

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In re:

Chapter 13
Case No. 04-31122 GFK

Daniel L. Tilly and
Michelle S. Aase,

Debtors.

NOTICE OF HEARING AND
MOTION FOR RELIEF FROM STAY

1. GreenPoint Credit LLC ("Movant"), a secured creditor of the Debtors herein, by its undersigned attorney, moves the Court for the relief requested below, and gives notice of hearing herewith.

2. The Court will hold a hearing on this motion at 10:30 o'clock a.m., on November 8, 2004, before the Honorable Gregory F. Kishel, in 228-B Courthouse, 316 N. Robert Street, St. Paul, Minnesota, or as soon thereafter as counsel may be heard.

3. Any response to this motion must be filed and delivered not later than November 3, 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 27, 2004, which is seven days before the date 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 motion is filed pursuant to Bankruptcy Rule 4001 and Local Rules 9013-2 and 4001-1 and Movant requests relief from the automatic stay imposed by the United States

Bankruptcy Code with respect to certain personal property subject to Movant's valid security interest.

5. This case was filed as a voluntary case under Chapter 13 of the United States Bankruptcy Code, and the case is now pending in this Court. This Court has jurisdiction over this motion pursuant to 28 U.S.C. §§ 1334 and 157(a), Local Rule 1070-1, Fed. R. Bankr. P. 5005 and applicable rules. This is a core proceeding.

6. Movant holds a valid, perfected security interest in a 1987 Friendship Homes "N. Classic" manufactured home, S/N MY874456V (the "Vehicle").

7. Copies of Movant's Installment Sale Contract (the "Contract") and Confirmation of Lien Perfection, respectively evidencing creation and perfection of Movant's security interest, are attached hereto as Exhibits A and B and incorporated herein by reference.

8. The terms of the Chapter 13 Plan requires payments directly to Movant for installments coming due after the filing date. On information and belief, a delinquency of at least \$556.06 exists, plus late charges, accruing interest, fees and costs, and has not been paid as of the date of this motion. The Chapter 13 Plan failed to provide Movant with adequate protection of its secured interest.

9. The balance due under the Contract is \$20,392.32 as of the date hereof. On information and belief, the fair market value of the Vehicle is approximately \$12,098.00.

10. Movant's security is depreciating in that Vehicle is being utilized, subjecting the same to wear, without payments as required by the Plan.

11. Movant does not have, and has not been offered, adequate protection of its interest in the Vehicle under the Chapter 13 Plan. Further, the failure to make the payments

required by the Plan constitutes cause, within the meaning of 11 U.S.C. § 362(d)(1), entitling Movant to relief from the automatic stay.

12. If testimony is necessary as to any facts relevant to this motion, Stephanie Spurlock of Movant, 1100 Circle 75 Parkway, Suite 1000, Atlanta, Ga 30339, will testify on behalf of Movant.

WHEREFORE, Movant, respectfully moves the Court for an order modifying the automatic stay imposed by the United States Bankruptcy Code and authorizing Movant to foreclose its security interest in the Vehicle and for such other relief as may be just and equitable.

Date: October 21, 2004.

FOLEY & MANSFIELD, P.L.L.P.

By /s/ Ruth E. Honkanen
Thomas J. Lallier (#163041)
Ruth E. Honkanen (#175924)
Attorneys for Movant
250 Marquette Avenue, Suite 1200
Minneapolis, MN 55401
(612) 338-8788

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In re:

Chapter 13
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Debtors.

MEMORANDUM IN SUPPORT
OF MOTION

GreenPoint Credit LLC ("Movant") submits this memorandum of law in support of its motion for relief from the stay in the above-entitled matter.

FACTS

Movant holds a perfected security interest in a 1987 Friendship Homes "N. Classic" manufactured home, S/N MY874456V. The Chapter 13 Plan requires monthly payments to service the secured debt of Movant. Presently, there is a delinquency. The vehicle subject to Movant's security interest is depreciating with use.

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). Here, the payments have not been made as required by the Chapter 13 Plan.

Movant does not have, and has not been offered, adequate protection of its interest in the vehicle. The Plan fails to provide Movant with the indubitable equivalent of its claim. Such circumstances constitute cause, within the meaning of Section 362(d)(1), entitling Movant

to relief from the stay. See Reinbold v. Dewey County Bank, 942 F.2d 1304, 1306-07 (8th Cir. 1991) (debtor's failure to comply with plan supports bankruptcy court's decision to grant relief from the automatic stay for cause); In re Wieseler, 934 F.2d 965, 967 (8th Cir. 1991) (debtor's failure to comply with stipulation provided cause for dissolving automatic stay). See also First Federal Savings and Loan Ass'n. of Minneapolis vs. Whitebread (In re Whitebread), 18 B.R. 192 (Bankr. D. Minn. 1982); In re Quinlan, 12 B.R. 516 (Bankr. W.D. Wis. 1981); In re Caulk, 9 B.R. 242 (Bankr. E.D. Penn. 1981).

CONCLUSION

For all the reasons set forth herein, Movant is entitled to an order terminating the automatic stay and authorizing it to take possession of and foreclose its security interest in the Vehicle.

Dated: October 21, 2004.

Respectfully submitted,

FOLEY & MANSFIELD, P.L.L.P.

By /s/ Ruth E. Honkanen
Thomas J. Lallier (#163041)
Ruth E. Honkanen (#175924)
Attorneys for Movant
250 Marquette Avenue, Suite 1200
Minneapolis, MN 55401
(612) 338-8788

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In re:

Chapter 13
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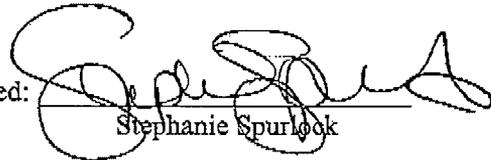
Debtors.

VERIFICATION

I, Stephanie Spurlock, for GreenPoint Credit LLC, declare, under penalty of perjury,
that the foregoing is true and correct to the best of my knowledge, information and belief.

Executed on: 10/21/04

Signed:


Stephanie Spurlock

MINNESOTA

**RETAIL INSTALLMENT CONTRACT, SECURITY AGREEMENT,
WAIVER OF TRIAL BY JURY AND AGREEMENT TO
ARBITRATION OR REFERENCE OR TRIAL BY JUDGE ALONE**
(Contract)

MH FIXED RATE CONTR



LOAN PLAN: P01 091900
OFFICE NUMBER: 79072
LOAN SOURCE NO.: 731024
ACCT. NO.: 72312002
FUNDING CODE:

BUYER(S): NAME: MICHELLE S. AASE

NAME:

NAME:

NAME:

BUYER'S ADDRESS: 306 2ND ST.

CITY: CLAREMONT

COUNTY: WRIGHT

PHONE: (612) 232-4873

STATE: MN

ZIP: 55922

PROPOSED LOCATION OF MANUFACTURED HOME: 2378 US HWY 12 SW

S. SEC. #(S): 471-90-0865

LOT 33, MONTROSE, MN 55363-0000

"I," "me," "myself" or "my" mean all persons who sign this Contract as buyer or co-buyer, jointly and severally, and "you" mean the Seller and any assignee. This Contract will be submitted to the Creditor indicated below, at a local office and approved, it will be assigned to that Creditor. On the date of this Contract, I buy from you on a credit sale basis the manufactured home described on page 2, together with furnishings, equipment, appliances and accessories included in the manufactured home at the time of purchase (called "Manufactured Home").

CREDITOR: GREENPOINT CREDIT, LLC

PROMISE TO PAY: I promise to pay you at such address as you may direct the Unpaid Balance shown on page 2 of Contract (Item 5) with interest at the rate of:

year until the debt is fully paid. I will pay this amount in installments as shown in the payment schedule until the Unpaid Balance is fully paid. If, on 09/22/15, I still owe any amount under this Contract, I will pay such amount in full on that date, with interest at the rate of 17.75% above, the interest rate is the Annual Percentage Rate shown below. If no interest rate is disclosed, the interest rate is the Annual Percentage Rate shown below.

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate: <u>17.85 %</u>	FINANCE CHARGE The dollar amount the credit will cost me: <u>\$ 41,358.60</u>	Amount Financed The amount of credit provided to me or on my behalf: <u>\$ 22,005.00</u>	Total of Payments The amount I will have paid after I have made all payments as scheduled: <u>\$ 63,363.60</u>	Total Sale Price The total cost of my purchase on credit including my down payment of: <u>\$ 2,500.00</u> <u>\$ 65,863.60</u>
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See Contract terms for additional information about nonpayment, default, required repayment in full before the scheduled date, and prepayment refunds and penalties.

Prepayment: If I pay off early, I will not have to pay a penalty, but I will not be entitled to a refund of the Prepaid Finance Charge, if any.

Number of Payments <u>180</u>	Amount of Payments <u>\$ 352.02</u>	Monthly, beginning <u>OCTOBER 22</u>
Number of Payments <u>180</u>	Amount of Payments <u>\$.00</u>	Monthly, beginning <u>19</u>
Number of Payments <u>180</u>	Amount of Payments <u>\$.00</u>	Monthly, beginning <u>19</u>
Number of Payments <u>180</u>	Amount of Payments <u>\$.00</u>	Monthly, beginning <u>19</u>

Security: I give you a security interest in the goods or property being purchased.

Late Charge: If a payment is more than 15 days late, I will be charged 5 % of the unpaid amount of such payment, not to exceed \$ 5.00.

Assumption: Someone buying my Manufactured Home may not assume the remainder of the Contract on the original terms without your prior written consent.

Estimates: All numerical disclosures except the late payment disclosures are estimates.



091900
Description of Manufactured Home: TRADE NAME: FRIENDSHIP HOMES MODEL: N. CLASSIC
YEAR: 1987 NEW: _____ USED: X LENGTH: 70 ft. WIDTH: 14
SERIAL NUMBERS: MY874456V
[REDACTED] [REDACTED] [REDACTED] [REDACTED]
ADDITIONAL ACCESSORIES AND FURNISHINGS: _____

ITEMIZATION OF AMOUNT FINANCED

1. Cash Price (including Sales Tax of \$.00): \$ 23,340.00
2. a. Cash Down Payment \$ 2,500.00
b. Trade-In (Year, Make, Model):
Length _____ Width _____
Gross Value \$ _____ Liens \$ _____ (Seller to pay off)
Net Trade-In Value \$.00
Total Down Payment \$ 2,500.00
3. Unpaid Balance of Cash Price (1 minus 2) \$ 20,840.00
4. Amounts paid to others on my behalf:*
a. To Insurance Companies:
(1) Property Insurance \$ 1,152.00
(2) Credit Life Insurance \$.00
b. To Public Officials:
(1) Certificate of Title \$ 13.00
(2) _____ \$.00
c. To Creditor:
For: _____ \$.00
d. To: _____
For: _____ \$.00
e. To: _____
For: _____ \$.00
f. To: _____
For: _____ \$.00
g. To: _____
For: _____ \$ _____
h. To: GREENPOINT CREDIT, LLC
For: FLOOD FEE \$ 100.00
Total (a + b + c + d + e + f + g + h) \$ 1,265.00
5. Unpaid Balance (3 plus 4) \$ 22,105.00
6. Prepaid Finance Charge \$ 100.00
7. Amount Financed (5 minus 6) \$ 22,005.00
*I understand and agree that a portion of certain of these amounts may be retained by you or your affiliate.

INSURANCE

PROPERTY INSURANCE: Property Insurance on this Manufactured Home is required for the term of this Contract. I have the right to choose the person through whom it is obtained. By marking the appropriate box below, I elect to buy the coverage indicated from you for the term and premium shown, and I want it financed on this Contract.

Type of Insurance	Term	Premium
<input checked="" type="checkbox"/> Physical Damage Coverage	<u>36MOS</u>	\$ <u>1,152.00</u>
	<u>0MOS</u>	\$ <u>.00</u>

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED UNLESS INDICATED IN THE PROPERTY INSURANCE SECTION ABOVE.

CREDIT LIFE INSURANCE: Credit Life Insurance not required for this Contract or a factor in its approval. If I elect Credit Life Insurance, the name(s) of the proposed insured(s) are:
Proposed Insured _____
Proposed Insured _____
(On / spouse can be insured jointly.)

This insurance may not pay off all of my debt, and the exact amount of coverage is shown on my policy certificate. My signature indicates my election to obtain Credit Life Insurance coverage for the term at premium shown:

Type of Coverage	Term	Premium
<input type="checkbox"/> Single	_____	\$ _____
<input type="checkbox"/> Joint	_____	\$ _____

(signature) Date _____

(signature) Date _____
(If joint coverage is desired, both proposed insureds must sign)

ADDITIONAL TERMS AND CONDITIONS

SECURITY INTEREST: I grant you a security interest under the Uniform Commercial Code in (1) the Manufactured Home and all goods that are or may hereafter by operation of law become accessions to it, (2) all appliances, machinery, equipment and other goods furnished with the Manufactured Home (whether or not installed or affixed to it) including but not limited to the items listed as "Additional Accessories and Furnishings" on page 1 of this Contract, (3) any refunds of unearned insurance premiums going, and (5) all proceeds of such Manufactured Home and accessions, and of any Additional Accessories and Furnishings. This security interest secures payment of my obligations under this Contract, including any additional obligations under this Contract and includes any contractual extensions, renewals or modifications. My execution of this Contract constitutes a waiver of my personal property and homestead exemption rights to the personal property herein described. I sign and deliver to you whatever financing statements and other documents you deem necessary to allow you to perfect your security interest in any personal property and fixtures. I agree that you may file this security instrument or a reproduction thereof in the real estate records or other appropriate index as a financing statement for any of the items specified above. A reproduction of this security instrument or any other security agreement or financing statement, and any extensions, renewals or amendments thereof, shall be sufficient to perfect a security interest with respect to such items.

PREPAYMENT: I MAY PREPAY THIS CONTRACT IN FULL OR IN PART AT ANY TIME WITHOUT PENALTY, BUT I WILL NOT BE ENTITLED TO A REFUND OF THE PREPAID FINANCE CHARGE, IF ANY. IF I MAKE A PARTIAL PREPAYMENT, THERE WILL BE NO CHANGE IN THE DUE DATES OR AMOUNTS OF MY MONTHLY PAYMENTS, UNLESS YOU AGREE IN WRITING TO THOSE CHANGES. PREPAYMENT IN FULL OF THIS CONTRACT IS EQUIVALENT TO OR MORE FAVORABLE TO THE CONSUMER THAN THE ACTUARIAL REFUND METHOD PERMITTED BY MINNESOTA STATUTE SECTION 168.73.

PROPERTY INSURANCE:

a. **Minimum Coverage.** I am required to provide physical damage insurance coverage protecting the Manufactured Home for the term of this Contract against loss by fire, hazards included within the term "extended coverage" and any other hazards including flood, for which you require insurance, in an amount equal to the lesser of the actual cash value of the Manufactured Home or the remaining unpaid balance I owe from time to time under this Contract (the "Minimum Coverage"). The insurance policy will contain a loss payable clause protecting you (as your interest may appear), and provide for a 10-day notice of cancellation to you. Unless you consent in writing, I shall not add any additional loss payee to the insurance policy. I have the right to choose the person through whom the property insurance policy is obtained. If my insurance coverage expires or is cancelled prior to payment in full of this Contract, I must obtain no less than the Minimum Coverage. Should I fail to maintain the Minimum Coverage, you may, but are not obligated to, obtain insurance coverage. I agree that any insurance you purchase may be for the protection of only a portion of a loss, and may be for such reasonable period as you determine. If you decide, in your sole discretion, to obtain insurance, you will notify me of that fact and that the cost of interest at the Contract rate, will be added to my debt. I will repay such amount during the term of the policy in the manner requested by you. I understand that the insurance premiums may be higher if you must purchase the insurance than might otherwise be the case if I had purchased the insurance, and that you may purchase the insurance from an affiliated company which does not receive a profit for this service.

b. **Assignment and Application of Insurance Proceeds.** I hereby grant and assign to you the proceeds of any and all insurance coverage on the Manufactured Home, including any optional coverage, such as earthquake insurance, which type or amount is beyond the Minimum Coverage. In the event of a loss to the Manufactured Home, I shall give prompt notice of loss to the insurance carrier, you may do so or on my behalf. All physical damage insurance proceeds, including proceeds from optional coverage, shall be applied to restoration or repair of the Manufactured Home, unless you and I agree otherwise in writing or unless such restoration or repair is economically practical or feasible, or your security interest would be lessened. If such restoration or repair is not practical or feasible, or your security interest would be lessened, you shall apply the insurance proceeds to the remaining unpaid balance of this Contract, whether or not then due, and give me any excess. I authorize any insurer to pay you directly. I will appoint you as my limited attorney-in-fact to sign my name to any check, draft, or other document necessary to obtain the insurance payments.

LATE CHARGE: I agree to pay a late charge for late payment as set forth in the front of this Contract. Only one late charge may be made on any delinquent installment regardless of the period for which that installment remains in default. After this Contract matures, whether by acceleration or otherwise, I will not be charged a late charge.

RETURNED CHECK CHARGES: I will pay you \$20 (or such higher amount as allowed by law) if any check given to you is honored because of insufficient funds or because no such account exists.

EVENTS OF DEFAULT: I will be in default under this Contract if: (a) I fail to make any payment when due; (b) I fail to tip make rental payments, or to pay other charges and assessments, relating to the real property and/or facility on which Manufactured Home is located; (c) I violate restrictive covenants, rules or regulations relating to the real property and/or facility where the Manufactured Home is located; (d) I fail to keep the Manufactured Home in good repair and condition, as you address shown on this Contract unless I notify you in advance and receive your written consent; (e) I remove the Manufactured Home from the address shown on this Contract unless I notify you to transfer any beneficial interest in the Manufactured Home without first obtaining your written consent; (f) I sell or attempt to sell or to transfer any beneficial interest in the Manufactured Home to become part of any real estate with first obtaining your written consent; (g) I allow the Manufactured Home to be used for hire or illegally; (h) I fail to promptly pay any taxes and other liens and encumbrances on the Manufactured Home or on the real property on which located, if this is my responsibility; and/or (i) I fail to do anything else which I have promised to do under this Contract.

NOTICE OF DEFAULT: If any of the above specified Events of Default have occurred, you may do whatever is necessary to correct my default. You will, except as set forth below, first give me a Notice of Default and Right to Cure Default before accelerate payment of the remaining unpaid balance I owe you or repossess or foreclose on any property which secures the Contract. The Notice will tell me what my default is and how I can cure it. Except as required by applicable law, you are required to send me this Notice when (1) you have already sent a Notice twice within the preceding one-year period, (2) I have abandoned or voluntarily surrendered the Manufactured Home, or (3) other extreme circumstances exist.

REMEDIES UPON DEFAULT: If I do not cure the default, you may do either or both of the following at the end of the notice period, as allowed by applicable law: (a) you can require me to immediately pay you the entire remaining unpaid balance under this Contract plus accrued interest or (b) you can repossess the Manufactured Home pursuant to the security interest I give you under this Contract. If you are not required to send me the Notice of Default and Right to Cure Default, you will have these rights immediately upon my default. Once you get possession of the Manufactured Home you will sell it. If the amount of the sale, after expenses, is less than what I owe you, I will pay you the difference except as otherwise provided by law. remedies are cumulative and you may enforce them separately or together in any order you deem necessary to protect your security.

ARBITRATION OF DISPUTES AND WAIVER OF JURY TRIAL:

- a. **Dispute Resolution.** Any controversy or claim between or among you and me or our assignees arising out of or relating to this Contract or any agreements or instruments relating to or delivered in connection with this Contract, including any claim based on or arising from an alleged tort, shall, if requested by either you or me, be determined by arbitration, reference to a single arbitrator or a panel of arbitrators, as determined by the claimant, or claimants who are related or asserted by the court or, if the court where the controversy is venued lacks the power to appoint a referee, by trial by a judge without a jury, as described below. **YOU AND I AGREE AND UNDERSTAND THAT WE ARE GIVING UP THE RIGHT TO TRIAL BY JURY, AND THERE SHALL BE NO JURY TRIAL WHETHER THE CONTROVERSY OR CLAIM IS DECIDED BY ARBITRATION, BY JUDICIAL REFERENCE, OR TRIAL BY A JUDGE.**
- b. **Arbitration.** Since this Contract touches and concerns interstate commerce, an arbitration under this Contract shall be conducted in accordance with the United States Arbitration Act (Title 9, United States Code), notwithstanding any choice of law provision in this Contract. The Commercial Rules of the American Arbitration Association ("AAA") also shall apply. The arbitrator(s) shall follow the law and shall give effect to statutes of limitation in determining any claim. Any controversy concerning whether an issue is arbitrable shall be determined by the arbitrator(s). The award of the arbitrator(s) shall be final. Judgment upon the award may be entered in any court having jurisdiction, and no challenge to entry of judgment upon the award shall be entertained except if it is manifestly unjust.
- c. **Judicial Reference or Trial by a Judge.** If requested by either you or me, any controversy or claim under subparagraph (b) that is not submitted to arbitration as provided in subparagraph (b) shall be determined by reference to a referee appointed by the court who, sitting alone and without jury, shall decide all questions of law and fact. You and I shall designate one or more persons as arbitrators as selected in AAA-sponsored proceedings. The referee shall be an active attorney or retired judge. If a court where the controversy is venued lacks the power to appoint a referee, the controversy instead shall be decided by trial by a judge without a jury.
- d. **Self-Help, Foreclosure, and Provisional Remedies.** The provisions of this paragraph shall not limit any rights that you may have to exercise self-help remedies such as set-off or repossession, to foreclose by power of sale or judicially against any collateral or security, or to obtain any provisional or ancillary remedies from a court of competent jurisdiction before or during the pendency of any arbitration under subparagraph (b) a such remedy shall serve as a waiver of the right of either you or me to sue. Neither the obtaining nor the exercise of a demand that the related or any other dispute controversy be determined by arbitration as provided above.

ATTORNEY FEES: If I prevail in any legal action or arbitration proceeding which is commenced in connection with enforcement of this Contract or any instrument or agreement required under this Contract, or in connection with any dispute relating to this Contract, you will pay my reasonable attorney fees, court costs and necessary disbursements incurred in connection with such action or proceeding, as determined by the court, referee, or the arbitrator(s) in accordance with the law. If you prevail in any such action or proceeding, or in the exercise of my self-help remedy as described above, I will pay together with court costs and necessary disbursements to the full extent permitted by law, an amount not to exceed 15% of the unpaid principal balance of this Contract.

OTHER TERMS AND CONDITIONS: I agree: (a) to pay with my monthly installments, if requested by you to do so, the estimated amount necessary to pay yearly taxes, assessments and insurance premiums that will become due within the next twelve-month period; (b) to pay you a transfer fee if I sell the Manufactured Home, unless such fee is prohibited by law; (c) to pay interest at the Contract rate on the remaining unpaid balance plus accrued interest, from the date of maturity until paid in full; (d) to reimburse you immediately upon your demand, with interest at the Contract rate, the amount of funds you advance on my behalf to correct my default; and (e) that if I am married, and residing in a community property state, both my community property and separate property will be liable for all payments due under this Contract.

ASSIGNMENT: You may assign this Contract to any person or entity. All rights granted to you under this Contract shall apply to any assignee of this Contract.

CREDIT INFORMATION: You may investigate my credit history and credit capacity in connection with opening and collecting my account and share information about me and my account with credit reporting agencies. You may sell or otherwise furnish information about me, including insurance information, to all others who may lawfully receive such information. You may furnish specific information about the Manufactured Home and any insurance policies on the Manufactured Home to any insurance agent to enable such agent to quote premiums to me and solicit my insurance business.

WAIVER: Waiver of any default shall not constitute a waiver of any other default. No term of this Contract shall be changed unless in writing and signed by one of your officers. This Contract is the entire agreement between us and I agree that no oral implied representations have been made to induce me to enter into this Contract.

VALIDITY: Wherever possible each provision of this Contract shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Contract shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Contract. This Contract shall be of no effect until signed by me and you. In no event shall any charge under this Contract exceed the highest amount allowed by applicable law. If any excess charge is received, such excess shall be refunded or applied to the amount due.

GOVERNING LAW: Each provision of this Contract shall be construed in accordance with and governed by the laws of the state of Minnesota, provided that to the extent you have greater rights or remedies under Federal law, such choice of state law shall not be deemed to deprive you of such greater rights and remedies under Federal law.

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 HEREOF BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

MAR-25-2004 16:30

FOLEY AND MANSFIELD

612 338 8690 P.09/09

MAR. 25. 2004 6:37PM

GREENPOINT

NO. 663 P. 9

MINNESOTA DEPARTMENT OF PUBLIC SAFETY
DRIVER & VEHICLE SERVICES DIVISION

443 MINNESOTA ST., ST. PAUL, MN 55101

CONFIRMATION OF LIEN PERFECTION - DEBTOR NAME AND ADDRESS

AASE MICHELLE SUZANNE
2378 HWY 12 SW #33
MONTROSE MN 55363

1st Class
U.S. Postage
PAID
Permit No. 171
St. Paul, MN

*

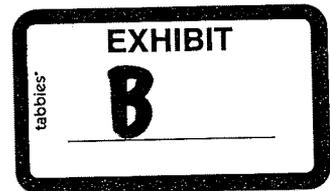
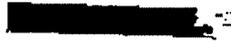
Year 87	Make FRIE	Model LA	Title NR W3630M075
VIN MY874456V		Security Date 09/26/00	Rebuilt NO

1ST SECURE) PARTY

LIEN FOLDER

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

GREENPOINT CREDIT LLC
3200 NW MAIN ST #. 90
COON RAPIDS MN 55448-8409



UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In re:

Chapter 13
Case No. 04-31122 GFK

Daniel L. Tilly and
Michelle S. Aase,

Debtors.

ORDER FOR RELIEF
FROM STAY

The above-entitled matter came before the Court for hearing on the motion of GreenPoint Credit LLC ("Movant") seeking relief from the automatic stay imposed by the United States Bankruptcy Code. Appearances were noted in the Court's record. The Standing Chapter 13 Trustee submitted a report and recommendation in response to the motion. Based upon the proceedings had on said date, the statements of counsel, and all of the files and records herein, the Court now finds that cause exists entitling Movant to the relief requested.

NOW, THEREFORE, IT IS HEREBY ORDERED that the automatic stay of 11 U.S.C. § 362(a) of the Bankruptcy Code is immediately terminated as to Movant, and Movant [is authorized to enforce its security interest as provided by contract and state law in the subject:](#)

1987 Friendship Homes "N. Classic" manufactured home, S/N MY874456V

Notwithstanding Fed. R. Bankr. 4001(a)(3), this order is effective immediately.

Dated: _____

Gregory F. Kishel
United States Bankruptcy Judge