
In Re:
Jeffrey A Braverman
and Sara Braverman,

Debtors,

Case No. 04-44551

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. Nissan Motor Acceptance Corporation as servicing agent for Nissan-Infiniti LT moves the Court for the relief requested below and gives notice of hearing.
2. The Court will hold a hearing on this motion on November 4, 2004 at 2:00 PM o'clock, in Courtroom No. 8 West, Eighth Flr, United States Courthouse, 300 South Fourth St., Minneapolis, MN.
3. Any response to this motion must be filed and delivered not later than November 1, 2004, which is three days before the time set for the hearing (excluding Saturdays, Sundays, and holidays), or filed and served by mail not later than October 26, 2004, which is seven days before the time set for the hearing (excluding Saturdays, Sundays and holidays). UNLESS A RESPONSE OPPOSING THE MOTION IS TIMELY FILED, THE COURT MAY GRANT THE MOTION WITHOUT A HEARING.
4. This Court has jurisdiction over this motion pursuant to 28 U.S.C. §§157 and 1334, Fed. R. Bankr. P. 5005 and Local Rule 1070-1. This proceeding is a core proceeding. The petition commencing this case was filed on August 16, 2004. The case is now pending in this court.
5. This motion arises under 11 U.S.C. §362(d), §365(a) and (d), and Fed. R. Bankr. P. 4001 and 6006. 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 of §362(a), to terminate the lease and to repossess the 2002 Nissan Pathfinder 4D SE 4WD vehicle leased to Debtors, and

requests the court permit Movant to immediately enforce the order requested, without the 10 day stay imposed by Rule 4001(a)(3).

6. Movant requests relief under §362(d)(2). Debtors have no equity in the vehicle and the vehicle is not necessary to an effective reorganization. Movant requests relief for cause under §362(d)(1). Failure to provide adequate protection or adequate assurance of future performance under the Lease constitutes cause.
7. If testimony is necessary as to any facts relevant to this motion, the person who signed the verification to this motion or some other representative for Movant, from Movant's offices in Minnesota, will testify regarding the Lease terms and default.
8. This notice of motion and motion also serve as notice of default required by Cobb v. Midwest Recovery Bureau Co., 295 N.W.2d 232 (Minn.1980). If the default is not cured before the hearing, Movant will repossess the property promptly upon the Court signing the Order.
9. A separate Memorandum of Fact and Law is attached hereto and made a part hereof.

WHEREFORE, Nissan Motor Acceptance Corporation as servicing agent for Nissan-Infiniti LT moves the Court for an order modifying the automatic stay of §362(a) and such other relief as may be just and equitable.

Dated: October 18, 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.

STATE OF MINNESOTA CERTIFICATE OF TITLE FOR A MOTOR VEHICLE

VEHICLE IDENTIFICATION NUMBER JN8DR09Y72W701316	YEAR 02	MAKE NISS	MODEL/BODY 4W PFI	TITLE NUMBER H1340P439
DATE ISSUED 05/14/02	ODOMETER 497	TAX BASE 028189	CODE 09	PLATE NUMBER JCY841
NEW		04/13/02	EXP 03	CENTRAL OFFICE USE ONLY
NO SECURITY INTERESTS		DOB	OWNER	05005349042
			NISSAN-INFINITI LT	
P O BOX 660368 DALLAS TX 75266-0368				

ASSIGNMENT OF OWNERSHIP

ODOMETER DISCLOSURE STATEMENT, I (WE) CERTIFY THAT THE ODOMETER NOW READS _____ (NO TENTHS) MILES AND TO THE BEST OF MY KNOWLEDGE THE ODOMETER MILEAGE IS:
 ACTUAL MILEAGE
 EXCEEDS MECHANICAL LIMITS OF ODOMETER
 NOT ACTUAL MILEAGE — **WARNING ODOMETER DISCREPANCY**

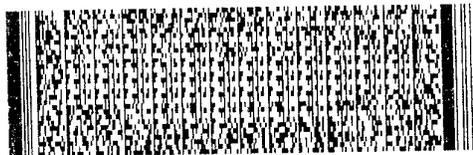
DAMAGE DISCLOSURE STATEMENT. TO THE BEST OF MY KNOWLEDGE THIS VEHICLE
 HAS HAS NOT (CHECK ONE) SUSTAINED DAMAGE IN EXCESS OF 70% ACTUAL CASH VALUE
 POLLUTION SYSTEM DISCLOSURE STATEMENT. TO THE BEST OF MY KNOWLEDGE THE POLLUTION CONTROL SYSTEM ON THIS VEHICLE INCLUDING THE RESTRICTED GASOLINE PIPE
 HAS HAS NOT (CHECK ONE) BEEN REMOVED, ALTERED OR RENDERED INOPERATIVE.
 Assignment: I (we) certify that this vehicle is free from all security interests, warrant title, and assign the registration tax and vehicle to:

SELLER'S PRINTED NAME(S)	DATE OF SALE	BUYER'S PRINTED NAME(S)
SELLER'S ADDRESS	DEALER LICENSE #	BUYER'S ADDRESS
SELLER'S SIGNATURE(S)	X	BUYER'S SIGNATURE(S)

IMPORTANT — PLEASE READ: All information collected on a motor vehicle application is required by law and is used to identify your motor vehicle. Failure to provide required information may result in denial of the requested action. Except for certain uses permitted by federal and state laws, personal information contained in your application may not be disclosed to anyone without your express consent. You may expressly consent to the disclosure of your information by writing to the following address:

MINNESOTA DEPARTMENT OF PUBLIC SAFETY
 DRIVER AND VEHICLE SERVICES DIVISION
 445 MINNESOTA STREET, ST. PAUL, MINNESOTA 55101
 PHONE 651-297-2126 TTY 651-282-6555
www.dps.state.mn.us/dvs

PS2700-11



KEEP IN A SAFE PLACE — ANY ALTERATION OR ERASURE VOIDS THIS TITLE

SELLER'S NOTICE OF SALE

When you sell this vehicle, you are responsible to file the information below with the Department of Public Safety within 10 days. You may file over the Internet at www.dps.state.mn.us/dvs or complete this post card and mail. **This notice is not required if sold to a licensed dealer.** MN Statute 168A.10

	JN8DR09Y72W701316
Title Number	Vehicle Identification Number
Date of Sale	
Purchaser's Driver License Number (if any)	
Purchaser's Full Name	Purchaser's Date of Birth
Street Address	
City	County State Zip Code

EXHIBIT A

PLEASE PRINT

MINNESOTA MOTOR VEHICLE REGISTRATION CARD

YR	MK	MDL	
02	NISS	4W	PFI
VIN	JN8DR09Y72W701316		
GROSS VEHICLE WEIGHT/BASE VALUE	028189		
PLATE #	EXP		
JCY841	03/31/03		
STICKER #	TAX		
C0852498	361.00		
RECORDED OWNER(S):	NISSAN-INFINITI LT		
P O BOX 660368 DALLAS TX 75266-0368			

Wally Signature
LEASER

Motor Vehicle Lease Agreement

1. PARTIES

Lessor
 FELDMANN IMPORTS INC. (612)837-6300 04/13/2002
 NAME OF LESSOR (LEGAL) BLOOMINGTON MN 55437
 4901 WEST 80TH STREET CITY, STATE, ZIP CODE
 STREET ADDRESS CITY, STATE, ZIP CODE
Lessee & Co-Lessee
 JEFFREY ALLAN BRAVERMAN N/A N/A
 NAME OF LESSEE PLYMOUTH MN HENNEPIN 55442
 11228 49TH AVENUE N. CITY, STATE, COUNTY ZIP CODE
 LESSOR STREET ADDRESS CITY, STATE, COUNTY ZIP CODE
 LEASE BEING APPROVED BY DIFFERENT TERM ABOVE N/A N/A
 N/A N/A
 VEHICLE (MARKING AGREEMENT TO DIFFERENT FROM ABOVE) CITY, STATE, COUNTY ZIP CODE

"You" and "your" refer equally to the Lessee and Co-Lessee (if any) signing this Lease. "We," "us" and "our" refer to the Dealer, to Nissan/Infiniti LT ("NILT") and any other assignee, if this Lease is assigned. "Vehicle" refers to the Motor Vehicle described below, including attachments, equipment and accessories. You agree to lease this Vehicle from us under the terms on the front and back of this Lease. You understand that this is a Lease. You do not own this Vehicle, unless and until you exercise your option to purchase this Vehicle.

YEAR	MAKE	MODEL	BODY STYLE	VEHICLE IDENTIFICATION NUMBER (VIN)
2002	NISSAN	PATHFINDER	LE 4X4	JNBUR09Y724701316
CK#	Used	497	BRONZED GRAY/06027	Primary Use <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Personal, Family or Household

AMOUNT DUE AT LEASE SIGNING OR DELIVERY	MONTHLY PAYMENTS	OTHER CHARGES* (Not part of your monthly payment)	TOTAL OF PAYMENTS
\$ 1996.68	Your first monthly payment of \$ 474.43 is due on signing, followed by 36 payments of \$ 474.43 due on the 13th of each month, beginning on MAY 15 2002. The total of your monthly payments is \$ 18502.77	a) Disposition Fee (if you do not purchase the Vehicle) \$ N/A b) N/A + \$ N/A c) N/A + \$ N/A d) Total \$ N/A	(The amount you will have paid by the end of the Lease) \$ 20025.02

AMOUNT DUE AT LEASE SIGNING OR DELIVERY	HOW THE AMOUNT DUE AT LEASE SIGNING OR DELIVERY WILL BE PAID
a) Capitalized Cost Reduction including any net trade-in allowance \$ 600.00	I) Net Trade-In Allowance \$ N/A
b) First Monthly Payment \$ 474.43	II) Rebates and Non-Cash Credits + \$ 1996.68
c) Refundable Security Deposit \$ N/A	III) Amount To Be Paid in Cash + \$ 1996.68
d) Title Fees \$ N/A	IV) Total \$ 1996.68
e) Registration Fees \$ 39.00	
f) Tax on Capitalized Cost Reduction \$ 29.25	
g) Sales Tax Paid in Advance \$ N/A	
h) ACO FEE \$ 450.00	
i) DOC FEE \$ 25.00	
j) Total \$ 1996.68	

YOUR MONTHLY PAYMENT IS DETERMINED AS SHOWN BELOW	
a) Gross Capitalized Cost. The agreed upon value of the Vehicle (\$ 31396.92 and any amount you pay over the lease term such as taxes, fees, service contracts, insurance and any outstanding prior credit or lease balance. If you want a termination of this amount, please see Section 7. \$ 31396.92	f) Rent Charge. The amount charged in addition to the depreciation and any amortized amounts + 3530.75
b) Capitalized Cost Reduction. The amount of any net trade-in allowance, rebate, non-cash credit or cash you pay that reduces the gross capitalized cost 600.00	g) Total of Base Monthly Payments. The depreciation and any amortized amounts plus the rent charge = 17373.33
c) Adjusted Capitalized Cost. The amount used in calculating your base monthly payment = 30796.92	h) Lease Payments. The number of payments in your Lease + 39
d) Residual Value. The value of the Vehicle at the end of the Lease used in calculating your base monthly payment = 16962.34	i) Base Monthly Payment = 445.47
e) Depreciation and Any Amortized Amounts. The amount charged for the Vehicle's decline in value through normal use and for other items paid over the lease term = 13634.58	j) Monthly Sales, Use or Lease Tax + 28.96
	k) Monthly Luxury Tax + N/A
	l) Total Monthly Payment = 474.43

7. IMPORTANT TERMS

Early Termination. You may have to pay a substantial charge if you end this Lease early. The charge may be up to several thousand dollars. The actual charge will depend on when the Lease is terminated. The earlier you end the Lease, the greater this charge is likely to be. See Section 13.

Excessive Wear and Use. You may be charged for excessive wear based on our standards for normal use and for mileage in excess of 17000 miles per year at the rate of 15 cents per mile. See Section 19. Right box is checked, this mileage includes 5500 miles over the term of the Lease purchased at 10 cents per mile, which is included in your monthly payment. There will be no refund for unused miles, including any additional miles purchased by you.

Purchase Option at End of Lease Term. You have an option to purchase the Vehicle at the end of the lease term for \$ 16962.34 and a Purchase Option Fee of \$150.00. See Section 14.

Other Important Terms. This Lease contains additional information on early termination, purchase options and maintenance responsibilities, warranties, late and default charges, insurance, and any security interest, if applicable.

7. ITEMIZATION OF GROSS CAPITALIZED COST		8. ESTIMATED FEES AND TAXES	
a) Agreed upon value of the Vehicle + 31396.92		The estimated total amount you will pay for official and license fees, registration, title and taxes, including personal property taxes, over the term of your Lease, whether included with your monthly payments or assessed otherwise is \$ 2429.44. The actual total of fees and taxes may be higher or lower depending on the tax rates in effect or the value of the leased property at the time a fee of tax is assessed.	
b) Up-Front Sales Tax, if applicable + N/A		9. OPTIONAL INSURANCE AND WARRANTIES	
c) Title, License and Registration + N/A		These coverages are not required to enter into this Lease and will not be provided unless you sign below. If insurance and/or warranties are purchased by you, the coverages are shown in a notice given to you on this date and are for the term of the Lease. (Please see below.) These coverages may not be available in some states.	
d) Acquisition Fee + N/A		Credit Life Insurance	
e) Service Contract and/or Maintenance Contract (See Section 10) + N/A		TERMINAL N/A INITIAL COVERAGE AMOUNT N/A	
f) Credit Life and/or Disability Insurance (See Section 10) + N/A		REQUIREMENTS N/A PREMIUM N/A	
g) Outstanding Prior Credit or Lease Balance + N/A		TERMINAL N/A COLEASSEE INITIALS	
h) N/A + N/A		Credit Disability Insurance	
i) Total Gross Capitalized Cost = 31396.92		TERMINAL N/A MONTHLY COVERAGE AMOUNT N/A	
		REQUIREMENTS N/A PREMIUM N/A	
		TERMINAL N/A COLEASSEE INITIALS	

10. VEHICLE WARRANTIES

This Vehicle is covered by any warranty, extended warranty, service contract or maintenance contract indicated below:

Standard New Vehicle Limited Warranty provided by the Manufacturer or distributor of this Vehicle

Mechanical Breakdown Protection (MBP), a service contract for the repairs of certain major mechanical breakdowns of this Vehicle and related expenses

Maintenance Contract, a contract for regularly scheduled care and maintenance of this Vehicle

Used Vehicle Limited Warranty

N/A

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS LEASE, WE OFFER NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THIS VEHICLE. IN PARTICULAR, WE MAKE NO IMPLIED WARRANTY OF MERCHANTABILITY AND THERE IS NO WARRANTY THAT THIS VEHICLE WILL BE FIT FOR A PARTICULAR PURPOSE.

EXHIBIT B



**Vehicle Summary With NADA Values
N.A.D.A Official Used Car Guide
Wednesday, September 29, 2004**

Guide Edition: Midwest Used Car Guide - September 2004

Vehicle Description: 2002 NISSAN/DATSUN
PATHFINDER-V6 UTIL 4D SE 4WD

VIN: JN8DR09Y72W701316 **Weight:** 4131
Stock #: S. Romero **MSRP:** \$27,649

N.A.D.A. Base Values:	Retail:	\$20,975	Trade:	\$17,950	Loan:	\$16,175
Mileage Value (N/A Miles)		N/A				
Accessories Values		\$0		\$0		\$0

N.A.D.A Adjusted Values:	Retail:	\$20,975	Trade:	\$17,950	Loan:	\$16,175
Appraiser Adjustment Value		\$0				

Adjusted Values:	Retail:	\$20,975	Trade:	\$17,950	Loan:	\$16,175
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Accessories:

	Retail	Trade	Loan
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EXHIBIT C

Appraiser Adjustments:

NADA assumes no responsibility or liability for any errors or omissions or
any revisions or additions made by anyone on this report.
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04-04283-0

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

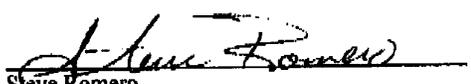
In Re:
Jeffrey A Braverman
and Sara Braverman,
Debtors,

Case No. 04-44551
Chapter 7 Case

VERIFICATION FOR MOTION FOR RELIEF FROM STAY

I, Steve Romero, the Designated Agent for Nissan Motor Acceptance Corporation as servicing agent for Nissan-Infiniti I.T, the Creditor herein, declare under penalty of perjury that the following is true and correct according to the best of my knowledge, information and belief, and based on the Creditor's business records:

1. I am legally competent to testify and am personally familiar with the debt owed by Debtor to the Creditor on account no. 25005349242.
2. The Debtor leases a 2002 Nissan Pathfinder 4D SE 4WD vehicle from the Creditor.
3. The monthly lease payment is \$474.43. As of today, the lease payments are delinquent \$1,397.72 for payments owing since July 15, 2004, plus ~~\$213.48~~ ^{237.20} for late charges. The Creditor owns the leased vehicle. The current NADA published retail value for the leased vehicle is \$20,975.00. The Debtor is believed to be in possession of the vehicle.
4. True and correct copies of the title documents are attached to the Motion as Exhibit "A". True and correct copies of the lease documents are attached as Exhibit "B".

Dated: 10-14-04


Steve Romero
Nissan Motor Acceptance Corporation as servicing agent for Nissan-Infiniti LT
Bankruptcy Dept.
PO Box 660366
Dallas, TX 75266-0366

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:
Jeffrey A Braverman
and Sara Braverman,

Debtors,

Case No. 04-44551

Chapter 7 Case

MEMORANDUM OF FACT AND LAW

Nissan Motor Acceptance Corporation as servicing agent for Nissan-Infiniti LT ("Movant") submits this Memorandum of Fact and Law in support of its motion for relief from the stay.

FACTS

Debtor is in possession of the vehicle subject to a lease agreement dated 4/13/02, and such agreement is a true lease, and not a retail installment contract, as defined by Minn. Stat. §336.2A - 103(j) and §168.66. Movant is the registered owner of the vehicle as reflected by the Certificate of Title. The terms of the lease agreement, require Debtor to make monthly payments of \$474.43 for use of the vehicle. Debtor must also pay for any excess mileage and excess wear and tear at termination of the lease. Debtor has the option to purchase the vehicle at the end of the lease agreement by paying the purchase option price in cash.

Debtor is delinquent on lease payments due since July 15, 2004. The NADA retail value of the vehicle is \$20,975.00. NADA pages for this vehicle value are attached as Exhibit "C".

Movant's interest is subject to depreciation in that the vehicle is being used, subjecting it to wear and depreciation, while Debtor is failing to make payments.

ARGUMENT

Pursuant to §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 Lease payments to Movant and has failed to provide adequate

protection of Movant's interest in the vehicle or adequate assurance of future performance under the Lease. Such circumstances constitute cause, within the meaning of §362(d)(1), entitling Movant to relief from stay. In re Reinbold v. Dewey County Bank, 942 F.2d 1304, 1306 (8th Cir. 1991).

If a lessor is economically disadvantaged by a Debtor retaining leased property without making payments, the lessor can move for relief from the automatic stay under §362(d). In re Intran Corp., 62 B.R. 435, 436 (Bkrcty. D.Minn. 1986). Adequate protection is the "safeguard" to protect a lessor and moving for relief from the automatic stay or seeking adequate protection is the proper method by which a lessor may force the debtor to either surrender the leased property or make payments equal to the lessor's interest in the property. Id. at 436.

Pursuant to §362(d)(2) of the Bankruptcy Code, relief from the stay is also appropriate where Debtor has no equity in the vehicle and the vehicle is not necessary to an effective reorganization. 11 U.S.C. §362(d)(2). See, In re Gellert, 55 B.R. 970 (Bkrcty.D.N.H. 1983). In the present case the Debtor is merely the lessee of the vehicle and has no ownership interest in it. Debtor has no equity in the vehicle. No evidentiary hearing is required on the issue of equity unless the debtor disputes it. Powers v. American Honda Finance Corp., 216 B.R. 95, 97 (N.D.N.Y. 1997). No reorganization is permitted in Chapter 7.

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

Dated: October 18, 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:
Jeffrey A Braverman
and Sara Braverman,

Debtors,

Case No. 04-44551

Chapter 7 Case

UNSWORN CERTIFICATE OF SERVICE

I, Linda Jeanne Jungers, declare under penalty of perjury that on October 18, 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.

Jeffrey A Braverman
4297 Cottonwood Lane N
Plymouth, MN 55441

Sara Braverman
4297 Cottonwood Lane N
Plymouth, MN 55441

Michael K Hoverson
HOVERSON & ASSOCIATES
333 Washington Ave N #308
Minneapolis, MN 55401

Julia A Christians
LAPP LIBRA THOMSON STOEBNER & PUSCH
120 South 6th St, Suite 2500
Minneapolis, MN 55402

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

Executed on: October 18, 2004

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

04-04283-0

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:
Jeffrey A Braverman
and Sara Braverman,

Debtors,

Case No. 04-44551

Chapter 7 Case

ORDER FOR RELIEF FROM THE STAY

Nissan Motor Acceptance Corporation as servicing agent for Nissan-Infiniti LT's Motion for an order granting relief from the stay came before the Court on November 4, 2004 at 2:00 PM o'clock.

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

IT IS HEREBY ORDERED:

1. The automatic stay is modified to permit Nissan Motor Acceptance Corporation as servicing agent for Nissan-Infiniti LT to terminate the Lease, and to repossess and sell the
2002 Nissan Pathfinder 4D SE 4WD vehicle, VIN JN8DR09Y72W701316
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