

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA**

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In Re:

**CHAPTER 7 CASE**

John August Hunt  
Jonathan Hunt  
ASF/OGT Trucking, Inc.  
SSN XXX-XX-6012  
Bonnie Lee Hunt  
Bonnie Lee Howland  
Bonnie Lee Ydstie  
ASF/OGT Trucking, Inc.  
SSN XXX-XX-3664

**CASE NO. 04-44198 RJK**

Debtor.

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

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

1. Bank of America, N.A. (hereinafter "Secured Creditor"), 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 on October 14, 2004, at 2:00 p.m., or as soon thereafter as counsel can be heard, before the Honorable Robert J. Kressel in Courtroom 8 West of the above entitled Court located at U.S. Courthouse, 300 South 4<sup>th</sup> Street, Minneapolis, Minnesota.

3. Any response to this motion must be filed and delivered not later than October 11, 2004, which is three days before the time set for the hearing (excluding Saturdays, Sundays and holidays), or served and filed by mail not later than October 5, 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, Federal Rule of Bankruptcy Procedure 5005 and Local Rule 1070-1. This proceeding is a core proceeding. The petition commencing this case was filed on July 28, 2004. The case is now pending in this Court.

5. This motion arises under 11 U.S.C. § 362 and Federal Rule of Bankruptcy Procedure 4001. This motion is filed under Federal Rule of Bankruptcy Procedure 9014 and Local Rules 9013-1 - 9019-1. Movant requests relief from the automatic stay with respect to property subject to a lien. Movant requests said relief be effective immediately notwithstanding Federal Rule of Bankruptcy Procedure 4001(a)(3).

6. Debtor is indebted to Secured Creditor in the original principal amount of \$102,000.00, as evidenced by that certain Promissory Note dated February 28, 2000, a copy of which is attached hereto as Exhibit "A", together with interest thereon.

7. Debtor's indebtedness is secured by a mortgage on real estate in which Debtor has an interest as evidenced by that certain mortgage deed dated February 28, 2000, executed by Bonnie L. Hunt and John A. Hunt, wife and husband, recorded June 13, 2000, as Document No. 7309246, a copy of which is attached hereto as Exhibit "B". The name and address of the original creditor is contained in the attached Exhibit "B". The property is located in Hennepin County, Minnesota and is legally described as follows to-wit:

Lot 10, Block 1, Red Fox Cove First Addition, Hennepin County, State of Minnesota.

Secured Creditor is now the holder of said mortgage and is entitled to enforce the terms thereof.

8. At all times material, Debtor was in default of the payments and performance of obligations to Secured Creditor.

9. Pursuant to 11 U.S.C. § 362(g) the burden is on Debtor to prove absence of cause and/or adequate protection. This Secured Creditor's interest in the property is not adequately protected where, as of September 23, 2004, Debtor is delinquent in the making of monthly payments for the months of August, 2004 through September, 2004, inclusive, in the amount of \$1,089.05 for the month of August, 2004 and \$973.54 for the month of September, 2004; accruing late charges of \$471.44 and attorneys fees and costs of \$700.00. Debtor has failed to make any offer of adequate protection.

10. Debtor has no equity in the property and the property is not necessary to an effective organization. The value of the property as scheduled by Debtor is \$183,300.00 subject to Secured Creditor's

mortgage in excess of \$100,204.22.

The property is also subject to another mortgage in favor of First Minnetonka City Bank in excess of \$104,785.46.

Since this is a liquidation case, no reorganization is being attempted.

11. Secured Creditor desires to protect its interest in the aforementioned property and requests the Court to vacate the stay of actions and allow foreclosure pursuant to Minnesota law.

12. Secured Creditor has incurred and will incur legal fees and costs to protect and enforce its rights in the subject property.

**WHEREFORE**, Secured Creditor, by its undersigned attorney, moves the Court for an order for judgment that the automatic stay provided by 11 U.S.C. § 362(a) be modified so to permit the movant to commence mortgage foreclosure proceedings under Minnesota law and for such other relief as may be just and equitable.

Dated this 23rd day of September, 2004.

**WILFORD & GESKE**

By /e/ James A. Geske

James A. Geske  
Attorneys for Secured Creditor  
7650 Currell Blvd., Ste 300  
Woodbury, MN 55125  
651-209-3300  
Attorney Reg. No. 14969X

THIS COMMUNICATION IS FROM A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

LOAN: 7850016539

# BALLOON NOTE

(Fixed Rate)

LMO LN#: 126716188

THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

FEBRUARY 28, 2000                      MAPLE GROVE                      MINNESOTA  
[Date]    [City]    [State]  
11841 RED FOX DRIVE, MAPLE GROVE, MINNESOTA 55369  
[Property Address]

### 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 102,000.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is

FIRSTAR BANK, N.A.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

### 2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 7.750%.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

### 3. PAYMENTS

#### (A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the FIRST day of each month beginning on

APRIL 1 2000 I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on MARCH 1, 2007, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 4801 FREDERICA STREET, OWASSBORO, KY 42301 or at a different place if required by the Note Holder.

#### (B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 738.75

### 4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

### 5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

### 6. BORROWER'S FAILURE TO PAY AS REQUIRED

#### (A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of

FIFTEEN calendar days after the date it is due, I will pay a late charge to the Note Holder.

The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

#### (B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

# EXHIBIT

# A



30

7309246

OFFICE OF COUNTY RECORDER  
HENRY H. WILFORD, MINNESOTA

GENERAL FIELD AND/OR  
ASSISTANT

00 JUN 13 AM 9: 01

7309246

CO. REC.

*RJ*

DEPUTY

[Space Above This Line For Recording Data]

Universal Title Box 537

06-57267841-

Horizon 06-7599

MORTGAGE

LOAN: # 7850016539

THIS MORTGAGE ("Security Instrument") is given on FEBRUARY 28, 2000  
The mortgagor is

BONNIE L HUNT AND JOHN A HUNT , WIFE AND HUSBAND

("Borrower"). This Security Instrument is given to

FIRSTAR BANK, N.A.

Harv Co NEXT  
RSR037007  
03/21/2000  
Paid \$244.80

which is organized and existing under the laws of THE UNITED STATES OF AMERICA , and whose  
address is 4801 FREDERICA STREET, OWENSBORO, KY 42301

("Lender"). Borrower owes Lender the principal sum of

ONE HUNDRED TWO THOUSAND AND NO/100

Dollars (U.S. \$ 102,000.00 ).

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  
MARCH 1, 2007 and for interest at the yearly rate of 7.750

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

MINNESOTA-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT

68(MN) (9702)

Form 3024 9/80  
Amended 5/91

Page 1 of 3

Initials: *BJL* *JAH.*

VMP MORTGAGE FORMS - (800)621-7291



EXHIBIT B

Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in **HENNEPIN** County, Minnesota:

LOT 10, BLOCK 1, RED FOX COVE FIRST ADDITION, HENNEPIN COUNTY, STATE OF MINNESOTA

which has the address of **11841 RED FOX DRIVE, MAPLE GROVE**  
Minnesota **55369** [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 seised 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.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an

The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees.

If Lender invokes the power of sale, Lender shall cause a copy of a notice of sale to be served upon any person in possession of the Property. Lender shall publish a notice of sale, and the Property shall be sold at public auction in the manner prescribed by applicable law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

22. 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.

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

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

25. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements 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))

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Adjustable Rate Rider    | <input type="checkbox"/> Condominium Rider                         | <input type="checkbox"/> 1-4 Family Rider       |
| <input type="checkbox"/> Graduated Payment Rider  | <input checked="" type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input checked="" type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider                    | <input type="checkbox"/> Second Home Rider      |
| <input type="checkbox"/> VA Rider                 | <input type="checkbox"/> Other(s) [specify]                        |   |

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

Witnesses:

\_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ BONNIE L HUNT -Borrower

\_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ JOHN A HUNT -Borrower

\_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ -Borrower -Borrower

\_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ -Borrower -Borrower

\_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ -Borrower -Borrower

STATE OF MINNESOTA, HENNEPIN

County as:

On this 28th day of February, 2000, before me appeared  
BONNIE L. HUNT AND JOHN A. HUNT, WIFE AND HUSBAND

personally known to be the person(s) described in and who executed the foregoing instrument and acknowledged that  
they executed the same as their free act and deed.

*Victoria Juran*

Notary Public

My Commission Expires:

This instrument was prepared by  
SHIRLEY DOUGHERTY  
FIRSTAR BANK, N.A.  
1550 EAST 79TH STREET  
BLOOMINGTON, MN 55425



RECORD & RETURN TO: FIRSTAR BANK, N.A.  
1550 EAST 79TH STREET  
BLOOMINGTON, MN 55425

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA**

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In Re:

**CHAPTER 7 CASE**

John August Hunt  
Jonathan Hunt  
ASF/OGT Trucking, Inc.  
SSN XXX-XX-6012  
Bonnie Lee Hunt  
Bonnie Lee Howland  
Bonnie Lee Ydstie  
ASF/OGT Trucking, Inc.  
SSN XXX-XX-3664

**CASE NO. 04-44198 RJK**

Debtor.

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**MEMORANDUM IN SUPPORT OF  
MOTION FOR RELIEF FROM STAY**

**ARGUMENT**

I. CAUSE EXISTS FOR THE GRANTING OF RELIEF FROM THE AUTOMATIC STAY PURSUANT TO 11 U.S.C. § 362(d)(1) WHERE THE INTEREST OF THIS SECURED CREDITOR IS NOT ADEQUATELY PROTECTED.

Pursuant to 11 U.S.C. § 362(g) the burden is on Debtor to prove absence of cause and/or adequate protection. Secured Creditor's interest in the property is not adequately protected where:

1. As of September 23, 2004, Debtor is delinquent for the monthly payments for the months of August, 2004 through September, 2004, in the amount of \$1,089.05 for the month of August, 2004 and \$973.54 for the month of September, 2004; accruing late charges of \$471.44 and attorneys fees and costs of \$700.00.

2. Debtor has failed to make any offer of adequate protection.

II. THE AUTOMATIC STAY SHOULD BE MODIFIED PURSUANT TO 11 U.S.C. § 362(d)(2) WHERE (1) DEBTOR DOES NOT HAVE ANY EQUITY IN THE PROPERTY, AND (2) THE PROPERTY IS NOT NECESSARY TO AN EFFECTIVE REORGANIZATION.

The first requirement under § 362(d)(2) is met where the total of all the encumbrances against the property is in excess of the value of the property. The value of the property as scheduled by Debtor is \$183,300.00 subject to Secured Creditor's mortgage in excess of \$100,204.22.

The property is also subject to another mortgage in favor of First Minnetonka City Bank in excess of \$104,785.46.

Since this is a liquidation case, no reorganization is being attempted.

### **CONCLUSION**

Secured Creditor is entitled to relief from the automatic stay pursuant to 11 U.S.C. § 362(d)(1) for cause, and where its interest in the secured property is not adequately protected. Secured Creditor is also entitled to relief from the automatic stay pursuant to 11 U.S.C. § 362(d)(2) where Debtor has no equity in the property, and where the property is not necessary to an effective reorganization.

Secured Creditor respectfully requests an Order of this Court modifying the automatic stay consistent with the attached proposed Order.

Dated this 23rd day of September, 2004.

### **WILFORD & GESKE**

By /e/ James A. Geske  
James A. Geske  
Attorneys for Secured Creditor  
7650 Currell Blvd., Ste 300  
Woodbury, MN 55125  
651-209-3300  
Attorney Reg. No. 14969X

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA**

In Re:

**CHAPTER 7 CASE**

**CASE NO. 04-44198 RJK**

John August Hunt  
Jonathan Hunt  
ASF/OGT Trucking, Inc.  
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Bonnie Lee Hunt  
Bonnie Lee Howland  
Bonnie Lee Ydstie  
ASF/OGT Trucking, Inc.  
SSN XXX-XX-3664

**AFFIDAVIT OF  
DAN ARNTSEN**

Debtor.

Dan Arntsen, being first duly sworn on oath, deposes and states:

1. That he is the Bankruptcy Manager of Fidelity National Foreclosure Solutions.
2. Bank of America, N.A., is now the holder of a mortgage on real property in which the debtor has an interest. The debtor's indebtedness is evidenced by that certain mortgage deed dated February 28, 2000, executed by Bonnie L. Hunt and John A. Hunt, wife and husband, recorded June 13, 2000, as Document No. 7309246. The property is located in Hennepin County, Minnesota and is legally described as follows, to-wit:

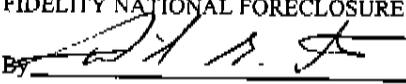
Lot 10, Block 1, Red Fox Cove First Addition, Hennepin County, State of Minnesota.

3. That he has reviewed the account records relating to the Hunt's mortgage loan, account no. 0032552135.
4. That as of September 14, 2004, the following amounts were owing on this account:

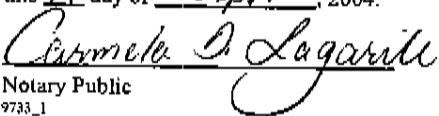
Unpaid Principal:	\$97,537.95
Interest through September 14, 2004	1,404.83
Attorney's Fees:	700.00
Late Charges:	471.44
NSF Fees:	90.00
<b>TOTAL:</b>	<b>\$100,204.22</b>

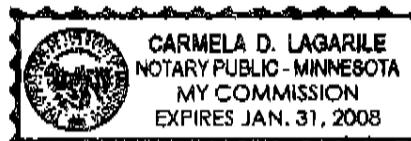
5. That the mortgage loan is delinquent for monthly mortgage payments for the months of August, 2004 in the amount of \$1,089.05 and for the month of September, 2004 in the amount of \$973.54.
6. This affidavit is given in support of the motion of Bank of America, N.A. for relief from the automatic stay.

FIDELITY NATIONAL FORECLOSURE SOLUTIONS

By   
\_\_\_\_\_  
Dan Arntsen  
Its Bankruptcy Manager

Subscribed and sworn to before me  
this 17 day of Sept., 2004.

  
Notary Public  
9733\_1



**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA**

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In Re:

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ASF/OGT Trucking, Inc.  
SSN XXX-XX-3664

**CASE NO. 04-44198 RJK**

Debtor.

**UNSWORN DECLARATION  
FOR PROOF OF SERVICE**

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Joanna Cheyka, employed by Wilford & Geske, attorneys licensed to practice law in this Court, with office address at 7650 Currell Blvd., Ste 300, Woodbury, Minnesota, declares that on September 23, 2004, I served the annexed Notice of Hearing and Motion for Relief from Stay, Memorandum in Support of Motion for Relief, Affidavit of Dan Arntsen, and proposed Order to each person referenced below, a copy thereof by enclosing the same in an envelope with first class mail postage prepaid and depositing the same in the post office at Woodbury, Minnesota addressed to each of them as follows:

John A. Hunt  
Bonnie L. Hunt  
11841 Red Fox Drive North  
Maple Grove, MN 55369

AmeriCredit  
Attn: AmeriCredit Department  
PO Box 183853  
Arlington, TX 76096

James C. Whelpley  
Twin City Attorneys, PA  
2151 N Hamline Ave  
Roseville, MN 55113

John R. Stuebner  
120 S 6<sup>th</sup> St Ste 2500  
Minneapolis, MN 55402

First Minnetonka City Bank  
14550 Excelsior Blvd  
Minnetonka, MN 55343

U.S. Trustee  
1015 U.S. Courthouse  
300 South 4<sup>th</sup> Street  
Minneapolis, MN 55415

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

Dated this 23rd day of September, 2004.

/e/ Joanna Cheyka  
Joanna Cheyka

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA**

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In Re:

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Jonathan Hunt  
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SSN XXX-XX-3664

**CASE NO. 04-44198 RJK**

Debtor.

---

**ORDER**

The above entitled matter came on for hearing upon motion of Bank of America, N.A. (hereinafter "Secured Creditor"), pursuant to 11 U.S.C. § 362 on October 14, 2004, at U.S. Courthouse, 300 South 4<sup>th</sup> Street, Minneapolis, Minnesota. Appearances were as noted in the record. Based upon the evidence adduced at said hearing, the arguments of counsel, and the Court being fully advised of the premises,

IT IS HEREBY ORDERED that Secured Creditor, its assignees and/or successors in interest, is granted relief from the stay of actions imposed by 11 U.S.C. § 362 with regard to that certain mortgage deed dated February 28, 2000, executed by Bonnie L. Hunt and John A. Hunt, wife and husband, recorded June 13, 2000, as Document No. 7309246 covering real estate located in Hennepin County, Minnesota, legally described as follows, to-wit:

Lot 10, Block 1, Red Fox Cove First Addition, Hennepin County, State of Minnesota

and may pursue its remedies under state law in connection with the subject note and mortgage deed.

Notwithstanding Federal Rules of Bankruptcy Procedure 4001(a)(3), this Order is effective immediately.

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

\_\_\_\_\_  
Judge of Bankruptcy Court