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In Re:  
Larry P Corbin  
and Lori E Corbin,

Debtors,

Case No. 03-45090

Chapter 13 Case

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**NOTICE OF HEARING AND MOTION FOR RELIEF FROM THE STAY**

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

1. Wells Fargo Bank, N.A. successor in interest to Marquette Bank, N.A. moves the Court for the relief requested below and gives notice of hearing.
2. The Court will hold a hearing on this motion on November 4, 2004 at 2:00 PM o'clock, in Courtroom No. 8 West, at the United States Courthouse, 300 South Fourth St, Minneapolis, MN.
3. Any response to this motion must be filed and delivered not later than November 1, 2004, which is three days before the time set for the hearing (excluding Saturdays, Sundays, and holidays), or filed and served by mail not later than October 26, 2004, which is seven days before the time set for the hearing (excluding Saturdays, Sundays and holidays). **UNLESS A RESPONSE OPPOSING THE MOTION IS TIMELY FILED, THE COURT MAY GRANT THE MOTION WITHOUT A HEARING.**
4. This Court has jurisdiction over this motion pursuant to 28 U.S.C. §§157 and 1334, Fed. R. Bankr. P. 5005 and Local Rule 1070-1. This proceeding is a core proceeding. The petition commencing this case was filed on July 17, 2003. The case is now pending in this court.
5. This motion arises under 11 U.S.C. §362(d) and Fed. R. Bankr. P. 4001. This motion is filed under Fed. R. Bankr. P. 9014 and Local Rules 9006-1, 9013-1 through 9013-3, and 9017-1. Movant seeks relief from the automatic stay in §362(a) to foreclose its lien against the 2000 Chevrolet Blazer V6 4D LS 4WD Tailgate vehicle (the collateral), and requests the court permit Movant to immediately enforce the order requested, lifting the 10 day stay imposed by Rule

4001(a)(3).

6. Movant requests relief from the stay for cause under §362(d)(1). Debtors are delinquent under the terms of the original contract with Movant and under the Chapter 13 Plan.
7. Movant gives notice that it may, if necessary, call the person who signed the verification to this motion, or some other representative of Movant, from Movant's offices in Minnesota, to testify regarding the debt and value.
8. This notice of motion and motion also serve as notice of default required by Cobb v. Midwest Recovery Bureau Co., 295 N.W.2d 232 (Minn.1980). If the default is not cured before the hearing, Movant will repossess the property promptly upon the Court signing the Order.
9. A separate Memorandum of Fact and Law is attached hereto and made a part hereof.

**WHEREFORE**, Wells Fargo Bank, N.A. successor in interest to Marquette Bank, N.A. moves the Court for an order modifying the automatic stay of §362(a) and the codebtor stay of §1301(a), if applicable, and such other relief as may be just and equitable.

Dated: October 5, 2004

**STEWART, ZLIMEN & JUNGERS, LTD.**

/e/ Linda Jeanne Jungers

Linda Jeanne Jungers, Atty ID #5303X

Attorneys for Movant

430 Oak Grove Street #200

Minneapolis, MN 55403

612-870-4100

This is a communication from a debt collector attempting to collect a debt. Any information obtained will be used for that purpose.

7103-12121

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

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

**CORBIN LARRY PAUL OR  
CORBIN LORI ELIZABETH  
13315 FAWN TRAIL  
ROGERS MN 55374**

GCF551

1ST SECURED PARTY

00 Year	CHEV Make	4WBZR Model	G0990N516 Title NR.
1GNDT13W4Y2366713 VIN	03/17/01 Security Date	NO Rebuilt	

**LIEN HOLDER**

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

**MARQUETTE BANK NA  
5620 BROOKLYN BLVD  
BROOKLYN CENTER MN 55429-3056**

58 

**EXHIBIT A**

TOTAL P.02

<b>RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT</b> No. _____ Date <b>03/17/01</b>	Seller <b>MILLER CHEVROLET, LLC.</b> <b>21150 JOHN MILLES DRIVE</b> <b>ROGERS MN 55374</b> "We" and "us" mean the Seller above, its successors and assigns.	Buyer <b>LARRY PAUL CORBIN</b> #1 <b>LORI ELIZABETH CORBIN</b> <b>13315 FAWN TRAIL</b> <b>ROGERS MN 55374</b> "You" and "your" mean each Buyer above, and guarantor, jointly and individually.
	7103-1212 UJS	

**SALE:** You agree to purchase from us, over time, the Motor Vehicle (Vehicle) and services described below. Your purchase is subject to the terms and conditions of this contract and security agreement (Contract). The Vehicle is sold in its present condition, together with the usual accessories and attachments.

Description of Motor Vehicle Purchased	Year <b>2000</b>	VIN <b>1GNDT13W4Y2366713</b>	Other: _____
	Make <b>CHEVROLET TRUCK</b>	ic. No./Year _____	
	Model <b>BLAZER LS</b>	<input type="checkbox"/> New <input checked="" type="checkbox"/> Used	

Description of Trade-In **1995 CHEVROLET BLAZER LT 1GNDT13W4S2151419**

**SECURITY:** To secure your payment and performance under the terms of this Contract, you give us a security interest in the Vehicle, all accessories, attachments, accessories, and equipment placed in or on the Vehicle, together called Property, and proceeds of the Property. You also assign to us and give us a security interest in proceeds and premium refunds of any insurance and service contracts purchased with this Contract.

**PROMISE TO PAY AND PAYMENT TERMS:** You promise to pay us the principal amount of \$ 22349.87, plus finance charges accruing on the unpaid balance at the rate of 7.93 % per year from today's date until paid in full. Finance charges accrue on a ACTUAL/365 day basis. You agree to pay this Contract according to the payment schedule and late charge provisions shown in the TRUTH IN LENDING DISCLOSURES. You also agree to pay any additional amounts according to the terms and conditions of this Contract.  
 **LOAN ADMINISTRATION FEE:** You agree to pay an additional, nonrefundable loan administration fee of \$25.00 that will be  paid in cash.  paid pro rata over the contract term.  withheld from the proceeds (if this fee is withheld from the proceeds, the amount is included in the principal sum).

**DOWN PAYMENT:** You also agree to pay, or apply to the Cash Price, on or before today's date, any cash, rebate and net trade-in value described in the ITEMIZATION OF AMOUNT FINANCED.  You agree to make deferred payments as part of the cash down payment as reflected in your Payment Schedule.

**TRUTH IN LENDING DISCLOSURES**

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL SALE PRICE
The cost of your credit as a yearly rate. <b>7.93 %</b>	The dollar amount the credit will cost you. <b>\$ 5870.53</b>	The amount of credit provided to you or on your behalf. <b>\$ 22349.87</b>	The amount you will have paid when you have made all scheduled payments. <b>\$ 28220.40</b>	The total cost of your purchase on credit, including your down payment of <b>\$ 2500.00</b> <b>\$ 30720.40</b>

**Payment Schedule:** Your payment schedule will be

Number of Payments	Amount of Payments	When Payments Are Due
<b>72</b>	<b>391.95</b> N/A	<b>MONTHLY BEGINNING 04/26/2001</b>

**EXHIBIT B**

**Security:** You are giving a security interest in the Motor Vehicle purchased.  
 **Late Charge:** If a payment is more than 10 days late, you will be charged \$5.00 OR 5% OF THE MONTHLY PAYMENT WHICHEVER IS GREATER.  This amount may increase so as to always be the highest amount allowed by law under Minn. Stat. § 47.59.

**Prepayment:** If you pay off this Contract early, you will not have to pay a penalty.  
 If you pay off this Contract early, you will not be entitled to a refund of part of the loan administration fee.  
**Contract Provisions:** You can see the terms of this Contract for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.

**CREDIT INSURANCE:** Credit life, credit disability (accident and health), and any other insurance coverage quoted below, are not required to obtain credit and we will not provide them unless you sign and agree to pay the additional premium. If you want such insurance, we will obtain it for you (if you qualify for coverage). We are quoting below ONLY the coverages you have chosen to purchase.

**Credit Life:** Insured \_\_\_\_\_  
 Single  Joint Prem. \$ N/A Term N/A  
**Credit Disability:** Insured \_\_\_\_\_  
 Single  Joint Prem. \$ N/A Term N/A

Your signature below means you want (only) the insurance coverage(s) quoted above. If none are quoted, you have declined any coverage we

**ITEMIZATION OF AMOUNT FINANCED**

Vehicle Price (incl. sales tax of \$ <u>825.37</u> )	\$ <u>22824.37</u>
Service Contract, Paid to: <u>AUTOGUARD ULTIMATE</u>	\$ <u>1595.00</u>
<b>Cash Price</b>	\$ <u>24419.37</u>
Manufacturer's Rebate	\$ _____
Cash Down Payment	\$ <u>N/A</u>
Deferred Down Payment	\$ <u>N/A</u>
a. Total Cash/Rebate Down	\$ <u>N/A</u>
b. Trade-In Allowance	\$ <u>9500.00</u>
c. Less: Amount owing	\$ <u>7000.00</u>
Paid to: <u>MARQUETTE</u>	
d. Net Trade-In (b. minus c.)	\$ <u>2500.00</u>
e. Net Cash/Trade-In (a. plus d.)	\$ _____
<b>Down Payment (a.; disclose as \$0 if no cash)</b>	\$ <u>2500.00</u>

72	391.95 N/A	MONTHLY BEGINNING 04/26/2001
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**Security:** You are giving a security interest in the Motor Vehicle purchased.  
 **Late Charge:** If a payment is more than 10 days late, you will be charged \$5.00 OR 5% OF THE MONTHLY PAYMENT WHICHEVER IS GREATER.  This amount may increase so as to always be the highest amount allowed by law under Minn. Stat. § 47.50.  
**Prepayment:** If you pay off this Contract early, you will not have to pay a penalty.  
 If you pay off this Contract early, you will not be entitled to a refund of part of the loan administration fee.  
**Contract Provisions:** You can see the terms of this Contract for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.

**CREDIT INSURANCE:** Credit life, credit disability (accident and health), and any other insurance coverage quoted below, are not required to obtain credit and we will not provide them unless you sign and agree to pay the additional premium. If you want such insurance, we will obtain it for you (if you qualify for coverage). We are quoting below ONLY the coverages you have chosen to purchase.

**Credit Life:** Insured \_\_\_\_\_  
 Single  Joint Prem. \$ N/A Term N/A  
**Credit Disability:** Insured \_\_\_\_\_  
 Single  Joint Prem. \$ N/A Term N/A

Your signature below means you want (only) the insurance coverage(s) quoted above. If none are quoted, you have declined any coverages we offered.

Buyer \_\_\_\_\_ d/a/b \_\_\_\_\_ Buyer \_\_\_\_\_ d/a/b \_\_\_\_\_

**PROPERTY INSURANCE:** You must insure the Property securing this Contract. You may purchase or provide the insurance through any insurance company reasonably acceptable to us. The collision coverage deductible may not exceed \$ 500.00. If you get insurance from or through us you will pay \$ \_\_\_\_\_ for \_\_\_\_\_ N/A of coverage.

This premium is calculated as follows:  
 % N/A Deductible, Collision Coverage \$ \_\_\_\_\_  
 % N/A Deductible, Comprehensive Cov. \$ \_\_\_\_\_  
 Fire-Theft and Combined Additional Coverage \$ \_\_\_\_\_  
 \_\_\_\_\_ \$ \_\_\_\_\_

Liability Insurance coverage for bodily injury and motor vehicle damage caused to others is not included in this Contract unless checked and indicated.

**MOTOR VEHICLE SERVICE CONTRACT:** With your purchase of the Vehicle, you agree to purchase a Motor Vehicle Service Contract to cover \_\_\_\_\_

This Service Contract will be in effect for \_\_\_\_\_  
48 MOS/90000 MI

**ASSIGNMENT:** This Contract and Security Agreement is assigned to MARQUETTE BANK DEALER FINANCE the Assignee, phone \_\_\_\_\_ . This assignment is made  under the terms of a separate agreement.  under the terms of the ASSIGNMENT BY SELLER on page 2.  This assignment is made with recourse.  
 Seller: By [Signature] Date \_\_\_\_\_

**ITEMIZATION OF AMOUNT FINANCED**

Vehicle Price (incl. sales tax of \$ <u>825.37</u> )	\$ <u>22924.37</u>
Service Contract, Paid to: <u>AUTOGUARD ULTIMATE</u>	\$ <u>1595.00</u>
<b>Cash Price</b>	\$ <u>24419.37</u>
Manufacturer's Rebate	\$ _____
Cash Down Payment	\$ <u>N/A</u>
Deferred Down Payment	\$ <u>N/A</u>
a. Total Cash/Rebate Down	\$ <u>N/A</u>
b. Trade-In Allowance	\$ <u>9500.00</u>
c. Less: Amount owing	\$ <u>7000.00</u>
Paid to: <u>MARQUETTE</u>	
d. Net Trade-In (b. minus c.)	\$ <u>2500.00</u>
e. Net Cash/Trade-In (a. plus d.)	\$ _____
Down Payment (e.; disclose as \$0 if negative)	\$ <u>2500.00</u>
<b>Unpaid Balance of Cash Price</b>	\$ <u>21919.37</u>
Paid to Public Officials - Filing Fees	\$ <u>206.50</u>
Insurance Premiums*	\$ <u>N/A</u>
Amount to Finance line e. (if e. is negative)	\$ _____
To: _____	\$ <u>N/A</u>
To: <u>DOCUMENT FEE</u>	\$ <u>25.00</u>
To: _____	\$ <u>N/A</u>
To: <u>AUTO THEFT</u>	\$ <u>199.00</u>
<b>Total Other Charges/Amounts Pd. to Others</b>	\$ <u>430.50</u>
Less: Prepaid Finance Charges	\$ <u>N/A</u>
<b>Amount Financed</b>	\$ <u>22349.87</u>

\*We may retain or receive a portion of this amount.

**NOTICE TO BUYER**

(1) Do not sign this agreement before you read it or if it contains any blank spaces. (2) You are entitled to a completely filled-in copy of this agreement. (3) Under the law, you have the right to pay off in advance the full amount due and under certain conditions to obtain a partial refund of the finance charge. (4) **IMPORTANT: THIS MAY BE A BINDING CONTRACT AND YOU MAY LOSE ANY DEPOSITS IF YOU DO NOT PERFORM ACCORDING TO ITS TERMS.**

**BY SIGNING BELOW BUYER AGREES TO THE TERMS ON PAGES 1 AND 2 OF THIS CONTRACT AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS CONTRACT.**

Buyer: [Signature] \_\_\_\_\_ 03/17/01  
 Signature \_\_\_\_\_ Date \_\_\_\_\_  
[Signature] \_\_\_\_\_ 03/17/01  
 Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Seller: By [Signature] \_\_\_\_\_ Bus. Mgr.  
 (page 1 of 2)

**Vehicle Retail Value Summary**  
**N.A.D.A Official Used Car Guide**  
**Wednesday, September 29, 2004**

**Guide Edition:** Midwest Used Car Guide - September 2004

**Vehicle Description:** 2000 CHEVROLET TRUCK  
BLAZER-V6 TAILGATE 4D LS 4WD

**VIN:** 1GNDDT13W4Y2366713      **Weight:** 4049  
**Stock #:**                                      **MSRP:** \$26,470

<b>N.A.D.A. Base Retail Value</b>	<b>\$11,225</b>
Mileage Value (N/A Miles):	N/A
Accessories Value:	\$0
<b>N.A.D.A Adjusted Retail Value</b>	<b>\$11,225</b>
Appraiser Adjustment Value	\$0
<b>Adjusted Vehicle Value</b>	<b>\$11,225</b>

**Accessories:**

**Appraiser Adjustments:**

**EXHIBIT C**

NADA assumes no responsibility or liability for any errors or omissions or  
any revisions or additions made by anyone on this report.  
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In Re:  
Larry P Corbin and Lori E Corbin,  
Debtors,

Case No. 03-45090  
Chapter 13 Case

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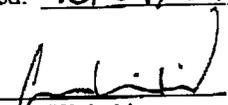
**VERIFICATION FOR MOTION FOR RELIEF FROM STAY**

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I, Shawna Kinkaid, a Collection Officer of Wells Fargo Bank, N.A. successor in interest to Marquette Bank, N.A., the Creditor herein, declare under penalty of perjury that the following is true and correct according to the best of my knowledge, information and belief, and based on the Creditor's business records:

1. I am legally competent to testify and am personally familiar with the debt owed by Debtor to the Creditor on account no. 504-383-7652718-9001.
2. The Debtor owes the Creditor \$11,608.19, payoff amount as of September 30, 2004, plus accrued unpaid interest thereon since that date. The monthly loan payment is \$391.95.
3. The Chapter 13 Plan provides for Creditor's claim to be paid directly by Debtors in accordance with the contract terms. As of September 30, 2004, the loan payments are in arrears \$916.50 for payments owing since August 26, 2004, including accrued unpaid late charges.
4. The debt owed to the Creditor is secured by a perfected lien on a 2000 Chevrolet Blazer V6 4D LS 4WD Tailgate vehicle. The current NADA published retail value of the collateral is \$11,225.00.
5. True and correct copies of the title documents are attached to the Motion as Exhibit "A". True and correct copies of the loan documents are attached as Exhibit "B".

Dated: 10/04/04

  
Shawna Kinkaid  
Wells Fargo Bank, N.A. successor in interest to Marquette  
Bank, N.A.  
Loss Recovery Center  
PO Box 7648, MAC# U1851-023  
Boise, ID 83707

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA

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In Re:  
Larry P Corbin  
and Lori E Corbin,

Debtors,

Case No. 03-45090

Chapter 13 Case

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**MEMORANDUM OF FACT AND LAW**

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Wells Fargo Bank, N.A. successor in interest to MarquetteBank, N.A. ("Movant") submits this Memorandum of Fact and Law in support of its motion for relief from the stay.

**FACTS**

Movant is the holder of a secured claim, and is thus a party in interest. Movant has a valid and perfected security interest in the collateral. The collateral is in Debtor's possession or control.

The total net balance due on the Contract is \$11,608.19 as of September 30, 2004. On information and belief, the collateral has an NADA retail value of \$11,225.00. NADA pages showing the collateral value are attached as Exhibit "C".

Debtors' Chapter 13 Plan has been filed with the Court. The terms of the Chapter 13 Plan requires direct payments to Movant in accordance with the Contract. Such payments are presently delinquent.

Movant's collateral is subject to depreciation in that the collateral is being used, subjecting the same to wear and tear, while Debtor is failing to make payments.

**ARGUMENT**

Pursuant to 11 U.S.C. §362(d)(1), a creditor is entitled to relief from the automatic stay "for cause, including the lack of adequate protection of an interest in property of such creditor." In this case, there is a lack of adequate protection as follows:

- Failure to make the payments required by the Contract since August 26, 2004.
- Failure to make payments due post petition under the Contract.

Movant has not been provided with adequate protection of Movant's interest in the collateral. Such circumstances constitute cause, within the meaning of §362(d)(1), justifying relief from the stay. See, United States Association of Texas v. Timbers of Inwood Association, Ltd. (In re Timbers of Inwood Association, Ltd.), 484 U.S. 365, 108 S.Ct. 626, 98 L.Ed. 2d 740 (1988); In re Reinbold v. Dewey County Bank, 942 F.2d 1304, 1306 (8th Cir. 1991). Pursuant to 11 U.S.C. §362(g), the burden is on the Debtor to prove adequate protection and/or absence of cause.

Bankruptcy Rule 4001(a)(3) imposes a stay of 10 days which the court may, in its discretion, order is not applicable so that Movant may immediately enforce and implement the order granting relief. Advisory Committee Notes to 1999 Amendments to Bankruptcy Rule 4001.

Dated: October 5, 2004

**STEWART, ZLIMEN & JUNGERS, LTD.**

/e/ Linda Jeanne Jungers

Linda Jeanne Jungers, Atty ID #5303X

Attorneys for Movant

430 Oak Grove Street #200

Minneapolis, MN 55403

612-870-4100

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA

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In Re:  
Larry P Corbin  
and Lori E Corbin,

Debtors,

Case No. 03-45090

Chapter 13 Case

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**UNSWORN CERTIFICATE OF SERVICE**

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I, Linda Jeanne Jungers, declare under penalty of perjury that on October 6, 2004, I mailed copies of the attached Notice of Hearing and Motion for Relief from the Stay with Exhibits, Verification, Memorandum of Fact and Law, Certificate of Service, and proposed Order, by first class mail postage prepaid to each entity named below at the address stated below for each entity.

Larry P Corbin  
13315 Fawn Trail  
Rogers, MN 55374

Lori E Corbin  
13315 Fawn Trail  
Rogers, MN 55374

Malin D Greenberg  
600 S Hwy 169 #1525  
Minneapolis, MN 55426

Jasmine Z. Keller  
Chapter 13 Trustee  
12 S. 6th St #310  
Minneapolis, MN 55402

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

Executed on: October 6, 2004

Signed: /e/Linda Jeanne Jungers  
Linda Jeanne Jungers  
STEWART, ZLIMEN & JUNGERS  
430 Oak Grove Street, #200  
Minneapolis, MN 55403

04-04102-0

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA

In Re:  
Larry P Corbin  
and Lori E Corbin,

Debtors,

Case No. 03-45090

Chapter 13 Case

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**ORDER FOR RELIEF FROM THE STAY**

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Wells Fargo Bank, N.A. successor in interest to Marquette Bank, N.A.'s Motion for an order granting relief from the stay came before the Court on November 4, 2004 at 2:00 PM o'clock.

Based on the arguments of counsel, all the files, records and proceedings herein, the court being advised in the premises, and the court's findings of fact and conclusions of law, if any, having been stated orally and read in open court following the close of evidence,

IT IS HEREBY ORDERED:

1. The automatic stay is modified to permit Wells Fargo Bank, N.A. successor in interest to Marquette Bank, N.A. to repossess and sell the 2000 Chevrolet Blazer V6 4D LS 4WD Tailgate vehicle, VIN 1GNDDT13W4Y2366713, in accordance with applicable state law.
2. Notwithstanding Federal Rule of Bankruptcy Procedure 4001(a)(3), this Order is effective immediately.

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

\_\_\_\_\_  
United States Bankruptcy Judge