

FILED NO. 1263

BOOK 40 PAGE 7 Fee \$30.00

90 DEC 18 AM 11: 57

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF IOWA
CENTRAL DIVISION

FILED
DES MOINES, IOWA

90 JUL 30 PM 12: 05

MARY E. WELTY
RECORDER

MADISON COUNTY, IOWA

HARRY E. SAXTON and RUTH B.
SAXTON, Husband and Wife,

Plaintiffs,

v.

UNITED STATES OF AMERICA,
CLAYTON YEUTTER, SECRETARY OF
THE UNITED STATES DEPARTMENT OF
AGRICULTURE (USDA), et al.,

Defendants.

Civil No. 89-574-E

SETTLEMENT AGREEMENT AND
STIPULATION OF DISMISSAL
BETWEEN PLAINTIFFS AND
FEDERAL DEFENDANTS

It is hereby stipulated and agreed by and between
plaintiffs and federal defendants in the above-captioned action
as follows:

WHEREAS, plaintiff instituted this civil action against
federal defendants by complaint on or about August 25, 1989;

WHEREAS, federal defendants served an answer to the
complaint on October 23, 1989 denying that plaintiffs are
entitled to relief from federal defendants herein;

WHEREAS, plaintiffs and federal defendants mutually
desire to settle and terminate all aspects of the action between
them without further costly and protracted litigation upon the
following terms and conditions;

NOW, THEREFORE, without trial of the issues herein,
plaintiffs and federal defendants agree as follows:

1. Plaintiffs agree to dismiss all claims against
federal defendants herein with prejudice to the relitigation of
these claims in this or any other forum.

2. Federal defendants agree that plaintiffs may retain their homestead, consisting of all buildings thereon and forty (40) acres as described in Exhibit 'A', attached hereto. The parties agree on the following terms and conditions:

(a) Farmers Home Administration will execute a mortgage release on the homestead property.

(b) The 1989 CRP payment in plaintiffs' names shall be paid in the amount of \$17,058.00 to Harry E. Saxton and Ruth B. Saxton and James G. Tomka, attorney, with the remaining \$10,000.00 to Donald F. Neiman, trustee in bankruptcy, 88-191-C.

(c) The 1990 CRP payment in plaintiffs' names shall be paid to the United States of America except that the amount of \$8,750 shall be paid to Harry E. Saxton and Ruth B. Saxton; additionally, that any conservation reserve program (CRP) payments for 1990 attributed to the homestead will be retained by the plaintiffs.

(d) Farmers Home Administration agrees to assume the Saxtons' CRP contract in full on 482 acres immediately upon the signing of this agreement. That plaintiffs are to maintain the property which is the subject of this litigation as required by their CRP contract until such time as the 1990 CRP payment is disbursed.

(e) That plaintiffs retain any and all rights pursuant to statute or regulations to reacquire the property which is the subject of this litigation.

3. The parties hereto expressly stipulate and agree that no practices of the United States Department of Agriculture

challenged in the above-referenced action shall be deemed violative of any law or regulation by virtue of this litigation or Agreement. Nor shall this settlement constitute an admission of any liability with respect to the merits of the above-captioned case.

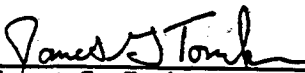
4. The parties hereto expressly agree and intend that this Agreement shall be in full and final accord and satisfaction of any and all claims asserted against, or that could have been asserted against, federal defendants in this litigation, and that each party will bear its own costs and expenses including attorney fees.

5. Plaintiff further expressly agrees to take no action seeking the payment of attorneys' fees by federal defendants under the Equal Access to Justice Act (28 U.S.C. §2412) or otherwise.

6. This Agreement constitutes the entire understanding of the undersigned parties and shall become binding and effective, after its execution by the respective parties' representatives, on the date that the Court enters the accompanying Order dismissing this action against federal defendants with prejudice.

WHEREFORE, the parties to this Agreement and their undersigned representatives, have duly cause this Agreement to be executed on their behalf as follows:

FOR PLAINTIFFS:

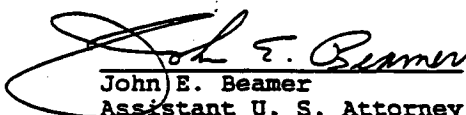

James G. Tomka
5525 Meredith Drive
Suite C
Des Moines, IA 50310-1455


Harry E. Saxton


Ruth B. Saxton

FOR FEDERAL DEFENDANTS:

United States of America
Gene W. Shepard
United States Attorney


John E. Beamer
Assistant U. S. Attorney

115 U.S. Courthouse
Des Moines, Iowa 50309
Tel: (515) 284-6257

IN THE IOWA DISTRICT COURT
MADISON COUNTY

FILED
93 APR 19 11:40

FIRST NATIONAL BANK
IN CRESTON
Plaintiff,
vs.
HARRY E. SAXTON and
RUTH B. SAXTON et al.
Defendant.

CASE #23070

MOTION FOR SEPARATE
REDEMPTION OF HOMESTEAD

INDEXED IN
HOMESTEAD REC.
1, Page 259.

FILED NO. 2108

BOOK 126 PAGE 576

90 APR 24 AM 8:38

MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee \$5.

COME NOW Harry and Ruth Saxton and moves the Court pursuant to Iowa Code Section 654.16 and request Separate Redemption of their Homestead and in support thereof states:

1. That Harry and Ruth Saxton designate the following described property as their homestead:

"The south 797 feet of the west 1,725 feet of the southwest quarter of Section 25, T74N, R29W of the 5th P.M., Madison County, Iowa; AND

The north 208 feet of the west 1,725 feet of the northwest quarter of Section 36, T74N, R29W of the 5th P.M., Madison County, Iowa."

See attached exhibits 1, 2 and 3.

2. This described homestead contains the Saxton's home and forty acres.

WHEREFORE pursuant to Iowa Code 654.16 Saxtons request that if their designated homestead is sold at a foreclosure sale that the Court determine a fair market value of the designated homestead so that the Saxtons' may redeem the designated homestead by tendering the fair market value (determined as pursuant to Section 654.16) at anytime within two years from the date of the foreclosure sale.

James G. Tomka
James G. Tomka
5525 Meredith Drive, Suite C
Des Moines, Iowa 50310-2334
(515) 270-6681

PROOF OF SERVICE
The undersigned certifies that the foregoing instrument was served upon all parties to the above-captioned case by depositing a copy thereof in the U.S. Mail, postage prepaid, in accordance with the provisions of the Iowa Code, and that a copy of the same was filed with the recorder of said county on the date and at the place specified in the foregoing, on
APR 10 1993
[Signature]

RECORDERS NOTE:
No Exhibits attached
One (1) page filed only

EXHIBIT A

FILED
DES MOINES, IOWA

90 JUL 30 PM 12:06

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF IOWA
CENTRAL DIVISION

CLERK U.S. DISTRICT COURT
SOUTHERN DISTRICT OF IOWA

HARRY E. SAXTON and RUTH B.
SAXTON, Husband and Wife,

Plaintiffs,

v.

UNITED STATES OF AMERICA,
CLAYTON YEUTER, SECRETARY OF
THE UNITED STATES DEPARTMENT OF
AGRICULTURE (USDA), et al.,

Defendants.

Civil No. 89-574-E

ORDER OF DISMISSAL AND
FINAL JUDGMENT AS TO
FEDERAL DEFENDANTS

This matter having come before the Court on the Agreement of Settlement and Dismissal between plaintiffs and federal defendants; and the Court having duly considered the matter, being fully advised of the premises, and expressly determining that there is no just reason for delay; it is therefore, this 30 day of July, 1990 hereby:
ORDERED that this civil action against federal defendants is hereby dismissed with prejudice, in accordance with the terms of the above-referenced Agreement, and final judgment is accordingly entered, pursuant to the Federal Rules of Civil Procedure.


UNITED STATES DISTRICT JUDGE