

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA**

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In Re:

Terra L. Bradsteen  
SSN XXX-XX-2331

**CASE NO. 04-34322 GFK**

**CHAPTER 13 CASE**

Debtor.

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**NOTICE OF OBJECTION TO CONFIRMATION OF PLAN**

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

1. WM Specialty Mortgage, LLC c/o Countrywide Home Loans, 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 September 23, 2004, before the Honorable Gregory F. Kishel in Courtroom 228B 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 September 22, 2004, which is 24 hours before the time set for the hearing, or filed and served by mail not later than September 20, 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 July 26, 2004. The case is now pending before this Court.

5. This objection arises under 11 U.S.C. § 1322 and Local Rule 3007-1.

6. Debtor is indebted to Secured Creditor in the principal amount of \$109,700.00, as

evidenced by that certain Promissory Note dated May 22, 2002, 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 May 22, 2002, executed by Terra L. Bradsteen, an unmarried woman, recorded May 22, 2002, as Document No. 1898988, 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 it is not feasible and that Debtor will not be able to make all payments under the plan and to comply with the plan as contemplated by 11 U.S.C. § 1325 (a)(6).

9. Said plan is also objected to on the basis that Debtor is delinquent in her pre-petition monthly mortgage payments to Secured Creditor for the months of April, 2004 through July, 2004, in the total amount of \$9,363.96, including late charges and that said delinquency existing in Debtor's mortgage loan cannot be cured within a reasonable time as required by 11 U.S.C. § 1322(b)(5). In In re Newton, 161 B.R. 207 (Bkrtcy.D.Minn. 1993), this Court reaffirmed its previous finding that more than 12 months is ordinarily not a reasonable time to cure a default in pre-petition homestead mortgage payments under 11 U.S.C. § 1322(b)(5). The plan, as proposed by Debtor, would require approximately 48 months to complete based on the Proof of Claim filed by Secured Creditor. 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 value of the property as scheduled by Debtor is \$155,900.00 subject to Secured Creditor's mortgage in excess of \$118,122.66. The property is also subject to another Secured Creditor's mortgage in favor of Roger Pojar in excess of \$23,548.00 as scheduled by Debtor.

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

. . .  
. . .

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

Dated this 30th day of August, 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.

COPY DEL'D

1898988

OFFICE OF THE COUNTY RECORDER  
DAKOTA COUNTY, MINNESOTA  
CERTIFIED THAT THE WRITTEN INSTRUMENT  
WAS RECORDED IN THIS OFFICE ON AND AT

2002 MAY 22 P 3:21

1898988

DOC. NO. JOEL T. BECKMAN COUNTY RECORDER

BY *[Signature]* Deputy

FEE 20.00 SURCHARGE 5.00

CASH  CHECK  ESCROW

WELL  CHARGE

CHARGE TO: \_\_\_\_\_

O/R \_\_\_\_\_

DO NOT REMOVE

*Key Title*  
*(4) 5*

DAKOTA COUNTY TREASURER-AUDITOR  
65/22/2002 15:20:57 674653  
REGISTRATION FEE 282.31  
COUNTY CONSERVATION FEE 5.00  
RECEIPT NUMBER 286394

8000040938

[Space Above This Line For Recording Data]

1898988

MORTGAGE

Return To:  
BARBARA LICON  
FREMONT INVESTMENT & LOAN  
P.O. BOX 14242  
ORANGE, CA 92863

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated May 22, 2002 together with all Riders to this document.

MINNESOTA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3024 1/01

6(MN) (0005),01

Page 1 of 15

Initials: *[Signature]*

VMP MORTGAGE FORMS - (800)521-7291



RETURN TO KEY TITLE, INC.  
1710 HWY. 90, WT BR. LK., MN  
FILE # 02-1408A

EXHIBIT *A*

(B) "Borrower" is **TERRA L. BRADSTEEN, AN UNMARRIED WOMAN**

Borrower is the mortgagor under this Security Instrument.  
(C) "Lender" is **FREMONT INVESTMENT & LOAN**

Lender is a **CORPORATION**  
organized and existing under the laws of **CALIFORNIA**  
Lender's address is  
**175 N. RIVERVIEW DRIVE, ANAHEIM CA 92608**

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated **May 22, 2002**

The Note states that Borrower owes Lender **One Hundred Nine Thousand, Seven Hundred and No/100** Dollars  
(U.S. \$ **109,700.00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **June 1, 2032**

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- |   |   |   |
|---|---|---|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> Second Home Rider  |
| <input type="checkbox"/> Balloon Rider                    | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider   |
| <input type="checkbox"/> VA Rider                         | <input type="checkbox"/> Biweekly Payment Rider         | <input type="checkbox"/> Other(s) [specify] |

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) "Escrow Items" means those items that are described in Section 3.

Initials: 

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

**TRANSFER OF RIGHTS IN THE PROPERTY**

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns, with power of sale, the following described property located in the County of DAKOTA [Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]:

Lot 24, Block 10 Wharton and Miller's Addition to South St. Paul

Parcel ID Number: 36-83900-241-10  
225 14TH AVE SOUTH  
SOUTH ST PAUL  
("Property Address"):

which currently has the address of [Street]  
(City), Minnesota 55075 [Zip Code]

Initials: 

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA**

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In Re:

Terra L. Bradsteen  
SSN XXX-XX-2331

**CHAPTER 13 CASE**

**CASE NO. 04-34322 GFK**

Debtor.

**UNSWORN DECLARATION  
FOR PROOF OF SERVICE**

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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 August 30, 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:

Terra L. Bradsteen  
225 14<sup>th</sup> Ave S  
S. St. Paul, MN 55075

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

Richard J. Pearson  
PO Box 120088  
New Brighton, MN 55112

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 30th day of August, 2004.

/e/ Diana Waletzko  
Diana Waletzko

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA**

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In Re:

**ORDER DENYING CONFIRMATION  
OF PLAN**

Terra L. Bradsteen  
SSN XXX-XX-2331

Debtor.

**CASE NO. 04-34322 GFK**

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This Chapter 13 Case came on before the Court on September 23, 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 July 26, 2004, is denied.

Dated: \_\_\_\_\_  
Judge of Bankruptcy Court