

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

In Re:

IN BANKRUPTCY

JACK L. POOLER and  
GLORIA J. POOLER,  
his wife,

No. 79-01454 Vol.

Debtors.

FINDINGS OF FACT,  
CONCLUSIONS OF LAW and ORDER

**FILED**  
FEB 26 1981  
CLERK  
U.S. BANKRUPTCY COURT

On December 30, 1980, the above named debtors, by their attorney, William A. Hammann, duly filed an application for determination as to the payment by Burlington Northern Credit Union to the Trustee herein of certain funds in its hands, and requesting a ruling as to whether or not the security agreement pledging one 1977 Dodge van to said Credit Union was valid or void; and the Court having heard the arguments of counsel, and having considered the memorandums submitted by the respective attorneys, and the record and file herein, and being fully informed in the premises, FINDS:

1. That the debtors filed a Chapter 13 proceeding on November 29, 1979.
2. That said Chapter 13 proceeding was converted to a Chapter 7 proceeding as of June 11, 1980.
3. That the Burlington Northern Credit Union has paid to the Trustee the sum of \$1,100.00 claimed by the debtors to have been taken from wages following the adjudication on June 11, 1980.
4. That at the time the 1977 van was taken as security by the Credit Union, in addition to being for its former loan, there was also loaned to the debtors as a fresh consideration the sum of \$1,000.00 which was used for vacation purposes.
5. That the additional consideration is sufficient for determination as to the validity of the security agreement.

CONCLUSIONS OF LAW

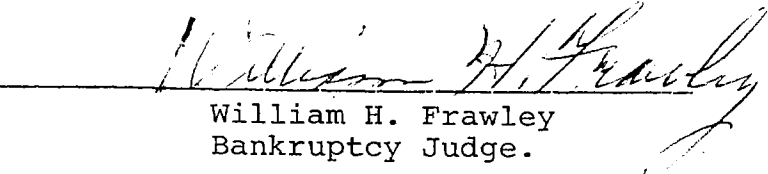
That an order be entered determining that the security agreement taken by the Burlington Northern Credit Union on one 1977 van of the debtors in April of 1980 was a valid security instrument.

O R D E R

NOW, THEREFORE, IT IS ORDERED AND ADJUDGED: That the security agreement taken in April of 1980 on one 1977 Dodge van of the debtors is a valid security instrument under the Bankruptcy law, and that the sum of \$1,100.00 paid by the Credit Union to the Trustee relative to wage withholding was a proper payment to said Trustee.

Dated: March 2, 1981.

BY THE COURT:

  
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William H. Frawley  
Bankruptcy Judge.