

MARKS & WEINBERG, P.C.

**Republic Leasing Corporation v. Harold E. Farnes, et al;
and Harold E. Farnes, Third Party Plaintiff
v. Fred H. Bame and Joanna Bame, Third Party Defendants
2000 WL 462939 (Minn.App., 2000)**

Bame and her husband defaulted on an equipment lease with Republic. Under the settlement agreement, the Bames agreed to pay \$70,000 to Republic pursuant to a note "provided the Bames provide adequate security for their obligations under the note." The issue in this case was whether the district court could enforce the settlement by requiring Bame to execute mortgages on her homestead. The Minnesota Court of Appeals held that, absent a clear intention on the part of Bame to waive the homestead exemptions, the district court did not have the authority to force Bame to execute mortgages on her homestead.

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