Compared

BK 14
(Rev. 10/79)

FILED NO. 232
BOOK 35 PAGE 204
1984 AUG -8 PM 3:27
MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee $130.00

United States Bankruptcy Court

For the SOUTHERN District of IOWA

I, Marguerite F. Lary Clerk of Bankruptcy Court

in and for said District, do hereby certify that the attached copy of Voluntary Petition. Schedule B-1. Order Appointing Interim Trustee (trustee) and Fixing Bond. Affidavit of Mailing. Notice of Application to Modify Notice and to Sell Property at Public Auction.

in the case of SAMMIE & DOROTHY PETTIT

debtor, No. 84-93-C has been compared with the original thereof and that it is a complete and correct copy of such original as it appears of record and on file in my office.

In testimony whereof I have hereunto set my hand at Des Moines, Iowa

in said District, this 3rd day of August, 19 84

UNITED STATES BANKRUPTCY COURT ☆ SEAL

Marguerite F. Lary
Clerk of Bankruptcy Court

Debbie Blumberg
Deputy Clerk

[*Seal of the U.S. Bankruptcy Court*]

Date of issuance: 8-3-84

FPI-MAR—8-21-80-30M—4647

FORM NO. 2

VOLUNTARY CASE: DEBTORS' JOINT PETITION

United States Bankruptcy Court

FOR THE SOUTHERN DISTRICT OF IOWA

In re SAMMIE PETTIT and
DOROTHY PETTIT,
Debtors [include here all names used by Debtors within last 6 years]

Case No. 84-93C

VOLUNTARY CASE: DEBTORS' JOINT PETITION

1. Petitioners' post-office address is R. R. 3, Box 137, Winterset, Iowa 50273

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.

Signed James L. Spellman
James L. Spellman Attorney for Petitioners.
Address 1119 High Street
Des Moines, Iowa 50308
[Petitioners sign if not represented by attorney.]

Petitioners.

RELIEF ORDERED
FILED
JAN 20 1984
4:45 p.m.
MARGUERITE F. LADY
Clerk, U.S. Bankruptcy Court
Des Moines, Iowa

We, Sammie Pettit, and Dorothy L. Pettit, the petitioners named in the foregoing petition, certify under penalty of perjury that the foregoing is true and correct.

Executed on January 20, 1984

Signature: X Sammie Pettit
Sammie Pettit
Signature: X Dorothy L. Pettit
Dorothy L. Pettit
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.

FORM NO. 2 OCTOBER 1, 1979

IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF IOWA

FILED
JAN 20 1984
Clerk, U.S. Bankruptcy Court
Des Moines, Iowa

IN RE:

SAMMIE PETTIT
DOROTHY PETTIT
engaged in famring

Debtors.

CASE NO. 84-00093-C

ORDER APPOINTING INTERIM
TRUSTEE (TRUSTEE) AND FIXING BOND

At Des Moines, in the Southern District of Iowa, on the 20th day of January, 1984.

It is ORDERED that Thomas L. Flynn, of 222 Equitable Building, Des Moines, Iowa 50309, 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
(01-20-84 db)
JAN 25 1984

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

IN RE: SAMMIE PETTIT and DOROTHY PETTIT, Debtors.	Case No. 84- 93-C
THOMAS L. FLYNN, Trustee, Plaintiff, vs. UNION STATE BANK, Defendant.	Adversary No. _____ AFFIDAVIT OF MAILING

The undersigned being first duly sworn on oath states that on the 4th day of April, 1984, she personally mailed a "Notice of Application To Modify Notice and to Sell Property at Public Auction" by ordinary mail, each being mailed in a sealed envelope with proper postage thereon, addressed to said persons respectively at their last known Post Office addresses, by depositing same on said date in a United States Post Office mail receptacle in said County to wit:

To all creditors listed on attached Exhibit

Jayne Marie Bongaars

Subscribed and sworn to before me this 4th day of ~~March~~ April, 1984.

Marilyn Jane Roth
Notary Public in and for the State of Iowa

Sammie & Dorothy Pettit
R.R. #3, Box 137
Winterset, IA 50273

Union State Bank
201 West Court
Winterset, IA 50273

Thomas L. Flynn
222 Equitable Bldg.
Des Moines, IA 50309

Madison County Treasurer
Madison County Courthouse
Winterset, IA 50273

M & W Service Co.
P.O. Box 191
Winterset, IA 50273

Broadlawns Medical Center
18th & Hickman Road
Des Moines, IA 50314

Iowa Methodist Medical
Center
1200 Pleasant Street
Des Moines, IA 50308

Dr. Austin Schill
421 Locust Street
Des Moines, IA 50309

Brittain Standard Parts
Winterset, IA 50273

Webster, Jordan, Oliver &
Walters
Farmers & Merchants Bank
Bldg.
Winterset, IA 50273

J. C. Penney
P.O. Box 1560
Minneapolis, MN 55440

Doc's Soft Water
102 North 1st Avenue
Winterset, IA 50273

Montgomery Ward
P.O. Box 781
Shawnee Mission, KS 66279

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

IN RE: SAMMIE PETTIT and DOROTHY PETTIT, Debtors.	)	Case No. 84-93-C
THOMAS L. FLYNN, Trustee, Plaintiff, vs. UNION STATE BANK, Defendant.	)	Adversary No. _____

NOTICE OF APPLICATION TO MODIFY NOTICE AND TO
SELL PROPERTY AT PUBLIC AUCTION

Please be advised that Thomas L. Flynn, Trustee of the above-captioned estate, has filed an Application To Modify Notice and to Sell Property At Public Auction wherein he stated:

1. On the 20th day of January, 1984, Debtors filed a voluntary Petition in Bankruptcy.

2. That the Court has jurisdiction over this matter pursuant to 28 U.S.C. Section 1471 and 11 U.S.C. Section 363.

3. That a portion of the Debtors' estate consists of real property in Madison County, Iowa, legally described on the attached Exhibit "A".

4. That Trustee proposes to sell such real estate except for a 40 acre portion which has been claimed excempt, such property legally described as follows:

> North 20 acres of the Southwest Quarter of the Southeast Quarter and North 5 acres of the West Half of the Southeast Quarter of the Southeast Quarter and South 15 acres of the East three-quarters Except the East 960 feet of said East three-quarters of the North Half of the Southeast Quarter, all in Section 21, Township 75 North, Range 28 West of the 5th P.M., Madison County, Iowa.

5. The Union State Bank claims a lien on the real estate described on the attached Exhibit "A" in the approximate amount of $129,568.92, and such lien should attach to the proceeds of such sale.

6. The sale of such real estate will be held at public auction on the farm property on Friday, April 27, 1984, at 10 o'clock a.m.

7. The Trustee believes it would be in the best interest of the Debtors' estate for the property to be sold.

8. That Mundell and Stowell, auctioneers at Winterset, Iowa, have agreed to conduct such auction for a commission of 2 percent plus advertising costs.

9. That in order to sell such real estate in time for the spring crops to be planted, it would be in the best interest of the Debtors' estate to shorten the time to answer to ten (10) days as prescribed in Bankrutpcy Rule 7012.

YOU ARE HEREBY NOTIFIED THAT THE SALE OF SUCH PROPERTY UPON THE TERMS AND CONDITIONS NOTED ABOVE WILL BE AUTHORIZED AND APPROVED WITHIN TEN (10) DAYS OF THE DATE OF MAILING THIS NOTICE UNLESS ANY INTERESTED PARTY FILES AN OBJECTION OR REQUESTS A HEARING THERETO.

PLEASE TAKE NOTICE AND GOVERN YOURSELF ACCORDINGLY.

Thomas L. Flynn, Trustee

Tract #1

The SW¼ SE¼ and the W½ SE¼ SE¼ except the West 984.02 feet thereof all in Section 21, Township 75 North, Range 28 West of the 5th P.M., Madison County, Iowa and containing 30 acres more or less.

Tract #2

The E½ of the NW¼ SE¼; the NE¼ of the SE¼; the E½ of the SW¼ of the NE¼ lying South of Middle River; and the SE¼ of the NE¼ lying south of Middle River except the following three parcels: (1) Commencing at the SE Corner of the NE¼ of the SE¼ thence N 87°43'13" W 646.13 feet; thence S 89°25'01" W 313.87 feet to point of beginning; thence continuing S89°25'01" W 971.46 feet; thence N 00°48'12" W 448.40 feet; thence N 89°25'01" E 971.46 feet; thence S 00°48'12" E 448.40 feet to point of beginning containing 10.0 acres more or less; (2) Commencing at the SE Corner of the N½ of the SE¼ and running thence West 660 feet; thence North 64 feet to the center of the public road to the Point of Beginning; thence West 300 feet; thence North 726 feet; thence East 300 feet; thence South 726 feet to the Point of Beginning; and (3) Commencing at the SE Corner of the N½ of the SE¼ running thence West 660 feet; thence North 64 feet to the center of the public road; thence Northeast 900 feet down the center of the public road to the East line of Section 21; thence South 820 feet up the center of the public road to point of beginning; all of the above being in Section 21, Township 75 North, Range 28 West of the 5th P.M., Madison County, Iowa and the West two and one-fourth (W 2¼) acres of the SW¼ of the NW¼ of Section 22, Township 75 North, Range 28 West of the 5th P.M., Madison County, Iowa. The total parcel contains 97.3 acres more or less.

Tract #3

The North 44 acres of the W½ of the SW¼ and all of the SW¼ of the NW¼ lying South of the public highway except commencing at a point 102 feet south of the SW corner of the NW¼ of the SW¼; thence East 312 feet; thence North 419 feet; thence West 312 feet; thence South 419 feet to point of beginning containing 3.00 acres more or less and a perpetual easement commencing at the point 120 feet North of the SE corner of the above-described tract and 10 feet on either side of a line running due East 135 feet for the purpose of installing, repairing, maintaining and replacing a well, pump and necessary water lines; all of the above is in Section 22, Township 75 North, Range 28 West of the 5th P.M., Madison County, Iowa and contains 51 acres more or less.

EXHIBIT "A"

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 the filing of the petition by or against him.

Schedule B–1. – Real property.

9

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 H & W
		$
Farm Real Estate: Description is attached hereto, marked Exhibit A		172,800.0
	Total	172,800.0

/0

REAL ESTATE - EXHIBIT A

The Southwest Quarter (SW¼) of the Southeast Quarter, and the West Half (W½) of the Southeast Quarter (SE¼) of the Southeast Quarter (SE¼), and the East Half (E½) of the Northwest Quarter (NW¼) of the Southeast Quarter (SE¼), and the East 77 3/4 rods of the Southeast Quarter (SE¼) of the Northeast Quarter (NE¼) and all that part of the East Half (E½) of the Southwest Quarter (SW¼) of the Northeast Quarter (NE¼) and of the West 2 1/4 rods of the Southeast Quarter (SE¼) of the Northeast Quarter (NE¼) which lies South of Middle River, and the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼) except the following two tracts of real estate, to-wit: Commencing at the Southeast Corner of the North Half (N½) of said Southeast Quarter (SE¼), running thence West 660 feet, thence North 64 feet to the center of the public road, thence Northeast 900 feet down the center of the public road to the East line of said Northeast Quarter (NE¼) of the Southeast Quarter (SE¼), thence South 820 feet up the center of the public road to the point of beginning, and commencing at a point 660 feet West and 64 feet North of the Southeast Corner of the North Half (N½) of said Southeast Quarter (SE¼), thence West 300 feet, thence North 726 feet, thence East 300 feet, thence South 726 feet to the point of beginning, all in Section Twenty-one (21); and the North 44 Acres of the West Half (W½) of the Southwest Quarter (SW¼) except the South 30 feet thereof and except the North 419 feet of the South 449 feet of the West 312 feet thereof, and all that part of the Southwest Quarter (SW¼) of the Northwest Quarter (NW¼) lying South of the public highway, containing 10 acres, more or less, and the West 2 1/4 acres of the Southwest Quarter (SW¼) of the Northwest Quarter (NW¼), all in Section Twenty-two (22); all in Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa,

BK 14
(Rev. 10/79)

United States Bankruptcy Court

For the SOUTHERN District of IOWA

I, Marguerite F. Lary Clerk of Bankruptcy Court

in and for said District, do hereby certify that the attached copy of Order Confirming Sale.

Order Modifying Notice on Sale of Property other than in the Ordinary Courseof Business. Amendment to Complaint to Sell Property Free and Clear of Liens and Interests. Application to Modify Notice and to Sell Property at Public Auction. Consent to Sale. Order Confirming Sale.

in the case of Sammie & Dorothy Pettit

Adv.# 84-0050
debtor, No. 84-93-C has been compared with the original thereof and that it is a complete and correct copy of such original as it appears of record and on file in my office.

In testimony whereof I have hereunto set my hand at Des Moines, Iowa

in said District, this 31st day of July, 19 84

UNITED STATES BANKRUPTCY COURT ★ SEAL

Marguerite F. Lary,
Clerk of Bankruptcy Court

Debbie Blumberg,
Deputy Clerk

[*Seal of the U.S. Bankruptcy Court*]

Date of issuance: 07-31-84

FPI-MAR—8-21-80-30M—4654

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

FILED
APR 04 1984
MARGUERITE F. LARY
Clerk, U.S. Bankruptcy Court
Des Moines, Iowa

IN RE:	)	
	)	
SAMMIE PETTIT and	)	Case No. 84-93-C
DOROTHY PETTIT,	)	
	)	
Debtors.	)	

THOMAS L. FLYNN, Trustee,	)	
	)	
Plaintiff,	)	Adversary No. 84-0050
	)	
vs.	)	
	)	
UNION STATE BANK,	)	
	)	
Defendant.	)	

APPLICATION TO MODIFY NOTICE AND TO
SELL PROPERTY AT PUBLIC AUCTION

COMES NOW, Thomas L. Flynn, Trustee for the above-named Debtors, and respectfully states:

1. On the 20th day of January, 1984, Debtors filed a voluntary Petition in Bankruptcy.

2. That the Court has jurisdiction over this matter pursuant to 28 U.S.C. Section 1471 and 11 U.S.C. Section 363.

3. That a portion of the Debtors' estate consists of real property in Madison County, Iowa, legally described on the attached Exhibit "A".

4. That Trustee proposes to sell such real estate except for a 40 acre portion which has been claimed exempt, such property legally described as follows:

> North 20 acres of the Southwest Quarter of the Southeast Quarter and North 5 acres of the West Half of the Southeast Quarter of the Southeast Quarter and South 15 acres of the East three-quarters Except the East 960 feet of said East three-quarters of the North Half of the Southeast Quarter, all in Section 21, Township 75 North, Range 28 West of the 5th P.M., Madison County, Iowa.

5. The Union State Bank claims a lien on the real estate described on the attached Exhibit "A" in the approximate amount of $129,568.92, and such lien should attach to the proceeds of such sale.

6. The sale of such real estate will be held at public auction on the farm property on Friday, April 27, 1984, at 10 o'clock a.m.

7. The Trustee believes it would be in the best interest of the Debtors' estate for the property to be sold.

8. That Mundell and Stowell, auctioneers at Winterset, Iowa, have agreed to conduct such auction for a commission of 2 percent plus advertising costs.

9. That in order to sell such real estate in time for the spring crops to be planted, it would be in the best interest of the Debtors' estate to shorten the time to answer to ten (10) days as prescribed in Bankruptcy Rule 7012.

WHEREFORE, the undersigned prays:

1. That the time to file an answer be reducted to ten (10) days.

2. That the Court enter an Order authorizing the sale of the property described on the attached Exhibit "A" at public auction as outlined above and that Mundell and Stowell be paid a commission of 2 percent plus costs of advertising.

THOMAS L. FLYNN, Trustee in Bankruptcy
222 Equitable Building
Des Moines, IA 50309
Telephone: (515) 244-4201

Exhibit "A"

The Southwest Quarter (SW¼) of the Southeast Quarter, and the West Half (W½) of the Southeast Quarter (SE¼) of the Southeast Quarter (SE¼), and the East Half (E½) of the Northwest Quarter (NW¼) of the Southeast Quarter (SE¼), and the East 77 3/4 rods of the Southeast Quarter (SE¼) of the Northeast Quarter (NE¼) and all that part of the East Half (E½) of the Southwest Quarter (SW¼) of the Northeast Quarter (NE¼) and of the West 2 1/4 rods of the Southeast Quarter (SE¼) of the Northeast Quarter (NE¼) which lies South of Middle River, and the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼) except the following two tracts of real estate, to-wit: Commencing at the Southeast Corner of the North Half (N½) of said Southeast Quarter (SE¼), running thence West 660 feet, thence North 64 feet to the center of the public road, thence Northeast 900 feet down the center of the public road to the East line of said Northeast Quarter (NE¼) of the Southeast Quarter (SE¼), thence South 820 feet up the center of the public road to the point of beginning, and commencing at a point 660 feet West and 64 feet North of the Southeast Corner of the North Half (N½) of said Southeast Quarter (SE¼), thence West 300 feet, thence North 726 feet, thence East 300 feet, thence South 726 feet to the point of beginning, all in Section Twenty-one (21); and the North 44 Acres of the West Half (W½) of the Southwest Quarter (SW¼) except the South 30 feet thereof and except the North 419 feet of the South 449 feet of the West 312 feet thereof, and all that part of the Southwest Quarter (SW¼) of the Northwest Quarter (NW¼) lying South of the public highway, containing 10 acres, more or less, and the West 2 1/4 acres of the Southwest Quarter (SW¼) of the Northwest Quarter (NW¼), all in Section Twenty-two (22); all in Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa,

15.

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

FILED
APR 26 1984
MARGUERITE F. LARY
Clerk, U.S. Bankruptcy Court
Des Moines, Iowa

IN RE:	)	
	)	Case No. 84-93-C
SAMMIE PETTIT and	)	
DOROTHY PETTIT,	)	
	)	
Debtors.	)	

THOMAS L. FLYNN, Trustee,	)	
	)	
Plaintiff,	)	Adversary No. 84-0050
	)	
vs.	)	
	)	
UNION STATE BANK,	)	
	)	
Defendant.	)	

AMENDMENT TO COMPLAINT TO SELL PROPERTY
FREE AND CLEAR OF LIENS AND INTERESTS

COMES NOW, Thomas L. Flynn, Trustee in Bankruptcy for the above-named Debtors and amends his Complaint to Sell filed April 4, 1984, in the following manner:

1. Paragraph 4 of such Complaint described the property to be sold. Since the date of filing such Complaint the Trustee has had the property surveyed, a copy of the legal description resulting from such survey is attached hereto, marked Exhibit "A" and by this reference made a part hereof.

2. That since the filing of such Complaint, Debtors' attorney filed an amended legal description to the exempt portion of the farm which amended exemption the Union State Bank and the Trustee agree to. Such exempted portion is described as follows:

> The West 30 acres of all that part of the W½SE¼ lying South of the East-West public road located in said W½SE¼ and the South 10 acres of all that part of the SE¼ lying North of the East-West public road located in said SE¼ and lying West of the East 960 feet of said SE¼, and lying East of the West ¼ of said SE¼, all in Section 21, Township 75 North, Range 28 West of the 5th P.M., Madison County, Iowa.

3. In all other respects the Complaint as filed April 4, 1984, remains unchanged.

WHEREFORE, the Debtors pray that the Court enter an order authorizing the sale of the property pursuant to the terms and conditions described in the Complaint filed April 4, 1984, with the amendments thereto described above.

Thomas L. Flynn, Trustee
222 Equitable Building
Des Moines, IA 50309
(515) 244-4201

Copy to:

John E. Casper
223 E. Court Avenue
Winterset, IA 50273

ATTORNEY FOR DEFENDANT

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 ..... 19 .....

Tract #1

The SW¼ SE¼ and the W½ SE¼ SE¼ except the West 984.02 feet thereof all in Section 21, Township 75 North, Range 28 West of the 5th P.M., Madison County, Iowa and containing 30 acres more or less.

Tract #2

The E½ of the NW¼ SE¼; the NE¼ of the SE¼; the E½ of the SW¼ of the NE¼ lying South of Middle River; and the SE¼ of the NE¼ lying south of Middle River except the following three parcels: (1) Commencing at the SE Corner of the NE¼ of the SE¼ thence N 87°43'13" W 646.13 feet; thence S 89°25'01" W 313.87 feet to point of beginning; thence continuing S89°25'01" W 971.46 feet; thence N 00°48'12" W 448.40 feet; thence N 89°25'01" E 971.46 feet; thence S 00°48'12" E 448.40 feet to point of beginning containing 10.0 acres more or less; (2) Commencing at the SE Corner of the N½ of the SE¼ and running thence West 660 feet; thence North 64 feet to the center of the public road to the Point of Beginning; thence West 300 feet; thence North 726 feet; thence East 300 feet; thence South 726 feet to the Point of Beginning; and (3) Commencing at the SE Corner of the N½ of the SE¼ running thence West 660 feet; thence North 64 feet to the center of the public road; thence Northeast 900 feet down the center of the public road to the East line of Section 21; thence South 820 feet up the center of the public road to point of beginning; all of the above being in Section 21, Township 75 North, Range 28 West of the 5th P.M., Madison County, Iowa and the West two and one-fourth (W 2¼) acres of the SW¼ of the NW¼ of Section 22, Township 75 North, Range 28 West of the 5th P.M., Madison County, Iowa. The total parcel contains 97.3 acres more or less.

Tract #3

The North 44 acres of the W½ of the SW¼ and all of the SW¼ of the NW¼ lying South of the public highway except commencing at a point 102 feet south of the SW corner of the NW¼ of the SW¼; thence East 312 feet; thence North 419 feet; thence West 312 feet; thence South 419 feet to point of beginning containing 3.00 acres more or less and a perpetual easement commencing at the point 120 feet North of the SE corner of the above-described tract and 10 feet on either side of a line running due East 135 feet for the purpose of installing, repairing, maintaining and replacing a well, pump and necessary water lines; all of the above is in Section 22, Township 75 North, Range 28 West of the 5th P.M., Madison County, Iowa and contains 51 acres more or less.

EXHIBIT "A"

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

FILED
APR 4 - 1984
MARGUERITE F. LARY
Clerk, U.S. Bankruptcy Court
Des Moines, Iowa

IN RE:	)	
	)	
SAMMIE PETTIT and	)	Case No. 84-93-C
DOROTHY PETTIT,	)	
	)	
Debtors.	)	

THOMAS L. FLYNN, Trustee,	)	
	)	
Plaintiff,	)	Adversary No. 84-0050
	)	
vs.	)	
	)	
UNION STATE BANK,	)	
	)	
Defendant.	)	

ORDER MODIFYING NOTICE ON SALE OF PROPERTY
OTHER THAN IN THE ORDINARY COURSE OF BUSINESS

At Des Moines, Iowa, on the 4th day of April, 1984, in the United States Bankruptcy Court for the Southern District of Iowa.

On the 4th day of April, 1984, there came before the Court an Application To Modify The Notice and To Sell Property At Public Auction.

NOW, having fully examined the matter, the Court enters the following Order.

IT IS ORDERED:

1. That ten (10) days notice to creditors and parties in interest shall be deemed sufficient to sell the property as described in the Debtors' Application.

RICHARD STAGEMAN, U.S. BANKRUPTCY JUDGE
SOUTHERN DISTRICT OF IOWA

FILED
APR 16 1984
MARGUERITE F. LARY
Clerk, U.S. Bankruptcy Court
Des Moines, Iowa

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

IN RE:	)	
	)	
SAMMIE PETTIT and	)	Case No. 84-93-C
DOROTHY PETTIT,	)	
	)	
Debtors.	)	

THOMAS L. FLYNN, Trustee,	)	
	)	
Plaintiff,	)	
	)	Adversary No. 84-0050
vs.	)	
	)	
UNION STATE BANK,	)	
	)	
Defendant.	)	

CONSENT TO SALE

COMES NOW Union State Bank of Winterset, Iowa, and hereby confirms that it has received a copy of the Application to Sell Real Property filed by Thomas L. Flynn, Trustee, and concerning the farm property in Madison County, Iowa, and legally described on the attached Exhibit "A" at public auction to be held on the farm premises on April 27, 1984, at 10:00 a.m.

UNION STATE BANK

BY John E Cooper

ITS Attorney for Bank

223 East Court Avenue
Winterset, Iowa 50273
Telephone: (515) 462-4912

APR 17 1984

20

Tract #1

The SW¼ SE¼ and the W½ SE¼ SE¼ except the West 984.02 feet thereof all in Section 21, Township 75 North, Range 28 West of the 5th P.M., Madison County, Iowa and containing 30 acres more or less.

Tract #2

The E½ of the NW¼ SE¼; the NE¼ of the SE¼; the E½ of the SW¼ of the NE¼ lying South of Middle River; and the SE¼ of the NE¼ lying south of Middle River except the following three parcels: (1) Commencing at the SE Corner of the NE¼ of the SE¼ thence N 87°43'13" W 646.13 feet; thence S 89°25'01" W 313.87 feet to point of beginning; thence continuing S89°25'01" W 971.46 feet; thence N 00°48'12" W 448.40 feet; thence N 89°25'01" E 971.46 feet; thence S 00°48'12" E 448.40 feet to point of beginning containing 10.0 acres more or less; (2) Commencing at the SE Corner of the N½ of the SE¼ and running thence West 660 feet; thence North 64 feet to the center of the public road to the Point of Beginning; thence West 300 feet; thence North 726 feet; thence East 300 feet; thence South 726 feet to the Point of Beginning; and (3) Commencing at the SE Corner of the N½ of the SE¼ running thence West 660 feet; thence North 64 feet to the center of the public road; thence Northeast 900 feet down the center of the public road to the East line of Section 21; thence South 820 feet up the center of the public road to point of beginning; all of the above being in Section 21, Township 75 North, Range 28 West of the 5th P.M., Madison County, Iowa and the West two and one-fourth (W 2¼) acres of the SW¼ of the NW¼ of Section 22, Township 75 North, Range 28 West of the 5th P.M., Madison County, Iowa. The total parcel contains 97.3 acres more or less.

Tract #3

The North 44 acres of the W½ of the SW¼ and all of the SW¼ of the NW¼ lying South of the public highway except commencing at a point 102 feet south of the SW corner of the NW¼ of the SW¼; thence East 312 feet; thence North 419 feet; thence West 312 feet; thence South 419 feet to point of beginning containing 3.00 acres more or less and a perpetual easement commencing at the point 120 feet North of the SE corner of the above-described tract and 10 feet on either side of a line running due East 135 feet for the purpose of installing, repairing, maintaining and replacing a well, pump and necessary water lines; all of the above is in Section 22, Township 75 North, Range 28 West of the 5th P.M., Madison County, Iowa and contains 51 acres more or less.

EXHIBIT "A"

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

FILED
APR 27 1984
MARGUERITE F. LAMY
Clerk, U.S. Bankruptcy Court
Des Moines, Iowa

21

IN RE:	)	
	)	
SAMMIE PETTIT and	)	Case No. 84-93-C
DOROTHY PETTIT,	)	
	)	
Debtors.	)	

THOMAS L. FLYNN, Trustee,	)	
	)	
Plaintiff,	)	Adversary No. 84-0050
	)	
vs.	)	
	)	
UNION STATE BANK,	)	
	)	
Defendant.	)	

ORDER CONFIRMING SALE

The Complaint and Amendments thereto of Thomas L. Flynn, Trustee in the above-captioned bankruptcy estate, for authority to sell the Pettit farm at public auction to be held April 27, 1984, at 10:00 a.m. at the farm premises, having come before this Court and it appearing that notice of said Complaint has been sent to all interested parties and that the Union State Bank has consented to such sale, it is, therefore

ORDERED, ADJUDGED AND DECREED that Thomas L. Flynn is authorized to sell at public auction the Pettit farm legally described on the attached Exhibit "A" with the exception of the Debtors' exempt 40 acres legally described on the attached Exhibit "B" and that the Trustee is further authorized to execute the necessary documents to effectuate such sale.

Richard Stageman

Richard Stageman, Bankruptcy Judge

Tract #1

The SW¼ SE¼ and the W½ SE¼ SE¼ except the West 984.02 feet thereof all in Section 21, Township 75 North, Range 28 West of the 5th P.M., Madison County, Iowa and containing 30 acres more or less.

Tract #2

The E½ of the NW¼ SE¼; the NE¼ of the SE¼; the E½ of the SW¼ of the NE¼ lying South of Middle River; and the SE¼ of the NE¼ lying south of Middle River except the following three parcels: (1) Commencing at the SE Corner of the NE¼ of the SE¼ thence N 87°43'13" W 646.13 feet; thence S 89°25'01" W 313.87 feet to point of beginning; thence continuing S89°25'01" W 971.46 feet; thence N 00°48'12" W 448.40 feet; thence N 89°25'01" E 971.46 feet; thence S 00°48'12" E 448.40 feet to point of beginning containing 10.0 acres more or less; (2) Commencing at the SE Corner of the N½ of the SE¼ and running thence West 660 feet; thence North 64 feet to the center of the public road to the Point of Beginning; thence West 300 feet; thence North 726 feet; thence East 300 feet; thence South 726 feet to the Point of Beginning; and (3) Commencing at the SE Corner of the N½ of the SE¼ running thence West 660 feet; thence North 64 feet to the center of the public road; thence Northeast 900 feet down the center of the public road to the East line of Section 21; thence South 820 feet up the center of the public road to point of beginning; all of the above being in Section 21, Township 75 North, Range 28 West of the 5th P.M., Madison County, Iowa and the West two and one-fourth (W 2¼) acres of the SW¼ of the NW¼ of Section 22, Township 75 North, Range 28 West of the 5th P.M., Madison County, Iowa. The total parcel contains 97.3 acres more or less.

Tract #3

The North 44 acres of the W½ of the SW¼ and all of the SW¼ of the NW¼ lying South of the public highway except commencing at a point 102 feet south of the SW corner of the NW¼ of the SW¼;thence East 312 feet; thence North 419 feet; thence West 312 feet; thence South 419 feet to point of beginning containing 3.00 acres more or less and a perpetual easement commencing at the point 120 feet North of the SE corner of the above-described tract and 10 feet on either side of a line running due East 135 feet for the purpose of installing, repairing, maintaining and replacing a well, pump and necessary water lines; all of the above is in Section 22, Township 75 North, Range 28 West of the 5th P.M., Madison County, Iowa and contains 51 acres more or less.

EXHIBIT "A"

Description:

A parcel of land in the Southeast Quarter of Section 21, Township 75 North, Range 28 West of the 5th Principal Meridian, Madison County, Iowa, more particularly described as:

23

Beginning at the South Quarter corner of Section 21, Township 75 North, Range 28 West of the 5th P.M., Madison County, Iowa; thence along the west line of the Southwest Quarter of the Southeast Quarter of said section on an assumed bearing of North 00°00'00" East a distance of 1317.99 feet; thence along the north line of aforesaid Southwest Quarter of the Southeast Quarter, North 89°25'01" East 680.84 feet; thence North 00°48'12" West 448.40 feet; thence North 89°25'01" East 971.46 feet; thence South 00°48'12" East 448.40 feet to the north line of the Southeast Quarter of the Southeast Quarter; thence along said north line and the north line of the Southwest Quarter of the Southeast Quarter, South 89°25'01" West 668.28 feet; thence South 00°00'00" East 1338.20 feet to the south line of aforesaid Southwest Quarter of the Southeast Quarter; thence along said south line, North 89°24'23" West 984.02 feet to the Point of Beginning, containing 40.000 acres, more or less, including public roads, and 37.134 acres, more or less, excluding public roads.

EXHIBIT "B"

IOWA STATE BAR ASSOCIATION
Official Form No. 21.2 (Trade Mark Registered. State of Iowa. 1967)

FOR THE LEGAL EFFECT OF THE USE OF THIS FORM, CONSULT YOUR LAWYER

REAL ESTATE CONTRACT (SHORT FORM)

It Is Agreed between Estate of Sammie Pettit and Dorothy Pettit

of Madison County, Iowa, **Sellers,** and, Union State Bank of Winterset

of Madison County, Iowa, **Buyers:**

That Sellers hereby agree to sell and Buyers hereby agree to buy the real estate situated in Madison County, Iowa, described as:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

together with all easements and servient estates appurtenant thereto, upon the following terms:

1. **TOTAL PURCHASE PRICE** for said property is the sum of Seventy-one Thousand and no/100 Dollars ($71,000.00) of which Fourteen Thousand Two Hundred and no/100 Dollars ($14,200.00) has been paid herewith, receipt of which is hereby acknowledged by Sellers; and Buyers agree to pay the balance to Sellers at residence of Sellers, or as directed by Sellers, as follows:

all balances due upon Sellers tender of Court Officer Deed and of abstract showing marketable title

2. **INTEREST.** Buyers agree to pay interest from the date of possession upon the unpaid balances, at the rate of ten per cent per annum, payable upon closing. ~~XXXXXXX~~

3. **TAXES.** Sellers agree to pay all property taxes accrued to the date of Buyer's possession payable during the fiscal year commencing July 1, 1984, and any unpaid taxes thereon payable in prior years and any and all special assessments for improvements which have been installed at the date of this contract; and Buyers agree to pay, before they become delinquent, all other current and subsequent taxes and assessments against said premises. **Any proration of taxes shall be based upon the taxes for the year currently payable unless the parties state otherwise.***

4. **POSSESSION.** Sellers agree to give Buyers possession of said premises ~~XXXXXXXXX upon the date of~~ XXXXXXX Court approval of this sale contract

5. **INSURANCE.** Sellers agree to carry existing insurance until date of possession and Buyers agree to accept the insurance recovery instead of replacing or repairing buildings or improvements. Thereafter until final settlement, Buyers agree to keep the improvements upon said premises insured against loss by fire, tornado and extended coverage for a sum not less than $ adequate or the balance owing under this contract, whichever is less, with insurance payable to Sellers and Buyers as their interests may appear, and to deliver policies therefor to Sellers.

6. **ABSTRACT.** Sellers agree to forthwith deliver to Buyers for their examination abstract of title to said premises continued to the date of this contract showing merchantable title in accordance with Iowa Title Standards. After examination by Buyers the abstract shall be held by Sellers until delivery of deed. Sellers agree to pay for an additional abstracting which may be required by acts, omissions, death or incompetency of Sellers, or either of them, occurring before delivery of deed.

7. **FIXTURES.** All light fixtures, electric service cable and apparatus, shades, rods, blinds, venetian blinds, awnings, storm and screen doors and windows, attached linoleum, attached carpeting, water heater, water softener, outside TV tower and antenna, attached fencing and gates, pump jacks, trees, shrubs and flowers and any other attached fixtures are a part of the real estate and are included in this sale except None

*Decide for yourself if that formula is fair if Buyers are purchasing a lot with newly built improvements.

Copyright 1963 by The Iowa State Bar Association

8. **CARE OF PROPERTY.** Buyers shall not injure, destroy or remove the improvements or fixtures or make any material alterations thereof without the written consent of Sellers, until final payment is made.

9. **DEED.** Upon payment of all sums owing by Buyers to Sellers by virtue of this contract, Sellers agree to contemporaneously execute and deliver to Buyers a warranty deed upon the form approved by The Iowa State Bar Association and which shall be subject to:

(a) Liens and encumbrances suffered or permitted by Buyers, and taxes and assessments payable by Buyers.

(b) Applicable zoning regulations and easements of record for public utilities and established roads and highways.

(c) Not Applicable

10. **FORFEITURE AND FORECLOSURE.** If Buyers fail to perform this agreement in any respect, time being made the essence of this agreement, then Sellers may forfeit this contract as provided by Chapter 656 of the Iowa Code and all payments made and improvements made on said premises shall be forfeited; or Sellers may declare the full balance owing due and payable and proceed by suit at law or in equity to foreclose this contract, in which event Buyers agree to pay costs and attorney fees and any other expense incurred by Sellers. It is agreed that the periods of redemption after sale on foreclosure may be reduced under the conditions set forth in Sections 628.26 and 628.27, Code of Iowa.

11. **PERSONAL PROPERTY.** If this contract includes personalty, then Buyer grants Seller a security interest in such personalty. In the case of Buyer's default, Seller may, at his option, proceed in respect to such personalty in accordance with the Uniform Commercial Code of Iowa and treat such personalty in the same manner as real estate, all as permitted by Section 554.9501(4), Code of Iowa.

12. **JOINT TENANCY IN PROCEEDS AND IN SECURITY RIGHT IN REAL ESTATE.** If, and only if, the Sellers, immediately preceding this sale, hold the title to the above described property in joint tenancy, this sale shall not constitute a destruction of that joint tenancy. In that case, all rights of the Sellers in this contract, in the proceeds thereof, and in any continuing or recaptured rights of Sellers in said real estate, shall be and continue in Sellers as joint tenants with full rights of survivorship and not as tenants in common. Buyers, in the event of the death of one of such joint tenants, agree to pay any balance of the proceeds of this contract to the surviving Seller and to accept deed executed solely by such survivor; but with due regard for the last sentence of paragraph 6, above.

13. **"SELLERS."** Spouse, if not a titleholder immediately preceding this sale, shall be presumed to have executed this instrument only for the purpose of relinquishing all rights of dower, homestead and distributive share and/or in compliance with section 561.13 Code of Iowa; and the use of the word "Sellers" in the printed portion of this contract, without more, shall not rebut such presumption, nor in any way enlarge or extend the previous interest of such spouse in said property, or in the sale proceeds, nor bind such spouse except as aforesaid, to the terms and provisions of this contract.

14. (Here add further terms or provisions) This sale is subject to the approval of the Bankruptcy Court for the Southern District of Iowa.

Words and phrases herein shall be construed as singular or plural and as masculine, feminine or neuter gender according to the context

Dated this 30th day of April, 19 84.

Union State Bank

Winterset, Iowa

BUYERS

Jean W Lange

Jean W. Lange - Chairman

Winterset, Iowa

Buyers' Address

ESTATE OF SAMMIE PETTIT and DOROTHY PETTIT

By Thomas Flynn

Thomas Flynn

SELLERS

222 Equitable Building

Des Moines, Iowa 50309

Sellers' Address

STATE OF IOWA, ____ COUNTY, ss:

FOR THE LEGAL EFFECT OF THE USE OF THIS FORM, CONSULT YOUR LAWYER

STATE OF IOWA, MADISON COUNTY, ss:

On this 30th day of April, A.D. 19 84, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared Jean W. Lange and _____, to me personally known, who, being by me duly sworn, did say that they are the Chairman and _____ respectively, of said corporation executing the within and foregoing instrument to which this is attached, that (no seal has been procured by the said) corporation; that said instrument was signed (and sealed) on behalf of said corporation by authority of its Board of Directors; and that the said Jean W. Lange, Chairman and _____ as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

JOHN E. CASPER
NOTARIAL SEAL IOWA
MY COMMISSION EXPIRES 9-7-86

John E. Casper

John E. Casper, Notary Public in and for said County.

IOWA STATE BAR ASSOCIATION
Official Form No. 12 (Trade-Mark Registered, State of Iowa, 1967)
F-3596 This Printing: Aug. 22, 1968

(Sections 558.38 and 558.39, Code of Iowa)

End ... day ... By ... File ... of ... Book ... of ... By ...

Tract #1

The SW¼ SE¼ and the W½ SE¼ SE¼ except the West 984.02 feet thereof all in Section 21, Township 75 North, Range 28 West of the 5th P.M., Madison County, Iowa and containing 30 acres more or less.

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