

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA AT *Minneapolis*

Debtor Name Peter L Ellefson Kirk	Bankruptcy Case No. 0443714  Chapter 7
Creditor's Name and Address: Wells Fargo Bank Nevada, N.A. c/o Weinstein Treiger & Riley 14 Penn Plaza, Suite 1615 New York, New York 10122	<b>REAFFIRMATION AGREEMENT</b>

Instructions: 1) Attach a copy of all court judgments, security agreements, and evidence of their perfection.  
2) File all the documents by mailing them or delivering them to the Clerk of the Bankruptcy Court.

**NOTICE TO DEBTOR**

**This agreement gives up the protection of your bankruptcy discharge for this debt.**

**As a result of this agreement the creditor may be able to take your property or wages** if you do not pay the agreed amounts. The creditor may also act to collect the debt in other ways.

**You may rescind (cancel) this agreement at any time before the bankruptcy court enters a discharge order or within 60 days after this agreement is filed with the court, whichever is later,** by notifying the creditor that the agreement is canceled.

**You are not required to enter into this agreement by any law.** It is not required by the Bankruptcy Code, by any other law, or by any contract (except another reaffirmation agreement made in accordance with section 524(c) of the Bankruptcy Code).

**You are allowed to pay this debt without signing this agreement.** However, if you do not sign this agreement and are later unwilling or unable to pay the full amount, the creditor will not be able to collect it from you. The creditor also will not be allowed to take your property to pay the debt unless the creditor has a lien on that property.

If the creditor has a lien on your personal property, you may have a right to redeem the property and eliminate the lien by making a single payment to the creditor equal to the current value of the property, as agreed by the parties or determined by the court.

This agreement is not valid or binding unless it is filed with the clerk of the bankruptcy court. If you were not represented by an attorney during the negotiation of this reaffirmation agreement, the agreement cannot be enforced by the creditor unless:

- 1) You have attended a reaffirmation hearing in the bankruptcy court, and
- 2) The agreement has been approved by the bankruptcy court. (Court approval is not required if this is a consumer debt secured by a mortgage or other lien on your real estate.)



**CREDITOR'S STATEMENT CONCERNING AGREEMENT  
AND SECURITY/COLLATERAL (IF ANY)**

Description of Collateral: NONE

Value: \$N/A

Basis or Source for Valuation: N/A

Current Location and Use of Collateral: N/A

Expected Future Use of Collateral: N/A

Check Applicable boxes:

Any lien described herein is valid and perfected

This agreement is part of a settlement of a dispute regarding the dischargeability of this debt under section 523 of the Bankruptcy Code (11 U.S.C. §523) or any other dispute.

**The nature of this dispute is:** Creditor alleges the debt is nondischargeable due to the circumstances surrounding when and how the debt was incurred.

**DEBTOR'S STATEMENT OF EFFECT OF AGREEMENT**

**ON DEBTOR'S FINANCES**

Debtor's monthly income (take home pay plus any other income received)

\$ \_\_\_\_\_

Debtor's current monthly expenses

\$ \_\_\_\_\_

(not including any payments due under this agreement or any debt to be discharged in this case)

I believe this agreement  will  will not impose an undue hardship on me or my dependents.

I believe this agreement is in my best interest because: I do not want to litigate this dispute in court.

I agreed to reaffirm this debt because: I do not want to litigate this dispute in court.

I  considered  did not consider redeeming the collateral under §722 of the Bankruptcy Code (11 U.S.C. §722). I chose not to redeem because: I do not have enough money to make a lump sum payment.

I  was  was not represented by an attorney during negotiations on this agreement.

Bankruptcy Case No: 0443714  
Debtor: PETER L ELLEFSON KIRK

Creditor: Wells Fargo Bank Nevada, N.A.  
XXXXXX7057

**DEBTOR'S STATEMENT CONCERNING DECISION TO REAFFIRM**

I believe this agreement is in my best interest because the creditor has agreed to accept a lesser amount than is in dispute.

**CERTIFICATION OF ATTACHMENTS**

Any documents which created and perfected the security interest or lien \_\_\_\_ are XX are not attached. If not attached, please explain: This is a reaffirmation on an unsecured claim to avoid litigation of a §523 action.

**SIGNATURES**



Signature of Debtor

Date

8/30/04

Name of Creditor:

Wells Fargo Bank Nevada, N.A.

Signature of Co-Debtor

Date



Signature of Creditor Representative

Date

9/7/04

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA

PETER L ELLEFSON  
614 FIRST ST N  
APT 505  
MINNEAPOLIS, MN 55401

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Bankruptcy Proceeding No.: 4-43714  
Chapter No.: 7  
Judge: ROBERT KRESSEL

In re: PETER L ELLEFSON

Debtor(s)  
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PLEASE TAKE NOTICE that a hearing will be held

at U S BANKRUPTCY COURT  
U S COURTHOUSE COURTROOM 8 WEST  
300 S 4TH ST  
MINNEAPOLIS, MN

on 10/7/04 at 9:30

to consider and act upon the following:

Reaffirmation Agreement Between Debtor and Interested Party  
WELLS FARGO AUTO FINANCE INC .

Dated: 9/8/04

Lori Vosejpk  
Acting Clerk, U. S. Bankruptcy Court

BY: GRACE GOEDE  
Deputy Clerk

Case: 04-43714 Form id: 124 Ntc Date: 09/21/2004 Off: 4 Page : 1

Total notices mailed: 4

Debtor ELLEFSON, PETER L 614 FIRST ST N, APT 505, MINNEAPOLIS, MN 55401

Trustee LINDQUIST, DWIGHT R J 1510 RAND TOWER, 527 MARQUETTE AVE, MINNEAPOLIS, MN 55402

U S Trust U S TRUSTEE, US TRUSTEE OFFICE, 300 S 4TH ST RM 1015, MINNEAPOLIS, MN 55415

Intereste WELLS FARGO AUTO FINANCE INC, C/O STEWART ZLIMEN AND JUNGERS, 430 OAK GROVE STE 200, MINNEAPOLIS, MN 55403