

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

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In re: ANDREW P. BURGESS  
Debtor

In Bankruptcy:  
No. EF7-82-01557 ✓

FALL CREEK CO-OP CREDIT UNION

Plaintiff

Adversary No. 82-0273

vs.

ANDREW P. BURGESS,  
Defendant.

FILED

NOV 7 1983

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FINDINGS OF FACT, CONCLUSIONS OF LAW, AND U.S. BANKRUPTCY COURT  
ORDER DETERMINING DEBT NON-DISCHARGEABLE

Fall Creek Co-Op Credit Union having filed a complaint to determine the debt due it to be non-dischargeable in said proceedings, by its attorney, Howard D. White of Guelzow, Aubry, Senteney & Carson, Ltd.; and the debtor-defendant having answered said complaint and having appeared in person and by Kim R. Genich, his attorney; and the matter coming on for trial and the Court having heard the evidence of the witnesses, considered the arguments of counsel and the briefs submitted thereafter, and having fully considered the entire file and record herein, makes the following FINDINGS:

1. That the debtor, Andrew P. Burgess, filed a petition for relief in the matter on September 7, 1982.

2. That the plaintiff is a credit union with its principal office and place of business in the Village of Fall Creek, Eau Claire County, Wisconsin, and that the debtor resides at Fall Creek, Wisconsin.

3. That the debtor first borrowed from the plaintiff in the year 1975 when he was sixteen years of age, as the testimony reveals, and repaid the first loan, and later at the age of seventeen borrowed a further sum which was duly repaid.

4. That on April 26, 1978, the debtor borrowed the sum of \$8,500.00 on the basis of a consumer note and disclosure statement with a security agreement covering a 1973 GMC truck and a 1978 Owens Goose Neck trailer, 28 ft., Serial #CS2389.

5. That on November 3, 1978, upon the same type of loan, the debtor borrowed the sum of \$5,000.00 with security of a 1974 Chevrolet tandem truck, C65, Serial #CME664V1Z365 (Exhibit 2).

6. That thereafter on the 8th day of August, 1979, by re-financing, the sum of \$13,227.83 was secured by the 1974 Chevrolet tandem truck, the 1978 Owens Goose Neck trailer, a

1970 Chevrolet Nova, a 1973 Chevrolet Nova and a 1977 Chevrolet 4 W.D. pickup truck.

7. That on October 29, 1980, an extension agreement was entered into by an installment note, being Exhibit 6, in the sum of \$10,182.72.

8. That on May 11, 1981, a refinancing note in the sum of \$12,397.88 was executed by the debtor to the plaintiff and covered the 1970 Chevrolet Nova, the 1973 Chevrolet Nova, the 1977 Chevrolet pickup truck and a 1971 Chevrolet Impala.

9. That the Goose Neck trailer was sold by the debtor-defendant without consent of the plaintiff and the funds were not applied to the indebtedness.

10. That the defendant never purchased the 1974 Chevrolet tandem truck which was part of the basis of said renegotiation.

11. That the two Chevrolet Novas have little value, if any, as collateral.

12. That the 1977 Chevrolet truck did not have a value of \$4,000.00 as contended by the defendant and was in a state of ill-repair and of little value.

13. That the defendant had induced the plaintiff to make the loans to him on the basis of insufficient collateral

value of said trucks.

14. That the defendant-debtor at all times knew that the collateral had little, if any, value.

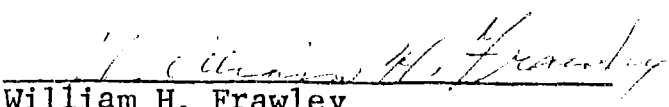
CONCLUSIONS OF LAW

That an order be entered denying the discharge of the indebtedness due the plaintiff as alleged in plaintiff's complaint.

NOW, THEREFORE, IT IS ORDERED, that the indebtedness due to the plaintiff, arising out of the loans and re-financing security agreements herein described, be and the same is hereby found to be non-dischargeable.

Dated: November 7, 1983.

BY THE COURT:

  
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William H. Frawley  
Bankruptcy Judge