

United States Bankruptcy Court

JAN 30 1989

For the NORTHERN District of IOWA

BARBARA A. EVERLY, CLERK

IN RE:

MARLIN GEORGE WEYANT, et al
Debtors.

JOHN CAREY, Individually, and
John Carey, dba John Carey, Inc.

v.

MARLIN GEORGE WEYANT,
Defendant

Case No. L 87-02076W

Adversary Proceeding No. L87-0404W

JUDGMENT

This proceeding having come on for trial or hearing before the court, the Honorable _____, United States Bankruptcy Judge, presiding, and the issues having been duly tried or heard and a decision having been rendered,

[OR]

The issues of this proceeding having been duly considered by the Honorable Michael J. Melloy, United States Bankruptcy Judge, and a decision having been reached without trial or hearing,

IT IS ORDERED AND ADJUDGED: that defendant Marlin George Weyant shall pay plaintiff the sum of \$40,000.00 with interest thereon at 10% on all unpaid amounts which shall stand as a non-dischargeable debt. (See Order Approving Contract for particulars).

Copy mailed to
R.L. VanVeldhuizen, Atty for Pltf;
Mark Buchheit, Atty for Defendant;
1/30/89 mg, U.S. trustee

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[Seal of the U.S. Bankruptcy Court]

BARBARA A. EVERLY

Clerk of Bankruptcy Court

Date of issuance: JAN 30 1989

By: Michael A. Golay

IN THE U.S. DISTRICT COURT
NORTHERN DISTRICT OF IOWA
BANKRUPTCY DIVISION

JAN 27 1989

BARBARA A. EVERLY, CLERK

IN RE:)
)
MARLIN GEORGE WEYANT,)
d/b/a MARLIN WEYANT CO.,)
and VICTORIA JEAN WEYANT,)
)
Debtors,)
)

CASE NO. L-87-02076W

JOHN CAREY, Individually, and)
JOHN CAREY, d/b/a JOHN CAREY CO.,)
)
Plaintiffs,)

ADVERSARY NO. 87-0404W

ORDER APPROVING CONTRACT

-VS-

MARLIN GEORGE WEYANT,)
)
Defendant.)

The Agreement entered into between John Carey, Individually and John Carey d/b/a John Carey Co., Plaintiff and Marlin George Weyant, Defendant being presented to the Court being fully advised in the premises finds that said Agreement should be approved.

NOW THEREFORE IT IS THE ORDER OF THE COURT that said Contract is approved in its entirety.

IT IS FURTHER ORDERED that Defendant, Marlin George Weyant shall pay said Plaintiff John Carey, Individually and John Carey d/b/a John Carey Co., the sum of \$40,000.00 with interest thereon at 10% on all unpaid amounts and in return, said Defendant, Marlin George Weyant shall retain all of the assets set out in the contract between the parties dated November 30, 1982, which he now possesses.

IT IS FURTHER ORDERED that the schedule of payments attached to the agreement is herewith incorporated in and made a part of this Order but said Defendant, Marlin George Weyant shall have the right to accelerate any and all payments.

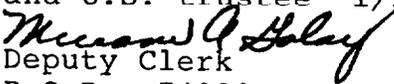
IT IS FURTHER ORDERED that all indebtedness between the Plaintiff, John Carey, Individually and John Carey d/b/a John Carey Co., and Defendant, Marlin George Weyant in this proceeding is hereby discharged, except for the principal sum of \$40,000.00 plus interest thereon at 10% on all unpaid amounts which shall stand as a non-dischargeable debt in the above entitled

Bankruptcy Proceeding.

ORDERED this 26 day of January, 1989.


MICHAEL J. MELLOY
Bankruptcy Judge

Copy to
Atty for Plaintiffs, R. L. Van Veldhuizen,
Attorney for Defendant, Mark Buchheit
and U.S. trustee 1/27/89


Deputy Clerk
P O Box 74890
Cedar Rapids, IA 52407