PHYLLIS L. SANTANA P.O. Box 597

MIDDLETOWN, MARYLAND 21769 301-371-6022 301-898-9273

August 12, 1997

Lawrence E. Finegan, Esq. 9 N. Bentz Street Frederick, Maryland 21701

RE: Child Support/Bankruptcy Issues/Divorce Proceedings/Misc.

Dear Larry,

Thank you for your recent letter which included the medical information release forms. I have signed them and they are in the mail. You should receive them by Friday.

You will recall that the court ordered alimony/child support payments from Mr. Santana for the amount of \$1604.00 per month, due upon the first of each month commencing June 1, 1997.

- * Mr. Santana paid me \$1604.00 for the month of June 1997 on June 28(?). I had to ask him for the check six times.
- * Mr. Santana paid me only \$604.00 for the month of July 1997, which is a full \$1,000 short. I did not receive the payment until July 24, 1997. I had to ask for the check four times. It may be of some interest to you to note that Mr. Santana took the children to Fenwick Island, Ocean City for nine days, eight nights from July 4 July 13 and stayed at a plush condominium on the beach. (He had enough money to go on a great vacation but not enough to pay his support.)
- * Mr. Santana paid me only \$800.00 for the month of August 1997, a full \$804.00 short. I did not receive the payment until August 12, 1997. I had to ask for the check four times. Once again, it may be of some interest to you to note that Mr. Santana intends on taking the children back to the beach from Friday, August 15 Friday, August 22! He is \$1804.00 short on his payments from June 1997 to date.

Larry, I am tempted to not allow the children to go on vacation with their father. I need the money to support the children more than they need to go on vacation! There's a double-bladed sword in that approach, however, as then I too would be in contempt of a court order and I have to work next week. While the children could stay with my mother, I feel that this may not be the best approach in the eyes of the court. However, Mr. Santana feels that he can get away with not paying me and that there are no consequences if he doesn't.

It is vital that Mr. Santana pays his support payments timely and in full. I have the opportunity to rent out the house in a rent/option lease. The rent being charged is \$1300, short by \$900 which I need to make up. The couple is prepared to purchase the house by December 1, 1997, qualify for the purchase and are eager to move in. However, the couple is hesitant now because they believe that "Mr. Santana can have them removed from the premises by the sheriff's department."

Can you either meet with me and the couple or write a letter so that their concerns may be put at rest? I doubt that Mr. Santana could have a court order for an eviction before December 1, 1997, do you?

I have called my bankruptcy plan "Operation: Clean Slate." My plan for the Chapter 13 is to pay my debts off 100% through the sale of the home. Larry Heffner believes that the Trustee will approve my plan since I will also be satisfying joint marital debt. We will be presenting the bankruptcy court with my problems of (1) Mr. Santana's unwillingness to sign for the sale of the property and (2) his intention to allow the property's auction in foreclosure proceedings. I have the right to protect the equity in my property, Larry, and Mr. Santana is trying everything that he possibly can to see that I am unable to do so.

What is your feeling on these issues, can you help in any way, and would it be possible that you write a letter to the Trustee to support my claims regarding Mr. Santana?

Can you meet with me and the couple who wish to purchase the place? They wanted to move in September 1, I need the money now, and they are stalling based on their fears. I am losing money, have many other interested parties who wish to lease the place, but I feel that it is in my best interest to work with the couple to close the deal on the purchase aspect.

The children and I have moved in with Glen effective August 7. It has not been easy. It has not been particularly pleasant. I am definitely used to having my own space and so is Glen, who has become a Type A personality overnight. . . I am certain that the adjustment period, however, is just about over and that we will fall into a routine once school begins. Nevertheless, Glen has worked very hard on making the place child-proof and organized. The girls have their own room, my son his own room, and I have my own room. The children and I share a bathroom. Glen has his own room and bath. The children have a playroom/family room. All other areas of the house are for common use. I am pleased with the arrangements, sorry that Glen has forfeited so much of his own living space for the children and myself, and grateful as hell for somebody like him as the children and I would otherwise be homeless.

I have transferred the children from Middletown Elementary School to Lewistown Elementary. This brings up pickup/drop off arrangement questions:

* The divorce trial was scheduled for four days in the beginning of September. The P.L. guidelines were understood to have been good through that time; however, since Mr. Santana has a counsel problem, it is likely that the "trial" will be postponed.

* I am not willing to drop off the children to Mr. Santana's home, or pick them up from same, once school has begun. Last school season, Mr. Santana picked up the children from school on his visitation days, they spent the night with their father, and he dropped them to school the following day. (The children went to school from my house, boarding the school bus, Tuesday morning. Their father picked them up Tuesday after school. The children spent Tuesday night with their father, who dropped them to school and picked them up Wednesday. They spent Wednesday night with their father, who dropped them to school Thursday morning. The children rode the school bus home to my house Thursday afternoon. On alternate Fridays, Mr. Santana would pick up the children from school Friday afternoon for his weekend visit and drop them to school on the following Monday morning. You get the picture. I had arranged this so that I would not have any contact with Butthead.)

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- * Mr. Santana will have to arrange to pick up/drop off the children to and from school just as he did last year. This will ensure that (1) I will not be forced to have unnecessary contact with the ?!*%\$ and (2) I will not be made late to work due to his habit of being consistently late for the exchange time.
- * I would push for every other weekend visitation with their father and skip the midweek nonsense altogether. I feel that this would be in the best interest of the children. They were exhausted last year and Mr. Santana did not keep to regular bed times or homework routines. Their school work and performance suffered as a result.
- * I will be enrolling the children in a before and after-school program with the YMCA. This will cost me \$160/week, \$640/month. Some months, I do not even receive that much in support payments from Mr. Santana. I just do not know what I am supposed to do. As it stands, I'll probably have to pull two jobs just to make ends barely meet.
- * School is out of the question for me at this point. I have not even put together a plan to fulfill my dreams. Nobody is going to make Mr. Santana pay me anything. Until I get out of the bankruptcy, I just need to work my ass off. Nothing less will get me through this mess.

Larry, despite all, life is good. I am strong (most days) and will reach inside myself to get through this and prosper. (God help me.)

I still have not decided the traffic thing yet. I realize that this is right around the corner. I need to go see the optometrist soon and will have an answer for you by next week on my decision.

I guess that's it for now.

Please call me at 898-9273 to discuss the issues regarding the lease option plan. I meet with the couple Friday at 6:00 p.m. and need the right answers or my deal may fall through. By then, it will be too late for me to attempt anything to keep the court from lifting the stay since I cannot make the mortgage payments of \$1915/month.

Larry, just knowing that you are in my life gives me great comfort. Thank you for continually renewing my faith that I am not alone in my struggles. I have been blessed in working with you and I am ever grateful.

I look forward to hearing from you. Many thanks.

Warmest regards,

Marlie