

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF IOWA

IN RE: )  
THEODORE J. BORCHERDING )  
PAMELA A. BORCHERDING )  
Debtors, )  
NEBRASKA SWINE LEASING, INC., )  
Plaintiff, )  
vs. )  
THEODORE J. BORCHERDING, )  
Defendant. )

Chapter 7  
Bankruptcy No.  
92-21572LD

FILED  
U.S. BANKRUPTCY COURT  
NORTHERN DISTRICT OF IOWA

MAY 12 1993

BARBARA A. EVERLY, CLERK

ADVERSARY NO.

92-2240LD

ORDER OF JUDGMENT

This matter comes before the court upon the Stipulation for Judgment executed by the Plaintiff and Defendant. Based upon said Stipulation,

The Court finds that a Judgment should be entered in favor of the Plaintiff and against the Defendant in the amount of \$15,000.00 and that said judgment should be a nondischargeable debt under 11 U.S.C. §523.

IT IS THEREFORE ORDERED by the Court that judgment is entered in favor of the plaintiff and against the Defendant in the amount of \$15,000.00 plus interest at the rate of eight percent (8%) per annum from the date of this judgment. This judgment is a nondischargeable debt under 11 U.S.C. §523.

Plaintiff may not enforce or collect on this judgment except as provided in the Stipulation for Judgment filed in this case.

DATED this 12 day of May, 1993.

BY THE COURT:

Copy to:  
Stephen Krumpé,  
Jim O'Brien,  
Douglas Henry,  
U.S. Trustee  
this May 12, 1993 mg

  
United States Bankruptcy Judge

RECORDED: Vol. III  
Page 171

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APR 7 1993

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IN RE:	)	Chapter 7
	)	Bankruptcy No.
THEODORE J. BORCHERDING	)	92-21572LD
PAMELA A. BORCHERDING	)	
	)	
Debtors,	)	
	)	
NEBRASKA SWINE LEASING, INC.,	)	ADVERSARY NO.
	)	
Plaintiff,	)	92-2240LD
vs.	)	
	)	<b>STIPULATION FOR JUDGMENT</b>
THEODORE J. BORCHERDING,	)	
	)	
Defendant.	)	

The Plaintiff and Defendant hereby stipulate and agree to a settlement of the above referenced adversary proceeding under the following terms and conditions:

1. A judgment shall be entered in favor of the Plaintiff and against the Defendant in the amount of \$15,000.00 and the court shall enter an order that such judgment debt is nondischargeable under 11 U.S.C. §523. The judgment may be entered by the court upon filing of this Stipulation with the court without further notice or hearing to the Plaintiff or Defendant.

2. The \$15,000.00 judgment shall bear interest at the rate of 8% per annum.

3. The Plaintiff agrees to accept \$100.00 per month payment on the judgment by the Defendants for a period of thirty-six months from the date the judgment is entered. The first payment shall be due five days after the date of the judgment and on the same day of each month thereafter for thirty-five additional months. On the same day of the thirty-seventh month, the entire unpaid principal and interest of the judgment shall be due and payable by the

Defendant to the Plaintiff.

4. So long as the Defendant makes payments in accordance with the terms of this stipulation, the Plaintiff agrees to withhold execution, levy or any other attempts for collection of such judgment.

5. In the event that Defendant fails to make the payments due under this stipulation on the judgment entered by the court, within thirty days of the due date of such payment, then the Plaintiff shall be entitled to levy, execute or otherwise collect on said judgment in the full amount due and owing under the judgment.

6. The judgment entered by the court shall survive bankruptcy and shall be enforceable notwithstanding an entry of discharge of the Defendant by the Bankruptcy Court.

DATED the 3<sup>rd</sup> day of April, 1993.

NEBRASKA SWINE LEASING, INC.,  
Plaintiff,

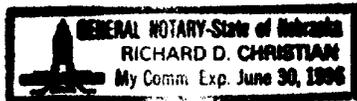
By: Jim O'Hare  
Jim O'Hare President

By: Theodore J. Borcharding  
Theodore J. Borcharding

STATE OF NEBRASKA )  
COUNTY OF Howard ) SS.

On this 3 day of April, 1993, before me, the undersigned Notary Public, duly commissioned and qualified in and for said County, personally appeared Jim O'Hare, President of Nebraska Swine Leasing, Inc., personally known to me to be the identical person who signed the above and foregoing Stipulation for Judgment, and acknowledged the execution of same to be his voluntary act and deed, and the voluntary act and deed of said corporation.

WITNESS my hand and notarial seal the day and year last above written.



Richard D. Christian  
Notary Public

WISCONSIN )  
STATE OF IOWA )  
COUNTY OF GRANT ) SS.

On this 29th day of March, 1993, before me, the undersigned Notary Public, duly commissioned and qualified in and for said County, personally appeared Theodore J. Borcharding, personally known to me to be the identical person who signed the above and foregoing Stipulation for Judgment, and acknowledged the execution of same to be his voluntary act and deed.

WITNESS my hand and notarial seal the day and year last above written.

Kathleen Hudson  
Notary Public

copy in Judgment Book also. 5-12-93 mg