
In Re:
Redline Performance Products Inc,
Debtor,

Case No. 04-44835
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 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 27, 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 2004 FORD F350 SUPERDUTY 4WD DIESEL TRUCK (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 the person who signed the verification to this motion, or some other representative of Movant, from Movant's offices in Minnesota, to testify regarding the debt and 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 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, Ford Motor Credit Company 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 12, 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 PUBLIC
DRIVER & VEHICLE SERVICES DIVISION
445 MINNESOTA ST., ST. PAUL, MN 55401
CONFIRMATION OF LIEN PERFECTION - D...

REDLINE PERFORMANCE PRODS INC
1120 WAYZATA BLVD E #200
WAYZATA MN 55391

Permit No. 171
St. Paul, MN

*

YAS2733

1ST SECURED PARTY

LIEN HOLDER

04 Year	FORD Make	CWDRW Model	C0500S889 Title NR.
1FTWW33P04EB05875 VIN		12/18/03 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

MINNESOTA SIMPLE INTEREST VEHICLE RETAIL INSTALMENT CONTRACT

DATE 12/18/2003

Buyer (and Co-Buyer) Name and Address (Including County and Zip Code) CREDITOR (Seller Name and Address)

REDLINE PERFORMANCE PRODUCTS
1120 WAYZATA BLVD E STE
WAYZATA MN 55391

TENVOORDE FORD, INC.
P.O. BOX 1045
ST. CLOUD, MN 56301

TL119QP78

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	GVW if Truck (lbs.)	Vehicle Identification Number	Use For Which Purchased
NEW	2004 FORD	F350 PICKU		1FTW33P04E805975	<input type="checkbox"/> Personal <input type="checkbox"/> Agricultural <input type="checkbox"/> Commercial

Trade-in Year and Make \$ Gross Allowance N/A Amount of Trade-in N/A

ITEMIZATION OF AMOUNT FINANCED

1. Cash Price	INCLUDES DOC-FEE-OF	50.00	\$ 43570.04 (1)
2. Down Payment			
Third Party Rebate Assigned to Creditor		\$ N/A	
Cash Down Payment		\$ N/A	
Trade-in (description above)		\$ N/A	
Total Down Payment		\$ N/A	(2)
3. Unpaid Balance of Cash Price (1 minus 2)		\$ 43570.04	(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	\$ 161.00		
(ii) for filing fees	\$ N/A		
(iii) for taxes (not in Cash Price)	\$ N/A	\$ 161.00	
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		
To _____ for _____	\$ N/A		
Total	\$ 161.00		(4)
5. Amount Financed (3 plus 4)		\$ 43731.04	(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)

Credit Disability _____ Insurer

\$ N/A Premium Insured

Signature

Other Optional Insurance Term _____

\$ N/A Premium Insurer

Signature

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 N/A Months (Estimate)

Premium \$ N/A

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate 6.50%	The dollar amount the credit will cost you \$ 7744.76	The amount of credit provided to you or on your behalf \$43731.04	The amount you will have paid when you have made all scheduled payments \$61475.80	The total cost of your purchase on credit, including your downpayment of \$ N/A \$ 51475.80

Payment Schedule — Number of payments Amount of Each payment When Payments are due

Your payment schedule will be: 59 \$ 857.93 monthly starting 1 final \$ 857.93 01 FEB 04

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.

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: By *Mike Dellro* President
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: *Mike Dellro*
(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 *Mike Dellro* Mike Dellro, Title: COB ACT MGR

FC 17822-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

EXHIBIT B

ORIGINAL

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 patterns. 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 the 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, assigns, 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 DISCOVERY 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.

Trade-In	BODY TYPE	Model No.	M.S.R.P.	Weight	Loan	Retail
2004 F150 SUPERCAB PICKUP-1/2 Ton-V8						
						Mileage Class: III
	Styleside Supercab XL 6 1/2'	X12*	\$23865	5115		
	Styleside Supercab XL 8'	X12*	24165	5451		
	Styleside Supercab STX 5 1/2'	X12*	24215	4993		
	Styleside Supercab STX 6 1/2'	X12*	24515			
	Styleside Supercab XLT 5 1/2'	X12*	26720			
	Styleside Supercab XLT 6 1/2'	X12*	27020			
	Styleside Supercab XLT 8'	X12*	27320			
	Style S-Cab FX4 5 1/2' (4WD)	X14	31885			
	Style S-Cab FX4 6 1/2' (4WD)	X14	32185			
	Styleside Supercab Lariat 5 1/2'	X12*	29450			
	Styleside Supercab Lariat 6 1/2'	X12*	29750			
	Flareside Supercab STX 6 1/2'	X02*	25360			
	Flareside Supercab XLT 6 1/2'	X02*	27865			
	Flare S-Cab FX4 6 1/2' (4WD)	X04	33030			
2004 F150 SUPERCREW PICKUP-1/2 Ton-V8						
	SuperCrew XLT 5 1/2'	W12*	\$29020	5210		Mileage Class: III
	SuperCrew FX4 5 1/2' (4WD)	W14	34185			
	SuperCrew Lariat 5 1/2'	W12*	32115			
2004 F250 SUPER DUTY PICKUP-3/4 Ton-V8						
	Styleside XL 8'	F20*	\$21690	5411		Mileage Class: III
	Styleside Supercab XL 6 3/4'	X20*	23825	5604		
	Styleside Supercab XL 8'	X20*	24025	5765		
	Styleside Crew Cab XL 6 3/4'	W20*	25235	5840		
	Styleside Crew Cab XL 8'	W20*	25435	5985		
2004 F350 SUPER DUTY PICKUP-1 Ton-V8						
	Styleside XL 8'	F30*	\$22145	5405		Mileage Class: III
	Styleside Supercab XL 6 3/4'	X30*	24665	5598		
	Styleside Supercab XL 8'	X30*	24865	5759		
	Styleside Crew Cab XL 6 3/4'	W30*	25945	5834		
	Styleside Crew Cab XL 8'	W30*	26145	5978		
F SERIES PICKUP OPTIONS						
	Add FX4 Off-Road Pkg. (Super Duty)					
	Add Harley Davidson Trim (Super Duty)					
	Add King Ranch Trim (Super Duty)					
	Add Lariat Trim (Super Duty)					
	Add XLT Trim (Heritage, Super Duty)					
	Add 4 Wheel Drive (Std. F150 FX4)					
	Add 6.0L V8 Turbo Diesel Engine					
	Add 6.8L V10 Engine					
	Add 7700 Payload Pkg. (F150 Heritage)					
	Add Aluminum/Alloy Wheels (XL)					
	Add Audiophile Stereo System					
	Add Compact Disc Player (XL)					
	Add Dual Rear Wheels					
	Add Heavy Duty Payload Pkg. (F150)					
	Add Leather Seats (Std. Lightning, Lariat)					
	Add Power Seat (Std. Lightning, Lariat)					
	Add Power Sunroof					
	Add Rear Bucket Seats (Super Duty)					
	Add Rear Entertainment System					
	Add Theft Recovery System					
	Deduct V6 Engine					
	Deduct W/out Air Conditioning					
	Deduct W/out Automatic Trans.					

SEE TRUCK SECTION PAGE 2 FOR ADDITIONAL OPTIONS
MIDWEST EDITION - OCTOBER 2004

TRUCKS

Trade-In	BODY TYPE	Model No.	M.S.R.P.	Weight	Loan	Retail
Deduct W/out Cruise Control						
Deduct W/out Tilt Steering Wheel						
* 1, 3, 4, or 8 as the 3rd position of the model # denotes 4WD						
FORD						
2003 ESCAPE-V6						
						Mileage Class: II
	13000 Utility 4D XLS	U02	\$18800	3019		11700 15550
	14600 Utility 4D XLT	U03	22335	3181		13150 17275
	16600 Utility 4D Limited	U04	25460			14950 19400
	14800 Utility 4D XLS (4WD)	U92	21985	3175		13325 17475
	16400 Utility 4D XLT (4WD)	U93	23960	3346		14775 19175
	18400 Utility 4D Limited (4WD)	U94	26910			16575 21450
	300 Add Aluminum/Alloy Wheels (XLS)					300 350
	450 Add Leather Seats (Std. Limited)					450 500
	275 Add MACH Stereo System (Std. Limited)					275 325
	550 Add Power Sunroof					550 625
	75 Add Theft Recovery System					75 100
	725 Deduct 4 Cyl. Engine					725 725
	575 Deduct W/out Automatic Trans.					575 575
	200 Deduct W/out Cruise Control					200 200
2003 EXPLORER SPORT TRAC-1/2 Ton-V6						
						Mileage Class: II
	17375 Utility 4D XLS	U67	\$22355	4139		15650 20350
	18375 Utility 4D XLT	U67	24115	4128		16550 21425
	19175 Utility 4D XLS (4WD)	U77	25125	4352		17275 22275
	20175 Utility 4D XLT (4WD)	U77	26885	4342		18175 23325
2003 EXPLORER-1/2 Ton-V6						
						Mileage Class: II
	12450 Wagon 2D Sport XLS	U60	\$21505	3898		11225 14975
	13450 Wagon 2D Sport XLT	U60	23340	3887		12125 16050
	14925 Wagon 4D XLS	U62	25970	4286		13450 17600
	17175 Wagon 4D XLT	U63	28745			15475 20150
	20325 Wagon 4D Eddie Bauer	U64	32670			18300 23500
	20625 Wagon 4D Limited	U65	33695			18575 23825
	14050 Wagon 2D Sport XLS (4WD)	U70	24525	4088		12650 16675
	15050 Wagon 2D Sport XLT (4WD)	U70	26360	4078		13550 17750
	16525 Wagon 4D XLS (4WD/AWD)	U72/82	27845	4434		14875 19325
	18775 Wagon 4D XLT (4WD/AWD)	U73/83	30710			16900 21850
	21925 4D Eddie Bauer (4WD/AWD)	U74/84	34635			19750 25200
	22225 4D Limited (4WD/AWD)	U75/85	35660			20025 25525
EXPLORER SPORT TRAC/EXPLORER OPTIONS						
	450 Add NBX Package (XLT)					450 500
	275 Add 3rd Row Seat					275 325
	500 Add 4.6L V8 Engine					500 575
	450 Add Leather Seats (Std. Eddie Bauer, Ltd.)					450 500
	275 Add Pioneer/Audiophile Stereo (Std. E. Bauer, Ltd.)					275 325
	200 Add Power Seat (Std. U63/73/83, E. Bauer, Ltd.)					200 225
	550 Add Power Sunroof					550 625
	275 Add Rear Air Conditioning					275 325
	550 Add Rear Entertainment System					550 625
	75 Add Theft Recovery System					75 100
	575 Deduct W/out Automatic Trans.					575 575
	200 Deduct W/out Cruise Control					200 200
	150 Deduct W/out Tilt Steering Wheel					150 150
2003 EXPEDITION-1/2 Ton-V8						
						Mileage Class: III
	21100 Utility XLT	U15	\$30555	5267		19000 24325
	26225 Utility Eddie Bauer	U17	37050			23625 29775

SEE TRUCK SECTION PAGE 2 FOR ADDITIONAL OPTIONS
MIDWEST EDITION - OCTOBER 2004

EXHIBIT C

In Re:
Redline Performance Products Inc,
Debtor,

Case No. 04-44835
Chapter 7 Case

VERIFICATION FOR MOTION FOR RELIEF FROM STAY

I, Jack Champagne, 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 no. 36310983.
2. The Debtor owes the Creditor \$40,817.52, payoff amount as of October 7, 2004, plus accrued unpaid interest thereon since that date. The monthly loan payment is \$857.93. As of October 7, 2004, the loan payments are in arrears \$2,573.79 for payments owing since August 1, 2004.
3. The debt owed to the Creditor is secured by a perfected lien on a 2004 FORD F350 SUPERDUTY 4WD TRUCK. The current NADA published retail value of the collateral is \$ NOT AVAILABLE - TOO NEW.
4. 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".
5. Loan documents require insurance be maintained to protect the Creditor's interest in the collateral. No evidence of insurance has been provided since filing.

Dated: 10-12-04


 Jack Champagne
 Ford Motor Credit Company
 National Bankruptcy Svc Center
 P.O. Box 537901
 Livonia, MI 48153-7901

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:
Redline Performance Products Inc,
Debtor,

Case No. 04-44835
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 Debtor's possession or control.

The total net balance due on the Contract is \$40,817.52 as of October 7, 2004. On information and belief, the collateral has a market value of \$38,500.00. It is too new to have a published used vehicle price.

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 in that the Debtor has failed to comply with the Contract provision requiring Debtor to supply Movant with evidence of collateral insurance. On information and belief, the Debtor has failed to maintain such 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 1, 2004.
- Failure to make payments due post petition under the Contract.

- 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 (Bkrtcy. D.N.H. 1983). In the present case, the balance due Movant on the Contract is \$40,817.52. 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: October 12, 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:
Redline Performance Products Inc,
Debtor,

Case No. 04-44835
Chapter 7 Case

UNSWORN CERTIFICATE OF SERVICE

I, Linda Jeanne Jungers, declare under penalty of perjury that on October 13, 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.

Redline Performance Products Inc
1120 Wayzata Blvd E #200
Wayzata, MN 55391

Heather B Thayer
FREDRIKSON & BYRON PA
200 South Sixth St #4000
Minneapolis, MN 55402

Brian F. Leonard
Chapter 7 Trustee
100 S 5th St #1200
Minneapolis, MN 55402

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

Clinton P Hansen
for Woodhead Industries
FAGELHABER LLC
55 East Monroe, 40th Floor
Chicago, IL 60603

Executed on: October 13, 2004

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

04-04154-0

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:
Redline Performance Products Inc,
Debtor,

Case No. 04-44835
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 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 Ford Motor Credit Company to repossess and sell the
2004 FORD F350 SUPERDUTY 4WD DIESEL TRUCK, VIN 1FTWW33P04EB05875
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