

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In re:

Case No. 04-34765-GFK
Chapter 13

Thomas J. Thole,

Debtor(s).

OBJECTION TO CONFIRMATION

TO: Debtor(s) and Attorney for Debtor(s); Jasmine Keller, Chapter 13 Trustee; U.S. Trustee;
and other parties in interest.

1. Bank One, N.A., a secured creditor of Debtor(s), by its undersigned attorney, makes this objection to the confirmation of the proposed plan of the Debtor(s).
2. This objection is filed pursuant to Fed. R. Bankr. P. 3020(b) and Bank One, N.A. 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 am on Thursday, September 23, 2004**, before the Honorable Gregory F. Kishel, in Courtroom No. 228B, U.S. Federal Courthouse, 316 North Robert Street, St. Paul, Minnesota 55101, or as soon thereafter as counsel can be heard.
4. The petition commencing this Chapter 13 case was filed on August 15, 2004 and the case is now pending in this Court.
5. Bank One, N.A. holds a valid, perfected interest in a 2000 Chevy Truck, vehicle identification number 1GCEK19T2YE216160 (the "Vehicle"). The value of the Vehicle is \$17,025.00.
6. Copies of Bank One, N.A.'s agreement with Debtor(s) (the "Contract") and evidence of perfection of Bank One, N.A.'s interest in the Vehicle are attached hereto as Exhibits A and B and incorporated herein by reference.

7. The balance due to Bank One, N.A. as of the petition date totals \$16,381.65 together with interest accruing at the contract rate of 6.99%. The fair market value of the Vehicle is \$17,025.00. Accordingly, the claim of Bank One, N.A. should be treated as secured to the extent of **\$16,734.65** (\$16,381.65 + \$350.00 attorneys fees for the objection to confirmation) plus interest accruing for at least 6.99%.

8. The Plan, however, provides for (i) Bank One, N.A.'s secured claim of \$9,200.00 with interest accruing at 5.5%; (ii) total payment on Bank One, N.A.'s secured claim of \$9,746.00; and (iii) monthly payments of \$479.00 commencing in month 3 for 21 months.

9. Using the contract rate of interest, the Plan fails to satisfy Bank One, N.A.'s secured claim plus interest utilizing the payments set forth by Debtor(s).

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

11. The Plan does not provide Bank One, N.A. with adequate protection of its interest in the Vehicle.

12. Movant gives notice that it may, if necessary, call T. Johnson or another representative of Bank One, N.A. to testify at the hearing.

13. Movant has incurred \$350.00 of costs and attorneys fees in connection with this objection that must be included in the secured claim pursuant to 11 U.S.C. Section 506.

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In re:

Case No. 04-34765-GFK
Chapter 13

Thomas J. Thole,

OBJECTION TO CONFIRMATION

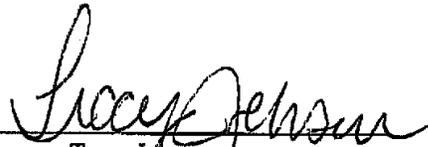
Debtor(s).

VERIFICATION

I, Tracy Johnson, a Bankruptcy Specialist of Bank One, N.A. declare under penalty of perjury that the following is true and correct to the best of my knowledge, information and belief:

Dated:

9/7/04



Tracy Johnson
Bankruptcy Specialist
Bank One, N.A.

BANK ONE ARIZONA

Fax: 602-674-7194

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CONSUMER SECURITY AGREEMENT

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item shown separately has been omitted due to text length limitations.

GRANTOR: THOMAS THOLE 425 4TH AVE S SOUTH SAINT PAUL, MN 55075 Lender: Bank One, N.A. 100 East Wood Street Columbus, OH 43217

THIS CONSUMER SECURITY AGREEMENT dated October 19, 2002, is entered into between THOMAS THOLE (referred to below as "I") and Bank One, N.A. (referred to below as "Lender").

GRANT OF SECURITY INTEREST. To secure the indebtedness described below including all obligations under the Note and this Agreement, I grant to Lender a security interest in all of the Property described below. I understand that the following statements set forth my responsibilities, as well as Lender's rights concerning the Property. I agree as follows:

PROPERTY DESCRIPTION. The word "Property" as used in this Agreement means the following described property in which I am giving to Lender a security interest for the payment of the indebtedness and performance of all other obligations under the Note and this Agreement: 2000 CHEVROLET COBALT (VIN 1G0EK19T22218180)

In addition, the word "Property" also includes all of the following: any and all accessories, attachments, accessories, replacements and additions to any of the property described herein (such as tires or batteries attached to a car, a motor attached to a boat, or appliances and fixtures attached to a house), whether added now or later, together with all proceeds (including insurance proceeds and refunds of insurance premiums) if any, and sums due from a third party who has damaged or destroyed the Property or from that party's insurer, whether due to judgment, settlement or other process.

Except any other provision of this Agreement, Lender is not granted, and will not have, a nonpurchase money security interest in household goods, to the extent such a security interest would be prohibited by applicable law. In addition, if because of the type of any Property, Lender is required to give a notice of the right to cancel under Truth in Lending for the indebtedness, then Lender will not have a security interest in such Property unless and until such a notice is given.

REPRESENTATIONS AND PROMISES WITH RESPECT TO GRANTEE. I represent and promise to Lender that my correct legal name and address is: THOMAS THOLE, 425 4TH AVE S, SOUTH SAINT PAUL, MN 55075.

REPRESENTATIONS AND PROMISES WITH RESPECT TO THE PROPERTY. I represent and promise to Lender that:

Ownership. I am the lawful owner of the Property. The Property is free and clear of all loans, liens, security interests, mortgages, claims, and encumbrances except for those I have disclosed to Lender in writing prior to my signing this Agreement. I agree to defend Lender's rights in the Property against the claims and demands of all persons. I will not allow any other liens on the Property, even if they are junior to Lender's lien. I have the full authority and right to enter into this Agreement and to grant a security interest in the Property to Lender.

No Sale. Without Lender's prior written consent, I will not sell, lease, transfer, borrow against, or otherwise dispose of any of my rights in the Property unless and until all the indebtedness is paid in full.

Location of the Property. Except for vehicles, I agree to keep the Property at my address shown above unless Lender tells me I can move it. If the Property is a vehicle, I will keep the Property at those addresses except for routine travel. If I have been my address shown above at another location within the same state, I may move the Property to my new address, but only if I give Lender the new address in writing prior to my moving. In any event, I agree to keep Lender informed at all times of my current address.

Maintenance and Insurance. I will keep the Property in good condition and repair. If the Property is damaged, lost or stolen, I immediately will inform Lender. I will keep the Property fully insured against all loss or damage by fire, theft, collision, and such other hazards as Lender may require from time to time. The insurance will be on terms, including deductible provisions and endorsements, that are satisfactory to Lender. Policy stipulations that coverage will not be automatic or diminished without at least ten (10) days prior written notice to Lender and not including any disclaimer of the insurer's liability for failure to give such notice. I understand I may obtain insurance from any insurance company I may choose that is reasonably accessible to Lender. I will provide Lender with the original insurance policy, or other proof satisfactory to Lender of the insurance coverage, together with all endorsements required by Lender, including an endorsement naming Lender as the party to whom all losses will be paid. If Lender receives a refund of any insurance premiums, I agree that the refund in Property covered by the Agreement. Lender may apply the refund to payment of any of the indebtedness. Any insurance policy which I deliver to Lender will be held to secure payment of the indebtedness. Until all indebtedness is paid in full, Lender is authorized, but shall not be required, to sue for or recover, to adjust any loss, receive and accept for any sum payable, surrender any policy, discharge and release any insurer, endorse any loss or refund check or draft, and in general do in my name, or otherwise, any and all things with respect to the insurance or any insurance proceeds.

Licensing and Governmental Regulations. I agree to keep the Property licensed as all times as required by all applicable state and federal laws. In addition, I agree to pay when due all license fees, taxes and assessments relating to the Property or the use of the Property. I further agree that the Property will not be used for any unlawful purpose or in violation of any statute, law, ordinance, or regulation relating to the use, operation, or control of the Property.

Inspection. I agree that Lender or Lender's agents shall have the right from time to time to inspect the Property wherever located.

Transfer of Ownership. As Lender's agent, I will execute any and all documents, such as financing statements and assignments of title, to perfect, protect and continue Lender's security interest in the Property. I will pay all sales tax, title transfer fees, and other fees and costs involved unless prohibited by law or unless Lender is required by law to pay such fees and costs. I irrevocably appoint Lender as my attorney-in-fact to execute financing statements and assignments of title in my name and to do anything and everything necessary to transfer title if I am in a default. Lender may file a copy of this Agreement as a financing statement. If I change my name, or if the name of any person granting a security interest under this Agreement changes, I will promptly notify the Lender of such change.

Lender's EXPENDITURES. If I fail to keep the Property free of all taxes, liens, security interests, encumbrances, and other claims (B) to provide any required insurance on the Property, or (C) to make repairs to the Property then Lender may do so. If any action or proceeding is commenced that would materially affect Lender's interest in the Property, then Lender on my behalf may, but is not required to, take any action that Lender believes to be appropriate to protect Lender's interests. All expenses incurred or paid by Lender for such purposes will then bear interest at the rate provided under the Note from the date incurred or paid by Lender to the date of repayment by me. All such expenses will become a part of the indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be accelerated owing and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Property also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of any default. Any such action by Lender shall not be construed as curing the default as to be Lender from any remedy that it otherwise would have had.

DEFAULT. I will be in default if any of the following happens:

- Payment Default. I fail to make any payment when due under the indebtedness.
Breach Other Provisions. I break any promise made to Lender or I fail to perform properly of the title and strictly in the manner provided in this Agreement or in any agreement related to this Agreement.
False Statements. Any misrepresentation of statement made or furnished to Lender by me or on my behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished.
Death or Incapacity. I die or become incompetent or inchoate, a guardian is appointed for any part of my property, I make an assignment for the benefit of creditors, or any proceeding is commenced either by me or against me under any bankruptcy or insolvency laws.
Taking of the Property. Any creditor or governmental agency tries to take any of the Property or any other of my property in which Lender has a lien. This includes taking of, garnishing or levying on my accounts with Lender.
Defective Collateralization. This Agreement or any of the Related Documents ceases to be in full force and effect (including virtue of any collateral document to secure a valid and perfected security interest in lien) at any time and for any reason.
Property Damage or Loss. The Property is lost, stolen, substantially damaged, sold, or borrowed without.

BANK ONE ARIZONA

Fax:602-674-7194

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CONSUMER SECURITY AGREEMENT (Continued)

Page 2

Events Affecting Guaranty. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or becomes or ceases to be the holder of, or the holder under, any Guaranty of the Indebtedness.

LENDER'S RIGHTS. I may keep and use the Property so long as I am not in default under this Agreement. If I am in default, this is what Lender may do, in addition to any other rights Lender may have.

Accelerate Indebtedness. Lender may, subject to any cure and notice provisions required by law, declare all indebtedness immediately due and payable, without notice.

Other Rights and Remedies. In addition, Lender will have all the rights of a secured party under the Uniform Commercial Code and other applicable law. This means, among other things, that Lender may enter upon the premises at the address shown above and take the Property peacefully and with force, to the extent permitted by law, and peacefully upon other premises for the purpose of repossessing the Property, and I consent to such entry. If the Property contains any goods not covered by this Agreement at the time of repossession, I agree that Lender may take such goods, provided that Lender makes reasonable efforts to return them to me after repossession. If Lender asks me to do so, I will gather the Property and make it available to Lender at a place reasonably convenient to both Lender and me.

Application of Proceeds. If Lender sells the Property, Lender will apply the "net proceeds" of the sale to reduce the amount owed Lender. "Net proceeds" means the sale price less the expenses of repossession, repair, sale, and as provided below, participation fees and other collection expenses. I agree that, to the extent permitted by law, I will owe Lender any difference between the amount of the indebtedness and the net proceeds Lender receives from the sale of the Property.

Notice. Unless the Property threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender will give me, and other persons as required by law, reasonable notice of the time and place of any public sale of the time after which any private sale or any other intended disposition of the Property is to be made. The requirements of applicable codes shall be met if such notice is given at least ten (10) days before the time of the sale or disposition, except as otherwise required by applicable law.

IDENTITY OF LENDER. Lender is Bank One, N.A., a national banking association with its main office located in Columbus, Ohio.

CLING OF FINANCING STATEMENTS. Grantor authorizes Lender, at Grantor's expense, to file a financing statement or financing statements in those public offices deemed necessary by Lender to perfect Lender's security interest in the Collateral and further authorize Lender, at secured party here, to file a financing statement or financing statements. Grantor hereby ratifies any financing statements that perfect Lender's security interest in the Collateral and were filed by Lender prior to the date of this Agreement.

ADDITIONAL EXPENSES. I agree to reimburse Lender for any additional costs and expenses incurred in connection with conducting a search for the Property and/or reviewing, maintaining, and storing the Property.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Assignment and Interpretation. (1) What is written in this Agreement is my entire agreement with Lender concerning the Property. This Agreement may not be changed except by another written agreement between us. (2) If more than one person signs below, our obligations are joint and several. This means that the words "I," "me," and "my" mean each and every person or entity signing this Agreement, and that, if Lender brings a lawsuit, Lender may sue any one or more of us. I also understand Lender need not sue Borrower first, and that Borrower need not be joined in any lawsuit. (3) The names given to paragraphs or sections in this Agreement are for convenience purposes only. They are not to be used to interpret or define the provisions of this Agreement. (4) I agree that this Agreement is the best evidence of my agreements with Lender.

Expenses. To the extent not prohibited by applicable law, all reasonable expenses Lender incurs that in Lender's opinion are necessary to protect its interest in the Property or the enforcement of its rights, shall be a part of the loan payable on demand, and shall bear interest at the Note rate from the date of expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's expenses for bankruptcy proceedings (including efforts to modify or waive the automatic stay or injunction) and appeals, as the extent permitted by applicable law.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Governing Law. This agreement will be governed by and interpreted in accordance with federal law and the laws of the State of Minnesota, except for matters related to interest and the expiration of interest, which matters will be governed by and interpreted in accordance with federal law (including, but not limited to, statute, regulation, interpretation, and custom and law of the State of Ohio). However, if there ever is a question about whether any provision of the agreement is valid or enforceable, the provision that is questioned will be governed by whatever state or federal law would find the provision to be valid and enforceable. The loan transaction which is evidenced by this and other related documents has been approved, made and funded, and all necessary documents have been accepted by Lender in the State of Ohio.

Notice. Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, which actually received by certified mail (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to Bank One National Notice 825-16th, P.O. Box 11745, Lexington, KY 40527-1745. Any person may change his or her address for notice under this Agreement by giving formal written notice to the cover person or persons, specifying that the person is to change the person's address. For notice purposes, I agree to keep Lender informed at all times of my current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors; it will be my responsibility to tell the others of the notice from Lender.

No Waiver by Lender. I understand Lender will not give up any of Lender's rights under this Agreement unless Lender does so in writing. The fact that Lender delays or gives or exercises any right will not mean that Lender has given up that right. If Lender does give up in writing to give up one of Lender's rights, that does not mean I will not have to comply with the other provisions of this Agreement. I also understand that if Lender does consent to a request that does not mean that I will not have to get Lender's consent again if the situation happens again. I further understand that just because Lender consents to one or more of my requests, that does not mean Lender will be required to consent to any of my future requests. I waive promissory estoppel, demand for payment, accretion, and notice of default.

Severability. If a court finds that any provision of this Agreement is not valid or should not be enforced, that fact by itself will not mean that the rest of this Agreement will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Agreement even if a provision of this Agreement may be found to be invalid or unenforceable.

Successors and Assigns. Subject to any limitations stated in this Agreement on transfer of my interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than me, Lender, without notice to me, may deal with my successors with reference to this Agreement and the Indebtedness by way of foreclosure or disposition without releasing me from the obligations of this Agreement or liability under the Indebtedness.

Time is of the Essence. This is of the essence in the performance of this Agreement.

DEFINITIONS. The following words shall have the following meanings when used in this Agreement:

Agreement. The word "Agreement" means this Consumer Security Agreement, or this Consumer Security Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Consumer Security Agreement from time to time.

Borrower. The word "Borrower" means THOMAS THOLE, and all other persons and entities signing the Note.

Grantor. The word "Grantor" means THOMAS THOLE.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note or related documents, including all principal and interest together with all other indebtedness and costs and expenses for which I am responsible under this Agreement or under any of the Related Documents.

Lender. The word "Lender" means Bank One, N.A., its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Note.

Note. The word "Note" means the note or credit agreement dated October 19, 2002, in the original amount of \$23,687.00 from THOMAS THOLE to Lender, together with all renewals or extensions or modifications or refinancings or consolidations or amendments or substitutions for the note or credit agreement.

Property. The word "Property" means all of my right, title and interest in and to all the Real Estate as defined in the Note.

BANK ONE ARIZONA

Fax:602-674-7194

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CONSUMER SECURITY AGREEMENT
(Continued)

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section of this Agreement.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guarantees, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether past or hereafter existing, executed in connection with the Indebtedness.

I HAVE READ AND UNDERSTOOD ALL THE PROVISIONS OF THE CONSUMER SECURITY AGREEMENT AND AGREE TO ITS TERMS. THIS AGREEMENT IS DATED OCTOBER 19, 2002.

GRANTOR:


THOMAS T. [Name]

BANK ONE ARIZONA

Fax: 602-674-7194

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1ST SECURED PARTY
LIEN HOLDER

12/17/04

90576-1686

MINNESOTA DEPARTMENT OF PUBLIC SAFETY
DRIVER & VEHICLE REGISTRATION DIVISION
445 MINNESOTA ST. ST. PAUL, MN 55401
COMPUTER GENERATED - DEBTOR NAME AND ADDRESS

THOLE THOMAS JOHN
425 4TH AVE S
SD ST PAUL MN 55075

Year	MAKE	MODEL	VEHICLE IDENTIFICATION NUMBER
10	CHEV	3500L	C5380R204
APFK19T2YE216160	10/19/02	40	NO

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THOMAS THOLE



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Used Car Consumer Prices

2000 Chevrolet Silverado C1500 Pickup-1/2 Ton- V8 September 7, 2004
Fleetside Ext. Cab 61/2'

K as the 1st position of the model # denotes 4WD

Average Trade-In Average Retail

Base Price \$12,100 \$14,600

Options and Equipment

4WD (Std. Classic add: \$2,200 \$2,425
2500 Ext. 61/2')

Certification and Extended Warranties

Total Price \$14,300 \$17,025

Average Retail Price represents a clean vehicle in good condition and is assumed to have a Clean Title History. Looking to purchase a new car? Get a free quote from a dealer near you. Obtain low used car financing rates. Selling your vehicle? Print a checklist and the required DMV Title & Registration forms to complete your sale. Sell your car through AutoTrader.com, and get the most money for your vehicle.

Other Vehicle Information

NADA Recommended Mileage Range: 59,500 – 62,500

Model Number: C19*

Weight: 4235

Value Explanations

The free consumer values on NADAguides.com are based on the Consumer edition of the N.A.D.A. Official Used Car Guide ®, and should not be utilized for industry purposes. The consumer values may vary from the N.A.D.A. Official Used Car Guide values presented to you by insurance companies, banks, credit unions, government agencies and car

Other Information You Might Need...

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Other services

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UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In re:

Case No.04-34765-GFK

Chapter 13

Thomas J. Thole,

Debtor(s).

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

Bank One, N.A. submits this memorandum of law in support of its objection to confirmation in the above-entitled matter.

FACTS

Bank One, N.A. holds a valid, perfected interest in a 2000 Chevy Truck, vehicle identification number 1GCEK19T2YE216160 (the "Vehicle").

The balance due to Bank One, N.A. as of the petition date totals \$16,381.65 together with interest accruing at the contract rate of 6.99%. The fair market value of the Vehicle is \$17,025.00. Accordingly, the claim of Bank One, N.A. should be treated as secured to the extent of \$16,734.65 (\$16,381.65 + \$350.00 attorneys fees for the objection to confirmation) plus interest accruing for at least 6.99%.

The Plan, however, provides for (i) Bank One, N.A.'s secured claim of \$9,200.00 with interest accruing at 5.5%; (ii) total payment on Bank One, N.A.'s secured claim of \$9,746.00; and (iii) monthly payments of \$479.00 commencing in month 3 for 21 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,

U.S. BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In re:

Thomas J. Thole

Debtor(s).

UNSWORN DECLARATION

FOR PROOF OF SERVICE

Bky. No. 04-34765-GFK

Bradley J. Halberstadt, agent of Bankruptcy Solutions Legal Services, PLC, attorney(s) licensed to practice law in this court, with office address of with office address of PO Box 270463, St. Paul, Minnesota 55127, 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 Roseville, Minnesota addressed to each of them as follows:

United States Trustee	(Attorney for Debtor(s))	(Trustee)
Suite 1015	Gregory J Wald	Jasmine Keller
300 South 4th Street	3601 Minnesota Drive Suite 800	12 S 6th Street Suite 310
Minneapolis, MN 55415	Edina, MN 55435	Minneapolis, MN 55402

(Debtor(s))
Thomas J. Thole
425 116th Ave. N.
South St. Paul, MN 55075

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

Dated: September 8, 2004 Signed: /e/ Bradley J. Halberstadt

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In re:

Case No. 04-34765-GFK
Chapter 13

Thomas J. Thole,
Debtor(s).

ORDER

This matter came before this Court for confirmation of the Chapter 13 plan of reorganization of Debtor(s). 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(s) is denied.

Dated: _____

Gregory F. Kishel
United States Bankruptcy Judge