

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF IOWA

In re:

LYLE R. FLETCHALL
DORIS L FLETCHALL Debtor

ROGER D. HANSON Plaintiff

v.

LYLE R. FLETCHALL
DORIS L. FLETCHALL Defendant

CHAPTER 7
Case No.

L-90-01910-W

FILED
U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF IOWA

APR 22 1992

BARBARA A. EVERLY, CLERK

Adversary Proceeding No.
L-91-0020-W

JUDGMENT

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: Plaintiff shall have a non-dischargeable judgment against defendants, jointly and severally, in the sum of \$5,000.00 pursuant to the stipulated settlement agreement and order.



[Seal of the U.S. Bankruptcy Court]
Date of Issuance: April 22, 1992

BARBARA A. EVERLY
Clerk of Bankruptcy Court

By: *Michael J. Melloy*
Deputy Clerk

Recorded Vol III
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IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF IOWA
CEDAR RAPIDS DIVISION

FILED
U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF IOWA

APR 22 1992

BARBARA A. EVERLY, CLERK

In Re:)
)
LYLE R. FLETCHALL and DORIS L.)
FLETCHALL,) Case No. L-90-09910-W
)
Debtors,)
)
_____)
)
ROGER D. HANSON,)
)
Plaintiff,) ORDER
)
vs.)
)
LYLE R. FLETCHALL and DORIS L.)
FLETCHALL,)
)
Defendants.)

On this 22nd day of April, 1992, the settlement agreement of the parties came before the Court. After reviewing the agreement, and the pleadings and the record herein, it is hereby ORDERED as follows:

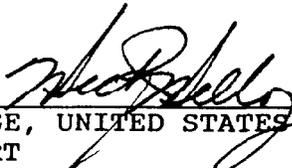
1. The settlement agreement of the parties is hereby approved and adopted by the Court as part of this order by reference herein.

2. The claim of Plaintiff is not subject to discharge on the grounds that the transaction underlying the claim was induced by fraud within the meaning of 11 U.S.C. Section 523(a)(2)(A) and (B).

3. The amount of Plaintiff's claim that is not subject to discharge is Five Thousand Dollar (\$5,000.00).

4. Execution on said amount shall be suspended so long as Defendants pay Plaintiff the sum of Forty Dollars (\$40.00) per month payable the first day of each month commencing March 1, 1992 at Plaintiff's place of residence until the entire Five Thousand Dollar (\$5,000.00) balance is paid. In the event that Defendants are more than fourteen (14) days in default on payment of any monthly installment when due, the entire unpaid balance shall immediately become due and payable and Plaintiff may pursue any remedies available to him under state or federal law to collect the balance due. Defendants shall pay Plaintiff his reasonable costs and expenses, including attorney fees, incurred in collecting the balance. In the event of default, any unpaid balance shall draw interest at the rate of ten percent (10%) per annum.

5. This order applies to both Defendants, and Lyle R. Fletchall and Doris L. Fletchall shall remain jointly and severally liable for the non-dischargeable portion of Plaintiff's claim pursuant to this order and the stipulation for the parties.



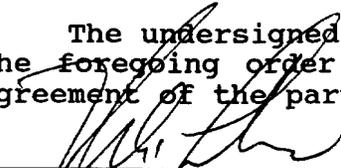
JUDGE, UNITED STATES BANKRUPTCY
COURT

Attorneys of Record:

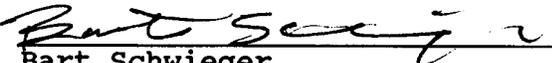
Mark E. Liabo
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319) 390-3900
ATTORNEY FOR PLAINTIFF

Barton L. Schwieger
327 E 4th St., Suite 200
P.O. Box 535
Waterloo, IA 50704

The undersigned counsel for the parties approve the entry of the foregoing order pursuant to the stipulation and settlement agreement of the parties.



Mark E. Liabo
Counsel for Plaintiff



Bart Schwieger
Counsel for Defendant

Copy (w Judgment)
to Mark Liabo,
Bart Schwieger
U.S. Trustee
this April 22, 1992
mg