
In Re:
Herbert J South
and Janice M South,

Debtors,

Case No. 04-60204

Chapter 13 Case

NOTICE OF HEARING AND MOTION FOR RELIEF FROM THE STAY

TO: Debtor(s) and other entities specified in Local Rule 9013-3.

1. Ford Motor Credit Company moves the Court for the relief requested below and gives notice of hearing.
2. The Court will hold a hearing on this motion on 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 17, 2004, which is seven days before the time set for the hearing (excluding Saturdays, Sundays and holidays). **UNLESS A RESPONSE OPPOSING THE MOTION IS TIMELY FILED, THE COURT MAY GRANT THE MOTION WITHOUT A HEARING.**
4. This Court has jurisdiction over this motion pursuant to 28 U.S.C. §§157 and 1334, Fed. R. Bankr. P. 5005 and Local Rule 1070-1. This proceeding is a core proceeding. The petition commencing this case was filed on February 24, 2004. The case is now pending in this court.
5. This motion arises under 11 U.S.C. §362(d), §365(a) and (d), and Fed. R. Bankr. P. 4001 and 6006. This motion is filed under Fed. R. Bankr. P. 9014 and Local Rules 9006-1, 9013-1 through 9013-3, and 9017-1. Movant seeks relief from the automatic stay of §362(a), to terminate the lease and to repossess the 2002 FORD EXPLORER 2D SPORT 4WD leased to Debtors, and requests the court permit Movant to immediately enforce the order requested, without the 10 day

stay imposed by Rule 4001(a)(3).

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

WHEREFORE, Ford Motor Credit Company moves the Court for an order modifying the automatic stay of §362(a) and the codebtor stay of §1301(a), if applicable, and such other relief as may be just and equitable.

Dated: August 23, 2004

STEWART, ZLIMEN & JUNGERS, LTD.

/e/ Linda Jeanne Jungers

Linda Jeanne Jungers, Atty ID #5303X

Attorneys for Movant

430 Oak Grove Street #200

Minneapolis, MN 55403

612-870-4100

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

STATE OF MINN CERTIFICATE OF TITLE FOR

VEHICLE IDENTIFICATION NUMBER 1FMZU70E22UC30758	YEAR 02	MAKE FORD	MODEL/BODY 2W EPR	TITLE NUMBER G2050P715
DATE ISSUED 07/24/02	ODOMETER 5	TAX BASE 024785	CODE 09	PLATE NUMBER HLS607
NEW		06/21/02	EXP 05	
NO SECURITY INTERESTS		DOB	OWNER	
FORD CREDIT TITLING TRUST LSR PO BX 105704 ATLANTA GA 30348-5704				

Z

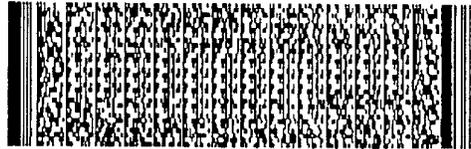
ASSIGNMENT OF OWNERSHIP

<p>ODOMETER DISCLOSURE STATEMENT, I (WE) CERTIFY THAT THE ODOMETER NOW READS _____ (NO TENTHS) MILES AND TO THE BEST OF MY KNOWLEDGE THE ODOMETER MILEAGE IS:</p> <p><input type="checkbox"/> ACTUAL MILEAGE</p> <p><input type="checkbox"/> EXCEEDS MECHANICAL LIMITS OF ODOMETER</p> <p><input type="checkbox"/> NOT ACTUAL MILEAGE — WARNING ODOMETER DISCREPANCY</p>	<p>DAMAGE DISCLOSURE STATEMENT. TO THE BEST OF MY KNOWLEDGE THIS VEHICLE</p> <p><input type="checkbox"/> HAS <input type="checkbox"/> HAS NOT (CHECK ONE) SUSTAINED DAMAGE IN EXCESS OF 70% ACTUAL CASH VALUE.</p> <p>POLLUTION SYSTEM DISCLOSURE STATEMENT. TO THE BEST OF MY KNOWLEDGE THE POLLUTION CONTROL SYSTEM ON THIS VEHICLE INCLUDING THE RESTRICTED GASOLINE PIPE</p> <p><input type="checkbox"/> HAS <input type="checkbox"/> HAS NOT (CHECK ONE) BEEN REMOVED, ALTERED OR RENDERED INOPERATIVE.</p> <p><i>Assignment: I (we) certify that this vehicle is free from all security interests, warrant title, and assign the registration tax and vehicle to:</i></p>	
/ /	/ /	
SELLER'S PRINTED NAME(S)	DATE OF SALE	BUYER'S PRINTED NAME(S)
SELLER'S ADDRESS	DEALER LICENSE #	BUYER'S ADDRESS
SELLER'S SIGNATURE(S)	X	BUYER'S SIGNATURE(S)

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

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

PS2700-11



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

SELLER'S NOTICE OF SALE

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



Title Number G2050P715	Vehicle Identification Number 1FMZU70E22UC30758
Date of Sale _____	
Purchaser's Driver License Number (if any) _____	
Purchaser's Full Name _____	Purchaser's Date of Birth _____
Street Address _____	
City _____	County _____ State _____ Zip Code _____

EXHIBIT A

PLEASE PRINT

MINNESOTA MOTOR VEHICLE REGISTRATION CARD

YR 02	MK FORD	MDL 2W EPR
VIN 1FMZU70E22UC30758		
GROSS VEHICLE WEIGHT/BASE VALUE 024785		
PLATE # HLS607	EXP 05/31/03	
STICKER # C1844927	TAX 319.00	
RECORDED OWNER(S): FORD CREDIT TITLING TRUST		
PO BX 105704 ATLANTA GA 30348-5704		

1-800-727-7000

Motor Vehicle Lease Agreement

Lease Date: 06/22/2002



Lessee (and Co-Lessee) - Name and Address (including County):
HERBERT SOUTH JANICE MAE SOUTH
PO BOX 531
BEMIDJI MN 56601



Lessor - Name and Address
HANSEN FORD LINCOLN MERCURY, INC
227 3RD AVE S
GRAND FORKS, ND 58201

ERN3567WK9

"Ford Credit" is Ford Motor Credit Company. The "Holder" is FORD CREDIT TITLING TRUST and its assigns.
By signing "You" (Lessee and Co-Lessee) agree to lease this Vehicle according to the terms on the front and back of this lease.

Table with columns: New/Used/Demo, Mileage at Delivery, Year/Make/Model, GVW # Truck (lbs), Vehicle ID #, Vehicle Use

Table with 4 columns: 1. Amount Due At Lease Signing or Delivery, 2. Monthly Payments, 3. Other Charges, 4. Total of Payments

Table with 2 columns: 5. Amounts Due At Lease Signing or Delivery, 6. How the Amount Due at Lease Signing or Delivery will be paid

Table for item 7: Your monthly payment is determined as shown below. Includes rows for Gross capitalized cost, Capitalized cost reduction, Adjusted capitalized cost, Residual value, Depreciation, Rent charge, Lease payments, Base monthly payment, Monthly sales/use tax, Total monthly payment, Lease term in months.

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

8. Excess Wear and Use. You may be charged by progressive wear based on our standards for normal use. At the scheduled end of this lease, unless You purchase the Vehicle, You must pay to Lessor 1.25 cents per mile for each mile in excess of 24,000 miles shown on the odometer.

9. Extra Mileage Option Credit. At the scheduled end of this lease, You will receive a credit of N/A cents per unused mile for the number of unused miles between N/A and N/A miles, less any amounts You owe under this lease.

10. Purchase Option at End of Lease Term \$12820.50 plus official fees and taxes is Your lease and purchase option price. You have the option to purchase the Vehicle from Lessor in cash for the purchase option price at the end of this lease term if You are not in default.

Other Important Terms. See Your lease documents for additional information on early termination, purchase option and maintenance responsibilities, warranties, late and default charges, insurance, and any security interests, if applicable.

11. WARRANTY The Vehicle is covered by any warranty, extended warranty or service contract indicated below:
[X] Standard new Vehicle warranty provided by the manufacturer or distributor of the Vehicle.

If the Vehicle is of a type normally used for personal use and the Lessor, or the Vehicle's manufacturer, extends a written warranty or service contract covering the Vehicle within 90 days from the date of this lease, 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 except as otherwise required by state law.

12. OFFICIAL FEES AND TAXES \$ 1402.40
The estimated total amount You will pay for official and license fees, registration, title and taxes over the term of Your lease, whether included with Your monthly payments or assessed otherwise. The actual total of fees and taxes may be higher or lower depending on the tax rates in effect or the value of the leased property at the time a fee or tax is assessed.

13. LESSOR SERVICES (See item 18 on back)

14. LATE PAYMENTS You will pay a late charge on each payment that is not received within 10 days after it is due. The charge is 7.5% of the full amount of the scheduled payment or \$50.00 whichever is less.

15. LIFE, DISABILITY AND OTHER INSURANCE These coverages are not required to enter into this lease and will not be provided unless You sign below. If insurance is to be obtained by Lessor, the coverages are shown in a notice given to You this date and are for the term of this lease.

Insurance coverage table with columns: Insurance Type, Insured, Initial Coverage Amount, Monthly Coverage, Premium. Includes Life Insurance, Disability Insurance, and Other Insurance.

Table for item 16: Itemization of Gross Capitalized Cost. Columns: Agreed Upon Value of Vehicle, Sales/Tax/Title/Other Applicable Fees, Title Fees, License & Registration Fees, Extended Warranty & Service Contract, Lessor Services, Acquisition Fee, Documentation Fee, Life Insurance Premium, Disability Insurance Premium, Total Gross Capitalized Cost.

SIGNATURES AND IMPORTANT NOTICES

Modification: This lease sets forth all of the agreements of Lessor and You for the lease of the Vehicle. There is no other agreement. Any change in this lease must be in writing and signed by You and Ford Credit.
Lessor: HERBERT SOUTH By: [Signature] Title: [Title]
Co-Lessee: JANICE MAE SOUTH By: [Signature] Title: [Title]

NOTICE: (1) Do not sign this lease before You read it or if it has any blank space to be filled in. (2) You have the right to get a filled-in copy of this lease. You state that You have been given a filled-in copy of this lease at the time You sign it and notice of an assignment of this lease by the Lessor to Holder.
Lessor: HERBERT SOUTH By: [Signature] Title: [Title]
Co-Lessee: JANICE MAE SOUTH By: [Signature] Title: [Title]

Lessor is hereby notified that Holder has assigned to "Intermediary," as defined in the Red Carpet Lease Assignment, its rights (but not its obligations) with respect to the purchase of this Vehicle and the sale of this Vehicle at lease termination.
Lessor accepts this lease and assigns it to Holder under the terms of the Red Carpet Lease - WOR Plan agreement between Lessor and Lincoln Mercury, Inc.
Lessor: HANSEN FORD LINCOLN MERCURY, INC. By: [Signature] Title: [Title]

Questions?? Contact Ford Credit at 1-800-727-7000 or www.fordcredit.com
NOTICE: SEE OTHER SIDE FOR IMPORTANT INFORMATION
ORIGINAL

EXHIBIT B

VEHICLE MAINTENANCE, INSURANCE AND USE

17. VEHICLE USE AND SUBLEASING You will not use, or permit others to use the Vehicle (a) in violation of any law; (b) contrary to the provisions of any insurance policies covering the Vehicle; (c) outside the state where first titled or registered for more than 30 days without Ford Credit's written consent; (d) outside the United States, except for less than 30 days in Canada or (e) as a private or public carrier. You will keep the lease and Vehicle free of all liens and encumbrances. You will not assign or sublease any interest in the Vehicle or lease without Ford Credit's written consent.

18. VEHICLE MAINTENANCE AND OPERATING COSTS Proper Vehicle maintenance is your responsibility. You must maintain and service the Vehicle at your own expense, using materials that meet the manufacturer's specifications. This includes following the owner's manual and maintenance schedule, documenting maintenance performed, and making all needed repairs. You are also responsible for all operating costs such as gas and oil. Lessor will provide the service(s), if any, identified in the Lessor Services section under the terms of a separate agreement. The manufacturer will invalidate warranty coverage on parts affected by a failure to maintain the Vehicle as required by the manufacturer. (See Lessor Services on the front of lease)

19. DAMAGE REPAIR You are responsible for repairs of All Damage which are not a result of normal wear and use. These repairs include, but are not limited to, those necessary to return the Vehicle to its pre-accident condition, including repairs to Exterior Sheet Metal and Plastic Components, and to Vehicle Safety Systems, including air bag, seat belt and bumper system components. Replacement of Sheet Metal must be made with Original Equipment Manufacturer Sheet Metal. All other repairs must be made with Original Equipment Manufacturer parts or those of equal quality. Discuss this requirement with your insurance company prior to signing a collision repair estimate or before authorizing any collision repair work.

If you have not had the repairs made before the Vehicle is returned at the scheduled end of this lease, you will pay the estimated costs of such repairs, even if the repairs are not made prior to Holder's sale of the Vehicle.

20. VEHICLE INSURANCE You must insure the Vehicle during this lease. The insurance must be acceptable to Ford Credit and protect You and Holder from (a) comprehensive fire and theft insurance with a maximum deductible amount of \$1,000; and (b) collision and upset insurance with a maximum deductible of \$1,000; and (c) automobile liability insurance with minimum limits for bodily injury or death of \$30,000 for any one person and \$60,000 for any one accident; and \$10,000 for property damage. If the state in which you will register the Vehicle establishes or changes the minimum automobile liability insurance limits greater than those listed above for bodily injury or death and property damage insurance, you must insure the Vehicle and the Holder at the higher minimum limits established by the state. These amounts may not be sufficient to cover all Your liabilities. You may wish to consult Your insurance advisor about obtaining additional coverage. You will list the loss payee and additional insured as requested by Lessor. You must give Ford Credit evidence of this insurance.

You authorize Ford Credit, on Your behalf, to receive and endorse checks or drafts, and settle or release any claim under the insurance related to Holder's ownership of the Vehicle. You also agree to Holder any other insurance proceeds related to this lease or Holder's interest in the Vehicle.

If You or Ford Credit obtain a refund for amounts paid to third parties for insurance, service contracts, or any other amount paid to a third party included in the Gross Capitalized Cost of the lease, You must pay to the Holder the entire amount of the refund and You authorize the Holder to subtract the refund from the amount You owe under this lease.

LESSOR IS NOT PROVIDING VEHICLE INSURANCE OR LIABILITY INSURANCE

If You will register the Vehicle in, or change the garage location of the Vehicle, to a state where Ford Credit has established minimum automobile liability insurance limits greater than those listed above for bodily injury or death and property damage insurance, You must insure the Vehicle and the Holder at the higher minimum limits established by Ford Credit.

ENDING YOUR LEASE

21. TERMINATION This lease will terminate (and) upon (a) the end of the term of this lease, (b) the return of the Vehicle to Lessor, and (c) the payment by You of all amounts owed under this lease. Ford Credit may cancel this lease if You default.

22. RETURN OF VEHICLE If You do not buy the Vehicle, at lease end You must return it to Lessor unless Ford Credit specifies another place. If You fail to return the Vehicle, You must continue to pay the monthly payments plus other damages to Ford Credit, including amounts payable under default. Payment of these amounts will not allow You to keep the Vehicle.

23. STANDARDS FOR EXCESS WEAR AND USE You are responsible for all repairs to the Vehicle that are not the result of normal wear and use. These repairs include, but are not limited to those necessary to repair or replace: (a) Tires which are unmatched, unsafe or have less than 1/8 inch of remaining tread in any place; (b) Electrical or Mechanical defects or malfunctions; (c) Glass, Paint, Body Panels, Trim and Grill Work that are broken, mismatched, chipped, scratched, pitted, cracked, or if applicable, dented or rusted; (d) Interior tips, stains, burns or worn areas; and (e) All Damage which would be covered by collision or comprehensive insurance whether or not such insurance is actually in force. Replacement of Sheet Metal must be made with Original Equipment Manufacturer Sheet Metal. All other repairs must be made with Original Equipment Manufacturer parts or those of equal quality. Your use or repair of the vehicle must not invalidate any warranty.

If you have not had the repairs made before the Vehicle is returned at the scheduled end of this lease, you will pay the estimated costs of such repairs, even if the repairs are not made prior to Holder's sale of the Vehicle.

24. ODOMETER STATEMENT Federal law requires You to complete a statement of the Vehicle's mileage at the end of this lease.

25. VOLUNTARY EARLY TERMINATION AND RETURN THE VEHICLE You may terminate this lease early, if You are not in default, by returning the Vehicle to Lessor and paying the following: (a) an early termination fee of \$200, plus (b) the difference, if any, between the Unpaid Adjusted Capitalized Cost and the Vehicle's Fair Market Wholesale Value, plus (c) all other amounts then due under this lease. You will never pay more than the sum of the remaining unpaid lease payments, plus any excess wear and use and mileage charges, and all other amounts then due under this lease.

VOLUNTARY EARLY TERMINATION AND PURCHASE THE VEHICLE

You may purchase the Vehicle from Lessor at any time for the sum of the remaining payments, less any unearned Rent Charges, plus the purchase option price and all other amounts then due under this lease. Unpaid Adjusted Capitalized Cost is reduced on each payment due date. It is calculated by reducing the Adjusted Capitalized Cost each month by the difference between the Base Monthly Payment and the part of the Rent charges earned in that month on an actuarial basis. Rent charges are earned when due. Lessor or Ford Credit will provide You with a written explanation of the actuarial method upon Your request.

Fair Market Wholesale Value, at Your option, will be: (a) an amount agreed to by You and the Lessor, or (b) the value which could be realized at the wholesale sale of the Vehicle, as determined by a professional appraisal obtained by You at Your expense, within 10 days from termination from an independent third party agreeable to Ford Credit, or (c) if not established by agreement or appraisal, the net amount received by Ford Credit upon the sale of the Vehicle at wholesale.

Please contact Ford Credit at 1-800-727-7000 or www.fordcredit.com if You have any questions regarding terminating Your Rent Carpal Lease.

DEFAULT AND LOSS OF VEHICLE

26. DEFAULT You will be in default if (a) You fail to make any payment when due, or (b) a bankruptcy petition is filed by or against You, or (c) any governmental authority seizes the Vehicle and does not promptly and unconditionally release the Vehicle to You, or (d) You have provided false or misleading material information when applying for this lease, or (e) You fail to keep any other agreement in this lease.

If You are in default, Ford Credit may cancel this lease, take back the Vehicle and sell it at a public or private sale. You also give Ford Credit the right to go on Your property to peacefully repossess the Vehicle. Even if Ford Credit releases the Vehicle, You must still pay at once: (a) the difference, if any, between the Unpaid Adjusted Capitalized Cost and the value which could be realized at the sale of the Vehicle, plus (b) all other amounts then due under this lease. The value which could be realized at the sale of the Vehicle at Your option will be: (a) the net amount received by Ford Credit upon the sale of the Vehicle at wholesale, or (b) as determined by a professional appraisal obtained by You at Your expense within 10 days from

default, from an independent third party agreeable to Ford Credit. You must also pay all expenses, including reasonable attorneys fees, payable by Ford Credit to obtain, hold and sell the Vehicle, collect amounts due and enforce Holder's rights under the lease. You authorize Ford Credit to cancel Your insurance and apply any proceeds to Your obligation.

27. LOSS OR DESTRUCTION OF VEHICLE If the Vehicle is stolen or destroyed, You will pay to Ford Credit: (a) the Unpaid Adjusted Capitalized Cost, plus (b) all other amounts then due under this lease, minus (c) any insurance proceeds received by Ford Credit. (Gap Waiver) If You had in effect the insurance required under this lease and Ford Credit receives the full proceeds, You will pay to Ford Credit: (a) any past due monthly lease payments, plus (b) the amount of the applicable insurance deductible, plus (c) all other amounts then due under this lease. Even if the Vehicle is insured, until Ford Credit receives the appropriate amount above, You are responsible for the scheduled monthly payments.

ADDITIONAL INFORMATION

28. ASSIGNMENT AND ADMINISTRATION When You and Lessor sign this lease, Lessor will assign it to Holder, Ford Credit or a substitute will administer this lease. You must then pay all amounts due under this lease to Ford Credit.

If Ford Credit is not the Holder of this lease, Holder has appointed Ford Credit as its agent. As agent for Holder, Ford Credit has the power to act on Holder's behalf to administer, enforce, and defend this lease. If Lessor has agreed to repair or maintain the Vehicle, obtain any insurance or perform any other service, You will look only to the Lessor for these services.

29. TAXES You will promptly pay all fees, charges, and taxes relating to the lease or Vehicle (except for Lessor's or Holder's income taxes). You will pay these amounts even if they are assessed after lease end.

30. TITLING The Vehicle will be titled in the name of Holder. You will register the Vehicle as directed by Ford Credit. You will pay all license, title and registration costs.

31. LIFE INSURANCE If Ford Credit receives the benefits paid under any life insurance described on the reverse side, this lease will continue if there is a Co-Lessee. Any Co-Lessee will pay when due all amounts not paid by

the insurance, if there is no Co-Lessee, Ford Credit will accept a reasonable replacement designated by Your estate who agrees in writing to perform Your obligations not covered by the insurance.

32. INDEMNITY You will indemnify and hold harmless Lessor, Ford Credit and Holder and their assigns from any loss or damage to the Vehicle and its contents and from all claims, losses, injuries, expenses and costs related to the use, maintenance, or condition of the Vehicle. You will promptly pay all fines and tickets imposed on the Vehicle or its driver. If You do not pay, You will reimburse Ford Credit and pay a \$20 administration fee, unless prohibited by law, for every such fine, ticket, or penalty that must be paid on Your behalf.

33. SECURITY DEPOSIT Your security deposit may be used by Ford Credit to pay all amounts that You fail to pay under this Lease. You will not receive any interest, profits or other earnings on your security deposit(s).

34. GENERAL Except as otherwise provided by the law of the state where You reside, the law that will apply to this lease is the law of the state where the Lessor's place of business is, as set forth on the front of the lease. If that law does not allow any of the agreements in this lease, the ones that are not allowed will be void. The rest of this lease will still be good.

e-In	BODY TYPE	Model No.	Loan	Retail	Trade-In	BODY TYPE	Model No.	Loan	Retail
400	Ded W/out 3rd Row Seat		300	300	625	Add 6.8L V10 Eng.		625	700
400	Deduct W/out Rear Air		300	300	4100	Add 7.3L T-Diesel Eng.		4100	4325
3 EXCURSION-3/4 Ton-V10 MC: IV					2003 RANGER-1/2 Ton-V6 MC: II				
150	Utility XLT	U40	21025	26725	8750	Styleside	R10*	7875	10900
400	Utility XLT 7.3L TD	U40F	25125	31675	8850	Styleside LB	R10	7975	11000
150	Utility Eddie Bauer	U44	23100	29150	9150	Flare Side	R10*	8250	11325
400	Utility EB 7.3L TD	U44F	27200	34125	10875	Style Supercab 2D	R14*	9800	13175
150	Utility Limited	U42	23275	29375	11550	Style Supercab 4D	R44*	10400	13975
400	Utility Ltd. 7.3L TD	U42F	27375	34325	11275	Flare Supercab 2D	R14*	10150	13675
150	Utility XLT (4WD)	U41	22925	28950	11950	Flare Supercab 4D	R44*	10775	14400
400	Utility XLT 7.3L TD (4WD)	U41F	27000	33900	750	Add Edge Trim (Std. Tremor)		750	850
150	Utility Eddie Bauer (4WD)	U45	24975	31525	300	Add FX4 Off-Road Pkg.		300	350
400	Utility EB 7.3L TD (4WD)	U45F	29075	36525	600	Add XLT Trim		600	675
150	Utility Limited (4WD)	U43	25175	31725	1100	Add FX4/Level II O.R. Pkg.		1100	1225
400	Utility Ltd. 7.3L TD (4WD)	U43F	29250	36725	1025	Add Tremor Pkg.		1025	1150
300	Add 6.0L T-Diesel Eng (7.3L)		300	350	2900	Add 4 Wheel Drive		2900	3125
300	Add Rear Bucket Seats		200	225	300	Add Alum/Alloy Wheels		300	350
550	Add Rear Entertainment Sys		550	625	100	Add CD Player		100	125
75	Add Theft Recovery System		75	100	200	Add Cruise Control		200	225
625	Deduct 5.4L V8 Eng (V10)		625	625	150	Add Power Door Locks		150	175
550	Deduct W/out Leather		550	550	200	Add Power Windows		200	225
250	Deduct W/out Pwr Seat		250	250	75	Add Theft Recovery System		75	100
13 WINDSTAR-V6 MC: II					2003 F150-1/2 Ton-V8 MC: III				
350	Cargo Van	A54	8425	11550	11300	Style XL "WS" 6 3/4'	F17*	10175	13700
150	Wagon 3D	A50	10050	13550	11400	Style XL "WS" 8'	F17*	10275	13825
125	Wagon 4D LX	A51	11825	15700	12800	Styleside XL 6 3/4'	F17*	11525	15350
775	Wagon SE	A52	13300	17450	12900	Styleside XL 8'	F17*	11625	15450
425	Wagon SEL	A53	16600	21475	13500	Flare Side XL 6 3/4'	F07*	12150	16100
525	Wagon Limited	A58	17575	22650	24800	Lightning 6 3/4'	F073	22325	28250
700	Add 2-Pwr Sliding Doors (Std. SEL, Ltd.)		700	800	15400	S-Cab XL "WS" 6 3/4'	X17*	13875	18125
300	Add A/A Wheels (4D LX)		300	350	16900	Supercab XL 6 3/4'	X17*	15225	19725
100	Add CD (Van, Wgn 3D)		100	125	17000	Supercab XL 8'	X17*	15300	19825
500	Add Left Sliding Door (Wagon 3D)		500	575	17600	Flare Super XL 6 3/4'	X07*	15850	20600
200	Add Pwr Seat (4D LX)		200	225	20175	Flare SC K-Ranch 6 3/4'	X07*	18175	23325
300	Add Rear Air (Wgn 3D, 4D LX)		300	350	2003 F150 SUPERCREW-1/2 Ton-V8 MC: III				
200	Add Rear Bucket Seats (4D LX)		200	225	20100	XLT 5 1/2'	W07*	18100	23250
550	Add Rear Entertainment Sys		550	625					
75	Add Theft Recovery System		75	100					
200	Deduct W/out Cruise		200	200					
03 E SERIES VAN-1/2-1 Ton-V8 MC: III									
1025	E150 Cargo	E14	11725	15575					
1200	E150 Wagon	E11	13700	17900					
1625	E250 Cargo	E24	12275	16225					
1400	E250 Ext. Cargo	S24	12975	17050					
1225	E350 Cargo	E34	12825	16875					
1400	E350 Wagon	E31	14775	19175					
1600	E350 Ext. Cargo	S34	13500	17700					
1475	E350 Ext. Wagon	S31	15750	20450					
900	Add Chateau Trim		900	1000					
700	Add XLT Trim		700	800					

SEE TRUCK OPTION PAGE FOR ADDITIONAL OPTIONS
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Trade-In	BODY TYPE	Model No.	Loan	Retail	Trade-In	BODY TYPE	Model No.	Loan	Retail
21600	Lariat 5 1/2'	W07*	19450	24850	14775	Utility 4D XLT (4WD)	U04	13300	17450
21800	King Ranch 5 1/2'	W07*	19625	25075	250	Add A/A Wheels (XLS)		250	300
28300	Harley 5 1/2'	W073	25475	32100	400	Add Leather Seats		400	450
2003 F250 SUPER DUTY-3/4 Ton-V8 MC: III					2002 EXPLORER SPORT TRAC-V6 MC: II				
16850	Styleside XL 8'	F20*	15175	19650	17475	Utility 4D (4WD)	U77	15750	20450
20150	Supercab XL 6 3/4'	X20*	18150	23300	2002 EXPLORER-V6 MC: II				
20250	Supercab XL 8'	X20*	18225	23425	1775	Wagon 2D Sport	U60	9700	13075
22050	Crew Cab XL 6 3/4'	W20*	19850	25350	12700	Wagon 4D XLS	U62	11450	15250
22150	Crew Cab XL 8'	W20*	19950	25450	14850	Wagon 4D XLT	U63	13375	17525
2003 F350 SUPER DUTY-1 Ton-V8 MC: III					EXPLORER SPORT TRAC/EXPLORER OPTIONS				
17700	Styleside XL 8'	F30*	15950	20700	275	Add 3rd Row Seat		275	325
21000	Supercab XL 6 3/4'	X30*	18900	24225	450	Add 4.6L V8 Engine		450	500
21100	Supercab XL 8'	X30*	19000	24325	75	Add CD Player (XLS)		75	100
22900	Crew Cab XL 6 3/4'	W30*	20625	26250	400	Add Leather Seats (Std. Eddie Bauer, Ltd.)		400	450
23000	Crew Cab XL 8'	W30*	20700	26350	225	Add Pioneer Stereo Sys (Sport/Sport Trac)		225	250
F SERIES PICKUP OPTIONS					2002 EXPEDITION-1/2 Ton-V8 MC: IV				
300	Add FX4 Off-Road Pkg.		300	350	18100	Utility XLT	U15	16300	21125
1150	Add Heritage Trim (Ex. XLT)		1150	1300	21350	Eddie Bauer	U17	19225	24575
1700	Add King Ranch Trim (Super Duty)		1700	1900	20100	Utility XLT (4WD)	U16	18100	23250
1500	Add Lariat Trim (XL)		1500	1675	23350	Eddie Bauer (4WD)	U18	21025	26725
350	Add STX Trim		350	400	150	Add CD (Std. Eddie Bauer)		150	175
725	Add XLT Trim (XL)		725	825	475	Add Leather Seats (Std. Eddie Bauer)		475	550
2850	Add 4 Wheel Drive		2850	3075	650	Add Power Sunroof		650	725
5300	Add 6.0L T-Diesel Eng.		5300	5525	175	Add Rear Bucket Seats		175	200
625	Add 6.8L V10 Eng		625	700	450	Add Rear Entertainment Sys		450	500
5000	Add 7.3L T-Diesel Eng		5000	5225	75	Add Theft Recovery System		75	100
900	Add 7700 Payload Pkg (F150)		900	1000	375	Deduct W/out 3rd Row Seat		375	375
350	Add Alum/Alloy Wheels (Std. S-Crew, Lightning, King Ranch)		350	400	275	Deduct W/out Rear Air		275	275
325	Add Audiophile Stereo Sys		325	375					
150	Add Compact Disc Player (Std. S-Crew, Lightning, King Ranch)		150	175					
725	Add Dual Rear Wrts		725	825					
500	Add Leather Seats*		500	575					
225	Add Power Seat*		225	250					
650	Add Power Sunroof		650	725					
200	Add Rear Bucket Seats (K-Ranch/S-Crew, SuperDuty)		200	225					
550	Add Rear Entertainment Sys		550	625					
75	Add Theft Recovery System		75	100					
775	Deduct V6 Eng		775	775					
725	Deduct W/out Air Cond		725	725					
625	Deduct W/out AT		625	625					
225	Deduct W/out Cruise		225	225					
175	Deduct W/out Tilt		175	175					
					*Std. Light, S-Crew Lariat/Harley, K-Ranch				
FORD									
2002 ESCAPE-V6 MC: II									
11525	Utility 4D XLS	U01	10375	13950					
13075	Utility 4D XLT	U03	11775	15650					
13225	Utility 4D XLS (4WD)	U02	11925	15800					

SEE TRUCK OPTION PAGE FOR ADDITIONAL OPTIONS
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EXHIBIT C

TRUCKS

04-03459-0

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:
Herbert J South
and Janice M South,
Debtors,

Case No. 04-60204

Chapter 13 Case

VERIFICATION FOR MOTION FOR RELIEF FROM STAY

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) 31251463.
2. The Debtor leases a 2002 FORD EXPLORER 2D SPORT 4WD from the Creditor. The monthly lease payment is \$501.44. As of today, the lease payments are delinquent \$76.44 for payments owing since August 7, 2004. The last payment credited to the account on August 16, 2004 for \$526.44. The Creditor owns the leased vehicle. The current NADA published retail value for the leased vehicle is \$15,000.00. The Debtor is believed to be in possession of the vehicle.
3. Debtor's confirmed plan provides for direct payments to Creditor; Debtor is failing to stay current on the direct payments.
4. The lease terminates by its own provisions on September 22, 2004.
5. True and correct copies of the title documents are attached to the Motion as Exhibit "A". True and correct copies of the lease documents are attached as Exhibit "B".

Dated: 8-20-04



Vera Shea
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:
Herbert J South
and Janice M South,

Debtors,

Case No. 04-60204

Chapter 13 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

Debtor's Chapter 13 Plan has been filed with the Court. The plan provides for Debtors to pay Movant directly on the post-petition lease payments.

Debtor is in possession of the vehicle subject to a lease agreement dated 6/22/02, and such agreement is a true lease, and not a retail installment contract, as defined by Minn. Stat. §336.2A - 103(j) and §168.66. Movant is the registered owner of the vehicle as reflected by the Certificate of Title. According to the terms of the lease, Debtor is to make monthly payments of \$501.44 for use of the vehicle. Debtor must also pay for any excess mileage and excess wear and tear at termination of the lease. Debtor has the option to purchase the vehicle at the end of the lease agreement by paying the purchase option price in cash.

Debtor is delinquent on lease payments due since August 7, 2004. The NADA retail value of the vehicle is \$15,000.00. NADA pages for this vehicle value are attached as Exhibit "C".

The lease terminates by its own provisions on September 22, 2004.

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

The Plan does not provide for assumption of the Lease and for future payments to Movant in accordance with the Lease, including specifically payment of any excess mileage, excess wear and tear,

and early termination charges, as well as the monthly lease payment.

ARGUMENT

Pursuant to §362(d)(1) of the Bankruptcy Code, relief from the automatic stay shall be granted upon request of a creditor "for cause, including the lack of adequate protection of an interest in property of such creditor." 11 U.S.C. §362(d)(1).

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

If there has been a default in an unexpired lease, the Debtor may not assume the lease unless the Debtor provides for a prompt cure of the default and provides adequate assurance of future performance. 11 U.S.C. §365 (b)(1). Failure to do so constitutes cause, within the meaning of §362(d)(1), entitling Movant to relief from the stay. In re Reice, 88 B.R. 676 (Bkrcty.E.D.Pa. 1988); but see, In re O-Jay Foods, Inc., 110 B.R. 895 (Bkrcty.D.Minn. 1989). Debtor has failed to propose a prompt cure of the existing default.

11 U.S.C. §363(e) permits the court to condition any use of leased property on providing adequate protection to the lessor and, if such adequate protection is provided, then lessor is excluded for seeking relief from the stay under §362. However, the Debtor has not provided Movant with any adequate protection and the court has not established any prohibition or condition on the continued use of the leased property which would exclude Movant from seeking relief under § 362.

Assumption or rejection of an unexpired lease of personal property is subject to court approval and may be done at any time before confirmation of the plan. §365(a) and (d). The plan does not provide for the assumption of the Lease nor for future payments to Movant pursuant to the Lease.

If a lessor is economically disadvantaged by a Debtor retaining leased property without making payments, the lessor can move for relief from the automatic stay under §362(d). In re Intran Corp., 62

B.R. 435, 436 (Bkrcty. D.Minn. 1986). Adequate protection is the "safeguard" to protect a lessor and moving for relief from the automatic stay or seeking adequate protection is the proper method by which a lessor may force the debtor to either surrender the leased property or make payments equal to the lessor's interest in the property. Id. at 436.

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

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 23, 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:
Herbert J South
and Janice M South,

Debtors,

Case No. 04-60204

Chapter 13 Case

UNSWORN CERTIFICATE OF SERVICE

I, Linda Jeanne Jungers, declare under penalty of perjury that on August 24, 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.

Herbert J South
916 7th St S
Bemidji, MN 56619

Janice M South
916 7th St S
Bemidji, MN 56619

Thomas V Omdahl
424 Demers Ave
Grand Forks, ND 58203

Michael J Farrell
Bankruptcy Trustee
PO Box 519
Barnesville, MN 56514

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

Executed on: August 24, 2004

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

04-03459-0

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:
Herbert J South
and Janice M South,
Debtors,

Case No. 04-60204

Chapter 13 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 terminate the Lease, and to repossess and sell the
2002 FORD EXPLORER 2D SPORT 4WD, VIN 1FMZU70E22UC30758
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