Book 2010 Page 2822
Document 2010 2822 Type 06 018 Pages 27
Date 9/21/2010 Time 9:57:40AM
Rec Amt $139.00

DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

LIS PENDENS

Recorder's Cover Sheet

Preparer Information:
Eric W. Lam, 115 3rd St SE, Ste 1200, Cedar Rapids, (319) 366-7641

Taxpayer Information:
sendtaxstatements

Return Address
Eric W. Lam, Simmons Perrine Moyer Bergman PLC, 115 3rd St SE Ste 1200, Cedar Rapids, IA 52401-1266

Grantors:
Mildred Fritz

Grantees:
Sheryl Schnittjer, In Her Sole Capacity As Chapter 7 Trustee In The Robert J. Wickman And Tanya L. Wickman Bankruptcy

Legal Description: The South two hundred thirty two (232) feet of the East one hundred sixty five (165) feet of the Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4) of Section Thirty Four (34), Township Ninety (90) North, Range Five (5), West of the Fifth P.M.

Document or instrument number if applicable:

LIS PENDENS

COMES NOW Sheryl Schnittjer, Chapter 7 Trustee In The Robert J. Wickman And Tanya L. Wickman Bankruptcy, Case No. 10-00396, by and through her counsel, and herby gives notice of the filing of this Lis Pendens with respect to the real estate legally described as

> The South two hundred thirty two (232) feet of the East one hundred sixty five (165) feet of the Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4) of Section Thirty Four (34), Township Ninety (90) North, Range Five (5), West of the Fifth P.M.

Attached in support of this Lis Pendens is an Affidavit of Eric W. Lam marked as Exhibit "A" and Mortgage marked as Exhibit "B".

Eric W. Lam, AT0004416
SIMMONS PERRINE MOYER BERGMAN PLC
115 Third Street SE, Suite 1200
Cedar Rapids, IA 52401-1266
Tel: 319-366-7641; Fax: 319-366-1917
elam@simmonsperrine.com

ATTORNEY FOR TRUSTEE

STATE OF IOWA)
) ss:
COUNTY OF LINN)

On this 17th day of September, 2010, before me, personally appeared Eric W. Lam, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

NOTARIAL SEAL IOWA
TAMARA S. DOMEYER
COMMISSION NO. 161153
MY COMMISSION EXPIRES
6/28/12

Notary Public in and for the State of Iowa

Copy to:

Mildred Fritz 311 South Tama Manchester, IA 52057	Paul J. Fitzsimmons Attorney at Law Blair & Fitzsimmons P.C. 850 White Street Dubuque, IA 52001-7035
Francis Wm. Henkels Attorney at Law 1400 University Avenue, Suite D Dubuque, IA 52001	Office of US Trustee Suite 400 Law Building 225 Second Street SE Cedar Rapids, IA 52401
Sheryl Schnittjer Chapter 7 Trustee 304 Gay Street P. O. Box 375 Delhi, IA 52223-0375	

U:\ktheusch\WP\LAMBO\Wickman\Pldgs\Adv 10-09047\Adv.LisPendens.091710.doc

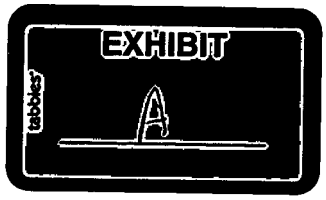
IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF IOWA

IN RE: ROBERT J. WICKMAN and TANYA L. WICKMAN, Debtors.	Chapter 7 Bankruptcy Case No. 10-00396
SHERYL SCHNITTJER, in her sole capacity as Trustee, Plaintiff, vs. MILDRED FRITZ, Defendant.	Adversary Case No. 10-09047 **AFFIDAVIT OF ERIC W. LAM**

STATE OF IOWA)
) ss:
COUNTY OF LINN)

COMES NOW Eric W. Lam and respectfully states that I am the attorney representing Sheryl Schnittjer, in her sole capacity as Chapter 7 Trustee, in the Robert J. Wickman and Tanya L. Wickman bankruptcy filed in the United States Bankruptcy Court for the Northern District of Iowa, Case No. 10-00396. I further state that the attached documents, fully described below, were electronically filed with the United States Bankruptcy Court for the Northern District of Iowa:

1. Voluntary Petition and Schedules A and D, pp. 1-3, 24, 31-33 filed on February 24, 2010;
2. Complaint to Avoid Preference and for Other Relief filed on May 26, 2010; and



3. Order and Judgment filed on August 4, 2010.

9/16/10
Date

Eric W. Lam

STATE OF IOWA)
) ss:
COUNTY OF LINN)

On this 16th day of September, 2010, before me, personally appeared Eric W. Lam, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

NOTARIAL SEAL IOWA
TAMARA S. DOMEYER
COMMISSION NO. 161153
MY COMMISSION EXPIRES
6/28/12

Tamara S. Domeyer
Notary Public in and for the State of Iowa

U:\ktheusch\WP\LAMBO\Wickman\Pldgs\Adv 10-09047\Adv.Affidavit.EWL.LisPendens.091510.doc

United States Bankruptcy Court
Northern District of Iowa

Voluntary Petition

Name of Debtor (if individual, enter Last, First, Middle):	Name of Joint Debtor (Spouse) (Last, First, Middle):
Wickman, Robert, J.	**Wickman, Tanya, L.**
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names): **d/b/a RJ's Custom Baling**	All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):
Last four digits of Soc. Sec. or Indvidual-Taxpayer I.D. (ITIN) No./Complete EIN(if more than one, state all): [redacted]	Last four digits of Soc. Sec. or Indvidual-Taxpayer I.D. (ITIN) No./Complete EIN(if more than one, state all): [redacted]
Street Address of Debtor (No. & Street, City, and State): **1575 200th Ave. Manchester, IA** ZIP CODE **52057**	Street Address of Joint Debtor (No. & Street, City, and State): **1575 200th Ave. Manchester, IA** ZIP CODE **52057**
County of Residence or of the Principal Place of Business: **Delaware**	County of Residence or of the Principal Place of Business: **Delaware**
Mailing Address of Debtor (if different from street address): **2051 155th Street Manchester, IA** ZIP CODE **52057**	Mailing Address of Joint Debtor (if different from street address): **2051 155th Street Manchester, IA** ZIP CODE **52057**

Location of Principal Assets of Business Debtor (if different from street address above):
1575 200th Ave., Manchester, IA ZIP CODE **52057**

Type of Debtor (Form of Organization) (Check one box.)

- ☑ Individual (includes Joint Debtors) *See Exhibit D on page 2 of this form.*
- ☐ Corporation (includes LLC and LLP)
- ☐ Partnership
- ☐ Other (If debtor is not one of the above entities, check this box and state type of entity below.)

Nature of Business (Check one box)

- ☐ Health Care Business
- ☐ Single Asset Real Estate as defined in 11 U.S.C. § 101(51B)
- ☐ Railroad
- ☐ Stockbroker
- ☐ Commodity Broker
- ☐ Clearing Bank
- ☑ Other

Tax-Exempt Entity (Check box, if applicable)

- ☐ Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code.)

Chapter of Bankruptcy Code Under Which the Petition is Filed (Check one box)

- ☑ Chapter 7
- ☐ Chapter 9
- ☐ Chapter 11
- ☐ Chapter 12
- ☐ Chapter 13
- ☐ Chapter 15 Petition for Recognition of a Foreign Main Proceeding
- ☐ Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding

Nature of Debts (Check one box)

- ☐ Debts are primarily consumer debts, defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose."
- ☑ Debts are primarily business debts.

Filing Fee (Check one box)

- ☑ Full Filing Fee attached
- ☐ Filing Fee to be paid in installments (applicable to individuals only). Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b) See Official Form 3A.
- ☐ Filing Fee waiver requested (applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B.

Chapter 11 Debtors

Check one box:

- ☐ Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D).
- ☐ Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D).

Check if:

- ☐ Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than $2,190,000.

Check all applicable boxes

- ☐ A plan is being filed with this petition
- ☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).

Statistical/Administrative Information

- ☐ Debtor estimates that funds will be available for distribution to unsecured creditors.
- ☑ Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.

THIS SPACE IS FOR COURT USE ONLY

Estimated Number of Creditors

☑	☐	☐	☐	☐	☐	☐	☐	☐	☐
1-49	50-99	100-199	200-999	1,000-5,000	5,001-10,000	10,001-25,000	25,001-50,000	50,001-100,000	Over 100,000

Estimated Assets

☐	☐	☑	☐	☐	☐	☐	☐	☐	☐
$0 to $50,000	$50,001 to $100,000	$100,001 to $500,000	$500,001 to $1 million	$1,000,001 to $10 million	$10,000,001 to $50 million	$50,000,001 to $100 million	$100,000,001 to $500 million	$500,000,001 to $1 billion	More than $1 billion

Estimated Liabilities

☐	☐	☑	☐	☐	☐	☐	☐	☐	☐
$0 to $50,000	$50,001 to $100,000	$100,001 to $500,000	$500,001 to $1 million	$1,000,001 to $10 million	$10,000,001 to $50 million	$50,000,001 to $100 million	$100,000,001 to $500 million	$500,000,001 to $1 billion	More than $1 billion

Voluntary Petition *(This page must be completed and filed in every case)*	Name of Debtor(s): **Robert J. Wickman, Tanya L. Wickman**

All Prior Bankruptcy Cases Filed Within Last 8 Years (If more than two, attach additional sheet.)

Location Where Filed: **NONE**	Case Number:	Date Filed:
Location Where Filed:	Case Number:	Date Filed:

Pending Bankruptcy Case Filed by any Spouse, Partner or Affiliate of this Debtor (If more than one, attach additional sheet)

Name of Debtor: **NONE**	Case Number:	Date Filed:
District:	Relationship:	Judge:

Exhibit A

(To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11.)

☐ Exhibit A is attached and made a part of this petition.

Exhibit B

(To be completed if debtor is an individual whose debts are primarily consumer debts)

I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter. I further certify that I have delivered to the debtor the notice required by 11 U.S.C. § 342(b).

X **Not Applicable**
Signature of Attorney for Debtor(s) Date

Exhibit C

Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety?

☐ Yes, and Exhibit C is attached and made a part of this petition.

☑ No

Exhibit D

(To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D.)

☑ Exhibit D completed and signed by the debtor is attached and made a part of this petition.

If this is a joint petition:

☑ Exhibit D also completed and signed by the joint debtor is attached and made a part of this petition.

Information Regarding the Debtor - Venue
(Check any applicable box)

☑ Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District.

☐ There is a bankruptcy case concerning debtor's affiliate. general partner, or partnership pending in this District.

☐ Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this District. or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.

Certification by a Debtor Who Resides as a Tenant of Residential Property
(Check all applicable boxes.)

☐ Landlord has a judgment against the debtor for possession of debtor's residence. (If box checked, complete the following).

_____
(Name of landlord that obtained judgment)

_____
(Address of landlord)

☐ Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgment for possession, after the judgment for possession was entered, and

☐ Debtor has included in this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition.

☐ Debtor certifies that he/she has served the Landlord with this certification. (11 U.S.C. § 362(l)).

Voluntary Petition
(This page must be completed and filed in every case)

Name of Debtor(s):
Robert J. Wickman, Tanya L. Wickman

Signatures

Signature(s) of Debtor(s) (Individual/Joint)

I declare under penalty of perjury that the information provided in this petition is true and correct.
[If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12 or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7.
[If no attorney represents me and no bankruptcy petition preparer signs the petition] I have obtained and read the notice required by 11 U.S.C. § 342(b).

I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X **s/ Robert J. Wickman**
Signature of Debtor **Robert J. Wickman**

X **s/ Tanya L. Wickman**
Signature of Joint Debtor **Tanya L. Wickman**

Telephone Number (If not represented by attorney)

1/28/2010
Date

Signature of a Foreign Representative

I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition.

(Check only **one** box.)

☐ I request relief in accordance with chapter 15 of Title 11, United States Code. Certified Copies of the documents required by § 1515 of title 11 are attached.

☐ Pursuant to 11 U.S.C. § 1511, I request relief in accordance with the Chapter of title 11 specified in the petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.

X **Not Applicable**
(Signature of Foreign Representative)

(Printed Name of Foreign Representative)

Date

Signature of Attorney

X **/s/ Francis Wm. Henkels**
Signature of Attorney for Debtor(s)

Francis Wm. Henkels Bar No. 2305
Printed Name of Attorney for Debtor(s) / Bar No.

Henkels Law Office
Firm Name

1400 University Avenue, Suite D Dubuque, IA 52001
Address

(563) 557-1611 **(563) 557-9775**
Telephone Number

1/28/2010
Date

*In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect.

Signature of Non-Attorney Petition Preparer

I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official Form 19 is attached.

Not Applicable
Printed Name and title, if any, of Bankruptcy Petition Preparer

Social-Security number (If the bankruptcy petition preparer is not an individual, state the Social-Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.) (Required by 11 U.S.C. § 110.)

Address

X **Not Applicable**

Date

Signature of bankruptcy petition preparer or officer, principal, responsible person, or partner whose Social-Security number is provided above.

Names and Social-Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual.

If more than one person prepared this document, attach to the appropriate official form for each person.

A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 11 U.S.C. § 110; 18 U.S.C. § 156.

Signature of Debtor (Corporation/Partnership)

I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.

The debtor requests the relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X **Not Applicable**
Signature of Authorized Individual

Printed Name of Authorized Individual

Title of Authorized Individual

Date

B6A (Official Form 6A) (12/07)

In re: Robert J. Wickman Tanya L. Wickman
Debtors

Case No. _____ (If known)

SCHEDULE A - REAL PROPERTY

DESCRIPTION AND LOCATION OF PROPERTY	NATURE OF DEBTOR'S INTEREST IN PROPERTY	HUSBAND, WIFE, JOINT OR COMMUNITY	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION	AMOUNT OF SECURED CLAIM
Real Estate located at 1575 200th Ave., Manchester, Iowa, and legally described as follows, to-wit: The South 232 feet of the East 165 feet of the Northeast Quarter of the Southeast Quarter of Section 34, Township 90 North, Range 5 West of the 5th Principal Meridian. **Property Purchased: 10/08**	**Fee Owner**	**J**	**$ 60,000.00**	**$ 60,000.00**
	Total ➤		**$ 60,000.00**	

(Report also on Summary of Schedules.)

B6D (Official Form 6D) (12/07)

In re Robert J. Wickman Tanya L. Wickman, Debtors

Case No. _____ (If known)

SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS

☐ Check this box if debtor has no creditors holding secured claims to report on this Schedule D.

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE AND AN ACCOUNT NUMBER (See Instructions, Above.)	CODEBTOR	HUSBAND, WIFE, JOINT OR COMMUNITY	DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
ACCOUNT NO. [redacted] Community Savings Bank 101 E. Union Edgewood, IA 52042		J	08/01/2008 Security Agreement 1998 Mustang 31 foot Flatbed Trailer 2 Bale Squeezers 2-Bulk Bins 2-Bulk Bins 2-Calf Condos 2-Flex Lines 31 foot 5th Wheel Fladbed Trailer 5-Round Bale Feeders AC 190 Tractor, Diesel, WF Auger for Bins Bale Wrapper Case IHC Cattle Chute with Tub & Alley Featherlite 7 X 20 Livestock Trailer Hutchinson 8" by 14" Auger JD Chopper Box Round Pen, 10 Gates Rubber Tire Barn Scraper Stainless Steel Hog Feeders VALUE $31,955.00				46,000.00	0.00

2 continuation sheets attached

Subtotal > (Total of this page)	$ 46,000.00	$ 0.00
Total > (Use only on last page)	$	$

(Report also on Summary of Schedules) (If applicable, report also on Statistical Summary of Certain Liabilities and Related Data.)

B6D (Official Form 6D) (12/07)- Cont.

In re Robert J. Wickman Tanya L. Wickman, Debtors

Case No. _____ (If known)

SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS

(Continuation Sheet)

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE AND AN ACCOUNT NUMBER (See Instructions, Above.)	CODEBTOR	HUSBAND, WIFE, JOINT OR COMMUNITY	DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
ACCOUNT NO. [redacted] Community Savings Bank 101 E. Union Edgewood, IA 52042 Daniel H. Swift Attorney at Law 108 N. Madison St. P.O. Box 207 Manchester, IA 52057		J	10/05/2009 Security Agreement 6- Holstein Hefers Open 30 Beef Calves (approximately) VALUE $36,000.00				82,761.04	82,761.04
ACCOUNT NO. [redacted] Dupaco Community Credit Union 3299 Hillcrest Road P.O. Box 179 Dubuque, IA 52004-0179		J	03/01/2008 Security Agreement 2003 Honda VTX 1300 VALUE $2,000.00				3,186.00	1,186.00
ACCOUNT NO. N/A Ford Motor Credit Company P.O. Box 790093 St. Louis, MO 63179-0093		J	07/01/2007 Security Agreement 2007 Ford 500 VALUE $10,000.00				21,864.75	11,864.75
ACCOUNT NO. [redacted] HSBC Retail Services Dept. 7680 Carol Stream, IL 60116-7680		J	08/01/2009 Security Agreement Polaris ATV500 HO Sportsman (This 4 wheeler used soley for farming to gather cattle etc) VALUE $3,350.00				2,000.00	0.00

Sheet no. 1 of 2 continuation sheets attached to Schedule of Creditors Holding Secured Claims

Subtotal > (Total of this page)

Total > (Use only on last page)

$ 109,811.79	$ 95,811.79
$	$

(Report also on Summary of Schedules)

(If applicable, report also on Statistical Summary of Certain Liabilities and Related Data.)

B6D (Official Form 6D) (12/07)- Cont.

In re Robert J. Wickman Tanya L. Wickman, Debtors

Case No. _____ (If known)

SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS

(Continuation Sheet)

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE AND AN ACCOUNT NUMBER (See Instructions, Above.)	CODEBTOR	HUSBAND, WIFE, JOINT OR COMMUNITY	DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
ACCOUNT NO. N/A Mildred Fritz 311 South Tama Manchester, IA 52057		J	06/26/2009 First Lien on Residence Real Estate located at 1575 200th Ave., Manchester, Iowa, and legally described as follows, to-wit: The South 232 feet of the East 165 feet of the Northeast Quarter of the Southeast Quarter of Section 34, Township 90 North, Range 5 West of the 5th Principal Meridian. Property Purchased: 10/08 VALUE $60,000.00				60,000.00	0.00

Sheet no. 2 of 2 continuation sheets attached to Schedule of Creditors Holding Secured Claims

Subtotal > (Total of this page)

Total > (Use only on last page)

$ 60,000.00	$ 0.00
$ 215,811.79	$ 95,811.79

(Report also on Summary of Schedules)

(If applicable, report also on Statistical Summary of Certain Liabilities and Related Data.)

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

IN RE: ROBERT J. WICKMAN and TANYA L. WICKMAN, Debtors.	Chapter 7 Bankruptcy Case No. 10-00396
SHERYL SCHNITTJER, in her sole capacity as Trustee, Plaintiff, vs. MILDRED FRITZ, Defendant.	Adversary Case No. _____ **COMPLAINT TO AVOID PREFERENCE AND FOR OTHER RELIEF**

COMES NOW Sheryl Schnittjer, Chapter 7 Trustee herein ("Plaintiff" or "Trustee"), by and through her counsel, and in support of this Complaint respectfully states:

1. On February 24, 2010 ("Petition Date"), Robert J. Wickman and Tanya L. Wickman ("Debtors") filed a voluntary Chapter 7 Petition in this Court

2. On Schedule A, the Debtors listed their interest in a piece of real estate with a street address of 1575 - 200th Avenue, Manchester, Iowa ("Real Estate"), and the Real Estate and its description on Schedule A are by this reference incorporated herein as if set forth verbatim.

3. The Debtors purchased the Real Estate via a deed recorded on October 10, 2008.

4. According to the Debtors' §341 testimony, Mildred Fritz ("Defendant" or "Mildred") provided the Debtors with the funds to purchase the Real Estate.

5. On June 26, 2009, *i.e.* approximately nine months after the Debtors purchased the Real Estate via the October 10, 2008 deed, there was recorded in the Delaware County Recorder's Office a mortgage against the Real Estate, by which the Debtors pledged the Real Estate to Mildred, in the amount of $60,000.00.

6. Mildred is the mother of the Debtors.

7. This Court has subject matter jurisdiction of this Complaint by operation of 28 U.S.C. §§157 and 1334, 11 U.S.C. §§105, 541, 547, 550, and 551, and F.R.B.P. 7001. This Court's subject matter jurisdiction is further augmented by a General Reference Order issued by the United States District Court.

8. This is a core proceeding by operation of 28 U.S.C. §157(b)(2)(A), (F), (K), and/or (O).

9. To the extent, if at all, that this Complaint does not involve a core proceeding, the Plaintiff consents to the rendition of legal conclusions and the entry of final judgment by this Court.

10. Venue is proper in this Court and district by operation of 28 U.S.C. §1409.

11. The mortgage against the Real Estate in favor of Mildred constitutes a voidable preference.

12. The mortgage constituted transfer of an interest of the Debtors in property, *viz.* the Real Estate.

13. At the time of the recording and transfer of the mortgage, the Debtors owed money to Mildred, as evidenced by the Debtors' testimony at a §341 meeting that Mildred supplied the funds to enable the Debtors to purchase the property.

14. Mildred therefore was the holder of an antecedent debt against the Debtors, at the time of the recording and transfer of the mortgage against the Real Estate.

15. According to the schedules filed by the Debtors, the Debtors as of the Petition Date had liabilities of $396,030 and assets of $147,230.

16. Based on the information displayed on the Debtors' schedules as well as the Debtors' responses to the Statement of Financial Affairs, the Debtors did not incur any significant debts between June 2009 and February 2010.

17. Likewise, according to the Debtors' schedules and the Debtors' responses to the Statement of Financial Affairs, the Debtors did not make any significant transfer of property, between June 2009 and the Petition Date, other than the mortgage against the Real Estate in favor of Mildred.

18. As of June 1, 2009, therefore, the Debtors had more liabilities than assets.

19. Again, according to the Debtors schedules and Statement of Financial Affairs filed under oath by the Debtors, other than this Complaint being pursued by the Trustee, there does not appear to be any significant asset that will result in any dividend to any creditor.

20. As a result, the mortgage against the Real Estate in favor of Mildred enabled Mildred to receive more than what Mildred would have received, had Mildred participated as a general unsecured creditor in this estate, without the mortgage.

21. The mortgage in favor of Mildred against the Real Estate should therefore be avoided, pursuant to 11 U.S.C. §547, and preserved for the benefit of the estate and the Plaintiff Trustee, by operation of 11 U.S.C. §§550 and 551.

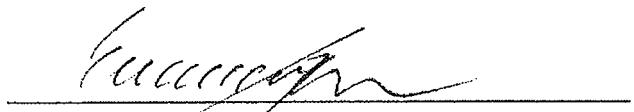
WHEREFORE, the Plaintiff Trustee respectfully prays that this Court on such notice and hearing as it may direct, enter and enroll an Order granting the Plaintiff and the estate the following relief:

A. Decreeing that the mortgage against the Real Estate in favor of Mildred void as a preference, pursuant to 11 U.S.C. §547;

B. Preserving the mortgage against the Real Estate in favor of the Trustee and the bankruptcy estate, pursuant to 11 U.S.C. §§550 and 551;

C. Otherwise entering judgment against Mildred and in favor of the Plaintiff Trustee for any and all losses suffered by the bankruptcy estate and the Trustee, together with interest; and,

D. Granting such further relief as may be just and proper under the premises.



Eric W. Lam, AT0004416
SIMMONS PERRINE MOYER BERGMAN PLC
115 Third Street SE, Suite 1200
Cedar Rapids, IA 52401
Tel: 319-366-7641; Fax: 319-366-1917
elam@simmonsperrine.com

ATTORNEY FOR PLAINTIFF TRUSTEE

Copy to:

Mildred Fritz
311 South Tama
Manchester, IA 52057

Daniel H. Swift
Swift & Swift
108 N. Madison Street
P. O. Box 207
Manchester, IA 52057-0207

Stephanie L. Hinz
Pickens, Barnes & Abernathy
10th Floor American Building
P. O. Box 74170
Cedar Rapids, IA 52407-4170

Francis Wm. Henkels
Attorney at Law
1400 University Avenue, Suite D
Dubuque, IA 52001

Chad C. Leitch
O'Connor & Thomas, P.C.
Roshek Building
700 Locust Street, Suite 200
Dubuque, IA 52001-6824

Office of US Trustee
Suite 400 Law Building
225 Second Street SE
Cedar Rapids, IA 52401

Sheryl Schnittjer
Chapter 7 Trustee
304 Gay Street
P. O. Box 375
Delhi, IA 52223-0375

EWL

\\spacfs\users\Ktheusch\WP\LAMBO\Wickman\Pldgs\Adv.Mildred.Complaint.052510.doc

B104 (FORM 104) (08/07)

ADVERSARY PROCEEDING COVER SHEET (Instructions on Reverse)	ADVERSARY PROCEEDING NUMBER (Court Use Only)

PLAINTIFFS	DEFENDANTS
Sheryl Schnittjer, in her sole capacity as Trustee	Mildred Fritz
ATTORNEYS (Firm Name, Address, and Telephone No.) Simmons Perrine Moyer Bergman PLC 115 Third St. SE, Suite 1200 Cedar Rapids, IA 52401-1266 Ph. (319)366-7641	**ATTORNEYS** (If Known) Unknown
PARTY (Check One Box Only) ☐ Debtor ☐ U.S. Trustee/Bankruptcy Admin ☐ Creditor ☐ Other ☑ Trustee	**PARTY** (Check One Box Only) ☐ Debtor ☐ U.S. Trustee/Bankruptcy Admin ☑ Creditor ☐ Other ☐ Trustee

CAUSE OF ACTION (WRITE A BRIEF STATEMENT OF CAUSE OF ACTION, INCLUDING ALL U.S. STATUTES INVOLVED)

Complaint to Avoid Preference and for Other Relief

NATURE OF SUIT

(Number up to five (5) boxes starting with lead cause of action as 1, first alternative cause as 2, second alternative cause as 3, etc.)

FRBP 7001(1) - Recovery of Money/Property
- ☐ 11-Recovery of money/property - §542 turnover of property
- ☑ 12-Recovery of money/property - §547 preference
- ☐ 13-Recovery of money/property - §548 fraudulent transfer
- ☐ 14-Recovery of money/property - other

FRBP 7001(2) - Validity, Priority or Extent of Lien
- ☐ 21-Validity, priority or extent of lien or other interest in property

FRBP 7001(3) - Approval of Sale of Property
- ☐ 31-Approval of sale of property of estate and of a co-owner - §363(h)

FRBP 7001(4) - Objection/Revocation of Discharge
- ☐ 41-Objection / revocation of discharge - §727(c), (d), (e)

FRBP 7001(5) - Revocation of Confirmation
- ☐ 51-Revocation of confirmation

FRBP 7001(6) - Dischargeability
- ☐ 66-Dischargeability - §523(a)(1),(14),(14A) priority tax claims
- ☐ 62-Dischargeability - §523(a)(2), false pretenses, false representation, actual fraud
- ☐ 67-Dischargeability - §523(a)(4), fraud as fiduciary, embezzlement, larceny

FRBP 7001(6) - Dischargeability (continued)
- ☐ 61-Dischargeability - §523(a)(5) domestic support
- ☐ 68-Dischargeability - §523(a)(6) willful and malicious injury
- ☐ 63-Dischargeability - §523(a)(8) student loan
- ☐ 64-Dischargeability - §523(a)(15) divorce or separation obligation (other than domestic support)
- ☐ 65-Dischargeability - other

FRBP 7001(7) - Injunctive Relief
- ☐ 71-Injunctive relief - imposition of stay
- ☐ 72-Injunctive relief - other

FRBP 7001(8) Subordination of Claim or Interest
- ☐ 81-Subordination of claim or interest

FRBP 7001(9) Declaratory Judgment
- ☐ 91-Declaratory judgment

FRBP 7001(10) Determination of Removed Action
- ☐ 01-Determination of removed claim or clause

Other
- ☐ SS-SIPA Case - 15 U.S.C. §§78aaa *et.seq.*
- ☐ 02-Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case)

☐ Check if this case involves a substantive issue of state law	☐ Check if this is asserted to be a class action under FRCP 23
☐ Check if a jury trial is demanded in complaint	Demand $66,000

Other Relief Sought

BANKRUPTCY CASE IN WHICH THIS ADVERSARY PROCEEDING ARISES		
NAME OF DEBTOR Robert J. Wickman and Tanya L. Wickman	BANKRUPTCY CASE NO. 10-00396	
DISTRICT IN WHICH CASE IS PENDING Northern District of Iowa	DIVISION OFFICE Dubuque	NAME OF JUDGE Paul J. Kilburg

RELATED ADVERSARY PROCEEDING (IF ANY)		
PLAINTIFF	DEFENDANT	ADVERSARY PROCEEDING NO.
DISTRICT IN WHICH ADVERSARY IS PENDING	DIVISION OFFICE	NAME OF JUDGE
SIGNATURE OF ATTORNEY (OR PLAINTIFF) /s/ Eric W. Lam		
DATE May 26 2010	PRINT NAME OF ATTORNEY (OR PLAINTIFF) Eric W. Lam #AT0004416 Attorney for Plaintiff Trustee	

INSTRUCTIONS

The filing of a bankruptcy case creates an "estate" under the jurisdiction of the bankruptcy court which consists of all of the property of the debtor, wherever that property is located. Because the bankruptcy estate is so extensive and the jurisdiction of the court so broad, there may be lawsuits over the property or property rights of the estate. There also may be lawsuits concerning the debtor's discharge. If such a lawsuit is filed in a bankruptcy court, it is called an adversary proceeding.

A party filing an adversary proceeding must also complete and file Form 104, the Adversary Proceeding Cover Sheet, unless the party files the adversary proceeding electronically through the court's Case Management/Electronic Case Filing system (CM/ECF). (CM/ECF captures the information on Form 104 as part of the filing process.) When completed, the cover sheet summarizes basic information on the adversary proceeding. The clerk of court needs the information to process the adversary proceeding and prepare required statistical reports on court activity.

The cover sheet and the information contained on it do no replace or supplement the filing and service of pleadings or other papers as required by law, the Bankruptcy Rules, or the local rules of court. The cover sheet, which is largely self-explanatory, must be completed by the plaintiff's attorney (or by the plaintiff if the plaintiff is not represented by an attorney). A separate cover sheet must be submitted to the clerk for each complaint filed.

Plaintiffs and **Defendants.** Give the names of the plaintiffs and defendants exactly as they appear on the complaint.

Attorneys. Give the names and addresses of the attorneys, if known.

Party. Check the most appropriate box in the first column for the plaintiffs and the second column for the defendants.

Demand. Enter the dollar amount being demanded in the complaint.

Signature. This cover sheet must be signed by the attorney of record in the box on the second page of the form. If the plaintiff is represented by a law firm, a member of the firm must sign. If the plaintiff is pro se, that is, not represented by an attorney, the plaintiff must sign.

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

IN RE: ROBERT J. WICKMAN and TANYA L. WICKMAN, Debtors.	Chapter 7 Bankruptcy Case No. 10-00396
SHERYL SCHNITTJER, in her sole capacity as Trustee, Plaintiff, vs. MILDRED FRITZ, Defendant.	Adversary Case No. 10-09047 **ORDER AND JUDGMENT**

The matter before the Court is a Motion for Entry of Default Judgment, filed by Plaintiff Trustee on July 28, 2010 (Docket #7). The Motion was supported by an affidavit. Further, on August 2, 2010, the Plaintiff submitted a Supplemental Affidavit (Docket #8). Previously, pursuant to request from the Plaintiff, the Clerk has entered default against the Defendant.

IT IS THEREFORE ORDERED that the Plaintiff's Motion is granted. Default Judgment is hereby entered against the Defendant Mildred Fritz. The mortgage described in the Plaintiff's Complaint is avoided as a preference, pursuant to 11

U.S.C. §547, and pursuant to 11 U.S.C. §§550 and 551, the mortgage is avoided for the benefit of the Plaintiff Trustee, and preserved for the bankruptcy estate.

DATED AND ENTERED this 4th day of August, 2010.

Bankruptcy Judge
U.S. Bankruptcy Court, Northern District of Iowa

ORDER PREPARED BY:
Eric W. Lam, AT0004416
Attorney for Plaintiff Trustee

Y:\WP\LAMBO\Wickman\Pldgs\Adv 10-09047\Adv.Order.Mot4EntryDefJudg.080310.doc

Book 2009 Page 2531
Document 2009 2531 Type 04 001 Pages 6
Date 6/26/2009 Time 2:36:51PM
Rec Amt $32.00

DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

2008-3178

REAL ESTATE MORTGAGE

THE IOWA STATE BAR ASSOCIATION
Official Form No. 128
Recorder's Cover Sheet

Preparer Information: (Name, address and phone number)
William D. Werger, 401 E. Main St., Manchester, IA 52057, Phone: (563) 927-5920

Taxpayer Information: (Name and complete address)
Robert and Tanya Wickman, 2051 155th St., Manchester, IA 52057

Return Document To: (Name and complete address)
William D. Werger, 401 E. Main St., Manchester, IA 52057, Phone: (563) 927-5920

Grantors:
Robert Wickman and Tanya Wickman

Grantees:
Mildred Fritz

Legal description: See Page 2

Document or instrument number of previously recorded documents:

© The Iowa State Bar Association 2005
IOWADOCS®

EXHIBIT
B
tabbies

THE IOWA STATE BAR ASSOCIATION Official Form No. 128	William D. Werger	FOR THE LEGAL EFFECT OF THE USE OF THIS FORM, CONSULT YOUR LAWYER

MORTGAGE

THIS MORTGAGE is made between
Robert Wickman and Tanya Wickman

("Mortgagors") and Mildred Fritz ("Mortgagee").

[X] If this box is checked, this Mortgage is a Purchase Money Mortgage as defined in the Iowa Code.

1. **Grant of Mortgage and Security Interest.** Mortgagors hereby sell, convey and mortgage unto Mortgagee, and grant a security interest to Mortgagee in the following described property:

a. **Land and Buildings.** All of Mortgagors' right, title and interest in and to the following described real estate situated in Delaware County, Iowa (the "Land");

The South two hundred thirty two (232) feet of the East one hundred sixty five (165) feet of the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼) of Section Thirty Four (34), Township Ninety (90) North, Range Five (5), West of the Fifth P.M.

and all buildings, structures and improvements now standing or at any time hereafter constructed or placed upon the Land (the "Buildings"), including all hereditaments, easements, appurtenances, riparian rights, mineral rights, water rights, rights in and to the lands lying in streets, alleys and roads adjoining the land, estates and other rights and interests now or hereafter belonging to or in any way pertaining to the Land.

b. **Personal Property.** All fixtures and other personal property integrally belonging to, or hereafter becoming an integral part of the Land or Buildings, whether attached or detached, including but not limited to, light fixtures, shades. rods, blinds, Venetian blinds, awnings, storm windows, screens, linoleum, water softeners, automatic heating and air-conditioning equipment and all proceeds, products, increase, issue, accessions, attachments, accessories, parts, additions, repairs, replacements and substitutes of, to, and for the foregoing (the "Personal Property").

c. **Revenues and Income.** All rents, issues, profits, leases, condemnation awards and insurance proceeds now or hereafter arising from the ownership, occupancy or use of the Land, Buildings and Personal Property, or any part thereof (the "Revenues and Income").

TO HAVE AND TO HOLD the Land, Buildings, Personal Property and Revenues and Income (collectively called the "Mortgaged Property"), together with all privileges, hereditaments thereunto now or hereafter belonging, or in any way appertaining and the products and proceeds thereof, unto Mortgagee, its successors and assigns.

2. **Obligations.** This Mortgage secures the following (hereinafter collectively referred to as the "Obligations"):

a. The payment of the loan made by Mortgagee to Robert Wickman and Tanya Wickman evidenced by a promissory note dated June 26th, 2009 in the principal amount of $ 60,000.00 with a due date of July 1, 2029, any renewals, extensions, modifications or refinancing thereof and any promissory notes issued in substitution therefor; and

b. All other obligations of Mortgagors to Mortgagee, now existing or hereafter arising, whether direct or indirect, contingent or absolute and whether as maker or surety, including, but not limited to, future advances and amounts advanced and expenses incurred by Mortgagee pursuant to this Mortgage.

c.

3. **Representations and Warranties of Mortgagors.** Mortgagors represent, warrant and covenant to Mortgagee that (i) Mortgagors hold clear title to the Mortgaged Property and title in fee simple in the Land; (ii) Mortgagors have the right, power and authority to execute this Mortgage and to mortgage, and grant a security interest in the Mortgaged Property; (iii) the Mortgaged Property is free and clear of all liens and encumbrances, except for real estate taxes not yet delinquent and except as otherwise stated in subparagraph 1a. herein; (iv) Mortgagors will warrant and defend title to the Mortgaged Property and the lien and priority of this Mortgage against all claims and demands of all persons, whether now existing or hereafter arising; and (v) all buildings and improvements now or hereafter located on the Land are, or will be, located entirely within the boundaries of the Land. (vi) Mortgagor not acting, directly or indirectly, for or on behalf of

© The Iowa State Bar Association 2008
IOWADOCS®

person, group, entity or nation named by any Executive Order of the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Mortgagor hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

4. **Payment and Performance of the Obligations.** Mortgagors will pay all amounts payable under the Obligations in accordance with the terms of the Obligations when and as due and will timely perform all other obligations of Mortgagors under the Obligations. The provisions of the Obligations are hereby incorporated by reference into this Mortgage as if fully set forth herein.

5. **Taxes.** Mortgagors shall pay each installment of all taxes and special assessments of every kind, now or hereafter levied against the Mortgaged Property before the same become delinquent, without notice or demand, and shall deliver to Mortgagee proof of such payment within fifteen (15) days after the date in which such tax or assessment becomes delinquent.

6. **Liens.** Mortgagors shall not create, incur or suffer to exist any lien, encumbrance, security interest or charge on the Mortgaged Property or any part thereof which might or could be held to be equal or prior to the lien of this Mortgage, other than the lien of current real estate taxes and installments of special assessments with respect to which no penalty is yet payable. Mortgagors shall pay, when due, the claims of all persons supplying labor or materials to or in connection with the Mortgaged Property.

7. **Compliance with Laws.** Mortgagors shall comply with all present and future statutes, laws, rules, orders, regulations and ordinances affecting the Mortgaged Property, any part thereof or the use thereof.

8. **Permitted Contests.** Mortgagors shall not be required to (i) pay any tax, assessment or other charge referred to in paragraph 5 hereof, (ii) discharge or remove any lien, encumbrance or charge referred to in paragraph 6 hereof, or (iii) comply with any statute, law, rule, regulation or ordinance referred to in paragraph 7 hereof, so long as mortgagors shall contest, in good faith, the existence, amount or the validity thereof, the amount of damages caused thereby or the extent of Mortgagors' liability therefor, by appropriate proceedings which shall operate during the pendency thereof to prevent (A) the collection of, or other realization upon the tax, assessment, charge or lien, encumbrances or charge so contested, (B) the sale, forfeiture or loss of the Mortgaged Property or any part thereof, and (C) any interference with the use or occupancy of the Mortgaged Property or any part thereof. Mortgagors shall give prompt written notice to Mortgagee of the commencement of any contest referred to in this paragraph 8.

9. **Care of Property.** Mortgagors shall take good care of the Mortgaged Property; shall keep the Buildings and Personal Property now or later placed upon the Mortgaged Property in good and reasonable repair and shall not injure, destroy or remove either the Buildings or Personal Property during the term of this Mortgage. Mortgagors shall not make any material alteration to the Mortgaged Property without the prior written consent of Mortgagee.

10. **Insurance.**

a. **Risks to be Insured.** Mortgagors, at their sole cost and expense, shall maintain insurance on the Buildings and other improvements now existing or hereafter erected on the Land and on the Personal Property included in the Mortgaged Property against loss by fire, extended coverage perils and such other hazards as Mortgagee may from time to time require, such insurance to have a "Replacement Cost" endorsement attached thereto, with the amount of the insurance at least equal to the balance of the Obligations. At Mortgagors' option, such policy may have a coinsurance clause of not less than 90% of replacement cost provided the policy contains an appropriate form of cost escalation endorsement. Mortgagors will at their sole cost and expense, from time to time, and at any time at the request of Mortgagee, provide Mortgagee with evidence satisfactory to Mortgagee of the replacement cost of Mortgaged Property. Mortgagors will maintain such other insurance as Mortgagee may reasonably require.

b. **Policy Provisions.** All insurance policies and renewals thereof maintained by Mortgagors pursuant to this Mortgage shall be written by an insurance carrier satisfactory to Mortgagee, be payable to the parties as their interest may appear, contain a standard or union-type loss payable clause in favor of Mortgagee, contain an agreement of the insurer that it will not amend, modify or cancel the policy except after thirty (30) days prior written notice to Mortgagee, and be reasonably satisfactory to Mortgagee in all other respects.

c. **Delivery of Policy or Certificate.** If requested by Mortgagee, Mortgagors will deliver to Mortgagee original policies satisfactory to Mortgagee evidencing the insurance which is required under this Mortgage, and Mortgagors shall promptly furnish to Mortgagee all renewal notices and, upon request of Mortgagee, evidence of payment thereof. At least ten (10) days prior to the expiration date of a required policy, Mortgagors shall deliver to Mortgagee a renewal policy in form satisfactory to Mortgagee.

d. **Assignment of Policy.** If the Mortgaged Property is sold at a foreclosure sale or if Mortgagee shall acquire title to the Mortgaged Property, Mortgagee shall have all of the right, title and interest of Mortgagors in and to any insurance policies required hereunder, and the unearned premiums thereon, and in and to the proceeds thereof resulting from any damage to the Mortgaged Property prior to such sale or acquisition.

e. **Notice of Damage or Destruction; Adjusting Loss.** If the Mortgaged Property or any part thereof shall be damaged or destroyed by fire or other casualty, Mortgagors will, within five (5) calendar days after the occurrence of such damage or destruction, give written notice thereof to the insurance carrier and to Mortgagee and will not adjust any damage or loss which is estimated by Mortgagors in good faith to exceed $25,000 unless Mortgagee shall have joined in or concurred with such adjustment; but if there has been no adjustment of any such damage or loss within four (4) months from the date of occurrence thereof and if an Event of Default shall exist at the end of such four (4) month period or at any time thereafter, Mortgagee may alone make proof of loss, adjust and compromise any claim under the policies, and appear in and prosecute any action arising from such policies. In connection therewith, Mortgagors do hereby irrevocably authorize, empower and appoint Mortgagee as attorney-in-fact for Mortgagor (which appointment is coupled with an interest) to do any and all of the foregoing in the name and on behalf of Mortgagors.

f. **Application of Insurance Proceeds.** All sums paid under any insurance policy required by this Mortgage shall be paid to Mortgagee, which shall, at its option, apply the same (after first deducting therefrom Mortgagee's expenses incurred in collecting the same including but not limited to reasonable attorney's fees) to the reduction of the Obligations or to the payment of the restoration, repair, replacement or rebuilding of Mortgaged Property that is damaged or destroyed in such manner as Mortgagee shall determine and secondly to the reduction of the Obligations. Any application of insurance proceeds to principal of the Obligations shall not extend or postpone the due date of the installments payable under the Obligations or change the amount of such installments.

g. **Reimbursement of Mortgagee's Expenses.** Mortgagors shall promptly reimburse Mortgagee upon demand for all of Mortgagee's expenses incurred in connection with the collection of the insurance proceeds, including but not limited to reasonable attorney's fees, and all such expenses shall be additional amounts secured by this Mortgage.

11. **Inspection.** Mortgagee, and its agents, shall have the right at all reasonable times, to enter upon the Mortgaged Property for the purpose of inspecting the Mortgaged Property or any part thereof. Mortgagee shall, however, have no duty to make such inspection. Any inspection of the Mortgaged Property by Mortgagee shall be entirely for its benefit and Mortgagors shall in no way rely or claim reliance thereon.

12. **Protection of Mortgagee's Security.** Subject to the rights of Mortgagors under paragraph 8 hereof, if Mortgagors fail to perform any of the covenants and agreements contained in this Mortgage or if any action or proceeding is commenced which affects the Mortgaged Property or the interest of the Mortgagee therein, or the title thereto, then Mortgagee, at Mortgagee's option, may perform such covenants and agreements, defend against or investigate such action or proceeding, and take such other action as Mortgagee deems necessary to protect Mortgagee's interest. Any amounts or expenses disbursed or incurred by Mortgagee in good faith pursuant to this paragraph 12 with interest thereon at the rate of 5 % per annum, shall become an Obligation of Mortgagors secured by this Mortgage. Such amounts advanced or disbursed by Mortgagee hereunder shall be immediately due and payable by Mortgagors unless Mortgagors and Mortgagee agree in writing to other terms of repayment. Mortgagee shall, at its option, be subrogated to the lien of any mortgage or other lien discharged in whole or in part by the Obligations or by Mortgagee under the provisions hereof, and any such subrogation rights shall be additional and cumulative security for this Mortgage. Nothing contained in this paragraph shall require Mortgagee to incur any expense or do any act hereunder, and Mortgagee shall not be liable to Mortgagors for any damage or claims arising out of action taken by Mortgagee pursuant to this paragraph.

13. **Condemnation.** Mortgagors shall give Mortgagee prompt notice of any action, actual or threatened, in condemnation or eminent domain and hereby assign, transfer and set over to Mortgagee the entire proceeds of any award or claim for damages for all or any part of the Mortgaged Property taken or damaged under the power of eminent domain or condemnation. Mortgagee is hereby authorized to intervene in any such action in the names of Mortgagors, to compromise and settle any such action or claim, and to collect and receive from the condemning authorities and give proper receipts and acquittances for such proceeds. Any expenses incurred by Mortgagee in intervening in such action or compromising and settling such action or claim, or collecting such proceeds shall be reimbursed to Mortgagee first out of the proceeds. The remaining proceeds or any part thereof shall be applied to reduction of that portion of the Obligations then most remotely to be paid, whether due or not, or to the restoration or repair of the Mortgaged Property, the choice of application to be solely at the discretion of Mortgagee.

14. **Fixture Filing.** From the date of its recording, this Mortgage shall be effective as a financing statement filed as a fixture filing with respect to the Personal Property and for this purpose the name and address of the debtor is the name and address of Mortgagors as set forth in paragraph 20 herein and the name and address of the secured party is the name and address of the Mortgagee as set forth in paragraph 20 herein.

15. **Events of Default.** Each of the following occurrences shall constitute an event of default hereunder ("Event of Default"):

a. Mortgagors shall default in the due observance or performance of or breach its agreement contained in paragraph 4 hereof or shall default in the due observance or performance of or breach any other covenant, condition or agreement on its part to be observed or performed pursuant to the terms of this Mortgage.

b. Mortgagors shall make an assignment for the benefits of its creditors, or a petition shall be filed by or against Mortgagors under the United States Bankruptcy Code or Mortgagors shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of a material part of its properties or of the Mortgaged Property or shall not, within thirty (30) days after the appointment of a trustee, receiver or liquidator of any material part of its properties or of the Mortgaged Property, have such appointment vacated.

c. A judgment, writ or warrant of attachment or execution, or similar process shall be entered and become a lien on or be issued or levied against the Mortgaged Property or any part thereof which is not released, vacated or fully bonded within thirty (30) days after its entry, issue or levy.

d. An event of default, however defined, shall occur under any other mortgage, assignment or other security document constituting a lien on the Mortgaged Property or any part thereof.

e.

16. **Acceleration; Foreclosure.** Upon the occurrence of any Event of Default and at any time thereafter while such Event of Default exists, Mortgagee may, at its option, after such notice as may be required by law, exercise one or more of the following rights and remedies (and any other rights and remedies available to it):

a. Mortgagee may declare immediately due and payable all Obligations secured by this Mortgage, and the same shall thereupon be immediately due and payable, without further notice or demand.

b. Mortgagee shall have and may exercise with respect to the Personal Property, all the rights and remedies accorded upon default to a secured party under the Iowa Uniform Commercial Code. If notice to Mortgagors of intended disposition of such property is required by law in a particular instance, such notice shall be deemed commercially reasonable if given to Mortgagors at least ten (10) days prior to the date of intended disposition.

c. Mortgagee may (and is hereby authorized and empowered to) foreclose this Mortgage in accordance with the law of the State of Iowa, and at any time after the commencement of an action in foreclosure, or during the period of redemption, the court having jurisdiction of the case shall at the request of Mortgagee appoint a receiver to take immediate possession of the Mortgaged Property and of the Revenues and Income accruing therefrom, and to rent or cultivate the same as he may deem best for the interest of all parties concerned, and such receiver shall be liable to account to Mortgagors only for the net profits, after application of rents, issues and profits upon the costs and expenses of the receivership and foreclosure and upon the Obligations.

17. **Redemption.** It is agreed that if this Mortgage covers less than ten (10) acres of land, and in the event of the foreclosure of this Mortgage and sale of the property by sheriff's sale in such foreclosure proceedings, the time of one year for redemption from said sale provided by the statues of the State of Iowa shall be reduced to six (6) months provided the Mortgagee, in such action files an election to waive any deficiency judgment against Mortgagors which may arise out of the foreclosure proceedings; all to be consistent with the provisions of Chapter 628 of the Iowa Code. If the redemption period is so reduced, for the first three (3) months after sale such right of redemption shall be exclusive to the Mortgagor, and the time periods in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to four (4) months.

It is further agreed that the period of redemption after a foreclosure of this Mortgage shall be reduced to sixty (60) days if all of the three following contingencies develop: (1) The real estate is less than ten (10) acres in size; (2) the Court finds affirmatively that the said real estate has been abandoned by the owners and those persons personally liable under this Mortgage at the time of such foreclosure; and (3) Mortgagee in such action files an election to waive any deficiency judgment against Mortgagors or their successors in interest in such action. If the redemption period is so reduced, Mortgagors or their successors in interest or the owner shall have the exclusive right to redeem for the first thirty (30) days after such sale, and the time provided for redemption by creditors as provided in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to forty (40) days. Entry of appearance by pleading or docket entry by or on behalf of Mortgagors shall be a presumption that the property is not abandoned. Any such redemption period shall be consistent with all of the provisions of Chapter 628 of the Iowa Code. This paragraph shall not be construed to limit or otherwise affect any other redemption provisions contained in Chapter 628 of the Iowa Code.

18. **Attorneys' Fees.** Mortgagors shall pay on demand all costs and expenses incurred by Mortgagee in enforcing or protecting its rights and remedies hereunder, including, but not limited to, reasonable attorneys' fees and legal expenses.

19. **Forbearance not a Waiver, Rights and Remedies Cumulative.** No delay by Mortgagee in exercising any right or remedy provided herein or otherwise afforded by law or equity shall be deemed a waiver of or preclude the exercise of such right or remedy, and no waiver by Mortgagee of any particular provisions of this Mortgage shall be deemed effective unless in writing signed by Mortgagee. All such rights and remedies provided for herein or which Mortgagee or the holder of the Obligations may have otherwise, at law or in equity, shall be distinct, separate and cumulative and may be exercised concurrently, independently or successively in any order whatsoever, and as often as the occasion therefor arises.

20. **Notices.** All notices required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the United States mail, postage prepaid, sent certified or registered, addressed as follows:

a. If to Mortgagors, to:
2051 155th St., Manchester, IA 52057

b. If to Mortgagee, to:
311 S. Tama St., Manchester, IA 52057

or to such other address or person as hereafter designated in writing by the applicable party in the manner provided in this paragraph for the giving of notices.

21. **Severability.** In the event any portion of this Mortgage shall, for any reason, be held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected thereby and shall continue to be valid and enforceable and if, for any reason, a court finds that any provision of this Mortgage is invalid, illegal, or unenforceable as written, but that by limiting such provision it would become valid, legal and enforceable then such provision shall be deemed to be written, construed and enforced as so limited.

22. **Further Assurances.** At any time and from time to time until payment in full of the Obligations, Mortgagors will, at the request of mortgagee, promptly execute and deliver to Mortgagee such additional instruments as may be reasonably required to further evidence the lien of this Mortgage and to further protect the security interest of Mortgagee with respect to the Mortgaged Property, including, but not limited to, additional security agreements, financing statements and continuation statements. Any expenses incurred by Mortgagee in connection with the recordation of any such instruments shall become additional Obligations of Mortgagors secured by this Mortgage. Such amounts shall be immediately due and payable by Mortgagors to Mortgagee.

23. **Successors and Assigns bound; Number; Gender; Agents; Captions.** The rights, covenants and agreements contained herein shall be binding upon and inure to the benefit of the respective legal representatives, successors and assigns of the parties. Words and phrases contained herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the contexts. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

24. **Governing Law.** This Mortgage shall be governed by and construed in accordance with the laws of the State of Iowa.

25. **Release of Rights of Dower, Homestead and Distributive Share.** Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the Mortgaged Property and waives all rights of exemption as to any of the Mortgaged Property.

26. **Acknowledgment of Receipt of Copies of Debt Instrument.** Mortgagors hereby acknowledge the receipt of a copy of this Mortgage together with a copy of each promissory note secured hereby.

27. **Additional Provisions.**

Dated: June 26, 2009

Robert Wickman

Tanya L Wickman

Tanya Wickman , Mortgagors

I UNDERSTAND THAT HOMESTEAD PROPERTY IS IN MANY CASES PROTECTED FROM THE CLAIMS OF CREDITORS AND EXEMPT FROM JUDICIAL SALE; AND THAT BY SIGNING THIS MORTGAGE, I VOLUNTARILY GIVE UP MY RIGHT TO THIS PROTECTION FOR THIS MORTGAGED PROPERTY WITH RESPECT TO CLAIMS BASED UPON THIS MORTGAGE.

Dated: June 26, 2009

Robert Wickman

Dated: June 26, 2009

Tanya L Wickman

Tanya Wickman

STATE OF IOWA , COUNTY OF DELAWARE

This instrument was acknowledged before me on 26th day of June, 2009, by Robert Wickman and Tanya Wickman, husband and wife

WILLIAM D. WERGER
Commission Number 129812
My Commission Expires
October 6, 2010

, Notary Public