

UNITED STATES BANKRUPTCY COURT  
DISTRICT DISTRICT OF MINNESOTA

RECEIVED  
Chapter 7 Case

In re:  
Sara Jo Brown,  
Debtor(s)

2004 JUL 30 11:39:39  
Bky. No. 04-50785-RJK

AGREEMENT TO REAFFIRM DEBT

U.S. BANKRUPTCY COURT  
DULUTH, MN

It is hereby declared by the attorney for the Debtor(s) and it is hereby stipulated and agreed by the Debtor(s) whose name(s) is signed below and the Creditor named below as follows:

1. The Debtor(s) has filed a petition in this Court and is indebted to the Creditor based upon that certain retail installment contract dated May 20, 2002. Such indebtedness is commonly referred to by the Debtor(s) and Creditor as Account No. 7940718. The Creditor also has a valid and perfected security interest in the following personal property (the "Property") with the following agreed value:

<u>Description</u>	<u>Value</u>
21705 Edwards Drive, Ironton, MN 56455	\$19,972.30

2. The Property is exempt or has been abandoned by the Trustee. The Debtor(s) needs the Property for personal, family or household purposes or in order to produce income. The Debtor(s) desires to retain the Property and represents that payment of the agreed value as of the date the petition was filed is in the best interest of the Debtor(s) and will not impose an undue hardship on the Debtor(s) or any dependent of the Debtor(s). The Creditor is entitled to possession of the Property under the terms of its security agreement except for the automatic stay and is willing to permit the Debtor(s) to retain the Property upon the conditions set forth in this Reaffirmation Agreement.

3. The Debtor(s) agrees to pay Creditor the sum of \$19,972.30, plus interest thereon at the rate of 7.75% per annum computed from July 9, 2004, as follows:

- payment of \$185.00 on July 23, 2004, and
- payment of \$ \_\_\_\_\_ on \_\_\_\_\_, and
- in monthly installments of \$ \_\_\_\_\_ commencing on \_\_\_\_\_ and continuing on the same day of each succeeding month.

4. Creditor agrees that Debtor(s) may continue to use and possess the Property if Debtor(s) makes the payments set forth in Paragraph 3 above at the required time. Except to the extent modified by this Reaffirmation Agreement, the security agreement covering the Property shall remain in full force and effect until the total amount payable set forth in Paragraph 3 above has been paid. Default under this Reaffirmation Agreement entitles the Creditor to exercise the remedies provided for in the security agreement. Full payment under this Reaffirmation Agreement entitles the Debtor(s) to release of the security agreement. This Reaffirmation Agreement is made pursuant to and subject to applicable local rules and shall be effective upon filing with the clerk of this Court. If this Reaffirmation Agreement is rescinded by the Debtor(s) under Paragraph 5 below, the Creditor shall retain all payments made by the Debtor(s) prior to such rescission as payment for the use of the Property and the Debtor(s) shall forthwith surrender the Property to the Creditor. The attorney for the Debtor(s) declares that the attorney has represented the Debtor(s) during the course of negotiating this Reaffirmation Agreement and that the Reaffirmation Agreement represents a fully-informed and voluntary agreement by the Debtor(s) and does not impose an undue hardship on the Debtor(s) or dependent of the Debtor(s).

5. THE DEBTOR(S) IS NOT LEGALLY REQUIRED TO ENTER THIS REAFFIRMATION AGREEMENT, WHETHER UNDER BANKRUPTCY LAW, NONBANKRUPTCY LAW, OR UNDER ANY REAFFIRMATION AGREEMENT NOT IN ACCORDANCE WITH SECTION 524(c) OF THE UNITED STATES BANKRUPTCY CODE.

6. NOTICE TO THE DEBTOR(S): THE DEBTOR(S) MAY RESCIND THIS REAFFIRMATION AGREEMENT AT ANY TIME PRIOR TO DISCHARGE OR WITHIN SIXTY (60) DAYS AFTER THE FILING OF THIS REAFFIRMATION AGREEMENT, WHICHEVER OCCURS LATER, BY GIVING NOTICE OF RESCISSION TO THE CREDITOR UNDER SECTION 524(c)(4) OF THE UNITED STATES BANKRUPTCY CODE.

Dated: 07-18-04

DEBTOR: Sara J. Brown

Dated: \_\_\_\_\_

DEBTOR: \_\_\_\_\_

Dated: 7-26-04

CREDITOR: Wells Fargo Bank, N.A.

Wells Fargo Bank, N.A.  
7000 Vista Drive  
MAC# N8235-049  
West Des Moines, IA 50266

By Maaron Bryant  
Its Collection Officer

**DECLARATION OF ATTORNEY FOR DEBTOR(S)**

I, Pro Se, the attorney for the Debtor(s) in the above-captioned bankruptcy proceeding, declare that I represented the Debtor(s) during the negotiation of the foregoing Reaffirmation Agreement and that said Reaffirmation Agreement represents a fully-informed and voluntary agreement by the Debtor(s) and that the Reaffirmation Agreement does not impose an undue hardship on the Debtor(s) or a dependent of the Debtor(s). I have fully advised the Debtor(s) of the legal effect and consequences of this Reaffirmation Agreement and any default under this Reaffirmation Agreement.

Attorney for Debtor(s)

Dated: 07-18-04 <sup>sb.</sup>

\_\_\_\_\_  
Pro Se



**Lines & Loans Collections - Bankruptcy Unit**

7000 Vista Drive

MAC# N8235-049

West Des Moines, IA 50266

(800) 241-0039

Fax: (515) 221-6379

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July 26, 2004

Clerk of Bankruptcy Court  
416 US Courthouse 515 W 1st St  
Duluth, Minnesota 55802-

Re: *In re Sara Jo Brown*  
Bky. No. 04-50785-RJK  
Our Acct. No. 7940718

Dear Clerk of Court:

Enclosed herewith for filing in the above case, please find a Reaffirmation Agreement filed on behalf of Wells Fargo Bank, N.A.. Please return a file-stamped copy of the Reaffirmation Agreement in the enclosed self-addressed stamped envelope. Thank you for your cooperation.

Yours very truly,

**Wells Fargo Bank, N.A.**

By

Sharon Bryant  
Extension 8455

Encl.

cc: Pro Se

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UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA

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Bankruptcy Proceeding No.: 4-50785  
Chapter No.: 7  
Judge: ROBERT KRESSEL

In re: SARA JO BROWN

Debtor(s)  
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PLEASE TAKE NOTICE that a hearing will be held

at U S BANKRUPTCY COURT  
U S COURTHOUSE RM 416 COURTROOM 2  
515 W 1ST ST  
DULUTH, MN

on 10/25/04 at 10:30

to consider and act upon the following:

Reaffirmation Agreement Between Debtor and Creditor WELLS  
FARGO BANK NA. Property: 21705 EDWARDS DR, IRONTON, MN

Dated: 7/30/04

Lori Vosejka  
Acting Clerk, U. S. Bankruptcy Court

BY: Sherri L. Schrecengost  
Deputy Clerk

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA

I, Sherri Schrecengost, hereby certify:

That I am a Deputy Clerk for the United States Bankruptcy Court for the Fifth Division of the District of Minnesota at Duluth, and that on July 30, 2004, correct copies of the annexed:

NOTICE OF HEARING

placed by me in individual official envelopes, postage prepaid; that said envelopes were addressed individually to each of the person(s), corporations, and firms at their last known addresses, were sealed and on the day aforesaid were placed in the United States mails at Duluth, Minnesota, to:

UNITED STATES TRUSTEE  
1015 U S COURTHOUSE  
300 S FOURTH ST  
MINNEAPOLIS MN 55415

DORRAINE LARISON  
1010 W ST GERMAIN RM 600  
ST CLOUD MN 56301

SARA JO BROWN  
21705 EDWARDS DR  
IRONTON MN 56455

WELLS FARGO PERSONAL CREDIT  
PO BOX 10438  
DES MOINES IA 50306-9541

and this certificate is made by me.

/S/ Sherri Schrecengost  
Deputy Clerk

Filed on <u>7/30/04</u> Lori Vosejka, Acting Clerk By <u>SLS</u> Deputy Clerk
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