

COMPARED

Inst. No. 1855 Filed for Record this 18 day of March 19 91 at 2:17 PM
 Book 40 Page 197 Recording Fee \$320.00 Michelle Utaler, Recorder, By Shirley H. Henry Deputy

E OF IOWA,
 SON COUNTY, SS.

NATIONAL ARCHIVES AND RECORDS ADMINISTRATION

To all to whom these presents shall come. Greeting:

By virtue of the authority vested in me by the Archivist of the United States, I certify on his behalf, under the seal of the National Archives and Records Administration, that the attached reproduction(s) is a true and correct copy of documents in his custody.



SIGNATURE <i>Linda M. Stubbs</i>	
NAME Linda M. Stubbs	DATE 9-18-90
TITLE Asst. Director Federal Record Center	
NAME AND ADDRESS OF DEPOSITORY National Archives and Records Center 2312 East Bannister Road Kansas City, Missouri 64131	

NA FORM 13040 (10-86)

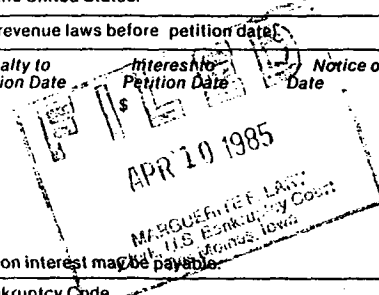
COMPARED

Form 6338 (Rev. September, 1982)	Department of the Treasury — Internal Revenue Service	Case Number 84-1556-C
	Proof of Claim for Internal Revenue Taxes (Bankruptcy Code Cases)	Type of Bankruptcy Case Chapter 7
United States Bankruptcy Court for the <u>Southern</u> District of <u>Iowa</u>		Date of Petition 10-05-84
In the Matter of: Nicholas C. and Julie K. Bek Route 1 St. Charles, Iowa 50240 (his) 413 19th Street West Des Moines, Iowa 50265 (hers)		Social Security Number [REDACTED]
<u>Amendment No. One to Proof of Claim dated January 7, 1985.</u>		Employer Identification Number

- The undersigned, whose business address is P.O. Box 313 Des Moines IA. 50302, is the agent of the Department of Treasury, Internal Revenue Service, and is authorized to make this proof of claim on behalf of the United States.
- The debtor is indebted to the United States in the sum of \$ 144.78 as of the petition date.
- The amount of all payments on this claim has been credited and deducted for the purpose of making this claim.
- The ground of liability is taxes due under the internal revenue laws of the United States.

A. Secured Claims (Notice of Federal tax lien filed under internal revenue laws before petition date)

Kind of Tax	Tax Period	Date Tax Assessed	Tax Due	Penalty to Petition Date	Interest to Petition Date	Notice of Tax Lien Filed: Date	Office Location
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For the purposes of section 506(b) of the Bankruptcy Code, post petition interest may be payable.

B. Unsecured Priority Claims under section 507 (a) (6) of the Bankruptcy Code

Kind of Tax	Tax Period	Date Tax Assessed	Tax Due	Interest to Petition Date
Income	1983	04-23-84	\$	\$ 0.00 93.00

C. Unsecured General Claims

Kind of Tax	Tax Period	Date Tax Assessed	Tax Due	Interest to Petition Date
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Penalty to date of petition on unsecured priority claims \$ 51.78
 Penalty to date of petition on unsecured general claims \$

- No note or other negotiable instrument has been received for the account or any part of it, except None.
- No judgment has been rendered on this claim, except None.
- This claim is not subject to any set off or counterclaim, except None.
- No security interest is held, except for the secured claims listed in item 4A above and None.
- To the extent that post petition penalties and interest are nondischargeable and remain unpaid, they may be collectible from the debtor.

Penalty for Presenting Fraudulent Claim—Fine of not more than \$5,000 or Imprisonment for not more than 5 years or both—Title U.S.C. Section 152.	Signature <u>R. Collins</u>	Date April 5, 1985
	Title Chief, Special Procedures Staff	Telephone Number 515-284-4602 pa

Part 1 — For Court (or Fiduciary, if required by local procedures)

Form 6338 (Rev. 9-82)

**Internal Revenue Service
District Director****Department of the Treasury****Date:** April 5, 1985 pa**In the Matter of:** Nicholas C. and
Julie K. Bek
Chapter 7 - Case No. 84-1556-C
IRS Person to Contact:
M. Muta
Contact Telephone Number:
515-284-4602▷ **Clerk, U.S. Bankruptcy Court
318 U.S. Court House
Des Moines, Iowa 50309**

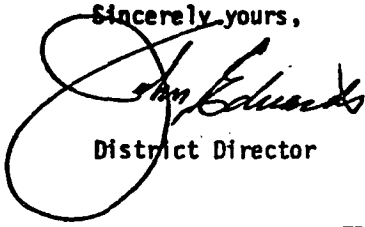
We have enclosed a Proof of Claim, in duplicate, relating to the bankruptcy proceeding noted above.

Please file the original and acknowledge its receipt by stamping or endorsing the duplicate copy and returning it to us. An addressed, postpaid envelope is enclosed for your convenience.

If you have any questions, please contact the person whose name and telephone number are shown above.

Thank you for your cooperation.

Sincerely yours,



District Director

Enclosures:
Proof of Claim in duplicate
Envelope

Copy to United States Attorney

RECEIVED

APR 10 1985

MARGUERITE F. LARY
Clerk, U.S. Bankruptcy Court
Des Moines, Iowa

Form **6338**
 v. September, 1982)

Department of the Treasury — Internal Revenue Service
Proof of Claim for Internal Revenue Taxes
(Bankruptcy Code Cases)

Case Number
84-1556-C
 Type of Bankruptcy Case
Chapter 7
 Date of Petition
10-05-84
 Social Security Number
 [REDACTED]
 Employer Identification Number

United States Bankruptcy Court for the Southern District of Iowa
 Matter of: **Nicholas C. and Julie K. Bek**
 Route 1
 St. Charles, Iowa 50240 (his)
 413 19th Street
 West Des Moines, Iowa 50265 (hers)

I, the undersigned, whose business address is P.O. Box 313 Des Moines IA, 50302, is the agent of the Department of Treasury, Internal Revenue Service, and is authorized to make this proof of claim on behalf of the United States.
 The debtor is indebted to the United States in the sum of \$ 2,108.92 as of the petition date.
 The amount of all payments on this claim has been credited and deducted for the purpose of making this claim.
 The ground of liability is taxes due under the internal revenue laws of the United States.

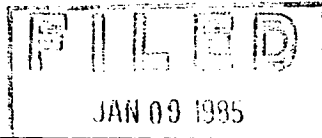
Secured Claims (Notice of Federal tax lien filed under internal revenue laws before petition date)

Year of Tax	Tax Period	Date Tax Assessed	Tax Due	Penalty to Petition Date	Interest to Petition Date	Notice of Tax Lien Filed: Date	Office Location
-------------	------------	-------------------	---------	--------------------------	---------------------------	--------------------------------	-----------------

For the purposes of section 506(b) of the Bankruptcy Code, post petition interest may be payable.

Unsecured Priority Claims under section 507 (a) (6) of the Bankruptcy Code

Year of Tax	Tax Period	Date Tax Assessed	Tax Due	Interest to Petition Date
	1983	04-23-84	\$ 1,813.00	\$ 189.75



Insecured General Claims

Year of Tax	Tax Period	Date Tax Assessed	Tax Due	Interest to Petition Date
-------------	------------	-------------------	---------	---------------------------

Penalty to date of petition on unsecured priority claims \$ 106.17
 Penalty to date of petition on unsecured general claims \$ ---

No note or other negotiable instrument has been received for the account or any part of it, except None
 No judgment has been rendered on this claim, except None
 This claim is not subject to any set off or counterclaim, except None
 No security interest is held, except for the secured claims listed in item 4A above and None
 To the extent that post petition penalties and interest are nondischargeable and remain unpaid, they may be collectible from the debtor.

Authority for Presenting Fraudulent Claim—Fine of not more than 10 or imprisonment for not more than 5 years or both—Title S.C. Section 152.	Signature <u>R. Collins</u>	Date <u>January 7, 1985</u>
	Title <u>Chief, Special Procedures Staff</u>	Telephone Number <u>515-284-4602</u> pa

1—For Court (or Fiduciary, if required by local procedures)

Form 6338 (Rev. 9-82)

Internal Revenue Service
District Director

Department of the Treasury

Date: January 7, 1985 pa

In the Matter of: Nicholas C. and
Julie K. Bek
Chapter 7 - Case No. 84-1556-C

IRS Person to Contact:
M.L. Muta

Contact Telephone Number:
515-284-4602

▷ Clerk, U.S. Bankruptcy Court
318 U.S. Court House
Des Moines, Iowa 50309

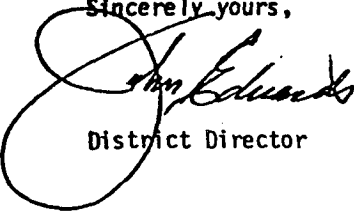
We have enclosed a Proof of Claim, in duplicate, relating to the bankruptcy proceeding noted above.

Please file the original and acknowledge its receipt by stamping or endorsing the duplicate copy and returning it to us. An addressed, postpaid envelope is enclosed for your convenience.

If you have any questions, please contact the person whose name and telephone number are shown above.

Thank you for your cooperation.

Sincerely yours,


District Director

Enclosures:
Proof of Claim in duplicate
Envelope

Copy to United States Attorney

RECEIVED

JAN 9 1985

MARGUERITE F. LAFY
Clerk, U.S. Bankruptcy Court
Des Moines, Iowa

UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF IOWA

DEC 13 1984

IN RE

NICHOLAS CARL BEK)
JULIE KAY BEK)

)
)
) Bankruptcy No. # 84-1556-C
)
)

Debtor(s))

PROOF OF CLAIM OF THE UNITED
STATES OF AMERICA IN BEHALF OF
COMMODITY CREDIT CORPORATION

(1) The undersigned, Graydon Anderson, of the City of Des Moines, State of Iowa, is the State Executive Director, Agricultural Stabilization and Conservation Service, State of Iowa, and is authorized to make this Proof of Claim on behalf of the Commodity Credit Corporation.

(2) The debtors were at the time of the filing of the petition initiating this case, and still are indebted to the Commodity Credit Corporation in the total sum of \$8,421.61 , consisting of \$8,421.69 principal and \$ NONE interest, accrued to October 5, 1984 plus interest accruing thereafter at the daily rate of \$ N/A

(3) The consideration for said debt is loans and advances for the account of said debtor pursuant to the Commodity Credit Corporation Charter Act, 15 U.S.C. 714, et seq., or the Agricultural Act of 1949, as amended, 7 U.S.C. 1421, et seq. The loans are evidenced by the following combined promissory notes and security agreements, on the described security, valued by the claimant in the amount shown below:

<u>Date</u>	<u>Amount</u>	<u>Security</u>	<u>Balance</u>	<u>Value</u>
10-11-79	\$18,068.63	NONE	\$8,421.61	N/A

- (4) The amount all payment received has been credited and deducted for the purpose of making this Proof of Claim.
- (5) No judgment has been rendered on this claim.
- (6) This claim is not subject to any setoff or counterclaim.
- (7) No security interest is held for this claim except that listed below.

The Commodity Credit Corporation claims a security interest and perfection of same under the following security instruments:

<u>Type of Instrument</u>	<u>Date</u>	<u>Time and Place of Filing or Recording</u>
NONE		

- (8) The promissory notes and security instruments upon which this claim is based are attached hereto and made a part hereof.

Dated: November 28, 1984.

UNITED STATES OF AMERICA
COMMODITY CREDIT CORPORATION

By: *Graydon Anderson*
Graydon Anderson, State Executive Director
Agricultural Stabilization and
Conservation Service
Room 937 Federal Building
Des Moines, Iowa 50309

To: The Honorable Bankruptcy Judge:

Please take notice that the undersigned is attorney of record for the United States Of America, and that service of all notices and papers affecting this claim should be made upon the undersigned at the address given below.

RICHARD C. TURNER
United States Attorney for the Southern
District of Iowa
122 U.S. Courthouse, Des Moines, Iowa
50309

By: *Lee M. Jackwig*
Lee M. Jackwig
Assistant United States Attorney for said
district

CCC-19a (16-2-77) U. S. DEPARTMENT OF AGRICULTURE Agricultural Stabilization and Conservation Service Commodity Credit Corporation	STATE & COUNTY CODE 19 121	LOAN APPLICATION AND APPROVAL NO. CCC 9475
	INTEREST RATE AT DISBURSEMENT 10.5%	AMOUNT FINANCED 18,068.63
PROMISSORY NOTE AND SECURITY AGREEMENT NAME AND ADDRESS OF BORROWER Nicholas C. Bek RR 1 Box 128 St. Charles, Ia. 50240	ANNUAL PERCENTAGE RATE AT DISBURSEMENT 10.5%	FINANCE CHARGE* 7,588.82
	NO. ANNUAL INSTALLMENTS seven	TOTAL OF PAYMENTS* 25,657.45
	*Assuming installments are paid on anniversary date of the interest rate shown above.	

For value received under Loan Application and Approval No. shown above, the undersigned Borrower(s) (hereinafter referred to as Debtor), jointly and severally promise to pay to the order of CCC the principal amount shown above as "Amount Financed" payable in the number of equal annual installments shown above with interest on the unpaid balance, computed on a daily basis from the date of disbursement or from the date of the last repayment at the "Interest Rate at Disbursement" specified above. Equal loan installments, plus interest on the unpaid balance, are due and payable during each 12 months of the loan period beginning on the first anniversary of the date of this note; Provided, however, That prepayment may be made in full or in part at any time before maturity. Payments shall be applied first to accrued interest and then to principal. Payment of loan installments and interest shall be made by check, cash, money order, or by deduction from amounts due Debtor for price support loans or purchases, resale or extended loan storage payments, deficiency payments, or set-aside payments made by CCC. Any delinquent installment may be deducted and paid out of any amounts due Debtor under any program carried out by the Department of Agriculture or any other agency of the United States. The makers and endorsers severally waive presentment for payment, demand, protest, notice of protest, and notice of nonpayment of this note.

Debtor hereby grants to CCC and to any subsequent holder thereof, as collateral security for the payment of this note, plus interest and charges, a security interest in the following described farm storage or drying equipment, or both, (hereinafter called "collateral"), to wit: one steel bin(10,600) roof safety ring & ladder; ladders, in out; walk in door; lok flr.; steel support legs; entr. collar; trans.; one fan, 10-12HP w/ starter; heater; temp & Hum. Htr. Contr.; 1/2HP - spreader; 2-auger stirway; vert. unload aug bin sweep; 7 1/2HP mtr. hoppers; foundation, frt. tax, labor-one bin sweep; hor. hd. & tube, 3-HP mtr and the proceeds of any disposition thereof: Provided, however, That this shall not be construed as authorizing the sale or other disposition of the collateral without prior written authority of CCC. Said collateral is to be located & belt upon the premises in Debtor's possession described, to wit: existing 3,000 bin, frt. tax & erection

SW 1/4 NE 1/4 Sec. 12 Scott Twp.

To have and to hold the collateral forever upon condition that if Debtor shall pay or cause to be paid the note as herein set forth, these presents to be null and void, otherwise they are to be in full force and effect.

The above provisions and those on the reverse side hereof have been read and considered by the undersigned. It is agreed that by signing this combined Promissory Note and Security Agreement (hereinafter called "note and security agreement"), they make the representations, warranties, and certification, and agree to all the terms and conditions specified in this instrument including the provisions on the reverse side hereof which are made a part of this instrument.

COMMODITY CREDIT CORPORATION,
Secured Party

By Lester J. Madison, Actg. Dir.

Title County Executive Director, Actg.
For Madison County ASC Committee
Date of Disbursement 10/11/79

Nicholas C. Bek
(SIGNATURE OF DEBTOR)

(SIGNATURE OF DEBTOR'S SPOUSE)

10/11/79

(DATE OF EXECUTION)

1. Debtor represents, covenants, and agrees that:
 - (a) He is absolute and exclusive owner of the collateral, said collateral is free from all liens, encumbrances, or other security interests, and he will warrant and defend the collateral against the claims of all other persons.
 - (b) He will use the loan funds secured hereby for the purpose for which they are advanced and will properly care for the collateral and keep it in good condition and available for the storing and conditioning of price support commodities until the loan is repaid. Debtor will promptly pay when due all indebtedness secured hereby, all taxes, liens, and other charges assessed upon or attaching to the collateral and will not encumber the collateral, remove, sell, or otherwise dispose of the collateral or of any interest therein or permit others to do so.
 - (c) Any authorized representative of CCC may at any time enter upon the premises where the collateral is located and inspect the same.
 - (d) If any amounts required herein to be paid by him are not paid when due, they may be paid by CCC which shall be secured for such payments and interest thereon at the rate borne by the note. Such payments shall be due and payable to CCC immediately without demand at the place designated in the note.
2. Debtor certifies that the evidence furnished the county committee as to the cost of the collateral represents the total cost of such property and that all debts on the property in excess of the amount of the loan have been paid, that he has read this note and security agreement and that he understands and agrees that the loan is made subject to and in consideration of the representations, warranties and agreements contained therein, and that this note is subject to the present regulations of CCC and to its future regulations not inconsistent with the express provisions hereof.
3. Upon default hereunder (*whether by failure to pay promptly any indebtedness or installment thereof or interest thereon, or to perform any covenants or agreements herein contained*), or if any of Debtor's representations or warranties herein or in the loan application prove false, or upon the death, bankruptcy, insolvency, or incompetency of Debtor, or attachment or levy on collateral by any court process:
 - (a) CCC may declare the entire indebtedness secured hereby immediately due and payable. In that event, CCC may remove the collateral and sell same, at such time, in such manner, for cash or upon such terms and conditions as it may determine, at private or public sale, and without demand, advertisement, or notice of the time and place of sale or adjournment thereof, or otherwise.
 - (b) Debtor hereby waives all rights of notice, appraisal, compulsory disposition, exemption, and redemption he may otherwise have by law.
 - (c) A default will exist under any other security instrument held by CCC and executed or assumed by Debtor on real or personal property, and default under any such other security instrument will constitute default hereunder.
4. If the collateral is acquired by CCC through foreclosure or other means, at the option of CCC and at no expense to CCC, such property shall remain on the above described real estate for a period not to exceed six (6) months after the date of acquisition by CCC.
5. Proceeds for disposition of the collateral shall be applied first on expenses of retaking, holding, preparing for sale, selling, and for payment of reasonable attorneys' fees and legal expenses incurred by CCC, second to the satisfaction of indebtedness secured hereby, third to the satisfaction of subordinate security interests to the extent required by law, fourth to any other obligations of Debtor owing to or insured by CCC, and fifth to Debtor. Debtor will be liable for any deficiency owed to CCC after such disposition of proceeds of collateral.
6. It is the intent of Debtor and CCC that to the extent permitted by law and for the purpose of this note and security agreement the collateral covered hereby shall remain personalty and shall not be assessed to other goods.
7. If any provisions of this note and security agreement is held invalid or unenforceable it shall not affect any other provisions hereof, but this note and security agreement shall be construed as if it had never contained such invalid or unenforceable provision.
8. The rights and privileges of CCC under this note and security agreement shall inure to the benefit of its successors and assigns. All covenants, warranties, representations, and agreements of Debtor contained in this note and security agreement are joint and several and shall bind personal representatives, heirs, successors, and assigns.

United States Bankruptcy Court

For the SOUTHERN District of IOWA

In re NICHOLAS CARL BEK and
JULIE KAY BEK
Debtor* Route 1, St. Charles, Ia. (his)
413 19th, Des Moines, Ia. (hers)
PROOF OF CLAIM

Case No. 84-1556-C

1. *[If claimant is an individual claiming for himself]* The undersigned, who is the claimant herein, resides at**

[If claimant is a partnership claiming through a member] The undersigned, who resides at**

is a member of
composed of the undersigned and
of**
doing business at**

and is authorized to make this proof of claim on behalf of the partnership.

[If claimant is a corporation claiming through an authorized officer] The undersigned, who resides at**

is the
a corporation organized under the laws of
and doing business at**

and is authorized to make this proof of claim on behalf of the corporation.

[If claim is made by agent] The undersigned, who resides at** Bertroche Law Offices, P.O. Box 2745,
Des Moines, Iowa is the agent of Mercy Hospital

of** Des Moines, Iowa

authorized to make this proof of claim on behalf of the claimant.

2. The debtor was, at the time of the filing of the petition initiating this case, and still is indebted [or liable] to this claimant, in the sum of

\$ 5,259.56

3. The consideration for this debt [or ground of liability] is as follows:

See No. 6

4. *[If the claim is founded on writing]* The writing on which this claim is founded (or a duplicate thereof) is attached hereto [or cannot be attached for the reason set forth in the statement attached hereto].

5. *[If appropriate]* This claim is founded on an open account, which became [or will become] due on

as shown by the itemized statement attached hereto.

Unless it is attached hereto or its absence is explained in an attached statement, no note or other negotiable instrument has been received for the account or any part of it.

6. No judgment has been rendered on the claim except Polk Co. Law No. 33891, filed 9/7/84

7. The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.

8. This claim is not subject to any setoff or counter-claim except

9. No security interest is held for this claim except

[If security interest in the property of the debtor is claimed] The undersigned claims the security interest under the writing referred to in paragraph 4 hereof [or under a separate writing which (or a duplicate of which) is attached hereto, or under a separate writing which cannot be attached for the reason set forth in the statement attached]. Evidence of perfection of such security interest is also attached.

10. This claim is a general unsecured claim, except to the extent that the security interest, if any, described in paragraph 9 is sufficient to satisfy the claim. *[If priority is claimed, state the amount and basis thereof.]*

11. This claim is filed as a (n) UNSECURED CLAIM.
~~SECURED~~
~~PRIORITIZED~~

\$ 5,259.56
Total Amount Claimed

Claim Number
(For Office Use Only)

[Empty box for Claim Number]

Name of Creditor: MERCY HOSPITAL MEDICAL CENTER
(Print or Type Full Name of Creditor)

Signed: DAVID B. RUSSELL

Dated: 11/5/84

Penalty for Presenting Fraudulent Claim. Fine of not more than \$5,000 or imprisonment for not more than 5 years or both—Title 18, U.S.C., §152.

*Include all names used by debtor within last 6 years. **State post office address.

IN THE IOWA DISTRICT COURT
FOR POLK COUNTY

FILED
POLK COUNTY, IOWA
1984 SEP -7 AM 8 27
COURT CLERK

MERCY HOSPITAL MEDICAL
CENTER,

Plaintiff,

vs.

JULIE K. BEK and NICHOLAS
BEK,

Defendants.

LAW NO.

33891

JUDGMENT ENTRY

NOW, on this 7 day of Sept

19 ~~84~~, this matter comes on before the Court for hearing; the Plaintiff appearing by its attorneys, Bertroche Law Offices, and the Defendant(s) appearing not nor anyone for them, and the Court, having reviewed the files and being fully advised in the premises, FINDS: That more than twenty (20) days have elapsed since the Defendant(s) were duly served with an Original Notice of the pendency of this action, and that this Court has jurisdiction of the parties hereto; that the Defendant(s) have failed to appear or plead herein, the Plaintiff's attorney having certified to the Court in writing that he has examined the docket and calendar herein and that no attorney for the Defendant(s) has entered an Appearance nor have the Defendant(s) entered an Appearance and that the Defendant(s) are accordingly adjudged to be in default; and, that the allegations of the Plaintiff's Petition are material and true, and that the Plaintiff is entitled to Judgment against the Defendant(s) as prayed for in its Petition.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the Plaintiff, Mercy Hospital Medical Center, has judgment against the Defendant(s), Julie K. Bek and Nicholas Bek, in the principal amount of \$4,972.13 with interest of \$287.43 for a total amount of \$5,259.56 with interest at the rate of 10% from August 1, 1984 and for the costs of this action.

1.511 [Signature]
DISTRICT JUDGE

United States Bankruptcy Court

For the Southern District of Iowa NOV 13 1984

In re *

CLERK OF COURT
U.S. BANKRUPTCY COURT
SOUTHERN DISTRICT OF IOWA
DES MOINES, IOWA

Case No. 84-1556-C

Debtor* Nicholas Carl Bek
Julie Kay Bek
413 19th Street
West Des Moines, Iowa
50265

PROOF OF CLAIM

1. *[If claimant is an individual claiming for himself]* The undersigned, who is the claimant herein, resides at **

[If claimant is a partnership claiming through a member] The undersigned, who resides at **

is a member of _____, a partnership,
composed of the undersigned and _____,
of ** _____, and
doing business at ** _____,
and is authorized to make this proof of claim on behalf of the partnership.

[If claimant is a corporation claiming through an authorized officer] The undersigned, who resides at ** P. O. Box 312 Winterset, Iowa 50273, is the Vice President of Reed Motors, Inc., a corporation organized under the laws of Iowa and doing business at ** Highway 169 North Winterset, Iowa 50273 and is authorized to make this proof of claim on behalf of the corporation.

[If claim is made by agent] The undersigned, who resides at ** _____, is the agent of _____ of ** _____, and is authorized to make this proof of claim on behalf of the claimant.

2. The debtor was, at the time of the filing of the petition initiating this case, and still is indebted [or liable] to this claimant, in the sum of \$121.15

3. The consideration for this debt [or ground of liability] is as follows: Repairs to car while in our mechanic shop.

4. *[If the claim is founded on writing]* The writing on which this claim is founded (or a duplicate thereof) is attached here to [or cannot be attached for the reason set forth in the statement attached hereto].

5. *[If appropriate]* This claim is founded on an open account, which became [or will become] due on _____, as shown by the itemized statement attached hereto.

Unless it is attached hereto or its absence is explained in an attached statement, no note or other negotiable instrument has been received for the account or any part of it.

6. No judgment has been rendered on the claim except.

7. The amount of all payments of this claim has been credited and deducted for the purpose of making this proof of claim.

8. This claim is not subject to any setoff or counter-claim except

9. No security interest is held for this claim except

[If security interest in property of the debtor is claimed] The undersigned claims the security interest under the writing referred to in paragraph 4 hereof [or under a separate writing which (or a duplicate of which) is attached hereto, or under a separate writing which cannot be attached hereto for the reason set forth in the statement attached hereto]. Evidence of perfection of such security interest is also attached hereto.

[Continue on reverse side]

BOF 15
(Rev. 1/83)

Reverse Side

10. This claim is a general unsecured claim, except to the extent that the security interest, if any, described in paragraph 9 hereof is sufficient to satisfy the claim.
[If priority is claimed, state the amount and basis thereof.]

11. This claim is filed as a(n) (Unsecured) ~~(Secured)~~ CLAIM.
(Priority)

\$ 12615
Total Amount Claimed

Claim Number
(For Office Use Only)

[Empty box for Claim Number]

Name of Creditor: Reed Motors, Inc.
(Print or Type Full Name of Creditor)

Dated: 11-8-84

Signed: [Signature] Vice President

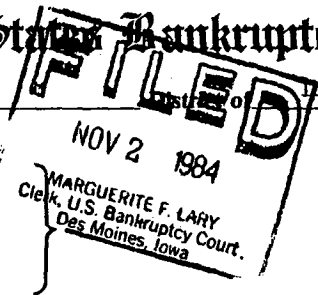
Comments (Use for additional information):

Penalty for Presenting Fraudulent Claim. Fine of not more than \$5,000 or imprisonment for not more than 5 years or both—Title 18, U.S.C., § 152.

*Include all names used by debtor within last 6 years.
**State post office address.

United States Bankruptcy Court

For the Southern District of Iowa



In re *
Nicholas Carl Bek
Julie Kay Bek
Route 1
St. Charles, Iowa 50240 (His)
Debtor
413 19th Street
West Des Moines, Iowa 50265 (Hers)

Case No. 84-1556-C
Soc. Sec. Nos.

PROOF OF CLAIM

1. *[If claimant is an individual claiming for himself]* The undersigned, who is the claimant herein, resides at **
[If claimant is a partnership claiming through a member] The undersigned, who resides at **
is a member of _____, a partnership,
composed of the undersigned and _____,
of ** _____, and
doing business at ** _____,
and is authorized to make this proof of claim on behalf of the partnership.
[If claimant is a corporation claiming through an authorized officer] The undersigned, who resides at ** 201 West Court Winterset, Iowa 50273
is the Vice President _____ of Union State Bank
a corporation organized under the laws of the State of Iowa
and doing business at ** 201 West Court Winterset, Iowa 50273
and is authorized to make this proof of claim on behalf of the corporation.
[If claim is made by agent] The undersigned, who resides at ** _____,
is the agent of _____,
of ** _____, and is
authorized to make this proof of claim on behalf of the claimant.
2. The debtor was, at the time of the filing of the petition initiating this case, and still is indebted [or liable] to this claimant, in the sum of \$ 5030.78
3. The consideration for this debt [or ground of liability] is as follows:
Installment Loan Note and Security Agreement, 1981 Pontiac Firebird
4. *[If the claim is founded on writing]* The writing on which this claim is founded (or a duplicate thereof) is attached here to [or cannot be attached for the reason set forth in the statement attached hereto].
5. *[If appropriate]* This claim is founded on an open account, which became [or will become] due on _____, as shown by the itemized statement attached hereto.
Unless it is attached hereto or its absence is explained in an attached statement, no note or other negotiable instrument has been received for the account or any part of it.
6. No judgment has been rendered on the claim except.
7. The amount of all payments of this claim has been credited and deducted for the purpose of making this proof of claim.
8. This claim is not subject to any setoff or counter-claim except
9. No security interest is held for this claim except Note & Security Agreement, Title to 1981 Pontiac Firebird
[If security interest in property of the debtor is claimed] The undersigned claims the security interest under the writing referred to in paragraph 4 hereof [or under a separate writing which (or a duplicate of which) is attached hereto, or under a separate writing which cannot be attached hereto for the reason set forth in the statement attached hereto]. Evidence of perfection of such security interest is also attached hereto.

[Continue on reverse side]

SCPII

This is a summary of your rights, a full statement of your rights and the creditor's responsibilities under the Federal Fair Credit Billing Act will be sent to you both upon request and in response to a billing error notice.

STATEMENT

REMIT TO:

ACCOUNTS DUE AND
PAYABLE BY THE
10TH OF THE MONTH



REED MOTORS, Inc.
P.O. Box 312
Hwy. 169 No.
Phone 482-1525
WINTERSSET, IOWA 50273

PAGE

NO. 15 25K
413 19TH STREET
WEST DES MOINES IA

50235

ACCT. NO.

1150

CLOSING DATE

25OCT84

AMOUNT ENCLOSED

PLEASE RETURN THIS PORTION WITH YOUR CHECK

\$

RATE	DOCUMENT/TRANSACTION	ADJUSTMENTS	PAYMENTS/CREDITS	BALANCE	
		PREVIOUS BALANCE		119.36	
	FINANCE CHARGE	1.79			
ACCOUNT STATUS			PAY THIS AMOUNT	121.15	
OVER 30	1.79	OVER 60	1.43	OVER 90	1.12
				OVER 120	75.07

FINANCE CHARGE will apply if the new balance is unpaid one month from the closing date of statement. The "FINANCE CHARGES" are computed by a periodic rate of 1.7% per month which is an ANNUAL PERCENTAGE RATE of 18% applied to the unpaid balance after deducting current payments and/or credits appearing on this statement from the previous balance.

SEE REED MOTORS, INC. - WINTERSSET, IOWA 50273

24-837851ADP-538NC1 NORICK OKLAHOMA CITY

BOF 15
(Rev. 10/82)

Reverse Side

10. This claim is a general unsecured claim, except to the extent that the security interest, if any, described in paragraph 9 hereof is sufficient to satisfy the claim.
[If priority is claimed, state the amount and basis thereof.]

12. This claim is filed as a(n) ~~(Unsecured)~~ (Secured) CLAIM.
(Priority)

\$ 5,030.78
Total Amount Claimed

Claim Number
(For Office Use Only)

[Empty box for Claim Number]

Name of Creditor: Union State Bank
(Print or Type Full Name of Creditor)

Dated: 10-31-84

Signed: Richard D. Irvin
Richard D. Irvin-Vice President

Comments (Use for additional information):

Penalty for Presenting Fraudulent Claim. Fine of not more than \$5,000 or imprisonment for not more than 5 years or both—Title 18, U.S.C., § 152.

*Include all names used by debtor within last 6 years.

**State post office address.

Name Julie Nicholson Date 4/19/86 Amount \$6,461.28
 Note & Acct. No. Term 29 Months Due Date 7/30/86
 Purpose _____

NOTE AND SECURITY AGREEMENT
 (This is a Consumer Credit Transaction)

1. PARTIES-COLLATERAL—The undersigned Debtor (hereinafter collectively with Co-Debtor, if any, called "Debtor"), jointly and severally, for value received hereby grants to Union State Bank 201 W. Court, Winterset, Iowa 50278 (hereinafter called "Bank") a security interest under the Uniform Commercial Code of Iowa in the following described collateral:

New Or Used	Year	Manufacturer	Description of Article	Model	No. Cyl.	Serial or Motor No.	Cost or Value
used	81	Pontiac	Firebird	2 dr.	6	1G2ASB7A8BL103166	

B. And in addition thereto a security interest in the following described collateral:

C. And as additional collateral, the proceeds of all insurance policies covering the collateral, all additions to and replacements of such collateral, (except a security interest shall not be taken in such additions to and replacements of any collateral used or brought to use primarily for personal, family or household purposes when the Debtor acquires rights in such collateral, after the 180 days from the date the Bank gives notice) and all accessories, accessories, parts and equipment now or hereafter affixed thereto or used in connection therewith and the proceeds of all such collateral, and substitutions of all stock and liquidating dividends paid upon all stock in which a security interest is granted pursuant hereto. If this agreement includes livestock, then as additional collateral Debtor grants to Bank a security interest in and to all increase and issue thereof additions, replacements and substitutions thereto. If this agreement includes crops, then as additional collateral Debtor grants to Bank a security interest in annual and perennial crops and products thereof growing or planted on the following described property, either before or after harvest and all additions and substitutions thereto, and if the property covered hereby is crops or fixtures, it is and will be located on the following described real estate:

County, Iowa, (if additional space is needed, see attached schedule and check here , if other than Debtor, the record owner of the real estate described is _____
 All collateral described in subparagraphs A, B & C above is referred to in this agreement collectively as the "Collateral" and shall include all such Collateral wherever located.

2. For Value Received, Debtor jointly and severally, as principals, promises to pay to the order of Bank at its principal place of business, or at such other place as may be designated from time to time by the Bank or the Holder of this note hereinafter collectively referred to as Bank, the principal sum of SIX THOUSAND FOUR HUNDRED SIXTY ONE 28/100 Dollars (\$6,461.28) with interest at the rate of 16.5 percent (16.5%) per annum as may be adjusted in the paragraph providing for VARIABLE RATE PROVISIONS set forth below on the balance remaining from time to time unpaid; said principal, interest and insurance charges to be paid as follows:

or in 39 equal installments of \$216.24 each and one final installment of \$ _____ all payable on the same day of each successive month beginning on the 26th day of May, 1986 with any then remaining principal balance and interest due on maturity, all payments shall be applied in the order specified by Bank, to any accrued insurance charges, to the accumulated interest and any remainder subtracted from or any deficiency added to the principal balance remaining unpaid.

3. (Check if variable rate provisions are applicable.)
 VARIABLE RATE PROVISIONS—The interest rate will be adjusted _____ to be equal to:

(check one only)
 _____ percentage points above the established prime rate of _____ as the same may be on date of adjustment. Such prime rate as of the date of this note is _____ %
 _____ percentage points above _____ (base rate) as the same may be on date of adjustment. Such base rate as of the date of this note is _____ %. Changes in the interest rate will not change the number of installments, but may or may not, at the option of the Holder, result in changes in the amount of the installments, or any of them, to reflect the changes in the interest rate. The interest rate shall not exceed _____ % or be less than _____ %. In no event shall the interest rate stated herein, either prior to, or after default, exceed the maximum rate permitted by law.

Interest will accrue at the rate of 16.5 % per year or the maximum interest rate allowed by law per year (if no interest rate is indicated in the prior blank) on the balance of this note and security agreement not paid at maturity, including maturity by acceleration, which interest maker agrees to pay.

PREPAYMENT—Upon prepayment in full, Maker shall pay any earned and unpaid interest and insurance charges, and if the earned interest is less, a minimum charge of \$5.00 shall be due if the amount financed is \$75.00 or less, or \$7.50 if the amount financed is more than \$75.00.

This Security Agreement specifically includes all the additional provisions set forth on the reverse side hereof. The same being incorporated herein by reference.

NOTICE TO CONSUMER—Do not sign this paper before you read it. You are entitled to a copy of this paper. You may prepay the unpaid balance at any time without penalty, other than the prepayment penalty described below, and may be entitled to receive a refund of unearned charges in accordance with law. If you prepay the unpaid balance, you may have to pay a minimum charge not greater than seven dollars and fifty cents (\$7.50).

412 10th St. 106114
 (Debtor's Address) (Number & Street) (Debtor's Signature) Julie Nicholson
 West Des Moines (City) Iowa (State) 50266 (Type Name) Julie Nicholson (Soc. Sec. No.)
 (Co-Debtor's Address) (Number & Street) (Co-Debtor's Signature)
 (City) (State) (Zip Code) (Type Name) (Soc. Sec. No.)

IBA No. 442 Variable or Single Interest Note and Security Agreement Copyright October 1982—Maynard Printing, Inc. b Iowa Bankers Association [] Check box if Co-Debtor's signature is only for the purpose of granting an interest in Collateral.

ORIGINAL — OFFICE COPY

Julie Nicholson Consumer (Type or print name signed above.) Consumer

TRU '1 IN LENDING DISCLOSURE STATEMENT

Name & Address (Creditor)
 Union State Bank, 201 W. Court, Winterset, Iowa 50278

Name & Address (Consumer)
 Julie Nicholson
 West Des Moines, Iowa 50265

1. Disclosures.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate, which is subject to change in variable rate transactions % 16.5	The dollar amount the credit will cost you, which amount is subject to change in variable rate \$1,972.09	The amount of credit provided to you or on your behalf \$6,461.28	The amount you will have paid after you have made all payments as scheduled, which amount is subject to change in variable rate transactions \$8,433.36

You have the right to receive at this time an itemization of the Amount Financed.

I want an itemization. I do not want an itemization.

Your Payment Schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due	Number of Payments	Amount of Payments	When Payments Are Due
39	\$ 216.24	monthly beginning 9/30/83		\$	
	\$			\$	

Variable Rate. The interest rate may increase during the term of the loan if the established prime rate or base rate as set forth in the note increases.

(1) The established prime rate or base rate is described as: _____

(2) The interest rate adjustable daily; weekly; monthly; quarterly; annually; (other).

(3) The maximum rate of interest under the loan is _____% per annum.

The minimum rate of interest under the loan is _____% per annum.

(4) Any increase in the interest rate will, at the option of the holder of your note, either increase your payment amounts or increase the amount of your final payment.

(5) Example based on a typical transaction: If your loan were for \$5,000 at an interest rate of 20% with 36 equal monthly installments of \$185.82 and the interest rate increased to 21% at the end of one year, your regular installments may be increased by \$1.78 or the final installment by \$32.67 at the option of the holder of your note.

Demand. This loan is payable on demand and all disclosures are based on an assumed maturity of one year in the event of no stated maturity.

Security. The Creditor will acquire a security interest in:

The property being purchased.

1981 Pontiac Firebird

(Brief Description of Other Collateral)

Collateral securing other loans with Creditor may also secure this loan.

OFFICIAL FILING AND RECORDATION FEE \$ _____

Late Charge. (Applicable to pre-computed loans only.)

If any installment is not paid in full within 10 days after its due date, originally scheduled or as deferred, you shall pay a delinquency charge in an amount not exceeding the greater of the following: (a) a single charge of 1 1/2% of the unpaid amount of the installment but not in excess of \$5.00, or (b) 1 1/2%, but not in excess of 1/12 of the Annual Percentage Rate per month applied to the unpaid amount of the installment for the period it is delinquent.

Prepayment: If you pay off early, you (check appropriate box).

May have to pay a penalty (Simple Interest Loan).

May be entitled to a refund of part of the finance charge (Pre-Computed Interest Loan).

Assumption. If checked, this loan finances the purchase of personal property used as your principal dwelling and someone buying such principal dwelling cannot assume the remainder of your loan in the original terms.

See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.
 (e means an estimate)

2. Itemization of Amount Financed.

(a) Amount paid to you directly (a) \$ _____

(b) Amount paid on your loan account at Creditor (b) \$ 5,950.46

(c) Amounts paid to others on your behalf which are being financed

To property insurance company \$ _____

To credit insurance company \$ 510.82

To public officials for official fees \$ _____

To _____ for abstracting fees \$ _____

To _____ for title opinion \$ _____

To _____ \$ _____

To _____ \$ _____

To _____ \$ _____

To _____ \$ _____

Total Amount Paid to Others (c) \$ 510.82

(d) Prepaid finance charges (d) \$ _____

(e) Amount Financed (a + b + c - d) (e) \$ 6,461.28

(f) Finance Charge (includes prepaid finance charges) (f) \$ 1,972.09

(g) Credit insurance not being financed (g) \$ _____

(h) Total of payments (e + f + g) (h) \$ 8,433.36

3. Insurance

CREDIT LIFE AND ACCIDENT & HEALTH —

Any Credit Life or Accident and Health Insurance for which a charge or premium is included as part of Debtor's obligation IS NOT REQUIRED BY BANK.

Said costs are \$ 510.62

I do do not want Credit Life Insurance

I do do not want Accident & Health Ins. (Debtor only)

Consumer's Signature to Above Statement _____ Date 4/19/83

I do do not want Credit Life Insurance

Co-Consumer's (Be-Maker or Co-Debtor) Signature to Above Statement _____ Date _____

4. Insurance on Collateral —

No Coverage Except as Shown Below

Fire and Theft Towing and Labor Costs

Other Ins. (describe) _____

_____ Deductible Comprehensive

_____ Deductible Collision

For term of _____ months from date hereof.

TOTAL PREMIUM for insurance coverage on Collateral if obtained from or through Bank \$ _____

Consumer may choose the person through whom this insurance is to be obtained. Insurance coverages herein DO NOT insure against bodily injury or property damage caused to others.

5. I have received a completed copy of this statement.

Dated April 19, 1983

Julie Nicholson
 Consumer

 Consumer

Julie Nicholson

(Type or print name signed above.)

ISSUE DATE 05-27-82 TITLE NO. YR. 2A1367A 78

OWNER 1 NICHOLSON, WILHELM

OWNER 2

ADDRESS

CITY, ST. WINTERSET IA 50273

CODE

TYPE A MAKE PONTIAC YR. 81 SERIES 507 MODEL FIREHORN

STYLE 1D CYL 06 COLOR WHITE FUEL 16 VY 03300 DB 05

LR 006700 PREV. TITLE NSD TITLE PIN SR 06-82

PR NP USE TAX 103.00 FEE 53.00

YR 02 MILEAGE 000151 PENALTY 10.00

33 FEE 30.00 TOTAL 53.00

069884 ODOMETER

PREV. OWNER KIRKLAND MOTORS INC

ADDRESS

CITY, ST. WINTERSET IA 50273

1ST SECURITY INTEREST

DATE 06-22-82 NO. 0000954910

HELD BY UNION STATE BANK

ADDRESS WINTERSET, IA 50273

ESTHER J. FRANK BY

COUNTY TREASURER DEPUTY

CANCELLATION OF 1ST SECURITY INTEREST

DATE NO. DATE

HOLDER OF SECURITY INTEREST COUNTY TREASURER

BY BY DEPUTY

2ND SECURITY INTEREST

DATE NO.

HELD BY

ADDRESS

COUNTY TREASURER BY DEPUTY

CANCELLATION OF 2ND SECURITY INTEREST

DATE NO. DATE

HOLDER OF SECURITY INTEREST COUNTY TREASURER

BY BY DEPUTY

WITNESS MY HAND AND OFFICIAL SEAL

INSP. NO. J220706

05-27-82 M SOUR KIRK DEPUTY

COUNTY TREASURER

FEE SCHEDULE

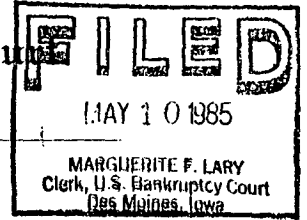
CERTIFICATE OF TITLE	\$2.00
TITLE PENALTY	\$5.00
SECURITY INTEREST	\$2.00
DUPLICATE TITLE	\$5.00

SIGNATURE OF OWNER - SPELLING SAME AS TITLE ISSUED

FORM 411115 6-78 H 16078

United States Bankruptcy Court

For the SOUTHERN District of IOWA



In re

NICHOLAS CARL BEK
JULIE KAY BEK
f/k/a Julie Kay Nicholson
Debtor*

Case No. 84-1556-C

FINAL DECREE

The estate of the above-named debtor having been fully administered [if appropriate and the deposit required by the plan having been distributed], it is ordered:

1. [If applicable] that Donald F. Neiman be and he [or she] hereby is discharged as trustee of the estate of the above-named debtor, and the bond he and it hereby is cancelled;
2. that**

3. that the chapter 7 [or 9 or 11 or 13] case of the above-named debtor be and it hereby is closed.

Dated: May 10, 1985

BY THE COURT

Bankruptcy Judge

IRS

CC: Atty. & Trustee/ 5-10-85 JD

*Include all names used by debtor within last 6 years.

**Include provisions by way of injunction or otherwise as may be equitable.

UNITED STATES BANKRUPTCY COURT
For the Southern District of Iowa

In the Matter of	:	
JAMES P. ELLEDGE,	:	Case No. 84-1536-C
dba Tasty Freeze of	:	
Marshalltown, Marshalltown,	:	
Iowa,	:	
NICHOLAS CARL BEK,	:	84-1556-C
JULIE KAY BEK,	:	
JEFFERY CARL BEEBE,	:	84-1558-C
JOAN JEAN BEEBE,	:	
LANCE DENNIS WOLFF,	:	84-1560-C
STEVEN EUGENE SLATER,	:	84-1562-C
JO ANN DEBRA SLATER,	:	
PRAPAI KUMPLANG KALAMBAHETI,	:	84-1580-C
DIANA JEANETTE LOSHOW,	:	84-1584-C
CRAIG WILLIAM OXLEY,	:	84-1588-C
BARBARA CAROL OXLEY,	:	
WILLIAM RUBE REEVES,	:	84-1594-C
CAROLE KAY REEVES,	:	
DAVID JOSEPH WILKINSON,	:	84-1597-C
SHELLY L. WILKINSON,	:	
KENNETH BRUCE FAUSCH,	:	84-1599-C
NANCY SUE FAUSCH,	:	
dba Color Photo, Co.,	:	
Ames, Iowa,	:	
MICHAEL DAVID HARRYMAN,	:	84-1497-C
SUSAN RAE HARRYMAN,	:	
Debtors.	:	

FILED
MAR 20 1985
MARGUERITE F. LARY
Clerk, U.S. Bankruptcy Court.
Des Moines, Iowa

ORDER APPROVING REAFFIRMATION AGREEMENT
OF CONSUMER DEBT

Pa
Cl.
\$5.
Pa

85-2

At Des Moines, in the Southern District of Iowa, on the 19th day of March 1985.

The above applications for reaffirmation of consumer debt came on for a hearing on March 11, 1985.

After hearing statement of counsel, examining the debtors, and having concluded that the agreements do not impose a hardship and are in the best interest of the debtors, the court finds and concludes that the following order should be entered.

It is, ORDERED, that the reaffirmation agreements of the following named debtors are approved.

1. James P. Elledge, debt to University Bank and Trust of Ames.
2. Nicholas Carl and Julie Kay Bek, debt to Union State Bank.
3. Jeffrey Carl and Joan Jean Beebe, debt to Union State Bank.
4. Lance Dennis Wolff, debt to John Deere Employees Credit Union.
5. Steven Eugene and Jo Ann Debra Slater, debt to GMAC.
6. Prapai Kumplang Kalambaheti, debt to Hawkeye Capital Bank & Trust.
7. Diana Jeanette Loshow, debt to GMAC.
8. Craig William and Barbara Carol Oxley, debt to Pidgeon's; debt to United Central Bank.

3

9. William Rube and Carole Kay Reeves, debt to The Des Monies Telco Credit Union.

10. David Joseph and Shelly L. Wilkinson, debt to Armstrong Credit Union.

11. Kenneth Bruce and Nancy Sue Fausch, debt to South Story Bank.

12. Michael David and Susan Rae Harryman, debt to Telco Credit Union.


RICHARD STAGEMAN
U. S. BANKRUPTCY JUDGE

LAW OFFICE OF SWIFT, MINEAR & HANSEN

JOHN L. SWIFT
BARRY N. MINEAR
JAMES L. HANSEN

6600 UNIVERSITY AVENUE
DES MOINES, IOWA 50311
TELEPHONE 515 279-0705

Date: February 18, 1985

Clerk, Bankruptcy Court
U.S. Courthouse
Des Moines, Iowa 50309

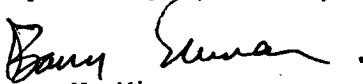
Re: Julie Kay Bek

Bankruptcy Number: 84-1556-C

RECEIVED
FEB 20 1985
MARGUERITE F. LAHY
Clerk, U.S. Bankruptcy Court
Des Moines, Iowa

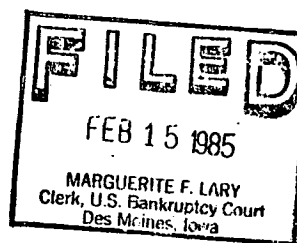
This letter is to advise you that the above named debtors have reaffirmed a consumer debt that will need the approval of the Bankruptcy Judge at the Discharge Hearing.

Respectfully submitted,


Barry N. Minear

BNM/rk

IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF IOWA



In re: -----

<u>CASE NOS.</u>		<u>CASE NOS.</u>	
84-1539-C	Denise Gail Wilkie SS [REDACTED] Filed: 10/5/84	84-1561-C	William R. Parrish SS [REDACTED] Filed: 10/5/84
84-1540-C	Melvin Douglas Haygood, Sr. SS [REDACTED] Filed: 10/5/84	84-1562-C	Steven Eugene Slater SS [REDACTED] Joann Debra Slater SS [REDACTED] Filed: 10/5/84
84-1550-C	Edmund T. Burke SS [REDACTED] Susan Lee Burke SS [REDACTED] Filed: 10/5/84	84-1565-C	Randal Lee Arnett SS [REDACTED] Lesley Jane Arnett SS [REDACTED] Filed: 10/9/84
84-1552-C	Ralph Eugene Morgan SS [REDACTED] Filed: 10/5/84	84-1570-C	Charlotte Marie Piper SS [REDACTED] Filed: 10/12/84
84-1553-C	Alesia Barber SS [REDACTED] Filed: 10/5/84	84-1579-C	Betty Ann Hicks Means SS [REDACTED] Filed: 10/12/84
84-1554-C	Sherry Rae Hanson SS [REDACTED] Filed: 10/5/84	84-1580-C	Prapai Kumplang Kalambaheti SS [REDACTED] Filed: 10/12/84
84-1555-C	Patrick G. Latcham SS [REDACTED] Filed: 10/5/84	84-1581-C	Christopher R. Holub SS [REDACTED] Debra Ann Holub SS [REDACTED] Filed: 10/15/84
✓ 84-1556-C	Nicholas Carl Bek SS [REDACTED] Julie Kay Bek SS [REDACTED] Filed: 10/5/84	84-1583-C	Janet Adele Herlein SS [REDACTED] Filed: 10/15/84
84-1558-C	Jeffery Carl Beebe SS [REDACTED] Joan Jean Beebe SS [REDACTED] Filed: 10/5/84	84-1584-C	Diana Jeanette Loshaw SS [REDACTED] Filed: 10/16/84
84-1559-C	Carl Alvin Bixler SS [REDACTED] Lenore Maxine Bixler SS [REDACTED] Filed: 10/5/84	84-1586-C	Cynthia Ann Peterson SS [REDACTED] Filed: 10/16/84
84-1560-C	Lance Dennis Wolff SS [REDACTED] Filed: 10/5/84	84-1587-C	John Michael Parker SS [REDACTED] Ruth Arnette Parker SS [REDACTED] Filed: 10/16/84

ONLY THE DEBTOR WHOSE NAME IS CHECKED HAS LISTED YOU AS A CREDITOR.

DISCHARGE OF DEBTOR, NOTICE OF HEARING ON
DISCHARGE, AND REAFFIRMATION OF DEBT

It appearing that all persons named in the caption hereof filed petitions commencing cases under Title 11, United States Code; that orders for relief were entered under Chapter 7 and that no complaints objecting to the discharge of the debtors were filed within the time fixed by the court.

It is, ORDERED, that,

1. The above named debtors are released from all dischargeable debts.

2. Any judgment heretofore or hereafter obtained in any court other than this court is null and void as a determination of the personal liability of the debtors with respect to any of the following:

(a) debts dischargeable under 11 U.S.C. Section 523;

(b) unless heretofore or hereafter determined by order of this court to be nondischargeable, debts alleged to be excepted from discharge under clauses (2), (4) and (6) of 11 U.S.C. Section 523(d).

3. All creditors whose debts are discharged by this order and all creditors whose judgments are declared null and void by paragraph 2 above are enjoined from instituting or continuing any action or employing any process to collect such debts as personal liabilities of the above named debtors.

It is further, ORDERED, and the debtor is hereby, notified that pursuant to 11 U.S.C. Section 524(d), a discharge hearing will be held for the debtors named above on the 11th day of March, 1985, in the U. S. Bankruptcy Court Room 314, U. S. Court House, E. 1st & Walnut Streets, Des Moines, Iowa at 1:00 o'clock p. m.

The debtor must appear in person with counsel of record. If any debtor wishes the court's approval of any reaffirmation agreement made prior to the filing of the discharge above, of a consumer debt, not secured by real property, the debtor must file notice of motion for reaffirmation at least 5 days prior to the time fixed for the discharge hearing.

It is further, ORDERED, that the debtor and debtor's counsel shall be excused from this hearing if they furnish the court with satisfactory proof that the following conditions have been met:

(1) That the debtor has no motions of a substantive nature to bring before the court, including but not limited to the approval of reaffirmation agreements;

(2) That the debtor has been fully and completely advised

-3-

by counsel of a debtor's rights and duties as outlined in 11 U.S.C. Section 524(d) and has received an emphatic warning of the postbankruptcy consequences of the execution of any reaffirmation agreement;

(3) That counsel has advised with reference to the individual case, in the full confidentiality of the attorney-client relationship, and specifically in the absence of any creditors or their representatives;

(4) That the debtor fully and completely understands and accepts the advice so given, and still does not wish, for any reason, to attend a discharge hearing; and

(5) That counsel will officially report to the court that the required advice has been given and will stand accountable to the court for a failure to do so.

"Satisfactory proof" of all of the above conditions may take the form of a joint affidavit and waiver, a single document to be executed by the debtor and the attorney. It may be similar to the "Affidavit and Waiver of Discharge Hearing" which is attached. If the facts of a particular case warrant, the affidavit may be more individualized and specific.

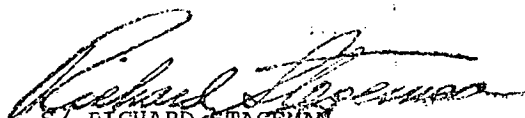
SUCH AN AFFIDAVIT MUST BE FILED WITH THE COURT AT LEAST TEN (10) DAYS PRIOR TO THE DEBTOR'S SCHEDULED DISCHARGE HEARING. THE 10 DAY ADVANCE FILING NOTICE WILL BE STRICTLY ENFORCED.

Upon receipt by the court of such an affidavit fully executed, in proper form and timely filed, the debtor and counsel will stand excused from the scheduled discharge hearing without the necessity of any motion accompanying the affidavit or any further confirming order of the court.

If the debtor for any reason fails to timely file the affidavit, the debtor and counsel will be required, subject to the sanctions of this court, to attend the discharge hearing as scheduled.

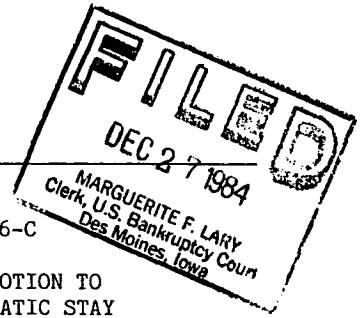
SANCTIONS FOR FAILURE TO EITHER FILE AN AFFIDAVIT OR ATTEND THE DISCHARGE HEARING MAY INCLUDE DISMISSAL OF THE BANKRUPTCY PETITION, REDUCTION OF ATTORNEY'S FEE OR BOTH.

BY THE COURT


S/ RICHARD STAGEMAN
U.S. BANKRUPTCY JUDGE

DATED: February 15, 1985.

UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF IOWA



IN RE NICHOLAS CARL BEK and :
 JULIE KAY BEK, : CASE NO. 84-1556-C
 :
 : WITHDRAWAL OF MOTION TO
 : TERMINATE AUTOMATIC STAY

COMES NOW Union State Bank and hereby withdraws its Motion To
Terminate Automatic Stay.

WEBSTER, JORDAN, OLIVER & WALTERS

By *Jerryold B. Oliver*
Jerryold B. Oliver
Farmers & Merchants State Bank Building
Post Office Box 230
Winterset, IA 50273-0230
Telephone: 515/462-3731

ATTORNEYS FOR UNION STATE BANK.

Copies To: Barry Minear
6600 University Avenue
Des Moines, IA 50311
Attorneys for Debtors

Donald F. Neiman, Trustee
119 High Street
Des Moines, IA 50309

PROOF OF SERVICE

The undersigned certifies that the foregoing instrument was served upon all parties to the above cause by depositing a copy thereof in the U. S. Mail, postage prepaid, in envelopes addressed to each of the attorneys of record herein at their respective addresses disclosed on the pleadings, on 12-26, 1984

Jerryold B. Oliver

not atty Oliver 12-85 dm

LAW OFFICES
WEBSTER, JORDAN, OLIVER & WALTERS
FARMERS' & MERCHANTS' BANK BLDG.
WINTERSSET, IOWA 50273

SHIRLEY A. WEBSTER
LEWIS H. JORDAN
JERROLD B. OLIVER
G. STEPHEN WALTERS

AREA CODE 515
TELEPHONE 462-3731

December 26, 1984

RECEIVED
DEC 27 1984
MARGUERITE F. LARY
Clerk, U.S. Bankruptcy Court
Des Moines, Iowa

Ms. Marguerite F. Lary
Clerk of Bankruptcy Court
318 U.S. Courthouse
Des Moines, IA 50309

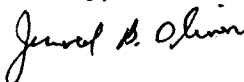
Re: Nicholas Carl Bek and Julie Kay Bek, Debtors
Case No. 84-1556-C

Dear Ms. Lary:

I am enclosing the original and one copy of Withdrawal of Motion To Terminate Automatic Stay. Please return a "filed" stamped copy of the Withdrawal to our office in the enclosed envelope.

Thank you for your cooperation.

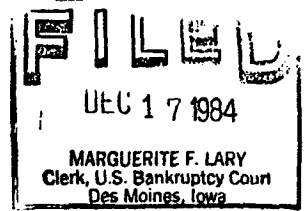
Sincerely,


Jerrold B. Oliver

ck

enclosures

United States Bankruptcy Court
FOR THE SOUTHERN DISTRICT OF IOWA



IN THE MATTER OF

NICHOLAS CARL BEK
JULIE KAY BEK,

: NO. 84-1556-C

Debtors.

ORDER FOR HEARING AND NOTICE

At Des Moines, in the Southern District of Iowa, on
December 17, 1984.

Union State Bank by its counsel, Jerrold B. Oliver,
filed a Motion to Terminate Stay on December 10, 1984.

YOU ARE HEREBY NOTIFIED that a hearing will be held
on the Motion before the Honorable Richard Stageman, U.S.
Bankruptcy Judge, in the U.S. Bankruptcy Courtroom,
314, U.S. Courthouse, East First and Walnut, Des Moines,
Iowa, on December 27, 1984, at 9:30 o'clock a.m.

It is ORDERED that notice hereof to parties in
interest by mailing to them a copy of this order at least
ten (10) days prior to date fixed for hearing shall be
deemed sufficient.

Copies to:
Debtors
B.Minear
D.F. Neiman
J.B. Oliver
12-17-84 DM

Marguerite F. Lary
MARGUERITE F. LARY
Clerk, U.S. Bankruptcy Court.
318 U.S. Courthouse
Des Moines, Iowa 50309

UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF IOWA

FILED
DEC 10 1984
MARGUERITE F. LARY
Clerk, U.S. Bankruptcy Court
Des Moines, Iowa

In re NICHOLAS CARL BECK and JULIE KAY BEK,
Debtors. : CASE NO. 84-1556-C
: AFFIDAVIT OF MAILING.

STATE OF IOWA :
: ss
MADISON COUNTY :

The undersigned, first being duly sworn on oath states that on the _____ day of December, 1984, he mailed to each of the following-named persons a Motion to Terminate Automatic Stay, a copy of which is attached hereto and made a part hereof, by ordinary mail, each such Motion to Terminate Automatic Stay being mailed in a sealed envelope with proper postage thereon, addressed to the said persons respectively, at their last known Post Office addresses, by depositing the same on said date in a United States Post Office mail receptacle in said County, to-wit:

Nicholas Carl Bek
R. R. #1
St. Charles, IA 50240

Julie Kay Bek
413 19th Street
West Des Moines, IA 50265

Barry Minear
6600 University Avenue
Des Moines, IA 50311
Attorney for Debtors

Donald F. Neiman
1119 High Street
Des Moines, IA 50309
Trustee

Jerrold B. Oliver

Jerrold B. Oliver

Subscribed and sworn to before me by said, Jerrold B. Oliver, this 8 day of December, 1984.

Kim Mathes

Notary Public in and for the State of Iowa.

cf. City - Oliver 12-17-84

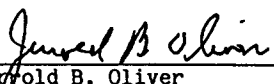
WHEREFORE, Union State Bank prays that the automatic stay be terminated.

It further prays that the Court enter an Order providing that the period of redemption from which Debtors may redeem from said sheriff's sale is not stayed and that such period of redemption shall expire on March 2, 1984.

It further prays for such other and further relief as may be just and equitable in the premises.

WEBSTER, JORDAN, OLIVER & WALTERS

By



Jerrold B. Oliver
Farmers & Merchants State Bank Bldg.
P. O. Box 230
Winterset, IA 50273-0230
Telephone: 515-462-3731

ATTORNEYS FOR PLAINTIFF.

Copies to:

Nicholas Carl Bek
R. R. #1
St. Charles, Iowa 50240

Julie Kay Bek
413 19th Street
West Des Moines, Iowa 50265

Barry Minear
6600 University Avenue
Des Moines, Iowa 50311
Attorneys for Debtors

Donald F. Neiman, Trustee
1119 High Street
Des Moines, Iowa 50309

UNION STATE BANK

In the District Court MADISON County, Iowa.

Plaintiff

vs.

Term, A. D. 19...

Nicholas C. Bek, Julie K. Bek, and United States of America, Acting Through The Farmer Home Administration, United States Department of Agriculture. Defendant

No. 22444

Docket

I hereby certify that under and by virtue of a SPECIAL Execution in the above entitled cause, issued from the office of the Clerk of the District Court of MADISON County, Iowa, on the 4th day of January, 1984, on a judgment rendered in said Court on the 3rd day of January, 1984, for the sum of \$ 33,292.97 Judgment and Interest 1,581.42 Dollars, \$ 34,874.39 Attorney's Fees and Interest Dollars, \$ 665.35 Abstract Fees and Interest Dollars, \$ 74.00 Taxes and Interest Dollars, \$ Court Cost Dollars, \$ 81.85 Sheriff's Fee Dollars, \$ 53.63 Amounting in the aggregate to Total, \$ 35,749.22

I levied on the 12th day of January, A. D. 1984, on the Real Estate herein after mentioned, and on the 2nd day of March, A. D. 1984, I sold the same to as follows, to-wit:

The West Eighty (80) acres of the South Fractional Half (S Fr 1/2) of Section Six (6), Township Seventy-five (75) North, Range Twenty-six (26) West of the Fifth P.M., Madison County, Iowa.

for the sum of Thirty-five Thousand seven hundred forty-nine Dollars, \$ 35,749.22 & 22/100

And I further certify that notice of the above sale was duly and legally published in the Winterset Madisonian a newspaper printed and published in Madison County, Iowa, and that unless redemption is made within one year from the date of sale above mentioned, the purchaser Union State Bank, Winterset, Iowa heirs or assigns, will be entitled to a deed from the sheriff of Madison County, Iowa, conveying all the right, and title and interest which the said Nicholas C. Bek, Julie K. Bek and United States of America had on the date of the levy herein, in and to said above described real estate, together with all right, title and interest in or to said real estate, by them, or either of them, since acquired.

[Signature] Sheriff of Madison County, Iowa.

STATE OF IOWA, Madison County, as.

Be it remembered, That on this 2nd day of March, A. D. 1984 before the undersigned, a Notary Public in and for said County, personally appeared

Paul D. Welch Sheriff of Madison County, Iowa, to me personally known to be the identical person whose name is subscribed to the foregoing deed as Sheriff, and who is to me personally known to be the Sheriff of County of Madison and State of Iowa, and acknowledged the execution thereof to be the act and deed of the Sheriff aforesaid by him voluntarily done and executed for the purposes therein mentioned.

WITNESS my hand and seal the day and year last above written.



Rose E. Moorhead Notary Public in and for Madison County, Iowa.

Section 11743. If the property sold is not subject to redemption, the sheriff must execute a deed therefor to the purchaser; but, if subject to redemption, a certificate, containing a description of the property and the amount of money paid by such purchaser, and stating that, unless redemption is made within one year thereafter, according to law, he or his heirs or assigns will be entitled to a deed for the same.

Sheriff's Certificate of Purchase

Sheriff of County TO

Plaintiff vs. Defendant.

Date of Sale...19

Redemption...19

Case No.

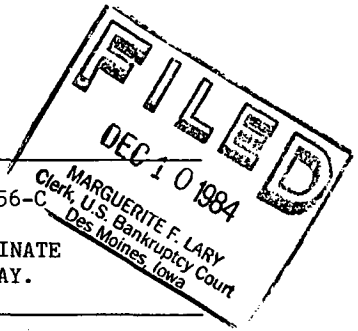
Docket No. Page No.

Sale Book No. Page No.

Date of Deed Entry...19

Deed Book No. Page No.

UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF IOWA



In re NICHOLAS CARL BECK and : CASE NO. 84-1556-C
JULIE KAY BEK, :
Debtors. : MOTION TO TERMINATE
AUTOMATIC STAY.

COMES NOW Union State Bank and hereby moves the Court to terminate the automatic stay and states the following in support of said Motion:

1. Plaintiff is a banking corporation existing under the laws of the State of Iowa.

2. Debtors, Nicholas Carl Bek and Julie Kay Bek, filed their Petition for relief under the provisions of 11 U.S.C. Chapter 7 on October 5, 1984. Upon this filing, the automatic stay provisions of 11 U.S.C. Section 362 became effective.

3. Union State Bank is a creditor of Debtors. On March 2, 1984, pursuant to a Decree of Foreclosure entered in the cause of Union State Bank vs. Nicholas C. Bek and Julie K. Bek and United States of America Acting Through the Farmers Home Administration, United States Department of Agriculture pending in the Iowa District Court for Madison County a Sheriff's Certificate of Purchase was issued to Union State Bank. See copy of Certificate of Purchase attached hereto.

4. Pursuant to Iowa law, Debtors in said action have one year to redeem from said sheriff's sale.

5. The automatic stay should be terminated by the Court because Debtors do not have an equity in said property and said property is not necessary to an effective reorganization.

M. J. Oliver 12-17-84 dm

WHEREFORE, Union State Bank prays that the automatic stay be terminated.

It further prays that the Court enter an Order providing that the period of redemption from which Debtors may redeem from said sheriff's sale is not stayed and that such period of redemption shall expire on March 2, 1984.

It further prays for such other and further relief as may be just and equitable in the premises.

WEBSTER, JORDAN, OLIVER & WALTERS

By Jefford B. Oliver
Jefford B. Oliver
Farmers & Merchants State Bank Bldg.
P. O. Box 230
Winterset, IA 50273-0230
Telephone: 515-462-3731

ATTORNEYS FOR PLAINTIFF.

Copies to:

Nicholas Carl Bek
R. R. #1
St. Charles, Iowa 50240

Julie Kay Bek
413 19th Street
West Des Moines, Iowa 50265

Barry Minear
6600 University Avenue
Des Moines, Iowa 50311
Attorneys for Debtors

Donald F. Neiman, Trustee
1119 High Street
Des Moines, Iowa 50309

UNION STATE BANK

In the District Court, MADISON County, Iowa.

Plaintiff

Term, A. D. 19

vs.

Nicholas C. Bek, Julie K. Bek, and United States of America, Acting Through The Farmers Home Administration, United States Department of Agriculture.

No. 22444

Docket

Defendant

I hereby certify that under and by virtue of a SPECIAL Execution in the above entitled cause, issued from the office of the Clerk of the District Court of MADISON County, Iowa, on the 11th day of January, 1984, on a judgment rendered in said Court on the 3rd day of January, 1984, for the sum of \$ 33,292.97 Judgment and Interest 1,581.42 Dollars, \$ 34,874.39 Attorney's Fees and Interest Dollars, \$ 665.35 Abstract Fees and Interest Dollars, \$ 74.00 Taxes and Interest Dollars, \$ Court Cost Dollars, \$ 81.85 Sheriff's Fee Dollars, \$ 53.63 Amounting in the aggregate to Total, \$ 35,749.22

I levied on the 12th day of January, A. D. 1984, on the Real Estate herein after mentioned, and on the 2nd day of March, A. D. 1984, I sold the same to as follows, to-wit:

The West Eighty (80) acres of the South Fractional Half (S Fr 1/2) of Section Six (6), Township Seventy-five (75) North, Range Twenty-six (26) West of the Fifth P.M., Madison County, Iowa.

for the sum of Thirty-five Thousand seven hundred forty-nine Dollars, \$ 35,749.22 & 22/100

And I further certify that notice of the above sale was duly and legally published in the Winterset Madisonian newspaper printed and published in Madison County, Iowa, and that unless redemption is made within one year from the date of sale above mentioned, the purchaser Union State Bank, Winterset, Iowa heirs or assigns, will be entitled to a deed from the sheriff of Madison County, Iowa, conveying all the right, and title and interest which the said Nicholas C. Bek, Julie K. Bek and United States of America had on the date of the levy herein, in and to said above described real estate, together with all right, title and interest in or to said real estate, by them, or either of them, since acquired.

[Signature] Sheriff of Madison County, Iowa.

STATE OF IOWA, Madison County, ss.

Be it remembered, That on this 2nd day of March, A. D. 1934 before the undersigned, a Notary Public in and for said County, personally appeared

Paul D. Welch Sheriff of Madison County, Iowa, to me personally known to be the identical person whose name is subscribed to the foregoing deed as Sheriff, and who is to me personally known to be the Sheriff of County of Madison and State of Iowa, and acknowledged the execution thereof to be the act and deed of the Sheriff aforesaid by him voluntarily done and executed for the purposes therein mentioned.

WITNESS my hand and seal the day and year last above written.



Rose E. Moorhead Notary Public in and for Madison County, Iowa.

Section 11743. If the property sold is not subject to redemption, the sheriff must execute a deed therefor to the purchaser; but, if subject to redemption, a certificate, containing a description of the property and the amount of money paid by such purchaser, and stating that, unless redemption is made within one year thereafter, according to law, he or his heirs or assigns will be entitled to a deed for the same.

Sheriff's Certificate of Purchase

Sheriff of County TO

Plaintiff.

vs.

Defendant.

Date of Sale. 19.

Redemption. 19.

Case No.

Docket No. Page No.

Sale Book No. Page No.

Date of Deed Entry. 19.

Deed Book No. Page No.

LAW OFFICES
WEBSTER, JORDAN, OLIVER & WALTERS
FARMERS' & MERCHANTS' BANK BLDG.
WINTERSSET, IOWA 50273

SHIRLEY A. WEBSTER
LEWIS H. JORDAN
JERROLD B. OLIVER
G. STEPHEN WALTERS

AREA CODE 515
TELEPHONE 462-3731

December 8, 1984

Ms. Marguerite F. Lary
Clerk of Bankruptcy Court
318 U.S. Courthouse
Des Moines, IA 50309

RECEIVED
DEC. 10 1984
MARGUERITE F. LARY
Clerk, U.S. Bankruptcy Court
Des Moines, Iowa

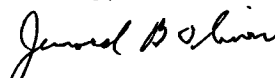
Dear Ms. Lary:

I am enclosing the original and one copy of our Motion to Terminate Automatic Stay and the original and one copy of the Affidavit of Mailing Notice. Please return a file-stamped copy of the Motion and Affidavit to our office in the enclosed self-addressed, stamped envelope.

We assume that you will set this matter for hearing and advise us of the hearing date.

Thank you for your cooperation.

Sincerely,

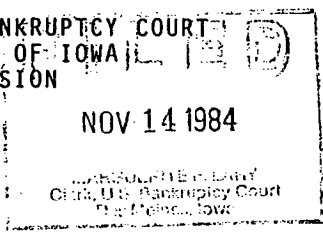

Jerrold B. Oliver

JBO:km

Enclosures

DES MOINES, IOWA 50308
1119 HIGH STREET
ATTORNEYS AT LAW
NEIMAN NEIMAN STONE & SPELLMAN PC

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



* * *

In re:
NICHOLAS CARL BEK
JULIE KAY BEK
f/k/a Julie Kay Nicholson
Debtor(s)

CASE NO. 84-1556-C

TRUSTEE'S REJECTION OF EXECUTORY CONTRACTS
AND REPORT OF NO ASSETS

The trustee herewith rejects the following executory contracts as burdensome to the estate or of inconsequential value to the estate:

1981 Firebird - Due to security interest with the Union State Bank of Winterset, Iowa

Real estate being the 46 acres tract (see legal attached) - Due to mortgage with United States of America Farmers Home Admin.

80 acre real estate tract (see attached for full legal description) - Due to a mortgage with the Union State Bank of Winterset, Iowa; and the second mortgage with the United States of America Farmers Home Administration

Grain bin - Due to security interest with the Agricultural Stabilization Conservation Service of Winterset, Iowa

The trustee reports that he has reviewed the reaffirmation of secured debts on file and that the debtor has complied with the necessary reaffirmation/has revoked his reaffirmation.

The trustee reports that there is no property in this estate. The case should be closed.

Donald F. Neiman
DONALD F. NEIMAN, Trustee
1119 High Street
Des Moines, Iowa 50308
1-515-282-9247

11. 19. 84 te

SCHEDULE B-1

46 acre tract legally described as:

All that part of the North Half ($\frac{1}{2}$) of the Northwest Fractional Quarter ($\frac{1}{4}$), except the North 12 rods in width thereof, lying and being West of the Public Highway, in Section Six (6), in Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, containing $5\frac{1}{4}$ acres, more or less, and a tract of land described as follows, to-wit: Beginning at the Northeast corner of Section One (1), in Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, thence South 1,320.20 feet along the East line of said Section One (1), thence North $89^{\circ} 57' 20''$ West 1311 feet along the South line of the Northeast Fractional Quarter ($\frac{1}{4}$) of the Northeast Quarter ($\frac{1}{4}$) of said Section One (1) to the Southwest corner thereof, thence North $0^{\circ} 01' 45''$ East 1,307.3 feet to the North Quarter Quarter ($\frac{1}{4}$) corner of said Section One (1), thence North $89^{\circ} 28' 45''$ East 1310.4 feet along the North line of said Section One (1) to the point of beginning, containing 39.53 acres more or less, including 1.34 acres of road right-of-way.

80 acre tract legally described as:

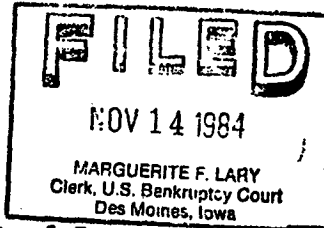
The West Eighty (80) acres of the South Fractional One-half (S. Fr $\frac{1}{2}$) of Section Six (6) in Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF IOWA

In Re : Case No. 84-1556-C

NICHOLAS CARL BEK
JULIE KAY BEK

Debtors.



ORDER DIRECTING CONSOLIDATION

At Des Moines, in the Southern District of Iowa, on
the 14th day of November, 1984.

It appearing at the meeting of creditors that the debtors named above are man and wife, have like schedules of assets and liabilities, have the same counsel, claim no assets in their separate right, and it is to the best interest of creditors that the two estates be consolidated, and no adverse interest being represented, the Court finds the above entitled proceedings should be consolidated.

It is, therefore, ORDERED that the above entitled proceedings be and they are hereby consolidated.

It is further ORDERED that the estates of the debtors are consolidated.

It is further ORDERED that proofs of claim filed in either estate shall be deemed filed only in the consolidated proceedings.

It is further ORDERED that the caption of the consolidated estate shall hereafter be:

In Re : Case No. 84-1556-C
Nicholas Carl Bek
Julie Kay Bek

Debtors.

Marguerite F. Lary
Clerk, U.S. Bankruptcy Court
318 U.S. Courthouse
Des Moines, Iowa 50309



United States
Department of
Agriculture

Agricultural
Stabilization and
Conservation Service

Room 937 Federal Building
Des Moines, Iowa 50309

RECEIVED

NOV 05 1984

MARGUERITE F. LARY
Clerk, U.S. Bankruptcy Court
Des Moines, Iowa

November 2, 1984

Clerk, Marguerite F. Lary
U.S. Bankruptcy Court
Room 318 U.S. Courthouse
Des Moines, Iowa 50309

Please send our office Petition Page only, Notice of Meeting of Creditors
and Schedules A and B for the following:

Daryl D. Jensen	84-781-W
Robert Floyd Beason	84-1397-W
Leo H. Jacobsen	84-1382-W
Anthony Leo Olhava, Jr.	84-1466-W
Leroy W. Peterson	84-1595-W
Raymond J. Osborn, Jr.	84-1590-W
Interstate Nurseries, Inc.	84-1467-W
Charles M. Hribal	84-1518-C
Tom D. Ferguson	84-1609-W
Randall Pelzer	84-1451-W
Edward Nelson	84-931-D
Army Post Grain Co.	84-1138-C
Nicholas Carl Bek	84-1556-C

Sincerely,

Graydon "Hunk" Anderson
State Executive Director

ASCS

11-9 84 CA

RETURNED MAIL

TO: Barry Minear

DATE: 10-29-84

CASE NO: 84-1556-C

Enclosed please find notice for you to forward. Please advise this office of the proper address for our records.

RECEIVED

OCT 30 1984

MARGUERITE F. LARY
Clerk, U.S. Bankruptcy Court
Des Moines, Iowa

General Motors Accept. Corp.

4725 Merle Hay Road

Des Moines, Ia 50310

NOTICE

10-30-84
Barry Minear

Marguerite F. Lary
Clerk, U.S. Bankruptcy Court
318 U.S. Court House
Des Moines, Iowa 50309

SV

RETURNED MAIL

TO: Barry Linear

DATE: 10-29-84

CASE NO: 84-1558-C

Enclosed please find notice for you to forward. Please advise this office of the proper address for our records.

General Motors Acct. Corp.

Marguerite F. Lary
Clerk, U.S. Bankruptcy Court
318 U.S. Court House
Des Moines, Iowa 50309

FILED
OCT 25 1984
MARGUERITE F. LARY
Clerk, U.S. Bankruptcy Court
Des Moines, Iowa

UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF IOWA

ORDER FOR MEETING OF CREDITORS AND FIXING TIMES FOR FILING
OBJECTIONS TO DISCHARGE AND FOR FILING COMPLAINTS TO DETERMINE
DISCHARGEABILITY OF CERTAIN DEBTS, COMBINED WITH NOTICE THEREOF
AND OF AUTOMATIC STAY

To the debtors, their creditors, and other parties in interest:

Order for relief under 11 U.S.C. Chapter 7 having been entered on
petitions filed as follows, to wit:

<u>CASE NOS.</u>	<u>SOC. SEC. NOS.</u>
84-1556-C	██████████ ██████████

NICHOLAS CARL BEK
JULIE KAY BEK
Route 1
St. Charles, Iowa 50240 (his)
413 19th Street
West Des Moines, Iowa 50265 (hers)

Petition filed: October 5, 1984

Atty. for debtor: Barry Minear, 6600 University Avenue, Des Moines, Iowa
50311

1. IT IS ORDERED, AND NOTICE IS HEREBY GIVEN, that a meeting of
creditors pursuant to 11 U.S.C. § 341(a) shall be held at the
U.S. Bankruptcy Meeting Room, 310 U.S. Court House, East First and
Walnut Streets, Des Moines, Iowa

on November 14, 1984 at 1:30 o'clock P.M.

2. The debtors shall appear in person (or, if the debtor is a
partnership, by a general partner, or, if the debtor is a corporation,
by its president or other executive officer), at that time and place
for the purpose of being examined.

3. January 17, 1985 is fixed as the last day for the filing
of objections to the discharge of the debtors, pursuant to U.S.C. § 727.

4. January 17, 1985 is fixed as the last day for the filing
of a complaint to determine the dischargeability of any debt pursuant
to U.S.C. § 523(c).

YOU ARE FURTHER NOTIFIED THAT:

The meeting may be continued or adjourned from time to time by notice
at the meeting without further written notice to creditors.

At the meeting the creditors may file their claims, elect a trustee as permitted by law, designate a person to supervise the meeting, elect a committee of creditors, examine the debtors, and transact such other business as may properly come before the meeting.

As a result of the filing of the petitions, certain acts and proceedings against the debtors and their property are stayed as provided in 11 U.S.C. § 362(a).

If no objection to the discharge of the debtors is filed on or before the last day fixed therefor as stated in subparagraph 3, the debtors will be granted their discharge. If no complaint to determine the dischargeability of a debt under clause (2), (4), or (6), of 11 U.S.C. § 523(a) is filed within the time fixed therefor as stated in subparagraph 4, the debt may be discharged.

In order to have his claim allowed so that he may share in any distribution from the estate, a creditor must file a claim, whether or not he is included in the list of creditors filed by the debtors. Claims which are not filed within 90 days after the above date set for the meeting of creditors will not be allowed, except as otherwise provided by law. A claim may be filed in the office of the Clerk, U.S. Bankruptcy Court, 318 U.S. Court House, East First and Walnut Streets, Des Moines, Iowa 50309, on an official form prescribed for a proof of claim.

Unless the court extends the time, any objection to the debtor's claim of exempt property (Schedule B-4) must be filed within 30 days after the date set for the meeting of creditors.

Within 20 days after the meeting of creditors, the trustee will file an application with the Clerk, U.S. Bankruptcy Court, of property he intends to abandon. If no objection is filed within 15 days after the 20 day period, the property will be deemed abandoned without further action by the Court.

Within 30 days after the meeting of creditors the trustee may file an application with the Clerk, U.S. Bankruptcy Court, of the sale of property back to the debtors of a value of not more than \$2,500.00, without appraisal. If no objection is filed within 15 days after that period, the sale will be final without further action by the Court.

Donald F. Neiman, 1119 High Street, Des Moines, Iowa 50309
(515)282-9247 has been appointed interim trustee
of the estates of the debtors named herein.

DATED: October 25, 1984


RICHARD STAGEMAN
U.S. BANKRUPTCY JUDGE

NOTE: If you require information concerning these cases, call the interim trustee, not the Clerk, U.S. Bankruptcy Court.
Under no circumstances are you to call the Bankruptcy Judge.

IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF IOWA

FILED
OCT 15 1984
MARGUERITE F. LARY
Clark, U.S. Bankruptcy Court
Des Moines, Iowa

IN RE:

NICHOLAS CARL BEK
JULIE KAY BEK
f/k/a Julie Kay Nicholson
Debtors.

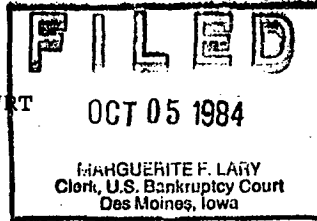
CASE NO. 84-1556-C

ACCEPTANCE OF APPOINTMENT BY INTERIM TRUSTEE

I, Donald F. Neiman, having been
appointed Interim Trustee in the above bankruptcy estate
in accordance with my blanket bond filed with this Court,
pursuant to Bankruptcy Rule 212(b), do hereby accept
appointment in the above case.

DATED: OCT 8 1984


INTERIM TRUSTEE



IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF IOWA

IN RE:

NICHOLAS CARL BEK
JULIE KAY BEK
f/k/a Julie Kay Nicholson

Debtors:

CASE NO. 84-1556-C

ORDER APPOINTING INTERIM
TRUSTEE (TRUSTEE) AND FIXING BOND

At Des Moines, in the Southern District of Iowa, on the
5th day of October, 1984.

It is ORDERED that Donald F. Neiman, of
1119 High Street, Des Moines, Iowa 50308, is hereby
appointed Interim Trustee in the above entitled estate with the
amount of his bond fixed in accordance with his blanket bond
filed with this Court.

It is further ORDERED that in the event no other person is
elected trustee at a meeting of creditors held pursuant to
11 U.S.C. Section 341, the Interim Trustee be, and he is hereby,
appointed trustee of the above entitled estate.

It is further ORDERED that the Interim Trustee appointed is
directed to file an acceptance or rejection within five (5) days
hereof, and if the Interim Trustee is continued as trustee to
file a like acceptance or rejection within five (5) days of
the date of the meeting of creditors held pursuant to 11 U.S.C.
Section 341.

U.S. BANKRUPTCY JUDGE

Copy to Attorney, Trustee, Debtor
(10-09-84 db)

VOLUNTARY CASE: DEBTORS' JOINT PETITION

United States Bankruptcy Court

FOR THE SOUTHERN DISTRICT OF IOWA

In re NICHOLAS CARL BEK and
JULIE KAY BEK, f/k/a
Julie Kay Nicholson
Debtors [include here all names used by Debtors within last
6 years]

Case No. 84-1556-C

VOLUNTARY CASE: DEBTORS' JOINT PETITION

1. Petitioners' post-office address is He: Route 1, St. Charles, Iowa 50240

~~She: 413 10th Street West Des Moines, Iowa 50265~~

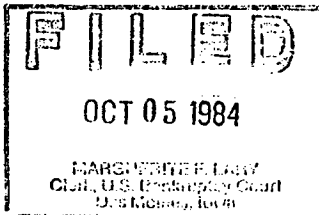
2. Petitioners have resided [or have had their domicile or have had their principal place of business or have had their principal assets] within this district for the preceding 180 days [or for a longer portion of the preceding 180 days than in any other district].

3. Petitioners are qualified to file this petition and are entitled to the benefits of title 11, United States Code as voluntary debtors.

[If appropriate] 4. A copy of petitioners' proposed plan, dated _____, is attached [or Petitioners intend to file a plan pursuant to chapter 11 [or chapter 13] of title 11, United States Code].

WHEREFORE, petitioners pray for relief in accordance with chapter 7 [or chapter 11 or chapter 13] of title 11, United States Code.

RELIEF ORDERED



20
22

Signed [Signature]
Attorney for Petitioners.

Address 6600 University Avenue
Des Moines, Iowa 50311

[Petitioners sign if not represented by attorney.]

Petitioners.

We, NICHOLAS CARL BEK, and JULIE KAY BEK
the petitioners named in the foregoing petition, certify under penalty of perjury that the foregoing is true and correct.

Executed on September 27, 1984

Signature: [Signature]
Signature: [Signature]
Petitioners.

NOTE: This form may be used by a debtor and spouse to commence, voluntarily, a case under chapter 7, Liquidation, chapter 11, Reorganization, or chapter 13, Adjustment of Debts of an Individual with Regular Income. See 11 U.S.C. § 302. Only one filing fee need be paid. 28 U.S.C. § 1930. See the Note following Form No. 1 for discussion of the unsworn declaration at the end of the form.

STATEMENT OF FINANCIAL AFFAIRS FOR DEBTOR NOT ENGAGED IN BUSINESS

United States Bankruptcy Court

for the SOUTHERN District of IOWA

In re Nicholas Carl Bek and Julie Kay Bek, f/k/a Julie Kay Nicholson Debtor (include here all names used by debtor within last six years) Case No.

STATEMENT OF FINANCIAL AFFAIRS FOR DEBTOR NOT ENGAGED IN BUSINESS

(Each question should be answered or the failure to answer explained. If the answer is "none," this should be stated. If additional space is needed for the answer to any question, a separate sheet, properly identified and made a part hereof, should be used and attached. The term "original petition," as used in the following questions, shall mean the petition filed under Rule 1002, 1003, or 1004.)

1. Name and residence. a. What is your full name and social security number?

Nicholas Carl Bek Julie Kay Bek

b. Have you used, or been known by, any other names within the 6 years immediately preceding the filing of the original petition herein? (If so, give particulars.)

She: Julie Kay Nicholson

c. Where do you now reside?

He: Rt. 1, St. Charles, Iowa 50240 She: 413 19th Street, West Des Moines, Iowa 50265 Winterset, Iowa; Van Meter, Iowa

d. Where else have you resided during the 6 years immediately preceding the filing of the original petition herein?

2. Occupation and income. a. What is your occupation?

Farm Hand Sales Clerk George Mueller Get & Go Store Rt. 1, Van Meter, Iowa 1325 Grand Avenue West Des Moines, Iowa

b. Where are you now employed? (Give the name and address of your employer, or the address at which you carry on your trade or profession, and the length of time you have been so employed or engaged.)

c. Have you been in a partnership with anyone, or engaged in any business during the 6 years immediately preceding the filing of the original petition herein? (If so, give particulars, including names, dates, and places.)

Started Farming - 1973 Terminated - 1983

d. What amount of income have you received from your trade or profession during each of the 2 calendar years immediately preceding the filing of the original petition herein?

He: \$14,931 - 1983 Loss - 1982 She: \$1,200.00 None

e. What amount of income have you received from other sources during each of these 2 years? (Give particulars, including each source, and the amount received therefrom.)

ADC

3. Tax returns and refunds. a. Where did you file your federal and state income tax returns for the 2 years immediately preceding the filing of the original petition herein?

Kansas City None Filed

b. What tax refunds (income and other) have you received during the year immediately preceding the filing of the original petition herein?

None None

c. To what tax refunds (income or other), if any, are you, or may you be, entitled? (Give particulars, including information as to any refund payable jointly to you and your spouse or any other person.)

None None

Bank accounts and safe deposit boxes.

a. What bank accounts have you maintained, alone or together with any other person, and in your own or any other name within the 2 years immediately preceding the filing of the original petition herein? (Give the name and address of each bank, the name in which the deposit maintained, and the name and address of every other person authorized to make withdrawals from such account.)

Union State Bank, Winterset, Iowa
Farmers & Merchants Bank, Winterset, Iowa

b. What safe deposit box or boxes or other depository or repositories have you kept or used for your securities, cash, or other valuables within the 2 years immediately preceding the filing of the original petition herein? (Give the name and address of the bank or other depository, the name in which each box or other depository was kept, the name and address of every other person who had the right of access thereto, a brief description of the contents thereof, and, if the box has been surrendered, state when surrendered, or, if transferred, when transferred, and the name and address of the transferee.)

Union State Bank

Books and records.

a. Have you kept books of account or records relating to your affairs within the 2 years immediately preceding the filing of the original petition herein?

Self

b. In whose possession are these books or records? (Give names and addresses.)

Self

c. If any of these books or records are not available, explain.

None

d. Have any books of account or records relating to your affairs been destroyed, lost, or otherwise disposed of within the 2 years immediately preceding the filing of the original petition herein? (If so, give particulars, including date of destruction, loss, or disposition, and reason therefor.)

Some receipts may be lost

Property held for another person.

What property do you hold for any other person? (Give name and address of each person, and describe the property, value thereof, and all writings relating thereto.)

Am using furniture
belonging to Mother

Prior bankruptcy.

What cases under the Bankruptcy Act or title 11, United States Code have previously been brought by or against you? State the location of the bankruptcy court, the nature and number of each case, the date when it was filed, and whether discharge was granted or refused, the case was dismissed, a composition, arrangement, or plan was confirmed.)

None

Receiverships, general assignments, and other modes of liquidation.

a. Was any of your property, at the time of the filing of the original petition herein, in the hands of a receiver, trustee, or other liquidating agent? (If so, give a brief description of the property, the name and address of the receiver, trustee, or other agent, and, if the agent was appointed in a court proceeding, the name and location of the court, the title and number of the case, and the nature thereof.)

None

b. Have you made any assignment of your property for the benefit of your creditors, or any general settlement with your creditors, within one year immediately preceding the filing of the original petition herein? (If so, give dates, the name and address of the assignee, and a brief statement of the terms of assignment or settlement.)

None

Property in hands of third person.

Is any other person holding anything of value in which you have an interest? (Give name and address, location and description of the property, and circumstances of the holding.)

None

10. executions, and attachments. Were you a party to any suit pending at the time of the filing of the original petition herein? (If so, give the name and location of the court and the title and nature of the proceeding.)

Several collection suits, including foreclosure suit on land.

b. Were you a party to any suit terminated within the year immediately preceding the filing of the original petition herein? (If so, give the name and location of the court, the title and nature of the proceeding, and the result.)

Yes - by judgment

c. Has any of your property been attached, garnished, or seized under any legal or equitable process within the year immediately preceding the filing of the original petition herein? (If so, describe the property seized or person garnished, and at whose suit.)

Her wages garnished

11. Loan repaid. What repayments on loans in whole or in part have you made during the year immediately preceding the filing of the original petition herein? (Give the name and address of the lender, the amount of the loan and when received, the amounts and dates of payments and, if the lender is a relative or insider, the relationship.)

Only ordinary payments

12. Transfers of property. a. Have you made any gifts, other than ordinary and usual presents to family members and charitable donations, during the year immediately preceding the filing of the original petition herein? (If so, give names and addresses of donees and dates, description, and value of gifts.)

None

b. Have you made any other transfer, absolute or for the purpose of security, or any other disposition, of real or tangible personal property during the year immediately preceding the filing of the original petition herein? (Give a description of the property, the date of transfer or disposition, to whom transferred or how disposed of, and, if the transferee is a relative or insider, the relationship, the consideration, if any, received therefor, and the disposition of such consideration.)

None

13. Repossessions and returns. Has any property been returned to, or repossessed by, the seller or by a secured party during the year immediately preceding the filing of the original petition herein? (If so, give particulars including the name and address of the party getting the property and its description and value.)

Grain bin repossessed by USDA
Pickup repossessed by GMAG

14. Losses. a. Have you suffered any losses from fire, theft, or gambling during the year immediately preceding or since the filing of the original petition herein? (If so, give particulars, including dates, names, and places, and the amounts of money or value and general description of property lost.)

None

b. Was the loss covered in whole or part by insurance? (If so, give particulars.)

15. Payments or transfers to attorneys. a. Have you consulted an attorney during the year immediately preceding or since the filing of the original petition herein? (Give date, name, and address.)

Gary Kimes Dick Herman
Re: Marital problems Ankeny, Iowa

b. Have you during the year immediately preceding or since the filing of the original petition herein paid any money or transferred any property to the attorney or to any other person on his behalf? (If so, give particulars, including amount paid or value of property transferred and date of payment or transfer.)

See disclosure statement of Barry Minear

c. Have you, either during the year immediately preceding or since the filing of the original petition herein, agreed to pay any money or transfer any property to an attorney at law, or to any other person on his behalf? (If so, give particulars, including amount and terms of obligation.)

None

I, _____, certify under penalty of perjury that I have read the answers contained in the foregoing statement of financial affairs and that they are true and correct to the best of my knowledge, information, and belief.

Executed September 27, 1984 Debtor _____

NOTE: See Note to Form No. 1 for discussion of unsworn statement at the end of this form.

We, Nicholas Carl Bek and Julie Kay Bek, certify under penalty of perjury that we have read the foregoing statement, consisting of _____ sheets, and that they are true and correct to the best of our knowledge, information, and belief.

Executed on _____ Debtor Nicholas Carl Bek
Debtor Julie Kay Bek

SCHEDULES OF ASSETS AND LIABILITIES

United States Bankruptcy Court

of the SOUTHERN

District of IOWA

In re NICHOLAS CARL BEK and Julie Kay Bek f/k/a
Julie Kay Nicholson

Case No. _____

Debtor (include here all names used by debtor within last six years)

Schedule A — STATEMENT OF ALL LIABILITIES OF DEBTOR

Schedules A-1, A-2, and A-3 must include all the claims against the debtor or his property as of the date of the filing of the petition by or against him.

Schedule A-1.—Creditors having priority.

Nature of claim	Name of creditor and complete mailing address including zip code. (If unknown, so state)	Specify when claim was incurred and the consideration therefor; when claim is contingent, unliquidated, disputed or subject to setoff, evidenced by a judgment, negotiable instrument, or other writing, or incurred as partner or joint contractor, so indicated, specify name of any partner or joint contractor on any debt.	Indicate if claim is contingent, unliquidated or disputed	Amount of claim
a. Wages, Salary, and commissions, including vacation severance \$ _____ and sick leave pay owing to workmen, servants, clerks, or traveling or city salesmen on salary or commission basis, whole or part time, whether or not selling exclusively for the debtor, not exceeding \$2,000 to each, earned within 90 days before filing of petition or cessation of business, if earlier (specify date).	None			\$
b. Contributions to employee benefit plans for services rendered within 180 days before filing of petition or cessation of business, if earlier (specify date).	None			
c. Deposits by individuals, not exceeding \$900 for each for purchase, lease, or rental of property or services for personal, family, or household use that were not delivered or provided.	None			
d. Taxes owing (itemize by type of tax and taxing authority)				
<input checked="" type="checkbox"/> To the United States		<input checked="" type="checkbox"/> Internal Revenue Service 1983 Income Taxes		3,661.10
<input checked="" type="checkbox"/> To any state		<input checked="" type="checkbox"/> Iowa Department of Revenue 1983 Income Taxes		748.43
<input checked="" type="checkbox"/> To any other taxing authority		<input checked="" type="checkbox"/> Madison County Treasurer Real estate Taxes Box 152, Winterset, Iowa 50273		2,533.17
Total				\$6,942.70

Schedule A-2. - Creditors Holding Security

Name of creditor and complete mailing address including zip code. (If unknown, so state)	Description of security and date when obtained by creditor	Specify when claim was incurred and the consideration therefor; when claim is contingent, unliquidated, disputed, subject to setoff, evidenced by a judgment, negotiable instrument, or other writing, or incurred as partner or joint contractor, so indicate; specify name of any partner or joint contractor on any debt	Indicate if claim is contingent, unliquidated or disputed	Market value	Amount of claim without deduction of value of security
Union State Bank 201 West Court Winterset, Iowa 50273	Loan March 16, 1979	Security is 80 acre tract		\$ 35,000.00	\$ 35,000.0
	Loan 1982-to purchase	Firebird by Mrs. Bek		5,000.00	5,596.0
United States of America Farmers Home Administration 1208 East 2nd Avenue P.O. Box 158 Indianola, Iowa 50125	Loan October 3, 1979	First Mortgage on 45 acre tract;		20,000.00	281,000.0
Agriculture Stabilization & Conservation Service Commodity Credit Corporation Highway 169 North Winterset, Iowa 50273	Loan-to purchase grain bin October 11, 1979			10,000.00	10,324.9
Total				\$70,000.00	\$331,920.

**Schedule 3.—CREDITORS HAVING UNSECURED
CLAIMS WITHOUT PRIORITY**

Name of creditor (including last known holder of any negotiable instrument) and complete mailing address including zip code. (If unknown, so state)	Specify when claim was incurred and the consideration therefor; when claim is contingent, unliquidated, disputed, subject to setoff, evidenced by a judgment, negotiable instrument, or other writing, or incurred as partner or joint contractor, so indicate; specify name of any partner or joint contractor on any debt	Amount of claim
U.S. Dept of Agriculture Farmers Home Administration 1520 Market Street St. Louis, Missouri 63103	Home office address for FHA	\$ included in A-2
Carl S. Bek R.R. # 1 St. Charles, Iowa 50240 Telephone: (515) 462-4256	Loans 1979-83	25,000.00
Farmland Insurance Co. 1963 Bell Avenue Des Moines, Iowa 50315	July 9, 1982 Insurance	1,338.00
Crop Hail Management 1201 Central Avenue P.O. Box 2645 Great Falls, Montana 59403	Federal Crop Insurance July 9, 1982	971.00
General Motors Acceptance Corp. 7660 Hickman Road Des Moines, Iowa 50322	Loan February 12, 1981	4,637.88
Mercy Medical Center 6th Avenue & University Des Moines, Iowa 50314	Services March 23, 1983	5,259.56
Madison Co. Memorial Hosp. 300 Hutchings Winterset, Iowa 50273	Services September 1983	251.60
Iowa Methodist Medical Ctr. 1200 Pleasant Des Moines, Iowa 50309	Services September 1983	87.75
Robert F. Valestin 421 Laurel Street Suite 306 Des Moines, Iowa 50314	Services June-December 1982	228.00
Ramsey Pontiac 4th & Keo Des Moines, Iowa 50309	Body Work May 29, 1984	141.40
Bertroche Law Offices Post Office Box 2745 Des Moines, Iowa 50315	Attorney for Mercy Medical Center	
Total		

**Schedule / 3.—CREDITORS HAVING INSECURED
CLAIMS WITHOUT PRIORITY**

Name of creditor (including last known holder of any negotiable instrument) and complete mailing address including zip code. (If unknown, so state)	Specify when claim was incurred and the consideration therefor; when claim is contingent, unliquidated, disputed, subject to setoff, evidenced by a judgment, negotiable instrument, or other writing, or incurred as partner or joint contractor, so indicate; specify name of any partner or joint contractor on any debt	Amount of claim
/ Polk County Clerk of Court Polk County Courthouse Des Moines, Iowa 50309	Court Costs	\$ Unknown
/ Webster & Jordan, Lawyers Winterset, Iowa 50273	Attorneys for Union State Bank	
/ Madison County Clerk of Court Winterset, Iowa 50273	Court Costs	Unknown
/ Columbia House Records % Business Professional Accounts Service 330 Mansion House Center St. Louis, Missouri 63102	Records 1983	70.19
/ Reed Motors, Inc. Post Office Box 312 Winterset, Iowa 50273	May 1984 Repair Work	75.05
Total		\$38,060.43

Schedule B. — STATEMENT OF ALL PROPERTY OF DEBTOR

Schedules B-1, B-2, B-3, and B-4 must include all property of the Debtor as of the date of filing of the petition by or against him.

Schedule B-1. — Real property.

Description and location of all real property in which debtor has an interest (including equitable and future interests, interests in estates by the entirety, community property, life estates, leaseholds, and rights and powers exercisable for his own benefit)	Nature of interest (specify all deeds and written instruments relating thereto)	Market value of debtor's interest without deduction for secured claims listed in Schedule A-2 or exemptions claimed in Schedule B-4
45 Acre tract described in attached Schedule B-1		\$ 20,000.00
80 acre tract described in attached Schedule B-1		35,000.00
Total		\$55,000.00

Schedule B-2. — Personal Property.

Type of property	Description and location	Market value of debtor's interest without deduction for secured claims listed on Schedule A-2 or exemptions claimed in Schedule B-4
a. Cash on hand		\$
b. Deposits of money with banking institutions, savings and loan associations, credit unions, public utility companies, landlords, and others		
c. Household goods, supplies, and furnishings		4,000.00
d. Books, pictures, and other art objects; stamp, coin, and other collections		
e. Wearing apparel, jewelry, firearms, sports equipment, and other personal possessions	Wearing apparel \$2,000 1 shotgun \$100; 1 rifle \$50	2,150.00
f. Automobiles, trucks, trailers, and other vehicles	1966 Ford Pickup \$500 1981 Firebird \$6,000	6,500.00
g. Boats, motors, and their accessories		
h. Livestock, poultry, and other animals		
i. Farming supplies and implements		
j. Office equipment, furnishings, and supplies		
k. Machinery, fixtures, equipment, and supplies (other than those listed in Items j and l) used in business		
l. Inventory		
m. Tangible personal property of any other description	Mechanics Tools	1,000.00
n. Patents, copyrights, franchises, and other general intangibles (specify all documents and writings relating thereto)		
o. Government and corporate bonds and other negotiable and nonnegotiable instruments		
p. Other liquidated debts owing debtor		
q. Contingent and unliquidated claims of every nature, including counterclaims of the debtor (give estimated value of each)	Wages and tax refunds	2,000.00
r. Interests in insurance policies (itemize surrender or refund values of each)		
s. Annuities		
t. Stocks and interest in incorporated and unincorporated companies (itemize separately)		
u. Interests in partnerships		
v. Equitable and future interest, life estates, and rights or power exercisable for the benefit of the debtor (other than those listed in schedule B-1) (specify all written instruments relating thereto)		
Total		\$15,650.00

FORM 6 B-1, B-2 OCT. 1, 1979

SCHEDULE B-1

46 acre tract legally described as:

All that part of the North Half ($\frac{1}{2}$) of the Northwest Fractional Quarter ($\frac{1}{4}$), except the North 12 rods in width thereof, lying and being West of the Public Highway, in Section Six (6), in Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, containing $5\frac{1}{2}$ acres, more or less, and a tract of land described as follows, to-wit: Beginning at the Northeast corner of Section One (1), in Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, thence South 1,320.20 feet along the East line of said Section One (1), thence North $89^{\circ} 57' 20''$ West 1311 feet along the South line of the Northeast Fractional Quarter ($\frac{1}{4}$) of the Northeast Quarter ($\frac{1}{4}$) of said Section One (1) to the Southwest corner thereof, thence North $0^{\circ} 01' 45''$ East 1,307.3 feet to the North Quarter Quarter ($\frac{1}{4}$) corner of said Section One (1), thence North $89^{\circ} 28' 45''$ East 1310.4 feet along the North line of said Section One (1) to the point of beginning, containing 39.53 acres more or less, including 1.34 acres of road right-of-way.

80 acre tract legally described as:

The West Eighty (80) acres of the South Fractional One-half (S Fr $\frac{1}{2}$) of Section Six (6) in Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa

Schedule B-3 - Property not otherwise scheduled.

Type of Property	Description and location	Market value of debtor's interest without deduction for secured claims listed in Schedule A-2 or exemption claimed in Schedule B-4
<p>a. Property transferred under assignment for benefit of creditors, within 120 days prior to filing of petition [specify date of assignment, name and address of assignee, amount realized therefrom by the assignee, and disposition of proceeds so far as known to debtor]</p>		\$
<p>b. Property of any kind not otherwise scheduled</p>		

Total None

Debtor selects the following property as exempt pursuant to 11 U.S.C. § 522(d) [or the laws of the State of Iowa

Schedule B-4. - Property claimed as exempt.

Type of property	Location, description, and, so far as relevant to the claim of exemption, present use of property	Specify statute creating the exemption	Value claimed exempt
			\$
Nicholas Carl Bek	Household Goods & Furniture	Sec. 627.6 Iowa Code	2,000.00
	Wearing Apparell	Sec. 627.6 Iowa Code	1,000.00
	Rifle & Shotgun	Sec. 627.6 Iowa Code	150.00
	1966 Ford Pickup	Sec. 627.6 Iowa Code	500.00
	Mechanics Tools	Sec. 627.6 Iowa Code	1,000.00
	Wages & Tax refunds	Sec. 627.6 Iowa Code	1,000.00
Julie Kay Bek	Household Goods & Furniture	Sec. 627.6 Iowa Code	2,000.00
	Wearing Apparell	Sec. 627.6 Iowa Code	1,000.00
	Wages & Tax Refunds	Sec. 627.6 Iowa Code	1,000.00
	1981 Firebird	Sec. 627.6 Iowa Code	6,000.00
Total			\$15,650.00

SUMMARY OF DEBTS AND PRO. ERTY

[From the statements of the debtor in schedules A and B]

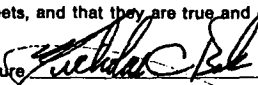
Schedule		Total
DEBTS		
A-1/a,b	Wages, etc. having priority	
A-1(c)	Deposits of money	
A-1/d(1)	Taxes owing United States	
A-1/d(2)	Taxes owing states	
A-1/d(3)	Taxes owing other taxing authorities	
A-2	Secured claims	\$ 331,920.94
A-3	Unsecured claims without priority	38,060.43
	Schedule A total	\$ 369,981.37
PROPERTY		
B-1	Real property (total value)	\$ 55,000.00
B-2/a	Cash on hand	
B-2/b	Deposits	
B-2/c	Household goods	4,000.00
B-2/d	Books, pictures, and collections	
B-2/e	Wearing apparel and personal possessions	2,150.00
B-2/f	Automobiles and other vehicles	6,500.00
B-2/g	Boats, motors, and accessories	
B-2/h	Livestock and other animals	
B-2/i	Farming supplies and implements	
B-2/j	Office equipment and supplies	
B-2/k	Machinery, equipment, and supplies used in business	
B-2/l	Inventory	
B-2/m	Other tangible personal property	1,000.00
B-2/n	Patents and other general intangibles	
B-2/o	Bonds and other instruments	
B-2/p	Other liquidated debts	
B-2/q	Contingent and unliquidated claims	2,000.00
B-2/r	Interests in insurance policies	
B-2/s	Annuities	
B-2/t	Interests in corporations and unincorporated companies	
B-2/u	Interests in partnerships	
B-2/v	Equitable and future interests, rights, and powers in personalty	
B-3/a	Property assigned for benefit of creditors	
B-3/b	Property not otherwise scheduled	
	Schedule B total	\$70,650.00


Unsworn Declaration under Penalty of Perjury of Individual to Schedules A and B

I, _____, certify under penalty of perjury that I have read the foregoing schedules, consisting of _____ sheets, and that they are true and correct to the best of my knowledge, information, and belief.

Executed on September 27, 1984 Signature _____

We, Nicholas Carl Bek and Julie Kay Bek, certify under penalty of perjury that we have read the foregoing schedules, consisting of _____ sheets, and that they are true and correct to the best of our knowledge, information, and belief.

Executed on _____ Signature 

Signature 

Note

These schedules may be used pursuant to § 521(1) of the Bankruptcy Code. The unsworn declarations at the end of the form are in conformity with 28 U.S.C. § 1745. See Note to Form No. 1.

Carl Bek Charles, Iowa 50240	Iowa Meth. Med. Center 1200 Pleasant Des Moines, Iowa 50309	
Julie Kay Bek 13 19th Street West Des Moines, Ia. 50265	Clerk of Court Madison County Winterset, Iowa 50273	Union State Bank 201 W. Court Winterset, IA. 50273
Harry N. Minear Attorney at Law 1600 University Des Moines, Iowa 50311	Madison Co. Mem. Hospital 300 Hutchings Winterset, Iowa 50273	Agriculture Stabilization and Conservation Service Commodity Credit Corp. Highway 169 North Winterset, IA. 50273
Carl S. Bek RR 1 St. Charles, Iowa 50240	Mercy Medical Center 6th Ave. & University Des Moines, Iowa 50314	General Motors Accpt. Corp 4725 Merle Hay Road Des Moines, Iowa 50310
Bertroche Law Offices P.O. Box 2745 Des Moines, Iowa 50315	Polk County Clerk of Court Polk County Courthouse Des Moines, Iowa 50309	
Columbia House Records Bus. Prof. Accts. Service 330 Mansion House Center St. Louis, MO 63102	Ramsey Pontiac 4th & Keo Des Moines, Iowa 50309	
Crop Hail Management 1201 Central Avenue P.O. Box 2645 Great Falls, Montana 59403	Reed Motors, Inc. P.O. Box 312 Winterset, Iowa 50273	
Farmland Insurance Co. 1963 Bell Avenue Des Moines, Iowa 50315	U.S. Dept. of Agriculture Farmers Home Admin. 1520 Market Street St. Louis, MO 63103	
General Motors Accpt Corp 7660 Hickman Road Des Moines, Iowa 50322	Robert F. Valestin 421 Laurel Street Suite 306 Des Moines, Iowa 50314	
Internal Revenue Service Kansas City, MO 64999	Webster & Jorden, Lawyers Winterset, Iowa 50273	
Iowa Dept. of Revenue State Office Building Des Moines, Iowa 50319		