

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In re:

Case No. 04-35630 GFK

Chapter 13

Donald Mark Schlinsog

OBJECTION TO CONFIRMATION

Debtor.

TO: Debtor, Donald Mark Schlinsog; Attorney for Debtor, Becky A. Moshier; Jasmine Z. Keller, Chapter 13 Trustee; U.S. Trustee; and other parties in interest.

1. DaimlerChrysler Services North America, L.L.C., ("DCS") a secured creditor of Debtor, by its undersigned attorney, makes this objection to the confirmation of the proposed plan of the Debtor.

2. This objection is filed pursuant to Fed. R. Bankr. P. 3020(b) and DCS requests this Court to enter an order denying confirmation of Debtor's proposed Chapter 13 plan (the "Plan"). This Court has jurisdiction over this motion pursuant to 28 U.S.C. Sec. 1334(a) and 157(a), 11 U.S.C. §1325 and applicable rules. This is a core proceeding.

3. Hearing on confirmation of the Plan is scheduled for 10:30 a.m. on November 23, 2004, before the Honorable Gregory F. Kishel, in Courtroom 228b, United States Courthouse, 200 Federal Building, 316 North Robert Street, St. Paul, Minnesota 55101, or as soon thereafter as counsel can be heard.

4. The petition commencing this Chapter 13 case was filed on September 28, 2004 and the case is now pending in this Court.

5. DCS holds a valid, perfected interest in a 2000 Chrysler Sebring, VIN 3C3EL45H7YT230169, (the "Vehicle"). The value of the Vehicle is \$9,725.00.

6. Copies of DCS' agreement with Debtor (the "Contract") and evidence of perfection of DCS's interest in the Vehicle are attached hereto as Exhibits A and B and incorporated herein by reference.

7. The balance due to DCS as of the petition date totals \$8,465.37 together with interest accruing at the contract rate of 8.34%. The fair market value of the Vehicle is \$9,725.00. Accordingly, the claim of DCS should be treated as secured to the extent of \$8,465.37.

8. The Plan, however, Debtor's Plan fails to provide for the secured claim of DCS.

9. Using the contract rate of interest, the Plan fails to satisfy DCS' secured claim plus interest utilizing the payments set forth by Debtor.

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

11. The Plan does not provide DCS with adequate protection of its interest in the vehicle.

12. Movant gives notice that it may, if necessary, call Joseph Quigley or another representative of DCS to testify at the hearing.

13. THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION WILL BE USED FOR THAT PURPOSE.

WHEREFORE, DCS respectfully requests this Court to enter an order denying confirmation of the Debtor's proposed plan and such other further relief as is just and equitable.

Dated: _October 15, 2004_____

RIEZMAN BERGER, P.C.

/e/ Marilyn J. Washburn
Marilyn J. Washburn (#0324140)
7700 Bonhomme, 7th Floor
St. Louis, MO 63105
(314) 727-0101
Attorneys for DCS

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In re:

Case No.04-35630 GFK
Chapter 13

Donald Mark Schlinsog,

Debtor.

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

DCS submits this memorandum of law in support of its objection to confirmation in the above-entitled matter.

FACTS

DCS holds a valid, perfected interest in a 2000 Chrysler Sebring, VIN 3C3EL45H7YT230169 (the "Vehicle").

The balance due to DCS as of the petition date totals \$8,465.37. The interest rate on the Contract is 8.34%. The fair market value of the Vehicle is \$9,725.00. Accordingly, the claim of DCS should be treated as secured to the extent of \$8,465.37.

The Plan, however, fails to provide for the secured claim of DCS, in that DCS was not scheduled as a secured creditor in this case.

DISCUSSION

Pursuant to 11 U.S.C. §1325(a)(5), a plan must distribute deferred cash payments equal to the present value of the secured claim. *Rake v. Wade*, 113 S.Ct. 2187, 124 L.Ed.2d 424 (1993). In this case, the Debtor has proposed payments that do not satisfy DCS's secured claim plus interest at the contract rate. Accordingly, the Plan does not meet the confirmation requisites and should be denied.

CONCLUSION

For all of the reasons set forth herein, DCS respectfully requests that the Court deny confirmation of Debtor's Chapter 13 Plan.

Dated: October 15, 2004

RIEZMAN BERGER, P.C.

/e/ Marilyn J. Washburn

Marilyn J. Washburn (#0324140)

7700 Bonhomme, 7th Floor

St. Louis, MO 63105

(314) 727-0101

Attorneys for DCS

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In re:

Case No. 04-35630 GFK

Chapter 13

Donald Mark Schlinsog

Debtor.

UNSWORN DECLARATION FOR PROOF OF SERVICE

Marilyn J. Washburn, an attorney licensed to practice law in this court, and employed by Riezman Berger, PC, with an office address of 7700 Bonhomme, 7th Floor, St. Louis, MO 63105, declares that on the date set forth below, I served the annexed **Objection to Confirmation** upon each of the entities named below by mailing to each of them a copy thereof by enclosing same in an envelope with first class mail postage prepaid and depositing same in the post office at St. Louis, Missouri addressed to each of them as follows:

United States Trustee
300 South 4th Street, Suite 1015
Minneapolis, MN 55415

(Attorney for Debtor)
Becky A. Moshier
2233 University Avenue W
Suite 420
St. Paul, MN 55114

(Debtor)
Donald Mark Schlinsog
138 King St. W
Saint Paul, MN 55107

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

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

Dated: October 15, 2004

Signed: /e/ Marilyn J. Washburn

RETAIL INSTALLMENT CONTRACT
MINNESOTA - SIMPLE INTEREST

DATE 03/16/2001 ACCOUNT NUMBER

BUYER (AND CO-BUYER) NAME AND ADDRESS

DONALD MARK SCHLINSOG
8655-A QUARRY RIDGE W
WOODBURY MN 55125

CREDITOR (SELLER) NAME AND ADDRESS

BLOOMINGTON CHRY PLY JEEP INC.
8000 PENN AVE.
BLOOMINGTON, MN 55431

Creditor (collectively "us" and "we") agrees to sell, and buyer and co-buyer, if any, (collectively "Buyer", "you" and "your") after being quoted both a cash and credit price, agrees to buy from Creditor on a credit price basis ("Total Sale Price"), subject to the terms and conditions set forth on both the front and back of this contract, the vehicle ("Vehicle") described below. You acknowledge delivery and acceptance of the Vehicle.

DESCRIPTION OF VEHICLE- <input type="checkbox"/> NEW <input checked="" type="checkbox"/> USED	YEAR 2000	MAKE CHRYSLER	MODEL SEBRING	VEHICLE IDENTIFICATION NUMBER 3C3EL45H7YT230169	Description of Trade-In N/A	YEAR & MAKE N/A	MODEL N/A
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FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE E*	Amount Financed	Total of Payments E*	Total Sale Price E*
8.2%	\$ 4317.98	\$ 18745.44	\$ 23063.40	\$ 24063.40

Payment Schedule - Your payment schedule will be...

NO. OF PAYMENTS	AMOUNT OF EACH PAYMENT	WHEN PAYMENTS ARE DUE		NO. OF PAYMENTS	AMOUNT OF EACH PAYMENT	WHEN PAYMENTS ARE DUE	
		<input type="checkbox"/> MONTHLY	<input type="checkbox"/> QUARTERLY			<input type="checkbox"/> MONTHLY	<input type="checkbox"/> QUARTERLY
60	384.99	<input type="checkbox"/>	<input checked="" type="checkbox"/>	60	N/A	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Prepayment. If you pay off early, you will not have to pay a penalty.

Security Interest. You are giving us a security interest in the Vehicle being purchased.

Filing Fees \$ 2.00

Contract Provisions. See the back of this contract for any additional information about security interests, nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

*E means Estimate

YOU ARE REQUIRED TO HAVE PHYSICAL DAMAGE INSURANCE. LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT. YOU MAY OBTAIN VEHICLE INSURANCE FROM A PERSON OF YOUR CHOICE.

CREDIT LIFE, CREDIT DISABILITY, GUARANTEED AUTOMOTIVE PROTECTION COVERAGE AND OTHER OPTIONAL INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT AND WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE PREMIUM.

<input type="checkbox"/> CREDIT LIFE PREMIUM \$ N/A	<input type="checkbox"/> MECHANICAL BREAKDOWN TERM INSURER PREMIUM \$
INSURER INSURED(S)	INSURER
BUYER'S SIGNATURE	BUYER'S SIGNATURE
CO-BUYER'S SIGNATURE	CO-BUYER'S SIGNATURE
<input type="checkbox"/> CREDIT DISABILITY PREMIUM \$ N/A	<input checked="" type="checkbox"/> TYPE GAP TERM 60
INSURER INSURED(S)	PREMIUM \$ 350
INSURER	INSURER
BUYER'S SIGNATURE	BUYER'S SIGNATURE
CO-BUYER'S SIGNATURE	CO-BUYER'S SIGNATURE

- Cash Price
 - Vehicle (including accessories, delivery, installation charges, if any) 16999.00
 - Sales Tax 1104.94
 - Documentary Fee 25.00
 - Service Contract (optional) N/A
 - Cash Price (1a + 1b + 1c + 1d) \$ 18128.94
- Downpayment
 - Downpayment 1000.00
 - Manufacturer's Rebate N/A
 - Gross Allowance on Trade-in \$ N/A
 - Pay-off on Trade-in \$ N/A
 - Net Allowance on Trade-in (2c - 2d) N/A
 - Downpayment (2a + 2b + 2e) \$ 1000.00

If less than \$0, disclose on Line 3a and enter \$0 for the Downpayment.
- Unpaid Balance of Cash Price (1e - 2f) \$ 17128.94
 - Unpaid Trade-In Lien Amount to be Financed ** \$ N/A

** Paid to:
- Other Charges Including Amounts Paid to Others on Your Behalf*
 - Paid to Public Officials for:
 - Other Taxes N/A
 - Filing Fees 2.00
 - License Fees 204.50
 - Certificate of Title Fees N/A
 - Registration Fees N/A
 - Paid to:
 - For: N/A
 - For: CHRYSLER SERVICE CONTRACT CENTER
 - For: SERVICE CONTRACT 1060
 - For: Gap Coverage 350
 - For: N/A
 - Paid to Insurance Companies for Insurance for:
 - Optional Mechanical Breakdown N/A
 - Optional Credit Life N/A
 - Optional Credit Accident & Health N/A
 - Subtotal (4a + 4b + 4c + 4d + 4e + 4f) \$ 1616.50
- Amount Financed (3 + 3a + 4g) \$ 18745.44

*Seller may receive and retain a portion of certain of these amounts.

CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

Notice to the Buyer: 1. Do not sign this contract before you read it or if it contains any blank spaces. 2. You are entitled to an exact copy of the contract you sign. Keep it to protect your legal rights. BUYER ACKNOWLEDGES RECEIPT OF A COMPLETELY FILLED-IN COPY OF THIS CONTRACT.

IMPORTANT: THIS MAY BE A BINDING CONTRACT AND YOU MAY LOSE ANY DEPOSITS IF YOU DO NOT PERFORM ACCORDING TO ITS TERMS.

SIGNATURE OF BUYER	SIGNATURE OF CO-BUYER	SIGNATURE OF CO-BUYER
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THIS CONTRACT IS ACCEPTED BY THE CREDITOR (SELLER) AND ASSIGNED TO CHRYSLER FINANCIAL COMPANY L.L.C. ("ASSIGNEE") IN ACCORDANCE WITH THE TERMS OF THE ASSIGNMENT SET FORTH ON THE REVERSE HEREOF.

CREDITOR (SELLER)	BY	OFFICE MGR.
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BLOOMINGTON CHRY PLY JEEP INC.

MAR 21 2001

Carle Richards Office Mgr.

ORIGINAL

TERMS AND CONDITIONS

- PAYMENT:** You agree to make all payments when they are due. Accepting a late payment or late charge does not change your payment due date. You may prepay your debt without penalty. This is a simple interest contract. Your final payment may be larger or smaller, depending on whether you make payments late or early. Your payment will be applied first to the earned and unpaid part of the Finance Charge, then to the unpaid Amount Financed and then to any other amounts due. The Finance Charge is earned by applying the Annual Percentage Rate divided by 365 to the unpaid Amount Financed for the number of days outstanding.
- SECURITY AGREEMENT:** You give us a security interest in the Vehicle and all parts or other goods put on the Vehicle; all money or goods received for the Vehicle; and all insurance policies and service contracts financed by you in this contract, and any rebate or refunds which relate to those policies or contracts. This secures payment of all amounts you owe in this contract.
- USE OF VEHICLE:** You agree to maintain the Vehicle in good condition and obey all laws; keep the Vehicle free from the claims of others; and obtain our written consent prior to transferring your equity in the Vehicle, subleasing or renting the Vehicle, or taking the Vehicle outside the United States for more than thirty (30) days.
- WARRANTIES:** If the Vehicle is for personal use and we, or the Vehicle's manufacturer, extend a written warranty or service contract covering the Vehicle within 90 days from the date of the contract, you get implied warranties of merchantability and fitness for a particular purpose covering the Vehicle. Otherwise, you agree that there are no such implied warranties.
- INSURANCE:** You must insure yourself and us against loss or damage to the Vehicle and provide us proof of that insurance. We must approve the type and amount of insurance. Whether or not the Vehicle is insured, you must pay for it if it is lost, damaged or destroyed. You agree that we may endorse your name upon any check or draft representing payment made by an insurance company for a loss related to the Vehicle.
- DEFAULT:** You will be in default if you do not make a payment when it is due; you do not keep any promise in this contract; you file a bankruptcy petition or one is filed against you; your Vehicle is seized by any local, state or federal authority; you provided information on the credit application which was not true and accurate; or you breach any promise, representation or warranty you have made in this contract.

If we repossess your Vehicle, we may:

Require you to pay the unpaid Amount Financed, the earned and unpaid part of the Finance Charge and all other amounts due; sue you to collect the amount you owe; without the use of force or other breach of

the peace, enter the premises where the Vehicle may be, and lawfully repossess (take back) the Vehicle including equipment or accessories; take goods found in the Vehicle and hold them for you for thirty (30) days, and if you do not claim the goods during that period, we can dispose of them and have no liability to you; and cancel any Credit Life, Credit Disability, Guaranteed Automobile Protection Coverage, Extended Warranty or other optional insurance financed by you under this contract, and apply the refunded premium to your outstanding balance.

If we repossess the Vehicle, we will send you a notice. It will state that you may redeem the Vehicle and the amount needed to redeem. You may redeem the Vehicle until we sell it. The money from the sale, less allowed expenses, will be applied to the amount you owe. If there is any money left, we will pay it to you. If the money from the sale is not enough, you will pay what is still owed to us plus interest. If you bought the Vehicle for personal, family or household use and the total amount of credit was \$5,100 or less, you will not be liable for any deficiency. Allowed expenses are those which we are entitled to by law in any lawful activity to obtain possession of, recondition, and dispose of the Vehicle after default. If you default, and we hire an attorney who is not one of our salaried employees to collect what you owe, you agree to pay reasonable attorney's fees, not to exceed fifteen percent (15%) of the unpaid balance of this contract and court costs.

- ASSIGNMENT:** You understand that this contract will be assigned to Assignee. Assignee will acquire all of our interest in this contract and in the Vehicle including the right to receive all payments.
- GENERAL:** Notice to you is sufficient if mailed to your last address known by us. If the law does not allow a part of this contract, that part will be void. The remaining parts will be enforceable. If there is more than one Buyer, their obligation shall be joint and several. Any delay or omission by us in enforcing our rights shall not act as a waiver.
- DEFERRED PAYMENTS:** Any change in this contract must be in writing and signed by all the parties, however, if permitted by law, extensions, deferrals and due date changes may be agreed to orally by you and us, and we will send you a written confirmation of our agreement. Interest will continue to accrue until the next payment is received. Any deferral would not extend any purchased insurance coverage you have.
- GOVERNING LAW:** This contract shall be governed by the laws of the State of Minnesota except, if the Vehicle is repossessed, then the law of the state where the Vehicle is repossessed will govern the repossession. Repossession effected through legal process will be governed by the laws of the state in which such process is brought.

NOTICE: THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

The preceding NOTICE applies if the Vehicle is a used vehicle as shown on the front of this contract and if this contract is a contract of sale under the FTC Used Motor Vehicle Trade Regulation Rule.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies to goods or services obtained primarily for personal, family or household use.

ARBITRATION CLAUSE

IMPORTANT ARBITRATION DISCLOSURES

The following Arbitration Clause significantly affects your rights in any dispute with us. Please read these disclosures and the Arbitration Clause carefully before you sign this contract.

- If either of us chooses, any dispute between us will be decided by arbitration and not in court.
- If a dispute is arbitrated, each of us will give up our right to a trial by the court or a jury trial.
- If a dispute is arbitrated, you will give up your right to participate as a class representative or class member on any class claim you may have against us.
- The information that can be obtained in discovery from each other in an arbitration is generally more limited than in a lawsuit.
- Other rights that each of us would have in court may not be available in arbitration.
- Even if a dispute is arbitrated, your vehicle may still be repossessed if you do not honor your contract and either of us may seek provisional remedies from a court.

Any claim or dispute, whether in contract, tort or otherwise (including the interpretation and scope of this clause and the arbitrability of any issue), between you and us or our employees, agents, successors or assigns, which arise out of or relate to this contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract) shall, at your or our election (or the election of any such third party), be resolved by a neutral, binding arbitration and not by a court action. Any claim or dispute is to be arbitrated on an individual basis and not as a class action. Whoever first demands arbitration may choose the applicable rules of the American Arbitration Association ("AAA"), which may be obtained by calling 1-800-778-7879, or the applicable rules of J.A.M.S./Endispute, which may be obtained by calling 1-800-448-1660.

Whichever rules are chosen, the arbitrators shall be attorneys or retired judges and shall be selected in accordance with the applicable rules. The arbitration award shall be in writing, but without a supporting opinion. The arbitration hearing shall be conducted in the federal district in which you reside. If you demand arbitration first, you will pay one half of any arbitration filing fee. We will pay the rest of the filing fee, and the whole filing fee if we demand arbitration first. We will pay the arbitration costs and fees for the first day of arbitration: up to a maximum of eight hours. The arbitrator shall decide who shall pay any additional costs and fees.

This contract evidences a transaction involving interstate commerce. Any arbitration under this Arbitration Clause shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et. seq.).

Notwithstanding this provision, both you and we retain the right to exercise self-help remedies and to seek provisional remedies from a court. Neither you nor we waive the right to arbitrate by exercising self-help remedies, filing suit, or seeking or obtaining provisional remedies from a court. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

ASSIGNMENT

In return for purchase of this Contract, the Seller sells to Assignee: the entire interest in this Contract; and authorizes Assignee to collect and discharge obligations of the Contract and its assignment.

Seller represents and warrants to Assignee that: (a) this Contract arose out of the sale of the disclosed Vehicle; (b) this Contract is legally enforceable against the Buyer; (c) the Buyer has the capacity to contract and paid the downpayment; (d) the Buyer is purchasing the Vehicle for the Buyer's use; (e) the Contract contains an accurate representation of statements made by the Buyer; there is no inaccuracy or misrepresentation in any statement made by or on behalf of the Buyer, including those in the credit application, furnished to Assignee by Seller; (f) all disclosures required by law were made to the Buyer before signing the Contract; (g) no material fact relating to the Vehicle was misrepresented; (h) all insurance documentation will be delivered by the Buyer within legal time limits; (i) there is no fact which invalidates or reduces the value of the Contract; (j) Buyer obtained Physical Damage insurance on the Vehicle per Assignee's requirements; (k) Assignee has a first lien on the Vehicle title; (l) title will be applied for within 10 days of the delivery of the Vehicle; (m) any co-buyers were provided notices required by law; (n) Seller will perform all warranty work that was agreed to with Buyer; and (o) the Seller is licensed as required by law.

Should any of the above representations and warranties prove to be false or incorrect in any respect, and without regard to Seller's knowledge or lack of knowledge, or Assignee's reliance, Seller unconditionally, and with waiver of all defenses, agrees to pay to Assignee immediately on demand the full unpaid balance of this Contract, in principal, interest, costs, expenses, and attorney's fees. Seller further agrees under all circumstances to indemnify, and to save and to hold Assignee, and its parent and affiliates, and its and their officers, employees, agents and attorneys, harmless from any and all liability, costs, and expense (including without limitation, reimbursement of attorney's fees and court costs), resulting from the assertion of any claim, counter-claim, defense, or recoupment by Buyer with respect to the Vehicle, the purchase of the Vehicle, the compliance, content, completion and execution of this Contract, or in any way related thereto.

Seller agrees to the initialed paragraph below. If none are initialed, the assignment is made on a "Full Repurchase Obligation" basis.

____ Without Recourse or Payment Obligation, except in the circumstances noted above.

____ Full Payment Obligation - Should Buyer default under this Contract at any time, Seller unconditionally, and with waiver of all defenses, agrees to pay to Assignee immediately on demand the full unpaid balance owing under this Contract, in principal, interest, costs, expenses, and attorney's fees.

____ Limited Payment Obligation - Should Buyer default under this Contract at any time, Seller unconditionally, and with waiver of all defenses and rights of subrogation, agrees to pay Assignee immediately on demand the unpaid principal balance then owed under this Contract up to a maximum of \$ _____, together with all interest, costs, expenses, and attorney's fees that may then be owed by Buyer.

____ Full Repurchase Obligation - Should Buyer default under this Contract at any time and Assignee obtains possession of the Vehicle by any means, Seller unconditionally, and with waiver of all defenses, agrees to purchase the Vehicle from Assignee at private sale for an amount equal to the full unpaid balance then owed under this Contract, in principal, interest, costs, expenses, and attorney's fees.

____ Limited Repurchase Obligation - Should Buyer default under this Contract during the first _____ months of the Contract term, and Assignee obtains possession of the Vehicle by any means, Seller unconditionally, and with waiver of all defenses, agrees to purchase the Vehicle from Assignee at private sale for an amount equal to the then unpaid balance under the Contract, in principal, interest, costs, expenses and attorney's fees.

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

100806 3440

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

SCHLINSOG DONALD MARK
8655-A QUARRY RIDGE LN
WOODBURY MN 55125

*

GBX017

00 Year	CHRY Make	CVSJX Model	F0960N441 Title NR.
3C3EL45H7YT230169 VIN		03/16/01 Security Date	NO Rebuilt

1ST SECURED PARTY

LIEN HOLDER

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

CHRYSLER FINANCIAL CO LLC
1650 W 82ND ST #1150
BLOOMINGTON MN 55431-1477

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

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In Re:

Donald Mark Schlinsog,

Debtor.

VERIFICATION

I, JOSEPH M. QUIGLEY, an employee of DaimlerChrysler Services North America, L.L.C. named in the foregoing Objection to Confirmation, declare under penalty of perjury that the foregoing is true and correct according to the best of my knowledge, information and belief.

DATED: 10/13, 2004.

SIGNED: Joseph M. Quigley

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

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In re:

Donald Mark Schlinsog,

Debtor.

ORDER

This matter came before this Court for confirmation of the Chapter 13 plan of reorganization of Debtor. Appearances were noted in the record. Based upon all the files and records, the Court makes this Order pursuant to the Federal Rules of Bankruptcy Procedure.

IT IS HEREBY ORDERED, That confirmation of the Chapter 13 plan of Debtor is denied.

Dated: _____

Gregory F. Kishel
United States Bankruptcy Judge