

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF IOWA

U.S. BANKRUPTCY COURT X
NORTHERN DISTRICT OF IOWA

MAR 22 1995

BARBARA A. EVERLY, CLERK

In re:

DONALD EDWARD KACER,

Debtor.

Chapter 7

Bankruptcy No. 94-41386XM

LUELLA ETCHEN,

Plaintiff,

Adversary No. 94-4169XM

vs.

DONALD EDWARD KACER,

Defendant.

JUDGMENT

The issues of this proceeding having been duly considered by the Honorable William L. Edmonds, United States Bankruptcy Judge, and a decision having been reached without trial or hearing, pursuant to agreement,

IT IS ORDERED AND ADJUDGED: that Luella Etchen shall recover from Donald Edward Kacer the sum of \$28,000.00 plus interest at the rate of 12 per cent per annum commencing March 1, 1995.

IT IS FURTHER ORDERED AND ADJUDGED: that this judgment shall be payable in accordance with all of the terms and conditions of the parties' motion to compromise filed February 23, 1995 (docket no. 8). As long as defendant is current in all payments required pursuant to said agreement, plaintiff shall take no collection action whatsoever against defendant with respect to this judgment.

IT IS FURTHER ORDERED AND ADJUDGED: that this judgment is nondischargeable pursuant to 11 U.S.C. § 523(a) to the extent of the principal sum of the judgment of \$28,000.00.

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BARBARA A. EVERLY
Clerk of Bankruptcy Court

By: *Larrie Slagle*
Deputy Clerk



[Seal of the U.S. Bankruptcy Court]
Date of Issuance: March 22, 1995

MAR 22 1995

BARBARA A. EVERLY, CLERK

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF IOWA

IN RE:

DONALD EDWARD KACER,

Debtor.

CHAPTER 7

CASE NO. 94-41386-XM

LUELLA ETCHEN,

Plaintiff,

ADV. NO. 94-4169XM

vs.

DONALD EDWARD KACER,

Defendant.

ORDER APPROVING
SETTLEMENT AND
COMPROMISE

NOW, this matter comes on before the Court on the Joint Motion to Settle and Compromise filed herein on February 23, 1995. The Court FINDS that this adversary proceeding seeks a determination that certain debt owing to Plaintiff by the Debtor/Defendant is not dischargeable under the provisions of Bankruptcy Code §523(a), and therefore no Notice of said Motion need be provided to all creditors and parties in interest.

The Court further FINDS that said Motion should be granted.

IT IS THEREFORE ORDERED that the Joint Motion to Settle and Compromise filed herein on February 23, 1995, is granted.

IT IS FURTHER ORDERED that the settlement and compromise as described in said Motion is approved in all respects, and the Plaintiff and Defendant are authorized to do and perform each act necessary to complete said settlement and compromise.

IT IS FURTHER ORDERED that judgment is hereby entered in favor of Plaintiff and against Defendant for the principal sum of \$28,000.00, plus interest at the rate of 12% per annum commencing March 1, 1995.

IT IS FURTHER ORDERED that said judgment shall be payable in accordance with all of the terms and conditions of said Motion, and that so long as Defendant is current in all payments required pursuant to said Motion that Plaintiff shall take no collection action whatsoever against Defendant with respect to this matter and the judgment entered pursuant to this Order.

IT IS FURTHER ORDERED that the debt owing to Plaintiff by Defendant and described in the Complaint filed herein is not dischargeable under the provisions of Bankruptcy Code §523(a) to the extent of the principal sum of \$28,000.00.

Judgment shall enter accordingly.
Dated March 22, 1995.

WLE
William L. Edmonds, Bankruptcy Judge

Approved as to form and substance:

Larry S. Eide
Larry S. Eide (PIN 000001380)
Attorney for Defendant

Matthew F. Berry
Matthew F. Berry (PIN 000000401)
Attorney for Plaintiff

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF IOWA

FILED
U.S. BANKRUPTCY COURT S.C.
NORTHERN DISTRICT OF IOWA
NOV 15 1999
GEORGE D. RENTICE, II
CLERK

IN RE:

DONALD EDWARD KACER,

Debtor.

CHAPTER 7
CASE NO. 94-41386-XM

LUELLA ETCHEN,

Plaintiff,

vs.

DONALD EDWARD KACER,

Defendant.

ADV. NO. 94-4169XM

SATISFACTION AND RELEASE

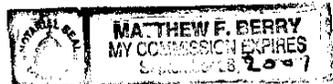
COMES NOW Luella Etchen, the Plaintiff in the above and foregoing adversary proceeding, and states that the judgment in her favor entered herein on or about March 22, 1995 has been satisfied and the same is hereby declared to be discharged in full.

Dated this 9th day of November, 1999.

Luella Etchen
Luella Etchen

Subscribed and sworn to before me by Luella Etchen this 9th day of November, 1999.

[Signature]
Notary Public in and for the State of Iowa



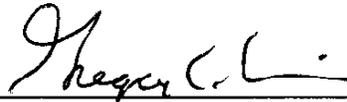
Recorded: Vol 1 IV
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CERTIFICATE OF SERVICE

The undersigned certifies that on 11-12, 1999, he mailed a copy of the foregoing document to the following parties by ordinary United States mail, postage prepaid, addressed as follows:

Barbara G. Stuart
United States Trustee
225 - 2nd Street S.E., Suite 400
Cedar Rapids, IA 52401

Matthew F. Berry
Attorney at Law
306 Main Avenue
P.O. Box 187
Clear Lake, IA 50428



Gregory C. Nicholas

*Copy returned
11-16-99 m*

Miriam

PAPPAJOHN, SHRIVER, EIDE & NICHOLAS P. C.

LAWYERS

103 EAST STATE STREET, SUITE 800
MASON CITY, IOWA 50401

SOCRATES G. PAPPAJOHN
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November 12, 1999

George D. Prentice, II
Clerk of United States Bankruptcy Court
Southern District of Iowa
110 United States Courthouse
320 - 6th Street
Sioux City, IA 51101

FILED
U. S. BANKRUPTCY COURT S. D.
NORTHERN DISTRICT OF IOWA

NOV 15 1999

GEORGE D. PRENTICE, II
CLERK

RE: Donald Edward Kacer Bankruptcy
Case No. 94-41386-XM
Adversary No. 94-4169XM

Dear Mr. Prentice:

I am enclosing a Satisfaction and Release to be filed in the above-referenced matter, together with an extra copy of the same and a self-addressed, stamped envelope. I would ask that you send the copy back to me once it has been filed in the enclosed envelope.

If you have any questions or need anything more, please let me know.

Very truly yours,

PAPPAJOHN, SHRIVER, EIDE & NICHOLAS P.C.

By:

Gregory C. Nicholas
Gregory C. Nicholas

GCN/esk
Enclosures