
In Re:

Case No. 04-45432

Jimmy L Stanback

Chapter 7 Case

Debtor(s)

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 September 28, 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 1998 FORD EXPEDITION XLT 4WD VEHICLE (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 Chester Marzec, or some other representative of Movant, from Movant's offices in Minnesota, to testify regarding the debt and collateral 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 collateral 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) of the Bankruptcy Code to permit Movant to take possession and dispose of the collateral, 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 PUB
DRIVER & VEHICLE SERVICES DIVI
445 MINNESOTA ST., ST. PAUL, MN
CONFIRMATION OF LIEN PERFECTION -

Permit No. 171
St. Paul, MN

STANBACK JIMMY L
KLEIN MEGHAN NICOLE
5737 HALIFAX AVE N
BROOKLYN CENTER MN 55429

*

BAV151

1ST SECURED PARTY

LIEN HOLDER

98 Year	FORD Make	4WEPT Model	J0570R419 Title NR.
1FMPU18L7WLB88347 VIN		01/16/03 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 INSTALLMENT CONTRACT

DATE 01/16/2003

Buyer and Co-Buyer Name and Address (If more than one, list each in a separate line)
 5737 HALIFAX AVE NORTH 5737 HALIFAX AVE NORTH 9700 56TH AVE. NO.
 BROOKLYN CENTER MN 55429 BROOKLYN CENTER MN 55429 PLYMOUTH, MN 55442
 HENNEPIN HENNEPIN
 CREDITOR SUPERIOR FORD, INC. *BK 110 #193245*

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
USED	1998 FORD	EXPEDITION		1FMPU19L7WL800347	<input checked="" type="checkbox"/> Personal <input type="checkbox"/> Agricultural <input type="checkbox"/> Commercial

Trade-in 89 SUBA XI Year and Make \$ 3000.00 Gross Allowance \$ N/A Amount Owning

ITEMIZATION OF AMOUNT FINANCED

1. Cash Price	\$ 16833.29 (1)
2. Down Payment	
Third Party Rebate Assigned to Creditor	\$ N/A
Cash Down Payment	\$ 2000.00
Trade-in (description above)	\$ 3000.00
Total Down Payment	\$ 5000.00 (2)
3. Unpaid Balance of Cash Price (1 minus 2)	\$ 11833.29 (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	\$ 19.50
(ii) for filing fees	\$ N/A
(iii) for taxes (not in Cash Price)	\$ N/A
To Insurance Companies for:	
Credit Life Insurance	\$ 156.24
Credit Disability Insurance	\$ 688.29
N/A	\$ N/A
To SUPERIOR FORD for DOC FEE	\$ 25.00
To SILVER for SERVICE CONTRACT	\$ 1155.00
To N/A for	\$ N/A
To N/A for	\$ N/A
Total	\$ 2044.03 (4)
5. Amount Financed (3 plus 4)	\$ 13877.32 (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 RESOURCE GROUP Insurer
 \$ 156.24 JIMMY L STANBACK Premium Insured(s)
 Y J J Signature(s)

Credit Disability RESOURCE GROUP Insurer
 \$ 688.29 JIMMY L STANBACK Premium Insured(s)
 Y J J Signature

N/A Other Optional Insurance Term N/A
 Insurer Premium
 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 23.25 %	The dollar amount the credit will cost you \$ 7767.32	The amount of credit provided to you or on your behalf \$ 13877.32	The amount you will have paid when you have made all scheduled payments \$ 21644.64	The total cost of your purchase on credit, including your downpayment of \$ 5000.00 \$ 26644.64

Payment Schedule	XX Number of payments	Amount of Each payment	When Payments are due
Your payment schedule will be:	47	\$ 450.93	monthly starting 03/02/2003
	1 final	\$ 450.93	

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: *XX J J* Signs Co-Buyer: *Xo Meghan Kei* 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.

XX J J Buyer Signs *Xo Meghan Kei* (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: SUPERIOR FORD, INC. By *X* Title: BUSI. MGR.

FC 17822-SI Aug 02 (Previous editions may NOT be used) MN 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

ADDITIONAL AGREEMENTS

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 pattern. 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 this 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, assignees, 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 RECOVERY 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
5100	Wagon 4D	U32	22010	3911	4600	6850
5250	Wagon 2D Sport (4WD)	U24	23175	3919	4725	7025
6200	Wagon 4D (4WD/AWD)	U34/U35	23930	4146	5600	8075
1000	Add Eddie Bauer Trim				1000	1125
1250	Add Limited Trim				1250	1400
475	Add XLT Trim				475	550
250	Add 5.0L V8 Engine				250	300
50	Add Aluminum/Alloy Wheels (4D)				50	75
200	Add Leather Seats				200	225
50	Add MACH Stereo System				50	75
75	Add Power Seat				75	100
300	Add Power Sunroof				300	350
325	Deduct W/out Automatic Trans.				325	325
75	Deduct W/out Cruise Control				75	75
75	Deduct W/out Power Windows				75	75
1998 EXPEDITION-1/2 Ton-V8					Mileage Class: III	
8600	Utility XLT	U17	\$28625	4983	7750	10725
9700	Utility Eddie Bauer	U17	32595	4983	8750	11925
9950	Utility XLT (4WD)	U18	31225	5329	8975	12200
11050	Utility Eddie Bauer (4WD)	U18	35230	5329	9950	13450
250	Add Leather Seats (Std. Eddie Bauer)				250	300
75	Add MACH Stereo System				75	100
350	Add Power Sunroof				350	400
250	Deduct 4.6L V8 Engine				250	250
150	Deduct W/out 3rd Row Seat				150	150
100	Deduct W/out Cruise Control				100	100
100	Deduct W/out Power Seat				100	100
150	Deduct W/out Rear Air Conditioning				150	150
1998 WINDSTAR-V6					Mileage Class: II	
2200	Cargo Van	A54	\$18110	3546	2000	3575
2700	Wagon 3.0L	A51	19380	3710	2450	4150
3600	Wagon GL	A51	21060	3762	3250	5175
4600	Wagon LX	A51	26305	3946	4150	6300
5450	Wagon Limited	A51	29605	4001	4925	7250
50	Add Aluminum/Alloy Wheels (GL)				50	75
50	Add JBL Premium Stereo System				50	75
200	Add Leather Seats (Std. Limited)				200	225
75	Add Power Seat (Std. LX, Limited)				75	100
150	Add Rear Air Conditioning				150	175
50	Add Rear Bucket Seats (Std. Limited)				50	75
425	Deduct W/out Air Conditioning				425	425
75	Deduct W/out Cruise Control				75	75
75	Deduct W/out Power Windows				75	75
1998 E150 VAN-1/2 Ton-V8					Mileage Class: III	
6050	Cargo Van	E14	\$19795	4650	5450	7925
7250	Club Wagon	E11	22370	5125	6525	9250
1998 E250 VAN-3/4 Ton-V8					Mileage Class: III	
6350	Cargo Van	E24	\$20105	5012	5725	8250
6950	Super Cargo Van	S24	20805	5145	6275	8900
1998 E350 VAN-1 Ton-V8					Mileage Class: III	
6700	Cargo Van	E34	\$22705	5356	6050	8625
7300	Super Cargo Van	S34	23685	5495	6575	9300
7900	Club Wagon HD	E31	25255	5783	7125	9950

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

Trade-In	BODY TYPE	Model No.	M.S.R.P.	Weight	Loan	Retail
8500	Super Club Wagon	S31	26970	6030	7650	10625
E SERIES VAN OPTIONS						
525	Add Chateau Trim				525	600
450	Add XLT Trim				450	500
400	Add 6.8L V10 Engine				400	450
2475	Add 7.3L V8 Turbo Diesel Engine				2475	2700
100	Add Aluminum/Alloy Wheels				100	125
100	Add Power Seat				100	125
150	Add Rear Air Conditioning				150	175
50	Add Rear Bucket Seats				50	75
475	Deduct V6 Engine				475	475
475	Deduct W/out Air Conditioning				475	475
100	Deduct W/out Cruise Control				100	100
50	Deduct W/out Power Door Locks				50	50
100	Deduct W/out Power Windows				100	100
50	Deduct W/out Tilt Steering Wheel				50	50
1998 RANGER PICKUP-1/2 Ton-V6					Mileage Class: II	
3650	Styleside	R10*	\$11385	3030	3300	5250
3750	Styleside LB	R10*	11855	3086	3375	5350
3900	Flareside	R10*	11840		3525	5525
4425	Flareside Splash	R10*	14945	3146	4000	6125
5000	Styleside Supercab	R14*	14840	3210	4500	6750
5250	Flareside Supercab	R14*	15295		4725	7025
5775	Flareside Supercab Splash	R14*	16575	3626	5200	7600
350	Add XLT Trim (Ex. Splash)				350	400
1750	Add 4 Wheel Drive				1750	1950
50	Add A/A Wheels (Std. Splash)				50	75
75	Add Cruise Control				75	100
75	Add Power Seat				75	100
75	Add Power Windows				75	100
450	Deduct 4 Cyl. Engine				450	450
425	Deduct W/out Air Conditioning				425	425
325	Deduct W/out Automatic Trans.				325	325
* 1 or 5 as the 3rd position of the model # denotes 4WD						
1998 F150 PICKUP-1/2 Ton-V8					Mileage Class: III	
S* designates Work Truck						
5050	Styleside "S" 6 3/4'	F17*	\$14735	3880	4550	6800
5150	Styleside "S" 8'	F17*	15025	3995	4650	6925
6150	Styleside XL 6 3/4'	F17*	15765	3880	5550	8025
6250	Styleside XL 8'	F17*	16065	3995	5625	8150
6550	Styleside XL 6 3/4'	F07*	16775	3958	5900	8475
7050	Styleside Supercab "S" 6 3/4'	X17*	17090	4067	6350	9025
7150	Styleside Supercab "S" 8'	X17*	17380	4242	6450	9150
8150	Styleside Supercab XL 6 3/4'	X17*	18025	4067	7350	10250
8250	Styleside Supercab XL 8'	X17*	18505	4242	7425	10350
8550	Flareside Supercab XL 6 3/4'	X07*	19090	4220	7700	10675
1998 F250 PICKUP-3/4 Ton-V8					Mileage Class: III	
S* designates Work Truck						
5750	Styleside "S" 8'	F27*	\$16710	4300	5175	7575
6850	Styleside XL 8'	F27*	17810	4300	6175	8800
7650	Styleside Supercab "S" 6 3/4'	X27*	18710	4364	6900	9675
8750	Styleside Supercab XL 6 3/4'	X27*	19885	4364	7875	10900
F SERIES PICKUP OPTIONS						
800	Add Lariat Trim (XL)				800	900

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

EXHIBIT C

04-04141-0

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:
Jimmy L Stanback

Debtor(s)

Case No. 04-45432
Chapter 7 Case

VERIFICATION FOR MOTION FOR RELIEF FROM STAY

CHESTER MARZEC
I, ~~Vera Shea~~, 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 number(s) 33873781.
2. The Debtor owes the Creditor \$12,859.44, payoff amount as of October 5, 2004, plus accrued unpaid interest thereon since that date. The monthly loan payment is \$450.93. As of October 5, 2004, the loan payments are in arrears \$901.86 for payments owing since August 2, 2004. Megan N Klien is a cosigner on the loan documents and is jointly liable for the debt.
3. The debt owed to the Creditor is secured by a perfected lien on a 1998 FORD EXPEDITION XLT 4WD VEHICLE. The current value of the collateral is believed to be \$12,200.00.
4. The Statement of Intentions says Debtor will surrender the vehicle; Debtor has failed to do so.
5. 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".
6. The Contract requires insurance be maintained by buyer to protect Creditor's interest in the collateral. No evidence of insurance has been provided since filing.

Dated: 10-12-04

Chester Marzec
~~Vera Shea~~ *CHESTER MARZEC*
Ford Motor Credit Company
National Bankruptcy Svc Center
PO Box 537950
Livonia, MI 48153-7950

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:

Case No. 04-45432

Jimmy L Stanback

Debtor(s)

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 the possession of the Debtor. Megan N Klien is also liable on the Contract and may have possession of the collateral.

The total net balance due on the Contract is \$12,859.44 as of October 5, 2004. On information and belief, the collateral has a current NADA retail value of \$12,200.00. A copy of the NADA page(s) showing the value of the collateral is attached as Exhibit "C".

The Statement of Intentions says Debtor will surrender the vehicle; Debtor has failed to do so. 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; Debtor has failed to comply with the Contract provision requiring Debtor to supply Movant with evidence of collateral 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 2, 2004.

- Failure to make payments due post petition under the Contract.
- Failure to reaffirm, redeem or surrender the collateral.
- 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 (Bkrcty. D.N.H. 1983). In the present case, the balance due Movant on the Contract is \$12,859.44. 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

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Minneapolis, MN 55403

612-870-4100

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:

Case No. 04-45432

Jimmy L Stanback

Debtor(s)

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.

Jimmy L Stanback
5737 Halifax Ave N
Brooklyn Center, MN 55429

Megan N Klien
5737 Halifax Ave N
Brooklyn Center, MN 55429

Ronald J Lundquist
10 South 5th Street #700
Minneapolis, MN 55402

Randall L Seaver
Chapter 7 Trustee
12400 Portland Avenue S, Suite 132
Burnsville, MN 55337

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

Executed on: October 13, 2004

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

04-04141-0

UNITED STATES BANKRUPTCY COURT
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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 1998 FORD EXPEDITION XLT 4WD VEHICLE, VIN 1FMPU18L7WLB88347, 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