

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF IOWA

In re:  
  
DANIEL TURNER VANDAVER  
dba Cedar Rapids Installation.  
Debtor

CHAPTER 7  
Case No.

FILED  
U.S. BANKRUPTCY COURT  
NORTHERN DISTRICT OF IOWA

JAN - 9 1992

BARBARA A. EVERLY, CLERK

L-91-00419-C

CITY NATIONAL BANK OF  
CEDAR RAPIDS,  
Plaintiff

v.

DANIEL TURNER VANDAVER  
Defendant

Adversary Proceeding No.  
L-91-0093-C

**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: Judgment is entered for City National Bank of Cedar Rapids and against Daniel Turner Vandaver in the sum of \$2,000 with interest and payment terms pursuant to the stipulation. Said judgment shall not be discharged.



[Seal of the U.S. Bankruptcy Court]

Date of Issuance: January 9, 1992

mg

Copy to Hugo Burdt, Atty for Plaintiff;  
Daniel Turner Vandaver, Debtor/defendant;  
U.S. Trustee  
this 1/9/92 mg

BARBARA A. EVERLY  
Clerk of Bankruptcy Court

By: *Michael D. Goley*  
Deputy Clerk

Recorded Vol III  
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DEC 23 1991

UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF IOWA

IN RE:	)	Chapter 7 Bankruptcy	BARBARA A. EVERLY, CLERK
	)	No. L91-00419C	
DANIEL TURNER VANDAVER,	)		
dba Cedar Rapids Installation,	)		
	)		
Debtor.	)		
<hr/>			
CITY NATIONAL BANK OF CEDAR	)	Adversary No. L91-0093C	
RAPIDS,	)		
	)		
Plaintiff,	)		
	)	<b>ORDER REGARDING SETTLEMENT</b>	
v.	)		
	)		
DANIEL TURNER VANDAVER,	)		
	)		
Defendant.	)		

Pursuant to agreement of the parties in this matter, the Court has been informed this matter is settled. The Court orders Daniel Turner Vandaver is to pay \$2,000 to City National Bank pursuant to the Promissory Note dated November 19, 1991.

Said judgment shall not be discharged in this matter.

ORDERED this 23rd day of December, 1991.

  
 \_\_\_\_\_  
 Michael J. Melloy  
 Chief Judge, United States  
 Bankruptcy Court, Northern  
 District of Iowa

Order Prepared By:  
Hugo C. Burdt  
crg/hcb.vandaver

Copy for U.S. Trustee  
Atty. for Plaintiff  
~~Atty. for Defendant~~ My

PROMISSORY NOTE

\$2,000.00

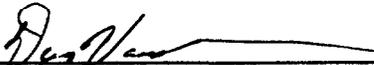
November 19, 1991

FOR VALUE RECEIVED, the undersigned, as principal, jointly and severally, promise(s) to pay to the order of City National Bank at 1100 Old Marion Road NE, Cedar Rapids, Linn County, Iowa 52402, the sum of Two Thousand DOLLARS with interest thereon from December 1, 1991, payable monthly at the rate of twelve per cent (12%) per annum until payment hereof, as follows:

Commencing December 10, 1991, and on the same day of each month thereafter for a total of thirty-six (36) equal installments, a minimum of \$66.42 per month shall be paid. A final payment of all principal that is due and owing on the above sum shall be paid on or before December 10, 1994.

This Promissory Note constitutes a compromised settlement of a disputed claim and has been arrived at after thorough bargaining and negotiation and represents a final, mutually agreeable compromise. City National Bank does hereby forever release, acquit and discharge Daniel Vandaver from any and all other obligation or liability of any nature as a result of the debt on the 1982 Toyota 4x4 short-bed pick-up truck. The payment of the above sum does not constitute an admission of liability on the part of the party released.

Address: 106 Water Street  
Centerpoint IA

  
\_\_\_\_\_  
DANNY VANDAVER  
S.S.# 478860805

CITY NATIONAL BANK

By:   
\_\_\_\_\_  
Title: VP