

# United States Bankruptcy Court

## DISTRICT OF MINNESOTA AT MINNEAPOLIS

Debtor's Name TODD M COOPER AKA TOD COOPER	Case No. 04-44149
	Chapter 7
	Judge ROBERT J KRESSEL
Creditor's Name and Address DELL FINANCIAL SERVICES L.P. 12234 N IH 35 AUSTIN, TX 78753	

### REAFFIRMATION AGREEMENT

- 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 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.)

9/13/04 6-1  
SN

**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 \$ 1,737.01

Total Amount of Debt Reaffirmed \$ 1,737.01

Above total includes the following:

Interest Accrued to Date of Agreement \$ 0.00  
Attorney Fees \$ 0.00  
Late Fees \$ 0.00  
Other Expenses or Costs Relating to the  
Collection of this Debt (Describe) \$ 0.00

Annual Percentage Rate (APR) \_\_\_\_\_ %

Amount of Monthly Payment \$ 48.25

Date Payments Start 09/23/2004

Total Number of Payments to be made 36

Total of Payments if paid according to schedule 1,737.00

Date Any Lien Is to Be Released if paid  
according to schedule 08/31/2007

The debtor agrees that any and all remedies available to the creditor under the security agreement remain available.  
All additional Terms Agreed to by the Parties (if any):

---

---

Payments on this debt [were][were not] in default on the date on which this bankruptcy case was filed.  
This agreement differs from the original agreement with the creditor as follows:

---

---

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

Description of Collateral. If applicable, list manufacturer, year and model.

COMPUTER EQUIPMENT

Value \$ \_\_\_\_\_

Basis or Source for Valuation \_\_\_\_\_

Current Location and Use of Collateral DEBTOR'S POSSESSION

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 other 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 agreed 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. § 722). 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 or 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

ITEMS ARE A PURCHASE MONEY SECURITY INTEREST

.]

**SIGNATURES**

Todd M Cooper  
(Signature of Debtor)  
TODD M COOPER

Date \_\_\_\_\_

DELL FINANCIAL SERVICES L.P.  
(Name of Creditor)

Steven Emery  
(Signature of Creditor Representative)

Stacie H. Wittenberg OH-72460  
Steven H. Emery OH-74676  
Weltman, Weinberg & Reis Co., L.P.A.  
323 W. Lakeside Avenue, Suite 200  
Cleveland, Ohio 44113-1099

Date 8/30/04

\_\_\_\_\_  
(Signature of Joint Debtor)  
AKA TOD COOPER

Date \_\_\_\_\_

**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

TODD M COOPER  
30123 105TH ST  
PRINCETON, MN 55371

-----  
Bankruptcy Proceeding No.: 4-44149  
Chapter No.: 7  
Judge: ROBERT KRESSEL

In re: TODD M COOPER and TRACY L COOPER

Debtor(s)  
-----

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 11/4/04 at 9:30

to consider and act upon the following:

Reaffirmation Agreement Between Debtor and Creditor  
HOUSEHOLD MORTGAGE SERVICES. Property: REAL PROPERTY.  
NOTICE OF HEARING. CERTIFICATE OF MAILING.

Reaffirmation Agreement Between Debtor and Creditor: DELL FINANCIAL  
Property: On Account. Notice of Hearing. Certificate of Mailing.  
Dated: 9/13/04

Lori Vosejka  
Acting Clerk, U. S. Bankruptcy Court

BY: Susan Newsom  
Deputy Clerk

---

Case: 04-44149 Form id: 122 Ntc Date: 09/14/2004 Off: 4 Page : 1  
Total notices mailed: 6

Debtor COOPER, TODD M 30123 105TH ST, PRINCETON, MN 55371

Debtor COOPER, TRACY L 30123 105TH ST, PRINCETON, MN 55371

Trustee LARISON, DORRAINE A 1010 W ST GERMAIN RM 600, ST CLOUD, MN 56301

Creditor DELL FINANCIAL SERVICES, 323 W LAKESIDE AVE STE 200, CLEVELAND, OH 44113-1099

Creditor HOUSEHOLD MORTGAGE SERVICES, PO BOX 2369, BRANDON, FL 33509-2369

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