

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In re:

Case No. 04-44272 RJK
Chapter 13

Erin E Oberreuter,

Debtor.

OBJECTION TO CONFIRMATION

TO: Debtor, Erin E Oberreuter; Attorney for Debtor, Robert J. Hoglund; Jasmine Z. Keller, Chapter 13 Trustee; U.S. Trustee; and other parties in interest.

1. AmeriCredit Financial Services, Inc., (“AmeriCredit”) a secured creditor of Debtor, by its undersigned attorney, makes this objection to the confirmation of the proposed plan of the Debtor.

2. This objection is filed pursuant to Fed. R. Bankr. P. 3020(b) and AmeriCredit requests this Court to enter an order denying confirmation of Debtor's proposed Chapter 13 plan (the "Plan"). This Court has jurisdiction over this motion pursuant to 28 U.S.C. Sec. 1334(a) and 157(a), 11 U.S.C. §1325 and applicable rules. This is a core proceeding.

3. Hearing on confirmation of the Plan is scheduled for 10:30 a.m. on October 21, 2004, before the Honorable Robert J. Kressel, in Courtroom 8 West United States Courthouse, 300 South Fourth Street, Minneapolis, Minnesota 55415, or as soon thereafter as counsel can be heard.

4. The petition commencing this Chapter 13 case was filed on August 2, 2004 and the case is now pending in this Court.

5. AmeriCredit holds a valid, perfected interest in a 2002 Dodge Stratus, VIN 1B3EL46X72N191562, (the "Vehicle"). The value of the Vehicle is \$10,575.00.

6. Copies of AmeriCredit's agreement with Debtor (the "Contract") and evidence of perfection of AmeriCredit's interest in the Vehicle are attached hereto as Exhibits A and B and incorporated herein by reference.

7. The balance due to AmeriCredit as of the petition date totals \$23,134.27 together with interest accruing at the contract rate of 15.95%. The fair market value of the Vehicle is \$10,575.00. Accordingly, the claim of AmeriCredit should be treated as secured to the extent of \$10,575.00.

8. The Plan, however, provides for (i) AmeriCredit's secured claim of \$8,625.00; (ii) total payment on AmeriCredit's secured claim of \$9,703.00; and (iii) monthly payments of \$100.00 commencing in month 1 for 5 months and monthly payments of \$260.00 commencing in month 6 for 36 months.

9. Using the contract rate of interest, the Plan fails to satisfy AmeriCredit's secured claim plus interest utilizing the payments set forth by Debtor.

10. The Plan does not comply with the provisions of Chapter 13.

11. The Plan does not provide AmeriCredit with adequate protection of its interest in the vehicle.

12. Movant gives notice that it may, if necessary, call Tommie Greer or another representative of AmeriCredit to testify at the hearing.

13. THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION WILL BE USED FOR THAT PURPOSE.

WHEREFORE, AmeriCredit respectfully requests this Court to enter an order denying confirmation of the Debtor's proposed plan and such other further relief as is just and equitable.

Dated: October 6, 2004____

RIEZMAN BERGER, P.C.

/e/ Marilyn J. Washburn

Marilyn J. Washburn (#0324140)

7700 Bonhomme, 7th Floor

St. Louis, MO 63105

(314) 727-0101

Attorneys for AmeriCredit

RETAIL INSTALLMENT CONTRACT

MINNESOTA - SIMPLE INTEREST

65259 21034 CFRMN

DATE 03/04/2002

ACCOUNT NUMBER

BUYER (AND CO-BUYER) NAME AND ADDRESS

ERIN ELOISE OBERREUTER
2901 HILLSBORO
NEW HOPE, MN 55427

CREDITOR (SELLER) NAME AND ADDRESS

BROOKDALE DODGE INC.
6800 BROOKLYN BLVD
BROOKLYN CENTER MN 55429

Creditor ("us" and "we") agrees to sell, and buyer and co-buyer, if any, (collectively "Buyer", "You" and "Your") after being quoted both a cash and credit price, agrees to buy from Creditor on a credit price basis ("Total Sale Price"), subject to the terms and conditions set forth on both the front and back of this contract, the vehicle ("Vehicle") described below. You acknowledge delivery and acceptance of the Vehicle.

DESCRIPTION OF VEHICLE	YEAR	MAKE	MODEL	VEHICLE IDENTIFICATION NUMBER	Description of Trade-In	YEAR & MAKE	MODEL
<input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED	2002	DODGE	STRATUS	1B3F146X72N191562	1997	MERCURY	MYSTIQUE

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE E*	Amount Financed	Total of Payments E*	Total Sale Price E*
The cost of Your credit as a yearly rate. 15.95%	The dollar amount the credit will cost You. \$ 14825.86	The amount of credit provided to You or on Your behalf. \$ 26001.22	The amount You will have paid after You have made all payments as scheduled. \$ 40826.98	The total price of Your purchase on credit, including Your downpayment of \$ 2082.49 \$ 42909.37

Payment Schedule - Your payment schedule will be...

NO. OF PAYMENTS	AMOUNT OF EACH PAYMENT	WHEN PAYMENTS ARE DUE		NO. OF PAYMENTS	AMOUNT OF EACH PAYMENT	WHEN PAYMENTS ARE DUE	
		MONTHLY	BI-MONTHLY			MONTHLY	BI-MONTHLY
72	\$ 567.04	<input checked="" type="checkbox"/>	<input type="checkbox"/>	N/A	N/A	<input checked="" type="checkbox"/>	<input type="checkbox"/>
N/A	N/A			N/A	N/A		
N/A	N/A			N/A	N/A		
N/A	N/A			N/A	N/A		

Prepayment: If you pay off early, you will not have to pay a penalty.

Security Interest: You are giving us a security interest in the Vehicle being purchased.

Filing Fees \$ 7.00

Contract Provisions: See the back of this contract for any additional information about security interests; nonpayment; default; any required repayment in full before the scheduled date; and prepayment refunds and penalties.

*E means Estimate

YOU ARE REQUIRED TO HAVE PHYSICAL DAMAGE INSURANCE/ LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT. YOU MAY OBTAIN VEHICLE INSURANCE FROM A PERSON OF YOUR CHOICE.

CREDIT LIFE, CREDIT DISABILITY, GUARANTEED AUTOMOTIVE PROTECTION COVERAGE AND OTHER OPTIONAL INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT AND WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE PREMIUM.

<input type="checkbox"/> CREDIT LIFE PREMIUM \$ N/A INSURER N/A INSURED(S) N/A BUYER'S SIGNATURE	<input type="checkbox"/> MECHANICAL BREAKDOWN N/A TERM N/A PREMIUM \$ N/A INSURER N/A BUYER'S SIGNATURE
<input type="checkbox"/> CREDIT DISABILITY PREMIUM \$ N/A INSURER N/A INSURED(S) N/A BUYER'S SIGNATURE	<input type="checkbox"/> TYPE N/A TERM N/A PREMIUM \$ N/A INSURER N/A BUYER'S SIGNATURE

1. Cash Price

- a. Vehicle (including accessories, delivery, installation charges, if any) 24767.00
- b. Sales Tax 1011.21
- c. Documentary Fee 25.00
- d. Service Contract (optional) N/A
- e. Cash Price (1a + 1b + 1c + 1d) \$ 26793.21

2. Downpayment

- a. Downpayment 500.00
- b. Manufacturer's Rebate 1500.00
- c. Gross Allowance on Trade-In \$ 7700.00
- d. Pay-off on Trade-In \$ 7617.61
- e. Net Allowance on Trade-In (2c - 2d) 82.49
- f. Downpayment (2a + 2b + 2e) \$ 2082.49

- 3. Unpaid Balance of Cash Price (1e - 2f) \$ 23710.72
- a. Unpaid Trade-in Lien Amount to be Financed ** \$ N/A

4. Other Charges Including Amounts Paid to Others on Your Behalf*

- a. Paid to Public Officials for:
 - (i) Other Taxes 4.00
 - (ii) Filing Fees 7.00
 - (iii) License Fees 282.00
 - (iv) Certificate of Title Fees 7.60
 - (v) Registration Fees N/A

b. Paid to: BROOKDALE DODGE	1495.00
For: SERVICE CONTRACT 60 MOS 75000 MILES	
c. Paid to: BROOKDALE DODGE	495.00
For: GAP ADDENDUM	
d. Paid to: N/A	N/A
For: N/A	N/A
e. Paid to: N/A	N/A
For: N/A	N/A

- f. Paid to Insurance Companies for Insurance for:
 - (i) Optional Mechanical Breakdown N/A
 - (ii) Optional Credit Life N/A
 - (iii) Optional Credit Accident & Health N/A
 - g. Subtotal (4a + 4b + 4c + 4d + 4e + 4f) \$ 2283.50

5. Amount Financed (3 + 3a + 4g) \$ 26001.22

*Seller may receive and retain a portion of certain of these amounts.

Primary Use of Vehicle - You agree to use the Vehicle primarily for personal, family or household purposes. However, if the following box is checked, You will use the Vehicle primarily for business or commercial purposes.

CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT, INCLUDING IMPORTANT ARBITRATION DISCLOSURES AND PRIVACY POLICY ON THE BACK OF THIS CONTRACT.

Notice to the Buyer: 1. Do not sign this contract before You read it or if it contains any blank spaces. 2. You are entitled to an exact copy of the contract You sign. Keep it to protect Your legal rights. BUYER ACKNOWLEDGES RECEIPT OF A COMPLETELY FILLED-IN COPY OF THIS CONTRACT.

IMPORTANT: THIS MAY BE A BINDING CONTRACT AND YOU MAY LOSE ANY DEPOSITS IF YOU DO NOT PERFORM ACCORDING TO ITS TERMS.

SIGNATURE OF BUYER 	SIGNATURE OF CO-BUYER	SIGNATURE OF CO-BUYER
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THIS CONTRACT IS ACCEPTED BY THE CREDITOR (SELLER) AND ASSIGNED TO AMERICREDIT FINANCIAL SERVICES INC ("ASSIGNEE") IN ACCORDANCE WITH THE TERMS OF THE ASSIGNMENT SET FORTH ON THE REVERSE HEREOF.

CREDITOR (SELLER) BROOKDALE DODGE INC.	BY 	TITLE OM
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TERMS AND CONDITIONS

- PAYMENT:** You agree to make all payments when they are due. Accepting a late payment or late charge does not change your payment due date. You may prepay your debt without penalty. This is a simple interest contract. Your final payment may be larger or smaller, depending on whether you make payments late or early. Your payment will be applied first to the unpaid part of the Finance Charge, then to the unpaid Amount Financed and then to any other amounts due. The Finance Charge is earned by applying the Annual Percentage Rate divided by 365 to the Unpaid Amount Financed for the number of days outstanding.
 - SECURITY AGREEMENT:** You give us a security interest in the Vehicle and all parts or other goods put on the Vehicle; all money or goods received for the Vehicle; and all insurance policies and service contracts financed by You in this contract, and any rebate or refunds which relate to those policies or contracts. This secures payment of all amounts You owe in this contract.
 - USE OF VEHICLE:** You agree to maintain the Vehicle in good condition and obey all laws; keep the Vehicle free from the claims of others; and obtain our written consent prior to transferring Your equity in the Vehicle, subleasing or renting the Vehicle, or taking the Vehicle outside the United States for more than thirty (30) days.
 - WARRANTIES:** If the Vehicle is for personal use and we, or the Vehicle's manufacturer, extend a written warranty or service contract covering the Vehicle within 90 days from the date of the contract, You get implied warranties of merchantability and fitness for a particular purpose covering the Vehicle. Otherwise, You agree that there are no such implied warranties.
 - INSURANCE:** You must insure Yourself and us against loss or damage to the Vehicle and provide us proof of that insurance. We must approve the type and amount of insurance. Whether or not the Vehicle is insured, You must pay for it if it is lost, damaged or destroyed. You agree that we may endorse Your name upon any check or draft representing payment made by an insurance company for a loss related to the Vehicle.
 - DEFAULT:** You will be in default if You do not make a payment when it is due; You do not keep any promise in this contract; You file a bankruptcy petition or one is filed against You; Your Vehicle is seized by any local, state or federal authority; You provided information on the credit application which was not true and accurate; or You breach any promise, representation or warranty You have made in this contract.
- If we repossess Your Vehicle, we may:
- Require You to pay the unpaid Amount Financed, the unpaid and unpaid part of the Finance Charge and all other amounts due; sue You to collect the amount You owe; without the use of force or other breach of the law;

- the price, enter the premises where the Vehicle may be, and lawfully repossess (take back) the Vehicle including equipment or accessories; take goods found in the Vehicle and hold them for You for thirty (30) days; and if You do not claim the goods during that period, we can dispose of them and have no liability to You; and cancel any Credit Life, Credit Disability, Guaranteed Auto Protection Coverage, Extended Warranty or other optional insurance financed by You under this contract and applying the extended premium to Your outstanding balance.
- If we repossess the Vehicle, we will send You a notice. It will state that You may redeem the Vehicle and the amount needed to redeem. You may redeem the Vehicle until we sell it. The money from the sale, less allowed expenses, will be applied to the amount You owe. If there is any money left, we will pay it to You. If the money from the sale is not enough, You will pay what is still owed to us plus interest. If You bought the Vehicle for personal, family or household use and the total amount of credit was \$5,100 or less, You will not be liable for any deficiency. Allowed expenses are those which we are entitled to by law in any state and activity to obtain possession of, recondition, and disposal of the Vehicle after default. If You default, and we hire an attorney who is not one of our salaried employees to collect what You owe, You agree to pay reasonable attorney's fees, not to exceed fifteen percent (15%) of the unpaid balance of this contract and court costs.
- ASSIGNMENT:** You understand that this contract will be assigned to Assignee. Assignee will acquire all of our interest in this contract and in the Vehicle including the right to receive all payments.
 - GENERAL:** Notice to You is sufficient if mailed to Your last address known by us. If the law does not allow a part of this contract, that part will be void. The remaining parts will be enforceable. If there is more than one Buyer, their obligation shall be joint and several. Any delay or omission by us in enforcing our rights shall not act as a waiver.
 - DEFERRED PAYMENTS:** Any change in this contract must be in writing and signed by all the parties, however, if permitted by law, extensions, deferrals and due date changes may be agreed to orally by You and us, and we will send You a written confirmation of our agreement. Interest will continue to accrue until the next payment is received. Any deferral would not extend any purchased insurance coverage You have.
 - GOVERNING LAW:** This contract shall be governed by the laws of the State of Minnesota except, if the Vehicle is repossessed, then the law of the state where the Vehicle is repossessed will govern the repossession. Repossession effected through legal process will be governed by the laws of the state in which such process is brought.

NOTICE: THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

The preceding NOTICE applies if the Vehicle is a used vehicle as shown on the front of this contract and if this contract is a contract of sale under the FTC Used Motor Vehicle Trade Regulation Rule.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies to goods or services obtained primarily for personal, family or household use.

IMPORTANT ARBITRATION DISCLOSURES

The following Arbitration provisions significantly affect Your rights in any dispute with us. Please read this carefully before You sign the contract.

For purposes of the Arbitration provisions, the term "us" refers to the Buyer and Co-buyer, and Creditor and Creditor's successors and assigns.

- If either of us chooses, any dispute between us will be decided by arbitration and not in court.
- If a dispute is arbitrated, each of us will give up the right to a trial by a court or a jury trial.
- You agree to give up any right You may have to bring a class-action lawsuit or class arbitration, or to participate in either as a claimant, and You agree to give up any right You may have to consolidate Your arbitration with the arbitration of others.
- The information that can be obtained in discovery from each other or from third persons in an arbitration is generally more limited than in a lawsuit.
- Other rights that each of us would have in court may not be available in arbitration.

Forum, or its successor, which may be obtained by mail from The Forum, P.O. Box 50191, Minneapolis, Minnesota 55405-0191, or on the Internet at <http://www.arbitration-forum.com>.

Which ever rules are chosen, the arbitrator shall be an attorney or retired judge and shall be selected in accordance with the applicable rules. The arbitrator shall apply the law in deciding the dispute. The arbitration award shall be issued without a written opinion. The arbitration hearing shall be conducted in the federal district in which You reside. If You demand arbitration first, You will pay the claimant's initial arbitration filing fees or case management fees required by the applicable rules up to \$125, and we will pay any additional initial filing fee or case management fee. We will pay the whole filing fee or case management fee if we demand arbitration first. We will pay the arbitration costs and fees for the first day of arbitration, up to a maximum of eight hours. The arbitrator shall decide who shall pay any additional costs and fees. Nothing in this paragraph shall prevent You from requesting that the applicable arbitration entity reduce or waive Your fees, or that we voluntarily pay an additional share of said fees, based upon Your financial circumstances or the nature of Your claim.

Any claim or dispute, whether a contract, tort or otherwise (including any dispute over the interpretation, scope, or validity of this contract, the arbitrability of any issue), between us or Creditor's employees, agents, successors or assigns, which arise out of or relate to this contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract) shall, at the election of either of us (or the election of any such third party), be resolved by a neutral, binding arbitration and not by a court action. Whoever first demands arbitration may choose to proceed under the applicable rules of the American Arbitration Association, or its successor, which may be obtained by mail from the American Arbitration Association, Attn: Customer Service Department, 333 Madison Ave., 10th Floor, NY, NY 10017-4605 or on the Internet at <http://www.adr.org/>; or the applicable rules of JAMS, or its successor, which may be obtained by mail from JAMS, 1920 Main Street, Suite 300, Irvine, CA 92614 or on the Internet at <http://www.jamsadr.com/>, or the applicable rules of the National Arbitration

This contract evidences a transaction involving interstate commerce. Any arbitration under this contract shall be governed by the Federal Arbitration Act (9 USC 1, et seq). Judgement upon the award rendered may be entered in any court having jurisdiction.

Notwithstanding this provision, both You and Creditor and Creditor's successors and assigns retain the right to exercise self-help remedies and to seek provisional remedies from a court, pending final determination of the dispute by the arbitrator. Neither of us waive the right to arbitrate by exercising self-help remedies, filing suit, or seeking provisional remedies from a court. If any provision of this arbitration agreement is found to be unenforceable or invalid, that provision shall be severed and the remaining provisions shall be given full effect as if the severed provision had not been included.

PRIVACY POLICY OF DAIMLERCHRYSLER SERVICES NORTH AMERICA/CHRYSLER FINANCIAL/DCFS TRUST ("we," "us," and "our")

We may also disclose all of the information that we collect, as described above, with other nonaffiliated third parties as permitted by law.

Opting Out of Disclosure
Because we only disclose information to nonaffiliated third parties as permitted by law, or through a joint marketing agreement, opt outs of such disclosures are not required.

Policies and Practices to Protect the Confidentiality and Security of Nonpublic Personal Information
We restrict access to nonpublic personal information about You to those employees, outside contractors, and businesses which jointly market our products and services, who need or may need to know that information to provide products or services to You. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to protect Your nonpublic personal information.

Privacy Policy Changes and Future Disclosures
We may from time to time change our Privacy Policy. Therefore, we reserve the right to disclose any and all information to our affiliates and other nonaffiliated third parties as permitted by law.

ASSIGNMENT

In return for purchase of this Contract, the Seller sells to Assignee: the entire interest in this Contract; and authorizes Assignee to collect and discharge obligations of the Contract and its assignment.

Seller represents and warrants to Assignee that: (a) this Contract arose out of the sale of the disclosed Vehicle; (b) this Contract is legally enforceable against the Buyer; (c) the Buyer has the capacity to contract and paid the downpayment; (d) the Buyer is purchasing the Vehicle for the Buyer's use; (e) the Contract contains an accurate representation of statements made by the Buyer; there is no inaccuracy or misrepresentation in any statement made by or on behalf of the Buyer, including those in the credit application, furnished to Assignee by Seller; (f) all disclosures required by law were made to the Buyer before signing the Contract; (g) no material fact relating to the Vehicle was misrepresented; (h) all insurance documentation will be delivered by the Buyer within legal time limits; (i) there is no fact which invalidates or reduces the value of the Contract; (j) Buyer obtained Physical Damage insurance on the Vehicle per Assignee's requirements; (k) Assignee has a first lien on the Vehicle title; (l) title will be applied for within 10 days of the delivery of the Vehicle; (m) any co-buyers were provided notices required by law; (n) Seller will perform all warranty work that was agreed to with Buyer; and (o) the Seller is licensed as required by law.

Should any of the above representations and warranties prove to be false or incorrect in any respect, and without regard to Seller's knowledge or lack of knowledge, or Assignee's reliance, Seller unconditionally, and with waiver of all defenses, agrees to pay to Assignee immediately on demand the full unpaid balance of this Contract, in principal, interest, costs, expenses, and attorney's fees. Seller further agrees under all circumstances to indemnify, and to save and to hold Assignee, and its parent and affiliates, and its and their officers, employees, agents and attorneys, harmless from any and all liability, costs, and expense (including without limitation, reimbursement of attorney's fees and court costs), resulting from the assertion of any claim, counter-claim, defense, or repoument by Buyer with respect to the Vehicle, the purchase of the Vehicle, the compliance, content, completion and execution of this Contract, or in any way related thereto.

Seller agrees to the initialed paragraph below. If none are initialed, the assignment is made on a "Full Repurchase Obligation" basis.

- Without Recourse or Payment Obligation, except in the circumstances noted above.
- Full Payment Obligation - Should Buyer default under this Contract at any time, Seller unconditionally, and with waiver of all defenses, agrees to pay to Assignee immediately on demand the full unpaid balance owing under this Contract, in principal, interest, costs, expenses, and attorney's fees.
- Limited Payment Obligation - Should Buyer default under this Contract at any time, Seller unconditionally, and with waiver of all defenses and rights of subrogation, agrees to pay Assignee immediately on demand the unpaid principal balance then owed under this Contract up to a maximum of \$ _____, together with all interest, costs, expenses, and attorney's fees that may then be owed by Buyer.
- Full Repurchase Obligation - Should Buyer default under this Contract at any time and Assignee obtains possession of the Vehicle by any means, Seller unconditionally, and with waiver of all defenses, agrees to purchase the Vehicle from Assignee at private sale for an amount equal to the full unpaid balance then owed under this Contract, in principal, interest, costs, expenses, and attorney's fees.
- Limited Repurchase Obligation - Should Buyer default under this Contract during the first _____ months of the Contract term, and Assignee obtains possession of the Vehicle by any means, Seller unconditionally, and with waiver of all defenses, agrees to purchase the Vehicle from Assignee at private sale for an amount equal to the then unpaid balance under the Contract, in principal, interest, costs, expenses and attorney's fees.

ASSIGNMENT

This ASSIGNMENT is attached to and expressly made a part of that certain Retail Installment Contract pertaining to the sale and financing of a motor vehicle (the "Contract") more particularly described as follows:

Date of Contract 3/4/2000 Seller Cori Hinkle Dodge Buyer(s) Erin Obermeyer

FOR VALUE RECEIVED, the Seller identified above ("Seller") hereby sells, assigns and transfers to AmeriCredit Financial Services, Inc., its successors and assigns ("AmeriCredit"), Seller's entire right, title and interest in and to the Contract and authorizes AmeriCredit to do every act and thing necessary to collect and discharge obligations arising out of or incident to the Contract. The Assignment of the Contract shall be WITHOUT RECOURSE to the Seller unless noted below or except in the circumstances set forth herein. Seller acknowledges that, notwithstanding anything to the contrary contained in said Contract, including references in the Contract to assignees other than AmeriCredit, if any, this Assignment shall be effective to transfer Seller's rights in the Contract to AmeriCredit.

Warranties: In order to induce AmeriCredit to accept assignment of the Contract, Seller warrants to AmeriCredit that (1) the Contract is genuine, legally valid and enforceable and arose from the sale of the motor vehicle and other property and services described therein (the "Property"); (2) the Property is as represented to the Buyer(s) described above ("Buyer"); (3) the Buyer has paid the downpayment exactly as stated in the Contract and the downpayment, if paid by check, has cleared a financial institution at time of initial presentment; (4) there is no inaccuracy or misrepresentation in any statements made by or on behalf of Buyer and furnished to AmeriCredit, including those contained in the credit application; (5) all disclosures required by law were properly made to Buyer prior to Buyer signing the Contract; (6) it will file the appropriate title documents within twenty (20) days from the date the Buyer takes possession of the vehicle with the appropriate state/county departments or agencies reflecting AmeriCredit as the first lienholder; (7) no material fact relating to the Property or the Contract was misrepresented to Buyer or omitted from disclosure to Buyer; (8) Seller has the right to assign the Contract to AmeriCredit and a certificate of title to the Property, showing a first lien for the benefit of AmeriCredit, has been or will be applied forthwith if permitted by law; and (9) the acquisition fee or discount, if any, charged by AmeriCredit to Seller in connection with the purchase of the Contract was not separately imposed on the Buyer by the Seller. If there is, as determined solely by AmeriCredit, any breach of any warranty of Seller, without regard to Seller's knowledge or lack of knowledge with respect thereto or AmeriCredit's reliance thereon, Seller hereby agrees unconditionally to repurchase the Contract and/or the Property from AmeriCredit, upon demand, for the full amount then unpaid whether the Contract shall then be, or not be, in default. Seller agrees to indemnify AmeriCredit for any scioff or loss, including attorney's fees and costs, suffered as a result of a claim or defense of Buyer against Seller. Liability of Seller arising out of or incident to this Assignment shall not be affected by waiver, indulgence, compromise, settlement, extension or variation of the terms of the Contract and Seller waives notice of acceptance of this Assignment and notices of non-payment and non-performance of the Contract.

Dealer-Seller Blossie Dale Dodd

By Erin Obermeyer

Date

Assignment of the Contract shall be WITHOUT RECOURSE unless noted below. (Dealer-Seller and AmeriCredit must initial.)

MINNESOTA DEPARTMENT OF PUBLIC SAFETY
DRIVER & VEHICLE SERVICES DIVISION
445 MINNESOTA ST., ST. PAUL, MN 55101
CONFIRMATION OF LIEN PERFECTION - DEBTOR NAME AND ADDRESS

OBERREUTER ERIN ELOISE
2901 HILLSBORO
NEW HOPE MN 55427

First Class
U.S. Postage
PAID
Permit No. 171
St. Paul, MN

*

HZJ236

1ST SECURED PARTY

LIEN HOLDER

02 Year	DODG Make	4DSSP Model	C0930P768 Title NR
1B3EL46X72N191562 VIN		03/04/02 Security Date	NO Rebuilt

RETAIN THIS DOCUMENT - See reverse
side of this form for removing this lien.

AMERICREDIT FINANCIAL SVS
INC
PO BOX 182673
ARLINGTON TX 76096-2673

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

Case No. 04-44272 RJK
Chapter 13

In Re:

Erin E Oberreuter,

Debtor.

VERIFICATION

I, Michael McCullough, an employee of AmeriCredit Financial Services, Inc. named in the foregoing Objection to Confirmation, declare under penalty of perjury that the foregoing is true and correct according to the best of my knowledge, information and belief.

DATED: 10-6, 2004.

SIGNED: Michael McCullough

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In re:

Case No.04-44272 RJK
Chapter 13

Erin E Oberreuter,

Debtor.

***MEMORANDUM IN SUPPORT OF
OBJECTION TO CONFIRMATION***

AmeriCredit submits this memorandum of law in support of its objection to confirmation in the above-entitled matter.

FACTS

AmeriCredit holds a valid, perfected interest in a 2002 Dodge Stratus, VIN 1B3EL46X72N191562 (the "Vehicle").

The balance due to AmeriCredit as of the petition date totals \$23,134.27. The interest rate on the Contract is 15.95%. The fair market value of the Vehicle is \$10,575.00. Accordingly, the claim of AmeriCredit should be treated as secured to the extent of \$10,575.00.

The Plan, however, provides for (i) AmeriCredit's secured claim of \$8,625.00; (ii) total payment on AmeriCredit's secured claim of \$9,703.00; and (iii) monthly payments of \$100.00 commencing in month 1 for 5 months and monthly payments of \$260.00 commencing in month 6 for 36 months.

DISCUSSION

Pursuant to 11 U.S.C. §1325(a)(5), a plan must distribute deferred cash payments equal to the present value of the secured claim. *Rake v. Wade*, 113 S.Ct. 2187, 124 L.Ed.2d 424 (1993). In this case, the Debtor has proposed payments that do not satisfy AmeriCredit's secured claim plus interest at the contract rate. Accordingly, the Plan does not meet the confirmation requisites and should be denied.

CONCLUSION

For all of the reasons set forth herein, AmeriCredit respectfully requests that the Court deny confirmation of Debtor's Chapter 13 Plan.

Dated: October 6, 2004

RIEZMAN BERGER, P.C.

/e/ Marilyn J. Washburn

Marilyn J. Washburn (#0324140)

7700 Bonhomme, 7th Floor

St. Louis, MO 63105

(314) 727-0101

Attorneys for AmeriCredit

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In re:

Case No. 04-44272 RJK

Erin E Oberreuter

Chapter 13

Debtor.

UNSWORN DECLARATION FOR PROOF OF SERVICE

Marilyn J. Washburn, an attorney licensed to practice law in this court, and employed by Riezman Berger, PC, with an office address of 7700 Bonhomme, 7th Floor, St. Louis, MO 63105, declares that on the date set forth below, I served the annexed **Objection to Confirmation** upon each of the entities named below by mailing to each of them a copy thereof by enclosing same in an envelope with first class mail postage prepaid and depositing same in the post office at St. Louis, Missouri addressed to each of them as follows:

United States Trustee
300 South 4th Street, Suite 1015
Minneapolis, MN 55415

(Attorney for Debtor)
Robert J. Hoglund
P.O. Box 130938
Roseville, MN 55113

(Debtor)
Erin E Oberreuter
2901 Hillsboro Avenue North, 113
New Hope, MN 55427

(Trustee)
Jasmine Z. Keller
12 South 6th Street, Suite 310
Minneapolis, MN 55402

And I declare, under penalty of perjury, that the foregoing is true and correct.

Dated: October 6, 2004

Signed: /e/ Marilyn J. Washburn

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

Case No. 04-44272 RJK

In re:

Chapter 13

Erin E Oberreuter,

Debtor.

ORDER

This matter came before this Court for confirmation of the Chapter 13 plan of reorganization of Debtor. Appearances were noted in the record. Based upon all the files and records, the Court makes this Order pursuant to the Federal Rules of Bankruptcy Procedure.

IT IS HEREBY ORDERED, That confirmation of the Chapter 13 plan of Debtor is denied.

Dated: _____

Robert J. Kressel
United States Bankruptcy Judge