

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF IOWA

In re:

RICKEY J. MORMANN,

Debtor.

) Case No. 25-00054

) Chapter 12

) CLERK'S CERTIFICATE

I, Theresa Stopelanon, ^{Deputy} a Clerk of the United States
Bankruptcy Court for the Northern District of Iowa, do hereby state that the Electronically
Certified Copies of the documents attached to this Certificate are true and correct copies of the
documents maintained by the Office of the Clerk of the United States Bankruptcy Court for the
Southern District of Iowa.

I further certify that the Motions (Dockets ## 14 & 35) to Approve the Sale of Property Free and
Clear Pursuant to 11 U.S.C. §363 was granted by Order (Docket ## 22 & 42) entered on July 7,
2025. A 21 day notice was provided as reflected on the Docket in advance of the entry of the
Order granting Debtor's Motion for Authority to sell real property free and clear of all liens,
claims, and encumbrances (Docket # 36).

I certify that no appeals to the Order Approving Sale (Docket #42) have been filed, no
applications to extend time for appeal have been filed, and that no motions to stay the Order
Approving Sale (Docket # 42) have been filed.

Dated this 25th day of July 2025.



Theresa Stopelanon
^{Deputy} CLERK, United States Bankruptcy Court,
Northern District of Iowa

Recorded: 8/5/2025 at 1:21:59.0 PM
County Recording Fee: \$207.00
Iowa E-Filing Fee: \$6.86
Combined Fee: \$213.86
Revenue Tax: \$0.00
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2025 PG: 2061

Fill in this information to identify your case:

United States Bankruptcy Court for the:

Northern District of Iowa

Case number (if known): _____ Chapter you are filing under:

- ☐ Chapter 7
☐ Chapter 11
☒ Chapter 12
☐ Chapter 13

☐ Check if this is an amended filing

Official Form 101

Voluntary Petition for Individuals Filing for Bankruptcy

06/24

The bankruptcy forms use *you* and *Debtor 1* to refer to a debtor filing alone. A married couple may file a bankruptcy case together—called a *joint* case—and in joint cases, these forms use *you* to ask for information from both debtors. For example, if a form asks, “Do you own a car,” the answer would be yes if either debtor owns a car. When information is needed about the spouses separately, the form uses *Debtor 1* and *Debtor 2* to distinguish between them. In joint cases, one of the spouses must report information as *Debtor 1* and the other as *Debtor 2*. The same person must be *Debtor 1* in all of the forms.

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Identify Yourself

1. Your full name

Write the name that is on your government-issued picture identification (for example, your driver's license or passport).

Bring your picture identification to your meeting with the trustee.

About Debtor 1:

Rickey

First name

Joseph

Middle name

Mormann

Last name

Suffix (Sr., Jr., II, III)

About Debtor 2 (Spouse Only in a Joint Case):

First name

Middle name

Last name

Suffix (Sr., Jr., II, III)

2. All other names you have used in the last 8 years

Include your married or maiden names and any assumed, trade names and *doing business as* names.

Do NOT list the name of any separate legal entity such as a corporation, partnership, or LLC that is not filing this petition.

First name

Middle name

Last name

Business name (if applicable)

Business name (if applicable)

First name

Middle name

Last name

Business name (if applicable)

Business name (if applicable)

3. Only the last 4 digits of your Social Security number or federal Individual Taxpayer Identification number (ITIN)

xxx - xx - 6 8 6 3

OR

9xx - xx - _____

xxx - xx - _____

OR

9xx - xx - _____

Debtor 1 **Rickey Joseph Mormann** Case number (if known) _____
First Name Middle Name Last Name

About Debtor 1:

About Debtor 2 (Spouse Only in a Joint Case):

4. Your Employer Identification Number (EIN), if any.

EIN _____

EIN _____

EIN _____

EIN _____

5. Where you live

If Debtor 2 lives at a different address:

2534 212th Street

Number Street

Number Street

Earlville, IA 52041

City State ZIP Code

City State ZIP Code

Delaware

County

County

If your mailing address is different from the one above, fill it in here. Note that the court will send any notices to you at this mailing address.

If Debtor 2's mailing address is different from yours, fill it in here. Note that the court will send any notices to you at this mailing address.

Number Street

Number Street

P.O. Box

P.O. Box

City State ZIP Code

City State ZIP Code

6. Why you are choosing this district to file for bankruptcy

Check one:

☒ Over the last 180 days before filing this petition, I have lived in this district longer than in any other district.

☐ I have another reason. Explain.
(See 28 U.S.C. § 1408)

Check one:

☐ Over the last 180 days before filing this petition, I have lived in this district longer than in any other district.

☐ I have another reason. Explain.
(See 28 U.S.C. § 1408)

Debtor 1 **Rickey** **Joseph** **Mormann**
First Name Middle Name Last Name

Case number (if known) _____

Part 2: Tell the Court About Your Bankruptcy Case

7. The chapter of the Bankruptcy Code you are choosing to file under
- Check one. (For a brief description of each, see *Notice Required by 11 U.S.C. § 342(b) for Individuals Filing for Bankruptcy* (Form 2010)). Also, go to the top of page 1 and check the appropriate box.

- ☐ Chapter 7
☐ Chapter 11
☒ Chapter 12
☐ Chapter 13

8. How you will pay the fee

- ☒ I will pay the entire fee when I file my petition. Please check with the clerk's office in your local court for more details about how you may pay. Typically, if you are paying the fee yourself, you may pay with cash, cashier's check, or money order. If your attorney is submitting your payment on your behalf, your attorney may pay with a credit card or check with a pre-printed address.
- ☐ I need to pay the fee in installments. If you choose this option, sign and attach the *Application for Individuals to Pay The Filing Fee in Installments* (Official Form 103A).
- ☐ I request that my fee be waived (You may request this option only if you are filing for Chapter 7. By law, a judge may, but is not required to, waive your fee, and may do so only if your income is less than 150% of the official poverty line that applies to your family size and you are unable to pay the fee in installments). If you choose this option, you must fill out the *Application to Have the Chapter 7 Filing Fee Waived* (Official Form 103B) and file it with your petition.

9. Have you filed for bankruptcy within the last 8 years?

☒ No.

☐ Yes. District _____ When _____ Case number _____
MM / DD / YYYY

District _____ When _____ Case number _____
MM / DD / YYYY

District _____ When _____ Case number _____
MM / DD / YYYY

10. Are any bankruptcy cases pending or being filed by a spouse who is not filing this case with you, or by a business partner, or by an affiliate?

☒ No.

☐ Yes. Debtor _____ Relationship to you _____
District _____ When _____ Case number, if known _____
MM / DD / YYYY

Debtor _____ Relationship to you _____
District _____ When _____ Case number, if known _____
MM / DD / YYYY

11. Do you rent your residence?

☒ No. Go to line 12.

☐ Yes. Has your landlord obtained an eviction judgment against you?

☐ No. Go to line 12.

☐ Yes. Fill out *Initial Statement About an Eviction Judgment Against You* (Form 101A) and file it as part of this bankruptcy petition.

Debtor 1 Rickey Joseph Mormann Case number (if known) _____
First Name Middle Name Last Name

Part 3: Report About Any Businesses You Own as a Sole Proprietor

12. Are you a sole proprietor of any full- or part-time business?

A sole proprietorship is a business you operate as an individual, and is not a separate legal entity such as a corporation, partnership, or LLC.

If you have more than one sole proprietorship, use a separate sheet and attach it to this petition.

- ☐ No. Go to Part 4.
☒ Yes. Name and location of business

Rickey Mormann- Farming and Trucking

Name of business, if any

2534 212th Street

Number Street

Earlville

City

IA

State

52041

ZIP Code

Check the appropriate box to describe your business:

- ☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
☒ None of the above

13. Are you filing under Chapter 11 of the Bankruptcy Code, and are you a small business debtor?

For a definition of *small business debtor*, see 11 U.S.C. § 101(51D).

If you are filing under Chapter 11, the court must know whether you are a small business debtor so that it can set appropriate deadlines. If you indicate that you are a small business debtor, you must attach your 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).

- ☒ No. I am not filing under Chapter 11.
☐ No. I am filing under Chapter 11, but I am NOT a small business debtor according to the definition in the Bankruptcy Code.
☐ Yes. I am filing under Chapter 11, I am a small business debtor according to the definition in the Bankruptcy Code, and I do not choose to proceed under Subchapter V of Chapter 11.
☐ Yes. I am filing under Chapter 11, I am a small business debtor according to the definition in the Bankruptcy Code, and I choose to proceed under Subchapter V of Chapter 11.

Debtor 1 **Rickey** **Joseph** **Mormann** Case number (if known) _____
First Name Middle Name Last Name

Part 4: Report If You Own or Have Any Hazardous Property or Any Property That Needs Immediate Attention

14. Do you own or have any property that poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety? Or do you own any property that needs immediate attention?

☒ No.

☐ Yes. What is the hazard? _____

If immediate attention is needed, why is it needed?

Where is the property?

Number	Street	
_____	_____	
_____	_____	
_____	_____	
City	State	ZIP Code
_____	_____	_____

Debtor 1 **Rickey** **Joseph** **Mormann**
 First Name Middle Name Last Name

Case number (if known) _____

Part 5: Explain Your Efforts to Receive a Briefing About Credit Counseling

15. Tell the court whether you have received a briefing about credit counseling.

The law requires that you receive a briefing about credit counseling before you file for bankruptcy. You must truthfully check one of the following choices. If you cannot do so, you are not eligible to file.

If you file anyway, the court can dismiss your case, you will lose whatever filing fee you paid, and your creditors can begin collection activities again.

About Debtor 1:

You must check one:

☒ I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, and I received a certificate of completion.

Attach a copy of the certificate and the payment plan, if any, that you developed with the agency.

☐ I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, but I do not have a certificate of completion.

Within 14 days after you file this bankruptcy petition, you **MUST** file a copy of the certificate and payment plan, if any.

☐ I certify that I asked for credit counseling services from an approved agency, but was unable to obtain those services during the 7 days after I made my request, and exigent circumstances merit a 30-day temporary waiver of the requirement.

To ask for a 30-day temporary waiver of the requirement, attach a separate sheet explaining what efforts you made to obtain the briefing, why you were unable to obtain it before you filed for bankruptcy, and what exigent circumstances required you to file this case.

Your case may be dismissed if the court is dissatisfied with your reasons for not receiving a briefing before you filed for bankruptcy.

If the court is satisfied with your reasons, you must still receive a briefing within 30 days after you file. You must file a certificate from the approved agency, along with a copy of the payment plan you developed, if any. If you do not do so, your case may be dismissed.

Any extension of the 30-day deadline is granted only for cause and is limited to a maximum of 15 days.

☐ I am not required to receive a briefing about credit counseling because of:

☐ **Incapacity.** I have a mental illness or a mental deficiency that makes me incapable of realizing or making rational decisions about finances.

☐ **Disability.** My physical disability causes me to be unable to participate in a briefing in person, by phone, or through the Internet, even after I reasonably tried to do so.

☐ **Active duty.** I am currently on active military duty in a military combat zone.

If you believe you are not required to receive a briefing about credit counseling, you must file a motion for waiver of credit counseling with the court.

About Debtor 2 (Spouse Only in a Joint Case):

You must check one:

☐ I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, and I received a certificate of completion.

Attach a copy of the certificate and the payment plan, if any, that you developed with the agency.

☐ I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, but I do not have a certificate of completion.

Within 14 days after you file this bankruptcy petition, you **MUST** file a copy of the certificate and payment plan, if any.

☐ I certify that I asked for credit counseling services from an approved agency, but was unable to obtain those services during the 7 days after I made my request, and exigent circumstances merit a 30-day temporary waiver of the requirement.

To ask for a 30-day temporary waiver of the requirement, attach a separate sheet explaining what efforts you made to obtain the briefing, why you were unable to obtain it before you filed for bankruptcy, and what exigent circumstances required you to file this case.

Your case may be dismissed if the court is dissatisfied with your reasons for not receiving a briefing before you filed for bankruptcy.

If the court is satisfied with your reasons, you must still receive a briefing within 30 days after you file. You must file a certificate from the approved agency, along with a copy of the payment plan you developed, if any. If you do not do so, your case may be dismissed.

Any extension of the 30-day deadline is granted only for cause and is limited to a maximum of 15 days.

☐ I am not required to receive a briefing about credit counseling because of:

☐ **Incapacity.** I have a mental illness or a mental deficiency that makes me incapable of realizing or making rational decisions about finances.

☐ **Disability.** My physical disability causes me to be unable to participate in a briefing in person, by phone, or through the Internet, even after I reasonably tried to do so.

☐ **Active duty.** I am currently on active military duty in a military combat zone.

If you believe you are not required to receive a briefing about credit counseling, you must file a motion for waiver of credit counseling with the court.

Debtor 1 Rickey Joseph Mormann Case number (if known) _____
 First Name Middle Name Last Name

Part 6: Answer These Questions for Reporting Purposes

16. What kind of debts do you have?
- 16a. Are your debts primarily consumer debts? *Consumer debts* are defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose."
- ☒ No. Go to line 16b.
☐ Yes. Go to line 17.
- 16b. Are your debts primarily business debts? *Business debts* are debts that you incurred to obtain money for a business or investment or through the operation of the business or investment.
- ☐ No. Go to line 16c.
☒ Yes. Go to line 17.
- 16c. State the type of debts you owe that are not consumer debts or business debts.
-
17. Are you filing under Chapter 7? ☒ No. I am not filing under Chapter 7. Go to line 18.
☐ Yes. I am filing under Chapter 7. Do you estimate that after any exempt property is excluded and administrative expenses are paid that funds will be available to distribute to unsecured creditors?
- ☐ No
☐ Yes
18. How many creditors do you estimate that you owe?
- ☒ 1-49 ☐ 1,000-5,000 ☐ 25,001-50,000 ☐ 50,000-100,000 ☐ More than 100,000
☐ 50-99 ☐ 5,001-10,000
☐ 100-199 ☐ 10,001-25,000
☐ 200-999
19. How much do you estimate your assets to be worth?
- ☐ \$0-\$50,000 ☒ \$1,000,001-\$10 million ☐ \$500,000,001-\$1 billion
☐ \$50,001-\$100,000 ☐ \$10,000,001-\$50 million ☐ \$1,000,000,001-\$10 billion
☐ \$100,001-\$500,000 ☐ \$50,000,001-\$100 million ☐ \$10,000,000,001-\$50 billion
☐ \$500,001-\$1 million ☐ \$100,000,001-\$500 million ☐ More than \$50 billion
20. How much do you estimate your liabilities to be?
- ☐ \$0-\$50,000 ☒ \$1,000,001-\$10 million ☐ \$500,000,001-\$1 billion
☐ \$50,001-\$100,000 ☐ \$10,000,001-\$50 million ☐ \$1,000,000,001-\$10 billion
☐ \$100,001-\$500,000 ☐ \$50,000,001-\$100 million ☐ \$10,000,000,001-\$50 billion
☐ \$500,001-\$1 million ☐ \$100,000,001-\$500 million ☐ More than \$50 billion

Part 7: Sign Below

For you

I have examined this petition, and I declare under penalty of perjury that the information provided is true and correct.

If I have chosen to file under Chapter 7, I am aware that I may proceed, if eligible, under Chapter 7, 11, 12, or 13 of title 11, United States Code. I understand the relief available under each chapter, and I choose to proceed under Chapter 7.

If no attorney represents me and I did not pay or agree to pay someone who is not an attorney to help me fill out this document, I have obtained and read the notice required by 11 U.S.C. § 342(b).

I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I understand 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 \$250,000, or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

X /s/ Rickey Joseph Mormann
 Rickey Joseph Mormann, Debtor 1
 Executed on 01/20/2025
 MM/ DD/ YYYY

Debtor 1	<u>Rickey</u>	<u>Joseph</u>	<u>Mormann</u>	Case number (if known) _____
	First Name	Middle Name	Last Name	

For your attorney, if you are represented by one

If you are not represented by an attorney, you do not need to file this page.

I, the attorney for the debtor(s) named in this petition, declare that I have informed the debtor(s) about eligibility to proceed under Chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each chapter for which the person is eligible. I also certify that I have delivered to the debtor(s) the notice required by 11 U.S.C. § 342(b) and, in a case in which § 707(b)(4)(D) applies, certify that I have no knowledge after an inquiry that the information in the schedules filed with the petition is incorrect.

X /s/ Robert Gainer Date 01/20/2025
Signature of Attorney for Debtor MM / DD / YYYY

Robert Gainer
Printed name

Cutler Law Firm PC
Firm name

1307 50th Street
Number Street

West Des Moines IA 50266-1782
City State ZIP Code

Contact phone (515) 223-6600 Email address rgainer@cutlerfirm.com

AT0000305 IA
Bar number State

Fill in this information to identify your case and this filing:

Debtor 1	<u>Rickey</u>	<u>Joseph</u>	<u>Mormann</u>
	First Name	Middle Name	Last Name
Debtor 2 (Spouse, if filing)			
	First Name	Middle Name	Last Name
United States Bankruptcy Court for the:	<u>Northern</u>		District of <u>Iowa</u>
Case number			

☐ Check if this is an amended filing

Official Form 106A/B

Schedule A/B: Property

12/15

In each category, separately list and describe items. List an asset only once. If an asset fits in more than one category, list the asset in the category where you think it fits best. Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Describe Each Residence, Building, Land, or Other Real Estate You Own or Have an Interest In

1. Do you own or have any legal or equitable interest in any residence, building, land, or similar property?

- ☐ No. Go to Part 2.
☒ Yes. Where is the property?

1.1 NW EX N 3 AC NE NW (157 acres)

Street address, if available, or other description

2534 212th Street

Earlville, IA 52041

City State ZIP Code

Delaware

County

What is the property? Check all that apply.

- ☐ Single-family home
☐ Duplex or multi-unit building
☐ Condominium or cooperative
☐ Manufactured or mobile home
☒ Land
☐ Investment property
☐ Timeshare
☐ Other _____

Who has an interest in the property? Check one.

- ☒ Debtor 1 only
☐ Debtor 2 only
☐ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another

Other information you wish to add about this item, such as local property identification number: 160340000400

Source of Value: Assessor

Do not deduct secured claims or exemptions. List the amount of any secured claims on Schedule D: Creditors Who Have Claims Secured by Property.

Current value of the entire property?

\$568,700.00

Current value of the portion you own?

\$568,700.00

Describe the nature of your ownership interest (such as fee simple, tenancy by the entireties, or a life estate), if known.

Homestead

☐ Check if this is community property (see instructions)

If you own or have more than one, list here:

Debtor **Mormann, Rickey Joseph**

Case number (if known) _____

1.2 N 1/2 SW N OF RY (25.96 acres)

Street address, if available, or other description

2534 212th Street

Earlville, IA 52041

City State ZIP Code

Delaware

County

What is the property? Check all that apply.

- ☐ Single-family home
☐ Duplex or multi-unit building
☐ Condominium or cooperative
☐ Manufactured or mobile home
☒ Land
☐ Investment property
☐ Timeshare
☐ Other _____

Who has an interest in the property? Check one.

- ☒ Debtor 1 only
☐ Debtor 2 only
☐ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another

Other information you wish to add about this item, such as local property identification number: **160340000410**

Source of Value: **Assessor**

Do not deduct secured claims or reservations. Put the amount of any secured claims on Schedule D, Creditors Who Have Claims Secured by Property.

Current value of the entire property?

\$58,100.00

Current value of the portion you own?

\$58,100.00

Describe the nature of your ownership interest (such as fee simple, tenancy by the entireties, or a life estate), if known.

Fee Simple

☐ Check if this is community property (see instructions)

1.3 W 1/2 NW, SE NW (120 acres)

Street address, if available, or other description

210th Street

Earlville, IA 52041

City State ZIP Code

Delaware

County

What is the property? Check all that apply.

- ☐ Single-family home
☐ Duplex or multi-unit building
☐ Condominium or cooperative
☐ Manufactured or mobile home
☒ Land
☐ Investment property
☐ Timeshare
☐ Other _____

Who has an interest in the property? Check one.

- ☒ Debtor 1 only
☐ Debtor 2 only
☐ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another

Other information you wish to add about this item, such as local property identification number: **160270000710**

Source of Value: **Assessor**

Do not deduct secured claims or reservations. Put the amount of any secured claims on Schedule D, Creditors Who Have Claims Secured by Property.

Current value of the entire property?

\$262,800.00

Current value of the portion you own?

\$262,800.00

Describe the nature of your ownership interest (such as fee simple, tenancy by the entireties, or a life estate), if known.

Fee Simple

☐ Check if this is community property (see instructions)

1.4 NW SW EX S 3/4 (10 acres)

Street address, if available, or other description

210th Street

Earlville, IA 52041

City State ZIP Code

Delaware

County

What is the property? Check all that apply.

- ☐ Single-family home
☐ Duplex or multi-unit building
☐ Condominium or cooperative
☐ Manufactured or mobile home
☒ Land
☐ Investment property
☐ Timeshare
☐ Other _____

Who has an interest in the property? Check one.

- ☒ Debtor 1 only
☐ Debtor 2 only
☐ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another

Other information you wish to add about this item, such as local property identification number: **160270000720**

Source of Value: **Assessor**

Do not deduct secured claims or reservations. Put the amount of any secured claims on Schedule D, Creditors Who Have Claims Secured by Property.

Current value of the entire property?

\$22,300.00

Current value of the portion you own?

\$22,300.00

Describe the nature of your ownership interest (such as fee simple, tenancy by the entireties, or a life estate), if known.

Fee Simple

☐ Check if this is community property (see instructions)

Debtor **Mormann, Rickey Joseph**

Case number (if known) _____

1.5 NW SE EX PARCEL B (25.22 acres)

Street address, if available, or other description

Earlville, IA 52041

City State ZIP Code

Delaware

County

What is the property? Check all that apply.

- ☐ Single-family home
☐ Duplex or multi-unit building
☐ Condominium or cooperative
☐ Manufactured or mobile home
☒ Land
☐ Investment property
☐ Timeshare
☐ Other _____

Who has an interest in the property? Check one.

- ☒ Debtor 1 only
☐ Debtor 2 only
☐ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another

Other information you wish to add about this item, such as local property identification number: 160270001110

Source of Value: Assessor

Do not deduct secured claims or reservations. Put the amount of any secured claims on Schedule D, Creditors Who Have Claims Secured by Property.

Current value of the entire property?

\$34,200.00

Current value of the portion you own?

\$34,200.00

Describe the nature of your ownership interest (such as fee simple, tenancy by the entireties, or a life estate), if known.

Fee Simple

☐ **Check if this is community property (see instructions)**

1.6 NE SW (40 acres)

Street address, if available, or other description

Earlville, IA 52041

City State ZIP Code

Delaware

County

What is the property? Check all that apply.

- ☐ Single-family home
☐ Duplex or multi-unit building
☐ Condominium or cooperative
☐ Manufactured or mobile home
☒ Land
☐ Investment property
☐ Timeshare
☐ Other _____

Who has an interest in the property? Check one.

- ☒ Debtor 1 only
☐ Debtor 2 only
☐ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another

Other information you wish to add about this item, such as local property identification number: 160270001120

Source of Value: Assessor

Do not deduct secured claims or reservations. Put the amount of any secured claims on Schedule D, Creditors Who Have Claims Secured by Property.

Current value of the entire property?

\$85,400.00

Current value of the portion you own?

\$85,400.00

Describe the nature of your ownership interest (such as fee simple, tenancy by the entireties, or a life estate), if known.

Fee Simple

☐ **Check if this is community property (see instructions)**

1.7 S OF RY N 1/2 SE, S OF RY SE NE (67.90 acres)

Street address, if available, or other description

212th Street

Earlville, IA 52041

City State ZIP Code

Delaware

County

What is the property? Check all that apply.

- ☐ Single-family home
☐ Duplex or multi-unit building
☐ Condominium or cooperative
☐ Manufactured or mobile home
☒ Land
☐ Investment property
☐ Timeshare
☐ Other _____

Who has an interest in the property? Check one.

- ☒ Debtor 1 only
☐ Debtor 2 only
☐ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another

Other information you wish to add about this item, such as local property identification number: 160340001400

Source of Value: Assessor

Do not deduct secured claims or reservations. Put the amount of any secured claims on Schedule D, Creditors Who Have Claims Secured by Property.

Current value of the entire property?

\$95,400.00

Current value of the portion you own?

\$95,400.00

Describe the nature of your ownership interest (such as fee simple, tenancy by the entireties, or a life estate), if known.

Fee Simple

☐ **Check if this is community property (see instructions)**

Debtor **Mormann, Rickey Joseph**

Case number (if known) _____

1.8 S 1/2 NE N OF RY (73.34 acres)

Street address, if available, or other description

2582 212th Street

Earlville, IA 52041

City State ZIP Code

Delaware

County

What is the property? Check all that apply.

- ☐ Single-family home
☐ Duplex or multi-unit building
☐ Condominium or cooperative
☐ Manufactured or mobile home
☒ Land
☐ Investment property
☐ Timeshare
☐ Other _____

Who has an interest in the property? Check one.

- ☒ Debtor 1 only
☐ Debtor 2 only
☐ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another

Other information you wish to add about this item, such as local property identification number: **160340002000**

Source of Value: **Assessor**

Do not deduct secured claims or exemptions. Put the amount of any secured claims on Schedule D: Creditors Who Have Claims Secured by Property.

Current value of the entire property?

\$160,200.00

Current value of the portion you own?

\$160,200.00

Describe the nature of your ownership interest (such as fee simple, tenancy by the entireties, or a life estate), if known.

Fee Simple

☐ Check if this is community property (see instructions)

1.9 N 1/2 SE N OF RY (9.91 acres)

Street address, if available, or other description

2582 212th Street

Earlville, IA 52041

City State ZIP Code

Delaware

County

What is the property? Check all that apply.

- ☐ Single-family home
☐ Duplex or multi-unit building
☐ Condominium or cooperative
☐ Manufactured or mobile home
☒ Land
☐ Investment property
☐ Timeshare
☐ Other _____

Who has an interest in the property? Check one.

- ☒ Debtor 1 only
☐ Debtor 2 only
☐ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another

Other information you wish to add about this item, such as local property identification number: **160340002010**

Source of Value: **Assessor**

Do not deduct secured claims or exemptions. Put the amount of any secured claims on Schedule D: Creditors Who Have Claims Secured by Property.

Current value of the entire property?

\$17,100.00

Current value of the portion you own?

\$17,100.00

Describe the nature of your ownership interest (such as fee simple, tenancy by the entireties, or a life estate), if known.

Fee Simple

☐ Check if this is community property (see instructions)

2. Add the dollar value of the portion you own for all of your entries from Part 1, including any entries for pages you have attached for Part 1. Write that number here



\$1,304,200.00

Part 2: Describe Your Vehicles

Do you own, lease, or have legal or equitable interest in any vehicles, whether they are registered or not? Include any vehicles you own that someone else drives. If you lease a vehicle, also report it on *Schedule G: Executory Contracts and Unexpired Leases*.

3. Cars, vans, trucks, tractors, sport utility vehicles, motorcycles

- ☐ No
☒ Yes

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF IOWA**

In re:	)	Case No. 25-00054
)	
RICKEY JOSEPH MORMANN,	)	Chapter 12
Debtors.)	
	)	Hon. Thad J. Collins
)	
	)	DEBTOR'S MOTION TO
	)	APPROVE SALE OF PROPERTY
	)	FREE AND CLEAR PURSUANT
	)	TO 11 U.S.C. §§ 363 & 1206

COMES NOW Rickey Josph Mormann, Debtor, and in support of this Motion to approve sale of Property Free and Clear pursuant to 11 U.S.C. §§ 363 and 1206, avers as follows:

1. Debtor filed a Motion to Sell Free and Clear on March 12, 2025, at Dkt #14 (hereafter, Sales Motion), to auction and sell certain real property.
2. By motion and Court Order, Debtor employed Agri-Management Farm Services, LLC d/b/a Growthland (hereafter, Growthland), to market and sell certain real property (Dkts ##13, 23).
3. The real property from Debtor's Schedule A/B (Dkt # 1) that Debtor seeks approval to sell through the instant Motion to Approve Sale of Property, by approval of the enclosed Purchase Agreements, is as follows:
 - a) Declaration 1.1: that portion of 36 acres m/l, subject to parcel split from Parcel # 160340000400: NE1/4 NW1/4 of Section 34, T89N (hereafter, Tract 3);
 - b) Declaration 1.1 & 1.2: that portion of 94 acres m/l, 160340000400 & 160340000410: W1/2 NW1/4 Section 34, T89N, R4W and the W1/2 N1/2 SW1/4 lying N of the RR ROW Section 34, T89N, R4W (hereafter, Tract 4); and
 - c) Declaration 1.7: All that part of the SE1/4 of the NE1/4 of Section 34 lying S of the Railroad right of way, and all that part of the N1.2 of the

SE1/4 of Section 34 lying S of the Railroad right of way, in Township 89 N, Range 4 W of the 5th P.M., subject to highway and easements of Record (hereafter, Tract 5).

4. The Purchase Agreement reflecting the terms of sale are attached hereto for Tract 3, Tract 4, and Tract 5. See Exhibit A (Tract 3), Exhibit B (Tract 5), and Exhibit C (Tract 4).
5. The sale of Tract 3, Tract 4, and Tract 5 is in the best interest of the estate and its creditors, as it generated competitive bidding, was conducted in a fair and transparent manner, providing an equal opportunity for all interested parties that wished to participate, to participate. See Ex D (Declaration of Ben Isaacson, Growthland).
6. Debtor requests this Court approve the sale through the Purchase Agreements, attached as Exhibit A and Exhibit B, to Cameron & Tracy Schulte; and attached as Exhibit C, to Donald Pottebaum or assigns, without the need for further hearing, so the sale can close.
7. Debtor further requests this Court waive the 14-day period staying any order under Bankruptcy Rules 6004(h).

WHEREFORE, the Debtor requests that the Court:

- (a) enter an Order approving the auction and sale results, and permit the sale of Tract 3 and Tract 5 pursuant to the terms provided in Exhibit A and Exhibit B, to Cameron & Tracy Schulte, free and clear of all liens, encumbrances, claims and interests, and establishing Cameron & Tracy Schulte, as entitled to all the protections of 11 U.S.C. §363 of a good faith purchaser for value, with particularity and not by limitation, to include those protections of 11 U.S.C. §363(m);

- (b) enter an Order approving the auction and sale results, and permit the sale of Tract 4 pursuant to the terms provided in Exhibit C, to Donald Pottebaum or assigns, free and clear of all liens, encumbrances, claims and interests, and establishing Donald Pottebaum or assigns, as entitled to all the protections of 11 U.S.C. §363 of a good faith purchaser for value, with particularity and not by limitation, to include those protections of 11 U.S.C. §363(m);
- (c) Authorize Growthland to facilitate the sale and conveyance of the Tract 3, Tract 4, and Tract 5 as identified in Dkt #14, 15, 22, and 23;
- (d) Find that the Sale Order be effective immediately, and that the stay provisions of Bankruptcy Rules 6004(h) will not apply; and
- (e) provide such other relief as the Court deem just and equitable.

RESPECTFULLY SUBMITTED,

CUTLER LAW FIRM, P.C.

By: /s/ Robert Gainer
Robert Gainer AT0000305
1307 50th Street
West Des Moines, IA 50266
Tel: 515-223-6600
Fax: 515-223-6787
Email: rgainer@cutlerfirm.com
ATTORNEY FOR DEBTOR

CERTIFICATE OF SERVICE

I hereby certify that on June 10, 2025, 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, including the United States Trustee; and via USPS, first class, postage prepaid, to the parties listed on the Creditor Matix enclosed hereto.

/s/ Stephanie Newton

Docusign Envelope ID: EC1A86C7-9098-4C13-B636-53501D87453D

Growthland

REAL ESTATE SALES AGREEMENT

AGENCY DISCLOSURE

An agency disclosure must be made by the agent prior to any offer being made by the BUYER or SELLER. By signing below the BUYER and SELLER confirm that written disclosure of agency representation was provided to them prior to the signing of the REAL ESTATE SALES AGREEMENT.

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, prepare and complete form documents as authorized by Iowa law or rule, such as purchase agreements, groundwater hazard statements and declaration of value.

GROWTHLAND BROKER and all licensees employed by or associated with the Broker.
Represents x BOTH SELLER AND BUYER SELLER BUYER
 CO-BROKER and all licensees employed by or associated with the Co-Broker,
Represents SELLER BUYER

Signed by:
Cameron Schulte
APR 11 2025 | 8:54 AM CDT

BUYER: _____ DATE: _____

X Rickey J. Mormann

BUYER: _____ DATE: _____

SELLER: _____ DATE: _____

SALES AGREEMENT ("Agreement"):

1. We (I) the undersigned having personally examined the property, hereby agree to purchase through **GROWTHLAND**, Agent for the Seller(s), the following described real estate located in Delaware County, to wit:
This real estate is approximately described below:
"See Exhibit A"; exact legal description to come from the abstract.

2. Subject to all easements and containing acres more 36 or less.

<u>Rickey J. Mormann</u>	Seller
_____	Seller(s)
<u>Cameron and Tracy Schulte</u>	Buyer
_____	Buyer(s)

Buyer agrees to pay for said real estate the total sum of five hundred sixty seven thousand and 00/100
(\$567,000.00)

\$ 567,000.00	Total purchase price
\$ 56,700.00	Earnest money with this offer
\$ 510,300.00	Funds due at closing
\$ 567,000.00	Total purchase price

BUYER(S) INITIALS: C K S

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

EXHIBIT A

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3. **TITLE APPROVAL:**

Sellers shall have the Abstract of Title extended to date at their expense and submit to Buyers. Buyers shall have fifteen days from date of receipt of Abstract to deliver a copy of his attorney's opinion to Sellers, stating any objection and only objections stated shall be considered. Abstract shall show good and merchantable title subject to all easements and restrictions of record. Sellers agree to convey title by General Warranty Deed and obtain Bankruptcy Court approval of sale as provided for herein.

4. **TAXES AND SPECIAL ASSESSMENTS:**

Sellers shall pay real estate taxes, which will be prorated to date of closing. Buyers shall pay all subsequent taxes. All special assessments now certified as a lien on the Treasurer's books as of the date of this agreement are to be paid by the Sellers.

5. **CASUALTY LOSS:**

Sellers shall maintain existing fire, windstorm and extended coverage insurance until Buyers possession. If any part of the property is damaged or destroyed Sellers shall pay such loss to the Buyers. Buyers, if they desire, may obtain additional insurance to cover such risks or loss.

6. **POSSESSION OR CLOSING:**

Possession shall be at closing and closing date ("Closing") shall be on or before July 1, 2025 or within seven days after Court Order approving Sale.

7. **DEFAULT:**

If Buyers fail to comply herewith, Sellers may either enforce specific performance or terminate this contract and receive the Earnest Money as liquidation damages, one half of which (but not exceeding the herein recited Broker's fee) shall be paid by Sellers to Broker in full payment for Broker's services. If Sellers are unable with default to deliver merchantable title within the time herein specified, Buyers may either terminate this agreement and receive the Earnest Money as the sole remedy, or extend this time up to thirty days. If Earnest Money is returned or retained as liquidated damages the Buyers shall immediately abandon any and all claims upon or arising out of said real estate and this agreement shall be considered cancelled, and Sellers have unqualified rights to full possession of said real estate.

8. **ESCROW:**

Earnest Money is deposited with Escrow Agent with the understanding that Escrow Agent (a) does not assume or have any liability for performance or nonperformance of either Buyers or Sellers, (b) is not liable for interest or other charges on the funds held, (c) has the right to require the receipt, release and authorization in writing from both Buyers and Sellers before paying the deposit to any party. Both the Buyers and Sellers authorize the Agent to use these funds for payment of attorney fees, abstract costs, Brokers commission and any other fees related to this transaction.

9. **SALES EXPENSE:**

(a) Seller's expense shall include outstanding loans, repayment penalty on loans, release costs, abstract costs, prepare deed or real estate contract, real estate taxes, revenue stamps and brokers commission.

(b) Buyers expense shall include loan appraisal fees, preparation of lease documents, credit reports and recording fees.

(c) Survey of this real estate shall , shall not X , be made prior to possession at the expense of the Buyers , Sellers .

10. **BROKER'S FEE:**

Sellers agree to pay the GROWTHLAND, Broker, herein as follows: a fee as per the Court Order approving Growthland Retention, Docket #23 in Bankruptcy Case 25-00054 at the closing.

11. **TENANT TERMINATION:**

Broker shall , shall not X , have the right as agent for the Sellers to terminate the rights of any tenant presently in possession of the real estate.

12. **INTEREST BEARING TRUST ACCOUNT:**

Escrow Agent is , is not X , given the right to deposit trust funds in an interest bearing account with the interest accruing for the benefit of the Buyers , Sellers , Jointly .

13. **PROPERTY CONDITION:**

Buyers accept the property in its present condition, subject to those restrictions and easements that run with the land. This is an "AS-IS; WHERE-IS" purchase. Both Buyers and Sellers agree that Broker makes no representation or warranties as to the condition or suitability of the real or personal property covered by this agreement.

BUYER(S) INITIALS:

C K S

SELLER(S) INITIALS:

L R M

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

DocuSign Envelope ID: EC1A86C7-9099-4C13-B636-63501D87453D

14. **SPECIAL PROVISIONS:** This Agreement is subject to the following provisions, which must be completed to Buyer's satisfaction prior to closing.
- LIKE-KIND EXCHANGE.** SELLER acknowledges that if the BUYER would like to structure this transfer as a qualified like-kind exchange under Section 1031 of the Internal Revenue Code (the "Code"), SELLER agrees to cooperate with BUYER in structuring the closing of the sale of the Property to BUYER to qualify the transaction as a qualified like-kind exchange under Section 1031 of the Code. BUYER shall assume and pay costs relating to accomplishing the like-kind exchange and shall indemnify and hold SELLER harmless from any costs and liability associated with such an exchange, to include any delay costs with secured parties and requirements of the Bankruptcy Court and Code.
 - Buyer may take field possession prior to closing by signing a short-term lease. In the event the sales agreement is terminated, the lease will survive with the Buyer paying the Seller \$400/acre from the earnest money as rent for the 2025 crop season.
 - A Right of First Refusal in favor of Matthew J. Reicher is in place. Mr. Reicher will have ten days after presentation of this offer to exercise this right via written notice. This right expires if written notice is not provided by day ten.
 - Sale is subject to Bankruptcy Court approval.

BUYER(S) INITIALS:

C K S

Dated this Apr 11 30, 2025 | 8:54 AM CDT

and null and void if not accepted on or before Central Standard Time.

Signed by:

Cameron Schulte

BUYER: Cameron Schulte

ADDRESS: 708 s Locust Street Edgewood IA 52042
PHONE: 563 920 2498 EMAIL: schultecameron@yahoo.com

BUYER:

ADDRESS:

PHONE:

EMAIL:

SELLER'S RESPONSE

The undersigned Seller of the above property:

☒ Accepts ☐ Rejects ☐ Counteroffers
to sell this property according to the terms above.

[Signature]

J. Ruth Mormann

ADDRESS:

PHONE:

EMAIL:

SELLER:

ADDRESS:

PHONE:

EMAIL:

Ben W. Johnson

BROKER: GROWTHLAND

BUYER(S) INITIALS:

C K S

SELLER(S) INITIALS:

J RM

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

EXHIBIT A



BUYER(S) INITIALS: C K S SELLER(S) INITIALS: X R M

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

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Growthland

REAL ESTATE SALES AGREEMENT

AGENCY DISCLOSURE

An agency disclosure must be made by the agent prior to any offer being made by the BUYER or SELLER. By signing below the BUYER and SELLER confirm that written disclosure of agency representation was provided to them prior to the signing of the REAL ESTATE SALES AGREEMENT.

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, prepare and complete form documents as authorized by Iowa law or rule, such as purchase agreements, groundwater hazard statements and declaration of value.

GROWTHLAND BROKER and all licensees employed by or associated with the Broker.
Represents x BOTH SELLER AND BUYER SELLER BUYER
CO-BROKER and all licensees employed by or associated with the Co-Broker,
Represents SELLER BUYER

Signed by:
Cameron Schulte
APR 11 2025 | 8:54 AM CDT

BUYER: _____ DATE _____

Rickey J. Momann 5-6-25
SELLER: _____ DATE _____

BUYER: _____ DATE _____

SELLER: _____ DATE _____

SALES AGREEMENT ("Agreement"):

1. We (I) the undersigned having personally examined the property, hereby agree to purchase through GROWTHLAND, Agent for the Seller(s), the following described real estate located in Delaware County, to wit:
This real estate is approximately described below:
"See Exhibit A"; exact legal description to come from the abstract

2. Subject to all easements and containing acres more 67 or less.

Rickey J. Momann Seller
Cameron and Tracy Schulte Seller(s)
Buyer
Buyer(s)

Buyer agrees to pay for said real estate the total sum of five hundred forty four thousand three hundred seventy five and 00/100 (\$ 544,375.00)

\$ 544,375.00 Total purchase price
\$ 54,437.50 Earnest money with this offer
\$ 489,937.50 Funds due at closing
\$ 544,375.00 Total purchase price

BUYER(S) INITIALS: C K S

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

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

Docusign Envelope ID: EC1A86C7-9099-4C13-B636-53601D67453D

14. **SPECIAL PROVISIONS:** This Agreement is subject to the following provisions, which must be completed to Buyer's satisfaction prior to closing.
- a. **LIKE-KIND EXCHANGE.** SELLER acknowledges that if the BUYER would like to structure this transfer as a qualified like-kind exchange under Section 1031 of the Internal Revenue Code (the "Code"), SELLER agrees to cooperate with BUYER in structuring the closing of the sale of the Property to BUYER to qualify the transaction as a qualified like-kind exchange under Section 1031 of the Code. BUYER shall assume and pay costs relating to accomplishing the like-kind exchange and shall indemnify and hold SELLER harmless from any costs and liability associated with such an exchange, to include any delay costs with secured parties and requirements of the Bankruptcy Court and Code.
 - b. Buyer may take field possession prior to closing by signing a short-term lease. In the event the sales agreement is terminated, the lease will survive with the Buyer paying the Seller \$400/acre from the earnest money as rent for the 2025 crop season.
 - c. Buyer is solely responsible to attain an ingress-egress easement for access.
 - d. Sale is subject to Bankruptcy Court approval.

BUYER(S) INITIALS:

CKS

Ruth Morman

Dated this April 30, 2025 | 8:54 AM CDT

and null and void if not accepted on or before Central Standard Time.

Signed by:

Cameron Schulte

BUYER: Cameron Schulte

ADDRESS: 708 s Locust Street Edgewood IA 52042
PHONE: 563 920 2498 EMAIL: schultecameron@yahoo.com

BUYER:

ADDRESS:

PHONE:

EMAIL:

SELLER'S RESPONSE

The undersigned Seller of the above property:

☒ Accepts ☐ Rejects ☐ Counteroffers
to sell this property according to the terms above.

ADDRESS:

PHONE:

EMAIL:

SELLER:

ADDRESS:

PHONE:

EMAIL:

Beji H. Davis

BROKER: GROWTHLAND

BUYER(S) INITIALS:

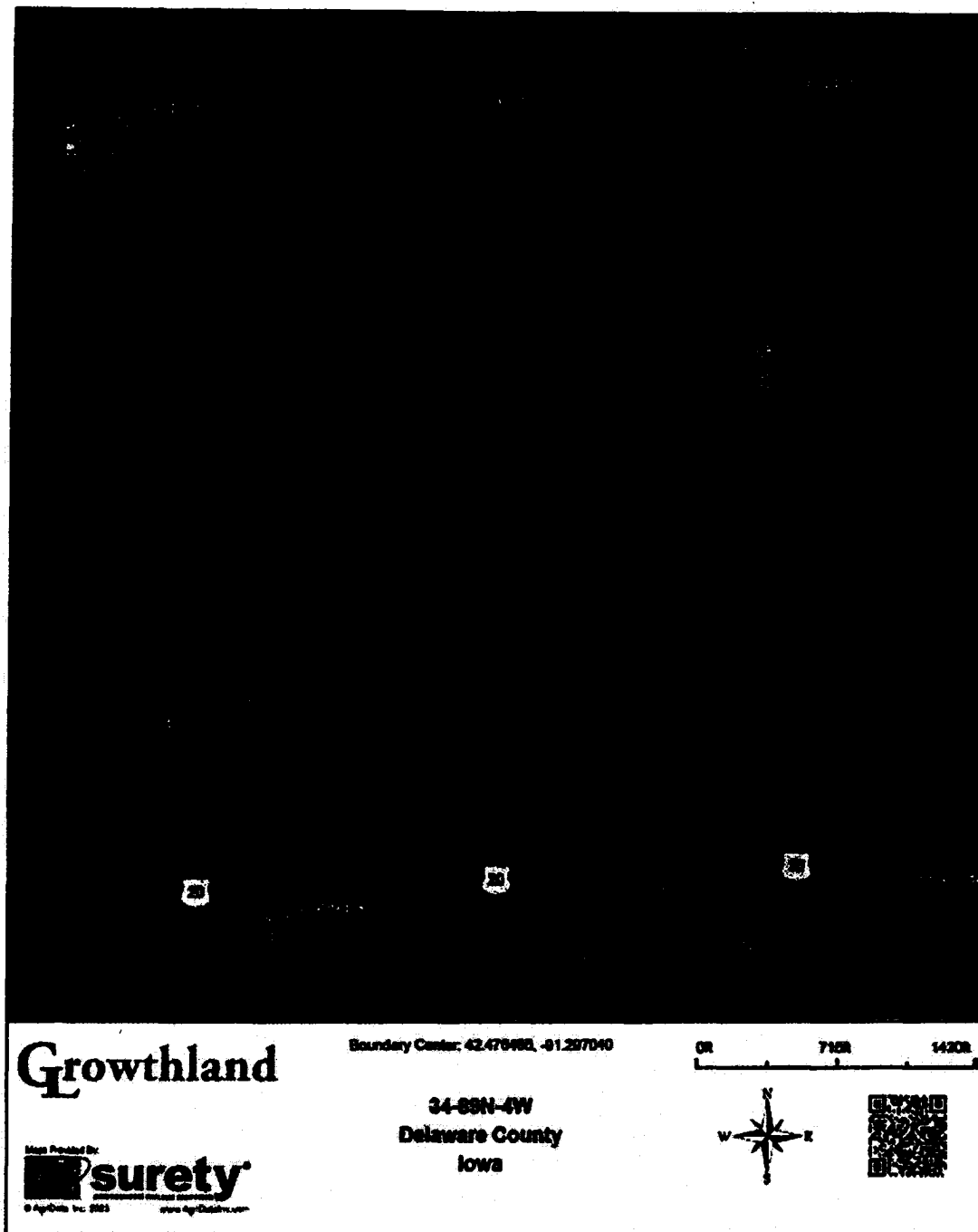
CKS

SELLER(S) INITIALS:

JRM

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

EXHIBIT A



BUYER(S) INITIALS: CKS SELLER(S) INITIALS: LRM
THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK LEGAL ADVICE

3 TITLE APPROVAL

Sellers shall have the Abstract of Title extended to date at their expense and submit to Buyers. Buyers shall have fifteen days from date of receipt of Abstract to deliver a copy of his attorney's opinion to Sellers, stating any objection and only objections stated shall be considered. Abstract shall show good and merchantable title subject to all easements and restrictions of record. Sellers agree to convey title by General Warranty Deed and obtain Bankruptcy Court approval of sale as provided for herein.

4 TAXES AND SPECIAL ASSESSMENTS

Sellers shall pay real estate taxes, which will be prorated to date of closing. Buyers shall pay all subsequent taxes. All special assessments now certified as a lien on the Treasurer's books as of the date of this agreement are to be paid by the Sellers.

5 CASUALTY LOSS

Sellers shall maintain existing fire, windstorm and extended coverage insurance until Buyers possession. If any part of the property is damaged or destroyed Sellers shall pay such loss to the Buyers. Buyers, if they desire, may obtain additional insurance to cover such risks or loss.

6. POSSESSION OR CLOSING:

Possession shall be upon termination of the 2025 Crop year tenancy (see ¶14) _____ Closing date ("Closing") shall be on or before or within seven days after Court Order approving Sale.

7. DEFAULT:

If Buyers fail to comply herewith, Sellers may either enforce specific performance or terminate this contract and receive the Earnest Money as liquidation damages, one half of which (but not exceeding the herein recited Broker's fee) shall be paid by Sellers to Broker in full payment for Broker's services. If Sellers are unable with default to deliver merchantable title within the time herein specified, Buyers may either terminate this agreement and receive the Earnest Money as the sole remedy, or extend this time up to thirty days. If Earnest Money is returned or retained as liquidated damages the Buyers shall immediately abandon any and all claims upon or arising out of said real estate and this agreement shall be considered cancelled, and Sellers have unqualified rights to full possession of said real estate.

8. ESCROW:

Earnest Money is deposited with Escrow Agent with the understanding that Escrow Agent (a) does not assume or have any liability for performance or nonperformance of either Buyers or Sellers, (b) is not liable for interest or other charges on the funds held, (c) has the right to require the receipt, release and authorization in writing from both Buyers and Sellers before paying the deposit to any party. Both the Buyers and Sellers authorize the Agent to use these funds for payment of attorney fees, abstract costs, Brokers commission and any other fees related to this transaction.

9. SALES EXPENSE:

(a) Seller's expense shall include outstanding loans, repayment penalty on loans, release costs, abstract costs, prepare deed or real estate contract, real estate taxes, revenue stamps and brokers commission.

(b) Buyers expense shall include loan appraisal fees, preparation of lease documents, credit reports and recording fees.

(c) Survey of this real estate shall X, shall not , be made prior to possession at the expense of the Buyers , Sellers X.

10. BROKER'S FEE:

Sellers agree to pay the GROWTHLAND Broker, herein as follows: a fee as per the Court Order approving Growthland Retention, Docket #23 in Bankruptcy Case 25-00054 at the closing.

11. TENANT TERMINATION:

Broker shall , shall not X, have the right as agent for the Sellers to terminate the rights of any tenant presently in possession of the real estate.

12. INTEREST BEARING TRUST ACCOUNT:

Escrow Agent is , is not X, given the right to deposit trust funds in an interest bearing account with the interest accruing for the benefit of the Buyers , Sellers , Jointly .

13. PROPERTY CONDITION:

Buyers accept the property in its present condition, subject to those restrictions and easements that run with the land. This is an "AS-IS; WHERE-IS" purchase. Both Buyers and Sellers agree that Broker makes no representation or warranties as to the condition or suitability of the real or personal property covered by this agreement.

BUYER(S) INITIALS: BP

SELLER(S) INITIALS:

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

14 SPECIAL PROVISIONS This Agreement is subject to the following provisions, which must be completed to Buyer's satisfaction prior to closing

- a **LIKE-KIND EXCHANGE** SELLER acknowledges that if the BUYER would like to structure this transfer as a qualified like-kind exchange under Section 1031 of the Internal Revenue Code (the "Code"), SELLER agrees to cooperate with BUYER in structuring the closing of the sale of the Property to BUYER to qualify the transaction as a qualified like-kind exchange under Section 1031 of the Code. BUYER shall assume and pay costs relating to accomplishing the like-kind exchange and shall indemnify and hold SELLER harmless from any costs and liability associated with such an exchange, to include any delay costs with secured parties and requirements of the Bankruptcy Court and Code.
- b Seller to rent tillable farmland from Buyer for 2025 crop season by signing a separate lease. Key terms of the lease include, but are not limited to, the following: rent shall be \$325.00 per tillable acre (\$325 x 86 tillable = \$27,950.00) with payment credited to the Buyer at closing, verification of fertilizer applied providing to the Buyer, no crop residue removed, all tile repairs are cost of Seller during the lease, immediate possession of the farm upon removal of the crop or in no event later than December 20th, 2025, and a signed termination agreement for the 2025 crop year executed at closing.
- c Sale is subject to Bankruptcy Court approval.

BUYER(S) INITIALS: DP SELLER(S) INITIALS: _____

Dated this June 30, 2025 at 4:33 PM CST

and null and void if not accepted on or before _____ Central Standard Time.

Signed by:
Doris [Signature]
REASON: [Signature]

BUYER:

ADDRESS:

PHONE:

EMAIL:

BUYER:

ADDRESS:

PHONE:

EMAIL:

SELLER'S RESPONSE

The undersigned Seller of the above property:

☐ Accepts ☐ Rejects ☐ Counteroffers
to sell this property according to the terms above.

Date: 6-8-25

Ruth Morman
SELLER:

ADDRESS:

PHONE:

EMAIL:

SELLER:

ADDRESS:

PHONE:

EMAIL:

John N. Ariz
BROKER: GROWTHLAND

BUYER(S) INITIALS: DP

SELLER(S) INITIALS: _____

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

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF IOWA**

In re:	)	Case No.: 25-00054
)	
RICKEY JOSEPH MORMANN,	)	Chapter 12
)	
Debtor.)	
	)	DECLARATION IN
	)	SUPPORT OF SALES RESULTS &
	)	REQUEST TO APPROVE SALE OF
	)	FARMLAND
)	

I, Benjamin W. Isaacson, state under penalty of perjury and the laws of the state of Iowa that to the best of my knowledge:

1. I have been engaged as the broker and sales agent responsible for conducting the sale of real estate assets, specifically, as put forward within Schedule A/B at Dkt #1 as follows:
 - a) Declaration 1.1: that portion of 36 acres m/l, subject to parcel split from Parcel # 160340000400: NE1/4 NW1/4 of Section 34, T89N (hereafter, Tract 3);
 - b) Declaration 1.1 & 1.2: that portion of 94 acres m/l, 160340000400 & 160340000410: W1/2 NW1/4 Section 34, T89N, R4W and the W1/2 N1/2 SW1/4 lying N of the RR ROW Section 34, T89N, R4W (hereafter, Tract 4); and
 - c) Declaration 1.7: All that part of the SE1/4 of the NE1/4 of Section 34 lying S of the Railroad right of way, and all that part of the N1.2 of the SE1/4 of Section 34 lying S of the Railroad right of way, in Township 89 N, Range 4 W of the 5th P.M., subject to highway and easements of Record (hereafter, Tract 5).
2. The sale of: Tract 3, Tract 4, and Tract 5 was conducted in accordance with the terms and conditions set forth in the Growthland Retention Order at Dkt #23, and the Motion to Sell Free and Clear, Dkt #14, and Order thereon (in compliance with the provisions of 11 U.S.C. §§ 363 and 1206.
3. The marketing period and bid submission for the sale for Tract 3, Tract 4, and Tract 5 was properly noticed and marketed.
4. The marketing period and bid submission, and ultimate sale process, was conducted in an open and transparent manner, allowing all interested parties an equal opportunity to

participate. The bidding process was fair and competitive, with multiple qualified bidders actively engaging in the auction.

5. The highest and best value for Tract 3, Tract 4, and Tract 5 was obtained through the sales process, as follows:

- a) The winning and accepted bid for Tract 3 and Tract 5 was submitted by Cameron & Tracy Schulte;
- b) The winning and accepted bid for Tract 4 was submitted by Donald Pottebaum or assigns,

The bids were the result of competitive and arm's-length negotiations.

- 6. I did not observe any irregularities or improprieties during the sales process, and there were no conflicts of interest that could have compromised the integrity of the sale.
- 7. The sale of Tract 3, Tract 4, and Tract 5 is, in my professional opinion, in the best interest of the bankruptcy estate and its creditors. It represents a fair and equitable outcome that maximizes the value of Tract 3, Tract 4, and Tract 5 for the benefit of all stakeholders.
- 8. Growthland has no economic relationship, or ownership interest, in or with Cameron Schulte or Donald Pottebaum.
- 9. I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct to the best of my knowledge and belief.

Dated: 6/10/2025

By: Benjamin W. Isaacson
Benjamin W. Isaacson, as Individual
And
Authorized Representative of
Agri-Management Farm Services,
LLC d/b/a Growthland

Label Matrix for local noticing
0862-1

Barker Financial LLC
116 E College Suite 1
Iowa City, IA 52240-4069

111 Seventh Avenue SE #15
Cedar Rapids, IA 52401-2103

Case 25-00054
Northern District of Iowa
Cedar Rapids
Tue Jun 10 16:40:40 CDT 2025

Barker Financial
L&W Agents
220 W. Main Street
Davenport, IA 52801-1913

Barker Financial LLC
c/o Richard A. Davidson
220 W. Main Street, Suite 600
Davenport, IA 52801

Bob and Jill Riniker
12722 Heisler Rd
Farley, IA 52046-8401

Cindy Mormann
3055 Brittany Cir
Cedar Rapids, IA 52411-9502

Cindy Mormann
c/o Joseph J. Porter
115 Third Street SE, Suite 1200
Cedar Rapids, IA 52401

Cindy Mormann
c/o Joseph Porter
115 3rd St. SE, Ste. 1200
Cedar Rapids, IA 52401-1222

Deann Simon
12722 Heisler Rd
Farley, IA 52046-8401

Department of Treasury
Internal Revenue Service
PO Box 7346
Philadelphia, PA 19101-7346

Discover Bank
PO Box 3025
New Albany, OH 43054-3025

Discover Bank
PO Box 30939
Salt Lake City, UT 84130-0939

Faber Seed
32255 Goose Hill Rd
Cascade, IA 52033-9727

Farm Bureau Insurance
5400 University Avenue
West Des Moines, IA 50266-5997

(p)GREENSTATE CREDIT UNION
ATTN LEGAL
PO BOX 800
NORTH LIBERTY IA 52317-0800

(p)INTERNAL REVENUE SERVICE
CENTRALIZED INSOLVENCY OPERATIONS
PO BOX 7346
PHILADELPHIA PA 19101-7346

Internal Revenue Service
PO Box 7346
Philadelphia, PA 19101-7346

(p)IOWA DEPARTMENT OF REVENUE
ATTN BANKRUPTCY UNIT
PO BOX 10471
DES MOINES IA 50306-0471

(p)DEERE CREDIT SERVICES INC
ATTN LITIGATION & RECOVERY DEPARTMENT
PO BOX 6600
JOHNSTON IA 50131-6600

Lane & Waterman, LLP
attn: Dick Davidson
220 W. Main St 600
Davenport, IA 52801-1953

Matthew Reicher
2680 Highway 13
Manchester, IA 52057-8512

Simmons Perrine
Attn: William Vernon
115 3rd St. SE 1200
Cedar Rapids, IA 52401-1266

Sue Garner
109 5th Avenue Court
Coggon, IA 52218-8200

Synchrony Bank/ JC Penny
PO Box 965007
Orlando, FL 32896-5007

U.S. Attorney's Office
Southern District of Iowa
110 E Court Ave, #286 Box 1
Des Moines, IA 50309-2044

U.S. Cellular
Dept. 0205
Palatine, IL 60055-0001

United States Trustee
United States Federal Courthouse
111 7th Avenue SE, Box 17
Cedar Rapids, IA 52401-2103

Carol F. Dunbar
Carol F. Dunbar, Ch. 12, 13 Trustee
2616 Orchard Drive, Ste B
Cedar Falls, IA 50613-5812

Rickey Joseph Mormann
2534 212th Street
Earlville, IA 52041-8655

Robert Cardell Gainer
Cutler Law Firm
1307 50th Street
West Des Moines, IA 50266-1699

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g) (4).

GreenState Credit Union
825 Mormon Trek Blvd
Iowa City, IA 52246-1814

(d)GreenState Credit Union
Attn: Account Resolutions
PO Box 800
North Liberty, IA 52317

Internal Revenue Service
1111 Constitution Avenue NW
Washington, DC 20224

Iowa Department of Revenue
PO Box 10330
Des Moines, IA 50306

John Deere Financial
Po Box 6600
Johnston, IA 50131-6600

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u)Agri-Management Farm Services, LLC dba Gro

(d)Barker Financial LLC
c/o Richard A. Davidson
220 W. Main Street, Suite 600
Davenport, IA 52801-1953

(u)Cindy S Mormann
, IA

End of Label Matrix
Mailable recipients 30
Bypassed recipients 3
Total 33

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF IOWA**

In re:	)	Chapter 12
)	
	)	Case No. 25-00054
)	
Rickey J. Mormann,)	
Debtors.)	
	)	NOTICE OF BAR DATE FOR
	)	DEBTOR'S MOTION TO
	)	APPROVE SALE OF PROPERTY
	)	FREE AND CLEAR PURSUANT
	)	TO 11 U.S.C. §§ 363 & 1206

TO ALL CREDITORS AND PARTIES IN INTEREST:

NOTICE IS GIVEN that on the 10th day of June 2025, Debtor, Rickey J. Mormann filed a Motion to Approve Sale of Property Free and Clear Pursuant to 11 U.S.C. §§ 363 & 1206 [Docket No. 35] (the "Motion"). A copy of the Motion may be obtained from the undersigned, or may be viewed at the Clerk of Court, U.S. Bankruptcy Court, Northern District of Iowa, 111 Seventh Ave. SE, 6th Floor, Cedar Rapids, IA 52401-2101. A copy of this Notice has been served upon all creditors and parties of interest as noted below.

NOTICE IS FURTHER GIVEN that any and all Objections to the Motion must be filed on or before the 1st day of July, 2025. The objection must be filed with the Clerk of Court, U.S. Bankruptcy Court, Northern District of Iowa, 111 Seventh Ave. SE, Box 15, Cedar Rapids, IA 52401-2101, and simultaneously a service copy must be mailed to counsel, Robert C. Gainer, Cutler Law Firm P.C., 1307 50th Street, West Des Moines, IA 50266.

NOTICE IS FURTHER GIVEN that timely-filed objections, if any, will be set for hearing by separate notice. If no objections are filed, the appropriate order will be entered.

RESPECTFULLY SUBMITTED,

/s/ Robert C. Gainer
Robert C. Gainer AT0000305
CUTLER LAW FIRM, P.C.
1307 50th Street
West Des Moines, IA 50266
Tel: 515-223-6600
Fax: 515-223-6787
Email: rgainer@cutlerfirm.com
Attorneys for Debtor

CERTIFICATE OF SERVICE

I hereby certify that a copy of the document on which this appears and all enclosures, were served via the Court's CM/ECF system and electronic mail, and was mailed via the United States Mail on the date indicated below, to all creditors and parties in interest herein as required by the Bankruptcy Code and Rules, by the office of Cutler Law Firm, P.C., per the attached list.

Dated: June 10, 2025

/s/ Stephanie Newton

Label Matrix for local noticing

0862-1

Case 25-00054

Northern District of Iowa

Cedar Rapids

Tue Jun 10 16:40:40 CDT 2025

Barker Financial

L&W Agents

220 W. Main Street

Davenport, IA 52801-1913

Barker Financial LLC

116 E College Suite 1

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Department of Treasury

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Lane & Waterman, LLP

attn: Dick Davidson

220 W. Main St 600

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Matthew Reicher

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115 3rd St. SE 1200

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Sue Garner

109 5th Avenue Court

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U.S. Attorney's Office

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110 E Court Ave, #286 Box 1

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1307 50th Street
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Iowa City, IA 52246-1814

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220 W. Main Street, Suite 600
Davenport, IA 52801-1953

(u)Cindy S Mormann
, IA

End of Label Matrix
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Bypassed recipients 3
Total 33

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF IOWA**

In Re:	)	Case No.: 25-00054
)	
RICKEY J. MORMANN,	)	Chapter 12
)	
Debtor and Debtor in Possession)	
)	
)	

**ORDER GRANTING DEBTOR'S MOTION FOR AUTHORITY TO SELL REAL
PROPERTY FREE AND CLEAR OF ALL LEINS, CLAIMS, AND ENCUMBRANCES**

The Court, having reviewed Debtor's Motion for Authority to Sell Real Property Free and Clear of All Liens, Claims, and Encumbrances pursuant to Bankruptcy Code §§ 363 and 1206, filed at Docket #35, and noting no objections, finds as follows:

1. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334.
Venue in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).
2. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Fed. Rule Bankr. Pro. Rule 7052 made applicable to this proceeding pursuant to Rule 9014. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such.
3. The Debtor filed a Motion for Authority to Sell Real Property Free and Clear of All Liens, Claims, and Encumbrances pursuant to Bankruptcy Code §§ 363 and 1206 at Docket #35, (hereafter, Sale Motion).
4. By motion and Court Order, Debtor employed Agri-Management Farm Services, LLC d/b/a Growthland (hereafter, Growthland), to market and sell certain real property (Dkts ##13, 23).

5. The Debtor seeks to sell the following property listed on Schedule A, Declarations 1.1, 1.2, 1.7, legally described as:

- a) Declaration 1.1: that portion of 36 acres m/l, subject to parcel split from Parcel # 160340000400: NE1/4 NW1/4 of Section 34, T89N (hereafter, Tract 3);
- b) Declaration 1.1 & 1.2: that portion of 94 acres m/l, 160340000400 & 160340000410: W1/2 NW1/4 Section 34, T89N, R4W and the W1/2 N1/2 SW1/4 lying N of the RR ROW Section 34, T89N, R4W (hereafter, Tract 4); and
- c) Declaration 1.7: All that part of the SE1/4 of the NE1/4 of Section 34 lying S of the Railroad right of way, and all that part of the N1.2 of the SE1/4 of Section 34 lying S of the Railroad right of way, in Township 89 N, Range 4 W of the 5th P.M., subject to highway and easements of Record (hereafter, Tract 5).

6. Debtor requests this Court approve the sale through the Purchase Agreements, attached to the Sale Motion as Exhibit A and Exhibit B, to Cameron & Tracy Schulte; and as Exhibit C, to Donald Pottebaum or assigns, without the need for further hearing, so the sale can close.
7. Interested parties (including all parties asserting claims or interests in the property) have been duly served with proper notice of the Sale Motion, and deadline for objections thereto. Dkt. #35, 36.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

The requirements of 11 U.S.C. § 363(f) and 1206 are found to be met for the sale of the Tract 3, Tract 4, and Tract 5 pursuant to the Debtor's Sale Motion at Docket #35 and as recited herein, and such Sale Motion is GRANTED.

The Court Orders that Debtor is permitted to sell Tract 3 and Tract 5 pursuant to the terms provided in Exhibit A and Exhibit B to the Sale Motion to Cameron & Tracy Schulte, free

and clear of all liens, encumbrances, claims and interests, and establishing Cameron & Tracy Schulte, as entitled to all the protections of 11 U.S.C. §363 of a good faith purchaser for value, with particularity and not by limitation, to include those protections of 11 U.S.C. §363(m);

The Court Orders that Debtor is permitted to sell Tract 4 pursuant to the terms provided in Exhibit C to the Sale Motion, to Donald Pottebaum or assigns, free and clear of all liens, encumbrances, claims and interests, and establishing Donald Pottebaum or assigns, as entitled to all the protections of 11 U.S.C. §363 of a good faith purchaser for value, with particularity and not by limitation, to include those protections of 11 U.S.C. §363(m);

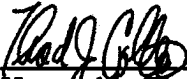
The Court Orders that Growthland is authorized to facilitate the sale and conveyance of Tract 3, Tract 4, and Tract 5.

The Court further Orders that upon an identified closing date and executed sale, any and all allowed secured claims will be without further action, unconditionally released, discharged and terminated with respect to the above-described property and transferred to the proceeds from the sale.

Following entry of this Sale Order, the Debtor and its Sales Agent may make nonmaterial amendments and modifications as to the form and fashion of the sale, or remedy any defect or omission or reconcile any inconsistency as to the sale of Tract 3, Tract 4, and Tract 5 in such a manner as may be necessary to carry out the purpose and intent of the sale.

The Court's findings of fact and conclusions of law satisfy the requirement of Federal Rule of Civil Procedure 52 and Bankruptcy Rule 7052 made applicable by Bankruptcy Rule 9014(c).

Dated and entered this 7th day of July, 2025.


Honorable Thad J. Collins, Chief Judge

Prepared and Submitted By:

Cutler Law Firm, P.C.
Robert C. Gainer, IS9998471
rgainer@cutlerfirm.com

Information to identify the case:

Debtor 1: Rickey Joseph Mormann

First Name Middle Name Last Name

Social Security number or ITIN: XXX-XX-6863

EIN: --

Debtor 2: _____

(Spouse, if filing)

First Name Middle Name Last Name

Social Security number or ITIN: _____

EIN: --

United States Bankruptcy Court: Northern District of Iowa

Date case filed for chapter: 12 1/20/25

Case number: 25-00054

**Official Form 309G (For Individuals or Joint Debtors)
Notice of Chapter 12 Bankruptcy Case**

10/20

For the debtors listed above, a case has been filed under chapter 12 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. Read both pages carefully.

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 debtors, from the debtors' property, or from certain codebtors. For example, while the stay is in effect, creditors cannot sue, garnish wages, assert a deficiency, repossess property, or otherwise try to collect from the debtors. 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.

Confirmation of a chapter 12 plan may result in a discharge of debt. Creditors who want to have a particular debt excepted from discharge may be required to file a complaint in the bankruptcy clerk's office within the deadline specified in this notice. (See line 13 below for more information.)

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 <https://pacer.uscourts.gov>).

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

To help creditors correctly identify debtors, debtors submit full Social Security or Individual Taxpayer Identification Numbers, which may appear on a version of this notice. However, the full numbers must not appear on any document filed with the court.

Do not file this notice with any proof of claim or other filing in the case. Do not include more than the last four digits of a Social Security or Individual Taxpayer Identification Number in any document, including attachments, that you file with the court.

	About Debtor 1:	About Debtor 2:
1. Debtor's full name	Rickey Joseph Mormann	
2. All other names used in the last 8 years		
3. Address	2534 212th Street Earville, IA 52041	
4. Debtor's attorney Name and address	Robert Cardell Gainer Cutler Law Firm 1307 50th Street West Des Moines, IA 50266	Contact phone 515-223-6600 Email: rgainer@cutlerfirm.com
5. Bankruptcy trustee Name and address	Carol F. Dunbar Carol F. Dunbar, Ch. 12, 13 Trustee 2616 Orchard Drive, Ste B Cedar Falls, IA 50613	Contact phone 319-260-2282 Email: ssteffen@lowachapter13.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 .	111 Seventh Avenue SE #15 Cedar Rapids, IA 52401-2101	Hours open: Monday-Friday, 8:00 am to 4:00 pm CT Contact phone (319) 286-2200 Notice Date: 1/21/25

For more information, see page 2 >

Debtor **Rickey Joseph Mormann**

Case number **25-00054**

7. Meeting of creditors Debtors must attend the meeting to be questioned under oath. In a joint case, both spouses must attend. Creditors may attend, but are not required to do so.	February 19, 2025 at 11:10 AM The meeting may be continued or adjourned to a later date. If so, the date will be on the court docket.	Location: Zoom video meeting. Go to Zoom.us/join, Enter Meeting ID 293 853 8924, and Passcode 0762963029, OR call 1-319-324-4697
For additional meeting information go to "www.justice.gov/ust/moc"		
8. Deadlines The bankruptcy clerk's office must receive these documents and any required filing fee by the following deadlines.	Deadline to file a complaint to challenge dischargeability of certain debts:	Filing deadline: 4/21/25
	You must start a judicial proceeding by filing a complaint if you want to have a debt excepted from discharge under 11 U.S.C. § 523(a)(2), (4), or (6).	
	Deadline for filing proof of claim: For non-governmental units: 3/31/25 For governmental units: 7/21/25	
	Deadlines for filing proof of claim: A proof of claim is a signed statement describing a creditor's claim. A proof of claim form may be obtained at www.uscourts.gov or any bankruptcy clerk's office. If you do not file a proof of claim by the deadline, you might not be paid on your claim. To be paid, you must file a proof of claim even if your claim is listed in the schedules that the debtor filed. Secured creditors retain rights in their collateral regardless of whether they file a proof of claim. Filing a proof of claim submits the creditor to the jurisdiction of the bankruptcy court, with consequences a lawyer can explain. For example, a secured creditor who files a proof of claim may surrender important nonmonetary rights, including the right to a jury trial.	
	Deadline to object to exemptions: The law permits debtors to keep certain property as exempt. If you believe that the law does not authorize an exemption claimed, you may file an objection.	Filing Deadline: 30 days after the conclusion of the meeting of creditors
9. Filing of plan	The debtor has not filed a plan as of this date. A copy of the plan and a notice of the hearing on confirmation will be sent separately.	
10. 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.	
11. Filing a Chapter 12 bankruptcy case	Chapter 12 allows family farmers and family fishermen to reorganize according to a plan. A plan is not effective unless the court confirms it. You may receive a copy of the plan. You may object to confirmation of the plan and attend the confirmation hearing. The debtor will remain in possession of the property and may continue to operate the business unless the court orders otherwise.	
12. Discharge of debts	Confirmation of a chapter 12 plan may result in a discharge of debts, which may include all or part of your debt. Unless the court orders otherwise, the discharge will not be effective until all payments under the plan are made. A discharge means that you may never try to collect the debt from the debtor except as provided in the plan. If you want to have a particular debt excepted under 11 U.S.C. § 523(a)(2), (4), or (6), you must start a judicial proceeding by filing a complaint and paying the filing fee in the clerk's office by the deadline.	
13. Exempt property	The law allows debtors to keep certain property as exempt. Fully exempt property will not be sold and distributed to creditors, even if the case is converted to chapter 7. Debtors must file a list of property claimed as exempt. You may inspect that list at the bankruptcy clerk's office. If you believe that the law does not authorize an exemption that the debtors claim, you may file an objection. The bankruptcy clerk's office must receive the objection by the deadline to object to exemptions in line 8.	