
In Re:

Case No. 04-60018

Richard Peter Lahr

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 September 28, 2004 at 1:00 PM o'clock, in Courtroom No. 2, at the United States Courthouse, 118 South Mill Street, Fergus Falls, MN.
3. Any response to this motion must be filed and delivered not later than September 23, 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 September 16, 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 January 8, 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 2003 Ford Mustang GT Convertible Premium (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: August 30, 2004

STEWART, ZLIMEN & JUNGERS, LTD.

/e/ Linda Jeanne Jungers

Linda Jeanne Jungers, Atty ID #5303X

Attorneys for Movant

430 Oak Grove Street #200

Minneapolis, MN 55403

612-870-4100

This is a communication from a debt collector attempting to collect a debt. Any information obtained will be used for that purpose.

MINNESOTA DEPARTMENT OF PUBLIC SAFETY
DRIVER & VEHICLE SERVICES DIVISION
445 MINNESOTA ST., ST. PAUL, MN 55155
CONFIRMATION OF LIEN PERFECTION - L

LAHR RICHARD PETER
175 27TH ST N
SARTELL MN 56377

Permit No. 171
St. Paul, MN

*

LCE799

1ST SECURED PARTY

LIEN HOLDER

03 Year	FORD Make	CVMGT Model	C1570R102 Title NR.
1FAFP45X53F393441 VIN		05/17/03 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

Buyer (and Co-Buyer) Name and Address (Including County and Zip Code) **RICHARD PETER LAHR**
 175 27TH ST N
 SARTELL MN 56377
 STEARNS

CREDITOR (Seller Name and Address) **SUPERIOR FORD, INC.**
 9700 56TH AVE. NO.
 PLYMOUTH, MN 55442

CTFB

You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. The cash price is shown below as "Cash Price." The credit price is shown below as "Total Sale Price." By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract.

New/Used	Year and Make	Model	GVW if Truck (lbs.)	Vehicle Identification Number	Use For Which Purchased
NEW	2003	FORD	MUSTANG GT	1FAPP45X53F393441	<input checked="" type="checkbox"/> Personal <input type="checkbox"/> Agricultural <input type="checkbox"/> Commercial

Trade-in N/A Year and Make N/A Gross Allowance N/A Amount Owning N/A

ITEMIZATION OF AMOUNT FINANCED

1. Cash Price	\$ 28608.03	(1)
2. Down Payment		
Third Party Rebate Assigned to Creditor	\$ N/A	
Cash Down Payment	\$ N/A	
Trade-in (description above)	\$ N/A	
Total Down Payment	\$ N/A	(2)
3. Unpaid Balance of Cash Price (1 minus 2)	\$ 28608.03	(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 \$ 486.50		
(ii) for filing fees \$ N/A		
(iii) for taxes (not in Cash Price)	\$ N/A	
To Insurance Companies for:		
Credit Life Insurance	\$ 472.87	
Credit Disability Insurance	\$ N/A	
To SUPERIOR FORD for DOC FEE	\$ 25.00	
To _____ for SERVICE CONTRACT	\$ N/A	
To _____ for _____	\$ N/A	
To N/A for _____	\$ N/A	
Total	\$ 984.37	(4)
5. Amount Financed (3 plus 4)	\$ 29592.40	(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

Premium \$ 472.87 **RICHARD PETER LAHR** Insured(s)

Richard P. Lahr Signature(s)

Disability Insurer

Premium \$ N/A Insured

Signature _____

N/A Term N/A

Other Optional Insurance Insurer Premium \$ N/A

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 9.99%	The dollar amount the credit will cost you \$ 10031.36	The amount of credit provided to you or on your behalf \$ 29592.40	The amount you will have paid when you have made all scheduled payments \$ 39623.76	The total cost of your purchase on credit, including your downpayment \$ 39623.76

Payment Schedule — Number of payments 71 Amount of Each payment \$ 550.33 When Payments are due monthly starting 07/01/2003

Your payment schedule will be: 1 final \$ 550.33

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: X Richard P. Lahr Signs Co-Buyer: X 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.

X Richard P. Lahr Buyer Signs X (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 [Signature] Title BUSI. MGR.

EXHIBIT B

QUESTIONS?



PLEASE CALL US AT 1-800-727-7000 or Visit us at www.fordcredit.com 02-001

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.

PASSENGER CARS

Trade-In	BODY TYPE	Model No.	Loan	Retail	Trade-In	BODY TYPE	Model No.	Loan	Retail
4725	Coupe 2D ES (V6)	U52	4275	6250	2650	Sedan 4D ES (V6)	J56	2400	3925
50	Add A/A Wheels (Std. ES)		50	75	150	Add Leather Seats		150	175
200	Add Leather Seats		200	225	50	Add Power Seat		50	75
75	Add Power Seat		75	100	250	Deduct W/out AT		250	250
350	Add Power Sunroof		350	400	50	Deduct W/out Pwr Wind		50	50
425	Deduct W/out Air Cond		425	425	1997 INTREPID-V6 MC: III				
325	Deduct W/out AT		325	325	2500	Sedan 4D	D46	2250	3850
75	Deduct W/out Cruise		75	75	3250	Sedan 4D ES	D56	2925	4750
75	Deduct W/out Pwr Wind		75	75	225	Add 3.5L V6 (Std. ES)		225	260
1998 STRATUS-4 Cyl. MC: II					50	Add A/A Wheels (Std. ES)		50	75
2525	Sedan 4D	J46	2275	3800	50	Add Infinity Stereo		50	75
2800	Sedan 4D ES	J56	2525	4100	200	Add Leather Seats		200	225
3100	Sedan 4D ES (V6)	J56	2800	4450	350	Add Power Sunroof		350	400
50	Add A/A Wheels (Std. ES)		50	75	75	Deduct W/out Pwr Seat		75	75
200	Add Leather Seats		200	225	EAGLE				
75	Add Power Seat		75	100	1998 TALON-4 Cyl. MC: II				
350	Add Power Sunroof		350	400	3900	Hatchback 2D	K24	3525	5350
325	Deduct W/out AT		325	325	4450	Hatchback 2D ES	K44	4025	5950
75	Deduct W/out Cruise		75	75	6400	Hatchback TSI Turbo	K54	5775	8125
75	Deduct W/out Pwr Wind		75	75	7000	Hback TSI Turbo (AWD)	L54	6300	8775
1998 INTREPID-V6 MC: III					50	Add A/A Wheels (Std. TSI)		50	75
3625	Sedan 4D	D46	3275	5175	200	Add Leather Seats		200	225
4525	Sedan 4D ES	D66	4075	6200	75	Add Power Seat		75	100
100	Add A/A Wheels (Std. ES)		100	125	350	Add Power Sunroof		350	400
50	Add CD Player		50	75	75	Ded W/o Cruise (Ex. K24)		75	75
100	Add Infinity Stereo		100	125	75	Ded W/o Pwr Wind (Ex. K24)		75	75
250	Add Leather Seats		250	300	425	Deduct W/out Air Cond		425	425
400	Add Power Sunroof		400	450	325	Deduct W/out AT		325	325
100	Deduct W/out Pwr Seat		100	100	EAGLE				
DODGE					1997 TALON-4 Cyl. MC: II				
1997 NEON-4 Cyl. MC: I					3350	Hatchback 2D	K24	3025	4725
1575	Coupe 2D	S22	1425	2625	3825	Hatchback 2D ES	K44	3450	5250
1725	Coupe 2D Highline	S42	1575	2800	5575	Hatchback TSI Turbo	K54	5025	7225
1575	Sedan 4D	S27	1425	2625	6075	Hback TSI Turbo (AWD)	L54	5475	7775
1725	Sedan 4D Highline	S47	1575	2800	150	Add Leather Seats		150	175
125	Add Sport Pkg.		125	150	50	Add Power Seat		50	75
200	Add Power Sunroof		200	225	300	Add Power Sunroof		300	350
250	Deduct W/out Air Cond		250	250	50	Ded W/o Cruise (Ex. K24)		50	50
175	Deduct W/out AT		175	175	50	Ded W/o Pwr Wind (Ex. K24)		50	50
1997 AVENGER-4 Cyl. MC: II					350	Deduct W/out Air Cond		350	350
3225	Coupe 2D	U42	2925	4600	250	Deduct W/out AT		250	250
3600	Coupe 2D ES	U42	3250	5000	1997 VISION-V6 MC: III				
3500	Coupe 2D (V6)	U42	3150	4900	2450	Sedan 4D ES	D56	2225	3800
3875	Coupe 2D ES (V6)	U52	3500	5325	3000	Sedan 4D TSI	D66	2700	4425
150	Add Leather Seats		150	175	50	Add Infinity Stereo		50	75
50	Add Power Seat		50	75	200	Add Leather Seats		200	225
300	Add Power Sunroof		300	350	350	Add Power Sunroof		350	400
350	Deduct W/out Air Cond		350	350	75	Deduct W/out Pwr Seat		75	75
250	Deduct W/out AT		250	250	1997 STRATUS-4 Cyl. MC: II				
50	Deduct W/out Cruise		50	50	2150	Sedan 4D	J46	1950	3375
50	Deduct W/out Pwr Wind		50	50	2375	Sedan 4D ES	J56	2150	3625

DEDUCT FOR RECONDITIONING
MIDWEST EDITION - FEBRUARY 2004

D

PASSENGER CARS

Trade-In	BODY TYPE	Model No.	Loan	Retail	Trade-In	BODY TYPE	Model No.	Loan	Retail
FORD									
FORD									
2003 FOCUS-4 Cyl. MC: I									
8225	Hatchback 3D ZX3	31	7425	10025	250	Add Pony Package (V6)		250	300
	Hatchback 3D SVT (6 Spd)	39			450	Add Leather Seats (Std. MACH 1, Cobra)		450	500
9650	Hatchback 5D ZX5	37	8700	11600	300	Add MACH Stereo (Std. MACH 1, Cobra)		300	350
	Hatchback 5D SVT (6 Spd)	37			200	Add Pwr Seat (Coupe V6)		200	225
7250	Sedan 4D LX	33	6525	8925	100	Add Theft Recovery System		100	125
8475	Sedan 4D SE	34	7650	10300	575	Deduct W/out AT (V6)		575	575
9500	Sedan 4D ZTS	38	8550	11450	2003 TAURUS-V6 MC: II				
9175	Wagon 4D SE	36	8275	11100	9000	Sedan 4D LX	52	8100	10950
10500	Wagon 4D ZTW	36	9450	12550	9600	Sedan 4D SE	53	8650	11650
	Add European Appear Pkg (SVT)				10350	Sedan 4D SES	55	9325	12500
250	Add A/A Wheels (LX)		250	300	11650	Sedan 4D SEL	56	10500	13875
275	Add Audiophile Stereo		275	325	10900	Wagon 4D SE	58	9825	13075
125	Add CD (LX, SE Wagon)		125	150	12550	Wagon 4D SEL	59	11300	14925
175	Add Cruise Control (ZX3, ZX5, LX, SE)		175	200	400	Add 3.0L 24V (Std. 56)		400	450
325	Add Leather (Std. SVT)		325	375	300	Add A/A Wheels (LX)		300	350
125	Add Power Locks (ZX3, LX, SE Wagon)		125	150	150	Add CD (Std. SES, SEL)		150	175
175	Add Power Sunroof (SVT)		175	200	450	Add Leather Seats		450	500
500	Add Power Sunroof (ZX3, LX, SE Wagon)		500	575	300	Add MACH Stereo		300	350
175	Add Power Windows (ZX3, LX, SE Wagon)		175	200	200	Add Power Seat (Std. SES, SEL)		200	225
100	Add Theft Recovery System		100	125	600	Add Power Sunroof		600	675
125	Add Tilt (ZX3, ZX5, LX, SE)		125	150	100	Add Theft Recovery System		100	125
550	Deduct W/out Air Cond		550	550	200	Deduct W/out Cruise (Std. SES, SEL)		200	200
475	Deduct W/out AT (Ex. SVT)		475	475	2003 CROWN VICTORIA-V8 MC: III				
2003 ZX2-4 Cyl. MC: I									
7500	Coupe 2D	11	6750	9200	12700	Sedan 4D S	72	11450	15125
125	Add CD Player		125	150	12950	Sedan 4D	73	11675	15375
175	Add Cruise Control		175	200	14500	Sedan 4D LX	74	13050	17025
325	Add Leather Seats		325	375	16350	Sedan 4D LX Sport	74	14725	18975
125	Add Power Locks		125	150	13800	Sedan 4D S Extended	70	12425	16275
500	Add Power Sunroof		500	575	425	Add Handling Pkg*		425	475
175	Add Power Windows		175	200	350	Add Alum/Alloy Wheels*		350	400
100	Add Theft Recovery System		100	125	175	Add CD (Std. 74)		175	200
125	Add Tilt Wheel		125	150	500	Add Leather Seats*		500	575
550	Deduct W/out Air Cond		550	550	100	Add Theft Recovery System		100	125
475	Deduct W/out AT		475	475	225	Deduct W/out Cruise		225	225
2003 MUSTANG-V8 MC: II									
11800	Coupe 2D (V6)	40	10625	14050	225	Deduct W/out Pwr Seat		225	225
14850	Convertible 2D (V6)	44	13375	17350	*Std. LX Sport				
16550	Coupe 2D GT	42	14900	19125	2003 THUNDERBIRD-V8 MC: IV				
21050	Coupe 2D MACH 1	42	18950	23975	9000	Convertible 2D	60		
24275	Coupe 2D Cobra	48	21850	27700	350	Add Removable Hardtop			
25100	Coupe Cobra 10th Anniv	48	22600	28575	6650	Add Theft Recovery System			
19400	Convertible 2D GT	45	17475	22250	10275	Hatchback 3D SVT (6 Spd)	39	9250	12425
27125	Convertible 2D Cobra	49	24425	30825	8000	Hatchback 5D ZX5	37	7200	9750
27950	Conv Cobra 10th Anniv	49	25175	31700	5800	Sedan 4D LX	33	5225	7325
					6850	Sedan 4D SE	34	6175	8475
					7725	Sedan 4D ZTS	38	6975	9450
					8875	Wagon 4D SE	36	7000	9500
					8775	Wagon 4D ZTW	36	8000	10725
					200	Add A/A Wheels (LX)		200	225

ADJUST FOR MILEAGE
MIDWEST EDITION - FEBRUARY 2004

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EXHIBIT C

04-00260-0

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:
Richard P Lahr,
Debtor,

Case No. 04-60018
Chapter 7 Case

VERIFICATION FOR MOTION FOR RELIEF FROM STAY

I, Jennifer Dean, 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) 34538867.
2. The Debtor owes the Creditor \$26,516.99, payoff amount as of August 24, 2004, plus accrued unpaid interest thereon since that date. The monthly loan payment is \$550.33. As of August 24, 2004, the loan payments are in arrears \$1,100.66 for payments owing since July 1, 2004.
3. The debt owed to the Creditor is secured by a perfected lien on a 2003 Ford Mustang GT Convertible Premium. The current NADA published retail value of the collateral is \$25,500.00.
4. True and correct copies of the title documents are attached to the Motion as Exhibit "A". True and correct copies of the loan documents are attached as Exhibit "B".

Dated: 8-26-04


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

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:

Case No. 04-60018

Richard Peter Lahr

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 or in the possession of the Debtor's estranged wife, Victoria Lahr

The total net balance due on the Contract is \$26,516.99 as of August 24, 2004. On information and belief, the collateral has a current NADA retail value of \$25,500.00. A copy of the NADA page(s) showing the value of the collateral is attached as Exhibit "C".

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.

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 July 1, 2004.
- Failure to make payments due post petition under the Contract.
- Failure to reaffirm, redeem or surrender 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 \$26,516.99. 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: August 30, 2004

STEWART, ZLIMEN & JUNGERS, LTD.

/e/ Linda Jeanne Jungers

Linda Jeanne Jungers, Atty ID #5303X

Attorneys for Movant

430 Oak Grove Street #200

Minneapolis, MN 55403

612-870-4100

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:

Case No. 04-60018

Richard Peter Lahr

Debtor(s)

Chapter 7 Case

UNSWORN CERTIFICATE OF SERVICE

I, Linda Jeanne Jungers, declare under penalty of perjury that on August 31, 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.

Richard Peter Lahr
1125 S 1st St
Saint Cloud, MN 56301

Victoria Lahr
175 27th St N
Sartell, MN 56377

Samuel V. Calvert
Attorney at Law
PO Box 1044
St. Cloud, MN 56302-1044

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

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

Executed on: August 31, 2004

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

04-00260-0

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:

Case No. 04-60018

Richard Peter Lahr

Debtor(s)

Chapter 7 Case

ORDER FOR RELIEF FROM THE STAY

Ford Motor Credit Company's Motion for an order granting relief from the stay came before the Court on September 28, 2004 at 1:00 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 2003 Ford Mustang GT Convertible Premium, VIN 1FAFP45X53F393441, 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