

SURVEY OF RECENT DECISIONS
OF
THE HONORABLE PAUL J. KILBURG

**U.S. Bankruptcy Court
Northern District of Iowa**

September 25, 1996 - October 17, 1997

Prepared by

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The case summaries are categorized to correlate with the Key Number Classification of West's Bankruptcy Digest. West's key numbers are included in the topic headings below. A topical list of Judge Kilburg's prior decisions appears at the end of this outline.

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List of Prior Decisions (April 23, 1993 to September 24, 1996)

I. IN GENERAL, 2001-2120

II. COURTS; PROCEEDINGS IN GENERAL, 2121-2200

A. In General, 2121-2150

Hegg v. Dunbar (In re David and Elaine Hegg)

No. 95-62467KW, Adv. 96-6034KW, Chapter 13, 10/15/96

Rule 9023

Iowa Code § 654A.6

Debtors request the Court amend findings in its 9/30/96 ruling. It asserts that an injunction in State Court prohibited completion of Creditor's forfeiture of real estate contract. HELD: Debtors failed to specifically raise the injunction as a defense during the trial herein or in the forfeiture proceeding or FED action. They may not do so in a Motion to Amend or in post-trial briefs. Even if the defense was allowable, the injunction was ambiguous. The Court will not now interpret the injunction differently than it has been since the time it was issued.

III. THE CASE, 2201-2360

C. Voluntary Cases, 2251-2280

In re James Paulsen

No. 96-60964KC, Ch. 7, 1/9/97

11 U.S.C. § 707(a)

Debtor filed a "Dismissal of Chapter 7 Petition". HELD: A Chapter 7 case may only be dismissed for cause, taking into account the best interests of creditors. It cannot be effected by Debtor ex parte. The "Dismissal" is a nullity.

G. Conversion, 2331-2340

In re Richard Sires

No. 96-60777KW, Ch. 7, 2/19/97

11 U.S.C. § 706

§ 727(d)

Fed. R. Civ. P. 60(b)

Trustee objected to exemption of homestead based on preacquisition debt. Debtor resisted and filed a Motion to Revoke Discharge and Dismiss or Convert. HELD: No statutory or general equitable authority exists to revoke the Chapter 7 discharge. Debtor may convert to Chapter 13. The Court retains the power to determine issues of feasibility, good faith and the impact of the previously entered discharge after conversion.

**IV. EFFECT OF BANKRUPTCY RELIEF; INJUNCTION & STAY,
2361-2490**

B. Automatic Stay, 2391-2420

Hegg v. Dunbar (In re David and Elaine Hegg) 11 U.S.C. § 362(a)
No. 95-62467KW, Adv. 96-6034KW § 362(h)
Chapter 13, 9/30/96 Election of Remedies

Creditor seeks ruling declaring him owner of real estate through completion of forfeiture of contract. Debtors claim the forfeiture violated the automatic stay and was further barred by Creditor's election of foreclosure of mortgage as his remedy. HELD: Creditor held a mortgage and separately held rights under a real estate contract. His foreclosure action did not constitute an election of remedies. The automatic stay did not stop the running of the statutory time period for redemption of the contract or bar the recording of the affidavit supporting forfeiture. Debtors have failed to establish contempt by clear and convincing evidence.

C. Relief from Stay, 2421-2460

In re Ernest and Patricia Higgins 11 U.S.C. § 362
No. 97-10108-C, Chapter 13, 10/7/97 § 105(a)
Rule 60(b)

Debtors request that the Court reimpose the automatic stay as to certain credit card debt to a Credit Union. Credit Union consents. HELD: The automatic stay cannot be reinstated once it is lifted. An injunction under § 105(a) requires strict compliance with procedure and burdens of proof. Debtors may have relief from the order lifting the stay based on mistake or inadvertence.

In re Donald and Kari Scribner 11 U.S.C. § 362(d)(1)
No. 96-61972KW, Chapter 7, 10/7/96 Iowa Code § 656.2

Vendor wishes to evict Debtors. She completed forfeiture of real estate contract prepetition. HELD: Debtors retain no interest in real estate subsequent to forfeiture against which the automatic stay operates. Cause exists to lift the stay to the extent Debtors retain a simple possessory interest in the property. No viable defenses to eviction exist.

D. Enforcement of Injunction or Stay, 2461-2480

In re Kurtis Smith 11 U.S.C. § 524(a)
No. 97-01110-C, Chapter 7, 10/7/97

Debtor asserts Credit Bureau violated the discharge injunction by seeking to collect debt after discharge. HELD: Court awards actual damages and attorneys fees. Punitive damages are not awarded as Debtor has not proven Credit Bureau's conduct was to the egregious level that would support punitive damages.

In re James and Tarry Prine
No. 97-01232-D, Chapter 13, 9/4/97

11 U.S.C. § 349(b)
§ 362(a)
§ 549(d)

Debtors assert Bank's lien on their mobile home is void as it was perfected in violation of the automatic stay in their previously filed Chapter 13 case. Bank asserts the perfection did not violate the automatic stay. It argues equitable grounds exist for the Court to validate the perfection of lien. HELD: Perfection of the lien violated the automatic stay. Actions in violation of stay are void ab initio. A finding that the perfection is void is not precluded because Debtors' original case was dismissed. Dismissal does not validate actions taken in violation of the stay.

In re William and Mikki Lint
No. 96-12137KC, Chapter 7, 4/4/97

11 U.S.C. § 362(h)

Debtor moves for citation of contempt for Creditor's collection attempts after Debtor orally notified Creditor of her bankruptcy filing. HELD: The Court's mailed notice of commencement of the case is presumed to have been received by Creditor. Creditor has failed to rebut the presumption. Notice may be oral or written, given by any means in any manner. Debtor's testimony is credible. She orally notified Creditor of her bankruptcy case three times by telephone. Creditor willfully violated the automatic stay and is liable for attorney fees and punitive damages.

In re Larry Brenneman
No. 93-11514KC, Ch. 7, 1/6/97

11 U.S.C. § 524(a)(2)

Debtor moves for contempt sanctions against CSC Credit Services for reporting discharged debts as bad debts. CSC moves for summary judgment. HELD: The Court has jurisdiction to determine whether CSC has violated the discharge. CSC has not violated the automatic stay because its actions occurred after the discharge was entered and the case was closed. CSC is not a "creditor" or an agent of a creditor. Its actions were not made in an attempt to compel payment of a debt. Summary judgment for CSC is granted.

V. THE ESTATE, 2491-2760

C. Property of Estate in General, 2531-2570

In re Raymond and Beulah Odegard
No. 96-22839-D, Chapter 7, 7/9/97

11 U.S.C. § 541(c)(2)
Iowa Code § 627.6(4)

Trustee objects to exemption of two prepaid burial contracts. Both contracts were described as "irrevocable" but allowed for cancellation by Debtor. Trustee asserts the burial contracts are property of the estate and not exempt. HELD: Only spendthrift trusts are excluded from property of the estate under § 541(c)(2). Such trusts cannot be self-settled. The contracts are not exempt under Iowa exemptions. All funds from the contracts must be turned over to Trustee, except for a \$100 cancellation charge.

D. Liens & Transfers; Avoidability, 2571-2600

In re Kenneth & Warren Contracting Co.
No. 96-61400KW, Ch. 11, 2/25/97

11 U.S.C. § 544(a)
Iowa Code § 554.9103

Orix asserts a security interest in a paver Debtor bought from a third party in Illinois. Debtor disputes the validity of Orix's lien based on removal of the paver from Illinois to Iowa. HELD: Orix held a perfected security interest in the paver prior to Debtor's purchase. Whether the paver is a "mobile good" or an "ordinary good", this interest remained perfected against Debtor after Debtor purchased the paver in Illinois and then moved it to Iowa. Debtor is not entitled to avoid Orix's lien under § 544(a)(1) or (2) as hypothetical judicial lien holder or execution sale creditor.

(Citizens State Bank v. Holthaus (In re Clifford and Lois Holthaus))
No. 96-61345KW, Adv. 96-6178KW, Chapter 7, 12/10/96

11 U.S.C. § 545(3)
28 U.S.C. § 157(b)(1)
Iowa Code § 570.1

Bank seeks to determine ownership of and priority of claims against crop proceeds between Debtors and other creditors. It requests the Court determine the status of a claim for a landlord's lien. Landlord moves to dismiss, stating this is not a core proceeding. HELD: The landlord's lien is superior to the Bank's interest. A landlord's lien is avoidable to the extent it is for rent. Bank does not have standing to avoid a lien; that is entirely within the Trustee's power. As the Trustee has chosen not to avoid the lien, this matter is not a core or related proceeding. Landlord's motion to dismiss is granted.

In re Robert and Andrea Hayes
No. 96-21384KD, Chapter 13, 12/10/96

11 U.S.C. § 522(b)(2)
§ 362(a)
§ 544(a)(3)
§ 549(a)(2)
§ 1307(c)
Iowa Code § 561.20
§ 561.21(1)

Debtors originally listed certain property as their homestead. Because of an initial error in execution, their petition became filed after they had sold that property and purchased a new residence. The new property was more than ½ acre in size and had two houses, all within the city limits. The warranty deed and a new mortgage were recorded 27 minutes after Debtors' Chapter 13 petition was filed. A creditor objects to the homestead exemption and asserts the mortgage is void as an unauthorized postpetition transfer. It moves to convert based on these circumstances, asserting that Debtors filed their petition in bad faith. HELD: Debtors may claim their new residence as their homestead, to the extent of statutory limits of one-half acre and one dwelling house. It is nonexempt as to preacquisition debt. The deed and mortgage recorded postpetition are not void. The mortgage is secured first by the nonexempt portion of the property. Debtors did not file their petition in bad faith. It is not in the best interests of the estate to convert to allow a Chapter 7 trustee to attempt to avoid the new mortgage.

F. Fraudulent Transfers, 2641-2670

Schettler v. Fischer (In Re Robbins Fischer)
No. 96-61088-W, Adv. 96-5137-W, Chapter 7, 6/27/97

11 U.S.C. § 544(b)
§ 727(a)
Iowa Code § 684.4

Plaintiff asserts Debtor sold real estate prepetition and dispersed the net proceeds in a series of preferential or fraudulent transfers. He argues Debtor should be denied a discharge for making property transfers and failing to explain loss of assets. He also argues certain transfers were fraudulent and avoidable. HELD: Debtor has sufficiently explained the disposition of the proceeds of the sale. Plaintiff must prove Debtor's actual intent to hinder a creditor for discharge to be denied under § 727(a)(2) or for the transfer to be avoided under state law. He has not met this burden regarding Debtor's intent.

Dunbar v. Johnson (In re Robert Grady)

No. 96-20970KD, Adv. 96-2088KD, Chapter 13, 10/24/96

11 U.S.C. § 548(a)(2)

§ 362(a)

Trustee seeks to avoid prepetition forfeiture of real estate contract as a fraudulent transfer. Vendor resists and seeks relief from the automatic stay. HELD: Inaccuracy in the forfeiture notice did not nullify the notice. Contract forfeiture can constitute a fraudulent transfer. Unlike the BFP mortgage foreclosure sale, completion of contract forfeiture does not conclusively establish reasonably equivalent value under § 548(a)(2). Cancellation of a contract balance of \$15,000 in exchange for transfer of real estate worth \$40,000 is less than reasonably equivalent value. Vendor is not entitled to relief from the stay.

VI. EXEMPTIONS, 2761-2820

In re Gail and Timothy Shearer

No. 97-01020-C, Chapter 7, 8/20/97

Iowa Code § 627.6(6)

Trustee objects to exemption of life insurance policy. The beneficiary listed was Debtor's father but Debtor intended her father to use the proceeds for the benefit of her minor children. HELD: Life insurance policies are exempt if the beneficiary is the debtor's spouse, child or dependent. The denomination of beneficiary on the policy is not conclusive in all circumstances. The Court must determine the intent of the parties. The evidence establishes that Debtor intended the insurance proceeds to benefit her children and to that end she named her father beneficiary. The policy is exempt.

In re David and Elaine Hegg
No. 95-62467-W, Chapter 7, 7/22/97

11 U.S.C. § 522(f)
Iowa Code § 554.9306

Debtors seek turnover of \$2,700 held by Ch. 7 Trustee as proceeds of the sale of farm equipment. The sale occurred 10 days before Debtors converted from Chapter 13. Debtors claim the proceeds are exempt and Creditor's security interest should be avoided as impairing an exemption. Debtors also seek turnover of a tractor transferred to Creditor prepetition. Creditor resists, seeking turnover of the sale proceeds itself. HELD: The date of conversion controls exemptions. Proceeds from the sale of formerly exempt farm equipment constituted non-exempt cash on the date of conversion. Therefore, the property is not exempt and the Creditor's lien is not avoidable. The funds are properly turned over to Creditor which holds a perfected security interest in the equipment. The tractor in Creditor's possession remains exempt and Creditor's lien is avoidable. This should be turned over to Debtors.

In re Jeff and Amy Nehl
No. 97-60192-W, Chapter 7, 6/5/97

Iowa Code § 561.21
Rule 4003(b)

Trustee objects to homestead exemption to the extent of a home improvement debt. The home improvement creditor has not made a filing regarding this matter. Debtor asserts Trustee has no standing. HELD: Trustee has an independent duty as representative of the estate to object to this exemption, even though the creditor filed no claim. Debts for work done to improve the homestead are excepted from the homestead exemption. Trustee may pursue the homestead even though the creditor had not filed a mechanic's lien. The invasion of the homestead exemption is limited to the amount of the debt for the home improvement. That amount is distributable pro rata among all unsecured creditors, including the home improvement creditor.

In re Robert and Tina Funk
No. 97-20462-D, Chapter 7, 6/4/97

Iowa Code § 627.6(9)

Trustee objects to exemption of a milk check as accrued wages. HELD: The Court must distinguish types of income. "Wages" in the exemption statute are compensation for personal services. As the milk check is payment for a farm product, it does not constitute exempt wages.

In re Larry and Carol Brislaw
No. 97-10137KC, Chapter 7, 5/23/97

Joint Debtors each claim a vehicle exempt. Both vehicles are titled solely in one Debtor's name. Trustee objects. HELD: A debtor must prove a legal or equitable interest in property in order to claim the property exempt. Prima facie proof of ownership of a vehicle is established by the certificate of title. Mrs. Brislaw may not claim a vehicle titled solely in her husband's name exempt under Iowa law.

In re Tammy Crouch
No. 96-23085-D, Chapter 7, 5/13/97

Iowa Code § 627.6(8,9)

Debtor asserts Federal earned income credit and State child care credit are not property of the estate. In the alternative, she claims them exempt as a social security benefit, local public assistance benefit or support. HELD: Debtor's tax credits are property of the estate. Tension exists between liberal construction of exemptions and abiding by the express language of § 627.6. The earned income and child care credits do not fit within any of the statutory exemptions.

In re Rex and Jeannette Howard
No. 96-22392, Chapter 7, 3/7/97

11 U.S.C. § 544(a)
§ 522(g)
Iowa Code § 321.45

Bank claims a lien in a car, although its interest was not noted on the Certificate of Title. It objects to exemption of the car. Debtors assert the Bank's unperfected lien is avoidable. HELD: The Bank's unperfected security interest is enforceable against Debtors. Such an unperfected security interest is avoidable by the Trustee. Debtors' voluntary grant of the security interest prevents them from claiming the car exempt.

In re Kristan Lungwitz
No. 96-22823KD, Ch. 7, 2/11/97

Iowa Code § 627.6(10)

Debtor claims a computer and office furniture exempt as tools of her trade. Trustee objects that Debtor, employed full-time as a secretary, does not use or need this equipment for her employment. HELD: Debtor has not reported income from outside typing on her tax returns. Therefore, she does not use the computer in any type of self-employment. Debtor does not use the computer during her full-time job although it is sometime convenient for her to bring work home. There is no nexus between Debtor's job responsibilities and the computer. It is not exempt as a tool of the trade.

In re Bridget Johnson
No. 96-61936KW, Ch. 7, 2/11/97

11 U.S.C. § 541(c)(2)
Iowa Code § 626.7(8)

Trustee objects to exemption of payments Debtor receives from TIAA/CREF annuities. Debtor asserts the payments are exempt pension plan payments. HELD: TIAA/CREF interests are not includable as property of the estate. The payments Debtor is receiving are from an annuity payable on account of disability. These are exempt under Iowa law.

In re Charles Nandell
No. 96-12411KC, Chapter 7, 12/13/96

11 U.S.C. § 522(f)(1)
§ 101(36)

Debtor moves to avoid lien arising from a dissolution of marriage decree. The Decree provides that Debtor would pay his ex-wife, the Creditor, \$6,000 "which shall be a lien" on the parties' modular home. Creditor asserts the lien is a consensual lien rather than an avoidable judgment lien. HELD: The Decree creates a lien. It is a judgment lien, regardless that it arose through a settlement agreement. The decree transferred Creditor's one-half interest as a joint tenant to Debtor, subject to Creditor's lien. It will not

be avoided because it does not impair Debtor's exemption. The lien did not attach to Debtor's pre-dissolution one-half interest.

In re Michael and Regina Smith

11 U.S.C. § 522(f)(1)(B)

No. 96-11751KC, Chapter 7, 12/11/96

Debtors seek to avoid liens on breeding stock and cattle feed as tools of the trade. HELD: Tools of the trade are defined as instruments of manual operation. This does not encompass breeding cattle. Liens on household animals are specifically avoidable under § 522(f). Liens on other animals are not. The cattle feed is more like general inventory than like tools of the trade. The motion to avoid lien is denied.

See In re Robert and Andrea Hayes in Section V.D, on page ____.

In re Lynn and Teresa Worley

11 U.S.C. § 522(f)

No. 96-10450KC, Chapter 7, 12/10/96

Debtors seek to avoid the Bank's judgment lien on their homestead. The Bank's judgment arose from a prepetition action on its promissory note. The Bank did not foreclose its related mortgage. Debtors assert the mortgage lien merged into the judgment and the judgment lien is avoidable under § 522(f). They also argue the mortgage is invalid for lack of consideration or negligent misrepresentation. HELD: The judgment lien is avoidable. The mortgage lien, however, survives the judgment on the note. Debtors have failed to show the mortgage lacked consideration or that the Bank committed fraud in the inducement. The tort of negligent misrepresentation is not applicable in this situation.

In re Clifford and Lois Holthaus

Iowa Code § 627.6(11)

No. 96-61345KW, Chapter 7, 11/4/96

Bank objects to exemption of farm machinery and corn. It asserts Debtors, who liquidated their farming operation prepetition, are not entitled to the exemption because they do not intend to return to farming. HELD: Debtors have shown an intention to engage in farming in the future and may claim exemptions of implements and equipment under sec. 627.6(11). Their corn is not exempt.

VII. CLAIMS, 2821-3000

A. In General, 2821-2850

In re Richard and Joyce Dalecky

26 U.S.C. § 6672(a)

No. 96-11561-C, Chapter 13, 5/7/97

Debtors seek determination of liability for unpaid payroll and sales taxes of corporation. Debtor Richard Dalecky was one of three shareholders, officers and directors of corporation. HELD: Debtor is a responsible person of the corporation. Paying other creditors with knowledge of the corporation's failure to pay withholding tax is willfulness. Debtor is liable for both Federal and Iowa withholding taxes and Iowa sales tax. Debtor Joyce Dalecky is not a responsible person and is not liable.

B. Secured Claims, 2851-2870

In re Diana Roberts

No. 97-00855-C, Chapter 13, 6/18/97

11 U.S.C. § 506(a)

Rule of Evidence 801(c)

Bankruptcy Rule 3001(f)

Local Rule 24

Bank objects to confirmation of Debtor's Plan. It asserts Debtor has undervalued the car securing its claim. At the valuation hearing, Debtor presented affidavits and other statements of value as exhibits. The Court excluded these from evidence as hearsay. The Bank offered a copy of the NADA Blue Book values as an exhibit. Neither party offered any live testimony. HELD: A replacement-value standard is applied to determine value. Debtor has the burden to produce evidence to rebut the presumption of the validity of the Bank's claim. The Bank bears the ultimate burden of persuasion. Local Rule 24 provides the procedure to presenting valuation evidence. The copies of the NADA values are admissible evidence, but not conclusive on the issue of value. The burden of proof is determinative. The Bank's proof of claim is supported by the NADA Blue Book values. Its claim is fully secured. Continuance to allow Debtor to present additional evidence is not warranted.

In re John and Carol Specht

No. 96-21022KD, Ch. 12, 2/26/97

11 U.S.C. § 506(a)

The parties dispute the valuation of two vehicles Debtors intend to retain. HELD: The NADA retail value is the appropriate starting point for valuation of vehicles. The NADA high mileage deduction is applicable. Deduction for vehicle condition is made on a case-by-case basis.

F. Priorities, 2951-3000

Dolezal v. United States (In re Dolezal)

No. 96-11466-C, Adv. 96-6211-W, Chapter 7, 6/16/97

11 U.S.C. § 363(a)

Iowa Code § 561.21

Marshaling

Debtors seek to sell farm equipment free of FSA's oversecured senior lien and to pay the proceeds to a junior lienholder. FSA objects. If the sale was allowed, FSA would remain fully secured by real estate and other collateral. HELD: Chapter 13 debtor-in-possession has standing to invoke the doctrine of marshaling. Under either the federal or Iowa doctrine, it is only applied if it can be done without injustice. The doctrine cannot be used to force a claimant to satisfy indebtedness out of a debtor's homestead. Marshaling cannot impair a senior security interest. The Court concludes marshaling is not allowed as FSA would be prejudiced by losing a portion of its collateral.

In re Mary E. Kinsel
No. 94-61501KW, Ch. 7, 1/9/97

11 U.S.C. § 502
Rule 3001
Iowa Code § 624.23
§ 598.21

Creditors, Debtor's ex-husband and his sister, object to Trustee's claims report. HELD: The sister's claim was ordered to be paid by the dissolution decree. She did not have a judgment lien against Debtor or her property before the dissolution decree was entered. The claim became part of the judgment created by the dissolution decree and then attached to Debtor's homestead real estate. The dissolution judgment is an undersecured claim, not entitled to postpetition interest. The liabilities in the dissolution judgment have equal priority. The child support award must be recognized as ordered and paid in full.

VIII. TRUSTEES, 3001-3020

IX. ADMINISTRATION, 3021-3250

E. Compensation of Officers and Others, 3151-3250

In re Carl and Diane Simon
No. 94-21591KD, Chapter 12, 4/23/97

11 U.S.C. § 330(a)

Debtors' counsel seeks compensation for services rendered. HELD: The lodestar analysis is now codified in § 330(a). General rules limit fees where (1) billing entries lump fees or are vague, (2) work is duplicated such as in interoffice conferences and (3) detail is not sufficiently specific. Counsel must establish the qualifications of paralegals. Paralegals' time will not be compensated for clerical tasks. Counsel may not be reimbursed for payment to an accountant who was not approved by the Court. Expenses must be itemized with sufficient description.

X. DISCHARGE, 3251-3440

B. Dischargeable Debtors, 3271-3340

See Schettler v. Fischer (In re Robbins Fischer) in Section V.F. on page ____.

C. Debts and Liabilities Discharged, 3341-3410

Lind-Waldock & Co. V. Anderson (In re G. John Anderson)
No. 97-00895-W, Adv. 97-9144-W, Chapter 7/ 8/28/97

11 U.S.C. § 523(a)(2)
Fed. R. Civ P. 12(b)(6)

Plaintiff asserts its claim is nondischargeable because of fraud based on Debtor's insufficient funds check. Debtor paid Plaintiff with a check for a deficit in his account caused by losses in commodities trading. The check was returned for insufficient funds. Debtor moves to dismiss the adversary proceeding for failure to state a claim. He asserts the complaint does not allege Plaintiff sustained an injury as the result of his insufficient funds check. HELD: An otherwise dischargeable debt does not become nondischargeable when a debtor attempts to pay the debt with an insufficient funds check. Fraud does

not exist if a debtor simply tenders a bad check for a preexisting debt and obtains nothing from the creditor in exchange. Construing the complaint liberally, Plaintiff has not alleged it incurred any loss other than a \$15 returned check charge. The Complaint is dismissed.

Cochran v. Bender (In re Stephan Cochran)

No. 94-61243-W, Adv. 97-9052-W, Chapter 7, 8/19/97

11 U.S.C. § 727(b)
§ 523(a)(3)
§ 524(c)

Debtor requests a determination that the claim of his former fiancé, who was codebtor on some of his scheduled debts, was discharged in his no-asset Chapter 7 case. Defendant states Debtor agreed to repay her if creditors sought satisfaction from her after discharge and they agreed she would not be listed as a creditor. She asserts Debtor reaffirmed his obligation to her as codebtor. Debtor moves for summary judgment. HELD: Every prepetition debt is discharged. There is no exception for unlisted or unscheduled debts. Claims of unlisted creditors may be nondischargeable unless the creditor had knowledge of the case. Defendant had actual knowledge of the case. Debtor's obligations on their joint debts were discharged. Debtor did not reaffirm his debt to her in writing as required by § 524(c). The debt to Defendant is discharged.

Green Tree Financial Corp. V. McClean (In Re Randy McClean)

No. 96-12592-C, Adv. 96-1214-C, Chapter 7, 8/6/97

11 U.S.C. § 523(a)(6)

Plaintiff financed Debtor's mobile home floor plan. It asserts Debtor sold mobile homes and failed to turn the proceeds over to it according to their agreement. Plaintiff requests its claim be excepted from discharge for conversion constituting willful injury. HELD: Debtor failed to follow procedures from the floor plan agreement calling for immediate payment to Plaintiff of sale proceeds. A subsequent agreement, however, allowed the procedure he used. A breach of either contract does not result in a nondischargeable debt in the absence of intent to harm Plaintiff. Plaintiff has failed to meet its burden to show more than a technical conversion.

Seamans v. Burch (In re Laurence Burch)

No. 97-60410-W, Adv. 97-9050-W, Chapter 7, 7/9/97

11 U.S.C. § 523(a)(7)
Alford Plea

Plaintiffs move for summary judgment on whether court-ordered criminal restitution debt is excepted from discharge. Debtor entered an Alford plea to theft in state court. HELD: The criminal restitution ordered in the state sentencing proceeding is nondischargeable. The fact that Debtor entered an Alford plea is irrelevant to this determination.

Bebee v. Crawford (In re Jeffrey and Margery Crawford)

No. 96-22585D, Adv. 96-2222KD, Chapter 7, 5/23/97

11 U.S.C. § 523(a) (2, 4, 6)

Plaintiff asserts his claim arising from a real estate contract with Debtors is nondischargeable. Debtors, as contract sellers, mortgaged the property in excess of the amount allowed in the contract and the mortgage was subsequently foreclosed. Debtors also retained insurance proceeds from hail damage which the contract directed be placed in escrow for Plaintiff's benefit. HELD: Failure to escrow the insurance proceeds constitutes both embezzlement and conversion under § 523(a)(4) and (6), respectively. Further, by signing the real estate contract when the mortgage was more than 90% of the

contract balance, Debtors knowingly made a false statement with intent to deceive on which Plaintiff relied under § 523(a)(2)(A). The debt is nondischargeable.

Demuth v. Feickert (In re Gary and Deborah Feickert)
No. 96-10007KC, Adv. 96-1020KC, Chapter 7, 3/18/97

11 U.S.C. § 523(d)

After judgment against Plaintiff in a dischargeability action under § 523(a)(2) and (4), Debtor requests attorney fees and costs under § 523(d). HELD: One of the elements Debtors must prove to be entitled to attorney fees is that the debt is a consumer debt, i.e. incurred for a personal, family or household purpose. The facts underlying Plaintiff's action show that the debt was entered into for a business rather than personal purpose. Attorney fees are not warranted.

Demuth v. Feickert (In re Gary and Deborah Feickert)
No. 96-10007KC, Adv. 96-1020KC, Ch. 7, 1/10/97

11 U.S.C. § 523(a)(2)
§ 523(a)(4)

Debtor performed contracting for Plaintiff in remodeling her home. He agreed to indemnify Plaintiff for any future claim asserted by a subcontractor who the parties considered did poor quality work. Plaintiff ended up paying the subcontractor in settlement of its mechanic's lien. She asserts Debtor committed fraud or defalcation in a fiduciary duty in failing to indemnify her. HELD: Although Debtor may have breached the indemnity contract, Plaintiff failed to prove Debtor intentionally made false representations in entering into the contract. No fiduciary relationship existed and Plaintiff failed to prove fraud or defalcation under § 523(a)(4).

Ogren v. United States (In re Beverly Ogren)
No. 95-12116KC, Adv. 96-1018KC, Chapter 7, 10/10/96

11 U.S.C. § 523(a)(8)

Debtor asserts her student loans should be discharged. She claims excepting them from discharge would impose an undue hardship on her and her dependents. Creditor requests that its student loan claim be excepted from discharge. HELD: This Court applies the three-prong Brunner test. Debtor has failed to prove that she cannot maintain a minimal standard of living if she is forced to repay the student loans, that circumstances indicate this state of affairs is likely to persist, and that she has made good faith efforts to repay the loans.

D. Effect of Discharge, 3411-3440

XI. LIQUIDATION, DISTRIBUTION, AND CLOSING, 3441-3460

In re Stephen Cochran
No. 94-61243KW, Chapter 7, 3/24/97

11 U.S.C. § 350(b)

Debtor wishes to reopen case to add his former fiancé, a co-debtor on one of his discharged debts, as a creditor. HELD: The doctrine of laches may justify the denial of a motion to reopen. This case was closed 2 1/2 years ago. Too much time has passed such that it is inappropriate to reopen the case now.

XII. BROKER LIQUIDATION, 3461-3480

XIII. ADJUSTMENT OF DEBTS OF A MUNICIPALITY, 3481-3500

XIV. REORGANIZATION, 3501-3660

XV. ARRANGEMENTS, 3661.100-3661.999

XVI. COMPOSITIONS, 3662.100-3670

XVII. ADJUSTMENT OF DEBTS OF FAMILY FARMER, 3671-3700

In re Kevin Knief
No. 96-21301-D, Chapter 12, 9/19/97

11 U.S.C. § 1225(a)
28 U.S.C. § 586(e)

Debtor seeks to pay crop insurance proceeds to unsecured creditors under his Plan. The Bank agrees to release its first lien on the proceeds. FSA, an oversecured creditor, holds a second lien and objects to payment to unsecured creditors. It agrees to accept direct payment of certain ASCS benefits and requests direct payment of the crop insurance proceeds. Trustee asserts she should receive a fee on these direct payments. HELD: Chapter 12 debtors owe no fees to the trustee for direct payments to their impaired secured creditors. Debtor may not marshal FSA's collateral in favor of unsecured creditors because it deprives FSA of the full benefit of its security interest. In order to be confirmed, a Chapter 12 plan must provide that secured creditors retain their liens. The Plan's treatment of FSA's claim does not meet this lien retention requirement. FSA may receive direct payments of the insurance proceeds and the ASCS benefits. Trustee is not entitled to fees on these payments.

In re John and Carol Specht
No. 96-21022-D, Chapter 12, 4/10/97

11 U.S.C. § 1225(a)
§ 1208(c)

Bank, FSA and Trustee object to confirmation of Debtors' Chapter 12 plan. They assert the plan is not feasible, does not provide for capital gains taxes and does not provide for secured claims in full. HELD: Feasibility requires that the plan have a reasonable prospect of success and be workable. By turning over 80 acres to FSA, Debtors will incur taxes on the difference between the property's basis and its fair market value. The Plan is not feasible as it does not take this tax into account, does not correctly value secured claims and makes income and expense projections not supported by historical data. The case should be dismissed because of Debtors' inability to propose a confirmable plan.

XVIII. INDIVIDUAL DEBT ADJUSTMENT, 3701-3740

In re Glenn and Sheri Grawe
No. 97-10342-C, Chapter 13, 8/20/97

11 U.S.C. § 1325(a)
§ 506(d)

Debtors object to IRS's proof of claim. They assert the IRS is entirely unsecured because they have no equity in any real or personal property. HELD: Debtors are attempting to cram down the plan by paying the IRS the present value of its collateral and stripping the lien from the portion of the claim that exceeds the value. The IRS holds a perfected federal tax lien against Debtors' property, including exempt property. It is not senior to other security interests in Debtors' property. The replacement value standard is applied without deduction for costs of liquidation. The total value of Debtors' property interests is \$10,897. This constitutes the secured amount of the IRS claim. The remainder of the claim is unsecured.

In re Ken and Lu Anne Lefler
No. 96-12601KC, Chapter 13, 7/28/97

11 U.S.C. § 1325(a)

Debtors' plan calls for gradually increasing plan payments and a balloon payment to the IRS in the last 4 months of the plan. Debtors have equity in their home and are current in plan payments. Trustee and IRS raise feasibility concerns. HELD: The Court applies the law set out in Engelby decided 7/15/97 in which the debtors also proposed graduated payments and a lump sum payment to the IRS. In this case, Debtors' income is steady and gradually increasing. The home equity supports the feasibility of the balloon payment. Debtors have meet the feasibility requirement for confirmation.

In re Ricki and Mary Ann Engelby
No. 96-10008KC, Chapter 13, 7/14/97

11 U.S.C. § 1325(a)

Debtors propose gradually increasing plan payments. Debtor's new business has no current contracts although he expects a final payment on a completed contract. Debtors propose a balloon payment at the end of the plan to the IRS. Trustee and the IRS object to confirmation. HELD: Feasibility of Debtors' performance under the plan is problematical. Future income is speculative. Lump sum payments are not encouraged. Debtors have failed to keep current in their payments. The Plan does not meet the feasibility requirement for confirmation.

In re John and Connie Land
No. 97-01011-C, Chapter 13, 6/24/97

Rule 2002(b)
9006(f)
28 U.S.C. § 1408

Debtors, residents of Keokuk in the Southern District of Iowa, filed their petition in the Northern District. On the same day the Court confirmed the Plan, the Bryans filed a Motion to Dismiss or to Change Venue. They also filed a Motion to set aside the order of confirmation asserting that they did not have adequate notice and time to object. HELD: The notice of the confirmation hearing complied with the 25-day requirement in the Rules. The additional three days given in Rule 9006(f) do not apply in this situation. Mr. Bryan had adequate notice of the case regardless of discrepancies in his address on the matrix. Mrs. Bryan also had adequate notice although she was omitted from the matrix of creditors. Also, notice to Mr. and Mrs. Bryan is notice to their corporation. No due process violation occurred.

The record does not support a finding that plan confirmation was procured by fraud. The Motion to Change Venue was not timely filed.

XIX. REVIEW, 3741-3860

In re National Cattle Congress, Inc.
No. 93-61986KW, Chapter 11, 10/4/96

Mootness

On appeal, the Eighth Circuit remanded for a determination of the effect of Seminole on the order enforcing the automatic stay against the Iowa Racing and Gaming Commission. HELD: The issue is moot. The license the Commission sought to revoke has already expired. No issue remains for resolution.

XX. OFFENSES, 3861-3863

DECISIONS OF THE HONORABLE PAUL J. KILBURG

April 23, 1993 -- September 24, 1996

I. IN GENERAL, 2001-2120

B. Constitutional and Statutory provisions, 2011-2040

In re Bockes Brothers Farms, Inc., Ch. 11, No. 93-60881KW (Bankr. N.D. Iowa June 16, 1995) (deny modification of order of dismissal)

In re Dean and Barbara Calease, Ch. 7, No. 93-60698LW (Bankr. N.D. Iowa Sept. 20, 1993) (avoidance of lien arising from pre-enactment after-acquired property clause)

C. Jurisdiction, 2041-2080

In re S.O.S. Enterprises, Ltd., Ch. 7, No. 95-10203KC (Bankr. N.D. Iowa Feb. 26, 1996) (dismissal of adversary proceeding after dismissal of case)

Deklotz v. Peoples Bank & Trust (In re Robert and Faye Deklotz), Ch. 7, No. L-87-00021C, Adv. 93-1007LC (Bankr. N.D. Iowa Sept. 1, 1993) (lender liability claim which accrued prepetition is barred)

D. Venue; Personal Jurisdiction, 2081-2100

In re Bockes Brothers Farms, Inc., Ch. 11, No. 93-60881KW (Bankr. N.D. Iowa June 16, 1995) (deny modification of order of dismissal)

Hager v. Bockes Brothers Farms (In re Bockes Brothers Farms), Ch. 11, No. 93-60881KW, Adv. 93-6127KW (Bankr. N.D. Iowa Sept. 7, 1993) (remand or abstention in creditor's action to recover forfeited real estate)

II. COURTS; PROCEEDINGS IN GENERAL, 2121-2200

A. In General, 2121-2150

In re Robert Duane Bliss, Ch. 7, No. 93-12048KC (Bankr. N.D. Iowa Dec. 30, 1994) (sanctions for failure to appear)

In re Robert Duane Bliss, Ch. 7, No. 93-12048KC (Bankr. N.D. Iowa Dec. 1, 1994) (rule to show cause)

Bockes Brothers Farms v. Farmland Financial (In re Bockes Brothers Farms, Inc.), Ch. 11, No. 93-60881KW, Adv. 93-6104KW (Bankr. N.D. Iowa March 4, 1994) (protective order re deposition of party's attorney)

B. Actions and Proceedings in General, 2151-2180

Robey v. Kaufman (In re Mark William Kaufman), Ch. 7, No. 94-20551KD, Adv. 94-2094KD (Bankr. N.D. Iowa Dec. 9, 1994) (separate document for amended pleadings)

Farmers Savings Bank & Trust v. Caslavka (In re Lon Michael Caslavka), Ch. 7, No. 92-12304LC, Adv. 93-1049LC (Bankr. N.D. Iowa March 31, 1994) (Federal rate of interest applied post-judgment)

Hoth v. Wells (In re William E. Wells, Jr.), Ch. 7, No. L-90-02393C, Adv. L-92-0076C (Bankr. N.D. Iowa March 29, 1994) (dischargeability re misrepresentation)

III. THE CASE, 2201-2360

B. Debtors, 2221-2250

In re Mary Ann Pierce, Ch. 13, No. 94-60737KW (Bankr. N.D. Iowa July 27, 1994) (appeal withdrawn) ("chapter 20"; spouse's income used to fund debtor's Chapter 13 plan)

In re Darrin T. Palmer, Ch. 13, No. 93-21509KD (Bankr. N.D. Iowa Dec. 1, 1993) (eligibility for Chapter 13, impact of postpetition reduction of debt)

In re Leon and Karen Funke, Ch. 12, No. 93-21255KD (Bankr. N.D. Iowa Oct. 21, 1993) (farmer debtor eligibility; successive filings improper)

In re James and Julie Eckenrod, Ch. 13, No. 93-60178LW (Bankr. N.D. Iowa Aug. 19, 1993) (§ 109(e))

In re Paul and Teresa Bishop, Ch. 7, No. 93-60176LW (Bankr. N.D. Iowa June 29, 1993) ("engaged in farming")

C. Voluntary Cases, 2251-2280

In re Steven and Carmen Rieger, Ch. 7, No. 94-12006KC (Bankr. N.D. Iowa May 19, 1995) (aff'd and appeal dismissed) (dismissal for bad faith; sanctions)

In re Mary Anne Reed, Ch. 7, No. 94-61109KW (Bankr. N.D. Iowa Oct. 11, 1994) (dismiss Chapter 7 because of ability to fund Chapter 13 plan)

D. Involuntary Cases, 2281-2310

In re KOCR-TV, Inc., Ch. 7, No. 95-11128KC (Bankr. N.D. Iowa Sept. 26, 1995) (dismissal of involuntary petition; bona fide dispute)

In re Earl K. Kilberger, Ch. 7, No. 94-11870KC (Bankr. N.D. Iowa Feb. 3, 1995) (abstain from two-party dispute in involuntary bankruptcy)

IV. EFFECT OF BANKRUPTCY RELIEF; INJUNCTION & STAY, 2361-2490

B. Automatic Stay, 2391-2420

In re National Cattle Congress, Inc., Ch. 11, No. 93-61986KW (Bankr. N.D. Iowa Jan. 20, 1995) (aff'd District Court 10/20/95, remanded 8th Circuit 8/2/96) (published at 179 B.R. 588) (license revocation as violation of automatic stay)

Larken Hotels v. State of North Dakota (In re Larken Hotels Limited Partnership), Ch. 11, No. 94-10388KC, Adv. 94-1027KC (Bankr. N.D. Iowa April 6, 1994) (temporary injunction of criminal proceedings denied)

In re Ricky and Cristie Drahos, Ch. 13, No. 93-60924KW (Bankr. N.D. Iowa Oct. 5, 1993) (debtors' home necessary for effective reorganization)

C. Relief from Stay, 2421-2460

In re Kenneth & Warren Contracting Co., Ch. 11, No. 96-61400KW (Bankr. N.D. Iowa July 19, 1996) (relief from stay)

In re Ricki and Mary Ann Engelby, Ch. 13, No. 96-10008KC (Bankr. N.D. Iowa June 28, 1996) (relief from stay for post-petition, pre-confirmation default)

In re Earl and Fay Robertson, Ch. 11, No. 94-11876KC (Bankr. N.D. Iowa Feb. 10, 1995) (relief from stay; no equity, necessary for reorganization)

In re Rausch Brothers Partnership, Ch. 11, No. L90-00151W (Bankr. N.D. Iowa Sept. 14, 1994) (real estate contract forfeiture included irrigation equipment)

In re Leonard W. and Maryan Dostal, Ch. 11, No. 94-10108KC (Bankr. N.D. Iowa March 31, 1994) (relief from stay based on bad faith in filing petition)

In re IGWT Trust, Ch. 11, No. 93-61439KW (Bankr. N.D. Iowa Sept. 7, 1993) (lift stay regarding forfeited real estate)

In re Terry L. Gearhart, Ch. 7, No. 93-10494LC (Bankr. N.D. Iowa Aug. 18, 1993) (no authority to reimpose stay once it has been lifted)

In re Bockes Brothers Farms, Inc., Ch. 11, No. 93-60881KW (Bankr. N.D. Iowa July 26, 1993) (forfeiture of real estate contract completed prepetition)

In re Karl J. Zweibahmer, Ch. 11, No. 93-60650LW (Bankr. N.D. Iowa May 20, 1993) (stay applies to appellate proceedings)

D. Enforcement of Injunction or Stay, 2461-2480

In re Mark Alan French, Ch. 7, No. 95-20770KD (Bankr. N.D. Iowa July 25, 1995) (violation of automatic stay)

In re Jeffrey Roche, Ch. 7, No. 93-10546LC (Bankr. N.D. Iowa June 10, 1993) (no actual damages proven from violation of stay)

V. THE ESTATE, 2491-2760

C. Property of Estate in General, 2531-2570

In re Larken Hotels Limited Partnership, Ch. 11, No. 94-10388KC (Bankr. N.D. Iowa June 3, 1996) (reopening to disclose asset postconfirmation)

Dutton v. Kondora (In re Sylvia J. Kondora), Ch. 7, No. 95-10588KC, Adv. 95-1105KC (Bankr. N.D. Iowa April 10, 1996) (defalcation in fiduciary capacity)

In re David and Heidi Zulaica, Ch. 7, No. 95-22000KD (Bankr. N.D. Iowa March 6, 1996) (reenlistment bonus is not property of estate)

First National Bank v. Cregar's Autowerks (In re Cregar's Autowerks, Inc.), Ch. 7, No. L92-00872C, Adv. 92-1181LC (Bankr. N.D. Iowa May 12, 1994) (abandonment of car to equitable owner)

In re Bockes Brothers Farms, Ch. 11, No. 93-60881KW (Bankr. N.D. Iowa Sept 16, 1993) (extent of lien in property repossessed and sold prepetition)

In re Gordon and Mary Jo Kunkle, Ch. 7, No. 93-60077LW (Bankr. N.D. Iowa June 4, 1993) (ERISA-qualified plan is not property of the estate)

D. Liens and Transfers; Avoidability, 2571-2600

In re Rene Lee Meseraull, Ch. 7, No. 94-11048KC (Bankr. N.D. Iowa Nov. 18, 1994) (aff'd N.D. Iowa 7/14/95) (lien for debt for improvements on homestead not avoidable)

In re Bradley L. Shanahan, Sr., Ch. 7, No. 94-11127KC (Bankr. N.D. Iowa Nov. 17, 1994) (appeal withdrawn 3/9/95) (lien for preacquisition debt not avoidable)

In re Ricky Lee Booher, Ch. 13, No. 94-10520KC (Bankr. N.D. Iowa Nov. 15, 1994) (priority of liens)

In re Cheryl K. Parman, Ch. 7, No. 94-10592KC (Bankr. N.D. Iowa Sept. 2, 1994) (homestead is exempt from ex-spouse's claim under dissolution decree)

In re Paul and Teresa Bishop, Ch. 7, No. 93-60176LW (Bankr. N.D. Iowa Oct. 21, 1993) (novation extinguishes purchase money interest)

E. Preferences, 2601-2640

Lam v. Weymiller (In re Dennis R. Weymiller), Ch. 7, No. 94-20350KD, Adv. 94-2055KD (Bankr. N.D. Iowa Sept. 14, 1994) (mortgage and payments to parents avoided as preferential transfers)

Currell v. McCool & McCool (In re Charles Joseph Matheny), Ch. 7, No. L-92-00520-C, Adv. 93-1059LC (Bankr. N.D. Iowa Aug. 10, 1993) (non-bankruptcy legal fees recovered)

Henry v. American Trust & Savings (In re McGregor Harbor, Inc.), Ch. 7, No. L-92-00234D, Adv. 92-2239LD (Bankr. N.D. Iowa May 28, 1993) (Deprizio analysis followed)

F. Fraudulent Transfers, 2641-2670

Terpstra v. Bails (In re Ronald W. Downs, Sr.), Ch. 7, No. 94-11980KC, Adv. 95-1080KC (Bankr. N.D. Iowa Dec. 26, 1995) (no summary judgment on motion for turnover)

Reil v. Stanley (In re Ronald and Kaye Reil), Ch. 11, No. L92-00860W, Adv. L92-0094W (Bankr. N.D. Iowa Dec. 8, 1995) (consigning jewelry to pawnshop as fraudulent transfer)

Hager v. Bockes Brothers Farms (In re Bockes Brothers Farms), Ch. 11, No. 93-60881KW, Adv. 93-6127KW (Bankr. N.D. Iowa Jan. 6, 1994) (aff'd N.D. Iowa 4/26/94; appeal dismissed 8th Cir. 5/3/95) (forfeiture of real estate contract as fraudulent transfer)

H. Avoidance Rights, 2701-2740

Reil v. Stanley (In re Ronald B. and Kaye A. Reil), Ch. 11, No. L92-00860W (Bankr. N.D. Iowa Nov. 17, 1994) (motion to amend complaint denied)

VI. EXEMPTIONS, 2761-2820

Sauer v. Conley (In re Mabel Conley), Ch. 7, No. 95-62047KW, Adv. 95-6195KW (Bankr. N.D. Iowa July 15, 1996) (fraud and defalcation as fiduciary; new homestead)

In re Frederick and Debra Smith, Ch. 7, No. 96-20243KD (Bankr. N.D. Iowa May 7, 1996) (avoidance of lien; debtors “engaged in farming”)

In re Curtis and Cynthia Waterman, Ch. 7, No. 95-61657KW (Bankr. N.D. Iowa Feb. 2, 1996) (vehicles as tools of the trade)

In re Gary and Linda Ackerman, Ch. 7, No. 94-21846KD (Bankr. N.D. Iowa April 12, 1995) (exemption of masonry tools of the trade)

In re Leon Francis Hageman, Ch. 7, No. 94-60749KW (Bankr. N.D. Iowa April 5, 1995) (failure to object to lien avoidance)

In re Warren L. Caslavka, Ch. 7, No. 93-10188LC (Bankr. N.D. Iowa Feb. 24, 1995) (published at 179 B.R. 141) (exemption of proceeds from pension plan distribution)

In re Bradley Shanahan, Sr., Ch. 7, No. 94-11127KC (Bankr. N.D. Iowa Feb. 24, 1995) (avoidance of lien for ex-spouse's attorney fees)

In re Emily Jean Versluis, Ch. 7, No. 94-61420KW (Bankr. N.D. Iowa Jan. 5, 1995) (homestead liable for preacquisition debt)

In re Joseph and Marlene Stevens, Ch. 7, No. 94-10178KC (Bankr. N.D. Iowa July 27, 1994) (exemption of graden tractor as motor vehicle)

In re Lavern and Dorothy Kahler, Ch. 7, No. 94-10285KC (Bankr. N.D. Iowa June 15, 1994) (exemption of farm equipment)

In re T.C. Ersepke, Ch. 7, No. L-92-00541LD (Bankr. N.D. Iowa Nov. 30, 1993) (whether dissolution judgment can constitute exempt homestead property)

In re Alan Ray Herron, Ch. 7, No. 92-62288LW (Bankr. N.D. Iowa Nov. 5, 1993) (cause for reopening case; objection to avoidance of judicial lien)

In re John and Mary Weber, Ch. 7, No. 93-11093KC (Bankr. N.D. Iowa Oct. 4, 1993) (invasion of homestead exemption for pre-acquisition debt)

In re David and Laura Winkowitsch, Ch. 7, No. 93-60712LW (Bankr. N.D. Iowa Sept. 20, 1993) (following Streeper, objection to avoidance of lien from pre-acquisition debt)

In re Jerry and Carol Jacobsen, Ch. 7, No. 93-10724LC (Bankr. N.D. Iowa Sept. 8, 1993) (mobile home qualifies for homestead exemption)

In re Louis E. Guynn, Ch. 7, No. L-91-1545C (Bankr. N.D. Iowa Aug. 17, 1993) (remainder interest cannot constitute homestead; amendment to exemptions not allowed)

In re Paul and Teresa Bishop, Ch. 7, No. 93-60176LW (Bankr. N.D. Iowa June 29, 1993) ("engaged in farming")

In re Gordon and Mary Jo Kunkle, Ch. 7, No. 93-60077LW (Bankr. N.D. Iowa June 4, 1993) (household goods include home and lawn maintenance equipment)

VII. CLAIMS, 2821-3000

A. In General, 2821-2850

In re Charles Andrew Blinks, Ch. 7, No. 95-10100KC (Bankr. N.D. Iowa April 19, 1996) (allowance of claim; fees for Trustee's attorneys)

In re Robert and Evelyn Brecunier, Ch. 13, No. L89-01142W (Bankr. N.D. Iowa June 13, 1994) (recomputation of property tax)

B. Secured Claims, 2851-2870

In re Khalid and Michelle El Khabbaz, Ch. 13, No. 95-22466KD (Bankr. N.D. Iowa April 12, 1996) (property interest in spouse's separate property; IRS lien)

In re Sherilyn Kae Cook, Ch. 13, No. 95-12544KC (Bankr. N.D. Iowa April 1, 1996) (going concern value of retained property)

In re National Cattle Congress, Ch. 11, No. 93-61986KW (Bankr. N.D. Iowa Dec. 26, 1995) (extent of secured claim after sale of part of collateral)

In re Ricky Lee Booher, Ch. 13, No. 94-10520KC (Bankr. N.D. Iowa Mar. 15, 1995) (appeal withdrawn 6/27/95) (realtor commission as administrative expense)

In re Ricky Lee Booher, Ch. 13, No. 94-10520KC (Bankr. N.D. Iowa Feb. 6, 1995) (attorney fees paid from proceeds of sale under 506(c))

C. Administrative Claims, 2871-2890

Lam v. Bossom (In re Dennis R. Weymiller), Ch. 7, No. 94-20350KD, Adv. 95-2039KD (Bankr. N.D. Iowa Sept. 26, 1995) (claim for rent under invalid farm lease)

In re Steven Heitshusen, Ch. 7, No. L-88-00779C (Bankr. N.D. Iowa June 14, 1994) (landlord's claim for rent as administrative expense)

In re Harold Mensching, Ch. 7, No. 92-61313LW (Bankr. N.D. Iowa March 4, 1994) (debtor's attorney fees as administrative expense)

In re Cregar's Autowerks, Inc., Ch. 7, No. L-92-00872C (Bankr. N.D. Iowa Dec. 10, 1993) (rent as necessary expense)

In re ASAP Printing, Inc., Ch. 7, No. 93-60443LW (Bankr. N.D. Iowa Nov. 24, 1993) (whether creditor is entitled to immediate payment of postpetition rent administrative expense claim)

In re ASAP Printing, Inc., Ch. 7, No. 93-60443LW (Bankr. N.D. Iowa July 26, 1993) (rent as administrative expense under § 365(d) (3))

D. Proof; Filing, 2891-2920

In re Cedar Valley Feeds, Inc., Ch. 7, No. L-91-00266C (Bankr. N.D. Iowa May 19, 1995) (sufficiency of IRS Proof of Claim)

E. Determination, 2921-2950

In re Khalid and Michelle El Khabbaz, Ch. 13, No. 95-22466KD (Bankr. N.D. Iowa March 6, 1996) (procedure for motion to value claim)

In re Eckhart v. Simon (In Re Carl and Diane Simon), Ch. 12, No. 94-21591KD, Adv. 94-2173KD (Bankr. N.D. Iowa Sept. 26, 1995) (validity of security interest in cattle)

In re Donald and Mary Ann Pierce, Ch. 7, No. 93-61552KW (Bankr. N.D. Iowa March 4, 1994) (absence from determination of tax liability)

In re Georgie and Laura Arnold, Ch. 12, No. Y87-00767W (Bankr. N.D. Iowa Feb. 14, 1994) (reconsideration of secured claim after confirmation of plan)

F. Priorities, 2951-3000

In re Marlin and Diane Nichols, Ch. 13, No. L88-00954W (Bankr. N.D. Iowa Sept. 28, 1994) (IRS claim for postpetition taxes in Chapter 13)

VIII. TRUSTEES, 3001-3020

IX. ADMINISTRATION, 3021-3250

A. In General, 3021-3060

In re Paul and Andra Tompkins, Ch. 7, No. 95-12505KC (Bankr. N.D. Iowa March 6, 1996) (Rule 2004 production of documents)

In re Commercial Millwright Service Corp., Ch. 11, No. 95-60007KW (Bankr. N.D. Iowa Sept. 18, 1995) (notice and due process rights under § 364)

In re Donald and Jeri Boyce, Ch. 7, No. 95-20057KD (Bankr. N.D. Iowa June 16, 1995) (value of secured claim for redemption)

In re Connolly Bros. Masonry, Inc., Ch. 7, No. L92-00555W (Bankr. N.D. Iowa May 25, 1994) (approval of compromise and settlement)

In re Larken Hotel Limited Partnership, Ch. 11, No. 94-10388KC (Bankr. N.D. Iowa April 28, 1994) (retroactive approval denied for postpetition payment of prepetition payroll obligations)

In re Bockes Brothers Farms, Inc., Ch. 11, No. 93-60881KW (Bankr. N.D. Iowa May 26, 1993) (cross-collateralization vs. cross-guarantees)

B. Possession, Use, Sale, or Lease of Assets, 3061-3100

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Eide v. Trolard (In re David Good), Ch. 7, No. L89-01577W, Adv. L90-0187W (Bankr. N.D. Iowa Nov. 28, 1994) (prejudgment interest)

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