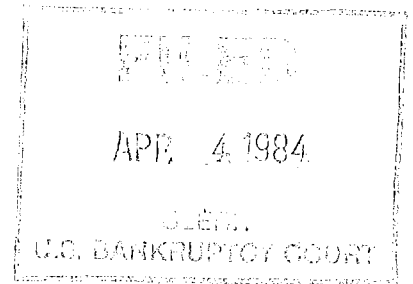


UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF WISCONSIN



In re:

Case Number:

NORTHERN HIGHLAND DEVELOPMENT, INC.,

WF11-84-00018

Debtor

FINDINGS OF FACT, CONCLUSION OF LAW
AND
ORDER GRANTING REQUEST FOR TERMINATION OF AUTOMATIC STAY

The First National Bank of Minocqua and Woodruff, by its attorneys, Lund, Harrold, Cook & Danner, S.C., having filed a request for terminating the stay in the above entitled matter; and hearings having been held on February 15, 1984, and March 15, 1984; and the Bank having appeared by John E. Danner of said firm, as counsel; and the debtor having appeared by Richard D. Schwerman, its executive officer; and the Court having heard the testimony of the appraiser for the Bank at the two hearings, and having heard the statements of Richard D. Schwerman, said executive officer, and considered his written objections to the appraisal and the arguments of counsel; and having considered the submitted brief of the Bank, and examined the entire record and proceedings,

and being fully advised in the premises, FINDS:

1. That the Debtor-in-possession, Northern Highland Development, Inc., filed a petition under Chapter 11 of the Bankruptcy Code on January 5, 1984, and has continued in possession of its property.
2. That the First National Bank of Minocqua and Woodruff holds a secured claim against the debtor for the sum of \$100,120.93 by virtue of a judgment of foreclosure entered March 5, 1982, in an action now pending in Iron County, Wisconsin, Circuit Court Case No. 81 CV 1.
3. That in addition to the aforescribed judgment of foreclosure, Rhinehart Construction, Inc. has a judgment of foreclosure on a mechanics lien against part of the parcel of real estate which is the subject of this motion, in the sum of \$15,099.58.
4. That in addition to the aforescribed judgments of foreclosure, Inman-Foltz & Associates, Inc. has a judgment of foreclosure in the sum of \$12,354.74 against the property which is the subject of this motion.
5. That Ruder, Ware, Michler & Forester, S.C., has a judgment of foreclosure against the property which is the subject of this motion in the sum of \$3,278.76.
6. That the total due as a result of the aforescribed

judgments of foreclosure is \$130,854.01.

7. That at the first hearing on February 15, 1984, the Court took the testimony of Mr. G. Dare Broomell, the Bank's appraiser, at which time Mr. Schwerman, as executive officer of the debtor, was given the opportunity to cross examine him and make statements replying to said appraisal, and the matter was adjourned to March 15, 1984, at the same time to give the debtor an opportunity to file specific objections to the appraisal, which were to be filed in 20 days, and further to file its own appraisal, if it so desired.

8. That the objections to the appraisal were filed by the debtor and have been duly considered by the Court.

9. That the debtor did not file a separate appraisal or independent appraisal but relied primarily on the viewpoints of Mr. Schwerman who is a licensed real estate broker, builder and dealer in real estate.

10. That the property is located in the lake region of northern Wisconsin near Mercer, Wisconsin, and the debtor has hopes of developing it for condominium use.

11. That at the hearing held on March 15, 1984, Mr. Broomwell was further sworn and made available for examination by the debtor,

and after his examinations by counsel and Mr. Schwerman, the hearing was taken under advisement by the Court with Mr. Danner to furnish a corrected tax statement within five days, and Mr. Schwerman to furnish a letter of commitment for \$50,000 for working capital for development of the property.

12. That the tax statement was subsequently filed but the commitment from the bank has not been received and was not filed within the time provided.

13. That Mr. Broomwell's appraisal was a total appraisal of \$101,000 for the property, and that Mr. Schwerman, for the purposes that he would like to use it, believes the value of the property to be in excess of \$200,000.

14. That the Court determines the property involved in said proceedings and foreclosure judgment is of the value of \$101,000.

15. That the amount of delinquent taxes as shown by the amended tax statement of the County Treasurer of Iron County, Wisconsin, dated March 21, 1984, is the sum of \$5,752.12.

16. That the total amount of liens against said property is in excess of \$135,000.

17. That said debtor has no equity in said property.

18. That the debtor has suggested no Section 361 relief

to protect the Bank's interest in the future.

19. That the Bank is not adequately protected, and that no plan of protection for the said Bank has been proposed by anyone in behalf of the debtor.

20. That the request of the Traynor Law Office dated March 27, 1984, to appear for the debtor herein is not timely.

21. That from the inception of this application the Court inquired if the debtor would be represented by counsel and made what the Court believes a suggestion that counsel be employed, and that Mr. Schwerman elected to represent the company in person without an attorney.

22. That prior to the request of the Traynor Law Office the Court had completed the hearings, the applicant had completed the evidence, filed its brief and the Court made its determination as to this decision.

23. That the application of the Traynor Law Office to start all over again and re-schedule the matter for hearing is an imposition on the Court because of the conduct of the debtor, as well as causing the applicant to suffer further irreparable injury, loss and damage.

24. That said Traynor Law Office application is denied.

25. That 11 U.S.C. sec. 362 (1982) provides, in pertinent part:

(d) On request of a party in interest and after notice and a hearing, the court shall grant relief from the stay. . . —

(1) for cause, including the lack of adequate protection of an interest in property of such party in interest;. . .

And that 11 U.S.C. sec. 361 (1982) provides, in pertinent part:

. . . adequate protection may be provided by —

(1) . . . periodic cash payments to such entity, to the extent that the stay. . . results in a decrease in the value of such entity's interest in such property;

(2) . . . an additional or replacement lien to the extent that such stay. . . results in a decrease in the value of such entity's interest in such property; or

(3) . . . such other relief. . . as will result in the realization by such entity of the indubitable equivalent of such entity's interest in such property.

26. That the Bank argued that it is a secured creditor with a security interest in the Debtor's real estate; and that the facts set forth above demonstrate that said security interest is not adequately protected.

27. That the Debtor joined issue regarding adequate protection of the Bank's interest.

CONCLUSION OF LAW

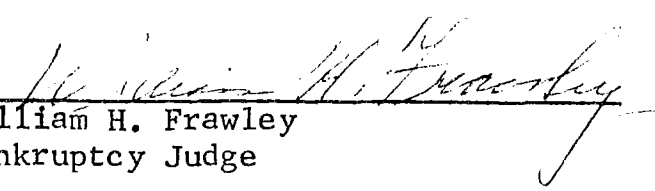
That there is cause to grant the Bank relief from the automatic stay.

ORDER

IT IS ORDERED that the request of First National Bank of Minocqua and Woodruff for relief from stay be, and the same hereby is, GRANTED without costs.

Dated: April 4 , 1984.

BY THE COURT:



William H. Frawley
Bankruptcy Judge