

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA  
FOURTH DIVISION

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In re:

Case No.: 03-40835

*David N. Tvedt, and  
Lundy J. Tvedt,*

Chapter 13 Case

Debtor(s).  
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**NOTICE OF HEARING AND MOTION OBJECTING TO CLAIM NO. 20**

TO: All parties in interest pursuant to Local Rule 9013-3.

1. Jasmine Z. Keller, Chapter 13 Trustee (the "Trustee"), moves the court for the relief requested below and gives notice of hearing.

2. The court will hold a hearing on this motion at 9:30 a.m. on October 20, 2004, in Courtroom No. 8 West, United States Courthouse, 300 South 4th Street, Minneapolis, Minnesota.

3. Because this motion is being served by mail more than 24 days before the hearing date, any response to this motion must be filed and delivered not later than October 13, 2004, which is seven days before the time set for the hearing (including intermediate Saturdays, Sundays, and legal holidays), or filed and served by mail not later than October 8, 2004, which is ten days before the time set for the hearing (including intermediate Saturdays, Sundays, and legal holidays), pursuant to Local Bankruptcy Rule 9006-1(b). **UNLESS A RESPONSE OPPOSING THE MOTION IS TIMELY FILED, THE COURT MAY GRANT THE MOTION WITHOUT A HEARING.**

4. This court has jurisdiction over this motion pursuant to 28 U.S.C. §§ 157 and 1334, Bankruptcy Rule 5005 and Local Rule 1070-1. This proceeding is a core proceeding. The petition commencing this chapter 13 case was filed on February 4, 2003. The case is now pending in this court.

5. This motion arises under 11 U.S.C. § 502 and Bankruptcy Rule 3007. This motion is filed under Bankruptcy Rule 9014 and Local Rules 3007-1, 9006-1, 9013-1 through 9013-5, and such other Local Rules as may pertain. Movant requests relief with respect to the disallowance of Claim No. 20 (the "Claim") as a priority claim and instead allowing it as an unsecured claim without priority.

6. Key Education Resources ("Key") filed the Claim on or about April 23, 2003, as a priority unsecured claim in the amount of \$8,294.23. A copy of the Claim and attachment is

attached hereto and incorporated by reference herein.

7. The Claim does not specify a statutory basis for its purported priority. The Trustee has written to Key on two separate occasions, advising that she does not believe the claim is entitled to priority pursuant to 11 U.S.C. § 507, as well as contacting Key by phone, asking Key to sign a statement agreeing that the claim is not entitled to priority or amend the Claim. Key has failed and refused to either sign the statement or amend the claim.

8. The Claim is for money loaned by the Key to the debtors, or either of them.

9. Pursuant to the debtors' confirmed plan, the Trustee is obliged to pay in full all claims entitled to priority under 11 U.S.C. § 507.

10. Pursuant to 11 U.S.C. § 502(a), a claim is deemed allowed upon the filing of proof of claim, unless a party in interest objects.

11. Unless disallowed as a priority claim, the Trustee is bound by the provisions of the confirmed plan to pay the Claim in full as a priority claim.

12. The bulk of the funds the Trustee currently has on hand will go toward payment of the Claim, unless it is disallowed as a priority claim, and the debtors' other nonpriority unsecured creditors will receive only a fraction of the amount of their filed claims. It is unfair to the debtors' nonpriority creditors and contrary to statute for the Claim to be paid in full.

13. If testimony is required as to any of these matters, the Trustee reserves the right to call the debtors, a representative of Key, and/or an employee of the Trustee's staff to testify as to the matters set forth herein.

14. Because the Trustee does not anticipate a serious contest, and because the Motion involves no novel questions of law, no memorandum accompanies this Motion, as permitted by Local Rule 9013-5.

WHEREFORE, the Trustee moves the court for an order disallowing Claim No.20 as a priority claim, allowing it as a nonpriority unsecured claim only, and such other relief as may be just and equitable.

Jasmine Z. Keller, Chapter 13 Trustee

Dated: September 17, 2004

By: /e/ Thomas E. Johnson  
Thomas E. Johnson, ID # 52000  
Margaret H. Culp, ID # 180609  
Counsel for Chapter 13 Trustee  
310 Plymouth Building  
12 South 6th Street  
Minneapolis, MN 55402-1521  
(612) 338-7591

### **VERIFICATION**

I, Thomas E. Johnson, employed by the Chapter 13 Trustee, the movant named in the foregoing notice of hearing and motion, declare under penalty of perjury that the foregoing is true and correct according to the best of my knowledge, information and belief.

Executed on: September 17, 2004

Signed: /e/ Thomas E. Johnson

UNITED STATES BANKRUPTCY COURT _____ DISTRICT OF <u>MINNESOTA</u>		<b>PROOF OF CLAIM</b>
Name of Debtor <u>DAVID NEAL TVEET</u>		Case Number <u>03-40835-RJK</u>
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (The person or other entity to whom the debtor owes money or property): <u>Key EDUCATION RESOURCES</u>		
Name and address where notices should be sent: <u>Key BANIK 745 ATLANTIC AVE SUITE 300 ROSTON, MA 02111</u>		
Telephone number: <u>617 449 4925</u>		
Account or other number by which creditor identifies debtor:		<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.
Check here <input type="checkbox"/> replaces a previously filed claim, dated: _____ <input type="checkbox"/> amends		THIS SPACE IS FOR COURT USE ONLY
<b>1. Basis for Claim</b> <input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input checked="" type="checkbox"/> Money loaned <u>STUDENT LOAN</u> <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input type="checkbox"/> Other _____		
<input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensation (fill out below) Your SS #: _____ Unpaid compensation for services performed from _____ (date) to _____ (date)		
<b>2. Date debt was incurred:</b> <u>9-11-00</u>		<b>3. If court judgment, date obtained:</b>
<b>4. Total Amount of Claim at Time Case Filed:</b> \$ <u>8,294.23</u> If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.		
<b>5. Secured Claim.</b> <input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____ Value of Collateral: \$ _____ Amount of arrearage and other charges at time case filed included in secured claim, if any: \$ _____		<b>6. Unsecured Priority Claim.</b> <input checked="" type="checkbox"/> Check this box if you have an unsecured priority claim Amount entitled to priority \$ <u>8,294.23</u> Specify the priority of the claim: <input type="checkbox"/> Wages, salaries, or commissions (up to \$4,650)* earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Up to \$2,100* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6). <input type="checkbox"/> Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(____). *Amounts are subject to adjustment on 4/1/04 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.
<b>7. Credits:</b> The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. <b>8. Supporting Documents:</b> Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary. <b>9. Date-Stamped Copy:</b> To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.		THIS SPACE IS FOR COURT USE ONLY
Date <u>4/17/03</u>	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any): <u>CAROLINE ROY</u> <i>Caroline Roy</i>	
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.		

**WARNING:** Any person who knowingly makes a false statement or misrepresentation on this Application/Promissory Note is subject to penalties which may include fines or imprisonment under the United States Criminal Code.

**A. BORROWER SECTION**  
 Please complete this section in its entirety or your application may be delayed.

1. Loan Amount Requested: (minimum of \$500.00) \$ 2,094.00 SOURCE CODE 141

2. Indicate the graduate loan program for which you are applying (check one):  GradAchiever  MBAchiever  LawAchiever

3. Legal Name: Mr. Mrs. Ms. Other (optional)  
 Last Tvedt  
 First Lundy J MI W.

4. Social Security Number: 394 - 82 - 9915

5. Date of Birth: 2 month 3 day 70 year

6. Permanent U.S. Address:  
 Street same  
 City \_\_\_\_\_  
 State \_\_\_\_\_ ZIP Code \_\_\_\_\_  
 Telephone (\_\_\_\_) \_\_\_\_\_

7. Current Mailing Address:  
 Street 2401 Garfield Ave South  
 City Minneapolis  
 State MN ZIP Code 55405  
 Telephone ( 612 ) 874-8046

8. Citizenship (check one):  
 U.S. Citizen or National  Eligible Non-Citizen  
*If you checked the 2nd box, you must attach a copy of the front and back of your INS registration card.*

9. Personal References:  
*You must provide two different adult references with different U.S. addresses. Both references must be completed fully.*

a. Name Sue Windeck  
 Permanent U.S. \_\_\_\_\_  
 Street Address PoBox 672  
 City/State/ZIP Code Chama, NM 87520  
 Telephone ( 505 ) 756 9159

b. Name Jennifer Moore  
 Permanent U.S. \_\_\_\_\_  
 Street Address 2312 Harriet Ave So #204  
 City/State/ZIP Code Mpls MN 55405  
 Telephone ( 612 ) 879 8588

10. Total outstanding education loan debt through all lenders: (Do not include the amount requested on this application. If none, enter "0".)  
\$ 60,000

**I WILL NOT SIGN THIS APPLICATION/PROMISSORY NOTE BEFORE READING IT, OR IF IT CONTAINS ANY BLANK SPACES, EVEN IF OTHERWISE ADVISED. I ACKNOWLEDGE THAT I HAVE RECEIVED AN EXACT COPY AND THAT I HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS APPLICATION/PROMISSORY NOTE WITHOUT PENALTY.**

Signature: I have reviewed and understand the information contained in this Application/Promissory Note and certify that it is true and accurate to the best of my knowledge and belief. I have read, understand and agree to the terms of this Application/Promissory Note, including Paragraph N, "Notices", and Paragraph Q, "Borrower's Certification" printed in this Application/Promissory Note. I understand and agree that my lender will be Key Bank USA, National Association and I authorize the lender or any subsequent holder to investigate my creditworthiness, and to furnish information concerning my loan to consumer reporting agencies and other persons who may legally receive such information. If my school participates in Electronic Funds Transfer (EFT), I authorize the school to transfer the loan proceeds received by EFT to my student account.

Signature of Borrower: [Signature] Date: 2 Aug 2000

**B. SCHOOL SECTION**  
 Please complete this section in its entirety.

1. Indicate the graduate loan program for which student is applying (check one):  GradAchiever  MBAchiever  LawAchiever

2. School Name: Hamline University - School of Graduate Studies

3. School Address:  
 Street 1536 Hewitt Avenue  
 City St. Paul  
 State MN ZIP Code 55104

4. Title IV School Code (8 digits): 002354

5. Loan Period:  
 From: 8 month 23 day 00 year  
 To: 5 month 17 day 01 year

6. Certified Loan Amount: \$ 2094.00

7. Disbursement Amount(s) and Date(s):  
\$ 1047.00 8 month 17 day 00 year  
\$ 1047.00 1 month 11 day 01 year  
\$ .00 \_\_\_\_\_ month \_\_\_\_\_ day \_\_\_\_\_ year  
\$ .00 \_\_\_\_\_ month \_\_\_\_\_ day \_\_\_\_\_ year

8. Anticipated Graduation Date: 5 month 19 day 2001 year

9. Grade Level:  A = 1st Year  B = 2nd Year  
 C = 3rd Year  D = 4th Year/Beyond

10. Enrollment Status:  Full-time  At least half-time

11. Program of Study: Law - JD

School Certification/Signature of School Official: I hereby certify that the student named on this Application/Promissory Note is accepted for enrollment, or enrolled, in good standing and making satisfactory progress in a program determined to be eligible for the Key Bank USA, N.A. Graduate Loan Program indicated above. I further certify that the student has been determined by this institution, under the regulations applicable to the loan program, to be eligible for the loan applied for. The information provided in the borrower and school sections and this School Certification is true, complete, and correct to the best of my knowledge and belief.

Signature of School Official: Kathy MSpray Date: 8-22-00  
 Title of School Official: Assoc. Director Telephone: (651) 523-2233

In this Application/Promissory Note the words "I", "we", "our", "me", "my" and "mine" mean the above signed borrower or cosigner. "You", "your", "yours" and "lender" mean Key Bank USA, National Association, Cleveland, Ohio, or a subsidiary of KeyCorp or its successors and assigns, and any other holder of this Application/Promissory Note.

**C. PROMISE TO PAY**  
 I promise to pay to the order of Key Bank USA, N.A. or to any subsequent holder, according to the terms below: the sum of the Loan Amount Requested in the Borrower or School

Period will end nine months after I graduate or cease to be enrolled, or the date which is three years after the first disbursement of my first MBAchiever, whichever comes first. If the Disbursement Date is more than three years after the disbursement date of my first MBAchiever Loan, there will be no Interim Period.

4. **Repayment Period** - means the period beginning on the day after the Interim Period ends and will continue for no more than 300 months, or if no Interim Period, on the Disbursement Date.



316729401

# 2000 - 2001 LawAchiever BarLoan APPLICATION/PROMISSORY NOTE

## Key Education Resources

**WARNING:** Any person who knowingly makes false statement or misrepresentation of this Application/Promissory Note is subject to penalties which may include fines or imprisonment under the United States Criminal Code.

002048.03549

**A. INSTRUCTIONS AND ELIGIBILITY**

1. Read this Application/Promissory Note completely.
2. Complete the Application/Promissory Note fully, printing legibly in blue or black ink. Do not alter any text in the Application/Promissory Note terms or the Application/Promissory Note will be rejected.
3. Sign and date the Application/Promissory Note.
4. Retain the "Borrower" copy of the Application/Promissory Note for your records.
5. **Mail the "Lender" copy of the Application/Promissory Note to: Key Education Resources, Attn: LawAchiever BarLoan, P.O. Box 9285, Boston, MA 02205-9285**
6. You must be a citizen or national of the United States, or an eligible non-citizen possessing an original I-151 or I-551 card.
7. You must be attending or graduating from an American Bar Association (ABA) approved law school.
8. You must meet minimum credit criteria.

Questions? Call KEY at 800-KEY-LEND.

<b>1. Student Name</b> Mr. Mrs. Ms. Other (Optional)			<b>7. Social Security Number</b>	<b>SOURCE CODE</b>
Last <u>Tvedt</u> First <u>Lundy</u> M.I. <u>J.</u>			<u>394 - 82 - 9915</u>	<b>153</b>
<b>2. Citizenship</b> (check one) <input checked="" type="checkbox"/> U.S. Citizen or National <input type="checkbox"/> Permanent Resident or Other Eligible Non-Citizen (If you checked the second box, you must attach a copy of the front and back of your INS registration card.)			<b>9. Personal References</b> You must provide two different names, U.S. addresses, and telephone numbers.	
<b>3. Address Information</b> - Loan funds will be sent directly to the student borrower. Please indicate address where the check should be sent. Street <u>2401 Garfield Ave S Apt 302</u> City <u>Minneapolis</u> State <u>MN</u> Zip <u>55405</u> Telephone No. ( <u>612</u> ) <u>874-8046</u>			(a) Adult reference Name <u>Sen Moore</u> Street <u>2312 Harriet Av So #203</u> City <u>Mpls</u> State <u>MN</u> Zip <u>55405</u> Telephone No. ( <u>612</u> ) <u>877 8588</u>	
<b>4. School Name and Graduation Date (Month/Year)</b> School Name <u>Hamline University - School of Law</u> Graduation Date <u>5 / 2001</u> School Certification Signature (if required by school) _____			(b) Another adult reference (not at same address given in part (a)) Name <u>Sue Windeck</u> Street <u>Po Box 672</u> City <u>Chama</u> State <u>NM</u> Zip <u>87520</u> Telephone No. ( <u>505</u> ) <u>756 9159</u>	
<b>5. Loan Amount Requested (minimum of \$500) and Disbursement Date</b> \$ <u>5,000</u> / / <small>(Maximum not to exceed \$8,000)</small>		<b>6. Total Current Education Loan Debt</b> <u>\$275,000</u>		
<b>I WILL NOT SIGN THIS APPLICATION/PROMISSORY NOTE IF IT CONTAINS ANY BLANK SPACES AND BEFORE READING BOTH SIDES OF IT, EVEN IF OTHERWISE ADVISED. I ACKNOWLEDGE THAT I HAVE RECEIVED AN EXACT COPY AND THAT I HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS APPLICATION/PROMISSORY NOTE WITHOUT PENALTY.</b>				
<b>Signature:</b> I have reviewed the information contained on this Application/Promissory Note and certify that it is true and accurate to the best of my knowledge and belief. I have read, understand and agree to the terms of the Application/Promissory Note. I understand and agree that my lender will be Key Bank USA, N.A., Cleveland, Ohio (the "lender"), and I authorize the lender or any subsequent holder to check my credit and employment history and to answer questions about your credit experience with me.				
Signature of Student Borrower <u>[Signature]</u>				Date <u>13/Mar/01</u>

In this Application/Promissory Note the words "I", "we", "our", "me", "my", and "mine" mean the above signed borrower or cosigner. "You", "your", "yours" and "lender" mean Key Bank USA, National Association, Cleveland, Ohio, or a subsidiary of KeyCorp or its successors and assigns, and any other holder of this Application/Promissory Note.

less than 3.25% per annum plus the Current Index if I choose the lowest payment option ("Option A"), 2.90% per annum plus the Current Index if I choose the middle payment option ("Option B") or 2.50% per annum plus the Current Index if I choose the highest payment option ("Option C") as indicated below.

### B. PROMISE TO PAY

I promise to pay to the order of Key Bank USA, N.A. or to any subsequent holder, according to the terms below: the sum of the Loan Amount Requested to the extent it is advanced to me, or paid on my behalf, interest on the principal sum, interest on any unpaid accrued interest added to the principal balance and a supplemental loan fee (which shall be added to the principal balance, as described in Paragraph G.3). I will pay all of these amounts to you at the address shown on my statements.

Payment Option	Corresponding Variable Rate	Repayment Period
A. Lowest Payment	3.25% + Current Index	Twenty-Five (25) Years
B. Middle Payment	2.90% + Current Index	Fifteen (15) Years
C. Highest Payment	2.50% + Current Index	Ten (10) Years

The Variable Rate for all three payment options will change quarterly on the first day of each January, April, July, and October (the "Change Date") if the Current Index changes, and at the commencement of the Repayment Period. The Current Index for any calendar quarter beginning on a Change Date (or for any shorter period beginning on the first day of the Interim Period and ending on the first Change Date) is the Current Index prior to the Change Date. In no event shall the Variable Rate be more than the maximum allowable under applicable law.

### C. DEFINITIONS

1. **Key Bank USA, N.A. Graduate Loan Program** - means the particular loan program (i.e. MedAchiever Loan®, GradAchiever®, MBAchiever®, LawAchiever Loan®, Alternative DEAL®, LawAchiever BarLoan®, Alternative DEAL's Best BET®, MedAchiever Residency Travel and Relocation Loan) pursuant to which the loan evidenced by this Application/Promissory Note is made, as indicated above.
2. **Disbursement Date** - means the date on which you lend money to me in consideration for my Application/Promissory Note and will be the date shown on my loan check.
3. **Interim Period** - means the period beginning on the date my loan is initially disbursed and will end on the date which is nine months after my anticipated or actual graduation date indicated on my Application/Promissory Note or otherwise cease to be enrolled at least half-time at the law school named above.
4. **Repayment Period** - means the period beginning on the day after the Interim Period ends and will continue for no more than 300 months, or if no Interim Period, on the Disbursement Date.
5. **Statement Period** - I will receive statements on my loan at the address shown on your records (see Paragraph M. Notices). During the Interim Period, I will receive quarterly statements showing my loan disbursements and the interest that accrues on my loan. The quarterly statements will cover periods beginning on the initial Disbursement Date and thereafter on the first day of each Change Date (see Paragraph D.2 Interest). During the Repayment Period, I will receive monthly statements on my loan. (Monthly statements will not be provided to borrowers who choose to have their monthly payments automatically debited.) The monthly statements will cover Statement Periods beginning on the first day of

3. **Current Index** - The "Current Index" is the investment rate of the final auction held on the second Monday prior to the Change Date of the 91-Day United States Treasury Bills during the previous calendar quarter. If the Current Index is no longer available, you will choose a comparable substitute.

4. **Capitalization** - You may, at your option, add all accrued and unpaid interest on this Application/Promissory Note to the principal balance of my loan on the last day of the Interim Period.

### E. TERMS OF REPAYMENT

1. **Interim Period** - I may, but am not required to, make payments of principal and interest during the Interim Period. You may add accrued unpaid interest to the principal balance of the loan on the last day of the Interim Period.

2. **Repayment Period** - I will make consecutive monthly payments of principal and interest of at least the amount under payment Option A on the due dates shown on my monthly statement until I have paid all of the principal and interest and any other charges I may owe under this Application/Promissory Note. If I choose different payment options throughout the life of the loan, the length of the Repayment Period may vary. Payment Option C will not be available beginning 120 months after the commencement of the Repayment Period and payment Option B will not be available 180 months after the commencement of the Repayment Period. Payment Option B and C may not be available if the payment amount

UNITED STATES BANKRUPTCY COURT  
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Lundy J. Tvedt,*

Chapter 13 Case

Debtor(s).  
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**UNSWORN DECLARATION FOR PROOF OF SERVICE**

I, Thomas E. Johnson, employed by Jasmine Z. Keller, Chapter 13 Trustee, declare that on September 17, 2004, I served Notice of Hearing and Motion Objecting to Claim No. 20 on the individual(s) listed below, in the manner described:

**By e-mail:**

United States Trustee  
1015 United States Courthouse  
300 South 4<sup>th</sup> Street  
Minneapolis, MN 55415

**By first class U.S. mail, postage prepaid:**

Key Education Resources  
c/o Key Bank  
Attn.: Henry L. Meyer III, Chairman, President and CEO  
127 Public Square  
Cleveland, OH 44114  
(via certified mail, return receipt requested)

Key Education Resources  
c/o Key Bank  
Attn.: Caroline Roy, Authorized Agent  
745 Atlantic Ave., Suite 300  
Boston, MA 02111

David N. Tvedt  
Lundy J. Tvedt  
3712 Colorado Ave. S.  
Minneapolis, MN 55416

Ford Motor Credit Co.  
c/o Stewart, Zlimen & Jungers, Ltd.  
430 Oak Grove St., Suite 200  
Minneapolis, MN 55403

Wells Fargo Bank  
Attn.: Vicki Page, Officer  
P.O. Box 30095  
Walnut Creek, CA 94598

Craig Cook, Esq.  
Attorney at Law  
1821 University Ave. S., Suite 217S  
St. Paul, MN 55104

And I declare, under penalty of perjury, that the foregoing is true and correct.

Executed: September 17, 2004

/e/ Thomas E. Johnson

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA  
FOURTH DIVISION

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In re:

Case No.: 03-40835

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Lundy J. Tvedt,*

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Debtor(s).  
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**ORDER**

At Minneapolis, MN, \_\_\_\_\_, 2004

The above-entitled matter came before the undersigned United States Bankruptcy Judge on the motion of the Chapter 13 Trustee for an order disallowing Claim No. 20 as a priority claim and instead allowing it as a nonpriority unsecured claim only.

Appearances, if any, were noted in the minutes.

Upon the verified motion, arguments of counsel and all of the files, records and proceedings herein,

IT IS ORDERED:

Claim No. 20 in favor of Key Education Resources, c/o Key Bank, filed on April 23, 2003, is ALLOWED as a nonpriority unsecured claim in the amount of \$8,294.23.

\_\_\_\_\_  
Robert J. Kressel  
United States Bankruptcy Judge