
In Re:

Case No. 03-32162

Eileen E Aanenson

Chapter 7 Case

Debtor(s)

NOTICE OF HEARING AND MOTION FOR RELIEF FROM THE STAY

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

1. Ford Motor Credit Company moves the Court for the relief requested below and gives notice of hearing.
2. The Court will hold a hearing on this motion on October 4, 2004 at 10:30 AM o'clock, in Courtroom No. 228B, at the United States Courthouse, 316 North Robert Street, St. Paul, MN.
3. Any response to this motion must be filed and delivered not later than September 29, 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 23, 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 March 26, 2003. 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 2001 FORD MUSTANG COUPE 2D (the collateral), and requests the court permit Movant to immediately enforce the order requested, lifting the 10 day stay imposed by Rule 4001(a)(3).

6. Movant requests relief from the stay for cause under §362(d)(1). Debtor has refused to reaffirm and now states her intention is to surrender the collateral.
7. Movant gives notice that it may, if necessary, call Jennifer Dean, or some other representative of Movant, from Movant's offices in Minnesota, to testify regarding the debt and collateral value.
8. This notice of motion and motion also serve as notice of default required by Cobb v. Midwest Recovery Bureau Co., 295 N.W.2d 232 (Minn.1980). If the default is not cured before the hearing, Movant will repossess the collateral promptly upon the Court signing the Order.
9. A separate Memorandum of Fact and Law is attached hereto and made a part hereof.

WHEREFORE, Ford Motor Credit Company moves the Court for an order modifying the automatic stay of §362(a) of the Bankruptcy Code to permit Movant to take possession and dispose of the collateral, and such other relief as may be just and equitable.

Dated: September 16, 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 PUBL
DRIVER & VEHICLE SERVICES DIVIS
445 MINNESOTA ST., ST. PAUL, MN 55
CONFIRMATION OF LIEN PERFECTION - DI

AANENSON EILEEN ELIZABETH
2534 HAMLET AVE N
OAKDALE MN 55128

PAID
Permit No. 171
St. Paul, MN

*

HEH837

1ST SECURED PARTY

LIEN HOLDER

01 Year	FORD Make	CPMUS Model	H3370N704 Title NR.
1FAFP40431F174021 VIN		09/25/01 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)
EILEEN ELIZABETH AANENSON
 2534 HAMLET AVE NO
 OAKDALE, WASHINGTON, MN 55128

CREDITOR (Seller Name and Address)
TOUSLEY FORD INC.
 1493 COUNTY RD E EAST
 WHITE BEAR LK, MN 55110

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

New/Used	Year and Make	Model	GVW if Truck (lbs.)	Vehicle Identification Number	Use For Which Purchased
NEW	2001 FORD	MUSTANG		1FAPP40431F174021	<input type="checkbox"/> Personal <input type="checkbox"/> Agricultural <input type="checkbox"/> Commercial

Trade-in _____ \$ N/A Gross Allowance \$ N/A
 Year and Make _____ Amount Owing _____

ITEMIZATION OF AMOUNT FINANCED

1. Cash Price	\$ 20640.77	(1)
2. Down Payment		
Manufacturer's Rebate Assigned to Creditor	\$ <u>N/A</u>	
Cash Down Payment	\$ 3000.00	
Trade-in (description above)	\$ <u>N/A</u>	
Total Down Payment	\$ 3000.00	(2)
3. Unpaid Balance of Cash Price (1 minus 2)	\$ 17640.77	(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 \$ <u>244.00</u>		
(ii) for filing fees \$ <u>N/A</u>		
(iii) for taxes (not in Cash Price) \$ <u>N/A</u>	\$ 244.00	
To Insurance Companies for:		
Credit Life Insurance	\$ <u>N/A</u>	
Credit Disability Insurance	\$ 862.05	
TOUSLEY FORD INC. for "TOUSLEY FORD FEES"	\$ 25.00	
FORD for AN GOLD	\$ 1560.00	
N/A for N/A	\$ <u>N/A</u>	
N/A for N/A	\$ <u>N/A</u>	
Total	\$ 2691.05	(4)
5. Amount Financed (3 plus 4)	\$ 20331.82	(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 _____ Insurer _____
 \$ N/A Premium Insured(s) _____
 Signature(s) _____

Credit
 Disability
 \$ 862.05 EILEEN ELIZABETH AANENSON
 Premium Insured
Eileen Aanson
 Signature

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

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 <u>0</u> %	The dollar amount the credit will cost you \$ <u>N/A</u>	The amount of credit provided to you or on your behalf \$ 20331.82	The amount you will have paid when you have made all scheduled payments \$ 20331.60	The total cost of your purchase on credit, including your down payment \$ 23331.60

Payment Schedule	Number of payments	Amount of Each payment	When Payments are due
Your payment schedule will be:	<u>59</u>	\$ <u>338.86</u>	<u>09 NOV 2001</u>
<input type="checkbox"/> 1 final		\$ <u>339.08</u>	

Prepayment: If you pay off your debt early, you will not have to pay a penalty.
 Security Interest: You are giving a security interest in the vehicle being purchased.
 Contract: Please see this contract for additional information on security interest, nonpayment, default, the right to require repayment of your debt in full before the scheduled date, and prepayment penalty.

COMMERCIAL OR AGRICULTURAL USE CONTRACTS: If you purchased the vehicle for commercial or agricultural use, you must pay a late charge on the portion of each payment received more than 10 days late of 7.5 percent of the late amount or \$50.00, whichever is less.

Any change in this contract must be in writing and signed by you and the Creditor.

BUYER: *Eileen Aanson* CO-BUYER: _____

NOTICE TO 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:

Eileen Aanson Buyer Signs (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.
TOUSLEY FORD INC. By *[Signature]* Title *[Signature]*

QUESTIONS?



PLEASE CALL US AT 1-800-727-7000 00-001

EXHIBIT B

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 of 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 below if there is any default.

- F. Default:** You will be in default if:
1. You do not make a payment when it is due; or
 2. You gave false or misleading information on your credit application relating to this contract; or
 3. Your vehicle is seized by any local, state, or federal authority and is not promptly and unconditionally returned to you; or
 4. You file a bankruptcy petition or one is filed against you; or
 5. You do not keep any other promise in this contract.

If you default, the Creditor may require you to pay once the unpaid Amount Financed, the earned and unpaid part of the Finance Charge, and all other amounts due under this contract. He may repossess (take back) the vehicle, too. He may also take goods found in the vehicle when repossessed and hold them for you.

If the vehicle is taken back, he will send you a notice. The notice will say that you may redeem (buy back) the vehicle. It will also show the amount needed to redeem. You may redeem the vehicle up to the time the Creditor sells it or agrees to sell it. If you do not redeem the vehicle, it will be sold.

The money from the sale, less allowed expenses, will be used to pay the amount still owed on this contract. Allowed expenses include those paid as a direct result of having to retake the vehicle, hold it, prepare it for sale, and sell it. You must also pay attorney fees not to exceed 15% of the amount due and payable under the contract, and court costs payable by Ford Credit to obtain, hold, and sell the vehicle, collect amounts due and enforce Holder's rights under the contract. If there is any money left (a surplus), it will be paid to you. If the money from the sale is not enough to pay off this contract and costs, you will pay what is still owed to the Creditor, if allowed by law. If you do not pay this amount when the Creditor asks, the Creditor may charge you interest at the highest lawful rate until you pay.

G. General: To 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 Oct 00 (Previous editions may NOT be used.)



FC 17622-SI OCT 00

THURSDAY SEPTEMBER 16 2004

Trade-In	BODY TYPE	Model No.	Loan	Retail	Trade-In	BODY TYPE	Model No.	Loan	Retail
	200 Deduct W/out Cruise		200	200	500 Deduct W/out Air Cond			500	500
	2003 CROWN VICTORIA-V8		MC: III		425 Deduct W/out AT			425	425
11600	Sedan 4D S	72	10450	13900	2002 MUSTANG-V8		MC: II		
11850	Sedan 4D	73	10675	14175	9400	Coupe 2D (V6)	40	8475	11425
13575	Sedan 4D LX	74	12225	16050	12050	Convertible 2D (V6)	44	10850	14375
15325	Sedan 4D LX Sport	74	13800	17900	13575	Coupe 2D GT	42	12225	16000
12625	Sedan 4D S Extended	70	11375	15025	16050	Convertible 2D GT	45	14450	18600
375	Add Handling Pkg*		375	425	400	Add Leather Seats		400	450
350	Add Alum/Alloy Wheels*		350	400	225	Add MACH Stereo		225	250
150	Add CD (Std. 74)		150	175	175	Add Pwr Seat (Coupe V6)		175	200
500	Add Leather Seats*		500	575	75	Add Theft Recovery System		75	100
75	Add Theft Recovery System		75	100	525	Deduct W/out AT (V6)		525	525
225	Deduct W/out Cruise		225	225	175	Deduct W/out Cruise		175	175
225	Deduct W/out Pwr Seat		225	225	2002 TAURUS-V6		MC: II		
	*Std. LX Sport				6975	Sedan 4D LX	52	6300	8750
2003 THUNDERBIRD-V8		MC: IV			7525	Sedan 4D SE	53	6775	9350
25100	Convertible 2D	60	22600	28900	8150	Sedan 4D SES	55	7350	10025
800	Add Removable Hardtop		800	900	9225	Sedan 4D SEL	56	8325	11250
75	Add Theft Recovery System		75	100	8775	Wagon 4D SE	58	7900	10700
					10125	Wagon 4D SEL	59	9125	12250
FORD					350	Add 3.0L 24V (Std. 56)		350	400
2002 FOCUS-4 Cyl.		MC: I			250	Add A/A Wheels (LX)		250	300
6500	Hatchback 3D ZX3	31	5850	8075	75	Add CD (Std. SES, SEL)		75	100
9900	Hatchback 3D SVT (6 Spd)	39	8925	11975	400	Add Leather Seats		400	450
7750	Hatchback 5D ZX5	37	6975	9475	225	Add MACH Stereo		225	250
5650	Sedan 4D LX	33	5100	7175	175	Add Power Seat (Std. SES, SEL)		175	200
6700	Sedan 4D SE	34	6050	8300	500	Add Power Sunroof		500	575
7525	Sedan 4D ZTS	38	6775	9225	75	Add Theft Recovery System		75	100
7600	Wagon 4D SE	36	6850	9300	225	Deduct W/o Third Seat (Wagon)		225	225
8700	Wagon 4D ZTW	36	7850	10550	175	Deduct W/out Cruise		175	175
200	Add A/A Wheels (LX)		200	225	2002 CROWN VICTORIA-V8		MC: III		
175	Add Audiophile Stereo		175	200	10400	Sedan 4D S	72	9375	12625
75	Add CD (LX)		75	100	10650	Sedan 4D	73	9600	12900
150	Add Cruise (ZX3, LX, SE)		150	175	12100	Sedan 4D LX	74	10900	14475
275	Add Leather Seats (Std. SVT, ZTW)		275	325	13325	Sedan 4D LX Sport	74	12000	15775
400	Add Power Sunroof		400	450	11325	Sedan 4D S Extended	70	10200	13625
100	Add Pwr Locks (ZX3, LX)		100	125	300	Add Alum/Alloy Wheels*		300	350
150	Add Pwr Wind (ZX3, LX)		150	175	125	Add CD Player		125	150
75	Add Theft Recovery System		75	100	450	Add Leather Seats*		450	500
100	Add Tilt (ZX3, LX, SE)		100	125	75	Add Theft Recovery System		75	100
500	Deduct W/out Air Cond		500	500	200	Deduct W/out Cruise		200	200
425	Deduct W/out AT (Ex. SVT)		425	425	200	Deduct W/out Pwr Seat		200	200
						*Std. LX Sport			
2002 ESCORT-4 Cyl.		MC: I			2002 THUNDERBIRD-V8		MC: IV		
5500	Coupe 2D ZX2	11	4950	7000	22900	Convertible 2D	60	20625	26550
4950	Sedan 4D	13	4475	6400	700	Add Removable Hardtop		700	800
200	Add A/A Wheels (Std. ZX2)		200	225	75	Add Theft Recovery System		75	100
75	Add CD Player		75	100	FORD				
150	Add Cruise Control		150	175	2001 FOCUS-4 Cyl.		MC: I		
275	Add Leather Seats		275	325	5525	Hatchback 3D ZX3	31	4975	7025
100	Add Power Locks		100	125	4825	Sedan 4D LX	33	4350	6250
400	Add Power Sunroof		400	450	5700	Sedan 4D SE	34	5150	7225
150	Add Power Windows		150	175	6400	Sedan 4D ZTS	38	5775	7975
75	Add Theft Recovery System		75	100					
100	Add Tilt Wheel		100	125					

ADJUST FOR MILEAGE - ADJUST FOR CONDITION
MIDWEST EDITION - SEPTEMBER 2004

D

Trade-In	BODY TYPE	Model No.	Loan	Retail	Trade-In	BODY TYPE	Model No.	Loan	Retail
6450	Wagon 4D SE	36	5825	8025	150	Add Pwr Seat (LX, SE)		150	175
150	Add A/A Wheels (LX)		150	175	50	Add Theft Recovery System		50	75
75	Add CD (LX)		75	100	200	Deduct W/o Third Seat (Wagon)		200	200
125	Add Cruise (Std. ZTS)		125	150	150	Deduct W/out Cruise		150	150
225	Add Leather Seats		225	250	2001 CROWN VICTORIA-V8		MC: III		
75	Add Pwr Locks (ZX3, LX)		75	100	8525	Sedan 4D S	72	7675	10600
125	Add Pwr Wind (ZX3, LX)		125	150	8775	Sedan 4D	73	7900	10875
150	Add Sunroof		150	175	9950	Sedan 4D LX	74	8975	12125
50	Add Theft Recovery System		50	75	11000	Sedan 4D LX Sport	74	9900	13275
75	Add Tilt (Std. ZTS)		75	100	250	Add Alum/Alloy Wheels*		250	300
450	Deduct W/out Air Cond		450	450	100	Add CD Player		100	125
375	Deduct W/out AT		375	375	400	Add Leather Seats*		400	450
					50	Add Theft Recovery System		50	75
2001 ESCORT-4 Cyl.		MC: I			175	Deduct W/out Cruise		175	175
4625	Coupe 2D ZX2	11	4175	6025	175	Deduct W/out Pwr Seat		175	175
4150	Sedan 4D	13	3750	5525		*Std. LX Sport			
150	Add A/A Wheels (Std. ZX2)		150	175	FORD				
75	Add CD Player		75	100	2000 FOCUS-4 Cyl.		MC: I		
125	Add Cruise Control		125	150	4600	Hatchback 3D ZX3	31	4150	6000
225	Add Leather Seats		225	250	4025	Sedan 4D LX	33	3625	5375
75	Add Power Locks		75	100	4575	Sedan 4D SE	34	4125	5975
350	Add Power Sunroof		350	400	5250	Sedan 4D ZTS	38	4725	6750
125	Add Power Windows		125	150	5225	Wagon 4D SE	36	4725	6700
50	Add Theft Recovery System		50	75	100	Add A/A Wheels (LX)		100	125
75	Add Tilt Wheel		75	100	50	Add CD (Std. ZX3, ZTS)		50	75
450	Deduct W/out Air Cond		450	450	100	Add Cruise (Std. ZTS)		100	125
375	Deduct W/out AT		375	375	175	Add Leather Seats		175	200
					50	Add Pwr Locks (ZX3, LX)		50	75
2001 MUSTANG-V8		MC: II			100	Add Pwr Wind (Std. ZTS)		100	125
7900	Coupe 2D (V6)	40	7125	9750	50	Add Theft Recovery System		50	75
10350	Convertible 2D (V6)	44	9325	12500	400	Deduct W/out Air Cond		400	400
11675	Coupe 2D GT	42	10525	13900	325	Deduct W/out AT		325	325
14150	Coupe 2D Bullitt GT	42	12750	16600	2000 ESCORT-4 Cyl.		MC: I		
17375	Coupe 2D Cobra	47	15650	20225	3700	Coupe 2D ZX2	11	3350	5000
13975	Convertible 2D GT	45	12600	16425	3325	Sedan 4D	13	3000	4575
19675	Convertible 2D Cobra	46	17725	22675	100	Add A/A Wheels (Std. ZX2)		100	125
350	Add Leather Seats (Std. Bullitt, Cobra)		350	400	50	Add CD Player		50	75
175	Add MACH (Std. Cobra)		175	200	100	Add Cruise Control		100	125
150	Add Pwr Seat (Coupe V6)		150	175	175	Add Leather Seats		175	200
50	Add Theft Recovery System		50	75	50	Add Power Locks		50	75
475	Deduct W/out AT (V6)		475	475	300	Add Power Sunroof		300	350
150	Deduct W/out Cruise		150	150	100	Add Power Windows		100	125
					50	Add Tilt Wheel		50	75
2001 TAURUS-V6		MC: II			400	Deduct W/out Air Cond		400	400
5450	Sedan 4D LX	52	4925	7100	325	Deduct W/out AT		325	325
5950	Sedan 4D SE	53	5375	7625	2000 CONTOUR-V6		MC: II		
6500	Sedan 4D SEL	56	5850	8225	3525	Sedan 4D SE (4 Cyl.)	66	3175	4800
7450	Sedan 4D SEL	56	6725	9250	3850	Sedan 4D SE	66	3475	5150
7000	Wagon 4D SE	58	6300	8775	4200	Sedan 4D Sport	66	3800	5575
7550	Wagon 4D SES	58	6800	9375	6775	Sedan SVT (5 Spd)	68	6100	8700
325	Add 3.0L 24V (Std. SEL)		325	375	150	Add A/A Wheels (SE)		150	175
200	Add A/A Wheels (LX)		200	225	50	Add CD Player		50	75
75	Add CD (Std. SES, SEL)		75	100	400	Add Power Sunroof		400	450
350	Add Leather Seats		350	400	125	Add Pwr Seat (Std. SVT)		125	150
175	Add MACH Stereo		175	200					
450	Add Power Sunroof		450	500					

ADJUST FOR MILEAGE - ADJUST FOR CONDITION
MIDWEST EDITION - SEPTEMBER 2004

D

EXHIBIT C

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:
Eileen E Aamenson,
Debtor,

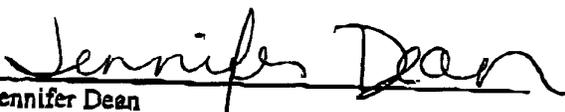
Case No. 03-32162
Chapter 7 Case

VERIFICATION FOR MOTION FOR RELIEF FROM STAY

I, Jennifer Dean, the Designated Agent for Ford Motor Credit Company, the Creditor herein, declare under penalty of perjury that the following is true and correct according to the best of my knowledge, information and belief, and based on the Creditor's business records:

1. I am legally competent to testify and am personally familiar with the debt owed by Debtor to the Creditor on account number(s) 28821320.
2. The Debtor owes the Creditor \$8,000.30, payoff amount as of September 7, 2004. The monthly loan payment is \$338.86.
3. The debt owed to the Creditor is secured by a perfected lien on a 2001 FORD MUSTANG COUPE 2D. The current NADA published retail value of the collateral is \$9,750.00.
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. Loan documents require insurance be maintained to protect the Creditor's interest in the collateral. No evidence of insurance has been provided since filing.

Dated: 9-15-04


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

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:

Case No. 03-32162

Eileen E Aanenson

Debtor(s)

Chapter 7 Case

MEMORANDUM OF FACT AND LAW

Ford Motor Credit Company ("Movant") submits this Memorandum of Fact and Law in support of its motion for relief from the stay.

FACTS

Movant is the holder of a secured claim, and is thus a party in interest. Movant has a valid and perfected security interest in the collateral. The collateral is in the possession of the Debtor.

In response to a reaffirmation agreement sent to counsel to review and have signed, Debtor's attorney informed Movant that Debtor has decided to surrender the collateral.

The total net balance due on the Contract is \$8,000.30 as of September 7, 2004. On information and belief, the collateral has a current NADA retail value of \$9,750.00. A copy of the NADA page(s) showing the value of the collateral is 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 reaffirm, redeem or surrender the collateral.
- Expressed intent to surrender collateral and stop making payments.

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.

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: September 16, 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
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UNSWORN CERTIFICATE OF SERVICE

I, Linda Jeanne Jungers, declare under penalty of perjury that on September 16, 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.

Eileen E Aanenson
2534 Hamlet Avenue N
Oakdale, MN 55128

David D Kingsbury
KINGSBURY & ASSOCIATES LTD.
14827 Energy Way
Apple Valley, MN 55124

Patti J. Sullivan
Trustee in Bankruptcy
PO Box 16406
St. Paul, MN 55116

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

Executed on: September 16, 2004

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

04-03672-0

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:

Case No. 03-32162

Eileen E Aanenson

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ORDER FOR RELIEF FROM THE STAY

Ford Motor Credit Company's Motion for an order granting relief from the stay came before the Court on October 4, 2004 at 10:30 AM 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 2001 FORD MUSTANG COUPE 2D, VIN 1FAFP40431F174021, 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