

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re: Joseph Edward Flascher,

Debtor: Chapter 13 Case
Case No. BKY 04-41304-RJK.

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

TO: The Debtor, Debtor's Attorney, Chapter 13 Trustee, United States Trustee, and the other parties in interest specified in Local Rule 9013-3(a).

1. **Guaranty Residential Lending, Inc.** fka Temple-Inland Mortgage Corporation (**Movant**), a secured creditor of the Debtor herein, by its undersigned attorney, moves the Court for the relief requested below and gives notice of hearing herewith.

2. The Court will hold a hearing on this motion at 2:00 o'clock p.m., on October 7, 2004, before the Honorable Robert J. Kressel, in Courtroom 8 West, United States Courthouse, 300 South Fourth Street, Minneapolis, Minnesota, 55415, or as soon thereafter as counsel can be heard.

3. Any response to this motion must be filed and delivered not later than October 4, 2004, which is three (3) days before the time set for the hearing (excluding Saturdays, Sundays, and holidays), or filed and served by mail not later than September 28, 2004, which is seven (7) 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 RELIEF REQUESTED IN THE MOTION WITHOUT A HEARING.

4. This motion is filed pursuant to Bankruptcy Rule 4001 and Local Rule 9013-2 and Movant seeks relief from the automatic stay of 11 U.S.C. §362 with respect to certain real property owned by the Debtor and subject to Movant's first mortgage lien.

5. The Petition commencing this Chapter 13 Case was filed on March 12, 2004, and the case is now pending in this Court. This Court has jurisdiction over this motion pursuant to 28 U.S.C. §157(a), §1334, 11 U.S.C. §362(d), Bankruptcy Rule 5005, Local Rule 1070-1 and other applicable rules. This proceeding is a core proceeding.

6. By certain mortgage dated May 22, 1998, in the original principal amount of \$113,149.00 (**Mortgage**), Movant acquired a first mortgagee's interest in the following real property (**Property**):

Lot 3, Block 1, Kimmer Estates.

The Mortgage was filed for record in the office of the Registrar of Titles, in and for Hennepin

County, Minnesota, on July 13, 1998, as document number 3033210.

7. The terms of Debtor's confirmed Chapter 13 plan (**Plan**) require Debtor to make post-petition Mortgage payments directly to Movant when due. Debtor is delinquent with respect to post-petition Mortgage payments for the months of July 2004 through September 2004 in a total amount of \$3,552.57, including late charges. Movant has also incurred attorney's fees and costs in the bringing of this motion.

8. Debtor's Three (3) month delinquency under the terms of the Mortgage constitute cause, within the meaning of 11 U.S.C. §362(d)(1), entitling Movant to relief from the automatic stay. Movant does not have, and has not been offered, adequate protection of its interest in the Property.

WHEREFORE, Movant, by its undersigned attorney, moves the Court for an order modifying the automatic stay of 11 U.S.C. §362(a) so as to permit Movant to foreclose its Mortgage on the Property and for such other relief as the Court may deem to be just, fair and equitable.

Dated this 13th day of September, 2004.

PETERSON, FRAM AND BERGMAN

A Professional Association

BY: /e/ Michael T. Oberle
Michael T. Oberle, Atty. Reg. #130126
Attorneys for Movant
Suite 300, 50 East Fifth Street
St. Paul, Minnesota 55101-1197
Telephone: (651) 291-8955

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re: Joseph Edward Flascher,

Debtor: Chapter 13 Case
Case No. BKY 04-41304-RJK.

AFFIDAVIT IN SUPPORT OF
MOTION FOR RELIEF FROM STAY

STATE OF TEXAS)
) ss.
COUNTY OF TRAVIS)

I, LILIANA RAMIREZ, your affiant, being first duly sworn on oath, state as follows:

1. I am an employee of **Guaranty Residential Lending, Inc.** fka Temple-Inland Mortgage Corporation (**Movant**), and I have personal knowledge of the facts stated herein.
2. I make this Affidavit in support of a motion to lift, modify or condition the bankruptcy stay.

3. Debtor is the mortgagor on a mortgage dated May 22, 1998 which covers real property located in Hennepin County and legally described as follows:

Lot 3, Block 1, Kimmer Estates,

and which is commonly known as: 7417 Dupont Avenue North, Brooklyn Park, MN 55444. The mortgage was given to secure a promissory note. Copies of the note and the mortgage are attached hereto as Exhibit A and Exhibit B, respectively, and incorporated herein by this reference.

4. On or about March 12, 2004, Debtor filed a Petition under Chapter 13 of Title 11 U.S. Code in the United States Bankruptcy Court for the District of Minnesota.

5. Movant filed a Proof of Security Interest Claim with the Court on or about March 12, 2004.

6. Debtor's Chapter 13 Plan (**Plan**) provides that Debtor will maintain payments due during the pendency of this case and cure an existing default within a reasonable time.

7. Debtor has failed to make Three (3) payments, which were due during the pendency of this case, resulting in an arrearage of \$3,552.57, including late charges. Movant has also incurred attorney's fees and costs in the bringing of this motion.

8. I have read the Motion in this matter, and it is true to the best of my knowledge,
information and belief.

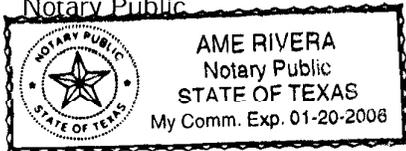
9. Further, I saith not.


LILIANA RAMIREZ

Subscribed and sworn to before me
this 8 day of September, 2004.



Notary Public



1156418

Multistate

NOTE

FHA Case No. 2717863852703

May 22, 1998
[Date]

7417 DUPONT AVENUE NORTH, BROOKLYN PARK, Minnesota 55444
[Property Address]

1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means Temple-Inland Mortgage Corporation

and its successors and assigns.

2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of

ONE HUNDRED THIRTEEN THOUSAND ONE HUNDRED FORTY NINE & 00/100 Dollars (U.S. \$ 113,149.00), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of SEVEN percent (7.000 %) per year until the full amount of principal has been paid.

3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

4. MANNER OF PAYMENT

(A) Time

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on July 1, 1998. Any principal and interest remaining on the first day of June 2028, will be due on that date, which is called the "Maturity Date."

(B) Place

Payment shall be made at 1300 S. Mopac Expressway, Austin, TX 78746-6947

by notice to Borrower.

or at such place as Lender may designate in writing

(C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. \$ 752.79. This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

(D) Allonge to this Note for payment adjustments

If an allonge providing for payment adjustments is executed by Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note. [Check applicable box]

- Graduated Payment Allonge Growing Equity Allonge Other [specify]

5. BORROWER'S RIGHT TO PREPAY

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that Borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

FHA Multistate Fixed Rate Note - 10/95

10713 -1R (9601)

VMP MORTGAGE FORMS - (800)521-7291



6. BORROWER'S FAILURE TO PAY

(A) Late Charge for Overdue Payments

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of **FOUR** percent (**4.00 %**) of the overdue amount of each payment.

(B) Default

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances regulations issued by the Secretary will limit Lender's rights to require immediate payment in full in the case of payment defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

(C) Payment of Costs and Expenses

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

7. WAIVERS

Borrower and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.

<u>Joseph E. Flascher</u> JOSEPH E FLASCHER	(Seal) -Borrower	_____	(Seal) -Borrower
_____	(Seal) -Borrower	_____	(Seal) -Borrower
_____	(Seal) -Borrower	_____	(Seal) -Borrower
_____	(Seal) -Borrower	_____	(Seal) -Borrower

JUL-30-01 MON 14:28

PETE N FRAM BE

FAX NO. 651 31753

P. 02

16
4505
5-1-2

261045 7/13/98 4PM 280

Registrar of Titles, Hennepin, MN
Date Filed: 07/13/1998 04:00 PM
As Doc #: 3033210.0
On CT #: 861045.0.

(Space Above This Line For Recording Data)

Old Republic Title
State of Minnesota
KT9805000 3
826 441

MORTGAGE

FHA Case No.
2711863852703

1156418

THIS MORTGAGE ("Security Instrument") is given on **MAY 22, 1998**
The Mortgagor is
JOSEPH E FLASCHER, A SINGLE PERSON

Henry Co art
UPR#18940
7/11/98
Paid \$271.68

("Borrower"). This Security Instrument is given to
Temple-Inland Mortgage Corporation
A Corporation

which is organized and existing under the laws of **NEVADA**
whose address is **1300 South Mopac Expressway, Austin, TX 78746**

and
("Lender"). Borrower owes Lender the principal sum of
ONE HUNDRED THIRTEEN THOUSAND ONE HUNDRED FORTY NINE & 00/100
Dollars (U.S. \$ **113,149.00**).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **June 1, 2028** and for interest at the yearly rate of **7.000** percent. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements

FHA Minnesota Mortgage - 4/96
M-4R(MN) (8702)

Page 1 of 8

Initials: **JEF**

VMP MORTGAGE FORMS - (808)521-7291



JUL-30-01 MON 14:27

PETER N. FRAM BE

FAX NO. 651 753

P. 03

under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to the Lender, with power of sale, the following described property located in Hennepin County, Minnesota:

LOT 3, BLOCK 1, KIMMER ESTATES, ACCORDING TO THE RECORDED PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE REGISTRAR OF TITLES IN AND FOR HENNEPIN COUNTY, MINNESOTA.

29 119 21 23 0106 which has the address of Minnesota 55444

7417 DUPONT AVENUE NORTH, BROOKLYN PARK (Zip Code) ("Property Address")

(Street, City)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. Monthly Payment of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 et seq. and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for anticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

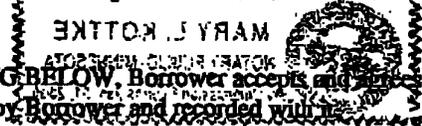
19. Release. Upon payment of all sums secured by this Security Instrument, Lender shall discharge this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

20. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

21. Interest on Advances. The interest rate on advances made by Lender under paragraph 7 shall not exceed the maximum rate allowed by applicable law.

22. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)].

- Condominium Rider
- Planned Unit Development Rider
- Growing Equity Rider
- Graduated Payment Rider
- Other [specify]



BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.
Witnesses:

	 _____ JOSEPH E. FLASCHER (Seal) -Borrower
	_____ (Seal) -Borrower
	_____ (Seal) -Borrower
	_____ (Seal) -Borrower
	_____ (Seal) -Borrower

STATE OF MINNESOTA,

Hennepin

County ss:

On this 22nd day of May, 1998, before me appeared

Joseph E. Flascher, a single person, to me personally known to be the person(s) described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

My Commission Expires:
(Seal)

Mary L. Koitke
Notary Public



This instrument was prepared by

Temple-Inland Mortgage Corporation
6465 Wayzata Blvd. Suite 990 Minneapolis, MN 55426

AFTER RECORDING RETURN TO:

Robin S. Coonts
TEMPLE-INLAND MORTGAGE CORPORATION
3001 Metro Drive, Suite 500
Bloomington, MN 55425

Prepared by, and
after recording return to:
TEMPLE-INLAND MORTGAGE CORPORATION
P.O. Box 2198
Austin, TX 78768-2198
Attn: Darla A. Petrick

Loan No: 1156418
Borrower: FLASCHER
7417 DUPONT AVENUE NORTH
BROOKLYN PARK, Minnesota 55444
AP#: 09 119 21 23 0106

ASSIGNMENT OF SECURITY INSTRUMENT

For Value Received, the undersigned holder of a Mortgage (herein "Assignor") whose address is 1300 S. Mopac Expressway Austin, TX 78746-6947, does hereby grant, sell, assign, transfer and convey, unto Government National Mortgage Association (herein "Assignee"), whose address is 1325 G Street, N.W., Suite 640 Washington, DC 20005, a certain Mortgage, dated May 22, 1998, made and executed by JOSEPH E FLASCHER A SINGLE PERSON

and in favor of Temple-Inland Mortgage Corporation upon the following described property situated Hennepin County, State of MINNESOTA

LOT 3, BLOCK 1, KIMMER ESTATES, ACCORDING TO THE RECORDED PLAT THEREON ON FILE AND OF RECORD IN THE OFFICE OF THE REGISTRAR OF TITLES IN AND FOR HENNEPIN COUNTY, MINNESOTA.

such Mortgage having been given to secure payment of 113,149.00 which Mortgage is recorded on in Book, Volume, or Liber No. of the Deed Records (or Registrar of Title) of Hennepin County, State of MINNESOTA, together with the note(s) and obligations therein described, the money due and to become due thereon with interest, and all rights accrued or to accrue under such Mortgage.

TO HAVE AND TO HOLD the same unto Assignee, its successor and assigns, forever, subject only to the terms and conditions of the above-described Mortgage.

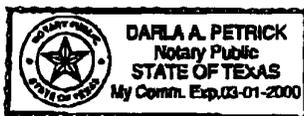
IN WITNESS WHEREOF, the undersigned Assignor has executed this Assignment of Mortgage on June 25, 1998



Temple-Inland Mortgage Corporation
By: *Kathy L. McCarby*
Kathy L. McCarby
Vice President

State of Texas
County of Travis

The foregoing instrument was acknowledged before me this day, June 25, 1998 by Kathy L. McCarby, Vice President of Temple-Inland Mortgage Corporation, a Nevada corporation, on behalf of the corporation.



Darla A. Petrick
Notary Public in and for the State of Texas
Darla A. Petrick

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re: Joseph Edward Flascher,

Debtor: Chapter 13 Case
Case No. BKY 04-41304-RJK.

MEMORANDUM OF LAW

Guaranty Residential Lending, Inc. fka Temple-Inland Mortgage Corporation (**Movant**) submits this memorandum of law in support of its motion for relief from the stay in the above-entitled matter.

FACTS

Movant holds a valid, duly perfected mortgage on certain real property owned by Debtor. Debtor's confirmed Chapter 13 Plan (**Plan**) requires Debtor to make post-petition mortgage payments directly to Movant, when due. Debtor is delinquent in respect to post-petition mortgage payments for the months of July 2004 through September 2004 in the amount of \$3,552.57.

ARGUMENT

Under §362(d)(1) of the Bankruptcy Code, relief from the automatic stay shall be granted upon request of a creditor "for cause, including the lack of adequate protection of an interest in property of such [creditor]." 11 U.S.C. §362(d)(1). Debtor has failed to make the payments required by the terms of the Plan. Such a failure constitutes cause for lifting

the automatic stay pursuant to 11 U.S.C. §362(d)(1). First Federal Savings and Loan Association of Minneapolis v. Whitebread, 18 B.R. 192 (Bkrtcy. D. Minn. 1982). Furthermore, debtor has otherwise failed to provide Movant with adequate protection of its interest in the property.

Such circumstances constitute cause, within the meaning of §362(d)(1), justifying relief from the stay. In Re Tainan, 48 B.R. 250 (Bkrtcy E.D. Pa. 1985); In Re Quinlan, 12 B.R. 516 (Bkrtcy. W.D. Wis. 1981).

Accordingly, Movant is entitled to an order terminating the stay of 11 U.S.C. §362(a) and authorizing it to foreclose its mortgage on the property.

Dated this 13th day of September, 2004.

PETERSON, FRAM AND BERGMAN
A Professional Association

BY: /e/ Michael T. Oberle
Michael T. Oberle
Atty. Reg. #130126

Attorneys for Movant
Suite 300, 50 East Fifth Street
St. Paul, Minnesota 55101
Telephone: (651) 291-8955

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In Re: Joseph Edward Flascher,

**Debtor: Chapter 13 Case
Case No. BKY 04-41304-RJK.**

**UNSWORN DECLARATION
FOR PROOF OF SERVICE**

I, Michael T. Oberle, employed by **PETERSON, FRAM AND BERGMAN, P.A.**, attorneys licensed to practice in this court, with an office at Suite 300, 50 East Fifth Street, St. Paul, MN, 55101, declare that on September 13, 2004 I served the annexed: a) Notice of Hearing and Motion for Relief from Stay, b) Affidavit in Support of Motion for Relief from Stay, c) Memorandum of Law, and d) proposed Order for Relief upon each of the parties listed below by mailing to each of them a copy of each thereof, enclosed in an envelope, first class postage prepaid, and by depositing same in the post office at St. Paul, Minnesota, directed to them at their last known addresses, as follows:

United States Trustee
300 S 4th St # 1015
Minneapolis MN 55415-1329

Joseph Edward Flascher
7417 Dupont Avenue North
Brooklyn Park, MN 55444

Jasmine Z. Keller
Chapter 13 Trustee
310 Plymouth Bldg.
12 S 6th Street
Minneapolis MN 55402

Curtis K. Walker, Esq.
4356 Nicollet Avenue South
Minneapolis, MN 55409

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

Signed: /e/ Michael T. Oberle

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re: Joseph Edward Flascher,

Debtor: Chapter 13 Case
Case No. BKY 04-41304-RJK.

ORDER FOR RELIEF FROM AUTOMATIC STAY

The above-entitled matter came before the Court on October 7, 2004, on the motion of Guaranty Residential Lending, Inc. fka Temple-Inland Mortgage Corporation (**Movant**) seeking relief from the automatic stay of 11 U.S.C. §362(a). Based upon the statements of counsel and all of the files, records and proceedings herein, the Court now finds that cause exists entitling Movant to the requested relief.

NOW, THEREFORE, IT IS HEREBY ORDERED that the automatic stay of 11 U.S.C. §362(a) is immediately terminated as to Movant; and, Movant, its successors or assigns, are hereby authorized to foreclose pursuant to Minnesota law that certain Mortgage dated May 22, 1998, filed for record in the office of the Registrar of Titles in and for Hennepin County, Minnesota, on July 13, 1998, and recorded as Document No. 3033210 and covering real property located in Hennepin County, Minnesota, which is legally described as follows:

Lot 3, Block 1, Kimmer Estates.

Notwithstanding Fed. R. Bankr. P. 4001(a)(3), this order is effective immediately.

Dated this ____ day of _____, 2004.

-

Robert J. Kressel
United States Bankruptcy Judge