

REAFFIRMATION AGREEMENT
UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

DEBTORS NAME JENNIFER NEU	BANKRUPTCY CASE NO. 04 43891
CREDITOR'S NAME & ADDRESS WELLS FARGO FINANCIAL NATIONAL BANK SLUMBERLAND CENTRAL PROCESSING – MAC:F4032-011 PO Box 7510 Urbandale, IA 50323 Telephone No : 1-800-543-2268	CHAPTER 7 ACCOUNT #7756-XXXXXX

- 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 BANKRUPTCY CODE § 524(C)).

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.)

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REAFFIRMATION AGREEMENT

THE DEBTOR AND CREDITOR NAMED ABOVE AGREE TO REAFFIRM THE DEBT DESCRIBED IN THIS AGREEMENT AS FOLLOWS:

THE DEBT

TOTAL AMOUNT OF DEBT WHEN CASE WAS FILED	<u>\$2,805.38</u>
TOTAL AMOUNT OF DEBT REAFFIRMED	\$2,250.00 \$1700.00

ABOVE TOTAL INCLUDES THE FOLLOWING:

INTEREST ACCRUED TO DATE OF AGREEMENT	\$ _____
ATTORNEY FEES	\$ _____
LATE FEES	\$ _____
OTHER EXPENSES OF COST RELATING TO THE COLLECTION OF THIS DEBT (DESCRIBE)	\$ _____

ANNUAL PERCENTAGE RATE (APR) ~~9.9%~~ 5.0%

AMOUNT OF MONTHLY PAYMENT ~~\$ 75.00~~ \$ 57.00

DATE PAYMENTS START ~~8/26/2004~~ 9/20/04

TOTAL NUMBER OF PAYMENTS TO BE MADE:

THE DEBTOR HAS AGREED TO PAY THE REAFFIRMED BALANCE OF THE ABOVE-DESCRIBED MONTHLY PAYMENT AMOUNT. BECAUSE THE DEBTOR HAS THE OPTION TO PAY MORE THAN THIS AMOUNT, THE TOTAL NUMBER OF PAYMENTS CANNOT BE ACCURATELY DETERMINED.

TOTAL AMOUNT OF PAYMENTS IF PAID ACCORDING TO SCHEDULE:

BECAUSE THE DEBTOR ULTIMATELY WILL DECIDE HOW HE/SHE PAYS THE REAFFIRMED BALANCE, IT IS NOT POSSIBLE TO ESTABLISH THE TOTAL OF PAYMENTS TO PAY THE BALANCE.

THE DEBTOR AGREES THAT ANY AND ALL REMEDIES AVAILABLE TO THE CREDITOR UNDER THE SECURITY AGREEMENT REMAIN AVAILABLE.

DATE ANY LIEN IS TO BE RELEASED IF PAID ACCORDING TO SCHEDULE: _____

ALL ADDITIONAL TERMS AGREED TO BY THE PARTIES (IF ANY):

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

DESCRIPTION OF COLLATERAL. IF APPLICABLE, LIST MANUFACTURER, YEAR AND MODEL.

HOME FURNISHINGS

VALUE ~~\$2,250.00~~ \$1700.00

BASIS OR SOURCE FOR VALUATION FAIR MARKET VALUE

CURRENT LOCATION AND USE OF COLLATERAL 14265 Balsam Blvd, Becker, Mn 55308

EXPECTED FUTURE USE OF COLLATERAL PERSONAL USE

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 ATER DISPUTE. THE NATURE OF DISPUTE IS

DEBTOR'S STATEMENT OF EFFECT OF AGREEMENT ON DEBTOR'S FINANCES

MY MONTHLY INCOME (TAKE HOME PAY PLUS ANY OTHER INCOME RECEIVED) IS \$ _____.

MY CURRENT MONTHLY EXPENSES TOTAL \$ _____, NOT INCLUDING ANY PAYMENT DUE UNDER THIS AGREEMENT OR ANY DEBT TO BE DISCHARGED IN THIS BANKRUPTCY CASE.

I BELIEVE THIS AGREEMENT [WILL] [WILL NOT] IMPOSE AN UNDUE HARDSHIP ON ME OR MY DEPENDENTS.

DEBTOR'S STATEMENT CONCERNING DECISION TO REAFFIRM

I AGREE TO REAFFIRM THIS DEBT BECAUSE _____

I BELIEVE THIS AGREEMENT IS IN MY BEST INTEREST BECAUSE _____

I [CONSIDERED] [DID NOT CONSIDER] REDEEMING THE COLLATERAL UNDER SECTION 722 OF THE BANKRUPTCY CODE (11 U.S.C § 1122). I CHOSE NOT TO REDEEM BECAUSE _____

I [WAS] [WAS NOT] REPRESENTED BY AN ATTORNEY DURING NEGOTIATIONS ON THIS AGREEMENT.

CERTIFICATION OF ATTACHMENTS

ANY DOCUMENTS WHICH CREATED AND PERFECTED THE SECURITY INTEREST OF LIEN [ARE] [ARE NOT] ATTACHED. *IF DOCUMENTS ARE NOT ATTACHED:* THE DOCUMENTS WHICH CREATED AND PERFECTED THE SECURITY INTEREST OR LIEN ARE NOT ATTACHED BECAUSE

SIGNATURES



(SIGNATURE OF DEBTOR)

DATE: 8/17/04

(SIGNATURE OF JOINT DEBTOR)

DATE: _____

WELLS FARGO FINANCIAL NATIONAL BANK
SLUMBERLAND

(ACCOUNT #7756-XXXXXX)
(NAME OF CREDITOR)



(SIGNATURE OF REP) BARB KOENIG, CREDIT MGR.

DATE: 8/25/04

CERTIFICATION BY DEBTOR'S ATTORNEY (IF ANY)

I HEREBY CERTIFY THAT (1) THIS AGREEMENT REPRESENTS A FULLY INFORMED AND VOLUNTARY AGREEMENT BY THE DEBTOR(S); (2) THIS AGREEMENT DOES NOT IMPOSE A HARDSHIP ON THE DEBTOR OR ANY DEPENDENT OF THE DEBTOR; AND (3) I HAVE FULLY ADVISED THE DEBTOR OF THE LEGAL EFFECT AND CONSEQUENCES OF THIS AGREEMENT AND ANY DEFAULT UNDER THIS AGREEMENT.

(SIGNATURE OF DEBTOR'S ATTORNEY, IF ANY)

DATE: _____

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

IN RE:)
)
 JENNIFER NEU)
)
)
)
 DEBTOR(S).) ACCOUNT #7756-XXXXXX

MOTION FOR APPROVAL OF REAFFIRMATION AGREEMENT

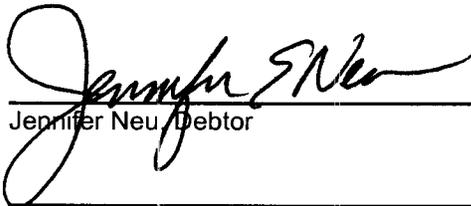
COMES NOW the debtor(s) and hereby request the Court to approve the attached Reaffirmation Agreement. In support of this Motion, the debtor(s) state as follows:

1. The undersigned debtor(s) understand that they are not required to sign the attached Reaffirmation Agreement.
2. This Reaffirmation Agreement arises out of the debtor's(s') account with the creditor.

The debtor's(s') account obligation to the creditor is secured by the following collateral:

Home Furnishings

3. The debtor(s) understand that the Reaffirmation Agreement is not required by law. The debtor(s) state that this Reaffirmation Agreement does not impose an undue hardship on the debtor(s) or any dependent of the debtor(s). The debtor(s) believe that this Reaffirmation Agreement is in the best interest of the debtor(s) and, consequently, request the Court to approve the same.



Jennifer Neu, Debtor

, Debtor

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

IN RE:)
)
JENNIFER NEU) CASE NO. 04 43891
)
) CHAPTER 7
)
DEBTOR(S).) ACCOUNT #7756-XXXXXX

ORDER APPROVING REAFFIRMATION AGREEMENT

NOW on this _____ day of _____, 2004, the debtor's(s') Motion for Approval of Reaffirmation Agreement executed in favor of Wells Fargo Financial National Bank/Slumberland comes before the Court. The Court finds that the Reaffirmation Agreement does not impose an undue hardship on the debtor(s) or any dependent of the debtor(s). The Court further finds that the Reaffirmation is in the best interest of the debtor(s) and that the same should be approved.

IT IS, THEREFORE, ORDERED, that the Reaffirmation Agreement of the debtor(s) executed in favor of Wells Fargo Financial National Bank/Slumberland is hereby approved.

UNITED STATES BANKRUPTCY JUDGE

APPROVED:



Jennifer Neu, Debtor

, Debtor

)

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

Bankruptcy Proceeding No.: 4-43891
Chapter No.: 7
Judge: NANCY DREHER

In re: GREGG NEU and JENNIFER NEU

Debtor(s)

PLEASE TAKE NOTICE that a hearing will be held

at U S BANKRUPTCY COURT
U S COURTHOUSE COURTROOM 7 WEST
300 S 4TH ST
MINNEAPOLIS, MN

on 9/29/04 at 10:30

to consider and act upon the following:

Reaffirmation Agreement Between Debtor and Creditor WELLS
FARGO FINANCIAL NATIONAL BANK . Property: REAL PROPERTY
Reaffirmation Agreement Between Debtor and Creditor WELLS
FARGO FINANCIAL NATIONAL BANK. Property: ON ACCOUNT

Dated: 8/30/04

Lori Vosejpk
Acting Clerk, U. S. Bankruptcy Court

BY: Linda Smith
Deputy Clerk

Total notices mailed: 4

Debtor NEU, GREGG 14265 BALSAM BLVD, BECKER, MN 55308

Debtor NEU, JENNIFER 14265 BALSAM BLVD, BECKER, MN 55308

Trustee GEORGEN-RUNNING, TERRI A PO BOX 16355, ST PAUL, MN 55116

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