

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re: Richard Howard Wisk,

Debtor: Chapter 7 Case
Case No. BKY 04-60913-DDO.

**NOTICE OF HEARING AND
MOTION FOR RELIEF FROM STAY**

TO: The Debtor, Debtor's Attorney, Chapter 7 Trustee, United States Trustee, and the other parties in interest specified in Local Rule 9013-3(a).

1. **Minnesota Housing Finance Agency (Movant)**, a secured creditor of the Debtor herein, by its undersigned attorney, moves the Court for the relief requested below and gives notice of hearing herewith.

2. The Court will hold a hearing on this motion at 1:00 o'clock p.m., on October 26 , 2004, before the Honorable Dennis D. O'Brien in Courtroom 2, U.S. Post Office Building, 118 So. Mill Street, Fergus Falls, MN or as soon thereafter as counsel can be heard.

3. Any response to this motion must be filed and delivered not later than October 21 , 2004, which is three (3) days before the time set for the hearing (excluding Saturdays, Sundays, and holidays), or filed and served by mail not later than October 15 , 2004, which is seven (7) 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 RELIEF REQUESTED IN THE MOTION WITHOUT A HEARING.

4. This motion is filed pursuant to Bankruptcy Rule 4001 and Local Rule 9013-2 and Movant seeks relief from the automatic stay of 11 U.S.C. §362 with respect to certain real property owned by the Debtor and subject to Movant's first mortgage lien.

5. The Petition commencing this Chapter 7 Case was filed on August 4, 2004, and the case is now pending in this Court. This Court has jurisdiction over this motion pursuant to 28 U.S.C. §157(a), §1334, 11 U.S.C. §362(d), Bankruptcy Rule 5005, Local Rule 1070-1 and other applicable rules. This proceeding is a core proceeding.

6. By certain mortgage dated April 30, 1999, in the original principal amount of \$78,275.00 (**Mortgage**), Movant acquired a first mortgagee's interest in the following real property (**Property**):

Lot Five (5), Block One (1), Agassiz Subdivision, Crookston, Minnesota.

The Mortgage was filed for record in the office of the County Recorder, in and for Polk

County, Minnesota, on April 30, 1999, as document number 568469.

7. The subject property has a market value of \$90,000.00. Furthermore, the subject real estate is encumbered in the amount of \$46,596.39 by other mortgage(s) and/or lien(s). The total amount of debt secured by the subject property is \$118,086.49, including Movant's mortgage. Hence, Debtor has little or no actual equity in the property.

8. Debtor's three (3) month delinquency under the terms of the Mortgage constitute cause, within the meaning of 11 U.S.C. §362(d)(1), entitling Movant to relief from the automatic stay. Movant does not have, and has not been offered, adequate protection of its interest in the Property.

WHEREFORE, Movant, by its undersigned attorney, moves the Court for an order modifying the automatic stay of 11 U.S.C. §362(a) so as to permit Movant to foreclose its Mortgage on the Property and for such other relief as the Court may deem to be just, fair and equitable.

Dated this 5th day of October, 2004.

PETERSON, FRAM AND BERGMAN

A Professional Association

BY: /e/ Michael T. Oberle
Michael T. Oberle, Atty. Reg. #130126
Attorneys for Movant
Suite 300, 50 East Fifth Street
St. Paul, Minnesota 55101-1197
Telephone: (651) 291-8955

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re: Richard Howard Wisk,

Debtor: Chapter 7 Case
Case No. BKY 04-60913-DDO.

AFFIDAVIT IN SUPPORT OF
MOTION FOR RELIEF FROM STAY

STATE OF TEXAS)
) ss.
COUNTY OF TRAVIS)

I, LILIANA RAMIREZ, your affiant, being first duly sworn on
oath, state as follows:

1. I am an employee of Guaranty Residential Lending, Inc., the company which
is the duly authorized loan servicer for the subject mortgage which is held by **Minnesota
Housing Finance Agency (Movant)**, and I have personal knowledge of the facts stated herein.

2. I make this Affidavit in support of a motion to lift, modify or condition the
bankruptcy stay.

3. Debtor is the mortgagor on a mortgage dated April 30, 1999 which covers real property located in Polk County and legally described as follows:

Lot Five (5), Block One (1), Agassiz Subdivision, Crookston, Minnesota,

and which is commonly known as: 309 Campbell Road, Crookston MN 56716. The mortgage was given to secure a promissory note. Copies of the note and the mortgage are attached hereto as Exhibit A and Exhibit B, respectively, and incorporated herein by this reference. The mortgage was assigned to Movant on April 30, 1999. A copy of the assignment is attached hereto as Exhibit C and incorporated herein by this reference.

4. On or about August 4, 2004, Debtor filed a Petition under Chapter 7 of Title 11 U.S. Code in the United States Bankruptcy Court for the District of Minnesota.

5. Debtor has failed to make three (3) payments, resulting in an arrearage of \$1,622.55, including late charges. The total mortgage debt is \$71,490.10, which includes accrued interest through September 30, 2004. Thereafter, interest accrues on the unpaid principal balance at \$12.10 per day. Movant has also incurred attorney's fees and costs in the bringing of this motion.

6. Based upon information and belief, the subject property has a market value of \$90,000.00. Furthermore, it is believed that the subject real estate is encumbered in the amount of \$46,596.39 by other mortgage(s) and/or lien(s). The total amount of debt

secured by the subject property is \$118,086.49, including Movant's mortgage.

7. I have read the Motion in this matter, and it is true to the best of my knowledge, information and belief.

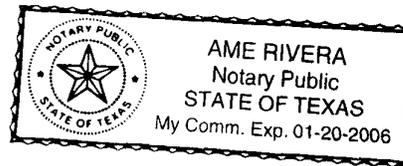
8. Further, I saith not.

LILIANA RAMIREZ

Subscribed and sworn to before me
this 17 day of September, 2004.

AME RIVERA

Notary Public



#4073934

AP# 72 V15K410010

LN# 872 110010

NOTE

April 30, 1999
[Date]

CROOKSTON
[City]

MINNESOTA
[State]

300 CAMPBELL RD. CROOKSTON, MN 56716
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$78,275.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is BREMCA BANK, NATIONAL ASSOCIATION. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 6.3000%. The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month. I will make my monthly payments on the 1st day of each month beginning on June 1, 1999. I will make those payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on May 1, 2029, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date." I will make my monthly payments at 201 N. BROADWAY, CROOKSTON, MN 56716 or at a different place if required by the

Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$484.50

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so. I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

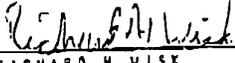
AP# 72 WISH410010

LN# 872 410010

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay those sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 3 of this Note.
WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.



RICHARD H. WISK (Seal)
-Borrower

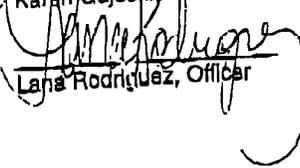
(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Sign Original Only)

Pay to the order of
MINNESOTA HOUSING FINANCE AGENCY
without recourse.
Bremer Bank
National Association


Karan Gajeski, Officer

Lana Rodriguez, Officer

189

000460

POLK COUNTY RECORDER
POLK COUNTY, MINNESOTA

I hereby certify that within instrument was filed in this
office for record on the 30th day of April A.D.
1999 at _____ o'clock P.M. and duly recorded

as Doc. # 568409
Sheryl Hanson Cariveau Co-Rec
SHERYL HANSON CARIVEAU, County Recorder

Sheryl Hanson Cariveau
DTB 1999 #4481

No. 44677
Registration tax herein of \$ 180.00
paid this 30 day of Apr 19 99
by *Richard H Wisk*
County Auditor-Treasurer
Deputy/blank
C1 # 4483

[Space Above This Line For Recording Data]

Loan No. 872 410010

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on
The mortgagor is RICHARD H WISK, A SINGLE PERSON

April 30, 1999

("Borrower"). This Security Instrument is given to BREMER BANK, NATIONAL ASSOCIATION
which is organized and existing under the laws of the United States of America
, and whose address is
201 N. BROADWAY, CROOKSTON, MN 56716
("Lender"). Borrower owes Lender the principal sum of Seventy Eight Thousand Two Hundred
Seventy Five and no/100
Dollars (U.S. \$ 78,275.00). This debt is evidenced by Borrower's note dated the
same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt,
if not paid earlier, due and payable on May 1, 2029 and for interest at the yearly rate of
6.3000 percent. This Security Instrument secures to Lender: (a) the repayment
of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the
Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the
security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements

MINNESOTA - Single Family - FNMA/FHLMC UNIFORM INSTRUMENT

Page 1 of 8

Form 3024 8/90 Amended 5/91

ELF-6R(MN) 1/02

ELECTRONIC LASER FORMS, INC. 1989 327-05-1

Loan No. 872 410010
under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant
and convey to Lender, with power of sale, the following described property located in
POLK County, Minnesota:
LOT FIVE (5), BLOCK ONE (1), AGASSIZ SUBDIVISION, CROOKSTON, MINNESOTA.

82-3778

which has the address of 309 CAMPBELL RD, CROOKSTON (Street, City),
Minnesota 56716 (Zip Code) ("Property Address");

TOGETHER WITH all the Improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentally, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides

initials: RHL

made subject to this Addendum. In the event of any conflict between the provisions of this Addendum and the provisions of the Mortgage Deed or Note, the provisions of the Addendum shall control.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Mortgage, Borrower and Lender further covenant and agree as follows:

NO ASSUMPTION OF INDEBTEDNESS; TRANSFER OF PROPERTY

Borrower hereby covenants and agrees that:

- (a) Notwithstanding Paragraph 17 of the Mortgage or anything to the contrary contained in the Note, Mortgage or any other documents securing the same, if all or any part of the Property or any interest therein is sold, transferred, or otherwise conveyed (whether by deed, contract for deed, lease for a term of more than one year, or otherwise), and whether voluntarily or involuntarily, either while the Borrower is living or by reason of death of the Borrower, (excluding the transfer of the Property by operation of law or devise to a surviving Borrower joint tenant or former tenant in common, for so long as said surviving Borrower joint tenant, devisee or owner occupied the Property as his or her principal place of residence) the holder of the Note and Mortgage may, at the holder's sole option and discretion, declare all installments then remaining unpaid on the Note together with accrued interest to be immediately due and payable.
- (b) Notwithstanding Paragraph 17 of the Mortgage or anything to the contrary contained in the Note or Mortgage, the loan evidenced by the Note and Mortgage and any other documents securing the same shall not be assigned or transferred by the undersigned for assumption of payments not assumed without the prior written consent of the holder of the Note and Mortgage, which consent shall be at the said holder's sole option and discretion.
- (c) Notwithstanding Paragraph 17 of the Mortgage or anything to the contrary contained in the Note, Mortgage or any other documents securing the same, if Borrower omits or misrepresents a material fact in an application for the loan secured by the Mortgage, or without limitation, misrepresents a material fact in an application for the loan secured by the Mortgage, or without limitation, misrepresents a material fact as stated in Borrower's Affidavit, the contents of which are incorporated herein by reference as if fully set forth at this point, then the holder of the Note and Mortgage may, at the holder's sole option and discretion, declare all installments then remaining unpaid on the Note together with accrued interest to be immediately due and payable.

IN WITNESS WHEREOF, the Mortgagor(s) has hereunto set his hand on the day and year first hereinbefore written.

Richard H. Wisk
Borrower

Borrower

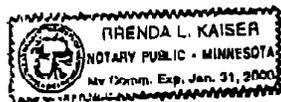
State of Minnesota

ss.

County of Polk

On this 30th day of April, 19 99 before me personally appeared Richard H. Wisk, a single person

known to me to be the person(s) whose name(s) (are) (is) subscribed to the within instrument, and acknowledged to me that (he) (she) (they) executed the same.



Brenda L. Kaiser
Notary Public Polk Co., MN.
My Comm. expires: 1-31-2000

568470

POLK COUNTY RECORDER
POLK COUNTY, MINNESOTA

I hereby certify that within the jurisdiction of this office for record on the 30th of April, 1999, 2 o'clock P.M. and duly recorded.

Doc. # 568470
Sheryl Hanson Cariveau, Co-Rec
SHERYL HANSON CARIVEAU, County Recorder

Mary Dora Robinson
0720 1950
JWH 4481

SPACE ABOVE THIS LINE FOR RECORDER'S USE

LOAN NO. 872 410010

CORPORATION ASSIGNMENT OF REAL ESTATE MORTGAGE

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to MINNESOTA HOUSING FINANCE AGENCY 400 SIBLEY STREET, SUITE 300, ST. PAUL, MN 55101 a corporation organized and existing under the laws of Minnesota all the rights, title and interest of undersigned in and to that certain Real Estate Mortgage dated April 30, 1999 executed by RICHARD H WISK, A SINGLE PERSON

to BREMER BANK, NATIONAL ASSOCIATION

and whose address is 201 N. BROADWAY CROOKSTON, MN 56716

and recorded in Book/Volume No. POLK page(s) as Document No. 568469 on April 30, 1999. County Records, State of Minnesota

on real estate legally described as follows:

LOT FIVE (5), BLOCK ONE (1), AGASSIZ SUBDIVISION, CROOKSTON, MINNESOTA.

82-3748

TOGETHER with the note or notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Real Estate Mortgage.

DATED: April 30, 1999

BREMER BANK NATIONAL ASSOCIATION
Lana Rodriguez
Lana Rodriguez, Loan Operations Officer
Lori Robinson
Lori Robinson, Loan Operations Officer

STATE OF MINNESOTA
COUNTY OF DAKOTA

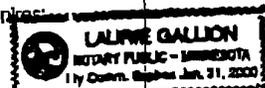
On April 30, 1999 before me, the undersigned, a Notary Public in and for the said County and State, personally appeared Lana Rodriguez and Lori Robinson

to me personally known, who, being duly sworn by me, did say that he/she is the Loan Operations Officer and Loan Operations Officer

of the corporation named herein which executed the within instrument, that the seal affixed to said instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation pursuant to its by-laws or a resolution of its Board of Directors and that he/she acknowledges said instrument to be the free act and deed of said corporation.

OFFICIAL SEAL
NO CORPORATE SEAL

Laurie Gallion
Notary Public for the state of
My commission expires



This instrument was drafted by: BREMER BANK, NATIONAL ASSOCIATION
201 N. BROADWAY, CROOKSTON, MN 56716

When Recorded Mail To: Bremer Bank, N.A., 633 S. Concord St. #210, S. St. Paul, MN 55105

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re: Richard Howard Wisk,

Debtor: Chapter 7 Case
Case No. BKY 04-60913-DDO.

MEMORANDUM OF LAW

Minnesota Housing Finance Agency (**Movant**) submits this memorandum of law in support of its motion for relief from the stay in the above-entitled matter.

FACTS

Movant holds a valid, duly perfected mortgage on certain real property owned by Debtor. The Debtor is delinquent with respect to payments due under the mortgage for the months of July 2004 through September 2004 in a total amount of \$1,622.55, including late charges. The total mortgage debt is \$71,490.10, which includes accrued interest through September 30, 2004. Thereafter, interest accrues on the unpaid principal balance at \$12.10 per day.

The subject property has a market value of \$90,000.00. Furthermore, the subject real estate is encumbered in the amount of \$46,596.39 by other mortgage(s) and/or lien(s). The total amount of debt secured by the subject property is \$118,086.49, including Movant's mortgage.

ARGUMENT

Under §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 payments due under the terms of the mortgage for a period of over three (3) months. Debtor has little or no actual equity in the property; hence, Movant lacks adequate protection in the form of an equity cushion in the property. Furthermore, debtor has otherwise failed to provide Movant with adequate protection of its interest in the property.

Such circumstances constitute cause, within the meaning of §362(d)(1), justifying relief from the stay. In Re Tainan, 48 B.R. 250 (Bkrtcy E.D. Pa. 1985); In Re Quinlan, 12 B.R. 516 (Bkrtcy. W.D. Wis. 1981).

Accordingly, Movant is entitled to an order terminating the stay of 11 U.S.C. §362(a) and authorizing it to foreclose its mortgage on the property.

Dated this 5th day of September, 2004.

PETERSON, FRAM AND BERGMAN
A Professional Association

BY: /e/ Michael T. Oberle
Michael T. Oberle
Atty. Reg. #130126

Attorneys for Movant
Suite 300, 50 East Fifth Street
St. Paul, Minnesota 55101
Telephone: (651) 291-8955

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In Re: Richard Howard Wisk,

**Debtor: Chapter 7 Case
Case No. BKY 04-60913-DDO.**

**UNSWORN DECLARATION
FOR PROOF OF SERVICE**

I, Michael T. Oberle, employed by **PETERSON, FRAM AND BERGMAN, P.A.**, attorneys licensed to practice in this court, with an office at Suite 300, 50 East Fifth Street, St. Paul, MN, 55101, declare that on October 5, 2004 I served the annexed: a) Notice of Hearing and Motion for Relief from Stay, b) Affidavit in Support of Motion for Relief from Stay, c) Memorandum of Law, and d) proposed Order for Relief upon each of the parties listed below by mailing to each of them a copy of each thereof, enclosed in an envelope, first class postage prepaid, and by depositing same in the post office at St. Paul, Minnesota, directed to them at their last known addresses, as follows:

United States Trustee
300 S 4th St # 1015
Minneapolis MN 55415-1329

Homecomings Financial
P.O. Box 650515
Dallas, TX 75265-0515

Richard Howard Wisk
309 Campbell Road
Crookston MN 56716

Tamara L. Yon
Chapter 7 Trustee
PO Box 605
Crookston MN 56716

Household Financial Corp.
P.O. Box 4153k
Carol Stream, IL 60197-4153

Shawn L. Autrey, Esq.
301 North Third Street Suite 200
Grand Forks ND 58201

And I declare, under penalty of perjury, that the foregoing is true and correct.

Signed: /e/ Michael T. Oberle

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re: Richard Howard Wisk,

Debtor: Chapter 7 Case
Case No. BKY 04-60913-DDO.

ORDER FOR RELIEF FROM AUTOMATIC STAY

The above-entitled matter came before the Court on October 26, 2004, on the motion of Minnesota Housing Finance Agency (**Movant**) seeking relief from the automatic stay of 11 U.S.C. §362(a). Based upon the statements of counsel and all of the files, records and proceedings herein, the Court now finds that cause exists entitling Movant to the requested relief.

NOW, THEREFORE, IT IS HEREBY ORDERED that the automatic stay of 11 U.S.C. §362(a) is immediately terminated as to Movant; and, Movant, its successors or assigns, are hereby authorized to foreclose pursuant to Minnesota law that certain Mortgage dated April 30, 1999, filed for record in the office of the County Recorder in and for Polk County, Minnesota, on April 30, 1999, and recorded as Document No. 568469 and covering real property located in Polk County, Minnesota, which is legally described as follows:

Lot Five (5), Block One (1), Agassiz Subdivision, Crookston, Minnesota.

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

Dated this ____ day of _____, 2004.

Dennis D. O'Brien
United States Bankruptcy Judge