UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:

CHAPTER 7 CASE

Melissa M. Goltz
SSN XXX-XX-1621

CASE NO. 04-44408 RJK

Debtor.

NOTICE OF HEARING AND MOTION FOR RELIEF FROM STAY

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

1. CitiMortgage (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 28, 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 4th Street, Minneapolis, Minnesota.

3. Any response to this motion must be filed and delivered not later than October 25, 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 19, 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 August 9, 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 $242,800.00, as evidenced by that certain Promissory Note dated May 28, 2002, 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 May 28, 2002, executed by Travis J. Goltz and Melissa M. Goltz, husband and wife, recorded June 20, 2002, as Document No. 028810, 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 Sherburne County, Minnesota and is legally described as follows to-wit:

Lot 2, Block 5, Acorn Ridge.

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 October 6, 2004, Debtor is delinquent in the making of monthly payments as required for the months of February, 2004 through October, 2004, inclusive, in the amount of $2,215.10 each accruing late charges of 687.36 and attorneys fees and costs of $675.00. 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 $200,000.00 subject to Secured Creditor's mortgage in excess of $257,157.84.

The property is also subject to a second lien in favor of Village Bank in excess of $10,000.00.

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 6th day of October, 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 No 2000182231

JUN 05 2002

NOTE

MIN 1000144-2000182231-3

May 28, 2002 [Date] | Anoka [City] | Minnesota [State]

11747 253RD AVENUE, ZIMMERMAN, MINNESOTA 55398
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U S. $ 242,800.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is RBMG, INC., a DELAWARE Corporation. I will make all payments under this Note in the form of cash, check or money order.

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 7.625%

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 a payment every month

I will make my monthly payment on the FIRST day of each month beginning on July 1, 2002 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. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal If, on June 1, 2032, 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 PO BOX 100155, COLUMBIA, SOUTH CAROLINA 29202-3155 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. $ 1,718.52.

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 not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the 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 (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (b) 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

EXHIBIT_____

028810

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CERT. OF TITLE # 6805
BOOK # 22 PAGE # 121
MICHELLE ASHE
REGISTRAR OF TITLES
BY [signature] DEPUTY

2000182231
NS

NO 10002 DATE 6/13/02
MTG REGISTRY TAX OF $558.44 PAID

[signature]
County Auditor/Treasurer

[signature]
Deputy Auditor/Treasurer

'02 JUN 20 AM 7 56
REGISTRAR OF TITLES
SHERBURNE COUNTY, MN.

[Space Above This Line For Recording Data]

MORTGAGE

MIN 1000144-2000182231-3

Return To:

RBMG, INC.
PO BOX 100155
COLUMBIA, SOUTH CAROLINA 29223
Attn : SHIPPING DEPT./DOC. CONTROL

TORRENS

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated May 28, 2002, together with all Riders to this document.
(B) "Borrower" is TRAVIS J. GOLTZ and MELISSA M. GOLTZ husband and wife.
Borrower is the mortgagor under this Security Instrument.
(C) "MERS" is Mortgage Electronic Registration Systems, Inc MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.
(D) "Lender" is RBMG, INC., a DELAWARE Corporation. Lender is a corporation organized and existing under the laws of the State of DELAWARE. Lender's address is PO BOX 100155, COLUMBIA, SOUTH CAROLINA 29202-3155
(E) "Note" means the promissory note signed by Borrower and dated May 28, 2002. The Note states that Borrower owes Lender Two Hundred Forty Two Thousand Eight Hundred And 00/100 Dollars

X02-8750

EXHIBIT_____

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(U.S. $ 242,800.00) plus interest Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than June 1, 2032.

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

[ ] Adjustable Rate Rider	[ ] Condominium Rider	[ ] Second Home Rider
[ ] Balloon Rider	[ ] Planned Unit Development Rider	[ ] 1-4 Family Rider
[ ] VA Rider	[ ] Biweekly Payment Rider	[ ] Other(s) [specify]

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property, (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

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This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note, and (ii) 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 MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, with power of sale, the following described property located in the County [Type of Recording Jurisdiction] of SHERBURNE [Name of Recording Jurisdiction]:

LOT 2, BLOCK 5, ACORN RIDGE

Parcel ID Number:

which currently has the address of

11747 253RD AVENUE [Street]
ZIMMERMAN [City], Minnesota 55398 [Zip Code] ("Property Address"):

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 understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

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, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow

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

Witnesses:

_____ _____ (Seal)
TRAVIS J. GOLTZ -Borrower

_____ _____ (Seal)
MELISSA M. GOLTZ -Borrower

_____ _____ (Seal)
-Borrower

_____ _____ (Seal)
-Borrower

028810

STATE OF MINNESOTA, ANOKA County ss:

On this 28TH day of MAY, 2002, before me appeared
TRAVIS J. GOLTZ and MELISSA M. GOLTZ HUSBAND AND WIFE
to me personally known to be the person(s) described in and who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their free act and deed.

Rebecca L Zerte
Notary Public
My Commission Expires:

REBECCA LAZERTE
Notary Public
Minnesota
My Commission Expires Jan 31, 2005

This instrument was drafted by:
RBMG, INC.
7401 METRO BLVD.
EDINA, MN 55439

Tax statements for the real property described in this instrument should be sent to.
SAME AS ABOVE

Form 3824 1/01
Initials

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:

CHAPTER 7 CASE

Melissa M. Goltz
SSN XXX-XX-1621

CASE NO. 04-44408 RJK

Debtor.

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 October 6, 2004, Debtor is delinquent for the monthly payments as required for the months of February, 2004 through October, 2004, in the amount of $2,215.10 each accruing late charges of 687.36 and attorneys fees and costs of $675.00.

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 $200,000.00 subject to Secured Creditor's mortgage in excess of $257,157.84.

The property is also subject to a second lien in favor of Village Bank in excess of $10,000.00.

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 6th day of October, 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

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MINNESOTA
MINNEAPOLIS DIVISION

IN RE:	§	
	§	
MELISSA M. GOLTZ	§	**CASE NO. 04-44408-RJK**
	§	
DEBTOR	§	
	§	
CITIMORTGAGE	§	
	§	**CHAPTER 7**
MOVANT	§	
	§	
VS	§	
	§	
MELISSA M. GOLTZ	§	
AND TERRI A. GEORGEN, TRUSTEE	§	
RESPONDENTS		

AFFIDAVIT OF DOREEN LOVETT
IN SUPPORT OF MOTION FOR RELIEF

I, Jim Agee, Jr., hereby state the following:

1. I am a duly authorized representative of CitiMortgage ("CitiMortgage") and its successors and/or assigns, and hereby make this Affidavit in such capacity.

2. CitiMortgage is a corporation organized under the laws of the State of Missouri, and is authorized to sue on its own behalf.

3. I am a custodian of records for CitiMortgage as servicing agent for Federal National Mortgage Association ("Fannie Mae"). In the course of my employment, I have become familiar with the manner and method in which CitiMortgage maintains its books and records in its regular course of business. Those books and records are managed by employees and agents whose duty it is to keep the books and records accurately and completely and to record each event or item at or near the time of the event or item so noted.

4. I have reviewed the books and records which reveal that Fannie Mae is the owner and holder of the following Note secured by Deed of Trust of even date therewith covering certain real property located at 11747 253rd Avenue, Zimmerman, Minnesota 55398, and more particularly described in Exhibit B attached hereto. True and correct copies of the Note and Deed of Trust are attached hereto as Exhibits A and B respectively and incorporated herein.

A. Note Number xxx9234 in the original principal amount of $242,800.00, dated May 28, 2002. Executed by

Original Mortgagor(s):
Travis J Goltz
Melissa M Goltz

to RBMG. Inc. Said Note was subsequently assigned to Fannie Mae through Assignment of Note.

B. Debtor is in default on her obligations to Fannie Mae in that Debtor has failed to make her installment payments when due and owing pursuant to the terms of the above-described Note.

C. As of September 24, 2004, the total indebtedness was $257,157.84. Debtor is in default on 8 contractual payments (February 2004 through and including September 2004 payments). The amount of the current monthly mortgage installment payment is $2,215.10, and the monthly late charge is $85.92.

5. By failing to make the regular monthly installment payments due pursuant to the Note, Debtor has not provided adequate protection to Fannie Mae.

6. Fannie Mae has had to retain counsel to represent it before this Court and is incurring legal expenses and attorneys' fees for which it is entitled to reimbursement under the terms of its Note.

The foregoing facts are of my own personal knowledge and belief, and if called upon to appear as a witness, I could, and would, testify competently thereto. I declare under penalty of perjury that to the best of my knowledge the foregoing facts are true and correct.

CitiMortgage

By: Jim Agee Jr.
Jim Agee, Jr.
Bankruptcy Representative

DATED: 9-29-2004

SUBSCRIBED AND SWORN TO BEFORE ME on September 29, 2004.

Tiffany Jinson **TIFFANY JINSON**
Notary Public in and for the State of Missouri

Tiffany Jinson
Notary Public Notary Seal
State of Missouri
County of St Louis
Expires August 03, 2007

8024-N-0149
minn

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:

Melissa M. Goltz
SSN XXX-XX-1621

Debtor.

CHAPTER 7 CASE

CASE NO. 04-44408 RJK

UNSWORN DECLARATION FOR PROOF OF SERVICE

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 October 6, 2004, I served the annexed Notice of Hearing and Motion for Relief from Stay, Memorandum in Support of Motion for Relief, Affidavit of Jim Agee, Jr., 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:

Melissa M. Goltz
11747 253rd Ave
Zimmerman, MN 55398

Travis J. Goltz
11747 253rd Ave
Zimmerman, MN 55398

John A. Hedback
Hedback, Arendt, Carlson
2855 Anthony Ln S Ste 201
St. Anthony, MN 55418

CitiMortgage
c/o Brice, Vander Linden & Wenick, P.C.
PO Box 829009
Dallas, TX 75382-9009

Terri A. Georgen-Running
PO Box 16355
St. Paul, MN 55116

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

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

Dated this 6th day of October, 2004.

/e/ Joanna Cheyka
Joanna Cheyka

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:

CHAPTER 7 CASE

Melissa M. Goltz
SSN XXX-XX-1621

CASE NO. 04-44408 RJK

Debtor.

ORDER

The above entitled matter came on for hearing upon motion of CitiMortgage (hereinafter "Secured Creditor"), pursuant to 11 U.S.C. § 362 on October 28, 2004, at U.S. Courthouse, 300 South 4th 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 May 28, 2002, executed by Travis J. Goltz and Melissa M. Goltz, husband and wife, recorded June 20, 2002, as Document No. 028810 covering real estate located in Sherburne County, Minnesota, legally described as follows, to-wit:

Lot 2, Block 5, Acorn Ridge

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