

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In re:

Case No. 04-35129 DDO
Chapter 13

Martin Alvarez, xxx-xx-0950
Melissa Ann Alvarez, xxx-xx-6474
408 Morning Drive
Owatonna, MN 55060

Debtor.

NOTICE OF FILING MODIFIED PLAN PRIOR TO CONFIRMATION

TO: Standing Trustee, U.S. Trustee, all other parties entitled to notice

PLEASE TAKE NOTICE that the Debtor herewith files the attached Modified Chapter 13 Plan, pursuant to Local Rule 3015-2(a). The hearing on confirmation of the Modified Plan is set for November 9, 2003, at 10:30 a.m., in Courtroom No. 228C, U.S. Courthouse, 316 N. Robert Street, St. Paul, MN 55101.

Any response to this motion must be served by delivery not later than 24 hours prior to the time and date set for the confirmation hearing or mailed not later than three days prior to the date set for the confirmation hearing. No plan has yet been confirmed in this case.

Dated: 10/12/04

By: /e/ Gregory J. Wald
Gregory J. Wald, Attorney for the
Debtor
3601 Minnesota Drive, Suite 800
Edina, MN 55425
952/921-5802 ID 165244

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In Re:
Martin Alvarez
Melissa Ann Alvarez

MODIFIED CHAPTER 13 PLAN

Dated: September 29, 2004

Debtor(s).

Case No.: 04-35129

1. PAYMENTS BY DEBTOR -

- a. As of the date of this plan, the debtor has paid the trustee \$ 0
- b. After the date of this plan, the debtor will pay the trustee \$525.00 per month for 36 months, beginning October 1, 2004, for a total of \$18,900.00.
- c. The debtor will also pay the trustee - N/A
- d. The debtor will pay the trustee a total of \$18,900.00 [line 1(a) + line 1(b) + line 1(c)].

2. PAYMENTS BY TRUSTEE- The trustee will make payments only to creditors for which proofs of claim have been filed, make payments monthly as available, and collect the trustee's percentage fee of 10% for a total of \$1890.00 [line 1(d) /1.1 x .10] or such lesser percentage as may be fixed by the Attorney General. For purposes of this plan, month one (1) is the month following the month in which the debtor makes the debtor's first payment. Unless ordered otherwise, the trustee will not make any payments until the plan is confirmed. Payments will accumulate and be paid following confirmation.

3. PRIORITY CLAIMS - The trustee shall pay in full all claims entitled to priority under §507, including the following. The amounts listed are estimates only. The trustee will pay the amounts actually allowed.

Creditor	Estimated Claim	Monthly Payment	Beginning In Month #	Number Of Payments	TOTAL PAYMENTS
a. Attorney Fees	<u>\$1250.00</u>	<u>\$493.00</u>	<u>1</u>	<u>3</u>	<u>\$1250.00</u>
b. Internal Revenue Serv.	<u>\$</u>	<u>\$pro rata</u>	<u></u>	<u></u>	<u>\$</u>
c. Minn. Dept. of Revenue	<u>\$</u>	<u>\$pro rata</u>	<u></u>	<u></u>	<u>\$</u>
d. Minn. Child Support	<u>\$3933.00</u>	<u>\$</u>	<u></u>	<u></u>	<u>\$3933.00</u>
e. TOTAL					<u>\$5183.00</u>

4. LONG-TERM SECURED CLAIMS NOT IN DEFAULT - The following creditors have long term secured claims. Payments are current and the debtor will continue to make all payments which come due after the date the petition was filed directly to the creditors.

- a. _____
- b. _____

5. HOME MORTGAGES IN DEFAULT (§1322(b)(5)) - The trustee will cure defaults on claims secured only by a security interest in real property that is the debtor's principal residence as follows. The debtor will maintain the regular payments which come due after the date the petition was filed. The creditors will retain their liens. The amounts of default are estimates only. The trustee will pay the actual amounts of default.

Creditor	Amount Of Default	Monthly Payment	Beginning In Month #	Number Of Payments	TOTAL PAYMENTS
a. Mortgage Electronic Registration Sys	<u>\$9063.00</u>	<u>\$470.00</u>	<u>3</u>	<u>20</u>	<u>\$9063.00</u>
b. _____	<u>\$</u>	<u></u>	<u></u>	<u></u>	<u>\$</u>
c. _____	<u>\$</u>	<u></u>	<u></u>	<u></u>	<u>\$</u>
d. TOTAL					<u>\$9063.00</u>

* In the event that debtors fail to make their payments due Mortgage Electronic Registration Systems, Inc. c/o Aurora Loan Services(hereinafter, Lender) or the trustee as required under this plan, and such default remains uncured following ten days' written notice from the date sent by first class mail to the debtors and counsel for the debtors, and upon filing of an affidavit establishing debtors default and failure to cure, the court may enter an order terminating the stay with respect to Lender to permit it to exercise its remedies under non-bankruptcy law with respect to the subject property.

6. OTHER LONG-TERM SECURED CLAIMS IN DEFAULT [1322(B)(5)] - The trustee will cure defaults (plus interest at the rate of 8 percent per annum) on other claims as follows and the debtor will maintain the regular payments which come due after the date the petition was filed. The creditors will retain their liens. The amounts of default are estimates only. The trustee will pay the actual amounts of default.

Creditor	Amount Of Default	Monthly Payment	Beginning In Month #	Number Of Payments	TOTAL PAYMENTS
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7. **OTHER SECURED CLAIMS [§1325(a)(5)]** - The trustee will make payments to the following secured creditors having a value as of confirmation equal to the allowed amount of the creditor's secured claim using interest rate of 6%. The creditor's allowed secured claim shall be the creditor's allowed claim or the value of the creditor's interest in the debtor's property, whichever is less. The creditors shall retain their liens. NOTE: NOTWITHSTANDING A CREDITOR'S PROOF OF CLAIM FILED BEFORE OR AFTER CONFIRMATION, THE AMOUNT LISTED IN THIS PARAGRAPH AS A CREDITOR'S COLLATERAL VALUE BINDS THE CREDITOR PURSUANT TO 11 U.S.C. §1327 AND CONFIRMATION OF THE PLAN WILL BE CONSIDERED A DETERMINATION OF THE VALUE OF THE CREDITOR'S INTEREST IN THE DEBTOR'S PROPERTY UNDER 11 U.S.C. §506(a). Payment schedule is an estimate only.

Creditor	Claim Amount	Secured Claim	Monthly Payment	Beginning In Month #	Number of Payments	TOTAL PAYMENTS
a. E-Z Own	\$349.00	\$349.00	\$23.00	3	16	\$368.00
b. _____	\$ _____	\$ _____	\$ _____	_____	_____	\$ _____
c. _____	\$ _____	\$ _____	\$ _____	_____	_____	\$ _____
d. TOTAL						\$368.00

8. **SEPARATE CLASS OF UNSECURED CREDITORS** - In addition to the class of unsecured creditors specified in paragraph 9, there shall be a separate class of nonpriority unsecured creditors described as follows: _____

- a. The debtor estimates that the total claims in this class are \$ _____.
- b. The trustee will pay this class \$ _____.

9. **TIMELY FILED UNSECURED CREDITORS** - The trustee will pay holders of nonpriority unsecured claims for which proofs of claim were timely filed the balance of all payments received by the trustee and not paid under paragraphs 2, 3, 5, 6, 7 and 8 their pro rata share of approximately \$2,396.00 [line 1(d) minus lines 2, 3(e), 5(d), 6(d), 7(d) and 8(b)].

- a. The debtor estimates that the total unsecured claims held by creditors listed in paragraph 7 are \$ _____.
- b. The debtor estimates that the debtor's total unsecured claims (excluding those in paragraph 7 and paragraph 8) are \$40,553.03.
- c. Total estimated unsecured claims are \$40,553.03 [line 9(a) + line 9(b)].

10. **TARDILY-FILED UNSECURED CREDITORS** - All money paid by the debtor to the trustee under paragraph 1, but not distributed by the trustee under paragraphs 2, 3, 5, 6, 7, 8 or 9 shall be paid to holders of nonpriority unsecured claims for which proofs of claim were tardily filed.

11. **OTHER PROVISIONS - The Trustee may distribute funds not allocated above at his discretion.**

- a. Upon completion of payment of the secured portion of any claim, the property securing said claim shall vest in the debtor free and clear of any lien, claim or interest of the secured creditor.
- b. In the event a creditor is inadvertently omitted from the schedules and Debtor sends them notice of the case after the time period for timely filing claims has expired, and if said creditor files a late claim, trustee shall pay said creditor in the same manner as timely filed claims.
- c. The stay pursuant to 11 U.S.C. Sec 362 (a) shall not prevent deduction of current child support payments from debtor's wages.
- d. Executory contracts and unexpired leases are assumed unless otherwise specified herein.

12. **SUMMARY OF PAYMENTS -**

Trustee's Fee [Line 2]	\$ 1890.00
Priority Claims [Line 3(e)].....	\$ 5183.00
Home Mortgage Defaults [Line 5(d)].....	\$ 9063.00
Long-Term Debt Defaults [Line 6(d)].....	\$ _____
Other Secured Claims [Line 7(d)]	\$ 368.00
Separate Class [Line 8(b)]	\$ _____
Unsecured Creditors [Line 9]	\$ 2,396.00
TOTAL [must equal Line 1(d)].....	\$ 18,900.00

Gregory J. Wald ID #165244
 Attorney for Debtor(s)
 3601 Minnesota Drive, Suite 800
 Edina, MN 55435
 (952) 921-5802

Signed _____
 DEBTOR

Signed _____
 DEBTOR (if joint case)

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In re:

Martin Alvarez
Melissa Ann Alvarez
Debtor(s).

SIGNATURE DECLARATION

Case No. _____

- PETITION, SCHEDULES & STATEMENTS
 CHAPTER 13 PLAN
 SCHEDULES AND STATEMENTS ACCOMPANYING VERIFIED CONVERSION
 AMENDMENT TO PETITION, SCHEDULES & STATEMENTS
 MODIFIED CHAPTER 13 PLAN
 OTHER (Please describe: _____)

I [We], the undersigned debtor(s) or authorized representative of the debtor, *make the following declarations under penalty of perjury:*

- The information I have given my attorney and provided in the electronically filed petition, statements, schedules, amendments, and/or chapter 13 plan, as indicated above, is true and correct;
- The information provided in the "Debtor Information Pages" submitted as a part of the electronic commencement of the above-referenced case is true and correct;
- **[individual debtors only]** If no Social Security Number is included in the "Debtor Information Pages" submitted as a part of the electronic commencement of the above-referenced case, it is because I do not have a Social Security Number;
- I consent to my attorney electronically filing with the United States Bankruptcy Court my petition, statements and schedules, amendments, and/or chapter 13 plan, as indicated above, together with a scanned image of this Signature Declaration and the completed "Debtor Information Pages," if applicable; and
- **[corporate and partnership debtors only]** I have been authorized to file this petition on behalf of the debtor.

Date: 10/5/04

X Martin Alvarez
Signature of Debtor or Authorized Representative

Martin Alvarez
Printed Name of Debtor or Authorized Representative

X Melissa Ann Alvarez
Signature of Joint Debtor

Melissa Ann Alvarez
Printed Name of Joint Debtor

In Re: Martin and Melissa Alvarez

**U. S. BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

Debtor(s) Case Number BKY: 04-35129

**UNSWORN DECLARATION
FOR PROOF OF SERVICE**

I, Julie Nistler, of the office of Gregory J. Wald, attorney licensed to practice law in this court, with office address of 3601 Minnesota Drive, Suite 800, Edina, MN 55435, declares that on **October 13, 2004**, I served the Notice Filing Modified Plan Prior to Confirmation to 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 Edina, Minnesota addressed to each of them as follows:

Jasmine Z. Keller, Trustee
310 Plymouth Building
12 South 6th Street
Minneapolis, MN 55402

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

See Attachment A

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

Executed: 10-13-04

Signed: Julie Nistler

-

ATTACHMENT A

A&W
C/O MARK PITZELE, ESQ
1550 UTICA AVE SO, #500
MINNEAPOLIS MN 55416

AFFILIATED CREDIT SERVICES
PO BOX 129
ROCHESTER MN 55903

ARROW FINANCIAL SERVICES
8855 JAMESVILLE ST
WHITEWATER WI 53190

ASSET ACCEPTANCE
PO BOX 44426
NOTTINGHAM MD 21236

AURORA LOAN SERVICE INC
PO BOX 78111
PHOENIX AZ 85062-8111

AURORA LOAN SERVICE INC
601 5TH AVE
SCOTTSBLUFF NE 69361

CAPITAL ONE
PO BOX 6000
SEATTLE WA 98190

CASEY'S
C/O TRAC-A-CHEC
PO BOX 2764
DAVENPORT IA 52809

CHECK DIVERSION PROGRAM
STEELE COUNTY BAD CHECK PROG
PO BOX 338
ANOKA MN 55303

CINEMA 6
1929 S CEDAR ST
OWATONNA MN 55060

COBURNS
C/O MARK PITZELE, ESQ
1550 UTICA AVE SO, #500
MINNEAPOLIS MN 55416

COLUMBIA HOUSE
A/T NCO FINANCIAL SYSTEMS
507 PRUDENTIAL RD
HORSHAM PA 19044

COST CUTTERS
C/O MARK PITZELE, ESQ
1550 UTICA AVE SO, #500
MINNEAPOLIS MN 55416

CULVERS
C/O MARK PITZELE, ESQ
1550 UTICA AVE SO, #500
MINNEAPOLIS MN 55416

DAIRY QUEEN
A/T PINNACLE FINANCIAL GROUP
7825 WASHINGTON AVE S. #410
MINNEAPOLIS MN 55439

DAUGHTER

DAVID JENSEN
442 MORNING DR
OWATONNA MN 55060

E-Z OWN
131 W. BROADWAY STREET
OWATONNA MN 55060

FIRST PREMIER
900 W DELAWARE
SIOUX FALLS SD 57117

GODFATHER'S
C/O MARK PITZELE, ESQ
1550 UTICA AVE SO, #500
MINNEAPOLIS MN 55416

HARDEES
C/O MARK PITZELE, ESQ
1550 UTICA AVE SO, #500
MINNEAPOLIS MN 55416

KMART CORPORATION
RECOVERY SERVICES OFFICE
PO BOX 8130
PALATINE IL 60078

KWIK TRIP
C/O ACCOUNT LIQUIDATION
PO BOX 174
DECORAH IA 52101

LINDY'S COLLECTION SERVICE
PO BOX 99
NEW ULM MN 56073

MERS
1595 SPRING HILL ROAD, STE 310
VIENNA VA 22182

MIDWEST ACCOUNTS SERVICE
110 E WALNUT ST
MANKATO MN 56002

MINNESOTA CHILD SUPPORT
115 W 1ST ST
FAIRMONT MN 56031

MINNESOTA DEPARTMENT OF REVENUE
COLLECTION DIV, 551-BANKRUPTCY
PO BOX 64447
SAINT PAUL MN 55164

NATIONAL RECOVERIES
11000 CENTRAL AVE NE
MINNEAPOLIS MN 55434

NCO FINANCIAL SYSTEMS
507 PRUDENTIAL RD
HORSHAM PA 19044

NORTH SHORE AGENCY
A/T INTEGRITY DIRECT
PO BOX 5068
CLIFTON NJ 07015

OWATONNA CLINIC
134 SOUTHVIEW
OWATONNA MN 55060

OWATONNA CLINIC
A/T AFFILIATED CREDIT SERVICE
PO BOX 1329
ROCHESTER MN 55903

OWATONNA HEATING & COOLING
406 N CEDAR
OWATONNA MN 55060

OWATONNA HOSPITAL
ALLINA HEALTH SERVICES
701 XENIA AVE S
MINNEAPOLIS MN 55416

OWATONNA PUBLIC UTILITIES
208 S WALNUT
OWATONNA MN 55060

PAUL SCHWEIM
1295 3RD AVE NE
OWATONNA MN 55060

PINNACLE FINANCIAL GROUP
7825 WASHINGTON AVE SO, #410
MINNEAPOLIS MN 55439

PROGRESSIVE INSURANCE
A/T NCO FINANCIAL SYSTEMS
507 PRUDENTIAL RD
HORSHAM PA 19044

QWEST COMMUNICATIONS
A/T RISK MANAGMENT
802 E MARTINTOWN RD, #201
NORTH AUGUSTA SC 29841

READER SERVICE
PO BOX 9025
BUFFALO NY 14269

RISK MANAGEMENT
802 E MARTINTOWN RD, #201
NORTH AUGUSTA SC 29841

ROSSO & SEIERSTAD
1640 COMO AVE
SAINT PAUL MN 55108

STARMAN WASTE REMOVAL
A/T CREDIT BUREAU OF FARIBAULT
PO BOX 642
FARIBAULT MN 55021

SUBWAY
C/O MIDWEST ACCOUNTS SERVICE
110 E WALNUT ST
MANKATO MN 56002

TACO BELL
C/O MARK PITZELE, ESQ
1550 UTICA AVE SO, #500
MINNEAPOLIS MN 55416

TACO JOHN'S
C/O ACCELERATED RECEIVABLES
PO BOX 70
SCOTTSBLUFF NE 69363

TARGET
RETAILER'S NAT'L BANK
PO BOX 59317
MINNEAPOLIS MN 55459

WASTE MANAGEMENT
C/O D&B RMS
PO BOX 523
RICHFIELD OH 44286

WELLS FARGO
A/T NAT'L REVENUE CORP
4000 E 5TH AVE
COLUMBUS OH 43219

WILFORD & GESKE PA
PO BOX 25915
6043 HUDSON ROAD, SUITE 290
SAINT PAUL MN 55125