

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In re:

Case No.: BKY 04-34212

LINDA C. ANDERSON,

Debtor.

Chapter 7 Case

**NOTICE OF HEARING
AND
MOTION OBJECTING TO CLAIMED EXEMPTIONS**

TO: The debtor and other entities specified in Local Rule 9013-3.

Paul W. Bucher, the trustee in bankruptcy in this case (the "trustee"), moves the Court for the relief requested below and gives notice of hearing.

1. The Court will hold a hearing on this Motion at 11:30 a.m. on October 25, 2004, in Courtroom No. 228B, at the United States Courthouse, at 316 North Robert Street, in St. Paul, Minnesota.

2. Any response to this Motion must be filed and delivered not later than 11:30 a.m. on October 20, 2004, which is three days before the time set for the hearing (excluding Saturdays, Sundays and holidays), or filed and served by mail not later than October 14, 2004, which is seven days before the time set for the hearing (excluding Saturdays, Sundays and holidays). **UNLESS A RESPONSE OPPOSING THE OBJECTION IS TIMELY FILED, THE COURT MAY GRANT THE OBJECTION WITHOUT A HEARING.**

3. This Court has jurisdiction over this Motion pursuant to Sections 157 and 1334 of Title 28 of the United States Code, Rule 5005 of the Federal Rules of Bankruptcy Procedure, and Local Rule 1070-1. This proceeding is a core proceeding. The petition commencing this Chapter 7 case was filed on July 20, 2004. This case is now pending in this court.

4. This Motion arises under Section 522 of the United States Bankruptcy Code (11 U.S.C. §522), Rule 4003 of the Federal Rules of Bankruptcy Procedure, and Local Rule 4003-1(a). This Motion is filed under Rules 9013 and 9014 of the Federal Rules of Bankruptcy Procedure and Local Rules 9013-1, 9013-2, 9013-3 and 9013-5. The trustee requests relief with respect to objections to certain property claimed as exempt by the debtor.

5. The debtor has elected to claim property as exempt under Section 522(b)(1) of the United States Bankruptcy Code. See the attached Schedule C filed in this case.

6. The debtor has claimed the following assets as exempt under the following statute: Citizens Pension Plan awarded to Debtor by QDRO and Pension Annuity from Employer National Western Life Insurance Company #0100767721, also described as a 403b Tax Sheltered Annuity

under 11 U.S.C. §522(d)(10)(E). A copy of the Qualified Domestic Relations Order for Citizens Pension Plan is attached to this motion as Exhibit A and a copy of Endorsement 01-4253-04 from the National Western Life Insurance Company and a statement dated December 31, 2003 is attached to this motion as Exhibit B. This statute states that “a payment under a stock bonus, pension, profit sharing, annuity, or similar plan or contract on account of illness, disability, death, age, or length of service, to the extent reasonably necessary for the support of the debtor and any dependent of the debtor” is exempt. In this case, the trustee objects to the claimed exemptions on the grounds that the retirement accounts are not reasonably necessary for the support of the debtor or the debtor’s dependents. The debtor is age 55, is currently employed as a nurse, and has at least 10 plus years to work to rebuild her retirement accounts. The debtor also is entitled to \$1,000.00 per month permanent maintenance from her ex-husband, which could be used toward rebuilding her retirement and will support her in retirement, along with Social Security. A copy of page 7 of the Findings of Fact, Conclusions of Law, Order for Judgment and Judgment dated February 7, 2002 is attached to this motion as Exhibit C. The trustee also objects on the grounds that the Citizens Pension Plan awarded to the Debtor by QDRO does not qualify as a payment under a pension on account of illness, disability, death, age or length of service of the debtor.

7. The debtor has also claimed the Pension Annuity from Employer National Western Life Insurance Company #0100767721, also described as a 403b Tax Sheltered Annuity (previously listed above) as not property of the bankruptcy estate under 11 U.S.C. §541(c)(2). The trustee objects to this claimed exemption on the grounds that the trustee has insufficient information to determine if this 403(b) is actually held in a trust as required under this statute. See, *Rhiel v. Adams (In re Adams)*, 302 B.R. 535 (6th Cir. BAP 2003).

8. If oral testimony is necessary at the hearing, the trustee will call the debtor: Linda C. Anderson, 518 Woodland Ave., Fairmont, MN 56031, who will testify concerning the Citizens Pension Plan awarded to Debtor by QDRO and Pension Annuity from Employer National Western Life Insurance Company #0100767721, also described as a 403(b) Tax Sheltered Annuity, and any other matters, if necessary. The trustee reserves the right to call other witnesses as further information becomes available.

Wherefore, the trustee moves the Court for an order denying the above exemptions claimed by the debtors, and such other relief as the Court finds just and equitable.

Dunlap & Seeger, P.A.

Dated: October 1, 2004

By: /e/ Paul W. Bucher

Paul W. Bucher

Registration No. 123237

Attorneys for Trustee

206 South Broadway, Suite 505

Post Office Box 549

Rochester, Minnesota 55903-0549

Telephone: (507) 288-9111

VERIFICATION

I, Paul W. Bucher, the trustee in bankruptcy in this case and the moving party named in the foregoing Notice of Hearing and Motion Objecting to Claim of Exemption, declare under penalty of perjury that the foregoing is true and correct according to the best of my knowledge, information and belief.

Executed on October 1, 2004

/e/ Paul W. Bucher

Paul W. Bucher

206 South Broadway, Suite 505

Rochester, Minnesota 55904

In re LINDA C ANDERSON

Debtor.

Case No. _____

(If known)

SCHEDULE C - PROPERTY CLAIMED AS EXEMPT

Debtor elects the exemption to which debtor is entitled under:

(Check one box)

- 11 U.S.C. § 522(b)(1) Exemptions provided in 11 U.S.C. § 522(d). **Note: These exemptions are available only in certain states.**
- 11 U.S.C. § 522(b)(2) Exemptions available under applicable nonbankruptcy federal laws, state or local law where the debtor's domicile has been located for the 180 days immediately preceding the filing of the petition, or for a longer portion of the 180-day period than in any other place, and the debtor's interest as a tenant by the entirety or joint tenant to the extent the interest is exempt from process under applicable nonbankruptcy law.

DESCRIPTION OF PROPERTY	SPECIFY LAW PROVIDING EACH EXEMPTION	VALUE OF CLAIMED EXEMPTION	CURRENT MARKET VALUE OF PROPERTY, WITHOUT DEDUCTING EXEMPTIONS
1997 CHRYSLER SEBRING; 110,740 MILES; GOOD CONDITION; BLUE BOOK	11 USC § 522(d)(2)	2,775.00	3,330.00
	11 USC § 522(d)(5)	555.00	
ACCRUED WAGES; LAKEVIEW METHODIST HEALTH CARE, FAIRMONT MN	11 USC § 522(d)(5)	465.00	465.00
CHECKING ACCOUNT AT PROFINIUM BANK, FAIRMONT, MN;	11 USC § 522(d)(5)	240.00	240.00
CITIZENS PENSION PLAN; AWARDED TO DEBTOR BY QDRO; MARTIN COUNTY COURT FILE F8-01-96; NO CASH VALUE;	11 USC § 522(d)(10)(E)	0.00	0.00
FEDERAL AND STATE INCOME TAX WITHHELD FROM WAGES THAT MAY BE REFUNDED	11 USC § 522(d)(5)	600.00	600.00
HOMESTEAD LOCATED AT 518 WOODLAND AVE, FAIRMONT, MN, LEGALLY DESCRIBED AS: THE WEST 45 FEET OF LOT 20, BLOCK 2, LAKE PARK ADDITION TO THE CITY OF FAIRMONT, MARTIN COUNTY, MINNESOTA	11 USC § 522(d)(1)	8,998.00	60,000.00
MAINTENANCE OWED BY EX SPOUSE	11 USC § 522(d)(10)(D)	9,200.00	9,200.00
MISC HOUSEHOLD GOODS AND FURNISHINGS	11 USC § 522(d)(3)	5,000.00	5,000.00
MISC JEWELRY	11 USC § 522(d)(4)	100.00	100.00
MISC WEARING APPAREL	11 USC § 522(d)(3)	50.00	50.00
OLD SNOWBLOWER	11 USC § 522(d)(5)	25.00	25.00

In re **LINDA C ANDERSON**

Debtor.

Case No. _____

(If known)

SCHEDULE C - PROPERTY CLAIMED AS EXEMPT

DESCRIPTION OF PROPERTY	SPECIFY LAW PROVIDING EACH EXEMPTION	VALUE OF CLAIMED EXEMPTION	CURRENT MARKET VALUE OF PROPERTY, WITHOUT DEDUCTING EXEMPTIONS
PENSION ANNUITY FROM EMPLOYER; NATL WESTERN LIFE INS CO; 0100767721; NOT PART OF BANKRUPTCY ESTATE UNDER 541(C)(2)	11 USC § 522(d)(10)(E)	3,437.00	9,904.00
	11 USC § 522(d)(5)	6,467.00	
US SAVINGS BONDS; EE SERIES; \$2100 FACE VALUE; AWARDED IN DIVORCE	11 USC § 522(d)(5)	1,000.00	1,000.00

SEP 25 2003

STATE OF MINNESOTA

IN DISTRICT COURT

COUNTY OF MARTIN

FIFTH JUDICIAL DISTRICT
FAMILY COURT DIVISION

Court File No. F8-01-96

COURT

In Re the Marriage of:

Linda Christene Anderson,

Petitioner,

and

Steven Duane Anderson,

Respondent.

**QUALIFIED DOMESTIC
RELATIONS ORDER FOR
CITIZENS PENSION PLAN**

IT IS HEREBY ORDERED AS FOLLOWS:

1. **Effect of This Order as a Qualified Domestic Relations Order:** This Order creates and recognizes the existence of an Alternate Payee's right to receive a portion of the Participant's benefits payable under an employer sponsored defined benefit pension plan that is qualified under Section 401 of the Internal Revenue code (the "Code") and the Employee Retirement Income Security Act of 1974 ("ERISA"). It is intended to constitute a Qualified Domestic Relations Order ("QDRO") under Section 414(p) of the Code and Section 206(d)(3) of ERISA.

2. **Participant Information:** The name, last known address, social security number and date of birth of the plan "Participant" is:

Name: Steven Duane Anderson
Address: 209 Emma Street, Sarnia, Ontario N7T 2Z6
SSN: 479-60-4233
Date of Birth: July 5, 1947

3. **Alternate Payee Information:** The name, last known address, social security number and date of birth of the "Alternate Payee" is:

Name: Linda Christene Anderson
Address: 518 Woodland Avenue, Fairmont, MN 56031
SSN: 482-56-5879
Date of Birth: December 30, 1949

The Alternate Payee shall have the duty to notify the plan administrator in writing of any changes in her mailing address subsequent to the entry of this Order.

4. **Plan Name:** The name of the Plan to which this Order applies is the **Citizens Pension Plan** (hereinafter referred to as "Plan"). Further, any successor plan to the Plan or any other plan(s), to which liability for provision of the Participant's benefits described below is incurred, shall also be subject to the terms of this Order.

Any changes in Plan Administrator, Plan Sponsor or name of the Plan shall not affect Alternate Payee's rights as stipulated under this Order.

5. **Pursuant to State Domestic Relations Law:** This Order is entered pursuant to the authority granted in the applicable domestic relations laws of the State of Minnesota.
6. **For Provision of Marital Property Rights and/or Spousal Support:** This Order relates to the provision of marital property rights to the Alternate Payee as a result of the Order of Dissolution between Participant and Alternate Payee.
7. **Amount of Alternate Payee's Benefit Based on a "Percentage" of Participant's Accrued Benefit:** This Order assigns to Alternate Payee an amount equal to the actuarial equivalent of 100% of the Participant's Accrued Benefit under the Plan as of July 18, 2003.

Notwithstanding the language set forth above in this Section 7, in the event the Alternate Payee becomes entitled to a Qualified Pre-retirement Survivor Annuity under Section 9 of this Order, then the Alternate Payee's right to a share of the Participant's benefits as called for under this Section 7 shall be terminated as of the date of such Participant's death, and such pre-retirement survivor annuity shall be payable to the Alternate Payee in lieu of any other benefits to which she may be entitled under this Order.

8. **Commencement Date and Form of Payment to Alternate Payee:** The Alternate Payee may elect to commence her benefits under the Plan as of the earliest retirement date on which the Participant is eligible to commence benefits under the Plan. The Alternate Payee may elect to receive her benefits in any one of the allowable benefit options permitted under the terms and provisions of the Plan, other than a Qualified Joint & Survivor Annuity with her current spouse as beneficiary.

Separate Interest Approach: The form of benefit elected by the Alternate Payee is to be based on the life expectancy of such Alternate Payee. Any actuarial adjustment which might be necessary to convert Alternate Payee's benefits to one based on her lifetime should be applied to the Alternate Payee's benefits.

Further, should any early commencement reduction be necessary in the event that the Alternate Payee commences her benefits prior to Participant's Normal Retirement Date, then such reduction shall be applied to Alternate Payee's benefits in accordance with applicable Plan provisions.

9. **Treatment of Alternate Payee as Surviving Spouse for Purposes of Determining Qualified Pre-retirement Survivor Annuity as Such Term is defined in Section 417 of the Code:** In the event that the Participant predeceases the Alternate Payee, and neither the Participant nor the Alternate Payee has commenced their benefits under the Plan, such Alternate Payee shall be designated as the surviving spouse of the Participant for purposes of establishing Alternate Payee's entitlement to receipt of this monthly pre-retirement survivor annuity. For purposes of determining the eligibility for such surviving spouse benefits, the Alternate Payee and the Participant have satisfied the One (1) year marriage requirement as enumerated in Sections 401(a)(11) and 417(d) of the Code and as may be required under the provisions of the Plan.

This designation applies to any pre-retirement survivor annuity benefits that are attributable to the Participant's Accrued Benefit as set forth in accordance with Section 7, above. The Alternate Payee shall be treated as a surviving spouse of such Participant for purposes of any pre-retirement surviving spouse annuity benefits that are attributable to such Accrued Benefit, and any such subsequent spouse of the Participant shall not be treated as a spouse of the Participant for such purposes. However, an eligible subsequent spouse of the Participant, if any, may receive the remainder of any pre-retirement surviving spouse annuity benefits payable under the Plan.

In the event that the costs associated with providing this pre-retirement survivor annuity coverage are not fully subsidized on behalf of the Participant by the employer, then Participant must make an affirmative election for such pre-retirement survivor annuity coverage in a timely manner and in accordance with his employer's election procedures.

10. **Death of Alternate Payee:** In the event the Alternate Payee predeceases the Participant prior to the commencement of her benefits, the Alternate Payee's portion of Participant's benefits, as stipulated herein, shall revert to the Participant. Should the Alternate Payee predecease the Participant after her benefit commencement date, then such remaining benefits, if any, shall be paid in accordance with the form of benefit elected by such Alternate Payee.

11. ~~Savings clause. This Order is not intended, and shall not be construed in such a manner as to require the Plan:~~

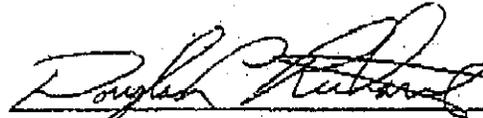
- (a) to provide any type or form of benefit option not otherwise provided under the terms of the Plan;
- (b) to require the Plan to provide increased benefits determined on the basis of actuarial value; or
- (c) to require the payment of any benefits to the Alternate Payee that are required to be paid to another alternate payee under another order that was previously deemed to be a QDRO.

12. **Certification of Necessary Information:** All payments made pursuant to this Order shall be conditioned on the certification by the Alternate Payee and the Participant to the Plan Administrator of such information as the Plan Administrator may reasonably require from such parties to make the necessary calculation of the benefit amounts contained herein.

13. **Continued Qualified Status of Order:** It is the intention of the parties that this QDRO continue to qualify as a QDRO under Section 414(p) of the Internal Revenue Code, as it may be amended from time to time, and that the Plan Administrator shall reserve the right to reconfirm the qualified status of the Order at the time benefits become payable hereunder.
14. **Tax Treatment of Distributions Made Under This Order:** For purposes of Sections 402(a)(1) and 72 of the Internal Revenue Code, any Alternate Payee who is the spouse or former spouse of the Participant shall be treated as the distributee of any distribution or payments made to the alternate Payee under the terms of this Order, and as such, will be required to pay the appropriate federal income taxes on such distribution.
15. **Continued Jurisdiction:** The Court shall retain jurisdiction with respect to this Order to the extent required to maintain its qualified status and the original intent of the parties as stipulated herein.

Dated: Sept 24th, 2003

BY THE COURT:



Douglas L. Richards
Judge of District Court

STATE OF MINNESOTA, COUNTY OF MARTIN
CERTIFIED TO BE A TRUE AND CORRECT COPY OF THE ORIGINAL
ON FILE AND OF RECORD IN MY OFFICE.
DATED September 26, 2003
CORRINE BELMONT, COURT ADMINISTRATOR
BY Barbara K. Hyle DEPUTY

Schedule A19

**CITIZENS PENSION PLAN
AS AMENDED AND RESTATED EFFECTIVE JANUARY 1, 1997
PENSION BENEFIT CALCULATION - FRONTIER COMMUNICATIONS OF MINNESOTA, INC.**

Name: <u>Steven Anderson</u>	SSN: <u>479-60-4233</u>	Appendix: 19s2
Alt. Payee: <u>Linda Anderson</u>	AP SSN: <u>482-56-5879</u>	
Ptp. DOB: <u>07/05/1947</u>	Hire: <u>08/18/1975</u>	Norm Ret: <u>7/5/2012</u> Severance: <u>12/31/2003</u>
AP DOB: <u>12/30/1949</u>		Service Ends: <u>12/31/2003</u> BCD: <u>12/31/2003</u>

1a). Age at BCD:	56 years and 5 months
1b). Alternate Payee Age at BCD:	54 years and 0 months
2. Years of Service:	26 years 0 months
3. Frozen Monthly Benefit:	\$ <u>706.58</u>
4. Early Retirement Reduction (7 months early)	<u>97.9000%</u>
5. Monthly Early Accrued Benefit:	\$ <u>691.74</u>
6a). Actuarial Adjustment Factor based on Alternate Payee's Date of Birth:	<u>0.9646</u>
6b). Monthly Accrued Benefit Payable At BCD to Alternate Payee (5*6a):	\$ <u>667.26</u>

5. Certain & Life Options:	<u>Factor</u>		
(A) Life Only	<u>1.0000</u>	times MEAB	\$ <u>667.26</u>
(B) Life Annuity with Ten Year Certain	<u>0.9500</u>	times MEAB	\$ <u>633.90</u>

6. Joint and Survivor Options, based upon beneficiaries' birthdate of: n/a

	<u>no spousal info supplied</u>		<u>Employee</u>	<u>Survivor</u>
(A) Joint and 100% Survivor	<u>0.0000</u>	times MEAB	<u>\$0.00</u>	<u>\$0.00</u>
(B) Joint and 75% Survivor	<u>0.0000</u>	times MEAB	<u>\$0.00</u>	<u>\$0.00</u>
(B) Joint and 50% Survivor	<u>0.0000</u>	times MEAB	<u>\$0.00</u>	<u>\$0.00</u>

7. Lump Sum Option (basis: not offered)

<u>0.0000</u>	times	\$ <u>667.26</u>	times 12 =	<u>\$0.00</u>
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8. Social Security Leveling Option - N/A

(A) Amount payable from Pension Plan until 07/31/2012	<u>\$0.00</u>
(B) Amount payable from Pension Plan on and after 08/01/2012	<u>\$0.00</u>

* The amounts listed above are merely an estimate, subject to final review and correction by the Pension Plan Committee to ensure benefits paid are in compliance with the Citizens Pension Plan Document.

Reviewed / Prepared By:
Susan Federico

Pension Specialist (203) 614-5207

Citizens Utilities H.R.



JULY 22, 2004

LINDA C ANDERSON
518 WOODLAND AVE
FAIRMONT MN 56031-2157

SUBJECT: SECTION 403B TAX SHELTERED ANNUITY - 0100767721

We are required to provide you updated information regarding your Section 403b Tax-Sheltered annuity in order to comply with Federal Regulations. The enclosed Endorsement **01-4253-04** (titled **NOTICE**), which provides these regulations, should be attached to your National Western Life annuity contract. The endorsement explains the regulations that must be used for the administration of your contract.

We appreciate the opportunity of providing this valuable retirement benefit for you.

Policyowner Services Department

EXHIBIT B

NATIONAL WESTERN LIFE INSURANCE COMPANY

NOTICE

In order to insure that your Policy, or if you have a Certificate issued under a Group Policy, then your Group Policy and Certificate (individually and collectively, your "contract") continues to qualify as a tax-deferred annuity contract under Section 403(b) of the Internal Revenue Code of 1986, as amended ("I.R.C."), your contract has been endorsed so that the provisions of the following Sections are applicable to your contract notwithstanding any language in the Policy, the Group Policy, the Certificate, or any prior Endorsements of any of the forgoing, to the contrary:

1. In accordance with the Small Business Job Protection Act of 1996 and effective for tax years beginning after December 31, 1995, the frequency that you may enter into salary reduction agreements under I.R.C. Section 403(b), the compensation to which the agreement applies (as determined by your employer), and the ability to revoke the agreement are determined under the rules applicable to qualified cash or deferred arrangements under I.R.C. Section 401(k) and the regulations thereunder. You may modify or revoke your salary reduction election on a quarterly basis or, if permitted by your employer, on a more frequent basis.
2. Pursuant to the requirements of I.R.C. Section 403(b)(11), you may take a distribution from your contract only:
 - (a) when you attain age 59-1/2, have a severance from employment, die, or become disabled (within the meaning of I.R.C. Section 72(m)(7)); or
 - (b) when you sustain a hardship, provided that in the case of hardship, cash withdrawn shall not include any income credited to contributions made pursuant to a salary reduction agreement (as defined in I.R.C. Section 402(g)(3)(C)).

The limitations described in Section 2 of this Notice apply to contributions made pursuant to a salary reduction agreement (as defined in I.R.C. Section 402(g)(3)(C)) and income attributable to such contributions, but shall not apply to such funds held under your contract as of December 31, 1988. These limitations shall be interpreted in accordance with regulations under I.R.C. Section 403(b)(11).

3. Contributions you make, and other annual additions, under your contract may not exceed the limits imposed by I.R.C. Section 415.
4. Elective deferrals you make under your contract may not exceed the limits imposed by I.R.C. Section 403(b)(1)(E), without limitation, increased to the extent (if any) permitted under I.R.C. Section 414(v).
5. In accordance with I.R.C. Section 401(g), your contract is not transferable and may not be sold, assigned, or pledged as security for collateral; except with respect to loans permitted under the terms of your contract and, without limitation, notwithstanding the forgoing, amounts held under your contract may be transferred in a Direct Rollover as described in Section 8, and are subject to the requirements of a qualified domestic relations order.
6. In accordance with I.R.C. Section 403(b)(1)(C), amounts held under the contract shall be fully vested and nonforfeitable except for failure to pay future premiums.
7. Pursuant to the requirements of I.R.C. Section 403(b)(10), certain minimum distribution rules will be followed, and these relate primarily to distributions to you after you attain age 70-1/2 and to your spouse and other beneficiary following your death, and those rules, as reflected in the model amendment set forth in Rev. Proc. 2002-29, I.R.B. 1176 ("Model Amendment"), are incorporated by reference (without regard to any elective provisions or alternatives which are permitted in the Model Amendment).


**NATIONAL WESTERN
LIFE INSURANCE COMPANY**

850 EAST ANDERSON LANE • AUSTIN, TEXAS 78752-1602

(512-836-1010)

STATEMENT OF ACCOUNT

ANNUITY CONTRACT NUMBER (USE THIS NUMBER WHEN YOU NEED SERVICE OR MAKING ADDITIONAL PAYMENTS)	0100767721	CURRENT DATE	12/31/03
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 LINDA C ANDERSON
 518 WOODLAND AVE
 FAIRMONT MN 56031-2157

ANNOUNCEMENT

Our Automated Voice Response System is available again by calling 1-888-695-5001. You may also obtain financial information or request a statement by using our website at www.nationalwesternlife.com. The Client Services Dept. may also be contacted at 1-800-922-9422.

Your balance at the start of the year MAY be slightly different from the previous year balance due to an interest adjustment.

GROUP-M0139

PLEASE NOTIFY US IMMEDIATELY OF ANY ADDRESS CHANGE

ACTIVITY DETAIL FOR THE YEAR

DEPOSITS						NOTE: THE STATEMENT MAY NOT REFLECT THE MOST RECENT PAYMENT DUE TO RECEIPT AFTER STATEMENT DATE.
DATE RECEIVED	DEPOSIT	DATE RECEIVED	DEPOSIT	DATE RECEIVED	DEPOSIT	
***** NO ACTIVITY *****						
						TOTAL DEPOSITS
						.00
						TOTAL WITHDRAWALS
						.00

TSA

ACCOUNT SUMMARY

	CASH VALUE	ACCOUNT BALANCE	NOTE: THE NET SURRENDER VALUE IS THE AMOUNT YOU WOULD RECEIVE IF THE CONTRACT IS SURRENDERED FOR A LUMP SUM. THE ACCOUNT BALANCE IS AVAILABLE IF YOU SELECT ONE OF THE OPTIONS IN YOUR CONTRACT. THE AMOUNT SHOWN FOR LOAN BALANCE IS THE CURRENT PAYOFF BALANCE AND DOES NOT INCLUDE INTEREST TO YOUR INTEREST ANNIVERSARY.
BALANCE AT START OF YEAR	9,523.17	10,471.18	
BALANCE AT STATEMENT DATE	9,904.09	10,994.74	
LOAN BALANCE AT STATEMENT DATE00	
NET SURRENDER VALUE		9,904.09	

CURRENT RATE OF INTEREST FOR THE ACCOUNT BALANCE 5.000%

- c. If, and only if, Respondent does not provide the requisite notice of termination of his policy coverage making it impossible for Petitioner to obtain conversion coverage, Respondent shall pay for the premium costs of reasonable medical and hospitalization coverage obtained by the Petitioner assuming that Petitioner is insurable and could obtain said coverage, or shall be responsible to pay one-half of the actual medical and hospitalization costs if Petitioner is unable to obtain such insurance. Respondent shall cooperate with Petitioner in securing maximum benefits under his insurance policy.
- d. If Respondent does not provide the requisite notice of termination of his group coverage so that Petitioner is unable to obtain conversion coverage, Respondent shall pay for one-half of the premium cost of reasonable medical and hospitalization coverage obtained by the Petitioner.

14. **Maintenance.** Respondent shall pay to the Petitioner the sum of \$1,000 per month commencing December 1, 2001 as and for permanent spousal maintenance, in equal payments of \$500 on or about the 1st and 15th of each month beginning December 1, 2001.

The Court's temporary maintenance order dated March 12, 2001 shall be replaced by the new maintenance amount effective December 1, 2001.

15. **Attorneys' Fees.** Each party shall pay their attorneys' fees and costs incurred herein.

16. **Service of Judgment and Decree.** Service of a copy of the final Judgment and Decree herein may be made upon Petitioner's attorney, Gary G. Wollschlager of the law firm of Wollschlager, Tow & Welder, P.A., 105 South State Street, Fairmont, MN 56031.

Service of a copy of the final Judgment and Decree herein may be made upon Respondent's attorney, James A. Wilson, of the law firm of Johnson, Berens & Wilson, 717 S. State Street, Suite 200, P.O. Box 271, Fairmont, Minnesota 56031.

17. **Withdrawal as Attorney of Record.** Gary G. Wollschlager shall no longer be the attorney of record for petitioner effective ninety-one (91) days from the date of entry of the Judgment and Decree herein.

James A. Wilson, Esquire, shall no longer be the attorney of record for respondent effective ninety-one (91) days from the date of entry of the Judgment and Decree.

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MINNESOTA

In re:

Linda C. Anderson

Debtor.

Bky Case No. 04-34212
Chapter 7

UNSWORN CERTIFICATE OF SERVICE

I, Jennifer M. Albright, declare under penalty of perjury that on October 1, 2004, I mailed copies of the following:

Notice of Hearing and Motion Objecting to Claimed Exemptions and Proposed Order

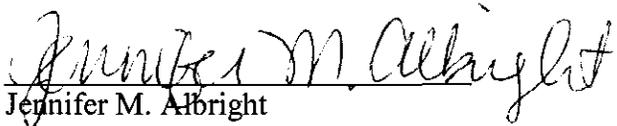
by United States Mail, postage pre-paid, to each entity named below at the address stated below:

Linda C. Anderson
518 Woodland Ave.
Fairmont, MN 56031

ROBERT J. WINZENBURG
ATTORNEY AT LAW
PO BOX 211
MANKATO, MN 56002-0211

UNITED STATES TRUSTEE
1015 U S COURTHOUSE
300 SOUTH 4TH STREET
MINNEAPOLIS MN 55415

Executed on October 1, 2004.

Signed: 

Jennifer M. Albright
DUNLAP & SEEGER, P.A.
P O BOX 549
ROCHESTER MN 55903-0549
(507) 288-9111

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In re:

Case No.: BKY 04-34212

LINDA C. ANDERSON,

Debtor. Chapter 7 Case

ORDER DENYING CLAIMED EXEMPTIONS

This matter came before the Court on the 25th day of October, 2004, on the Motion of the Trustee Objecting to Claimed Exemptions. Appearances, if any, were noted of record. Based on the file, proceedings and record in this matter:

IT IS HEREBY ORDERED that:

The Trustee's Motion Objecting to Claimed Exemptions is sustained, and accordingly:

1. The debtor's claimed exemptions of Citizens Pension Plan awarded to Debtor by QDRO and Pension Annuity from Employer National Western Life Insurance Company #0100767721, also described as a 403(b) Tax Sheltered Annuity are denied.

Dated: _____

Honorable Gregory F. Kishel
United States Bankruptcy Judge