

3/13/80

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE
WESTERN DISTRICT OF WISCONSIN

CLIFFORD H. SAUER AND
JENNIFER A. SAUER

Debtors

IN BANKRUPTCY

No. 79-01371 Vol.

CLIFFORD H. SAUER AND
JENNIFER A. SAUER

Plaintiffs

vs.

GENERAL FINANCE CORPORATION

Defendant.

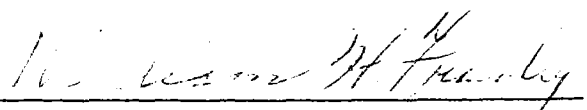
O R D E R

The above named plaintiffs having filed a written Complaint herein, and the defendant having filed its Answer herein; and the parties having stipulated in open Court that the legal arguments presented in the matter of Dorothy E. Kell, Case No. 79-01307 Vol., be controlling in this matter; and the Court having rendered its decision in the Kell case referred to above; and the Court being fully advised in the premises;

IT IS ORDERED: That the plaintiffs' claim exempting the household goods of the debtors from the lien of General Finance Corporation's mortgage be and the same is hereby granted pursuant to Section 522 (f) of the Bankruptcy Code, the same not being a purchase money or possessory mortgage or security interest.

Dated: March 13, 1980.

BY THE COURT:


Bankruptcy Judge

3/13/80

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE
WESTERN DISTRICT OF WISCONSIN

DOROTHY E. KELL,		IN BANKRUPTCY
	Debtor	
		No. 79-01307 Vol.
WISCONSIN FINANCE CORPORATION,		
	Plaintiff	
-vs-		
DOROTHY E. KELL,		
	Defendant.	

O R D E R

The plaintiff having duly filed a Complaint in the above entitled action, and the defendant having duly filed an Answer and Counterclaim herein; and the parties having filed a written Stipulation of Facts; and the Court having heard the arguments of counsel and having examined the law relative thereto, and being fully informed in the matters at issue;

IT IS ORDERED: That the answers to the questions of law proposed to the Court be and the same are as follows:

1. As to Question #1, the answer is "yes."
2. As to Question #2, the answer is "yes."
3. As to Question #3, the answer is "yes."

Dated: March 13, 1980.

BY THE COURT:

s/ William H. Frawley
Bankruptcy Judge

3/13/80

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE
WESTERN DISTRICT OF WISCONSIN

DOROTHY E. KELL,

Debtor

IN BANKRUPTCY

WISCONSIN FINANCE
CORPORATION,

Plaintiff

No. 79-01307 Vol.

-vs-

DOROTHY E. KELL,

Defendant.

O R D E R

The plaintiff having duly filed a Complaint in the above entitled action, and the defendant having duly filed an Answer and Counterclaim herein; and the parties having filed a written Stipulation of Facts; and the Court having heard the arguments of counsel and having examined the law relative thereto, and being fully informed in the matters at issue;

IT IS ORDERED: That the answers to the questions of law proposed to the Court be and the same are as follows:

1. As to Question #1, the answer is "yes."
2. As to Question #2, the answer is "yes."
3. As to Question #3, the answer is "yes."

Dated: March 13, 1980.

BY THE COURT:

s/ William H. Frawley

Bankruptcy Judge



UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF WISCONSIN

In re:

FEB 8 1980

DOROTHY E. KELL,

Debtor

Bankruptcy No. 79-01307 Vol.

WISCONSIN FINANCE CORPORATION,

Plaintiff

-VS-

FACT STIPULATION

DOROTHY E. KELL,

Defendant

We hereby agree and stipulate to the facts as follows:

1. Note and Security Agreement listing the following items as security was entered into on November 16, 1977 and was a rewrite of a previous Note and Security Agreement, pursuant to which a UCC filing #297136 was made on June 14, 1976:

- 1-Black & White Admiral TV; 1-Capri Chest Freezer;
- 1-Frigidaire Washer; 1-Frigidaire Elec. Dryer;
- 1-Lamp; 2-Walnut Ent Tables; 3-Walnut Chest of Drawers;

2. The debtor has claimed the Wisconsin exemptions, as permitted by § 522 (b)(2)(a), of the Bankruptcy Code.

3. The creditor has a valid security interest under state law on certain items of personal property. The items are household goods and the security interest secures a non-purchase money debt. The security interest is non possessory.

4. The debtor has claimed the security as exempt under Sec. 815.18, Wis. Stats., and to the extent it has not been claimed, the omission will be corrected by an amended schedule of claimed exemptions.

QUESTIONS OF LAW PROPOSED TO THE COURT

1. Does the Bankruptcy law effective 10/1/79 abrogate the Security Agreement previously entered into?

2. Is the Debtor entitled to Federal lien exemptions on the above property when the State exemptions have been claimed?

3. If the Federal lien exemptions do apply, is it subject to the \$200.00 per item maximum equity?

Dated this 4th day of February, 1980.

Roger L. Deffner,

Robert P. Dean,
Attorney for Debtor

