

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA**

**MODIFIED CHAPTER 13 PLAN**

In Re: Toya S. Freeman SSN: xxx-xx-9032

Dated: September 22, 2004  
Bkry Case No. 04-43579

DEBTOR

In a joint case, debtor means debtors in this plan.

**1. PAYMENTS BY DEBTOR -**

- a. As of the date of this plan, the debtor has paid the trustee \$680.00.
- b. After the date of this plan, the debtor will pay the trustee \$440.00 per month for 47 months, beginning September 2004 for a total of \$20,680.00.
- c. The debtor will also pay the trustee None.
- d. The debtor will pay the trustee a total of \$21,360.00 [line 1(a) + line 1(b) + line 1(c)].

**2. PAYMENTS BY TRUSTEE -** The trustee will make payments only to creditors for which proofs of claim have been filed, make payments monthly as available, and collect the trustee's percentage fee of 10% for a total of \$1,941.00 [line 1(d) x .10] or such lesser percentage as may be fixed by the Attorney General. For purposes of this plan, month one (1) is the month following the month in which the debtor makes the debtor's first payment. Unless ordered otherwise, the trustee will not make any payments until the plan is confirmed. Payments will accumulate and be paid following confirmation.

**3. PRIORITY CLAIMS -** The trustee shall pay in full all claims entitled to priority under § 507, including the following. The amounts listed are estimates only. The trustee will pay the amounts actually allowed.

<i>Creditor</i>	<i>Estimated Claim</i>	<i>Monthly Payment</i>	<i>Beginning in Month #</i>	<i>Number of Payments</i>	<i>TOTAL PAYMENTS</i>
a. Attorney Fees	\$ 1,250.00	\$ 250.00	1	5	\$ 1,250.00
b.	\$	\$			\$
c.	\$	\$			\$
d.	\$	\$			\$
<b>e. TOTAL</b>					<b>\$ 1,250.00</b>

**4. LONG-TERM SECURED CLAIMS NOT IN DEFAULT -** The following creditors have secured claims. Payments are current and the debtor will continue to make all payments which come due after the date the petition was filed directly to the creditors. The creditors will retain their liens.

- a. Nuvell Financial Services (to be paid outside the plan by the co-debtor)
- b.

**5. HOME MORTGAGES IN DEFAULT [§ 1322(b)(5)] -** The trustee will cure defaults on claims secured only by a security interest in real property that is the debtor's principal residence as follows. The debtor will maintain the regular payments which come due after the date the petition was filed. The creditors will retain their liens. The amounts of default are estimates only. The trustee will pay the actual amounts of default. Remaining balances due under the modified plan.

<i>Creditor</i>	<i>Amount of Default</i>	<i>Monthly Payment</i>	<i>Beginning in Month #</i>	<i>Number of Payments</i>	<i>TOTAL PAYMENTS</i>
a. Chase Manhattan	\$ 3,449.00	\$ 165.00	6	21	\$ 3,449.00
b. Wilshire Credit	\$ 1,747.00	\$ 85.00	6	21	\$ 1,747.00
c.	\$	\$			\$
<b>d. TOTAL:</b>					<b>\$ 5,196.00</b>

**6. OTHER LONG-TERM SECURED CLAIMS IN DEFAULT [§ 1322 (b)(5)] -** The trustee will cure defaults (plus interest at the rate of 8 per cent per annum) on other claims as follows and the debtor will maintain the regular payments which come due after the date the petition was filed. The creditors will retain their liens. The amounts of default are estimates only. The trustee will pay the actual amounts of default. Remaining balances due under the modified plan.

<i>Creditor</i>	<i>Amount of Default</i>	<i>Monthly Payment</i>	<i>Beginning in Month #</i>	<i>Number of Payments</i>	<i>TOTAL PAYMENTS</i>
a.	\$	\$			\$
<b>b. TOTAL</b>					<b>\$ None</b>

7. **OTHER SECURED CLAIMS [§ 1325(a)(5)]** - The trustee will make payments to the following secured creditors having a value as of confirmation equal to the allowed amount of the creditor's secured claim using a discount rate of 8 percent. The creditor's allowed secured claim shall be the creditor's allowed claim or the value of the creditor's interest in the debtor's property, whichever is less. The creditors shall retain their liens. NOTE: NOTWITHSTANDING A CREDITOR'S PROOF OF CLAIM FILED BEFORE OR AFTER CONFIRMATION, THE AMOUNT LISTED IN THIS PARAGRAPH AS A CREDITOR'S SECURED CLAIM BINDS THE CREDITOR PURSUANT TO 11 U.S.C. § 1327 AND CONFIRMATION OF THE PLAN WILL BE CONSIDERED A DETERMINATION OF THE CREDITOR'S ALLOWED SECURED CLAIM UNDER 11 U.S.C. § 506(a). Remaining balances due under the modified plan.

	<i>Creditor</i>	<i>Claim Amount</i>	<i>Secured Claim</i>	<i>Monthly Payment</i>	<i>Beginning in Month #</i>	<i>Number of Payments</i>	<i>TOTAL PAYMENTS</i>
a.	Americredit	\$ 8,558.00	\$ 8,558.00	\$ 150.00/400.00	1/27	26/22	\$ 12,430.00
b.		\$	\$	\$			\$
c.		\$	\$	\$			\$
d.		\$	\$	\$			\$
e.		\$	\$	\$			\$
f.	<b>TOTAL</b>						<b>\$ 12,430.00</b>

8. **SEPARATE CLASS OF UNSECURED CREDITORS** - In addition to the class of unsecured creditors specified in ¶ 9, there shall be a separate class of nonpriority unsecured creditors described as follows: Creditor - Americredit (Schedule 7a above) shall be paid 100 percent at the contract interest rate and granted §1301 protection.

- a. The debtor estimates that the total claims in this class are \$ None
- b. The trustee will pay this class \$ None

9. **TIMELY FILED UNSECURED CREDITORS** - The trustee will pay holders of nonpriority unsecured claims for which proofs of claim were timely filed the balance of all payments received by the trustee and not paid under ¶ 2, 3, 5, 6, 7, and 8 their pro rata share of approximately \$543.00 [line 1(d) minus lines 2, 3(e), 5(d), 6(b), 7(f), and 8(b)].

- a. The debtor estimates that the total unsecured claims held by creditors listed in ¶ 7 are \$None.
- b. The debtor estimates that the debtor's total unsecured claims (excluding those in ¶ 7 and ¶ 8) are \$5,309.00.
- c. Total estimated unsecured claims are \$5,309.00 [line 9(a) | line 9(b)].

10. **TARDILY-FILED UNSECURED CREDITORS** - All money paid by the debtor to the trustee under ¶ 1, but not distributed by the trustee under ¶ 2, 3, 5, 6, 7, 8, or 9 shall be paid to holders of nonpriority unsecured claims for which proofs of claim forms were tardily filed.

11. **OTHER PROVISIONS** - The trustee may distribute funds not allocated above at his discretion. The tax authorities including the federal government, state revenue and property taxes shall be paid per claim whether filed as priority or secured. The plan shall allow debtors current child support obligation to be paid through payroll deduction, and the back child support obligation shall be paid in full inside the plan. All child support debt classified as non-priority shall be paid in full by the Trustee, as a separate class. Upon the completion of payment of the secured portion of any claim, the property securing said claim shall vest in the debtor(s) free and clear of any lien, claim or interest of the secured creditor, and the secured creditor shall execute whatever documents necessary to release the lien on title to security. Debtor shall pay the regular monthly post-petition mortgage payment to Chase Manhattan and Wilshire Credit on the first day of the month, commencing July 1, 2004, and continuing each month thereafter. In the event the debtor fails to make any of the above payments as and when due, the attorney for Chase Manhattan and Wilshire Credit shall serve Notice, by first class mail, alleging the debtor's failure to pay said payment. Unless the debtor cures the default within ten (10) days after service of said Notice, Chase Manhattan and Wilshire Credit shall be entitled to ex-parte relief from the automatic stay.

12. **SUMMARY OF PAYMENTS -**

Trustee's Fee [Line 2].....	\$ 1,941.00
Priority Claims [Line 3(e)] .....	\$ 1,250.00
Home Mortgage Defaults [Line 5(d)] .....	\$ 5,196.00
Long-Term Debr Defaults [Line 6(b)] .....	\$ None
Other Secured Claims [Line 7(f)].....	\$ 12,430.00
Separate Class [Line 8(b)] .....	\$ None
Unsecured Creditors [Line 9] .....	\$ 543.00
<b>TOTAL [must equal Line 1(d)].....</b>	<b>\$ 21,360.00</b>

*Insert Name, Address, Telephone and License Number of Debtor's Attorney.*

Robert J. Hoglund #210997  
 P.O. Box 130938  
 Roseville, Minnesota 55113

(651) 628-9929

Signed /e/ Tova S. Freeman  
 DEBTOR

Signed /e/  
 DEBTOR (if joint case)

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA

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In re:  
Toya S. Freeman,

Bkry Case No: 04-43579  
Chapter 13 Case

Debtor(s).      **NOTICE OF MODIFICATION AND HEARING  
ON CONFIRMATION OF CHAPTER 13 PLAN**

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TO: ALL PARTIES IN INTEREST

PLEASE TAKE NOTICE that the debtor(s) modified the Chapter 13 Plan and the Hearing on Confirmation of Plan scheduled to be heard on October 7, 2004 at 10:00 a.m. in United States Bankruptcy Court, Courtroom 7 West, 300 South Fourth Street, Minneapolis, Minnesota, will be continued to November 4, 2004 at 10:00 a.m. in United States Bankruptcy Court, Courtroom 7 West, 300 South Fourth Street, Minneapolis, Minnesota.

Dated: October 4, 2004

HOGLUND, CHWIALKOWSKI, GREEMAN & BERGMANIS, P.L.L.C.

Signed: /e/ Robert J. Hoglund  
Robert J. Hoglund #210997  
Keith Chwialkowski #210134  
Marie F. Martin #287040  
Jeffrey J. Bursell #293362  
Attorney for Debtor(s)  
1611 West County Road B #106  
P.O. Box 130938  
Roseville, Minnesota 55113  
Telephone Number: (651) 628-9929

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA

In re:  
Toya S. Freeman,

Bkry Case No: 04-43579  
Chapter 13 Case

**UNSWORN CERTIFICATE  
OF SERVICE**

Debtor(s).

I, Robin Nori, employed by Hoglund, Chwialkowski, Greeman & Bergmanis, P.L.L.C., attorneys licensed to practice law in this Court, with office address of 1611 West County Road B, Suite 106, Roseville, Minnesota 55113, declare that on October 4, 2004, I served the Notice of Modification and Hearing on Confirmation of Plan, and Modified Chapter 13 Plan, to each of the entities named below by mailing to each of them a copy thereof by enclosing the same in an envelope with first class mail postage prepaid and depositing the same in the post office in Roseville, Minnesota, addressed to each of the entities as follows:

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Mr. Michael J. Farrell  
Trustee in Bankruptcy  
P.O. Box 519  
Barnesville, Minnesota 56514

United States Trustee  
1015 United States Courthouse  
300 South Fourth Street  
Minneapolis, Minnesota 55415

Toya S. Freeman  
1879 Lachman Avenue Northeast  
Saint Michael, Minnesota 55376

all creditors/parties in interest listed on matrix (see attached)  
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And I declare, under penalty of perjury, that the foregoing is true and correct.

Dated: October 4, 2004

Signed: /e/ Robin Nori  
Paralegal

ALLIED INTERSTATE  
1979 MARCUS AVENUE  
SUITE SUCCESS NY 11042

AMERICREDIT  
PO BOX 78143  
PHOENIX AZ 85062

CAPITAL ONE  
PO BOX 60000  
SEATTLE WA 98190-6000

CHASE HOME MORTGAGE  
PO BOX 78828  
PHOENIX AZ 85062

HOUSEHOLD BANK  
PO BOX 5222  
CAROL STREAM IL 60197-5222

MILLENIUM CREDIT CONSULTANTS  
PO BOX 18160  
W SAINT PAUL MN 55118-0160

MINNEAPOLIS KIDS  
1006 W LAKE ST  
MINNEAPOLIS MN 55408

NORTHLAND CREDIT CONTROL  
3617 VERA CRUZ AVE N  
CRYSTAL MN 55422

NUVELL CREDIT CORP  
PO BOX 2365  
MEMPHIS TN 38101-2365

PARTNERS IN PEDIATRICS  
PO BOX 86 SDS 12 1510  
MINNEAPOLIS MN 55486-0086

QUIK PAYDAY  
87 EAST 1400 NORTH  
LOGAN UT 84341

TRANSWORLD SYSTEMS  
1611 W COUNTY ROAD B #306  
SAINT PAUL MN 55113

WILSHIRE CREDIT CORP  
PO BOX 650314  
DALLAS TX 75265-0314

CHASE MANHATTAN MORTGAGE  
C/O USSET & WEINGARDEN ATTYS  
4500 PARK GLEN RD #310  
ST LOUIS PARK MN 55416

USSET & WEINGARDEN ATTYS  
4500 PARK GLEN RD #310  
ST LOUIS PARK MN 55416

AMERICREDIT  
ATTN AMERICREDIT DEPT  
ACCT 408018430  
PO BOX 283853  
ARLINGTON TX 76096

JAMES A GESKE ATTY  
WILFORD & GESKE  
7650 CURRELL BLVD #300  
WOODBURY MN 55125

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA

In re: Bankruptcy Case Number: 04-43579  
Toya S. Freeman,

**SIGNATURE DECLARATION**

Debtor(s).

- ) PETITION, SCHEDULES & STATEMENTS
- ) CHAPTER 13 PLAN
- ) SCHEDULES AND STATEMENTS ACCOMPANYING VERIFIED CONVERSION
- ) AMENDMENT TO PETITION/SCHEDULES/STATEMENTS/DOCUMENTS
- ) MODIFIED CHAPTER 13 PLAN/MOTION FOR HEARING
- ) OTHER: (Please describe) \_\_\_\_\_
- ) VERIFICATION: I (We), debtor(s) named in the attached amended schedule(s), declare under penalty of perjury that the foregoing is true and correct.

I [We], the undersigned debtor(s) or authorized representative of the debtor(s), make the following declarations under penalty of perjury:

- The information I have given my attorney and provided in the electronically filed petition, statements, schedules, amendments, and/or chapter 13 plan, as indicated above, is true and correct;
- The information provided in the "Debtor Information Pages" submitted as a part of the electronic commencement of the above-referenced case is true and correct;
- **[individual debtors only]** If no Social Security Number is included in the "Debtor Information Pages" submitted as a part of the electronic commencement of the above-referenced case, it is because I do not have a Social Security Number;
- I consent to my attorney electronically filing with the United States Bankruptcy Court my petition, statements and schedules, amendments, and/or chapter 13 plan, as indicated above, together with a scanned image of this signature Declaration and the completed "Debtor Information Pages," if applicable; and
- **[corporate and partnership debtors only]** I have been authorized to file this petition on behalf of the debtor.

Date: 9/23/04

Toya S. Freeman  
Signature of Debtor or Authorized Representative

\_\_\_\_\_  
Signature of Joint Debtor

Toya S. Freeman  
Printed Name of Debtor or Authorized Representative

\_\_\_\_\_  
Printed Name of Joint Debtor

HOGLUND, CHWIALKOWSKI, GREEMAN & BERGMANIS, P.L.L.C.

Signed: /e/ Robert J. Heglund  
Robert J. Heglund #210997  
1611 West County Road B, Suite 106  
P.O. Box 130938  
Roseville, Minnesota 55113  
Telephone Number: (651) 628 9929