Book 2024 Page 3148

Document 2024 3148 Type 06 010 Pages 98 Date 12/18/2024 Time 2:57:12PM Rec Amt \$492.00

Daneen Schindler, RECORDER/REGISTRAR DELAWARE COUNTY IOWA

Preparer								
And Return Document to _	Charles L. Smith	<u>, 25 Main Pla</u>	ace Suite 200,	Council	Bluffs, IA	51503	(712)	325-9000
Individual's Nam	eStreet	Address		City	State	Zip F	hone	

**SPACE ABOVE THIS LINE** FOR RECORDER

	AFFIDAVI
STATE OF IOWA	)
COUNTY OF POTTAWATTAMIE	) SS. )

- I, Charles L. Smith, being first duly sworn on oath, depose and state the following:
- 1. That I am the Trustee in the following bankruptcy proceeding: The Herman L. Rowley Memorial Trust, d/b/a Rowley Masonic Independent Living Company, LLC; d/b/a Rowley Masonic Home Health Care, LLC; d/b/a Rowley Masonic Assisted Living Community, LLC; d/b/a Rowley Masonic Nursing Home, LLC, Bankruptcy 22-00022-als7, filed in the United States Bankruptcy Court for the Southern District of Iowa, Central Division, on January 7, 2022.
- 2. Among the assets of the aforesaid bankruptcy estate were the following described properties legally described as:

The South one-half (S½) of the Southwest Quarter (SW¼), and the South one-fourth (S¼) of the North one-half (N½) of the Southwest Quarter (SW1/4) except the North thirty-three (33) feet thereof in Section Thirty-Six (36), Township Eighty-Eight (88) North, Range Four (4), West of the 5th P.M., Delaware County, Iowa. (Hershberger)

#### And

The Northeast Quarter (NE½) of the Southeast Quarter (SE½) of Section Thirty Five (35), Township Eighty Eight (88) North, Range Four (4), West of the Fifth P.M.; also Parcel 2024-90, Part Of The SE 1/4 - SE 1/4; In Section 35, T88N, R4W Of The Fifth P.M., Delaware County, Iowa, according to plat recorded in Book 2024, Page 2858; also Parcel 'B' In The NE Frl 1/4 Of The NE Frl 1/4 Of Section 2, T87N, R4W Of The 5th P.M., Delaware County, Iowa, according to plat recorded in Book 2002, Page 1528. (Knipper)

#### And

Parcel 2024-89, Part of the SW1/4 – SE1/4 and Part of the SE1/4 – SE1/4; in Section 35, T88N, R4W of the Fifth P.M., Delaware County, lowa, according to plat recorded in Book 2024, Page 2858. (Stutzman)

3. Attached hereto, marked as indicated, are copies of the following documents filed in the aforesaid bankruptcy that are in compliance with Title Standard 13.1. These are exact copies of the original pleadings that are on file in the office of the Clerk, U.S. Bankruptcy Court, in Des Moines, Iowa. Said exhibits are as follows:

Exhibit "A" Voluntary Petition filed on January 7, 2022.

Exhibit "B" Notice of Chapter 7 Bankruptcy Case, Meeting of Creditors & Deadlines filed January 7, 2022, which also gives notice of appointment of the Trustee

Exhibit "C" Amended Schedule A filed at Docket No. 53 in the bankruptcy proceeding on February 13, 2024

Exhibit "D" Notices of Intent to Sell Property and Bar Date Notice for Hershberger, Knipper, and Stutzman (Doc. Nos. 67, 68, and 69)

Exhibit "E" Certificates of Notice for Hershberger, Knipper, and Stutzman (Doc. Nos. 70, 71, and 72)

Exhibit "F" Docket in Case No. 22-00022-als7, showing the Docket Text Order (Doc. 73, 74, and 75) granting Trustee's Notices of Intent to Sell Property.

Exhibit "G" Clerk's Certificate showing that no Notice of Appeal, Application to Extend Time for Appeal, or Motion to Stay were filed with respect to the Orders entered at Docket Nos. 73, 74, and 75 within the allotted time.

Charles L. Smith, Trustee

Subscribed and sworn to before me this 12th day of December, 2024.

DENISE C. PARISH
Commission Number 706209
MY COMMISSION ECPIRES
OCTOBER 16, 2027

Dénise C. Parish, Notary Public

## Case 22-00022-als7 Doc 1 Filed 01/07/22 Entered 01/07/22 10:49:28 Desc Main Document Page 1 of 160

	ill in this information to ide				·		
<u>s</u>	OUTHERN DISTRICT OF IOW	Α		•	_		
С	ase number (if known):	Cha	pter			Check if this is an amended filing	
O	fficial Form 201				l		
V	oluntary Petition for No	on-Individuals	Filing for	Bankrupt	tcy		04/20
the	nore space is needed, attach a se e case number (if known). For mo lividuals, is available.	parate sheet to this ore information, a se	form. On the to parate docume	op of any addit nt, Instruction	tional pages, write s for Bankruptcy F	the debtor's name a Forms for Non-	nd
1.	Debtor's name	The Herman L. R	owley Memo	rial Trust			
2.	All other names debtor used in the last 8 years	Care, LLC; dba F	Rowley Masoi			iba Rowley Mason y, LLC; dba Rowley	
	Include any assumed names, trade names and <i>doing</i> <i>business as</i> names	Nursing Home, L	.LC				
3.	Debtor's federal Employer Identification Number (EIN)	4 2 - 0	8 0	. <u>7</u> <u>1</u> .	0 3		
4.	Debtor's address	Principal place of I	business		Mailing add place of bus	ress, if different from siness	ı principal
		3000 Willis		<u> </u>	c/o Neil Pa		
		Number Street			Number Str PO Box 91		
					P.O. Box		
		Perry	IA	50220	Avoca	JA	51521
		City	State	ZIP Code	City	State	ZIP Code
		Dallas County				principal assets, if d pal place of business	
					Number Str	eet	
					C**	Otata -	710.0.1.
5.	Debtor's website (URL)				City	State	ZIP Code
•	` ,	-	<u> </u>				
5.	Type of debtor	Corporation (in Partnership (ex Other. Specify	cluding LLP)		any (LLC) and Limit	led Liability Partnershi	p (LLP))
		E		.,			



## Case 22-00022-als7 Doc 1 Filed 01/07/22 Entered 01/07/22 10:49:28 Desc Main Document Page 2 of 160

Del	otor The Herman L. Rowley M	lemorial Trust			Case number (if known)				
7.	Describe debtor's business	Α. (	A. Check one:						
		A	Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))						
		В. (	Check all that	appi	y:				
			Investment a	advis	or (as defined in 15 U.S.C. § 80b-2(a)(11))				
	1	C.	•		nerican Industry Classification System) 4-digit code that best describes debtor. See rts.gov/four-digit-national-association-naics-codes				
8.	Under which chapter of the Bankruptcy Code is the debtor filing?	tcy Code is the							
	A debtor who is a "small business debtor" must check the first sub-box. A debtor as defined in § 1182(1) who elects to proceed under subchapter V of chapter 11 (whether or not the debtor is a "small business debtor") must check the second		Chapter 11.	Che	The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,725,625. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).				
	sub-box.				The debtor is a debtor as defined in 11 U.S.C. § 1182(1), its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$7,500,000, AND IT CHOOSES TO PROCEED UNDER SUBCHAPTER V OF CHAPTER 11. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return, or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).				
					A plan is being filed with this petition.				
					Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).				
					The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy Under Chapter 11 (Official Form 201A) with this form.				
					The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.				
			Chapter 12						

# Case 22-00022-als7 Doc 1 Filed 01/07/22 Entered 01/07/22 10:49:28 Desc Main Document Page 3 of 160

Deb	tor The Herman L. Rowley	Memo	rial T	rust Ca	Case number (if known)				
9.	Were prior bankruptcy cases filed by or against	团	No						
	the debtor within the last 8 years?		Yes.	District	_ When	MM / DD / YYYY	Case number		
	If more than 2 cases, attach a separate list.			District	_ When	MM / DD / YYYY	Case number		
	separate ust.			District	When	MM / DD / YYYY	Case number		
10.	Are any bankruptcy cases pending or being filed by a	Ø	No						
	business partner or an affiliate of the debtor?		Yes.				Relationship		
	List all cases. If more than 1, attach a separate list.	•		District Case number, if known		MM / DD / YYYY			
		,		Debtor		Relations	ship		
				District	District		MM/DD/YYYY		
				Case number, if known			WWW.DD/TTTT		
11.	Why is the case filed in this district?	Chi	eck all	that apply:					
	uns district?	Ø	Debtor has had its domicile, principal place of business, or principal assets in this days immediately preceding the date of this petition or for a longer part of such 18 any other district.						
			A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pendin district.						

## Case 22-00022-als7 Doc 1 Filed 01/07/22 Entered 01/07/22 10:49:28 Desc Main Document Page 4 of 160

Deb	tor The Herman L. Rowley Me	emoi	rial Trust	Case number (if kn	iown)			
12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?			needed.  Why does the proper  It poses or is alle safety.  What is the haza  It needs to be ph	sically secured or protected from the weather.  ble goods or assets that could quickly deteriorate or lose value without only livestock, seasonal goods, meat, dairy, produce, or securities-				
			Where is the propert	y?	Number Street			
					City		State ZIP Code	
			Is the property insur	ed?				
			□ No □ Yes. Insurance	anan	CV			
			Contact na	•	су		,	
			Phone	Phone				
	Statistical and adn	nins	trative information					
13.	Debtor's estimation of available funds	Che			oution to unsecured creditors. es are paid, no funds will be av	/ailab	le for distribution to unsecured	
14.	Estimated number of creditors		1-49 50-99 100-199 200-999		1,000-5,000 5,001-10,000 10,001-25,000		25,001-50,000 50,001-100,000 More than 100,000	
15.	Estimated assets		\$0-\$50,000 \$50,001-\$100,000 \$100,001-\$500,000 \$500,001-\$1 million		\$1,000,001-\$10 million \$10,000,001-\$50 million \$50,000,001-\$100 million \$100,000,001-\$500 million		\$500,000,001-\$1 billion \$1,000,000,001-\$10 billion \$10,000,000,001-\$50 billion More than \$50 billion	
16.	Estimated liabilities		\$0-\$50,000 \$50,001-\$100,000 \$100,001-\$500,000 \$500,001-\$1 million		\$1,000,001-\$10 million \$10,000,001-\$50 million \$50,000,001-\$100 million \$100,000,001-\$500 million		\$500,000,001-\$1 billion \$1,000,000,001-\$10 billion \$10,000,000,001-\$50 billion More than \$50 billion	

## Case 22-00022-als7 Doc 1 Filed 01/07/22 Entered 01/07/22 10:49:28 Desc Main Document Page 5 of 160

Debtor	The Herman L. Rowley N	lemorial Trust	Case numbe	er (if known) _	<u> </u>				
	Request for Relie	f, Declaration, and Signat	tures		-				
WARN		rious crime. Making a false state ent for up to 20 years, or both. 18			an result in fines up to				
aı	eclaration and signature of uthorized representative f debtor	<ul> <li>The debtor requests relief in accordance with the chapter of title 11, United States Code, specific this petition.</li> <li>I have been authorized to file this petition on behalf of the debtor.</li> </ul>							
		<ul> <li>I have been authorized to file this petition on behalf of the debtor.</li> <li>I have examined the information in this petition and have a reasonable belief that the information is true and correct.</li> </ul>							
		l declare under penalty of perj	ury that the foregoing is true an	d correct.					
		Executed on 01/07/2022 MM / DD / YY	<del>YY</del>						
		Neil Paulsen Printed name	representative of debtor						
18. Si	ignature of attorney	X /s/ Robert C. Gainer Signature of attorney for o	debtor	Date	01/07/2022 MM / DD / YYYY				
		Printed name  Cutler Law Firm  Firm name  1307 50th St.  Number Street							
			<u> </u>		FORCE				
		West Des Moines City		State	50266 ZIP Code				
		(515) 223-6600 Contact phone		rgainer@c	utlerfirm.com				
		IS8884971 Bar number		State	_				

### Case 22-00022-als7 Doc 1 Filed 01/07/22 Entered 01/07/22 10:49:28 Desc Main Document Page 6 of 160

Fill in this in	formation to identify the case	
Debtor name	The Herman L. Rowley Memorial Trust	
United States Ba	ankruptcy Court for the: SOUTHERN DISTRICT OF IOWA	
Case number (if known)		☐ Check if this is an amended filing

#### Official Form 206A/B

### Schedule A/B: Assets -- Real and Personal Property

12/15

Disclose all property, real and personal, which the debtor owns or in which the debtor has any other legal, equitable, or future interest. Include all property in which the debtor holds rights and powers exercisable for the debtor's own benefit. Also include assets and properties which have no book value, such as fully depreciated assets or assets that were not capitalized. In Schedule A/B, list any executory contracts or unexpired leases. Also list them on Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G).

Be as complete and accurate as possible. If more space is needed, attach a separate sheet to this form. At the top of any pages added, write the debtor's name and case number (if known). Also identify the form and line number to which the additional information applies. If an additional sheet is attached, include the amounts from the attachment in the total for the pertinent part.

For Part 1 through Part 11, list each asset under the appropriate category or attach separate supporting schedules, such as a fixed asset schedule or depreciation schedule, that gives the details for each asset in a particular category. List each asset only once. In valuing the debtor's interest, do not deduct the value of secured claims. See the instructions to understand the terms used in this form.

#### Part 1: Cash and cash equivalents

Name of institution (bank or brokerage firm)

га	Cash and Cash equivalents							
	Does the debtor have any cash or cash equivalents?  ☐ No. Go to Part 2.  ☐ Yes. Fill in the information below.							
	All cash or cash equivalents owned or controlled by the debtor  Current value of debtor's interest							
2.	Cash on hand							
3.	Checking, savings, money market, or financial broker	age accounts (Identify all)						
	Name of institution (bank or brokerage firm)	Type of account		4 dig				
3.1.	Great Western Bank Checking account	Checking account	8_	9_	2	2	\$337.42	
3.2.	GWB Checking account (operating account)	Checking account	4_	1_	1	5_	\$409,551.54	
3.3,	GWB Checking account (Assisted Living)	Checking account	8	4	5	5	\$181,247.84	
3.4.	GWB Checking account (Board Trust)	Checking account	4	2	1	2	\$236,943.95	
3.5.	GWB Checking account (Independent Living)	Checking account	4	0	1	8	\$236,939.99	
3.6.	Resident Trust Fund Checking account	Checking account	6	0	5	6	\$3,727.20	
4.	Other cash equivalents (Identify all)		· <b>-</b> -			_		

5. Total of Part 1

Add lines 2 through 4 (including amounts on any additional sheets). Copy the total to line 80.

\$1,068,747.94

## Case 22-00022-als7 Doc 1 Filed 01/07/22 Entered 01/07/22 10:49:28 Desc Main Document Page 7 of 160

Debi	tor	The Herma	ın L. Rowley Memo	rial Trust		Case number (if known)	
Pa	art 2:		and prepayments				
6.	Does th	ne debtor hav	e any deposits or pr	epayments?			
		Go to Part 3 3. Fill in the in	nformation below.			·	Current value of
7.	Deposi	ts, including	security deposits an	d utility deposits			debtor's interest
	Descrip	tion, including	g name of holder of de	posit			
8.	Prepay	ments, inclu	ding prepayments on	executory contracts,	leases, insuranc	e, taxes, and rent	
	Descrip	tion, including	name of holder of pre	epayment			
8.1.	Paym	nent to Heal	th Dimensions Gro	oup (HDG) for post-	lose financial s	services assistance	Unknown
	Total of Add line		3. Copy the total to line	e 81.			\$0.00
Pa	rt 3:	Accounts	receivable				
10.	Does th	ne debtor hav	e any accounts rece	ivable?			
		Go to Part 4			Ÿ		
	☐ Yes	i. Fill in the ir	formation below.				Current value of
11	Accour	ıts receivable	_				debtor's interest
			•			, _	
114.	oo day.	s old or less:	face amount	doubtful o	or uncollectible ac	counts	
11b.	Over 9	0 days old:				=→	
			face amount	doubtful c	or uncollectible ac	counts	
	Total of Current		s 11a + 11b = line 12.	Copy the total to line 8	2.		\$0.00
Pa	rt 4:	Investmen	ts				
13.	Does th	e debtor ow	n any investments?				
		Go to Part 5 . Fill in the in	Iformation below.				
14.	Mutual	, funds or pub	olicly traded stocks n	ot included in Part 1		Valuation method used for current value	Current value of debtor's interest
	Nam	e of fund or s	tock:				
	-	-		n incorporated and ur LLC, partnership, or jo	•	·	
	Nam	e of entity:			% of ownership:		

## Case 22-00022-als7 Doc 1 Filed 01/07/22 Entered 01/07/22 10:49:28 Desc Main Document Page 8 of 160

Deb		rust		Case number (if known)	
16.	Name Government bonds, corporate bonds, and othe non-negotiable instruments not included in Pa		ble and		
	Describe:				
17.	Total of Part 4				60.00
	Add lines 14 through 16. Copy the total to line 83	-			\$0.00
P	art 5: Inventory, excluding agriculture	assets			
18.	Does the debtor own any inventory (excluding	agricultuı	re assets)?		
	No. Go to Part 6.  Yes. Fill in the information below.				
	General description Date of last plant invention	hysical	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
19.		D/YYYY	(Tribio diamable)		
20.	Work in progress				
21.	Finished goods, including goods held for resal	е	,		
22.	Other inventory or supplies				
23.	<b>Total of Part 5</b> Add lines 19 through 22. Copy the total to line 84				\$0.00
24.	Is any of the property listed in Part 5 perishable No Yes	e?			
25.	Has any of the property listed in Part 5 been pu  No Yes. Book value  Va		-	the bankruptcy was filed?  Current va	alue
26.	Has any of the property listed in Part 5 been ap			n the last year?	-
Pa	art 6: Farming and fishing-related asse	ets (othe	er than titled moto	r vehicles and land)	
27.	Does the debtor own or lease any farming or fi	shing-rela	ited assets (other than	titled motor vehicles and lan	d)?
	No. Go to Part 7.  Yes. Fill in the information below.				
	General description		Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
28.	Crops-either planted or harvested		(vviiele available)		
29.	Farm animals Examples: Livestock, poultry, farm	n-raised fi	sh		
30.	Farm machinery and equipment (Other than title	ed motor v	rehicles)		
31.	Farm and fishing supplies, chemicals, and feed	i			
32.	Other farming and fishing-related property not	already li	sted in Part 6		
33.	<b>Total of Part 6.</b> Add lines 28 through 32. Copy the total to line 85				\$0.00

# Case 22-00022-als7 Doc 1 Filed 01/07/22 Entered 01/07/22 10:49:28 Desc Main Document Page 9 of 160

Deb			Case number (if known)	
34.	Name  Is the debtor a member of an agricultural cooperative?  No Yes. Is any of the debtor's property stored at the cooperative in No Yes	erative?		
35.	Has any of the property listed in Part 6 been purchased  No Yes. Book value Valuation m	-		lue
36.	Is a depreciation schedule available for any of the proper No			
37.	Has any of the property listed in Part 6 been appraised in No ☐ Yes	oy a professional withi	n the last year?	
P	art 7: Office furniture, fixtures, and equipmen	t; and collectibles		3
38.	Does the debtor own or lease any office furniture, fixture	es, equipment, or colle	ctibles?	
	<ul><li>✓ No. Go to Part 8.</li><li>✓ Yes. Fill in the information below.</li></ul>			
	General description	Net book value of debtor's interest	Valuation method used for current value	Current value of debtor's interest
39.	Office furniture	(Where available)		
40.	Office fixtures	•		
41.	Office equipment, including all computer equipment and communication systems equipment and software	ı '		
42.	<b>Collectibles</b> <i>Examples:</i> Antiques and figurines; paintings, artwork; books, pictures, or other art objects; china and crys or baseball card collections; other collections, memorabilia,	tal; stamp, coin,		•
43.	Total of Part 7. Add lines 39 through 42. Copy the total to line 86.			\$0.00
44.	ls a depreciation schedule available for any of the prope □ No □ Yes	erty listed in Part 7?		
45.	Has any of the property listed in Part 7 been appraised l ☐ No ☐ Yes	by a professional withi	n the last year?	
P	art 8: Machinery, equipment, and vehicles			
46.	Does the debtor own or lease any machinery, equipmen	it, or vehicles?		
	<ul><li>✓ No. Go to Part 9.</li><li>✓ Yes. Fill in the information below.</li></ul>	×		·

# Case 22-00022-als7 Doc 1 Filed 01/07/22 Entered 01/07/22 10:49:28 Desc Main Document Page 10 of 160

Deb	tor The Herman L. Rowley Memorial Name	Trust	Case nu	mber (if known)	
	General description Include year, make, model, and identification nu (i.e., VIN, HIN, or N-number)	mbers debtor's		ion method or current value	Current value of debtor's interest
47.	Automobiles, vans, trucks, motorcycles, trail	ers, and titled farm ve	ehicles		•
48.	Watercraft, trailers, motors, and related accest railers, motors, floating homes, personal waterc	•			
49.	Aircraft and accessories		•	,	
50.	Other machinery, fixtures, and equipment (exmachinery and equipment)	cluding farm			
51.	<b>Total of Part 8.</b> Add lines 47 through 50. Copy the total to line 8	<b>37</b> .			\$0.00
52.	Is a depreciation schedule available for any o  □ No □ Yes	of the property listed i	n Part 8?		
53.	Has any of the property listed in Part 8 been a  No Yes	appraised by a profes	sional within the las	t year?	
Pa	art 9: Real property				
54.	Does the debtor own or lease any real proper  ✓ No. Go to Part 10.  ☐ Yes. Fill in the information below.	ty?			
55.	Any building, other improved real estate, or	land which the debto	or owns or in which t	he debtor has an inte	rest
	Description and location of property Include street address or other description such as Assessor Parcel Number (APN), and type of property (for example, acreage, factory, warehouse, apartment or office building), if available.	Nature and extent of debtor's interest in property	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
<b>56.</b>	<b>Total of Part 9.</b> Add the current value on lines 55.1 through 55.6	and entries from any a	additional sheets. Co	py the total to line 88.	\$0.00
57.	Is a depreciation schedule available for any o  No Yes	f the property listed i	n Part 9?		
58.	Has any of the property listed in Part 9 been a  ☐ No ☐ Yes	appraised by a profes	sional within the las	t year?	
Pa	rt 10: Intangibles and Intellectual Pro	perty			
59.	Does the debtor have any interests in intangi	bles or intellectual pr	operty?		
	<ul><li>✓ No. Go to Part 11.</li><li>✓ Yes. Fill in the information below.</li></ul>		,		

# Case 22-00022-als7 Doc 1 Filed 01/07/22 Entered 01/07/22 10:49:28 Desc Main Document Page 11 of 160

Deb	tor The Herman L. Rowley Memorial Trust	<del>,</del>	Case number (if known)	
	General description	Net book value of debtor's interest	Valuation method used for current value	Current value of debtor's interest
60.	Patents, copyrights, trademarks, and trade secrets	(Where available)		
61.	Internet domain names and websites			
62.	Licenses, franchises, and royalties			
63.	Customer lists, mailing lists, or other compilations			
64.	Other intangibles, or intellectual property			
65.	Goodwill			
66.	<b>Total of Part 10.</b> Add lines 60 through 65. Copy the total to line 89.			\$0.00
67.	Do your lists or records include personally identifiable in No Yes	nformation of custom	ers (as defined in 11 U.S.C. §§	101(41A) and 107)?
68.	Is there an amortization or other similar schedule available No Yes	ble for any of the prop	erty listed in Part 10?	
69.	Has any of the property listed in Part 10 been appraised  ☐ No ☐ Yes	by a professional with	hin the last year?	
Pa	rt 11: All other assets	<del>-</del>		<u>.                                    </u>
<b>70.</b>	Does the debtor own any other assets that have not yet I include all interests in executory contracts and unexpired lea			
	☐ No. Go to Part 12.  ✓ Yes. Fill in the information below.			
71.	Notes receivable	-		Current value of debtor's interest
	Description (include name of obligor)			
72.	Tax refunds and unused net operating losses (NOLs)			
	Description (for example, federal, state, local)			
73.	Interests in insurance policies or annuities			
	Chubb/Federal Insurance Company: - Directors & Officers and Entity Liability Coverage - Employment Practices Liability Coverage			Unknown
74.	Causes of action against third parties (whether or not a l	awsuit has been filed	) ·	
75.	Other contingent and unliquidated claims or causes of a including counterclaims of the debtor and rights to set o	• •		
76.	Trusts, equitable or future interests in property			
77.	Other property of any kind not already listed Examples:	Season tickets, country	club membership	
	- Devise (Cook County, III) - Devise (Dallas County, IA)			Unknown
78.	Total of Part 11.  Add lines 71 through 77. Copy the total to line 90.			\$0.00

## Case 22-00022-als7 Doc 1 Filed 01/07/22 Entered 01/07/22 10:49:28 Desc Main Document Page 12 of 160

Deb	tor The Herman L. Rowley Memorial Trust Name		Case number (if known)	
	79. Has any of the property listed in Part 11 been appraised by a professional within the last year?  No Yes  Part 12: Summary			
	art 12 copy all of the totals from the earlier parts of the	ne form.	<del> </del>	
	Type of property	Current value of personal property	Current value of real property	
80.	Cash, cash equivalents, and financial assets.  Copy line 5, Part 1.	\$1,068,747.94		
81.	Deposits and prepayments. Copy line 9, Part 2.	\$0.00		
82.	Accounts receivable. Copy line 12, Part 3.	\$0.00		
83.	Investments. Copy line 17, Part 4.	\$0.00		
84.	Inventory. Copy line 23, Part 5.	\$0.00		
85.	Farming and fishing-related assets. Copy line 33, Part 6.	\$0.00		
86.	Office furniture, fixtures, and equipment; and collectibles. Copy line 43, Part 7.	\$0.00		•
87.	Machinery, equipment, and vehicles.  Copy line 51, Part 8.	\$0.00		
88.	Real property. Copy line 56, Part 9		\$0.00	
89.	Intangibles and intellectual property.  Copy line 66, Part 10.	\$0.00		•
90.	All other assets. Copy line 78, Part 11.	+\$0.00		
91.	<b>Total.</b> Add lines 80 through 90 for each column. 91a	\$1,068,747.94	<b>\$0.00</b>	
92.	Total of all property on Schedule A/B. Lines 91a + 9	1b = 92		\$1,068,747.94

Case 22-00022-als7 Doc 2 Filed 01/07/22 Entered 01/07/22 11:20:06 Desc Chp7

Information to identify the case:

Debtor

The Herman L. Rowley Memorial Trust

EIN: 42-0807103

Name

United States Bankruptcy Court Southern District of Iowa

Date case filed for chapter:

1/7/22

Case number:

22-00022-als7

Official Form 309C (For Corporations or Partnerships)

Notice of Chapter 7 Bankruptcy Case -- No Proof of Claim Deadline

12/15

For the debtor listed above, a case has been filed under chapter 7 of the Bankruptcy Code. An order for relief has been entered.

This notice has important information about the case for creditors, debtors, and trustees, including information about the meeting of creditors and deadlines.

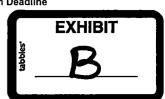
The filing of the case imposed an automatic stay against most collection activities. This means that creditors generally may not take action to collect debts from the debtor or the debtor's property. For example, while the stay is in effect, creditors cannot sue, assert a deficiency, repossess property, or otherwise try to collect from the debtor. Creditors cannot demand repayment from debtors by mail, phone, or otherwise. Creditors who violate the stay can be required to pay actual and punitive damages and attorney's fees.

To protect your rights, consult an attorney. All documents filed in the case may be inspected at the bankruptcy clerk's office at the address listed below or through PACER (Public Access to Court Electronic Records at <a href="https://pacer.uscourts.gov">https://pacer.uscourts.gov</a>.

The staff of the bankruptcy clerk's office cannot give legal advice.

Do I	not file this notice with any p	roof of claim or other filing in the case.	
1.	Debtor's full name	The Herman L. Rowley Memorial Trust	
2.	All other names used in the last 8 years	dba Rowley Masonic Independent Living Company, Health Care, LLC, dba Rowley Masonic Nursing Hor	LLC, dba Rowley Masonic Home ne, LLC,
3.	Address	c/o Neil Paulsen PO Box 91 Avoca, IA 51521	
4.	Debtor's attorney Name and address	Robert C Gainer 1307 50th Street West Des Moines, IA 50266	Contact phone (515) 223-6600 Email: <u>rgainer@cutlerfirm.com</u>
5.	Bankruptcy trustee Name and address	Charles Smith 25 Main Place Suite 200 Council Bluffs, IA 51503	Contact phone (712) 325-9000 Email: trustee@telpnerlaw.com
6.	Bankruptcy clerk's office Documents in this case may be filed at this address. You may inspect all records filed in this case at this office or online at https://pacer.uscourts.gov.	110 E. Court Ave. Suite 300 Des Moines, IA 50309	Office Hours: <u>08:00 AM - 05:00 PM Monday - Friday</u> Contact phone (515) 284-6230  Date: 1/7/22
7.	Meeting of creditors  The debtor's representative must attend the meeting to be questioned under oath. Creditors may attend, but are not required to do so.	January 27, 2022 at 03:00 PM  The meeting may be continued or adjourned to a later date. If so, the date will be on the court docket.	Location: Conference call dial in 877-411-0434, Participant Code 5068871
8.	Proof of claim Please do not file a proof of claim unless you receive a notice to do so.	No property appears to be available to pay creditors. Therefore, If it later appears that assets are available to pay creditors, the country that you may file a proof of claim and stating the deadline.	''
9.	Creditors with a foreign address	If you are a creditor receiving a notice mailed to a foreign address, you may file a motion asking the court to extend the deadlines in this notice. Consult an attorney familiar with United States bankruptcy law if you have any questions about your rights in this case.	
10.	Cellular phones	Only attorneys and their employees may carry cell phones and hearing locations.	other portable communication devices into

Official Form 309C (For Corporations or Partnerships) Notice of Chapter 7 Bankruptcy Case -- No Proof of Claim Deadline



		cument Page 1 c		.50 Desc Main
Fi	III in this information to identify the case			
De	ebtor name The Herman L. Rowley Memorial Tru	ıst		
Ur	nited States Bankruptcy Court for the: <b>SOUTHERN DISTI</b>	RICT OF IOWA		
	ase number <u>22-00022</u>		. Check	if this is an
(if	known)		- American Company	led filing
Of	ficial Form 206A/B			
Sc	hedule A/B: Assets Real and Perso	nal Property		12/15
inte incl In S Une Be a pag add pert For fixe only term	close all property, real and personal, which the debtor orest. Include all property in which the debtor holds right ude assets and properties which have no book value, so chedule A/B, list any executory contracts or unexpired expired Leases (Official Form 206G).  The second teases as possible. If more space is see added, write the debtor's name and case number (if little	ats and powers exercisable uch as fully depreciated as leases. Also list them on S needed, attach a separate known). Also identify the forched, include the amounts oriate category or attach sene details for each asset in	for the debtor's own beneficets or assets that were not chedule G: Executory Continues to this form. At the tour and line number to white from the attachment in the parate supporting schedules a particular category. List o	it. Also t capitalized. tracts and op of any ch the total for the es, such as a each asset
Pa	art 1: Cash and cash equivalents			<del></del>
1.	Does the debtor have any cash or cash equivalents?  No. Go to Part 2.  Yes. Fill in the information below.  All cash or cash equivalents owned or controlled by the	e debtor		Current value of debtor's interest
2.	Cash on hand			
3.	Checking, savings, money market, or financial brokera	ge accounts (Identify all)		
	Name of institution (bank or brokerage firm)	Type of account	Last 4 digits of account number	
3.1.	Great Western Bank Checking account	Checking account	8 9 2 2	\$337.42
3.2.	GWB Checking account #4115	Checking account	4 1 1 5	\$409,551.54
3.3.	GWB Checking account #8455	Checking account	8 4 5 5	\$181,247.84
3.4.	GWB Checking account #4212	Checking account	4 2 1 2	\$6,577.64
3.5.	GWB Checking account #4018	Checking account	4 0 1 8	\$236,943.95
3.6.	Resident Trust Fund Checking account	Checking account	6 0 5 6	\$3,727.40
4.	Other cash equivalents (Identify all)			
	Name of institution (bank or brokerage firm)			
5.	Total of Part 1 Add lines 2 through 4 (including amounts on any additiona	of cheets). Convitte total to li	ne 80	\$838,385.79
Pa	art 2: Deposits and prepayments	5.15515).   • • • • • • • • • • • • • • • • • •	50.	
6.	Does the debtor have any deposits or prepayments?		EXH	IBIT
	□ No. Go to Part 3.  ☑ Yes. Fill in the information below.		tabbles	

Official Form 206A/B

Deb	Case 22-00022-als7 Doc 53 Filed 02/13/24 Entered 02/13/24 16:26  Document Page 2 of 14  The Herman L. Rowley Memorial Trust  Case number (if known) 22-0	
Deb	Name Case number (it known) 2220	UUZZ
		Current value of
7.	Deposits, including security deposits and utility deposits	debtor's interest
••		•
	Description, including name of holder of deposit	
8.	Prepayments, including prepayments on executory contracts, leases, insurance, taxes, and rent	
	Description, including name of holder of prepayment	
8.1.	Payment to Health Dimensions Group (HDG) for post-close financial services assistance	Unknown
9.	Total of Part 2.	
	Add lines 7 through 8. Copy the total to line 81.	\$0.00
De	art 3: Accounts receivable	
	art 5. Accounts receivable	· · · · · · · · · · · · · · · · · · ·
10.	Does the debtor have any accounts receivable?	
	. No. Go to Part 4.	
	Yes. Fill in the information below.	
	<del></del>	Current value of
11.	Accounts receivable	debtor's interest
110	. 90 days old or less: = =	
ııa.	face amount doubtful or uncollectible accounts	
445	Over 00 days ald	
110.	Over 90 days old:  face amount  doubtful or uncollectible accounts	
12	Total of Part 3	
	Current value on lines 11a + 11b = line 12. Copy the total to line 82.	\$0.00
	• • • • • • • • • • • • • • • • • • •	
Pá	art 4: Investments	
13.	Does the debtor own any investments?	
	✓ No. Go to Part 5.  ☐ Yes. Fill in the information below.	
	Valuation method	Current value of
	used for current value	debtor's interest
14.	Mutual funds or publicly traded stocks not included in Part 1	
	Name of fund or stock:	
15.	Non-publicly traded stock and interests in incorporated and unincorporated businesses, including any interest in an LLC, partnership, or joint venture	
16	Name of entity: % of ownership:  Government bonds, corporate bonds, and other negotiable and	
10.	non-negotiable instruments not included in Part 1	
	Describe:	
17.	Total of Part 4	
	Add lines 14 through 16. Copy the total to line 83.	\$0.00
28	art 5: Inventory, excluding agriculture assets	
18.	Does the debtor own any inventory (excluding agriculture assets)?	
	No. Go to Part 6.	
	Yes. Fill in the information below.	

Case 22-00022-als7 Doc 53 Filed 02/13/24 Entered 02/13/24 16:26:50 Desc Main Document Page 3 of 14 Debtor The Herman L. Rowley Memorial Trust Case number (if known) 22-00022 General description Date of the Net book value of Valuation method **Current value of** last physical debtor's interest used for current value debtor's interest inventory (Where available) 19. Raw materials MM/DD/YYYY Work in progress Finished goods, including goods held for resale Other inventory or supplies 22 23. Total of Part 5 \$0.00 Add lines 19 through 22. Copy the total to line 84. 24. Is any of the property listed in Part 5 perishable? ☐ No ☐ Yes 25. Has any of the property listed in Part 5 been purchased within 20 days before the bankruptcy was filed? ☐ No Mark Yes. Book value Valuation method 26. Has any of the property listed in Part 5 been appraised by a professional within the last year? ☐ No ☐ Yes Farming and fishing-related assets (other than titled motor vehicles and land) 27. Does the debtor own or lease any farming or fishing-related assets (other than titled motor vehicles and land)? No. Go to Part 7. Yes. Fill in the information below. **General description** Net book value of Valuation method Current value of debtor's interest used for current value debtor's interest (Where available) Crops-either planted or harvested Farm animals Examples: Livestock, poultry, farm-raised fish Farm machinery and equipment (Other than titled motor vehicles) 30. Farm and fishing supplies, chemicals, and feed Other farming and fishing-related property not already listed in Part 6 32. 33. Total of Part 6. \$0.00 Add lines 28 through 32. Copy the total to line 85. 34. Is the debtor a member of an agricultural cooperative? Yes. Is any of the debtor's property stored at the cooperative? ☐ No ☐ Yes 35. Has any of the property listed in Part 6 been purchased within 20 days before the bankruptcy was filed? ☐ Yes. Book value Valuation method Current value 36. Is a depreciation schedule available for any of the property listed in Part 6? □ No 37. Has any of the property listed in Part 6 been appraised by a professional within the last year? ☐ No ☐ Yes

Case 22-00022-als7 Doc 53 Filed 02/13/24 Entered 02/13/24 16:26:50 Desc Main Document Page 4 of 14

	Doc	ument Page	4 of 14	
Deb			Case number (if known) 22	2-00022
P	ort 7: Office furniture, fixtures, and equipment	t; and collectibles		
38.	Does the debtor own or lease any office furniture, fixture	es, equipment, or colle	ectibles?	
	✓ No. Go to Part 8.  ☐ Yes. Fill in the information below.			
	General description	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
39.	Office furniture	(vincie available)		•
40.	Office fixtures			
41.	Office equipment, including all computer equipment and communication systems equipment and software	ı		
42.	<b>Collectibles</b> <i>Examples</i> : Antiques and figurines; paintings, partwork; books, pictures, or other art objects; china and crys or baseball card collections; other collections, memorabilia,	tal; stamp, coin,		
43.	<b>Total of Part 7.</b> Add lines 39 through 42. Copy the total to line 86.			\$0.00
44.	Is a depreciation schedule available for any of the prope  No Yes	rty listed in Part 7?		
45.	Has any of the property listed in Part 7 been appraised b  □ No □ Yes	oy a professional with	in the last year?	
Pa	art 8: Machinery, equipment, and vehicles		•	
46.	Does the debtor own or lease any machinery, equipment	t, or vehicles?		
	☐ No. Go to Part 9. ☐ Yes. Fill in the information below.			
	General description Include year, make, model, and identification numbers (i.e., VIN, HIN, or N-number)	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
47.	Automobiles, vans, trucks, motorcycles, trailers, and title	ed farm vehicles		
47.1	2006 Ford Cutaway E450 Super Duty			Unknown
47.2	2007 Chrysler Town & County Ed	_ <u></u>		Unknown
47.3	1999 Dodge GCARSENSKH53			Unknown
48.	Watercraft, trailers, motors, and related accessories Exatrailers, motors, floating homes, personal watercraft, and fish			
49.	Aircraft and accessories			
50.	Other machinery, fixtures, and equipment (excluding far machinery and equipment)	m	•	
51.	Total of Part 8.  Add lines 47 through 50. Copy the total to line 87.			\$0.00
<b>52</b> .	Is a depreciation schedule available for any of the prope	rty listed in Part 8?		

✓ No ☐ Yes

✓ No ☐ Yes

53. Has any of the property listed in Part 8 been appraised by a professional within the last year?

Case 22-00022-als7 Doc 53 Filed 02/13/24 Entered 02/13/24 16:26:50 Desc Main Document Page 5 of 14

Debtor

The Herman L. Rowley Memorial Trust

Case number (if known) 22-00022

Nan

Part 9: Real property

54. Does the debtor own or lease any real prope	rty?
---	------

☐ No. Go to Part 10.

Yes. Fill in the information below.

#### 55. Any building, other improved real estate, or land which the debtor owns or in which the debtor has an interest

Description and location of property Include street address or other description such as Assessor Parcel Number (APN), and type of property (for example, acreage, factory, warehouse, apartment or office building), if available. Nature and extent of debtor's interest in property Net book value of debtor's interest (Where available)

Valuation method used for current Current value of debtor's interest

value

Case 22-00022-als7 Doc 53 Filed 02/13/24 Entered 02/13/24 16:26:50 Desc Main Document Page 6 of 14

Debtor

The Herman L. Rowley Memorial Trust

Case number (if known) 22-00022

55.1. 270th Avenue & IA-38 Parcel: 220-35-00-012-00 270th Avenue & IA-38 99.85 acres

> Remainder Interest, subject to a present life estate, in property legally described as:

The South one-half of the Southwest Quarter (SW1/4), and South 18 acres of the North one-half (N1/2) of the Southwest Quarter (SW1/4) of Section Thirty-six (36); and the Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4), and the Southwest Quarter (SW1/4) of the Southeast Quarter (SE¼), and the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section Thirty-five (35), except Parcel H in the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) according to Plat recorded in Book 2001 Page 1220 and further except Parcel 1 in the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) according to Plat recorded in Book 2002 page 1529 of Section Thirty-five (35) and further-except that part of the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of Section Thirty-five (35), described as commencing at a point on the East line of said Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) that intersects with the centerline of Iowa Highway No. 38, thence North along said East line 619 feet, more or less, to the Northeast corner of the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of said Section, thence West at a right angle a distance of 806 feet, more or less, to the center line of said Highway No. 38, thence Southeasterly along said centerline of the highway to the point of beginning; all in Township Eightyeight North (T88N), Range Four West (R4W) of the 5th P.M.. Subject to roadways and easement of records.

#### And

**Parcel B in the Northeast Fractional** Quarter (NEfr1/4) of the Northeast Fractional Quarter (NEfr1/4) according to Plat recorded in Plat Book 2002 Page 1528, of Section Two (2), Township Eight-seven (87) North, Range Four West (R4W) of the 5th P.M. Subject to roadways and

Case 22-00022-als7 Doc 53 Filed 02/13/24 Entered 02/13/24 16:26:50 Desc Main Document Page 7 of 14

Debtor

The Herman L. Rowley Memorial Trust

Case number (if known) 22-00022

55.2. **2776 270th Ave.** Hopkinton, IA 52237

Parcel: 220-36-00-009-00 2776 270th Ave., Hopkinton, IA 52237 97 acres

Remainder Interest, subject to a present life estate, in property legally described as:

The South one-half of the Southwest Quarter (SW1/4), and South 18 acres of the North one-half (N1/2) of the Southwest Quarter (SW1/4) of Section Thirty-six (36); and the Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4), and the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4), and the Southeast Quarter (SE¼) of the Southeast Quarter (SE1/4) of Section Thirty-five (35), except Parcel H in the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) according to Plat recorded in Book 2001 Page 1220 and further except Parcel 1 in the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) according to Plat recorded in Book 2002 page 1529 of Section Thirty-five (35) and further-except that part of the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of Section Thirty-five (35), described as commencing at a point on the East line of said Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) that intersects with the centerline of Iowa Highway No. 38, thence North along said East line 619 feet, more or less, to the Northeast corner of the Southwest Quarter (SW¼) of the Southeast Quarter (SE1/4) of said Section, thence West at a right angle a distance of 806 feet, more or less, to the center line of said Highway No. 38, thence Southeasterly along said centerline of the highway to the point of beginning; all in Township Eightyeight North (T88N), Range Four West (R4W) of the 5th P.M., Subject to roadways and easement of records.

#### And

Parcel B in the Northeast Fractional Quarter (NEfr½) of the Northeast Fractional Quarter (NEfr½) according to Plat recorded in Plat Book 2002 Page 1528, of Section Two (2), Township Eight-seven (87) North, Debtor

The Herman L. Rowley Memorial Trust

Case number (if known) 22-00022

55.3. 270th Ave.

Parcel: 370-02-00-025-20 270th Ave. 3.14 acres

Remainder Interest, subject to a present life estate, in property legally described as:

The South one-half of the Southwest Quarter (SW1/4), and South 18 acres of the North one-half (N1/2) of the Southwest Quarter (SW1/4) of Section Thirty-six (36); and the Northeast Quarter (NE1/4) of the Southeast Quarter (SE¼), and the Southwest Quarter (SW1/4) of the Southeast Quarter (SE¼), and the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section Thirty-five (35), except Parcel H in the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) according to Plat recorded in Book 2001 Page 1220 and further except Parcel 1 in the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) according to Plat recorded in Book 2002 page 1529 of Section Thirty-five (35) and further-except that part of the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of Section Thirty-five (35), described as commencing at a point on the East line of said Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) that intersects with the centerline of Iowa Highway No. 38, thence North along said East line 619 feet, more or less, to the Northeast corner of the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of said Section, thence West at a right angle a distance of 806 feet, more or less, to the center line of said Highway No. 38, thence Southeasterly along said centerline of the highway to the point of beginning; all in Township Eightyeight North (T88N), Range Four West (R4W) of the 5th P.M.. Subject to roadways and easement of records.

#### And

Parcel B in the Northeast Fractional Quarter (NEfr½) of the Northeast Fractional Quarter (NEfr½) according to Plat recorded in Plat Book 2002 Page 1528, of Section Two (2), Township Eight-seven (87) North, Range Four West (R4W) of the 5th P.M. Subject to roadways and

Case 22-00022-als7 **Doc 53** Filed 02/13/24 Entered 02/13/24 16:26:50 Desc Main Page 9 of 14 Document The Herman L. Rowley Memorial Trust Case number (if known) 22-00022 Debtor 56. Total of Part 9. \$0.00 Add the current value on lines 55.1 through 55.6 and entries from any additional sheets. Copy the total to line 88. 57. Is a depreciation schedule available for any of the property listed in Part 9? ☑ No ☐ Yes 58. Has any of the property listed in Part 9 been appraised by a professional within the last year? No No ☐ Yes Part 10: Intangibles and Intellectual Property 59. Does the debtor have any interests in intangibles or intellectual property? No. Go to Part 11. Yes. Fill in the information below. General description Net book value of Valuation method **Current value of** debtor's interest used for current value debtor's interest (Where available) 60. Patents, copyrights, trademarks, and trade secrets 61\_ Internet domain names and websites Licenses, franchises, and royalties Customer lists, mailing lists, or other compilations 63. Other intangibles, or intellectual property 65. Goodwill 66. Total of Part 10. \$0.00 Add lines 60 through 65. Copy the total to line 89. 67. Do your lists or records include personally identifiable information of customers (as defined in 11 U.S.C. §§ 101(41A) and 107)? ☐ Yes 68. Is there an amortization or other similar schedule available for any of the property listed in Part 10? □ No 69. Has any of the property listed in Part 10 been appraised by a professional within the last year? ☐ No ☐ Yes Part 11: All other assets 70. Does the debtor own any other assets that have not yet been reported on this form? Include all interests in executory contracts and unexpired leases not previously reported on this form. ☐ No. Go to Part 12. Yes. Fill in the information below. **Current value of** debtor's interest 71. Notes receivable Description (include name of obligor)

Case 22-00022-als7 Doc 53 Filed 02/13/24 Entered 02/13/24 16:26:50 Page 10 of 14 Document The Herman L. Rowley Memorial Trust Debtor Case number (if known) 22-00022 72. Tax refunds and unused net operating losses (NOLs) Description (for example, federal, state, local) 73. Interests in insurance policies or annuities Chubb/Federal Insurance Company: - Directors & Officers and Entity Liability Coverage - Employment Practices Liability Coverage Unknown 74. Causes of action against third parties (whether or not a lawsuit has been filed) 75. Other contingent and unliquidated claims or causes of action of every nature, including counterclaims of the debtor and rights to set off claims 76. Trusts, equitable or future interests in property 77. Other property of any kind not already listed Examples: Season tickets, country club membership - Devise (Cook County, III) - Devise (Dallas County, IA) Unknown 78. Total of Part 11. \$0.00 Add lines 71 through 77. Copy the total to line 90. 79. Has any of the property listed in Part 11 been appraised by a professional within the last year? ✓ No ☐ Yes

Case 22-00022-als7 Doc 53 Filed 02/13/24 Entered 02/13/24 16:26:50 Desc Main The Herman L. Rowley Memorial Trust
Name Page 11 of 14

Debtor

Case number (if known) 22-00022

### Part 12: Summary

In Part 12 copy all of the totals from the earlier parts of the form.

	Type of property	Current value of personal property	Current value of real property
80.	Cash, cash equivalents, and financial assets.  Copy line 5, Part 1.	\$838,385.79	
81.	Deposits and prepayments. Copy line 9, Part 2.	\$0.00	
82.	Accounts receivable. Copy line 12, Part 3.	\$0.00	•
83.	Investments. Copy line 17, Part 4.	\$0.00	
84.	Inventory. Copy line 23, Part 5.	\$0.00	
85.	Farming and fishing-related assets.  Copy line 33, Part 6.	\$0.00	
86.	Office furniture, fixtures, and equipment; and collectibles. Copy line 43, Part 7.	\$0.00	
87.	Machinery, equipment, and vehicles.  Copy line 51, Part 8.	\$0.00	
88.	Real property. Copy line 56, Part 9	······	\$0.00
89.	Intangibles and intellectual property.  Copy line 66, Part 10.	\$0.00	
90.	All other assets. Copy line 78, Part 11.	<u>\$0.00</u>	
91.	Total. Add lines 80 through 90 for each column. 91a.	<b>\$838,385.79</b> + 91b	so. <b>\$0.00</b>
92.	Total of all property on Schedule A/B. Lines 91a + 91b	o = 92	\$838,385.79

Case 22-00022-als7 Doc 53 Filed 02/13/24 Entered 02/13/24 16:26:50 Desc Main

	Document Page 12 of 14	o boo man
Fill i	n this information to identify the case:	
United	or Name The Herman L. Rowley Memorial Trust  d States Bankruptcy Court for the: SOUTHERN DISTRICT OF IOWA  number (if known): 22-00022	✓ Check if this is an amended filing
Offici	al Form 206Sum	
Sum	mary of Assets and Liabilities for Non-Individuals	12/15
Part		
1. Sc	chedule A/B: AssetsReal and Personal Property (Official Form 206A/B)	
1a	. Real property: Copy line 88 from Schedule A/B	\$0.00
1b	. Total personal property: Copy line 91A from Schedule A/B	\$838,385.79
10	Copy line 92 from Schedule A/B	\$838,385.79
Part	2: Summary of Liabilities	
	thedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)  py the total dollar amount listed in Column A, Amount of claim, from line 3 of Schedule D	\$0.00
3. Sc	hedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)	
3a	. Total claim amounts of priority unsecured claims:  Copy the total claims from Part 1 from line 5a of Schedule E/F	\$0.00
3b	. Total amount of claims of nonpriority amount of unsecured claims:  Copy the total of the amount of claims from Part 2 from line 5b of Schedule E/F	+\$0.00

4. Total liabilities

Lines 2 + 3a + 3b.....

\$0.00

Fill in this information to identify the case and this filing:			
Debtor Name	The Herman L. Rowley Memorial Trust		
United States Bankruptcy Court for the: SOUTHERN DISTRICT OF IOWA			
Case number (if known)	22-00022		

#### Official Form 202

### **Declaration Under Penalty of Perjury for Non-Individual Debtors**

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING — Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

#### **Declaration and signature**

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

$\square$	Schedule A/B: AssetsReal and Personal Property (Official Form 206A/B)		
	Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)		
	Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)		
	Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)		
	Schedule H: Codebtors (Official Form 206H)		
	A Summary of Assets and Liabilities for Non-Individuals (Official Form 206-Summary)		
	Amended Schedule		
	Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 20 Largest Unsecured Claims and Are Not Insiders (Official Form 204)		
	Other document that requires a declaration		
l de	clare under penalty of perjury that the foregoing is true and correct.		
Exe	cuted on 02/12/2024 X /s/ Neil Paulsen  MM / DD / YYYY Signature of individual signing on behalf of debtor		
	Neil Paulsen Printed name		
	Chairman of Board of Trustees of Debtor  Position or relationship to debtor		

Case 22-00022-als7 Doc 53 Filed 02/13/24 Entered 02/13/24 16:26:50 Desc Main Document Page 14 of 14

### UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF IOWA DES MOINES DIVISION

IN RE: The Herman L. Rowley Memorial Trust

CASE NO. 22-00022

CHAPTER 7

#### **Certificate of Service**

I hereby certify that on the date reflected on this filing, the foregoing instrument was filed electronically with the Clerk of Court using the CM/ECF system which sent notification of such filing to all registered users party to this case.

/s/ Robert C. Gainer

SD IA-201 (12/09)

## UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF IOWA

IN RE	) CHAPTER 7
	) CASE NO. 22-00022-als7
THE HERMAN L. ROWLEY	)
MEMORIAL TRUST,	) NOTICE OF INTENT TO SELL
	) PROPERTY (HERSHBERGER) AND
Debtor.	) BAR DATE NOTICE 8/30/2024

The undersigned Trustee of the estate of the Debtor(s) named above, subject to objection under Federal Rules of Bankruptcy Procedure, Rules 6004(b) & 9014, will sell the following property of the estate subject to any liens of record:

The Trustee's remainderman interest in the property shown on the attached Real Estate Sales Agreement.

to the following purchaser:

John Hershberger, 2808 270th Avenue, Hopkinton, IA 52237

for the following consideration:

Trustee is to receive 42.374% of the net sales price pursuant to the aforesaid Real Estate Sales Agreement. Said agreement shows a gross list price of \$1,078,000.00 for 98.00 acres.

NOTICE IS HEREBY GIVEN, any objections thereto must be served on the undersigned Trustee at the address listed below; the United States Trustee at 210 Walnut Street, Room 793, Des Moines, IA 50309-2108; the Debtor; and, Debtor's counsel. Any objection must be filed with the Clerk of Bankruptcy Court at 111 Locust Street, Office 320, Des Moines, Iowa 50309 within 21 days of the date of this notice and report.

Isl Charles L. Smith Must Lind Charles L. Smith, Trustee, AT0007415
Telpner Peterson Law Firm, LLP
25 Main Place, Suite 200
Council Bluffs, IA 51503
Telephone: (712) 325-9000

Facsimile: (712) 328-1946 E-mail: <a href="mailto:csmith@telpnerlaw.com">csmith@telpnerlaw.com</a>



Case 22-00022-als7 Doc 67 Filed 08/09/24 Entered 08/09/24 13:43:51 Desc Main Docusign Envelope ID: CEEEB7BB-E0F9-4A1B-AB6C-D835C Page Brent Page 2 of 5

### REAL ESTATE SALES AGREEMENT

Herington/Hershberger - 98.00 Acres, m/l - Delaware County, Iowa

AGENCY DISCLOSURE				
An agency disclosure must be made by the agent prior to any offer being mad SELLER confirm that written disclosure of agency representation was provide	e by the BUYER or accepted by the SELLER. By signing below the BUYER and ed to them prior to the signing of the REAL ESTATE SALES AGREEMENT.			
BUYER further acknowledges having signed and received a convertible SELL	ER PROPERTY CONDITION DISCLOSURE FORM, if required. The BROKER, r hidden defects in the property or give advice on matters outside the scope of			
SELLER and/or BUYER request that Broker select, prepare and complete for groundwater hazard statements and declaration of value.	m documents as authorized by lowa law or rule, such as purchase agreements,			
HERTZ REAL ESTATE SERVICES, Inc. , BROKE	R, and TROY R. LOUWAGIE, licensee employed			
by or associated with the Broker, represents the □SELI	ER BUYER or BOTH SELLER AND BUYER			
	and the second s			
BUYER(\$):	CELL TRUE			
30. Endoy.	SELLER(S):			
	Delores R. Herington Life Estate			
Own Acres 81010000				
	Delores K. Herington 8/9/2024			
Bý: John Hershberger DATE	By: Defores R. Herington DATE			
	Steven Herington Life Estate			
	Docusigned by:			
	Steven Herington			
	8/9/2024			
	By: Steven Herington DATE			
	Herman L. Rowley Memorial Trust			
	Gel LRD Vieter 8-9-24			
	By: Charles L. Smith, Bankruptcy Trustee DATE			
	Telpner Peterson Law Firm, LLP			
PARTIES: Delores R. Herington Life Estate Steven	Davis de la Company de la Comp			
PARTIES: Delores R. Herington Life Estate, Steven     AND Herman L. Rowley Memory				
John Hershberger				
Soller the following promote situate at the				
containing 98.00 Acres, more or less (M/L) and legall	Township, Delaware County, lowa, y described as:			
The S½ of the SW¼, and the South 18 acres of the N½ of t	he SW¼ of Section 36, Township 88 North, Range 4 West of			
the oth rama, belawate County, lowa.				
together with any easements and 100 percent of the mineral	rights owned by Seller, but subject to any easements of record,			
zerming restrictions, reserved cost straining agreements and	restrictive covenants. The right is reserved to insert the exact			
regar description as shown by the Abstract of Title.				
2. TOTAL PURCHASE PRICE SHALL BE:	\$1,078,000.00			
A. Earnest Money to be deposited upon execution of	of agreement with:			
Real Estate Trust Account of Hertz Real Estat	e Services, Inc. , Closing Agent			
☐ Trust Account of N/A	, Closing Agent			
B. Funds Due at Settlement On DECEMBER 6, 20	924 \$1,028,000.00			
Funds due at settlement shall be by bank cashie	024 \$1,028,000.00 r's check or wire transfer			
TOTAL PURCHASE PRICE AS NOTED ABOVE				
3. THIS OFFER CONTINGENT UPON THE ABILITY OF B	UYER TO: NO CONTINGENCIES			
	•			

Case 22-00022-als7 Doc 67 Filed 08/09/24 Entered 08/09/24 13:43:51 Desc Main Docusign Envelope ID: CEEEB7BB-E0F9-4A18-AB6C-D835D Document Page 3 of 5

4.	TAXES AND SPECIAL ASSESSMENTS:
	A. Real Estate taxes shall be prorated to <u>DATE OF CLOSING</u> .  B. Any proration of taxes shall be based upon the taxes for the year currently payable. All subsequent taxes will be provided by the Provided Provid
	paid by the Buyer.  C. All special assessments spread on the Treasurer's book at the time of the acceptance of this offer are to be paid by the Saller All subsequents.
_	the Seller. All subsequent special assessments are to be paid by the Buyer.
5.	EARNEST MONEY: \$50,000.00 is to be deposited as Earnest Money within 5 business days upon execution of
	this contract by all parties with <a href="HERTZ REAL ESTATE SERVICES">HERTZ REAL ESTATE SERVICES</a> as Escrow Agent. Additional Earnes Money, if any, shall be deposited with the Escrow Agent. If indicated by "yes" in the following space <a href="NO">NO</a> , the earnes
	money shall be deposited with the Esclow Agent. If indicated by yes in the following space NO, the earnes money shall be deposited by the Broker in an interest-bearing trust account and the interest earned thereon shall accrue
	for the benefit ofN/A with interest credited to SS# or TIN# as per attached IRS W-9 Form); otherwise, the
	lowa Association of REALTORS® Foundation, a charitable non-profit entity, will receive the interest. Seller and Buyer
	agree that Earnest Money held in the Hertz Real Estate Services Trust Account may be disbursed to a future-specifie Closing Agent within 72 hours of scheduled settlement date, or as directed by said Closing Agent, if necessitated.
6.	BROKER'S FEE: Seller agrees to pay HERTZ REAL ESTATE SERVICES Broker, herein as follows: to pa
	AS PER LISTING AGREEMENT of the total contract sales price in cash at the closing, payable in the Broker
	principal office.  POSSESSION AND CLOSING: Settlement of closing shall be an exhaust a programme of the control
••	POSSESSION AND CLOSING: Settlement or closing shall be on or before DECEMBER 6, 2024 or after objection to title have been cleared. Possession of the property shall be delivered to the Buyer SEE 31(A) i
	its present condition, ordinary wear and tear excepted
8.	INSURANCE: Seller agrees to keep the buildings on said properly insured at present coverage until possession is give
	and in the event the buildings and improvements on said real estate are destroyed or materially damaged by fire or other casualty before possession is given to Buyer, it is agreed that the insurance money received shall go to Buyer to replace
	or repair said damage, buyer may obtain additional insurance.
9. 10.	SURVEY: This property shall NOT be surveyed.
	FIXTURES: All personal property that integrally belongs to or is part of the real estate, whether attached or detached such as, water pumps and systems, automatic heating equipment, electrical service cable, fencing and other attached fixtures transport to the property of the property
	includes, tiees, busines, snrubs and plants, feed bunks in the fence, installed fences and dates, propage table not under
	lease, water association rights where applicable, hog and cattle waterers in the fence or nermanently installed, are
	storage buildings and hog and cattle sheds on permanent foundations, auger and conveyor systems shall be considere part of real estate and included in this sale except:
	THE TENANT RESERVES ALL PIPE GATES, ATTACHED GUARD RAILS, MOTOR ON MIDDLE BIN, THREE
	RITCHIE WATERERS, BULK BIN, HAY BALES SITTING ON FARM/BARN AND ALL PERSONAL ITEMS. THESI ITEMS WILL BE REMOVED PRIOR TO MARCH 1, 2025.
	All grain, livestock, hay, silage and non-realty property on the real estate are reserved by the Seller or Seller's tenant
11.	CONDITION OF PROPERTY: The real estate (and any personal property contracted for) in its present condition as of date of this offer, will be preserved and delivered intact at the time possession is given.
	The agent makes no representations or warranties as to the physical or mechanical condition of the property, real or
	personal. Buyer accepts the property in its present condition
12.	GROUNDWATER HAZARD STATEMENT: At closing, a Groundwater Hazard Statement will be filed by the Seller(s regarding the following items: 1. wells; 2. solid waste disposal; 3. hazardous wastes; 4. underground storage tanks; 5.
	private burial site and 6, private sewage disposal system located on the Property. If any of these are located on the
	property, they are as follows:
	THERE IS A WELL LOCATED IN THE PUMPHOUSE.  Brokers, their Agents, Employees and Associates shall not be responsible for any hazardous materials which may be
	found on this property which have not been disclosed by the Seller(s) or any other narties in interest and are not require
	to give advice on matters outside the scope of their real estate license.
<b>D</b>	
rage	2 of 4 THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK LEGAL ADVICE 02/2024
BUYE	ER(S) INITIALS: DRH SH CLS

- 13. REPRESENTATIONS: It is understood that no representations made by the Broker or salesperson in the negotiation of this sale are being relied upon unless incorporated herein in writing and this property has not been offered or shown to Buyer by another person or agency. Buyer declares they are purchasing on their own examination and judgment and not through any representations to them made by the Seller, or their agents, as to its location, size, value, future value, income therefrom or as to its production.
- 14. TIME: In the performance of each part of this agreement, time shall be of the essence.
- 15. ABSTRACT AND TITLE: Seller at their expense, shall continue the abstract of title and deliver to Buyer for examination. The abstract shall become the property of the Buyer when the purchase price is paid in full, and shall show merchantable title in conformity with this agreement and title law of the State of lowa and lowa Title Standards of the lowa State Bar Association. Each party shall pay costs of additional abstracting and/or title work due to their acts or omissions.
- 16. DEED: Upon payment of purchase price, Seller shall convey title by <u>WARRANTY</u> Deed(s), free and clear of liens and encumbrances, reservations, exceptions or modifications except as in this instrument otherwise expressly provided. All warranties shall extend to time of acceptance of this offer, with warranties as to acts of Seller up to time of delivery of deed. Seller to pay transfer tax.
- 17. JOINT TENANCY IN PROCEEDS AND IN SECURITY RIGHTS IN REAL ESTATE: If, and only if, the Seller(s), immediately preceding this offer, hold the title to the above described property in joint tenancy, and such joint tenancy is not later destroyed by operation of law or by acts of the Seller(s) then (1) the proceeds of this sale, and any continuing and/or recaptured rights of Seller(s) in real estate shall be and continue in Seller(s) as joint tenants with rights of survivorship and not as tenants in common; and (2) Buyer(s), in the event of the death of either Seller, agree to pay any balance of the proceeds of this sale to the surviving Seller and to accept deed from such surviving Seller.
- 18. REMEDIES OF THE PARTIES---FORFEITURE---FORECLOSURE---REAL ESTATE COMMISSION:
  - A. If the Seller(s) fails to fulfill this agreement, he/she will pay to the Broker the regular commission in full, and the Buyer shall have the right to have all payments, plus accrued interest, if any, returned or to proceed by any action or actions at law or in equity, and the Seller agrees to pay costs and attorney fees, and a receiver may be appointed.
  - B. If the Buyer fails to fulfill this agreement, the Seller may pursue forfeiture proceedings as provided in the Code of lowa, all payments made herein shall be forfeited and the earnest money deposit shall be divided equally between Seller and Agent. Any payment to Agent under this section shall not exceed commission referred to in Paragraph 6 of this agreement.
  - C. If In addition to the foregoing remedies, either party shall be entitled to any and all other remedies, or action at law or in equity, including foreclosure or specific performance, and the party at fault shall pay costs and attorney fees, and a receiver may be appointed. Either party will pay interest at the maximum legal rate on all amounts herein as and after they become delinquent.
- 19. APPROVAL OF COURT: If this property is an asset of any estate, trust or guardianship that requires court approval for sale, this contract shall be subject to Court approval. If necessary, the appropriate fiduciary shall proceed promptly and diligently to bring the matter on for hearing for Court approval. (In that event, the Court Officer's Deed shall be used.)
- 20. ALL FUNDS DEPOSITED hereunder as part payment as herein above set forth shall be held by Broker as Closing Agent, in trust pending acceptance of this offer, examination of the abstract and delivery of deed or formal contract. Buyer authorizes the company or persons financing his/her purchase to pay all funds to Broker as Closing Agent for the Seller and Seller authorizes such Agent to accept same. It is agreed that at time of settlement, funds of the purchase price may be used by Closing Agent to pay taxes, liens and other sales or purchase expenses of Seller and Buyer to comply with the above requirements; same to be handled under supervision of the Broker as Closing Agent and subject to approval of Buyer's attorney on title questions to produce merchantable title.
- CONTRACT BINDING ON SUCCESSORS IN INTEREST: This contract shall apply to and bind the successors in interest of the respective parties.
- 22. TENANT: If indicated by "yes" in the following space YES , it shall be the responsibility of Seller at Seller's expense to see to the termination of all rights of existing tenants so Buyer shall have sole possession, subject to the 2024 existing Lease, and at closing Seller shall exhibit evidence satisfactory to Buyer of such termination.
- 23. CONSERVATION PROGRAM CONTRACT(S): Seller assigns all right, title and interest in any Conservation Program contract(s) for said real estate to Buyer. Seller reserves the right to receive from the Farm Service Agency and/or Natural Resource Conservation Service office their prorated share of any Conservation Program payment(s) prorated to N/A By acceptance hereof, Buyer, their successors and assigns, assume all obligations for compliance with the terms of said Conservation Program Contract(s).
- 24. WORDS AND PHRASES herein, including any acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.
- 25. WATER/SANITARY SYSTEMS: BUYER will assume all responsibilities, including costs, for compliance of all county and state regulations covering the sanitary and water systems on the property.

Page 3 of 4	THIS IS A LEGALL	Y BINDING CONTR	ACT. IF NOT UNDERS	TOOR, SEEK LEG	ALADVICE	02/2024
BUYER(S) INITIAL		11	SELLER(S) INITIALS:	10.00	SH	Col

Case 22-00022-als7 Doc 67 Filed 08/09/24 Entered 08/09/24 13:43:51 Desc Main Docusign Envelope ID: CEEEB7BB-E0F9-4A1B-AB6C-D835D Document Page 5 of 5

- 26. **ELECTRONIC SIGNATURES** on this agreement and/or faxed/scanned copies of signed agreement shall be considered valid.
- 27. COUNTERPARTS: If more than one person is named as a Seller and/or Buyer herein, this contract may be executed by each Seller and Buyer, separately, and when so executed, such copies taken together shall be deemed to be a full and complete contract between the parties.
- 28. SEVERABILITY: If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 29. IRS §1031 TAX-DEFERRED EXCHANGE:
  - (A) Seller reserves the right to structure this transaction as a tax-deferred exchange under Internal Revenue Code §1031. Buyer shall cooperate to complete the said exchange. Seller shall be responsible for all expenses related to seller-initiated exchange.
  - (B) Buyer shall have the right to assign this Agreement without consent of the Seller, prior to closing, in order to affect a Like-Kind Section §1031 Tax-Free Exchange at no additional cost to Seller. Buyer shall be responsible for all expenses related to a buyer-initiated exchange.
- 30. ADDENDUM: There \_\_\_\_ is \_\_\_ X is not an Addendum attached that is part of this Agreement. Said Addendum consists of \_\_\_\_ pages.
- 31. OTHER PROVISIONS:
  - (A) Buyer acknowledges there is a Cash Rent Lease in place for the 2024 crop year. Seller shall retain 100% of the 2024 cash rent. Possession to be at closing, subject to the existing lease. Full possession to be March 1, 2025.

Offer presented this 9th day of AUGUST, 2024, and null and void if not accepted on or before AUGUST 9, 2024 @ 11:59 P.M.

ACCEPTED THIS 9th DAY OF AUGUST , 2024.

BUYER(S):	SELLER(S):
Jelin Heishlyn 8/9/2024	Delores R. Herington Life Estate  Dulores K. Herington  8/9/2024
By: John Hershberger DATE	By: Delores R. Herington DATE
	Steven Herington Life Estate  Steven Herington  EDBETTARRESSEE  8/9/2024
	By: Steven Herington DATE
	Herman L. Rowley Memorial Trust
	By: Charles L. Smith, Bankruptcy Trustee Telpner Peterson Law Firm, LLP

BUYER'S BROKER:	SELLER'S BROKER:	
Troy R. Louwagle Representing Agent Name HERTZ REAL ESTATE SERVICES, Inc. Brokerage Name	Troy R. Louwagie Representing Agent Name HERTZ REAL ESTATE SERVICES, Inc. Brokerage Name	
Address: 102 Palisades Road Mount Vernon, IA 52314	Address: 102 Palisades Road Mount Vernon, IA 52314	
Phone: (319) 721-4068  Email: troyl@hertz.ag	Phone: (319) 721-4068  Email: troy/@hentz.ag	
Thom: Hoyagacia.ag	Email: troyl@hertz.ag	

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Case 22-00022-als7 Doc 68 Filed 08/09/24 Entered 08/09/24 13:47:11 Desc Main Document Page 1 of 6

SD IA-201 (12/09)

### UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF IOWA

IN RE	)	CHAPTER 7
	)	CASE NO. 22-00022-als7
THE HERMAN L. ROWLEY	)	
MEMORIAL TRUST,	')	NOTICE OF INTENT TO SELL
	)	PROPERTY (KNIPPER) AND BAR DATE
Debtor.	)	NOTICE 8/30/2024

The undersigned Trustee of the estate of the Debtor(s) named above, subject to objection under Federal Rules of Bankruptcy Procedure, Rules 6004(b) & 9014, will sell the following property of the estate subject to any liens of record:

The Trustee's remainderman interest in the property shown on the attached Real Estate Sales Agreement.

to the following purchaser:

Christopher J. Knipper, 3103 265th Street, Hopkinton, IA 52237

for the following consideration:

Trustee is to receive 42.374% of the net sales price pursuant to the aforesaid Real Estate Sales Agreement. Said agreement shows a gross list price of \$760,000.00 for 69.16 acres. However, the final gross purchase price will be increased or decreased based upon \$10,989.01 per acre times the final net surveyed acres of the property.

NOTICE IS HEREBY GIVEN, any objections thereto must be served on the undersigned Trustee at the address listed below; the United States Trustee at 210 Walnut Street, Room 793, Des Moines, IA 50309-2108; the Debtor; and, Debtor's counsel. Any objection must be filed with the Clerk of Bankruptcy Court at 111 Locust Street, Office 320, Des Moines, Iowa 50309 within 21 days of the date of this notice and report.

Isl Charles L. Smith Auto Charles L. Smith, Trustee, AT0007415
Telpner Peterson Law Firm, LLP
25 Main Place, Suite 200
Council Bluffs, IA 51503
Telephone: (712) 325-9000

Facsimile: (712) 328-1946 E-mail: csmith@telpnerlaw.com Case 22-00022-als7 Doc 68 Filed 08/09/24 Entered 08/09/24 13:47:11 Desc Main Docusign Envelope ID: CEEEB7BB-E0F9-4A1B-AB6C-D835D**Document** Page 2 of 6

#### **REAL ESTATE SALES AGREEMENT**

Herington/Knipper - 69.16 Acres, m/l - Delaware County, Iowa

An agency disclosure must be made by the agent prior SELLER confirm that written disclosure of agency repr	to any offer being made	SCLOSURE  by the BUYER or accepted by to them prior to the signing of t	the SELLER. By signing belo	ow the BUYER and
BUYER further acknowledges having signed and receits agents, employees and associates are not require their real estate license.	ived a copy of the SELLE	ER PROPERTY CONDITION DI	SCLOSURE FORM if requir	ed. The BROKER
SELLER and/or BUYER request that Broker select, pr groundwater hazard statements and declaration of val	epare and complete formue.	n documents as authorized by fo	owa law or rule, such as pure	chase agreements,
HERTZ REAL ESTATE SERVICES,	inc. , BROKER	, and TROY R. LOI	JWAGIE , license	e employed
by or associated with the Broker, repre	sents the 🗵 SELL	ER BUYER or BOT	H SELLER AND BUY	ER.
HERTZ FARM MANAGEMENT, I	nc. , CO-BI	ROKER, and	(YLE J. BELL	, licensee
employed by or associated with the Co	-Broker, represen	ts the □SELLER 図BU	YER.	:
BUYER(S):		SELLER(S):		
		Delores R. Herington I	_ife Estate	
DocuSigned by:		DocuSigned by:		
Christopher J. Emipper	8/7/2024	Delores R. Herington	r	8/9/2024
By: Christopher J. Knipper	DATE	By: Delores R. Heringt		DATE
		Otania Harinata Atri	ten aa	
		Steven Herington Life	Estate	
		Steven Herington		
		L		8/9/2024
		By: Steven Herington		DATE
		Herman L. Rowley Me	morial Trust	
		Unda I ha	A Zuntu	F-2-20
		By: Charles L. Smith, I Telpner Peterson I		DATE
PARTIES: Delores R. Herington L.  AND Herma	ife Estate, Steven n L. Rowley Memo		(Seller) agrees to sell	and convey to
	istopher J. Knippe	· · · · · · · · · · · · · · · · · · ·	(Buyer), and Buyer ag	•
Seller the following property situated in	Delhi	Township,	Delaware	_ County, lowa
containing 69.16 Acres, more or le	ess (M/L) and legall	y described as:		<del></del>
That part the E½ of the SE¼ of Section	35, Township 88 N	orth, Range 4 West of t	he 5th P.M., Delaware	County, Iowa,
lying north/northeast of State Highway 3 Book 2002 Page 1528, of Section 2, Town	38. AND Parcel B i	n the NEfr¼ of the NEfr	// according to Plat re	corded in Plat
of records. Exact legal to be determined	by survey and up	dated abstract. See Exh	i. Subject to roadways	<u> anu easement</u> boundary.
together with any easements and 100 per zoning restrictions, FSA/NRCS cost shari legal description as shown by the Abstract	cent of the mineral	rights owned by Seller, b	ut subject to any easer	nents of record,
2. TOTAL PURCHASE PRICE SHALL I	3E:	SEE 31(A)	********	\$760,000.00
A. Earnest Money to be deposited				\$76,000.00
Real Estate Trust Account of				
☐ Trust Account of	N/A	, Clo	sing Agent	
B. Funds Due at Settlement On Funds due at settlement shall.		024r's check or wire transfe		\$684,000.00
TOTAL PURCHASE PRICE AS NOT	•			\$760,000.00
3. THIS OFFER CONTINGENT UPON	THE ABILITY OF B	UYER TO: NO CONT	INGENCIES	
		IF NOT UNDERSTOOD, S		02/2024

Docus	Case 22-00022-als7 Doc 68 Filed 08/09/24 Entered 08/09/24 13:47:11 Desc Main gn Envelope ID: CEEEB7BB-E0F9-4A1B-AB6C-D835D <b>506</b> 37 <b>P</b> nent Page 3 of 6
•	A. Real Estate taxes shall be prorated to
	<ul> <li>B. Any proration of taxes shall be based upon the taxes for the year currently payable. All subsequent taxes will be paid by the Buyer.</li> <li>C. All special assessments spread on the Treasurer's book at the time of the acceptance of this offer are to be paid by</li> </ul>
;	the Seller. All subsequent special assessments are to be paid by the Buyer.  EARNEST MONEY: \$76,000.00 is to be deposited as Earnest Money within 5 business days upon execution of
	this contract by all parties with HERTZ REAL ESTATE SERVICES as Facrow Agent Additional Farnest
	Money, if any, shall be deposited with the Escrow Agent. If indicated by "yes" in the following space NO the earnest
	money shall be deposited by the Broker in an interest-bearing trust account and the interest earned thereon shall accrue
	for the benefit of N/A with interest credited to SS# or TIN# as per attached IRS W-9 Form); otherwise, the lowa Association of REALTORS® Foundation, a charitable non-profit entity, will receive the interest. Seller and Buyer
	agree that Earnest Money held in the Hertz Real Estate Services Trust Account may be dishursed to a future-specified
	Closing Agent within 72 hours of scheduled settlement date, or as directed by said Closing Agent, if necessitated
,	BROKER'S FEE: Seller agrees to pay HERTZ REAL ESTATE SERVICES Broker, herein as follows: to pay  AS PER LISTING AGREEMENT of the total contract sales price in cash at the closing, payable in the Broker's
	AS PER LISTING AGREEMENT of the total contract sales price in cash at the closing, payable in the Broker's principal office.
•	7. POSSESSION AND CLOSING: Settlement or closing shall be on or before NOVEMBER 1, 2024, or after objections
	to title have been cleared. Possession of the property shall be delivered to the Buyer SEE 31(B) in
,	its present condition, ordinary wear and tear excepted.
`	3. INSURANCE: Seller agrees to keep the buildings on said property insured at present coverage until possession is given and in the event the buildings and improvements on said real estate are destroyed or materially damaged by fire or other
	casualty before possession is given to Buyer, it is agreed that the insurance money received shall no to Ruyer to replace
ç	or repair said damage. Buyer may obtain additional insurance.  SURVEY: This property shall be surveyed. SEE 31(A)
10	FIXTURES: All personal property that integrally belongs to or is part of the real estate, whether attached or detached,
	such as, water pumps and systems, automatic heating equipment, electrical service cable, fencing and other attached
	TIXTURES, trees, busines, shrubs and plants, feed bunks in the fence, installed fences and gates, propage tanks not under
	lease, water association rights where applicable, hog and cattle waterers in the fence or permanently installed, grain storage buildings and hog and cattle sheds on permanent foundations, auger and conveyor systems shall be considered
	part of real estate and included in this sale except:
	NONE. All grain livestock have silege and non-resiltent and the section of the se
1	All grain, livestock, hay, silage and non-realty property on the real estate are reserved by the Seller or Seller's tenant.  CONDITION OF PROPERTY: The real estate (and any personal property contracted for) in its present condition as of
	date of this offer, will be preserved and delivered intact at the time possession is given.
	The agent makes no representations or warranties as to the physical or mechanical condition of the property, real or personal. Buyer accepts the property in its present condition.
1:	GROUNDWATER HAZARD STATEMENT: At closing, a Groundwater Hazard Statement will be filed by the Seller(s)
	regarding the following items: 1, wells; 2, solid waste disposal; 3, hazardous wastes: 4, underground storage tanks: 5,
	private burial site and 6. private sewage disposal system located on the Property. If any of these are located on the property, they are as follows:
	NONE.
	Brokers, their Agents, Employees and Associates shall not be responsible for any hazardous materials which may be
	found on this property which have not been disclosed by the Seller(s) or any other parties in interest and are not required
	to give advice on matters outside the scope of their real estate license.

Page 2 of 5	THIS IS A LEGALLY BINDING	CONTRACT. IF NOT UNDERS	TOOD, SEEK	LEGAL ADVICE	02/2024	
BUYER(S) INITIAL	s Wz	SELLER(S) INITIALS:	DRH	SH	CES	
		•				

- 13. REPRESENTATIONS: It is understood that no representations made by the Broker or salesperson in the negotiation of this sale are being relied upon unless incorporated herein in writing and this property has not been offered or shown to Buyer by another person or agency. Buyer declares they are purchasing on their own examination and judgment and not through any representations to them made by the Seller, or their agents, as to its location, size, value, future value, income therefrom or as to its production.
- 14. TIME: In the performance of each part of this agreement, time shall be of the essence.
- 15. ABSTRACT AND TITLE: Seller at their expense, shall continue the abstract of title and deliver to Buyer for examination. The abstract shall become the property of the Buyer when the purchase price is paid in full, and shall show merchantable title in conformity with this agreement and title law of the State of Iowa and Iowa Title Standards of the Iowa State Bar Association. Each party shall pay costs of additional abstracting and/or title work due to their acts or omissions.
- 16. DEED: Upon payment of purchase price, Seller shall convey title by WARRANTY Deed(s), free and clear of liens and encumbrances, reservations, exceptions or modifications except as in this instrument otherwise expressly provided. All warranties shall extend to time of acceptance of this offer, with warranties as to acts of Seller up to time of delivery of deed. Seller to pay transfer tax.
- 17. JOINT TENANCY IN PROCEEDS AND IN SECURITY RIGHTS IN REAL ESTATE: If, and only if, the Seller(s), immediately preceding this offer, hold the title to the above described property in joint tenancy, and such joint tenancy is not later destroyed by operation of law or by acts of the Seller(s) then (1) the proceeds of this sale, and any continuing and/or recaptured rights of Seller(s) in real estate shall be and continue in Seller(s) as joint tenants with rights of survivorship and not as tenants in common; and (2) Buyer(s), in the event of the death of either Seller, agree to pay any balance of the proceeds of this sale to the surviving Seller and to accept deed from such surviving Seller.
- 18. REMEDIES OF THE PARTIES—FORFEITURE—FORECLOSURE—REAL ESTATE COMMISSION:
  - A. If the Seller(s) fails to fulfill this agreement, he/she will pay to the Broker the regular commission in full, and the Buyer shall have the right to have all payments, plus accrued interest, if any, returned or to proceed by any action or actions at law or in equity, and the Seller agrees to pay costs and attorney fees, and a receiver may be appointed.
  - B. If the Buyer fails to fulfill this agreement, the Seller may pursue forfeiture proceedings as provided in the Code of lowa, all payments made herein shall be forfeited and the earnest money deposit shall be divided equally between Seller and Agent. Any payment to Agent under this section shall not exceed commission referred to in Paragraph 6 of this agreement.
  - C. If In addition to the foregoing remedies, either party shall be entitled to any and all other remedies, or action at law or in equity, including foreclosure or specific performance, and the party at fault shall pay costs and attorney fees, and a receiver may be appointed. Either party will pay interest at the maximum legal rate on all amounts herein as and after they become delinquent.
- 19. APPROVAL OF COURT: If this property is an asset of any estate, trust or guardianship that requires court approval for sale, this contract shall be subject to Court approval. If necessary, the appropriate fiduciary shall proceed promptly and diligently to bring the matter on for hearing for Court approval. (In that event, the Court Officer's Deed shall be used.)
- 20. ALL FUNDS DEPOSITED hereunder as part payment as herein above set forth shall be held by Broker as Closing Agent, in trust pending acceptance of this offer, examination of the abstract and delivery of deed or formal contract. Buyer authorizes the company or persons financing his/her purchase to pay all funds to Broker as Closing Agent for the Seller and Seller authorizes such Agent to accept same. It is agreed that at time of settlement, funds of the purchase price may be used by Closing Agent to pay taxes, liens and other sales or purchase expenses of Seller and Buyer to comply with the above requirements; same to be handled under supervision of the Broker as Closing Agent and subject to approval of Buyer's attorney on title questions to produce merchantable title.
- 21. CONTRACT BINDING ON SUCCESSORS IN INTEREST: This contract shall apply to and bind the successors in interest of the respective parties.
- 22. TENANT: If indicated by "yes" in the following space YES , it shall be the responsibility of Seller at Seller's expense to see to the termination of all rights of existing tenants so Buyer shall have sole possession, subject to the 2024 existing Lease, and at closing Seller shall exhibit evidence satisfactory to Buyer of such termination.
- 23. CONSERVATION PROGRAM CONTRACT(S): Seller assigns all right, title and interest in any Conservation Program contract(s) for said real estate to Buyer. Seller reserves the right to receive from the Farm Service Agency and/or Natural Resource Conservation Service office their prorated share of any Conservation Program payment(s) prorated to N/A. By acceptance hereof, Buyer, their successors and assigns, assume all obligations for compliance with the terms of said Conservation Program Contract(s).
- 24. WORDS AND PHRASES herein, including any acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.
- 25. WATER/SANITARY SYSTEMS: N/A will assume all responsibilities, including costs, for compliance of all county and state regulations covering the sanitary and water systems on the property.

BUYER(S) INITIALS: DRH SH C	CU

Filed 08/09/24 Entered 08/09/24 13:47:11 Case 22-00022-als7 Doc 68 Docusign Envelope ID: CEEEB7BB-E0F9-4A1B-AB6C-D835DD00Ument Page 5 of 6

- 26. ELECTRONIC SIGNATURES on this agreement and/or faxed/scanned copies of signed agreement shall be considered
- COUNTERPARTS: If more than one person is named as a Seller and/or Buyer herein, this contract may be executed 27. by each Seller and Buyer, separately, and when so executed, such copies taken together shall be deemed to be a full and complete contract between the parties.
- SEVERABILITY: If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- IRS §1031 TAX-DEFERRED EXCHANGE:
  - Seller reserves the right to structure this transaction as a tax-deferred exchange under Internal Revenue Code §1031. Buyer shall cooperate to complete the said exchange. Seller shall be responsible for all expenses related to seller-initiated exchange.
  - (B) Buyer shall have the right to assign this Agreement without consent of the Seller, prior to closing, in order to affect a Like-Kind Section §1031 Tax-Free Exchange at no additional cost to Seller. Buyer shall be responsible for all expenses related to a buyer-initiated exchange.
- ADDENDUM: There is X is not an Addendum attached that is part of this Agreement. Said Addendum consists of --pages.
- 31. OTHER PROVISIONS:
  - Seller, at Seller's expense, to survey the property prior to closing. The Final Purchase Price will be adjusted up or down based on \$10,989.01 per acre times final net surveyed acres.
  - Buyer acknowledges there is a Cash Rent Lease in place for the 2024 crop year. Seller shall retain 100% of the 2024 cash rent. Possession to be at closing, subject to the existing lease.

**AUGUST** 

. 2024.

Offer presented this 7th day of AUGUST , 2024, and null and void if not accepted on or before AUGUST 9, 2024 @ 12:00 P.M.

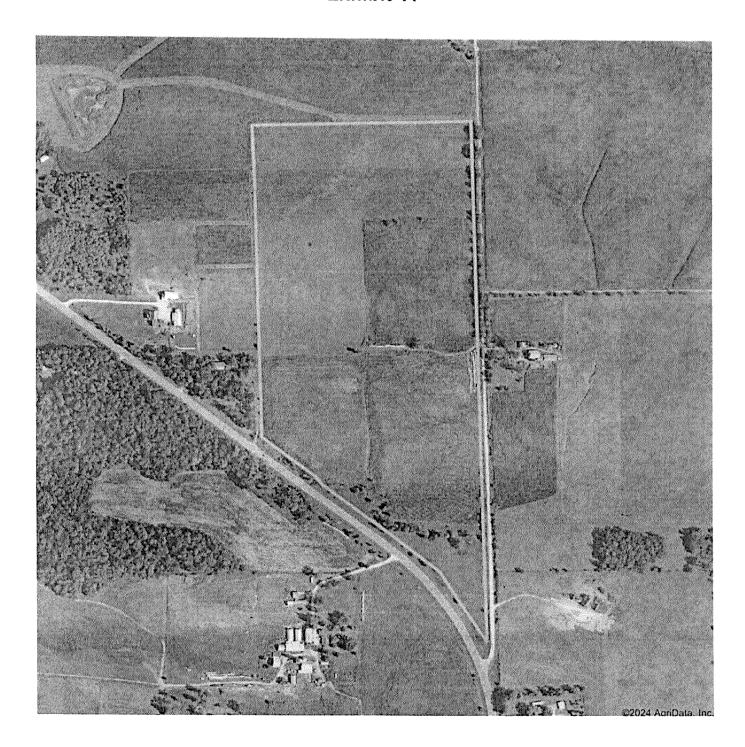
DAY OF

ACCEPTED THIS 9th

BUYER(S):		SELLER(S):	
		Delores R. Herington Life Estate	
DacuSigned by:		—DocuSigned by:	
Christopher J. Enipper	8/7/2024	Delores K. Herington	8/9/2024
By. Christopher J. Knipper	DATE	By: Delores R. Herington	DATE
~	•	Steven Herington Life Estate  DocuSigned by:	
		Steven Herington	8/9/2024
		By: Steven Herington	DATE
		Herman L. Rowley Memorial Trust	
		Ander h britte Rentel	8.2-24
		By: Charles L. Smith, Bańkruptcy Trustee Telpner Peterson Law Firm, LLP	DATE
		· · · · · · · · · · · · · · · · · · ·	

BUYER'S	BROKER:	SELLER'S	BROKER:	
Kyle J. Bell Representing Agent Name			Troy R. Louwagie Representing Agent Name	
HERTZ FA Brokerage	RM MANAGEMENT, Inc. Name	HERTZ REAL ESTATE SERVICES, Inc. Brokerage Name		
Address:	102 Palisades Road Mount Vernon, IA 52314	Address;	102 Palisades Road Mount Vernon, IA 52314	
Phone:	(563) 451-4956	Phone:	(319) 721-4068	
Email:	kyleb@hertz.ag	Email:	troyl@hertz.ag /	

### Exhibit 'A'



Page 5 of 5

THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK LEGAL ADVICE

02/2024

BUYER(S) INITIALS:

DKH

SH

CL

Case 22-00022-als7 Doc 69 Filed 08/09/24 Entered 08/09/24 13:50:07 Desc Main Document Page 1 of 6

SD IA-201 (12/09)

#### UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF IOWA

IN RE	) CHAPTER 7
	) CASE NO. 22-00022-als7
THE HERMAN L. ROWLEY	)
MEMORIAL TRUST,	) NOTICE OF INTENT TO SELL
	) PROPERTY (STUTZMAN) AND BAR
Debtor.	) DATE NOTICE 8/30/2024

The undersigned Trustee of the estate of the Debtor(s) named above, subject to objection under Federal Rules of Bankruptcy Procedure, Rules 6004(b) & 9014, will sell the following property of the estate subject to any liens of record:

The Trustee's remainderman interest in the property shown on the attached Real Estate Sales Agreement.

to the following purchaser:

Noah H. Stutzman, 2870 Highway 38, Hopkinton, IA 52237-7706

for the following consideration:

Trustee is to receive 42.374% of the net sales price pursuant to the aforesaid Real Estate Sales Agreement. Said agreement shows a gross list price of \$412,125.00 for 32.97 acres. However, the final gross purchase price will be increased or decreased based upon \$12,500.00 per acre times the final net surveyed acres of the property.

NOTICE IS HEREBY GIVEN, any objections thereto must be served on the undersigned Trustee at the address listed below; the United States Trustee at 210 Walnut Street, Room 793, Des Moines, IA 50309-2108; the Debtor; and, Debtor's counsel. Any objection must be filed with the Clerk of Bankruptcy Court at 111 Locust Street, Office 320, Des Moines, Iowa 50309 within 21 days of the date of this notice and report.

> 1s/ Charles L. Smith Clark I Link Charles L. Smith, Trustee, AT0007415 Telpner Peterson Law Firm, LLP 25 Main Place, Suite 200 Council Bluffs, IA 51503

Telephone: (712) 325-9000 Facsimile: (712) 328-1946

E-mail: csmith@telpnerlaw.com

Case 22-00022-als7 Doc 69 Filed 08/09/24 Entered 08/09/24 13:50:07 Desc Main Docusign Envelope ID: 5E17A63F-6492-405A-9DCC-C934D4Dx568rment Page 2 of 6

#### **REAL ESTATE SALES AGREEMENT**

Herington/Stutzman - 32.97 Acres, m/l - Delaware County, Iowa

_	AGENCY DI	SCLOSURE	·	
	cy disclosure must be made by the agent prior to any offer being ER and SELLER confirm that written disclosure of agency research SALES AGREEMENT.	ne see de la discontinue de la compansión de la compansió	By signing belowing of the REAL	
BUYER further acknowledges having signed and received a copy of the SELLER PROPERTY CONDITION DISCLOSURE FORM, if required. The BROKER, its agents, employees and associates are not required, however, to discover hidden defects in the property or give advice on matters outside the scope of their real estate license.				
SELLER purchase	and/or BUYER request that Broker select, prepare and co agreements, groundwater hazard statements and declaration	mplete form documents as authorized by lowa law in of value.	or rule, such as	
HE	ERTZ REAL ESTATE SERVICES, Inc. BROKER	and TROVE LOUWACE Barre		
by or a	associated with the Broker, represents the SELL	ER BUYER or BOTH SELLER AND BUY	e employed ER.	
BUYE	R(S):	SELLEDIS.		
	•	SELLER(S): Delores R. Herington Life Estate		
.1	121021	DocuSigned by:		
No	mb 1/2 State ar 8/5/24	Delones K. Herington	0/6/0004	
By: No	oah H. Stutzman DATE	By: Delores R. Herington	8/6/2024 DATE	
	/	-, colored to the migron	DATE	
		Steven Herington Life Estate  —DocuSigned by:		
		Steven Herington	8/6/2024	
		By: Steven Herington	DATE	
		Herman L. Rowley Memorial Trust	0	
		·		
		11. M. a. 2. E.	8/5/2024	
		By: Charles L. Smith, Bankruptcy Trustee	DATE	
		Telpner Peterson Law Firm, LLP	<b>5</b> , , , 5	
1. PAI	RTIFS: Delares P. Harington Life Fateta Staves L	Late of the second		
	RTIES: Delores R. Herington Life Estate, Steven F  AND Herman L. Rowley Memo	rial Trust (Seller) agrees to sell a	and nanual to	
	Noah H. Stutzman	(Seller) agrees to sell a		
	e following property situated in DelhI	Township. Delaware	County, Iowa	
containir			_ •	
That par	rt of the S% of the SE% of Section 35, Township 88 h	lorth, Range 4 West of the 5th P.M., Delaware	County, lowa,	
TAILE ME	est/southwest of State Highway 38, excepting Parc 201 Page 1220 and further excepting Parcel I in the	ALH in the SWV of the SEV according to DI	of wasserded !-	
page 15	29. Exact legal to be determined by survey and upo	lated abstract. See Exhibit 'A' details of the h	Oundary	
together	r with any easements and 100 percent of the mineral r	ights award by Seller, but subject to any assess	anda of consul	
legal de	escription as shown by the Abstract of Title.	restrictive covenants. The right is reserved to i	insert the exact	
2. TO	TAL PURCHASE PRICE SHALL BE:		\$412,125.00	
A.	Earnest Money to be deposited upon execution o	f agreement with:	\$25,000.00	
	⊠ Real Estate Trust Account of Hertz Real Estate	Services, Inc. , Closing Agent	<u> </u>	
	☐ Trust Account of N/A	, Closing Agent		
B.	Funds Due at Settlement OnDECEMBER 6, 20 Funds due at settlement shall be by bank cashier	24's check or wire transfer	\$387,125.00	
TO:	TAL PURCHASE PRICE AS NOTED ABOVE	ł .	6446 467 66	
	IS OFFER CONTINGENT UPON THE ABILITY OF BU	· · · · · · · · · · · · · · · · · · ·	\$412,125.00	
Page 1 o		IF NOT UNDERSTOOD, SEEK LEGAL ADVICE	A5 mas -	
		OHDENSTOOD, SEEK LEGAL ADVICE	02/2024	

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4	TAXES AND SPECIAL ASSESSMENTS:
''	A. Real Estate taxes shall be prorated toDATE OF CLOSING
	B. Any proration of taxes shall be based upon the taxes for the year currently payable. All subsequent taxes will be
	privation of the control.
	C. All special assessments spread on the Treasurer's book at the time of the acceptance of this offer are to be paid by
_	and a grant the grant of the state of the state of the Bild by (U6 Bilds).
Э.	EARNES I WONEY: \$25,000.00 is to be deposited as Earnest Money within 5 business days upon execution of
	The volume of the parties with the rest of the parties with the parties and the parties with the parties wit
	workey, it any, shall be deposited with the Escrow Agent. If indicated by "yes" in the following anges.
	money shall be deposited by the broker in an interest-pearing trust account and the interest earned thereon shall account
	The state of the s
	TAME ( MODORIGION OF MEMORIAL CONTINUO DE
	agree that Earnest Money held in the Hertz Real Estate Services Trust Account may be disbursed to a future-specified Closing Agent within 72 hours of scheduled settlement date, or as directed by said Closing Agent, if necessitated.
6.	BROKER'S FEE: Seller agrees to pay HERTZ REAL ESTATE SERVICES Broker, herein as follows: to pay
	AS PER LISTING AGREEMENT of the total contract sales price in cash at the closing, payable in the Broker's
	principal office.
7.	
	Control of the control of the property shall be delivered to the River
_	to present condition. Ordinary wear and tear excepted
8.	INSURANCE: Seller agrees to keep the buildings on said property increased at a second and a second agree agre
9.	
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	The agent makes no representations or warranties as to the physical or mechanical condition of the property, real or personal. Buyer accepts the property in its present condition.
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	private action one did of private actioned disposal system included on the property is any of these are leasted as the
	Francis and all complia.
	NONE.
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	5.75 Service on method outside the scope of their real estate license.

Page 2 of 5 THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK LEGAL ADVICE

BUYER(S) INITIALS: 

SELLER(S) INITIALS: 

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ON THE SECOND SEEK LEGAL ADVICE SEEK LEGAL ADVICE

ON THE SECOND SEEK LEGAL ADVICE SEEK

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Page 3 of 5	THIS IS A LEGALLY BINDING CONTR	ACT. IF NOT UNDERS	TOOD, SEEK LEG	AL ADVICE	os 02/2024
BUYER(S) INITIAL	s: <u>N.C.5</u> .	SELLER(S) INITIALS:	CCS	Drut	SH

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**AUGUST** 

2024.

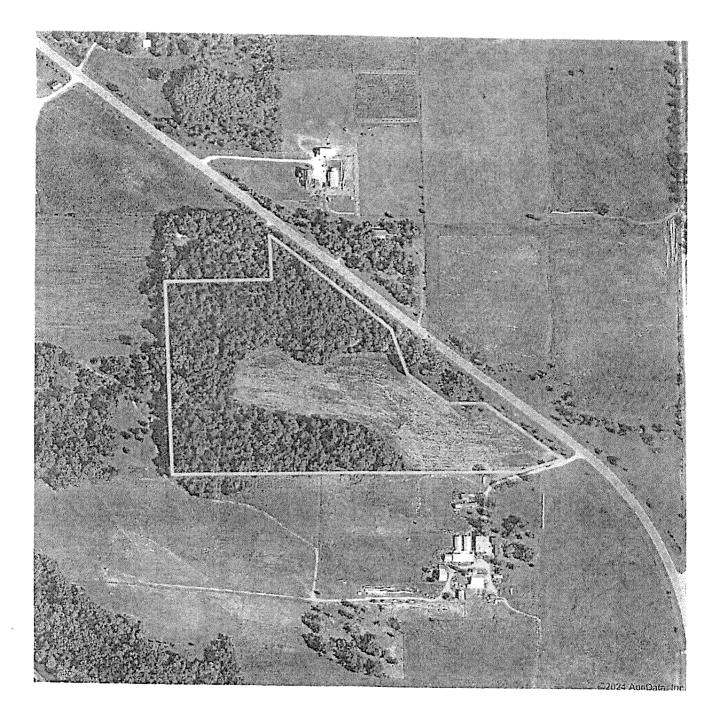
Offer presented this 5th day of AUGUST, 2024, and null and void if not accepted on or before AUGUST 6, 2024 @ 1:00 P.M.

ACCEPTED THIS 6th DAY OF

BUYER(S):	SELLER(S):	
	Delores R. Herington Life Estate	
of less of the	DocuSigned by:	
World Staymon 45/29	V Delones R. Herington	8/6/2024
By: Noah H. Stutzman DATE	By: Delores R. Herington	DATE
	Steven Herington Life Estate	
	Docu8igned by:	
	Steven Herington	
	1	8/6/2024
	By: Steven Herington	DATE
	Herman L. Rowley Memorial Trust	
	Undo I lough landa	8/5/2024
	By: Charles L. Smith, Bánkruptcy Trustee Telpner Peterson Law Firm, LLP	DATE
DIVERS DOLLAR	Sabject to Compt approval	

BUYER'S	BROKER:	SELLER'S	BROKER:
Troy R. Lo Representi	uwagie ng Agent Name	Troy R. Lo Representi	uwagie ng Agent Name
HERTZ RE Brokerage	AL ESTATE SERVICES, Inc. Name	HERTZ RE Brokerage	AL ESTATE SERVICES, Inc. Name
Address:	102 Palisades Road Mount Vernon, IA 52314	Address:	102 Palisades Road Mount Vernon, IA 52314
Phone:	(319) 721-4068	Phone:	(319) 721-4068
Email:	troyl@hertz.ag	Emall:	troyt@hertz.ag

### Exhibit 'A'



Page 5 of 5 THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK LEGAL ADVICE

DS

O2/2024

BUYER(S) INITIALS: 155 DKH

SH

#### Case 22-00022-als7 Doc 70 Filed 08/11/24 Entered 08/11/24 23:09:30 Imaged Certificate of Notice Page 1 of 14 Desc

United States Bankruptcy Court

Southern District of Iowa

In re:

##

802540198

802556434

Case No. 22-00022-als

Chapter 7

The Herman L. Rowley Memorial Trust

Debtor

#### **CERTIFICATE OF NOTICE**

District/off: 0863-4 User: auto Page 1 of 9 Date Rcvd: Aug 09, 2024 Form ID: pdf001 Total Noticed: 387

Symbol	mbols are used throughout this certificate:  Definition	1
+	Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorregulations require that automation-compatible mail display the correct ZIP.	orrect ZIP. USPS
1-1-	Addresses marked '++' were redirected to the recipient's preferred mailing address pursuant to 11 U.S.C. § 342(f)/Fed. R. Bank.	P. 2002(g)(4).
٨	Addresses marked 'A' were sent via mandatory electronic bankruptcy noticing pursuant to Fed. R. Bank, P. 9036.	
#	Addresses marked '#' were identified by the USPS National Change of Address system as requiring an update. While the notice the notice recipient was advised to update its address with the court immediately.	was still deliverable,

Addresses marked "##" were identified by the USPS National Change of Address system as undeliverable. Notices will no longer be delivered by the USPS to these addresses; therefore, they have been bypassed. The debtor's attorney or pro se debtor was advised that the specified notice was undeliverable.

Notice by first class i	mai	l was sent to the following persons/entities by the Bankruptcy Noticing Center on Aug 11, 2024:
Recip ID		Recipient Name and Address
db	+	The Herman L. Rowley Memorial Trust, c/o Neil Paulsen, 1326 200th Street, Avoca, 1A 51521-3215
cr	4.	Bertha Couser, 1642 S. G Ave. Unit 402, Nevada, IA 50201-2824
acc	+	Eric Brewer, TBB Advisors, LLP, 12245 Stratford Dr, Clive, IA 50325-8147
сг	+	Millennium Rehab & Consulting Group, Inc., c/o Dorsey & Whitney, Rebecca Brommel, 801 Grand Ave Ste 4100, Des Moines, IA 50309-8002
traty	+	Telpner Peterson Law Firm, LLP, 25 Main Place, Suite 200, Council Bluffs, IA 51503-0790
r	+	Troy R Louwagie, Hertz Real Estate Services, PO Box 50, Mt. Vernon, IA 52314-0050
802540174	+	11Tsource, 8350 Hickman Road, Ste. 14, Cilve, 1A 50325-4311
802540175	4-	AAF International, 24828 Network Place, Chicago, IL 60673-1248
802543478	+	AARP, United Healthcare Claim Division, PO Box 740819, Altanta, GA 30374-0819
802540182	4.	ADP, LLC., PO Box 842875, Boston, MA 02284-2875
802540177	+	Ability Network, Inc., 100 6th Street, Suite 900A, Minneapolis, MN 55485-0001
802543479	+	Ability Network, Inc., PO Box 740819, Minneapolis, MN 55485-0001
802540178	4.	Access Systems, PO Box 8366, Des Moines, 1A 50301-8366
802540179	+	Access Systems Leasing, PO Box 660831, Dallas, TX 75266-0831
802540180	+	Accushield, 2030 Powers Ferry Rd SE, Suite 360, Atlanta, GA 30339-5016
802543480	+	Adams, Evans & Ross, Inc, GrapeTree Medical Staffing, Inc, 3760 Sixes Rd, Ste. 126, Canton, GA 30114-8180
802540181	+	Adams, Evans & Ross, Inc, 1201 W. Peachtree Street, Ste. 2300, Allanta, GA 30309-3453
802540183	4.	Adrian Klepinger & Nancy Lyle, 1400 Illinois Street, Bedford, IA 50833-1026
802549022	+	Adrian R. Klepinger, 1400 Illinois St., Bedford, IA 50833-1026
802540184	+	Advanced Medical Transport of Iowa, 7520 Solution Center, Chicago, IL 60677-7005
802543481	+	Aetna, PO Box 981106, El Paso, TX 79998-1106
802543482		Affordable Quality Roofing & Exteriors, 163906 H Ave, Perry, 1A 50220
802540185	+	Affordable Quality Roofing & Exteriors, 16906 H Ave. Perry, IA 50220-6336
802543483	+	Align Technology, Inc., ActivLife Solutions LLC, 1124 Merrill Avenue, Wausau, WI 54401-2760
802540186	+	Align Technology, Inc., 410 N. Scottsdale Rd., Stc. 130, Tempe, AZ 85288-7094
802540188	+	Amerigroup, PO Box 933657, Atlanta, GA 31193-3657
802543484	+	Amerigroup Iowa, Inc., PO Box 7368, Columbus, GA 31908-7368
802540189	4.	Amerigroup Iowa, Inc., 4800 Westown Parkway, West Des Moines, IA 50266-6741
802540190	+	Ameritas Life Insurance Corp., PO Box 650730, Dallas, TX 75265-0730
802540192	+	Apollo Corporation, 450 Main Street, Somerset, WI 54025-9633
802540193	+	Ascent Management, LLC., 9030 162nd Lance NW, Ramsey, MN 55303-3400
802540194	+	Attica Lodge 11502, 417 Evans Street, P.O. Box 338, Sloan, IA 51055-0338
802540208	+	BTX lowa, Inc., 1065 Executive Parkway Dr., Suite 220, St. Louis, MO 63141-6367
802540195	+	Bellevue Mason Lodge 1151 - John Pitlo, PO Box 26, Bellevue, IA 52031-0026
802540196		Ben Vannatta, c/o Teresa Mowrer, 2595 262nd Lane, Guthrie Center, IA 50115-8875
802540197		BerganKDV, PO Box 2100, Waterloo, IA 50704-2100
802543485		BerganKDV, PO Box 735484, Dallas, TX 75373-5484

+ Bergkamp Hemphill McClure PC, 218 S. 9th Street, Adel, 1A 50003-1733

+ Bertha JoAnn Couser, 1642 S. G Ave. Unit 402. Nevada, 1A 50201-2824



District/off: 0863-4

802540267

User: auto Page 2 of 9 Date Rcvd: Aug 09, 2024 Form ID: pdf001 Total Noticed: 387 802540199 + Beverly Whiton, c/o Lori Whiton Drummon, 5117 Karen Drive, Panora, IA 50216-8747 802540200 + Bill Humencuk, 8624 West 116th Street, Overland Park, KS 66210-2828 802540201 + Bill Kooistra, 3125 Riverside Drive NE, Cedar Rapids, IA 52411-7438 802540202 + Bradshaw Fowler Proctor & Fairgrave, 801 Grand Avenue, Ste. 3700, Des Moines, IA 50309-2727 802540204 + Brian Johnson, 32924 - 240th Street, Glidden, IA 51443-8747 802540206 + Brooke Trent, Trent Law Firm, PLLC, 3429 Midway Drive, Cedar Falls, IA 50613-6056 802540207 + Brooks Lodden P.C., 1441 - 29th Street, Ste. 305, West Des Moines, IA 50266-1309 802540209 + BulbGuy Lighting, PO Box 65155, West Des Moines, IA 50265-0155 C & N Development, Inc., 7050 NW 14th Street, Ankeny, 1A 50023 802540210 802540216 + CBS Staffing, LLC., 7517 Douglas Ave, Ste. 17, Urbandale, IA 50322-3075 + CED Des Moines, PO Box 310654, Des Moines, IA 50331-0654 802543488 802540225 + CHI National Homecare, 1700 Edison Drive, Ste. 300, Milford, OH 45150-2729 802540211 + Caitlin-Morgan Insurance Services, 5875 Castle Creek Pkwy N. Dr., Ste. 215, Indianapolis, IN 46250-4381 + Camblin Mechanical, INc., 714 West 7th Street, PO Box 520, Atlantic, IA 50022-0520 802540212 802540214 + Card Services, PO Box 875852, Kansas City, MO 64187-5852 802540215 + CareerStaff Unlimited, 6333 North State HWY 161, Ste. 100, Irving, TX 75038-2217 802543487 + CareerStaff Unlimited, Harborside Rehabilitation Ltd Partnershi, PO Box 301076, Dallas, TX 75303-1076 802540218 + Centers for Medicare & Medicaid Recovery, P.O. Box 138832, Oklahoma City, OK 73113-8832 802540219 + Centers for Medicare & Medicaid Services, Mail Stop C3-11-03, PO Box 7520, Baltimore, MD 21207-0520 802540220 + Central Iowa Distributing, INc., 19 South 21st Street, PO Box 891, Fort Dodge, IA 50501-0891 802540221 + Central Iowa Foot Clinic PC, 2718 Willis Avenue, Perry, 1A 50220-2346 802543489 + Century Laundry Distrib., Inc., PO Box 5818, Cedar Rapids, IA 52406-5818 802540222 + Century Laundry Distrib., Inc., c/o Richard T Avis., 8755 West Higginds Road, Ste. 610, Chicago, IL 60631-2751 802540224 + Chas E. Goering, 3710 SE Capital Circle, Ste. B, Grimes, IA 50111-5046 802540226 + Chuy's Auto Service, LLC., 1525 W 2nd Street, Perry, IA 50220-1452 802540227 + City of Perry, PO Box 545, Perry, IA 50220-0545 802540228 + Clint Frey, Clint's LawnCare, 13211 Y Avenue, Madrid, IA 50156-5539 802540229 + CobraHelp, 1620 High Street, Denver, CO 80218-1304 802540230 + Collins Living Trust, 2500 Grant Street, Bettendorf, IA 52722-5092 802540232 + Connett Services LLC., 101 E Sheridan Avenue, Des Moines, IA 50313-4948 802540233 + Continental Fire Sprinkler, PO Box 30036, Omaha, NE 68103-1136 802543490 + Continental Fire Sprinkler, 4518 South 133rd Street, Omaha, NE 68137-1141 802540235 + Crescent Electric Supply Co, PO Box 500, East Dubuque, IL 61025-4418 + Cyber Advisors, Inc., 7550 Meridian Circle N, Maple Grove, MN 55369-4930 802540236 802551146 + DFAS-DGG-CO, 1240 East 9th Street, Room 1479, Cleveland, OH 44199-9904 802540262 + DJ Services LLC, 2460 - 337th Street, Perry, IA 50220-8500 802540237 + Dale Luckinbill, 204 Cartwright Street, PO Box 38, Rippey, IA 50235-0038 802540238 + Dallas County Hospital, 610 Tenth Street, Perry, IA 50220-2249 802540239 + Dallas County Treasurer, Mitch Hambleton, 801 Court Street, Room 201, Adel, IA 50003-1476 David Nolte, 1375 - 120th Street, Durant, IA 52205 802540241 802540244 + Delbert Jackson, 2000 Jackson Park Drive, Bellevue, IA 52031-9154 802540245 + Delbert Jackson or Delbert Jackson HJT, 2000 Jackson Park Drive, Bellevue, IA 52031-9154 802540246 + Delbert Jackson or Gerald Jackson, 2000 Jackson Park Drive, Bellevue, IA 52031-9154 802540247 + Delbert Jackson or Lynn Banks, 2000 Jackson Park Drive, Bellevue, IA 52031-9154 + Delbert Jackson or Patrick Wood, 2000 Jackson Park Drive, Bellevue, IA 52031-9154 802540248 + Delbert Jackson or Roger Jackson, 2000 Jackson Park Drive, Bellevue, IA 52031-9154 802540249 802540250 + Delbert Jackson or Sherri Jackson-Grant, 2000 Jackson Park Drive, Bellevue, IA 52031-9154 802540251 + Delores M Weston, 5300 South Main St Apt 29, Cedar Falls, IA 50613-7426 802540252 + Deluxe, PO Box 4656, Carol Stream, IL 60197-4656 802540254 + Dennis Ulrich, 2121 Terrace Avenue, Rippey, IA 50235-7016 802543492 + Department of Criminal Investigations, DCI Special Operations Bureau - 1st Fl., 215 East 7th Street, Des Moines, IA 50319-1902 802540255 + Des Moines Area Community College, Account Receivable, 2006 S. Ankeny Blvd, Ankeny, IA 50023-8995 802540256 + Des Moines Orthopaedic Surgeons, 6001 Westown Parkway, West Des Moines, IA 50266-7719 802540257 + Diagnostic Imaging Associates, PO Box 14549, Des Moines, IA 50306-3549 802540258 + Diamond Oil Company, PO Box 955, Des Moines, IA 50304-0955 802540259 + Dick and Jo Couser, 1642 S G Avenue, Apt. 402, Nevada, IA 50201-2824 802540261 + Disabled American Veterans, 210 Walnut Street, #566, Des Moines, 1A 50309-2114 + Disabled American Veterans, PO Box 295, Cedar Falls, IA 50613-0018 802543493 802540263 Dolly's Transport, 604 Clay Street, Cedar Falls, IA 50613-2904 802540264 + Dorsey & Whitney LLP, PO Box 1680, Minneapolis, MN 55480-1680 802540265 + Doug & Mary Bruce, 1869 Glen Oaks Drive, West Des Moines, IA 50266-6608 802540266

+ Dress Co, 609 N. Carroll Street, PO Box 585, Carroll, IA 51401-0585

+ Earl & Cynthia Spencer, 220 North Oak Street, Janesville, IA 50647-1006

User: auto Page 3 of 9 Date Rcvd: Aug 09, 2024 Form ID: pdf001 Total Noticed: 387 802540268 + Earl Walker, Maurice Jules, PO Box 391, Webster City, IA 50595-0391 802543495 + Ecolab Pest Elimination Division, 7373 Kirkwood Court, Ste. 200, Maple Grove, MN 55369-5264 802540270 + Elite Electric & Utility Contractors, 1403 Sugar Grove Avenue, Dallas Center, IA 50063-2028 802540272 + Encompass Group LLC, 615 Macon Street, McDonough, GA 30253-3531 802543496 + Encompass Group LLC, Dept. 40254, PO Box 740209, Atlanta, GA 30374-0209 802540273 Equity Lodge No. 131, PO Box 265, Janesville, IA 50647-0265 802540274 + Eric Morman, Gunther's Snowremoval & Lawncare, 2365 D Avenue, Perry, 1A 50220-7565 802540275 + Eric Oberg, 2022 44th Street, Des Moines, 1A 50310-3009 802540276 + Estate of Ann Lundy, c/o Kelli Lundy, 734 Alkatraz Avenue, #4, Oakland, CA 94609-1043 + Estate of Arthur Shoesmith, c/o SHirley Shoesmith, 1413 Highview Drive, Perry, 1A 50220-2309 802540277 802540278 + Estate of Bertha Hanselman, c/o Doug Hanselman, 2013 NW Pleasant Street, Ankeny, 1A 50023-8918 802540279 + Estate of Delores Holcomb, c.o Debra Van Gundy, 1212 31st Street, Perry, IA 50220-2365 802540280 + Estate of Doris Pantier, c/o Mike Lientz, 17650 J Avenue, Perry, IA 50220-6374 802540281 + Estate of Jay Lindahl, c/o Galligan Law PC, 300 Walnut St, Suite 5, Des Moines, IA 50309-2233 802540282 + Estate of Jon Peters, c/o Larry Meachum, 1813 Estella, Perry, IA 50220-2234 802540283 + Estate of Karen Ruggle, c/o Donald Ruggle, 2640 Willis Avenue, Perry, IA 50220-2344 802540284 + Estate of Kathern Purser, c/o Larry Smidt, 1308 Grove Street, Adel, IA 50003-1023 802540285 + Estate of Phillip Sloan, c/o Chad Sloan, 201 S. Cedar Street, Jefferson, IA 50129-2209 802540286 + Estate of Polly Taylor, c/o Kevin Taylor, 1116 North 25th Street, Council Bluffs, IA 51501-0883 802540288 + Evan Harkin, 14835 95th Street, Otsego, MN 55330-7156 + Everette Carroll, 1416 - 400th Street, Avoca, IA 51521-3102 802540289 802543497 + EveryStep Hospice, 3000 Eastern Blvd., Des Moines, IA 50317-3124 802540291 + Fareway Stores, Inc., 1315 Willis Avenue, Perry, 1A 50220-1653 + Fessler Carbonic Gas, 2012 East Ovid, Des Moines, IA 50313-4743 802540292 802540293 + Finneseth, Dalen & Powell, P.L.C., 1401 Willis Avenue, PO Box 487, Perry, IA 50220-0487 802540294 + First National Bank, PO Box 846, Ames, IA 50010-0846 802540295 Flowers by Donna Jean, 215 South Main Street, Woodward, IA 50276 802540296 + Fred & Mary Peterson, 21593 141st Street, Perry, IA 50220-6009 802540306 + GRP & Associates, Inc., PO Box 94, Clear Lake, IA 50428-0094 802540297 + GateHouse Media, 175 Sully's Trail, Pittsford, NY 14534-4560 802543499 + GateHouse Media, DB Iowa Holdings, PO Box 32029, Lakeland, FL 33802-2029 802551145 + General Counsel, Dept. of Health and Human Services, 200 Independence Avenue SW, Washington, DC 20201-0007 802540298 + Gerald R Monk (Eloise L. Monk, Dec'd.), 4330 Snowgoose Dr., Marion, IA 52302-6281 802543500 + Goodwin Tucker Group, PO Box 3285, Des Moines, 1A 50316-0285 802540303 + Grand Lodge of Iowa, PO Box 279, Cedar Rapids, IA 52406-0279 802543501 + Grand Lodge of Iowa, A.F. & A.M., 813 1st Avenue SE, Cedar Rapids, IA 52402-5001 802540307 + Guy Posey, 2800 Summit, Sioux City, IA 51104-3743 802540308 + H. Darrell Hibbs, 2420 Pine Circle, Urbandale, IA 50322-4404 802551826 + H. Darrell Hibbs & Jean A. Hibbs, 2420 Pine Circle, Urbandale, IA 50322-4404 802543502 + Handicare USA, Inc., PO Box 360660, Pittsburgh, PA 15251-6600 + Handicare USA, Inc., 10888 Metro Court, St. Louis, MO 63043-2413 802540309 802543503 + Harland Ace Hardware, 1305 141st Street, Perry, IA 50220-8128 802540311 + Health Care Information Systems, 450 Regency Parkway, Ste. 100, Omaha, NE 68114-3764 802540313 + Health Dimensions Group, 12900 Whitewater Drive, Suite 201, Minneapolis, MN 55343-9407 802540312 + Health Dimensions Group, 12900 Whitewater Drive, Ste. 201, Minnestonka, MN 55343-9407 802540314 + Hebron Lodge 11374 c/o Ken Irvine, 552 Williams Creek Road, Postville, IA 52162-8509 802540315 + Heritage Company, PO Box 639590, Cincinnati, OH 45263-9590 802540316 Hiland Dairy, PO Box 801515, Kansas City, MO 64180-1515 + Hoodz of Central Iowa, 5327 NW 2nd Avenue, Des Moines, IA 50313-1707 802540319 802540320 + Hulgan, 801 1st Street, Perry, 1A 50220-1702 802540321 + HyVee, Attn: Accounts Receivavle, 5820 Westown Parkway, West Des Moines, IA 50266-8223 802540322 + ILTCRMA, c/o Iowa State Bank, Attn: Trust Department, 2301 128th Street, Urbandale, IA 50323-1818 ++ IOWA DEPARTMENT OF REVENUE, ATTN BANKRUPTCY UNIT, PO BOX 10471, DES MOINES IA 50306-0471 address filed 802540328 with court:, Iowa Department of Revenue, PO Box 10413, Des Moines, IA 50319 802540325 #+ lowa Board of Pharmacy, 400 SW 8th Street, Ste. E, Des Moines, IA 50309-4633 802540326 + Iowa Central Community College, One Triton Circle, Fort Dodge, IA 50501-5798 802540327 Iowa Department of Human Services, Estate Recovery Program, PO Box 364445, Des Moines, IA 50315 802543505 + Iowa Department of Labor, 150 Des Moines Street, Des Moines, IA 50309-1836 802540330 + Iowa Diagnostic Imaging, PO Box 958372, Saint Louis, MO 63195-8372 802540331 + Iowa Division of Labor Services, Boiler Safety Section, 1000 East Grand Avenue, Des Moines, IA 50319-1007 + Iowa Health Care Association, 1775 90th Street, West Des Moines, IA 50266-1563 802540333

+ Iowa Insurance Division, Attn: Karen Pfab, Two Ruan Center, 601 Locust Street, 4th Floor, Des Moines, IA 50309-3711

+ Iowa Heart Center, PO Box 9170, Des Moines, IA 50306-9170

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District/off: 0863-4 User: auto Page 4 of 9 Date Rcvd: Aug 09, 2024 Form ID: pdf001 Total Noticed: 387 802543506 + Iowa Insurance Division, 1963 Bell Avenue, #100, Des Moines, IA 50315-1011 802540336 + Iowa Medicaid Enterprise, PO Box 310280, Des Moines, IA 50331-0280 802540337 + Iowa Orthopedic Center PC, 450 Laurel Street, Des Moines, IA 50314-3084 802540338 + Iowa Total Care, 1080 Jordan Creek Parkway, West Des Moines IA 50266-6014 802543507 + Iowa Total Care, PO Box 958092, St. Louis, MO 63195-8092 802540365 + JRX Pharmacy Services, 2404 Avenue L, Fort Madison, IA 52627-3933 802540339 Jack Schoup, 10211 Avenue, Reinbeck, IA 50669 802543509 + Jack Schoup, 1021 I Avenue, Reinbeck, IA 50669-9650 802540340 + James & Susan Converse, 1519 Johnson Street, Ames, IA 50010-4439 + James Blattner, 3675 Massey Road, Everson, WA 98247-9552 802573931 802540341 + James Dearduf, 1355 NW 105th Street, Clive, IA 50325-6659 802547719 James E. Dearduff, 1355 NW 105th Street, Clive, IA 50325-6659 802556529 + James M Blattner, 3675 Massey Road, Everson, WA 98247-9552 802540342 + Janet Snell, 2943 Walnut Trail, Stuart, IA 50250-8530 802540343 Jansen Plumbing LLC, 225 E. Avenue, Perry, IA 50220 802543510 + Jansen Plumbing LLC, 2225 E. Avenue, Perry, IA 50220-7572 802546279 + Jaspering Electric Inc., 2716 SE 5th Street Suite 2, Ames, IA 50010-7713 802540344 + Jaspering Electric, Inc., 2716 SE 5th Street, Unit 2, Ames, IA 50010-7713 802540345 + Javiers Construction, 15591 141st Street, Perry, IA 50220-6202 802540346 + Jay Hennings, 1811 W 38th Place, Davenport, IA 52806-5416 802540348 + Jeffrey Fessler, 820 4th Street, Perry, IA 50220-1726 802540350 + Jerry & Sharon Leazer, 2056 Fir Avenue, Batavia, IA 52533-7644 + Jesseca Perez, 307 7th Street, Perry, 1A 50220-1881 802540351 802540353 + Joan Jamison, 433 SW Franklin Drive, Ankeny, IA 50023-2703 802540354 Joe Pomplun, 805 South Court, Omaha, NE 68118 802540355 + Johannus Pitlo, 30078 395th Avenue, Bellevue, IA 52031-9645 802540356 + John & Carol White, 2717 - 248th Street, Oskaloosa, 1A 52577-9677 802540357 + John & Susan Peters, 920 Diagonal Road, Perry, IA 50220-8119 802540358 + John Blattner, 4713 Panorama Drive, Panora, IA 50216-8632 802540359 + John Leefers, 451 Wilder Drive, Cedar Rapids, IA 52403-3235 802540360 + John Powell, 16659 - 141st Street, Perry, IA 50220-6206 802556379 + John W Blattner, 4713 Panorama Drive, Panora, IA 50216-8632 802555797 + John and Vivian Pitlo, 30078 395th Ave., Bellevue, IA 52031-9645 802540361 + Johnson, Kramer, Mulholland, Cochrane &, Cochrane P.L.C., 809 Central Avenue, Stc. 600, Fort Dodge, 1A 50501-3937 802540363 + Jose S. Gonzalez, Lorenzo's Carpet Cleaning, 1524 North Street, Perry, 1A 50220-1235 802540364 + Joy Doud, 1307 Rittenhouse Street, Des Moines, IA 50315-6531 802540367 + K & R Consulting Group, Inc., 8711 Windsor Parkway, Ste. 1, Johnston, IA 50131-2296 + KDLS/KKRF/KGRA Radio, Raccoon Valley Radio, 22562 141st Drive, Perry, 1A 50220-6006 802540368 + Keith Wells, 1020 13th Street, Boone, IA 50036-2127 802540370 802540371 #+ Kent Naughton, 202 Ken Maril Road, Ames, IA 50010-8556 802540372 Kilwinning Lodge 11198 c/o Jerry Leazer, 2056 Fir Avenue, Batavia, IA 52533-7644 802543512 Kindred at Home, PO Box 4060, Mooresville, NC 28117-4060 802540374 + Kindred at Home, 3350 Riverwood Parkway, Ste. 1400, Atlanta, GA 30339-3314 Kronos, PO Box 744724, Atlanta, GA 30374-4724 802543513 802540375 + Kronos, 2000 Ultimate Way, Weston, FL 33326-3643 802553917 Kronos, Inc., c/o Catherine R Choe, Esq., 420 South Orange Avenue, Suite 1200, Orlando, FL 32801-4904 802540376 + Kurt Brown, 5520 - 410th Street, Primgar, IA 51245-7545 802540377 + Larry Dutton, 1221 W. Woodbine Drive, Dunlap, IA 61525-9518 802556308 + Laura DAngelo, 601 E. 12th Street, Suite N1800, Kansas City, MO 64106-2818 802540380 + Lee Agency, 200 Ford Avenue, Mescatine, IA 52761-5660 802540381 + Lenny Hudson, 6745 SE 55th Court, Box 152, Carlisle, IA 50047-9798 802540382 + Linda Herman PC, PO Box 705, Ankeny, IA 50021-0705 802540386 + Lorenzo's Carpet Cleaning, 1524 North Street, Perry, IA 50220-1235 802543517 ++ MEDLINE INDUSTRIES INC, ATTN ANNE KISHA, ONE MEDLINE PL, MUNDELEIN IL 60060-4486 address filed with court:, Medline Industries, Inc., Dept CH 14400, Palatine, IL 60055 802540387 + Management and Network Services, 6500 Emerald Parkway, Suite 310, Dublin, OH 43016-7460 802543515 + Management and Network Services, PO Box 73996, Cleveland, OH 44193-0002 802540389 + Mark & Chris Huston, 1825 130th Street, Wellman, IA 52356-9661 802540391 + Martina Olson, 755 SE Gateway Drive, #304, Grimes, IA 50111-3312 802540392 Marvin Condra, 11230 Hwy 5, Unionville, MO 63565-3012 802540393 + Marvin Condra or Jaynee Morehead, 11230 Hwy 5, Unionville, MO 63565-3012 802540395 Mary Moore, 3856 Oakwood Place, Riverside, CA 92506-1877 802553580 Matthew D Piersall, 3716 First Ave NE, Cedar Rapids, IA 52402-6106

Imaged Certificate of Notice Page 5 of 14 District/off: 0863-4 User: auto Page 5 of 9 Date Rcvd: Aug 09, 2024 Form ID: pdf001 Total Noticed: 387 802540396 + McDonald Hopkins LLC, 600 Superior Avenue E, Ste. 2100, Cleveland, OH 44114-2653 + McGrath North, Attn: Accounts Receivable, 1601 Dodge Street, Stc. 3700, Omaha, NE 68102-1627 802540397 802540398 McKesson Medical-Surgical, 9954 Maryland Drive, Richmond, VA 23233 802543516 + McKesson Medical-Surgical, Minnesota Supply, Inc, PO Box 630693, Cincinnati, OH 45263-0693 802540401 + MedTech, 565 S. Mason Road, Ste. 484, Katy, TX 77450-2437 802540399 + Medical Oncology and Hematology, PO Box 8219, Des Moines, IA 50301-8219 802551144 Medicare, 7500 Security Blvd, Baltimore, MD 21244-1849 802540400 Medline Industries, Inc., 3 Lakes Drive, Northfield, IL 60093-2753 802540403 + MercyOne Des Moines Medical Center, Financial Operations, 1111 6th Avenue, Des Moines, IA 50314-2610 802540404 + Merle Edinborough, 820 18th Street, Apt. 3A, Perry, IA 50220-2433 802540405 + Metro Geriatric Services, 13435 University Avenue, Ste. 500, Clive, IA 50325-8251 802543518 + Michael Saville, c/o Iowa Veterans Home, 1301 Summit Street, Marshalltown, IA 50158-5484 + Michael Tetmeyer, 10140 Woodburn Place, Bradenton, FL 34202-1748 802540406 802540408 + Midwest Alarm Services, PO Box 4511, Davenport, IA 52808-4511 + Millennium Rehab & Consulting, Inc., 4725 Merle Hay Road, Ste. 207, Des Moines, IA 50322-1983 802540410 802540411 + Minburn Communications, PO Box 206, 416 Chestnut Street, Minburn, IA 50167-1003 + Moblie Noble of Za Ga Zig Shrine, Hugh Wooldridge, 3415 Scenic Vista Drive, West Des Moines, IA 50265-7737 802540412 802540413 + Motion Picture Licensing Corporation, 5455 S Centineal Ave, Los Angeles, CA 90066-6942 802543519 + Motion Picture Licensing Corporation, PO Box 80144, City of Industry, CA 91716-8144 802540414 + Motor Parts Warehouse, Inc., 823 First Avenue, Perry, IA 50220-1702 802540415 + Motorola Solutions, Inc., 13108 Collections Center Drive, Chicago, IL 60693-0001 802540424 NRC Health, PO Box 30094, Omaha, NE 68103-1194 802540417 + Nationwide, PO Box 10479, Des Moines, IA 50306-0479 802543520 + Neil Paulsen, Echo Electric Supply, 4325 Gifford Road, Council Bluffs, IA 51501-8241 802540418 + Network Services Company, 29060 Network Place, Chicago, IL 60673-1290 802556436 + Nevada Lodge #99, c/o Joe Wakeman, Secretary, 63101 295th Street, Nevada, IA 50201-7550 802540419 Nevada Lodge 1199, 1003 6th Street, Nevada, IA 50201 802540420 + No Lawn Left Behind, LLC., 12813 K Drive, Perry, IA 50220-6072 802540421 Norine Huitt, 5019 153rd St, Urbandale, IA 50323-1226 802540422 + Norman Simons, 433 West Jensen Street, Newell, IA 50568-5042 802540423 + Northwest Respiratory Services, LLC, NW-7459, PO Box 1450, Minneapolis, MN 55485-1450 802540425 + NuCara Home Medical, 1801 2nd Avenue, Des Moines, IA 50314-3606 802540426 + Nursefinders LLC, PO Box 910738, Dallas, TX 75391-0738 + Nyemaster Goode, PC., c/o Frank Harty, 700 Walnut Street, Ste. 1600, Des Moines, IA 50309-3800 802540427 802540428 + Old Republic Surety Group, PO Box 1635, Milwaukee, IA 53201-1635 802540429 + Otley Lodge - Dick Lowe, 2301 Evelyn Street, Perry, IA 50220-2218 802540430 + Paradigm Benefits, 218 1st Street SW, Ste. A, Clarion, 1A 50525-1479 802540431 + Pathology Laboratory, PO Box 569, Des Moines, IA 50302-0569 802540433 + Per Mar Security Services, PO Box 1101, Davenport, IA 52805-1101 802540434 + Performance Health Supply, Inc., PO Box 93040, Chicago, IL 60673-3040 802540435 + Perry Area Chamber of Commerce, 1124 Willis Avenue, Ste. A, Perry, IA 50220-1650 Perry Baker, 55260 Coachlight Drive, West Des Moines, IA 50266 802540436 802540437 + Perry Chief, PO Box 650688, Dallas, TX 75265-0688 802540438 + Perry Lutheran Home, 1300 28th Street, Perry, IA 50220-2329 802540439 + Perry Waterworks, 1101 W. 3rd Street, PO Box 604, Perry, IA 50220-0604 802540440 + Peters Service Center, 98 Willis Avenue, Perry, IA 50220-1094 802556776 + Pioneer Lodge # 22 ΛF & ΛM, 3706 East 38th Court, Des Moines, 1Λ 50317-5824 802555670 Pioneer Lodge # 22 AM & FM, Cleon C Babcock, 3706 East 38th Court, Des Moines, Iowa 50317-5824, , 802540441 + Pioneer Lodge - Cleon Babcock, 3706 East 38th Court, Des Moines, IA 50317-5824 802540442 + Pioneer Lodge No. 22, 3843 6th Avenue, Des Moines, 1A 50313-3426 + Pitney Bowes, Inc., PO Box 371896, Pittsburgh, PA 15250-7896 802540444 802540445 + PlumbMaster, Inc., PO Box 117187, Atlanta, GA 30368-7187 802540446 + PointClickCare Technologies, Inc., PO Box 674802, Detroit, MI 48267-4802 802540447 + Prairie Pella, Inc., PO Box 71667, Des Moines, IA 50325-0667 802540448 + Prime Time Healthcare LLC, PO Box 3544, Omaha. NE 68103-0544 802540451 + Providence Engraving, LLC., 11 E. Orange Street, Tarpon Springs, FL 34689-3439 802540452 + Providers Plus, 1518 N. 51st Street, Omaha, NE 68104-5009 + Quick Oil, Co., 104 Willis Avenue, Perry, IA 50220-1086 802540453 802540454 + Randall & Jeanna Weber, 990 N. Riverview, PO Box 32, Bellevue, IA 52031-0032 + Rebecca Haymond, c/o Mitzi Berkland, 2273 Elmwood Avenue, Winterset, IA 50273-8419 802540455

+ Rebecca J. Idso, RDLD, 2223 NW 135th Street, Clive, IA 50325-8524

+ Riece Graham, 1206 16th Street, Perry, 1A 50220-2333

+ Rith Blattner, 3012 Willis #312, Perry, IA 50220-2327

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District/off: 0863-4 User: auto Page 6 of 9 Date Rcvd: Aug 09, 2024 Form ID: pdf001 Total Noticed: 387 802540460 + Robert & Marilyn Kremer, 2909 Woodland #1107, Des Moines, 1A 50312-3833 802540461 + Robert Allen, 1730 Coolidge Drive, Ames, IA 50010-5133 802540462 + Robert Pedrick, PO Box 513, Keosauqua, IA 52565-0513 802540463 + Roger & Rebecca Mick, 2930 Jerico Avenue, Bedford, IA 50833-8076 802543521 + Roger McCandless, 20543 - 105th Street, Whiting, IA 51063-8781 802540464 Roger McCandless, 2543 N Street, Whiting, IA 51063 802540465 Roger Sealock, 112 W. Ferndale, Council Bluffs, IA 51503-4881 802540467 Roy Kokemuller, 2227 J Avenue, Woodward, IA 50276-8126 802540468 Royal Arch Masons - Derwood Keith, now Rusty Hill, PGC, 1937 Deer Avenue, Perry, IA 50220-7567 802540469 Russell Herder, Inc., 275 Market Street, Ste. 319, Minneapolis, MN 55405-1619 802540470 + Russell's Trophies & Engraving, Inc., 8515 Douglas Avenue, Ste. 31, Urbandale, IA 50322-2924 802540471 Ruth Beiner, 878 Fox Run Road, Dike, IA 50624 802540472 + Ruth H. Blattner, 3012 Willis #312, Perry, IA 50220-2327 802540473 + Sandy Clipperton, 2039 Hwy 141, Bayard, IA 50029-8502 802540474 + Scottish Rite c/o Iowa State Bank, 2301 - 128th Street, Urbandale, IA 50323-1818 802540476 + Secure Shred Solutions LLC, 1187 E. Anthony Street, PO Box 1072, Carroll, IA 51401-1072 802540478 + Sharry Cannon, 417 Warford Street, Perry, IA 50220-1050 802540479 + Shopko Stores Operating Co., LLC., PO Box 8461, Carol Stream, IL 60197-8461 802540480 + Signature Healthcare, LLC, 14225 University Avenue, Ste. 130, Waukee, IA 50263-8294 802540481 + SmartRecruiters, Inc., PO Box 8362, Pasadena, CA 91109-8362 802540482 + Source Medical Staffing LLC, PO Box 540931, Omaha, NE 68154-8931 802540484 + Stine Seed, 22555 Laredo Trial, Adel, IA 50003-8310 802540485 + Storey Kenworthy Matt Parott, 309 Locust Street, Des Moines, IA 50309-1723 802540486 + Sunrise Machine & Tool, SMT Health Systems, 1380 Legion Road, Detriot Lakes, MN 56501-4314 802543522 Swift Medical, Inc., 243 Queen Street West, Ste. 200, Toronto, ON, M5V 1A4 802540488 + Synergy Fire & Safety, 4338 Hubbell Avenue, Des Moines, IA 50317-4652 + Tech of Ages, LLC, 5307 Caraway Lane, Cedar Falls, IA 50613-8172 802540489 802540490 + Temple Commandery 4 Des Moines, York Rite Bodies, c/o Iowa State Bank, 2301 128th Street, Urbandale, IA 50323-1818 + The Attica Lodge No. 502, A.F. & A.M., P.O. Box 338, Sloan, IA 51055-0338 802556953 802540491 + The Cincinnati Life Insurance Co., PO Box 631205, Cincinnati, OH 45263-1205 802540492 + The Des Moines Register, 400 Locust Street, Ste. 500, Des Moines, IA 50309-3771 802543524 + The Des Moines Register, PO Box 3249, Milwaukee, WI 53201-3249 802543525 + The Iowa Clinic, 6800 Lake Drive, Ste. 250, West Des Moines, IA 50266-2504 802540493 + The Iowa Clinic, 5950 University Ave., West Des Moines, IA 50266-8233 802540494 + The Perry News, PO Box 382, Perry, IA 50220-0382 + The Sherwin Williams Co, 2570 E. 1st Street, Grimes, IA 50111-7610 802540495 802540496 The Ultimate Software Group, Inc., PO Box 930953, Atlanta, GA 31193-0953 802540499 + Total Nurses Network, 4948 Pleasant Street, West Des Moines, IA 50266-1783 802543526 + Total Nurses Network, 7026 West North Avenue, Ste. 2W, Chicago, IL 60707-4337 802540500 + Treasurer, Dallas County, Mitch Hambleton, 918 Court Street, Ste. A, Adel, IA 50003-1448 802540501 + Two Rivers Glass & Door, Inc., 121 S. 11th Street, Ste. 200, West Des Moines, IA 50265-4465 802540502 Tyrell Lodge No. 116, Ancient Free & Accepted Masons, 201 3rd Street SE, PO Box 820, Waverly, IA 50677-0820 802556777 Tyrrell Lodge #116 Ancient Free & Accepted Masons, 201 3rd Street SE, PO Box 820, Waverly, IA 50677-0820 802551143 + U.S. Attorney's Office (HHS), 110 East Court Avenue, Suite 286, Des Moines, IA 50309-2044 802543527 + U.S. Attorneys Office (DOL), 110 East Court Avenue, Suite 286, Des Moines, IA 50309-2044 802540503 + U.S. Bank, Attn: Kevin Mathieu, 1 Federal Street, Boston, MA 02110-2027 802556309 + U.S. DHHS Centers for Medicare & Medicaid Services, PO Box 7520, Baltimore, MD 21207-0520 802543528 + U.S. Department of Labor, Office of Solicitor, 2300 Main Street, Suite 1020, Kansas City, MO 64108-2451 802543529 + UKG Inc., 2000 Ultimate Way, Weston, FL 33326-3643 + US Postal Service, Postmaster, 1420 2nd Street, Perry, IA 50220-9998 802540509 802540505 + United Commerical Upholstery, PO Box 126, New Ulm, MN 56073-0126 802540506 + United Healthcare, PO Box 5220, Kingston, NY 12402-5220 802543530 + UnityPoint at Home, PO Box 35428, Des Moines, IA 50315-0304 802540508 + UnityPoint at Home, 11333 NW Aurora Ave, Urbandale, IA 50322-7908 802540510 #+ VCPI, Attn: Accounts Receivable, 1555 N. Rivercenter Drive, Milwaukee, WI 53212-3958 + Vernon Moorman, 1050 L Avenue, Boone, IA 50036-7148 802543531 802540511 + Vernon Moorman, 5822 28th Ave, Vinton, 1A 52349-9332 802540512 + Vinton Masonic Lodge, 5822 28th Avenue, Vinton, IA 52349-9332 802540514 + Walsh Door & Security, 2600 Delaware Avenue, Des Moines, IA 50317-3532 802540515 + Wanda Matteson, 324 W. Phipps Street, La Plata, MO 63549-1161 802540516 + Wellmark Blue Cross Blue Shield, PO Box 14456, Des Moines IA 50306-3456 802540518 + West Bend Mutual Insurance Company, Bin 432, Milwaukee, WI 53288-0001

+ West Gate Adelphic Lodge #509, 1141 69th Street, Windsor Heights, IA 50324-1507

802540519

#### Case 22-00022-als7 Doc 70 Filed 08/11/24 Entered 08/11/24 23:09:30 Desc Imaged Certificate of Notice Page 7 of 14

District/off: 0863-4
Date Revd: Aug 09, 2024

User: auto Form ID: pdf001

Page 7 of 9
Total Noticed: 387

802540520 + William & Barbara Yungelas, 1801 20th Street, K-35, Ames, IA 50010-5177 802556775 William M Humenczuk II, 8624 W 116th St, Overland Park, KS 66210-2828

802540521 + William Nicholas Palmer, MD, 616 10th Street, Perry, 1A 50220-2221

802546205 William R. & Barbara C. Yungelas, 1801 20th St K-35, Ames, 1A 50010-5177

802543532 + Wisconsin Physicians Service Insurance, a CMS Medicate Contractor, 1717 W. Broadway, PO Box 1787, Madison, WI 53701-1787

802540522 + Woodley Service and Repair, 1231 K Avenue, Jefferson, IA 50129-7050

802540523 + Wyatt McChesney, 2024 4th Street, Perry, IA 50220-1124

**TOTAL: 359** 

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI). Electronic transmission is in Eastern Standard Time.

Recip ID 802540187	Notice Type: Email Address Email/Text: BankruptcyNotices@alliantenergy.com	Date/Time	Recipient Name and Address
	Samuel Communication of the Co	Aug 09 2024 21:55:00	Alliant Energy/IPL, PO Box 3060, Cedar Rapids, IA 52406
802543491	+ Email/Text: CRA_AR@crai.com	Aug 09 2024 21:55:00	CRA International, Inc., PO Box 845960, Boston, MA 02284-5960
802540234	+ Email/Text: CRA_AR@crai.com	Aug 09 2024 21:55:00	CRA International, Inc., 200 Clarendon Street, Boston, MA 02116-5092
802540213	+ Email/PDF: AIS.cocard.ebn@aisinfo.com	Aug 09 2024 22:02:16	Capital One, PO Box 6492, Carol Stream, IL 60197-6492
802540223	+ Email/Text: CRA_AR@crai.com	Aug 09 2024 21:55:00	Charles River Associates, 200 Clarendon Street, Boston, MA 02116-5092
802540231	+ Email/Text: fnrobinson@coloniallife.com	Aug 09 2024 21:55:00	Colonial Life, Premium Processing, PO Box 903, Columbia, SC 29202-0903
802540242	+ Email/Text: markwalz@davisbrownlaw.com	Aug 09 2024 21:55:00	Davis, Brown, Koehn, Shors & Roberts PC, 215 10th Street, Ste. 1300, Des Moines, 1A 50309-3616
802540260	+ Email/Text: Bankruptcy@directs.com	Aug 09 2024 21:55:00	Direct Supply, Inc., Box 88201, Milwaukee, WI 53288-8201
802540269	+ Email/Text: bankruptcynotices@ecolab.com	Aug 09 2024 21:55:00	Ecolab Pest Elimination Division, 26252 Network Place, Chicago, IL 60673-1262
802540300	+ Email/Text: accounting@goldleafpartners.com	Aug 09 2024 21:55:00	Goldleaf Partners, PO Box 806, Brainerd, MN 56401-0806
802540301	+ Email/Text: aream@goodwintucker.com	Aug 09 2024 21:55:00	Goodwin Tucker Group, 2900 Delaware Ave., Des Moines, IA 50317-3893
802540302	^ MEBN	Aug 09 2024 21:51:36	Grainger, Dept. 839027364, PO Box 419267, Kansas City, MO 64141-6267
802540304	+ Email/Text: dpetersen@greatamerica.com	Aug 09 2024 21:55:00	GreatAmerican Financial Services, PO Box 660831, Dallas, TX 75266-0831
802540317	+ Email/Text: hope.abke@hobartservice.com	Aug 09 2024 21:55:00	Hobart Service, ITW Food Equipment Group, LLC, PO Box 2517, Carol Stream, IL 60132-2517
802540324	Email/Text: sbse.cio.bnc.mail@irs.gov	Aug 09 2024 21:55:00	Internal Revenue Service, PO Box 7346, Philadelphia, PA 19101-7346
802540329	+ Email/Text: Investigations@dia.iowa.gov	Aug 09 2024 21:55:00	Iowa Dept. of Insp. & Appeals, Health Facilities Division, Lucas State Bldg- 3rd Floor, 321 East 12th Street, Des Moines, IA 50319-1002
802543508	+ Email/Text: legalsupport@iwd.iowa.gov	Aug 09 2024 21:55:00	Iowa Workforce Development, 1000 E Grand Avenue, Des Moines, IA 50319-0220
802540390	+ Email/Text: creditmanagement@martinbros.com	Aug 09 2024 21:55:00	Martin Bros. Distributing Co., Inc., Attn: Accounts Receivable, PO Box 69, Cedar Falls, IA 50613-0010
802540407	Email/Text: pamela.hilsabeck@midamerican.com	Aug 09 2024 21:55:00	MidAmerican Energy Company, PO Box 4350 Credit, Davenport 1A 52808-4350

Case 22-00022-als7 Doc 70 Filed 08/11/24 Entered 08/11/24 23:09:30 Desc Imaged Certificate of Notice Page 8 of 14

District/off: 0863-4	User: auto	olice Page 8 of	Page 8 of 9
Date Rovd: Aug 09,	Form ID: pd	f001	Total Noticed: 387
802540443 +	Email/Text: bankruptcy@pb.com	Aug 09 2024 21:55:00	Pitney Bowes Global Financial Services, PO Box 371887, Pittsburgh, PA 15250-7887
802540446 ^	MEBN	Aug 09 2024 21:51:43	PointClickCare Technologies, Inc., PO Box 674802, Detroit, MI 48267-4802
802540450 +	- The state of the	Aug 09 2024 21:55:00	Progressive Northern Insurance Co., Dept. 0561, Carol Stream, IL 60132-0001
802540457	Email/Text: contracts@relias.com	Aug 09 2024 21:55:00	Relias LLC, PO Box 74008620, Chicago, IL 60674
802540475 +		Aug 09 2024 21:55:00	Scrubs On Wheels, 1730 Gateway Court, Elkhart, IN 46514-8217
802540449	Email/Text: dllawbankruptcy@exchange.principal.com	Aug 09 2024 21:55:00	Principal Financial Group, Attn: RIS, 711 High Street, Des Moines, IA 50392
802540498	Email/Text: manderson@pioneercriticalpower.com	Aug 09 2024 21:55:00	Titan Energy Systems, Inc., d/b/a Pioneer Critical Power, PO Box 71490, Chicago, IL 60694
802540504 +	1,100	Aug 09 2024 21:55:00	Uline, Attn: Accounts Receivable, PO Box 88741, Chicago, 1L 60680-1741
802540517 +	1	Aug 09 2024 21:55:17	Wellmark Blue Cross Blue Shield of Iowa, PO Box 9232, Des Moines, IA 50306-9232
802540524	Email/Text: jshpayher@xcelmed.com	Aug 09 2024 21:55:00	XCEL Med LLC, 7444 W. Wilson, Harwood Heights, IL 60706

#### **BYPASSED RECIPIENTS**

The following addresses were not sent this bankruptcy notice due to an undeliverable address, \*duplicate of an address listed above, \*P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

Recip ID	Bypass Reason	Name and Address
cr		Delores Weston
сг		Gerald R Monk
cr		Laurence James Dodd
СГ		Norine Huitt
802540191		Anne Defenbaughc
802540203		Brenda Barrow
802540205		Brielle Duffy
802540243		Deb Kruse
802540299		Gina Kokemuller
802540305		Greg Greenwood
802540323		Inge M. Smothers
802540332		Iowa Environmental Services, Inc.
802540347		Jeanice Stratton
802540349		Jennifer Rothfus
802540366		Julie Simons
802540373		Kim Laws
802540378		Laura Orbell
802540383		Linda Lee
802540384		Lisa Eastman
802540388		Margarita Vorrath
802540394		Mary Means
802540402		Megan Harrington
802540409		Mike Divis
802540416		Nancy Johnson
802540466		Rosa Canal
802540477		Sharon Reeves
802540483		Steve Cummings
802540497		Tiffany Hull
802540513		Viviana Garcia-Curiel
802543504	*+	Health Dimensions Group, 12900 Whitewater Drive, Suite 201, Minneapolis, MN 55343-9407
		, , , , , , , , , , , , , , , , , , , ,

TOTAL: 29

Case 22-00022-als7 Doc 70 Filed 08/11/24 Entered 08/11/24 23:09:30 Desc Imaged Certificate of Notice Page 9 of 14

District/off: 0863-4		0863-4	User: auto	Page 9 of 9
	Date Rovd:	Aug 09, 2024	Form ID: pdf001	Total Noticed: 387
	802540507	*P++	INTERNAL REVENUE SERVICE, CENTRALIZED INSOLVENCY OPERATIONS, PO BOX 7346, P 19101-7346, address filed with court:, United States Treasury, Internal Revenue Service, Ogden, UT 8420	HILADELPHIA PA )1
	802549660	*	Temple Commandery 4 Des Moines York Rite Bodies, c/o lowa State Bank, 2301 128th Street, Urbandal	
	802543523	*+-	The City of Perry, PO Box 545, Perry, IA 50220-0545	
	802543486	##+	BTX Iowa, Inc., 3160 8th Street SW, Ste C, Altoona, IA 50009-1023	
	802540240	##+	Darlene Heaton, 970 Pulpit Rock Circle, Colorado Springs, CO 80918-7056	
	802540253	##+-	Dennis Daniels, 126 Willow Lane Drive SW, Waverly, IA 50677-2035	
	802540290	##+	EX Nutrition Consulting PC, 3763 39th Avenue, Columbus, NE 68601-4530	
	802543498	##+	EZ Nutrition Consulting PC, PO Box 322, Columbus, NE 68602-0322	
	802543494	##+	Earl Walker, PO Box 392, Webster City, IA 50595-0392	
	802540271	##+	Empire Lodge 11269, 921 Church Street, Ottumwa, 1A 52501-4223	
	802540287	##+	Estate of Sydney Anderson, c/o Jennifer & Ron Milne, 1701 Paul Street, Perry, IA 50220-2705	
	802540310	##+	Harland Ace Hardware, 628 First Avenue, Perry, IA 50220-1803	
	802540318	##+	Home and Garden Helpers LLC, TJ Meylum, 17833 G Avenue, Perry. IA 50220-6246	
	802540352	##+	Jim Sears, 2733 Thompson Drive, Ames, IA 50010-4758	
	802540362	##+	Jolene Peters, 21208 Knoble Avenue, Carroll, IA 51401-8691	
	802540369	##+	Keith Gordon, 3769 NW 90th Place, Polk City, IA 50226-2071	
	802540379	##+	Laurence James Dodd, 10101 W Palmenas Dr #202, Sun City, AZ 85373-3010	
	802540385	##+	Living Design, Inc., 47015 SD Highway 44, Worthing, SD 57077-5732	•

TOTAL: 29 Undeliverable, 4 Duplicate, 16 Out of date forwarding address

#### NOTICE CERTIFICATION

I, Gustava Winters, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Aug 11, 2024 Signature: /s/Gustava Winters

Peggy Miller, 2409 parkview, Perry, IA 50220-2559

#### CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mall (Email) system on August 9, 2024 at the address(es) listed below:

Name

802540432

##+

**Email Address** 

Brian Galligan

on behalf of Creditor Jay Lindahl ESTATE bgalligan@galliganlaw.com

Charles Smith,

trustee@telpnerlaw.com ia21@ecfcbis.com

L Ashley Wieck

on behalf of U.S. Trustee United States Trustee ashley.wieck@usdoj.gov ashley.wieck@usdoj.gov

Rebecca A Brommel

on behalf of Creditor Millennium Rehab & Consulting Group Inc. brommel.rebecca@dorsey.com,

daugherty.michelle@dorsey.com

Robert C Gainer

on behalf of Debtor The Herman L. Rowley Memorial Trust rgainer@cutlerfirm.com 9643802420@filings.docketbird.com

United States Trustee

USTPRegion12.DM.ECF@usdoj.gov

Wilford L Forker

on behalf of Creditor The Attica Lodge No. 502 A.F. & A.M. forkerlaw@gmail.com

ΤΟΤΛΙ: 7

SD IA-201 (12/09)

## UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF IOWA

IN RE	) CHAPTER 7
	) CASE NO. 22-00022-als7
THE HERMAN L. ROWLEY	)
MEMORIAL TRUST,	) NOTICE OF INTENT TO SELL
	) PROPERTY (HERSHBERGER) AND
Debtor.	) BAR DATE NOTICE 8/30/2024

The undersigned Trustee of the estate of the Debtor(s) named above, subject to objection under Federal Rules of Bankruptcy Procedure, Rules 6004(b) & 9014, will sell the following property of the estate subject to any liens of record:

The Trustee's remainderman interest in the property shown on the attached Real Estate Sales Agreement.

to the following purchaser:

John Hershberger, 2808 270th Avenue, Hopkinton, IA 52237

for the following consideration:

Trustee is to receive 42.374% of the net sales price pursuant to the aforesaid Real Estate Sales Agreement. Said agreement shows a gross list price of \$1,078,000.00 for 98.00 acres.

NOTICE IS HEREBY GIVEN, any objections thereto must be served on the undersigned Trustee at the address listed below; the United States Trustee at 210 Walnut Street, Room 793, Des Moines, IA 50309-2108; the Debtor; and, Debtor's counsel. Any objection must be filed with the Clerk of Bankruptcy Court at 111 Locust Street, Office 320, Des Moines, Iowa 50309 within 21 days of the date of this notice and report.

Charles L. Smith Charles L. Smith, Trustee, AT0007415
Telpner Peterson Law Firm, LLP
25 Main Place, Suite 200
Council Bluffs, IA 51503

Telephone: (712) 325-9000 Facsimile: (712) 328-1946 E-mail: csmith@telpnerlaw.com

#### REAL ESTATE SALES AGREEMENT

Herington/Hershberger - 98.00 Acres, m/i - Delaware County, Iowa

AGENCY DI	SCLOSURE
An agency disclosure must be made by the agent prior to any offer being made SELLER confirm that written disclosure of agency representation was provided	by the BUYER or accepted by the SELLER. By signing below the BUYER and to them prior to the signing of the REAL ESTATE SALES AGREEMENT.
BUYER further acknowledges having signed and received a copy of the SELLE its agents, employees and associates are not required, however, to discover I their real estate license.	D PRODUCTIVE CONDITION CONDITION CONTRACTOR TO THE CONTRACTOR OF T
SELLER and/or BUYER request that Broker select, prepare and complete form groundwater hazard statements and declaration of value.	·
HERTZ REAL ESTATE SERVICES, Inc. BROKER	and TROYR LOHWAGIE licenses employed
HERTZ REAL ESTATE SERVICES, Inc. , BROKER by or associated with the Broker, represents the □SELL	ER BUYER or BOTH SELLER AND BUYER
, .	TO DO THE COURT OF
BUYER(S):	SELLER(S): Delores R. Herington Life Estate
0 / 10 .	DocuSigned by:
Charles Acres 8/9/2024	Peloris K. Herington 8/9/2024
₿ý: John Hershberger DATE	By: Deloyes R. Herington DATE
	Steven Herington Life Estate
	Steven Herington
	8/9/2024 1
	By: Steven Herington DATE
	Herman L. Rowley Memorial Trust
•	By: Charles L. Smith, Bankruptcy Trustee DATE
	By: Charles L. Smith, Bankruptcy Trustee DATE
	Telpner Peterson Law Firm, LLP
1. PARTIES: Delores R. Herington Life Estate, Steven H	lerington Life Estate
AND Herman L. Rowley Memor	rial Trust (Seller) agrees to sell and convey to
Seller the following property situated in Delhi	1= 1/2 1/2 = 1/2 1/2 1/2 1/2 1/2 1/2 1/2 1/2 1/2 1/2
containing 98.00 Acres, more or less (M/L) and legally	
The S½ of the SW¼, and the South 18 acres of the N½ of the the 5th P.M., Delaware County, lowa.	e SW1/2 of Section 36, Township 88 North, Range 4 West of
together with any easements and 100 percent of the mineral rizoning restrictions, FSA/NRCS cost sharing agreements and legal description as shown by the Abstract of Title.	ights owned by Seller, but subject to any easements of record, restrictive covenants. The right is reserved to insert the exact
2. TOTAL PURCHASE PRICE SHALL BE:	A1 And
A Farnest Manay to be deposited amon execution of	\$1,078,000.00
<ul> <li>A. Earnest Money to be deposited upon execution of</li></ul>	agreement with: \$50,000.00
☐ Trust Account of: N/A	, Closing Agent
B. Funds Due at Settlement On <u>DECEMBER 6, 202</u> Funds due at settlement shall be by bank cashier	24 \$1,028,000.00 's check or wire transfer
TOTAL PURCHASE PRICE AS NOTED ABOVE	
3. THIS OFFER CONTINGENT UPON THE ABILITY OF BU	YER TO:NO CONTINGENCIES

	·
4.	TAXES AND SPECIAL ASSESSMENTS:
	A. Real Estate taxes shall be prorated to DATE OF CLOSING
	B. Any proration of taxes shall be based upon the taxes for the year currently payable. All subsequent taxes will be paid by the Buyer.
	C. All special assessments spread on the Treasurer's book at the time of the acceptance of this offer are to be paid by
	the belief. All subsequent special assessments are to be paid by the Ruyer
5.	EARNEST MONEY: \$50,000.00 is to be deposited as Earnest Money within 5 husiness days upon execution of
	tols contract by all parties with HERTZ REAL ESTATE SERVICES as Escrow Apent, Additional Farnest
	with the paragraph of the paragraph with the Escrow Agent. If indicated by "yes" in the following space. NO, the paragraph
	money shall be deposited by the Broker in an interest-bearing trust account and the interest earned thereon shall account
	for the benefit of N/A with interest credited to SS# or TIN# as per attached IRS W-9 Form); otherwise, the
	lowal Association of REALTORS® Foundation, a charitable non-profit entity, will receive the interest. Seller and Buye
	agree that Earnest Money held in the Hertz Real Estate Services Trust Account may be disbursed to a future-specified
6.	Closing Agent within 72 hours of scheduled settlement date, or as directed by said Closing Agent, if necessitated.  BROKER'S FEE: Seller agrees to pay HERTZ REAL ESTATE SERVICES Broker, herein as follows: to pay
	AS PER LISTING AGREEMENT of the total contract sales price in cash at the closing, payable in the Broker's
_	principal office.
7.	of alignonia and the control of the
	to title have been cleared. Possession of the property shall be delivered to the Buyer SEE 31(A) in
8.	its present condition, ordinary wear and tear excepted.
U.	INSURANCE: Seller agrees to keep the buildings on said property insured at present coverage until possession is given and in the event the buildings and improvements on said real estate are destroyed or materially damaged by fire or other appropriate to fee a second of the same than the second of the second o
	casually before possession is given to Buyer, it is agreed that the insurance money received shall go to Buyer to replace
	or repair said damage. Buyer may obtain additional insurance.
9.	SURVEY: This property shall NOT be surveyed.
0.	FIXTURES: All personal property that integrally belongs to or is part of the real estate, whether attached or detached
	such as, water pumps and systems, automatic heating equipment, electrical service cable, fencing and other attached
	fixtures, trees, bushes, shrubs and plants, feed bunks in the fence, installed fences and gales, propane tanks not unde lease, water association rights where applicable, hog and cattle waterers in the fence or permanently installed, grain
	storage buildings and hog and cattle sheds on permanent foundations, auger and conveyor systems shall be considered
	part of real estate and included in this sale except:
	THE TENANT RESERVES ALL PIPE GATES, ATTACHED GUARD RAILS, MOTOR ON MIDDLE BIN, THREE
	RITCHIE WATERERS, BULK BIN, HAY BALES SITTING ON FARM/BARN AND ALL PERSONAL ITEMS. THESE
	ITEMS WILL BE REMOVED PRIOR TO MARCH 1, 2025.  All grain, livestock, hay, silage and non-realty property on the real estate are reserved by the Seller or Seller's tenant.
11.	CONDITION OF PROPERTY: The real estate (and any personal property contracted for) in its present condition as of
	date of this offer, will be preserved and delivered intact at the time possession is given.
	The agent makes no representations or warranties as to the physical or mechanical condition of the property real of
	personal. Buyer accepts the property in its present condition.
12.	GROUNDWATER HAZARD STATEMENT: At closing, a Groundwater Hazard Statement will be filed by the Seller(s
	regarding the following items: 1. wells; 2. solid waste disposal; 3. hazardous wastes; 4. underground storage tanks; 5 private burial site and 6. private sewage disposal system located on the Property. If any of these are located on the
	property, they are as follows:
	THERE IS A WELL LOCATED IN THE PUMPHOUSE.
	Brokers, their Agents, Employees and Associates shall not be responsible for any hazardous materials which may be
	found on this property which have not been disclosed by the Seller(s) or any other parties in interest and are not required
	to give advice on matters outside the scope of their real estate license.

Page 2 of 4	THIS IS A LEGALLY	BINDING CONT	RACT. IF NOT UNDERS	TOOR, SEEK LEG	GAL ADVICE	02/2024
BUYER(S) INITIAL	7	<u> </u>	SELLER(S) INITIALS:	_	SH	CUS

- 13. REPRESENTATIONS: It is understood that no representations made by the Broker or salesperson in the negotiation of this sale are being relied upon unless incorporated herein in writing and this property has not been offered or shown to Buyer by another person or agency. Buyer declares they are purchasing on their own examination and judgment and not through any representations to them made by the Seller, or their agents, as to its location, size, value, future value, income therefrom or as to its production.
- 14. TIME: In the performance of each part of this agreement, time shall be of the essence.
- 15. ABSTRACT AND TITLE: Seller at their expense, shall continue the abstract of title and deliver to Buyer for examination. The abstract shall become the property of the Buyer when the purchase price is paid in full, and shall show merchantable title in conformity with this agreement and title law of the State of Iowa and Iowa Title Standards of the lowa State Bar Association. Each party shall pay costs of additional abstracting and/or title work due to their
- 16. DEED: Upon payment of purchase price, Seller shall convey title by WARRANTY Deed(s), free and clear of liens and encumbrances, reservations, exceptions or modifications except as in this instrument otherwise expressly provided. All warranties shall extend to time of acceptance of this offer, with warranties as to acts of Seller up to time of delivery of deed. Seller to pay transfer tax.
- 17. JOINT TENANCY IN PROCEEDS AND IN SECURITY RIGHTS IN REAL ESTATE: If, and only if, the Seller(s), immediately preceding this offer, hold the title to the above described property in joint tenancy, and such joint tenancy is not later destroyed by operation of law or by acts of the Seller(s) then (1) the proceeds of this sale, and any continuing and/or recaptured rights of Seller(s) in real estate shall be and continue in Seller(s) as joint tenants with rights of survivorship and not as tenants in common; and (2) Buyer(s), in the event of the death of either Seller, agree to pay any balance of the proceeds of this sale to the surviving Seller and to accept deed from such surviving Seller.
- 18. RÉMEDIES OF THE PARTIES---FORFEITURE---FORECLOSURE---REAL ESTATE COMMISSION:
  - A. If the Seller(s) fails to fulfill this agreement, he/she will pay to the Broker the regular commission in full, and the Buyer shall have the right to have all payments, plus accrued interest, if any, returned or to proceed by any action or actions at law or in equity, and the Seller agrees to pay costs and attorney fees, and a receiver may be
  - B. If the Buyer fails to fulfill this agreement, the Seller may pursue forfeiture proceedings as provided in the Code of lowa, all payments made herein shall be forfeited and the earnest money deposit shall be divided equally between Seller and Agent. Any payment to Agent under this section shall not exceed commission referred to in Paragraph 6 of this agreement.
  - C. If In addition to the foregoing remedies, either party shall be entitled to any and all other remedies, or action at law or in equity, including foreclosure or specific performance, and the party at fault shall pay costs and attorney fees, and a receiver may be appointed. Either party will pay interest at the maximum legal rate on all amounts herein as and after they become delinquent.
- 19. APPROVAL OF COURT: If this property is an asset of any estate, trust or guardianship that requires court approval for sale, this contract shall be subject to Court approval. If necessary, the appropriate fiduciary shall proceed promptly and diligently to bring the matter on for hearing for Court approval. (In that event, the Court Officer's Deed shall be used.)
- 20. ALL FUNDS DEPOSITED hereunder as part payment as herein above set forth shall be held by Broker as Closing Agent, in trust pending acceptance of this offer, examination of the abstract and delivery of deed or formal contract. Buyer authorizes the company or persons financing his/her purchase to pay all funds to Broker as Closing Agent for the Seller and Seller authorizes such Agent to accept same. It is agreed that at time of settlement, funds of the purchase price may be used by Closing Agent to pay taxes, liens and other sales or purchase expenses of Seller and Buyer to comply with the above requirements; same to be handled under supervision of the Broker as Closing Agent and subject to approval of Buyer's attorney on title questions to produce merchantable title.
- 21. CONTRACT BINDING ON SUCCESSORS IN INTEREST: This contract shall apply to and bind the successors in interest of the respective parties.
- 22. TENANT: If indicated by "yes" in the following space YES , it shall be the responsibility of Seller at Seller's expense to see to the termination of all rights of existing tenants so Buyer shall have sole possession, subject to the 2024 existing Lease, and at closing Seller shall exhibit evidence satisfactory to Buyer of such termination.
- 23. CONSERVATION PROGRAM CONTRACT(S): Seller assigns all right, title and interest in any Conservation Program contract(s) for said real estate to Buyer. Seller reserves the right to receive from the Farm Service Agency and/or Natural Resource Conservation Service office their prorated share of any Conservation Program payment(s) prorated . By acceptance hereof, Buyer, their successors and assigns, assume all obligations for compliance with the terms of said Conservation Program Contract(s).
- 24. WORDS AND PHRASES herein, including any acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context,
- WATER/SANITARY SYSTEMS: BUYER will assume all responsibilities, including costs, for compliance of all county and state regulations covering the sanitary and water systems on the property.

Page 3 of 4	THIS IS A LEGALLY BINDING CONT	RACT. IF NOT UNDERST	<u>oop</u> , seek led	<u>AL</u> ADVICE	02/2024
BUYER(S) INITIA	LS:	SELLER(S) INITIALS:	Drit	SH	<u> </u>

- 26. ELECTRONIC SIGNATURES on this agreement and/or faxed/scanned copies of signed agreement shall be considered valid.
- 27. COUNTERPARTS: If more than one person is named as a Seller and/or Buyer herein, this contract may be executed by each Seller and Buyer, separately, and when so executed, such copies taken together shall be deemed to be a full and complete contract between the parties.
- 28. SEVERABILITY: If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 29. IRS §1031 TAX-DEFERRED EXCHANGE:
  - A) Seller reserves the right to structure this transaction as a tax-deferred exchange under Internal Revenue Code §1031. Buyer shall cooperate to complete the said exchange. Seller shall be responsible for all expenses related to seller-initiated exchange.
  - (B) Buyer shall have the right to assign this Agreement without consent of the Seller, prior to closing, in order to affect a Like-Kind Section §1031 Tax-Free Exchange at no additional cost to Seller. Buyer shall be responsible for all expenses related to a buyer-initiated exchange.
- 30. ADDENDUM: There \_\_\_ is \_\_X is not an Addendum attached that is part of this Agreement. Said Addendum consists of \_\_\_ pages.
- 31. OTHER PROVISIONS:
  - (A) Buyer acknowledges there is a Cash Rent Lease in place for the 2024 crop year. Seller shall retain 100% of the 2024 cash rent. Possession to be at closing, subject to the existing lease. Full possession to be March 1, 2025.

AUGUST

Offer presented this 9th day of AUGUST, 2024, and null and void if not accepted on or before AUGUST 9, 2024 @ 11:59 P.M.

ACCEPTED THIS 9th DAY OF

BUYER(S): SELLER(S): Delores R. Herington Life Estate DocuStaned by: 8/9/2024 8/9/2024 DATE By: Delores R. Herington DATE Steven Herington Life Estate DocuSigned by: Steven Herington 8/9/2024 By: Steven Herington DATE Herman L. Rowley Memorial Trust Charles L. Smith, Bankruptcy Trustee Teipner Peterson Law Firm, LLP

BUYER'S	SKONEK.	SELLER'S	BROKER:	
Troy R. Lo	The state of the s	Troy R. Lo	ouwagio	
Representing Agent Name		Representi	Representing Agent Name	
HERTZ REAL ESTATE SERVICES, Inc.		HERTZ RE	HERTZ REAL ESTATE SERVICES, Inc.	
Brokerage		Brokerage		
Address:	102 Palisades Road	Address:	102 Palisades Road	
	Mount Vernon, IA 52314		Mount Vernon, IA 52314	
Phone:	(319) 721-4068	Phone;	(319) 721-4068	
Email:	troyl@hertz.ag	Email:	troyl@hertz.ag	

#### Imaged Certificate of Notice Page 1 of 15

United States Bankruptcy Court

Southern District of Iowa

In re:

Case No. 22-00022-als

The Herman L. Rowley Memorial Trust

Debtor

Chapter 7

#### CERTIFICATE OF NOTICE

District/off: 0863-4

Date Rcvd: Aug 09, 2024

User: auto Form ID: pdf001

Page 1 of 9 Total Noticed: 387

The following symbols are used throughout this certificate: Definition

Symbol

802556434

Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS

regulations require that automation-compatible mail display the correct ZIP.

Addresses marked '++' were redirected to the recipient's preferred mailing address pursuant to 11 U.S.C. § 342(f)/Fed. R. Bank. P. 2002(g)(4).

Addresses marked '" were sent via mandatory electronic bankruptcy noticing pursuant to Fed. R. Bank. P. 9036.

Addresses marked '#' were identified by the USPS National Change of Address system as requiring an update. While the notice was still deliverable,

the notice recipient was advised to update its address with the court immediately.

Addresses marked "#" were identified by the USPS National Change of Address system as undeliverable. Notices will no longer be delivered by the USPS to these addresses; therefore, they have been bypassed. The debtor's attorney or pro se debtor was advised that the specified notice was ##

undeliverable.

#### Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Aug 11, 2024:

+ Bertha JoAnn Couser, 1642 S. G Ave. Unit 402, Nevada, IA 50201-2824

Recip ID db	+	Recipient Name and Address The Herman L. Rowley Memorial Trust, c/o Neil Paulsen, 1326 200th Street, Avoca, IA 51521-3215
cr	+	Bertha Couser, 1642 S. G Ave. Unit 402, Nevada, IA 50201-2824
acc	+	Eric Brewer, TBB Advisors, LLP, 12245 Stratford Dr, Clive, IA 50325-8147
cr	+	Millennium Rehab & Consulting Group, Inc., c/o Dorsey & Whitney, Rebecca Brommel, 801 Grand Ave Ste 4100, Des Moines, IA 50309-8002
traty	+	Telpner Peterson Law Firm, LLP, 25 Main Place, Suite 200, Council Bluffs, IA 51503-0790
r	+	Troy R Louwagie, Hertz Real Estate Services, PO Box 50, Mt. Vernon, IA 52314-0050
802540174	+	IITsource, 8350 Hickman Road, Ste. 14, Cilve, IA 50325-4311
802540175	+	AAF International, 24828 Network Place, Chicago, IL 60673-1248
802543478	+	AARP, United Healthcare Claim Division, PO Box 740819, Altanta, GA 30374-0819
802540182	+	ADP, LLC., PO Box 842875, Boston, MA 02284-2875
802540177	+	Ability Network, Inc., 100 6th Street, Suite 900A, Minneapolis, MN 55485-0001
802543479	+	Ability Network, Inc., PO Box 740819, Minneapolis, MN 55485-0001
802540178	+	Access Systems, PO Box 8366, Des Moines, IA 50301-8366
802540179	+	Access Systems Leasing, PO Box 660831, Dallas, TX 75266-0831
802540180	+	Accushield, 2030 Powers Ferry Rd SE, Suite 360, Atlanta, GA 30339-5016
802543480	+	Adams, Evans & Ross, Inc, GrapeTree Medical Staffing, Inc, 3760 Sixes Rd, Ste. 126, Canton, GA 30114-8180
802540181	+	Adams, Evans & Ross, Inc, 1201 W. Peachtree Street, Ste. 2300, Atlanta, GA 30309-3453
802540183	+	Adrian Klepinger & Nancy Lyle, 1400 Illinois Street, Bedford, IA 50833-1026
802549022	+	Adrian R. Klepinger, 1400 Illinois St., Bedford, IA 50833-1026
802540184	+	Advanced Medical Transport of Iowa, 7520 Solution Center, Chicago, IL 60677-7005
802543481	+	Aetna, PO Box 981106, El Paso, TX 79998-1106
802543482		Affordable Quality Roofing & Exteriors, 163906 H Ave, Perry, IA 50220
802540185	+	Affordable Quality Roofing & Exteriors, 16906 H Ave, Perry, IA 50220-6336
802543483	+	Align Technology, Inc., ActivLife Solutions LLC, 1124 Merrill Avenue, Wausau, WI 54401-2760
802540186	+	Align Technology, Inc., 410 N. Scottsdale Rd., Ste. 130, Tempe, AZ 85288-7094
802540188	+	Amerigroup, PO Box 933657, Atlanta, GA 31193-3657
802543484	+	Amerigroup Iowa, Inc., PO Box 7368, Columbus, GA 31908-7368
802540189		Amerigroup Iowa, Inc., 4800 Westown Parkway, West Des Moines, IA 50266-6741
802540190	+	Ameritas Life Insurance Corp., PO Box 650730, Dallas, TX 75265-0730
802540192	+	Apollo Corporation, 450 Main Street, Somerset, WI 54025-9633
802540193	+	Ascent Management, LLC., 9030 162nd Lance NW, Ramsey, MN 55303-3400
802540194	+	Attica Lodge 11502, 417 Evans Street, P.O. Box 338, Sloan, IA 51055-0338
802540208	+	BTX Iowa, Inc., 1065 Executive Parkway Dr., Suite 220, St. Louis, MO 63141-6367
802540195	+	Bellevue Mason Lodge 1151 - John Pitlo, PO Box 26, Bellevue, IA 52031-0026
802540196	+	Ben Vannatta, c/o Teresa Mowrer, 2595 262nd Lane, Guthrie Center, IA 50115-8875
802540197	+	BerganKDV, PO Box 2100, Waterloo, IA 50704-2100
802543485	+	BerganKDV, PO Box 735484, Dallas, TX 75373-5484
802540198	+	Bergkamp Hemphill McClure PC, 218 S. 9th Street, Adel, IA 50003-1733

Case 22-00022-als7 Doc 71 Filed 08/11/24 Entered 08/11/24 23:09:30 Desc Imaged Certificate of Notice Page 2 of 15 District/off: 0863-4 User: auto Page 2 of 9 Date Rcvd: Aug 09, 2024 Form ID: pdf001 Total Noticed: 387 802540199 + Beverly Whiton, c/o Lori Whiton Drummon, 5117 Karen Drive, Panora, IA 50216-8747 802540200 + Bill Humencuk, 8624 West 116th Street, Overland Park, KS 66210-2828 802540201 + Bill Kooistra, 3125 Riverside Drive NE, Cedar Rapids, IA 52411-7438 802540202 Bradshaw Fowler Proctor & Fairgrave, 801 Grand Avenue, Ste. 3700, Des Moines, IA 50309-2727 802540204 Brian Johnson, 32924 - 240th Street, Glidden, IA 51443-8747 802540206 Brooke Trent, Trent Law Firm, PLLC, 3429 Midway Drive, Cedar Falls, IA 50613-6056 802540207 Brooks Lodden P.C., 1441 - 29th Street, Ste. 305, West Des Moines, IA 50266-1309 802540209 + BulbGuy Lighting, PO Box 65155, West Des Moines, IA 50265-0155 802540210 C & N Development, Inc., 7050 NW 14th Street, Ankeny, IA 50023 802540216 + CBS Staffing, LLC., 7517 Douglas Ave, Ste. 17, Urbandale, IA 50322-3075 802543488 + CED Des Moines, PO Box 310654, Des Moines, IA 50331-0654 802540225 + CHI National Homecare, 1700 Edison Drive, Ste. 300, Milford, OH 45150-2729 802540211 + Caitlin-Morgan Insurance Services, 5875 Castle Creek Pkwy N. Dr., Ste. 215, Indianapolis, IN 46250-4381 802540212 + Camblin Mechanical, INc., 714 West 7th Street, PO Box 520, Atlantic, IA 50022-0520 802540214 + Card Services, PO Box 875852, Kansas City, MO 64187-5852 802540215 + CareerStaff Unlimited, 6333 North State HWY 161, Ste. 100, Irving, TX 75038-2217 802543487 + CareerStaff Unlimited, Harborside Rehabilitation Ltd Partnershi, PO Box 301076, Dallas, TX 75303-1076 802540218 + Centers for Medicare & Medicaid Recovery, P.O. Box 138832, Oklahoma City, OK 73113-8832 802540219 + Centers for Medicare & Medicaid Services, Mail Stop C3-11-03, PO Box 7520, Baltimore, MD 21207-0520 802540220 + Central Iowa Distributing, INc., 19 South 21st Street, PO Box 891, Fort Dodge, IA 50501-0891 802540221

+ Central Iowa Foot Clinic PC, 2718 Willis Avenue, Perry, IA 50220-2346 802543489 + Century Laundry Distrib., Inc., PO Box 5818, Cedar Rapids, IA 52406-5818 802540222

+ Century Laundry Distrib., Inc., c/o Richard T Avis., 8755 West Higginds Road, Ste. 610, Chicago, IL 60631-2751 802540224 + Chas E. Goering, 3710 SE Capital Circle, Ste. B, Grimes, IA 50111-5046

+ Chuy's Auto Service, LLC., 1525 W 2nd Street, Perry, IA 50220-1452 802540226

802540227 + City of Perry, PO Box 545, Perry, IA 50220-0545 + Clint Frey, Clint's LawnCare, 13211 Y Avenue, Madrid, 1A 50156-5539 802540228

802540229

+ CobraHelp, 1620 High Street, Denver, CO 80218-1304

802540230 + Collins Living Trust, 2500 Grant Street, Bettendorf, IA 52722-5092

802540232 + Connett Services LLC., 101 E Sheridan Avenue, Des Moines, IA 50313-4948

802540233 Continental Fire Sprinkler, PO Box 30036, Omaha, NE 68103-1136 802543490 Continental Fire Sprinkler, 4518 South 133rd Street, Omaha, NE 68137-1141 802540235 Crescent Electric Supply Co, PO Box 500, East Dubuque, IL 61025-4418

802540236 Cyber Advisors, Inc., 7550 Meridian Circle N, Maple Grove, MN 55369-4930 802551146 DFAS-DGG-CO, 1240 East 9th Street, Room 1479, Cleveland, OH 44199-9904

802540262 DJ Services LLC, 2460 - 337th Street, Perry, IA 50220-8500

802540237 Dale Luckinbill, 204 Cartwright Street, PO Box 38, Rippey, IA 50235-0038

802540238 Dallas County Hospital, 610 Tenth Street, Perry, IA 50220-2249

802540239 Dallas County Treasurer, Mitch Hambleton, 801 Court Street, Room 201, Adel, IA 50003-1476 802540241 David Nolte, 1375 - 120th Street, Durant, IA 52205

802540244 + Delbert Jackson, 2000 Jackson Park Drive, Bellevue, IA 52031-9154

802540245 + Delbert Jackson or Delbert Jackson HJT, 2000 Jackson Park Drive, Bellevue, IA 52031-9154

802540246 + Delbert Jackson or Gerald Jackson, 2000 Jackson Park Drive, Bellevue, IA 52031-9154

802540247 Delbert Jackson or Lynn Banks, 2000 Jackson Park Drive, Bellevue, IA 52031-9154 802540248 + Delbert Jackson or Patrick Wood, 2000 Jackson Park Drive, Bellevue, 1A 52031-9154

802540249 Delbert Jackson or Roger Jackson, 2000 Jackson Park Drive, Bellevue, IA 52031-9154

802540250 Delbert Jackson or Sherri Jackson-Grant, 2000 Jackson Park Drive, Bellevue, IA 52031-9154

802540251 Delores M Weston, 5300 South Main St Apt 29, Cedar Falls, IA 50613-7426

+ Deluxe, PO Box 4656, Carol Stream, IL 60197-4656 802540252

802540254 Dennis Ulrich, 2121 Terrace Avenue, Rippey, IA 50235-7016

Department of Criminal Investigations, DCI Special Operations Bureau - 1st Fl., 215 East 7th Street, Des Moines, IA 50319-1902 802543492

802540255 + Des Moines Area Community College, Account Receivable, 2006 S. Ankeny Blvd, Ankeny, IA 50023-8995

802540256 + Des Moines Orthopaedic Surgeons, 6001 Westown Parkway, West Des Moines, IA 50266-7719

802540257 + Diagnostic Imaging Associates, PO Box 14549, Des Moines, IA 50306-3549

802540258 Diamond Oil Company, PO Box 955, Des Moines, IA 50304-0955

802540259 + Dick and Jo Couser, 1642 S G Avenue, Apt. 402, Nevada, IA 50201-2824

802540261 + Disabled American Veterans, 210 Walnut Street, #566, Des Moines, IA 50309-2114

802543493 Disabled American Veterans, PO Box 295, Cedar Falls, IA 50613-0018

802540263 Dolly's Transport, 604 Clay Street, Cedar Falls, IA 50613-2904

802540264 Dorsey & Whitney LLP, PO Box 1680, Minneapolis, MN 55480-1680

802540265 Doug & Mary Bruce, 1869 Glen Oaks Drive, West Des Moines, IA 50266-6608

802540266 Dress Co, 609 N. Carroll Street, PO Box 585, Carroll, IA 51401-0585

802540267 Earl & Cynthia Spencer, 220 North Oak Street, Janesville, IA 50647-1006

### Case 22-00022-als7 Doc 71 Filed 08/11/24 Entered 08/11/24 23:09:30 Desc Imaged Certificate of Notice Page 3 of 15

District/off: 0863-4 User: auto Page 3 of 9 Date Revd: Aug 09, 2024 Form ID: pdf001 Total Noticed: 387 802540268 + Earl Walker, Maurice Jules, PO Box 391, Webster City, IA 50595-0391 802543495 + - Ecolab Pest Elimination Division, 7373 Kirkwood Court, Ste. 200, Maple Grove, MN 55369-5264 802540270 + Elite Electric & Utility Contractors, 1403 Sugar Grove Avenue, Dallas Center, IA 50063-2028 802540272 + Encompass Group LLC, 615 Macon Street, McDonough, GA 30253-3531 802543496 + Encompass Group LLC, Dept. 40254, PO Box 740209, Atlanta, GA 30374-0209 802540273 Equity Lodge No. 131, PO Box 265, Janesville, IA 50647-0265 + Eric Morman, Gunther's Snowremoval & Lawncare, 2365 D Avenue, Perry, 1A 50220-7565 802540274 802540275 + Eric Oberg, 2022 44th Street, Des Moines, IA 50310-3009 802540276 + Estate of Ann Lundy, c/o Kelli Lundy, 734 Alkatraz Avenue, #4, Oakland, CA 94609-1043 802540277 + Estate of Arthur Shoesmith, c/o SHirley Shoesmith, 1413 Highview Drive, Perry, IA 50220-2309 802540278 + Estate of Bertha Hanselman, c/o Doug Hanselman, 2013 NW Pleasant Street, Ankeny, IA 50023-8918 802540279 + Estate of Delores Holcomb, c.o Debra Van Gundy, 1212 31st Street, Perry, IA 50220-2365 802540280 + Estate of Doris Pantier, c/o Mike Lientz, 17650 J Avenue, Perry, IA 50220-6374 802540281 + Estate of Jay Lindahl, c/o Galligan Law PC, 300 Walnut St, Suite 5, Des Moines, IA 50309-2233 802540282 + Estate of Jon Peters, c/o Larry Meachum, 1813 Estella, Perry, IA 50220-2234 802540283 + Estate of Karen Ruggle, c/o Donald Ruggle, 2640 Willis Avenue, Perry, IA 50220-2344 802540284 + Estate of Kathern Purser, c/o Larry Smidt, 1308 Grove Street, Adel, IA 50003-1023 802540285 + Estate of Phillip Sloan, c/o Chad Sloan, 201 S. Cedar Street, Jefferson, IA 50129-2209 802540286 + Estate of Polly Taylor, c/o Kevin Taylor, 1116 North 25th Street, Council Bluffs, 1A 51501-0883 802540288 + Evan Harkin, 14835 95th Street, Otsego, MN 55330-7156 + Everette Carroll, 1416 - 400th Street, Avoca, IA 51521-3102 802540289 802543497 + EveryStep Hospice, 3000 Eastern Blvd., Des Moines, IA 50317-3124 802540291 + Fareway Stores, Inc., 1315 Willis Avenue, Perry, IA 50220-1653 802540292 + Fessler Carbonic Gas, 2012 East Ovid, Des Moines, IA 50313-4743 802540293 + Finneseth, Dalen & Powell, P.L.C., 1401 Willis Avenue, PO Box 487, Perry, IA 50220-0487 802540294 First National Bank, PO Box 846, Ames, IA 50010-0846 802540295 Flowers by Donna Jean, 215 South Main Street, Woodward, 1A 50276 802540296 + Fred & Mary Peterson, 21593 141st Street, Perry, IA 50220-6009 802540306 + GRP & Associates, Inc., PO Box 94, Clear Lake, IA 50428-0094 802540297 GateHouse Media, 175 Sully's Trail, Pittsford, NY 14534-4560 802543499 GateHouse Media, DB Iowa Holdings, PO Box 32029, Lakeland, FL 33802-2029 802551145 General Counsel, Dept. of Health and Human Services, 200 Independence Avenue SW, Washington, DC 20201-0007 802540298 Gerald R Monk (Eloise L. Monk, Dec'd.), 4330 Snowgoose Dr., Marion, IA 52302-6281 802543500 Goodwin Tucker Group, PO Box 3285, Des Moines, IA 50316-0285 802540303 Grand Lodge of Iowa, PO Box 279, Cedar Rapids, IA 52406-0279 802543501 Grand Lodge of Iowa, A.F. & A.M., 813 1st Avenue SE, Cedar Rapids, IA 52402-5001 802540307 Guy Posey, 2800 Summit, Sioux City, IA 51104-3743 802540308 + H. Darrell Hibbs, 2420 Pine Circle, Urbandale, IA 50322-4404 802551826 + H. Darrell Hibbs & Jean A. Hibbs, 2420 Pine Circle, Urbandale, IA 50322-4404 802543502 + Handicare USA, Inc., PO Box 360660, Pittsburgh, PA 15251-6600 802540309 + Handicare USA, Inc., 10888 Metro Court, St. Louis, MO 63043-2413 802543503 + Harland Ace Hardware, 1305 141st Street, Perry, IA 50220-8128 802540311 + Health Care Information Systems, 450 Regency Parkway, Ste. 100, Omaha, NE 68114-3764 802540313 + Health Dimensions Group, 12900 Whitewater Drive, Suite 201, Minneapolis, MN 55343-9407 802540312 + Health Dimensions Group, 12900 Whitewater Drive, Ste. 201, Minnestonka, MN 55343-9407 802540314 + Hebron Lodge 11374 c/o Ken Irvine, 552 Williams Creek Road, Postville, IA 52162-8509 Heritage Company, PO Box 639590, Cincinnati, OH 45263-9590 802540315 802540316 + Hiland Dairy, PO Box 801515, Kansas City, MO 64180-1515 802540319 + Hoodz of Central Iowa, 5327 NW 2nd Avenue, Des Moines, IA 50313-1707 802540320 + Hulgan, 801 1st Street, Perry, IA 50220-1702 802540321 + HyVee, Attn: Accounts Receivavle, 5820 Westown Parkway, West Des Moines, IA 50266-8223 802540322 ILTCRMA, c/o Iowa State Bank, Attn: Trust Department, 2301 128th Street, Urbandale, IA 50323-1818 802540328 ++ IOWA DEPARTMENT OF REVENUE, ATTN BANKRUPTCY UNIT, PO BOX 10471, DES MOINES IA 50306-0471 address filed with court:, Iowa Department of Revenue, PO Box 10413, Des Moines, IA 50319 802540325 #+ Iowa Board of Pharmacy, 400 SW 8th Street, Ste. E, Des Moines, IA 50309-4633 802540326 Iowa Central Community College, One Triton Circle, Fort Dodge, IA 50501-5798 802540327 Iowa Department of Human Services, Estate Recovery Program, PO Box 364445, Des Moines, IA 50315 802543505 + Iowa Department of Labor, 150 Des Moines Street, Des Moines, IA 50309-1836 + lowa Diagnostic Imaging, PO Box 958372, Saint Louis, MO 63195-8372 802540330

+ Iowa Division of Labor Services, Boiler Safety Section, 1000 East Grand Avenue, Des Moines, IA 50319-1007

Iowa Insurance Division, Attn: Karen Pfab, Two Ruan Center, 601 Locust Street, 4th Floor, Des Moines, IA 50309-3711

+ Iowa Health Care Association, 1775 90th Street, West Des Moines, IA 50266-1563

+ Iowa Heart Center, PO Box 9170, Des Moines, IA 50306-9170

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District/off: 0863-4 User: auto Page 4 of 9 Date Rcvd: Aug 09, 2024 Total Noticed: 387 Form ID: pdf001 + Iowa Insurance Division, 1963 Bell Avenue, #100, Des Moines, IA 50315-1011 802540336 Iowa Medicaid Enterprise, PO Box 310280, Des Moines, IA 50331-0280 802540337 Iowa Orthopedic Center PC, 450 Laurel Street, Des Moines, IA 50314-3084 802540338 Iowa Total Care, 1080 Jordan Creek Parkway, West Des Moines 1A 50266-6014 802543507 Iowa Total Care, PO Box 958092, St. Louis, MO 63195-8092 802540365 + JRX Pharmacy Services, 2404 Avenue L, Fort Madison, IA 52627-3933 802540339 Jack Schoup, 10211 Avenue, Reinbeck, IA 50669 802543509 + Jack Schoup, 1021 I Avenue, Reinbeck, IA 50669-9650 802540340 + James & Susan Converse, 1519 Johnson Street, Ames, IA 50010-4439 802573931 + James Blattner, 3675 Massey Road, Everson, WA 98247-9552 802540341 + James Dearduf, 1355 NW 105th Street, Clive, IA 50325-6659 802547719 James E. Dearduff, 1355 NW 105th Street, Clive, IA 50325-6659 802556529 + James M Blattner, 3675 Massey Road, Everson, WA 98247-9552 802540342 + Janet Snell, 2943 Walnut Trail, Stuart, IA 50250-8530 802540343 Jansen Plumbing LLC, 225 E. Avenue, Perry, IA 50220 802543510 + Jansen Plumbing LLC, 2225 E. Avenue, Perry, IA 50220-7572 802546279 + Jaspering Electric Inc., 2716 SE 5th Street Suite 2, Ames, IA 50010-7713 802540344 + Jaspering Electric, Inc., 2716 SE 5th Street, Unit 2, Ames, IA 50010-7713 802540345 + Javiers Construction, 15591 141st Street, Perry, IA 50220-6202 802540346 + Jay Hennings, 1811 W 38th Place, Davenport, IA 52806-5416 802540348 + Jeffrey Fessler, 820 4th Street, Perry, IA 50220-1726 802540350 + Jerry & Sharon Leazer, 2056 Fir Avenue, Batavia, IA 52533-7644 802540351 + Jesseca Perez, 307 7th Street, Perry, IA 50220-1881 802540353 + Joan Jamison, 433 SW Franklin Drive, Ankeny, IA 50023-2703 802540354 Joe Pomplun, 805 South Court, Omaha, NE 68118 802540355 + Johannus Pitlo, 30078 395th Avenue, Bellevue, IA 52031-9645 802540356 + John & Carol White, 2717 - 248th Street, Oskaloosa, IA 52577-9677 + John & Susan Peters, 920 Diagonal Road, Perry, IA 50220-8119 802540357 802540358 + John Blattner, 4713 Panorama Drive, Panora, IA 50216-8632 802540359 John Leefers, 451 Wilder Drive, Cedar Rapids, IA 52403-3235 802540360 John Powell, 16659 - 141st Street, Perry, IA 50220-6206 802556379 + John W Blattner, 4713 Panorama Drive, Panora, IA 50216-8632 802555797 + John and Vivian Pitlo, 30078 395th Ave., Bellevue, IA 52031-9645 + Johnson, Kramer, Mulholland, Cochrane &, Cochrane P.L.C., 809 Central Avenue, Ste. 600, Fort Dodge, IA 50501-3937 802540361 802540363 + Jose S. Gonzalez, Lorenzo's Carpet Cleaning, 1524 North Street, Perry, IA 50220-1235 + Joy Doud, 1307 Rittenhouse Street, Des Moines, IA 50315-6531 802540364 802540367 + K & R Consulting Group, Inc., 8711 Windsor Parkway, Ste. 1, Johnston, IA 50131-2296 802540368 + KDLS/KKRF/KGRA Radio, Raccoon Valley Radio, 22562 141st Drive, Perry, IA 50220-6006 802540370 + Keith Wells, 1020 13th Street, Boone, IA 50036-2127 802540371 #+ Kent Naughton, 202 Ken Maril Road, Ames, IA 50010-8556 Kilwinning Lodge 11198 c/o Jerry Leazer, 2056 Fir Avenue, Batavia, IA 52533-7644 802540372 802543512 Kindred at Home, PO Box 4060, Mooresville, NC 28117-4060 802540374 + Kindred at Home, 3350 Riverwood Parkway, Ste. 1400, Atlanta, GA 30339-3314 802543513 + Kronos, PO Box 744724, Atlanta, GA 30374-4724 + Kronos, 2000 Ultimate Way, Weston, FL 33326-3643 802540375 + Kronos, Inc., c/o Catherine R Choe, Esq., 420 South Orange Avenue, Suite 1200, Orlando, FL 32801-4904 802553917 + Kurt Brown, 5520 - 410th Street, Primgar, IA 51245-7545 802540376 802540377 + Larry Dutton, 1221 W. Woodbine Drive, Dunlap, IA 61525-9518 802556308 + Laura DAngelo, 601 E. 12th Street, Suite N1800, Kansas City, MO 64106-2818 802540380 Lee Agency, 200 Ford Avenue, Mescatine, IA 52761-5660 802540381 Lenny Hudson, 6745 SE 55th Court, Box 152, Carlisle, IA 50047-9798 802540382 Linda Herman PC, PO Box 705, Ankeny, IA 50021-0705 + Lorenzo's Carpet Cleaning, 1524 North Street, Perry, IA 50220-1235 802540386 MEDLINE INDUSTRIES INC, ATTN ANNE KISHA, ONE MEDLINE PL, MUNDELEIN IL 60060-4486 address filed with court:, 802543517 Medline Industries, Inc., Dept CH 14400, Palatine, IL 60055 + Management and Network Services, 6500 Emerald Parkway, Suite 310, Dublin, OH 43016-7460 802540387 Management and Network Services, PO Box 73996, Cleveland, OH 44193-0002 802543515 + Mark & Chris Huston, 1825 130th Street, Wellman, IA 52356-9661 802540389 + Martina Olson, 755 SE Gateway Drive, #304, Grimes, IA 50111-3312 802540391 802540392 + Marvin Condra, 11230 Hwy 5, Unionville, MO 63565-3012

+ Marvin Condra or Jaynee Morehead, 11230 Hwy 5, Unionville, MO 63565-3012

Mary Moore, 3856 Oakwood Place, Riverside, CA 92506-1877
 Matthew D Piersall, 3716 First Ave NE, Cedar Rapids, IA 52402-6106

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### Case 22-00022-als7 Doc 71 Filed 08/11/24 Entered 08/11/24 23:09:30 Desc

Imaged Certificate of Notice Page 5 of 15
User: auto District/off: 0863-4 Page 5 of 9 Date Rcvd: Aug 09, 2024 Form ID: pdf001 Total Noticed: 387

Date Royd: Aug 09	2024 Form ID: pdf001
802540396	McDonald Hopkins LLC, 600 Superior Avenue E, Ste. 2100, Cleveland, OH 44114-2653
	McGrath North, Attn: Accounts Receivable, 1601 Dodge Street, Ste. 3700, Omaha, NE 68102-1627
802540398	McKesson Medical-Surgical, 9954 Maryland Drive, Richmond, VA 23233
802543516	McKesson Medical-Surgical, Minnesota Supply, Inc, PO Box 630693, Cincinnati, OH 45263-0693
	MedTech, 565 S. Mason Road, Ste. 484, Katy, TX 77450-2437
	Medical Oncology and Hematology, PO Box 8219, Des Moines, IA 50301-8219
	Medicare, 7500 Security Blvd, Baltimore, MD 21244-1849
	Medline Industries, Inc., 3 Lakes Drive, Northfield, IL 60093-2753
	MercyOne Des Moines Medical Center, Financial Operations, 1111 6th Avenue, Des Moines, IA 50314-2610
802540404	Merle Edinborough, 820 18th Street, Apt. 3A, Perry, IA 50220-2433
802540405	Metro Geriatric Services, 13435 University Avenue, Ste. 500, Clive, IA 50325-8251
802543518	Michael Saville, c/o Iowa Veterans Home, 1301 Summit Street, Marshalltown, IA 50158-5484
802540406	Michael Tetmeyer, 10140 Woodburn Place, Bradenton, FL 34202-1748
802540408	Midwest Alarm Services, PO Box 4511, Davenport, 1A 52808-4511
802540410	Millennium Rehab & Consulting, Inc., 4725 Merle Hay Road, Ste. 207, Des Moines, IA 50322-1983
802540411	Minburn Communications, PO Box 206, 416 Chestnut Street, Minburn, IA 50167-1003
802540412	Moblie Noble of Za Ga Zig Shrine, Hugh Wooldridge, 3415 Scenic Vista Drive, West Des Moines, IA 50265-7737
802540413	Motion Picture Licensing Corporation, 5455 S Centineal Ave, Los Angeles, CA 90066-6942
802543519	Motion Picture Licensing Corporation, PO Box 80144, City of Industry, CA 91716-8144
802540414	Motor Parts Warehouse, Inc., 823 First Avenue, Perry, IA 50220-1702
802540415	Motorola Solutions, Inc., 13108 Collections Center Drive, Chicago, IL 60693-0001
802540424	NRC Health, PO Box 30094, Omaha, NE 68103-1194
802540417	Nationwide, PO Box 10479, Des Moines, IA 50306-0479
802543520	Neil Paulsen, Echo Electric Supply, 4325 Gifford Road, Council Bluffs, IA 51501-8241
802540418	Network Services Company, 29060 Network Place, Chicago, IL 60673-1290
802556436	Nevada Lodge #99, c/o Joe Wakeman, Secretary, 63101 295th Street, Nevada, IA 50201-7550
802540419	Nevada Lodge 1199, 1003 6th Street, Nevada, IA 50201
	No Lawn Left Behind, LLC., 12813 K Drive, Perry, IA 50220-6072
802540421	Norine Huitt, 5019 153rd St, Urbandale, IA 50323-1226
	Norman Simons, 433 West Jensen Street, Newell, IA 50568-5042
	Northwest Respiratory Services, LLC, NW-7459, PO Box 1450, Minneapolis, MN 55485-1450
	NuCara Home Medical, 1801 2nd Avenue, Des Moines, IA 50314-3606
	Nursefinders LLC, PO Box 910738, Dallas, TX 75391-0738
	Nyemaster Goode, PC., c/o Frank Harty, 700 Walnut Street, Ste. 1600, Des Moines, IA 50309-3800
	Old Republic Surety Group, PO Box 1635, Milwaukee, IA 53201-1635
	Otley Lodge - Dick Lowe, 2301 Evelyn Street, Perry, IA 50220-2218
	Paradigm Benefits, 218 1st Street SW, Ste. A, Clarion, IA 50525-1479
	Pathology Laboratory, PO Box 569, Des Moines, IA 50302-0569
	Per Mar Security Services, PO Box 1101, Davenport, IA 52805-1101
	Performance Health Supply, Inc., PO Box 93040, Chicago, IL 60673-3040
802540435 802540436	Perry Area Chamber of Commerce, 1124 Willis Avenue, Ste. A, Perry, 1A 50220-1650
	Perry Baker, 55260 Coachlight Drive, West Des Moines, IA 50266
	Perry Chief, PO Box 650688, Dallas, TX 75265-0688 Perry Lutheran Home, 1300 28th Street, Perry, IA 50220-2329
	Perry Waterworks, 1101 W. 3rd Street, PO Box 604, Perry, IA 50220-0604
	Peters Service Center, 98 Willis Avenue, Perry, IA 50220-1094
	Pioneer Lodge # 22 AF & AM, 3706 East 38th Court, Des Moines, IA 50317-5824
802555670	Pioneer Lodge # 22 AM & FM, Cleon C Babcock, 3706 East 38th Court, Des Moines, Iowa 50317-5824,
	Pioneer Lodge - Cleon Babcock, 3706 East 38th Court, Des Moines, IA 50317-5824
	Pioneer Lodge No. 22, 3843 6th Avenue, Des Moines, IA 50313-3426
	Pitney Bowes, Inc., PO Box 371896, Pittsburgh, PA 15250-7896
802540445	PlumbMaster, Inc., PO Box 117187, Atlanta, GA 30368-7187
	PointClickCare Technologies, Inc., PO Box 674802, Detroit, MI 48267-4802
	Prairie Pella, Inc., PO Box 71667, Des Moines, IA 50325-0667
802540448	Prime Time Healthcare LLC, PO Box 3544, Omaha, NE 68103-0544
	Providence Engraving, LLC., 11 E. Orange Street, Tarpon Springs, FL 34689-3439
	Providers Plus, 1518 N. 51st Street, Omaha, NE 68104-5009
802540453	Quick Oil, Co., 104 Willis Avenue, Perry, IA 50220-1086
802540454	Randall & Jeanna Weber, 990 N. Riverview, PO Box 32, Bellevue, IA 52031-0032
	Rebecca Haymond, c/o Mitzi Berkland, 2273 Elmwood Avenue, Winterset, IA 50273-8419
	Rebecca J. Idso, RDLD, 2223 NW 135th Street, Clive, IA 50325-8524
	Riece Graham, 1206 16th Street, Perry, IA 50220-2333
	Rith Blattner, 3012 Willis #312, Perry, IA 50220-2327

#### Case 22-00022-als7 Doc 71 Filed 08/11/24 Entered 08/11/24 23:09:30 Desc Imaged Certificate of Notice Page 6 of 15

Page 6 of 9

User: auto

District/off: 0863-4

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Date Rcvd: Aug 09, 2024 Form ID: pdf001 Total Noticed: 387 802540460 + Robert & Marilyn Kremer, 2909 Woodland #1107, Des Moines, IA 50312-3833 802540461 + Robert Allen, 1730 Coolidge Drive, Ames, IA 50010-5133 802540462 + Robert Pedrick, PO Box 513, Keosauqua, IA 52565-0513 802540463 + Roger & Rebecca Mick, 2930 Jerico Avenue, Bedford, IA 50833-8076 802543521 + Roger McCandless, 20543 - 105th Street, Whiting, IA 51063-8781 802540464 Roger McCandless, 2543 N Street, Whiting, IA 51063 802540465 + Roger Sealock, 112 W. Ferndale, Council Bluffs, IA 51503-4881 802540467 + Roy Kokemuller, 2227 J Avenue, Woodward, IA 50276-8126 802540468 + Royal Arch Masons - Derwood Keith, now Rusty Hill, PGC, 1937 Deer Avenue, Perry, IA 50220-7567 802540469 + Russell Herder, Inc., 275 Market Street, Ste. 319, Minneapolis, MN 55405-1619 802540470 + Russell's Trophies & Engraving, Inc., 8515 Douglas Avenue, Ste. 31, Urbandale, IA 50322-2924 802540471 Ruth Beiner, 878 Fox Run Road, Dike, IA 50624 802540472 + Ruth H. Blattner, 3012 Willis #312, Perry, IA 50220-2327 802540473 + Sandy Clipperton, 2039 Hwy 141, Bayard, IA 50029-8502 802540474 + Scottish Rite c/o Iowa State Bank, 2301 - 128th Street, Urbandale, IA 50323-1818 802540476 + Secure Shred Solutions LLC, 1187 E. Anthony Street, PO Box 1072, Carroll, 1A 51401-1072 802540478 + Sharry Cannon, 417 Warford Street, Perry, IA 50220-1050 802540479 + Shopko Stores Operating Co., LLC., PO Box 8461, Carol Stream, IL 60197-8461 802540480 + Signature Healthcare, LLC, 14225 University Avenue, Ste. 130, Waukee, IA 50263-8294 802540481 + SmartRecruiters, Inc., PO Box 8362, Pasadena, CA 91109-8362 + Source Medical Staffing LLC, PO Box 540931, Omaha, NE 68154-8931 802540482 802540484 + Stine Seed, 22555 Laredo Trial, Adel, IA 50003-8310 802540485 + Storey Kenworthy Matt Parott, 309 Locust Street, Des Moines, IA 50309-1723 802540486 + Sunrise Machine & Tool, SMT Health Systems, 1380 Legion Road, Detriot Lakes, MN 56501-4314 802543522 Swift Medical, Inc., 243 Queen Street West, Ste. 200, Toronto, ON, M5V 1A4 802540488 Synergy Fire & Safety, 4338 Hubbell Avenue, Des Moines, IA 50317-4652 802540489 Tech of Ages, LLC, 5307 Caraway Lane, Cedar Falls, IA 50613-8172 802540490 Temple Commandery 4 Des Moines, York Rite Bodies, c/o lowa State Bank, 2301 128th Street, Urbandale, IA 50323-1818 802556953 + The Attica Lodge No. 502, A.F. & A.M., P.O. Box 338, Sloan, IA 51055-0338 802540491 + The Cincinnati Life Insurance Co., PO Box 631205, Cincinnati, OH 45263-1205 802540492 + The Des Moines Register, 400 Locust Street, Ste. 500, Des Moines, 1A 50309-3771 802543524 The Des Moines Register, PO Box 3249, Milwaukee, WI 53201-3249 802543525 + The Iowa Clinic, 6800 Lake Drive, Ste. 250, West Des Moines, IA 50266-2504 802540493 + The Iowa Clinic, 5950 University Ave., West Des Moines, IA 50266-8233 802540494 + The Perry News, PO Box 382, Perry, IA 50220-0382 802540495 + The Sherwin Williams Co, 2570 E. 1st Street, Grimes, IA 50111-7610 802540496 + The Ultimate Software Group, Inc., PO Box 930953, Atlanta, GA 31193-0953 802540499 + Total Nurses Network, 4948 Pleasant Street, West Des Moines, IA 50266-1783 + Total Nurses Network, 7026 West North Avenue, Ste. 2W, Chicago, IL 60707-4337 802543526 802540500 + Treasurer, Dallas County, Mitch Hambleton, 918 Court Street, Ste. A, Adel, IA 50003-1448 802540501 + Two Rivers Glass & Door, Inc., 121 S. 11th Street, Ste. 200, West Des Moines, IA 50265-4465 802540502 + Tyrell Lodge No. 116, Ancient Free & Accepted Masons, 201 3rd Street SE, PO Box 820, Waverly, IA 50677-0820 802556777 Tyrrell Lodge #116 Ancient Free & Accepted Masons, 201 3rd Street SE, PO Box 820, Waverly, IA 50677-0820 + U.S. Attorney's Office (HHS), 110 East Court Avenue, Suite 286, Des Moines, IA 50309-2044 802551143 + U.S. Attorneys Office (DOL), 110 East Court Avenue, Suite 286, Des Moines, IA 50309-2044 802543527 802540503 + U.S. Bank, Attn: Kevin Mathieu, 1 Federal Street, Boston, MA 02110-2027 + U.S. DHHS Centers for Medicare & Medicaid Services, PO Box 7520, Baltimore, MD 21207-0520 802556309 802543528 + U.S. Department of Labor, Office of Solicitor, 2300 Main Street, Suite 1020, Kansas City, MO 64108-2451 802543529 + UKG Inc., 2000 Ultimate Way, Weston, FL 33326-3643 802540509 + US Postal Service, Postmaster, 1420 2nd Street, Perry, IA 50220-9998 802540505 + United Commerical Upholstery, PO Box 126, New Ulm, MN 56073-0126 802540506 + United Healthcare, PO Box 5220, Kingston, NY 12402-5220 + UnityPoint at Home, PO Box 35428, Des Moines, IA 50315-0304 802543530 802540508 + UnityPoint at Home, 11333 NW Aurora Ave, Urbandale, IA 50322-7908 #+ VCPI, Attn: Accounts Receivable, 1555 N. Rivercenter Drive, Milwaukee, WI 53212-3958 802540510 + Vernon Moorman, 1050 L Avenue, Boone, IA 50036-7148 802543531 + Vernon Moorman, 5822 28th Ave, Vinton, IA 52349-9332 802540511 802540512 + Vinton Masonic Lodge, 5822 28th Avenue, Vinton, IA 52349-9332 802540514 + Walsh Door & Security, 2600 Delaware Avenue, Des Moines, IA 50317-3532 802540515 + Wanda Matteson, 324 W. Phipps Street, La Plata, MO 63549-1161 802540516 + Wellmark Blue Cross Blue Shield, PO Box 14456, Des Moines IA 50306-3456 + West Bend Mutual Insurance Company, Bin 432, Milwaukee, WI 53288-0001 802540518

+ West Gate Adelphic Lodge #509, 1141 69th Street, Windsor Heights, IA 50324-1507

#### Case 22-00022-als7 Doc 71 Filed 08/11/24 Entered 08/11/24 23:09:30 Desc Imaged Certificate of Notice Page 7 of 15

District/off: 0863-4 User: auto Page 7 of 9 Date Rcvd: Aug 09, 2024 Form ID: pdf001 Total Noticed: 387

802540520	+ William & Barbara Yungclas, 1801 20th Street, K-35, Ames, IA 50010-5177
802556775	William M Humenczuk II, 8624 W 116th St, Overland Park, KS 66210-2828
802540521	+ William Nicholas Palmer, MD, 616 10th Street, Perry, IA 50220-2221
802546205	William R. & Barbara C. Yungclas, 1801 20th St K-35, Ames, IA 50010-5177
802543532	+ Wisconsin Physicians Service Insurance, a CMS Medicate Contractor, 1717 W. Broadway, PO Box 1787, Madison, WI 53701-1787
802540522	+ Woodley Service and Repair, 1231 K Avenue, Jefferson, IA 50129-7050
802540523	+ Wyait McChesney 2024 4th Street Perry 1A 50220-1124

**TOTAL: 359** 

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI). Electronic transmission is in Eastern Standard Time.

Recip ID 802540187	Notice Type: Email Address Email/Text: BankruptcyNotices@alliantenergy.com	Date/Time	Recipient Name and Address
802540187	Linau Text. Banktupicy140tices@amantenergy.com	Aug 09 2024 21:55:00	Alliant Energy/IPL, PO Box 3060, Cedar Rapids, IA 52406
802543491	+ Email/Text: CRA_AR@crai.com	Aug 09 2024 21:55:00	CRA International, Inc., PO Box 845960, Boston, MA 02284-5960
802540234	+ Email/Text: CRA_AR@crai.com	Aug 09 2024 21:55:00	CRA International, Inc., 200 Clarendon Street, Boston, MA 02116-5092
802540213	+ Email/PDF: AIS.cocard.ebn@aisinfo.com	Aug 09 2024 22:02:16	Capital One, PO Box 6492, Carol Stream, IL 60197-6492
802540223	+ Email/Text: CRA_AR@crai.com	Aug 09 2024 21:55:00	Charles River Associates, 200 Clarendon Street, Boston, MA 02116-5092
802540231	+ Email/Text: fnrobinson@coloniallife.com	Aug 09 2024 21:55:00	Colonial Life, Premium Processing, PO Box 903, Columbia, SC 29202-0903
802540242	+ Email/Text: markwalz@davisbrownlaw.com	Aug 09 2024 21:55:00	Davis, Brown, Koehn, Shors & Roberts PC, 215 10th Street, Ste. 1300, Des Moines, IA 50309-3616
802540260	+ Email/Text: Bankruptcy@directs.com	Aug 09 2024 21:55:00	Direct Supply, Inc., Box 88201, Milwaukee, WI 53288-8201
802540269	+ Email/Text: bankruptcynotices@ecolab.com	Aug 09 2024 21:55:00	Ecolab Pest Elimination Division, 26252 Network Place, Chicago, IL 60673-1262
802540300	+ Email/Text: accounting@goldleafpartners.com	Aug 09 2024 21:55:00	Goldleaf Partners, PO Box 806, Brainerd, MN 56401-0806
802540301	+ Email/Text: aream@goodwintucker.com	Aug 09 2024 21:55:00	Goodwin Tucker Group, 2900 Delaware Ave., Des Moines, IA 50317-3893
802540302	^ MEBN	Aug 09 2024 21:51:39	Grainger, Dept. 839027364, PO Box 419267,
802540304	+ Email/Text: dpetersen@greatamerica.com	Aug 09 2024 21:55:00	Great American Financial Services, PO Box
802540317	+ Email/Text: hope.abke@hobartservice.com	Aug 09 2024 21:55:00	660831, Dallas, TX 75266-0831  Hobart Service, ITW Food Equipment Group,
802540324	Email/Text: sbse.cio.bnc.mail@irs.gov	Aug 09 2024 21:55:00	LLC, PO Box 2517, Carol Stream, IL 60132-2517  Internal Revenue Service, PO Box 7346,
802540329	+ Email/Text: Investigations@dia.iowa.gov	Aug 09 2024 21:55:00	Philadelphia, PA 19101-7346  Iowa Dept. of Insp. & Appeals, Health Facilities Division, Lucas State Bldg- 3rd Floor, 321 East
802543508	+ Email/Text: legalsupport@iwd.iowa.gov	Aug 09 2024 21:55:00	12th Street, Des Moines, ÎA 50319-1002  Iowa Workforce Development, 1000 E Grand  Avenue, Des Moines, IA 50319-0220
802540390	+ Email/Text: creditmanagement@martinbros.com	Aug 09 2024 21:55:00	Martin Bros. Distributing Co., Inc., Attn: Accounts Receivable, PO Box 69, Cedar Falls, IA 50613-0010
802540407	Email/Text: pamela.hilsabeck@midamerican.com	Aug 09 2024 21:55:00	MidAmerican Energy Company, PO Box 4350 Credit, Davenport IA 52808-4350

# Case 22-00022-als7 Doc 71 Filed 08/11/24 Entered 08/11/24 23:09:30 Desc Imaged Certificate of Notice Page 8 of 15 District/off: 0863-4 User: auto Page

District/off: 0863-4	4	User: auto	Page 8 of 9
Date Rcvd: Aug 09	9, 2024	2024 Form ID: pdf001	
	+ Email/Text: bankruptcy@pb.com	Aug 09 2024 21:55:00	Pitney Bowes Global Financial Services, PO Box 371887, Pittsburgh, PA 15250-7887
	^ MEBN	Aug 09 2024 21:51:44	PointClickCare Technologies, Inc., PO Box 674802, Detroit, MI 48267-4802
	+ Email/Text: Triage_Bankruptcy_Notices@	progressive.com Aug 09 2024 21:55:00	Progressive Northern Insurance Co., Dept. 0561, Carol Stream, IL 60132-0001
802540457	Email/Text: contracts@relias.com	Aug 09 2024 21:55:00	Relias LLC, PO Box 74008620, Chicago, IL 60674
802540475	+ Email/Text: ar@scrubsonwheels.com	Aug 09 2024 21:55:00	Scrubs On Wheels, 1730 Gateway Court, Elkhart, IN 46514-8217
802540449	Email/Text: dllawbankruptcy@exchange.pr	Aug 09 2024 21:55:00	Principal Financial Group, Attn: RIS, 711 High Street, Des Moines, IA 50392
802540498	Email/Text: manderson@pioneercriticalpov	wer.com Aug 09 2024 21:55:00	Titan Energy Systems, Inc., d/b/a Pioneer Critical Power, PO Box 71490, Chicago, IL 60694
802540504	+ Email/Text: arbankruptcy@uline.com	Aug 09 2024 21:55:00	Uline, Attn: Accounts Receivable, PO Box 88741, Chicago, IL 60680-1741
802540517	+ Email/Text: rasketl@wellmark.com	Aug 09 2024 21:55:17	Wellmark Blue Cross Blue Shield of Iowa, PO Box 9232, Des Moines, IA 50306-9232
802540524	Email/Text: jshpayher@xcelmed.com	Aug 09 2024 21:55:00	XCEL Med LLC, 7444 W. Wilson, Harwood Heights, IL 60706

#### **BYPASSED RECIPIENTS**

The following addresses were not sent this bankruptcy notice due to an undeliverable address, \*duplicate of an address listed above, \*P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

Bypass Reason	Name and Address Delores Weston
	Gerald R Monk
	Laurence James Dodd
	Norine Huitt
	Anne Defenbaughc
	Brenda Barrow
	Brielle Duffy
	Deb Kruse
	Gina Kokemuller
	Greg Greenwood
	Inge M. Smothers
	Iowa Environmental Services, Inc.
	Jeanice Stratton
	Jennifer Rothfus
	Julie Simons
	Kim Laws
	Laura Orbell
	Linda Lee
	Lisa Eastman
	Margarita Vorrath
	Mary Means
	Megan Harrington
	Mike Divis
	Nancy Johnson
•	Rosa Canal
	Sharon Reeves
	Steve Cummings
	Tiffany Hull
	Viviana Garcia-Curiel
, <b>*</b> +	Health Dimensions Group, 12900 Whitewater Drive, Suite 201, Minneapolis, MN 55343-9407

TOTAL: 29

#### Case 22-00022-als7 Doc 71 Filed 08/11/24 Entered 08/11/24 23:09:30 Desc Imaged Certificate of Notice Page 9 of 15

District/off: 0863-4		0863-4	User: auto	Page 9 of 9	
Date Rcvd: Aug 09, 2024		Aug 09, 2024	Form ID: pdf001	Total Noticed: 387	
802540507 *P++		*P++	INTERNAL REVENUE SERVICE, CENTRALIZED INSOLVENCY OPERATIONS, PO BOX 7346, PHILADELPHIA PA 19101-7346, address filed with court:, United States Treasury, Internal Revenue Service, Ogden, UT 84201		
	802549660	*	Temple Commandery 4 Des Moines York Rite Bodies, c/o Iowa State Bank, 2301 128th Street, Urbande	ale, IA 50323-1818	
	802543523	*+	The City of Perry, PO Box 545, Perry, IA 50220-0545		
	802543486	##+	BTX Iowa, Inc., 3160 8th Street SW, Ste C, Altoona, IA 50009-1023		
	802540240	##+	Darlene Heaton, 970 Pulpit Rock Circle, Colorado Springs, CO 80918-7056		
	802540253	##+	Dennis Daniels, 126 Willow Lane Drive SW, Waverly, IA 50677-2035		
	802540290	##+	EX Nutrition Consulting PC, 3763 39th Avenue, Columbus, NE 68601-4530		
	802543498	##+	EZ Nutrition Consulting PC, PO Box 322, Columbus, NE 68602-0322		
	802543494	##+	Earl Walker, PO Box 392, Webster City, IA 50595-0392		
	802540271	##+	Empire Lodge 11269, 921 Church Street, Ottumwa, IA 52501-4223		
	802540287	##+	Estate of Sydney Anderson, c/o Jennifer & Ron Milne, 1701 Paul Street, Perry, IA 50220-2705		
	802540310	##+ Harland Ace Hardware, 628 First Avenue, Perry, IA 50220-1803			
	802540318	##+	Home and Garden Helpers LLC, TJ Meylum, 17833 G Avenue, Perry, IA 50220-6246		
802540352 ##+ Jim Sears, 2733 Thompson Drive, Ames, 1A 50010-4758					
	802540362 ##+ Jolene Peters, 21208 Knoble Avenue, Carroll, 1A 51401-8691				
	802540369	##+	Keith Gordon, 3769 NW 90th Place, Polk City, 1A 50226-2071		
	802540379	##+	Laurence James Dodd, 10101 W Palmenas Dr #202, Sun City, AZ 85373-3010		
	802540385	##+	Living Design, Inc., 47015 SD Highway 44, Worthing, SD 57077-5732		
802540432 ##+ Peggy Miller, 2409 parkview, Perry, IA 50220-2559					

TOTAL: 29 Undeliverable, 4 Duplicate, 16 Out of date forwarding address

#### **NOTICE CERTIFICATION**

I, Gustava Winters, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Aug 11, 2024	Signature:	/s/Gustava Winters
	_	

#### CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on August 9, 2024 at the address(es) listed below:

Name Email Address

Brian Galligan

on behalf of Creditor Jay Lindahl ESTATE bgalligan@galliganlaw.com

Charles Smith, trustee@telpnerlaw.com\_ia21@ecfebis.com

L Ashley Wieck
on behalf of U.S. Trustee United States Trustee ashley.wieck@usdoj.gov ashley.wieck@usdoj.gov

Rebecca A Brommel

on behalf of Creditor Millennium Rehab & Consulting Group Inc. brommel.rebecca@dorsey.com,

daugherty.michelle@dorsey.com

Robert C Gainer
on behalf of Debtor The Herman L. Rowley Memorial Trust rgainer@cutlerfirm.com 9643802420@filings.docketbird.com

United States Trustee

USTPRegion12.DM.ECF@usdoj.gov

Wilford L Forker
on behalf of Creditor The Attica Lodge No. 502 A.F. & A.M. forkerlaw@gmail.com

TOTAL: 7

SD IA-201 (12/09)

#### UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF IOWA

IN RE	) CHAPTER 7
THE HERMAN L. ROWLEY	) CASE NO. 22-00022-als7
MEMORIAL TRUST,	) NOTICE OF INTENT TO SELL
Debtor.	) PROPERTY (KNIPPER) AND BAR DATE ) NOTICE 8/30/2024

The undersigned Trustee of the estate of the Debtor(s) named above, subject to objection under Federal Rules of Bankruptcy Procedure, Rules 6004(b) & 9014, will sell the following property of the estate subject to any liens of record:

The Trustee's remainderman interest in the property shown on the attached Real Estate Sales Agreement.

to the following purchaser:

Christopher J. Knipper, 3103 265th Street, Hopkinton, IA 52237

for the following consideration:

Trustee is to receive 42,374% of the net sales price pursuant to the aforesaid Real Estate Sales Agreement. Said agreement shows a gross list price of \$760,000.00 for 69.16 acres. However, the final gross purchase price will be increased or decreased based upon \$10,989.01 per acre times the final net surveyed acres of the property.

NOTICE IS HEREBY GIVEN, any objections thereto must be served on the undersigned Trustee at the address listed below; the United States Trustee at 210 Walnut Street, Room 793, Des Moines, IA 50309-2108; the Debtor; and, Debtor's counsel. Any objection must be filed with the Clerk of Bankruptcy Court at 111 Locust Street, Office 320, Des Moines, Iowa 50309 within 21 days of the date of this notice and report.

Isl Charles L. Smith And I Audit Charles L. Smith, Trustee, AT0007415
Telpner Peterson Law Firm, LLP
25 Main Place, Suite 200
Council Bluffs, IA 51503
Telephone: (712) 325-9000
Facsimile: (712) 328-1946

E-mail: csmith@telpnerlaw.com

#### REAL ESTATE SALES AGREEMENT

Herington/Knipper - 69.16 Acres, m/l - Delaware County, Iowa

AGENCY DI	SCLOSURE
An agency disclosure must be made by the agent prior to any offer being made SELLER confirm that written disclosure of agency representation was provided	by the BUYER or accepted by the SELLER. By signing below the BUYER and to them prior to the signing of the REAL ESTATE SALES AGREEMENT.
BUYER further acknowledges having signed and received a copy of the SELLE its agents, employees and associates are not required, however, to discover I their real estate license.	R PROPERTY CONDITION DISCLOSURE FORM, if required. The BROKER, nidden defects in the property or give advice on matters outside the scope of
SELLER end/or BUYER request that Broker select, prepare and complete form groundwater hazard statements and declaration of value.	documents as authorized by Iowa law or rule, such as purchase agreements,
HERTZ REAL ESTATE SERVICES, Inc. , BROKER	, and TROY R. LOUWAGIE , licensee employed
by or associated with the Broker, represents the ⊠SELL	ER DBUYER of BOTH SELLER AND BUYER.
	ROKER, and KYLE J. BELL , licensee
employed by or associated with the Co-Broker, represent	is the DSELLER MBUYER.
BUYER(S):	SELLER(S):
	Delores R. Herington Life Estate
DecuSigned by:	DosuSigned by:
Christopher J. Europeir 8/7/2024	Deloris K. Hannigton 8/9/2024
By: Christopher J. Knipper DATE	By: Delores R: Herington DATE
•	Marcosto Harrista a New America.
	Steven Herington Life Estate
	Steven Herington
	8/9/2024
	By: Steven Herington DATE
	Herman L. Rowley Memorial Trust
	والمراجع ينتقن المراجع
	Clark hours Judie 424
	By: Charles L. Smith, Bankruptcy Trustee DATE Telpner Peterson Law Firm, LLP
PARTIES: Delores R. Herington Life Estate, Steven I	ferington Life Estate
AND Herman L. Rowley Memo	rial Trust (Seller) agrees to sell and convey to
Christopher J. Knippe	
Seller the following property situated in	Township, Delaware County, lows
That part the E½ of the SE½ of Section 35, Township 88 No	The second of the second secon
lying north/northeast of State Highway 38, AND Parcel B in	n the NEfr% of the NEfr% according to Plat recorded in Plat
	ge 4 West of the 5th P.M. Subject to roadways and easement
of records, Exact legal to be determined by survey and up	
	rights owned by Seller, but subject to any easements of record, restrictive covenants. The right is reserved to insert the exact
2. TOTAL PURCHASE PRICE SHALL BE:	
A. Earnest Money to be deposited upon execution o	
Real Estate Trust Account of Hertz Real Estate	
	A STATE OF THE STA
B. Funds Due at Settlement On <u>NOVEMBER 1, 20</u> Funds due at settlement shall be by bank cashiel	
TOTAL PURCHASE PRICE AS NOTED ABOVE	\$760,000.00
3. THIS OFFER CONTINGENT UPON THE ABILITY OF B	UYER TO: NO CONTINGENCIES
<ul> <li>Application of the state of the</li></ul>	IF NOT UNDERSTOOD, SEEK LEGAL ADVICE 02/2024

4.	TAXES AND SPECIAL ASSESSMENTS:
	<ul> <li>A. Real Estate taxès shall be prorated to <u>DATE OF CLOSING</u>.</li> <li>B. Any proration of taxes shall be based upon the taxes for the year currently payable. All subsequent taxes will be</li> </ul>
	paid by the Buyer.
	C. All special assessments spread on the Treasurer's book at the time of the acceptance of this offer are to be paid b
_	the Seller. All subsequent special assessments are to be paid by the Buyer.
5.	EARNEST MONEY: \$76,000.00 is to be deposited as Earnest Money within 5 business days upon execution of
·	this contract by all parties with HERTZ REAL ESTATE SERVICES as Escrow Agent. Additional Earnest
	Money, if any, shall be deposited with the Escrow Agent. If Indicated by "yes" in the following space NO, the earnes money shall be deposited by the Broker in an interest-bearing trust account and the interest earned thereon shall accrue
	for the benefit of N/A with interest credited to SS# or TIN# as per attached IRS W-9 Form); otherwise, the
	lowa Association of REALTORS® Foundation, a charitable non-profit entity, will receive the interest. Seller and Buye
	agree that Earnest Money held in the Hertz Real Estate Services Trust Account may be disbursed to a future-specifie
	Closing Agent within 72 hours of scheduled settlement date, or as directed by said Closing Agent, if necessitated.
6.	BROKER'S FEE: Seller agrees to pay HERTZ REAL ESTATE SERVICES Broker, herein as follows: to pa
	AS PER LISTING AGREEMENT of the total contract sales price in cash at the closing, payable in the Broker principal office.
7.	POSSESSION AND CLOSING: Settlement or closing shall be on or before <u>NOVEMBER 1, 2024</u> , or after objection
	to title have been cleared. Possession of the property shall be delivered to the Buyer SEE 31(B)
	its present condition, ordinary wear and tear excepted.
8.	
	and in the event the buildings and improvements on said real estate are destroyed or materially damaged by fire or other
	casualty before possession is given to Buyer, it is agreed that the insurance money received shall go to Buyer to replac or repair said damage. Buyer may obtain additional insurance.
9.	
10.	FIXTURES: All personal property that integrally belongs to or is part of the real estate, whether attached or detached
	such as, water pumps and systems, automatic heating equipment, electrical service cable, fencing and other attache
	fixtures, trees, bushes, shrubs and plants, feed bunks in the fence, installed fences and gates, propane tanks not under
	lease, water association rights where applicable, hog and cattle waterers in the fence or permanently installed, grains and both and cattle waterers buildings and both and cattle charles are represented by the charles
	storage buildings and hog and cattle sheds on permanent foundations, auger and conveyor systems shall be considere part of real estate and included in this sale except:
	NONE.
	All grain, livestock, hay, silage and non-realty property on the real estate are reserved by the Seller or Seller's tenant.
11.	
	date of this offer, will be preserved and delivered intact at the time possession is given.
	The agent makes no representations or warranties as to the physical or mechanical condition of the property, real or personal. Buyer accepts the property in its present condition.
12.	
	regarding the following items: 1. wells; 2. solid waste disposal; 3. hazardous wastes; 4. underground storage tanks; 8
	private burial site and 6. private sewage disposal system located on the Property. If any of these are located on the
	property, they are as follows: NONE.
	Brokers, their Agents, Employees and Associates shall not be responsible for any hazardous materials which may b
	found on this property which have not been disclosed by the Seller(s) or any other parties in interest and are not require
	to give advice on matters outside the scope of their real estate license.
Pag	ge 2 of 5 THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK LEGAL ADVICE 02/2024
pi e	IYER(S) INITIALS: DRH SH CES
QΨ	OELLEKISI INI IALSI 1977

- 13. REPRESENTATIONS: It is understood that no representations made by the Broker or salesperson in the negotiation of this sale are being relied upon unless incorporated herein in writing and this property has not been offered or shown to Buyer by another person or agency. Buyer declares they are purchasing on their own examination and judgment and not through any representations to them made by the Seller, or their agents, as to its location, size, value, future value, income therefrom or as to its production.
- 14. TIME: In the performance of each part of this agreement, time shall be of the essence.
- 15. ABSTRACT AND TITLE: Seller at their expense, shall continue the abstract of title and deliver to Buyer for examination. The abstract shall become the property of the Buyer when the purchase price is paid in full, and shall show merchantable title in conformity with this agreement and title law of the State of lowa and lowa Title Standards of the lowa State Bar Association. Each party shall pay costs of additional abstracting and/or title work due to their acts or omissions.
- 16. DEED: Upon payment of purchase price, Seller shall convey title by <u>WARRANTY</u> Deed(s), free and clear of liens and encumbrances, reservations, exceptions or modifications except as in this instrument otherwise expressly provided. All warranties shall extend to time of acceptance of this offer, with warranties as to acts of Seller up to time of delivery of deed. Seller to pay transfer tax.
- 17. JOINT TENANCY IN PROCEEDS AND IN SECURITY RIGHTS IN REAL ESTATE: If, and only if, the Seller(s), immediately preceding this offer, hold the title to the above described property in joint tenancy, and such joint tenancy is not later destroyed by operation of law or by acts of the Seller(s) then (1) the proceeds of this sale, and any continuing and/or recaptured rights of Seller(s) in real estate shall be and continue in Seller(s) as joint tenants with rights of survivorship and not as tenants in common; and (2) Buyer(s), in the event of the death of either Seller, agree to pay any balance of the proceeds of this sale to the surviving Seller and to accept deed from such surviving Seller.
- 18. REMEDIES OF THE PARTIES—FORFEITURE—FORECLOSURE—REAL ESTATE COMMISSION:
  - A. If the Seller(s) fails to fulfill this agreement, he/she will pay to the Broker the regular commission in full, and the Buyer shall have the right to have all payments, plus accrued interest, if any, returned or to proceed by any action or actions at law or in equity, and the Seller agrees to pay costs and attorney fees, and a receiver may be appointed.
  - B. If the Buyer fails to fulfill this agreement, the Seller may pursue forfeiture proceedings as provided in the Code of lowa, all payments made herein shall be forfeited and the earnest money deposit shall be divided equally between Seller and Agent. Any payment to Agent under this section shall not exceed commission referred to in Paragraph 6 of this agreement.
  - C. If In addition to the foregoing remedies, either party shall be entitled to any and all other remedies, or action at law or in equity, including foreclosure or specific performance, and the party at fault shall pay costs and attorney fees, and a receiver may be appointed. Either party will pay interest at the maximum legal rate on all amounts herein as and after they become delinquent.
- 19. APPROVAL OF COURT: If this property is an asset of any estate, trust or guardianship that requires court approval for sale, this contract shall be subject to Court approval. If necessary, the appropriate fiduciary shall proceed promptly and diligently to bring the matter on for hearing for Court approval. (In that event, the Court Officer's Deed shall be used.)
- 20. ALL FUNDS DEPOSITED hereunder as part payment as herein above set forth shall be held by Broker as Closing Agent, in trust pending acceptance of this offer, examination of the abstract and delivery of deed or formal contract. Buyer authorizes the company or persons financing his/her purchase to pay all funds to Broker as Closing Agent for the Seller and Seller authorizes such Agent to accept same. It is agreed that at time of settlement, funds of the purchase price may be used by Closing Agent to pay taxes, liens and other sales or purchase expenses of Seller and Buyer to comply with the above requirements; same to be handled under supervision of the Broker as Closing Agent and subject to approval of Buyer's attorney on title questions to produce merchantable title.
- 21. CONTRACT BINDING ON SUCCESSORS IN INTEREST: This contract shall apply to and bind the successors in interest of the respective parties.
- 22. TENANT: If indicated by "yes" in the following space YES , it shall be the responsibility of Seller at Seller's expense to see to the termination of all rights of existing tenants so Buyer shall have sole possession, subject to the 2024 existing Lease, and at closing Seller shall exhibit evidence satisfactory to Buyer of such termination.
- 23. CONSERVATION PROGRAM CONTRACT(S): Seller assigns all right, title and interest in any Conservation Program contract(s) for said real estate to Buyer. Seller reserves the right to receive from the Farm Service Agency and/or Natural Resource Conservation Service office their prorated share of any Conservation Program payment(s) prorated to N/A. By acceptance hereof, Buyer, their successors and assigns, assume all obligations for compliance with the terms of said Conservation Program Contract(s).
- 24. WORDS AND PHRASES herein, including any acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.
- 25. WATER/SANITARY SYSTEMS: N/A will assume all responsibilities, including costs, for compliance of all county and state regulations covering the sanitary and water systems on the property.

Page 3 of 5	THIS IS A LEGALLY BINDING CONT	RACT. IF NOT UNDERS	TOOD, SEEK LEC	SAL ADVICE	02/2024
BUYER(S) INITIAL	s. Uk	SELLER(S) INITIALS:	Drit	SH .	CU

# Case 22-00022-als7 Doc 71 Filed 08/11/24 Entered 08/11/24 23:09:30 Desc Docusion Envelope ID: CEEEB78B-E0F9-4A1B-ABI TO GEEEB78B-E0F9-4A1B-ABI TO GE

- 26. ELECTRONIC SIGNATURES on this agreement and/or faxed/scanned copies of signed agreement shall be considered valid.
- 27. COUNTERPARTS: If more than one person is named as a Seller and/or Buyer herein, this contract may be executed by each Seller and Buyer, separately, and when so executed, such copies taken together shall be deemed to be a full and complete contract between the parties.
- 28. SEVERABILITY: If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 29. IRS §1031 TAX-DEFERRED EXCHANGE:
  - (A) Seller reserves the right to structure this transaction as a tax-deferred exchange under Internal Revenue Code §1031. Buyer shall cooperate to complete the said exchange. Seller shall be responsible for all expenses related to seller-initiated exchange.
  - (B) Buyer shall have the right to assign this Agreement without consent of the Seller, prior to closing, in order to affect a Like-Kind Section \$1031 Tax-Free Exchange at no additional cost to Seller. Buyer shall be responsible for all expenses related to a buyer-initiated exchange.
- ADDENDUM: There \_\_\_\_ is \_\_X \_\_ is not an Addendum attached that is part of this Agreement. Said Addendum consists of \_\_\_\_ pages.
- 31. OTHER PROVISIONS:
  - (A) Seller, at Seller's expense, to survey the property prior to closing. The Final Purchase Price will be adjusted up or down based on \$10,989.01 per acre times final net surveyed acres.
  - (B) Buyer acknowledges there is a Cash Rent Lease in place for the 2024 crop year. Seller shall retain 100% of the 2024 cash rent. Possession to be at closing, subject to the existing lease.

AUGUST

2024.

Offer presented this 7th day of AUGUST , 2024, and null and void if not accepted on or before AUGUST 9, 2024 @ 12:00 P.M.

ACCEPTED THIS 9th DAY OF

BUYER(S):		SELLER(S):	
Christopher J. knipper	8/7/2024	Delores R. Herington Life Estate  Duorus K. Hurington	₹8/9/2024
By. Christopher J. Knipper	DATE	By: Delores R. Herington	DATE
	·	Steven Herington Life Estate  Docusioned by:	
		Steven Herington	8/9/2024
		By: Steven Herington	DATE
		Herman L. Rowley Memorial Trust	
		Under h histo Tentel	8.8-24
		By: Charles L. Smith, Bankruptcy Trustee Telpner Peterson Law Firm, LLP	DATE
	*** - * - * - * - * - * - * - * - * - *		<del></del>

BUYER'S	BROKER:	'SELLER'S	SELLER'S BROKER:				
Kylo J. Bo	ii	Troy R. Lo	Troy R. Louwagle Representing Agent Name				
Representi	ng Agent Name	Representi					
HERTZ FA	RM MANAGEMENT, Inc.	HERTZ RE	HERTZ REAL ESTATE SERVICES, Inc.				
Brokerage	Name	Brokerage	Brokerage Name				
Address:	102 Pallsades Road	Address:	102 Palisades Road				
	Mount Vernon, IA 52314		Mount Verrion, IA 52314:				
Phone:	(563) 451-4956	Phone:	(319) 721-4068				
Email:	kyleb@hertz.ag	Emall:	troyl@hertz.ag				
Phone:	Mount Vernon, IA 52314 (563) 451-4956	Address: Phone: Email:	102 Palisades Road Mount Vernon, IA 52314 (319) 721-4068				

# Exhibit 'A'



Page 5 of 5 THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK LEGAL ADVICE 02/2024

BUYER(S) INITIALS: DKH SH CU

#### Case 22-00022-als7 Doc 72 Filed 08/11/24 Entered 08/11/24 23:09:30 Desc Imaged Certificate of Notice Page 1 of 15

United States Bankruptcy Court

Southern District of Iowa

In re:

Case No. 22-00022-als

The Herman L. Rowley Memorial Trust

Debtor

Chapter 7

#### **CERTIFICATE OF NOTICE**

District/off: 0863-4 Date Rcvd: Aug 09, 2024 User: auto Form ID: pdf001

Page 1 of 9 Total Noticed: 387

The following symbols are used throughout this certificate: Definition

**Symbol** 

Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS

regulations require that automation-compatible mail display the correct ZIP.

Addresses marked '++' were redirected to the recipient's preferred mailing address pursuant to 11 U.S.C. § 342(f)/Fed. R. Bank. P. 2002(g)(4). Addresses marked '^' were sent via mandatory electronic bankruptcy noticing pursuant to Fed. R. Bank. P. 9036.

Addresses marked '#' were identified by the USPS National Change of Address system as requiring an update. While the notice was still deliverable,

the notice recipient was advised to update its address with the court immediately.

Addresses marked "##" were identified by the USPS National Change of Address system as undeliverable. Notices will no longer be delivered by the USPS to these addresses; therefore, they have been bypassed. The debtor's attorney or pro se debtor was advised that the specified notice was ##

undeliverable.

#### Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Aug 11, 2024:

<b>Recip ID</b> db	+	Recipient Name and Address The Herman L. Rowley Memorial Trust, c/o Neil Paulsen, 1326 200th Street, Avoca, IA 51521-3215
cr	+	Bertha Couser, 1642 S. G Ave. Unit 402, Nevada, IA 50201-2824
acc	+	Eric Brewer, TBB Advisors, LLP, 12245 Stratford Dr, Clive, IA 50325-8147
cr .	+	Millennium Rehab & Consulting Group, Inc., c/o Dorsey & Whitney, Rebecca Brommel, 801 Grand Ave Ste 4100, Des Moines, IA 50309-8002
traty	+	Telpner Peterson Law Firm, LLP, 25 Main Place, Suite 200, Council Bluffs, IA 51503-0790
r	+	Troy R Louwagie, Hertz Real Estate Services, PO Box 50, Mt. Vernon, IA 52314-0050
802540174	+	11Tsource, 8350 Hickman Road, Ste. 14, Cilve, IA 50325-4311
802540175	+	AAF International, 24828 Network Place, Chicago, IL 60673-1248
802543478	+	AARP, United Healthcare Claim Division, PO Box 740819, Altanta, GA 30374-0819
802540182	+	ADP, LLC., PO Box 842875, Boston, MA 02284-2875
802540177	+	Ability Network, Inc., 100 6th Street, Suite 900A, Minneapolis, MN 55485-0001
802543479	+	Ability Network, Inc., PO Box 740819, Minneapolis, MN 55485-0001
802540178	+	Access Systems, PO Box 8366, Des Moines, IA 50301-8366
802540179	+	Access Systems Leasing, PO Box 660831, Dallas, TX 75266-0831
802540180	+	Accushield, 2030 Powers Ferry Rd SE, Suite 360, Atlanta, GA 30339-5016
802543480	+	Adams, Evans & Ross, Inc, GrapeTree Medical Staffing, Inc, 3760 Sixes Rd, Ste. 126, Canton, GA 30114-8180
802540181	+	Adams, Evans & Ross, Inc, 1201 W. Peachtree Street, Stc. 2300, Atlanta, GA 30309-3453
802540183	+	Adrian Klepinger & Nancy Lyle, 1400 Illinois Street, Bedford, IA 50833-1026
802549022	+	Adrian R. Klepinger, 1400 Illinois St., Bedford, IA 50833-1026
802540184	+	Advanced Medical Transport of Iowa, 7520 Solution Center, Chicago, IL 60677-7005
802543481	+	Aetna, PO Box 981106, El Paso, TX 79998-1106
802543482		Affordable Quality Roofing & Exteriors, 163906 H Ave, Perry, IA 50220
802540185	+	Affordable Quality Roofing & Exteriors, 16906 H Ave, Perry, IA 50220-6336
802543483	+	Align Technology, Inc., ActivLife Solutions LLC, 1124 Merrill Avenue, Wausau, WI 54401-2760
802540186	+	Align Technology, Inc., 410 N. Scottsdale Rd., Ste. 130, Tempe, AZ 85288-7094
802540188	+	Amerigroup, PO Box 933657, Atlanta, GA 31193-3657
802543484	+	Amerigroup Iowa, Inc., PO Box 7368, Columbus, GA 31908-7368
802540189	+	Amerigroup Iowa, Inc., 4800 Westown Parkway, West Des Moines, IA 50266-6741
802540190	+	Ameritas Life Insurance Corp., PO Box 650730, Dallas, TX 75265-0730
802540192	+	Apollo Corporation, 450 Main Street, Somerset, WI 54025-9633
802540193	+	Ascent Management, LLC., 9030 162nd Lance NW, Ramsey, MN 55303-3400
802540194	+	Attica Lodge 11502, 417 Evans Street, P.O. Box 338, Sloan, IA 51055-0338
802540208	+	BTX Iowa, Inc., 1065 Executive Parkway Dr., Suite 220, St. Louis, MO 63141-6367
802540195	+	Bellevue Mason Lodge 1151 - John Pitlo, PO Box 26, Bellevue, IA 52031-0026
802540196	+	Ben Vannatta, c/o Teresa Mowrer, 2595 262nd Lane, Guthrie Center, IA 50115-8875
802540197	+	BerganKDV, PO Box 2100, Waterloo, IA 50704-2100
802543485	+	BerganKDV, PO Box 735484, Dallas, TX 75373-5484
802540198	+	Bergkamp Hemphill McClure PC, 218 S. 9th Street, Adel, IA 50003-1733
802556434	+	Bertha JoAnn Couser, 1642 S. G Ave. Unit 402, Nevada, IA 50201-2824

#### Doc 72 Filed 08/11/24 Entered 08/11/24 23:09:30 Case 22-00022-als7

Desc Imaged Certificate of Notice Page 2 of 15 District/off: 0863-4 User: auto Page 2 of 9 Date Rcvd: Aug 09, 2024 Total Noticed: 387 Form ID: pdf001 + Beverly Whiton, c/o Lori Whiton Drummon, 5117 Karen Drive, Panora, IA 50216-8747 802540200 + Bill Humencuk, 8624 West 116th Street, Overland Park, KS 66210-2828 802540201 Bill Kooistra, 3125 Riverside Drive NE, Cedar Rapids, IA 52411-7438 802540202 Bradshaw Fowler Proctor & Fairgrave, 801 Grand Avenue, Ste. 3700, Des Moines, IA 50309-2727 802540204 Brian Johnson, 32924 - 240th Street, Glidden, IA 51443-8747 802540206 Brooke Trent, Trent Law Firm, PLLC, 3429 Midway Drive, Cedar Falls, IA 50613-6056 802540207 + Brooks Lodden P.C., 1441 - 29th Street, Ste. 305, West Des Moines, IA 50266-1309 802540209 + BulbGuy Lighting, PO Box 65155, West Des Moines, IA 50265-0155 802540210 C & N Development, Inc., 7050 NW 14th Street, Ankeny, IA 50023 802540216 + CBS Staffing, LLC., 7517 Douglas Ave, Ste. 17, Urbandale, IA 50322-3075 802543488 + CED Des Moines, PO Box 310654, Des Moines, IA 50331-0654 802540225 + CHI National Homecare, 1700 Edison Drive, Ste. 300, Milford, OH 45150-2729 802540211 + Caitlin-Morgan Insurance Services, 5875 Castle Creek Pkwy N. Dr., Ste. 215, Indianapolis, IN 46250-4381 802540212 + Camblin Mechanical, INc., 714 West 7th Street, PO Box 520, Atlantic, IA 50022-0520 802540214 + Card Services, PO Box 875852, Kansas City, MO 64187-5852 802540215 + CareerStaff Unlimited, 6333 North State HWY 161, Ste. 100, Irving, TX 75038-2217 802543487 + CareerStaff Unlimited, Harborside Rehabilitation Ltd Partnershi, PO Box 301076, Dallas, TX 75303-1076 802540218 + Centers for Medicare & Medicaid Recovery, P.O. Box 138832, Oklahoma City, OK 73113-8832 802540219 + Centers for Medicare & Medicaid Services, Mail Stop C3-11-03, PO Box 7520, Baltimore, MD 21207-0520 802540220 + Central Iowa Distributing, INc., 19 South 21st Street, PO Box 891, Fort Dodge, IA 50501-0891 802540221 + Central Iowa Foot Clinic PC, 2718 Willis Avenue, Perry, IA 50220-2346 802543489 + Century Laundry Distrib., Inc., PO Box 5818, Cedar Rapids, IA 52406-5818 802540222 + Century Laundry Distrib., Inc., c/o Richard T Avis., 8755 West Higginds Road, Ste. 610, Chicago, IL 60631-2751 802540224 + Chas E. Goering, 3710 SE Capital Circle, Ste. B, Grimes, IA 50111-5046 802540226 + Chuy's Auto Service, LLC., 1525 W 2nd Street, Perry, IA 50220-1452 802540227 + City of Perry, PO Box 545, Perry, IA 50220-0545 802540228 + Clint Frey, Clint's LawnCare, 13211 Y Avenue, Madrid, IA 50156-5539 802540229 + CobraHelp, 1620 High Street, Denver, CO 80218-1304 802540230 + Collins Living Trust, 2500 Grant Street, Bettendorf, IA 52722-5092 802540232 + Connett Services LLC., 101 E Sheridan Avenue, Des Moines, IA 50313-4948 802540233 Continental Fire Sprinkler, PO Box 30036, Omaha, NE 68103-1136 802543490 Continental Fire Sprinkler, 4518 South 133rd Street, Omaha, NE 68137-1141 802540235 Crescent Electric Supply Co, PO Box 500, East Dubuque, IL 61025-4418 802540236 + Cyber Advisors, Inc., 7550 Meridian Circle N, Maple Grove, MN 55369-4930 802551146 DFAS-DGG-CO, 1240 East 9th Street, Room 1479, Cleveland, OH 44199-9904 802540262 + DJ Services LLC, 2460 - 337th Street, Perry, IA 50220-8500 + Dale Luckinbill, 204 Cartwright Street, PO Box 38, Rippey, IA 50235-0038 802540237 802540238 + Dallas County Hospital, 610 Tenth Street, Perry, IA 50220-2249 802540239 + Dallas County Treasurer, Mitch Hambleton, 801 Court Street, Room 201, Adel, IA 50003-1476 802540241 David Nolte, 1375 - 120th Street, Durant, IA 52205 802540244 + Delbert Jackson, 2000 Jackson Park Drive, Bellevue, IA 52031-9154 802540245 Delbert Jackson or Delbert Jackson IIIT, 2000 Jackson Park Drive, Bellevue, IA 52031-9154 Delbert Jackson or Gerald Jackson, 2000 Jackson Park Drive, Bellevue, IA 52031-9154 802540246 802540247 Delbert Jackson or Lynn Banks, 2000 Jackson Park Drive, Bellevue, IA 52031-9154 802540248 + Delbert Jackson or Patrick Wood, 2000 Jackson Park Drive, Bellevue, IA 52031-9154 802540249 + Delbert Jackson or Roger Jackson, 2000 Jackson Park Drive, Bellevue, IA 52031-9154 802540250 Delbert Jackson or Sherri Jackson-Grant, 2000 Jackson Park Drive, Bellevue, IA 52031-9154 802540251 Delores M Weston, 5300 South Main St Apt 29, Cedar Falls, IA 50613-7426 802540252 + Deluxe, PO Box 4656, Carol Stream, IL 60197-4656 802540254 + Dennis Ulrich, 2121 Terrace Avenue, Rippey, IA 50235-7016 802543492 Department of Criminal Investigations, DCI Special Operations Bureau - 1st Fl., 215 East 7th Street, Des Moines, IA 50319-1902 802540255 + Des Moines Area Community College, Account Receivable, 2006 S. Ankeny Blvd, Ankeny, IA 50023-8995 802540256 Des Moines Orthopaedic Surgeons, 6001 Westown Parkway, West Des Moines, IA 50266-7719

Diagnostic Imaging Associates, PO Box 14549, Des Moines, IA 50306-3549

+ Disabled American Veterans, 210 Walnut Street, #566, Des Moines, IA 50309-2114

+ Doug & Mary Bruce, 1869 Glen Oaks Drive, West Des Moines, IA 50266-6608

+ Earl & Cynthia Spencer, 220 North Oak Street, Janesville, IA 50647-1006

Diamond Oil Company, PO Box 955, Des Moines, IA 50304-0955

+ Dick and Jo Couser, 1642 S G Avenue, Apt. 402, Nevada, IA 50201-2824

+ Disabled American Veterans, PO Box 295, Cedar Falls, IA 50613-0018

+ Dorsey & Whitney LLP, PO Box 1680, Minneapolis, MN 55480-1680

+ Dress Co, 609 N. Carroll Street, PO Box 585, Carroll, IA 51401-0585

+ Dolly's Transport, 604 Clay Street, Cedar Falls, IA 50613-2904

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#### Doc 72 Entered 08/11/24 23:09:30 Case 22-00022-als7 Filed 08/11/24 Imaged Certificate of Notice Page 3 of 15

District/off: 0863-4

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User: auto Page 3 of 9 Date Rcvd: Aug 09, 2024 Form ID: pdf001 Total Noticed: 387 802540268 + Earl Walker, Maurice Jules, PO Box 391, Webster City, IA 50595-0391 802543495 + Ecolab Pest Elimination Division, 7373 Kirkwood Court, Ste. 200, Maple Grove, MN 55369-5264 802540270 + Elite Electric & Utility Contractors, 1403 Sugar Grove Avenue, Dallas Center, IA 50063-2028 802540272 + Encompass Group LLC, 615 Macon Street, McDonough, GA 30253-3531 802543496 + Encompass Group LLC, Dept. 40254, PO Box 740209, Atlanta, GA 30374-0209 802540273 Equity Lodge No. 131, PO Box 265, Janesville, IA 50647-0265 802540274 + Eric Morman, Gunther's Snowremoval & Lawncare, 2365 D Avenue, Perry, IA 50220-7565 802540275 + Eric Oberg, 2022 44th Street, Des Moines, IA 50310-3009 802540276 + Estate of Ann Lundy, c/o Kelli Lundy, 734 Alkatraz Avenue, #4, Oakland, CA 94609-1043 802540277 + Estate of Arthur Shoesmith, c/o SHirley Shoesmith, 1413 Highview Drive, Perry, IA 50220-2309 802540278 + Estate of Bertha Hanselman, c/o Doug Hanselman, 2013 NW Pleasant Street, Ankeny, IA 50023-8918 802540279 + Estate of Delores Holcomb, c.o Debra Van Gundy, 1212 31st Street, Perry, IA 50220-2365 802540280 + Estate of Doris Pantier, c/o Mike Lientz, 17650 J Avenue, Perry, IA 50220-6374 802540281 + Estate of Jay Lindahl, c/o Galligan Law PC, 300 Walnut St, Suite 5, Des Moines, IA 50309-2233 802540282 + Estate of Jon Peters, c/o Larry Meachum, 1813 Estella, Perry, IA 50220-2234 802540283 + Estate of Karen Ruggle, c/o Donald Ruggle, 2640 Willis Avenue, Perry, IA 50220-2344 802540284 + Estate of Kathern Purser, c/o Larry Smidt, 1308 Grove Street, Adel, IA 50003-1023 + Estate of Phillip Sloan, c/o Chad Sloan, 201 S. Cedar Street, Jefferson, IA 50129-2209 802540285 802540286 + Estate of Polly Taylor, c/o Kevin Taylor, 1116 North 25th Street, Council Bluffs, IA 51501-0883 802540288 + Evan Harkin, 14835 95th Street, Otsego, MN 55330-7156 802540289 + Everette Carroll, 1416 - 400th Street, Avoca, IA 51521-3102 + EveryStep Hospice, 3000 Eastern Blvd., Des Moines, IA 50317-3124 802543497 802540291 + Fareway Stores, Inc., 1315 Willis Avenue, Perry, IA 50220-1653 802540292 + Fessler Carbonic Gas, 2012 East Ovid, Des Moines, IA 50313-4743 802540293 + Finneseth, Dalen & Powell, P.L.C., 1401 Willis Avenue, PO Box 487, Perry, IA 50220-0487 802540294 First National Bank, PO Box 846, Ames, IA 50010-0846 802540295 Flowers by Donna Jean, 215 South Main Street, Woodward, 1A 50276 802540296 + Fred & Mary Peterson, 21593 141st Street, Perry, IA 50220-6009 802540306 + GRP & Associates, Inc., PO Box 94, Clear Lake, IA 50428-0094 802540297 + GateHouse Media, 175 Sully's Trail, Pittsford, NY 14534-4560 802543499 + GateHouse Media, DB Iowa Holdings, PO Box 32029, Lakeland, FL 33802-2029 + General Counsel, Dept. of Health and Human Services, 200 Independence Avenue SW, Washington, DC 20201-0007 802551145 802540298 + Gerald R Monk (Eloise L. Monk, Dec'd.), 4330 Snowgoose Dr., Marion, IA 52302-6281 + Goodwin Tucker Group, PO Box 3285, Des Moines, IA 50316-0285 802543500 802540303 + Grand Lodge of Iowa, PO Box 279, Cedar Rapids, IA 52406-0279 802543501 + Grand Lodge of Iowa, A.F. & A.M., 813 1st Avenue SE, Cedar Rapids, IA 52402-5001 802540307 + Guy Posey, 2800 Summit, Sioux City, IA 51104-3743 802540308 + H. Darrell Hibbs, 2420 Pine Circle, Urbandale, IA 50322-4404 802551826 + H. Darrell Hibbs & Jean A. Hibbs, 2420 Pine Circle, Urbandale, IA 50322-4404 + Handicare USA, Inc., PO Box 360660, Pittsburgh, PA 15251-6600 802543502 802540309 + Handicare USA, Inc., 10888 Metro Court, St. Louis, MO 63043-2413 802543503 + Harland Ace Hardware, 1305 141st Street, Perry, IA 50220-8128 802540311 + Health Care Information Systems, 450 Regency Parkway, Ste. 100, Omaha, NE 68114-3764 802540313 + Health Dimensions Group, 12900 Whitewater Drive, Suite 201, Minneapolis, MN 55343-9407 802540312 + Health Dimensions Group, 12900 Whitewater Drive, Ste. 201, Minnestonka, MN 55343-9407 802540314 + Hebron Lodge 11374 c/o Ken Irvine, 552 Williams Creek Road, Postville, IA 52162-8509 802540315 + Heritage Company, PO Box 639590, Cincinnati, OH 45263-9590 802540316 + Hiland Dairy, PO Box 801515, Kansas City, MO 64180-1515 802540319 + Hoodz of Central Iowa, 5327 NW 2nd Avenue, Des Moines, IA 50313-1707 802540320 + Hulgan, 801 1st Street, Perry, IA 50220-1702 802540321 + HyVee, Attn: Accounts Receivavle, 5820 Westown Parkway, West Des Moines, IA 50266-8223 802540322 + ILTCRMA, c/o Iowa State Bank, Attn: Trust Department, 2301 128th Street, Urbandale, IA 50323-1818 ++ IOWA DEPARTMENT OF REVENUE, ATTN BANKRUPTCY UNIT, PO BOX 10471, DES MOINES IA 50306-0471 address filed 802540328 with court:, Iowa Department of Revenue, PO Box 10413, Des Moines, IA 50319 802540325 #+ Iowa Board of Pharmacy, 400 SW 8th Street, Ste. E, Des Moines, IA 50309-4633 802540326 + Iowa Central Community College, One Triton Circle, Fort Dodge, IA 50501-5798 802540327 Iowa Department of Human Services, Estate Recovery Program, PO Box 364445, Des Moines, IA 50315 + Iowa Department of Labor, 150 Des Moines Street, Des Moines, IA 50309-1836 802543505 802540330 + Iowa Diagnostic Imaging, PO Box 958372, Saint Louis, MO 63195-8372 + Iowa Division of Labor Services, Boiler Safety Section, 1000 East Grand Avenue, Des Moines, IA 50319-1007 802540331 802540333 + Iowa Health Care Association, 1775 90th Street, West Des Moines, IA 50266-1563

Iowa Insurance Division, Atm: Karen Pfab, Two Ruan Center, 601 Locust Street, 4th Floor, Des Moines, IA 50309-3711

+ Iowa Heart Center, PO Box 9170, Des Moines, IA 50306-9170

District/off: 0863-4 User: auto Page 4 of 9 Date Rcvd: Aug 09, 2024 Total Noticed: 387 Form ID: pdf001 + Iowa Insurance Division, 1963 Bell Avenue, #100, Des Moines, IA 50315-1011 802540336 Iowa Medicaid Enterprise, PO Box 310280, Des Moines, IA 50331-0280 802540337 Iowa Orthopedic Center PC, 450 Laurel Street, Des Moines, IA 50314-3084 802540338 + Iowa Total Care, 1080 Jordan Creek Parkway, West Des Moines 1A 50266-6014 802543507 + Iowa Total Care, PO Box 958092, St. Louis, MO 63195-8092 802540365 + JRX Pharmacy Services, 2404 Avenue L, Fort Madison, IA 52627-3933 802540339 Jack Schoup, 10211 Avenue, Reinbeck, IA 50669 802543509 + Jack Schoup, 1021 I Avenue, Reinbeck, IA 50669-9650 802540340 + James & Susan Converse, 1519 Johnson Street, Ames, IA 50010-4439 802573931 + James Blattner, 3675 Massey Road, Everson, WA 98247-9552 802540341 + James Dearduf, 1355 NW 105th Street, Clive, IA 50325-6659 802547719 James E. Dearduff, 1355 NW 105th Street, Clive, IA 50325-6659 802556529 + James M Blattner, 3675 Massey Road, Everson, WA 98247-9552 802540342 + Janet Snell, 2943 Walnut Trail, Stuart, IA 50250-8530 802540343 Jansen Plumbing LLC, 225 E. Avenue, Perry, IA 50220 802543510 + Jansen Plumbing LLC, 2225 E. Avenue, Perry, IA 50220-7572 802546279 + Jaspering Electric Inc., 2716 SE 5th Street Suite 2, Ames, IA 50010-7713 802540344 + Jaspering Electric, Inc., 2716 SE 5th Street, Unit 2, Ames, IA 50010-7713 802540345 + Javiers Construction, 15591 141st Street, Perry, IA 50220-6202 802540346 + Jay Hennings, 1811 W 38th Place, Davenport, IA 52806-5416 802540348 + Jeffrey Fessler, 820 4th Street, Perry, IA 50220-1726 802540350 + Jerry & Sharon L'eazer, 2056 Fir Avenue, Batavia, IA 52533-7644 802540351 + Jesseca Perez, 307 7th Street, Perry, IA 50220-1881 802540353 + Joan Jamison, 433 SW Franklin Drive, Ankeny, IA 50023-2703 802540354 Joe Pomplun, 805 South Court, Omaha, NE 68118 802540355 + Johannus Pitlo, 30078 395th Avenue, Bellevue, IA 52031-9645 802540356 + John & Carol White, 2717 - 248th Street, Oskaloosa, IA 52577-9677 802540357 + John & Susan Peters, 920 Diagonal Road, Perry, IA 50220-8119 802540358 + John Blattner, 4713 Panorama Drive, Panora, IA 50216-8632 802540359 + John Leefers, 451 Wilder Drive, Cedar Rapids, IA 52403-3235 802540360 + John Powell, 16659 - 141st Street, Perry, IA 50220-6206 802556379 + John W Blattner, 4713 Panorama Drive, Panora, IA 50216-8632 + John and Vivian Pitlo, 30078 395th Ave., Bellevue, IA 52031-9645 802555797 802540361 + Johnson, Kramer, Mulholland, Cochrane &, Cochrane P.L.C., 809 Central Avenue, Ste. 600, Fort Dodge, IA 50501-3937 802540363 + Jose S. Gonzalez, Lorenzo's Carpet Cleaning, 1524 North Street, Perry, IA 50220-1235 802540364 Joy Doud, 1307 Rittenhouse Street, Des Moines, IA 50315-6531 802540367 + K & R Consulting Group, Inc., 8711 Windsor Parkway, Ste. 1, Johnston, IA 50131-2296 802540368 + KDLS/KKRF/KGRA Radio, Raccoon Valley Radio, 22562 141st Drive, Perry, IA 50220-6006 802540370 + Keith Wells, 1020 13th Street, Boone, IA 50036-2127 802540371 #+ Kent Naughton, 202 Ken Maril Road, Ames, IA 50010-8556 802540372 + Kilwinning Lodge 11198 c/o Jerry Leazer, 2056 Fir Avenue, Batavia, IA 52533-7644 802543512 + Kindred at Home, PO Box 4060, Mooresville, NC 28117-4060 802540374 + Kindred at Home, 3350 Riverwood Parkway, Ste. 1400, Atlanta, GA 30339-3314 802543513 + Kronos, PO Box 744724, Atlanta, GA 30374-4724 802540375 + Kronos, 2000 Ultimate Way, Weston, FL 33326-3643 802553917 + Kronos, Inc., c/o Catherine R Choe, Esq., 420 South Orange Avenue, Suite 1200, Orlando, FL 32801-4904 802540376 + Kurt Brown, 5520 - 410th Street, Primgar, IA 51245-7545 802540377 + Larry Dutton, 1221 W. Woodbine Drive, Dunlap, IA 61525-9518 802556308 + Laura DAngelo, 601 E. 12th Street, Suite N1800, Kansas City, MO 64106-2818 802540380 + Lee Agency, 200 Ford Avenue, Mescatine, IA 52761-5660 802540381 + Lenny Hudson, 6745 SE 55th Court, Box 152, Carlisle, IA 50047-9798 802540382 + Linda Herman PC, PO Box 705, Ankeny, IA 50021-0705 802540386 + Lorenzo's Carpet Cleaning, 1524 North Street, Perry, IA 50220-1235 802543517 MEDLINE INDUSTRIES INC, ATTN ANNE KISHA, ONE MEDLINE PL, MUNDELEIN IL 60060-4486 address filed with court:, Medline Industries, Inc., Dept CH 14400, Palatine, IL 60055 802540387 + Management and Network Services, 6500 Emerald Parkway, Suite 310, Dublin, OH 43016-7460 802543515 + Management and Network Services, PO Box 73996, Cleveland, OH 44193-0002 802540389 + Mark & Chris Huston, 1825 130th Street, Wellman, IA 52356-9661 802540391 + Martina Olson, 755 SE Gateway Drive, #304, Grimes, IA 50111-3312

+ Marvin Condra, 11230 Hwy 5, Unionville, MO 63565-3012

+ Mary Moore, 3856 Oakwood Place, Riverside, CA 92506-1877

+ Marvin Condra or Jaynee Morehead, 11230 Hwy 5, Unionville, MO 63565-3012

, Matthew D Piersall, 3716 First Ave NE, Cedar Rapids, IA 52402-6106 ,

802540392

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802540395

District/off: 0863-4 User: auto Page 5 of 9 Date Royd: Aug 09 2024 Total Noticed: 387

Date Rcvd: Aug 09	9,	2024 Form ID: pdf001	7
802540396	+	McDonald Hopkins LLC, 600 Superior Avenue E, Ste. 2100, Cleveland, OH 44114-2653	
802540397	+	McGrath North, Attn: Accounts Receivable, 1601 Dodge Street, Ste. 3700, Omaha, NE 68102-1627	
802540398		McKesson Medical-Surgical, 9954 Maryland Drive, Richmond, VA 23233	
802543516	+	McKesson Medical-Surgical, Minnesota Supply, Inc, PO Box 630693, Cincinnati, OH 45263-0693	
802540401	+	MedTech, 565 S. Mason Road, Ste. 484, Katy, TX 77450-2437	
802540399	+	Medical Oncology and Hematology, PO Box 8219, Des Moines, IA 50301-8219	
802551144	+	Medicare, 7500 Security Blvd, Baltimore, MD 21244-1849	
802540400	+	Medline Industries, Inc., 3 Lakes Drive, Northfield, IL 60093-2753	
802540403	+	MercyOne Des Moines Medical Center, Financial Operations, 1111 6th Avenue, Des Moines, IA 50314-2610	
802540404	+	Merle Edinborough, 820 18th Street, Apt. 3A, Perry, IA 50220-2433	
802540405	+	Metro Geriatric Services, 13435 University Avenue, Ste. 500, Clive, IA 50325-8251	
802543518	+	Michael Saville, c/o Iowa Veterans Home, 1301 Summit Street, Marshalltown, IA 50158-5484	
802540406	+	Michael Tetmeyer, 10140 Woodburn Place, Bradenton, FL 34202-1748	
802540408	+	Midwest Alarm Services, PO Box 4511, Davenport, IA 52808-4511	
802540410	+	Millennium Rehab & Consulting, Inc., 4725 Merle Hay Road, Ste. 207, Des Moines, IA 50322-1983	
802540411	+	Minburn Communications, PO Box 206, 416 Chestnut Street, Minburn, IA 50167-1003	
802540412	+	Moblie Noble of Za Ga Zig Shrine, Hugh Wooldridge, 3415 Scenic Vista Drive, West Des Moines, IA 50265-7737	
802540413	+	Motion Picture Licensing Corporation, 5455 S Centineal Ave, Los Angeles, CA 90066-6942	
802543519	+	Motion Picture Licensing Corporation, PO Box 80144, City of Industry, CA 91716-8144	
		Motor Parts Warehouse, Inc., 823 First Avenue, Perry, IA 50220-1702	
		Motorola Solutions, Inc., 13108 Collections Center Drive, Chicago, IL 60693-0001	
		NRC Health, PO Box 30094, Omaha, NE 68103-1194	
		Nationwide, PO Box 10479, Des Moines, IA 50306-0479	
		Neil Paulsen, Echo Electric Supply, 4325 Gifford Road, Council Bluffs, IA 51501-8241	
		Network Services Company, 29060 Network Place, Chicago, IL 60673-1290	
	+	Nevada Lodge #99, c/o Joe Wakeman, Secretary, 63101 295th Street, Nevada, 1A 50201-7550	
802540419		Nevada Lodge 1199, 1003 6th Street, Nevada, IA 50201	
	+	No Lawn Left Behind, LLC., 12813 K Drive, Perry, IA 50220-6072	
802540421		Norine Huitt, 5019 153rd St, Urbandale, 1A 50323-1226	
		Norman Simons, 433 West Jensen Street, Newell, IA 50568-5042	
		Northwest Respiratory Services, LLC, NW-7459, PO Box 1450, Minneapolis, MN 55485-1450	
		NuCara Home Medical, 1801 2nd Avenue, Des Moines, IA 50314-3606	
		Nursefinders LLC, PO Box 910738, Dallas, TX 75391-0738  Nyemaster Goode, PC., c/o Frank Harty, 700 Walnut Street, Ste. 1600, Des Moines, IA 50309-3800	
		Old Republic Surety Group, PO Box 1635, Milwaukee, IA 53201-1635	
		Otley Lodge - Dick Lowe, 2301 Evelyn Street, Perry, 1A 50220-2218	
		Paradigm Benefits, 218 1st Street SW, Ste. A, Clarion, IA 50525-1479	
		Pathology Laboratory, PO Box 569, Des Moines, IA 50302-0569	
		Per Mar Security Services, PO Box 1101, Davenport, IA 52805-1101	
		Performance Health Supply, Inc., PO Box 93040, Chicago, IL 60673-3040	
		Perry Area Chamber of Commerce, 1124 Willis Avenue, Ste. A, Perry, IA 50220-1650	
802540436		Perry Baker, 55260 Coachlight Drive, West Des Moines, IA 50266	
802540437	+	Perry Chief, PO Box 650688, Dallas, TX 75265-0688	
802540438	+	Perry Lutheran Home, 1300 28th Street, Perry, IA 50220-2329	
802540439	+	Perry Waterworks, 1101 W. 3rd Street, PO Box 604, Perry, IA 50220-0604	
802540440	+	Peters Service Center, 98 Willis Avenue, Perry, IA 50220-1094	
802556776	+	Pioneer Lodge # 22 AF & AM, 3706 East 38th Court, Des Moines, IA 50317-5824	
802555670		Pioneer Lodge # 22 AM & FM, Cleon C Babcock, 3706 East 38th Court, Des Moines, Iowa 50317-5824, ,	
802540441	+	Pioneer Lodge - Cleon Babcock, 3706 East 38th Court, Des Moines, IA 50317-5824	
802540442	+	Pioneer Lodge No. 22, 3843 6th Avenue, Des Moines, IA 50313-3426	
		Pitney Bowes, Inc., PO Box 371896, Pittsburgh, PA 15250-7896	
		PlumbMaster, Inc., PO Box 117187, Atlanta, GA 30368-7187	
		PointClickCare Technologies, Inc., PO Box 674802, Detroit, MI 48267-4802	
		Prairie Pella, Inc., PO Box 71667, Des Moines, IA 50325-0667	
		Prime Time Healthcare LLC, PO Box 3544, Omaha, NE 68103-0544	
		Providence Engraving, LLC., 11 E. Orange Street, Tarpon Springs, FL 34689-3439	
		Providers Plus, 1518 N. 51st Street, Omaha, NE 68104-5009	
	+		
		Randall & Jeanna Weber, 990 N. Riverview, PO Box 32, Bellevue, IA 52031-0032	
		Rebecca Haymond, c/o Mitzi Berkland, 2273 Elmwood Avenue, Winterset, IA 50273-8419	
		Rebecca J. Idso, RDLD, 2223 NW 135th Street, Clive, IA 50325-8524	
		Riece Graham, 1206 16th Street, Perry, IA 50220-2333  Pith Blattner, 3012 Willis #312, Perry, IA 50220-2337	
802540459	~	Rith Blattner, 3012 Willis #312, Perry, IA-50220-2327	-

# Case 22-00022-als7 Doc 72 Filed 08/11/24 Entered 08/11/24 23:09:30 Desc Imaged Certificate of Notice Page 6 of 15

District/off: 0863-4 User: auto Page 6 of 9 Date Rcvd: Aug 09, 2024 Form ID: pdf001 Total Noticed: 387 + Robert & Marilyn Kremer, 2909 Woodland #1107, Des Moines, IA 50312-3833 802540461 + Robert Allen, 1730 Coolidge Drive, Ames, IA 50010-5133 802540462 Robert Pedrick, PO Box 513, Keosauqua, IA 52565-0513 802540463 + Roger & Rebecca Mick, 2930 Jerico Avenue, Bedford, IA 50833-8076 802543521 Roger McCandless, 20543 - 105th Street, Whiting, IA 51063-8781 802540464 Roger McCandless, 2543 N Street, Whiting, IA 51063 802540465 + Roger Sealock, 112 W. Ferndale, Council Bluffs, IA 51503-4881 802540467 + Roy Kokemuller, 2227 J Avenue, Woodward, IA 50276-8126 802540468 + Royal Arch Masons - Derwood Keith, now Rusty Hill, PGC, 1937 Deer Avenue, Perry, IA 50220-7567 802540469 + Russell Herder, Inc., 275 Market Street, Ste. 319, Minneapolis, MN 55405-1619 802540470 Russell's Trophies & Engraving, Inc., 8515 Douglas Avenue, Ste. 31, Urbandale, IA 50322-2924 802540471 Ruth Beiner, 878 Fox Run Road, Dike, IA 50624 802540472 + Ruth H. Blattner, 3012 Willis #312, Perry, IA 50220-2327 802540473 + Sandy Clipperton, 2039 Hwy 141, Bayard, IA 50029-8502 802540474 + Scottish Rite c/o Iowa State Bank, 2301 - 128th Street, Urbandale, IA 50323-1818 802540476 + Secure Shred Solutions LLC, 1187 E. Anthony Street, PO Box 1072, Carroll, IA 51401-1072 802540478 + Sharry Cannon, 417 Warford Street, Perry, IA 50220-1050 802540479 + Shopko Stores Operating Co., LLC., PO Box 8461, Carol Stream, IL 60197-8461 802540480 + Signature Healthcare, LLC, 14225 University Avenue, Ste. 130, Waukee, IA 50263-8294 80254048 I + SmartRecruiters, Inc., PO Box 8362, Pasadena, CA 91109-8362 802540482 + Source Medical Staffing LLC, PO Box 540931, Omaha, NE 68154-8931 802540484 + Stine Seed, 22555 Laredo Trial, Adel, IA 50003-8310 802540485 + Storey Kenworthy Matt Parott, 309 Locust Street, Des Moines, IA 50309-1723 802540486 Sunrise Machine & Tool, SMT Health Systems, 1380 Legion Road, Detriot Lakes, MN 56501-4314 802543522 Swift Medical, Inc., 243 Queen Street West, Ste. 200, Toronto, ON, M5V 1A4 + Synergy Fire & Safety, 4338 Hubbell Avenue, Des Moines, IA 50317-4652 802540488 802540489 + Tech of Ages, LLC, 5307 Caraway Lane, Cedar Falls, IA 50613-8172 802540490 + Temple Commandery 4 Des Moines, York Rite Bodies, c/o Iowa State Bank, 2301 128th Street, Urbandale, IA 50323-1818 802556953 + The Attica Lodge No. 502, A.F. & A.M., P.O. Box 338, Sloan, IA 51055-0338 802540491 + The Cincinnati Life Insurance Co., PO Box 631205, Cincinnati, OH 45263-1205 802540492 The Des Moines Register, 400 Locust Street, Ste. 500, Des Moines, IA 50309-3771 802543524 The Des Moines Register, PO Box 3249, Milwaukee, WI 53201-3249 802543525 The Iowa Clinic, 6800 Lake Drive, Ste. 250, West Des Moines, IA 50266-2504 802540493 + The Iowa Clinic, 5950 University Ave., West Des Moines, IA 50266-8233 802540494 The Perry News, PO Box 382, Perry, IA 50220-0382 802540495 + The Sherwin Williams Co, 2570 E. 1st Street, Grimes, IA 50111-7610 + The Ultimate Software Group, Inc., PO Box 930953, Atlanta, GA 31193-0953 802540496 802540499 + Total Nurses Network, 4948 Pleasant Street, West Des Moines; IA 50266-1783 802543526 + Total Nurses Network, 7026 West North Avenue, Ste. 2W, Chicago, IL 60707-4337 802540500 + Treasurer, Dallas County, Mitch Hambleton, 918 Court Street, Ste. A, Adel, IA 50003-1448 802540501 + Two Rivers Glass & Door, Inc., 121 S. 11th Street, Ste. 200, West Des Moines, IA 50265-4465 802540502 Tyrell Lodge No. 116, Ancient Free & Accepted Masons, 201 3rd Street SE, PO Box 820, Waverly, IA 50677-0820 Tyrrell Lodge #116 Ancient Free & Accepted Masons, 201 3rd Street SE, PO Box 820, Waverly, IA 50677-0820 802556777 802551143 + U.S. Attorney's Office (HHS), 110 East Court Avenue, Suite 286, Des Moines, IA 50309-2044 802543527 + U.S. Attorneys Office (DOL), 110 East Court Avenue, Suite 286, Des Moines, IA 50309-2044 802540503 + U.S. Bank, Attn: Kevin Mathieu, I Federal Street, Boston, MA 02110-2027 + U.S. DHHS Centers for Medicare & Medicaid Services, PO Box 7520, Baltimore, MD 21207-0520 802556309 + U.S. Department of Labor, Office of Solicitor, 2300 Main Street, Suite 1020, Kansas City, MO 64108-2451 802543528 802543529 + UKG Inc., 2000 Ultimate Way, Weston, FL 33326-3643 802540509 US Postal Service, Postmaster, 1420 2nd Street, Perry, IA 50220-9998 802540505 + United Commerical Upholstery, PO Box 126, New Ulm, MN 56073-0126 802540506 United Healthcare, PO Box 5220, Kingston, NY 12402-5220 802543530 + UnityPoint at Home, PO Box 35428, Des Moines, IA 50315-0304 802540508 + UnityPoint at Home, 11333 NW Aurora Ave, Urbandale, IA 50322-7908 802540510 #+ VCPI, Attn: Accounts Receivable, 1555 N. Rivercenter Drive, Milwaukee, WI 53212-3958 802543531 + Vernon Moorman, 1050 L Avenue, Boone, IA 50036-7148 802540511 + Vernon Moorman, 5822 28th Ave, Vinton, IA 52349-9332 802540512 + Vinton Masonic Lodge, 5822 28th Avenue, Vinton, IA 52349-9332 802540514 + Walsh Door & Security, 2600 Delaware Avenue, Des Moines, IA 50317-3532 802540515 + Wanda Matteson, 324 W. Phipps Street, La Plata, MO 63549-1161 802540516 + Wellmark Blue Cross Blue Shield, PO Box 14456, Des Moines IA 50306-3456 + West Bend Mutual Insurance Company, Bin 432, Milwaukee, WI 53288-0001 802540518

+ West Gate Adelphic Lodge #509, 1141 69th Street, Windsor Heights, IA 50324-1507

#### Case 22-00022-als7 Doc 72 Filed 08/11/24 Entered 08/11/24 23:09:30 Desc Imaged Certificate of Notice Page 7 of 15

District/off: 0863-4 User: auto Page 7 of 9 Date Rcvd: Aug 09, 2024 Form ID: pdf001 Total Noticed: 387

802540520		+	William & Barbara Yungclas, 1801 20th Street, K-35, Ames, IA 50010-5177
802556775			William M Humenczuk II, 8624 W 116th St, Overland Park, KS 66210-2828
802540521		+	William Nicholas Palmer, MD, 616 10th Street, Perry, IA 50220-2221
802546205			William R. & Barbara C. Yungclas, 1801 20th St K-35, Ames, IA 50010-5177
802543532	,	+	Wisconsin Physicians Service Insurance, a CMS Medicate Contractor, 1717 W. Broadway, PO Box 1787, Madison, WI 53701-1787
802540522		+	Woodley Service and Repair, 1231 K Avenue, Jefferson, IA 50129-7050
802540523		+	Wyatt McChesney, 2024 4th Street, Perry, IA 50220-1124

**TOTAL: 359** 

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI). Electronic transmission is in Eastern Standard Time.

Recip ID 802540187	Notice Type: Email Address Email/Text: BankruptcyNotices@alliantenergy.com	Date/Time	Recipient Name and Address
002540107	Zinaid Text. BanktupicyProtices@amantenergy.com	Aug 09 2024 21:55:00	Alliant Energy/IPL, PO Box 3060, Cedar Rapids, IA 52406
802543491	+ Email/Text: CRA_AR@crai.com	Aug 09 2024 21:55:00	CRA International, Inc., PO Box 845960, Boston, MA 02284-5960
802540234	+ Email/Text: CRA_AR@crai.com	Aug 09 2024 21:55:00	CRA International, Inc., 200 Clarendon Street, Boston, MA 02116-5092
802540213	+ Email/PDF: AIS.cocard.ebn@aisinfo.com	Aug 09 2024 22:02:16	Capital One, PO Box 6492, Carol Stream, IL 60197-6492
802540223	+ Email/Text: CRA_AR@crai.com	Aug 09 2024 21:55:00	Charles River Associates, 200 Clarendon Street, Boston, MA 02116-5092
802540231	+ Email/Text: fnrobinson@coloniallife.com	Aug 09 2024 21:55:00	Colonial Life, Premium Processing, PO Box 903, Columbia, SC 29202-0903
802540242	+ Email/Text: markwalz@davisbrownlaw.com	Aug 09 2024 21:55:00	Davis, Brown, Koehn, Shors & Roberts PC, 215 10th Street, Ste. 1300, Des Moines, IA 50309-3616
802540260	+ Email/Text: Bankruptcy@directs.com	Aug 09 2024 21:55:00	Direct Supply, Inc., Box 88201, Milwaukee, WI 53288-8201
802540269	+ Email/Text: bankruptcynotices@ecolab.com	Aug 09 2024 21:55:00	Ecolab Pest Elimination Division, 26252 Network Place, Chicago, IL 60673-1262
802540300	+ Email/Text: accounting@goldleafpartners.com	Aug 09 2024 21:55:00	Goldleaf Partners, PO Box 806, Brainerd, MN 56401-0806
802540301	+ Email/Text: aream@goodwintucker.com	Aug 09 2024 21:55:00	Goodwin Tucker Group, 2900 Delaware Ave., Des Moines, IA 50317-3893
802540302	^ MEBN	Aug 09 2024 21:51:40	Grainger, Dept. 839027364, PO Box 419267, Kansas City, MO 64141-6267
802540304	+ Email/Text: dpetersen@greatamerica.com	Aug 09 2024 21:55:00	GreatAmerican Financial Services, PO Box 660831, Dallas, TX 75266-0831
802540317	+ Email/Text: hope.abke@hobartservice.com	Aug 09 2024 21:55:00	Hobart Service, ITW Food Equipment Group, LLC, PO Box 2517, Carol Stream, IL 60132-2517
802540324	Email/Text: sbse.cio.bnc.mail@irs.gov	Aug 09 2024 21:55:00	Internal Revenue Service, PO Box 7346, Philadelphia, PA 19101-7346
802540329	+ Email/Text: Investigations@dia.iowa.gov	Aug 09 2024 21:55:00	Iowa Dept. of Insp. & Appeals, Health Facilities Division, Lucas State Bldg- 3rd Floor, 321 East 12th Street, Des Moines, IA 50319-1002
802543508	+ Email/Text: legalsupport@iwd.iowa.gov	Aug 09 2024 21:55:00	Iowa Workforce Development, 1000 E Grand Avenue, Des Moines, IA 50319-0220
802540390	+ Email/Text: creditmanagement@martinbros.com	Aug 09 2024 21:55:00	Martin Bros. Distributing Co., Inc., Attn: Accounts Receivable, PO Box 69, Cedar Falls, IA 50613-0010
802540407	Email/Text: pamela.hilsabeck@midamerican.com	Aug 09 2024 21:55:00	MidAmerican Energy Company, PO Box 4350 Credit, Davenport IA 52808-4350

Case 22-00022-als7 Doc 72 Filed 08/11/24 Entered 08/11/24 23:09:30 Desc Imaged Certificate of Notice Page 8 of 15

District/off: 0863-4 User: auto Page

Page 8 of 9

Date Revd: Aug 09, 2024 Form ID: pdf001 Total I	Noticed: 387
802540443 + Email/Text: bankruptcy@pb.com  Aug 09 2024 21:55:00 Pitney Bowes Global Financial Serva 371887, Pittsburgh, PA 15250-7887	
802540446 ^ MEBN Aug 09 2024 21:51:46 PointClickCare Technologies, Inc., 674802, Detroit, MI 48267-4802	PO Box
802540450 + Email/Text: Triage_Bankruptcy_Notices@progressive.com Aug 09 2024 21:55:00 Progressive Northern Insurance Co. Carol Stream, IL 60132-0001	, Dept. 0561,
802540457 Email/Text: contracts@relias.com  Aug 09 2024 21:55:00 Relias LLC, PO Box 74008620, Chi 60674	icago, IL
802540475 + Email/Text: ar@scrubsonwheels.com Aug 09 2024 21:55:00 Scrubs On Wheels, 1730 Gateway C	Court, Elkhart,
802540449 Email/Text: dllawbankruptcy@exchange.principal.com Aug 09 2024 21:55:00 Principal Financial Group, Attn: RIS Street, Des Moines, IA 50392	S, 711 High
802540498 Email/Text: manderson@pioneercriticalpower.com  Aug 09 2024 21:55:00 Titan Energy Systems, Inc., d/b/a Pi Power, PO Box 71490, Chicago, IL	
802540504 + Email/Text: arbankruptcy@uline.com  Aug 09 2024 21:55:00 Uline, Attn: Accounts Receivable, F Chicago, IL 60680-1741	
802540517 + Email/Text: rasketl@wellmark.com  Aug 09 2024 21:55:17 Wellmark Blue Cross Blue Shield o Box 9232, Des Moines, IA 50306-9	
802540524 Email/Text: jshpayher@xcelmed.com  Aug 09 2024 21:55:00 XCEL Med LLC, 7444 W. Wilson, Heights, IL 60706	

## **BYPASSED RECIPIENTS**

The following addresses were not sent this bankruptcy notice due to an undeliverable address, \*duplicate of an address listed above, \*P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

Recip ID cr	Bypass Reason	Name and Address Delores Weston
cr		Gerald R Monk
cr		Laurence James Dodd
cr		Norine Huitt
802540191		Anne Defenbaughc
802540203		Brenda Barrow
802540205		Brielle Duffy
802540243		Deb Kruse
802540299		Gina Kokemuller
802540305		Greg Greenwood
802540323		Inge M. Smothers
802540332		Iowa Environmental Services, Inc.
802540347		Jeanice Stratton
802540349		Jennifer Rothfus
802540366		Julie Simons
802540373		Kim Laws
802540378		Laura Orbell
802540383		Linda Lee
802540384		Lisa Eastman
802540388		Margarita Vorrath
802540394		Mary Means
802540402		Megan Harrington
802540409		Mike Divis
802540416		Nancy Johnson
802540466		Rosa Canal
802540477		Sharon Reeves
802540483		Steve Cummings
802540497		Tiffany Hull
802540513		Viviana Garcia-Curiel
802543504	*+	Health Dimensions Group, 12900 Whitewater Drive, Suite 201, Minneapolis, MN 55343-9407

TOTAL: 29

### Case 22-00022-als7 Doc 72 Filed 08/11/24 Entered 08/11/24 23:09:30 Desc Imaged Certificate of Notice Page 9 of 15

District/off: 0863-4		0863-4	User: auto	Page 9 of 9
Date Rcvd: Aug 09, 2024		Aug 09, 2024	Form ID; pdf001	Total Noticed: 387
	802540507	*P++	INTERNAL REVENUE SERVICE, CENTRALIZED INSOLVENCY OPERATIONS, PO BOX 7346, I 19101-7346, address filed with court:, United States Treasury, Internal Revenue Service, Ogden, UT 842	
	802549660	•	Temple Commandery 4 Des Moines York Rite Bodies, c/o Iowa State Bank, 2301 128th Street, Urbanda	le, IA 50323-1818
	802543523	*4	The City of Perry, PO Box 545, Perry, IA 50220-0545	
	802543486	##+	BTX Iowa, Inc., 3160 8th Street SW, Ste C, Altoona, IA 50009-1023	
	802540240	##+	Darlene Heaton, 970 Pulpit Rock Circle, Colorado Springs, CO 80918-7056	
	802540253	##+	Dennis Daniels, 126 Willow Lane Drive SW, Waverly, IA 50677-2035	
	802540290	##+	EX Nutrition Consulting PC, 3763 39th Avenue, Columbus, NE 68601-4530	
	802543498	##+	EZ Nutrition Consulting PC, PO Box 322, Columbus, NE 68602-0322	
	802543494	##+	Earl Walker, PO Box 392, Webster City, IA 50595-0392	
	802540271	##+	Empire Lodge 11269, 921 Church Street, Ottumwa, IA 52501-4223	
	802540287	##+	Estate of Sydney Anderson, c/o Jennifer & Ron Milne, 1701 Paul Street, Perry, IA 50220-2705	
	802540310	##+	Harland Ace Hardware, 628 First Avenue, Perry, IA 50220-1803	•
	802540318	##+	Home and Garden Helpers LLC, TJ Meylum, 17833 G Avenue, Perry, IA 50220-6246	
	802540352	##+	Jim Sears, 2733 Thompson Drive, Ames, IA 50010-4758	
	802540362	##+	Jolene Peters, 21208 Knoble Avenue, Carroll, IA 51401-8691	
	802540369	##+	Keith Gordon, 3769 NW 90th Place, Polk City, IA 50226-2071	
	802540379	##+	Laurence James Dodd, 10101 W Palmenas Dr #202, Sun City, AZ 85373-3010	
	802540385	##+	Living Design, Inc., 47015 SD Highway 44, Worthing, SD 57077-5732	
	802540432	##+	Peggy Miller, 2409 parkview, Petry, IA 50220-2559	

TOTAL: 29 Undeliverable, 4 Duplicate, 16 Out of date forwarding address

#### NOTICE CERTIFICATION

I, Gustava Winters, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Aug 11, 2024	Signature:	/s/Gustava Winters

#### CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on August 9, 2024 at the address(es) listed below:

Name Email Address

Brian Galligan

on behalf of Creditor Jay Lindahl ESTATE bgalligan@galliganlaw.com

trustee@telpnerlaw.com ia21@ecfcbis.com

L Ashley Wieck
on behalf of U.S. Trustee United States Trustee ashley.wieck@usdoj.gov ashley.wieck@usdoj.gov

Rebecca A Brommel

on behalf of Creditor Millennium Rehab & Consulting Group Inc. brommel.rebecca@dorsey.com,

taugherry.meneneautorsey.com

on behalf of Debtor The Herman L. Rowley Memorial Trust rgainer@cutlerfirm.com 9643802420@filings.docketbird.com

United States Trustee
USTPRegion12.DM.ECF@usdoj.gov

Wilford L Forker
on behalf of Creditor The Attica Lodge No. 502 A.F. & A.M. forkerlaw@gmail.com

TOTAL: 7

Charles Smith,

Robert C Gainer

SD IA-201 (12/09)

# UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF IOWA

IN RE	) CHAPTER 7
THE HERMAN L. ROWLEY	) CASE NO. 22-00022-als7
MEMORIAL TRUST,	) NOTICE OF INTENT TO SELL
Debtor:	) PROPERTY (STUTZMAN) AND BAR ) DATE NOTICE 8/30/2024

The undersigned Trustee of the estate of the Debtor(s) named above, subject to objection under Federal Rules of Bankruptcy Procedure, Rules 6004(b) & 9014, will sell the following property of the estate subject to any liens of record:

The Trustee's remainderman interest in the property shown on the attached Real Estate Sales Agreement.

to the following purchaser:

Noah H. Stutzman, 2870 Highway 38, Hopkinton, IA 52237-7706

for the following consideration:

Trustee is to receive 42.374% of the net sales price pursuant to the aforesaid Real Estate Sales Agreement. Said agreement shows a gross list price of \$412,125.00 for 32.97 acres. However, the final gross purchase price will be increased or decreased based upon \$12,500.00 per acre times the final net surveyed acres of the property.

NOTICE IS HEREBY GIVEN, any objections thereto must be served on the undersigned Trustee at the address listed below; the United States Trustee at 210 Walnut Street, Room 793, Des Moines, IA 50309-2108; the Debtor; and, Debtor's counsel. Any objection must be filed with the Clerk of Bankruptcy Court at 111 Locust Street, Office 320, Des Moines, Iowa 50309 within 21 days of the date of this notice and report.

Isl Charles L. Smith Charles L. Smith, Trustee, AT0007415
Telpner Peterson Law Firm, LLP
25 Main Place, Suite 200
Council Bluffs, IA 51503
Telephone: (712) 325-9000

Facsimile: (712) 328-1946 E-mail: csmith@telpnerlaw.com

#### **REAL ESTATE SALES AGREEMENT**

Herington/Stutzman - 32.97 Acres, m/l - Delaware County, Iowa

An agency disclosure must be made by the agent prior to a the BUYER and SELLER confirm that written disclosure ESTATE SALES AGREEMENT.	SENCY DISCLO iny offer being mad of agency represe	a by the BLIVED or on	cepted by the SELLER. B to them prior to the signi	y signing below ng of the REAL
BUYER further acknowledges having signed and received a copy of the SELLER PROPERTY CONDITION DISCLOSURE FORM, if required. The BROKER, its agents, employees and associates are not required, however, to discover hidden defects in the property or give advice on matters outside the scope of their real estate license.				
SELLER and/or BUYER request that Broker select, prep purchase agreements, groundwater hazard statements an	are and complete d declaration of va	form documents as a	authorized by lowa law o	r rule, such as
HERTZ REAL ESTATE SERVICES, Inc.	BROKER, and	TROY R. LOU	WAGIE , licensee	amalouad
by or associated with the Broker, represents th	e SELLER	BUYER or BOT	H SELLER AND BUYE	iR.
BUYER(S):	SELI	.ER(S):		
<b>A</b> .	Delo	res R. Herington Li	ife Estate	
N. 1 N 8 A	/ / [ _	cuSigned by:		
Bu Noch U SAV JUM AND A		ones R. Henington		8/6/2024
by: Noan H. Stutzman	DATE By: 1	elores R. Heringto	n	DATE
		en Herington Life E	Estate	
	1.	ven Hesington		01010004
		teven Herington		8/6/2024 DATE
	Hern	an L. Rowley Men	iorial Trust	
		Late Phets	Justes	8/5/2024
	By: C	haries L./Smith, B elpner Peterson L	ankruptcy Trustee aw Firm, LLP	DATE
PARTIES: Delores R. Herington Life Estate, Steven Herington Life Estate				
AND Herman L. Row	ley Memorial Tr		Seller) agrees to sell a	
Seller the following property situated in D			Buyer), and Buyer agre	
containing 32.97 Acres, more or less (M/L)	leihi and legally desc	Township, ibed as:	Delaware	County, lowa
That part of the S% of the SE% of Section 35. Town	nship 88 North.	Range 4 West of th	e 5th P.M., Delaware	County, Iowa
<u>lying wesusoutniest of State Highway 38, excer</u>	otino Parcel H 1	the SW% of the !	SEV, according to Dis	t recorded in
Book 2001 Page 1220 and further excepting Parc page 1529. Exact legal to be determined by surve	el I in the SF%	of the SEV accord	ling to Blat recorded	In Book 2002
together with any easements and 100 percent of the	mineral rights of	wood by Soller but	subject to any casem	only of speed
zoning restrictions, FSA/NRCS cost sharing agreer legal description as shown by the Abstract of Title.	nents and restric	tive covenants. The	e right is reserved to in	isert the exact
2. TOTAL PURCHASE PRICE SHALL BE:	************	<u>SEE 31(A)</u>		\$412,125.00
A. Earnest Money to be deposited upon ex	ecution of agre	ement with:	**********	\$25,000.00
Real Estate Trust Account of Hertz  Trust Account of	Real Estate Sond	rae inc. Clopian :	Anani	<del>-</del>
B. Funds Due at Settlement On <u>DECEM</u> Funds due at settlement shall be by ban	BER 6, 2024 .	********************	1994)2944444	\$387,125.00
TOTAL PURCHASE PRICE AS NOTED ABOV				<b>A</b> 44 <b>A</b> 45 <b>T</b> 55
				\$412,125.00
	•			
Page 1 of 5 THIS IS A LEGALLY BINDING CO	JNIKACI. IF NO	i understood, Se	EK LEGAL ADVICE	02/2024

4.	TAXES AND SPECIAL ASSESSMENTS: A. Real Estate taxes shall be prorated to DATE OF CLOSING.		
	Any proration of taxes shall be based upon the taxes for the year currently payable paid by the Buyer.  All special assessments according to the Taxes and based upon the taxes for the year currently payable.	•	
5	C. All special assessments spread on the Treasurer's book at the time of the acceptant the Seller. All subsequent special assessments are to be paid by the Buyer.  EARNEST MONEY: \$26,000,00 is to be deposited as Farnest Money within 5 by		-
•	this contract by all parties with HERTZ REAL ESTATE SERVICES as Est	ShA frenA was	litional Famoet
	Money, if any, shall be deposited with the Escrow Agent. If indicated by "yes" in the follow money shall be deposited by the Broker in an Interest-bearing trust account and the interest-	st earned there	on shall accrue
	lowa Association of REALTORS® Foundation, a charitable non-profit entity will receive	IRS W-9 Form): a the interest S	otherwise, the
	agree that carnest Money held in the Hertz Real Estate Services Trust Account may be Closing Agent within 72 hours of scheduled settlement date, or as directed by said Closing	disbursed to a	future-specified
6.	BROKER'S FEE: Seiler agrees to pay HERTZ REAL ESTATE SERVICES  AS PER LISTING AGREEMENT of the total contract sales price in cash at the	Broker, herein es	s follows: to nav
7.	рлпарагонде.		
	POSSESSION AND CLOSING: Settlement or closing shall be on or before DECEMBE to title have been cleared. Possession of the property shall be delivered to the Buyer its present condition, ordinary wear and tear excepted.	SEE 31(	B) in
8.	INSURANCE: Seller agrees to keep the buildings on said properly insured at present co	verage until pos	session is given
	and in the event the buildings and improvements on said real estate are destroyed or ma casualty before possession is given to Buyer, it is agreed that the insurance money recei or repair said damage. Buyer may obtain additional insurance.	enally damaged ved shall go to f	d by fire or other Buyer to replace
9. 10.	SURVEY: This property shall be surveyed. SEE 31(A)		
10.	FIXTURES: All personal property that integrally belongs to or is part of the real estate, such as, water pumps and systems, automatic heating equipment, electrical service cal	hia fancina and	l other attached
	lease, water association rights where applicable, hog and cattle waterers in the fence	gates, propane or normanosilv	tanks not under
	storage buildings and hog and cattle sheds on permanent foundations, auger and convey part of real estate and included in this sale except:	or systems sha	li be considered
	NONE.  All grain, livestock, hay, silage and non-realty property on the real estate are reserved by	the Seller or S	eller's tenant.
11.	CONDITION OF PROPERTY: The real estate (and any personal property contracted fo date of this offer, will be preserved and delivered intact at the time possession is given.	r) in its present	condition as of
	The agent makes no representations or warranties as to the physical or mechanical or personal. Buyer accepts the property in its present condition.		
12.	GROUNDWATER HAZARD STATEMENT: At closing, a Groundwater Hazard Statem regarding the following items: 1, wells: 2, solid waste disposal: 3, hazardous wastes: 4	underground e	torano tanke: R
	private burial site and 6. private sewage disposal system located on the Property. If a property, they are as follows:  NONE.	ny of these are	located on the
	Brokers, their Agents, Employees and Associates shall not be responsible for any haz- found on this property which have not been disclosed by the Seller(s) or any other parties	ardous material	s which may be
	to give advice on matters outside the scope of their real estate license.		are not required
	•		
Page	2 of 5 This is a legally binding contract. If not understood, seek leg	3AL <sub>A</sub> DVICE	os 02/2024
BUY	er(s) initials: MHS. seller(s) initials: CC.	DRH	SH

- Desc
- 13. **REPRESENTATIONS:** It is understood that no representations made by the Broker or salesperson in the negotiation of this sale are being relied upon unless incorporated herein in writing and this property has not been offered or shown to Buyer by another person or agency. Buyer declares they are purchasing on their own examination and judgment and not through any representations to them made by the Seller, or their agents, as to its location, size, value, future value, income therefrom or as to its production.
- 14. TIME: in the performance of each part of this agreement, time shall be of the essence.
- 16. ABSTRACT AND TITLE: Seller at their expense, shall continue the abstract of title and deliver to Buyer for examination. The abstract shall become the property of the Buyer when the purchase price is paid in full, and shall show merchantable title in conformity with this agreement and title law of the State of Iowa and Iowa Title Standards of the Iowa State Bar Association. Each party shall pay costs of additional abstracting and/or title work due to their acts or omissions.
- 16. DEED: Upon payment of purchase price, Seller shall convey title by <u>WARRANTY</u> Deed(s), free and clear of liens and encumbrances, reservations, exceptions or modifications except as in this instrument otherwise expressly provided. All warranties shall extend to time of acceptance of this offer, with warranties as to acts of Seller up to time of delivery of deed. Seller to pay transfer tax.
- 17. JOINT TENANCY IN PROCEEDS AND IN SECURITY RIGHTS IN REAL ESTATE: If, and only if, the Seller(s), immediately preceding this offer, hold the title to the above described property in joint tenancy, and such joint tenancy is not later destroyed by operation of law or by acts of the Seller(s) then (1) the proceeds of this sale, and any continuing and/or recaptured rights of Seller(s) in real estate shall be and continue in Seller(s) as joint tenants with rights of survivorship and not as tenants in common; and (2) Buyer(s), in the event of the death of either Seller, agree to pay any balance of the proceeds of this sale to the surviving Seller and to accept deed from such surviving Seller.
- 18. REMEDIES OF THE PARTIES—FORFEITURE—FORECLOSURE—REAL ESTATE COMMISSION:
  - A. If the Seller(s) fails to fulfill this agreement, he/she will pay to the Broker the regular commission in full, and the Buyer shall have the right to have all payments, plus accrued interest, if any, returned or to proceed by any action or actions at law or in equity, and the Seller agrees to pay costs and attorney fees, and a receiver may be appointed.
  - B. If the Buyer fails to fulfill this agreement, the Seller may pursue forfeiture proceedings as provided in the Code of lows, all payments made herein shall be forfeited and the earnest money deposit shall be divided equally between Seller and Agent. Any payment to Agent under this section shall not exceed commission referred to in Paragraph 6 of this agreement.
  - C. If In addition to the foregoing remedies, either party shall be entitled to any and all other remedies, or action at law or in equity, including foreclosure or specific performance, and the party at fault shall pay costs and attorney fees, and a receiver may be appointed. Either party will pay interest at the maximum legal rate on all amounts harein as and after they become delinquent.
- 19. APPROVAL OF COURT: If this property is an asset of any estate, trust or guardianship that requires court approval for sale, this contract shall be subject to Court approval. If necessary, the appropriate fiduciary shall proceed promptly and diligently to bring the matter on for hearing for Court approval. (In that event, the Court Officer's Deed shall be used.)
- 20. ALL FUNDS DEPOSITED hereunder as part payment as herein above set forth shall be held by Broker as Closing Agent, in trust pending acceptance of this offer, examination of the abstract and delivery of deed or formal contract. Buyer authorizes the company or persons financing his/her purchase to pay all funds to Broker as Closing Agent for the Seller and Seller authorizes such Agent to accept same. It is agreed that at time of settlement, funds of the purchase price may be used by Closing Agent to pay taxes, liens and other sales or purchase expenses of Seller and Buyer to comply with the above requirements; same to be handled under supervision of the Broker as Closing Agent and subject to approval of Buyer's attorney on title questions to produce merchantable title.
- 21. CONTRACT BINDING ON SUCCESSORS IN INTEREST: This contract shall apply to and bind the successors in interest of the respective parties.
- 22. TENANT: If indicated by "yes" in the following space YES , it shall be the responsibility of Seller at Seller's expense to see to the termination of all rights of existing tenants so Buyer shall have sole possession, subject to the 2024 existing Lease, and at closing Seller shall exhibit evidence satisfactory to Buyer of such termination.
- 23. CONSERVATION PROGRAM CONTRACT(S): Seller assigns all right, title and Interest in any Conservation Program contract(s) for said real estate to Buyer. Seller reserves the right to receive from the Farm Service Agency and/or Natural Resource Conservation Service office their prorated share of any Conservation Program payment(s) prorated to N/A . By acceptance hereof, Buyer, their successors and assigns, assume all obligations for compliance with the terms of said Conservation Program Contract(s).
- 24. WORDS AND PHRASES herein, including any acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.
- 25. WATER/SANITARY SYSTEMS: N/A will assume all responsibilities, including costs, for compliance of all county and state regulations covering the sanitary and water systems on the property.

Page 3 of 5	THIS IS A LEGALLY BINDING CONTR	ract. If not understood, seek le	AL, ADVICE	0s 02/2024
BUYER(S) INITIA	us: <u>N.H.5</u> ,	SELLER(S) INITIALS: CC	Dru	SH
		•		

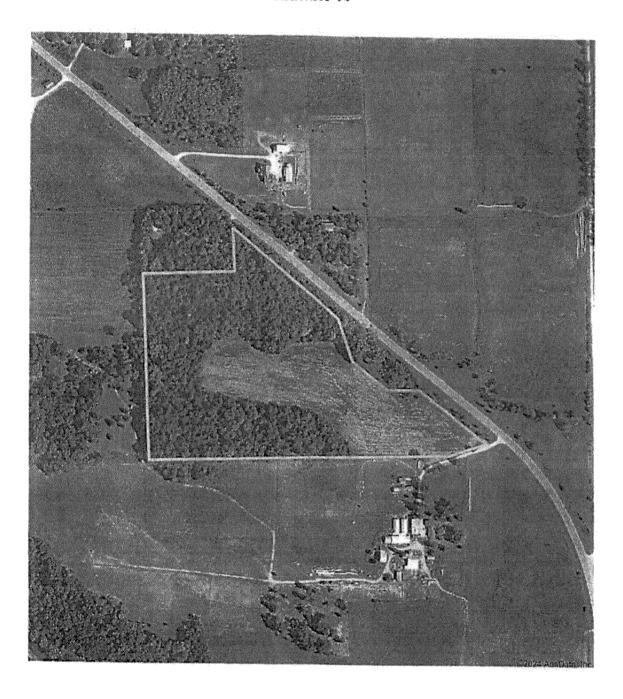
- 26. ELECTRONIC SIGNATURES on this agreement and/or faxed/scanned copies of signed agreement shall be considered
- 27. COUNTERPARTS: If more than one person is named as a Seller and/or Buyer herein, this contract may be executed by each Seller and Buyer, separately, and when so executed, such copies taken together shall be deemed to be a full and complete contract between the parties.
- 28. SEVERABILITY: If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 29. IRS §1031 TAX-DEFERRED EXCHANGE:
  - Seller reserves the right to structure this transaction as a tax-deferred exchange under Internal Revenue Code §1031. Buyer shall cooperate to complete the said exchange. Seller shall be responsible for all expenses related to seller-initiated exchange.
  - Buyer shall have the right to assign this Agreement without consent of the Seller, prior to closing, in order to affect a Like-Kind Section §1031 Tax-Free Exchange at no additional cost to Seller. Buyer shall be responsible for all expenses related to a buyer-initiated exchange.
- 30. ADDENDUM: There is X is not an Addendum attached that is part of this Agreement. Said Addendum consists of pages.
- 31. OTHER PROVISIONS:
  - (A) Seller, at Seller's expense, to survey the property prior to closing. The Final Purchase Price will be adjusted up or down based on \$12,500.00 per acre times final net surveyed acres.
  - Buyer acknowledges there is a Cash Rent Lease in place for the 2024 crop year, Seller shall retain 100% of the 2024 cash rent. Possession to be at closing, subject to the existing lease. Full possession to be March 1, 2025.

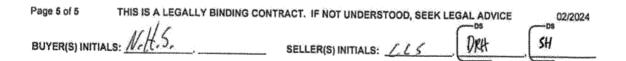
Offer presented this 5th day of AUGUST , 2024, and null and void if not accepted on or before AUGUST 6, 2024 @ 1:00 P.W. ACCEPTED THIS 6th DAY OF **AUGUST** 2024.

BUYER(S):	SELLER(S):	
	Delores R. Herington Life Estate	
0 11 QL/ al	DocuSigned by:	
World Statemen 451	124 Delores R. Herington	8/6/2024
By: Noah H. Stutzman D.	ATE By: Delores R. Herington	DATE
	Steven Herington Life Estate	
	DocuSigned by:	
	Steven Herington	01010004
1	PEOPT4ABFC034EG.	8/6/2024
	By: Steven Herington	DATE
	Herman L. Rowley Memorial Trust	
	Unga I bout lands	8/5/2024
	By: Charles L. Smith, Bankruptcy Trustee	DATE
	Telpner Peterson Law Firm, LLP	
	Sabject to Compt approved	

BUYER'S E	BROKER:	SELLER'S	BROKER:
-	ng Agent Name	Troy R. Lo Represent	ouwagle Ing Agent Name
HERTZ RE Brokerage	AL ESTATE SERVICES, Inc. Name	HERTZ RE Brokerage	AL ESTATE SERVICES, Inc. Name
Address:	102 Palisades Road Mount Vernon, IA 52314	Address:	102 Palisades Road Mount Vernon, IA 52314
Phone:	(319) 721-4068	Phone:	(319) 721-4068
Emalt:	troyl@hertz.ag	Emall:	troyi@hertz.ag

# Exhibit 'A'





#### **Charles L. Smith**

From:

cmecf\_live@iasb.uscourts.gov

Sent:

Wednesday, September 4, 2024 9:06 AM

To:

courtmail@iasb.uscourts.gov

Subject:

22-00022-als7 Order on Notice of Intent to Sell Property

\*\*\*NOTE TO PUBLIC ACCESS USERS\*\*\* Judicial Conference of the United States policy permits attorneys of record and parties in a case (including pro se litigants) to receive one free electronic copy of all documents filed electronically, if receipt is required by law or directed by the filer. PACER access fees apply to all other users. To avoid later charges, download a copy of each document during this first viewing. However, if the referenced document is a transcript, the free copy and 30-page limit do not apply.

#### **U.S. Bankruptcy Court**

#### Southern District of Iowa

Notice of Electronic Filing

The following transaction was received from acw entered on 9/4/2024 at 9:06 AM CDT and filed on 9/4/2024

Case Name:

The Herman L. Rowley Memorial Trust

Case Number:

22-00022-als7

**Document Number: 73** 

#### **Docket Text:**

Docket Text Order Regarding Trustee Notice of Intent to Sell Property Pursuant to 11 U.S.C. Section 363(b). There being no timely objection to the notice, it is hereby Ordered that the notice is approved and the sale shall proceed according to the terms set forth in that document. As required by any applicable federal rule or statute, the filer shall serve this order on all appropriate parties (except those parties who will receive notice of electronic filing). This order has been entered on the docket as directed by Judge Jackwig. (Related Doc # [67]). (acw)

The following document(s) are associated with this transaction:

#### 22-00022-als7 Notice will be electronically mailed to:

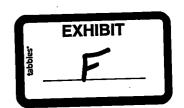
Rebecca A Brommel on behalf of Creditor Millennium Rehab & Consulting Group, Inc. brommel.rebecca@dorsey.com, daugherty.michelle@dorsey.com

Wilford L Forker on behalf of Creditor The Attica Lodge No. 502, A.F. & A.M. forkerlaw@gmail.com

Robert C Gainer on behalf of Debtor The Herman L. Rowley Memorial Trust rgainer@cutlerfirm.com, 9643802420@filings.docketbird.com

Brian Galligan on behalf of Creditor Jay Lindahl, ESTATE bgalligan@galliganlaw.com

Charles Smith,



trustee@telpnerlaw.com, ia21@ecfcbis.com

United States Trustee USTPRegion12.DM.ECF@usdoj.gov

L Ashley Wieck on behalf of U.S. Trustee United States Trustee ashley.wieck@usdoj.gov, ashley.wieck@usdoj.gov

## 22-00022-als7 Notice will not be electronically mailed to:

Eric Brewer TBB Advisors, LLP 12245 Stratford Dr Clive, IA 50325

Bertha Couser 1642 S. G Ave. Unit 402 Nevada, IA 50201

Laurence James Dodd

Norine Huitt

Troy R Louwagie Hertz Real Estate Services PO Box 50 Mt. Vernon, IA 52314

Gerald R Monk

Telpner Peterson Law Firm, LLP 25 Main Place, Suite 200 Council Bluffs, IA 51502

**Delores Weston** 

#### **Charles L. Smith**

From:

cmecf\_live@iasb.uscourts.gov

Sent:

Wednesday, September 4, 2024 9:07 AM

To:

courtmail@iasb.uscourts.gov

Subject:

22-00022-als7 Order on Notice of Intent to Sell Property

\*\*\*NOTE TO PUBLIC ACCESS USERS\*\*\* Judicial Conference of the United States policy permits attorneys of record and parties in a case (including pro se litigants) to receive one free electronic copy of all documents filed electronically, if receipt is required by law or directed by the filer. PACER access fees apply to all other users. To avoid later charges, download a copy of each document during this first viewing. However, if the referenced document is a transcript, the free copy and 30-page limit do not apply.

#### **U.S. Bankruptcy Court**

#### Southern District of Iowa

Notice of Electronic Filing

The following transaction was received from acw entered on 9/4/2024 at 9:07 AM CDT and filed on 9/4/2024

Case Name:

The Herman L. Rowley Memorial Trust

Case Number:

22-00022-als7

**Document Number: 74** 

#### **Docket Text:**

Docket Text Order Regarding Trustee Notice of Intent to Sell Property Pursuant to 11 U.S.C. Section 363(b). There being no timely objection to the notice, it is hereby Ordered that the notice is approved and the sale shall proceed according to the terms set forth in that document. As required by any applicable federal rule or statute, the filer shall serve this order on all appropriate parties (except those parties who will receive notice of electronic filing). This order has been entered on the docket as directed by Judge Jackwig. (Related Doc # [68]). (acw)

The following document(s) are associated with this transaction:

#### 22-00022-als7 Notice will be electronically mailed to:

Rebecca A Brommel on behalf of Creditor Millennium Rehab & Consulting Group, Inc. brommel.rebecca@dorsey.com, daugherty.michelle@dorsey.com

Wilford L Forker on behalf of Creditor The Attica Lodge No. 502, A.F. & A.M. forkerlaw@gmail.com

Robert C Gainer on behalf of Debtor The Herman L. Rowley Memorial Trust rgainer@cutlerfirm.com, 9643802420@filings.docketbird.com

Brian Galligan on behalf of Creditor Jay Lindahl, ESTATE bgalligan@galliganlaw.com

Charles Smith,

trustee@telpnerlaw.com, ia21@ecfcbis.com

United States Trustee USTPRegion12.DM.ECF@usdoj.gov

L Ashley Wieck on behalf of U.S. Trustee United States Trustee ashley.wieck@usdoj.gov, ashley.wieck@usdoj.gov

### 22-00022-als7 Notice will not be electronically mailed to:

Eric Brewer TBB Advisors, LLP 12245 Stratford Dr Clive, IA 50325

Bertha Couser 1642 S. G Ave. Unit 402 Nevada, IA 50201

Laurence James Dodd

Norine Huitt

Troy R Louwagie Hertz Real Estate Services PO Box 50 Mt. Vernon, IA 52314

Gerald R Monk

Telpner Peterson Law Firm, LLP 25 Main Place, Suite 200 Council Bluffs, IA 51502

**Delores Weston** 

#### **Charles L. Smith**

From:

cmecf\_live@iasb.uscourts.gov

Sent:

Wednesday, September 4, 2024 9:08 AM

To:

courtmail@iasb.uscourts.gov

Subject:

22-00022-als7 Order on Notice of Intent to Sell Property

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#### **U.S. Bankruptcy Court**

#### Southern District of Iowa

Notice of Electronic Filing

The following transaction was received from acw entered on 9/4/2024 at 9:07 AM CDT and filed on 9/4/2024

Case Name:

The Herman L. Rowley Memorial Trust

Case Number:

22-00022-als7

**Document Number: 75** 

#### **Docket Text:**

Docket Text Order Regarding Trustee Notice of Intent to Sell Property Pursuant to 11 U.S.C. Section 363(b). There being no timely objection to the notice, it is hereby Ordered that the notice is approved and the sale shall proceed according to the terms set forth in that document. As required by any applicable federal rule or statute, the filer shall serve this order on all appropriate parties (except those parties who will receive notice of electronic filing). This order has been entered on the docket as directed by Judge Jackwig. (Related Doc # [69]). (acw)

The following document(s) are associated with this transaction:

#### 22-00022-als7 Notice will be electronically mailed to:

Rebecca A Brommel on behalf of Creditor Millennium Rehab & Consulting Group, Inc. brommel.rebecca@dorsey.com, daugherty.michelle@dorsey.com

Wilford L Forker on behalf of Creditor The Attica Lodge No. 502, A.F. & A.M. forkerlaw@gmail.com

Robert C Gainer on behalf of Debtor The Herman L. Rowley Memorial Trust rgainer@cutlerfirm.com, 9643802420@filings.docketbird.com

Brian Galligan on behalf of Creditor Jay Lindahl, ESTATE bgalligan@galliganlaw.com

Charles Smith,

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United States Trustee USTPRegion12.DM.ECF@usdoj.gov

L Ashley Wieck on behalf of U.S. Trustee United States Trustee ashley.wieck@usdoj.gov, ashley.wieck@usdoj.gov

## 22-00022-als7 Notice will not be electronically mailed to:

Eric Brewer TBB Advisors, LLP 12245 Stratford Dr Clive, IA 50325

Bertha Couser 1642 S. G Ave. Unit 402 Nevada, IA 50201

Laurence James Dodd

Norine Huitt

Troy R Louwagie Hertz Real Estate Services PO Box 50 Mt. Vernon, IA 52314

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**Delores Weston** 

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

IN RE.	) CHAPTER 7 ) CASE NO. 22-00022-als7
THE HERMAN L. ROWLEY MEMORIAL TRUST,	) ) )
Debtor.	) CLERK'S CERTIFICATE )

The undersigned hereby certifies under penalty of perjury, that no notice of appeal, application to extend time for appeal, motions under Fed. R. Bankr. P. 9023, 9024, or motion to stay has been filed with respect to the Orders at Docket Nos. 73, 74, and 75, in the above noted bankruptcy.



Deputy Clerk

