
In Re:

Case No. 04-44063

David John Tvedt and Janet Mae Tvedt
Debtor(s)

Chapter 7 Case

NOTICE OF HEARING AND MOTION FOR RELIEF FROM THE STAY

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

1. Ford Motor Credit Company moves the Court for the relief requested below and gives notice of hearing.
2. The Court will hold a hearing on this motion on October 14, 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 October 8, 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 4, 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 July 21, 2004. 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 2003 FORD FOCUS WAGON 4D (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). Debtor is delinquent under the terms of the original contract with Movant. Movant requests relief under §362(d)(2). The Debtor has no equity in the collateral, and the collateral is not necessary to an effective reorganization.
7. Movant gives notice that it may, if necessary, call Jennifer Dean, or some other representative of Movant, from Movant's offices in Minnesota, to testify regarding the debt and collateral 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 collateral promptly upon the Court signing the Order.
9. A separate Memorandum of Fact and Law is attached hereto and made a part hereof.

WHEREFORE, Ford Motor Credit Company moves the Court for an order modifying the automatic stay of §362(a) of the Bankruptcy Code to permit Movant to take possession and dispose of the collateral, and such other relief as may be just and equitable.

Dated: September 23, 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.

MINNESOTA DEPARTMENT OF PUBL
DRIVER & VEHICLE SERVICES DIVIS
445 MINNESOTA ST., ST. PAUL, MN 55
CONFIRMATION OF LIEN PERFECTION - D

TVEDT DAVID JOHN
PO BOX 125 598 BEAVER TAIL RD
ASKOV MN 55704

St. Paul, MN

*

KNX403

1ST SECURED PARTY

LIEN HOLDER

03 Year	FORD Make	SWFST Model	K0370R637 Title NR.
1FAFP36353W155059 VIN		01/14/03 Security Date	NO Rebuilt

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

FMCC

PO BOX 105704

ATLANTA GA 30348-5704

EXHIBIT A

Buyer (and Co-Buyer) Name and Address (Including County and Zip Code)
 DAVID JOHN TVEDT
 PO BOX 125
 ASKOV MN 55704
 PLNE

CREDITOR (Seller Name and Address)
 TENVOORDE FORD, INC.
 P.O. BOX 1045
 ST. CLOUD, MN 56301

You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. The cash price is shown below as "Cash Price." The credit price is shown below as "Total Sale Price." By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract.

New/Used	Year and Make	Model	GVM # Truck (lbs.)	Vehicle Identification Number	Use For Which Purchased
NEW	2003 FORD	FOCUS		1FAPP36353W155059	<input type="checkbox"/> Personal <input checked="" type="checkbox"/> Commercial

Trade-In _____ \$ _____ N/A \$ _____ N/A
 Year and Make _____ Gross Allowance _____ Amount Owning _____

ITEMIZATION OF AMOUNT FINANCED

1. Cash Price INCLUDES DOC FEE OF 25.00 \$21595.47 (1)

2. Down Payment
 Third Party Rebate Assigned to Creditor \$ N/A
 Cash Down Payment \$ 1500.00
 Trade-In (description above) \$ N/A
 Total Down Payment \$ 1500.00 (2)

3. Unpaid Balance of Cash Price (1 minus 2) \$20095.47 (3)

4. Amounts Paid On Your Behalf (Seller may be retaining a portion of these amounts)
 To Public Officials
 (i) for license, title & registration fees \$ 245.00
 (ii) for filing fees \$ N/A
 (iii) for taxes (not in Cash Price) \$ N/A \$ 245.00
 To Insurance Companies for:
 Credit Life Insurance \$ N/A
 Credit Disability Insurance \$ N/A
 To _____ for _____ \$ N/A
 To _____ for _____ \$ N/A
 To _____ for _____ \$ N/A
 Total \$ 245.00 (4)

5. Amount Financed (3 plus 4) \$20340.47 (5)

INSURANCE

YOU MAY OBTAIN VEHICLE INSURANCE FROM A PERSON OF YOUR CHOICE.

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED.

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

Credit Life _____ Insurer _____
 \$ _____ N/A Premium Insured(s) _____
 Signature(s) _____

Disability _____ Insurer _____
 \$ _____ N/A Premium Insured _____
 Signature _____

N/A Other Optional Insurance _____ Term _____ N/A
 Insurer _____ Premium _____
 Signature _____

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
2.90 %	\$ 1543.33	\$ 20340.47	\$ 21883.80	\$ 23383.80

Payment Schedule Number of payments 59 Amount of Each payment \$ 364.73 When Payments are due monthly starting 18 FEB 03

Your payment schedule will be: final \$ 364.73

Prepayment: If you pay off your debt early, you will not have to pay a penalty.
 Security Interest: You are giving a security interest in the vehicle being purchased.
 Contract: Please see this contract for additional information on security interest, nonpayment, default, the right to require repayment of your debt in full before the scheduled date, and prepayment penalty.

Credit Life and Credit Disability Insurance are for the term of the contract. The amount and coverages are shown in a notice or agreement given to you today.

You are required to insure the vehicle. If a charge is shown below, the Creditor will try to buy the coverages checked for the term shown. Coverages will be based on the cash value of the vehicle at the time of loss, but not more than the limits of the policy.

Comprehensive N/A Deductible Collision
 Fire-Theft-Combined Additional Coverage
 Towing and Labor
 Term _____ Months (Estimate)
 Premium N/A

COMMERCIAL OR AGRICULTURAL USE CONTRACTS: If you purchased the vehicle for commercial or agricultural use, you must pay a late charge on the portion of each payment received more than 10 days late of 7.5 percent of the late amount or \$50.00, whichever is less.

Any change in this contract must be in writing and signed by you and the Creditor.

Buyer: *David Tvedt* Co-Buyer: _____
 Signs _____ Signs _____

YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE ARBITRATION PROVISION ON THE REVERSE SIDE OF THIS CONTRACT.

NOTICE TO THE BUYER

Do not sign this contract before you read it or if it contains any blank spaces. You are entitled to an exact copy of the contract you sign. Buyer (and Co-Buyer) acknowledge that (i) before signing this contract, Buyer (and Co-Buyer) received and reviewed a true and completely filled in copy of this contract and (ii) at the time of signing this contract, Buyer (and Co-Buyer) received a true and completely filled in copy of this contract, signed by both Buyer (and Co-Buyer) and the seller.

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

Buyer Signs: *David Tvedt* (Co) Buyer Signs: _____

By signing below, the Seller accepts this contract. If no other Assignee is named in a separate assignment attached to this contract, the Seller assigns it to Ford Motor Credit Company.

Seller: TENVOORDE FORD, INC. By *Mark Smith* Title: BUSINESS-MGR

EXHIBIT B

FC 1822-SI Aug 02 (Previous editions may NOT be used) SEE BACK FOR ADDITIONAL AGREEMENTS Program No. _____

QUESTIONS?



PLEASE CALL US AT 1-800-727-7000
 or
 Visit us at www.fordcredit.com
 02-001

ORIGINAL

Ford Motor Credit Company Preferred Payment Plan Enrollment Authorization

Step 1: Please print your name and account number/vehicle identification number as shown on your Ford Credit payment invoice/contract.

Step 2: Record bank/credit union name, address, account number, and routing number.

Step 3: Sign and date the authorization form.

Step 4: Please print the bank/credit union account owner's name on the line labeled "Bank/Credit Union Account Owner's Name" and supply that account owner's Social Security number.

Step 5: The bank/credit union account owner must sign and date the authorization form.

Step 6: Return the completed Ford Credit copy of the form with one voided check or savings deposit slip. Keep the other copy of the form for your records. Information contained on the check or savings deposit slip is used by Ford Credit and your bank/credit union to properly complete the enrollment process.

Questions? Give us a call 1-800-727-7000

Customer Name: *David Tvedt* Bank/Credit Union Account Owner's Name
 Ford Credit Account Number _____ Bank/Credit Union Number
 Bank/Credit Union Name: *NATIONAL BANK* Bank/Credit Union Account Owner's Social Security Number
 Bank/Credit Union Address _____ Bank/Credit Union Account Number _____
 Bank/Credit Union Routing Number: *041000010* Bank/Credit Union Account Owner's Signature
 Customer Signature: *David Tvedt* Date _____
 Date _____ Mail to: Ford Credit, P.O. Box 843000
 Omaha, NE 68154-9988

FC 1822-400

ADDITIONAL AGREEMENTS

A. Payments: You must make all payments when they are due. You may prepay your debt at any time without penalty. This is a simple interest contract. The actual finance charge you agree to pay will depend on your payment pattern. The actual finance charge may exceed the disclosed Finance Charge if you make your payments later than the scheduled dates or in less than the scheduled amount. Your payment will be applied first to the earned and unpaid part of the Finance Charge and then to the unpaid Amount Financed. The Finance Charge is earned by applying the Annual Percentage Rate to the unpaid Amount Financed for the actual time that the unpaid Amount Financed is outstanding.

B. Security Interest: You give the Creditor a security interest in:

- 1. The vehicle and all parts or other goods put on the vehicle;
2. All money or goods received for the vehicle; and
3. All insurance premiums and service contracts financed for you.

This secures payment of all amounts you owe under this contract. It also secures your other agreements in this contract.

C. Use of Vehicle - Warranties: You must take care of the vehicle and obey all laws in using it. You may not sell or rent the vehicle, and you must keep it free from the claims of others. You will not use or permit the use of the vehicle outside of the United States, except for up to 30 days in Canada or Mexico, without the prior written consent of the Creditor. If the vehicle is of a type normally used for personal use and the Creditor, or the vehicle's manufacturer, extends a written warranty or service contract covering the vehicle within 90 days from the date of this contract, you get implied warranties of merchantability and fitness for a particular purpose covering the vehicle. Otherwise, you understand and agree that there are no such implied warranties.

D. Insurance: You must insure yourself and the Creditor against loss or damage to the vehicle. The type and amount of insurance must be approved by the Creditor. If the Creditor obtains a refund on insurance or service contracts, the Creditor will subtract the refund from what you owe. Whether or not the vehicle is insured, you must pay for it if it is lost, damaged, or destroyed.

If a charge for vehicle insurance is shown on the front, the Creditor will try to buy the coverages checked for the term shown. The Creditor is not liable, though, if he cannot do so. If these coverages cost more than the amount shown for insurance, the Creditor may buy them for a shorter term or he may give you credit for the amount shown. If he cannot buy any insurance, he will give you credit for the amount shown. The credit will be made to the last payments due.

E. Late Payments: You must pay any cost paid by the Creditor to collect any late payment, as allowed by law. Acceptance of a late payment does not excuse your default or mean that you can keep making payments after they are due. The Creditor may take the steps set forth in this contract if there is any default.

F. Default: You will be in default if:

- 1. You do not make a payment when it is due, or
2. You gave false or misleading information on your credit application relating to this contract; or
3. Your vehicle is seized by any local, state, or federal authority and is not promptly and unconditionally returned to you; or
4. You file a bankruptcy petition or one is filed against you; or
5. You do not keep any other promise in this contract.

If you default, the Creditor may require you to pay at once the unpaid Amount Financed, the earned and unpaid part of the Finance Charge, and all other amounts due under this contract. He may repossess (take back) the vehicle, too. He may also take goods found in the vehicle when repossessed and hold them for you.

If the vehicle is taken back, he will send you a notice. The notice will say that you may redeem (buy back) the vehicle. It will also show the amount needed to redeem. You may redeem the vehicle up to the time the Creditor sells it or agrees to sell it. If you do not redeem the vehicle, it will be sold.

The money from the sale, less allowed expenses, will be used to pay the amount still owed on this contract. Allowed expenses include those paid as a direct result of having to retake the vehicle, hold it, prepare it for sale, and sell it. You must also pay attorney fees not to exceed 15% of the amount due and payable under the contract, and court costs payable by Ford Credit to obtain, hold, and sell the vehicle, collect amounts due and enforce Holder's rights under the contract. If there is any money left (a surplus), it will be paid to you. If the money from the sale is not enough to pay off this contract and costs, you will pay what is still owed to the Creditor, if allowed by law. If you do not pay this amount when the Creditor asks, the Creditor may charge you interest at the highest lawful rate until you pay.

G. Consumer Reports: You authorize Ford Motor Credit Company to obtain consumer credit reports from consumer reporting agencies (credit bureaus) for any reason and at any time in connection with this contract.

H. General: To contact Ford Motor Credit Company about this account, call 1-800-727-7000. Also, you may make address and other selected changes at www.fordcredit.com. Any change in this contract must be in writing and signed by you and the Creditor. The law of Minnesota applies to this contract. If that law does not allow all the agreements in this contract, the ones that are not allowed will be void. The rest of this contract will still be good.

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.

Used Motor Vehicle Buyers Guide. If you are buying a used vehicle with this contract, federal regulations may require a special Buyers Guide to be displayed on the window of the vehicle. 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.

*Does not apply if purchased for commercial or agricultural use. In that case, you (debtor) will not assert against any assignee or subsequent holder of this Contract any claims, defenses, or setoffs which you may have against the Seller or manufacturer of the vehicle.

GUARANTY

To cause the Seller to sell the vehicle described on the front of this contract to the Buyer, on credit, each person who signs below as a Guarantor guarantees the payment of this contract. This means that if the Buyer fails to pay any money that is owed on this contract, each one who signs as a guarantor will pay it when asked. Each person who signs below agrees that he will be liable for the whole amount owed even if one or more other persons also signs this Guaranty. He also agrees to be liable even if the Creditor does one or more of the following: (a) gives the Buyer more time to pay one or more payments, or (b) gives a release in full or in part to any of the other Guarantors, or (c) releases any security. Each Guarantor also states that he has received a completed copy of this contract and this Guaranty at the time of signing.

Guarantor _____ Address _____

Guarantor _____ Address _____

READ THIS ARBITRATION PROVISION CAREFULLY AND IN ITS ENTIRETY

ARBITRATION

Arbitration is a method of resolving any claim, dispute, or controversy (collectively, a "Claim") without filing a lawsuit in court. Either you or Creditor ("us" or "we") (each, a "Party") may choose at any time, including after a lawsuit is filed, to have any Claim related to this contract decided by arbitration. Such Claims include but are not limited to the following: 1) Claims in contract, tort, regulatory or otherwise; 2) Claims regarding the interpretation, scope, or validity of this clause, or arbitrability of any issue; 3) Claims between you and us, our employees, agents, successors, assignees, subsidiaries, or affiliates; 4) Claims arising out of or relating to your application for credit, this contract, or any resulting transaction or relationship, including that with the dealer, or any such relationship with third parties who do not sign this contract.

RIGHTS YOU AND WE AGREE TO GIVE UP

If either you or we choose to arbitrate a Claim, then you and we agree to waive the following rights:

- RIGHT TO A TRIAL, WHETHER BY A JUDGE OR JURY
• RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR A CLASS MEMBER IN ANY CLASS CLAIM YOU MAY HAVE AGAINST US WHETHER IN COURT OR IN ARBITRATION
• BROAD RIGHTS TO RECOVERY AS ARE AVAILABLE IN A LAWSUIT
• RIGHT TO APPEAL THE DECISION OF AN ARBITRATOR
• OTHER RIGHTS THAT ARE AVAILABLE IN A LAWSUIT

Rights You And We Do Not Give Up: If a Claim is arbitrated, you and we will continue to have the following rights, without waiving this arbitration provision as to any Claim: 1) Right to file bankruptcy in court; 2) Right to enforce the security interest in the vehicle, whether by repossession or through a court of law; 3) Right to take legal action to enforce the arbitrator's decision; and 4) Right to request that a court of law review whether the arbitrator exceeded its authority.

Either Party must contact any association below and the other Party to start arbitration. The applicable rules (the "Rules") may be obtained from the association.

- American Arbitration Association ("AAA"), at 1-800-778-7879, or www.adr.org;
• J.A.M.S./Endispute, at 1-800-448-1660, or www.jamsadr.com;
• National Arbitration Forum, at 1-800-474-2371, or www.arb-forum.com.

If there is a conflict between the Rules and this contract, this contract shall govern. This contract is subject to the Federal Arbitration Act (9 U.S.C. § 1 et seq.) and the Federal Rules of Evidence. The arbitration decision shall be in writing with a supporting opinion. We will pay your total reasonable arbitration fees and expenses (not including attorney fees, except where applicable law otherwise provides) in excess of \$125. We will pay the whole filing fee if we demand arbitration first. Any portion of this arbitration clause that is unenforceable shall be severed, and the remaining provisions shall be enforced.

PASSENGER CARS

Trade-In	BODY TYPE	Model No.	M.S.R.P.	Weight	Loan	Retail
						Deduct W/out Third Seat (Wagon)
2004 CROWN VICTORIA-V8						
Veh. Ident.: 2FA(J)P(Model)W(1)4X100001 Up. Mileage Class: III						
	Sedan 4D S	72	\$23740	4057		
	Sedan 4D	73	23620			
	Sedan 4D LX	74	26845			
	Sedan 4D LX Sport	74	29590			
	Sedan 4D S Extended	70	25760			
						Add Handling Package (Std. LX Sport)
						Add Aluminum/Alloy Wheels (Std. 74)
						Add Compact Disc Player (Std. 74)
						Add Leather Seats (Std. LX Sport)
						Add Power Sunroof
						Add Theft Recovery System
						Deduct W/out Cruise Control
						Deduct W/out Power Seat
2004 THUNDERBIRD-V8						
Veh. Ident.: 1FAHP60A(1)4Y100001 Up. Mileage Class: IV						
	Convertible 2D	60	\$36925	3780		
						Add Removable Hardtop
						Add Theft Recovery System
FORD						
2003 FOCUS-4 Cyl.						
Veh. Ident.: (1)FA(J)P(Model)(1)(3)(1)00001 Up. Mileage Class: I						
	8075 Hatchback 3D ZX3	31	\$12680	2593		7275 9875
	11975 Hatchback 3D SVT (6 Spd.)	39	18380	2750		10800 14225
	9425 Hatchback 5D ZX5	37	15385	2675		8500 11375
	11975 Hatchback 5D SVT (6 Spd.)	37	19085	2750		10800 14225
	7125 Sedan 4D LX	33	12990	2586		6425 8800
	8325 Sedan 4D SE	34	14660			7500 10150
	9300 Sedan 4D ZTS	38	15580			8375 11225
	9000 Wagon 4D SE	36	14325	2683		8100 10875
	10325 Wagon 4D ZTW	36	17355			9300 12350
						900 1000
						250 300
						275 325
						125 150
						175 200
						325 375
						125 150
						500 575
						175 200
						100 125
						125 150
						550 550
						475 475
2003 ZX2-4 Cyl.						
Veh. Ident.: 3FAFP113(1)3R100001 Up. Mileage Class: I						
	7250 Coupe 2D	11	\$12940	2478		6525 8925
						125 150
						175 200
						325 375

ADJUST FOR MILEAGE - ADJUST FOR CONDITION
MIDWEST EDITION - JULY 2004

PASSENGER CARS

Trade-In	BODY TYPE	Model No.	M.S.R.P.	Weight	Loan	Retail
						125 150
						500 575
						175 200
						100 125
						125 150
						550 550
						475 475
2003 MUSTANG-V6						
Veh. Ident.: 1FAFP(Model)4(1)3F100001 Up. Mileage Class: II						
	11175 Coupe 2D	40	\$17475	3066		10075 13375
	14150 Convertible 2D	44	23145	3208		12750 16600
2003 MUSTANG-V8-5/6 Spd./AT						
Veh. Ident.: 1FAFP(Model)(1)(1)3F100001 Up. Mileage Class: II						
	15900 Coupe 2D GT	42	\$23345			14325 18450
	20325 Coupe 2D MACH 1	42	28370			18300 23225
	23850 Coupe 2D Cobra	48	33125	3665		21475 27250
	24675 Coupe 2D Cobra 10th Anniv.	48	34620			22225 28125
	18675 Convertible 2D GT	45	27620			16825 21475
	26625 Convertible 2D Cobra	49	37370	3780		23975 30200
	27450 Convertible Cobra 10th Anniv.	49	38865			24725 31150
MUSTANG OPTIONS						
						250 300
						450 500
						300 350
						200 225
						100 125
						575 575
						200 200
2003 TAURUS-V6						
Veh. Ident.: 1FA(J)P(Model)(1)(3)(1)00001 Up. Mileage Class: II						
	8500 Sedan 4D LX	52	\$19180	3343		7650 10400
	9100 Sedan 4D SE	53	19695			8200 11125
	9800 Sedan 4D SES	55	21020			8825 11850
	11050 Sedan 4D SEL	56	22920	3322		9950 13250
	10400 Wagon 4D SE	58	21345	3514		9375 12550
	11950 Wagon 4D SEL	59	23170			10775 14200
						400 450
						300 350
						150 175
						450 500
						300 350
						200 225
						600 675
						100 125
						200 200
						250 250
2003 CROWN VICTORIA-V8						
Veh. Ident.: 2FA(J)P(Model)W(1)3X100001 Up. Mileage Class: III						
	11850 Sedan 4D S	72	\$23465			10675 14175
	12100 Sedan 4D	73	23990	4057		10900 14475
	13825 Sedan 4D LX	74	27075			12450 16300
	15600 Sedan 4D LX Sport	74	28795			14050 18200
	12875 Sedan 4D S Extended	70	25490			11600 15300

ADJUST FOR MILEAGE - ADJUST FOR CONDITION
MIDWEST EDITION - JULY 2004

EXHIBIT C

04-03103-0

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

Case No. 04-44063
Chapter 7 Case

In Re:
David John Tvedt and Janet Mae Tvedt
Debtor(s)

VERIFICATION FOR MOTION FOR RELIEF FROM STAY

I, Jennifer Dean, the Designated Agent for Ford Motor Credit Company, 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 number(s) 33863294.
2. The Debtor owes the Creditor \$14,776.24, payoff amount as of September 3, 2004, plus accrued unpaid interest thereon since that date. The monthly loan payment is \$364.73. As of September 3, 2004, the loan payments are in arrears \$364.73 for payments owing since August 18, 2004.
3. The debt owed to the Creditor is secured by a perfected lien on a 2003 FORD FOCUS WAGON 4D. The current value of the collateral is believed to be \$12,350.00.
4. The Statement of Intentions says Debtor will surrender the vehicle; Debtor has failed to do so.
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".
6. The Contract requires insurance be maintained by buyer to protect Creditor's interest in the collateral. No evidence of insurance has been provided since filing.

Dated: 9-17-04



Jennifer Dean
Ford Motor Credit Company
National Bankruptcy Svc Center
PO Box 537950
Livonia, MI 48153-7950

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:

Case No. 04-44063

David John Tvedt and Janet Mae Tvedt
Debtor(s)

Chapter 7 Case

MEMORANDUM OF FACT AND LAW

Ford Motor Credit Company ("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 the possession of the Debtor.

The total net balance due on the Contract is \$14,776.24 as of September 3, 2004. On information and belief, the collateral has a current NADA retail value of \$12,350.00. A copy of the NADA page(s) showing the value of the collateral is attached as Exhibit "C".

The Statement of Intentions says Debtor will surrender the vehicle; Debtor has failed to do so. 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. There has been a further material default; Debtor has failed to comply with the Contract provision requiring Debtor to supply Movant with evidence of collateral insurance.

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 18, 2004.
- Failure to make payments due post petition under the Contract.

- Failure to reaffirm, redeem or surrender the collateral.
- Failure to maintain physical damage insurance on the collateral.

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.

Pursuant to 11 U.S.C. §362(d)(2), relief from the automatic stay is also appropriate if the Debtor has no equity in the property and the property is not necessary to an effective reorganization. See, In re Gellert, 55 B.R. 970 (Bkrcty. D.N.H. 1983). In the present case, the balance due Movant on the Contract is \$14,776.24. It appears Debtor has no equity in the collateral. No evidentiary hearing is required on the issue of equity unless Debtors dispute it. Powers v. American Honda Finance Corp., 216 B.R. 95, 97 (N.D.N.Y. 1997). There is no reorganization proposed by the Debtor in this Chapter 7 case. Pursuant to 11 U.S.C. §362(g), the burden is on Debtor to establish that collateral is necessary for reorganization.

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: September 23, 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

In Re:

Case No. 04-44063

David John Tvedt and Janet Mae Tvedt
Debtor(s)

Chapter 7 Case

UNSWORN CERTIFICATE OF SERVICE

I, Linda Jeanne Jungers, declare under penalty of perjury that on September 24, 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.

David John Tvedt
11659 Raven St NW #104
Coon Rapids, MN 55433

Janet Mae Tvedt
11659 Raven St NW #104
Coon Rapids, MN 55433

Wayne G Nelson
NELSON LAW OFFICE
5500 Wayzata Blvd #1025
Minneapolis, MN 55416

Dwight R J Lindquist
Chapter 7 Trustee
1510 Rand Tower
527 Marquette Ave
Minneapolis, MN 55402

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

Executed on: September 24, 2004

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

04-03103-0

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:

Case No. 04-44063

David John Tvedt and Janet Mae Tvedt
Debtor(s)

Chapter 7 Case

ORDER FOR RELIEF FROM THE STAY

Ford Motor Credit Company's Motion for an order granting relief from the stay came before the Court on October 14, 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 Ford Motor Credit Company to repossess and sell the 2003 FORD FOCUS WAGON 4D, VIN 1FAFP36353W155059, 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