

UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF IOWA

FEB 23 1995

In Re: Evans Bradley, Jr.
and Rebecca Lynn Bradley,
Debtors

BARBARA A. EVERLY, CLERK
Adversary No. 94-1119KC
Case No. 94-10754

Iowa State Bank & Trust Company,
Plaintiff

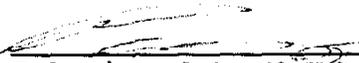
Order

v.

Evans Bradley, Jr. and
Rebecca Lynn Bradley, Defendants

COMES NOW the Court and being presented with Plaintiff's Motion to Reinststate and Approve Settlement hereby finds and orders that the same should be sustained. The clerk is to enter judgment against the Defendant in the amount of \$1,739.51, and for the other relief as set forth in the attached Exhibit A.

DATED this 23 day of Feb, 1995.



Judge in and for the above Court

This Order prepared and submitted by:

Gregg Geerdes
SSN: 479-70-0831
Attorney at Law
321 E Market Street, Suite 102
Iowa City, IA 52245
PH: 319/337-3197

cc: Mr. David Nadler
Attorney at Law
322 - 2nd Street SW
Cedar Rapids, IA 52404

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EXHIBIT A

SETTLEMENT AGREEMENT

This Agreement between Iowa State Bank & Trust Company ("Bank") and Evans Bradley, Jr. and Rebecca Lynn Bradley ("Bradleys") provides as follows:

1. Bradleys have sought bankruptcy relief through an action filed in the United States Bankruptcy Court for the Northern District of Iowa and which is designated as Number 94-10754KC.

2. Bank has filed an adversarial action against Bradleys in the United States Bankruptcy Court for the Northern District of Iowa and which is designated as Adversarial Proceeding NO. 94-1119KC. In this adversarial action, Bank sought a judicial determination that the amount of \$1,739.51 owed by Bradleys to Bank is an obligation which is not dischargeable in bankruptcy.

3. Bank and Bradleys have now reached a settlement agreement and wish to document this agreement. Specifically, Bradleys agree to have a non-dischargeable judgment in the amount of \$1,739.51 jointly and severally entered against them in the pending adversarial action. Bradleys agree to the following payment terms:

- a) ~~Bradleys shall pay \$100.00 upon execution of this Agreement, and in no event later than October 15, 1994.~~ *ANSW*
- b) ~~Bradleys agree to pay the sum of \$200.00 on or before November 15, 1994.~~ *\$100.00 ANSW*
- c) Beginning on or before December 15, 1994, and continuing on or before the 15th day of each successive month, Bradleys agree to pay the sum of \$100.00 per month until an additional ~~\$100.00~~ *ANSW* plus interest has been paid in full. Upon payment of this amount, Bank agrees to satisfy in full the judgment entered in this matter.
- d) All unpaid principal shall accrue interest at the rate of ten percent per annum from and after August 2, 1994.
- e) Bank reserves the right to require Bradleys to execute a promissory note to further document this transaction. Bradleys agree to execute this promissory note. All payments made to Bank shall be made by money order and/or certified funds.

4. So long as Bradleys timely make all payments owed under this Agreement, and otherwise timely perform under the same, Bank agrees not to take any other collection action against Bradley and further agrees to consider Bradleys' obligation to be paid in full when the principal amount of \$1,200.00 plus interest has been paid in full. In the event that there is any default under this Agreement Bank shall be entitled to collect the

full amount of this judgment and the costs of its collection, including attorney fees. Time is of the essence to this Agreement. Bank is not required to give any additional notice or demand to Bradleys in the event of their default under this Agreement.

In agreement to the above, the undersigned have executed this Settlement Agreement on the date(s) shown below.

IOWA STATE BANK & TRUST COMPANY

BY: Steve Quigley 10/6/99
STEVE QUIGLEY Date
Vice President

Evans Bradley, Jr. 10/31/99
EVANS BRADLEY, JR. Date

Rebecca Lynn Bradley 10/31/99
REBECCA LYNN BRADLEY Date

Approved as to form:

Gregg Geerdes

GREGG GEERDES
321 E Market Street
Iowa City, IA 52245
ph: 319/337-3197
Attorney for Bank

David Nadler

DAVID NADLER
322 - 2nd Street SW
Cedar Rapids, IA 52404
Attorney for Bradleys

Notice sent to:

(w/ Judgment)

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US Trustee - CR
Law Building Suite 400
225 2nd Street SE
Cedar Rapids, IA 52401

2-23-95

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