

Wednesday, June 14, 2023

# Chronicle

[www.abilene-rc.com](http://www.abilene-rc.com)

## ual audit, cancel public hearing



Courtesy Photo

Travis Steerman, city inspector, declared the house at 604 S. Cedar St. as dangerous. The Abilene City Commission will vote next meeting on setting a date for a hearing to give the public an opportunity to comment on the building's demolition.



ELECTRONICALLY FILED

2022 Oct 18 PM 2:23

CLERK OF THE DICKINSON COUNTY DISTRICT COURT

CASE NUMBER: DK-2020-PR-000045

PII COMPLIANT



**Court:** Dickinson County District Court

**Case Number:** DK-2020-PR-000045

**Case Title:** In the Matter of the Estate of  
Michael R Teasley

**Type:** Journal Entry of Final Settlement

SO ORDERED.

A handwritten signature in blue ink, which appears to read "Neal A. Gugler".

/s/ Honorable Neal A. Gugler, District Magistrate  
Judge

**IN THE DISTRICT COURT OF DICKINSON COUNTY, KANSAS  
PROBATE DIVISION**

In the Matter of the Estate of	)	
	)	
MICHAEL R. TEASLEY, Deceased	)	Case No. DK-2020-PR-000045

**JOURNAL ENTRY OF FINAL SETTLEMENT**

On this 18th day of October, 2022, is heard the Petition for Final Settlement, filed by Amanda Funk, Administrator of the estate of Michael R. Teasley, deceased. Petitioner appears in person and by attorney, Mark A. Guilfoyle, of Mark A. Guilfoyle, Attorney, P.A., of Abilene, Kansas. There are no other appearances.

After consideration of the file and the evidence produced, the Court finds as follows:

1. Notice of hearing on the Petition has been given, as provided by law and the order of this Court, and proof thereof has been duly filed in this Court and is hereby approved.
2. No heir or other person interested in this estate is now nor within the past thirty days has been in the military service of the United States as defined by the Soldiers' and Sailors' Civil Relief Act of 1940, as amended, and no heir or other person interested in this estate is under legal disability.
3. All the allegations of the Petition are true.
4. Michael R. Teasley, 68 years of age, died intestate at Salina Regional Health Center, Salina, Saline County, Kansas, on September 13, 2020, and at the time of death was a resident of Dickinson County, Kansas, and a citizen of the United States.
5. More than six months have expired since the date of decedent's death; more than four months have expired since the first publication of notice to creditors; the estate has been fully administered and final settlement should be made.



6. The Administrator, Amanda Funk, has advanced all funds to pay expenses of administration and attorney fees, except for \$677.90 which was in decedent's checking account at his date of death. As shown herein, the two heirs of the decedent have previously assigned all of their interest in this estate to Amanda Funk; therefore, all cash on hand, after payment of expenses and costs of administration belongs to Amanda Funk, and she waives the filing of a final accounting herein. The first accounting of Amanda Funk, Administrator, should be approved; and all of her acts and proceedings have been in accordance with the law and the orders of this Court and should be approved. Any funds remaining will be distributed in accordance with the order of the court, as set out below.

7. Any taxes imposed by the State of Kansas and the United States, if any, have been paid in full. This estate is not large enough to be liable for the filing of a Federal Estate Tax Return or Kansas Inheritance Tax return. All demands against the estate, if any, have been paid, as authorized by law and order of this Court, and the time for filing such demands has expired.

8. Decedent was survived by the following named persons who are all the heirs ascertainable with reasonable diligence:

<u>Name</u>	<u>Relationship</u>	<u>Age</u>
Vickie Faulkner	Common Law Wife	Legal
LaRon Colten, a/k/a LaRon Teasley	Son	Legal

9. Decedent had no spouse or child or adopted child or issue of a deceased child, natural or adopted, or other heirs who survived him, other than the persons above named.

10. At the time of his death, decedent owned a tract of real estate, described as follows, to-wit:

**Lot Seventeen (17), Block Twenty-five (25), Rogers Park Addition to the City of Abilene, Dickinson County, Kansas, together with a 3.0 foot right-of-way for**

**driveway on the East 3.0 feet of Lot 16 for the benefit of Lot 17, and subject to easement for driveway on the West 3.0 feet of Lot 17 for the benefit of Lot 16, in said Block 25, Rogers Park Addition to the City of Abilene, Dickinson County, Kansas.**

11. Vickie Faulkner, common law wife of the decedent, and LaRon Teasley (a/k/a LaRon Colten), sole issue of the decedent, entered into a certain Waiver and Family Settlement Agreement, which was filed herein on October 19, 2020, wherein the parties agreed that the estate of Michael R. Teasley shall be split evenly between them after all bills and expenses are paid, and that Amanda Funk, daughter of Vickie Faulkner, should serve as Administrator or Personal Representative in all court proceedings, without bond, and shall have authority to sell the real estate and dispose of the pickup truck that currently sits at the residence. She should also have the power to pay bills and expenses before distributing out the balance of cash on hand to the heirs at law.

12. Vickie Faulkner has filed herein her assignment of her entire interest in the estate of Michael R. Teasley to her daughter, Amanda Funk.

13. LaRon Colten, a/k/a LaRon Teasley, on April 11, 2021, for the sum of \$1.00 and other valuable consideration, signed an Assignment of Inheritance Interest, which was filed herein on June 21, 2021, wherein he stated that he intended to comply with all requirements of state law, and in conformity with the appropriate provisions of the federal estate and gift tax laws, made an irrevocable, unequivocal, complete and unqualified assignment and gift of his entire interest to Amanda Funk, daughter of Vickie Faulkner. He further stated that he was fully advised of the provisions of state law and is fully aware of his rights thereunder, had been fully advised as to the consequences of the assignment and gift of the interests thereunder, and declared that he has received sufficient consideration in money or monies worth for said action and makes the assignment in the exercise of free will.

14. Upon final settlement of this estate, the above-described real estate shall be set over to Amanda Funk, in accordance with the Assignment from Vickie Faulkner and the Assignment of Inheritance Interest from LaRon Colten, a/k/a LaRon Teasley, both of which documents are filed herein.

15. The following persons have performed valuable services in this estate and should be given the following amounts for their services and expenses:

- A. To the Administrator for Administrator's fee: WAIVED; and
- B. To the Administrator for attorney's fees, PAID IN FULL

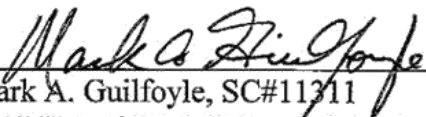
IT IS THEREFORE ORDERED BY THE COURT that:

- A. The findings made above are hereby made a part of the order of the Court.
- B. The acts and proceedings of Amanda Funk, Administrator, are approved; she is authorized to pay the fees, expenses and costs set forth above.
- C. The above-described real estate is hereby set over to Amanda Funk, to be hers absolutely, in accordance with a certain Assignment from decedent's common law wife, Vickie Faulkner, and a certain Assignment of Inheritance Interest from decedent's son, LaRon Colten, (a/k/a LaRon Teasley), which documents are on file herein.
- D. After the payment of any remaining fees, expenses and costs, all remaining property, whether real, personal or mixed, which decedent owned as of his date of death, subject to any lawful disposition heretofore made, **including any property, real or personal, which might be discovered at a later date**, is assigned as follows:

<u>Name</u>	<u>Interest</u>
To AMANDA FUNK	100%

NEAL A. GUGLER  
DISTRICT MAGISTRATE JUDGE

SUBMITTED BY:

  
Mark A. Guilfoyle, SC#11311  
MARK A. GUILFOYLE, ATTORNEY, P.A.  
306 NW 2<sup>nd</sup> St.  
Abilene, KS 6 7410  
(785) 263-3070  
Attorney for Administrator



# Obituary

## Michael R. Teasley

Michael R. Teasley, 68, Abilene, passed away at Salina Regional Hospital on Sept. 13, 2020.

He was born Feb. 7, 1952 in Wichita, the son of Tracy and Mary (Nichols) Teasley. He worked construction and drove for Honorbuilt/El Dorado in his earlier years before he bought South Side Bar in 1993. He owned and operated the bar for 27 years.

He was a member of the Elks and Eagles clubs.

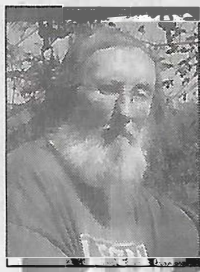
Michael is survived by his sisters Thereasa Zdenek, Iris McKale, Carolina Yeager, Melody Hargis, Trina Perez and Steffanie Anderson, his companion of many years Vickie Faulkner, beloved cat Tony, son Laron, two stepchildren Mandy

Funk and Ben Faulkner, seven grandchildren, two great-grandchildren and seventeen nieces and nephews.

He was preceded in death by his parents, sister Linda Weaver, niece Terry (McKale) Kolde and nephew Tim Weaver.

The family has chosen cremation. Family will have a come and go greeting at the South Side Bar in Abilene from 3 to 6 p.m. on Saturday, Sept. 19, 2020. Inurnment will take place at a later date.

The family suggests memorials be given to St. Jude's Children's Hospital or to the Wounded Warrior Project. Memorials may be dropped off or mailed to Danner Funeral Home, 501 N. Buckeye, Abilene, Kansas 67410. Online condolences may be sent to [www.dannerfuneralhome.net](http://www.dannerfuneralhome.net).



**Michael R.  
Teasley**

**14-10751** Amanda Kay Dohe  
**Case type:** bk **Chapter:** 7 **Asset:** No Vol: v **Chief Judge:** Robert E. Nugent  
**Date filed:** 04/08/2014 **Date of last filing:** 08/07/2014  
**Debtor discharged:** 08/05/2014  
**Date terminated:** 08/05/2014

## Attorneys

### Lance H. Cochran

#### Kennedy Berkley Yarnevich & Williamson

119 W Iron 7th Floor  
PO Box 2567  
Salina, KS 67402-2567  
(785) 825-4674  
(785) 825-5936 (fax)  
lcochran@kenberk.com  
*Assigned: 05/16/2014*

representing

**The Bank of Tescott**  
Kennedy Berkley Yarnevich  
and Williamson Chartered  
PO BOX 2567  
SALINA, KS 67402-2567  
(Creditor)

### Carl B Davis

2121 W. Maple Street  
P.O. Box 12686  
Wichita, KS 67213  
(316)945-8251  
(316)945-2789 (fax)  
cbd7trustee@davisandjack.com  
*Assigned: 06/30/2014*

representing

**Carl B Davis**  
2121 W. Maple Street  
P.O. Box 12686  
Wichita, KS 67213  
(316)945-8251  
cbd7trustee@davisandjack.com  
(Trustee)

### Robert G. German

219 N. Santa Fe  
Salina, KS 67401  
785-825-9175  
785-823-2946 (fax)  
bgerman2@cox.net  
*Assigned: 04/08/2014*

representing

**Amanda Kay Dohe**  
408 N Pennsylvania  
Sylvan Grove, KS 67481  
(Debtor)

PACER Service Center			
Transaction Receipt			
12/11/2017 03:41:59			
PACER Login:	scottoo7_wow:2820947:0	Client Code:	
Description:	Attorney List	Search Criteria:	14-10751
Billable Pages:	1	Cost:	0.10

## Chapter 7 Trustee's Report of No Distribution:

I, Carl B Davis, having been appointed trustee of the estate of the above-named debtor(s), report that I have neither received any property nor paid any money on account of this estate; that I have made a diligent inquiry into the financial affairs of the debtor(s) and the location of the property belonging to the estate; and that there is no property available for distribution from the estate over and above that exempted by law. Pursuant to Fed R Bank P 5009, I hereby certify that the estate of the above-named debtor(s) has been fully administered.

I request that I be discharged from any further duties as trustee. Meeting of Creditors Held and Concluded. Key information about this case as reported in schedules filed by the debtor(s) or otherwise found in the case record: This case was pending for 3 months.

Assets Abandoned (without deducting any secured claims): \$ 47146.00,

Assets Exempt: \$ 40254.39,

Claims Scheduled: \$ 237120.12,

Claims Asserted: Not Applicable,

Claims scheduled to be discharged without payment (without deducting the value of collateral or debts excepted from discharge): \$ 237120.12.

Filed by Carl B Davis. (Davis, Carl)

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF KANSAS  
WICHITA DIVISION**

In re **Amanda Kay Dohe**Case No. **14-10751**Chapter **7**

**SUMMARY OF SCHEDULES**

Indicate as to each schedule whether that schedule is attached and state the number of pages in each. Report the totals from Schedules A, B, D, E, F, I, and J in the boxes provided. Add the amounts from Schedules A and B to determine the total amount of the debtor's assets. Add the amounts of all claims from Schedules D, E, and F to determine the total amount of the debtor's liabilities. Individual debtors also must complete the "Statistical Summary of Certain Liabilities and Related Data" if they file a case under chapter 7, 11, or 13.

NAME OF SCHEDULE	ATTACHED (YES/NO)	NO. OF SHEETS	ASSETS	LIABILITIES	OTHER
A - Real Property	Yes	1	\$60,000.00		
B - Personal Property	Yes	4	\$27,400.39		
C - Property Claimed as Exempt	Yes	1			
D - Creditors Holding Secured Claims	Yes	1		\$155,077.64	
E - Creditors Holding Unsecured Priority Claims (Total of Claims on Schedule E)	Yes	3		\$1,600.00	
F - Creditors Holding Unsecured Nonpriority Claims	Yes	4		\$80,442.48	
G - Executory Contracts and Unexpired Leases	Yes	1			
H - Codebtors	Yes	1			
I - Current Income of Individual Debtor(s)	Yes	3			\$605.23
J - Current Expenditures of Individual Debtor(s)	Yes	3			\$1,520.00
TOTAL		22	\$87,400.39	\$237,120.12	





Entered in Transfer Record in my  
office this 2 day of December  
20 11 A.D.  
Barbara M. Jones Co. Clerk  
Brandy Stacey Deputy Co. Clerk

115-16-0-30-<sup>41</sup>~~41~~-008.00-0

STATE OF KANSAS 03109  
DICKINSON COUNTY

This instrument was filed for  
record on 12/02/2011 at 02:27 PM  
& duly recorded in  
Book 247 at Page 265

Karen J Freeman Register of Deeds  
Martha J Hel Deputy  
CJW/J



### QUIT CLAIM DEED

AMANDA DOHE, a single person, of Abilene, Dickinson County, KS,

#### QUIT CLAIMS TO:

MIKE TEASLEY, a single person, of 1114 NW Third St , Abilene, KS 67410;

#### ALL OF MY INTEREST IN AND TO:


The West Half (W/2) of the South Half (S/2) of Lot Twenty-five (25), on First  
Street, Thompson and McCoy's Addition to the City of Abilene, Dickinson  
County, Kansas;

(More commonly known as 1210 W. First St., Abilene, Kansas.)

For the sum of: One Dollar (\$1.00) and other good and valuable consideration.

EXCEPT AND SUBJECT TO: Reservations, restrictions, easements and zonings of record.

Dated December 2, 2011.

  
AMANDA DOHE

STATE OF KANSAS, COUNTY OF DICKINSON, ss:

BE IT REMEMBERED, That on this 2nd day of December, 2011, before me, the  
undersigned, a Notary Public in and for the County and State aforesaid, came AMANDA DOHE,  
a single person, who is personally known to me to be the same person who executed the within  
instrument of writing and such person duly acknowledged the execution of the same.

KANSAS REAL ESTATE SALES VALIDATION QUESTIONNAIRE 2011-03109

FOR COUNTY USE ONLY:		021	115	16	0	30	41	008.00	0
DEED BOOK 247	PAGE 205	CO. NO.	MAP	SEC	SHEET	QTR.	BLOCK	PARCEL	OWN
RECORDING DATE 12/02/11	TYPE OF INSTRUMENT CR	RA	DE	SPLIT	MO 12	YR 11	TY	AMOUNT 1,000	S V 1 2

SELLER (Grantor)  
NAME Amanda Dohe  
MAILING 408 N. Pennsylvania  
CITY/ST/ZIP Sylvan Grove, KS 67481  
PHONE NO. (785) 658-6284

BUYER (Grantee)  
NAME Mike Teasley  
MAILING 1114 NW Third St.  
CITY/ST/ZIP Abilene, KS 67410  
PHONE NO. (785) 280-1796

IF AGENT SIGNS FORM, BOTH BUYER AND SELLER TELEPHONE NUMBERS MUST BE ENTERED.

BRIEF LEGAL DESCRIPTION

The W/2 of the S/2 of Lot 25, on First Street, Thompson and McCoy's Addn. to the City of Abilene, KS

Property / Situs Address: 210 W. 1st St., Abilene  
Name and Mailing Address for Tax Statements  
(SAME AS ABOVE)

CHECK ALL FACTORS THAT APPLY TO THIS SALE

1. SPECIAL FACTORS

- ☐ Sale between immediate family members: SPECIFY THE RELATIONSHIP \_\_\_\_\_
- ☐ Sale involved corporate affiliates belonging to the same parent company
- ☐ Auction Sale
- ☐ Deed transfer in lieu of foreclosure or repossession
- ☐ Sale by judicial order (by a guardian, executor, conservator, administrator, or trustee of an estate)
- ☐ Sale involved a government agency or public utility
- ☐ Buyer (new owner) is a religious, charitable, or benevolent organization, school or educational association
- ☐ Buyer (new owner) is a financial institution, insurance company, pension fund, or mortgage corporation
- ☒ Would this sale qualify for one of the exceptions listed on the reverse side of this form? (Please indicate # 4)
- ☐ Sale of only a partial interest in the real estate
- ☐ Sale involved a trade or exchange of properties
- ☒ NONE OF THE ABOVE

2. CHECK USE OF PROPERTY AT THE TIME OF SALE:

- ☐ Single Family Residence ☐ Agricultural Land
- ☐ Farm/Ranch With Residence ☐ Mineral Rights Included? ☐ Yes ☐ No
- ☐ Condominium Unit ☐ Apartment Building
- ☐ Vacant Land ☒ Commercial/Industrial Bldg.
- ☐ Other: (Specify) \_\_\_\_\_

3. WAS THE PROPERTY RENTED OR LEASED AT THE TIME OF SALE? ☒ YES ☐ NO

4. DID THE SALE PRICE INCLUDE AN EXISTING BUSINESS? ☐ YES ☒ NO

5. WAS ANY PERSONAL PROPERTY (SUCH AS FURNITURE, EQUIPMENT, MACHINERY, LIVESTOCK, CROPS, BUSINESS FRANCHISE OR INVENTORY, ETC.) INCLUDED IN THE SALE PRICE? ☐ YES ☒ NO

If yes, please describe \_\_\_\_\_

Estimated value of all personal property items included in the sale price \$ \_\_\_\_\_

If Mobile Home Year \_\_\_\_\_ Model \_\_\_\_\_

(See Instructions on back of form.)

6. ARE YOU AWARE OF ANY CHANGES IN THE PROPERTY SINCE JAN. 1? ☐ YES ☒ NO

☐ Demolition ☐ New Construction ☐ Remodeling ☐ Additions

Date Completed \_\_\_\_\_

7. WERE ANY DELINQUENT TAXES ASSUMED BY THE PURCHASER? ☐ YES ☒ NO AMOUNT \$ \_\_\_\_\_

8. METHOD OF FINANCING (check all that apply):

- ☐ New loan(s) from a Financial Institution
- ☐ Seller Financing ☐ Assumption of Existing Loan(s)
- ☒ All Cash ☐ Trade of Property ☐ Not Applicable

9. WAS THE PROPERTY MADE AVAILABLE TO OTHER POTENTIAL PURCHASERS? ☐ YES ☒ NO If not, explain \_\_\_\_\_

(SEE #9 INSTRUCTION ON BACK)

10. DOES THE BUYER HOLD TITLE TO ANY ADJOINING PROPERTY? ☐ YES ☒ NO

11. ARE THERE ANY FACTS WHICH WOULD CAUSE THIS SALE TO BE A NON-ARMS LENGTH / NON-MARKET VALUE TRANSACTION? (SEE #11 INSTRUCTION ON BACK) ☐ YES ☒ NO

12. TOTAL SALE PRICE \$ 1,000.00

DEED DATE 12/2/2011

13. I CERTIFY THAT THE ADDRESS TO WHICH TAX STATEMENTS FOR THE PROPERTY ARE TO BE SENT IS CORRECT. I ALSO CERTIFY I HAVE READ ITEM NO. 13 ON THE REVERSE SIDE AND HEREBY CERTIFY THE ACCURACY OF THE INFORMATION AND THAT I AM AWARE OF THE PENALTY PROVISIONS OF K.S.A. 79-1437g.

PRINT NAME Mike Teasley

SIGNATURE Mike Teasley

☐ GRANTOR (SELLER) ☒ GRANTEE (BUYER)

☐ AGENT DAYTIME PHONE NO. ( )



Prepared by:  
Daniel E. Kuhn #20429  
Adam K. Berman #21832  
Berman & Rabin, P.A.  
15280 Metcalf Avenue  
Overland Park, KS 66223  
Tel: (913) 649-1555  
Fax: (913) 649-2335  
Attorney for Judgment Creditor

Division #PS 7/20

2011 NOV 15 1:04

IN THE DISTRICT COURT OF LINCOLN COUNTY, KANSAS  
CLERK OF DIST. COURT

Bedrock International, LLC

Judgment Creditor

Pursuant to Chapter 61 of  
Kansas Statutes Annotated

Type of Service Requested: Personal or Registered Service by Sheriff of  
LINCOLN County, Kansas

REQUEST FOR GARNISHMENT  
(To Attach Other Than Earnings)

The judgment creditor requests that the court issue an Order of Garnishment  
(To Attach Other Than Earnings) for the judgment debtors listed below in  
the amount of the judgment(s) shown below.

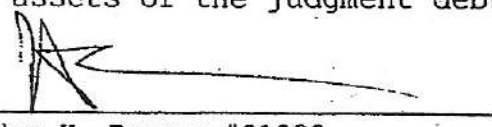
Case No	Judgment Debtor Name, Address and SSN/TIN	Garnishee's Name and Address	Judg Amount*	Amount to be Withheld (110%)
11CV19 M & G DESIGNS INC	117 S Main PO Box 12 Sylvan Grove, KS 67481	THUNDER BANK 102 N. MAIN ST SYLVAN GROVE, KS 67481	\$42,230.56	\$64,901.79

\* The judgment amount is the current balance due and may also include  
costs, fees, interest and any other items included in the judgment.

If this Garnishment is to attach funds, credits or indebtedness held by a  
bank, savings and loan association, credit union or finance company, the  
amount to be withheld is indicated above, which is 110% of the amount of  
judgment creditor's claim, in the case of prejudgment garnishment, or 110%  
of the amount of the current balance due under the judgment, in the case of  
postjudgment garnishment.

I hold a good faith belief that the party to be served with this  
garnishment order has, or will have, assets of the judgment debtor(s).

Dated: November 9, 2011

  
Adam K. Berman #21832  
Daniel E. Kuhn #20429

If applicable, include the following:

This is a communication from a debt collector. This is an attempt to collect a  
debt and any information obtained will be used for that purpose.

Note: If this form is filed on paper, you must submit copies in a number equal to  
the number of requests for garnishment.  
1156673-13

IN THE DISTRICT COURT OF LINCOLN COUNTY, KANSAS

Bedrock International, LLC

Plaintiff,

vs.

M & G DESIGNS INC  
SERVE KANSAS SECRETARY OF STATE)  
120 SW 10<sup>TH</sup> AVE  
TOPEKA, KS 66612

AMANDA DOHE

a/k/a MANDY DOHE

1128 E FOX DR  
LINCOLN, KS 67455

Defendant(s).

)  
)  
)  
) Case No. 2011CV19

) Court No.

) Chapter 60

PETITION

COUNT I

COMES NOW the Plaintiff and for its cause of action against the Defendant(s), M & G DESIGNS INC states:

1. Plaintiff and Defendant(s) entered into a written contract.
2. Plaintiff fully performed as agreed.
3. Defendant(s) breached said contract by failing to pay to Plaintiff the full agreed sum and now owe(owes) Plaintiff the amount of \$42,230.56 plus interest at the rate of 18% per annum from and after August 21, 2010.

4. Defendant(s) owes Plaintiff an additional sum for reasonable and agreed attorney fees as provided by the terms of said contract.

5. Demand has been made upon Defendant(s), but the balance remains due and unpaid.

WHEREFORE, Plaintiff prays judgment against Defendant(s) M & G DESIGNS, INC. for the sum of \$42,230.56 with interest thereon at the rate of 18% per annum from and after August 21, 2010, together with reasonable attorney's fees, plus interest on any judgment rendered by this court at the rate of 18% per annum, and costs.



# SHERIFF'S DEED IN TAX FORECLOSURE ACTION

I **Gareth Hoffman** Sheriff of Dickinson County Kansas acting pursuant to the laws of Kansas and the judgment as entered by the District Court of Dickinson County, Kansas in Case Number 11 CV 19 entitled "**The Board of County Commissioners of Dickinson County, Kansas vs Merle T Butcher, Jr , as Trustee or any Successor Trustee of the Butcher Family Irrevocable Trust Dated, January 11, 1988, et al**", and pursuant to the Execution as issued to me by the Clerk of the District Court of Dickinson County Kansas in said action, and following publication notice as required by law, did offer for sale at public auction on **June 29 2011** at the Dickinson County Courthouse, the following described real estate located in Dickinson County Kansas to wit

- (1) Lot Twenty-three (23) and the East One-half (½) and North One half (½) of the West One half (½) of Lot Twenty five (25) on First Street, Thomson and McCoy s Addition to the City of Abilene, Kansas

And at said auction I did sell the above described property to

Name Don Ackerman Leo W Blasi and Michael Teasley as Tenants in Common

For the sum of \$10 400 00, same being the highest bid received for said property at the auction sale and said amount plus the recording fee was paid to me by the purchaser(s)

Following the sale, I made my "Return" to the Clerk of the District Court and said return was examined by the Court and found to be regular and the sales and proceedings were confirmed by the Court on July 15 2011 and the Court authorized me as Sheriff of Dickinson County, Kansas to execute and file the record with the Register of Deeds of Dickinson County, Kansas a deed to each piece of the property so sold and so purchased

**NOW THEREFORE, I, Gareth Hoffman** Sheriff of Dickinson County Kansas by this instrument, do hereby convey and transfer unto the purchaser(s) above named a fee simple title in and to the above described property as against all persons including but not limited to corporations and municipal corporations parties to the above proceedings, subject only to valid covenants running with the land and valid easements of record in use and subject to taxes and special assessments for 2009 and subsequent years As provided by statute this deed shall be prima facie evidence of the regularity of all proceedings prior to the date of the filing of this instrument for record This deed is subject to the provisions of law, K S A 79-2804(g), relating to sale of the property within ten (10) years to a party who had the right to redeem

Signed by Gareth Hoffman Sheriff of Dickinson County Kansas and acknowledged before Cindy MacDonald, Clerk of the District Court of Dickinson County Kansas, on the day as shown on the instrument



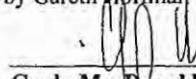
  
**GARETH HOFFMAN, Sheriff of  
Dickinson County, Kansas**

## ACKNOWLEDGMENT

State of KANSAS County of DICKINSON ss

**BE IT REMEMBERED** that on this 18<sup>th</sup> day of July, 2011, the foregoing instrument was acknowledged before me by Gareth Hoffman Sheriff of Dickinson County Kansas



  
**Cindy MacDonald, Clerk of the District  
Court of Dickinson County, Kansas**

Pursuant to KSA 79 1437e a Kansas Real Estate Validation Questionnaire is not required due to Exception 10



## Dickinson County Sheriff

**Gareth Hoffman**  
Sheriff

**James Swisher**  
Undersheriff

April 21, 2011

Scott Ostermann  
415 Brice Ct.  
Abilene, KS 67410

Scott,

Sheriff Hoffman received the documentation that you mailed to him, and forwarded it to me per your request. I have reviewed the documentation and still am unable to identify any type of alleged criminal activity.

While it is apparent that you are dissatisfied with the City of Abilene, as well as previous attorneys that have represented you, this does not rise to the level of criminal activity.

As I stated before, discuss this matter with your attorney and if your attorney has any specific credible information concerning criminal activity, have him or her contact me, and I will re-examine the matter.

Respectfully,

A handwritten signature in dark ink, appearing to read "Jerry Davis".

Jerry Davis  
Investigator

**NORTON • WASSERMAN • JONES • KELLY LLC**

FRANK C. NORTON \*

KENNETH W. WASSERMAN \*\*

ROBERT S. JONES\*\*\*

NORMAN R. KELLY

ROBERT A. MARTIN

JASON L. REED

BRENDAN J. BURKE

Attorneys at Law

\*Of Counsel

\*\*Admitted in Kansas and Nebraska

\*\*\*Fellow American Academy of Matrimonial Lawyers

MAILING ADDRESS:

P.O. Box 2388  
Salina, KS 67402-2388

LAW OFFICES AT:

213 S. Santa Fe  
Salina, KS 67401

Telephone 785-827-3646

Fax 785-827-0538

E-Mail: ram@nwjklaw.com

September 29, 2010

Mark Guilfoyle  
306 N.W. 2nd Street  
P.O. Box 548  
Abilene, Kansas 67410-0548

RE: Scott Ostermann and Christine Ostermann v. William H. Peterson, et al.;  
District Court of Dickinson County, Kansas, Case No. 07 CV 132.

Dear Mr. Guilfoyle:

I am in receipt of your letter dated September 23, 2010. I have now had an opportunity to review it with Mr. Ostermann. My client does not agree that certain items have been completed by your client under the agreement. In addition, it was not my client's understanding that any terms of the agreement would change my client's easement. In reviewing the document, I do not see where my client ever agreed to modify his easement. Please let me know what terms of the agreement your client is relying upon for this position. As such, it is my client's position that he will not be releasing the 1950 easement.

Please govern yourself accordingly.

Very truly yours,

Robert A. Martin

RAM/slb

cc: Scott Ostermann

---

MARK A. GUILFOYLE, ATTORNEY P.A.

---

306 N.W. SECOND • P.O. BOX 548 • ABILENE, KS 67410-0548  
(785) 263-3070 • FAX (785) 263-4363

September 23, 2010

Robert A. Martin  
Norton Wasserman Jones Kelly, LLC  
PO Box 2388  
Salina, KS 67402-2388

Re: Ostermann v Peterson

Dear Bob:

As of this date the Petersons have rerouted the downspout, posted a no parking sign and reduced their easement per paragraphs 1, 2 and 3 of the agreement. Petersons have acknowledged the sewer easement and the right to construct a new sewer line. That is what the paperwork I previously sent you will accomplish. Ostermann needs a formal easement that will run with the land to give him the right against future property owners to access his new sewer line. A formal easement also allows for construction. I also sent an easement release to release the easement for the existing line once a new line is constructed. This is all as was agreed upon in the agreement. I see no reason why the paperwork I sent has not been completed and returned.

Sincerely yours,



Mark A. Guilfoyle

SEP 24 2010



## Agreement

This agreement made and entered into this 24<sup>th</sup> day of June, 2010, by and between Scott Ostermann and Vicki Faulkner.

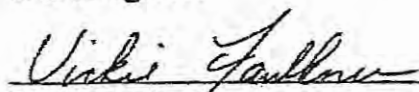
Whereas, the parties are subject to litigation in Dickinson County, Kansas related to alleged trespassing on Scott's property.

And, whereas, the parties desire to enter into this agreement to resolve all issues.

Now, therefore, for mutual consideration, the parties agree as follows:

1. Vicki will get the consent and agreement from the record owner, Amanda Dohe, to enter into this agreement.
2. Vicki agrees that she will correct the following:
  - a. Within 30 days, arrangements will be made to move the electrical, at Vicki's cost, off Scott's property and verification of said order to move the electrical will be provided to Scott's attorney.
  - b. Within 60 days, arrangements will be made to move the utilities, at Vicki's cost, off Scott's property and verification of said order to move the utilities will be provided to Scott's attorney.
  - c. Within 60 days, the overhang of the roof line will be removed and guttering put up to avoid diverting water onto Scott's property.
  - d. The window air condition will be removed immediately.
3. The parties agree to execute a Journal Entry of Judgment setting forth the above. Said Journal Entry shall provide that if Vicki fails to take the above corrective action, Scott may do so at his expense. Scott shall be entitled to have his cost to do the above reimbursed up to \$4,000.00. Scott shall have a lien on said property owned by Amanda Dohe in the event he is required to take the corrective action.
4. A satisfaction of judgment shall be filed once the corrective action is completed by Vicki.
5. Each party shall pay their respective attorney fees and one half the mediation fees.

It is so agreed.

  
Vicki Faulkner

  
Scott Ostermann

HAMPTON & ROYCE, L.C.  
9TH FLOOR - UNITED BUILDING  
119 WEST IRON - P.O. BOX 1247  
SALINA, KANSAS 67402-1247  
(785) 827-7251 - TELEPHONE  
(785) 827-2815 - FACSIMILE

IN THE DISTRICT COURT OF DICKINSON COUNTY, KANSAS

SCOTT L. OSTERMANN and,  
CHRISTINE C. OSTERMAN,  
Plaintiffs,

vs.

AMANDA DOHE,  
Defendant

Case No. 09 CV 150

COPY

ANSWER

Defendant Amanda Dohe ("Amanda") for her Answer to the Petition filed herein, respectfully states and alleges as follows:

1. All statements and allegations not specifically admitted herein are denied.
2. Amanda has insufficient information to either confirm or deny the allegations contained in Paragraph 1 of the Petition, and therefore denies the same.
3. The allegations contained in Paragraphs 2 , 3, and 4 of the Petition are admitted.
4. With regard to Paragraph 5, Amanda admits only that she owns the real estate described in Exhibit A of Plaintiff's Petition. Amanda has insufficient information to either confirm or deny the remaining allegations in Paragraph 5 of the Petition, and therefore denies the same.
5. The allegations contained in Paragraph s6, 7, 8 and 9 of the Petition are denied.

Affirmative Defenses

6. Plaintiffs have failed to state a cause of action upon which relief can be granted.

7. Amanda denies the nature, cause, and extent of the Plaintiffs' claimed damages, if any.

8. Amanda notes that the original judgment debtor, Lisa M. Weaver, has filed for bankruptcy in U.S. Bankruptcy Court, District of Kansas, case number 09-13012, and said bankruptcy action may have discharged some or all of Plaintiffs alleged judgment in this matter, or otherwise affected Plaintiffs' claims.

9. Amanda reserves the right to raise such other and further affirmative defenses as may well lie upon completion of discovery in this matter.

#### **Counterclaim - Injunction**

10. Plaintiffs have constructed on their property a fence that directly abuts Amanda's property that acts as a barricade to the west door of Amanda's building and denies access to the electric utility meters.

11. The building permit obtained by Plaintiffs to authorize the construction of this fence (Abilene Permit No. 05-114, attached as Exhibit A) specifically required the fence be constructed to allow a three (3) foot-wide pathway from Amanda's west door and electric utility meter north to the vacant lot.

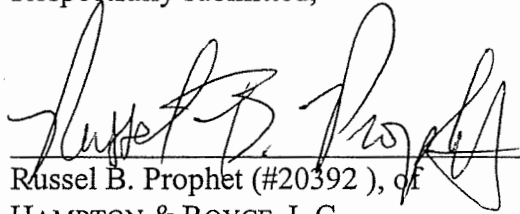
12. The fence constructed by Plaintiffs does not contain the necessary pathway and blocks access to Amanda's west exit door and the electric utility meter for Amanda's building.

13. Plaintiffs should be enjoined to permanently relocate that portion of their fence not in compliance with requirements of Abilene Permit No. 05-114

WHEREFORE, Amanda prays that the Plaintiffs take not by their Petition, that judgment be entered in favor of Amanda against Plaintiffs, and for such other and further relief as the Court deems just and proper.

DATED: December 3, 2009

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Russel B. Prophet", is written over a horizontal line.

Russel B. Prophet (#20392 ), of  
HAMPTON & ROYCE, L.C.

United Building, Ninth Floor

119 West Iron Avenue

P.O. Box 1247

Salina, Kansas 67402-1247

(785) 827-7251 - Telephone

(785) 827-2815 - Telecopier

Attorneys for Defendant Amanda Dohe



Inspection Department  
PO Box 519  
Abilene, KS 67410-0519  
(785) 263-2550



PERMIT NO. 05-114

Permit Fee: \$10.00

## APPLICATION FOR FENCE PERMIT

(Call 1-800-Dig-Safe before digging!)

Project Site Address:

101 No Cedar St.

Owner of Record of Property:

Scott H. / Christine C. Ostermann

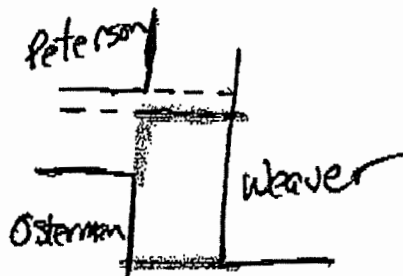
Fence Contractor:

Ostermann Contracting - Miller Welding

Please draw a map of your property showing the location of all buildings and any existing fence. Please include dimensions. Using a different colored pen or pencil, show the location of the proposed fence:

(Amend permit # 05-114) dated 4-15-5

change-move North Fence south Ten feet  
to allow ten foot easement to Peterson.



First Street

Will the fence encroach on any easement: no

Purpose of Fence: SECURITY Material of Fence: Steel & Wood

Height of Fence: 6 1/2' Distance From Property Line: 1"

Signature Scott R. Ostermann Date: 5-9-5

(For Office Use Only)

Special Conditions

☒ Approved Disapproved Reason:

R. Carl

City Inspector

SCOTT OSTERMANN

PRACTICAL RENOVATION  
OF NEGLECTED SPACES

P.O. Box 221

101 N. Cedar Street  
Abilene, Kansas 67410Fax/Office: 785-269-4527  
Cell: 785-479-7053

## FENCE PERMIT

PERMIT NO. 05-114

Permit Fee \$10.00

Project Site Address

101 N. Cedar Street

Owner of Record of Property

Scott L. / Christine C. Ostermann

Fence Contractor

Scott Ostermann Contracting / Miller Welding

Please draw a map of your property showing the location of all buildings and any existing fence. Please include dimensions. Using a different colored pen or pencil, show the location of the proposed fence.

\*Attached

Purpose of the fence, - Security

2300 Sq feet of my property is rendered useless by the abuses of neighbors/patrons (nuisances) especially at night. I respectfully considered my neighbors <sup>have</sup> opinions for 18 months, concluding that they will not be of much help. Their property continues to deteriorate to the most primitive <sup>uses</sup>.

Purpose of fence: see aboveMaterial of fence: steel / woodHeight of fence: 6'-6 1/2'Distance from property line: 0 - 3"

Signature

Scott L. Ostermann

Date

4-15-5

Building Inspection Department

Special Conditions will encroach on easement

Approved

X

Disapproved

Reason

encroachment easementR. Paul

City Inspector

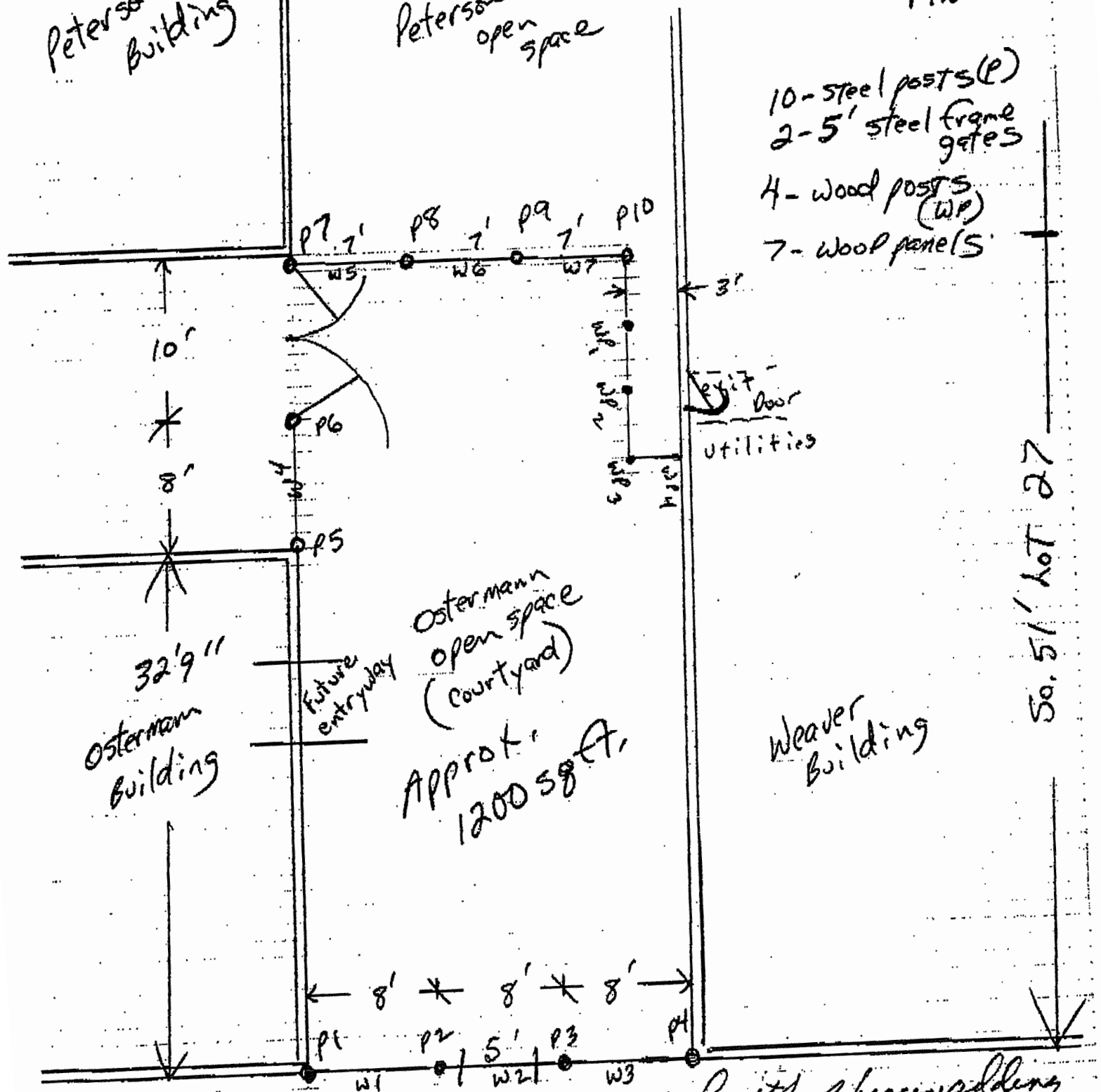
# Scott Ostermann Contracting 4-15-5 Fence Project 101 N. Cedar

↑ North

Peterson Farms  
Building

Peterson  
open space

- 10 - steel posts (P)
- 2 - 5' steel frame gates
- 4 - wood posts (WP)
- 7 - wood panels



32'9"  
Ostermann  
Building

Ostermann  
open space  
(courtyard)

Approx.  
1200 sq ft.

Weaver  
Building

50.51' lot 27'

24'3" approval with change adding  
5' Gate per meeting  
with owner, KGS, Winter  
R.O.



SO ORDERED.

SIGNED this 03 day of December, 2009.



*Dale L. Somers*

Dale L. Somers  
UNITED STATES BANKRUPTCY JUDGE

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF KANSAS

IN RE:

WEAVER, LISA MARIE

DEBTOR(S)

CASE No. 09-13012  
CHAPTER 7

**ORDER TO COMPEL PRODUCTION**

THIS MATTER comes on for hearing before the Court upon the Trustee's motion to compel production of information regarding the sale and transfer of real property, and disposition of the proceeds of the sale. The Trustee appears by and through his attorney, Steven L. Speth of the law firm of Speth & King. There are no other appearances. No hearing was held in this matter. The time for filing objections has expired and neither the Trustee nor the Court has received objections.

THEREUPON the Court, having reviewed the file, hearing arguments and statements of counsel and being duly advised in the premises finds as follows:

1. The motion should be and the same is hereby granted.
2. The debtor is hereby ordered to provide copies of documentation of the sale and transfer of real estate, and documentation regarding the disposition of the sale proceeds.

IT IS THEREFORE BY THE COURT considered, ordered, adjudged and decreed that the above and foregoing be and the same are hereby ordered to be turned over to the Trustee



IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF KANSAS  
IN RE: WEAVER, LISA MARIE  
BANKRUPTCY CASE NO. 09-13012  
ORDER FOR TURNOVER

PAGE 2

---

IT IS BY THE COURT SO ORDERED.

###

PREPARED & APPROVED BY:

SPETH & KING  
300 W DOUGLAS STE 230  
WICHITA KS 67202  
(316) 264-3333

S/ Steven L. Speth

STEVEN L. SPETH SC#12282

**09-13012** Lisa Marie Weaver  
**Case type:** bk **Chapter:** 7 **Asset:** No **Vol:** v **Chief Judge:** Dale L. Somers  
**Date filed:** 09/16/2009 **Date of last filing:** 03/24/2011  
**Date terminated:** 03/22/2011

## Case Summary

**Office:** Wichita  
**County:** DICKINSON-KS  
**Fee:** Paid  
**Origin:** 0  
**Previous term:**

**Filed:** 09/16/2009  
**Terminated:** 03/22/2011  
**Debtor discharged:**  
**Reopened:**  
**Converted:**  
**Debtor dismissed:**  
**Confirmation hearing:**

**Joint:** n  
**Current chapter:** 7

**Debtor disposition:** Discharge Revoked

**Nature of debt:** consumer  
**Related adversary proceedings:** 10-05283  
**Pending status:** Awaiting 341 Meeting, Case Closed  
**Flags:** DEFER, CLOSED, REVOKD

**Trustee:** U.S. Trustee      **City:** Wichita      **Phone:** (316) 269-6637      **Email:** ustpregion20.wi.ecf@usdoj.gov  
**Trustee:** Steven L Speth      **City:** Wichita      **Phone:** (316)264-3333      **Fax:** (316)264-1305

**Party 1:** Weaver, Lisa Marie (Debtor)  
SSN / ITIN: xxx-xx-3460

**Atty:** Larry L. Livengood      **Represents party 1:** Debtor

**Phone:** (913) 742 8995  
**Email:** bankruptlaw@gmail.com

**Location of case files:**

09-13012

Lisa M. Weaver

Chapter 7 Trustee's Report of No Distribution: I, Steven L Speth, having been appointed trustee of the estate of the above-named debtor(s), report that I have neither received any property nor paid any money on account of this estate; that I have made a diligent inquiry into the financial affairs of the debtor(s) and the location of the property belonging to the estate; and that there is no property available for distribution from the estate over and above that exempted by law. Pursuant to Fed R Bank P 5009, I hereby certify that the estate of the above-named debtor(s) has been fully administered. I request that I be discharged from any further duties as trustee.

Key information about this case as reported in schedules filed by the debtor(s) or otherwise found in the case record: This case was pending for 18 months.

Assets Abandoned (without deducting any secured claims): \$ 25.00, Assets Exempt: \$ 103940.00, Claims Scheduled: \$ 79543.00, Claims Asserted: Not Applicable, Claims scheduled to be discharged without payment (without deducting the value of collateral or debts excepted from discharge): \$ 79543.00.

Filed by Steven L Speth. (Speth, Steven)

## District of Kansas Claims Register

09-13012 Lisa Marie Weaver **Closed** 03/22/2011

**Chief Judge:** Dale L. Somers

**Chapter:** 7

**Office:** Wichita

**Last Date to file claims:**

**Trustee:** Steven L Speth

**Last Date to file (Govt):**

**Creditor:** (6223753)

**Claim No:** 1

**Status:**

Kennedy Berkley Yarnevich And Williamson

*Original Filed*

*Filed by:* AT

PO Box 2567

*Date:* 09/22/2009

*Entered by:* Chris J Kellogg

Salina KS 67402

*Original Entered*

*Modified:* 09/23/2009

*Date:* 09/22/2009

Amount claimed: \$3750.00

Unsecured claimed: \$3750.00

**History:**

[Details](#)

[1-1](#) 09/22/2009 Claim #1 filed by Kennedy Berkley Yarnevich And Williamson, Amount claimed: \$3750.00 (Kellogg, Chris)

**Description:**

**Remarks:**

### Claims Register Summary

**Case Name:** Lisa Marie Weaver

**Case Number:** 09-13012

**Chapter:** 7

**Date Filed:** 09/16/2009

**Total Number Of Claims:** 1

<b>Total Amount Claimed*</b>	\$3750.00
<b>Total Amount Allowed*</b>	

\*Includes general unsecured claims

**The values are reflective of the data entered. Always refer to claim documents for actual amounts.**

	<b>Claimed</b>	<b>Allowed</b>
<b>Secured</b>		
<b>Priority</b>		
<b>Administrative</b>		

**PACER Service Center**

**Transaction Receipt**



7800500-03  
Lisa Weaver  
BUILDING DAMAGE

CURRENT PERIOD AND HISTORY PRE-BILLING LEDGER

Run On 09/21/09 01/01/81-09/21/09 Page 001/001  
Opened 02/27/08 Closed n/a Last Post 02/04/09

Bill to: Lisa Weaver  
610 NW 2nd  
Abilene, KS 67410

Client Attorney Larry G. Michel

Legal Services - Building Damage

Resp Atty 1 Larry G. Michel

Status Codes None Alternate Billing Format TK2  
Finance Charges N  
Sales Tax None  
Retainer Acct Min 0 No auto transfers chosen  
Unbilled only N

Date	Emp	Hours	Dollars	Gp	
02/29/08	LGM	0.30	60.00	B P	Corr to Lisa; Memo to Karen Quintelier
03/08/08	KMQM	1.90	247.00	B P	Correspond with client regarding further information; Prepare demand letter;
billable		1.90	146.15		Research law regarding neighbor's liability for spread of fire.
03/08/08	LGM	0.10	20.00	B P	Review demand letter
03/15/08	KMQM	0.40	52.00	B P	OC LGM regarding response from Mr. Thompson; Contact Abilene City Manager;
billable		0.40	30.77		Correspond with Client regarding status of case and the city's position.
03/22/08	KMQM	0.30	39.00	B P	Prepare letter regarding file closure.
billable		0.30	23.08		
04/12/08	LGM	1.40	308.00	B P	TC's with Lisa re: building; Review pleadings; TC's with Wyatt Title and Attorney
					Nordling
04/19/08	CJKM	2.70	432.00	B P	OC LGM re property issue in Abilene; TC with Lisa; TC with Mike; OC LGM; TC with
billable		2.70	355.26		Lisa; TCs with Dickinson County Title; TC with Larry Nordling; TC with Lisa; TC
					with Lisa; TC with Debbie on Gas and Electric Meters; TC with Scott Kindlesparger
					at Kansas Gas; TC with Gaylen Barry.
04/19/08	LGM	0.90	198.00	B P	Meet Lisa in Abilene; OC's with Chris Kellogg
04/26/08	CJKM	0.30	48.00	B P	TC with Larry Nordling; TC with Lisa.
billable		0.30	39.47		
04/30/08	CJKM	0.80	128.00	B P	TC with Larry Nordling; Emails to Larry; Emails with Larry; Review of Order;
billable		0.80	105.27		Letter to Lisa.
05/03/08	CJKM	0.40	64.00	B P	Review of Survey; Letter to Lisa
05/10/08	CJKM	0.60	96.00	B P	TC-Lisa; OC TAW re: Surveyors; TC-Earles; TC-Wilson and Co.
05/17/08	CJKM	4.00	640.00	B P	Motion to Set Aside Default Judgment; Affidavit for Lisa; Letter to Lisa
05/24/08	CJKM	0.60	96.00	B P	Finalize Motion and memorandum to Set Aside
05/31/08	CJKM	0.40	64.00	B P	TC-Larry Nordling; Emails w/ Larry Nordling
06/14/08	CJKM	0.30	48.00	B P	TC w/ Larry Nordling
06/21/08	CJKM	1.20	192.00	B P	TC-Lisa; TC-Larry Nordling; TC-Lauren Bristow
07/12/08	CJKM	1.00	160.00	B P	TC w/ Larry Nordling Re: Settlement; Meet w/ Larry Nordling and Lauren Bristow Re
					Settlements
07/19/08	CJKM	0.80	128.00	B P	Letter to Lisa Weaver; Review of Letter from Larry Nordling; Order Continuing
					Hearing; TC w/ Lisa; TC w/ Larry Nordling
07/26/08	CJKM	0.10	16.00	B P	C w/ Larry Nordling
08/09/08	CJKM	0.50	80.00	B P	Meet w/ Larry Nordling; Letter to Lisa
08/23/08	CJKM	0.30	48.00	B P	TC w/ Lisa Weaver; TC w/ Larry Nordling; TC Message to Lisa
08/30/08	CJKM	0.40	64.00	B P	TC w/ Lisa; TC w/ Larry Nordling; TC w/ Judge Platt
09/13/08	CJKM	1.00	160.00	B P	Emails w/ Larry Nordling; TC w/ Lisa; Review of File for Deed Information; TC w/

Date	Emp	Hours	Dollars	Gp	
09/20/08	CJKM	0.30	48.00	B P	Larry Nordling; TC w/ LGM
09/26/08	CJKM	0.30	48.00	B P	Emails w/ Larry Nordling
10/01/08	CJKM	0.10	16.00	B P	OC LGM; Letter to Lisa
10/13/08	CJKM	0.30	48.00	B P	TC message to Lisa
10/29/08	CJKM	0.20	32.00	B P	Review of notice to dismiss; Letter to Lisa
10/30/08	CJKM	0.70	112.00	B P	TCs with Lisa
				B P	TCs with Lisa Weaver; Emails with Larry Nordling; review of motion of Larry Nordling and preparation for hearing; OC LGM
10/31/08	CJKM	1.70	272.00	B P	Hearing in Abilene on Motion for Sanctions and Default Judgment; Letter to Lisa
11/14/08	CJKM	0.20	32.00	B P	Letter to Lisa
<hr/>					
Total FEES		24.50	3,996.00	24.50	3,750.00
		24.50	3,996.00	24.50	3,750.00
<hr/>					
		Actual Hours/\$			Billable Hours/\$
					Write-dn \$
					246.00 (CP 01/01/81 - 09/21/09)
					246.00 (CTD Through 09/21/09)

## Fee Analysis (CP 01/01/81 - 09/21/09)

Code	Name	Actual Hours	Actual Dollars	Actual \$/Actual Hrs	Billable Hours	Billable Dollars	Billable\$/Actual Hrs
CJKM	Chris Kellogg	19.20	3,072.00	160.00	19.20	2,964.00	154.38
KMQM	Karen Quintelier	2.60	338.00	130.00	2.60	200.00	76.92
LGM	Larry G. Michel	2.70	586.00	217.04	2.70	586.00	217.04

## COSTS - Direct

## COSTS - Direct

Date	Units	Dollars	Gp		
04/14/08		6.63	N B P	Film	
billable		0.00			
<hr/>					
Tot DIR COSTS		6.63		6.63 (CP 01/01/81 - 09/21/09)	
		6.63		6.63 (CTD Through 09/21/09)	
		Actual Units/\$			Billable Units/\$
					Write-dn \$

## A/R LEDGER (01/01/81 - 09/21/09)

## A/R LEDGER

Date	Type	Invoice#	Fees	Dir Costs	Ind Costs	Fin Charges	Sales Tax	Retainers	Total	Balance
05/12/08	Billing	27419	1286.00	0.00	0.00	0.00	0.00	0.00	1286.00	1286.00
06/10/08	Billing	27605	960.00	0.00	0.00	0.00	0.00	0.00	960.00	2246.00
07/15/08	Billing	27951	240.00	0.00	0.00	0.00	0.00	0.00	240.00	2486.00
08/11/08	Billing	28265	304.00	0.00	0.00	0.00	0.00	0.00	304.00	2790.00
09/10/08	Billing	28532	192.00	0.00	0.00	0.00	0.00	0.00	192.00	2982.00
10/07/08	Billing	28835	256.00	0.00	0.00	0.00	0.00	0.00	256.00	3238.00

7800500-03  
Lisa Weaver

CURRENT PERIOD AND HISTORY PRE-BILLING LEDGER

Run On 09/21/09 01/01/81-09/21/09  
Legal Services - Building Damage

Page 003/003

11/07/08 Billing	29177	480.00	0.00	0.00	0.00	0.00	0.00	0.00	480.00	3718.00
01/08/09 Billing	30631	32.00	0.00	0.00	0.00	0.00	0.00	0.00	32.00	3750.00
Closing Balances		3750.00	0.00	0.00	0.00	0.00	0.00	0.00	3750.00	

=====

A/R TOTALS (01/01/81 - 09/21/09)

A/R TOTALS

	Fees	Dir Costs	Ind Costs	Fin Charges	Sales Tax	Retainers	Total
Billings							
01/01/81-09/21/09	3750.00	0.00	0.00	0.00	0.00	0.00	3750.00
CTD thru 09/21/09	3750.00	0.00	0.00	0.00	0.00	0.00	3750.00

=====

A/R AGING (CTD thru 09/21/09)

A/R AGING

Days Overdue	<= 30	31 - 60	61 - 90	91 - 120	121 - 150	151 - 180	> 180	Total
Fees	0.00	0.00	0.00	0.00	0.00	0.00	3750.00	3750.00
Totals	0.00	0.00	0.00	0.00	0.00	0.00	3750.00	3750.00

=====

WORK IN PROCESS AND A/R PROJECTION

WORK IN PROCESS AND A/R PROJECTION

	Fees	Dir Costs	Ind Costs	Fin Charges	Sales Tax	Retainers	Total
Previous A/R	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Existing A/R	3750.00	0.00	0.00	0.00	0.00	0.00	3750.00
Projected A/R	3750.00	0.00	0.00	0.00	0.00	0.00	3750.00

WARRANTY DEED (Following Kansas Statutory Warranty Form)

This 24th day of July, 2008,

LISA M. WEAVER, A SINGLE PERSON,

CONVEY(S) AND WARRANT(S) TO

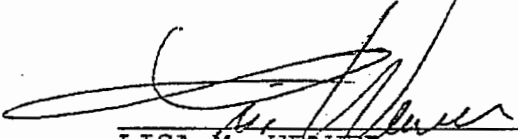
AMANDA DOHE

all the following described REAL ESTATE in the County of Dickinson,  
State of Kansas, to wit:

THE WEST HALF OF THE SOUTH HALF OF LOT 25, ON FIRST STREET, THOMPSON  
AND MCCOY'S ADDITION TO THE CITY OF ABILENE, DICKINSON COUNTY, KANSAS.

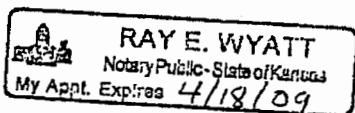
for the sum of One Dollar and OVC

EXCEPT AND SUBJECT TO easements, restrictions and covenants of record

  
LISA M. WEAVER

-----  
State of Kansas, Dickinson County, ss

The foregoing instrument was acknowledged before me this 24th day of  
July, 2008, by LISA M. WEAVER, A SINGLE PERSON.



  
Notary Public

My Commission Expires:

Entered in Transfer Record  
in my office this 28<sup>th</sup> day of  
July, A.D. 2008  
Sandra Emig Burris  
Co. Clerk

by Barbara M. Jones, Dep  
Deputy Co. Clerk



STATE OF KANSAS 02416  
DICKINSON COUNTY

This instrument was filed for  
record on 07/24/2008 at 11:36 AM  
& duly recorded in  
Book 241 at Page 80

Linda Jones Register of Deeds  
Karen J. Freeman Deputy  
X ✓ ✓



FILED

KENNEDY BERKLEY YARNEVICH  
& WILLIAMSON, CHARTERED  
119 West Iron Avenue, 7<sup>th</sup> Floor  
P.O. Box 2567  
Salina, Kansas 67402-2567  
(785) 825-4674 [Telephone]  
(785) 825-5936 [Fax]

2008 MAY 21 AM 10:30  
m  
CLERK OF DISTRICT COURT  
DICKINSON COUNTY, KANSAS

IN THE DISTRICT COURT OF DICKINSON COUNTY, KANSAS

SCOTT L. OSTERMANN and )  
CHRISTINE C. OSTERMANN, )

Plaintiffs, )

vs. )

Case No. 07 CV 131

LISA M. WEAVER, )

Defendant. )

(Proceedings Pursuant to K.S.A. Chapter 60)

AFFIDAVIT

STATE OF KANSAS, COUNTY OF SALINE, ss:

After first being duly sworn and upon her oath, come Lisa M. Weaver, of lawful age,  
and makes the following affidavit:

1. I am the Defendant in the above action. I am intimately familiar with the facts of this case, and have review the contents of the Motion to Set Aside Default Judgment as well as the Memorandum Brief in Support of Defendant's Motion to Set Aside Default Judgment, and the contents of those documents are true and correct to the best of my knowledge.

2. I am not an expert in the legal process, and am not sophisticated in that area.

3. I inadvertently failed to respond to the Petition and Motion for Judgment by Default, filed on March 3, 2008, because I was under the impression that I could not be required to

move the electric or gas meter or to change the structure of the roof of the building, because I believed that an easement existed for those items.

4. My family has owned the real property that is the subject of this suit for more than the past fifty years.

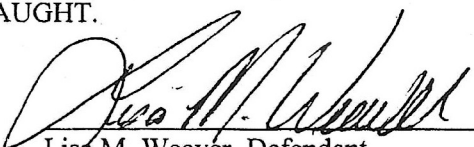
5. The gas meter, electric meter, and the roof have always occupied their present locations.

6. Until the Plaintiffs complained about the gas meter, electric meter, and the roof, there had been no complaints or discussions about the location of those items.

7. I, as well as my family, understood the gas meter, electric meter, and the roof to be located on my property.

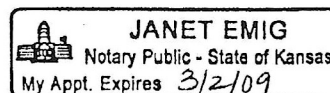
8. I, nor the previous owners, have covered or otherwise concealed the position of the gas meter, electric meter, or the roof.

FURTHER AFFIANT SAITH NAUGHT.

  
Lisa M. Weaver, Defendant

SUBSCRIBED AND SWORN to before me this 19<sup>th</sup> day of May, 2008.

  
Notary Public



FILED

2008 APR 21 PM 1:50

CLERK OF DISTRICT COURT  
DICKINSON COUNTY, KANSAS

COPY

IN THE DISTRICT COURT OF DICKINSON COUNTY, KANSAS

SCOTT L. OSTERMANN  
AND CHRISTINE C. OSTERMANN

v.

LISA M. WEAVER

)  
)  
)  
)  
) Case No. 07 CV 131  
)  
)  
)

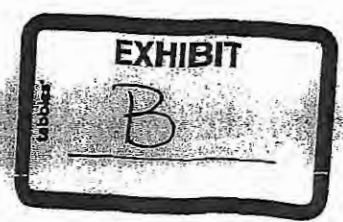
JOURNAL ENTRY OF JUDGMENT BY DEFAULT

NOW ON this 4<sup>th</sup> day of April, 2008, the above-captioned matter comes before a hearing on Motion for Judgment by Default. The Plaintiffs appear by and through their attorney, Lawrence E. Nordling of Norton, Wasserman, Jones & Kelly. Defendant Lisa Weaver appears in person pro se. There are no other appearances.

The Court, after having reviewed the file, hearing the arguments of counsel for the Plaintiff and of the Defendant, and being duly advised in the premises, the Court finds as follows:

1. That on January 4, 2008, Defendant was personally served at 308 NE Ninth, Abilene, Kansas, 67410.

The Butcher fire occurred the evening of January 8, 2008



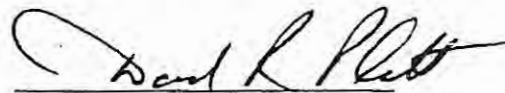
2. That Defendant failed to file an Answer or any other responsive pleadings within twenty (20) days after the Service of Summons.

3. That the Defendant did not file a response to the Motion for Judgment by Default filed by Plaintiff on March 3, 2008, and served upon Defendant by mailing a copy of the Motion, postage prepaid, to Defendant's home address on February 29, 2008.

4. That Plaintiff is entitled to judgment against Defendant and the relief prayed for in the Petition which Plaintiff specifically requested as follows:

- a. That Defendant remove trespassing utility meters, air conditioning unit and other objects, and remedy the roof overhang;
- b. That Defendant is enjoined and restrained from any further encroachments and trespasses upon Plaintiff's property;
- c. That Plaintiff is permitted to remove offending utility meters if Defendant refuses to comply with this Court's Order; and
- d. That Defendant is required to pay for the costs of this action.

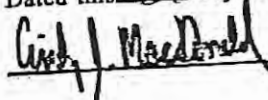
IT IS SO ORDERED.



DAVID R. PLATT  
DISTRICT COURT JUDGE



I, Cindy J. MacDonald, Clerk of the District Court of Dickinson County, Kansas, do hereby certify this to be a true and correct copy of the original as the same is of record in my office in Abilene, Kansas.  
Dated this 21 day of April, 2008

 Clerk of the District Court





REAL ESTATE  
800-887-6929

# PURCHASE AND SALE AGREEMENT

PARTIES TO CONTRACT: This Agreement made this day March 24, 2008 between

LISA M. WEAVER

Seller,

and MICHAEL TEASLEY and VICKIE FAULKNER

Buyer.

1. **MERCHANTABLE TITLE AND CONVEYANCE:** The Seller agrees that if the Buyer will first make the payments and perform the promises agreed to be performed by the Buyer in this agreement, the Seller will convey to the Buyer the fee simple, clear of all encumbrances whatsoever (except those mentioned here and except all restrictions, special assessments and easements of record) by a General Warranty Deed to the following described real estate located in the County of Dickinson and the State of Kansas, 208 W. 1st., Abilene, Kansas 67410  
210

2. **CONSIDERATION:** The purchase price is \$16,500.00 Dollars, which the Buyer agrees to pay as follows: \$11,500.00 Dollars, at the signing of this contract, the receipt of which is hereby acknowledged by the Seller and which is deposited in the escrow account of Wyatt Land Title as part of the consideration of the sale; the balance to be paid in the manner following: ~~Seller to finance \$5,000.00 to be paid in \$1,000.00 monthly installments beginning 5-1-08 and ending 10-1-08. BALANCE IN FULL AT CLOSING.~~

3. **BUYERS ACCEPTANCE OF TITLE:** Seller will furnish an Owners Title Insurance Policy within ten days in the amount of the purchase price from a company authorized to insure titles in this state, insuring a merchantable fee simple title in the Buyer as of the date of recording of the deed. Buyer will have five days to examine the title insurance policy, and make requirements necessary to provide merchantable title and Seller shall have fourteen days to satisfy those requirements or this agreement will be null and void.

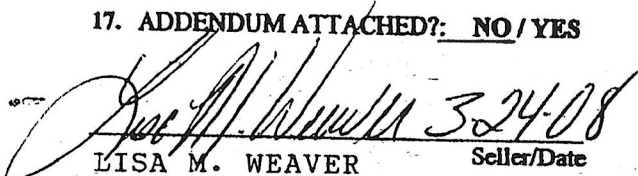
4. **CLOSING DATE:** It is understood and agreed that the earnest money, a copy of this agreement and a properly executed deed to this property will be immediately placed in escrow with Escrow Company named above and all deferred payments (except encumbrances assumed) are to be paid through the escrow holder. Any fees charged by the escrow holder will be shared evenly by the Buyer and the Seller. (Closing by the Buyer will be evidence of Buyer's acceptance of the property in its condition on closing without further warranty by the Seller). Possession is to be given on closing. Closing is to be on or before 7/24/08

5. **TAXES AND ASSESSMENTS:** It is understood and agreed that the Seller is to pay the taxes and assessments, if any, for the previous year and all previous years, and taxes and assessments, if any for the current year shall be prorated between Seller and Buyer as of the date of possession by Buyer, based on the calendar year and most current tax figure and mill levy available. However, in the event that improvements or special benefits have been made on or to the above described real estate since the date of assessment of taxes for the preceding year, then such proration shall be on the most current estimates of assessed value, mill rate, and special assessment available at closing date. The Buyer is to pay all taxes and assessments that may be levied or imposed after possession.

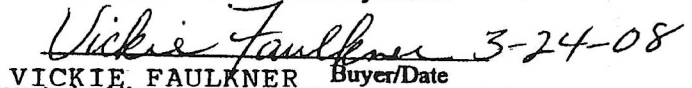
6. **DEFAULT BY BUYER:** In the case of failure of the Buyer to make the payments or perform any of these agreements, this contract shall, at the option of the Seller, be forfeited and determined, and the Buyer will

forfeit all payments made on this contract, and those payments will be retained by Seller in full satisfaction and in liquidation of all damages.

7. **DELIVERY OF PROPERTY:** It is agreed that the property shall be in at least as good a condition on the date of delivery of the deed as it is on the date of this agreement, ordinary wear and tear excepted. In the event of loss or damage by fire, flood, wind, hail or other causes to the improvements Seller, at his option, may repair such loss or damage so as to restore such improvements or contents to as good a condition as they are at the date of this contract, but if such loss or damage is not repaired before the above possession date, this contract, at the option of Buyer, shall be void and all monies paid will be returned to Buyer. Buyers acknowledge receipt of the 'Seller Property Disclosure' form.
8. **MECHANICS LIENS:** All bills for work done and materials furnished to the property incurred before possession date, which might attach to the property as a lien, will be paid in full by Seller by the date of closing.
9. **UTILITIES:** Buyer agrees to have all utilities changed to Buyer's name as of the possession date. Seller will pay all utility charges up through possession date as per final reading to be promptly requested by Seller.
10. **LEGAL AND TAX COUNSELING:** Both parties acknowledge the opportunity to obtain legal and tax counseling to review this agreement. This Agreement contains the entire agreement between Buyer and Seller regarding the property and the duties of each.
11. **TIME OF ESSENCE:** Time is the essence of this agreement.
12. **AGENCY DISCLOSURE**
  - A. Les Gray - Transaction Broker represents SELLER.
  - B. Les Gray - Transaction Broker represents BUYER.
  - C. **COMMISSION** will be paid by Seller @ 6%.
  - D. Buyer and Seller acknowledge that agency disclosure was made prior to contract and that all information given to an agent for the other party will be disclosed to that party.
13. **LEAD BASED PAINT:** Sellers declare they have no knowledge of the presence of Lead Based Paint. Buyer acknowledges receipt of the pamphlet "Protect Your Family From Lead in Your Home".
14. **AGENCY ALTERNATIVES DISCLOSURE** Buyers and Sellers of acknowledge receipt of a copy of the State Real Estate Commissions' brochure describing Agency alternatives.
15. **CONTRACT BINDING:** It is mutually agreed that all these agreements extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties.
16. Seller hereby declares property IS / IS NOT subject to special tax assessments. Estimated amount \$\_\_\_\_\_.
17. **ADDENDUM ATTACHED?:** NO / YES

 3-24-08  
LISA M. WEAVER Seller/Date

 03-24-08  
MICHAEL TEASLEY Buyer/Date

 3-24-08  
VICKIE FAULKNER Buyer/Date

This is a legally binding contract, consult an attorney if you do not understand any part of it. In the construction of this agreement, the use of the singular shall include the plural, and the use of the masculine shall include the feminine.

**Receipt by Escrow Company**

I hereby acknowledge the receipt of a copy of this contract and the earnest money described in this form.

Signed \_\_\_\_\_

Date \_\_\_\_\_

Company \_\_\_\_\_





REAL ESTATE  
800-887-6929

# PURCHASE AND SALE AGREEMENT

PARTIES TO CONTRACT: This Agreement made this day, March 24, 2008 between

LISA M. WEAVER

Seller,

and MICHAEL TEASLEY and VICKIE FAULKNER

Buyer.

1. **MERCHANTABLE TITLE AND CONVEYANCE:** The Seller agrees that if the Buyer will first make the payments and perform the promises agreed to be performed by the Buyer in this agreement, the Seller will convey to the Buyer the fee simple, clear of all encumbrances (except those mentioned here and except all restrictions, special assessments and covenants of record) by a General Warranty Deed to the following described real estate located in the County of Dickinson and the State of Kansas.

298 W. 1st., Abilene, Kansas 67410

210

2. **CONSIDERATION:** The purchase price is: \$16,500.00 Dollars, which the Buyer agrees to pay as follows: \$11,500.00 Dollars, at the signing of this contract, the receipt of which is

hereby acknowledged by the Seller and which is deposited in the escrow account of Wyatt Land Title

as part of the consideration of the sale; the balance to be paid in the manner following: Seller to finance \$5,000.00 to be paid in \$1,000.00 monthly installments beginning 5-1-08 and ending 10-1-08. BALANCE IN FULL AT CLOSING.

3. **BUYER'S ACCEPTANCE OF TITLE:** Seller will furnish an Owners Title Insurance Policy within ten days in the amount of the purchase price from a company authorized to insure titles in this state, insuring a merchantable fee simple title in the Buyer as of the date of recording of the deed. Buyer will have five days to examine the title insurance policy, and make requirements necessary to provide merchantable title and Seller shall have fourteen days to satisfy those requirements or this agreement will be null and void.

4. **CLOSING DATE:** It is understood and agreed that the earnest money, a copy of this agreement and a properly executed deed to this property will be immediately placed in escrow with Escrow Company named above and all deferred payments (except encumbrances assumed) are to be paid through the escrow holder. Any fees charged by the escrow holder will be shared evenly by the Buyer and the Seller. (Closing by the Buyer will be evidence of Buyer's acceptance of the property in its condition on closing without further warranty by the Seller). Possession is to be given on closing. Closing is to be on or before

5. **TAXES AND ASSESSMENTS:** It is understood and agreed that the Seller is to pay the taxes and assessments, if any, for the previous year and all previous years, and taxes and assessments if any for the current year shall be prorated between Seller and Buyer as of the date of possession by Buyer, based on the calendar year and most current tax figure and mill levy available. However, in the event that improvements or special benefits have been made on or to the above described real estate since the date of assessment of taxes for the preceding year, then such proration shall be on the most current estimates of assessed value, mill rate, and special assessment available at closing date. The Buyer is to pay all taxes and assessments that may be levied or imposed after possession.

6. **DEFAULT BY BUYER:** In the case of failure of the Buyer to make the payments or perform any of these agrees, this contract shall, at the option of the Seller, be forfeited and determined, and the Buyer will

forfeit all payments made on this contract, and those payments will be retained by Seller in full satisfaction and in liquidation of all damages.

7. **DELIVERY OF PROPERTY:** It is agreed that the property shall be in at least as good a condition on the date of delivery of the deed as it is on the date of this agreement, ordinary wear and tear excepted. In the event of loss or damage by fire, flood, wind, hail or other causes to the improvements Seller, at his option, may repair such loss or damage so as to restore such improvements or contents to as good a condition as they are at the date of this contract, but if such loss or damage is not repaired before the above possession date, this contract, at the option of Buyer, shall be void and all monies paid will be returned to Buyer. Buyers acknowledge receipt of the 'Seller Property Disclosure' form.
8. **MECHANICS LIENS:** All bills for work done and materials furnished to the property incurred before possession date, which might attach to the property as a lien, will be paid in full by Seller by the date of closing.
9. **UTILITIES:** Buyer agrees to have all utilities changed to Buyer's name as of the possession date. Seller will pay all utility charges up through possession date as per final reading to be promptly requested by Seller.
10. **LEGAL AND TAX COUNSELING:** Both parties acknowledge the opportunity to obtain legal and tax counseling to review this agreement. This Agreement contains the entire agreement between Buyer and Seller regarding the property and the duties of each.
11. **TIME OF ESSENCE:** Time is the essence of this agreement.
12. **AGENCY DISCLOSURE**
  - A. Les Gray - Transaction Broker represents SELLER.
  - B. Les Gray - Transaction Broker represents BUYER.
  - C. **COMMISSION** will be paid by Seller @ 6%.
  - D. Buyer and Seller acknowledge that agency disclosure was made prior to contract and that all information given to an agent for the other party will be disclosed to that party.
13. **LEAD BASED PAINT:** Sellers declare they have no knowledge of the presence of Lead Based Paint. Buyer acknowledges receipt of the pamphlet "Protect Your Family From Lead in Your Home".
14. **AGENCY ALTERNATIVES DISCLOSURE** Buyers and Sellers of acknowledge receipt of a copy of the State Real Estate Commissions' brochure describing Agency alternatives.
15. **CONTRACT BINDING:** It is mutually agreed that all these agreements extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties.
16. Seller hereby declares property IS / IS NOT subject to special tax assessments. Estimated amount \$ \_\_\_\_\_
17. **ADDENDUM ATTACHED?:** NO / YES

LISA M. WEAVER

3-24-08  
Seller/Date

MICHAEL TEASLE

VICKIE FAULKNER

This is a legally binding contract, consult an attorney if you do not understand any part of it. In the construction of this agreement, the use of the singular shall include the plural, and the use of the masculine shall include the feminine.

### Receipt by Escrow Company

I hereby acknowledge the receipt of a copy of this contract and the earnest money described in this form.

Signed \_\_\_\_\_

Date \_\_\_\_\_

Company \_\_\_\_\_



December 6, 2007

Lauren M. Bristow

Norton, Wasserman, Jones, and Kelly LLC

PO Box 2388

Salina, Kansas 67401

Dear Lauren,

Landmark Surveying was on site for the boundary line survey per your request on December 4.

Should it be recorded at the Register of Deeds? Do you need a copy or the original?

The south east pin by the tavern building is within an inch of their wall. Obviously, my position is; everything on the west wall should be relocated.

I was wondering if you thought it worthwhile to attach the bar operators in the action against Lisa Weaver. Mark and Lisa Weaver have both stated that their family wants "Uncle" Mike Teasley, who is the actual bar operator, to buy the bar, but he doesn't have any money, so they just give it to each other, and supposedly he pays rent. If he's so special why don't they just give it to him? Also, there's that mysterious lien on the property. The BS meter is in the red zone. Additionally, they make no attempt to even pretend to keep their customers off my property.

Thanks for all of your help.

Sincerely,



Case Number: 92CR00476  
Case Description: TEASLEY, MICHAEL R.  
Judge: John E. Barker

SSN:  
Source: 49

Case Title	Attorneys
Plaintiff:	
STATE OF KANSAS	
	RUCKER, ERIC K
	DICKINSON COUNTY ATTORNEY CO
	URTHOUSE, 1ST & BUCKEYE
	P.O. BOX 696
	ABILENE, KS 67410
VS	
Defendant:	
TEASLEY, MICHAEL R.	THOMPSON, DOUGLAS
	THOMPSON LAW OFFICE 12
	05 MANOR DRIVE
	PO BOX 549
	CHAPMAN, KS 67431

Charge #1: ASSAULT  
Charge #2: BATTERY  
Charge #3: DISORDERLY CONDUCT  
Charge #4: ASSAULT  
Charge #5: BATTERY  
Charge #6: DISORDERLY CONDUCT

#### Appearance Docket

Date:	Entry:
12-15-92	APPEARANCE BOND, 12-29-92 @ 9:00 AM, \$500 SURETY
12-15-92	APPEARANCE BOND, 12-29-92 @ 9:00 AM, \$500 SURETY
12-21-92	COMPLAINT, 3 CTS
12-21-92	COMPLAINT, 3 CTS
12-28-92	NOTICE OF SETTING FOR Bond Appearance HEARING ON 12-29-92
12-28-92	NOTICE OF SETTING FOR Bond Appearance HEARING ON 12-29-92
	AT 9:00 SENT TO ALL ATTORNEYS.
	AT 9:00 SENT TO ALL ATTORNEYS.
12-29-92	FAJE: PLEAD NOT GUILTY, DEFT STATES INTENTION TO RETAIN PRIVATE
12-29-92	FAJE: PLEAD NOT GUILTY, DEFT STATES INTENTION TO RETAIN PRIVATE
	COUNSEL, TRIAL: 1-21-93 @ 10:00 AM
	COUNSEL, TRIAL: 1-21-93 @ 10:00 AM
12-29-92	APPLICATION FOR CRT APPTED ATTY, DOUG THOMPSON APPTED
12-29-92	APPLICATION FOR CRT APPTED ATTY, DOUG THOMPSON APPTED
01-04-93	PRAECIPE FOR SUBPOENA BY STATE
01-04-93	PRAECIPE FOR SUBPOENA BY STATE
01-04-93	SUBPOENA ISSUED DKSO TO SERVE STEVE CATHEY, KATHY BORWN, VICKIE
01-04-93	SUBPOENA ISSUED DKSO TO SERVE STEVE CATHEY, KATHY BORWN, VICKIE
	FAULKNER & BETTY BROWN TO APPEAR 1-21 @ 10:00 AM
	FAULKNER & BETTY BROWN TO APPEAR 1-21 @ 10:00 AM
01-12-93	SUBP RET DKSO - PS STEVE CATHEY, CATHY BROWN, VICKIE FAULKNER,
01-12-93	SUBP RET DKSO - PS STEVE CATHEY, CATHY BROWN, VICKIE FAULKNER,
	BETTY BROWN, 1-6-93 C-GUILFOYLE
	BETTY BROWN, 1-6-93 C-GUILFOYLE
01-21-93	ORDER OF DISMISSAL: DISMISSED WO PREJ, COSTS TO STATE. 1C-CJW
01-21-93	ORDER OF DISMISSAL: DISMISSED WO PREJ, COSTS TO STATE 1C-CJW

#### Judges Notes

Date: Entry:

Case Number: 93D 00033 Date Filed: 02/19/1993  
Case Description: FAULKNER, VICKIE vs TEASLEY, MICHAEL  
Judge: Benjamin J. Sexton  
Source: 49 Action: 67

---

Case Title Attorneys

Plaintiff:

FAULKNER, VICKIE

FAULKNER, VICKIE

VS

Defendant:

TEASLEY, MICHAEL

TEASLEY, MICHAEL

---

Appearance Docket

Date: Entry:  
02-19-93 PETITION FOR PROTECTIVE ORDERS  
02-19-93 NOTICE OF HRG AND TEMP-ORDERS - 2-19-93 @ 9:15  
02-19-93 CC PET-TEMP-ORDERS ISSUED SHF DK CO - SHF DK CO, ABILENE PD, DEFT  
02-22-93 SR, DKSO: PS CURT BENNETT 2-22-93.  
02-25-93 CC PET-TEMP-ORDERS RETURNED SHF DK CO - PS MIKE TEASLEY 2-19-93  
02-25-93 CC PET-TEMP-ORDERS RETURNED SHF DK CO - PS JIM DAVIS 2-22-93  
03-01-93 FINAL PROTECTION FROM ABUSE ORDERS - EXPIRES 5-1-93 CC SHF DK CO,  
JIM DAVIS, DEFT MICHAEL TEASLEY  
-

---

Judges Notes

Date: Entry:

Case Number: 94CR00214  
Case Description: TEASLEY, MICHAEL RONALD  
Judge: John E. Barker

SSN:  
Source: 49

## Case Title

## Attorneys

## Plaintiff:

STATE OF KANSAS

RUCKER, ERIC K  
DICKINSON COUNTY ATTORNEY CO  
URTHOUSE, 1ST & BUCKEYE  
P.O. BOX 696  
ABILENE, KS 67410

VS

## Defendant:

TEASLEY, MICHAEL RONALD

Charge #1: BATTERY  
Charge #2: DISORDERLY CONDUCT  
Charge #3: BATTERY  
Charge #4: DISORDERLY CONDUCT

## Appearance Docket

Date: Entry:  
07-29-94 APPEARANCE BOND - \$1,000-SURETY, B & K BONDING FOR 8-9-94 @ 9:30  
07-29-94 APPEARANCE BOND - \$1,000-SURETY, B & K BONDING FOR 8-9-94 @ 9:30  
08-09-94 COMPLAINT  
08-09-94 COMPLAINT  
08-12-94 FA JE (8-9-94) PLEAD NOT GUILTY; T 9-8-94 @ 10:00  
08-12-94 FA JE (8-9-94) PLEAD NOT GUILTY; T 9-8-94 @ 10:00  
08-16-94 PRAEC FOR SUBP; SUBP ISSD DKSO - EARL AKERS, CATHY BROWN, RUSS  
08-16-94 PRAEC FOR SUBP; SUBP ISSD DKSO - EARL AKERS, CATHY BROWN, RUSS  
WILKINS, APD; VICKIE FAULKNER, 224 COTTAGE, ABILENE FOR 9-8-94 @  
WILKINS, APD; VICKIE FAULKNER, 224 COTTAGE, ABILENE FOR 9-8-94 @  
10:00 AM  
10:00 AM  
08-16-94 PRAEC FOR SUBP; SUBP ISSD DKSO - FRANK COONES, 405 SW 3RD, ABILENE  
08-16-94 PRAEC FOR SUBP; SUBP ISSD DKSO - FRANK COONES, 405 SW 3RD, ABILENE  
CHRISTOPHER HARGRAVES, 809 N CEDAR, ABILENE FOR 9-8-94 @ 10:00  
CHRISTOPHER HARGRAVES, 809 N CEDAR, ABILENE FOR 9-8-94 @ 10:00  
08-17-94 SUBP RET DKSO - PS EARL AKERS, 8-16-94; PS CATHY BROWN, 8-16-94; PS  
08-17-94 SUBP RET DKSO - PS EARL AKERS, 8-16-94; PS CATHY BROWN, 8-16-94; PS  
RUSSELL WILKINS, 8-16-94; PS VICKIE FAULKNER, 8-16-94 C ANGST  
RUSSELL WILKINS, 8-16-94; PS VICKIE FAULKNER, 8-16-94 C ANGST  
08-18-94 SUBP RET DKSO - PS FRANK COONES, 8-17-94; PS CHRIS HARGRAVE,  
08-18-94 SUBP RET DKSO - PS FRANK COONES, 8-17-94; PS CHRIS HARGRAVE,  
8-16-94 C ANGST  
8-16-94 C ANGST  
09-01-94 ENTRY OF APPEARANCE, CERTIFICATE OF SERVICE - BEN SEXTON  
09-01-94 ENTRY OF APPEARANCE, CERTIFICATE OF SERVICE - BEN SEXTON  
09-08-94 WITNESS FEES; \$10.00  
09-08-94 WITNESS FEES; \$10.00

## Judges Notes

Date: Entry:



Case Number: 96LC00380

Date Filed: 12/17/1996

Case Description: MEMORIAL HOSPITAL vs FAULKNER, TOM

Judge: Benjamin J. Sexton

Source: 49

Action: 49

Case Title	Attorneys
Plaintiff:	
MEMORIAL HOSPITAL	GUILFOYLE, MARK A.
511 NE 10TH	GUILFOYLE HINKLE GUILFOYLE & JA
ABILENE, KS 67410	MES 306 NW 2ND
	P.O. BOX 548
	ABILENE, KS 67410
MEMORIAL HOSPITAL	GUILFOYLE, MARK A.
511 NE 10TH	GUILFOYLE HINKLE GUILFOYLE & JA
ABILENE, KS 67410	MES 306 NW 2ND
	P.O. BOX 548
	ABILENE, KS 67410
MEMORIAL HOSPITAL	GUILFOYLE, MARK A.
511 NE 10TH	GUILFOYLE HINKLE GUILFOYLE & JA
ABILENE, KS 67410	MES 306 NW 2ND
	P.O. BOX 548
	ABILENE, KS 67410
MEMORIAL HOSPITAL	GUILFOYLE, MARK A.
511 NE 10TH	GUILFOYLE HINKLE GUILFOYLE & JA
ABILENE, KS 67410	MES 306 NW 2ND
	P.O. BOX 548
	ABILENE, KS 67410

VS

Defendant:

FAULKNER, VICKI  
604 S. CEDAR  
ABILENE, KS 67410

FAULKNER, TOM  
604 S. CEDAR  
ABILENE, KS 67410

FAULKNER, VICKI  
604 S. CEDAR  
ABILENE, KS 67410

FAULKNER, TOM  
604 S. CEDAR  
ABILENE, KS 67410

## Appearance Docket

Date:	Entry:
12-17-96	PETITON
12-17-96	REQ-SUMM- ISS THRU DKSO TO PS TOM & VICKI FAULKNER, 604 S. CEDAR, ABILENE TO APP 1-7-97 @9
12-23-96	SHER RET SUMM- PS VICKIE FAULKNER 12-19-96 1C GUILFOYLE
12-23-96	SHER RET SUMM- RS THOMAS THRU VICKIE 12-19-96 1C GUILFOYLE
01-31-97	JOURNAL ENTRY (1-7-97) DEFAULT JUDGMENT FOR \$281.84 PLUS INT & COSTS

## Judges Notes

Date:	Entry:
-------	--------

Case Number: 96LC00381

Date Filed: 12/17/1996

Case Description: MEMORIAL HOSPITAL vs FAULKNER, VICKI

Judge: Benjamin J. Sexton

Source: 49

Action: 49

## Case Title

## Attorneys

## Plaintiff:

MEMORIAL HOSPITAL  
511 NE 10TH  
ABILENE, KS 67410

GUILFOYLE, MARK A.

GUILFOYLE HINKLE GUILFOYLE & JA  
MES 306 NW 2ND  
P.O. BOX 548  
ABILENE, KS 67410

MEMORIAL HOSPITAL  
511 NE 10TH  
ABILENE, KS 67410

GUILFOYLE, MARK A.  
GUILFOYLE HINKLE GUILFOYLE & JA  
MES 306 NW 2ND  
P.O. BOX 548  
ABILENE, KS 67410

MEMORIAL HOSPITAL  
511 NE 10TH  
ABILENE, KS 67410

GUILFOYLE, MARK A.  
GUILFOYLE HINKLE GUILFOYLE & JA  
MES 306 NW 2ND  
P.O. BOX 548  
ABILENE, KS 67410

MEMORIAL HOSPITAL  
511 NE 10TH  
ABILENE, KS 67410

GUILFOYLE, MARK A.  
GUILFOYLE HINKLE GUILFOYLE & JA  
MES 306 NW 2ND  
P.O. BOX 548  
ABILENE, KS 67410

VS

## Defendant:

FAULKNER, VICKI  
224 COTTAGE  
ABILENE, KS 67410

FAULKNER, VICKI  
224 COTTAGE  
ABILENE, KS 67410

## Appearance Docket

Date: Entry:  
12-17-96 PETITON  
12-17-96 REQ-SUMM- ISS THRU DKSO TO PS VICKI FAULKNER, 224 COTTAGE, ABILENE  
TO APP 1-7-97 @9  
12-23-96 SHER RET SUMM- PS VICKIE FAULKNER 12-19-96 1C GUILFOYLE  
01-31-97 JOURNAL ENTRY (1-7-97) DEFAULT JUDGMENT FOR 2,283.31 PLUS INT &  
COSTS  
07-14-97 MOTION EX PARTE ORDER EXAM JDGMT DEBTOR  
07-14-97 ORDER TO APP HRG AIE-ISS DKSO TO DEFT @ 224 COTTAGE ABILENE TO APP  
8-05-97 @9  
07-21-97 SR ORDER AIE-RS 7-15-97 MIKE TEASLEY FOR DEFT 1C MAG

## Judges Notes

Date: Entry:



