

the following loans on the following dates and for the following amounts:

A February 4, 1992, promissory note #93440 for \$8,500.00; a February 10, 1992, promissory note #93462 for \$2,500.00; a February 20, 1992, promissory note #93499 for \$6,750.00; a March 4, 1992, promissory note #93561 for \$3,600.00; a March 23, 1992, promissory note #93650 for \$2,600.00.

2. That in connection with each aforesaid note, the Debtors pledged as collateral the items to be purchased with said notes as well as all of Debtors' assets, accounts, inventory, equipment and instruments including farm products, accounts and general intangibles. Said security agreements were perfected by the Farmers State Bank.

3. That on December 24, 1990, each Debtor herein executed a personal guaranty in favor of the Farmers State Bank pledging to personally guarantee any and all obligations that Neal Aikey, Debtor herein, had to the Farmers State Bank.

4. That the Debtor Neal Aikey verbally represented to the Bank on February 4, 1992, on February 20, 1992, and on March 4, 1992, that he had just purchased a specified number of hogs or pigs for which he sought a loan from the Bank to pay for said pigs. In addition, that the Debtor Neal Aikey verbally represented to the Farmers State Bank on February 10, 1992, and on March 23, 1992, that he had just purchased feed for his hogs for which he sought a loan from the bank to pay for said hog feed. That said representations were false in that he did not buy any hogs with the loan proceeds and that he did not buy the hog feed with said loan proceeds. That the Bank took a purchase money security interest in the alleged hogs and feed purchased. Said loans would not have been made but for the representations made by Neal Aikey.

5. That the total amount of principal and accrued interest to June 15, 1992, on the said promissory notes is in the sum of \$24,768.28.

CONCLUSIONS OF LAW

1. Debtors/Defendants, acting with the intent to deceive, obtained money from Plaintiff by use of a materially false financial statement dated February 3, 1992, upon which Plaintiff reasonably relied; therefore, the sum of \$24,768.28 is excepted from discharge under Section 523(a)(2)(B).

2. Said sum is further excepted from discharge under Section 523(a)(2)(A) for the reason of the verbal representations to the Bank on February 4, February 10, February 20, March 4, and

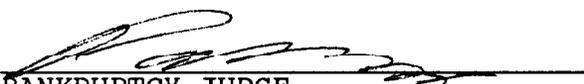
March 23, 1992, that Debtor/Defendant Neal Aikey had just purchased hogs and/or hog feed for which he sought a loan from the Bank to pay for said pigs and/or feed. Said representations were false.

ORDERS

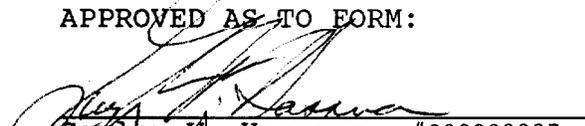
IT IS THEREFORE ORDERED that Plaintiff's Complaint to Determine the Dischargeability of a Debt is granted as to the debts owing to Plaintiff Farmers State Bank by Debtors/Defendants, Neal Allan Aikey and Melinda Leigh Aikey, in the sum of \$24,768.28, and that said indebtedness is excepted from the effect of the discharge granted to the Debtors/Defendants herein.

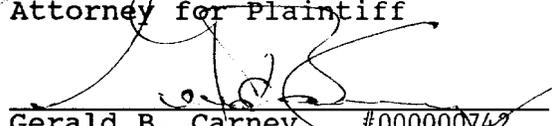
IT IS FURTHER ORDERED that by separate document, judgment should be entered in favor of the Plaintiff and against the Debtors/Defendants in the sum of \$24,768.28, plus interest at the rate of 10% per annum from date of entry of judgment.

IT IS FURTHER ORDERED that Plaintiff's Complaint to Determine the Dischargeability of a Debt is denied and dismissed as to the remaining indebtedness owing to Plaintiff by Debtors/Defendants and that said indebtedness is included in the effect of the discharge granted in this case.


BANKRUPTCY JUDGE

APPROVED AS TO FORM:


Gaylen M. Hassman #000002227
Attorney for Plaintiff


Gerald B. Carney #000000742
Attorney for Defendants/Debtors

APPROVED AS TO CONTENT:


Neal Allan Aikey, Debtor


Melinda Leigh Aikey, Debtor

Notice sent to: *@Judgment*

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8/31/93
mg