
In Re:
Gerald G Rankila
and Marilyn J Rankila,
Debtors,

Case No. 04-61116

Chapter 7 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 October 26, 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 October 21, 2004 which is three days before the time set for the hearing (excluding Saturdays, Sundays, and holidays), or filed and served by mail not later than October 15, 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 September 21, 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 1997 Dodge Caravan vehicle (the collateral), and requests the court permit Movant to immediately enforce the order requested, lifting the 10 day stay imposed by Rule 4001(a)(3).

6. Movant requests relief from the stay for cause under §362(d)(1). Debtors are delinquent under the terms of the original contract with Movant. Movant requests relief under §362(d)(2). The Debtors have 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 the person who signed the verification to this motion, or some other representative of Movant, from Movant's offices in Minnesota, to testify regarding the debt and 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 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 such other relief as may be just and equitable.

Dated: October 1, 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
DRIVER & VEHICLE SERVICES DIVISION
445 MINNESOTA ST., ST. PAUL, MN 5510
CONFIRMATION OF LIEN PERFECTION DEB

RANKILA GERALD GENE
214 JACKSON AVE SW
WADENA MN 56482

Permit No 171
St Paul MN

*

486PSH

1ST SECURED PARTY

LIEN HOLDER

| | | | |
|--------------------------|--------------|---------------------------|-----------------------|
| 97 Year | DODG Make | SVCAR Model | W1684N194 Title NR |
| 2B4FP2533VR389408 VIN | | 10/20/00 Security Date | NO Rebuilt |

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

FORD MOTOR CREDIT CO C/O ASG
PO BOX 105704
ATLANTA GA 30348-5704

EXHIBIT A

| | |
|--|--|
| Buyer (and Co-Buyer) Name and Address (Including County and Zip Code) GERALD GENE RANKILA 106 1/2 FRANKLIN AVE S WEST WADENA, MN. 56482 WADENA | CREDITOR (Seller Name and Address) DOMINO FORD-MERCURY HWY 71 S PARK RAPIDS, MN. 56470 |
|--|--|

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 USED | Year and Make 97 DODGE | Model CARAVAN | GVW if Truck (lbs.) | Vehicle Identification Number 2B4FP2533VR389408 | Use For Which Purchased <input checked="" type="checkbox"/> Personal <input type="checkbox"/> Agricultural <input type="checkbox"/> Commercial |
|-------------------------|----------------------------------|-------------------------|---------------------|---|--|

Trade-in **93 MERCURY** \$ **2480.00** Gross Allowance \$ **N/A** Amount Owing

ITEMIZATION OF AMOUNT FINANCED

1. Cash Price..... \$ **11900.00** (1)
 2. Down Payment
 Manufacturer's Rebate Assigned to Creditor..... \$ **N/A**
 Cash Down Payment..... \$ **N/A**
 Trade-in (description above)..... \$ **2480.00**
 Total Down Payment..... \$ **2480.00** (2)
 3. Unpaid Balance of Cash Price (1 minus 2)..... \$ **9420.00** (3)
 4. Amounts paid on your behalf (Seller may be retaining a portion of these amounts)
 To Public Officials
 (i) for license, title & registration fees \$ **19.00**;
 (ii) for filing fees \$ **N/A**;
 (iii) for taxes (not in Cash Price) \$ **612.30** \$ **631.30**
 To Insurance Companies for:
 Credit Life Insurance..... \$ **291.90**
 Credit Disability Insurance..... \$ **N/A**
 To **STAR LIFE** for **36/36,000** \$ **1200.00**
 To **DOMINO FORD-MERCURY** for **DOC Fee** \$ **25.00**
 To _____ for _____ \$ **N/A**
 To _____ for _____ \$ **N/A**
 Total..... \$ **2979.55** (4)
 5. Amount Financed (3 plus 4)..... \$ **12399.55** (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 **THE LIFE INSURANCE CO** Insurer
 \$ **291.90** **GERALD GENE RANKILA** Insured(s)
 Premium
Gerald Rankila Signature(s)

Credit
 Disability **THE LIFE INSURANCE COMPANY** Insurer
 \$ **831.35** **GERALD GENE RANKILA** Insured
 Premium
Gerald Rankila Signature

Type of Insurance _____ Term \$ **N/A**
 Insurer _____ Premium
 Signature _____

Credit Life and Credit Disability Insurance are for the term of the contract. The amount and coverages are shown in a notice or agreement given to you today.

You are required to insure the vehicle. If a charge is shown below, the Creditor will try to buy the coverages checked for the term shown. Coverages will be based on the cash value of the vehicle at the time of loss, but not more than the limits of the policy.

Comprehensive \$ **N/A** Deductible Collision
 Fire-Theft-Combined Additional Coverage
 Towing and Labor
 Term _____ 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 19.750% | The dollar amount the credit will cost you \$ 7207.85 | The amount of credit provided to you or on your behalf \$12399.55 | The amount you will have paid when you have made all scheduled payments \$ 19607.40 | The total cost of your purchase on credit, including your downpayment of \$ 2480.00 \$ 22087.40 |

Payment Schedule — Number of payments **59** Amount of Each payment **\$ 326.79** When Payments are due **monthly starting**

Your payment schedule will be: **1 final \$ 326.79 NOVEMBER 25 2000**

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.

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.

You acknowledge receipt of a true and completely filled in copy of this contract, signed by both yourself and the seller at the time of signing.

IMPORTANT: THIS MAY BE A BINDING CONTRACT AND YOU MAY LOSE ANY DEPOSITS IF YOU DO NOT PERFORM ACCORDING TO ITS TERMS.

Gerald Rankila
 Buyer

 (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 *Domino Ford Credit Johnson* Title *O.M.*

FC 17822-SI AUG 99 (Previous editions may NOT be used.)

QUESTIONS?



PLEASE CALL US AT 1-800-727-7000

SEE BACK FOR ADDITIONAL AGREEMENTS

99-001

OCT 30 2000

ORIGINAL

EXHIBIT B

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 patterns. 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 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 call the Creditor;
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 the 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. General: Contact Ford Motor Credit Company about this account, call 1-(800) 727-7000. 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.

FTC NOTICES

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

FC 17622-SI AUG 99 (Previous editions may NOT be used)



| Trade-In | BODY TYPE | Model No. | Loan | Retail | Trade-In | BODY TYPE | Model No. | Loan | Retail |
|---|--------------------------|-----------|------|--------|---|--------------------------|-----------|------|--------|
| 1998 RAM 3500-1 Ton-V8-DRW MC: III | | | | | 350 Add SLT Trim 350 400 | | | | |
| 8550 | Sweptline 8' | C36* | 7700 | 10675 | 50 | Add Alum/Alloy Wheels | | 50 | 75 |
| 10650 | Quad Cab 8' | C33* | 9600 | 12950 | 75 | Add Power Seat | | 75 | 100 |
| RAM PICKUP OPTIONS | | | | | 400 Deduct V6 Eng 400 400 | | | | |
| 400 | Add Laramie SLT Trim | | 400 | 450 | 400 | Deduct W/Out Air Cond | | 400 | 400 |
| | (Std. Sport. SST) | | | | 75 | Deduct W/Out Cruise | | 75 | 75 |
| 600 | Add Sport Trim | | 600 | 675 | 75 | Deduct W/Out Pwr Wind | | 75 | 75 |
| 800 | Add SST Pkg | | 800 | 900 | 1997 DAKOTA-1/2 Ton-V6 MC: II | | | | |
| 1750 | Add 4 Wheel Drive | | 1750 | 1950 | 3450 | Sweptline 6 1/2' | L26* | 3125 | 5025 |
| 2750 | Add 5.9L T-Diesel Eng | | 2750 | 2975 | 3550 | Sweptline 8' | L26 | 3200 | 5125 |
| 450 | Add 8.0L V10 Eng | | 450 | 500 | 4750 | Club Cab 6 1/2' | L23* | 4275 | 6475 |
| 100 | Add Alum/Alloy Wheels | | 100 | 125 | 300 Add SLT Trim 300 350 | | | | |
| 250 | Add Leather Seats | | 250 | 300 | 300 | Add Sport Trim | | 300 | 350 |
| 100 | Add Power Seat | | 100 | 125 | 1500 | Add 4 Wheel Drive | | 1500 | 1675 |
| 475 | Deduct V6 Eng (Ex. "WS") | | 475 | 475 | 50 | Add Cruise Control | | 50 | 75 |
| 475 | Deduct W/Out Air Cond | | 475 | 475 | 50 | Add Power Windows | | 50 | 75 |
| 375 | Deduct W/Out AT | | 375 | 375 | 325 | Add V8 Eng | | 325 | 375 |
| 100 | Deduct W/Out Cruise | | 100 | 100 | 350 | Deduct 4 Cyl. Eng | | 350 | 350 |
| 50 | Deduct W/Out Tilt | | 50 | 50 | 300 | Deduct W/Out Air Cond | | 300 | 300 |
| DODGE | | | | | 200 Deduct W/Out AT 200 200 | | | | |
| 1997 CARAVAN-V6 MC: II | | | | | 1997 RAM 1500-1/2 Ton-V8 MC: III | | | | |
| 2275 | Caravan | P25 | 2050 | 3675 | 4225 | Swept "WS" 6 1/2' (V6) | C16 | 3825 | 5900 |
| 3275 | Caravan SE | P45 | 2950 | 4825 | 4325 | Swept "WS" 8' (V6) | C16 | 3900 | 6000 |
| 3975 | Caravan LE | P35 | 3600 | 5600 | 5225 | Sweptline 6 1/2' | C16* | 4725 | 7000 |
| 4275 | Caravan ES | P55 | 3850 | 5950 | 5325 | Sweptline 8' | C16* | 4800 | 7100 |
| 3175 | Grand Caravan | P24 | 2875 | 4700 | 6475 | Club Cab 6 1/2' | C13* | 5850 | 8400 |
| 4175 | Grand Caravan SE | P44 | 3775 | 5850 | 6575 | Club Cab 8' | C13* | 5925 | 8500 |
| 4875 | Grand Caravan LE | P54 | 4400 | 6625 | 1997 RAM 2500-3/4 Ton-V8 MC: III | | | | |
| 5175 | Grand Caravan ES | P54 | 4675 | 6950 | 6325 | Sweptline HD 8' | C26* | 5700 | 8225 |
| 250 Add Sport Trim 250 300 | | | | | 7475 Club Cab HD 6 1/2' C23* 6750 9500 | | | | |
| 700 | Add All Wheel Drive | | 700 | 800 | 7575 | Club Cab HD 8' | C23* | 6825 | 9600 |
| 150 | Add Leather Seats | | 150 | 175 | 1997 RAM 3500-1 Ton-V8-DRW MC: III | | | | |
| 225 | Add Left Sliding Door | | 225 | 250 | 7575 | Sweptline 8' | C36* | 6825 | 9600 |
| | (Std. LE. ES) | | | | 8825 | Club Cab 8' | C33* | 7950 | 10975 |
| 50 | Add Power Seat | | 50 | 75 | RAM PICKUP OPTIONS | | | | |
| 250 | Deduct 4 Cyl. Eng | | 250 | 250 | 375 | Add Laramie SLT Trim | | 375 | 425 |
| 300 | Deduct W/Out Air Cond | | 300 | 300 | | (Std. SST) | | | |
| 50 | Deduct W/Out Cruise | | 50 | 50 | 175 | Add Sport Trim | | 175 | 200 |
| 50 | Deduct W/Out Pwr Wind | | 50 | 50 | 675 | Add SST Pkg | | 675 | 750 |
| 1997 RAM VAN-1/2-1 Ton-V8 MC: III | | | | | 1500 Add 4 Wheel Drive 1500 1675 | | | | |
| 5625 | 1500 Wagon | B15 | 5075 | 7425 | 2425 | Add 5.9L T-Diesel Eng | | 2425 | 2650 |
| 4225 | 1500 Van 109 6" | B11 | 3825 | 5900 | 425 | Add 8.0L V10 Eng | | 425 | 475 |
| 4325 | 1500 Van 127 6" | B11 | 3900 | 6000 | 50 | Add Alum/Alloy Wheels | | 50 | 75 |
| 6125 | 2500 Wagon | B25 | 5525 | 8000 | 200 | Add Leather Seats | | 200 | 225 |
| 4625 | 2500 Van 109 6" | B21 | 4175 | 6350 | 75 | Add Power Seat | | 75 | 100 |
| 4725 | 2500 Van 127 6" | B21 | 4275 | 6450 | 400 | Deduct V6 Eng (Ex. "WS") | | 400 | 400 |
| 5150 | 2500 Maxivan | B21 | 4650 | 6925 | 400 | Deduct W/Out Air Cond | | 400 | 400 |
| 6525 | 3500 Wagon | B35 | 5875 | 8450 | 300 | Deduct W/Out AT | | 300 | 300 |
| 6950 | 3500 Maxivan | B35 | 6275 | 8900 | 75 | Deduct W/Out Cruise | | 75 | 75 |
| 5125 | 3500 Van | B31 | 4625 | 6875 | SEE TRUCK OPTION PAGE FOR ADDITIONAL OPTIONS | | | | |
| 5550 | 3500 Maxivan | B31 | 5000 | 7350 | MIDWEST EDITION - SEPTEMBER 2004 | | | | |

TRUCKS

| Trade-In | BODY TYPE | Model No. | Loan | Retail | Trade-In | BODY TYPE | Model No. | Loan | Retail |
|---|----------------------------|-----------|-------|--------|--|-----------|-----------|------|--------|
| FORD | | | | | 2004 EXPEDITION-1/2 Ton-V8 MC: II | | | | |
| *Model #'s vary with 4WD/AWD. See Truck Page 2. | | | | | Utility XLS U13 | | | | |
| FORD | | | | | 23700 Utility LT U15 21350 2711 | | | | |
| 2004 ESCAPE-V6 MC: II | | | | | 28825 Eddie Bauer U17 25950 3261 | | | | |
| 14375 | Utility 4D XLS | U02 | 12950 | 17025 | Utility XLT (4WD) U14 | | | | |
| 16075 | Utility 4D XLT | U03 | 14475 | 18825 | 25700 Utility XLT (4WD) U16 23150 2921 | | | | |
| 18225 | Utility 4D Limited | U04 | 16425 | 21250 | 30825 Eddie Bauer (4WD) U18 27750 3471 | | | | |
| 16025 | Utility 4D XLS (4WD) | U92 | 14425 | 18775 | 650 Add NBX Package (XLT) 650 72 | | | | |
| 17725 | Utility 4D XLT (4WD) | U93 | 15975 | 20725 | 550 Add Leather Seats 550 62 | | | | |
| 19875 | Utility 4D Limited (4WD) | U94 | 17900 | 23025 | (Std. Eddie Bauer) 650 72 | | | | |
| 350 | Add A/A Wheels (XLS) | | 350 | 400 | 650 Add Navigation System 650 72 | | | | |
| 500 | Add Leather (Std. Ltd.) | | 500 | 575 | 275 Add Power 3rd Row Seat 275 32 | | | | |
| 325 | Add MACH Stereo System | | 325 | 375 | 200 Add Rear Sunroof 650 72 | | | | |
| 600 | Add Power Sunroof | | 600 | 675 | 650 Add Rear Bucket Seats 200 22 | | | | |
| 100 | Add Theft Recovery System | | 100 | 125 | 650 Add Rear Entertainment Sys 650 72 | | | | |
| 625 | Deduct 4 Cyl. Eng | | 625 | 625 | 400 Ded 4.6L V8 Eng (Ex. XLS) 100 12 | | | | |
| 225 | Deduct W/Out AT | | 225 | 225 | 300 Ded W/Out 3rd Row Seat 400 40 | | | | |
| 2004 EXPLORER SPORT TRAC-V6 MC: II | | | | | 300 Deduct W/Out Rear Air (Ex. XLS) 300 30 | | | | |
| Utility 4D XLS U67 | | | | | 2004 EXCURSION-3/4 Ton-V10 MC: IV | | | | |
| Utility 4D XLT U67 | | | | | Utility XLS U40 | | | | |
| Utility 4D XLS (4WD) U77 | | | | | Utility XLS T-Diesel U40P | | | | |
| Utility 4D XLT (4WD) U77 | | | | | Utility XLT U40 | | | | |
| 2004 EXPLORER-V6 MC: II | | | | | Utility XLT T-Diesel U40P | | | | |
| 17050 | Wagon 4D XLS | U62 | 15350 | 20000 | Utility Eddie Bauer U44 | | | | |
| 19400 | Wagon 4D XLT | U63 | 17475 | 22500 | Utility E. Bauer T-Diesel U44P | | | | |
| 22550 | Wagon 4D Eddie Bauer | U64 | 20300 | 25875 | Utility Limited U42 | | | | |
| 22850 | Wagon 4D Limited | U65 | 20575 | 26200 | Utility Limited T-Diesel U42P | | | | |
| 18650 | XLS (4WD/AWD) | U72/82 | 16800 | 21700 | Utility XLS (4WD) U41 | | | | |
| 21000 | XLT (4WD/AWD) | U73/83 | 18900 | 24225 | Utility XLS TD (4WD) U41P | | | | |
| 24150 | E. Bauer (4WD/AWD) | U74/84 | 21750 | 27575 | Utility XLT (4WD) U41 | | | | |
| 24450 | Limited (4WD/AWD) | U75/85 | 22025 | 27900 | Utility Eddie Bauer (4WD) U45 | | | | |
| EXPLORER SPORT TRAC/EXPLORER OPTIONS | | | | | Utility EB TD (4WD) U45P | | | | |
| Add Adrenalin Package | | | | | Utility Limited (4WD) U43P | | | | |
| 500 | Add NBX Package (XLT) | | 500 | 575 | Add Rear Bucket Seats | | | | |
| 300 | Add 3rd Row Seat | | 300 | 350 | Add Rear Entertainment Sys | | | | |
| 550 | Add 4.6L V8 Engine | | 550 | 625 | Add Theft Recovery System | | | | |
| 500 | Add Leather Seats | | 500 | 575 | Deduct 5.4L V8 Eng (V10) | | | | |
| (Std. Eddie Bauer Ltd.) | | | | | Ded W/Out 3rd Row Seat | | | | |
| 325 | Add Pioneer/Audiophile Sys | | 325 | 375 | Deduct W/Out Leather | | | | |
| (Std. Adrenalin, E. Bauer, Limited) | | | | | (Ex. XLS) | | | | |
| Add Power Seat | | | | | Deduct W/Out Pwr Seat | | | | |
| (Std. U63/73/83, EB, Ltd) | | | | | Deduct W/Out Rear Air | | | | |
| 600 | Add Power Sunroof | | 600 | 675 | 2004 FREESTAR-V6 MC: II | | | | |
| 300 | Add Rear Air Conditioning | | 300 | 350 | Cargo Van A54 | | | | |
| 200 | Add Rear Bucket Seats | | 200 | 225 | Wagon 4D S A50 | | | | |
| (Eddie Bauer, Limited) | | | | | Wagon 4D SE A51 | | | | |
| 650 | Add Rear Entertainment Sys | | 650 | 725 | Wagon 4D SES A57 | | | | |
| 100 | Add Theft Recovery System | | 100 | 125 | Wagon 4D SEL A52 | | | | |
| | | | | | Wagon 4D Limited A58 | | | | |
| | | | | | Add Alum/Alloy Wheels | | | | |

SEE TRUCK OPTION PAGE FOR ADDITIONAL OPTIONS
MIDWEST EDITION - SEPTEMBER 2004

EXHIBIT C

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:
Gerald G Rankila
and Marilyn J Rankila,
Debtors,

Case No. 04-61116

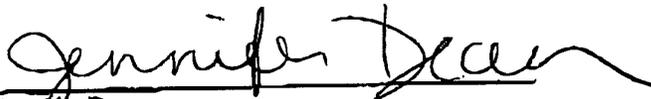
Chapter 7 Case

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 no. 25416113.
2. The Debtor owes the Creditor \$8,372.38, payoff amount as of September 24, 2004, plus accrued unpaid interest thereon since that date. The monthly loan payment is \$326.79. As of September 24, 2004, the loan payments are in arrears \$653.58 for payments owing since July 25, 2004.
3. The debt owed to the Creditor is secured by a perfected lien on a 1997 Dodge Caravan vehicle. The current NADA published retail value of the collateral is \$3,675.00.
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".
5. Debtors surrendered the collateral to Creditor; Creditor desires to sell it immediately.

Dated: 10-1-04



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:
Gerald G Rankila
and Marilyn J Rankila,
Debtors,

Case No. 04-61116

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 has been surrendered to Movant; Movant desires to sell it immediately.

The total net balance due on the Contract is \$8,372.38 as of September 24, 2004. On information and belief, the collateral has an NADA retail value of \$3,675.00. NADA pages showing this collateral value are attached as Exhibit "C".

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 25, 2004.
- Failure to make payments due post petition under the Contract.

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 (Bkrtcy. D.N.H. 1983). In the present case, the balance due Movant on the Contract is \$8,372.38. It appears Debtor has no equity in the collateral. No evidentiary hearing is required on the issue of equity unless Debtors dispute it. Powers v. American Honda Finance Corp., 216 B.R. 95, 97 (N.D.N.Y. 1997). There is no reorganization proposed by the Debtor in this Chapter 7 case. Pursuant to 11 U.S.C. §362(g), the burden is on Debtor to establish that collateral is necessary for reorganization.

Bankruptcy Rule 4001(a)(3) imposes a stay of 10 days which the court may, in its discretion, order is not applicable so that Movant may immediately enforce and implement the order granting relief. Advisory Committee Notes to 1999 Amendments to Bankruptcy Rule 4001.

Dated: October 1, 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:
Gerald G Rankila
and Marilyn J Rankila,
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UNSWORN CERTIFICATE OF SERVICE

I, Linda Jeanne Jungers, declare under penalty of perjury that on October 4, 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.

Gerald G Rankila
214 Jackson Ave SE
Wadena, MN 56482

Marilyn J Rankila
214 Jackson Ave SE
Wadena, MN 56482

Daniel S Rethmeier
Attorney at Law
PO Box 754
Saint Cloud, MN 56302

Tamara L Yon
Trustee in Bankruptcy
PO Box 605
Crookston, MN 56716

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

Executed on: October 4, 2004

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

04-03997-0

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:
Gerald G Rankila
and Marilyn J Rankila,
Debtors,

Case No. 04-61116

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 October 26, 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
1997 Dodge Caravan vehicle, VIN 2B4FP2533VR389408
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