

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In Re:

CASE NO. 03-38687 DDO

Christine K. Hanner
SSN XXX-XX-7704
Richard F. Hanner
SSN XXX-XX-9644

CHAPTER 13 CASE

Debtor.

NOTICE OF OBJECTION TO CONFIRMATION OF PLAN

TO: Debtor and other entities specified in Local Rule 3015-3.

1. Real Time Resolutions, Inc. (hereinafter "Secured Creditor") moves the Court for the relief requested below and gives notice of hearing.
2. The Court will hold a hearing on this objection at 10:30 a.m. on March 11, 2004, before the Honorable Dennis D. O'Brien in Courtroom 228A at U.S. Courthouse, 316 North Robert Street, St. Paul, Minnesota.
3. Any reply to this objection must be filed and delivered not later than 10:30 a.m. on March 10, 2004, which is 24 hours before the time set for the hearing, or filed and served by mail not later than March 8, 2004, which is three days before the time set for the hearing. **UNLESS A REPLY OPPOSING THE OBJECTION IS TIMELY FILED, THE COURT MAY SUSTAIN THE OBJECTION WITHOUT A HEARING.**
4. This Court has jurisdiction over this objection pursuant to 28 U.S.C. §§ 157 and 1334, Federal Rule of Bankruptcy Procedure 5005 and Local Rule 1070-1. This proceeding is a core proceeding. The petition commencing this Chapter 13 case was filed December 31, 2003. The case is now pending before this Court.
5. This objection arises under 11 U.S.C. § 1322 and Local Rule 3007-1.

6. As of the time case was filed, Debtor is indebted to Secured Creditor in the amount of \$30,768.89, as evidenced by that certain Promissory Note dated September 15, 1999, together with interest thereon.

7. Debtor's indebtedness is secured by a mortgage on real estate in which Debtor has an interest as evidenced by that certain Mortgage Deed dated September 15, 1999, executed by Christine Katherine Hanner and Richard Frank Hanner, wife and husband, recorded September 24, 1999, as Document No. A 457667, a copy of which is attached hereto as Exhibit "A". The name and address of the original creditor is contained in the attached Exhibit "A".

8. Said plan is objected to on the basis that the plan, as proposed by Debtor, does not provide for payment of the arrears based on the Proof of Claim filed by Secured Creditor.

9. Said plan is also objected to on the basis that Debtor is delinquent in their pre-petition monthly mortgage payments to Secured Creditor for the months of June, 2002 through December, 2003, in the total amount of \$5,430.73, including late charges. Therefore, the plan does not comply with the provision of Chapter 13 of the Bankruptcy Code, as contemplated by 11 U.S.C. § 1325(a)(1).

10. The plan, as proposed, is not made in good faith by Debtor.

11. Therefore, it is requested that the Court deny confirmation of Debtor's plan.

Dated this 25th day of March, 2004.

WILFORD & GESKE

By /e/ James A. Geske
James A. Geske
Attorneys for Secured Creditor
7650 Currell Blvd., Suite 300
Woodbury, Minnesota 55125
651-209-3300
Attorney Reg. No. 14969X

THIS COMMUNICATION IS FROM A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

56032

Registration tax of \$ 66.41 paid
Treasurer's Receipt No. 317078
Conservation Fee Paid

[Signature]
County Treasurer
County Auditor

Doc. No. A 457667
OFFICE OF THE COUNTY RECORDER
SCOTT COUNTY, MINNESOTA

Certified Filed and/or Recorded on
09-24-1999 at 12:30 [] AM [X] PM

Pat Boehman, County Recorder 01
by *[Signature]* Deputy Fee: \$29.50



STATUTORY MORTGAGE

MINNESOTA

ABSTRACT

00890/21/00001

THIS STATUTORY MORTGAGE (the "Mortgage"), made this 15th day of September, 1999 between CHRISTINE ESTHER BARNER AND EDWARD FRANK BARNER, WIFE AND HUSBAND with an address at 16009 SAINT PAUL AVE SE, PRIDE LAKE, MN 56273 (collectively the "Mortgagor"), and U.P. BANK NATIONAL ASSOCIATION ND having its office at 4325 - 17TH AVENUE SW, FARGO, ND 58103 (the "Mortgagee");

WITNESSETH

To secure the payment of Twenty Six Thousand Seven Hundred And 00/100 Dollars, (\$ 26,700.00) payable on 09/15/19 September 15, 1999 from CHRISTINE E. BARNER under the terms of that certain note dated

to Mortgagee in the amount of Twenty Six Thousand Seven Hundred And 00/100 Dollars, (\$ 26,700.00) (collectively the "Borrower") and all renewals and modifications of that note (the "Note"), together with interest thereon. If the principal amount secured by this Mortgage is less than the principal amount of the Note, then this Mortgage secures the principal balance of the Note outstanding at anytime only to the extent that the principal balance does not exceed that lesser amount secured.

The Note secured hereunder is (check one):

- A promissory note, the proceeds of which may not be readvanced following payment; or
- A revolving credit note or agreement under which advances, payments and readvances may be made from time to time, provided that the maximum principal amount which at any one time may be outstanding on the Note and may be secured by the Mortgage is \$. The Mortgagor shall not be obligated to satisfy the Mortgage until all amounts outstanding on the Note have been repaid and the Mortgagor's right, if any, to obtain additional advances under the Note has been permanently terminated.

Mortgage. Mortgagor hereby mortgages to Mortgagee the tract of land lying in the County of SCOTT State of Minnesota, legally described as follows, to wit:

SEE ATTACHMENT (A) A FOR LEGAL DESCRIPTION

PROPERTY COMMONLY KNOWN AS: SCOTT COUNTY

16009 SAINT PAUL AVE SE
PRIDE LAKE, MN 56273

together with all (tenements, easements, hereditaments, privileges, minerals and mineral rights, water and water rights, buildings, fixtures and improvements now or hereafter erected or located on the above-described land (hereinafter referred to as the "Mortgaged Premises").

1. Statutory Covenants. Mortgagor makes and includes in this Mortgage the Statutory Covenants and other provisions set forth in Minnesota Statutes Section 507.15 or any future Minnesota Statute providing for a statutory form of real estate mortgage and the Mortgagor covenants with the Mortgagee the following Statutory Covenants:

- (a) To warrant title to the Mortgaged Premises, subject only to LIENS AND ENCUMBRANCES OF RECORD
- (b) To pay the indebtedness as herein provided, if the Mortgagor is the Borrower.
- (c) To pay all taxes.
- (d) To keep all buildings insured against fire for an amount not less than the full replacement cost but in any event not less than the unpaid amount of the Note secured by this Mortgage and all prior mortgages (if any) and against other hazards for the amounts specified by Mortgagee for the protection of the Mortgagee, including, but not limited to, lightning, hazards under the usual extended coverage endorsements, and all other hazards and risks of direct physical loss occasioned by any cause whatsoever, subject only to the exceptions and exclusions, if any, agreed to by Mortgagee. All such policies shall name Mortgagee as loss payee under the so-called standard mortgage clause, contain no pro rata reduction provisions and provide for not less than thirty (30) days' notice to Mortgagee of cancellation of said policy.
- (e) That the Mortgaged Premises shall be kept in repair and no waste shall be committed.
- (f) That the whole of the principal sum shall become due after default in the payment of any installment of principal or interest, or of any tax, or in the performance of any any other covenant, at the option of the Mortgagee.

EXHIBIT A
Page 1 of 1

2. Additional Covenants and Agreements of Mortgagor. The Mortgagor makes the following additional covenants and agreements with the Mortgagee:

- (a) Any award of damages under condemnation or payment in lieu thereof for injury to or the taking of all or any part of the Mortgaged Premises are hereby assigned to the Mortgagee with authority to apply the proceeds to the amounts outstanding on the Note. All such proceeds shall be applied first to accrued interest, if any, and then to the principal amount outstanding on the Note, and if the principal amount is payable in installments, said proceeds, after payment of accrued interest, shall be applied to said installments in the inverse order of their maturity.
- (b) Any proceeds of any insurance payable by reason of loss or damage to the Mortgaged Premises are hereby assigned and shall be paid to the Mortgagee with authority to apply the proceeds to the amounts outstanding on the Note. All such proceeds shall be applied first to interest, if any, and then to the principal amount outstanding, and if the principal amount is payable in installments, said proceeds after payment of accrued interest, shall be applied to said installments in the inverse order of their maturity.
- (c) Mortgagor will hold Mortgagee harmless from all costs and expenses in connection with establishing the priority of this Mortgage and if the Mortgagee becomes a party to any mechanics lien suit or other proceeding relating to the Mortgaged Premises or to this Mortgage, the Mortgagor will reimburse the Mortgagee for the Mortgagee's reasonable attorney's fee, costs and expenses in connection with said suit or proceeding.
- (d) Mortgagor will not sell, convey, mortgage, pledge, grant a security interest in, or otherwise transfer or encumber all or any part of the Mortgaged Premises or any interest therein without the prior written consent of the Mortgagee.
- (e) Mortgagor will pay the principal and interest, when due, on prior mortgages and other similar encumbrances, if any.
- (f) Mortgagor will promptly pay when due all charges for utilities or other services to the Mortgaged Premises including, but not limited to, electricity, water, gas, telephone, sanitary sewer and trash and garbage removal supplied and will, upon request of Mortgagee, provide evidence of such payment.
- (g) The insurance carrier providing the insurance described in paragraph 1 (d) above shall be subject to the approval by Mortgagee, which approval shall not be unreasonably withheld.
- (h) Mortgagee or its agent may inspect the Mortgaged Premises at any reasonable time with reasonable notice to the Mortgagor specifying reasonable causes for the inspection.
- (i) Mortgagor agrees upon Mortgagee's request to obtain and deliver at Mortgagor's expense an updated appraisal of the Mortgaged Premises in form and content and by an appraiser acceptable to Mortgagee at any time that either (a) an Event of Default shall have occurred hereunder, or (b) Mortgagee determines in its sole opinion that the security for the loan evidenced by the Note has been materially impaired in any manner, including without limitation by a change in market conditions or a change in the physical condition of the Mortgaged Premises.

3. Payment by Mortgagee. In case of failure by Mortgagor to pay taxes and assessments, prior liens or encumbrances, expenses and attorneys' fees as above specified, or to insure said buildings, improvements, and fixtures and deliver the policies as aforesaid, the Mortgagee may pay such taxes, assessments, prior liens, expenses and attorneys' fees and interest thereon, or obtain such insurance, and the sums so paid shall bear interest from the date of such payment at the same rate set forth in the Note, and shall be impressed as an additional lien upon the Mortgaged Premises and be immediately due and payable from the Mortgagor to the Mortgagee, and this Mortgage shall from date thereof secure the repayment of such advances with interest.

4. Event of Default/Acceleration of Maturity. Mortgagor agrees that at the option of the Mortgagee and in addition to Mortgagee's right to accelerate the maturity of the indebtedness secured hereby as set forth above in the Statutory Covenants, the entire remaining principal balance plus accrued interest shall become due and payable in full upon the occurrence of any of the following (each of which is herein referred to as an "Event of Default"):

- (i) A default by Mortgagor under the terms of the Note; or
- (ii) The default by Mortgagor in the performance of any other terms or covenants contained herein or in the Note or contained in any other agreement between Mortgagor and Mortgagee.

5. Covenants and Agreements of Mortgagee. If, and only if, this Mortgage secures the repayment of a "conventional loan" within the meaning of Minnesota Statutes, Section 47.20, then Mortgagee, in consideration of the execution and delivery of this Mortgage, hereby covenants and agrees:

- (a) To furnish Mortgagor with a conformed copy of this Mortgage and the Note, at a time no later than a reasonable time after recordation of this Mortgage;
- (b) That if Mortgagee intends to foreclose this Mortgage, it will give the Mortgagor written notice of the occurrence of an Event of Default (unless the default shall consist of the Mortgagor selling, conveying, or otherwise transferring all or any part of the Mortgaged Premises without the written consent of the Mortgagee, in which case no notice shall be required) under the terms or conditions of the Note or this Mortgage by sending the notice by certified mail to the address of the Mortgaged Premises, or the address of the Mortgagor indicated above, or such other address as the Mortgagor may subsequently designate to Mortgagee. Such notice shall contain the following provisions:
 - (i) The nature of the default by the Mortgagor;
 - (ii) The action required to cure the default;
 - (iii) A date, not less than 30 days from the date the notice is mailed, by which the default must be cured;
 - (iv) That failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by the Mortgage and sale of the Mortgaged Premises;
 - (v) That the Mortgagor has the right to reinstate this Mortgage after acceleration; and
 - (vi) That the Mortgagor has the right to bring a court action to assert the inexistence of a default or any other defense of the Mortgagor to acceleration and sale.

6. **Statutory Power of Sale, Waiver and Agreement.** At maturity, whether at the stated time or prior thereto by the acceleration of maturity pursuant hereto, Mortgagee (in addition to any other remedies provided for herein or which it may have at law or equity) shall have the statutory power of sale, and on foreclosure may retain statutory costs and attorneys' fees.

MORTGAGOR HEREBY: EXPRESSLY CONSENTS TO THE FORECLOSURE AND SALE OF THE MORTGAGED PREMISES BY ACTION PURSUANT TO MINNESOTA STATUTES CHAPTER 581 OR, AT THE OPTION OF MORTGAGEE, BY ADVERTISEMENT PURSUANT TO MINNESOTA STATUTES CHAPTER 580, WHICH PROVIDES FOR SALE AFTER SERVICE OF NOTICE THEREOF UPON THE OCCUPANT OF THE MORTGAGED PREMISES AND PUBLICATION OF SAID NOTICE AS REQUIRED BY LAW IN THE COUNTY IN MINNESOTA WHERE THE MORTGAGED PREMISES IS SITUATED; ACKNOWLEDGES THAT SERVICE NEED NOT BE MADE UPON MORTGAGOR PERSONALLY (UNLESS MORTGAGOR IS AN OCCUPANT) AND THAT NO HEARING OF ANY TYPE IS REQUIRED IN CONNECTION WITH THE SALE; AND EXCEPT AS MAY BE PROVIDED IN SAID STATUTES, EXPRESSLY WAIVES ANY AND ALL RIGHT TO PRIOR NOTICE OF SALE OF THE MORTGAGED PREMISES AND ANY AND ALL RIGHTS TO A PRIOR HEARING OF ANY TYPE IN CONNECTION WITH THE SALE OF THE MORTGAGED PREMISES.

7. **Miscellaneous.** This Mortgage shall be governed by and construed in accordance with the laws of the State of Minnesota. All covenants and agreements by Mortgagor in this Mortgage shall bind Mortgagor and Mortgagor's heirs, successors and assigns and shall inure to the benefit of Mortgagee and its successors and assigns, whether so expressed or not. Any forbearance by Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be a waiver of Mortgagee's right to accelerate the maturity of the indebtedness secured by the Mortgage. In the event any provision hereof is determined to be unenforceable or invalid, such provision or such part thereof as may be unenforceable or invalid shall be deemed severed from this Mortgage and the remaining provisions carried out with the same force and effect as if the severed provisions or part thereof had not been made a part hereof.

MORTGAGOR(S)
Kristine Katherine Hamner 9-15-99
KRISTINE KATHERINE HAMNER Date

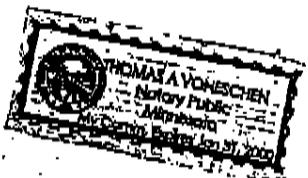
Richard Frank Hamner 9-15-99
RICHARD FRANK HAMNER Date

_____ Date

STATE OF Minnesota }
COUNTY OF Scott } SS.

The foregoing instrument was acknowledged before me this 15th day of September, 1999
by KRISTINE KATHERINE HAMNER AND RICHARD FRANK HAMNER, WIFE AND HUSBAND

Thomas A. VonSchen
Notary Public



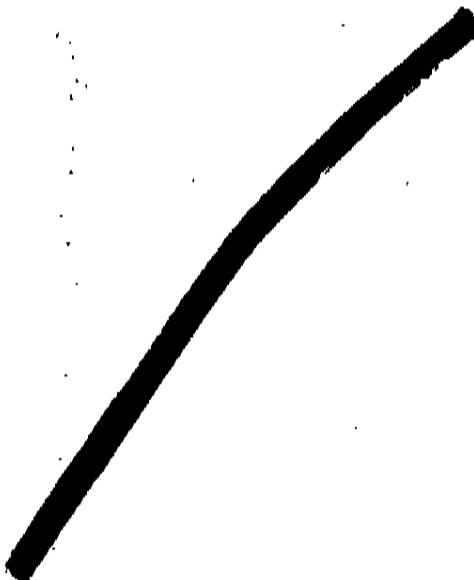
This Instrument was Drafted By:
U.S. Bank
P.O. Box 2687
Fargo, ND 58108-2687

Return recorded document to:
U.S. Bank
Attn: Lien Perfection Dept.
P.O. Box 2687
Fargo, ND 58108-2687

CHRISTINE K. HANSEN
6620010749338001

ATTACHMENT A
Property Description

LOTS 32 & 33, BLOCK 2, COSTELLO'S ADDITION TO PRICH LAKES,
SCOTT COUNTY, MINNESOTA.



**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In Re:

CHAPTER 13 CASE

Christine K. Hanner
SSN XXX-XX-7704
Richard F. Hanner
SSN XXX-XX-9644

CASE NO. 03-38687 DDO

Debtor.

**UNSWORN DECLARATION
FOR PROOF OF SERVICE**

Diana Waletzko, employed by Wilford & Geske, attorneys licensed to practice law in this Court, with office address at 7650 Currell Blvd., Suite 300, Woodbury, Minnesota, declares that on March 25, 2004, I served the annexed Notice of Objection to Confirmation of Plan and proposed Order Denying Confirmation of Plan to each person referenced below, a copy thereof by enclosing the same in an envelope with first class mail postage prepaid and depositing the same in the post office at Woodbury, Minnesota addressed to each of them as follows:

Christine K. Hanner
Richard F. Hanner
16009 St. Paul Avenue SE
Prior Lake, MN 55372

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

Robert J. Wendling
Wendling & Associates
201 W Burnsville Pkwy, Suite 106
Burnsville, MN 55337

U.S. Trustee
1015 U.S. Courthouse
300 South 4th Street
Minneapolis, MN 55415

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

Dated this 25th day of March, 2004.

/e/ Diana Waletzko
Diana Waletzko

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In Re:

**ORDER DENYING CONFIRMATION
OF PLAN**

Christine K. Hanner
SSN XXX-XX-7704
Richard F. Hanner
SSN XXX-XX-9644

Debtor.

CASE NO. 03-38687 DDO

This Chapter 13 Case came on before the Court on March 11, 2004, for hearing on Debtor's plan of debt adjustment. Appearances were as noted in the record. Upon the record made at hearing, and all other files and records in this case,

IT IS HEREBY ORDERED that confirmation of Debtor's plan of debt adjustment, as filed December 31, 2003, is denied.

Dated: _____
Judge of Bankruptcy Court