

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA

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In re:

Case No. 04-45205-RJK

Kenneth Eato and  
Nancy Eato

NOTICE OF HEARING AND  
MOTION FOR RELIEF FROM  
AUTOMATIC STAY

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Debtor(s).

Chapter 7 Case

TO: The Debtor above-named and other entities specified in Local Rule 9013-3.

**NOTICE OF HEARING AND MOTION**

1. Twin City Co-ops Federal Credit Union, hereafter the Movant, a creditor in the above case, by the undersigned, moves the Court for the relief requested below and gives notice of hearing.

2. The court will hold a hearing on this motion at 2:00 p. m. on October 14, 2004, in Courtroom No. 8 West, U. S. Bankruptcy Court, U. S. Courthouse, 300 South Fourth Street, Minneapolis, Minnesota.

3. Any response to this motion must be filed and delivered not later than 2:00 p. m. on October 8, 2004, which is three days before the time set for the hearing (excluding Saturdays, Sundays, and holidays), or filed and served by mail not later than October 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, Bankruptcy Rule 5005 and Local Rule 1070-1. This proceeding is a core proceeding. The petition commencing this chapter 7 case was filed or converted on 09/16/04. The case is now pending in this court.

5. This motion arises under 11 U. S. C. § 362 (d) and Bankruptcy Rule 4001. This motion is filed under Bankruptcy Rule 9014 and Local Rules, Rule 9006-1, and Rules 9013-1 to 9013-3. Movant requests relief from the automatic stay with respect to the following property (the collateral):

**2002 Volvo Wagon, VIN YV1SZ58D511003128.**

6. Debtors are in default under the note, line of credit agreement and Visa credit agreement and security agreement respecting this collateral. Debtors have failed to make payment or propose future payment arrangements on the outstanding obligation since the filing of the petition. Debtors have not offered to redeem the collateral from Movant. Debtors have failed to surrender the collateral to Movant.

7. Debtors have no equity in the collateral and it is not necessary to a reorganization of Debtors' debt.

8. Movant does not have, and has not been offered, adequate protection in the collateral.

9. If oral testimony is necessary as to relevant facts, Julius Lee, 2025 Larpenteur Avenue W, Falcon Heights, Minnesota, will testify for Movant.

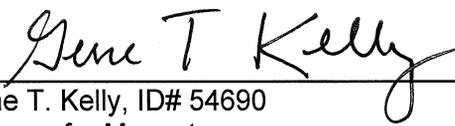
WHEREFORE, Twin City Co-ops Federal Credit Union, by its undersigned attorney, moves the Court for an Order as follows:

(1) granting relief from the automatic stay with respect to the collateral, or in lieu thereof, an order granting the Movant such adequate protection of its interest in the collateral as provided under § 361 of the Bankruptcy Code; and

(2) determining that Rule 4001(a)(3), Federal Rules of Bankruptcy Procedure, is not applicable so that Movant may immediately enforce and implement the Order granting relief from the automatic stay; and

(3) such other relief as the Court deems just and equitable.

Date: September 27, 2004

  
Gene T. Kelly, ID# 54690  
Attorney for Movant  
1515 One Financial Plaza  
120 South 6th Street  
Minneapolis, MN 55402  
(612) 332-5890



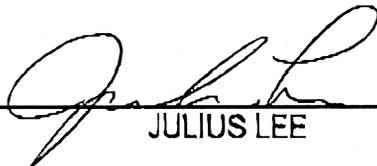
4. Debtors above named are indebted to Movant in the amount of \$9,880.33 pursuant to the terms of a Visa credit agreement. A copy of the Visa credit terms is attached hereto as Exhibit C and incorporated herein by reference.

5. The Note, Line of Credit and Visa credit agreement are secured by the following property (hereafter the collateral): 2002 Volvo Wagon, VIN YV1SZ58D511003128. A copy of Confirmation of Lien Perfection is attached as Exhibit D and is incorporated herein by reference.

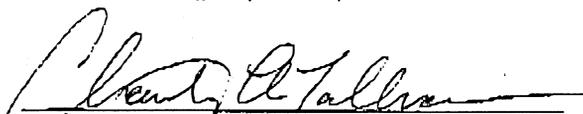
6. Debtors are in arrears to Movant for installment payments due under the Note, Credit Line and Visa credit agreement. No payment has been received on account since the filing of the bankruptcy petition herein.

7. Debtors have no equity in the collateral. The balance due on the three agreements secured by the collateral is in excess of \$37,000.00. The retail value of the collateral as stated by the Debtors in their schedules is \$22,425.00.

8. Debtors continue to use the collateral, subjecting it to wear and tear, and thereby cause the property to depreciate in value.

  
\_\_\_\_\_  
JULIUS LEE

Subscribed and sworn to before me  
on this 24th day of September, 2004

  
\_\_\_\_\_  
Notary Public





**TWIN CITY CO-OPS**  
**FEDERAL CREDIT UNION**  
 (612) 215-3500

*Auto*

Please read front and back before signing.  
**DISCLOSURE STATEMENT, LOAN AGREEMENT,  
 AND SECURITY AGREEMENT**  
 IN THESE AGREEMENTS, THE WORDS "YOU", AND "YOUR" AND "YOURS"  
 MEAN ALL THOSE NAMED AS BORROWER(S).

BORROWER(S) NAME AND ADDRESS  KENNETH W EATO  NANCY EATO 1950 WHITETAIL RIDGE CT EXCELSIOR MN 55331-9099	DATE OF LOAN 12/20/00	ACCOUNT NUMBER 0000149183
	CHECK NUMBER 0063567472	MATURITY DATE 12/20/07
	LOAN NUMBER	Loan ID 23

**TRUTH-IN-LENDING DISCLOSURE**

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
THE COST OF YOUR CREDIT AS A YEARLY RATE.  7.990%	THE DOLLAR AMOUNT THE CREDIT WILL COST YOU.  10,170.32	THE AMOUNT OF CREDIT PROVIDED TO YOU OR ON YOUR BEHALF.  32,925.00	THE AMOUNT YOU WILL HAVE PAID AFTER YOUR HAVE MADE ALL PAYMENTS AS SCHEDULED.  43,095.32

Your Payment Schedule (If Paid Exactly As Shown) Will Be:

NUMBER OF PAYMENTS	AMOUNT OF PAYMENTS	WHEN PAYMENTS ARE DUE
83	513.05	Monthly beginning 01/20/01
1	512.17	Final payment due 12/20/07

THE ANNUAL PERCENTAGE RATE SHOWN ABOVE IS: <b>Fixed for the term of the loan</b>	YOU ARE GIVING A SECURITY INTEREST IN: <b>Goods or property being purchased</b>
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VARIABLE LOAN RATE (if indicated above): The ANNUAL PERCENTAGE RATE will be changed each quarter effective on January 1st, April 1st, July 1st and October 1st (The "Change Date"). The interest rate on your loan may increase if the highest Share Savings rate (The "index Rate") increases. A Margin of Two (2) Percentage points is added to the index in effect on the change date for loans with original balances of \$2,000 and greater; for loans with original balances less than \$2,000, a Margin of Three (3) Percentage points is added to the index in effect on the change date. (The ANNUAL PERCENTAGE RATE does not take into account your required deposit). The interest rate cannot be greater than 18% per year. The effect of an increase or decrease in the ANNUAL PERCENTAGE RATE will be to increase or decrease the number of payments required to pay the balance in full. SEE REVERSE FOR ADDITIONAL INFORMATION ON VARIABLE RATE LOANS, INCLUDING AN EXAMPLE SHOWING THE EFFECTS OF AN INTEREST RATE INCREASE.

YOU DO NOT request Single Credit Life Insurance. YOU DO NOT request Joint Credit Life Insurance. YOU DO NOT request Credit Disability Insurance.	X <u>NE</u> / <u>NE</u> X <u>NE</u> / <u>NE</u> X <u>NE</u> / <u>NE</u>
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**CREDIT INSURANCE:** Credit Life Insurance and Credit Disability Insurance are not required to obtain credit and will not be provided unless I initial or sign the request above and agree to pay the additional premium cost.

**PREPAYMENT:** If you pay off the loan early, you will not have to pay a penalty, and you will not be entitled to a refund of part of the Finance Charge.  
**LATE CHARGE:** A Late Charge of \$10.00 or 5% of your monthly loan payment, whichever is greater, may be imposed on all loan payments received more than 10 days after the due date.

See your Contract Documents for any additional information about non-payment, default, any required payment in full before the scheduled date, and repayment, refunds or penalties.

<b>SECURITY:</b> You are giving interest in: <input checked="" type="checkbox"/> All shares and deposits (see reverse). 2001 VOLVO V70XC WAGON VIN: YV1SZ58D511003128	<b>Property Insurance:</b> You may obtain property insurance from anyone you want that is acceptable to the credit union. Read attached "Agreement To Provide Accidental Physical Damage Insurance" X <u>Kenneth W Eato</u> X <u>Nancy Eato</u>
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ITEMIZATION OF AMOUNT FINANCED	Amount paid to others on your behalf:	
Amount Given to You Directly	0.00	BORTON VOLVO 32,925.00
Amount Paid on Your Account	0.00	
Prepaid Finance Charge	0.00	

*Ex A  
P. 1*

By signing below or by endorsing/negotiating the check number above, you agree and acknowledge receipt of the terms and conditions of the disclosure statement above, and the loan and security agreement located on the reverse side. If there is more than one borrower, all agree that all said terms and conditions shall apply to all of them jointly and severally.

GUARANTORS/COSIGNERS - SEE NOTICE ON REVERSE SIDE BEFORE SIGNING

ANY FAX TRANSMISSION OF MY SIGNATURE MAY BE HELD EQUALLY ENFORCEABLE AS MY GENUINE SIGNATURE

X <u>Nancy Eato</u>	12/20/00	X <u>Kenneth Eato</u>	12/20/00	X _____	_____
Borrower	Date	Co-Borrower	Date	Guarantor/Co-Maker/Collateral Owner	Date

# LOAN AND SECURITY AGREEMENT

In these agreements the words "YOU", "YOUR", and "YOURS", mean all those named as borrower(s), "WE", "US", and "OUR" mean the Credit Union.

## LOAN AGREEMENT

- A. You, the borrower, promise to pay to the Credit Union or our order all monies borrowed in connection with this loan, plus a Finance Charge according to the terms disclosed in the Truth-in-Lending Disclosure. You further agree to the following:
- B. REPAYMENT. All monies repaid will be applied first to pay insurance charges, if any, Finance Charges and then to the unpaid principal balance.
- C. VARIABLE RATE LOANS. If this is a variable rate loan as indicated on the face, the FINANCE CHARGES will be computed using a variable interest rate which will change from time to time as described herein.
- (1) EFFECTIVE DATE FOR RATE CHANGES. The ANNUAL PERCENTAGE RATE at which interest is computed will be changed each quarter, effective on January 1st, April 1st, July 1st, and October 1st (The "Change Date"). Adjustments to the ANNUAL PERCENTAGE RATE will be made in accordance with changes in the index as described in the next paragraph.
- (2) THE INDEX. The index shall be the highest Share Savings Account rate.
- (3) HOW THE ANNUAL PERCENTAGE RATE IS CALCULATED. The new ANNUAL PERCENTAGE RATE will be determined by adding the margin shown on the reverse side to the index rate in effect on the last change date.
- (4) LIMITATION ON ADJUSTMENT TO THE ANNUAL PERCENTAGE RATE. The rate shall never be greater than 18%.
- (5) EFFECT ON INTEREST RATE INCREASE OR DECREASE. When the ANNUAL PERCENTAGE RATE increases, this has the effect of increasing the number of payments required to pay the balance in full. When the ANNUAL PERCENTAGE RATE decreases, fewer payments may be required to pay the balance in full. For example: If your loan is for \$10,000, with an initial ANNUAL PERCENTAGE RATE of 13%, a term of 60 months, and a payment of \$227.59 and the rate increases by 1% after the first year, you would pay 22 more payments at the same amount.
- D. PLEDGE OF SHARES. You pledge to us and give us a security interest in all shares and/or deposits now or in the future held on your behalf in the Credit Union. This pledge of shares and/or deposits is in addition to any shares described as "share secured" on the reverse side by amount and account number. This lien on shares and/or deposits shall not apply to funds held in an IRA or KEOGH ACCOUNT in the event of your default you agree that we may apply all shares and/or deposits on hand to the repayment of your debt.
- E. DEFAULT. If you die or you fail to make any payment to us or you do not meet any condition of this agreement or any other agreement you make with us, we may, at our option, and without notice to you, declare the entire balance immediately due. You will also be in default: 1. If any other creditor tries by legal process to take any money or property of yours; or 2. If you don't use the money we loaned you for the purpose stated in your application; or 3. If you have made a misrepresentation or misstatement in obtaining the loan from us; or 4. If you file chapter 7, 11 or 13 bankruptcy; or 5. Anything else which causes the Credit Union to reasonably believe that it will have difficulty collecting the amount due. You agree to pay us at that time any unpaid principal balance along with the Finance Charge due, insurance charges, if any, and any costs of collection, including but not limited to reasonable attorney's fees. We may accept late payments or partial payments without losing any rights under this agreement. You agree the Annual Percentage Rate set forth on the reverse shall continue to apply to the principal outstanding after default.
- F. LATE CHARGE. We may impose a Late Charge on delinquent loan payments, as disclosed in the Truth-in-Lending Disclosure on the reverse.
- G. DEBTOR PROMISES. You promise to notify us of any change in your name, address or employment. You promise not to apply for a loan if you know there is a reasonable probability that you will be unable to repay your obligation according to the terms of the credit extension. You promise to inform us of any new information which relates to your ability to repay your obligation. You promise not to submit false or inaccurate information or willfully conceal information regarding your credit worthiness, credit standing or credit capacity. You promise that any collateral securing this loan will not be moved from your address shown on the reverse side without our permission.
- H. IRREGULAR PAYMENTS. We can accept late payments or partial payments even though marked "payment in full" without losing any of our rights under this agreement.
- I. COLLECTION COST AND PLACE OF SUIT. If we have to engage an attorney to collect this loan, you agree to pay reasonable attorney's fees and court costs. In the event of suit, you agree that we may sue you in the place where our office is located where this agreement was entered into.
- J. ADDITIONAL PROVISIONS. Each provision of this agreement must be considered a part of the total agreement, and cannot in any way be severed from it. However, you also agree that should any part of the agreement be found invalid, it will in no way affect the remainder of the agreement.
- K. GOVERNING LAW. You understand and agree that this agreement is made in Minnesota and shall be governed by the laws of the State of Minnesota to the extent that Minnesota law is not inconsistent with controlling Federal law. You also understand that Minnesota's choice of law rules shall not be applied if that would result in the application of non-Minnesota law.
- L. Your signing and endorsing any checks or drafts issued under this agreement or your use of the proceeds of this loan shows your acceptance of its terms and conditions.

## SECURITY AGREEMENT

As security for this loan you pledge to us all present and future shares and/or deposits in any account you have with us. If you are in default, we may use these shares and deposits to repay any monies which you owe to us. Funds held in an IRA or KEOGH ACCOUNT may not be used as collateral for a loan.

To protect us in case you default on your loan, you give us a security interest in the property (Collateral) described on the reverse. This security interest will cover both the property listed, and any additions you may make to it, as well as the proceeds from the sale of the property. You agree that this collateral secures this debt and debts you may have now or in the future with us, and collateral securing other loans also secures this loan. This cross-collateral agreement does not apply to any property used as your dwelling.

You certify that you are the owner of the property, and there is no one else with an interest in it or claim against it, and that you will not allow anyone else to obtain an interest in the property until our loan is repaid.

You will pay all taxes due on the property, keep it free from liens and maintain it in good condition. You further agree to: a) help us to protect our rights to the collateral, b) not change the location of the collateral, and c) not use the collateral in a reckless or unlawful manner.

You will maintain insurance on the property in a form and amount satisfactory to us and will supply us with proof of such insurance and agree to make any insurance policy payable to us. If, for any reason, the policy insuring the property described is cancelled, you agree that we have a right to any refund from the insurance company. If you fail to maintain required insurance, we may, but are not required to, obtain such insurance and add the cost incurred to your outstanding balance. This cost shall bear interest at the agreed rate of Finance Charge. We may demand immediate payment of any such advances, or at our option, adjust your payment amount to cover advances made by us.

If you are in default and we choose to repossess the property, you will deliver the property to us at the time and place of our selection. We may repossess the property without prior notice and without legal process. You understand and agree that we are not responsible for any of your personal property left inside the collateral at the time of repossession. After we have taken possession of the collateral, we may sell it and apply the proceeds of the sale to the unpaid balance of your loan, plus the Finance Charge owing, and any expenses we have incurred when taking possession of the property. If the proceeds of the sale do not cover the sums owed, you will be liable for the difference. If the proceeds of the sale exceed the sum owed, you will be entitled to the excess. Prior to holding any sale, however, we agree to give you reasonable and legal notice of the date of public sale or the date after which we will be free to have a private sale.

We may delay enforcing any of our rights under this agreement any number of times without losing them. We may enforce this agreement against your heirs and legal representatives. If we agree to change the terms of your loan, you agree that this security interest will remain in force to protect us.

## GUARANTEE

By signing as guarantor on the opposite side of this note, I guarantee the payment of this note. I also agree that all other terms of the note will apply to me.

Ex A  
P. 2

### NOTICE TO COSIGNER

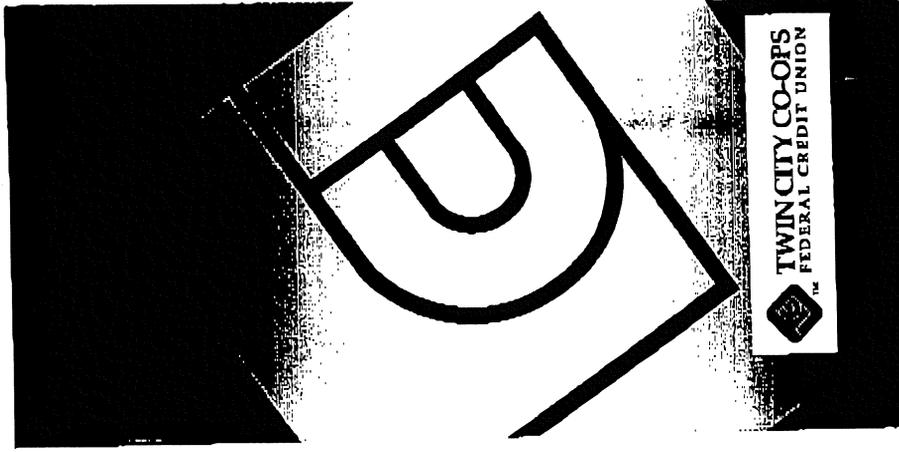
You (the cosigner) are being asked to guarantee this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility.

You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay late fees or collection costs, which increase this amount.

The creditor can collect this debt from you without first trying to collect from the borrower. The creditor can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may become part of your credit record.

This notice is not the contract that makes you liable for the debt.

# Revolving Credit Line Disclosures



In your letter, give us the following information:

- Your name and account number.
  - The dollar amount of the suspected error.
  - Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.
- If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three (3) business days before the automatic payment is scheduled to occur.

### Your Rights and Responsibilities After We Receive Your Written Notice

We must acknowledge your letter within 30 days, unless we have contacted the error by then. Within 90 days, we must either correct the error or explain why we believe the statement was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your statement that are not in question.

If we find that we made a mistake on your statement, you will not have to pay any finance charges related to any questioned amount. If we did not make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe, and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten (10) days asking us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your statement was correct.

19. **Termination by Cardholder.** You may terminate your loan account at any time at your option.

20. **Modification of Amendment.** The Credit Union reserves the right to amend this Revolving Credit Line Agreement to comply with local, state and federal laws and to refuse any request for a loan at any time for any reason not prohibited by law or to terminate your agreement as provided in paragraph 18. If this Revolving Credit Line Agreement is amended or your loan account is terminated by the Credit Union, you shall receive written notice of such amendment or termination. Any amendment or termination shall not affect your obligation to repay any amounts due on your loan account.

21. **Waivers.** You and any other persons who have obligations under this Revolving Credit Line Agreement waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Credit Union to demand payment of amounts due. "Notice of dishonor" means the right to require the Credit Union to give notice to any persons who may be liable for amounts due on the loan account that the Credit Union demanded payment of amounts due on the loan account and that such payment was refused or could not be paid. You agree that the failure of the Credit Union to exercise any of its rights under this Revolving Credit Line Agreement shall not be deemed to be a waiver of such right or any other right available to the Credit Union hereunder.

22. **Investigation.** You authorize the Credit Union from time to time as a deems necessary to make inquiries pertaining to your employment, credit standing and financial responsibility.

23. **Governing Law.** This Revolving Credit Line Agreement shall be governed in all respects, including validity, interpretation and enforcement, by federal law and the law of the State of Minnesota, without regard to its conflict of law principles. The validity or enforceability of any provision of this Revolving Credit Line Agreement under applicable law shall not affect, modify or impair the validity and enforceability of all other provisions hereof. In addition, you agree that we may sue you in the county in which our principal office is located.

### Your Billing Rights

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act. Please retain this notice with your other important papers for future reference.

### Notify Us in Case of Errors or Questions About Your Statement

If you think your statement is wrong, or if you need more information about a transaction, write us on a separate sheet at Twin City Co-ops Federal Credit Union, 2600 Arthur Street, Rosedale, MN 55113-1300. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first statement on which the error or problem appeared. You may telephone us, but doing so will not preserve your rights.

09/24/04 20040924

Ex B  
p.2

### Revolving Credit Line Agreement and Disclosure Statement

The purpose of this Revolving Credit Line Agreement and Disclosure Statement ("Revolving Credit Line Agreement") is to establish the terms and conditions for use of the revolving credit line and to provide you with certain disclosures required by law.

This Revolving Credit Line Agreement (the words "we" or "us" or "us" mean The City Co-ops Federal Credit Union or its successors and assigns. The words "Letter of Approval" mean the letter which accompanies this Revolving Credit Line Agreement and which sets forth the terms and conditions of the Revolving Credit Line and informs you of your approved credit limit.

The words "you" or "your" mean each person who has applied for a revolving credit line plan or who accesses loans under such a plan.

The words "loan" or "loan account" mean your revolving credit line plan with The City Co-ops Federal Credit Union. The words "loan" or "loans" or "loan advance" mean any funds advanced under the plan to you and we understand and agree as follows:

1. **Application.** You have applied for a loan account which will provide you with a Revolving Credit Line that you can use from time to time and which may be replenished by payment of amounts previously drawn on such Revolving Credit Line. The plan allows you to access your Revolving Credit Line by visiting our office and accessing your Revolving Credit Line at a Credit Union branch from which you wish to borrow. You may also access your credit available in your loan account and instructing him or her, if you are a member, to meet it to you. You may also access your Revolving Credit Line with convenience checks that can be provided to you upon request, by calling ACCESS, TOLL FREE, 1-800-855-8555, or through "TOLL FREE" Internet Banking System, or through "TOLL FREE" Internet Banking System, or through "TOLL FREE" Internet Banking System, or through "TOLL FREE" Internet Banking System. In addition, your loan account will provide you with overdraft checking protection by allowing the Credit Union to automatically access your Revolving Credit Line to advance funds to your Credit Union checking account when a check or electronic debit is presented for payment and there are insufficient funds in your checking account.
2. **Approval and Use.** The Twin City Co-ops Federal Credit Union Board of Directors has approved your application for a loan account. You will be bound by all the terms and conditions of this Revolving Credit Line Agreement. If you access the Revolving Credit Line in your loan account, you shall be deemed to have accepted all of the terms stated in this Revolving Credit Line Agreement.
3. **Prepayment.** You may pay the balance of your loan account in full or in part at any time without penalty except that you must pay the minimum periodic payments that are required under paragraph 6, regardless of any prepayments, as long as any loan balance exists in your loan account.

9. **Late Fees.** A late fee of \$10.00 or 5% of your monthly loan payment, whichever is greater, may be imposed on all loan payments received more than 10 days after the due date.

10. **Direct Payment Authorization.** Unless you instruct the Credit Union to the contrary at the time you submitted your application or on the date of each loan advance, the Credit Union may, at its discretion, debit your loan account in whole or in part by the 10th day of each month, to automatically deduct from your Credit Union checking account that portion of the minimum payment which you failed to pay.

11. **Collection Costs.** You agree to pay all costs, including reasonable attorney's fees and court costs, incurred by the Credit Union in trying to collect any amounts you owe on your loan account or in enforcing the terms and conditions of this Revolving Credit Line Agreement.

12. **Obligations for All Persons Under this Agreement.** Each person who has applied and been approved for the loan account, each person who is a guarantor, surety or endorser on the loan account and each successor guarantor, surety or endorser will be fully and personally obligated to keep all of the promises made in this Revolving Credit Line Agreement, including the promise to pay the full amount owed for loans advanced under your loan account and to pay any fees or charges incurred by the Credit Union in collection of amounts due on your loan account. The Credit Union may enforce its rights under this Revolving Credit Line Agreement against you, individually, or against you and all other persons who have applied and been approved for the loan account or who are acting as a guarantor, surety or endorser. This means that any one of you may be required to pay all of the amounts owed on the loan account and each guarantor, surety or endorser shall be the agent for the other and shall be responsible for all loans made under the loan account, whether made with or without its or her knowledge.

13. **Other Terms and Changes.** You will comply with other terms established by the Credit Union's Board of Directors that are necessary to protect the best interests of the Credit Union or to comply with applicable federal and state laws and regulations, except that the Credit Union may not assess any other charges to which you have not expressly agreed.

14. **Default.** If you do or you fail to make any payment to us or you do not meet any condition of this agreement or any other agreement you make with us, we may, at our option, and without notice to you, declare the entire balance immediately due. You will also be in default if: (1) any other creditor files by legal process to take any money or property of yours; or (2) if you have made a restructuring, liquidation or misstatement in obtaining the loan from us; or (3) if you have violated Chapter 7, 11, or 13 bankruptcy; or (4) anything else which causes the Credit Union to reasonably believe that it will have difficulty collecting the amount due.

15. **Security for Amounts Due.** To provide the Credit Union security for payment and performance of all of your obligations under this Revolving Credit Line Agreement which may require that you pledge all of your shares and deposits and interests therein which you now have or hereafter may have in the Credit Union, if any amounts due on your account including amounts which fall on any and all of your shares, deposits and interests in the Credit Union to apply the terms of paragraph 10, you authorize the Credit Union to apply the lien on any and all of your shares, deposits and interests in the Credit Union. However, the Credit Union will not place a lien on your shares or deposits held pursuant to an individual Retirement Account or self-employed plan under the Internal Revenue Code on any other deposits which then rights would disqualify deposits from special benefits or preferences provided under Internal Revenue Code.

16. **Other Collateral Pledged to Credit Union.** Except with respect to a security interest in your principal residence, if you fail to pay any amounts due under this Revolving Credit Line Agreement, the Credit Union shall have the right, in addition to any other rights provided in this Revolving Credit Line Agreement, to apply the proceeds of collateral that is now or hereafter pledged to the Credit Union to secure payment of other indebtedness with the Credit Union, payment of any and all amounts due on your loan account.

17. **Overdraft Checking.** Except as discussed hereafter, the Credit Union will transfer funds in your increments from your loan account to your Credit Union checking account whenever a check or electronic debit presented for payment against your Credit Union checking account would reduce the balance in your checking account below zero. The amount of any funds which are so advanced on the day of each advance and will accrue a FINANCE CHARGE as other loans. Funds will be advanced automatically in an amount sufficient to bring your Credit Union checking account balance to zero after payment of the check or electronic debit. If the amount of funds necessary to bring your checking account balance above zero after payment of the check or electronic debit would exceed your credit limit or if the advance of funds would cause your credit limit to be exceeded, the Credit Union will not advance funds to bring your checking account balance above zero after payment of the check or electronic debit. If the amount of funds necessary to bring your checking account balance above zero after payment of the check or electronic debit would exceed your credit limit or if the advance of funds would cause your credit limit to be exceeded, the Credit Union will not advance funds to bring your checking account balance above zero after payment of the check or electronic debit. If the amount of funds necessary to bring your checking account balance above zero after payment of the check or electronic debit would exceed your credit limit or if the advance of funds would cause your credit limit to be exceeded, the Credit Union will not advance funds to bring your checking account balance above zero after payment of the check or electronic debit. If the amount of funds necessary to bring your checking account balance above zero after payment of the check or electronic debit would exceed your credit limit or if the advance of funds would cause your credit limit to be exceeded, the Credit Union will not advance funds to bring your checking account balance above zero after payment of the check or electronic debit.

18. **Termination by Credit Union.** The Credit Union's Board of Directors may terminate your loan account and declare any amounts thereunder immediately due and payable under all following conditions:

- (a) upon the advance re-evaluation of your credit worthiness upon your failure to satisfy the terms of this Revolving Credit Line Agreement or the terms and conditions established by the Credit Union's Board of Directors; or
- (b) upon your default under any other security agreement entered into in connection with a transaction with the Credit Union; or
- (c) if you die; or
- (d) at the Credit Union's option, if it has other good cause.

Ex B  
p. 1



## VISA REVOLVING CARD AGREEMENT & DISCLOSURE STATEMENT

The purpose of this Visa® Credit Card Agreement and Disclosure Statement ("Visa® Agreement") is to establish the terms and conditions for use of the Visa® Credit Card revolving line of credit and to provide you with certain disclosures required by law.

In this Visa® Agreement the words "we" or "our" or "us" or "Credit Union" mean Twin City Co-ops Federal Credit Union or its successors and assigns.

The words "you" or "your" mean each person who has applied for a Visa® Credit Card or who uses the card or duplicate credit card.

The word "card" means your Visa® Credit Card and duplicates of said card. The word "account" means your Visa® Credit Card revolving credit account with Twin City Co-ops Federal Credit Union. The word "check" means your Visa® Checks issued that enable you to access your account.

The words "Credit Purchase" mean goods and services which may be purchased or leased by means of the card from any retail business establishment which honors the card upon the execution of a sales slip evidencing such Credit Purchase and your account number.

The words "Visa® Cash Advance" means loans which may be obtained through the use of the card upon execution by you, written request on a form furnished by Issuer, or an authorized Visa® representative or issuance of a Visa® check.

You and we understand and agree as follows:

- 1. Application.** You have previously applied for a line of credit that you can use from time to time and which may be accessed through means of a Visa® Credit Card and may be replenished by payment of amounts previously drawn on such line of credit.
- 2. Approval and Use.** Twin City Co-ops Federal Credit Union has approved your application for a card. You will soon be sent a new Visa® Credit Card. Any use of the line of credit made available to you through your account will cause you to be bound by all of the terms and conditions of this Visa® Agreement. Upon receipt of your new Visa® Credit Card, any use of it thereafter shall constitute your acceptance of all of the terms stated in this Visa® Agreement.
- 3. Prepayment.** You may pay the balance of your account in full or in part at any time without penalty except that you must pay the minimum periodic payments that are required under paragraph 8.
- 4. Credit Limit and Repayment.** Your credit limit will be determined by the Credit Union and this credit limit will be drawn upon as you utilize your Visa® Account. You must repay all credit that you access from your account in accordance with the terms and conditions of this Visa® Agreement, those issued by Visa® U.S.A., Inc. and any policies established by the Credit Union's Board of Directors. The card is not transferable and will at all times remain the property of the Credit Union and must be surrendered immediately upon demand by any authorized representative of the Credit Union.
- 5. Finance Charges.** A **FINANCE CHARGE** will be imposed on Visa® Cash Advances that you obtain through the use of your Visa® Credit Card or Visa® Check from the date of each Visa® Cash Advance or from the first day of the billing cycle in which the Visa® Cash Advance is posted to your account, whichever is later, and will continue to accrue on the unpaid average daily balance of all such Visa® Cash Advances until the date of repayment of all such Visa® Cash Advances if repaid during the same billing cycle as obtained, or until the closing date of the billing cycle preceding the date on which the entire New Balance as shown on your monthly statement is paid in full if payment of such New Balance is made within 25 days of the closing date of such billing cycle, or until the date of payment if payment of the entire New Balance for such billing cycle is made more than 25 days from the closing date of the billing cycle. If you pay the New Balance shown on your monthly statement for the prior billing cycle in full within 25 days from the closing date of that statement, no **FINANCE CHARGE** will be imposed during the current billing cycle for Visa® Cash Advances which are included in the New Balance amount and which were posted to your account during previous billing cycles.

A **FINANCE CHARGE** will be imposed on Credit Purchases only if you fail to pay the entire New Balance shown on your monthly statement for the previous billing cycle within 25 days from the closing date of that statement. If you do not pay the entire New Balance shown on your monthly statement within 25 days from the closing date of such monthly statement, a **FINANCE CHARGE** will be imposed on the (1) unpaid average daily balance of all existing Credit Purchases from the previous statement closing date and on (2) all new Credit Purchases from the date of posting to your account during the current billing cycle and such **FINANCE CHARGES** will continue to accrue until the closing date of the billing cycle preceding the date on which the entire

New Balance is paid in full if payment of such New Balance is made within 25 days of the closing date of such billing cycle, or until the date of payment if payment of the entire New Balance for such billing cycle is made more than 25 days from the closing date of that billing cycle

### 6. Periodic Rate.

**Visa® Classic Card.** The Periodic Rate used to compute the **FINANCE CHARGE** on your account shall be 1.2075% per month and the corresponding **ANNUAL PERCENTAGE RATE** is 14.49%.

**Visa® CURewards Gold Card.** The Periodic Rate used to compute the **FINANCE CHARGE** on your account shall be 1.075% per month and the corresponding **ANNUAL PERCENTAGE RATE** is 12.90%. Gold cardholders are automatically enrolled in TCU's CURewards program. You will earn one point per dollar on purchases, when using your CURewards Gold card. Accumulated points may be redeemed for merchandise and travel. Points will expire three years from the end of the calendar year in which they are earned, and will expire on a first-in-first-out basis annually (e.g. points earned in calendar year one will expire on the last business day of calendar year four). The CURewards Program is subject to the terms and conditions set forth in the CURewards Disclosure Statement made available to you together with the General Program Rules and Conditions available at the CURewards website. Ask your Member Service Representative for details.

**Visa® Platinum Card.** The Periodic Rate used to compute the **FINANCE CHARGE** on your account shall be .742% per month and the corresponding **ANNUAL PERCENTAGE RATE** is 8.90%.

- 7. Account Balances.** The **FINANCE CHARGE** for a billing cycle will be computed by applying the monthly Periodic Rate to the average daily balance of Visa® Cash Advances and Credit Purchases for that billing cycle. A separate daily balance will be calculated for Visa® Cash Advances and Credit Purchases for each day of a billing cycle. The average daily balance of Visa® Cash Advances for a billing cycle is determined by dividing the sum of the daily balances of all Visa® Cash Advances for a billing cycle by the number of days in the billing cycle. The average daily balance of Credit Purchases for a billing cycle is determined by dividing the sum of the daily balances of all Credit Purchases for a billing cycle by the number of days in the billing cycle. Each daily balance of Visa® Cash Advances is determined by adding to the outstanding unpaid balance of Visa® Cash Advances at the beginning of the billing cycle any new Visa® Cash Advances posted to your account through that day and subtracting any payments received or credits posted to your account for Visa® Cash Advances through that day, but excluding any unpaid **FINANCE CHARGES** on Visa® Cash Advances. Similarly, each daily balance of Credit Purchases is determined by adding to the outstanding unpaid balance of Credit Purchases at the beginning of the billing cycle any new Credit Purchases posted to your account through that day and subtracting any payments received and credits posted to your account for Credit Purchases through that day, but excluding any unpaid **FINANCE CHARGE** on Credit Purchases.
- 8. Minimum Payments.** The minimum periodic payment required on your account will be the total New Balance as shown on your monthly billing statement if such amount is \$10 or less. If the New Balance amount exceeds \$10, the minimum periodic payment will be 3% of that portion of the New Balance amount which does not exceed your credit limit, plus the entire portion of the New Balance amount in excess of your credit limit, plus any amount past due, any charge for exceeding your credit limit, any late payment charge, and/or other charges. Any payments received for payment of amounts due on your account will be applied and allocated to your account at the sole discretion of the Credit Union.
- 9. Annual Fee.** None.
- 10. Late/Overlimit Charges/Cash Advance/Replacement Card Fee/Returned Check Charges.**

You agree to pay a \$10 fee when your account exceeds its approved credit limit and/or when payments of any amounts due thereunder is more than 10 days late.

You agree to pay a Transaction Fee of \$1.75 per Cash Advance.

You agree to pay a \$5 fee for replacement card(s) if card(s) is/are lost, stolen, or damaged.

You agree to pay a \$20 fee if your check for payment is not honored or is returned to you because it cannot be processed.

You agree to pay a \$20 fee if your Visa® Check cannot be processed or is returned.

Ex C  
P.1

11. **Direct Payment Authorization.** Unless you instructed the Credit Union to the contrary at the time you submitted your application or so instruct the Credit Union before using your new Visa® Credit Card, you authorize the Credit Union in the event the minimum payment on your account is 10 days late or your account exceeds its assigned credit limit by 10% or more to pay the minimum amount required on your account or the amount exceeding your credit limit by advancing funds from any savings account, checking account, or revolving credit loan plan that you have with the Credit Union.
12. **Collection Costs.** You agree to pay all costs, including reasonable attorney's fees and court costs, incurred by the Credit Union in trying to collect any amounts which are owed on your account or in enforcing the terms and conditions of this Visa® Agreement.
13. **Obligations For All Persons Under This Agreement.** You agree to pay any and all charges incurred by you or by any person whom you authorize to use the Visa® Credit Card issued to you, and any fees or charges incurred in the recovery of your card and in the retrieval of transaction data.
14. **Other Terms and Charges.** You will comply with any other terms established by the Credit Union's Board of Directors that are necessary to protect the best interests of the Credit Union or to comply with applicable federal and state laws and regulations, except that the Credit Union may not assess any other charges to which you have not expressly agreed.
15. **Security for Amounts Due.** If you have agreed to a written pledge of shares, then to provide the Credit Union with security for payment and performance of all of your obligations under this Visa® Agreement which may now or hereafter exist, you pledge all of your shares and deposits and payments thereon which you now have or hereafter may have in the Credit Union. If any amounts due on your account are not paid including those amounts which for any reason are not paid pursuant to the provisions of paragraph 11, you authorize the Credit Union to apply or to impress a lien on any and all of your shares, deposits and payments to the extent of any and all amounts due on your account, whether or not repayment of any of such amounts is accelerated by the Credit Union. However, the Credit Union will not place a lien on any of your shares or deposits held pursuant to an Individual Retirement Account or self-employed plan under the Internal Revenue Code or on any other deposits which lien rights would disqualify said deposits from special benefits or preferences provided under the Internal Revenue Code.
16. **Other Collateral Pledged to the Credit Union.** Except with regard to a security interest in your principal residence, if you fail to pay amounts due under this Visa® Agreement, the Credit Union shall have the right, in addition to any other rights provided in this Visa® Agreement, to apply the proceeds of any collateral that is now or hereafter pledged to the Credit Union to secure payment of other indebtedness with the Credit Union to the payment of any and all amounts due on your account.
17. **Termination By Credit Union.** The Credit Union may terminate your account and declare any and all amounts thereunder immediately due and payable under any of the following conditions:
  - (a) upon the adverse re-evaluation of your creditworthiness; or
  - (b) upon your failure to satisfy the terms of this Visa® Agreement or the terms and conditions established by the Credit Union's Board of Directors or by Visa® U.S.A., Inc.; or
  - (c) upon your default under any other security agreement executed in connection with a transaction with the Credit Union; or
  - (d) if you die; or
  - (e) at the Credit Union's option, if it has other good cause.
18. **Termination by Cardholder.** You may terminate your account at any time at your option.
19. **Notification of Amendment or Termination.** The Credit Union reserves the right to amend this Visa® Agreement to comply with federal and/or state laws or to refuse any request for a Visa® Cash Advance or Credit Purchase at any time for any reason not prohibited by law or to terminate your account as provided in paragraph 17. If this Visa® Agreement is amended or your account is terminated by the Credit Union, the Credit Union shall send you written notice of such amendment or termination. Any amendment or termination shall not affect your obligation to repay any amounts due on your account.
20. **Review of Credit.** You understand that the Credit Union reserves the right to review your loan file and you hereby give permission and authorize the Credit Union to investigate and re-assess your creditworthiness and, in connection therewith, to make inquiries it deems necessary pertaining to your employment, credit standing, and financial responsibility from time to time as the Credit Union may determine.
21. **Governing Law.** You understand and agree that this Visa® Agreement shall be governed in all respects, including validity, interpretation and enforcement, by federal law and the laws of the State of Minnesota, without regard to its conflict of law principles. The invalidity or unenforceability of any provision of this Visa® Agreement under applicable law shall not affect, modify or impair the validity and enforceability of all other provisions hereof. In addition, you agree that we may sue you in the county in which our principal office is located.
22. **Illegal or Unlawful Transaction.** You may not use your card for any illegal or unlawful transaction, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness.

## Your Billing Rights

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act. Please retain this notice with your other important papers for future reference.

## Notify Us In Case of Errors or Questions About Your Statement

If you think your statement is wrong, or if you need more information about a transaction, write us (on a separate sheet) at Twin City Co-ops Federal Credit Union, P.O. Box 131450, Roseville, MN 55113-0013. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first statement on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three (3) business days before the automatic payment is scheduled to occur.

## Your Rights and Responsibilities After We Receive Your Written Notice

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the statement was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your statement that are not in question.

If we find that we made a mistake on your statement, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten (10) days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your statement was correct.

## Special Rule for Credit Card Purchases

If you have a problem with the quality of property or services that you purchase with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations to this right:

- (a) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and
- (b) The purchase price must have been more than \$50.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

## Liability for Unauthorized Use

You may be liable for the unauthorized use of your credit card. You will not be liable for unauthorized use that occurs after you notify:

Cardholder Services  
P.O. Box 31112  
Tampa, Florida 33631-3112  
1-800-449-7728 (24-hour number)

orally or in writing, of the loss, theft, or possible unauthorized use. In any case, your liability will not exceed \$50.

Exc  
p. 2

149183-23

MINNESOTA DEPARTMENT OF PUBLIC SAFETY  
DRIVER & VEHICLE SERVICES DIVISION  
445 MINNESOTA ST., ST. PAUL, MN 55101  
CONFIRMATION OF LIEN PERFECTION - DEBTOR NAME AND ADDRESS

First Class  
U.S. Postage  
**PAID**  
Permit No. 171  
St. Paul, MN

**EATO NANCY BUMPUS  
1950 WHITETAIL RIDGE CT  
EXCELSIOR MN 55331**

**FUH936**

<b>01</b> Year	<b>VOLV</b> Make	<b>SWVXC</b> Model	<b>K0250N334</b> Title NR.
<b>YV1SZ58D511003128</b> VIN		<b>12/20/00</b> Security Date	<b>NO</b> Rebuilt

**1ST SECURED PARTY**

**LIEN HOLDER**

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

**TWIN CITIES COOP FED CR UN  
2680 ARTHUR ST  
ROSEVILLE MN 55113-1339**

5511331339



Ex D

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA

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In re:

Case No. 04-45205-RJK

Kenneth Eato and  
Nancy Eato

MEMORANDUM IN SUPPORT OF  
MOTION FOR RELIEF FROM  
AUTOMATIC STAY

Debtor(s).

Chapter 7 Case

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Twin City Co-ops Federal Credit Union, hereafter the Movant, advanced funds to Kenneth Eato and Nancy Eato, hereafter Debtors, pursuant to the terms of a promissory note and security agreement. The security agreement contains cross-collateral language such that the collateral secures not only the debt evidenced by the note but also credit extended by Movant to the Debtors pursuant to a line-of-credit agreement and Visa credit agreement. As security for payment, Debtors conveyed a security interest to Movant in an automobile.

Debtors filed a chapter 7 bankruptcy petition. The Debtors stated in their schedules that the automobile has a present value of \$22,425.00. The Movant's claims total in excess of \$37,000.00.

Debtors were in default on payments due to Movant at the time of filing the bankruptcy petition herein. Since filing the petition, Debtors have made no payment to Movant and Debtors have not offered to reaffirm the indebtedness. Debtors continue to use the collateral, subjecting the same to wear and tear and risk of loss. The collateral is depreciating and at risk and Movant has not been offered adequate protection in the collateral.

Section 362 of the Bankruptcy Code provides that the court shall grant relief from the automatic stay for cause, including lack of adequate protection of an interest in property of a party in interest. 11 U. S. C. § 362 (d)(1). That section also provides that such relief shall be

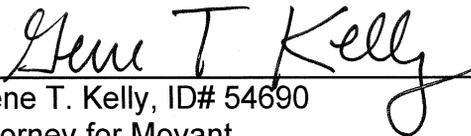
granted with respect to a stay of an act against property if the debtor has no equity in the property and the property is not necessary to an effective reorganization. See 11 U. S. C. § 362 (d)(2).

Debtors' failure to challenge Movant's lien in the collateral coupled with past defaults in payment, failure to make arrangement for future payment on the indebtedness as it matures and failure to propose other payment arrangements to compensate Movant for the depreciation of the collateral while being used by debtor constitutes "cause" for stay relief. See *In re Elicker*, 100 B. R. 180 (Bkrcty.M.D.Pa. 1989).

Debtors have no equity in the collateral. The collateral is not necessary for a reorganization since this is a liquidation case.

Therefore, Movant is entitled to immediate relief from the automatic stay pursuant to §362 (d)(1), for cause based on lack of adequate protection, or pursuant to §362 (d)(2) based on the fact that there is no equity in the vehicle and it is not necessary to an effective reorganization.

Dated: September 27, 2004

  
Gene T. Kelly, ID# 54690  
Attorney for Movant  
1515 One Financial Plaza  
120 South 6th Street  
Minneapolis, MN 55402  
(612) 332-5890

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA

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In re:

Case No. 04-45205-RJK

Kenneth Eato and  
Nancy Eato

UNSWORN DECLARATION  
FOR PROOF OF SERVICE

Debtors.

Chapter 7 Case

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I, Gene T. Kelly, declare under penalty of perjury that on September 27, 2004, I mailed copies of the foregoing Notice of Hearing and Motion for Relief from Stay, Affidavit, Memorandum, proposed Order and this proof of service by first class mail, postage prepaid, to each entity named below at the address stated below for each entity:

Kenneth Eato  
Nancy Eato  
1950 Whitetail Ridge Court  
Excelsior, MN 55331

Robert J. Hoglund  
Attorney for Debtor(s)  
P. O. Box 130938  
Roseville, MN 55113

Brian F. Leonard, Trustee  
100 S. 5<sup>th</sup> Street, Suite 2000  
Minneapolis, MN 55402

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

Date: 9.27.04

  
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Gene T. Kelly, ID# 54690  
Attorney for Movant  
1515 One Financial Plaza  
120 South 6th Street  
Minneapolis, MN 55402  
Telephone: (612) 332-5890

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA

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In re:

Case No. 04-45205-RJK

Kenneth Eato and  
Nancy Eato

**ORDER**

Debtor(s).

Chapter 7 Case

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A hearing on the motion of Twin City Co-ops Federal Credit Union for relief from the automatic stay was held before the above Court on the 14<sup>th</sup> day of October, 2004.

Appearances were noted in the Court's records.

Upon all the proceedings, file, affidavits, exhibits and argument of counsel,

IT IS HEREBY ORDERED, that the automatic stay is terminated with respect to the following property (the collateral):

**2002 Volvo Wagon, VIN YV1SZ58D511003128.**

Notwithstanding Fed. R. Bankr. P. 4001(a)(3), this Order is effective immediately.

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

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Robert J. Kressel  
United States Bankruptcy Judge