

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In re:

Dorinda Diane Peterick,

Chapter 7

Debtors

BK 04-35603

**NOTICE OF HEARING ON MOTION FOR EXPEDITED RELIEF
AND ON MOTION TO DISMISS CHAPTER 7 CASE**

TO: The Debtor, all creditors and other parties in interest:

The United States Trustee has filed a motion for expedited relief and a motion to dismiss the above-captioned case for cause under 11 U.S.C. §707(a). The motions may be reviewed on the U.S. Bankruptcy Court web site at www.mnb.uscourts.gov.

The motions will be heard on October 5, 2004 at 2:00 p.m., before the United States Bankruptcy Court, Courtroom 228B, U.S. Courthouse, 316 North Robert Street, St. Paul, Minnesota. Due to the expedited nature of the motion, the United States Trustee waives any objection to a response filed prior to the hearing. Local Bankruptcy Rule 9006-1.

Dated: September 30, 2004

Respectfully submitted,
HABBO G. FOKKENA
United States Trustee
Region 12

By: /s/ Sarah J. Wencil
Sarah J. Wencil
Trial Attorney
United States Trustee's Office
1015 United States Courthouse
300 South Fourth Street
Minneapolis, MN 55415
IA ATTY No. 14014
(612) 664-5500

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In re:

Dorinda Diane Peterick,

Chapter 7

Debtors

BK 04-35603

**NOTICE OF HEARING AND MOTION FOR EXPEDITED RELIEF
AND MOTION TO DISMISS UNDER 11 U.S.C. §707(a)**

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

1. The United States Trustee, by his undersigned attorney, moves the Court for the relief requested below and gives notice of hearing.

2. The motion will be heard on October 5, 2004 at 2:00 p.m., before the United States Bankruptcy Court, Courtroom No. 228B, U.S. Courthouse, 316 North Robert Street, St. Paul, Minnesota.

3. Because this motion is filed on an expedited basis, the U.S. Trustee waives any objection to a response filed prior to the hearing on the motion.

4. This Court has jurisdiction over this motion pursuant to 28 U.S.C. Sections 157 and 1334, FED.R.BANKR.P. 5005 and Local Rule 1070-1. The United States Trustee has standing to file this motion pursuant to 28 U.S.C. Section 586(a) and 11 U.S.C. Section 307. This proceeding is a core proceeding.

5. This motion arises under 11 U. S. C. Sections 707(a), 109(g) and FED.R.BANKR.P. 1017(d) and 2002. This motion is filed under FED.R.BANKR.P. 9014 and Local Rules 9013-1 to 9013-5. Movant requests that this case be dismissed .

6. The United States Trustee requests that the Bankruptcy Court grant expedited relief

in this matter pursuant to Rule 9006-1(d). The debtor filed a partial bankruptcy case on September 28, 2004. The Bankruptcy Court has set the deadline of October 13, 2004, as the date by which the debtor must pay her filing fee and file all appropriate schedules and statements in this case. This case will automatically dismiss on that date, if the debtor does not pay her installment fee and file complete schedules and statements. As noted in more detail below, the debtor is a serial bankruptcy case filer, and it is appropriate to bring this fact and the background of the debtor's activities in prior cases, to the Bankruptcy Court's attention prior to the automatic dismissal date of October 13, 2004.

7. The debtor filed this Chapter 7 case on September 28, 2004.

8. On the Petition for this case, in the section which requests "Prior Bankruptcy Cases Filed Within the Last Six Years", the debtor lists no prior cases. *See* Att. Ex. 1 (Bankruptcy Petition for Case No.).

9. The representation of the debtor that no bankruptcy cases have been filed in the past six years is knowingly false. The debtor, either alone or jointly with her spouse, has filed six prior bankruptcy cases within the past six years.

<u>Case No.</u>	<u>Ch.</u>	<u>Filing Date</u>	<u>Disposition</u>	<u>Date of Disposition</u>
04-30222	13	January 16, 2004	Dismissed ^{1/}	Feb. 5, 2004
03-35953	7	August 29, 2003	Dismissed ^{2/}	Nov. 19, 2003
03-34912	7	July 16, 2003	Dismissed ^{3/}	Aug. 20, 2003

^{1/} See Att. Ex. 2 (BANCAP Report). Hereinafter this case number 04-30222 shall be referred to as the January 2004 Chapter 13 Case".

^{2/} See Att. Ex. 3 (BANCAP Report). Hereinafter, this case, case number 03-35953, shall be referred to as the "August 2003 Chapter 7 Case".

^{3/} See Att. Ex. 4 (BANCAP Report). Hereinafter, this case number 03-34912 shall be referred to as the July 2003 Chapter 7 Case.

03-30766	13	Feb. 4, 2003	Dismissed ^{4/}	May 29, 2003
03-30095	13	Jan. 7, 2003	Dismissed ^{5/}	Jan. 29, 2003
98-36105	7	Oct. 15, 1998	Closed ^{6/}	Oct. 15, 2001

10. Because the October 15, 1998 case resulted in a discharge, this debtor is not eligible to file Chapter 7 until October 15, 2004 pursuant to 11 U.S.C. § 727(a)(8).

11. The debtor has knowledge of the Section 727(a)(8) bar to refile a Chapter 7 case because the United States Trustee has filed two prior complaints against the debtor for violating that statute.

12. In the July 2003 Chapter 7 case, the Office of the United States Trustee filed an action to bar the discharge of the debtor pursuant to 11 U.S.C. § 727(a)(8) and served the complaint on the debtor. Att. Ex. 8 (Complaint and Affidavit of Service).

13. The July 2003 Chapter 7 case was automatically dismissed on August 20, 2003, for failure of the debtor to pay the filing fee, and the United States Trustee complaint was withdrawn as moot.

14. Nine days after the dismissal, on August 29, 2003, the debtor filed another Chapter 7 case (the August 2003 Chapter 7 case).

15. In the August 2003 Chapter 7 case, the debtor failed to disclose her prior bankruptcy cases on the petition.

16. The U.S. Trustee filed an adversary action (Adv. No. 03-3271) to bar the

^{4/} See Att. Ex. 5 (BANCAP Report). Plan confirmation objections by Trustee Farrell and creditor Conseco Finance Loan Co. sustained and case dismissed on motion of Chapter 13 Trustee Farrell.

^{5/} See Att. Ex. 6. Dismissed for incomplete filing; no plan submitted.

^{6/} See Att. Ex. 7. The case was filed under Chapter 13; voluntarily converted to Chapter 7 on July 23, 1999; and discharge was entered on Dec. 6, 1999.

discharge of the debtor, Dorinda D. Peterick, for false oath under Section 727(a)(4) and for filing Chapter 7 within the six year bar under Section 727(a)(8).

17. The Bankruptcy Court entered judgment against the debtor, Dorinda D. Peterick, denying her discharge pursuant to Section 727(a)(4) and 727(a)(8). *See* Att. Ex. 9 (Findings of Fact, Conclusions of Law and Order for Judgment in Adv. No. 03-3271).

18. In the August 2003 Chapter 7 case, the mortgagor Green Tree Loan Company f/d/a Conseco Finance Servicing Corp. a/f/k/a Green Tree Financial Servicing Corporation a/f/d/a Green Tree Corporation, Inc. (“Green Tree”) filed a motion to dismiss the Chapter 7 case and to bar the debtor Dorina Diane Peterick from refileing for a period of 180 days.

19. In the August 2003 Chapter 7 Case, the Bankruptcy Court entered an Order dated November 17, 2003, granting the Green Tree motion dismissing the case and barring the debtor from filing a further petition for relief in the Bankruptcy Court for 180 days from the date of the Order. *See* Att. Ex. 10. The Order was final.

20. In January of 2004, the debtor sent a fake petition for Chapter 13 bankruptcy to the creditor East Central Energy (ECE) to stop the collection activity of the creditor. The petition sent by the debtor to the creditor was purported to be date stamped by the Bankruptcy Court on January 12, 2004. *See* Att. Ex. 11 (Affidavit of Donna Heidelberger, Field Service Representative of ECE, filed in January 2004 Chapter 13 Case and attachment 8). Attachment 8 to the Affidavit of Donna Heidelberger shows that the case number on the petition that the debtor represented to have been filed on January 12, 2004, was No. 03-30766 (February 13, 2003 Chapter 13 Case).

21. No bankruptcy petition was filed by the debtor or her spouse on January 12, 2004.

22. Falsely representing to a creditor that a bankruptcy case is pending is a federal

crime pursuant to 18 U.S.C. § 157.⁷

23. After ECE discovered the petition was fraudulent and kept collecting on its debt, the debtor (with her spouse) filed a Chapter 13 petition with the Bankruptcy Court on January 16, 2004 (the January 2004 Chapter 13 case).

24. The Chapter 13 petition violated the Bankruptcy Court's November 17, 2003 Order, which barred the debtor from refiling a bankruptcy case for 180 days.

25. The Bankruptcy Court set a hearing to show cause for the violation of the Order on February 4, 2004, at 2:30 p.m.

26. The debtor and/or the spouse filed responses on January 29, 2004, February 2, 2004, and February 4, 2004. Att. Ex. 12. Neither the debtor nor the spouse made an appearance at the hearing.

27. The Bankruptcy Court denied the debtors motions to continue the hearing, denied the debtors request to extend the periods of time to file schedules, a statement and plan, denied the request of the debtors that the Judge recuse himself, and dismissed the case with prejudice on February 5, 2004. The Bankruptcy Court also implemented a 180 bar on refiling a case pursuant to 11 U.S.C. § 109(g). Att. Ex. 13.

⁷ The statute provides:

A person who, having devised or intended to devise a scheme or artifice to defraud and for the purpose of executing or concealing such a scheme or artifice or attempting to do so –

(3) makes a false or fraudulent representation, claim, or promise concerning or in relation to a proceeding under Title 11, at any time before or after the filing of the petition or in relation to a proceeding falsely asserted to be pending under such Title,

shall be fined under this Title, imprisoned not more than 5 years or both.

28. When the debtor filed this case on September 28, 2004, the debtor was delinquent to ECE in the amount of \$ 400 and the energy company had issued notice to disconnect. *See* Att. Ex. 14.

29. ECE notified the United States Trustee's office of the filing through exhibit 14.

30. Ms. Heidelberger has opined that Minnesota state law will impose a six month moratorium on disconnection of utility services through the winter if the debtor is deemed to be "current" on October 15, 2004 (and upon application) and that a bankruptcy case will cause the account to be treated as current. Att. Ex. 14.

31. A reasonable inference is that the debtor filed this case not to seek relief from overwhelming debts, but to avoid collection efforts by the creditor.

32. In addition to Ms. Heidelberger's affidavit (Att. Ex. 8), which outlines the debtor's tactics in filing bankruptcy, the United States Trustee has also attached the affidavit of Theresa A. Hodnett, filed in response to the Order to Show Cause in the January 2004 Chapter 13 case. Att. Ex. 15. Ms. Hodnett represented Green Tree Loan Company through the period of the prior cases, which affidavit provides additional insight into the timing of the debtor's bankruptcy cases and how the debtor avoided making any payments to Green Tree Loan Company over a period of two years through the serial bankruptcy filing process.

Dismissal of Case

33. The U.S. Trustee moves to dismiss the case under 11 U.S.C. § 707(a) for cause.

34. The case was filed in violation of 11 U.S.C. § 727(a)(8).

35. The proceedings in the July 2003 case and the August 2003 case show that the debtor has knowledge or should have had knowledge that this case was filed in violation of Section 727(a)(8) and that she is not eligible to file a Chapter 7 case until October 15, 2004.

36. The proceedings in the August 2003 case, wherein her discharge was denied for false oath, shows that the debtor has knowledge or should have had knowledge that she was making a false oath on the petition filed in this case, when she failed to list her prior bankruptcy cases.

37. The debtor is using and has used the bankruptcy filings for the automatic stay, without making any good faith effort to reorganize her finances, seek a fresh start, or deal with her creditors in good faith.

38. The conduct, false oaths, and fraud the debtor is cause exists to dismiss this case under Section 707(a).

Bar to Refiling

39. Cause exists to reimplement another 180 bar to refiling against the debtor.

40. The U.S. Trustee incorporates the allegations raised under his section for cause to dismiss this case in support of the bar to refiling.

41. The debtor has failed repeatedly to appear for proper prosecution of her bankruptcy cases in the cases filed in 2003 and 2004.

42. The Bankruptcy Code provides for a bar for 180 days to any filing under the Bankruptcy Code under 11 U.S.C. § 109(g)(1).

43. The 180 day bar has not been effective in preventing the debtor's fraudulent conduct and disregard for the Bankruptcy Code.

44. Pursuant to the Court's authority under 11 U.S.C. §§ 105 and 349, the United States Trustee requests that the Court extend this period to two years from the date of entry of the order dismissing this case and that the Bankruptcy Court direct the Clerk of Court not to accept any filings from the debtor during that two year prohibition.

45. Pursuant to Local Bankruptcy Rule 9013-2(e), the exhibits exceed 50 pages in length. For the purpose of service, the exhibits have only been served on the debtor. Other parties may download the exhibits at the Bankruptcy Court web cite www.mnb.uscourts.gov.

WHEREFORE, the United States Trustee moves the Bankruptcy Court to dismiss this case and to bar the debtor from refiling a petition under any chapter of Title 11 for a period of two years.

Dated: September 30, 2004

Respectfully submitted,
HABBO G. FOKKENA
United States Trustee
Region 12

By: /s/ Sarah J. Wencil
Sarah J. Wencil
Trial Attorney
United States Trustee's Office
1015 United States Courthouse
300 South Fourth Street
Minneapolis, MN 55415
IA ATTY No. 14014
(612) 664-5500

Exhibit 1

FORM B1	United States Bankruptcy Court District of _____	Voluntary Petition
----------------	---	---------------------------

Name of Debtor (if individual, enter Last, First, Middle): <i>Peterick Dorinda Diane</i>	Name of Joint Debtor (Spouse) (Last, First, Middle):
---	--

All Other Names used by the Debtor in the last 6 years (include married, maiden, and trade names):	All Other Names used by the Joint Debtor in the last 6 years (include married, maiden, and trade names):
--	--

Last four digits of Soc. Sec. No./Complete EIN or other Tax I.D. No. (if more than one, state all): <i>5660</i>	Last four digits of Soc. Sec.No./Complete EIN or other Tax I.D. No. (if more than one, state all):
---	--

Street Address of Debtor (No. & Street, City, State & Zip Code): <i>7361 Acorn RD NW / PO. Box 47 Royallton MN. 56373</i>	Street Address of Joint Debtor (No. & Street, City, State & Zip Code):
--	--

County of Residence or of the Principal Place of Business: <i>Benton</i>	County of Residence or of the Principal Place of Business:
--	--

Mailing Address of Debtor (if different from street address):	Mailing Address of Joint Debtor (if different from street address):
---	---

Location of Principal Assets of Business Debtor (if different from street address above):

Information Regarding the Debtor (Check the Applicable Boxes)

Venue (Check any applicable box)

- Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District.
- There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.

<p>Type of Debtor (Check all boxes that apply)</p> <table style="width:100%;"> <tr> <td><input checked="" type="checkbox"/> Individual(s)</td> <td><input type="checkbox"/> Railroad</td> </tr> <tr> <td><input type="checkbox"/> Corporation</td> <td><input type="checkbox"/> Stockbroker</td> </tr> <tr> <td><input type="checkbox"/> Partnership</td> <td><input type="checkbox"/> Commodity Broker</td> </tr> <tr> <td><input type="checkbox"/> Other _____</td> <td><input type="checkbox"/> Clearing Bank</td> </tr> </table>	<input checked="" type="checkbox"/> Individual(s)	<input type="checkbox"/> Railroad	<input type="checkbox"/> Corporation	<input type="checkbox"/> Stockbroker	<input type="checkbox"/> Partnership	<input type="checkbox"/> Commodity Broker	<input type="checkbox"/> Other _____	<input type="checkbox"/> Clearing Bank	<p>Chapter or Section of Bankruptcy Code Under Which the Petition is Filed (Check one box)</p> <table style="width:100%;"> <tr> <td><input checked="" type="checkbox"/> Chapter 7</td> <td><input type="checkbox"/> Chapter 11</td> <td><input type="checkbox"/> Chapter 13</td> </tr> <tr> <td><input type="checkbox"/> Chapter 9</td> <td><input type="checkbox"/> Chapter 12</td> <td></td> </tr> <tr> <td colspan="3"><input type="checkbox"/> Sec. 304 - Case ancillary to foreign proceeding</td> </tr> </table>	<input checked="" type="checkbox"/> Chapter 7	<input type="checkbox"/> Chapter 11	<input type="checkbox"/> Chapter 13	<input type="checkbox"/> Chapter 9	<input type="checkbox"/> Chapter 12		<input type="checkbox"/> Sec. 304 - Case ancillary to foreign proceeding		
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<input type="checkbox"/> Sec. 304 - Case ancillary to foreign proceeding																		
<p>Nature of Debts (Check one box)</p> <p><input type="checkbox"/> Consumer/Non-Business <input type="checkbox"/> Business</p>	<p>Filing Fee (Check one box)</p> <p><input type="checkbox"/> Full Filing Fee attached</p> <p><input checked="" type="checkbox"/> Filing Fee to be paid in installments (Applicable to individuals only) Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form No. 3.</p>																	
<p>Chapter 11 Small Business (Check all boxes that apply)</p> <p><input type="checkbox"/> Debtor is a small business as defined in 11 U.S.C. § 101</p> <p><input type="checkbox"/> Debtor is and elects to be considered a small business under 11 U.S.C. § 1121(e) (Optional)</p>																		

<p>Statistical/Administrative Information (Estimates only)</p> <p><input type="checkbox"/> Debtor estimates that funds will be available for distribution to unsecured creditors.</p> <p><input type="checkbox"/> Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.</p>	<p>THIS SPACE IS FOR COURT USE ONLY</p> <p style="font-size: 2em; font-weight: bold;">RECEIVED</p> <p style="font-size: 1.2em; font-weight: bold;">04 SEP 28 AM 10:06</p> <p style="font-size: 0.8em;">U.S. BANKRUPTCY COURT ST. PAUL, MN</p>																		
<table style="width:100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">Estimated Number of Creditors</td> <td style="text-align: center;">1-15</td> <td style="text-align: center;">16-49</td> <td style="text-align: center;">50-99</td> <td style="text-align: center;">100-199</td> <td style="text-align: center;">200-999</td> <td style="text-align: center;">1000-over</td> </tr> <tr> <td></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	Estimated Number of Creditors	1-15	16-49	50-99	100-199	200-999	1000-over		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>					
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04-35603 (GFL) (1-1)

Voluntary Petition (This page must be completed and filed in every case)		Name of Debtor(s):	
Prior Bankruptcy Case Filed Within Last 6 Years (If more than one, attach additional sheet)			
Location Where Filed:	Case Number:	Date Filed:	
Pending Bankruptcy Case Filed by any Spouse, Partner or Affiliate of this Debtor (If more than one, attach additional sheet)		Name of Debtor:	
Name of Debtor:	Case Number:	Date Filed:	
District:	Relationship:	Judge:	

Signatures

Signature(s) of Debtor(s) (Individual/Joint)

I declare under penalty of perjury that the information provided in this petition is true and correct.
 [If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12 or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7.
 I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X *Daniel Peterick*
 Signature of Debtor

X _____
 Signature of Joint Debtor
320-360-0323
 Telephone Number (If not represented by attorney)
9-23-04
 Date

Signature of Attorney

X _____
 Signature of Attorney for Debtor(s)

 Printed Name of Attorney for Debtor(s)

 Firm Name

 Address

 Telephone Number

 Date

Signature of Debtor (Corporation/Partnership)

I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X _____
 Signature of Authorized Individual

 Printed Name of Authorized Individual

 Title of Authorized Individual

 Date

Exhibit A

(To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11)

Exhibit A is attached and made a part of this petition.

Exhibit B

(To be completed if debtor is an individual whose debts are primarily consumer debts)

I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter.

X _____
 Signature of Attorney for Debtor(s) Date

Exhibit C

Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety?

Yes, and Exhibit C is attached and made a part of this petition.
 No

Signature of Non-Attorney Petition Preparer

I certify that I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110, that I prepared this document for compensation, and that I have provided the debtor with a copy of this document.

 Printed Name of Bankruptcy Petition Preparer

 Social Security Number (Required by 11 U.S.C. § 110(c).)

 Address

Names and Social Security numbers of all other individuals who prepared or assisted in preparing this document:

If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.

X _____
 Signature of Bankruptcy Petition Preparer

 Date

A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both 11 U.S.C. §110; 18 U.S.C. §156.

Exhibit 2

Return to Search Results Page

U.S. Bankruptcy Court
District of Minnesota (St. Paul)

Bankruptcy Petition #: 04-30222

Date filed: 1/16/04 Date terminated: 3/5/04
Assigned to: JUDGE DENNIS D O'BRIEN
Chapter 13 voluntary individual asset joint

===== * Attorneys *
GLENN MICHAEL PETERICK GLENN MICHAEL PETERICK
7361 ACORN ROAD NORTHWEST PRO SE
PO BOX 47
ROYALTON, MN 56373
SSN: XXX-XX-8019
* Debtor *

DORINDA DIANE PETERICK DORINDA DIANE PETERICK
7361 ACORN RD NW PRO SE
PO BOX 47
ROYALTON, MN 56373
SSN: XXX-XX-5660
* Debtor *

MICHAEL J FARRELL
PO BOX 519
BARNESVILLE, MN 56514
* Trustee *

U S TRUSTEE
1015 U S COURTHOUSE
300 S 4TH ST
MINNEAPOLIS, MN 55415
* U S Trustee *

Proceedings include all events. CLOSED

- 1/16/04 1 Voluntary Petition missing documents: Schedules A through J
Due on 2/2/04 ;Chapter 13 Plan due on 2/2/04 ;Proof of
Claim (gov) Deadline: 7/14/04 (lje) [EOD 01/16/04]
- 1/16/04 2 Application by Debtor DORINDA DIANE PETERICK, Debtor GLENN
MICHAEL PETERICK To Pay Filing Fee In Installments (lje)
[EOD 01/16/04]
- 1/16/04 -- Installment Fee Paid. (Amount Paid \$ 97.00 Receipt #
142737) (lje) [EOD 01/16/04]

Proceedings include all events.

CLOSED

04-30222 In re: GLENN MICHAEL PETERICK and DORINDA DIANE PETERICK D 020504

1/16/04 3 Creditor list supplied by debtor. (lje) [EOD 01/16/04]

1/22/04 4 E Order to Show Cause (DDO: 1/20/04); Show Cause Hearing Set For 2:30 2/4/04 AT Courtroom 228A (St. Paul) . Certificate of Mailing. (nab) [EOD 01/22/04]

1/26/04 5 Affidavit of Theresa A. Hodnett in Response Re: [4-1] Show Cause Order. Proof of Service. (sas) [EOD 01/26/04]

1/27/04 6 Response by U S Trustee U S TRUSTEE to [4-1] Show Cause Order . Affidavit, Memorandum of Law, Proof of Service. (A052) [EOD 01/27/04]

1/29/04 7 Letter of REQUEST TO CONTINUE Hearing by Debtor DORINDA DIANE PETERICK, Debtor GLENN MICHAEL PETERICK Re: [4-1] Show Cause Order . (lje) [EOD 01/29/04]

2/2/04 8 Letter by Debtor DORINDA DIANE PETERICK, Debtor GLENN MICHAEL PETERICK . (lje) [EOD 02/02/04]

2/4/04 9 Motion by Debtor DORINDA DIANE PETERICK, Debtor GLENN MICHAEL PETERICK To CONTINUE Hearing Re: [4-1] Show Cause Order, FOR RECUSAL AND OBJECTION TO ORDER TO SHOW CAUSE. (nab) [EOD 02/04/04]

2/4/04 10 Minute Sheet Re: [4-1] Show Cause Order . SEE MINUTE SHEET (djml) [EOD 02/04/04]

2/5/04 11 ELECTRONIC Order Dismissing Case. (DDO: 2/5/04) Certificate of Mailing. (sas) [EOD 02/05/04]

2/6/04 12 Notice of Dismissal. (sas) [EOD 02/06/04]

2/12/04 13 Chapter 13 trustee's final report in dismissed case. (A813) [EOD 02/12/04]

2/18/04 14 Court's Certificate of Mailing Re: [12-1] To Dismiss Notice of . (kh) [EOD 02/18/04]

3/5/04 15 Order Closing Case and Discharging Trustee. (lje) [EOD 03/05/04]

3/5/04 -- Case Closed. (lje) [EOD 03/05/04]

Exhibit 3



U.S. Bankruptcy Court
District of Minnesota (St. Paul)

Bankruptcy Petition #: 03-35953

Date filed: 8/29/03 Date terminated: 12/4/03
Assigned to: JUDGE DENNIS D O'BRIEN
Chapter 7 voluntary individual no asset

=====
* Attorneys *

DORINDA DIANE PETERICK
7361 ACORN RD NW
PO BOX 47
ROYALTON, MN 56373
SSN: XXX-XX-5660
* Debtor *

DORINDA DIANE PETERICK
PRO SE

DORRAINE A LARISON
1010 W ST GERMAIN RM 600
ST CLOUD, MN 56301
* Trustee *

Proceedings include all events.

CLOSED

- 8/29/03 1 Voluntary Petition all schedules and statements. (Filing Fee \$ 200.00 Receipt # 139378) (vrs) [EOD 09/02/03] [03-35953]
- 8/29/03 5 FILING INFORMATION. (lje) [EOD 09/03/03] [03-35953]
- 8/29/03 6 CHAPTER 13 PLAN. (lje) [EOD 09/03/03] [03-35953]
- 9/2/03 2 Creditor list supplied by debtor. (lje) [EOD 09/02/03] [03-35953]
- 9/2/03 3 Appointment of Interim Trustee and Approval of Bond. (lje) [EOD 09/02/03] [03-35953]
- 9/2/03 4 Notice of Meeting of Creditors under 11 USC 341(a) Scheduled For 1:30 10/9/03 At St. Cloud Last Day To Oppose Discharge: 12/8/03 Certificate of Service. (lje) [EOD 09/02/03] [03-35953]
- 9/3/03 7 Copy of Letter. (lje) [EOD 09/03/03] [03-35953]

Proceedings include all events. CLOSED
 03-35953 In re: DORINDA DIANE PETERICK DISMSD 111903

9/16/03 -- Complaint (03-3271) HABBO G FOKKENA US TRUSTEE vs. DORINDA
 DIANE PETERICK. NOS 424 Objection To
 Discharge (727) by Sarah Wencil on: Tue Sep 16 08:58:19
 2003 (A052) [EOD 09/16/03] [03-3271]

10/6/03 8 Letter by Debtor DORINDA DIANE PETERICK RE: 341 MEETING .
 (lje) [EOD 10/06/03] [03-35953]

10/6/03 9 Copy of Letter. (lje) [EOD 10/06/03] [03-35953]

10/9/03 10 Letter by Debtor DORINDA DIANE PETERICK RE: 341 MEETING
 RESCHEDULED . (lje) [EOD 10/09/03] [03-35953]

10/14/03 11 Notice of Hearing and Motion by Creditor GREEN TREE LOAN CO
 (HODNETT) To Dismiss Case . Hearing Scheduled for 2:15
 11/17/03 at Courtroom 228A (St. Paul) Affidavit, Memorandum
 of Law, Proof of Service, Proposed Order. (A119)
 [EOD 10/14/03] [03-35953]

10/21/03 -- Disposition of Adversary (03-3271) Granting [1-1] Complaint
 NOS 424 Objection To Discharge (727) . (nab) [EOD 10/21/03]
 [03-3271]

10/21/03 12 CERTIFIED COPY OF Judgment for UNITED STATES TRUSTEE HABBO
 G FOKKENA US TRUSTEE Against Debtor DORINDA DIANE PETERICK
 ENTERED IN ADV 03-3271. DISCHARGE IS DENIED. (nab)
 [EOD 10/21/03] [03-35953]

10/22/03 13 Notice of Denial of Discharge. (sja) [EOD 10/22/03]
 [03-35953]

11/7/03 -- Notice of no asset case by trustee. Meeting of creditors
 held 11/06/03. (A131) [EOD 11/07/03] [03-35953]

11/17/03 -- Minutes Re: [11-1] Motion To Dismiss Case by GREEN TREE
 LOAN CO (HODNETT) . GRANTED BY DEFAULT (djml) [EOD 11/17/03]
 [03-35953]

11/17/03 14 ENTRY EDITED: ADDED MISSING DOCKET TEXT. Order Granting
 [11-1] Motion To Dismiss Case by GREEN TREE LOAN CO
 (HODNETT). (DDO 11/17/03) Court's Certificate of Mailing.
 (sja) [EOD 11/19/03] [03-35953]

11/19/03 15 Notice of Dismissal. Certificate of Service. (sja)
 [EOD 11/19/03] [03-35953]

11/26/03 16 Court's Certificate of Mailing Re: [15-1] To Dismiss Notice
 of . (d_t) [EOD 11/26/03] [03-35953]

12/4/03 17 Order Closing Case and Discharging Trustee. (djml)
 [EOD 12/04/03] [03-35953]

12/4/03 -- Case Closed. (sja) [EOD 12/04/03]

Exhibit 4



U.S. Bankruptcy Court
District of Minnesota (St. Paul)

Bankruptcy Petition #: 03-34912

Date filed: 7/16/03
Assigned to: JUDGE DENNIS D O'BRIEN
Chapter 7 voluntary individual no asset

===== * Attorneys *

DORINDA DIANE PETERICK DORINDA DIANE PETERICK
7361 ACORN RD NW PRO SE
PO BOX 47
ROYALTON, MN 56373
SSN: XXX-XX-5660
* Debtor *

DORRAINE A LARISON
1010 W ST GERMAIN RM 600
ST CLOUD, MN 56301
* Trustee *

U S TRUSTEE
1015 U S COURTHOUSE
300 S 4TH ST
MINNEAPOLIS, MN 55415
* U S Trustee *

NAUNI JO MANTY
RIDER BENNETT LLP
333 S 7TH ST STE 2000
MINNEAPOLIS, MN 55402
* Trustee *

Proceedings include all events.

- 7/16/03 1 Voluntary Petition missing documents: Schedules A through J
Due on 7/31/03 (NO FILING FEE RECEIVED). (dlt)
[EOD 07/17/03] [03-34912]
- 7/17/03 2 Appointment of Interim Trustee and Approval of Bond. (dlt)
[EOD 07/17/03] [03-34912]
- 7/17/03 3 Order Upon Partial Case Filing ; Incomplete Filings Due:
7/31/03 Certificate of Mailing. (dlt) [EOD 07/17/03]
[03-34912]

Proceedings include all events.

03-34912 In re: DORINDA DIANE PETERICK DISMSD 082003

7/17/03 5 Application by Debtor DORINDA DIANE PETERICK To Pay Filing Fee In Installments (dlt) [EOD 07/21/03] [03-34912]

7/18/03 4 Order FOR PAYMENT OF FILING FEES. (DDO: 7/18/03) CERTIFICATE OF MAILING. (lje) [EOD 07/18/03] [03-34912]

7/24/03 -- Complaint (03-3220) HABBO G FOKKENA US TRUSTEE vs. DORINDA DIANE PETERICK . NOS 424 Objection To Discharge (727) by Sarah Wencil on: Thu Jul 24 14:59:49 2003 (A052) [EOD 07/24/03] [03-3220]

7/28/03 6 Letter by Debtor DORINDA DIANE PETERICK EXTEND TIME TO FILE SCHEDULES Re: [1-1] Voluntary Petition . (kh) [EOD 07/28/03] [03-34912]

7/29/03 7 Order Granting [6-1] Letter FOR EXTENSION OF TIME by DORINDA DIANE PETERICK. (DDO 7/28/03) CERTIFICATE OF MAILING. (skm) [EOD 07/29/03] [03-34912]

7/29/03 -- Update Deadline; Incomplete Filings Due on 8/8/03 (skm) [EOD 07/29/03] [03-34912]

8/7/03 8 Schedules. (lje) [EOD 08/08/03] [03-34912]

8/7/03 9 Letter by Debtor DORINDA DIANE PETERICK RE: WAGE EARNER PLAN . (lje) [EOD 08/08/03] [03-34912]

8/8/03 10 Copy of Letter. (lje) [EOD 08/08/03] [03-34912]

8/8/03 11 Creditor list supplied by debtor. (lje) [EOD 08/08/03] [03-34912]

8/8/03 12 Appointment of Interim Trustee and Approval of Bond. (lje) [EOD 08/08/03] [03-34912]

8/8/03 13 Notice of Meeting of Creditors under 11 USC 341(a) Scheduled For 10:30 9/12/03 At St. Paul Last Day To Oppose Discharge: 11/12/03 Certificate of Service. (lje) [EOD 08/08/03] [03-34912]

8/20/03 14 Notice of Returned Mail Re: Creditor BFI, UPSALA COOP TELEPHONE. (kh) [EOD 08/20/03] [03-34912]

8/20/03 15 E Order Dismissing Case. (DDO: 8/20/03) Certificate of Service. (nab) [EOD 08/20/03] [03-34912]

8/22/03 16 Trustee's Report of No Assets. (sja) [EOD 08/22/03]

8/22/03 17 Letter by Debtor DORINDA DIANE PETERICK Re: INSTALLMENT PAYMENT [4-1] Order . (sja) [EOD 08/22/03] [03-34912]

8/22/03 18 Copy of Letter. (sja) [EOD 08/22/03] [03-34912]

Proceedings include all events.

03-34912 In re: DORINDA DIANE PETERICK

DISMSD 082003

8/28/03 -- Disposition of Adversary (03-3220) Dismissing [1-1]
Complaint NOS 424 Objection To Discharge (727) . (nab)
[EOD 08/28/03] [03-3220]

8/29/03 19 Court's Certificate of Mailing Re: [15-1] To Dismiss Order
. (lje) [EOD 08/29/03] [03-34912]

9/26/03 -- Adversary Case (03-3220) Closed. (djml) [EOD 09/26/03]
[03-3220]

Exhibit 5



U.S. Bankruptcy Court
District of Minnesota (St. Paul)

Bankruptcy Petition #: 03-30766

Date filed: 2/4/03
Assigned to: CHIEF JUDGE GREGORY F KISHEL
Chapter 13 voluntary individual asset joint

===== * Attorneys *

GLENN MICHAEL PETERICK
7361 ACORN ROAD NORTHWEST
PO BOX 47
ROYALTON, MN 56373
SSN: XXX-XX-8019
* Debtor *

GLENN MICHAEL PETERICK
PRO SE

DORINDA DIANE PETERICK
7361 ACORN ROAD NORTHWEST
PO BOX 47
ROYALTON, MN 56373
SSN: XXX-XX-5660
* Debtor *

DORINDA DIANE PETERICK
PRO SE

U S TRUSTEE
1015 U S COURTHOUSE
300 S 4TH ST
MINNEAPOLIS, MN 55415
* U S Trustee *

MICHAEL J FARRELL
PO BOX 519
BARNESVILLE, MN 56514
* Trustee *

Proceedings include all events.

- 2/4/03 1 Voluntary Petition missing documents: Schedules A through J
Due on 2/19/03 ;Chapter 13 Plan due on 2/19/03 ;Proof of
Claim (gov) Deadline: 8/4/03 (Filing Fee \$ 185.00 Receipt
133596) (jj1) [EOD 02/04/03]
- 2/4/03 2 Order Upon Partial Case Filing ; Incomplete Filings Due:
2/19/03 Certificate of Mailing. (jj1) [EOD 02/04/03]
- 2/19/03 3 Schedules. (lje) [EOD 02/21/03]

Proceedings include all events.

03-30766 In re: GLENN MICHAEL PETERICK and DORINDA DIANE PETERICK D 052903

2/19/03 4 Chapter 13 Plan. (lje) [EOD 02/21/03]

2/19/03 5 Matrix. (lje) [EOD 02/21/03]

3/4/03 6 Amended [4-1] Chapter 13 Plan . Filed by DORINDA DIANE PETERICK for Debtor DORINDA DIANE PETERICK, GLENN MICHAEL PETERICK for Debtor GLENN MICHAEL PETERICK (lje) [EOD 03/04/03]

3/4/03 7 Declaration of Original Signature Re: [6-1] Amended Document by GLENN MICHAEL PETERICK, DORINDA DIANE PETERICK . (lje) [EOD 03/04/03]

3/4/03 8 Letter by Debtor DORINDA DIANE PETERICK, Debtor GLENN MICHAEL PETERICK . (lje) [EOD 03/04/03]

3/4/03 9 Notice of Meeting of Creditors under 11 USC 341(a) Scheduled For 9:00 4/18/03 At St. Cloud Confirmation Hearing Set For 5/22/03 At St.Paul (Ch. 13 Room) ;Last Day to File Proofs of Claim: 7/17/03 Certificate of Service. (lje) [EOD 03/04/03]

3/10/03 10 AMENDED Notice of Meeting of Creditors under 11 USC 341(a) Scheduled For 9:00 4/18/03 At Ch. 13 Office Minneapolis Confirmation Hearing Set For 11:00 5/29/03 At St.Paul (Ch. 13 Room) ;Last Day to File Proofs of Claim: 7/17/03 Certificate of Service. (jjl) [EOD 03/10/03]

3/10/03 11 Court's Certificate of Mailing Re: [4-1] Chapter 13 Plan . (jjl) [EOD 03/10/03]

3/13/03 12 2ND AMENDED Notice of Meeting of Creditors under 11 USC 341(a) Scheduled For 9:00 4/18/03 At St. Cloud Confirmation Hearing Set For 11:00 5/29/03 At St.Paul (Ch. 13 Room) ; Last Day to File Proofs of Claim: 7/17/03 Certificate of Service. (lje) [EOD 03/13/03]

3/17/03 13 Court's Certificate of Mailing Re: [4-1] Chapter 13 Plan . (jjl) [EOD 03/17/03]

3/27/03 14 AMENDED Notice of Meeting of Creditors under 11 USC 341(a) Scheduled For 9:00 4/18/03 At St. Cloud Confirmation Hearing Set For 10:00 5/29/03 At St.Paul (Ch. 13 Room) ; Last Day to File Proofs of Claim: 7/17/03 Certificate of Service. (sas) [EOD 03/27/03]

4/10/03 15 Objection by Creditor CONSECO FINANCE LOAN CO (SANFORD) to Confirmation of [4-1] Plan. Affidavit, Memorandum of Law, Proof of Service, Proposed Order. (A117) [EOD 04/10/03]

4/29/03 16 Motion by Trustee MICHAEL J FARRELL Objection to Document [4-1] Chapter 13 Plan, To Dismiss Case. AFFIDAVIT. MEMORANDUM. CERTIFICATE OF SERVICE. PROPOSED ORDER. (sas) [EOD 04/30/03]

Proceedings include all events.

03-30766 In re: GLENN MICHAEL PETERICK and DORINDA DIANE PETERICK D 052903

5/1/03 17 Notice of Hearing and Motion by Creditor CONSECO FINANCE LOAN CO (SANFORD) For Relief From Stay . Hearing Scheduled for 10:30 5/19/03 at Courtroom 228B (St. Paul) , Filing fee paid \$ 75.00, Record: E11965; Affidavit, Memorandum of Law, Proof of Service, Proposed Order. (A117) [EOD 05/01/03]

5/1/03 -- Filing Fee Paid in Full Re: [17-1] Motion For Relief From Stay by CONSECO FINANCE LOAN CO (SANFORD) (Filing Fee \$ 75.00 Receipt # 136113) (jj1) [EOD 05/01/03]

5/7/03 18 Report of Chapter 13 Trustee re: [17-1] Motion For Relief From Stay by CONSECO FINANCE LOAN CO (SANFORD) (A813) [EOD 05/07/03]

5/19/03 -- ELECTRONIC Minutes Re: [17-1] Motion For Relief From Stay by CONSECO FINANCE LOAN CO. MOTION GRANTED BY DEFAULT. (jrb) [EOD 05/19/03]

5/19/03 19 ELECTRONIC Order Granting [17-1] Motion For Relief From Stay by CONSECO FINANCE LOAN CO. (GFK) COURT'S CERTIFICATE OF MAILING. (jrb) [EOD 05/19/03]

5/29/03 20 ELECTRONIC Minute Sheet Re: [16-2] Motion To Dismiss Case by MICHAEL J FARRELL, [4-1] Chapter 13 Plan AND OBJECTIONS FILED THERETO. ATTORNEYS PRESENT: PATTI J. SULLIVAN FOR THE CHAPTER 13 TRUSTEE AND THERESA HODNETT FOR CONSECO FINANCE. CONFIRMATION OF CHAPTER 13 PLAN DENIED AND CASE DISMISSED. . (jrb) [EOD 05/29/03]

5/29/03 21 ELECTRONIC ORDER DENYING CONFIRMATION OF CHAPTER 13 PLAN AND DISMISSING CASE. (GFK) COURT'S CERTIFICATE OF MAILING. (jrb) [EOD 05/29/03]

5/30/03 22 Notice of Dismissal. (sas) [EOD 05/30/03]

6/6/03 23 Court's Certificate of Mailing Re: [22-1] To Dismiss Notice of . (d_t) [EOD 06/06/03]

12/22/03 24 Unclaimed dividends deposited with the court by the trustee. Amount of deposit: \$ 60.08 Receipt # 142205 (saj) [EOD 12/22/03]

Exhibit 6



U.S. Bankruptcy Court
District of Minnesota (St. Paul)

Bankruptcy Petition #: 03-30095

Date filed: 1/7/03 Date terminated: 2/24/03
Assigned to: CHIEF JUDGE GREGORY F KISHEL
Chapter 13 voluntary individual asset joint

===== * Attorneys *

GLENN MICHAEL PETERICK
7361 ACORN ROAD NORTHWEST
PO BOX 47
ROYALTON, MN 56373
SSN: XXX-XX-8019
* Debtor *

GLENN MICHAEL PETERICK
PRO SE

DORINDA DIANE PETERICK
7361 ACORN ROAD NORTHWEST
PO BOX 47
ROYALTON, MN 56373
SSN: XXX-XX-5660
* Debtor *

DORINDA DIANE PETERICK
PRO SE

JASMINE Z KELLER
12 S 6TH ST STE 310
MINNEAPOLIS, MN 55402
* Trustee *

U S TRUSTEE
1015 U S COURTHOUSE
300 S 4TH ST
MINNEAPOLIS, MN 55415
* U S Trustee *

Proceedings include all events.

CLOSED

- 1/7/03 1 Voluntary Petition missing documents: Schedules A through J
Due on 1/22/03 ;Chapter 13 Plan due on 1/22/03 ;Proof of
Claim (gov) Deadline: 7/7/03 (Filing Fee \$ 185.00 Receipt
132867) (blm) [EOD 01/07/03]
- 1/7/03 2 Order Upon Partial Case Filing ; Incomplete Filings Due:
1/22/03 Certificate of Mailing. (blm) [EOD 01/07/03]
- 1/23/03 3 LETTER by Debtor DORINDA DIANE PETERICK, Debtor GLENN
MICHAEL PETERICK To EXTEND Time To FILE SCHEDULES . (blm)

Proceedings include all events.

CLOSED

03-30095 In re: GLENN MICHAEL PETERICK and DORINDA DIANE PETERICK D 012903

[EOD 01/23/03]

1/29/03 4 Matrix. (lje) [EOD 01/29/03]

1/29/03 5 Order Dismissing Case. (GFK: 1/29/03) (lje) [EOD 01/29/03]

2/3/03 6 Court's Certificate of Mailing Re: [5-1] To Dismiss Order .
(d_t) [EOD 02/03/03]

2/3/03 7 Chapter 13 trustee's final report in dismissed case. (A324)
[EOD 02/03/03]

2/24/03 8 Order Closing Case and Discharging Trustee. (blm)
[EOD 02/24/03]

2/24/03 -- Case Closed. (blm) [EOD 02/24/03]

Exhibit 7



U.S. Bankruptcy Court
District of Minnesota (St. Paul)

Bankruptcy Petition #: 98-36105

Date filed: 10/15/98 Date terminated: 10/15/01
Assigned to: JUDGE DENNIS D O'BRIEN
Chapter 7 voluntary asset joint

===== * Attorneys *

GLENN MICHAEL PETERICK
7361 ACORN ROAD NORTHWEST
ROYALTON, MN 56373
SSN: XXX-XX-8019
* Debtor *

TIMOTHY R REUTER
1287 N 2ND ST STE 101
SAUK RAPIDS, MN 56379
320-251-1423

DORINDA DIANE PETERICK
7361 ACORN ROAD NORTHWEST
ROYALTON, MN 56373
SSN: XXX-XX-5660
* Debtor *

TIMOTHY R REUTER
(See above)

JASMINE Z KELLER
12 S 6TH ST STE 310
MINNEAPOLIS, MN 55402
* Trustee *
[term 07/23/99]

U S TRUSTEE
1015 U S COURTHOUSE
300 S 4TH ST
MINNEAPOLIS, MN 55415
* U S Trustee *

PATTI J SULLIVAN
PO BOX 16406
ST PAUL, MN 55116
* Trustee *

Proceedings include all events.

CLOSED

10/15/98 1 Voluntary Petition missing documents: Schedules A through J
Due on 10/30/98 ;Chapter 13 Plan due on 10/30/98 ;Proof of
Claim (gov) Deadline: 4/13/99 (Filing Fee \$ 160.00
Receipt # 94771) (lk) [EOD 10/16/98]

10/15/98 2 Matrix. (lk) [EOD 10/16/98]

Proceedings include all events.

CLOSED

98-36105

In re: GLENN MICHAEL PETERICK and DORINDA DIANE PETERICK

10/15/98 4 CASE UPDATE SHEET. (lk) [EOD 10/16/98]

10/16/98 3 Order Upon Partial Case Filing ; Incomplete Filings Due: 10/30/98 Certificate of Mailing. (lk) [EOD 10/16/98]

10/26/98 5 Schedules (lk) [EOD 10/28/98]

10/26/98 7 Matrix. (lk) [EOD 10/28/98]

10/28/98 6 Chapter 13 Plan. (lk) [EOD 10/28/98]

10/29/98 8 Notice of Meeting of Creditors under 11 USC 341(a) Scheduled For 11:15 11/20/98 At Ch. 13 Office Minneapolis Confirmation Hearing Set For 10:30 12/10/98 At St.Paul (Ch. 13 Room) ;Last Day to File Proofs of Claim: 2/18/99 (lk) [EOD 10/29/98]

10/31/98 9 Courts BNC Certificate of Service Re: [8-1] Meeting . # of Notices: 63 were sent out. (auto) [EOD 11/03/98]

11/4/98 10 Notice of Returned Mail Re: Creditor. (bbo) [EOD 11/04/98]

11/10/98 11 Notice of Returned Mail Re: Creditor. (lk) [EOD 11/10/98]

11/20/98 -- Meeting of Creditors Held. (vrs) [EOD 12/08/98]

12/10/98 12 Minute Sheet Re: [6-1] Chapter 13 Plan . PLAN CONFIRMED. (blm) [EOD 12/10/98]

12/10/98 13 Order Confirming [6-1] Chapter 13 Plan . Certificate of Mailing. (blm) [EOD 12/10/98]

2/3/99 14 Application For Compensation Filed by TIMOTHY R REUTER Attorney for Debtor. Fees: \$ 850.00 (sas) [EOD 02/03/99]

2/3/99 15 Order Granting Attorney's Fees Re: [14-1] Chapter 13 Application in the Amount of \$ 850.00. Certificate of Mailing. (sas) [EOD 02/03/99]

5/17/99 16 Motion by Trustee JASMINE Z KELLER To Dismiss or Convert Case . Affidavit. Certificate of Service. (blm) [EOD 05/18/99]

5/17/99 -- Hearing Re: [16-1] Motion To Dismiss or Convert Case by JASMINE Z KELLER SCHEDULED For 10:00 6/10/99 at Courtroom 228A (St. Paul) (blm) [EOD 05/18/99]

6/10/99 17 Minute Sheet Re: [16-1] Motion To Dismiss or Convert Case by JASMINE Z KELLER . HEARING CONTINUED. (sas) [EOD 06/11/99]

Proceedings include all events. CLOSED
 98-36105 In re: GLENN MICHAEL PETERICK and DORINDA DIANE PETERICK

6/10/99 -- Hearing Re: [16-1] Motion To Dismiss or Convert Case by
 JASMINE Z KELLER Scheduled For 10:00 7/8/99 at Courtroom
 228A (St. Paul) (sas) [EOD 06/11/99]

7/8/99 18 Minute Sheet Re: [16-1] Motion To Dismiss or Convert Case
 by JASMINE Z KELLER . HEARING CONTINUED. (sas)
 [EOD 07/12/99]

7/8/99 -- Hearing Re: [16-1] Motion To Dismiss or Convert Case by
 JASMINE Z KELLER Continued For 10:00 8/12/99 at Courtroom
 228A (St. Paul) (sas) [EOD 07/12/99]

7/23/99 19 Notice Of Voluntary Conversion By Debtor DORINDA DIANE
 PETERICK, Debtor GLENN MICHAEL PETERICK Involvement of
 Trustee JASMINE Z KELLER Terminated; Trustee Appointed.
 all schedules and statements. ;Proof of Claim (gov) Due:
 1/19/00 (lk) [EOD 07/23/99]

7/23/99 20 Clerk's Note to File. (jt) [EOD 07/26/99]

7/26/99 21 CONVERSION Worksheet Re: Meeting of Creditors. (jt)
 [EOD 07/26/99]

7/26/99 22 Appointment of Interim Trustee (SULLIVAN) and Approval of
 Bond. (jt) [EOD 07/26/99]

7/26/99 23 Notice of Meeting of Creditors under 11 USC 341(a)
 Scheduled For 9:00 8/26/99 At St. Cloud Last Day To Oppose
 Discharge: 10/25/99 ;Last Day to File Proofs of Claim:
 11/24/99 (jt) [EOD 07/26/99]

7/28/99 24 Courts BNC Certificate of Service Re: [23-1] Meeting . #
 of Notices: 71 were sent out. (auto) [EOD 07/29/99]

8/5/99 25 Notice of Returned Mail Re: Creditor. (md) [EOD 08/05/99]

8/17/99 26 Notice of Returned Mail Re: Creditor. (md) [EOD 08/17/99]

8/26/99 -- Meeting of Creditors Held. (vrs) [EOD 08/27/99]

9/20/99 27 Letter by Debtor GLENN MICHAEL PETERICK Re: [23-1]
 Meeting . (jjl) [EOD 09/20/99]

9/22/99 28 Verified Statement by Trustee PATTI J SULLIVAN Re: [23-1]
 Meeting Not Concluded and Request for Order Deferring
 Discharge. CERTIFICATE OF SERVICE. (blm) [EOD 09/22/99]
 [Edit date 09/23/99]

9/23/99 29 Order Deferring Discharge Re: [28-1] Statement of Trustee
 by PATTI J SULLIVAN Last Day for Objections to Discharge on
 12/3/99 . Certificate of mailing. (blm) [EOD 09/23/99]

9/28/99 30 Report of Trustee Re: [23-1] Meeting OF CREDITORS
 CONCLUDED ON 9/23/99. LETTER OF SERVICE. (blm)

Proceedings include all events.

CLOSED

98-36105 In re: GLENN MICHAEL PETERICK and DORINDA DIANE PETERICK

[EOD 09/28/99]

9/30/99 31 Notice to U.S. Trustee of Sale by Trustee PATTI J SULLIVAN.
(blm) [EOD 09/30/99]

10/25/99 -- Complaint (99-3243) MINNESOTA DEPT OF ECONOMIC SECURITY
vs. DORINDA DIANE PETERICK . NOS 426 Dischargeability 523
. (Filing Fee \$ 150.00 Receipt # 104311) (nab)
[EOD 10/25/99]

11/8/99 32 Trustee's Final Report in Chapter 13 Case - Converted. (sas)
[EOD 11/08/99]

11/8/99 33 Order Discharging Trustee. (sas) [EOD 11/08/99]

12/6/99 34 Order Discharging Debtor DORINDA DIANE PETERICK, Debtor
GLENN MICHAEL PETERICK (blm) [EOD 12/06/99]

12/8/99 35 Courts BNC Certificate of Service Re: [34-1] Discharge
Order by GLENN MICHAEL PETERICK, DORINDA DIANE PETERICK .
of Notices: 74 were sent out. (auto) [EOD 12/09/99]

1/31/00 -- Adversary Case (99-3243) Closed. (djml) [EOD 01/31/00]

7/19/00 36 Motion by Trustee PATTI J SULLIVAN to Turn Over Property.
NOTICE OF HEARING. AFFIDAVIT. CERTIFICATE OF SERVICE.
PROPOSED ORDER. (blm) [EOD 07/19/00]

7/19/00 -- Hearing Re: [36-1] Motion to Turn Over Property by PATTI J
SULLIVAN SCHEDULED For 2:00 8/9/00 at Courtroom 228A (St.
Paul) (blm) [EOD 07/19/00]

8/9/00 37 ELECTRONIC Minute Sheet Re: [36-1] Motion to Turn Over
Property by PATTI J SULLIVAN . THERE WERE NO APPEARANCES.
MOTION GRANTED. (dlr) [EOD 08/09/00]

8/9/00 38 ELECTRONIC Order Granting [36-1] Motion to Turn Over
Property by PATTI J SULLIVAN . (DDO 8/9/00) CERTIFICATE
OF MAILING. (dlr) [EOD 08/09/00]

9/20/00 39 Application by Trustee PATTI J SULLIVAN To Employ ATTORNEY
ULVIN AND SULLIVAN PA . AFFIDAVIT. RECOMMENDATION.
PROPOSED ORDER. (blm) [EOD 09/20/00]

9/22/00 40 Order Granting [39-1] Application To Employ ATTORNEY ULVIN
AND SULLIVAN PA by PATTI J SULLIVAN . (GFK 9/22/00) (blm)
[EOD 09/22/00]

9/28/00 41 Letter Re: Trustee has Collected Assets. (blm)
[EOD 09/28/00]

9/28/00 42 Notice to File Claims ; Last Day to File Claims 12/27/00
(blm) [EOD 09/28/00]

Docket as of January 21, 2004 2:42 pm

Page 4

Proceedings include all events.

CLOSED

98-36105 In re: GLENN MICHAEL PETERICK and DORINDA DIANE PETERICK

9/30/00 43 Courts BNC Certificate of Service Re: [42-1] File Claim Notice of . # of Notices: 74 were sent out. (auto) [EOD 10/03/00]

11/1/00 44 Notice to U.S. Trustee of Abandonment by Trustee PATTI J SULLIVAN. (blm) [EOD 11/02/00]

6/11/01 45 Trustee's Status Report. (blm) [EOD 06/11/01]

7/27/01 46 Trustee's Final Report and Proposed Distribution WITH NOTICE. Trustee PATTI J SULLIVAN For Compensation (Fees: \$ 61.60, Expenses: \$ 242.82) Review by United States Trustee. TRUSTEE'S COMPENSATION. (skm) [EOD 07/27/01]

7/30/01 47 ELECTRONIC Order Regarding Awards of Compensation or Expenses under Rules 2002(a)(7) and 2002(f)(8) F.R.Bk. P. Granting [46-1] Trustee Report For Compensation (Fees: \$ 61.60, Expenses: \$ 242.82) by PATTI J SULLIVAN . payment to PATTI J. SULLIVAN of \$61.60 in fees and \$242.82 in expenses. (DDO 7/30/01) (skm) [EOD 07/30/01]

9/28/01 48 Trustee's Final Account, Certification and Application for Discharge. Review by United States Trustee. (skm) [EOD 09/28/01]

10/15/01 49 Order Closing Case and Discharging Trustee. (skm) [EOD 10/15/01]

10/15/01 -- Case Closed. (skm) [EOD 10/15/01]

Exhibit 8

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In re:

Dorinda Diane Peterick,

Debtor(s)

Chapter 7

BK 03-34912 DDO

Habbo G. Fokkena, United States Trustee

Plaintiff,

vs.

Adv. No.

Dorinda Diane Peterick,

Defendant(s).

COMPLAINT OBJECTING TO DISCHARGE

Habbo G. Fokkena, United States Trustee, Plaintiff, by and through his undersigned attorney, Sarah J. Wencil, for his complaint against Dorinda Diane Peterick, defendant debtor, states and alleges that:

1. This complaint is filed under FED. R. BANKR. P. 7001(4) and seeks an order denying the debtor of a discharge pursuant to 11 U.S.C. § 727(a)(8).
2. This court has jurisdiction over this adversary proceeding pursuant to 28 U.S.C. §§ 157 and 1334 and FED. R. BANKR. P. 4004. This proceeding is a core proceeding.
3. The United States Trustee has standing to commence this adversary proceeding pursuant to 28 U.S.C. § 586(a) and 11 U.S.C. § 727(c)(1).
4. The defendant debtor, Dorinda Diane Peterick, is a resident of Minnesota and commenced the present bankruptcy case on July 16, 2003 (Bankr. Case No. 03-34912). *See* Att. Ex. 1

(BANCAP Report).

5. The defendant debtor commenced a Chapter 13 bankruptcy case on October 15, 1998, and converted to a case under Chapter 7 on July 23, 1999 (Bankr. Case No. 98-36105). The defendant debtor received a Chapter 7 discharge on December 6, 1999. *See* Att. Ex. 2 (United States Bankruptcy Court, District of Minnesota, Web Page Report for Bankr. Case No. 98-36105).

6. Pursuant to 11 U.S.C. § 727(a)(8), the defendant debtor has been granted a discharge under Section 727 in a case commenced within six years before the date of filing this petition.

7. The defendant debtor failed to disclose the prior bankruptcy case on the Voluntary Petition of the present case under the category marked "PRIOR BANKRUPTCY CASE FILED WITHIN LAST 6 YEARS (If more than one, attach additional sheet)." *See* Att. Ex. 3 (Voluntary Petition, p. 2). The defendant debtor did not list any prior cases. The defendant debtor has filed pro se in the present bankruptcy case and was represented by an attorney in the prior bankruptcy case.

WHEREFORE, the Plaintiff requests that this Court enter judgment denying the defendant debtor's discharge herein, together with such other and further relief as the Court deems just.

Dated: July 24, 2003

HABBO G. FOKKENA
UNITED STATES TRUSTEE
REGION 12

BY: /s/ Sarah J. Wencil
Sarah J. Wencil
Trial Attorney
Office of the United States Trustee
Suite 1015 U.S. Courthouse
300 S. 4th Street
Minneapolis, MN 55415
(612) 664-5504
IA ATTY NO. 14014



U.S. Bankruptcy Court
District of Minnesota (St. Paul)

Bankruptcy Petition #: 03-34912

Date filed: 7/16/03
Assigned to: JUDGE DENNIS D O'BRIEN
Chapter 7 voluntary individual no asset

=====

* Attorneys *

DORINDA DIANE PETERICK
7361 ACORN RD NW
PO BOX 47
ROYALTON, MN 56373
SSN: 477-82-5660
* Debtor *

DORINDA DIANE PETERICK
PRO SE

DORRAINE A LARISON
1010 W ST GERMAIN RM 600
ST CLOUD, MN 56301
* Trustee *

U S TRUSTEE
1015 U S COURTHOUSE
300 S 4TH ST
MINNEAPOLIS, MN 55415
* U S Trustee *

Proceedings include all events.

- 7/16/03 1 Voluntary Petition missing documents: Schedules A through J
Due on 7/31/03 (NO FILING FEE RECEIVED). (dlt)
[EOD 07/17/03]
- 7/17/03 2 Appointment of Interim Trustee and Approval of Bond. (dlt)
[EOD 07/17/03]
- 7/17/03 3 Order Upon Partial Case Filing ; Incomplete Filings Due:
7/31/03 Certificate of Mailing. (dlt) [EOD 07/17/03]
- 7/17/03 5 Application by Debtor DORINDA DIANE PETERICK To Pay Filing
Fee In Installments (dlt) [EOD 07/21/03]
- 7/18/03 4 Order FOR PAYMENT OF FILING FEES. (DDO: 7/18/03)
CERTIFICATE OF MAILING. (lje) [EOD 07/18/03]

Attached Exhibit "1"

Live DataBase Search Results for Case: 98-36105					
Debtor(s): PETERICK, DORINDA DIANE; PETERICK, GLENN MICHAEL;					
Close Date: 10/15/01			Disposition Code: 1		
Status Flags: CLOSED					
Discharge Date: 12/06/99					
Chapter: 7		Filing Date: 10/15/98		Office: 3	
Voluntary		Assets: yes		Consumer	
Orig Chapter: 13			Date Converted: 07/23/99		
Judge: O'BRIEN, DENNIS D			Trustee: SULLIVAN, PATTI J		
Attorney(s): REUTER, TIMOTHY R ; REUTER, TIMOTHY R ;					
Parties: 6		Claims: 29		Documents: 49	

U S Bankruptcy Court - District of Minnesota.
 Page design last revised: October 24, 2000

Attached Exhibit "2"

VERIFICATION

I, Sarah J. Wencil, an attorney-advisor for the United States Trustee, the petitioner herein, declare under penalty of perjury that the foregoing is true and correct according to the best of my knowledge, information and belief.

Executed on July 24, 2003

/s/ Sarah J. Wencil
Sarah J. Wencil
Trial Attorney
Suite 1015 U.S. Courthouse
300 S. 4th Street
Minneapolis, MN 55415
(612) 664-5504
IA ATTY NO. 14014

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In re:

Dorinda Diane Peterick,

Debtor(s)

Chapter 7

BK 03-34912 DDO

Habbo G. Fokkena, United States Trustee

Plaintiff,

Adv. No. 03-3220

vs.

Dorinda Diane Peterick,

Defendant(s).

AFFIDAVIT OF SERVICE

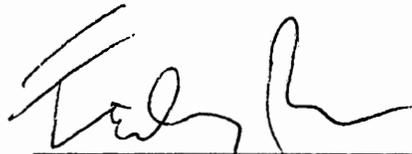
The undersigned hereby certifies under penalty of perjury that she is an employee in the Office of the United States Trustee for the District of Minnesota and is a person of such age and discretion as to be competent to serve papers.

That on July 24, 2003, she served a copy of the United States Trustee's Summons & Complaint Objecting to Discharge in the above-referenced case by placing said copy in a postpaid envelope addressed to the person(s) hereinafter named, at the place and address stated below, which is the last known address, and by depositing said envelope and contents in the United States Mail at Minneapolis, Minnesota.

Addressee(s):

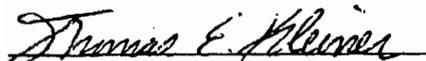
Dorinda Diane Peterick
7361 Acorn Road NW
P O Box 47
Royalton, MN 56373

Dorraine A. Larison, Esq.
1010 West St. Germain, Suite 600
St. Cloud, MN 56301



**Office of the United States Trustee
Emily Rohr**

**Subscribed and sworn to before
me this 24th day of July, 2003.**


Notary Public

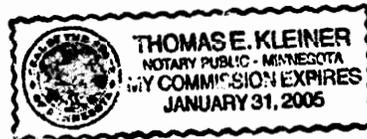


Exhibit 9

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In re:

Dorinda Diane Peterick,

Debtor(s)

Chapter 7

BK 03-35953 DDO

Habbo G. Fokkena, United States Trustee

Plaintiff,

Adv. No. 03-3271

vs.

Dorinda Diane Peterick,

Defendant(s).

**FINDINGS OF FACT, CONCLUSIONS OF LAW
AND ORDER FOR JUDGMENT**

At St. Paul, Minnesota on this 20th day of October, 2003, the United States Trustee's Application for Default Judgment, which was supported by an Affidavit of Default, an Affidavit of Identification, and an Affidavit on the Merits as required by Local Bankruptcy Rule 7055-1, came before the undersigned.

Findings of Fact

1. The defendant debtor, Dorinda Diane Peterick, commenced the present bankruptcy case on August 29, 2003 (Bankr. Case No. 03-35953).
2. The defendant debtor commenced a Chapter 13 bankruptcy case on October 15, 1998, and converted that case to a case under Chapter 7 on July 23, 1999 (Bankr. Case No. 98-36105).

3. The defendant debtor received a Chapter 7 discharge in Bankr. Case No. 98-36105 on December 6, 1999.
4. The defendant debtor commenced a Chapter 7 bankruptcy case on July 16, 2003 (Bankr. Case No. 03-34912).
5. The United States Trustee filed an adversary complaint (Adv. No. 03-3220) on July 24, 2003, seeking to deny the defendant debtor a discharge under Section 727(a)(8) which was served upon the debtor by mail on July 24, 2003.
6. The defendant debtor bankruptcy case number 03-34912 was dismissed on August 20, 2003.
7. The United States Trustee withdrew the complaint in Adv. No. 03-3220 due to the dismissal of Bankr. Case No. 03-34912.
8. The defendant debtor failed to disclose Bankr. No. 98-36105 and Bankr. No. 03-34912 on the Voluntary Petition in this Case (Bankr. No. 03-35953).

Conclusions of Law

1. The defendant, Dorinda Diane Peterick, is not eligible to receive a discharge in this case pursuant to 11 U.S.C. § 727(a)(8). The defendant received a discharge in a prior Chapter 7 case commenced within six (6) years of the present Chapter 7 case.
2. The defendant debtor is not eligible to receive a discharge in this case pursuant to 11 U.S.C. § 727(a)(4)(A). The defendant debtor knowingly and fraudulently made a false oath in the case.

Order for Judgment

IT IS HEREBY ORDERED: The discharge in bankruptcy case number 03-35953 is denied pursuant to 11 U.S.C. §§ 727 (a)(4)(A) and 727(a)(8). LET JUDGMENT BE ENTERED ACCORDINGLY.

DATED: October 21, 2003

/e/ Dennis D. O'Brien

**The Honorable Dennis D. O'Brien
United States Bankruptcy Judge**

NOTICE OF ELECTRONIC ENTRY AND
FILING ORDER OR JUDGMENT
Filed and Docket Entry made on 10/21/03
Patrick G. De Wane, Clerk, By DLR

Exhibit 10

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In Re:

DORINDA DIANE PETERICK,

Debtor

CHAPTER 7 CASE

CASE NO. 03-35953

ORDER

The above entitled matter came on for hearing before the undersigned on November 17, 2003, at U.S. Bankruptcy Court, 316 North Robert Street, St. Paul, MN 55101, on motion by Green Tree Loan Company f/k/a Conseco Finance Loan Company seeking dismissal of the bankruptcy case pursuant to 11 U.S.C. § 707(a)(1) and seeking a bar to refiling for a period of 180 days pursuant to 11 U.S.C. § 109(g)(1). Appearances were noted in the record. Based upon the evidence adduced at said hearing, the arguments of counsel, all the files and proceedings herein, the Court being fully advised of the premises;

IT IS HEREBY ORDERED:

1. This bankruptcy case is dismissed and the Debtor is barred from filing further petitions for relief in Bankruptcy Court for 180 days from the date of this Order.

Dated: November 17, 2003

/e/ Dennis D. O'Brien

The Honorable Dennis D. O'Brien
U.S. Bankruptcy Court

NOTICE OF ELECTRONIC ENTRY AND FILING ORDER OR JUDGMENT Filed and Docket Entry made on 11/17/03 Patrick G. De Wane, Clerk, By DLR
--

Exhibit 11

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In re:

Glenn Michael and Dorinda Diane Peterick

Chapter 7

Debtor(s).

BK 04-30222 DDO

AFFIDAVIT OF DONNA HEIDELBERGER

I, Donna Heidelberg, testify to the following:

1. I am employed as a Field Service Representative with East Central Energy Cooperative ("ECE").

2. My duties include working with instances of power theft and collections on delinquent accounts. These duties include going to a service location to provide notice of the delinquency, working with customers to develop payment plans, referrals to public agencies for assistance or guarantees of energy payments, and disconnection of service, if necessary.

3. Dorinda Diane Peterick ["Ms. Peterick"] has been a customer of ECE from 1979 to 1997 while the account was under the name of her husband Glenn Michael Peterick; then from 1997 to current with the account under the name of Dorinda D. Peterick.

4. I have worked extensively with Ms. Peterick for almost five years over her account at ECE.

5. Since December 2001, the Petericks' electric service is to a new modular home moved in on a block basement. Prior to that, the service was to an older house.

6. As of January 23, 2004, the Petericks' account status is as follows: 1-30 days past due - \$171.03; 31-60 days past due - \$150.02; and 61-90 days past due \$145.95. (Att. Ex. 1)

7. The last payment received on this account was \$367.19 from the Federal Energy Assistance agency for the area. (Att. Ex. 2)

8. Delinquency notices were mailed December 2, 2003 for \$863.14 due December 10, 2003, (Received energy assistance payments totaling \$717.19) and again December 31, 2003 due January 9, 2004 for \$295.97. (Att. Ex. 3) also Example of Delinquency Notice.

9. On January 12, 2004, East Central Energy (ECE) received a faxed letter from Ms. Peterick stating that she had mailed a check to us by Certified Mail on 2 occasions, but that ECE failed to claim it. We also received a faxed copy of a document signed by Glenn Peterick titled "Request for Special Payout of Minnesota Laborers Vacation Fund and Benefits." There was a notation on the bottom of the document stating "Please make check out to ECE & Dorinda Peterick for child support for \$1200." As of January 23, 2004 we haven't received either of the payments. (Att. Ex. 4 and Att. Ex. 5)

10. On January 14, 2004, East Central Energy received faxed copies of 2 letters from Ms. Peterick. One letter dated January 9, 2004 stated that she had filed Chapter 13 bankruptcy. (Att. Ex. 6)

11. The second letter faxed on January 14 2004, refers to the bankruptcy filing and asks if Ms. Peterick is still subject to disconnection of her service. (Att. Ex. 7). Ms. Peterick left a telephone number for ECE to call. She also refers to a check she expects

to receive that she will sign. I believe she is referring to the check from the document (Att. Ex. 5).

12. Included with these two letters faxed on January 14, 2004, is the Petition Order for Relief for bankruptcy case number 03-30766 (Att. Ex. 8). The date stamp on the Petition with this case number that was faxed to ECE is January 14, 2004.

13. Upon receiving these faxes, I contacted Dorraine Larison, Trustee for bankruptcy case number 03-35953. Ms. Larison expressed some concerns with this filing and asked that I fax all related documents to her. Later that day, Ms. Larison placed a telephone call to me notifying me that the bankruptcy was an altered copy of a previously filed bankruptcy in early 2003 which was dismissed.

14. On January 14, 2004, at approximately 6:51 p.m., a voice mail message was left on my desk phone from Ms. Peterick, asking that I return her call to a cell phone.

15. On January 15, 2004, I attempted two calls to Ms. Peterick on the cell phone number she gave me. The first call connected and disconnected within seconds. I retried the number and there was no answer. Thereafter, I called her home phone number and left a message that I'd be out to her house on Friday January 16th to leave her a notice.

16. The notice I was to deliver on January 16, 2004, related to our winter collection procedure, which is to hang notice on the customer's door 20 days after the mailing of the written delinquency notice, giving the customer one week to pay the designated past due amount to avoid interruption of the electrical service. If no response is received by the customer, ECE disconnects service in the winter months in accordance with the Minnesota Cold Weather Rule Guidelines for cooperatives.

17. Later on January 15, 2004, Ms. Peterick called the ECE Call Center, and asked to speak with Cathy Lidke (Call Center Coordinator). During this conversation, upon information and belief, Ms. Peterick was informed that ECE had learned that the bankruptcy petition was from a case filed in February 2003 and that ECE had contacted the previous Chapter 7 Trustee Ms. Larison about the Petition. This phone call was transferred to me, and I asked Ms. Peterick about the check she had trouble mailing and told her that I could pick it up on Friday (January 16, 2004) when I came to her house to post the notice. I asked her what type of check it was; she stated a certified check for \$350. Ms. Peterick wanted to know when I would be there, I told her between 10 a.m. and 1:00 a.m. Ms. Peterick called the ECE call center later that afternoon and was transferred to me, wherein she stated that she would not be home until the afternoon on Friday January 16th. I asked her what time she thought she'd be home, she stated between 1:00 and 2:00 p.m. I told her I'd stop by her house around 2:00 p.m. to pick up the check.

18. On January 16, 2004, Ms. Peterick again called the ECE call center from a metro number and asked for Teresa Hasbrook (Customer Service Manager). During that conversation, she stated that she wouldn't be home at all on Friday, January 16th and that she wanted to have an extension until Monday, January 19th for me to make my visit to her house. Teresa granted this extension and contacted me regarding the extension.

19. On January 16, 2004, at 2:01 p.m., ECE received a faxed copy of a Chapter 13 bankruptcy filing under the names of Glenn Michael Peterick and Dorinda Diane Peterick filed in St. Paul; Bankruptcy Case No. 04-30222. Also included in this fax was a hand written letter from Ms. Peterick (Att. Ex. 9) referring to the bankruptcy

and asking if I was still coming out to her house. She also stated that she would just mail the check, as she would not be home Monday, January 19th.

20. On January 19, 2004, at 8:10 a.m., a voice mail message was forwarded to my desk phone that Ms. Peterick left on approximately Sunday, January 18 asking if ECE received the bankruptcy information and if she was still up for disconnect. Later on January 19, 2004, at approximately 8:11 a.m., I received a forwarded email from a contact Ms. Peterick made over the internet asking if ECE received the bankruptcy and still making reference to the check she had been claiming to send for the past 2 weeks.

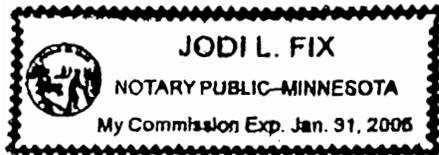
21. On January 19, 2004, I contacted Dorraine Laison and notified her of the actual filing of the bankruptcy.

22. On January 21, 2004, I sent a response to Ms. Peterick regarding the receipt of the bankruptcy and referred to the court order ordering her not to file for 6 months.

This completes my affidavit.

Donna Heidelberg
Donna Heidelberg
East Central Energy

Subscribed and Sworn Before Me The 27th Day of January, 2004.



Jodi L. Fix
Notary Public

5 (COOP) Billing System Inquiries ALERT: CR AR
 Acct Nbr: 200636703 Name: PETERICK DORINDA D Inv Grp: _____
 Mem Nbr: 1069744 Srv Map Loc#: 3832-03-0101 SSN: 477-82-5660
 Mtr#: 58820 Trf#: CP9902054089 S/S: 1 Rev: 1 Rat: RESID
 Phone: (320)584-0204 Srv Addr: ACORN RD NW, 7361 Cyc: 3 D/O: MI

6 ACTION: _____		A/R Information		(UNCOLL-PAID)
01-A/R Tot:	467.00	More	15-Member Accts:	4 More
02-A/R Cur:	171.03	More	Aged Bal:	16-All Types: None
03-A/R 30:	150.02	More	295.97	17-Payment History: More
04-A/R 60:	145.95	More	18-Payment Arrangement:	None
05-A/R 90:	0.00	None	19-A/R Adjustments:	More Adj
06-Cons Delq: 0	Cons 90: 0	Late Pmt Sw: N	20-DQ Schedule:	More
07-Class:	Normal Monthly Billing Account		21-Misc Charge:	None
08-Bud Amt:	0.00	None	Aged Bud:	22-Collection Info: None
09-Bud Stat:	0.00		0.00	23-Hold AR Sw: ;N 24-DNP Sw: ;N
10-Ann Amt:	0.00	None	25-Allow Write-off: ;	Y
11-Ann Stat:	0.00		26-Trf To Acct:	0 Sys: _____
12-Pmt Not For Pen:	0.00		27-Trf Fr Acct:	200636702 Sys: U
13-Pmt For Penalty:	0.00		28-Total Dep Amt:	350.00
14-Credit Hist:	More	Rating:	32	

ID=Choice, <MV>=Move, <HELP>=Help, <PF4>=Exit

1/23/04 Exhibit 1

5 (COOP) Billing System Inquiries ALERT: CR AR
 Acct Nbr: 200636703 Name: PETERICK DORINDA D Inv Grp: _____
 Mem Nbr: 1069744 Srv Map Loc#: 3832-03-0101 SSN: 477-82-5660
 Mtr#: 58820 Trf#: CP9902054089 S/S: 1 Rev: 1 Rat: RESID
 Phone: (320)584-0204 Srv Addr: ACORN RD NW, 7361 Cyc: 3 D/O: MI

6 ACTION: 17 A/R Information (UNCOLL-PAID)
 01-A/R Tot: 467.00 More 15-Member Accts: 4 More

7 ACTION: _____ Payment History

AR Payment	UA Payment	Date	Nbr	Trn	Opr	UDO	Message
<u>367.19-</u>		<u>12/16/2003</u>	<u>111</u>	<u>065</u>	<u>629</u>	<u>EAP-PMT</u>	<u>Bal: 291.60</u>
<u>350.00-</u>		<u>12/10/2003</u>	<u>111</u>	<u>065</u>	<u>629</u>	<u>EAP-PMT</u>	<u>Bal: 658.79</u>
<u>230.00-</u>		<u>11/14/2003</u>	<u>111</u>	<u>065</u>	<u>629</u>	<u>EAP-PMT</u>	<u>Bal: 850.38</u>
<u>300.00-</u>		<u>11/11/2003</u>	<u>111</u>	<u>065</u>	<u>629</u>	<u>EAP-PMT</u>	<u>Bal: 1080.38</u>

Page 1 of 1 <NxtScr>=Forward, <PrvScr>=Backward

<MV>=Move, <HELP>=Help, <PF4>=Exit

1/23/04 Exhibit 2

5

(COOP)

Billing System Inquiries ALERT: CR

AR

A
M
M
P

7 ACTION: _____ Delinquent Schedule

Acct#: 200636703 DORINDA D PETERICK

Cyc: <u>3</u>	Bill Dt	Pen Due	DQ1 Due	DQ2 Due	Cut Due	Arrg Made
Rev Mo	Cons From	Pen Proc	DQ1 Prntd	DQ2 Prntd	Cut Prntd	Arrg Due
	Cons To	Bnk Drft	Late Chg	Delq Amt		

01-DEC 2003	<u>01/06/2004</u>	<u>01/21/2004</u>	<u>01/21/2004</u>	<u>01/30/2004</u>	<u>02/10/2004</u>	_____
CY DQ	_____	<u>01/23/2004</u>	_____	_____	_____	_____
	_____	<u>01/21/2004</u>	<u>6.90</u>	<u>460.10</u>	_____	_____
02-NOV 2003	<u>12/04/2003</u>	<u>12/21/2003</u>	<u>12/21/2003</u>	<u>12/31/2003</u>	<u>01/09/2004</u>	_____
CY DQ	_____	<u>12/24/2003</u>	_____	<u>12/31/2003</u>	_____	_____
	_____	<u>12/21/2003</u>	<u>4.37</u>	<u>295.97</u>	_____	_____
03-OCT 2003	<u>11/05/2003</u>	<u>11/21/2003</u>	<u>11/21/2003</u>	<u>12/02/2003</u>	<u>12/10/2003</u>	_____
CY DQ	_____	<u>11/25/2003</u>	_____	<u>12/02/2003</u>	_____	_____
	_____	<u>11/21/2003</u>	<u>12.76</u>	<u>863.14</u>	_____	_____

Page 1 of 26, <NxtScrn>=Forward, <PrvScrn>=Backward

<HELP>=Help, <PF4>=Exit

1/23/04 Exhibit 3

Example



0010292903

IMPORTANT NOTICE



EAST CENTRAL ENERGY
412 N Main, PO Box 39
Braham MN 55006-0039

Your Touchstone Energy® Cooperative

1 1 SP 0.340
NORTH LAKE DR
BRAHAM MN 55006-3612

C-1 P-1 4 1

#



ACCOUNT NUMBER	AMOUNT DUE
	100.87

OUR RECORDS INDICATE AN UNPAID BALANCE ON YOUR ELECTRIC BILL. WE KNOW HOW IMPORTANT GOOD CREDIT IS TO YOU. IF YOUR PAYMENT HAS BEEN MADE, PLEASE CONTACT OUR OFFICE TO MAKE SURE YOUR ACCOUNT HAS BEEN UPDATED. IF PAYMENT HAS NOT BEEN MADE, YOUR SERVICE MAY BE SCHEDULED FOR DISCONNECTION.

Office Hours 8:00 am - 4:30 pm
Monday - Friday
1-800-254-7944

MAP LOCATION: 4123-27-0036

THIS NOTICE REQUIRES YOUR IMMEDIATE ATTENTION. If You Have Recently Made Remittance TO PREVENT SERVICE INTERRUPTION AND DOES NOT EXTEND ANY PREVIOUS NOTICES. Please Contact Our Office.

Billing Date 05/09/2002
 Reminder Date 06/04/2002
 Disconnect Date 06/15/2002
 Collection Fee 25.00
 Reconnect Fee 25.00
 After Hour Reconnect Fee 200.00
 (3:30 p.m. and weekends)

Total Amount Due	100.87
-------------------------	--------

Please detach and return bottom portion with payment



East Central Energy
PO Box 39, Braham MN 55006-0039

Your Touchstone Energy® Cooperative

IMPORTANT NOTICE

MAP LOCATION: 4123-27-0036

**CYCLE: 6

Account Number	Disconnect Date	Amount Due	Amount Paid
10292903	06/15/2002	100.87	

LONNIE A JOHNSON

EAST CENTRAL ENERGY
PO BOX 39
BRAHAM MN 55006-0039



Exhibit 4

add :

Dear ECE and or Inna, the field rep.

I am sending this fax because I had sent \$350⁰⁰ two times and I got it back it came back to me and return to sender not cleared so now I sent it again certified to Inna the field rep now this will be 3 times certified ok. and I am also faxing something else to and when the check comes to me I will have to deny it and send it to you but it will be certified too so you can give this to Inna and she can call me at 320-584-0204 and let me know what the out come is and when she gets the \$350⁰⁰ I will know and if you can not have any a message me to do.

Thank you!

Blair Horn RD New Lincoln Trench
 Raydon MN.
 56373
 320-584-0204

I would like to get this taken care of and not get shut off.

Exhibit 5

Att: Donna or who ever

**CONSTRUCTION AND GENERAL LABORERS
LOCAL NO. 583**

981 14TH AVENUE N.E. MINNEAPOLIS, MINNESOTA 55413

**REQUEST FOR SPECIAL PAYOUT OF
MINNESOTA LABORERS VACATION FUND BENEFITS**

Please read completely and fill out the form below. Return it to your Local Union by mail or by fax to the address or fax number listed above. This form must be returned to your Local Union no later than December 25th. Your check will be mailed on January 5th. Forms received after December 25th will not be processed until February 5th. Mail to the above address or fax form back to 612-789-6299 - dues must be current to receive a special payout.

I hereby request that all the money available to me from the Minnesota Laborers' Vacation Fund be forwarded to me at the address listed below.

I understand that requesting a special payout of my vacation benefit requires the forfeiture of any net earning (interest) that would have been payable as part of the annual distribution on December 1st. I also understand that a service charge in the amount of \$7.00 will be deducted before the special vacation check is issued.

By signing this form, I understand I can receive only ONE (1) special payout between January 5 and November 5.

Name: Glenn Peterick SS# 473-78-8019
Please Print

Address: 7361 Acorn RD NW/PO 47 Apt # _____

City: Royalton State: MN Zip: 56523

Phone Number: 320-584-0204

Signature: Glenn Peterick Date: 12-4/03

If the above address is a recent change, please check box:

Please make check out to ACEE Dorenda Peterick for child support for 11,200.00

Signature of Officer of Union: [Signature]

Exhibit 6

Dear Daniela — Jan-9th

Here are some copy's for you because I had filed Chapter 13 again and I know you tried and it did not work and I hope this is OK. You will get a notice in the mail and they said I had to file for both because we are still married. Talk to you later so please fill it out and give it back had to put your name on it. Love

*Exhibit 7**att. Shanna*

To who this my concern:

My ex had sent me the form to fill too and send back to him because he had filed a chapter 13 and he said for me to do so so i did and i also told him do not put you on it and he did so any way because i have made a payment plan so i am still going to stick to that.

Please call and let me know what is going on if i still get shut off or not .

320- 584- 0204 if not home leave a message and there is onother for i am sending with this so when i get the check i will sing it and sen it ti you it should be here on the 23rd.

Thank you

Dorinda Peterick

EXHIBIT O

(Official Form 1) (12/02)

FORM BI	United States Bankruptcy Court District of _____	Voluntary Petition
----------------	--	---------------------------

Name of Debtor (if individual, enter Last, First, Middle): <u>Peterick Glenn Michael</u>	Name of Joint Debtor (Spouse) (Last, First, Middle): <u>Peterick Dorenda Diane</u>
All Other Names used by the Debtor in the last 6 years (include married, maiden, and trade names):	All Other Names used by the Joint Debtor in the last 6 years (include married, maiden, and trade names):
Soc. Sec./Tax I.D. No. (if more than one, state all): <u>473-78-8019</u>	Soc. Sec./Tax I.D. No. (if more than one, state all): <u>477-82-5660</u>
Street Address of Debtor (No. & Street, City, State & Zip Code): <u>7361 Acorn RD NW / PO Box 47</u> <u>Raylton MN 56373</u>	Street Address of Joint Debtor (No. & Street, City, State & Zip Code):
County of Residence or of the Principal Place of Business: <u>Benton</u>	County of Residence or of the Principal Place of Business:
Mailing Address of Debtor (if different from street address):	Mailing Address of Joint Debtor (if different from street address):
Location of Principal Assets of Business Debtor (if different from street address above):	

Information Regarding the Debtor (Check the Applicable Boxes)

Venue (Check any applicable box)

Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District.

There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.

Type of Debtor (Check all boxes that apply) <table style="width:100%;"> <tr> <td><input type="checkbox"/> Individual(s)</td> <td><input type="checkbox"/> Railroad</td> </tr> <tr> <td><input type="checkbox"/> Corporation</td> <td><input type="checkbox"/> Stockbroker</td> </tr> <tr> <td><input type="checkbox"/> Partnership</td> <td><input type="checkbox"/> Commodity Broker</td> </tr> <tr> <td><input type="checkbox"/> Other _____</td> <td><input type="checkbox"/> Clearing Bank</td> </tr> </table>	<input type="checkbox"/> Individual(s)	<input type="checkbox"/> Railroad	<input type="checkbox"/> Corporation	<input type="checkbox"/> Stockbroker	<input type="checkbox"/> Partnership	<input type="checkbox"/> Commodity Broker	<input type="checkbox"/> Other _____	<input type="checkbox"/> Clearing Bank	Chapter or Section of Bankruptcy Code Under Which the Petition is Filed (Check one box) <table style="width:100%;"> <tr> <td><input type="checkbox"/> Chapter 7</td> <td><input type="checkbox"/> Chapter 11</td> <td><input checked="" type="checkbox"/> Chapter 13</td> </tr> <tr> <td><input type="checkbox"/> Chapter 9</td> <td><input type="checkbox"/> Chapter 12</td> <td></td> </tr> <tr> <td colspan="3"><input type="checkbox"/> Sec. 304 - Case ancillary to foreign proceeding</td> </tr> </table>	<input type="checkbox"/> Chapter 7	<input type="checkbox"/> Chapter 11	<input checked="" type="checkbox"/> Chapter 13	<input type="checkbox"/> Chapter 9	<input type="checkbox"/> Chapter 12		<input type="checkbox"/> Sec. 304 - Case ancillary to foreign proceeding		
<input type="checkbox"/> Individual(s)	<input type="checkbox"/> Railroad																	
<input type="checkbox"/> Corporation	<input type="checkbox"/> Stockbroker																	
<input type="checkbox"/> Partnership	<input type="checkbox"/> Commodity Broker																	
<input type="checkbox"/> Other _____	<input type="checkbox"/> Clearing Bank																	
<input type="checkbox"/> Chapter 7	<input type="checkbox"/> Chapter 11	<input checked="" type="checkbox"/> Chapter 13																
<input type="checkbox"/> Chapter 9	<input type="checkbox"/> Chapter 12																	
<input type="checkbox"/> Sec. 304 - Case ancillary to foreign proceeding																		
Nature of Debts (Check one box) <table style="width:100%;"> <tr> <td><input type="checkbox"/> Consumer/Non-Business</td> <td><input type="checkbox"/> Business</td> </tr> </table>	<input type="checkbox"/> Consumer/Non-Business	<input type="checkbox"/> Business	Filing Fee (Check one box) <table style="width:100%;"> <tr> <td><input checked="" type="checkbox"/> Full Filing Fee attached <u>185.00</u></td> </tr> <tr> <td><input type="checkbox"/> Filing Fee to be paid in installments (Applicable to individuals only) Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form No. 3. <u>03-DC-1166</u></td> </tr> </table>	<input checked="" type="checkbox"/> Full Filing Fee attached <u>185.00</u>	<input type="checkbox"/> Filing Fee to be paid in installments (Applicable to individuals only) Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form No. 3. <u>03-DC-1166</u>													
<input type="checkbox"/> Consumer/Non-Business	<input type="checkbox"/> Business																	
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Chapter 11 Small Business (Check all boxes that apply) <table style="width:100%;"> <tr> <td><input type="checkbox"/> Debtor is a small business as defined in 11 U.S.C. § 101</td> </tr> <tr> <td><input type="checkbox"/> Debtor is and elects to be considered a small business under 11 U.S.C. § 1121(e) (Optional)</td> </tr> </table>	<input type="checkbox"/> Debtor is a small business as defined in 11 U.S.C. § 101	<input type="checkbox"/> Debtor is and elects to be considered a small business under 11 U.S.C. § 1121(e) (Optional)																
<input type="checkbox"/> Debtor is a small business as defined in 11 U.S.C. § 101																		
<input type="checkbox"/> Debtor is and elects to be considered a small business under 11 U.S.C. § 1121(e) (Optional)																		

Statistical/Administrative Information (Estimates only)

Debtor estimates that funds will be available for distribution to unsecured creditors.

Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.

Estimated Number of Creditors	1-15	16-50	50-99	100-199	200-999	1000-over
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Estimated Assets	50 to \$50,000	\$50,001 to \$100,000	\$100,001 to \$500,000	\$500,001 to \$1 million	\$1,000,001 to \$10 million	\$10,000,001 to \$50 million	\$50,000,001 to \$100 million	More than \$100 million
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				

Estimated Debts	50 to \$50,000	\$50,001 to \$100,000	\$100,001 to \$500,000	\$500,001 to \$1 million	\$1,000,001 to \$10 million	\$10,000,001 to \$50 million	\$50,000,001 to \$100 million	More than \$100 million
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

THIS CASE IS FOR THE COURT'S USE ONLY

PREPARED BY
04/01/04 JUDGE

JAN 27 2004

FILED BY
K

Peter G. DeYoung, Clerk
U.S. Bankruptcy Court
District of Minnesota

Exhibit 9

Att.
Shanna

or ~~who~~ who this
is to go to for a Bankruptcy
here is our file no.

4-30222

So Donna Dont need to
come out I am going
to mail the money
out tomorrow because I
will not be home on
Monday and because I
am fasting tonight
so I need to know if
she is still coming
out to shut me off.
So please call and
leave a message
before 5pm to day
and I am also fasting
I sheets with this
letter so please call

320-584-0204

VI Frank you
Danna

By 5pm

Exhibit 12

File 04-03222
NO.

Dear Bankruptcy Court
of who ever
our names are:

Glenn & Dorinda Patrick
and we have court on The
5th of Feb. I need to ask
to change the date to
The ~~end~~ end of Feb
27th Because I am to give
a 2 week notice to work
so they can find somebody
to work for me and they
said I can take off on
Feb 27th Right now they are
short handed if I don't give
a 2 week notice for time
off I get a slip saying
not to report to work for
2 ~~or~~ more weeks And I need
the job please I am asking
and we have to have our
papers in by the 2nd and
we need more time to get
them in. ~~are~~

Filed on 1-29-04
Patrick G. DeWine, Clerk
By RL Deputy Clerk

7-1

and The only reason we
need to do this is because
we need to so we can get
caught up with our house
payment to keep our house
please call or letter
By Friday 320-584-0204
and this will give us
more time to get an
attorney please let us
so we can get our lives
back on Thank you
Track

Shirley

To Who this my concern to the bankruptcy court: File no. 04-03222

We had sent a letter asking for more time to get the paper work in and to change the date from the 5th till the end of Feb. because of my job I cant afford to loose my job and the reason we want to do a 13 is so we can work out something to keep our house if we get all the other bills out of the way we can do this we are also asking because we would like to look for an Attorney so we are requesting this for more time so could you please would you grant this because the loan company really wants to take our home and we are looking for a loan to pay it off and we had talked to them from Green Tree and the person said if we mailed some money in he would put the rest of it on the back of the loan and when i called them to get the address he said he changed his mind and said if we sent money it would not do no good so we are trying to work something out Please respond to this letter. by calling 320-492-0437 and leave a message if yes or no.

Sincerely



Filed on	<u>2-2-04</u>
Patrick G. DeWane, Clerk	
By <u>[Signature]</u>	Deputy Clerk

To The Bankruptcy court:
Motion, Objection, Complaint, Conflicted
File no. 4-30222

We had sent a letter of a motion to you asking for more time to file the rest of the forms and to change the date for the court hearing and it was denied for this for no reason so we had told you that I have to give a 2 week notice on for my job and it did not matter or not to the Judge so we called 5 attorneys and they said right a letter to the court and so we are doing so and when you would not change the date you already know you are going to close the case the attorneys has check it out to find out why you would not change the dates so we are sending this letter.

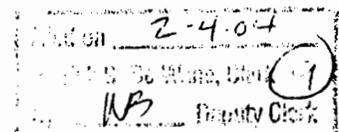
(1.) A Motion to change the Date

(2.) Objection why you would not do this

(3.) Conflicted of interest because you already know what you are going to do because you would not change the date for another time or give us time to get an attorney for some help.

(4.) Requesting for a different Judge for you to be removed conflict of interest so requesting so this for that and no explanation why so we where told you where going to dismiss this anyway and you don't and would not even here what we have to say it would not do no good.

and we where told the only reason why we filed is because you this we are abusing the court well we where not doing this we needed to get rid of all our anther bills so we can do something about the loan company. and we did talk to Green tree and at first they said we can work it out all we have to do is send in 2 payments and then we called them to ask for the address and then they said if we sent the money we would get it back because he had changed his mind so we did not send in the money and we where told we can do this on paper asking for a request and we did and just to let you know we did try to do the bankruptcy our selves because it would save money so we could send it to the loan company.



**so we would like to change the dates for this and requesting
so we are asking again you can call us at
320-492-0437 or 320-584-0204 thank you for your time**

Thank you

Sincerely

*John C. C. C.
Dorinda Peterick*

I & we can't ~~be~~ take care
of this by where ever this week
The attorney we speak with he
is going to send us a form
for the Federal Court's

Exhibit 13

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In re:

Glenn Michael and Dorinda Diane Peterick,

Chapter 13

Debtors

BKY 04-30222 DDO

ORDER

At St. Paul, Minnesota the 4th day of February, 2004, the Bankruptcy Court held a Hearing to Show Cause. Appearances are noted in the record. Based on the pleadings, findings of fact, conclusions of law, and arguments of parties on the record:

IT IS HEREBY ORDERED:

1. The motions/applications of the debtors to continue the hearing to show cause and for recusal are denied.
2. The motions/applications of the debtors to extend the period of time to file schedules, a statement, and a plan, are denied.
3. This bankruptcy case is dismissed pursuant to 11 U.S.C. § 1307(c).
4. The dismissal of this bankruptcy case is with prejudice against both debtors, Glenn Michael and Dorinda Diane Peterick, pursuant to 11 U.S.C. § 109(g)(1), and both debtors shall be barred from filing another case under any chapter of Title 11 of the U.S. Code for 180 days from the date of entry of this Order on the docket.
5. During the 180 day period ordered in paragraph 4, the Clerk of Court is ordered not to accept for filing any petitions for bankruptcy under any chapter of Title 11 from either debtor, except after application to the Bankruptcy Court with notice to the U.S. Trustee and after entry of an order approving such application for cause.
6. If either debtor violates paragraphs 4 or 5 of this Order, the Bankruptcy Court shall, without hearing, immediately enter an order granting relief from the automatic stay to all creditors and shall require the violating party to appear before the Court to show cause why further sanctions should not be imposed.

BY THE COURT:

DATED: February 5, 2004

/e/ Dennis D. O'Brien
United States Bankruptcy Judge

11E

NOTICE OF ELECTRONIC ENTRY AND FILING ORDER OR JUDGMENT Filed and Docket Entry made on 2/05/04 Patrick G. De Wane, Clerk, By SAS

Exhibit 14

Wencil, Sarah

From: Donna.Heidelberger@ecemn.com
Sent: Thursday, September 30, 2004 7:08 AM
To: Wencil, Sarah
Subject: RE: Dorinda Peterick Documentation for Chapter 7 Filing

Another thing I'd like to make you aware of is the utility laws for Minnesota. If she files before October 15, her account will be considered current at that time because of the Cold Weather Rule. When an account is current on October 15, the customer has the right to file for Shut Off Protection under the Cold Weather Rule. With this shut off protection, we cannot disconnect the account until April 15th. During this time, she will be running up large bills, (and probably have filed, cancelled and refilled the bankruptcy 3-4 times.)

-----Original Message-----

From: Sarah.J.Wencil@usdoj.gov [mailto:Sarah.J.Wencil@usdoj.gov]
Sent: Wednesday, September 29, 2004 9:03 AM
To: Donna Heidelberger ECEBR: CustSvc
Subject: RE: Dorinda Peterick Documentation for Chapter 7 Filing

I remember this case and saved the file in fact.

I looked her up and she did file Chapter 7 on 9/28/04. She is up to her old tricks - incomplete schedules and installment for filing fee. The Court has a deadline of 10/13 for her to get current. Actually, because she filed another Chapter 7 case on October 15, 1998, she is about 17 days short of the six year bar to filing -- which she should be well aware of. After Oct 15, she can file Chapter 7 again.

She obviously knew what she was doing because she thinks that the Court will dismiss this case on the 13th and she can refile a legitimate Chapter 7 case on the 15th. She has knowledge of the prior six year bar.

Anyway, I will think about this case and see if I can get something heard before the Judge prior to or on October 13th.

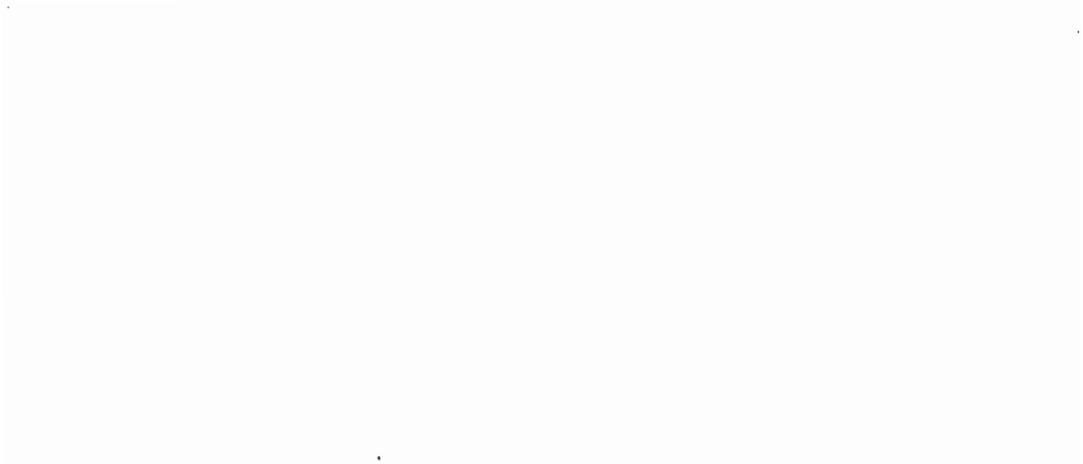
Thanks for bringing this to my attention.

-----Original Message-----

From: Donna.Heidelberger@ecemn.com [mailto:Donna.Heidelberger@ecemn.com]
Sent: Wednesday, September 29, 2004 7:37 AM
To: Wencil, Sarah
Cc: Cathy.Lidke@ecemn.com
Subject: Dorinda Peterick Documentation for Chapter 7 Filing

As you will recall, we met on February 4th of this year at a court hearing regarding Dorinda's repeated filing of bankruptcy. At that time it was ordered that she couldn't file for 180 days. Well, the 180 days are up and we received a form stating that she is filing Chapter 7 again. However, this form is incomplete and doesn't seem to have been filed. What are our options? I'm assuming that we are not obligated to withhold collection until we receive work that this has been filed. She is currently \$400 delinquent and up for disconnect. Please advise. Thank you.

Exhibit 15



**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In Re:

CHAPTER 13 CASE

Glenn Peterick

And in Re:

CASE NO. 04-30222 DDO

Dorinda Peterick

Debtors.

**AFFIDAVIT OF THERESA A. HODNETT IN RESPONSE TO
ORDER TO SHOW CAUSE**

Theresa A. Hodnett, being first duly sworn on oath deposes and states:

1. That Affiant is an attorney at Stephenson & Sanford, P.L.C., attorneys for secured creditor Green Tree Loan Company f/k/a Conseco Finance Servicing Corp. a/f/k/a Green Tree Financial Servicing Corporation a/f/k/a Green Tree Corporation, Inc. ("Green Tree") I am familiar with the Debtors' Green Tree account during the times relevant herein.
2. That this Affidavit is submitted in support of Dismissal of this case with a Bar to re-filing, plus sanctions against the Debtors as deemed appropriate by the Court.
3. That the Debtors were granted an Order for Discharge by this court on December 6, 1999 in case number 98-36105.
4. That on or about December 5, 2001, the Debtors executed a Mortgage, Note and Security Agreement with Green Tree for purchase of real property located in Benton County, Minnesota and for a 2002 Liberty Homes, 64' x 32' Manufactured Home, serial number 18L01339XU. True and correct copies of the Mortgage and Note are attached hereto as **Exhibit A and B**.
5. That the Seller's interest in the aforementioned Note and Security Agreement was assigned to Green Tree, which properly perfected its security interest in said collateral. A true and correct copy of the Lien Perfection is attached hereto as **Exhibit C**.
6. That Green Tree's interest in the real property was perfected by recording the Mortgage with the Benton County Recorder on December 13, 2001, as document no. 280797.
7. That the Mortgage, Note and Security Agreement provide that for Debtors' payment to Green Tree of all its costs of collection, including attorney fees.

8. That the Debtors defaulted the contract by failing to make the installment payments and were served with notice of default and failure to cure the default. Green Tree commenced a foreclosure and replevin action, Benton County case number C7-02-1032.

9. That on October 16, 2002, Green Tree was granted an Order for Judgment and Decree of Foreclosure in Benton County District Court. A copy of the Order is attached hereto as **Exhibit D**. The costs to Green Tree of obtaining the foreclosure judgment are not at issue here because they predate the repeat bankruptcy filings of 2003 and 2004.

10. That the Debtors filed Chapter 13 case on January 7, 2003 and halted Green Tree's Sheriff's Sale scheduled for January 8, 2003. Green Tree incurred expenses and attorney fees in the amount of \$1,179.90 relating to the January 2003 aborted Sheriff's Sale. On January 29, 2003, an Order for Dismissal was entered due to the Debtors' failure to file certain papers.

11. The Debtors filed Chapter 13 again on February 4, 2003. Green Tree sought and was granted Relief from the Stay in this case and incurred costs and attorney fees in the amount of \$475.00 for the motion for relief. Green Tree also objected to the Chapter 13 Plan. Green Tree incurred attorney fees in the amount of \$300.00 for the Objection. On May 29, 2003, the Court entered an Order Denying Confirmation of Chapter 13 Plan and Dismissing the Case.

12. On June 26, 2003 the Debtors were served with the Notice of the Sheriff's Sale set for September 9, 2003. Debtor Dorina Diane Peterick filed an individual Chapter 7 Case, pro se, on July 16, 2003. Green Tree canceled the Sheriff's Sale accordingly. Green Tree incurred costs and attorney fees in the amount of \$1,024.90 related to the September 2003 aborted Sheriff's Sale. The June 26, 2003 bankruptcy case was dismissed on August 20, 2003, due to Ms. Peterick's failure to complete the bankruptcy filing.

13. On August 29, 2003, Dorinda Diane Peterick again filed Chapter 7. Green Tree sought and obtained an Order Dismissing the Case with a 180 Day Bar to re-filing. Green Tree incurred attorney fees in the amount of \$1,087.25 related to the Dismissal with 180 Day Bar entered on November 17, 2003.

14. On November 20, 2003, the Debtors were served with the Notice of the Sheriff's Sale set for January 21, 2004. On January 16, 2004, the Debtors filed this Chapter 13 case, by which Dorinda Diane Peterick violated the Order entered November 17, 2003 barring her from filing. Green Tree canceled the Sheriff's Sale accordingly. Green Tree incurred costs and attorney fees in the amount of \$1,568.40 related to the January 2004 aborted Sheriff's Sale.

15. That the Debtors clearly filed this petition to stop Green Tree's Sheriff's Sale.

16. That the monthly payments on the account are owing for January 2002 to present, resulting in account arrears totaling \$28,182.35 as of January 23, 2004 including late fees.

17. That, accordingly, the Petericks have lived in the mortgaged premises for over two years without making a payment to Green Tree.

18. That Green Tree has incurred attorney fees and costs in the amount of \$5,635.45 to enforce its security interest since entry of the foreclosure judgment, not including the costs of this Affidavit.

19. That the approximate time required under Minnesota law for Green Tree to complete its foreclosure action is 300 days, as follows:

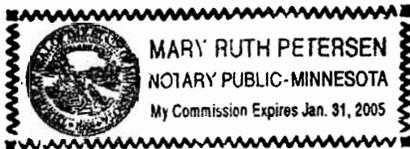
- a) 8 weeks for service, publication and the Sheriff's Sale;
- b) 3 weeks for Confirmation of Sale motion and hearing;
- c) 26 weeks for running of the Redemption Period; and
- d) 6 weeks for eviction action and forced move after expiration of the Redemption Period.

20. That your Affiant believes an appropriate sanction for Debtors' abuse of the bankruptcy process, resulting in the above-outlined facts showing unreasonable prejudice to Green Tree, is a 300 day bar to refiling.

Theresa A. Hodnett
Theresa A. Hodnett

Subscribed and sworn to before me
this 26 day of January, 2004.

Mary Ruth Petersen
Notary Public





2a 30431649

Glenn Peterick 473-78-8019
Dorinda Peterick 477-825663
280737

Registration tax hereon of \$ 24704 paid
Aud./Treas. Receipt No. 44104

John [Signature]
County Aud./Treas.

BENTON COUNTY RECORDER
BENTON COUNTY, MN
OFFICED TO FILE
RECORDED

Dec 13 1 53 PM '01

BY *ckh* DEPUTY

GT-15-24-090 (8/00)

MORTGAGE
(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) isDecember..5.,..2001..... and the parties, their addresses and tax identification numbers, if required, are as follows:

MORTGAGOR: GLENN M. PETERICK
DORINDA D. PETERICK
7361 ACORN RD NW

ROYALTON, MN 56373

If checked, refer to the attached Addendum incorporated herein, for additional Mortgagors, their signatures and acknowledgments.

LENDER: CONSECO FINANCE LOAN COMPANY
1155 CENTRE POINTE DRIVE SUITE 7
MENDOTA HEIGHTS, MN 55120

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, sells, conveys and mortgages to Lender, with the power of sale, the following described property:

All of the property located at 7361 ACORN RD NW, in the City/Town/Village of ROYALTON, County of BENTON, State of MN, in which the Mortgagor has an ownership, leasehold or other legal interest. This property is more particularly described on the schedule titled "Additional Property Description" which is attached hereto as Exhibit A, together with a security interest in that certain 2002, 64 X 32 mobile home, serial number PENDING.

The Mortgagor does hereby authorize the Lender or its assigns to obtain a more detailed property description after the Mortgagor has signed the Mortgage, and to attach it as Exhibit A after the Mortgagor has signed the Mortgage.

The property is located in BENTON (County) of Minnesota at 7361 ACORN RD NW (Address), ROYALTON (City), Minnesota 56373 (ZIP Code)

MINNESOTA - MORTGAGE (NOT FOR FINMA, FHLMC, FHA OR VA USE) 23154
© 1994 Barbara Systems, Inc., St. Cloud, MN Form GTH-MTGLAZMN 8/27/2000

3.00 Stearns Cty abstr, ckh #17521

[Signatures]
GT-15-24-090 (8/00) (page 1 of 5)

Peterick Glenn 473-78-8019 3043+649

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. **MAXIMUM OBLIGATION LIMIT.** Notwithstanding anything to the contrary herein, enforcement of this Security Instrument is limited to a predetermined debt amount of \$ 107610.70 under chapter 287 of Minnesota Statutes. This Security Instrument secures an indeterminate amount and the mortgage registration tax will be paid according to chapter 287 of Minnesota Statutes. Additional amounts secured by this Security Instrument include interest and any other amount advanced by Lender in protection of the Property or this Security Instrument including but not limited to taxes, assessments, charges, claims, fines, impositions, insurance premiums, amounts due under prior or superior mortgages and other prior or superior liens, encumbrances and interests, legal expenses and attorneys fees.
4. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:
- A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (You must specifically identify the debt(s) secured and you should include the final maturity date of such debt(s).)

A Note and Security Agreement executed by Buyers/Borrowers dated today.

The above obligation is due and payable 360 months from last construction disbursement if not paid earlier.

- B. All future advances from Lender to Mortgagor executed after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Mortgagor agrees that this Security Instrument will secure all future advances that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. All future advances are secured by this Security Instrument even though all or part may not yet be advanced. Nothing in this Security Instrument shall constitute a commitment to make additional future advances or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.
- C. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.
- This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission.
5. **PAYMENTS.** Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.
6. **WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell and mortgage, with the power of sale, the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.
7. **PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:
- A. To make all payments when due and to perform or comply with all covenants.
- B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.
- C. Not to allow any modification or extension of, nor to request any future advances under, any note or agreement secured by the lien document without Lender's prior written consent.
8. **CLAIMS AGAINST TITLE.** Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.
9. **DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Security Instrument is released.
10. **PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor shall not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims and actions against Mortgagor, and of any loss or damage to the Property. Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

[Handwritten Signature]

GT-15-24-000 (8/00) (page 2 of 5)

Peterick Glenn · 473-78-8019 30431649

11. **AUTHORITY TO PERFORM.** If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney-in-fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.
12. **LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS.** Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.
13. **DEFAULT.** Mortgagor will be in default if any of the following occur:
- Any party obligated on the Secured Debt fails to make payment when due.
 - A breach occurs under the terms of this Security Instrument or any other document executed for the purpose of creating, securing or guaranteeing the Secured Debt.
 - Any statement, representation or warranty made by Mortgagor or any co-maker, endorser, guarantor or surety to Lender at any time shall prove to have been incorrect or misleading in any material respect when made.
 - Mortgagor or any such co-maker, endorser, guarantor or surety shall die, liquidate, merge, consolidate, transfer a substantial part of its property, or if a partnership, limited liability partnership, or limited liability company, suffer the death, dissolution or liquidation of any partner or member.
 - A good faith belief by Lender that Lender at any time is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment or the value of the Property is impaired.
14. **REMEDIES ON DEFAULT.** If this is a conventional loan under Minn. Stat. - 47.20, or as required under Minn. Stat. Chapter 53, Lender will give borrower written notice of default prior to foreclosure, "by certified mail at the address of the Property listed in this Security Instrument or such other address borrower may have designated to Lender in writing," unless the default consists of the sale of the Property without Lender's consent. The notice will specify: (a) the nature of the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is mailed by which the default must be cured; (d) 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; (e) that the borrower has the right to reinstate the mortgage after acceleration; and (f) that the borrower has the right to bring a court action to assert the nonexistence of a default or any other defense of the borrower to acceleration and sale. Additionally, in some other instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default. Upon default, Lender shall have the right, without declaring the whole indebtedness due and payable, to foreclose against all or any part of the Property. This lien shall continue as a lien on any part of the Property not sold on foreclosure. At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security Instrument and any related documents, including without limitation, the power to sell the property. If there is a default, Lender may, in addition to any other permitted remedy, advertise and sell the property as a whole or in separate parcels at public auction to the highest bidder for cash and convey absolute title free and clear of all right, title and interest of Mortgagor at such time and place as Lender designates. If Lender invokes the power of sale, Lender shall give notice of the sale including the time, terms and place of sale and a description of the property to be sold as required by the applicable law in effect at the time of the proposed sale. Lender or its designee may purchase the Property at any sale. Upon the sale of the Property and to the extent not prohibited by law, Lender shall make and deliver a deed to the Property sold which conveys absolute title to the purchaser. Lender shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including but not limited to, reasonable attorneys fees; (b) to all sums secured by this Mortgage; (c) any excess to the person or persons legally entitled to it. The recitals in any deed of conveyance shall be prima facie evidence of the facts set forth therein. If the Property is sold pursuant to this section, Mortgagor, or any person holding possession of the Property through Mortgagor, shall immediately surrender possession of the Property to the purchaser at the sale. If possession is not surrendered, Mortgagor or such person shall be a tenant holding over and may be dispossessed in accordance with applicable law. All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.
15. **EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS FEES; COLLECTION COSTS.** Except when prohibited by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in this Security Instrument. Mortgagor will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the contract interest rate in effect from time to time as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys fees, court costs, and other legal expenses. This Security Instrument shall remain in effect until released. Mortgagor agrees to pay for any recordation costs of such release.

Peterick Glenn 473-78-8019 30431249.

16. **ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law.
- Mortgagor represents, warrants and agrees that:
- Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
 - Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.
 - Mortgagor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor shall take all necessary remedial action in accordance with any Environmental Law.
 - Mortgagor shall immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.
17. **CONDEMNATION.** Mortgagor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.
18. **INSURANCE.** Mortgagor shall keep Property insured against loss by fire, flood, hurricane, earthquake, tornado, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.
- All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor.
- Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Mortgagor. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.
19. **ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.
20. **FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Mortgagor will provide to Lender upon request any financial statement or information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and Lender's lien status on the Property.
21. **JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt, and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.
22. **APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.

Peterick Glenn 473-78-8019 30431649

- 23. NOTICE. Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.
- 24. WAIVERS. Except to the extent prohibited by law, Mortgagor waives all appraisal, dower and homestead exemption rights relating to the Property.
- 25. OTHER TERMS. If checked, the following are applicable to this Security Instrument:
 - Construction Loan. This Security Instrument secures an obligation incurred for the construction of an improvement on the Property.
 - Fixture Filing. Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property. This Security Instrument suffices as a financing statement and any carbon, photographic or other reproduction may be filed of record for purposes of Article 9 of the Uniform Commercial Code.
 - Riders. The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument. [Check all applicable boxes]
 - Condominium Rider Planned Unit Development Rider Other N/A
 - Additional Terms. N/A

SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Mortgagor also agrees that Lender has furnished Mortgagor with a conformed copy of the promissory note and mortgage on the date stated on page 1.

Glenn Peterick *Dorinda D. Peterick*
 (Signature) GLENN M. PETERICK (Date) (Signature) DORINDA D. PETERICK (Date)

.....
 (Signature) (Date) (Signature) (Date)

ACKNOWLEDGMENT:

STATE OF Minnesota COUNTY OF Marion ss.
 This instrument was acknowledged before me this 4 day of December, 2001
 by Glenn M. Peterick and Dorinda D. Peterick his spouse
 My commission expires: Sandra K. Temann wife

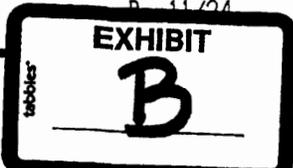


This instrument was prepared by _____, of _____
 CONSECO FINANCE LOAN COMPANY, 1155 CENTRE POINTS DRIVE SUITE 7, MENOTA HEIGHTS, MN 55120

• Peterick Glenn • 473-78-8019 30431649

EXHIBIT A

That part of the SW1/4NW1/4 of Section 3, Township 38, Range 32, described as follows: Commencing at the southwest corner of the SW1/4NW1/4 of Section 3, Township 38, Range 32 which is the place of beginning hereof; thence North along the West line of the SW1/4NW1/4 of Section 3, Township 38, Range 32, a distance of 550 feet; thence East on a line parallel to the South line of the SW1/4NW1/4 of Section 3, Township 38, Range 32, a distance of 825.7 feet; thence South on a line parallel to the West line of the SW1/4NW1/4 of Section 3, Township 38, Range 32, a distance of 550 feet; thence West along the South line of the SW1/4NW1/4, Section 3, Township 38, Range 32, a distance of 825.7 feet to the point of beginning hereof and there terminating, Benton County, Minnesota.



GT-15-24-011 (5/99)

GLENN D. PETERICK DOMINICA D. PETERICK 7361 ACOEN RD NW ROYALTON, MN 56373 BORROWER'S NAME AND ADDRESS: "I," "me" and "my" means each borrower above, together and separately.	CONSECO FINANCE LOAN COMPANY 1155 CENTRE POINTE DRIVE SUITE 7 MENDOTA HEIGHTS, MN 55120 LENDER'S NAME AND ADDRESS: "You" and "your" means the lender, its successors and assigns.	Loan Number <u>30431649</u> Date <u>December 5, 2001</u> Maturity Date <u>SEE ** BELOW</u> Loan Amount \$ <u>107410.70</u> Renewal Of <u>N/A</u>
---	---	--

I promise to pay you, at your address listed above, the PRINCIPAL sum of ONE HUNDRED SEVEN THOUSAND FOUR HUNDRED TEN AND 70/100 Dollars \$ 107410.70

Single Advance: I will receive all of the loan amount on N/A. There will be no additional advances under this note.

Multiple Advance: The loan amount shown above is the maximum amount I can borrow under this note. On the date of the first disbursement I will receive the initial advance and future principal advances are permitted. Conditions: The conditions for future advances are 1st advance(adv): real property appraisal & legal permits; 2nd adv: land improvement invoices, lien waivers, customer advance authorization; 2nd or 3rd adv: home & setup; final adv: certificate of occupancy or inspection report.

Open End Credit: You and I agree that I may borrow up to the maximum amount more than one time. All other conditions of this note apply to this feature. This feature expires on N/A.

Closed End Credit: You and I agree that I may borrow up to the maximum only one time (and subject to all other conditions).

INTEREST: I agree to pay interest on the outstanding principal balance from the date of first advance at the rate of 12.00

12.00
% per year until the principal balance is fully paid

Variable Rate: This rate may then change as stated below.
 Index Rate: The future rate will be N/A the following index rate: N/A

No Index: The future rate will not be subject to any internal or external index. It will be entirely in your control.

Frequency and Timing: The rate on this note may change as often as N/A. A change in the interest rate will take effect N/A.

Limitations: During the term of this loan, the applicable annual interest rate will not be more than N/A % or less than N/A %. The rate may not change more than N/A % each N/A.

Effect of Variable Rate: A change in the interest rate will have the following effect on the payments:
 The amount of each scheduled payment will change. **The amount of the final payment will change.**

ACCRUAL METHOD: You will calculate interest on a simple interest basis.

POST MATURITY RATE: I agree to pay interest on the unpaid balance of this note owing after maturity, and until paid in full, as stated below:
 on the same fixed or variable rate basis in effect before maturity (as indicated above).
 at a rate equal to N/A

LATE CHARGE: If I make a payment more than 15 days after it is due, I agree to pay a late charge of \$5.00 or 5.00% of the unpaid amount of the installment, whichever is less.

NSF FEE: If any instrument which I submit to you is returned unpaid for any reason, I will pay you a fee of \$20.00

ADDITIONAL CHARGES: In addition to interest, I agree to pay the following charges which N/A are N/A are not included in the principal amount above: N/A

Authority: The interest rate and other charges for this loan are authorized by MINN. STAT. §§ 53.04 and 47.204

PAYMENTS: I agree to pay this note as follows:

Interest: I agree to pay accrued interest monthly during the construction period beginning approx. 30 days after the date of first disbursement, on cumulative amounts advanced, and principal as set forth below.

Principal: I agree to pay the principal in 360 monthly installments, with interest, beginning no later than 45 days after the date of the final disbursement.

Installments: I agree to pay this note in 360 (P&I) payments. The first payment will be \$ 1104.84 and will be due approx. 30 days from final disbursement. A payment of \$ 1104.84 will be due monthly thereafter. The final payment of the entire

unpaid balance of principal and interest will be due at the Maturity Date
 UNIVERSAL NOTE For * and ** See Additional Terms on Page 4.

X SECURITY: This note is separately secured by (describe separate document by type and date): A Mortgage/Deed of Trust dated today on the real property located at: 7361 ACORN RD NW, ROYALTON, MN 56373

This loan is also secured by a 1st lien on the following:
2002 LIBERTY HOMES - SEE # PENDING

(This section is for your internal use. Failure to list a separate security document does not mean the agreement will not secure this note.)

PURPOSE: The purpose of this loan is consumer

DEFINITIONS: As used on pages 1 and 2 "X" means the terms that apply to this loan. "I," "me" or "my" means each Borrower who signs this note and each other person or legal entity (including guarantors, endorsers, and sureties) who agree to pay this note (together referred to as "us"). "You" or "your" means the Lender and its successors and assigns.

APPLICABLE LAW: The interest to be charged on this loan is governed by the laws of the state of _____
See Additional Terms section on page 4.

_____. All other terms of this transaction are governed by the laws of the state of Minnesota

If any provision of this agreement is unenforceable, the rest of the agreement remains in force. I may not change this agreement without your express written consent. Time is of the essence in this agreement.

I agree to cooperate with you regarding any requests after closing to correct errors made concerning this contract or the transaction and to provide any and all additional documentation deemed necessary by you to complete this transaction. I agree that you may enforce this agreement by judicial process and are entitled to attorney's fees, costs and disbursements incident to such enforcement.

PAYMENTS: You will apply each payment I make on this note first to any amount I owe you for charges which are neither interest nor principal. You will apply the rest of each payment to any unpaid interest, and then to the unpaid principal. If you and I agree to a different application of payments, we will describe our agreement on this note.

PREPAYMENT: I may prepay this loan in whole or in part at any time. I will not pay a penalty upon prepayment unless otherwise stated in the next sentence. If I prepay in full within N/A months of the date of this note, I will pay you a penalty of N/A
N/A

Partial payments will not excuse or reduce any later scheduled payment until this note is paid in full.

INTEREST: Interest accrues on the principal remaining unpaid from time to time, until paid in full. If this is a Multiple Advance Loan, interest will accrue: as indicated on page 1 of this document

The interest rate in effect on this note at any time will apply to all the money you advance at that time. Regardless of anything in this document that might imply otherwise, I will not pay and you will not charge a rate of interest that is higher than the maximum rate of interest you could charge under applicable law for the credit you give me (before or after maturity).

If you send any erroneous notice of interest, we mutually agree to correct it. If you collect more interest

than the law and this agreement allow, you agree to refund it to me.

INDEX RATE: The index will serve only as a device for setting the rate on this note. You do not guarantee by selecting this index, or the margin, that the rate on this note will be the same rate you charge on any other loans or class of loans to me or other borrowers.

ACCRUAL METHOD: You will calculate the amount of interest I will pay on this loan using the interest rate and accrual method on page 1 of this note. When calculating interest, you will use the accrual method to determine the number of days in a "year." If you do not state an accrual method, you may use any reasonable accrual method to calculate interest.

POST MATURITY RATE: In deciding when the "Post Maturity Rate" (on page 1) applies, "maturity" means: 1.) The date of the last scheduled payment indicated on page 1 of this note, or; 2.) The date you accelerate payment on the note, whichever is earlier.

SINGLE ADVANCE LOANS: If this is a single advance loan, you and I expect that you will make only one advance of principal. However, you may add other amounts to the principal if you make any payments described in the "PAYMENTS BY LENDER" paragraph below.

MULTIPLE ADVANCE LOANS: If this is a multiple advance loan, you and I expect that you will make more than one advance of principal. If this is closed-end credit, I am not entitled to additional credit if I repay a part of the principal.

PAYMENTS BY LENDER: If you are authorized to pay, on my behalf, charges I am obligated to pay (such as property insurance premiums), then you may treat those payments made by you as advances and add them to the unpaid principal under this note. Or, you may demand immediate payment of the charges.

SET-OFF: You may set off any amount due and payable under this note against any right I have to receive money from you.

"Right to receive money from you" means:

- (1) any deposit account balance I have with you;
- (2) any money owed to me on an item presented to you or in your possession for collection or exchange; and
- (3) any repurchase agreement or other nondeposit obligation.

"Any amount due and payable under this note" means the total amount of which you are entitled to demand payment under the terms of this note at the time you set off. This total includes any balance due for which you properly accelerate under this note.

If someone who has not agreed to pay this note also owns my right to receive money from you, your set-off right will apply to my interest in the obligation, and to any other amounts I could withdraw on my sole request or endorsement.

Your set-off right does not apply to an account or other obligation where my rights are only as a representative. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set off this debt against one of my accounts. I will assume the liability and

relieve you of all responsibility for any such claim that occurs if you set off this debt against one of my accounts.

REAL ESTATE OR RESIDENCE SECURITY: If I am giving you any real estate or a residence that is personal property as security for this note, I have signed a separate security agreement. Default and your remedies for default are determined by applicable law and by the security agreement. Default and your remedies may also be determined by the "Default" and "Remedies" paragraphs below, to the extent they are not prohibited by law or contrary to the security agreement.

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

- (1) I fail to make a payment on time or in the amount due;
- (2) I fail to keep the property insured, if required;
- (3) I fail to pay, or keep any promise, on any debt or agreement I have with you;
- (4) Any other creditors of mine try to collect any debt I owe them through court proceedings;
- (5) I die, am declared incompetent, make an assignment for the benefit of creditors, or become insolvent (either because my liabilities exceed my assets or I am unable to pay my debts as they become due);
- (6) I make any written statement or provide any financial information that is untrue or inaccurate when it was provided;
- (7) I do or fail to do something which causes you to believe that you will have difficulty collecting the amount I owe you;
- (8) any collateral securing this note is used in a manner or for a purpose which threatens confiscation by a legal authority;
- (9) I change my name or assume an additional name without first notifying you;
- (10) I fail to plant, cultivate and harvest crops in due season;
- (11) Any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land, or to the conversion of wetlands to produce an agricultural commodity, as explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M.

REMEDIES: If I am in default on this note, you have, but are not limited to, the following remedies:

- (1) You may demand immediate payment of everything I owe under this note;
- (2) You may set off this debt against any right I have to the payment of money from you, subject to the terms of the "SET-OFF" paragraph;
- (3) You may demand security, additional security, or additional parties to be obligated to pay this note as a condition for not using any other remedy;
- (4) You may refuse to make advances to me or allow me to make credit purchases;
- (5) You may use any remedy you have under state or federal law.

If you choose one of these remedies, you do not give up your right to use any other remedy later. By waiving your right to declare an event to be a default, you do not waive your right to later consider the event as a default if it continues or happens again.

COLLECTION COSTS AND ATTORNEY'S FEES: I will pay all costs of collection, replevin (an action for the recovery of property wrongfully taken or detained), or any other or similar type of cost if I am in default.

In addition, if you hire an attorney to collect this note, I will pay attorney's fees plus court costs (except where prohibited by law). To the extent permitted by the United

States Bankruptcy Code, I will also pay the reasonable attorney's fees and costs you are charged to collect this debt as awarded by any court under the Bankruptcy Code's jurisdiction.

WAIVER: I give up my rights to require you to:

- (1) demand payment of amounts due (presentment);
- (2) obtain official certification of nonpayment (protest);
- (3) give notice that amounts due have not been paid (notice of dishonor).

I waive any defenses I have based on suretyship or impairment of collateral.

ARBITRATION: All disputes, claims, or controversies arising from or relating to this note or the relationships which result from this note, or the validity of this arbitration clause or the entire note, shall be resolved by binding arbitration by one arbitrator selected by you with my consent. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, Title 9 of the United States Code. Judgment upon the award rendered may be entered in any court having jurisdiction. The parties agree and understand that they choose arbitration instead of litigation to resolve disputes. The parties understand that they have a right or opportunity to litigate disputes in court, but that they prefer to resolve their disputes through arbitration, except as provided herein.

THE PARTIES VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT THEY HAVE TO A JURY TRIAL, EITHER PURSUANT TO ARBITRATION UNDER THIS CLAUSE OR PURSUANT TO A COURT ACTION BY YOU (AS PROVIDED HEREIN). The parties agree and understand that all disputes arising under case law, statutory law, and all other laws including, but not limited to, all contract, tort, and property disputes, will be subject to binding arbitration in accord with this agreement. I agree that I shall not have the right to participate as a representative or a member of any class of claimants pertaining to any claim arising from or relating to this note. The parties agree and understand that the arbitrator shall have all powers provided by law and the note. These powers shall include all legal and equitable remedies, including, but not limited to, money damages, declaratory relief, and injunctive relief. Notwithstanding anything hereunto the contrary, you retain an option to use judicial or non-judicial relief to enforce a security agreement relating to the collateral secured in a transaction underlying this arbitration agreement, to enforce the monetary obligation or to foreclose on the collateral. Such judicial relief would take the form of a lawsuit. The institution and maintenance of an action for judicial relief in a court to foreclose upon any collateral, to obtain a monetary judgment or to enforce the security agreement, shall not constitute a waiver of the right of any party to compel arbitration in this note, including the filing of a counterclaim in a suit brought by you pursuant to this provision.

OBLIGATIONS INDEPENDENT: I must pay this note even if someone else has also agreed to pay it (for example, signing this form or a separate guaranty or endorsement).

You may sue me alone, anyone else obligated on this note, or any number of us together, to collect this note. You may do so without any notice that it has not been paid (notice of dishonor).

You may, without notice, release any party to the agreement without releasing any other party.

If you give up any of your rights, with or without notice, it will not affect my duty to pay this note.

Any extension of new credit to any of us, or renewal of this note by all or less than all of us, will not release me from my duty to pay it. (Of course, you are entitled to only

one payment in full.) You may extend this note or the debt represented by this note, or any portion of the note or debt, from time to time without limit or notice. You may do this without affecting my liability for payment of the note.

I will not assign my obligation under this agreement without your prior written approval.

CREDIT INFORMATION: I authorize you to obtain credit information about me from time to time (for example, by requesting a credit report) and to report to others your credit experience with me (such as a credit reporting agency). I will provide you, at your request, accurate, correct and complete financial statements or information you need.

NOTICE: Unless otherwise required by law, you will give any notice to me by delivering it or mailing it by first class mail to my last known address. My current address is on page 1. I will inform you in writing of any change in my address. I will give any notice to you by mailing it first class to your address stated on page 1 of this agreement, or to any other address you give me.

PURPOSE: The purpose of this loan is consumer

ADDITIONAL TERMS:

* The payment schedule is in addition to, and shall begin subsequent to, the construction period interest-only payments.

** The Maturity Date is 359 months after the date of the first scheduled payment of principal and interest.

APPLICABLE LAW: This extension of credit is made under the authority of MINN. STAT. §§ 53.04 and 47.204, and federal law, as applicable.

ANY UNDISBURSED PORTIONS OF THE AMOUNT FINANCED HEREIN SHALL BE APPLIED TO THE PRINCIPAL BALANCE OF THE CONTRACT. THIS WILL NOT REDUCE MY MONTHLY PAYMENT AMOUNT ON THE CONTRACT, ON THE CONTRACT, BUT WILL REDUCE THE TOTAL NUMBER OF MONTHS I MUST PAY THE CONTRACT.

THIS LOAN IS NOT MADE UNTIL THE DOCUMENTS HAVE BEEN REVIEWED AND ACCEPTED BY LENDER.

SIGNATURES: I AGREE TO THE TERMS OF THIS NOTE (INCLUDING THOSE ON PAGES 1, 2, 3, AND 4). I have received a copy on today's date.

[Signature] 12/5/01
Signature CLERN H. PETERICK Date

[Signature] 12/5/01
Signature DORINDA D. PETERICK Date

Signature _____ Date _____

Signature _____ Date _____

Signature for Lender
CONSECO FINANCE LOAN COMPANY

By: *[Signature]* 12/5/01
Signature _____ Date _____

Its: *[Signature]*

EXHIBIT
tabbles
C

47378809

MINNESOTA DEPARTMENT OF PUBLIC SAFETY
DRIVER & VEHICLE SERVICES DIVISION
445 MINNESOTA ST., ST. PAUL, MN 55101
CONFIRMATION OF LIEN PERFECTION - DEBTOR NAME AND ADDRESS

PETERICK GLENN MICHAEL
PETERICK DORINDA DIANE
7361 ACORN RD NW
ROYALTON MN 56373

304 21649

First Class
U.S. Postage
PAID
Permit No. 171
St. Paul, MN

Year 02	Make LIBT	Model MH	Title NR W0890P475
VIN 18L01339XU		Security Date 12/05/01	Rebuilt NO

1ST SECURED PARTY

LIEN HOLDER

RETAIN THIS DOCUMENT - See reverse
side of this form for removing this lien.

CONSECO FINANCE
4625 RIVER GREEN PKWY
DULUTH GA 30096-2583

STATE OF MINNESOTA

FILED 10-16-02
BENTON COUNTY
DISTRICT COURT
By: [Signature]

DISTRICT COURT

COUNTY OF BENTON

SEVENTH JUDICIAL DISTRICT

Conseco Finance Loan Company

File No. C7-02-1032

Plaintiff,

Judge James W. Hoolihan

vs.

CASE TYPE: MORTGAGE
FORECLOSURE & REPLEVIN

Glenn M. Peterick, Dorinda Peterick,
ABC Partnership, XYZ Corporation,
John Doe and Mary Roe, whose true
names are unknown to Claimant,

RECEIVED NOV 14 2002 BENTON COUNTY SHERIFF'S DEPT
RECEIVED FEB 25 2003 BENTON COUNTY SHERIFF'S DEPT
RECEIVED NOV 20 2003 BENTON COUNTY SHERIFF'S DEPT

Defendants.

FINDINGS OF FACT
CONCLUSIONS OF LAW
ORDER FOR JUDGMENT
AND DECREE OF
FORECLOSURE

The above entitled matter came on for hearing before the undersigned Judge of District Court, on Plaintiff's Motion for Default Judgment and was heard on 16th day of October, 2002. Theresa A. Hodnett appeared on behalf of the Plaintiff. Appearances by or on behalf of other parties were noted on the record. The Court being fully advised, and based upon all of the files, records and proceedings herein, makes the following:

FINDINGS OF FACT

1. This is an action for foreclosure of mortgage pursuant to Minnesota Statutes Chapter 581 of a mortgage dated December 5, 2001, executed by Glenn M. Peterick and Dorinda Peterick, as mortgagee, filed for record in the Office of the Recorder in and for the County of Benton and State of Minnesota on and recorded as Document No. 280797, which mortgage covers property legally described as:

That part of the SW 1/4 NW 1/4 of Section 3, Township 38, Range 32, described as follows: Commencing at the Southwest corner of the SW 1/4 NW 1/4 of Section 3, Township 38, Range 32 which is the place of beginning hereof; thence North along the West line of the SW 1/4 NW 1/4 of Section 3, Township 38, Range 32, distance of 550 feet; thence East on a line parallel to the South line of the SW 1/4 NW 1/4 of Section 3, Township 38, Range 32, a distance of 825.7 feet; thence South on a line parallel to the West line of the SW 1/4 NW 1/4 of Section 3,

EXHIBIT
D

Township 38, Range 32, a distance of 550 feet; thence West along the South line of the SW 1/4 NW 1/4, Section 3, Township 38, Range 32, a distance of 825.7 feet to the point of beginning hereof and there terminating, Benton County, Minnesota.

2. Plaintiff also requests an Order of Replevin pursuant to Minnesota Statutes § 565.21 et. seq. for certain real property which is described as follows:

2002 Liberty Homes, 64' x 32' Manufactured Home, serial number 18L01339XU

3. The mortgage described herein contains an acceleration clause which provides that upon default in the terms and conditions of the Mortgage Deed, or the Note secured thereby, the mortgagee, its successors and assigns, may declare the entire sum secured by said mortgage immediately due and payable.

4. Defendants, Glenn M. Peterick and Dorinda Peterick, failed to pay installments of principal and interest due on said mortgage and note for the following: January (\$124.86), February (\$1,104.84), March (\$1,104.84) and April (\$1,104.84) 2002, plus Late Fees \$15.00

5. As a result of said default and failure to cure the default, Plaintiff has elected to declare the entire sum secured by said mortgage immediately due and payable.

6. No other action or proceeding at law or in equity has been commenced for the collection of the debt secured by said mortgage and any part thereof.

7. Service of the Summons and Complaint in this matter have been duly made upon Defendants Glenn M. Peterick and Dorinda Peterick.

8. That said Defendants have failed to plead or otherwise defend in this action and are in default.

9. The outstanding principal amount due on the mortgage together with accumulated interest and advances made by mortgagee equals \$117,832.10 as of October 16, 2002, representing \$107,348.00 plus 35.30 per day from December 25, 2001 to October 16, 2002.

10. The reasonable value of the services of the attorneys for Plaintiff in this action to the date hereof is \$1,392.50.

11. Plaintiff costs and disbursements herein are \$650.00.

Based upon the foregoing, the Court makes the following:

CONCLUSIONS OF LAW

1. Defendants have failed to move, plead or otherwise defend in this action and are in default herein.
2. Plaintiff, as a matter of law, is entitled to default judgment against the Defendants.
3. Defendants are in default on the Mortgage and the Mortgage Note described herein and Plaintiff has declared the entire amount secured by the Mortgage immediately due and payable.
4. Plaintiff shall have judgment against Glenn M. Peterick and Dorinda Peterick in the sum of \$119,874.60, which sum includes \$1,392.50 as attorneys fees and \$650.00 in costs.
5. Said judgment is declared to be a lien on the property described as:

That part of the SW 1/4 NW 1/4 of Section 3, Township 38, Range 32, described as follows: Commencing at the Southwest corner of the SW 1/4 NW 1/4 of Section 3, Township 38, Range 32 which is the place of beginning hereof; thence North along the West line of the SW 1/4 NW 1/4 of Section 3, Township 38, Range 32, distance of 550 feet; thence East on a line parallel to the South line of the SW 1/4 NW 1/4 of Section 3, Township 38, Range 32, a distance of 825.7 feet; thence South on a line parallel to the West line of the SW 1/4 NW 1/4 of Section 3, Township 38, Range 32, a distance of 550 feet; thence West along the South line of the SW 1/4

NW 1/4, Section 3, Township 38, Range 32, a distance of 825.7 feet to the point of beginning hereof and there terminating, Benton County, Minnesota,

Said lien being prior and superior to any lien, claim or interest in the Defendants, and said property shall be sold by the Sheriff of Benton County in the manner provided by law, to satisfy the amount adjudged due, together with interest on the outstanding principal balance from the date of the judgment to the date of the Sheriff's sale, together with additional costs, disbursements, and attorneys fees of this action and the expense of said sale.

6. A Judgment in favor of Plaintiff against Defendants, jointly and severally granting Plaintiff immediate and permanent possession of the personal property which is described as:

2002 Liberty Homes, 64' x 32' Manufactured Home, serial number 18L01339XU

7. The Clerk of Court shall enter judgment against Glenn M. Peterick and Dorinda Peterick for any deficiency existing after the sale of the above described premises.

8. Plaintiff shall also have judgment barring and foreclosing the Defendants, and any and all persons claiming through them, any and all interest, lien or equity of redemption in said property, except the right of redemption as provided by Minnesota Statutes Section 581.10.

9. Plaintiff, or its representatives shall have the right of access to the property for the purpose of conducting an appraisal or otherwise determining its value.

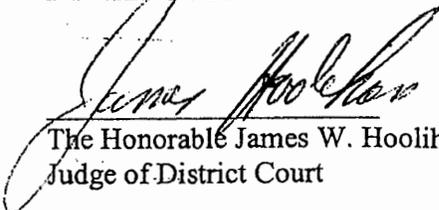
Based upon the foregoing Conclusions of Law the Court makes the following:

ORDER

LET JUDGMENT BE IMMEDIATELY ENTERED ACCORDINGLY (NO STAY)

Dated this 16 day of October 2002.

BY THE COURT:


The Honorable James W. Hoolihan
Judge of District Court

I hereby certify that the foregoing Order/Conclusions of Law are in accordance with the Judgment of this Court.
Frank J. Roberts, Court Administrator

By: Sue Sorensen, Deputy

Dated this 29th day of October, 2002

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In Re:

CHAPTER 13 CASE

Glenn Peterick

And in Re:

CASE NO. 04-30222 DDO

Dorinda Peterick

Debtors.

UNSWORN DECLARATION FOR PROOF OF SERVICE

Mary Petersen, of Stephenson & Sanford, PLC, attorneys licensed to practice law in this court, with office address at Suite 220, 1905 East Wayzata Boulevard, Wayzata, Minnesota, declares under penalty of perjury that on the 26th day of January 2004, I served the annexed Affidavit of Theresa A. Hodnett in Response to Order to Show Cause 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 Wayzata, Minnesota addressed to each of them as follows:

Glenn Michael Peterick
7361 Acorn Road NW
P.O. Box 47
Royalton, MN 56373

Michael J Farrell
P.O. Box 519
Barnsville, MN 56514

Dorinda Diane Peterick
7361 Acorn Road NW
P.O. Box 47
Royalton, MN 56373

Sarah Wencil
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 26th day of January 2004.

/e/ Mary Petersen

VERIFICATION

I, Sarah J. Wencil, attorney for the United States Trustee, the movant named in the foregoing motion, declare under penalty of perjury that the foregoing is true and correct according to the best of my knowledge, information and belief.

Executed on: September 30, 2004

Signed: /s/ Sarah J. Wencil
Sarah J. Wencil
Trial Attorney

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In re:

Dorinda Diane Peterick,

Chapter 7

Debtors

BK 04-35603

MEMORANDUM OF LAW

The United States Trustee submits this memorandum of law in support of his motion to dismiss this case and in support of his position that the debtor should be barred from refiling a bankruptcy case for a period of two years.

Dismissal of Chapter 7 Case

Section 707(a) provides:

The court may dismiss a case under this chapter only after notice and a hearing and only for cause, including —

- (1) unreasonable delay by the debtor that is prejudicial to creditors;
- (2) nonpayment of any fees and charges required under chapter 123 of title 28 [28 U.S.C. § 1911 et seq.]; and
- (3) failure of the debtor in a voluntary case to file, within fifteen days or such additional time as the court may allow ... the information required by paragraph (1) of section 521, but only on a motion by the United States trustee.

11 U.S.C. § 707(a). Dismissal for cause is not limited to the three examples set forth in Section 707(a); use of the word “including” means that the examples are not exhaustive. *Huckfeldt v. Huckfeldt* (*In re Huckfeldt*), 39 F.3d 829, 831 (8th Cir. 1994) (*see* citations therein).

The Eighth Circuit Court of Appeals adopts the reasoning of the bankruptcy court in *In re*

Khan, 172 B.R. 613 (Bankr. D. Minn. 1994) to define “cause” under Section 707(a). *Huckfeldt*, 39 F.3d at 832. The Bankruptcy Court in *In re Khan*, held that cause under Section 707(a) is the following:

[T]he Court should look first at the debtor’s manifested attitude toward the integrity of the bankruptcy process. The real question should be whether the debtor is in bankruptcy with an intent to receive the sort of relief that Congress made available to petitioners under the chapter in question ... and is willing to responsibly carry out the duties that Congress imposes on debtors as the cost of receiving such relief.

[B]ad faith in the filing of a Chapter 7 petition would be evidenced by a pervasive and orchestrated effort on the party of the debtor to obtain the benefits of a bankruptcy filing while at the same time intentionally and fraudulently taking action to avoid any of the detriments. Such an effort might involve ..., without a concomitant acceptance of the statutory duties of financial disclosure, cooperation with the trustee, and surrender of non-exempt assets.

172 B.R. at 625.

The present case fits the definition of “cause” under Section 707(a) cited in *In re Khan*. The present and former cases of the debtor show that the debtor is filing bankruptcy to obtain the benefit of bankruptcy filing, e.g. the automatic stay, without regard for complying with the Bankruptcy Code or rules. This case was filed in violation of § 727(a)(8). This case is the third case in a little over a year to be filed in violation of § 727(a)(8). The debtor has knowledge of the statute and its contents and has knowledge of her violation of that statute. The debtor has demonstrated a complete disregard for this statute.

Likewise, although not ripe in this case, the debtor’s cases also show a history of failing to pay installment fees, failing to file schedules and statements, and a general failure in all cases to appear and prosecute the bankruptcy case. The only bankruptcy case that was not dismissed was the original October 15, 1998 Chapter 7 case. All five 2003 and 2004 prior bankruptcy cases

were dismissed for incomplete filing or payment of fees (3 cases), upon motion and relief from stay by a creditor (1), and for failure to get a plan confirmed. The present case was also a partial filing and was also subject to an installment fee motion. Given that the debtor has knowledge she was barred from filing this case and that she was making a false oath, it can be inferred that the debtor is not seeking a fresh start, but rather is seeking the automatic stay.

The debtor has also failed to list her prior bankruptcy cases on the petition. If the debtor listed such cases, her case may have been flagged for review by the system (either the Clerk of Court office, the U.S. Trustee office, or the Chapter 7 trustee) prior to the October 13, 2004 deadline given by the Bankruptcy Court. By not listing the cases, she can draw out the protection of the automatic stay, without fully committing to the bankruptcy case. The debtor has prior knowledge that not listing the prior cases is a false oath and that she is not entitled to a discharge if she makes a false oath. It can be inferred from these circumstances that this debtor filed this case with no intention of having her debts discharged and that the debtor intentionally made a false oath on this petition.

There is cause to convert this case under Section 707(a) based on the circumstances of this filing.

Bar on Refiling

Dismissing this case is not sufficient to prevent the debtor from violating the statutes, rules and abusing the bankruptcy system, as she has done time and time again.

The initial solution is Section 109(g), which provides that an individual cannot be a debtor under Title 11, if within 180 days previous, the debtor filed a case that was “dismiss[ed] by the court for willful failure of the debtor to abide by orders of the court, or to appear before the court in proper prosecution of the case.” 11 U.S.C. § 109(g)(1). The Bankruptcy Court has

discretion to dismiss a case with prejudice pursuant to Section 109(g)(1). *In re Tolbert v. Fink*, (*In re Tolbert*), 255 B.R. 214, 216 (Bankr. 8th Cir. 2000). Serial filings and failure to submit required documents is cause to the imposition of such a bar. *Id.*

This solution is not appropriate for this debtor. The debtor's conduct has led to having a 180 day bar applied to her on two prior occasions. The 180 day bar has not stopped the debtor's bad conduct in violating the Code. A more strict remedy is appropriate.

Cause exists to extend the period for refiling by debtor for two years. A majority of courts have found that the 180 day bar may be extended for longer than 180 days for cause under the authority of 11 U.S.C. § § 105 and 349. *In re Balmer*, 2003 WL 22658196, *3-*4 (Bankr. E.D. Ark. Oct. 10, 2003) (*citing In re Rusher*, 283 B.R. 544, 547-48 (Bankr. W.D. Mo. 2002)). In *In re Balmer*, the Bankruptcy Court extended the bar to refiling to eight years, which represented the number of years that the debtors had been filing serial bankruptcy cases which were abusing the bankruptcy system. *Id.* at * 4.

Given Ms. Peterick's violation of the previous orders of the Bankruptcy Court, her previous violations of the bar to filing a Chapter 7 petition under Section 727(a)(8), her false oath in failing to disclose her previous cases, and the lack of sincerity in seeking relief in this case, the United States Trustee requests that the Bankruptcy Court extend the period for two (2) years.

Expedited Relief

The United States Trustee has requested expedited relief in this matter pursuant to Rule 9006-1(d). The debtor filed a partial bankruptcy case on September 28, 2004. The Bankruptcy Court has set the deadline of October 13, 2004, as the date by which the debtor must pay her filing fee and file all appropriate schedules and statements in this case. This case will automatically dismiss on that date, if the debtor does not pay her installment fee and file complete schedules and

statements. Therefore, it is appropriate to bring the serial bankruptcy filings to the Bankruptcy Court's attention before any automatic dismissal should happen.

Conclusion

The U.S. Trustee requests the following:

1. Dismissal of the case pursuant to Section 707(a).
2. Dismissal of the case with prejudice and barring the debtor from refileing for a period of two years.
3. Expedited Relief.

Dated: September 30, 2004

Respectfully submitted,
HABBO G. FOKKENA
United States Trustee
Region 12

By: /s/ Sarah J. Wencil
Sarah J. Wencil
Trial Attorney
United States Trustee's Office
1015 United States Courthouse
300 South Fourth Street
Minneapolis, MN 55415
IA ATTY No. 14014
(612) 664-5500

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In re:

Dorinda Diane Peterick,

BK 04-35603 GFK

Debtor(s).

Chapter 7

AFFIDAVIT OF SERVICE

The undersigned hereby certifies under penalty of perjury that she is an employee in the Office of the United States Trustee for the District of Minnesota and is a person of such age and discretion as to be competent to serve papers. That on September 30, 2004, she served a copy of the attached: Notice of Hearing on Motion for Expedited Relief and on Motion to Dismiss Chapter 7 Case, Notice of Hearing and Motion for Expedited Relief and Motion to Dismiss Under 11 U.S.C. § 707(a) [without exhibits], Verification, Memorandum of Law and proposed Order, by faxing said copy to the person(s) hereinafter named, at the facsimile number(s) below or by sending via Federal Express Overnight to the person(s) hereinafter named, at the place and address stated below, which is the last known address.

Addressee(s) and Facsimile Number(s):

Dorinda Diane Peterick
7361 Acorn Road NW
P O Box 47
Royalton, MN 56373
Federal Express Overnight

Donna Heidelbrger
East Central Energy
Response Center
P O Box 39
412 North Main
Braham, MN 55006
Fax: 763.689.8021

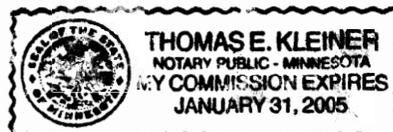
Theresa A. Hodnett
Attorney for Green Tree
Stephenson & Sanford, PLC
1905 East Wayzata Boulevard, Suite 220
Wayzata, MN 55391
Fax: 952.404.2111

By: 

Emily Rohr
Office of the United States Trustee

**Subscribed and sworn to before
me this 30th day of September, 2004.**


Notary Public



**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In re:

Dorinda Diane Peterick,

Chapter 7

Debtors

BK 04-35603

ORDER

At St. Paul, Minnesota, the _____ day of October, 2004, the United States Trustee's Motion for Expedited Hearing and Motion to Dismiss under § 707(a) came before the undersigned. Appearances were as noted in the record.

Based on the pleadings, findings of fact, conclusions of law, and arguments of parties on the record:

IT IS HEREBY ORDERED:

1. Expedited relief is granted.
2. This bankruptcy case is dismissed pursuant to 11 U.S.C. § 707(a).
3. The dismissal of this bankruptcy case is with prejudice against the debtor.
4. The debtor Dorinda Peterick is barred from filing a bankruptcy case under any chapter of Title 11 of the U.S. Code for two years from the date of the entry of this Order pursuant to 11 U.S.C. § § 105 and 349.
5. During the two year period ordered in paragraph 4, the Clerk of Court is ordered not to accept for filing any petitions for bankruptcy under any chapter of Title 11 from either debtor, except after application to the Bankruptcy Court with notice to the U.S. Trustee and after entry of an order approving such application for cause.
6. If the debtor violates any provision of this Order, the Bankruptcy Court shall, without hearing, immediately enter an order granting relief from the automatic stay

to all creditors and shall require the violating party to appear before the Court to show cause why further sanctions should not be imposed.

Chief Judge Gregory F. Kishel
United States Bankruptcy Judge