

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In re:

STEVEN J. HIGGINS,

Debtor.

Chapter 13
Bky. Case No. 04-44158

**OBJECTION OF CASE CREDIT CORPORATION TO CONFIRMATION OF
DEBTOR'S CHAPTER 13 PLAN**

TO: DEBTOR; HIS ATTORNEY, CHAPTER 13 TRUSTEE, MICHAEL J. FARRELL;
UNITED STATES TRUSTEE; AND ALL OTHER PARTIES IN INTEREST.

1. Case Credit Corporation ("Case Credit"), a creditor in this Chapter 13 proceeding, by and through its undersigned attorney, hereby submits this objection to confirmation of Debtor's Chapter 13 Plan dated July 8, 2004 (the "Plan").

2. The Court will hold a hearing on this objection before the Honorable Nancy C. Dreher, Judge U.S. Bankruptcy Court, on October 7, 2004, at 10:00 a.m., or as soon thereafter as counsel can be heard, in Courtroom 7 West, United States Bankruptcy Court, 300 South Fourth Street, Minneapolis, MN 55415.

3. Any response to this motion must be filed and delivered not later than 10:00 a.m. on October 6, 2004 which is 24 hours before the time set for the hearing, or filed and served by mail not later than October 4, 2004, which is three business days before the time set for the hearing. **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 objection pursuant to 28 U.S.C. §§157 and 1334, Bankruptcy Rule 5005, and Local Rule 1070-1. This is a core proceeding under 28 U.S.C. § 157(b)(2)(A) and (L).

5. The petition commencing the Debtor's Chapter 13 case was filed on July 27, 2004.

6. This Objection arises under 11 U.S.C. § 1324 and Bankruptcy Rule 3015, and is filed under Bankruptcy Rule 9014 and Local Rule 3015-3. Case Credit objects to confirmation of the Plan, and requests an order denying confirmation of the Plan.

7. On or about April 16, 2003, by Retail Installment Sale Contract and Security Agreement (the "Contract"), the Debtor purchased from Case Credit's assignor, Trueman Welters, Inc. (the "Dealer"), one (1) Model TB135 Takeuchi Excavator – Serial Number 13511449 (the "Equipment"). A copy of this Contract is attached hereto as **Exhibit "1"**.

8. Under the terms of this Contract, Case Credit, as assignee of the Dealer, retained a purchase money security interest in the Equipment to secure the balance due under this Contract. The amount financed was \$26,015.37, payable, with interest at the rate of 8.3% per annum, in Fifty-nine (59) monthly installments of \$531.23 each and a final payment due April 16, 2008, in the amount of \$532.06, for a gross balance of \$31,874.63.

9. The Debtor failed to make the required payments under this Contract and has failed to make arrangements for payment of the amounts due Case Credit, and failed to even schedule Case Credit as a secured creditor.

10. As of September 16, 2004, the Debtor was indebted to Case Credit in the amount of \$25,751.57, exclusive of unearned interest and unbilled attorneys' fees and costs, as evidenced by the proof of claim on file in this matter by Case Credit, a true and correct copy of which is attached hereto as **Exhibit "2"**.

11. The Debtor, or someone under his control remains in possession of the Equipment.

12. Case Credit objects to confirmation of the Plan because the Plan fails to (a) acknowledge Case Credit's security interest in the equipment; (b) fails to disclose the defaults under the Contract; and (c) makes no provisions for the curing of said defaults, as required under 11 U.S.C. 1322(b)(3).

WHEREFORE, Case Credit requests entry of an order denying confirmation of the Plan at bar, and for such other and further relief as the court deems appropriate under the circumstances.

RIDER BENNETT, LLP

By /e/ Raphael T. Wallander.
Raphael T. Wallander (297628)
Attorneys for Case Credit Corporation
Suite 2000
333 South Seventh Street
Minneapolis, MN 55402
(612) 340-8900

Dated: October 1, 2004

VERIFICATION

I, Ray Wallander, attorney for Case Credit Corporation declare under penalty of perjury that the foregoing Object to Confirmation of Debtor's Chapter 13 Plan is true and correct according to the best of my knowledge, information and belief.

Dated: October 1, 2004

/e/ Raphael T. Wallander
Ray Wallander
for Case Credit Corporation

CASE CREDIT RETAIL INSTALLMENT SALE CONTRACT AND SECURITY AGREEMENT (Fixed Rate)

Dealer No. 83065
Credit Application No. 99970

"Buyer(s)": Legal Name(s), Street Address, City, State, Zip Code
STEVE J HIGGINS
38 23ND ST.
BUFFALO, MN 55313

Individual/Sole Proprietorship
If So, State of Principal Residence: MN
 General Partnership
If So, State of Chief Executive Office:
 Corporation/LLC/LP
If So, State In Which Formed:
Organization ID No.:

"Seller": (Dealer's Legal Name and Address)
TRUEMAN-WELTERS INC.
805 HWY 55 E.
BUFFALO, MN 55313
Wright County

APR 21 2003

County/Parish: Wright

Social Security No.
or Taxpayer ID No. 476-02-2277

The undersigned Buyer (if more than one, collectively called "Buyer") hereby purchases from Seller and Seller hereby sells to Buyer the following goods (the "Equipment") at the Time Sale Price and upon the terms set forth herein:

NEW OR USED	"EQUIPMENT" (Make and Type)	MODEL	SERIAL NUMBER	HOURS	"CASH SALE PRICE"
U	TAKEUCHI Excavator	TB135	13511449	300.0	28,000.00

The above Equipment is purchased for commercial/business use agricultural use. New Equipment is unused equipment, a rental unit or a demonstrator for which the manufacturer will supply all or a portion of a new equipment warranty; this Equipment may have been manufactured in a year prior to the year of purchase.

TOTAL 28,000.00

MAKE	"TRADE-IN EQUIPMENT" TYPE	MODEL	SERIAL NUMBER	HOURS	GROSS ALLOWANCE (in Dollars)	SECURED DEBT DUE (in Dollars)	NET TRADE-IN ALLOWANCE (in Dollars)
JD	Tractor	4400	4240957		14,000.00	9,439.47	4,560.53

NO WARRANTY. The Equipment is sold AS IS except for any applicable manufacturer's express, written warranty. If any manufacturer's express warranty applies to the Equipment, such warranty is restricted to the manufacturer's written, limited warranty provided separately to Buyer. Seller and manufacturer make no other representation or warranty, express or implied, and specifically exclude the implied warranties of merchantability and fitness for particular purpose. Neither Seller nor manufacturer will be liable for incidental or consequential damages resulting from a breach of the express warranty or any implied warranty imposed by law.

*Some states do not allow these limitations and exclusions, and they shall not apply to the extent such limitations or exclusions are not allowed by applicable state law.

PREPAYMENTS. Buyer may make a partial prepayment of the unpaid time balance hereunder (the "Time Balance") at any time, but any partial prepayment will not change or defer Buyer's next scheduled payments. If Buyer prepays the full unpaid Time Balance on construction equipment for commercial/business use, Buyer shall pay a prepayment fee of up to \$150, unless such fee is prohibited by applicable law.

LATE CHARGES/DEFAULT RATE/RETURNED CHECKS. Buyer shall pay a late charge on each payment more than 10 days past due at the highest amount permitted by applicable law. Buyer shall pay interest on the unpaid balance after maturity (by acceleration or otherwise) at the highest rate permitted by applicable law. If a check is returned for any reason, Seller or Assignee may charge Buyer a returned check processing fee as established by Seller or Assignee from time to time not to exceed the maximum permitted under applicable law.

EXTENSIONS AND REFINANCING. If Seller or Assignee extends, defers or refinances any payments due under this Agreement, Seller or Assignee may, at its option, increase the Time Price Differential Rate.

SECURITY INTEREST AND COLLATERAL. Buyer hereby grants to Seller a security interest in the Equipment, and in all improvements, parts and accessories belonging to the Equipment, and all substitutions, replacements, products, proceeds (such as insurance proceeds) and all accessions related to the Equipment (the Equipment and such items are collectively referred to herein as the "Collateral"), to secure payment and performance of all existing and future obligations of Buyer under this agreement (the "Agreement") or any other agreement between Buyer and Seller, between Buyer and Assignee or any affiliate of Assignee (the "Obligations"). Loss of or damage to the Equipment shall not release Buyer from any of the obligations.

Upon request, Buyer shall take any action reasonably deemed necessary by Seller to protect and enforce Seller's interest in the Collateral or rights under this Agreement. Seller is authorized to examine the Collateral wherever located at any reasonable time or times. Buyer authorizes Seller to insert in this Agreement, or amend any financing statement or title registration documentation to reflect, the serial and/or model numbers of the Equipment if unknown at the time this Agreement is executed and to correct any errors in such numbers or any other errors in the description of the Equipment.

BUYER REPRESENTS THAT THE EQUIPMENT IS NOT BEING PURCHASED FOR FAMILY, HOUSEHOLD OR PERSONAL USE.

NOTICE TO THE BUYER:

- DO NOT SIGN THIS BEFORE YOU READ THE WRITING ON THE ADDITIONAL PAGES, EVEN IF OTHERWISE ADVISED.
- DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES.
- YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN.

ADDITIONAL PROVISIONS CONCERNING RIGHTS AND DUTIES OF THE PARTIES ON THE ADDITIONAL PAGES OF THIS AGREEMENT ARE A PART OF THIS AGREEMENT. THE FIRST PAGE MUST BE SIGNED, AND ALL OTHER PAGES INITIALED BY THE BUYER(S).

I agree to the foregoing. I have received and examined the Equipment, which is in good operating order and condition and is as described. I acknowledge receipt of a copy of this Agreement. I agree to purchase the Equipment described above on the terms of this Agreement.

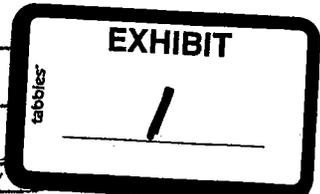
X *JD Higgins*
Buyer/Buyer's Representative

04-16-2003 STEVE J HIGGINS
Date Print Name

X
Buyer/Buyer's Representative

Shirley Walters
Date Print Name
Seller's Representative

04-16-2003 TRUEMAN-WELTERS INC.
Date Print Name



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CASE CREDIT

Dealer No. 83065
Credit Application No. 99970
Buyer Name STEVE J HIGGINS

ADDITIONAL PROVISIONS

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1. **Assignment.** Seller will assign this Agreement to Case Credit Corporation ("Assignee"). Buyer acknowledges that Seller has the right to assign this Agreement, that all rights and benefits but no obligations (if any) of Seller under this Agreement may be exercised by Assignee and that no obligations (if any) of Seller pass to Assignee. Upon receipt of notice from Assignee with instructions for payment, Buyer shall make all payments due under this Agreement directly to Assignee. This Agreement shall be binding on and inure to the benefit of Buyer and Seller and their respective heirs, personal representatives, successors or assigns; provided, however, that Buyer may not assign its obligations under this Agreement to any person without Assignee's prior written consent.
2. **Notification of Change in Residence, Principal Office, or Organizational Form.** If Buyer changes (a) its state of principal residence, or (b) the state in which its chief executive office is located, or (c) the state in which its corporation, limited liability company or limited partnership is organized, or (d) its form of organization (such as from an individual to a corporation), Buyer will notify Assignee in writing promptly, but in no event more than thirty days after any such change.
3. **Waiver of Defenses Against Assignee; Indemnification.** Buyer will not assert against Assignee any claim or defense which Buyer may have against Seller or the manufacturer of the Equipment. Buyer agrees that its obligation to remit payments will not be subject to, and it will not make any claim against Assignee for breach of any representation, warranty or condition with respect to the Equipment and that its obligation to pay Assignee all amounts under this Agreement is absolute and unconditional without abatement, reduction, set-off, counterclaim or interruption for any reason whatsoever, notwithstanding any breach or alleged breach of any representation, warranty or condition with respect to the Equipment or any dispute which now or hereafter arises between Buyer and Seller or any other person. Buyer shall indemnify and hold harmless Seller, Assignee and their officers, directors, employees and agents from and against any damage, loss, theft or destruction of the Equipment or any part thereof, and from and against any and all loss, damages, injuries, claims, demands, costs and expenses (including without limitation reasonable attorneys' fees and expenses) of any kind and nature, arising out of or connected with the use, condition (including without limitation, all defects whether or not discoverable by Buyer, Seller or Assignee) or operation of the Equipment or any part thereof. Buyer shall promptly notify Assignee of any loss, damage, theft, destruction, injury, claim, demand, cost or expense related to this Agreement or the Equipment of which Buyer has notice.
4. **Buyer's Covenants.** Buyer shall (i) keep the Equipment in the county of Buyer's address set forth on page 1 of this Agreement and not remove the Equipment from such address, except temporarily in connection with its ordinary use, unless Assignee consents in writing; (ii) maintain the Equipment in good condition and repair and not permit its value to be impaired; (iii) keep the Collateral free of all liens, encumbrances and security interests of persons other than Assignee; (iv) defend the Collateral against all claims and legal proceedings by persons other than Assignee; (v) pay and discharge when due all taxes, fees, levies and other charges upon the Collateral; (vi) pay when due all taxes arising from the purchase of the Equipment under this Agreement, excluding any taxes based upon Seller's net income; (vii) use Equipment solely in the conduct of Buyer's business; (viii) ensure Equipment will be used solely within the intended uses of the manufacturer during the term of this Agreement; (ix) not sell, lease or otherwise dispose of the Equipment nor permit the Equipment to become an accession to other goods or a fixture; (x) not permit the Equipment to be used in violation of any law, regulation or policy of insurance; and (xi) strictly follow the terms of Provision 1 of this Agreement.

Each individual executing this Agreement represents and warrants that he or she has the requisite power and authority to enter into this Agreement and execute all related documents, to perform its obligations and consummate the transactions contemplated under this Agreement and related documents and that the execution and delivery of this Agreement and all related documents and the consummation of the transactions under this Agreement have been duly authorized by the Buyer.

5. **Insurance.** Buyer shall keep the Equipment and Seller's and its assigns interest in it insured against fire, theft, physical damage and other hazards under policies listing Assignee as loss payee or as an additional insured, with such provisions, for such amounts (but not less than the unpaid balance outstanding under this Agreement) and by such insurers as shall be satisfactory to Assignee from time and time, and shall furnish to Assignee evidence of such insurance satisfactory to Assignee. Such insurance shall provide at least 30 days written notice of cancellation, lapse or expiration to Assignee. Buyer assigns (and directs any insurer to pay) to Assignee Buyer's interest in the proceeds of all such insurance and any premium refund and Assignee may, at its option, apply such proceeds and refunds to any unpaid balance of the Obligations, whether or not due, and/or to repair or restore the Equipment, returning any excess to Buyer. Buyer must make all payments due under this Agreement whether or not the Equipment is insured or underinsured. Assignee is authorized, in the name of Buyer or otherwise, to make, adjust and/or settle claims under any insurance on the Equipment, or cancel the same after the occurrence of an event of default.

If Buyer purchased physical damage insurance that is financed under this Agreement, Buyer hereby requests and authorizes Seller (provided Seller is properly licensed to do so) or Seller's designee; (a) to arrange physical damage insurance for the benefit of Seller and Buyer that covers physical damage to the Equipment, (b) to replace or otherwise modify such insurance as Seller deems appropriate and (c) to be Buyer's attorney-in-fact to make claim for, receive payment of and execute and endorse and negotiate all documents, checks or drafts received in payment of loss or damage under the insurance. This Agreement includes and hereby incorporates by reference any Insurance and Extended Service Plan Addendum signed in connection with this Agreement.

STATEMENT TO BUYER: THE PHYSICAL DAMAGE INSURANCE PURCHASED UNDER THE TERMS OF THIS AGREEMENT COVERS ONLY LOSS OF OR DAMAGE TO THE EQUIPMENT. LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED AS PART OF THE PHYSICAL DAMAGE INSURANCE. BUYER UNDERSTANDS THAT IF INSURANCE IS FINANCED UNDER THIS AGREEMENT, PRE-PAYMENT OF BUYER'S OBLIGATIONS OR TERMINATION OF THIS AGREEMENT MAY RESULT IN LOSS OF INSURANCE COVERAGE.

If Buyer purchased liability insurance that is financed under this Agreement, Buyer hereby requests and authorizes Seller (provided Seller is authorized to do so) or Seller's designee to arrange for the liability insurance to be issued.

6. **Modifications and Waivers.** This Agreement sets forth the entire understanding between Seller and Buyer. No modification, amendment or extension of this Agreement and no waiver of any provision of this Agreement shall be valid unless in writing and signed by the parties and a waiver of any default hereunder by Seller shall not constitute a waiver of any other prior or subsequent default, except that Buyer authorizes Seller to insert in this Agreement the serial number and/or model number of any Equipment if this information is unknown when this Agreement is executed or to correct any errors in such numbers or any other patent errors in the description of the Equipment.
7. **Authority of Assignee to Perform for Buyer.** If Buyer fails to perform any of Buyer's duties set forth in this Agreement (including, specifically but without limitation, the purchase of insurance), Assignee may, at its option, in Buyer's name or otherwise, take any such action, including, without limitation, signing Buyer's name or paying any amount so required, and all costs and expenses incurred by Seller or Assignee in connection therewith shall form part of the Obligations and shall be payable by Buyer upon demand with interest from the date of payment by Seller or Assignee at the highest rate permitted by law.
8. **Default.** Buyer shall be in default under this Agreement if any of the following occurs:
 - (a) Buyer fails to pay when due any of the Obligations, or to perform any other obligation of Buyer in this Agreement or in any renewal or refinancing of this Agreement;
 - (b) a Buyer dies, ceases to exist, becomes insolvent or the subject of bankruptcy, insolvency or liquidation proceedings, attempts to assign this Agreement or attempts to remove, sell, transfer, further encumber, part with possession of or sublet any Equipment;
 - (c) any warranty or representation made by Buyer to induce Seller or Assignee to extend credit to Buyer, under this Agreement or otherwise, is false in any material respect when made or Buyer fails to perform any covenant under this Agreement;
 - (d) Buyer fails to maintain applicable required insurance or fails to comply with the requirements of any such insurance;
 - (e) any other event occurs that causes Seller or Assignee, in good faith, to consider that payment or performance of the Obligations is impaired or that the Equipment is at risk; or
 - (f) the Equipment is impounded or confiscated by any federal, state or local governmental authority.

x SP
Buyer's Initials

CASE CREDIT

Dealer No. 83065
 Credit Application No. 99970
 Buyer Name STEVE J HIGGINS

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9. **Expenses.** To the extent not prohibited by law, Buyer shall reimburse Seller or Assignee for any expense incurred by Seller or Assignee in protecting or enforcing their rights under this Agreement, including, without limitation, reasonable attorneys' fees and legal expenses and all expenses of taking possession, transporting, holding, repairing, refurbishing, preparing for disposition and disposing of the Collateral, and all expenses and costs incurred in collecting the Obligations, and all such expenses shall form part of the Obligations.
 10. **Conflict with Law.** Any provision of this Agreement prohibited by applicable law shall be ineffective to the extent of the prohibition without invalidating the remaining portions of this Agreement. The validity, construction and enforcement of this Agreement are governed by the laws of the state in which the Seller is located. All terms not otherwise defined have the meanings assigned to them by the Uniform Commercial Code.
 11. **Authorization to Execute and File Financing Statements and Lien Documents.** Buyer hereby authorizes Seller or Seller's designee to execute and file financing statements, and any motor vehicle title, registration and lien notification documentation, and any amendments thereto on behalf and in the name of Buyer to evidence Seller's security interest in the Collateral.
 12. **Time Price Calculations.** If this is a variable rate contract, the Prime Rate for a given calendar month shall be the rate designated as the "Prime Rate" as published in *The Wall Street Journal* on the twentieth day of the prior calendar month (or on the next day published if not published on the twentieth day). (If *The Wall Street Journal* ceases publication permanently or no longer publishes a "Prime Rate", the Prime Rate shall mean the prime loan rate of any federally chartered bank selected by Assignee. The payments, including Time Price Differential (Finance Charge) indicated herein, have been calculated using the Time Price Differential Rate (APR) in effect at the commencement of this Agreement and indicated herein. The final payment shall be recalculated to reflect increases/decreases in the Prime Rate during the remaining term. The Time Price Differential Rate (APR) in effect from time to time shall not be more than 3.5% above, nor less than 3.5% below, the Time Price Differential Rate (APR) in effect at the commencement of this Agreement. The Time Price Differential Rate (APR) shall never be less than 0%.
- For all contracts, the Time Price Differential Rate (APR) shall be calculated for the actual number of days elapsed, using a daily rate determined by dividing the annual rate by 365. Buyer shall make all payments in lawful money of the United States of America.
13. **Remedies upon Default.** Upon the occurrence of any event of default, Seller shall have all rights and remedies provided by the Uniform Commercial Code or any other applicable law and Seller may, at its option: (i) declare all Obligations immediately due and payable (excluding the unearned Time Price Differential) without notice or demand, nor any waiver of intent to accelerate or notice of acceleration; (ii) take possession of the Collateral, without notice or hearing, and, where permitted by law, Buyer expressly waives any right to notice or a prior hearing; (iii) render the Equipment unusable; (iv) require Buyer to assemble the Collateral and make it available to Seller at any convenient place designated by Seller, or (v) sell (including at wholesale) or otherwise dispose of the Collateral at public or private sale for cash or on credit terms, without notice unless required by law. If notice is required by law, ten (10) days' notice to Buyer shall be deemed reasonable notice. All rights and remedies may be exercised by Seller either separately or in combination and any action taken by Seller to recover payment from Buyer of the Obligations shall not limit Seller's rights with respect to the Collateral. Seller may apply all proceeds of realization of the Collateral to such part or parts of the Obligations as Seller may decide. If there is a deficiency, Buyer will pay the amount of the deficiency upon demand. To the extent permitted by law Buyer waives notice of dishonor, presentment and demand as to this Agreement.

Automatic Payment Plan Enrollment Form

The undersigned authorizes Case Credit Corporation or any assignee ("Case Credit") to initiate withdrawals from the account designated below and maintained with the bank identified below by any means agreed upon by Case Credit and the bank, or to withdraw by electronic fund transfer from said account, sums due Case Credit pursuant to retail contracts or leases. The undersigned further authorizes the bank to take all actions necessary to effect such withdrawals and transfers. The undersigned may cancel these authorizations by providing Case Credit written notice, but any such cancellation will become effective five days after Case Credit receives the notice. Case Credit may cancel this authorization at any time by written notice.

Customer Name (as it appears on the payment notices) STEVE J HIGGINS

Address 38 23RD ST. City BUFFALO State NY Zip 55333

Customer's Bank Name _____

Bank Address _____ City _____ State _____ Zip _____

Customer Account Number _____

I prefer to use my checking account. I have enclosed a voided check.

Routing # _____ Account # _____

I prefer to use my savings account. I have confirmed with my bank the routing number and my withdrawal slip is enclosed.

Routing # _____ Account # _____

Be sure to date and sign this form.

Date 04-16-2003 Signature _____

Date _____ Signature _____

X SH
 Buyer's Initials

CASE CREDIT

Dealer No. 83065
 Credit Application No. 99970
 Buyer Name STEVE J HIGGINS

#24/29/83 988154

ASSIGNMENT

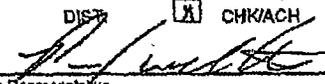
Dealer (hereinafter "Assignor") hereby assigns all its rights, title and interest in and to the Agreement and the Equipment to Case Credit Corporation (hereinafter "Assignee"), under terms also described in the Retail Finance Agreement or other documents (collectively hereinafter "Agreement") executed by the Assignor and Assignee.

Assignor warrants and represents as follows: (a) all statements contained in the Agreement, including, but not limited to, the trade-in and down payment information, are true and correct and Assignor did not provide either the trade-in or the down-payment; (b) the Agreement is a valid and binding obligation arising out of a bona-fide obligation in the ordinary course of business and is fully enforceable according to its terms; (c) the collateral is as represented to the Buyer; (d) Assignor made all disclosures required by law, and in the manner required by law prior to Buyer's execution thereof; (e) Buyer is not a minor and has the capacity to contract; (f) Assignor has obtained, or caused to be obtained, a properly perfected first priority security interest (or, in Quebec, a first ranking movable hypothec) in the collateral or has delivered the title, or caused the title to be delivered, to Assignee or noted, or caused to be noted, Assignee's lien on the title to the collateral, whichever applies; (g) as of the date of the Agreement, Assignor has verified that the Buyer has obtained the insurance required by the applicable Agreement and has valid proof of such verification; (h) Assignor has a properly completed and signed credit application from the Buyer; (i) the collateral was not delivered to the Buyer until credit approval has been obtained from the Assignee and the Agreement has been properly and fully completed by Buyer and Assignor; (j) title to the collateral is vested in the Assignor, free of all liens and encumbrances, and Assignor has the right to assign said title, and any property received in trade for the collateral is free of all liens and encumbrances; (k) the collateral has been paid in full or will be paid in full with Agreement proceeds; (l) Assignor is (and at all times will be) solvent and operating in the ordinary course of business; (m) the Agreement is not subject to any defense, counterclaim or setoff (or compensation in Quebec), except to the extent enforceability may be limited by bankruptcy, receivership, insolvency or moratorium laws, or by other similar laws of general application; and (n) all Agreements (other than Assignee's forms) comply with all applicable state, provincial and federal laws.

Assignor hereby unconditionally agrees to purchase the Agreement from Assignee upon demand for the full amount then unpaid whether the Agreement shall then be, or not be, in default if Buyer or any other person makes a claim against Assignee alleging facts that could constitute a breach of any of the foregoing warranties. Assignor shall assume the defense of such claims and shall indemnify and hold Assignee harmless from all loss, cost and expense arising therefrom. In addition, the Assignment includes the provisions, as outlined in the Dealer Handbook or Retail Finance Agreement, of the box checked below by Assignor which sets forth the Assignor's obligation to Assignee.

The liability of the Assignor, shall not be affected by any extension, renewal, or other change in the time of the payment of the Agreement, nor any change in the manner, place or terms of the payment thereof, nor the release of, nor settlement or compromise with any party liable for the payment thereof or the release or non-perfection of any security thereunder. Assignee shall not be bound to exhaust its recourse against Buyer or any other person nor any security Assignee may at any time have, before being entitled to payment from Assignor hereunder. Assignor waives notice of the acceptance of this Assignment and notices of non-payment and non-performance of the Agreement and any other notices required by the law and waives all setoffs and counterclaims. This Assignment shall become effective upon delivery of the Agreement to Assignee or upon Assignee's payment of the purchase price therefor, whichever first occurs.

ENDORSEMENT CODES N R F O
 OTHER ENDORSEMENT EXPLANATION _____

 PROCEEDS WHLS (excludes payoffs) \$ _____
 DISB CHKACH \$ _____
 X 
 Seller's Representative
 04-16-2003 TRUEMAN-WELTERS INC.
 Date Print Name
 ENDORSEMENT CODES: N - Non-Recourse; R - Repurchase; F - Full Recourse; O - Other

RETAIL CONTRACT CHECKLIST

- _____ Original signed customer credit application(s)
- _____ If Customer providing own PDI insurance, proof of customer PDI insurance coverage
- _____ Buyer(s) have signed and initialed completed contract
- _____ Buyer(s) name is exact legal name and physical address
- _____ Photocopy of buyer(s) valid drivers license or passport or completed, signed applicant name and address verification form attached
- _____ Dealer has checked and signed applicable endorsement code in assignment section
- _____ Guaranty form for corporations completed, signed and included (if applicable)
- _____ Cross collateralization form completed, signed and included (if applicable)
- _____ Invoice included for allied equipment
- _____ Automatic payment plan enrollment form completed, signed and attached with voided customer check or withdrawal slip (if applicable)

THANK YOU FOR YOUR BUSINESS

CASE CREDIT

Dealer No. 03065
Credit Application No. 99970
Buyer Name STEVE J HIGGINS

Insurance and Extended Service Plan Addendum
to Retail Installment Sale Contract
NOTICE

This is the Insurance and Extended Service Plan Addendum to that certain Retail Installment Sale Contract and Security Agreement dated APRIL 16, 2003 between the Buyer and the Seller identified therein (the "Agreement", into which this Insurance and Extended Service Plan Addendum is hereby incorporated). If there are any insurance premiums financed under the Agreement, Buyer understands that a portion of some of the insurance premiums may be paid to Seller or Seller's designee either as an administrative fee or broker's fee (if Seller or Seller's designee is a licensed broker). Assignee may deliver the insurance premium(s) to Seller, and if Assignee does so, Seller is solely responsible for remitting the insurance premium(s) to the insurance company. Insured and Buyer agree that they shall not raise any claim, defense or setoff against Assignee if the Seller fails to remit the premium(s) to the insurance company.

Physical Damage Insurance

A. Third Party Insurance Financed through Seller or Assignee

Buyer requests that Seller/Assignee finance the premium for physical damage insurance as part of the Unpaid Balance. The insurance is being provided by:

Name of Insurance Company _____ Signature of Buyer _____ Date _____

OR

B. Insurance Arranged through Seller or Assignee

Buyer requests that Seller/Assignee finance the premium for physical damage insurance as part of the Unpaid Balance.

Insurer: fireman's fund Deductible \$ 500.00

Steve J Higgins _____
Signature of Buyer Date
STEVE J HIGGINS

404/25/03 988195

UNITED STATES BANKRUPTCY COURT DISTRICT OF MINNESOTA (MINNEAPOLIS) **PROOF OF CLAIM**

Name of Debtor STEVEN J HIGGINS	Case Number 04-44158
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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): Case Credit Corporation	<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.
Name and Address where notices should be sent: c/o Michelle K. Dove, Esq. Rider Bennett, LLP 333 South Seventh Street Suite 2000 Minneapolis, MN 55402	 <div style="border: 2px solid black; padding: 5px; display: inline-block;"> EXHIBIT 2 </div>
Telephone Number: 612-340-7929	

Account or other number by which creditor identifies debtor: _____ Check here if replaces this claim amends a previously filed claim, dated: _____

1. Basis for Claim

<input checked="" type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <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) Last four digits of SS #: _____ <input type="checkbox"/> Unpaid compensation for services performed from _____ to _____ (date) (date)
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2. Date debt was incurred: April 16, 2003 **3. If court judgment, date obtained:** _____

4. Total Amount of Claim at Time Case Filed: \$8,251.57 (unsecured) 17,500.00 (secured) _____ (priority) 25,751.57 (Total)

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.

5. Secured Claim.
 Check this box if your claim is secured by collateral (including a right of setoff).

 Brief Description of Collateral:
 Real Estate Motor Vehicle
 Other Excavator

 Value of Collateral: \$ 17,500.00

 Amount of arrearage and other charges at time case filed included in secured claim, if any: see attachment

6. Unsecured Nonpriority Claim \$ _____
 Check this box if: a) there is no collateral or lien securing your claim, or b) your claim exceeds the value of the property securing it, or if c) none or only part of your claim is entitled to priority.

7. Unsecured Priority Claim.
 Check this box if you have an unsecured priority claim

 Amount entitled to priority \$ _____
 Specify the priority of the claim:
 Wages, salaries, or commissions (up to \$4,925),* 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).
 Contributions to an employee benefit plan - 11 U.S.C. §507(a)(4).
 Up to \$ 2,225* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6).
 Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7).
 Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).
 Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(____).
 *Amounts are subject to adjustment on 4/1/07 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

8. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.

9. Supporting Documents: 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.

10. Date-Stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

Send original to:
 U.S. Bankruptcy Court
 301 U.S. Courthouse
 300 South Fourth Street
 Minneapolis, MN 55415

For payment send copy to:
 Chapter 13 Trustee (see notice of commencement of case for name & address of chapter 13 trustee)

Date 9/16/04	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): Beth Tepley, Paralegal
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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.

ATTACHMENT

As of date of filing:

Principal	\$23,877.49
Interest	\$1,595.72
Repossession Fees	\$175.00
Late Charge	\$103.36
Arrearages	\$5,558.94

