

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

Case No. 03-38051 DDO

In Re:

Chapter 13

Joel C. Hendrickson and
Shantel M. Hendrickson,

Debtors.

NOTICE OF HEARING AND MOTION FOR RELIEF FROM STAY

TO: Debtors Joel C. Hendrickson and Shantel M. Hendrickson; their attorney Robert L. Kalenda; United States Trustee; and all other entities specified in Local Rule 1204 (a):

1. General Motors Acceptance Corporation, (“GMAC”) a secured creditor in this Chapter 13 proceeding, by and through duly authorized and undersigned attorneys, 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 25, 2004, at 9:30 a.m.**, before the Honorable Dennis D. O'Brien, United States Bankruptcy Judge, in Courtroom No. 228a, United States Courthouse, 316 North Robert Street, St. Paul, Minnesota 55101.

3. Any response to this motion must be filed and delivered not later than October 20, 2004, which is three days before the time set for the hearing (excluding Saturdays, Sundays and holidays), or filed and served by mail no later than October 14, 2004, which is seven days before the time set for the hearing (excluding Saturdays, Sundays and holidays).

UNLESS A RESPONSE OPPOSING THIS 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, Bankruptcy Rule 5005, and Local Rule 1070-1. This is a core proceeding. The petition commencing this Chapter 13 case was filed on November 26, 2003. The case is now pending in this Court.

5. This motion arises under 11 U.S.C. § 362 and Bankruptcy Rule 4001. This motion is filed under Fed. R. Bankr. P. 9014 and Local Rules 5005-4, 9006-1, 9013-1 and 9017-1. GMAC requests relief from the automatic stay under § 362 of the Bankruptcy Code to foreclose its interest in certain personal property owned by GMAC as defined below.

6. GMAC owns and leased to Debtors a 2001 Pontiac Grand Prix, VIN# 1G2WP52K81F178209 (the vehicle). On March 28, 2001, the debtors, Joel Hendrickson and Shantel Hendrickson, executed a lease agreement, payments totaling \$17,607.36, payable according to the terms and conditions therein, a copy of which is attached hereto as **Exhibit "A"**. The title evidencing the ownership interest of GMAC in a 2001 Pontiac Grand Prix, VIN # 1G2WP52K81F178209 is attached hereto as **Exhibit "B"**.

7. The lease agreement is in default for failure to make payments when due since August 2004, a delinquency of \$733.28 as of the date of the filing of this motion. On information and belief, the value of the vehicle is \$10,750.00 and the debtors have no equity in the vehicle.

8. The loan is in default for failure to make payments when due. GMAC seeks relief from the automatic stay to foreclose its personal property interest in the vehicle.

9. Pursuant to 11 U.S.C. § 362(d)(1), a creditor may be granted relief from the automatic stay for cause, including lack of adequate protection. GMAC believes that cause exists to grant it relief from the automatic stay to foreclose its personal property security interest, for the following reasons:

- a. GMAC has not been offered and is not being provided with adequate protection for its interest in the vehicle;
- b. The vehicle subject to the security interest of GMAC continues to depreciate and decline in value; and
- c. The debtors have stopped making payments to GMAC.

10. Pursuant to 11 U.S.C. § 362(d)(2), a creditor may be granted relief from the automatic stay, if there is no equity in the property which is the subject of the motion, and property is not necessary for an effective reorganization. Here, the debtors have no equity in the vehicle that is the subject of this motion, and the vehicle is not necessary for an effective reorganization in this Chapter 13 proceeding.

11. GMAC requests that any order modifying the automatic stay be effective immediately as allowed under Federal Bankruptcy Rule 4001(a)(3).

12. If any testimony is necessary on any of the facts relative to this motion, testimony will be given by J. Wood, or some other representative of the Movant, General Motors Acceptance Corporation.

13. This notice of motion and motion also serves as notice of default as may be required by Cobb v. Midwest Recovery Bureau Co., 295 N.W.2d 232 (Minn. 1980). If the default is not cured before the hearing GMAC will repossess the Vehicle promptly upon the Court signing the Order.

14. THIS IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

WHEREFORE, GMAC respectfully moves the Court for an order (i) modifying the automatic stay of 11 U.S.C. §362 so as to permit GMAC to terminate the Lease, take possession and dispose of the vehicle in accordance with Minnesota law, (ii) finding that Bankruptcy Rule 4001(a)(3) of the Federal Rules of Bankruptcy Procedure is not applicable and (iii) granting such other relief as may be just and equitable.

Dated: October 4, 2004

RIEZMAN BERGER, P.C.

/e/ Marilyn J. Washburn

Marilyn J. Washburn, #0324140
7700 Bonhomme Ave., 7th Floor
St. Louis, MO 63105
(314) 727-0101
FAX (314) 727-1086
Attorneys for GMAC

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

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MEMORANDUM OF LAW

INTRODUCTION

General Motors Acceptance Corporation (“GMAC”) has made a motion for relief from the automatic stay. GMAC incorporates herein the facts set forth in the notice of hearing and motion for relief from stay.

There is one loan that is the subject of this motion secured by a security interest in a motor vehicle. The loan is in default for failure to make payments when due. GMAC seeks relief from the automatic stay to foreclose its personal property security interest. There is no equity in the vehicle.

ARGUMENT

Pursuant to Section 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. Section 362(d)(1). No payments have been made as required by the Leases between the Debtors and General Motors Acceptance Corporation GMAC has otherwise not been provided with adequate protection of interest in the Vehicle or adequate assurance of future performance under the Lease. Such failure constitutes

cause, within the meaning of Section 362(d)(1), entitling GMAC to relief from the stay. United Savings Assn. of Texas v. Timbers of Inwood Forest Assoc., Ltd. (In re Timbers of Inwood Assoc., 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 Section 362(d)(2) of the Bankruptcy Code, relief from the stay is also appropriate where no equity exists and the property is not necessary to an effective reorganization. In re Albany Partners, Ltd., 749 F.2d 670 (11th Cir. 1984), In re Anderson, 913 F.2d 530, 532 (8th Cir. 1990). Clearly, no appreciable equity exists in the Vehicle. Finally, as this a Chapter 13 case, the Vehicle is not necessary to an effective reorganization.

CONCLUSION

For all the reasons set forth herein, GMAC is entitled to an order terminating the automatic stay of 11 U.S.C. § 362 and authorizing it to take possession of and terminate its lease regarding the Vehicle in accordance with Minnesota law.

DATED: October 4, 2004

RIEZMAN BERGER, P.C.

/e/ Marilyn J. Washburn

Marilyn J. Washburn, #0324140
7700 Bonhomme Ave., 7th Floor
St. Louis, MO 63105
(314) 727-0101
FAX (314) 727-1086
Attorneys for GMAC

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

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Chapter 13

In Re:

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Debtors.

UNSWORN DECLARATION FOR PROOF OF SERVICE

Marilyn J. Washburn, an attorney licensed to practice law in this court, and employed by Riezman Berger, with an office address of 7700 Bonhomme Avenue, St. Louis, Missouri 63105, declares that on the date listed below, I served a **Notice of Hearing for Relief from Stay, Memorandum of Law and Proposed Order** upon each of the entities named below by mailing to each of them a copy thereof by enclosing same in an envelope with first class postage prepaid and depositing same in the post office at St. Louis, Missouri, addressed to each of them as follows:

(Debtors' Attorney)
Robert L. Kalenda
919 W St. Germain Street, Suite 2000
St. Cloud, MN 56301

(Chapter 13 Trustee)
Michael J. Farrell
P.O. Box 519
Barnesville, MN 56514

(Debtor)
Joel C. Hendrickson
606 10 Street SW
Little Falls, MN 56345

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

Shantel M. Hendrickson
606 10 Street SW
Little Falls, MN 56345

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

Executed: October 4, 2004.

Signed: /e/Marilyn J. Washburn

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Shantel M. Hendrickson,
Debtors.

ORDER

The above entitled matter before the Court for hearing on _____, 2004, on the motion of General Motors Acceptance Corporation, (“GMAC”), seeking relief from the automatic stay of 11 U.S.C. § 362(a). Appearances are as noted in the Court’s record.

Based on the proceedings had on said date, the statement of counsel and all the files and records herein, the Court now find that cause exists entitling GMAC to relief from the automatic stay.

NOW, THEREFORE, **IT IS HEREBY ORDERED** that:

1. The automatic stay of 11 U.S.C. §362(a) is immediately terminated to GMAC and GMAC is authorized to terminate its Lease and take possession of the subject motor vehicle, a 2001 Pontiac Grand Prix, VIN #1G2WP52K81F178209.
2. Notwithstanding Fed. R. Bankr. P. 4001(a)(3), this Order is effective immediately.

DATED at St. Paul, Minnesota, this _____ day of _____, 2004.

BY THE COURT:

Dennis D. O'Brien
United States Bankruptcy Judge

GMAC SmartLease® AGREEMENT — Monthly Payment

LESSOR (and Collessor), your name and address, including county:
JUL C HENDRICKSON
 586 18TH ST SW
 Little Falls MN 56345
 Morrison

LESSOR (Retailer)
FALLS Motor Co Inc
 400 13th St NE
 Little Falls MN 56345

This is an agreement to lease a vehicle. This is not a purchase agreement. You are not buying the vehicle. By signing this lease, you agree to everything on the front and back.
 "We," "us," and "our" refer to Lessor named above and any assignee. An "assignee" is a person to whom this lease is assigned.

New/Used	Year	Make & Model	Body Style	Vehicle ID#	Mileage	Priority Use:
Used	1981	PONTIAC GRAND PRIX	Sedan	1EZWPS2KWF178205	261	<input checked="" type="checkbox"/> Personal, Family or Household <input type="checkbox"/> Business or Agricultural

Dealer Installed Options:

		FEDERAL CONSUMER LEASING ACT DISCLOSURE				
Amount Due at Lease Signing or Delivery (Amount Below)		Monthly Payments	\$ 365.82	Other Charges (not part of your monthly payment)	Total of Payments	
Your first monthly payment of \$ 365.82		is due on		Disposition fee (if you do not purchase the vehicle)	(The amount you will have paid by the end of the lease.)	
		, followed by	payments of \$ 365.82	\$ 0.00	\$ 18740.54	
		due on the 17/07/82 of each month.		\$ N/A		
		The total of your monthly payments is \$ 18740.54		\$ 0.00		

Itemization of Amount Due at Lease Signing or Delivery

Amount Due at Lease Signing or Delivery:	1885.19	How the Amount Due at Lease Signing or Delivery will be paid:	1885.19
Capitalized cost reduction:	365.82	Net trade-in allowance:	1000.00
First monthly payment:	152.37	Refundable security deposit:	500.00
Refundable security deposit:	0.00	Amount to be paid in cash:	0.00
Title fees:	0.00		
Registration fees:	0.00		
Delivery fee:	25.00		
KTCH:	N/A		
Total:	1885.19		1885.19

Gross capitalized cost. The agreed upon value of the vehicle (\$ 23718.23) and any items you pay for over the lease term (such as service contracts, insurance, and any outstanding prior credit or lease balance).	\$ 23718.23
Capitalized cost reduction. The amount of any net trade-in allowance, rebate, noncash credit, or cash you pay that reduces the gross capitalized cost.	\$ 1885.19
Adjusted capitalized cost. The amount used in calculating your base monthly payment.	\$ 22633.04
Residual value. The value of the vehicle at the end of the lease used in calculating your base monthly payment.	\$ 1857.23
Depreciation and any amortized amounts. The amount charged for the vehicle's decline in value through normal use and for other items paid over the lease term.	\$ 1857.23
Rent charge. The amount charged in addition to the depreciation and any amortized amounts.	\$ 365.82
Total of base monthly payments. The depreciation and any amortized amounts plus the rent charge.	\$ 344.43
Lease term. The number of months in your lease.	\$ 22.39
Base monthly payment:	\$ 0.00
Monthly sales/use tax (estimated):	\$ 365.82

Total monthly payment:

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

Excessive Wear and Use. You may be charged for excessive wear based on our standards for normal use and for mileage in excess of 35000 miles per year at the rate of \$15 per mile.

Purchase Option at End of Lease Term. You have an option to buy the vehicle at the end of the lease term for \$ 9665.75 plus initial fees and taxes.

Other Important Terms. See your lease documents for additional information on early termination, purchase options and maintenance responsibilities, warranties, tax and duty charges, and insurance.

1. ITEMIZATION OF GROSS CAPITALIZED COST.	\$ 23718.23
Agreed upon value of the vehicle:	\$ 23718.23
GMAC administrative fee:	\$ 254.00
License/registration/title fees:	\$ 0.00
Sales tax:	\$ 0.00
Other tax (describe):	\$ 0.00
Optional service contract:	\$ 0.00
Optional life insurance:	\$ N/A
Optional disability insurance:	\$ 0.00
N/A	\$ 0.00
Gross Capitalized Cost:	\$ 23718.23

2. THE VEHICLE YOU ARE TRADING

(year)	(model)	(make)

Gross trade-in value: \$ 0.00

Payoff: \$ 0.00

Net trade-in value: \$ 0.00

3. OFFICIAL FEES AND TAXES. You will pay all government license, title, registration, testing, and inspection fees for the vehicle. You will pay all taxes on the lease of the vehicle (that is, no personal property taxes on you, the vehicle, or us (except our net income taxes). We may change government levies on you, the vehicle, or us (except our net income taxes). We may change your monthly payment if taxes change. We may bill you separately for official fees and taxes.

TOTAL OFFICIAL FEES AND TAXES YOU MUST PAY DURING LEASE: \$ 2851.76

Title fees: \$ 15.00

Registration fees: \$ 1476.00

Licence fees: \$ 234.00

Excise taxes (including tax on capitalized cost reduction): \$ 1080.26

Excise taxes: \$ 0.00

Personal property taxes: \$ 0.00

Other (describe): N/A

4. LATE CHARGE. If you do not pay a monthly payment in full within 10 days after it is due, you will pay a late charge of 5% of the part of the payment that is late.

5. EXCESSIVE RELEASE CHARGE. The total allowed mileage on the odometer at lease end: 261 miles

Starting odometer mileage: 62000 miles

Base mileage allowance: + 0 miles

Purchased extra miles: + 0 miles

Total allowed mileage: + 62261 miles

You are charged \$0.00 for extra miles. At scheduled lease end, we will credit you with

7. OPTIONAL LIFE AND DISABILITY INSURANCE. We do not require life or disability insurance. If you sign below, we will try to get the coverage(s) checked for the lease term. We will include the premium in your base monthly payment. A notice you receive when you sign this lease describes the coverage(s). The insurance may not cover taxes and other amounts due besides the base monthly payment.

Insurer Name _____ Address _____

Life Insurance (Lessee Co-Lessee Both) Premium \$ 0.00 Coverage Limit \$ N/A

Disability Insurance (Lessee Only) Premium \$ 0.00 Coverage Limit \$ N/A

Leaser's Signature _____ Age 1/83/73

Co-Lessee's Signature _____ Age 3/26/73

8. WARRANTY AND EXCLUSION OF WARRANTY. You have the benefit of any warranty checked below.

Standard manufacturer's warranty

Warranty papers that are separate from this lease state any coverage limits.

We are giving you a warranty that the vehicle conforms to the description in this lease.

THESE ARE NO OTHER EXPRESS WARRANTIES ON THE VEHICLE. WE MAKE NO IMPLIED WARRANTY OF MERCHANTABILITY. THERE IS NO WARRANTY THAT THE VEHICLE IS FIT FOR A PARTICULAR PURPOSE.

9. OPTIONAL SERVICE OR MAINTENANCE CONTRACT.

Name _____

Term _____ months, _____ miles.

If you are buying a service or maintenance contract now, you may pay for it at lease signing. If you do not, the price will be in the capitalized cost, and you will pay next charges on the price.

10. ASSIGNMENT BY LESSOR.

If this box is checked, Lessor (Retailer) will assign this lease and sell the vehicle to General Motors Acceptance Corporation ("GMAC").

If this box is checked, GMAC helped to arrange this lease and Lessor (Retailer) will assign it and sell the vehicle to Central Leasing Trust.

If this box is checked, Lessor (Retailer) will assign this lease and sell the vehicle to U.S. TRUST.

If this box is checked, Lessor (Retailer) intends not to assign this lease.

The assignee may designate Vehicle Asset Universal Leasing Trust, or its trustee, as agent to hold title for the benefit of the assignee on the vehicle's certificate of title and/or registration.



First monthly payment	\$ 15.00
Refundable security deposit	\$ 15.00
Title fees	\$ 0.00
Registration fees	\$ 5.50
Sales tax MR	\$ 2.50
DBE/LT/RY	\$ N/A
N/T/H	\$
Total	\$ 15.00

Reduced capitalized cost	\$ 22535.23
Amount to be paid in cash	\$ 15.00
Total	\$ 15.00

Your monthly payment is determined as shown below:

Gross capitalized cost: The agreed upon value of the vehicle (\$ 22535.23) and any items you pay for over the lease term (such as service contracts, insurance, and any outstanding prior credit or lease balances)	\$ 22535.23
Capitalized cost reduction: The amount of any net trade-in allowance, rebate, noncash credit, or cash you pay that reduces the gross capitalized cost	\$ 1000.00
Adjusted capitalized cost: The amount used in calculating your base monthly payment	\$ 22535.23
Rental value: The value of the vehicle at the end of the lease used in calculating your base monthly payment	\$ 5655.75
Depreciation and any amortized amounts: The amount charged for the vehicle's decline in value through normal use and for other items paid over the lease term	\$ 12367.29
Rent charge: The amount charged in addition to the depreciation and any amortized amounts	\$ 3855.05
Total of base monthly payments: The depreciation and any amortized amounts plus the rent charge	\$ 16222.34
Lease term: The number of months in your lease	48
Base monthly payment	\$ 344.63
Monthly sales tax (estimated)	\$ 22.39
Total monthly payment	\$ 366.82

Total monthly payment \$ 366.82

Early Termination. You may have to pay a substantial charge if you end this lease early. This 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.

Respective Wear and Use. You may be charged for excessive wear based on our standards for normal use and for mileage in excess of 15,000 miles per year at the rate of \$ 15 per mile.

Purchase Option at End of Lease Term. You have an option to buy the vehicle at the end of the lease term for \$ 9,655.75, plus official fees and taxes.

Other Important Terms. See your lease documents for additional information on early termination, purchase options and maintenance responsibilities, warranties, late and default charges, and insurance.

SECTION I - LEASE AGREEMENT

I. ITEMIZATION OF GROSS CAPITALIZED COST.

Gross agreed upon value of the vehicle	\$ 22535.23
GMAC administrative fee	\$ 525.00
Lender/borrower/dealer fee	\$ 234.00
Sales tax	\$ 0.00
Other tax (state/tax)	\$ 0.00
Optional services contract	\$ 0.00
Optional life insurance	\$ 0.00
Optional disability insurance	\$ N/A
N/A	\$ N/A
Gross Capitalized Cost	\$ 23716.23

II. THE VEHICLE YOU ARE TRADING

Gross trade-in value	\$ 0.00
Payoff	\$ 0.00
Net residual value	\$ 0.00

3. OFFICIAL FEES AND TAXES. You will pay all government license, title, registration, testing, and inspection fees for the vehicle. You will pay all taxes on the lease or the vehicle other than government taxes on you, the vehicle, or us (except our net income taxes). We may change your monthly payment if taxes change. We may bill you separately for official fees and taxes.

TOTAL ESTIMATED FEES AND TAXES YOU MUST PAY DURING LEASE	\$ 1565.75
Title fees	\$ 15.00
Registration fees	\$ 376.00
License fees	\$ 294.00
Sales taxes (including tax on capitalized cost reduction)	\$ 1080.26
Resale taxes	\$ 0.00
Personal property taxes	\$ 0.00
Other (describe) N/A	\$ N/A

4. LATE CHARGE. If you do not pay a monthly payment in full within 10 days after it is due, you will pay a late charge of 5% of the part of the payment that is late.

5. EXCESS MILEAGE CHARGE. The total allowed mileage on the odometer at lease end is:

Starting odometer mileage	25.1 miles
Base mileage allowance	6,000 miles
Purchased extra miles	0 miles
Total allowed mileage	6,025.1 miles

You are paying \$0.10 per mile for extra miles. At scheduled lease end, we will credit you with \$0.10 per mile for each unused extra mile you purchased. There will be no credit if the lease ends early, you buy the vehicle, or the vehicle is a total loss.

The excess mileage charge is \$ 1.15 per mile for each mile beyond 6,025.1 miles. If the lease ends early, any excess mileage and wear charge will not be more than residual value minus the vehicle's sale price. There is no excess mileage charge if you buy the vehicle.

6. CHARGE FOR FINES. If the government places a fine on the vehicle and you do not pay it promptly, we may pay it. Each time we pay a fine, you will pay us the fine plus \$20.

THIS IS THE ENTIRE AGREEMENT. This lease contains the entire agreement between you and us relating to the lease of the vehicle. Any change to the terms of this lease must be in writing and signed by you and us. No oral changes are binding. We may delete or retain from among any of our rights under this lease without losing them. Lessee (and Co-Lessee) initial

[initials] **NOTICE TO LESSEE: 1. DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT. 2. YOU ARE ENTITLED TO A COPY OF THIS AGREEMENT.**

YOU SIGNED THIS AGREEMENT AND RECEIVED A COPY AT *Little Falls MN* ON *March 28, 2001* *(Initials)* *(Signature)* **SHANTEL HENDRICKSON**
LESSEE: JOEL C HENDRICKSON *[Signature]* **TITLE: [Signature]**
LESSOR: Falls Motor Co Inc BY *[Signature]* **TITLE: [Signature]**

Lessor assigns all right, title, and interest in this lease to the party identified in this lease as the intended assignee, under the terms of the lease plan dealer agreement as in effect from time to time with the assignee (the "Dealer Agreement"). Lessor also assigns all right, title, and interest in the leased vehicle to the party identified in this lease as the intended assignee, or its designee, under the terms of the Dealer Agreement.

LESSOR: Falls Motor Co Inc BY *[Signature]* **TITLE: [Signature]**

SEE OTHER SIDE FOR OTHER IMPORTANT AGREEMENTS INCLUDING A PROHIBITION OF TRANSFER OF YOUR INTEREST.

Lease Agreement II

11. REQUIRED VEHICLE INSURANCE. You must insure the vehicle through liability and property damage policies acceptable to us. The policies must not exclude or restrict coverage if you were to drive the vehicle, or when the driver is someone you allow to drive the vehicle or who is likely to drive the vehicle. The policies must show any additional insureds and less premium than we require. You must give us proof of insurance when you sign. We require no other insurance.

Liability insurance must (a) cover up to \$50,000 for property damage, \$100,000 for bodily injury to any one person, and \$300,000 for bodily injury for any one accident; or (b) have a combined single limit of \$300,000 for bodily injury and property damage for any one accident.

Physical damage insurance must have deductibles of no more than \$200 for collision and \$500 for comprehensive fire and theft loss.

For trucks over 10,000 lbs. GVW or more, liability insurance must have a combined single limit of \$1,000,000-\$35,000,000 in CT, GA, PA, RI, and VT for bodily injuries and property damage for any one accident. The deductible must not be more than \$1,000.

If you move to a new state, we will require coverage amounts in keeping with our requirements for the new state. We now estimate that those amounts will be the same as in this lease, but they may be higher.

12. USE. You will not:

- use the vehicle illegally, improperly, for hire, or as a public conveyance.
- use the vehicle in a way that your insurance policy prohibits.
- remove the vehicle from the United States, except for trips or stays of under 60 days.
- move the vehicle to another state for more than 30 days without telling us.
- change the vehicle without our written consent.
- expose the vehicle to seizure, confiscation, forfeiture, or other involuntary transfer.

You will not let anyone else do any of these things.

WHEN THE LEASE DAY ENDS

16. SCHEDULED END. This lease is scheduled to end one month after the last payment is due.

17. EARLY END. You may end this lease anytime. We may end this lease if you are in default or if the vehicle is a total loss.

18. DEFAULT.

You will be in default if any of these things happens:

- You do not pay on time.
- You make material noncompliance when you applied for this lease.
- You make material noncompliance when you are currently proceeding or are to proceed against you or your property.
- You break any other agreements in this lease.
- You do anything the law says is a default.

19. VEHICLE RETURN. At lease end, you will return the vehicle (including any dealer installed options you do not buy outright) to any reasonable place we tell you, unless you buy the vehicle.

20. OPTION TO BUY THE VEHICLE. You have an option to buy the vehicle only at scheduled lease end. See the front for the price. You must also pay any related official fees and taxes.

22. WHAT YOU OWE AT SCHEDULED END.

(a) **IF YOU BUY THE VEHICLE:** If you have paid us and kept your agreements, you will owe us nothing more.

(b) **IF YOU DO NOT BUY THE VEHICLE:** If you have kept your agreements, you will owe us only any excess mileage charge and our estimated or actual cost of repairing excess wear. (We do not have to make repairs.)

23. WHAT YOU OWE AT EARLY END. In general, you will owe us any unpaid monthly payments. We will give you a credit for any unearned rent charge and a credit if we sell the vehicle for more than residual value. We will use the actuarial method to figure the unearned rent charge. (You may ask us for a written explanation of the actuarial method.) We will treat the next charge for each monthly period as fully earned on the period's last day. We will treat each monthly payment that you made as if we received it on its due date.

You will owe us:

- The base monthly payment times the number of payments not yet due,
- Any unearned rent charge, figured by the actuarial method,
- Any surplus (see definition in this item) on the vehicle sale,
- If there is no surplus, any early excess mileage and wear charge (see definition in this item).
- The Total. If the Total is more than zero, you will owe us the Total. If the Total is less than zero, we will not give you a refund or credit.

You will also owe us any break fees and taxes and any amounts due because you broke agreements in this lease. We will give you a credit for any amount we got because of cancellations of optional insurance or optional service or maintenance contracts.

25. ADDITIONAL TERMS

26. PROHIBITION OF TRANSFER OF YOUR INTEREST. You will not sublease or otherwise transfer any right or interest you have under this lease or in the vehicle without our prior written consent.

INSURANCE, USE, AND CARE OF THE VEHICLE

12. MAINTENANCE, REPAIRS, OPERATING EXPENSES, AND DAMAGE. You will maintain and repair the vehicle to keep it in good condition. You will pay all maintenance, repair, and operating expenses, including gas and oil. If the engine stops working, you will fix it immediately. You will service the vehicle as the manufacturer recommends. You will follow the manufacturer's instructions in any recall. If you don't do these things, we may do them. You will owe us our cost if we do.

When you take possession of the vehicle, you take on the risks of loss of the vehicle and of damage to it. If the vehicle is damaged, stolen, or destroyed and money becomes available from insurance, a judgment, a settlement, or the like, we will treat the money as an insurance settlement. We under Vehicle Asset Universal Leasing Trust will be entitled to this money. If the lease ends in cancellation with our receipt of the money, we will treat this money as a fine proceeds.

14. EXCESS WEAR. Excess wear is wear that is beyond normal wear and tear. Excess wear includes: (a) glass that is damaged or that you break; (b) a damaged or corroded body, trim, frame, crossmember, steering, engine, powertrain, or other mechanical part; (c) damaged or worn parts (including wheels and tires), when delivered and not replaced with equipment of equal quality and design (including a missing wheel, wheel cover, jack, or wheel wrench); (d) a tire (including spare) that is unsafe, is not the size and type the manufacturer recommends, is recapped or a minor tire, or has less than 1/8 inch of tread left at the whitewall point; (e) a damaged or worn break that does not meet government safety standards; (f) a leak of fuel or low oil pressure; (g) a malfunctioning electrical system, battery, or lights; (h) any other condition that makes the vehicle run in a noisy, rough, improper, unsafe, or unlabeled way; and (i) any other damage, whether or not insurance covers it.

15. LIENS. You will keep the vehicle free of liens unless we agree to them. If you do not remove any liens, we may do so. You will pay us any amount we pay to do so.

WHEN THE LEASE DAY ENDS

If you are in default, we may:

- End this lease and require you to pay me early end charge.
- Take the vehicle from you without demand. If the law permits, we may go on your property to take the vehicle.
- Sue you for damages and to get the vehicle back.
- Pursue any other remedy the law gives us.

We will exercise our rights without breadth of the peace, at reasonable times and places, in a responsible way, as the law permits. We may take and store any personal items that are in the vehicle. If you do not ask for these items back, we may dispose of them as the law allows. You will pay our reasonable expenses of taking these actions as the law allows. These expenses may include expenses of lifting and storing the vehicle and attorney's fees and court costs.

AT LEASE END

21. ODOMETER DISCLOSURE. Federal law requires you to tell us the vehicle's mileage in connection with a transfer of vehicle ownership. You may be fined and/or imprisoned if you do not complete the disclosure or if you make a false statement.

Definition of Surplus: I know you put an appraisal or gap protection clause, we will sell the vehicle at wholesale in a commercially reasonable way. If we sell the vehicle for more than residual value, the excess will be the surplus. If we sell the vehicle for the residual value or less, the surplus will be zero.

Appraisal: You may get a professional appraisal of the vehicle's wholesale value. If you do within a reasonable time, we will use the appraiser's value as the sale price when we figure the surplus (if any). But the appraiser must be an independent third party, you and we must agree on the appraiser, and you must pay for the appraiser. The appraisal will be binding.

Gap Protection: If the vehicle is a total loss and we get an insurance settlement, you will owe no more than the insurance deductible, plus any unpaid fees and taxes and any amounts due because you broke agreements in this lease. We will figure a Total as described in this item, but there will be no early excess mileage and wear charge. After, the surplus will be the excess of the insurance settlement (not including the deductible) over residual value. If the Total is less than zero, we will give you a credit for the Total. If the vehicle is a total loss and we do not get an insurance settlement, there is no gap protection. You will also owe us residual value minus the vehicle's salvage value.

Definition of Early Excess Mileage and Wear Charge: Our estimated or actual end of any repairs the vehicle needs because of excess wear (we do not have to make repairs), plus any excess mileage charge. This charge will not exceed residual value minus the vehicle sale price.

24. SECURITY DEPOSITS. If you paid a security deposit, we will use it to pay anything you owe under this lease and do not pay. We will not pay you interest on the security deposit. We will not add to the security deposit any increase of profits we receive from the security deposit. After lease end, we will give you back any part of the security deposit that is left.

25. INDEMNITY. You will protect us from all losses, damages, injuries, claims, demands, and expenses arising out of the condition, maintenance, use, or operation of the vehicle. You agree to indemnify and hold harmless us and our assigns from all such losses, damages, injuries, claims, demands, and expenses.

SEE OTHER SIDE FOR OTHER IMPORTANT AGREEMENTS.

APPLICATION FOR TITLE AND REGISTRATION BY BUYER(S) CONTINUED

CONTROL NUMBER 40598368

BUYER'S SALES TAX DECLARATION

A FALSE OR FRAUDULENT STATEMENT OF PURCHASE PRICE BY ANY PERSON IS A GROSS MISDEMEANOR OR FELONY.

FULL PURCHASE PRICE	\$
LESS TRADE-IN ALLOWANCE	
NET PURCHASE PRICE	
% OF NET PURCHASE PRICE	
LESS TAX PAID TO ANOTHER STATE	
NET SALES TAX DUE \$	

TRADE-IN WAS A: MODEL YEAR MAKE PLATE OR VEHICLE IDENTIFICATION NUMBER

REGISTRATION TAX	\$
PLATES FEE	
ARREARS TAX	
P.S.V. FEE	
TRANSFER TAX	
TITLE/TRANSFER FEE	
SALES TAX	
LATE TRANSFER PENALTY	\$
SUBTOTAL	
STATE/DEPUTY FILING FEE	
TOTAL DUE \$	

I DECLARE THIS TAX EXEMPTION CODE:	Minnesota Dealer License Number: Minnesota Sales Tax Account Number: Internal Revenue Code Number (IRC): Prorata Account Number: (Sales tax due when registered)
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TO DETERMINE EXEMPTION CODE OR ANY TAX AMOUNT, CONTACT A DEPUTY REGISTRAR OR THE
DRIVER AND VEHICLE SERVICES DIVISION

FEDERAL AND STATE LAW REQUIRE THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. MINNESOTA LAW REQUIRES THAT YOU MAKE DISCLOSURES ABOUT POLLUTION CONTROL EQUIPMENT AND DAMAGE TO THE VEHICLE. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT. SOME EXEMPTIONS MAY APPLY. SEE 16A.1B PROVIDED FOR A MONETARY PENALTY IF A TRANSFER OF OWNERSHIP IS NOT FILED WITHIN 10 DAYS OF THE DATE OF SALE. HOWEVER, THIS DOES NOT APPLY TO TRANSFER TO OR BETWEEN DEALERS.

REASSIGNMENT BY A LICENSED DEALER ONLY

ODOMETER DISCLOSURE STATEMENT: (WE) CERTIFY THAT THE ODOMETER DAMAGE DISCLOSURE STATEMENT, TO THE BEST OF MY KNOWLEDGE THIS VEHICLE

 HAS HAS NOT (check one) SUSTAINED DAMAGE IN EXCESS OF 70% ACTUAL CASH VALUE.

NOW READS _____ NO TENTHS MILES AND TO THE BEST OF MY KNOWLEDGE THE ODOMETER MILEAGE IS:

POLLUTION SYSTEM DISCLOSURE STATEMENT, TO THE BEST OF MY KNOWLEDGE THE POLLUTION CONTROL SYSTEM ON THIS VEHICLE INCLUDING THE RESTRICTED GASOLINE PIPE

 HAS HAS NOT (CHECK ONE) BEEN REMOVED, ALTERED OR RENDERED INOPERATIVE. ACTUAL MILEAGE EXCEEDS MECHANICAL LIMITS OF ODOMETER NOT ACTUAL MILEAGE - WARNING ODOMETER DISCREPANCY

ASSIGNMENT: I (WE) CERTIFY THAT THIS VEHICLE IS FREE FROM ALL SECURITY INTERESTS, WARRANT TITLE, AND ASSIGN THE REGISTRATION TAX AND VEHICLE TO:

SELLER'S PRINTED NAME(S)

DATE OF SALE

BUYER'S PRINTED NAME(S)

SELLER'S ADDRESS

DEALER'S LICENSE #

BUYER'S ADDRESS

SELLER'S SIGNATURE(S)

X

BUYER'S SIGNATURE(S)

REASSIGNMENT BY A LICENSED DEALER ONLY

ODOMETER DISCLOSURE STATEMENT: (WE) CERTIFY THAT THE ODOMETER DAMAGE DISCLOSURE STATEMENT, TO THE BEST OF MY KNOWLEDGE THIS VEHICLE

 HAS HAS NOT (check one) SUSTAINED DAMAGE IN EXCESS OF 70% ACTUAL CASH VALUE.

NOW READS _____ NO TENTHS MILES AND TO THE BEST OF MY KNOWLEDGE THE ODOMETER MILEAGE IS:

POLLUTION SYSTEM DISCLOSURE STATEMENT, TO THE BEST OF MY KNOWLEDGE THE POLLUTION CONTROL SYSTEM ON THIS VEHICLE INCLUDING THE RESTRICTED GASOLINE PIPE

 HAS HAS NOT (CHECK ONE) BEEN REMOVED, ALTERED OR RENDERED INOPERATIVE. ACTUAL MILEAGE EXCEEDS MECHANICAL LIMITS OF ODOMETER NOT ACTUAL MILEAGE - WARNING ODOMETER DISCREPANCY

ASSIGNMENT: I (WE) CERTIFY THAT THIS VEHICLE IS FREE FROM ALL SECURITY INTERESTS, WARRANT TITLE, AND ASSIGN THE REGISTRATION TAX AND VEHICLE TO:

SELLER'S PRINTED NAME(S)

DATE OF SALE

BUYER'S PRINTED NAME(S)

SELLER'S ADDRESS

DEALER'S LICENSE #

BUYER'S ADDRESS

SELLER'S SIGNATURE(S)

X

BUYER'S SIGNATURE(S)

THIS CERTIFICATE IS ISSUED BY
THE MINNESOTA DEPARTMENT OF PUBLIC SAFETY
DRIVER AND VEHICLE SERVICES DIVISION
445 MINNESOTA STREET, ST PAUL, MINNESOTA 55101
PHONE 651-297-5128 TTY 651-262-0055
FAX 651-297-5128

All info collected on a motor vehicle application, with the exception of your home telephone number, are required by law. This data is used to identify your motor vehicle. Failure to provide required data may result in denial or revocation of a title or registration. 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 personal information by checking one or both of the boxes on the front of the certificate of title.

P.B. 2790-10

Post Office Will
Not Deliver Mail
Without Proper
Postage

MINNESOTA DEPARTMENT OF PUBLIC SAFETY
DRIVER & VEHICLE SERVICES DIVISION
445 MINNESOTA STREET SUITE 168
ST PAUL MN 55101-5168

STATE OF MINNESOTA
CERTIFICATE OF TITLE FOR A VEHICLE

1G2WP52K81F178209	01	PONT	4D GPG	D1000N620
VEHICLE IDENTIFICATION NUMBER 0471001	YEAR 22615	MAKE FNW942	MODEL/SERIAL CODE	TITLE NUMBER TITLE NUMBER
DATE ISSUED DATE ISSUED	ODOMETER ODOMETER	TAX BASE CODE	PLATE NUMBER PLATE NUMBER	
		NEW 03/28/01	EXP 02	CENTRAL OFFICE USE ONLY

FIRST SECURED PARTY 03/28/01 OWNER DOB

GMAC VAUL TRUST

PO BOX 8122 MD 21030 PO BOX 8122 MD 21030-8
COCKEYSVILLE COCKEYSVILLE
TOTAL LIENS 1

ASSIGNMENT BY SELLER (TRANSFEROR)

FEDERAL AND STATE LAWS REQUIRE THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. STATE LAWS REQUIRE TH DISCLOSURES ABOUT THE POLLUTION CONTROL EQUIPMENT AND DAMAGE TO THE VEHICLE FAILURE TO COMPLETE OR PROVIDING A FALSE STA RESULT IN FINES AND/OR IMPRISONMENT. SOME EXEMPTIONS MAY APPLY.

ODOMETER DISCLOSURE STATEMENT: I/we certify that the odometer now reads

DAMAGE DISCLOSURE STATEMENT: To the best of my knowledge this vehicle
[] HAS [] HAS NOT (check one) sustained damage in excess of 10% total or
POLLUTION SYSTEM DISCLOSURE STATEMENT: To the best of my knowledge
pollution control system on this vehicle including the restricted gasoline pipe

[] HAS [] HAS NOT (check one) been removed, altered, or replaced in

ACTUAL MILEAGE
 EXCEEDS MECHANICAL LIMITS OF ODOMETER
 NOT ACTUAL MILEAGE - WARNING ODOMETER DISCREPANCY

ASSIGNMENT: I (we) certify that this vehicle is FREE FROM ALL SECURITY INTERESTS. WARRANT TITLE, AND ASSIGN THE REGISTRATION TAX AND.

SELLER'S PRINTED NAME(S) DATE OF SALE BUYER'S PRINTED NAME(S)

SELLER'S ADDRESS BUYER'S ADDRESS

SELLER'S SIGNATURE(S)-ALL SELLERS MUST SIGN BUYER'S SIGNATURE(S)-ALL BUYERS MUST SIGN
APPLICATION FOR TITLE BY BUYER (TRANSFeree) MUST BE SUBMITTED WITHIN 10 DAYS (Please Print)

Buyer's Name(s) (Last) (First) (Middle) Date(s) of Birth Buyer's Driver License Number(s)

Street Address City County State Zip Code

Name of Insurance Company Policy Number

IS THIS VEHICLE SUBJECT TO SECURITY AGREEMENT(S)? NO YES (IF YES, COMPLETE SECTION BELOW)For additional security
purposes, attach completed
form No. RAGM-1

First Secured Party's Name (Print Name)

City State Zip Code

Street Address

I (we) certify I (we) am (are) of legal age, have purchased this vehicle subject to terms shown and no others. This vehicle is and will continue to be insured

while operating upon the public streets and highways. All of my (our) declarations are true and correct.

IMPORTANT - PLEASE READ: All data collected on a motor vehicle application are required by law. These data are used to identify your motor vehicle. Failure to provide required data may result in denial of the required 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 personal information by checking the appropriate box(es) below:

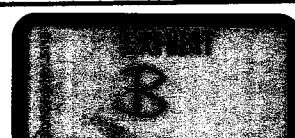
 You may disclose my personal information to analysts. You may disclose my information for surveys, marketing or solicitations

X APPLICANT'S SIGNATURE(S)-All Owners/Buyers Must Sign

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

SEL CNT VEH E1 ALL 01 PONT 4D GPG
 UF. The sale of this vehicle.
 On behalf of Public Safety
 WI. DPS, STATE OF U.S.A.
 SC. I, a dealer or I, a non-dealer
 (or) a lessee of the sale
 M. Minn. Statute 168A.11
 UR. All the information is true
 D1000N620 1G2WP52K81F178209
 FNW942 03/28/02
 # B0207925 294.00

VAUL TRUST

PO BOX 8122
COCKEYSVILLE
MD 21030-8122

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In re:

Chapter 13

Joel C. Hendrickson & Shantel M.
Hendrickson,

Bky. No. 03-38051-DDO

Debtor(s).

Affidavit of J. Wood

I, J. Wood, of General Motors Acceptance Corporation, declare under penalty of perjury that the following is true and correct to the best of my knowledge, information and belief:

1. General Motors Acceptance Corporation leases to Debtor(s) the following (the "Collateral"):

N01 PONTGRAND PRIX VIN/HIN: 1G2WP52K81F178209.

2. \$11,886.62 is the outstanding balance under the contract as of September 30, 2004.

3. \$733.28 is the amount of the existing delinquency under the contract.

4. \$10,750.00 is the fair market value of the Collateral.

5. Yes Appropriate insurance has been verified.

6. 733.28 is the payment default under the Chapter 13 Plan.

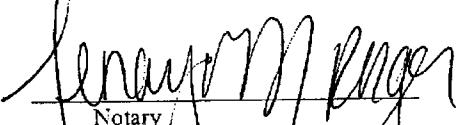
Further your affiant sayeth not.

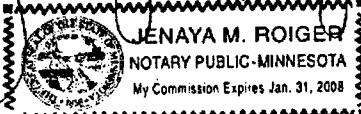
Dated: 9/30/2004



J. Wood
Bankruptcy Specialist
General Motors Acceptance Corporation

Subscribed and sworn to before me on
September 30, 2004



Notary

JENAYA M. ROIGER
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2008