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In Re:  
Anthony E Thomas  
and Eileen M Thomas,  
Debtors,

Case No. 03-38130

Chapter 13 Case

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

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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 November 1, 2004 at 10:30 AM o'clock, in Courtroom No. 228B, Second Flr, United States Courthouse, 316 North Robert St., St. Paul, MN.
3. Any response to this motion must be filed and delivered not later than October 27, 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 21, 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 December 2, 2003. The case is now pending in this court.
5. This motion arises under 11 U.S.C. §362(d) and 1301(c), 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 2000 FORD FOCUS SEDAN 4D SE VEHICLE (the collateral), and from the codebtor stay to pursue collection and repossession remedies against the codebtor, Matthew J Jones, 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 and under the Chapter 13 Plan. 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 requests relief from the codebtor stay under §1301(c)(1) and (2). The codebtor received consideration for the claim upon becoming a co-owner or co-lessee of the vehicle. Also, the Plan provides for the codebtor to be making the payments.
8. 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.
9. 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.
10. A separate Memorandum of Fact and Law is attached hereto and made a part hereof.

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

Dated: October 12, 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 SAFETY  
DRIVER & VEHICLE SERVICES DIVISION  
445 MINNESOTA ST., ST. PAUL, MN 55101

CONFIRMATION OF LIEN PERFECTION - DEBTOR NAME AND ADDRESS

JONES MATTHEW JOHN  
THOMAS ANTHONY ELLIS  
844 THOMAS AVE  
ST PAUL MN 55104

FMCC  
Permit No. 171  
St. Paul, MN

\*

EVS238

1ST SECURED PARTY

**LIEN HOLDER**

Year <b>00</b>	Make <b>FORD</b>	Model <b>4DFSS</b>	Title NR. <b>J3500R770</b>
VIN <b>1FAFP3430YW300101</b>	Security Date <b>10/25/03</b>	Rebuilt <b>NO</b>	

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

FMCC  
PO BOX 105704  
ATLANTA GA 30348-5704

EXHIBIT A

Buyer (and Co-Buyer) Name and Address (Including County and Zip Code)  
 MATHEW JOHN JONES  
 ANTHONY ELLIS THOMAS  
 844 THOMAS AVE  
 ST PAUL MN 55104 RAMSEY-62

CREDITOR (Seller Name and Address)  
 NEW BRIGHTON FORD  
 1100 SILVER LAKE  
 NEW BRIGHTON MN 55112

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
USED	2000 FORD	FOCUS		1FAFP3430YW300101	<input checked="" type="checkbox"/> Personal <input type="checkbox"/> Agricultural <input type="checkbox"/> Commercial

Trade-in \_\_\_\_\_ Year and Make \_\_\_\_\_ \$ N/A  
 Gross Allowance \_\_\_\_\_ Amount Owning \_\_\_\_\_

ITEMIZATION OF AMOUNT FINANCED

1. Cash Price .....	\$ 6250.00 (1)
2. Down Payment	
Third Party Rebate Assigned to Creditor .....	\$ N/A
Cash Down Payment .....	\$ 500.00
Trade-in (description above) .....	\$ N/A
Total Down Payment .....	\$ 500.00 (2)
3. Unpaid Balance of Cash Price (1 minus 2) .....	\$ 5750.00 (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 \$ 19.75 ;	
(ii) for filing fees \$ 7.00 ;	
(iii) for taxes (not in Cash Price)	
\$ 406.25	\$ 433.00
To Insurance Companies for:	
Credit Life Insurance .....	\$ N/A
Credit Disability Insurance .....	\$ N/A
N/A	\$ N/A
To FORD ESP for SERVICE CONTRACT	\$ 1635.00
To N/A for N/A	\$ N/A
To NEW BRIGHTON FORD for DOC FEE	\$ 50.00
To N/A for N/A	\$ N/A
Total .....	\$ 2118.00 (4)
5. Amount Financed (3 plus 4) .....	\$ 7868.00 (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) \_\_\_\_\_

Disability \_\_\_\_\_ Insurer \_\_\_\_\_  
 \$ N/A Premium Insured \_\_\_\_\_  
 Signature \_\_\_\_\_

Other Optional Insurance \_\_\_\_\_ Term \_\_\_\_\_  
 \$ N/A Premium \_\_\_\_\_  
 Insurer \_\_\_\_\_  
 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 N/A 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 12.99 %	The dollar amount the credit will cost you \$ 2925.40	The amount of credit provided to you or on your behalf \$ 7868.00	The amount you will have paid when you have made all scheduled payments \$ 10793.40	The total cost of your purchase on credit, including your downpayment of \$ 500.00 \$ 11293.40

Payment Schedule	Number of payments	Amount of Each payment	When Payments are due
Your payment schedule will be:	59	\$ 179.89	monthly starting 12/09/2003
	1 final	\$ 179.89	

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 Signs: X Matthew Jones Co-Buyer Signs: X Anthony Thomas

YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE ARBITRATION PROVISION ON THE REVERSE SIDE OF THIS CONTRACT.

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. Buyer (and Co-Buyer) acknowledge that (i) before signing this contract, Buyer (and Co-Buyer) received and reviewed a true and completely filled in copy of this contract and (ii) at the time of signing this contract, Buyer (and Co-Buyer) received a true and completely filled in copy of this contract, signed by both Buyer (and Co-Buyer) and the seller.

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

X Matthew Jones Buyer Signs X Anthony Thomas (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 NEW BRIGHTON FORD By X [Signature] Title BUSINESS MGR

QUESTIONS?



PLEASE CALL US AT 1-800-727-7000 or Visit us at www.fordcredit.com 02-001

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, 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 in this contract 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 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 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. Consumer Reports: You authorize Ford Motor Credit Company to obtain consumer credit reports from consumer reporting agencies (credit bureaus) for any reason and at any time in connection with this contract.

H. General: To contact Ford Motor Credit Company about this account, call 1-800-727-7000. Also, you may make address and other selected changes at www.fordcredit.com. 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.

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 \_\_\_\_\_

READ THIS ARBITRATION PROVISION CAREFULLY AND IN ITS ENTIRETY
ARBITRATION

Arbitration is a method of resolving any claim, dispute, or controversy (collectively, a "Claim") without filing a lawsuit in court. Either you or Creditor ("us" or "we") (each, a "Party") may choose at any time, including after a lawsuit is filed, to have any Claim related to this contract decided by arbitration. Such Claims include but are not limited to the following: 1) Claims in contract, tort, regulatory or otherwise; 2) Claims regarding the interpretation, scope, or validity of this clause, or arbitrability of any issue; 3) Claims between you and us, our employees, agents, successors, assigns, subsidiaries, or affiliates; 4) Claims arising out of or relating to your application for credit, this contract, or any resulting transaction or relationship, including that with the dealer, or any such relationship with third parties who do not sign this contract.

RIGHTS YOU AND WE AGREE TO GIVE UP

- If either you or we choose to arbitrate a Claim, then you and we agree to waive the following rights:
- RIGHT TO A TRIAL, WHETHER BY A JUDGE OR JURY
- RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR A CLASS MEMBER IN ANY CLASS CLAIM YOU MAY HAVE AGAINST US WHETHER IN COURT OR IN ARBITRATION
- BROAD RIGHTS TO DISCOVERY AS ARE AVAILABLE IN A LAWSUIT
- RIGHT TO APPEAL THE DECISION OF AN ARBITRATOR
- OTHER RIGHTS THAT ARE AVAILABLE IN A LAWSUIT

Rights You And We Do Not Give Up: If a Claim is arbitrated, you and we will continue to have the following rights, without waiving this arbitration provision as to any Claim: 1) Right to file bankruptcy in court; 2) Right to enforce the security interest in the vehicle, whether by repossession or through a court of law; 3) Right to take legal action to enforce the arbitrator's decision; and 4) Right to request that a court of law review whether the arbitrator exceeded its authority.

Either Party must contact any association below and the other Party to start arbitration. The applicable rules (the "Rules") may be obtained from the association.

- American Arbitration Association ("AAA"), at 1-800-778-7879, or www.adr.org;
- J.A.M.S./Endispute, at 1-800-448-1660, or www.jamsadr.com;
- National Arbitration Forum, at 1-800-474-2371, or www.arb-forum.com.

If there is a conflict between the Rules and this contract, this contract shall govern. This contract is subject to the Federal Arbitration Act (9 U.S.C. § 1 et seq.) and the Federal Rules of Evidence. The arbitration decision shall be in writing with a supporting opinion. We will pay your total reasonable arbitration fees and expenses (not including attorney fees, except where applicable law otherwise provides) in excess of \$125. We will pay the whole filing fee if we demand arbitration first. Any portion of this arbitration clause that is unenforceable shall be severed, and the remaining provisions shall be enforced.

FC 17822-31 Aug 02 (Previous editions may NOT be used.)

66 FORD

PASSENGER CARS

Trade-In	BODY TYPE	Model No.	M.S.R.P.	Weight	Loan	Retail
					75	100
75	Add Power Door Locks				350	400
350	Add Power Sunroof				125	150
125	Add Power Windows				50	75
50	Add Theft Recovery System				75	100
75	Add Tilt Steering Wheel				450	450
450	Deduct W/out Air Conditioning				375	375
375	Deduct W/out Automatic Trans.					
<b>Mileage Class: II</b>						
<b>2001 MUSTANG-V6</b>						
Veh. Ident.: 1FA()P(Model)()()1()100001 Up.						
7900	Coupe 2D	40	\$16805	3066	7125	9750
10350	Convertible 2D	44	22220	3208	9325	12500
<b>Mileage Class: II</b>						
<b>2001 MUSTANG-V8-5 Spd./AT</b>						
Veh. Ident.: 1FA()P(Model)()()1()100001 Up.						
11675	Coupe 2D GT	42	\$22440	3241	10525	13900
14150	Coupe 2D Bullitt GT	42	26830	3273	12750	16600
17375	Coupe 2D Cobra	47	28635		15650	20225
13975	Convertible 2D GT	45	26695	3379	12600	16425
19675	Convertible 2D Cobra	46	32635		17725	22675
<b>Mileage Class: II</b>						
<b>MUSTANG OPTIONS</b>						
350	Add Leather Seats (Std. Bullitt, Cobra)				350	400
175	Add MACH Stereo System (Std. Cobra)				150	200
150	Add Power Seat (Coupe V6)				50	75
50	Add Theft Recovery System				475	475
475	Deduct W/out Automatic Trans. (V6)				150	150
150	Deduct W/out Cruise Control					
<b>Mileage Class: II</b>						
<b>2001 TAURUS-V6</b>						
Veh. Ident.: 1FA()P(Model)()()1()100001 Up.						
5450	Sedan 4D LX	52	\$18260	3355	4925	7100
5950	Sedan 4D SE	53	19035	3355	5375	7625
6500	Sedan 4D SES	55	20050	3392	5850	8225
7450	Sedan 4D SEL	56	21535	3408	6725	9250
7000	Wagon 4D SE	58	20910	3519	6300	8775
7550	Wagon 4D SES	58	22250		6800	9375
<b>Mileage Class: II</b>						
325	Add 3.0L Duratec V6 Engine (Std. SEL)				325	375
200	Add Aluminum/Alloy Wheels (LX)				200	225
75	Add Compact Disc Player (Std. SES, SEL)				75	100
350	Add Leather Seats				350	400
175	Add MACH Stereo System				175	200
150	Add Power Seat (Std. SES, SEL)				150	175
450	Add Power Sunroof				450	500
50	Add Theft Recovery System				50	75
150	Deduct W/out Cruise Control				150	150
200	Deduct W/out Third Seat (Wagon)				200	200
<b>Mileage Class: III</b>						
<b>2001 CROWN VICTORIA-V8</b>						
Veh. Ident.: 1FA()P(Model)()()1()100001 Up.						
8475	Sedan 4D S	72	\$22850		7650	10550
8725	Sedan 4D	73	21965	3946	7875	10800
9900	Sedan 4D LX	74	24080	3927	8925	12075
10950	Sedan 4D LX Sport	74	26655		9675	13200
<b>Mileage Class: III</b>						
250	Add Aluminum/Alloy Wheels (Std. LX Sport)				250	300
100	Add Compact Disc Player				100	125
400	Add Leather Seats (Std. LX Sport)				400	450
50	Add Theft Recovery System				50	75

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

FORD 67

PASSENGER CARS

Trade-In	BODY TYPE	Model No.	M.S.R.P.	Weight	Loan	Retail
175	Deduct W/out Cruise Control				175	175
175	Deduct W/out Power Seat				175	175
<b>FORD</b>						
<b>2000 FOCUS-4 Cyl.</b>						
Veh. Ident.: 1FA()P(Model)()()Y()100001 Up.						
4600	Hatchback 3D ZX3	31	\$11865	2551	4150	6000
4025	Sedan 4D LX	33	12125	2564	3625	5375
4575	Sedan 4D SE	34	13565	2564	4125	5975
5250	Sedan 4D ZTS	38	15165	2564	4725	6750
5225	Wagon 4D SE	36	15380	2717	4725	6700
<b>Mileage Class: I</b>						
100	Add Aluminum/Alloy Wheels (LX)				100	125
50	Add Compact Disc Player (Std. ZX3, ZTS)				50	75
100	Add Cruise Control (Std. ZTS)				100	125
175	Add Leather Seats				175	200
50	Add Power Door Locks (Std. SE, ZTS)				50	75
100	Add Power Windows (Std. ZTS)				100	125
50	Add Tilt Steering Wheel (Std. ZTS)				50	75
400	Deduct W/out Air Conditioning				400	400
325	Deduct W/out Automatic Trans.				325	325
<b>Mileage Class: I</b>						
<b>2000 ESCORT-4 Cyl.</b>						
Veh. Ident.: 1FA()P(Model)()()Y()100001 Up.						
3700	Coupe 2D ZX2	11	\$11760	2478	3350	5000
3325	Sedan 4D	13	11975	2454	3000	4575
<b>Mileage Class: I</b>						
100	Add Aluminum/Alloy Wheels (Std. ZX2)				100	125
50	Add Compact Disc Player				50	75
100	Add Cruise Control				100	125
175	Add Leather Seats				175	200
50	Add Power Door Locks				50	75
300	Add Power Sunroof				300	350
100	Add Power Windows				100	125
50	Add Tilt Steering Wheel				50	75
400	Deduct W/out Air Conditioning				400	400
325	Deduct W/out Automatic Trans.				325	325
<b>Mileage Class: II</b>						
<b>2000 CONTOUR-4 Cyl.</b>						
Veh. Ident.: 1FA()P66()()Y()100001 Up.						
3525	Sedan 4D SE	66	\$16730	2769	3175	4800
<b>Mileage Class: II</b>						
<b>2000 CONTOUR-V6</b>						
Veh. Ident.: 1FA()P(Model)()()Y()100001 Up.						
3825	Sedan 4D SE	66	\$17225		3450	5125
4175	Sedan 4D Sport	66	16845	2769	3775	5550
6750	Sedan 4D SVT (5 Spd.)	68	22715	3126	6075	8675
<b>Mileage Class: II</b>						
<b>CONTOUR OPTIONS</b>						
150	Add Aluminum/Alloy Wheels (SE)				150	175
50	Add Compact Disc Player				50	75
125	Add Power Seat (Std. SVT)				125	150
400	Add Power Sunroof				400	450
425	Deduct W/out Automatic Trans. (Ex. SVT)				425	425
<b>Mileage Class: II</b>						
<b>2000 MUSTANG-V6</b>						
Veh. Ident.: 1FA()P(Model)()()Y()100001 Up.						
6400	Coupe 2D	40	\$16520	3064	5775	8125
8500	Convertible 2D	44	21370	3203	7650	10400

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

EXHIBIT C

04-04156-0

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA

In Re:  
Anthony E Thomas  
and Eileen M Thomas,  
Debtors,

Case No. 03-38130

Chapter 13 Case

VERIFICATION FOR MOTION FOR RELIEF FROM STAY

I, Carolyn Boynton, 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. 35553115.
2. The Debtor owes the Creditor \$ 7466.85, payoff amount as of ~~October 8, 2004~~ today, plus accrued unpaid interest thereon since that date. The monthly loan payment is \$179.89. As of October 8, 2004, the loan payments are in arrears \$438.90 for payments owing since July 9, 2004. Matthew J Jones is a cosigner on the loan documents and is jointly liable for the debt.
3. The debt owed to the Creditor is secured by a perfected lien on a 2000 FORD FOCUS SEDAN 4D SE VEHICLE. The current NADA published retail value of the collateral is \$5,975.00.
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: October 12, 2004



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

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA

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In Re:  
Anthony E Thomas  
and Eileen M Thomas,  
Debtors,

Case No. 03-38130

Chapter 13 Case

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**MEMORANDUM OF FACT AND LAW**

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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 Debtor's possession or control.

The total net balance due on the Contract is \$7,466.85 as of October 12, 2004. On information and belief, the collateral has an NADA retail value of \$5,975.00. NADA pages showing the collateral value are attached as Exhibit "C".

Debtors' Chapter 13 Plan has been filed with the Court. The terms of the Chapter 13 Plan requires direct payments be made by the codebtor, Matthew Parker. Such payments are presently delinquent.

Movant's collateral is subject to depreciation in that the collateral is being used, subjecting the same to wear and tear, while Debtor is failing to make payments. There has been a further material default; Debtor has failed to provide Movant with evidence of collateral insurance.

The Contract is co-signed by Matthew J Jones who is also a co-owner of the vehicle. The codebtor may be in possession of the vehicle.

**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 9, 2004.
- Failure to make payments due post petition under the Contract.
- Failure to maintain physical damage insurance on the collateral.

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 (Bkrcty. D.N.H. 1983). In the present case, the balance due Movant on the Contract is \$7,466.85. 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). Movant believes that the collateral is not necessary to an effective reorganization. Pursuant to 11 U.S.C. §362(g), the burden is on the Debtor to establish that this collateral is necessary to an effective reorganization.

Pursuant to 11 U.S.C. §1301(c)(1), a creditor is entitled to relief from the codebtor stay "to the extent that ... such individual received the consideration for the claim held by such creditor". The codebtor received consideration for the claim upon becoming an owner of the vehicle.

Pursuant to 11 U.S.C. §1301(c)(2), a creditor is entitled to relief from the codebtor stay "to the extent that ... the plan filed by the debtor proposes not to pay such claim." Debtor's plan clearly proposes for the codebtor to make the payments.

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 12, 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

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In Re:  
Anthony E Thomas  
and Eileen M Thomas,  
Debtors,

Case No. 03-38130

Chapter 13 Case

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**UNSWORN CERTIFICATE OF SERVICE**

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I, Linda Jeanne Jungers, declare under penalty of perjury that on October 13, 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.

Anthony E Thomas  
844 Thomas Ave  
Saint Paul, MN 55104

Eileen M Thomas  
844 Thomas Ave  
Saint Paul, MN 55104

Matthew J Jones  
844 Thomas Ave  
St. Paul, MN 55104

PRESCOTT & PEARSON, PA  
Attn: Richard J Pearson  
PO Box 120088  
New Brighton, MN 55112

Jasmine Z. Keller  
Chapter 13 Trustee  
12 S. 6th St #310  
Minneapolis, MN 55402

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

Executed on: October 13, 2004

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

04-04156-0

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA

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In Re:  
Anthony E Thomas  
and Eileen M Thomas,  
Debtors,

Case No. 03-38130

Chapter 13 Case

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**ORDER FOR RELIEF FROM THE STAY**

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Ford Motor Credit Company's Motion for an order granting relief from the stay came before the Court on November 1, 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  
2000 FORD FOCUS SEDAN 4D SE VEHICLE, VIN 1FAFP3430YW300101  
in accordance with applicable state law.
2. The codebtor stay is hereby modified to permit Movant to proceed with its state court remedies against Matthew J Jones.
3. Notwithstanding Federal Rule of Bankruptcy Procedure 4001(a)(3), this Order is effective immediately.

Dated: \_\_\_\_\_

\_\_\_\_\_  
United States Bankruptcy Judge