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In Re:  
Jeffrey A Bauer,  
Debtor,

Case No. 03-38486  
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 September 20, 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 15, 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 9, 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 18, 2003. The case is now pending in this court.
5. This motion arises under 11 U.S.C. §362(d), §365(a) and (d), and Fed. R. Bankr. P. 4001 and 6006. 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 of §362(a), to terminate the lease and to repossess the 2002 Ford Ranger XLT 4WD Supercab leased to Debtor, and requests the court permit Movant to immediately enforce the order requested, without the 10 day stay

imposed by Rule 4001(a)(3).

6. Movant requests relief under §362(d)(2). Debtor has no equity in the vehicle and the vehicle is not necessary to an effective reorganization. Movant requests relief for cause under §362(d)(1). Failure to provide adequate protection or adequate assurance of future performance under the Lease constitutes cause.
7. If testimony is necessary as to any facts relevant to this motion, Vera Shea, or some other representative for Movant, from Movant's offices in Minnesota, will testify regarding the Lease terms and default.
8. This notice of motion and motion also serve as notice of default required by Cobb v. Midwest Recovery Bureau Co., 295 N.W.2d 232 (Minn.1980). If the default is not cured before the hearing, Movant will repossess the property promptly upon the Court signing the Order.
9. A separate Memorandum of Fact and Law is attached hereto and made a part hereof.

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

Dated: August 31, 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.

**CERTIFICATE OF TITLE FOR**

0134257003  
EB M361 RR10

31144032

VEHICLE IDENTIFICATION NUMBER <b>1FTZR45EX2PB52631</b>	YEAR <b>02</b>	MAKE <b>FORD</b>	MODEL/BODY <b>4C RNG</b>	TITLE NUMBER <b>W3494P242</b>
DATE ISSUED <b>12/13/02</b>	ODOMETER <b>45</b>	TAX BASE <b>021260</b>	CODE <b>10</b>	PLATE NUMBER <b>JPJ579</b>
EXP <b>06</b>				CENTRAL OFFICE USE ONLY
NO SECURITY INTERESTS		DOB		
OWNER		FORD CREDIT TITLING TRUST		
PO BOX 105704		ATLANTA GA 30348-5704		

THIS DUPLICATE CERTIFICATE OF TITLE MAY BE SUBJECT TO THE RIGHTS OF A PERSON UNDER THE ORIGINAL CERTIFICATE OF TITLE. ASSIGNMENT OF OWNERSHIP - BUYER(S) MUST COMPLETE THE APPLICATION ON THE BACK.

ODOMETER DISCLOSURE STATEMENT. I (WE) CERTIFY THAT THE ODOMETER NOW READS _____ (NO TENTHS) MILES AND TO THE BEST OF MY KNOWLEDGE THE ODOMETER MILEAGE IS: <input type="checkbox"/> ACTUAL MILEAGE <input type="checkbox"/> EXCEEDS MECHANICAL LIMITS OF ODOMETER <input type="checkbox"/> NOT ACTUAL MILEAGE - WARNING ODOMETER DISCREPANCY	DAMAGE DISCLOSURE STATEMENT. TO THE BEST OF MY KNOWLEDGE THIS VEHICLE <input type="checkbox"/> HAS <input type="checkbox"/> HAS NOT (CHECK ONE) SUSTAINED DAMAGE IN EXCESS OF 20% ACTUAL CASH VALUE. POLLUTION SYSTEM DISCLOSURE STATEMENT. TO THE BEST OF MY KNOWLEDGE THE POLLUTION CONTROL SYSTEM ON THIS VEHICLE INCLUDING THE RESTRICTED GASOLINE PIPE <input type="checkbox"/> HAS <input type="checkbox"/> HAS NOT (CHECK ONE) BEEN REMOVED, ALTERED OR RENDERED INOPERATIVE. 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 LICENSE #	BUYER'S ADDRESS
SELLER'S SIGNATURE(S)	<b>X</b>	BUYER'S SIGNATURE(S)

IMPORTANT - PLEASE READ: All information collected on a motor vehicle application is required by law and is used to identify your motor vehicle. Failure to provide required information may result in denial of the requested 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 information by writing to the following address:

MINNESOTA DEPARTMENT OF PUBLIC SAFETY  
DRIVER AND VEHICLE SERVICES DIVISION  
445 MINNESOTA STREET, ST. PAUL, MINNESOTA 55101  
PHONE 651-297-2126 TTY 651-282-6555  
[mndriveinfo.org](http://mndriveinfo.org)

PS2700-12

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

**SELLER'S NOTICE OF SALE**

When you sell this vehicle, you are responsible to file the information below with the Department of Public Safety *within 10 days*. Please file this information over the Internet at [mndriveinfo.org](http://mndriveinfo.org) or complete all information on this post card and submit by mail. This notice is not required if sold to a licensed dealer.  
Minnesota Statute 168A.10

**MINNESOTA MOTOR VEHICLE REGISTRATION CARD**

YR **02** MK **FORD** MDL **4C RNG**

VIN **1FTZR45EX2PB52631**

GROSS VEHICLE WEIGHT/BASE VALUE **021260**

PLATE # **JPJ579** EXP **06/30/03**

STICKER # **C1775068** TAX **292.00**

RECORDED OWNER(S):  
**FORD CREDIT TITLING TRUST**

**PO BOX 105704  
ATLANTA GA 30348-5704**

**W3494P242** **1FTZR45EX2PB52631**

Title Number Vehicle Identification Number

Date of Sale

Purchaser's Driver License Number

Purchaser's Full Name Purchaser's Date of Birth

Street Address

City County State Zip Code

**EXHIBIT A**

**PLEASE PRINT**

Lessee (and Co-Lessee) - Name and Address (including County):  
**JEFF ALBERT BAUER**  
 4512 CARPET ARDEN HILL LN #2112 RAMSEY

Lessor - Name and Address  
**TOUSLEY FORD INC**  
 4512 CARPET ARDEN HILL LN #2112

"Ford Credit" is Ford Motor Credit Company. The "Holder" is **FORD CREDIT TITLING & TRUST** and its assigns. By signing "You" (Lessee and Co-Lessee) agree to lease this vehicle according to the terms on the front and back of this lease.

New/Used/Demo	Mileage at Delivery	Year/Make/Model	GVW if Truck (lbs.)	Vehicle ID #	Vehicle Use
NEW	45	2002 FORD RANGER		1FTZR45EX2P852631	

<p>1. Amount Due At Lease Signing or Delivery (named below)</p> <p>\$ 3876.96</p>	<p>2. Monthly Payments</p> <p>Your first monthly payment of \$ 367.96 is due 06/22/02 followed by 35 payments of \$367.96 due on the 22ND day of each month. The total of Your monthly payments is \$ 13246.56</p>	<p>3. Other Charges (not part of Your monthly payment) (Discosation fee if You do not purchase the Vehicle)</p> <p>N/A</p> <p>N/A</p> <p>N/A</p> <p>Total \$ N/A</p>	<p>4. Total of Payments (The amount You will have paid by the end of the lease)</p> <p>\$ 16755.56</p>
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5. Amounts Due At Lease Signing or Delivery:

a. Capitalized cost reduction	\$ 3500.00	b. How the Amount Due at Lease Signing or Delivery will be paid:	
b. First monthly payment	367.96	a. Net trade-in allowance	\$ N/A
c. Refundable security deposit	N/A	b. Rebates and noncash credits	3500.00
d. Title fee	9.00	c. Amount to be paid in cash	376.96
e. Registration fees	N/A	d/A	N/A
N/A	N/A		
REDUCTION TAX	N/A		
N/A	N/A		
STATE FEES	N/A		
Total	\$ 3876.96	Total	\$ 3876.96

7. Your monthly payment is determined as shown below:

a. Gross capitalized cost. The agreed upon value of the Vehicle (\$23809.02) and any items You pay over the lease term (such as service contracts, insurance, and any outstanding prior credit or lease balance) (Itemized below)**	\$ 23809.02
b. Capitalized cost reduction. The amount of any net trade-in allowance, rebate, noncash credit, or cash that You pay that reduces the gross capitalized cost	- 3500.00
c. Adjusted capitalized cost. The amount used in calculating Your base monthly payment	= 20309.02
d. Residual value. The value of the Vehicle at the end of the lease used in calculating Your base monthly payment	- 11296.10
e. Depreciation and any amortized amounts. The amounts charged for the Vehicle's decline in value through normal use and for other items paid over the lease term	= 9012.92
f. Rent charge. The amount charged in addition to the depreciation and any amortized amounts	+ 3425.08
g. Total of base monthly payments. The depreciation and any amortized amounts plus the rent charge	= 12438.00
h. Lease payments. The number of payments in Your lease	+ 36
i. Base monthly payment	= 345.50
l. Monthly sales / use tax	+ 22.46
N/A	+ N/A
N/A	+ N/A
m. Total monthly payment	\$ 367.96
n. Lease term in months	36

8. Excess Wear and Use. You may be charged for excessive wear based on our standards for normal use. At the scheduled end of this lease, unless you purchase the Vehicle, You must pay to Lessor 15 cents per mile for each mile in excess of 45045 miles shown on the odometer. See items 19 and 23 on back for additional excess wear and use terms.

9. Extra Mileage Option Credit. At the scheduled end of this lease, You will receive a credit of N/A cents per unused mile for the number of unused miles between N/A and N/A miles, less any amounts You owe under this lease. You will not receive any credit if the Vehicle is destroyed, if You terminate Your lease early, exercise any purchase option, are in default or the credit is less than \$1.00.

10. Purchase Option at End of Lease Term \$11546.10 plus official fees and taxes is Your lease and purchase option price. You have the option to purchase the Vehicle from Lessor in cash for the purchase option price at the end of the lease term if You are not in default.

Other Important Terms. See Your lease documents for additional information on early termination, purchase option and maintenance responsibilities, warranties, late and default charges, insurance, and any security interests, if applicable.

11. WARRANTY The Vehicle is covered by any warranty, extended warranty or service contract indicated below:

Standard new Vehicle warranty provided by the manufacturer or distributor of the Vehicle.

N/A

If the Vehicle is of a type normally used for personal use and the Lessor, or the Vehicle's manufacturer, extends a written warranty or service contract covering the Vehicle within 90 days from the date of this lease, 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 except as otherwise required by state law.

12. OFFICIAL FEES AND TAXES \$ 817.56

The estimated total amount You will pay for official and license fees, registration, title and taxes over the term of Your lease, whether included with Your monthly payments or assessed otherwise. The actual total of fees and taxes may be higher or lower depending on the tax rates in effect or the value of the leased property at the time a fee or tax is assessed.

13. LESSOR SERVICES N/A (See item 18 on back) N/A

14. LATE PAYMENTS You will pay a late charge on each payment that is not received within 10 days after it is due. The charge is 7.5% of the full amount of the scheduled payment or \$50.00 whichever is less.

15. LIFE, DISABILITY AND OTHER INSURANCE These coverages are not required to enter into this lease and will not be provided unless You sign below. If insurance is to be obtained by Lessor, the coverages are shown in a notice given to You this date and are for the term of this lease.

Life Insurance	N/A	Insurer	\$ N/A	Initial Coverage Amount	N/A
		Insured(s)		Premium	N/A
Disability Insurance	N/A	Insurer	\$ N/A	Monthly Coverage	N/A
		Insured		Premium	N/A
Other Insurance		Insured's Signature			
Type		Insurer	\$ N/A	Monthly Coverage	N/A
		Insured(s)		Premium	N/A
		Insured's Signature(s)			
		Total Premium	\$ N/A		

16. Itemization of Gross Capitalized Cost

Agreed Upon Value of the Vehicle	Sales/Lease Tax & Other Applicable Taxes	Title Fees	License & Registration Fees	Extended Warranty & Service Contract	Lessor Services	Acquisition Fee
\$ 23809.02	N/A	N/A	N/A	N/A	N/A	N/A
Documentation Fee	Life Insurance Premium	Disability Insurance Premium	THEFT			Total Gross Capitalized Cost
N/A	N/A	N/A	N/A	N/A	N/A	\$ 23809.02

SIGNATURES AND IMPORTANT NOTICES

Modification: This lease sets forth all of the agreements of Lessor and You for the lease of the Vehicle. There is no other agreement. Any change in this lease must be in writing and signed by You and Ford Credit.

Lessee: **JEFF ALBERT BAUER** Title: \_\_\_\_\_

Co-Lessee: \_\_\_\_\_ Title: \_\_\_\_\_

NOTICE: (1) Do not sign this lease before You read it or if it has any blank space to be filled in. (2) You have the right to get a filled-in copy of this lease. You state that You have been given a filled-in copy of this lease at the time You sign it and notice of an assignment of this lease by the Lessor to Holder.

Lessee: **JEFF ALBERT BAUER** Title: \_\_\_\_\_

Co-Lessee: \_\_\_\_\_ Title: \_\_\_\_\_

Lessor is hereby notified that Holder has assigned to "intermediary," as defined in the Red Carpet Lease Assignment, its rights (but not its obligations) with respect to the purchase of this Vehicle and the sale of this Vehicle at lease termination.

Lessor accepts this lease and assigns it to Holder under the terms of the Red Carpet Lease /WOR Play agreement between Lessor and Holder unless otherwise indicated here.

Lessor: **TOUSLEY FORD INC.** Title: \_\_\_\_\_

EXHIBIT B

VEHICLE MAINTENANCE, INSURANCE AND USE	
<p><b>17. VEHICLE USE AND SUBLEASING</b> You will not use, or permit others to use the Vehicle (a) in violation of any law; (b) contrary to the provisions of any insurance policies covering the Vehicle; (c) outside the state where first used or registered for more than 30 days without Ford Credit's written consent; (d) outside the United States, except for less than 30 days in Canada or (e) as a private or public carrier. You will keep the lease and Vehicle free of all liens and encumbrances. You will not assign or sublease any interest in the Vehicle or lease without Ford Credit's written consent.</p> <p><b>18. VEHICLE MAINTENANCE AND OPERATING COSTS</b> Proper Vehicle maintenance is your responsibility. You must maintain and service the Vehicle at your own expense, using materials that meet the manufacturer's specifications. This includes following the owner's manual and maintenance schedule, documenting maintenance performed, and making all needed repairs. You are also responsible for all operating costs such as gas and oil. Lessor will provide the service(s), if any, identified in the Lessor Services section under the terms of a separate agreement. The manufacturer will invalidate warranty coverage on parts affected by a failure to maintain the Vehicle as required by the manufacturer. (See Lessor Services on the front of lease)</p> <p><b>19. DAMAGE REPAIR</b> You are responsible for repairs of All Damage which are not a result of normal wear and use. These repairs include, but are not limited to, those necessary to return the Vehicle to its pre-accident condition, including repairs to Exterior Sheet Metal and Plastic Components, and to Vehicle Safety Systems, including air bag, seat belt and bumper system components. Replacement of Sheet Metal must be made with Original Equipment Manufacturer Sheet Metal. All other repairs must be made with Original Equipment Manufacturer parts or those of equal quality. Discuss this requirement with your insurance company prior to signing a collision repair estimate or before authorizing any collision repair work.</p> <p>If you have not had the repairs made before the Vehicle is returned at the scheduled end of this lease, you will pay the estimated costs of such repairs, even if the repairs are not made prior to Holder's sale of the Vehicle.</p>	<p><b>20. VEHICLE INSURANCE</b> You must insure the Vehicle during this lease. The insurance must be acceptable to Ford Credit and protect You and Holder (a) comprehensively, fire and theft insurance with a maximum deductible amount of \$1,000; and (b) collision and upset insurance with a maximum deductible of \$1,000; and (c) automobile liability insurance with minimum limits for bodily injury or death of \$30,000 for any one person and \$60,000 for any one accident, and \$10,000 for property damage; if the state in which you register the Vehicle establishes or changes the minimum automobile liability insurance limits greater than those listed above for bodily injury or death and property damage insurance, you must insure the Vehicle and the Holder at the higher minimum limits established by the state. These amounts may not be sufficient to cover all Your liabilities. You may wish to consult your insurance advisor about obtaining additional coverage. You will list the loss payee and additional insured as requested by Lessor. You must give Ford Credit evidence of the insurance.</p> <p>You authorize Ford Credit, on Your behalf, to receive and endorse checks or drafts, and settle or release any claim under the insurance related to Holder's ownership of the Vehicle. You also assign to Holder any other insurance proceeds related to this lease or Holder's interest in the Vehicle.</p> <p>If You or Ford Credit obtain a refund for amounts paid to third parties for insurance, service contracts, or any other amount paid to a third party included in the Gross Capitalized Cost of this lease, You must pay to the Holder the entire amount of the refund and You authorize the Holder to subtract the refund from the amount You owe under this lease.</p> <p><b>LESSOR IS NOT PROVIDING VEHICLE INSURANCE OR LIABILITY INSURANCE</b></p> <p>If You re-register the Vehicle in, or change the garage location of the Vehicle, to a state where Ford Credit has established minimum automobile liability insurance limits greater than those listed above for bodily injury or death and property damage insurance, You must insure the Vehicle and the Holder at the higher minimum limits established by Ford Credit.</p>
<b>ENDING YOUR LEASE</b>	
<p><b>21. TERMINATION</b> This lease will terminate (end) upon (a) the end of the term of this lease; (b) the return of the Vehicle to Lessor; and (c) the payment by You of all amounts owed under this lease. Ford Credit may cancel this lease if You default.</p> <p><b>22. RETURN OF VEHICLE</b> If You do not buy the Vehicle, at lease end You must return it to Lessor unless Ford Credit specifies another place. If You fail to return the Vehicle, You must continue to pay the monthly payments plus other damages to Ford Credit, including amounts payable under default. Payment of these amounts will not allow You to keep the Vehicle.</p> <p><b>23. STANDARDS FOR EXCESS WEAR AND USE</b> You are responsible for all repairs to the Vehicle that are not the result of normal wear and use. These repairs include, but are not limited to those necessary to repair or replace: (a) Tires which are unmatched, unsafe or have less than 1/8 inch of remaining tread in any place; (b) Electrical or Mechanical defects or malfunctions; (c) Glass, Paint, Body Panels, Trim and Grill Work that are broken, mismatched, chipped, scratched, pitted, cracked, or if applicable, dented or rusted; (d) Interior rips, stains, burns or worn areas; and (e) All Damage which would be covered by collision or comprehensive insurance whether or not such insurance is actually in force. Replacement of Sheet Metal must be made with Original Equipment Manufacturer Sheet Metal. All other repairs must be made with Original Equipment Manufacturer parts or those of equal quality. Your use or repair of the vehicle must not invalidate any warranty.</p> <p>If You have not had the repairs made before the Vehicle is returned at the scheduled end of the lease, You will pay the estimated costs of such repairs, even if the repairs are not made prior to Holder's sale of the Vehicle.</p> <p><b>24. ODOMETER STATEMENT</b> Federal law requires You to complete a statement of the Vehicle's mileage at the end of this lease.</p>	<p><b>25. VOLUNTARY EARLY TERMINATION AND RETURN THE VEHICLE</b> You may terminate this lease early, if you are not in default, by returning the Vehicle to Lessor and paying the following: (a) an early termination fee of \$200, plus (b) the difference, if any, between the Unpaid Adjusted Capitalized Cost and the Vehicle's Fair Market Wholesale Value, plus (c) all other amounts then due under this lease. You will never pay more than the sum of the remaining unpaid lease payments, plus any excess wear and use and mileage charges, and all other amounts then due under this lease.</p> <p><b>VOLUNTARY EARLY TERMINATION AND PURCHASE THE VEHICLE</b></p> <p>You may purchase the Vehicle from Lessor at any time for the sum of the remaining payments, less any unearned Rent Charges, plus the purchase option price and all other amounts then due under this lease.</p> <p>Unpaid Adjusted Capitalized Cost is reduced on each payment due date. It is calculated by reducing the Adjusted Capitalized Cost each month by the difference between the Base Monthly Payment and the part of the Rent Charges earned in that month on an actuarial basis. Rent charges are earned when due. Lessor or Ford Credit will provide you with a written explanation of the actuarial method upon your request.</p> <p>Fair Market Wholesale Value, at Your option, will be (a) an amount agreed to by You and the Lessor, or (b) the value which could be realized at the wholesale sale of the Vehicle, as determined by a professional appraisal obtained by You at Your expense within 10 days from termination from an independent third party agreeable to Ford Credit, or (c) if not established by agreement or appraisal, the net amount received by Ford Credit upon the sale of the Vehicle at wholesale.</p> <p>Please contact Ford Credit at 1-800-727-7000 or <a href="http://www.fordcredit.com">www.fordcredit.com</a> if You have any questions regarding terminating Your Red Carpet Lease.</p>
<b>DEFAULT AND LOSS OF VEHICLE</b>	
<p><b>26. DEFAULT</b> You will be in default if (a) You fail to make any payment when due, or (b) a bankruptcy petition is filed by or against You, or (c) any governmental authority seizes the Vehicle and does not promptly and unconditionally release the Vehicle to You, or (d) You have provided false or misleading material information when applying for this lease, or (e) You fail to keep any other agreement in this lease.</p> <p>If You are in default, Ford Credit may cancel this lease, take back the Vehicle and sell it at a public or private sale. You also give Ford Credit the right to go on Your property to peacefully retake the Vehicle. Even if Ford Credit retakes the Vehicle, You must still pay at once: (a) the difference, if any, between the Unpaid Adjusted Capitalized Cost and the value which could be realized at the sale of the Vehicle, plus (b) all other amounts then due under this lease. The value which could be realized at the sale of the Vehicle at Your option will be: (a) the net amount received by Ford Credit upon the sale of the Vehicle at wholesale, or (b) as determined by a professional appraisal obtained by You at Your expense within 10 days from</p>	<p>default, from an independent third party agreeable to Ford Credit. You must also pay all expenses, including reasonable attorneys fees, payable by Ford Credit to obtain, hold and sell the Vehicle, collect amounts due and enforce Holder's rights under the lease. You authorize Ford Credit to cancel your insurance and apply any proceeds to Your obligation.</p> <p><b>27. LOSS OR DESTRUCTION OF VEHICLE</b> If the Vehicle is stolen or destroyed, You will pay to Ford Credit: (a) the Unpaid Adjusted Capitalized Cost, plus (b) all other amounts then due under this lease, minus (c) any insurance proceeds received by Ford Credit. <i>See Waiver.</i> If You had in effect the insurance required under this lease and Ford Credit receives the full proceeds, You will pay to Ford Credit: (a) any past due monthly lease payments, plus (b) the amount of the applicable insurance deductible, plus (c) all other amounts then due under this lease. Even if the Vehicle is insured, until Ford Credit receives the appropriate amount above, You are responsible for the scheduled monthly payments.</p>
<b>ADDITIONAL INFORMATION</b>	
<p><b>28. ASSIGNMENT AND ADMINISTRATION</b> When You and Lessor sign this lease, Lessor will assign it to Holder. Ford Credit or a substitute will administer this lease. You must then pay all amounts due under this lease to Ford Credit.</p> <p>If Ford Credit is not the Holder of this lease, Holder has appointed Ford Credit as its agent. As agent for Holder, Ford Credit has the power to act on Holder's behalf to administer, enforce, and defend the lease. If Lessor has agreed to repair or maintain the Vehicle, obtain any insurance or perform any other service, You will look only to the Lessor for these services.</p> <p><b>29. TAXES</b> You will promptly pay all fees, charges, and taxes relating to the lease or Vehicle (except for Lessor's or Holder's income taxes). You will pay these amounts even if they are assessed after lease end.</p> <p><b>30. TITLING</b> The Vehicle will be titled in the name of Holder. You will register the Vehicle as directed by Ford Credit. You will pay all license, title and registration costs.</p> <p><b>31. LIFE INSURANCE</b> If Ford Credit receives the benefits paid under any life insurance described on the reverse side, this lease will continue if there is a Co-Lessee. Any Co-Lessee will pay when due all amounts not paid by</p>	<p>the insurance, if there is no Co-Lessee, Ford Credit will accept a reasonable replacement designated by Your estate who agrees in writing to perform Your obligations not covered by the insurance.</p> <p><b>32. INDEMNITY</b> You will indemnify and hold harmless Lessor, Ford Credit and Holder and their assigns from any loss or damage to the Vehicle and its contents and from all claims, losses, injuries, expenses and costs related to the use, maintenance, or condition of the Vehicle. You will promptly pay all fines and tickets imposed on the Vehicle or its driver. If You do not pay, You will reimburse Ford Credit and pay a \$20 administration fee, unless prohibited by law, for every such fine, ticket, or penalty that must be paid on Your behalf.</p> <p><b>33. SECURITY DEPOSIT</b> Your security deposit may be used by Ford Credit to pay all amounts that You fail to pay under this Lease. You will not receive any interest, profits or other earnings on Your security deposit(s).</p> <p><b>34. GENERAL</b> Except as otherwise provided by the law of the state where You reside, the law that will apply to this lease is the law of the state where the Lessor's place of business is, as set forth on the front of the lease. If that law does not allow any of the agreements in this lease, the ones that are not allowed will be void. The rest of this lease will still be good.</p>

Trade-In	BODY TYPE	Model No.	Loan	Retail	Trade-In	BODY TYPE	Model No.	Loan	Retail
<b>2002 EXCURSION-3/4 Ton-V10 MC: IV</b>									
19525	Utility XLT	U40	17575	22650	275	Add Rear Air Cond*		275	325
23250	Utility XLT T-Diesel	U40F	20925	26625	175	Add Rear Bucket Seats*		175	200
21825	Utility Limited	U42	19650	25100	75	Add Theft Recovery System		75	100
25550	Utility Limited T-Diesel	U42F	23000	29050	725	Deduct V6 Eng		725	725
21525	Utility XLT (4WD)	U41	19375	24775	675	Deduct W/out Air Cond		675	675
25250	Utility XLT TD (4WD)	U41F	22725	28750	200	Deduct W/out Cruise		200	200
23825	Utility Limited (4WD)	U43	21450	27225	150	Deduct W/out Pwr Locks		150	150
27550	Utility Limited TD (4WD)	U43F	24800	31300	200	Deduct W/out Pwr Wind		200	200
175	Add Rear Bucket Seats		175	200	<b>2002 RANGER-1/2 Ton-V6 MC: II</b>				
450	Add Rear Entertainment Sys		450	500	7325	Styleside	R10*	6600	9325
75	Add Theft Recovery System		75	100	7425	Styleside LB	R10	6700	9450
575	Deduct 5.4L V8 Eng (V10)		575	575	7700	Flareside	R10*	6950	9750
500	Deduct W/out Leather		500	500	9375	Style Supercab 2D	R14*	8450	11575
225	Deduct W/out Pwr Seat		225	225	9975	Style Supercab 4D	R44*	9000	12225
<b>2002 WINDSTAR-V6 MC: II</b>									
7675	Cargo Van	A54	6925	9725	9750	Flare Supercab 2D	R14*	8775	11975
9675	Wagon 3D LX	A50	8725	11900	10350	Flare Supercab 4D	R44*	9325	12625
10975	Wagon 4D LX	A51	9900	13300	700	Add Edge Trim (Std. Tremor)		700	800
13075	Wagon SE	A52	11775	15650	900	Add FX4 Off-Road Pkg		900	1000
15975	Wagon SEL	A53	14400	18725	550	Add XLT Trim		550	625
16975	Wagon Limited	A58	15300	19800	925	Add Tremor Pkg		925	1050
600	Add 2-Pwr Sliding Doors (Std. SEL Ltd.)		600	675	2750	Add 4 Wheel Drive		2750	2975
250	Add AA Wheels (4D LX)		250	300	75	Add Alum/Alloy Wheels		250	300
75	Add CD (Van. LX)		75	100	175	Add CD Player		175	100
450	Add Left Sliding Door (3D LX)		450	500	125	Add Cruise Control		175	200
175	Add Pwr Seat (4D LX)		175	200	125	Add Power Door Locks		125	150
275	Add Rear Air (4D LX)		275	325	175	Add Power Windows		175	200
175	Add Rear Bucket Seats (4D LX)		175	200	75	Add Theft Recovery System		75	100
450	Add Rear Entertainment Sys		450	500	125	Add Tilt Wheel		125	150
75	Add Theft Recovery System		75	100	675	Deduct 4 Cyl. Eng		675	675
175	Deduct W/out Cruise		175	175	625	Deduct W/out Air Cond		625	625
125	Deduct W/out Tilt		125	125	525	Deduct W/out AT		525	525
<b>2002 F150-1/2 Ton-V8 MC: III</b>									
11225	E150 Cargo	E14	10125	13625	9525	Style XL "WS" 6 3/4	F17*	8575	11725
13325	E150 Wagon	E11	12000	15900	9625	Style XL "WS" 8	F17*	8675	11850
16425	E150 Wgn Traveler	E11	14800	19200	10975	Styleside XL 6 3/4	F17*	9900	13300
11725	E250 Cargo	E24	10575	14150	11075	Styleside XL 8	F17*	9975	13475
12475	E250 Ext. Cargo	S24	11250	15000	11625	Flareside XL 6 3/4	F07*	10475	14050
14325	E350 Wagon	E34	11025	14725	22375	Lightning 6 3/4	F073	20150	25700
12975	E350 Ext. Cargo	E31	12900	16975	13425	S-Cab XL "WS" 6 3/4	X17*	12100	16025
15075	E350 Ext. Wagon	S34	11700	15525	13525	S-Cab XL "WS" 8	X17*	12175	16125
18175	E350 Wgn Traveler	S31	13575	17775	14875	Supercab XL 6 3/4	X17*	13400	17550
800	Add Chateau (Ex. Traveler)		800	900	14975	Supercab XL 8	X17*	13500	17675
650	Add XLT (Ex. Traveler)		650	725	15525	Flare Super XL 6 3/4	X07*	13975	18250
575	Add 6.8L V10 Eng		575	650	17200	S-Cab King Ranch 6 3/4	X17*	15500	20175
3775	Add 7.3L T-Diesel Eng		3775	4000	<b>2002 F150 SUPERCREW-1/2 Ton-V8 MC: III</b>				
300	Add Alum/Alloy Wheels*		300	350	18025	XLT S 1/2	W07*	16225	21050
125	Add CD Player		125	150	19350	Lariat S 1/2	W07*	17425	22450
200	Add Power Seat		200	225	19550	King Ranch S 1/2	W07*	17600	22675
<b>2002 F250 SUPER DUTY-3/4 Ton-V8 MC: III</b>									
14825	Styleside XL 8	F20*	13350	17500	25825	Harley S 1/2	W073	23250	29350
17925	Supercab XL 6 3/4	X20*	16150	20950	<b>2001 ESCAPE-V6 MC: II</b>				
18025	Supercab XL 8	X20*	16225	21050	10100	Utility 4D XLS	U01	9100	12350

TRUCKS

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

Trade-In	BODY TYPE	Model No.	Loan	Retail	Trade-In	BODY TYPE	Model No.	Loan	Retail
19825	Crew Cab XL 6 3/4	W20*	17850	22950	15250	Utility 4D (4WD)	U77	13725	17950
19925	Crew Cab XL 8	W20*	17950	23075	<b>2001 EXPLORER-V6 MC: II</b>				
<b>2002 F350 SUPER DUTY-1 Ton-V8 MC: III</b>									
15675	Styleside XL 8	F30*	14125	18400	9225	Wagon 2D Sport	U60	8325	11400
18775	Supercab XL 6 3/4	X30*	16900	21850	9775	Wagon 4D XLS	U62	8800	12000
18875	Supercab XL 8	X30*	17000	21950	11175	Wagon 4D XLT	U63	10075	13575
20675	Crew Cab XL 6 3/4	W30*	18625	23875	13425	Wagon 4D Eddie Bauer	U64	12100	16025
20775	Crew Cab XL 8	W30*	18700	23975	13575	Wagon 4D Limited	U65	12225	16175
<b>F SERIES PICKUP OPTIONS</b>									
225	Add FX4 Off-Road Pkg.		225	250	10825	Wagon 2D Sport (4WD)	U70	9750	13125
1350	Add Lariat Trim (XL)		1350	1500	11375	Wagon 4D XLS (4WD)	U72	10250	13800
675	Add XLT Trim (XL)		675	750	12775	XLT (4WD/AWD)	U73/83	11500	15325
2700	Add 4 Wheel Drive		2700	2925	15025	E Bauer (4WD/AWD)	U74/84	13525	17725
575	Add 6.8L V10 Eng		575	650	15175	Limited (4WD/AWD)	U75/85	13675	17875
4100	Add 7.3L T-Diesel Eng		4100	4325	<b>EXPLORER SPORT TRAC/EXPLORER OPTIONS</b>				
850	Add 7700 Payload Pkg (F150)		850	950	350	Add 5.0L V8 Engine		350	400
300	Add Alum/Alloy Wheels (Std. S-Crew, Lightning, King Ranch)		300	350	75	Add CD Player (XLS)		75	100
125	Add Compact Disc Player (Std. S-Crew, Lightning, King Ranch)		125	150	350	Add Leather Seats*		350	400
675	Add Dual Rear Whls		675	750	175	Add MACH/Pioneer		175	200
450	Add Leather Seats*		450	500	150	Add Power Seat (Std. XLT, E. Bauer, Ltd.)		150	175
200	Add Power Seat		200	225	500	Add Power Sunroof		500	575
600	Add Power Sunroof		600	675	50	Add Theft Recovery System		50	75
175	Add Rear Bucket Seats (K-Ranch/S-Crew, SuperDuty)		175	200	475	Deduct W/out AT		475	475
450	Add Rear Entertainment Sys		450	500	150	Deduct W/out Cruise		150	150
75	Add Theft Recovery System		75	100	100	Deduct W/out Tilt		100	100
725	Deduct V6 Eng		725	725	<b>2001 EXPEDITION-1/2 Ton-V8 MC: IV</b>				
675	Deduct W/out Air Cond		675	675	15750	Utility XLT	U15	14175	18500
575	Deduct W/out AT		575	575	18150	Eddie Bauer	U17	16350	21175
200	Deduct W/out Cruise		200	200	17650	Utility XLT (4WD)	U16	15900	20650
150	Deduct W/out Tilt		150	150	20050	Eddie Bauer (4WD)	U18	18050	23200
<b>FORD</b>									
<b>2001 ESCAPE-V6 MC: II</b>									
11500	Utility 4D XLT	U03	10350	13925	125	Add CD (Std. Eddie Bauer)		125	150
11700	Utility 4D XLS (4WD)	U02	10550	14125	450	Add Leather Seats (Std. Eddie Bauer)		450	500
13100	Utility 4D XLT (4WD)	U04	11800	15675	600	Add Power Sunroof		600	675
200	Add AA Wheels (XLS)		200	225	150	Add Rear Bucket Seats		150	175
350	Add Leather Seats		350	400	375	Add Rear Entertainment Sys		375	425
175	Add MACH Stereo Sys		175	200	50	Add Theft Recovery System		50	75
150	Add Power Seat		150	175	250	Deduct 4.6L V8 Eng		250	250
500	Add Power Sunroof		500	575	250	Deduct W/out 3rd Row Seat		250	250
50	Add Theft Recovery System		50	75	250	Deduct W/out Rear Air		250	250
625	Deduct 4 Cyl. Eng		625	625	<b>2001 EXCURSION-3/4 Ton-V10 MC: IV</b>				
475	Deduct W/out AT		475	475	16800	Utility XLT	U40	15125	19600
150	Deduct W/out Cruise		150	150	20300	Utility XLT T-Diesel	U40F	18275	23475
<b>2001 EXPLORER SPORT TRAC-V6 MC: II</b>									
13650	Utility 4D	U67	12300	16250	18850	Utility Limited	U42	16975	21925
450	Deduct W/out Leather		450	525	22350	Utility Limited T-Diesel	U42F	20125	25675
200	Deduct W/out Pwr Seat		200	200	18700	Utility XLT (4WD)	U41	16850	21775
<b>SEE TRUCK OPTION PAGE FOR ADDITIONAL OPTIONS MIDWEST EDITION - AUGUST 2004</b>									

# EXHIBIT C

04-03530-0

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA

In Re:  
Jeffrey A Bauer,  
Debtor,

Case No. 03-38486  
Chapter 13 Case

VERIFICATION FOR MOTION FOR RELIEF FROM STAY

I, Vera Shea, 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) 31144032.
2. The Debtor leases a 2002 Ford Ranger XLT 4WD Supercab from the Creditor. The monthly lease payment is \$367.96. As of August 25, 2004, the lease payments are delinquent \$1,090.75 for payments owing since May 22, 2004, including late charges.
3. Debtor's plan provides for direct payments to Creditor.
4. The Creditor owns the leased vehicle. The current NADA published retail value for the leased vehicle is \$15,600.00. The Debtor is believed to be in possession of the vehicle.
5. True and correct copies of the title documents are attached to the Motion as Exhibit "A". True and correct copies of the lease documents are attached as Exhibit "B".

Dated: 8-30-04

V Shea

Vera Shea  
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:  
Jeffrey A Bauer,  
Debtor,

Case No. 03-38486  
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**

Debtor's Chapter 13 Plan has been filed with the Court. The plan provides for Debtors to pay Movant directly on the post-petition lease payments.

Debtor is in possession of the vehicle subject to a lease agreement dated 6/22/02, and such agreement is a true lease, and not a retail installment contract, as defined by Minn. Stat. §336.2A - 103(j) and §168.66. Movant is the registered owner of the vehicle as reflected by the Certificate of Title. According to the terms of the lease, Debtor is to make monthly payments of \$367.96 for use of the vehicle. Debtor must also pay for any excess mileage and excess wear and tear at termination of the lease. Debtor has the option to purchase the vehicle at the end of the lease agreement by paying the purchase option price in cash.

Debtor is delinquent on lease payments due since May 22, 2004. The NADA retail value of the vehicle is \$15,600.00. NADA pages for this vehicle value are attached as Exhibit "C".

Movant's interest is subject to depreciation in that the vehicle is being used, subjecting it to wear and depreciation, while Debtor is failing to make payments.

**ARGUMENT**

Pursuant to §362(d)(1) of the Bankruptcy Code, relief from the automatic stay shall be granted upon request of a creditor "for cause, including the lack of adequate protection of an interest in property

of such creditor." 11 U.S.C. §362(d)(1).

Debtor has failed to make the Lease payments to Movant and has failed to provide adequate protection of Movant's interest in the vehicle or adequate assurance of future performance under the Lease. Such circumstances constitute cause, within the meaning of §362(d)(1), entitling Movant to relief from stay. In re Reinbold v. Dewey County Bank, 942 F.2d 1304, 1306 (8th Cir. 1991).

11 U.S.C. §363(e) permits the court to condition any use of leased property on providing adequate protection to the lessor and, if such adequate protection is provided, then lessor is excluded for seeking relief from the stay under §362. However, the Debtor has not provided Movant with any adequate protection and the court has not established any prohibition or condition on the continued use of the leased property which would exclude Movant from seeking relief under § 362.

If a lessor is economically disadvantaged by a Debtor retaining leased property without making payments, the lessor can move for relief from the automatic stay under §362(d). In re Intran Corp., 62 B.R. 435, 436 (Bkrcty. D.Minn. 1986). Adequate protection is the "safeguard" to protect a lessor and moving for relief from the automatic stay or seeking adequate protection is the proper method by which a lessor may force the debtor to either surrender the leased property or make payments equal to the lessor's interest in the property. Id. at 436.

Pursuant to §362(d)(2) of the Bankruptcy Code, relief from the stay is also appropriate where Debtor has no equity in the vehicle and the vehicle is not necessary to an effective reorganization. 11 U.S.C. §362(d)(2). See, In re Gellert, 55 B.R. 970 (Bkrcty.D.N.H. 1983). Debtor is merely the lessee of the vehicle and has no ownership interest in it. Debtor has no equity in the vehicle. No evidentiary hearing is required on the issue of equity unless the debtor disputes it. Powers v. American Honda Finance Corp., 216 B.R. 95, 97 (N.D.N.Y. 1997).

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: August 31, 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:  
Jeffrey A Bauer,  
Debtor,

Case No. 03-38486  
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 September 1, 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.

Jeffrey A Bauer  
1166 Carlton Drive  
Arden Hills, MN 55112

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

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: September 1, 2004

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

04-03530-0

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA

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In Re:  
Jeffrey A Bauer,  
Debtor,

Case No. 03-38486  
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 September 20, 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 terminate the Lease, and to repossess and sell the  
2002 Ford Ranger XLT 4WD Supercab, VIN 1FTZR45EX2PB52631  
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