
In Re:
Stephen M Shanks
and Susan M Shanks,

Debtors,

Case No. 04-31214

Chapter 13 Case

NOTICE OF HEARING AND MOTION FOR RELIEF FROM THE STAY

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

1. Ford Motor Credit Company moves the Court for the relief requested below and gives notice of hearing.
2. The Court will hold a hearing on this motion on October 13, 2004 at 9:30 AM o'clock, in
3. Any response to this motion must be filed and delivered not later than October 7, 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 1, 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 March 2, 2004. The case is now pending in this court.
5. This motion arises under 11 U.S.C. §362(d) and Fed. R. Bankr. P. 4001. This motion is filed under Fed. R. Bankr. P. 9014 and Local Rules 9006-1, 9013-1 through 9013-3, and 9017-1. Movant seeks relief from the automatic stay in §362(a) to foreclose its lien against the 2003 Ford Explorer XLT AWD vehicle (the collateral), and requests the court permit Movant to immediately enforce the order requested, lifting the 10 day stay imposed by Rule 4001(a)(3).
6. Movant requests relief from the stay for cause under §362(d)(1). Debtors are delinquent under

the terms of the Chapter 13 Plan. Movant requests relief under §362(d)(2).

7. 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.
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: September 23, 2004

STEWART, ZLIMEN & JUNGERS, LTD.

/e/ Linda Jeanne Jungers

Linda Jeanne Jungers, Atty ID #5303X

Attorneys for Movant

430 Oak Grove Street #200

Minneapolis, MN 55403

612-870-4100

This is a communication from a debt collector attempting to collect a debt. Any information obtained will be used for that purpose.

MINNESOTA DEPARTMENT OF PUBL
DRIVER & VEHICLE SERVICES DIVIS
445 MINNESOTA ST., ST. PAUL, MN 55
CONFIRMATION OF LIEN PERFECTION - DA

SHANKS SUSAN MARIE
SHANKS STEPHEN MICHAEL
1950 OMEGA DR
SHAKOPEE MN 55379

Permit No. 171
St. Paul, MN

*

LPE690

1ST SECURED PARTY

LIEN HOLDER

03 Year	FORD Make	4WEPR Model	F3650R055 Title NR.
1FMZU83W33UA83846 VIN		11/01/03 Security Date	NO Rebuilt

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

FMCC
PO BOX 105704
ATLANTA GA 30348-5704

EXHIBIT A

JOAN MARIE SHANKS
 1950 OMEGA DRIVE SHAKOPEE SCOTT MN 55379
 STEPHEN MICHAEL SHANKS
 1950 OMEGA DRIVE SHAKOPEE SCOTT MN 55379

APPLE FORD, SHAKOPEE
 P.O. BOX 240419
 APPLE VALLEY MN 55124

GWP5

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

New/Used	Year and Make	Model	GVW if Truck (lbs.)	Vehicle Identification Number	Use For Which Purchased
NEW	2003 FORD	EXPLORER		1FMZU83W33UA83846	<input checked="" type="checkbox"/> Personal <input type="checkbox"/> Agricultural <input type="checkbox"/> Commercial

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

ITEMIZATION OF AMOUNT FINANCED

1. Cash Price	\$ 19040.00 (1)
2. Down Payment	
Third Party Rebate Assigned to Creditor	\$ N/A
Cash Down Payment	\$ N/A
Trade-in (description above)	\$ N/A
Total Down Payment	\$ N/A (2)
3. Unpaid Balance of Cash Price (1 minus 2)	\$ 19040.00 (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	\$ 417.75
(ii) for filing fees	\$ 7.00
(iii) for taxes (not in Cash Price)	\$ 122.52
Total	\$ 547.27
To Insurance Companies for:	
Credit Life Insurance	\$ N/A
Credit Disability Insurance	\$ N/A
To <u>APPLE FORD, SHAKOPEE</u> for <u>DOC FEE</u>	\$ 50.00
To _____ for _____	\$ N/A
To _____ for _____	\$ N/A
Total	\$ 597.27 (4)
5. Amount Financed (3 plus 4)	\$ 19637.27 (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 _____
 \$ _____ Premium _____ Insured(s) _____
 Signature(s) _____

Disability _____ Insurer _____
 \$ _____ Premium _____ Insured _____
 Signature _____

Other Optional Insurance _____ Term _____
 Insurer \$ _____ Premium _____
 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 \$ _____ Deductible Collision
 Fire-Theft-Combined Additional Coverage
 Towing and Labor
 Term _____ Months (Estimate)
 Premium \$ _____

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
0 %	\$ 0	\$ 19637.27	\$ 19637.27	\$ 19637.27

Payment Schedule	Number of payments	Amount of Each payment	When Payments are due
Your payment schedule will be:	59	\$ 327.28	monthly starting
	1 final	\$ 327.75	12/16/2003

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: X Susan Shanks Co-Buyer: X [Signature]
 Signs _____ Signs _____

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 Susan Shanks X _____
 Buyer Signs (Co) Buyer Signs

By signing below, the Seller accepts this contract. If no other assignee is named in a separate assignment attached to this contract, the Seller assigns it to Ford Motor Credit Company.
 Seller: APPLE FORD, SHAKOPEE By [Signature] Title FSE

EXHIBIT B

QUESTIONS?



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

ADDITIONAL AGREEMENTS

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 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 1-800-448-1850, 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 full, shall be severed, and the remaining provisions shall be enforced.

FC 17822-39 Aug 02 (Previous editions may NOT be used)

Trade-In	BODY TYPE	Model No.	Loan	Retail	Trade-In	BODY TYPE	Model No.	Loan	Retail
5500	Sweptline 6 1/2	C16*	4950	7300	13850	Wagon 2D Sport XLT	U60	12475	16475
5600	Sweptline 8	C16*	5050	7400	15700	Wagon 4D XLS	U62	14150	18425
6800	Club Cab 6 1/2	C13*	6125	8750	17950	Wagon 4D XLT	U63	16175	20975
6900	Club Cab 8	C13*	6225	8850	21000	Wagon 4D Eddie Bauer	U64	18900	24225
1997 RAM 2500-3/4 Ton-V8		MC: III			21350	Wagon 4D Limited	U65	19225	24575
6600	Sweptline HD 8	C26*	5950	8525	14650	2D Sport XLS 4WD	U70	13200	17325
7800	Club Cab HD 6 1/2	C23*	7025	9850	15650	2D Sport XLT 4WD	U70	14100	18375
7900	Club Cab HD 8	C23*	7125	9950	17500	XLS 4WD/AWD	U72/82	15750	20475
1997 RAM 3500-1 Ton-V8-DRW		MC: III			19750	XLT 4WD/AWD	U73/83	17775	22875
7850	Sweptline 8	C36*	7075	9900	22800	E. Bauer 4WD/AWD	U74/84	20525	26150
9150	Club Cab 8	C33*	8250	11325	23150	Limited 4WD/AWD	U75/85	20850	26500
RAM PICKUP OPTIONS					EXPLORER SPORT TRAC/EXPLORER OPTIONS				
375	Add Laramie SLT Trim		375	425	450	Add NBX Package (XLT)		450	500
175	Add Sport Trim		175	200	300	Add 3rd Row Seat		300	350
1700	Add 4 Wheel Drive		1700	1900	500	Add 4.6L V8 Engine		500	575
2250	Add 5.9L T-Diesel Eng		2250	2475	450	Add Leather Seats		450	500
425	Add 8.0L V10 Eng		425	475	300	Add Pioneer/Audiophile Sys. (Std. Eddie Bauer, Ltd.)		300	350
50	Add Alum/Alloy Wheels		50	75	200	Add Power Seat (Std. Eddie Bauer, Ltd.)		200	225
200	Add Leather Seats		200	225	600	Add Power Sunroof (Std. I63/73/83, EB, Ltd.)		600	675
75	Add Power Seat		75	100	300	Add Rear Air Conditioning		300	350
400	Deduct V6 Eng (Ex. "WS")		400	400	650	Add Rear Entertainment Sys		650	725
400	Deduct W/out Air Cond		400	400	100	Add Theft Recovery System		100	125
300	Deduct W/out AT		300	300	575	Deduct W/out AT		575	575
75	Deduct W/out Cruise		75	75	200	Deduct W/out Cruise		200	200
					150	Deduct W/out Tilt		150	150
FORD					2003 EXPEDITION-1/2 Ton-V8 MC: IV				
* Model #'s vary with 4WD/AWD. See Truck Page 2.									
FORD									
2003 ESCAPE-V6 MC: II					2003 EXCURSION-3/4 Ton-V10 MC: IV				
13050	Utility 4D XLS	U02	11750	15625	21750	Utility XLT	U15	19575	25000
14650	Utility 4D XLT	U03	13200	17325	27150	Eddie Bauer	U17	24450	30875
16900	Utility 4D Limited	U04	15225	19725	23850	Utility XLT 4WD	U16	21475	27250
14850	Utility 4D XLS 4WD	U92	13375	17525	29250	Eddie Bauer 4WD	U18	26325	33100
16450	Utility 4D XLT 4WD	U93	14825	19225	650	Add FX4 Off-Road Pkg (XLT)		650	725
18700	Utility 4D Limited 4WD	U94	16850	21775	400	Add Audiophile Stereo Sys. (Std. Eddie Bauer)		400	450
300	Add A/A Wheels (XLS)		300	350	550	Add Leather Seats (Std. Eddie Bauer)		550	625
450	Add Leather Seats		450	500	275	Add Power 3rd Row Seat		275	325
300	Add MACH Stereo Sys*		300	350	700	Add Power Sunroof		700	800
600	Add Power Sunroof		600	675	650	Add Rear Entertainment Sys		650	725
100	Add Theft Recovery System		100	125	100	Add Theft Recovery System		100	125
725	Deduct 4 Cyl. Eng		725	725	400	Deduct 4.6L V8 Eng		400	400
575	Deduct W/out AT		575	575	300	Deduct W/out 3rd Row Seat		300	300
200	Deduct W/out Cruise		200	200	300	Deduct W/out Rear Air		300	300
2003 EXPLORER SPORT TRAC-V6 MC: II					2003 RANGER-1/2 Ton-V6 MC: II				
17650	Utility 4D XLS	U67	15900	20650	8750	Styleside	R10*	7875	10900
18650	Utility 4D XLT	U67	16800	21700	8850	Styleside LB	R10	7975	11000
19450	Utility 4D XLS 4WD	U77	17525	22575	9150	Flareside	R10*	8250	11325
20450	Utility 4D XLT 4WD	U77	18425	23625	10875	Style Supercab 2D	R14*	9800	13175
2003 EXPLORER-V6 MC: II					11550	Style Supercab 4D	R44*	10400	13975
12850	Wagon 2D Sport XLS	U60	11575	15400	11275	Flare Supercab 2D	R14*	10150	13675
					4375	Add 6.0L T-Diesel Eng		4375	4600
						Add 7.3L T-Diesel Eng			

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

Trade-In	BODY TYPE	Model No.	Loan	Retail	Trade-In	BODY TYPE	Model No.	Loan	Retail
650	Add Rear Entertainment Sys		650	725	11950	Flare Supercab 4D	R44*	10775	14400
100	Add Theft Recovery System		100	125	750	Add Edge Trim (Std. Tremor)		750	850
625	Deduct 5.4L V8 Eng		625	625	600	Add XLT Trim		600	675
550	Deduct W/out Leather		550	550	300	Add FX4 Off-Road Pkg		300	350
250	Deduct W/out Pwr Seat		250	250	1100	Add FX4/Level II O.R. Pkg.		1100	1225
2003 WINDSTAR-V6 MC: II					1050	Add Tremor Pkg		1050	1175
9675	Cargo Van	A54	8725	11900	2900	Add 4 Wheel Drive		2900	3125
11475	Wagon 3D/4D	A50	10350	13900	300	Add Alum/Alloy Wheels		300	350
13450	Wagon 4D LX	A51	12125	16050	150	Add CD Player		150	175
15000	Wagon SE	A52	13500	17700	200	Add Cruise Control		200	225
18650	Wagon SEL	A53	16800	21700	150	Add Power Door Locks		150	175
19750	Wagon Limited	A58	17775	22875	200	Add Power Windows		200	225
700	Add 2-Pwr Sliding Doors (Std. SEL, Ltd.)		700	800	100	Add Theft Recovery System		100	125
300	Add A/A Wheels (4D LX)		300	350	150	Add Tilt Wheel		150	175
150	Add CD (Van, Wgn 3D/4D)		150	175	725	Deduct 4 Cyl. Eng		725	725
200	Add Pwr Seat (4D LX)		200	225	675	Deduct W/out Air Cond		675	675
300	Add Rear Air (3D/4D, LX 4D)		300	350	575	Deduct W/out AT		575	575
650	Add Rear Entertainment Sys		650	725	2003 F150-1/2 Ton-V8 MC: III				
100	Add Theft Recovery System		100	125	11400	Style XL "WS" 6 3/4'	F17*	10275	13825
200	Deduct W/out Cruise		200	200	11500	Style XL "WS" 8'	F17*	10350	13925
2003 E SERIES VAN-1/2-1 Ton-V8 MC: III					12900	Style XL 6 3/4'	F17*	11625	15450
13375	E150 Cargo	E14	12050	15950	13000	Style XL 8'	F17*	11700	15550
15275	E150 Wagon	E11	13750	17975	13600	Flareside XL 6 3/4'	F07*	12250	16200
13975	E250 Cargo	E24	12600	16600	25800	Lighting 6 3/4'	F073	23225	29325
14750	E250 Ext. Cargo	S24	13275	17425	15500	S-Cab XL "WS" 6 3/4'	X17*	13950	18225
14575	E350 Cargo	E34	13125	17250	15600	S-Cab XL "WS" 8'	X17*	14050	18325
16475	E350 Wagon	E31	14850	19250	17000	Supercab XL 6 3/4'	X17*	15300	19825
15350	E350 Ext. Cargo	S34	13825	18075	17100	Supercab XL 8'	X17*	15400	20050
17550	E350 Ext. Wagon	S31	15800	20550	17700	Flare Super XL 6 3/4'	X07*	15950	20700
900	Add Chateau Trim		900	1000	20850	Flare SC K-Ranch 6 3/4'	X07*	18775	24050
700	Add XLT Trim		700	800	2003 F150 SUPERCREW-1/2 Ton-V8 MC: III				
625	Add 6.8L V10 Eng.		625	700	20200	XLT 5 1/2'	W07*	18200	23350
4100	Add 7.3L T-Diesel Eng.		4100	4325	21700	Lariat 5 1/2'	W07*	19550	24950
350	Add Alum/Alloy Wheels		350	400	22450	King Ranch 5 1/2'	W07*	20225	25775
175	Add CD Player		175	200	28400	Farley 5 1/2'	W073	25575	32200
500	Add Leather Seats		500	575	2003 F250 SUPER DUTY-3/4 Ton-V8 MC: III				
225	Add Power Seat		225	250	16950	Style XL 8'	F20*	15275	19775
300	Add Rear Air Cond. (Std. E350 Ext. Wagon)		300	350	20250	Supercab XL 6 3/4'	X20*	18225	23425
650	Add Rear Entertainment Sys		650	725	20350	Supercab XL 8'	X20*	18325	23525
100	Add Theft Recovery System		100	125	22250	Crew Cab XL 6 3/4'	W20*	20025	25550
775	Deduct V6 Eng		775	775	22350	Crew Cab XL 8'	W20*	20125	25675
225	Deduct W/out Cruise		225	225	2003 F350 SUPER DUTY-1 Ton-V8 MC: III				
175	Deduct W/out Pwr Locks		175	175	17800	Style XL 8'	F30*	16025	20800
225	Deduct W/out Pwr Wind		225	225	21100	Supercab XL 6 3/4'	X30*	19000	24325
2003 RANGER-1/2 Ton-V6 MC: II					21200	Supercab XL 8'	X30*	19100	24425
8750	Styleside	R10*	7875	10900	23100	Crew Cab XL 6 3/4'	W30*	20800	26450
8850	Styleside LB	R10	7975	11000	23200	Crew Cab XL 8'	W30*	20900	26575
9150	Flareside	R10*	8250	11325	F SERIES PICKUP OPTIONS				
10875	Style Supercab 2D	R14*	9800	13175	1150	Add Heritage Trim (Ex.XLT)		1150	1300
11550	Style Supercab 4D	R44*	10400	13975	2250	Add King Ranch Trim (Super Duty)		2250	2475
11275	Flare Supercab 2D	R14*	10150	13675	1500	Add Lariat Trim (XL)		1500	1675
					350	Add STX Trim		350	400
					725	Add XLT Trim (XL)		725	825
					300	Add FX4 Off-Road Pkg.		300	350

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

T R U C K S

EXHIBIT C

82 GP 2003 MODEL YEAR
HARVEST GOLD CLEARCOAT
MED PARCHMENT LTHR SPT 8KT

KEY STANDARD EQUIPMENT
ORDER CODE 325A
FLOOR MATS, C/K CARPET
LH/RH MIRRORS, H/APPROACH
AIR CONDITIONING - CFC FREE
AUTO LAMP HEADLIGHTS
GLASS, PRIVACY

99H 44V
OPTIONAL EQUIPMENT
4.6L SOHC V8 ENGINE
5-SPEED AUTOMATIC O/D TRANS
P235/70R16 A/S OWL TIRES

X04	3.75 LS AXLE	NC	NC
153	FRONT LICENSE PLATE BRACKET	35	30
41H	HEATER, ENGINE BLOCK	395	346
85G	TRAILER TOW PKG CLASS III/IV		
664	WHEELS, SILVER SPKL CAST ALUM	510	18
671	AUXILIARY CLIMATE CONTROL	570	15
G	3RD ROW SEAT PACKAGE	530	15
	LTHR SPORT BUCKET W/PWR DRVR	339	15
	TOTAL VEHICLE & OPTIONS	625	625
	DESTINATION & DELIVERY		
	SCHEDULE A (MEMO)		

TOTAL FOR VEHICLE 34540.00

1 1/2 U.S. GAL GAS FACTORY
BATCH-ID 2K2B110624 N R0 2X
PRICE LEVEL 340240UBS
VIN: 1FMZU83H33UA83846
SHIPPING WEIGHT 4364 LBS.

24 57

NOV 4 2002

1666X
11-25-2002

5140047
35804

STOCK #

DATE VEHICLE ARRIVED 11/21

KEY CODE 1666X

26932 10/1

THIS INVOICE MAY NOT REFLECT THE FINAL COST OF THE VEHICLE IN VIEW OF THE POSSIBILITY OF FUTURE REBATES, ALLOWANCES, DISCOUNTS AND INCENTIVE AWARDS FROM FORD MOTOR COMPANY TO THE DEALER.

PREPARED BY	INVOICE TOTAL	SALES TAX	REGISTRATION	SALES TAX	AD PLAN
165.00	31451.57	1018.00	205.00	30228.57	31449.19

1018.00 71.00 2010.00 .00 947.00 28422.00

SOLD TO
Steinbring Ford Inc
Highway 28 West
Glennwood MN 56334

58W512

TO	IN	STATE	RD31
2	6	MN	
DATE	NO	REG	TRIP
10/28/02	58-0704	GP	11

SHIP TO (IF OTHER THAN ABOVE)
1666X 37704

SHIP THROUGH MF3300

INVOICE & UNIT IDENTIFICATION NO. 1FMZU83H33UA83846
FINAL ASSEMBLY POINT LOUISVILLE
FINANCE COMPANY AND/OR BANK Ford Motor Credit .000001



get case status

logout

**Jasmine Z. Keller, Standing Chapter
13 Trustee**
Status of Claims as of 9/20/2004
Case # 04-31214 DDO

STEPHEN M SHANKS
SUSAN M SHANKS
T & S REAL ESTATE
1950 OMEGA DR
SHAKOPEE, MN 55379
Atty: Michael K. Hoverson

54 Remaining of 60 Mos.
Current Debtor Pmt: \$1,738.00 /

Summary

Filed: 3/2/2004 Confirmed: 7/15/2004 Base Amount: \$103,204.00 Debtor Refunds:\$0.00
First Mtg: 3/31/2004 2:45:00 PM Plan Filed: 3/2/2004 Total Paid In: \$5,876.00 Delinq Amount:\$1,738.00
Balance on Hand: \$0.00

Payment Schedule

Start Date	Start	Thru	Payment	Total Pmts	Type
4/2/2004	1	2	\$1,200.00	\$2,400.00	
6/2/2004	3	60	\$1,738.00	\$100,804.00	

Payment History

7/29/2004 \$1,738.00 6/30/2004 \$538.00 6/23/2004 \$1,200.00 5/20/2004 \$1,200.00 4/6/2004 \$1,200.00
Show Details

Claims

Creditor Name	Clm Num	Last Pymt	Clis	Int Rate	Fixed Pymt	Disb Code	Debt	Principal Paid	Claimed	Tot Int Pd	Balance
Michael K. Hoverson	000-0	8/23/2004	L	0.00%	\$0.00	20	\$285.00	\$285.00	\$285.00	\$0.00	\$0.00
Ford Motor Credit Company	004-0	8/23/2004	S	0.00%	\$1,807.15	30	\$21,862.39	\$1,807.15	\$21,862.39	\$0.00	\$20,055.24
Paragon Bank	008-0		S	0.00%	\$0.00	32	\$0.00	\$0.00	\$0.00	\$0.00	Direct
Ohio Savings Bank	200-0		S	0.00%	\$0.00	32	\$0.00	\$0.00	\$0.00	\$0.00	Direct
JAMES & JANET BOUCHER	250-0		U	0.00%	\$0.00	60	\$0.00	\$0.00	\$0.00	\$0.00	Not Filed
Ford Motor Credit Company	251-0	8/23/2004	S	0.00%	\$3,451.25	30	\$34,023.79	\$3,451.25	\$34,023.79	\$0.00	\$30,572.54
Total Unsecured Debt	300-0		U	0.00%	\$0.00	50	\$0.00	\$0.00	\$135,538.00	\$0.00	Objection
Jasmine Z Keller	TRS-0	8/23/2004	T	0.00%	\$0.00	00	\$3,370.27	\$332.60	\$0.00	\$0.00	\$3,037.67

Disbursement Details

Clm	Date	Check#	Principal	Int Pd	Total Paid
000-0	Michael K. Hoverson				
000-0	8/23/2004	4297842	\$285.00	\$0.00	\$285.00
		Total	\$285.00	\$0.00	\$285.00
Clm	Date	Check#	Principal	Int Pd	Total Paid
004-0	Ford Motor Credit Company				
004-0	8/23/2004	4297415	\$1,807.15	\$0.00	\$1,807.15
		Total	\$1,807.15	\$0.00	\$1,807.15

EXHIBIT D

<http://www.trustee13.com/inquiry/casedisplay.aspx>

9/20/2004

Cltm	Date	Check#	Principal	Int Pd	Total Paid
251-0	Ford Motor Credit Company				
251-0	8/23/2004	4297415	\$3,451.25	\$0.00	\$3,451.25
		Total	\$3,451.25	\$0.00	\$3,451.25

04-01208-0

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:
Stephen M Shanks
and Susan M Shanks,

Debtors,

Case No. 04-31214

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. 35583389.
2. The Debtor owes the Creditor \$17,175.56, payoff amount as of September 17, 2004.
3. Creditor's debt is to be paid through the Chapter 13 plan payments disbursed by the Trustee; Debtors are delinquent on plan payments in the amount of \$1738.00 for August 2004 and have not yet made a payment for September 2004.
4. The debt owed to the Creditor is secured by a perfected lien on a 2003 Ford Explorer XLT AWD vehicle.
5. 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".

Dated:

September 20, 2004

Carolyn Boynton

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

In Re:
Stephen M Shanks
and Susan M Shanks,
Debtors,

Case No. 04-31214
Chapter 13 Case

MEMORANDUM OF FACT AND LAW

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

FACTS

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

The total net balance due on the Contract is \$17,175.56 as of September 17, 2004. As of the date of filing, the collateral had an NADA retail value of \$18,000.00. 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 regular payments to the Chapter 13 Trustee for distribution through the Plan. Such payments are presently delinquent. The debt owed to Movant was to be paid through the payments made to the Chapter 13 Trustee. A printout showing the payments made to date to the Trustee and the delinquency is attached hereto as Exhibit "D".

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.

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 monthly Plan payments to the Chapter 13 Trustee as required by the Plan. See Exhibit D.

Movant has not been provided with adequate protection of Movant's interest in the collateral. Such circumstances constitute cause, within the meaning of §362(d)(1), justifying relief from the stay. See, United States Association of Texas v. Timbers of Inwood Association, Ltd. (In re Timbers of Inwood Association, Ltd.), 484 U.S. 365, 108 S.Ct. 626, 98 L.Ed. 2d 740 (1988); In re Reinbold v. Dewey County Bank, 942 F.2d 1304, 1306 (8th Cir. 1991). Pursuant to 11 U.S.C. §362(g), the burden is on the Debtor to prove adequate protection and/or absence of cause.

Bankruptcy Rule 4001(a)(3) imposes a stay of 10 days which the court may, in its discretion, order is not applicable so that Movant may immediately enforce and implement the order granting relief. Advisory Committee Notes to 1999 Amendments to Bankruptcy Rule 4001.

Dated: September 23, 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

In Re:
Stephen M Shanks
and Susan M Shanks,
Debtors,

Case No. 04-31214

Chapter 13 Case

UNSWORN CERTIFICATE OF SERVICE

I, Linda Jeanne Jungers, declare under penalty of perjury that on September 23, 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.

Stephen M Shanks
1950 Omega Dr
Shakopee, MN 55379

Susan M Shanks
1950 Omega Dr
Shakopee, MN 55379

Michael K Hoverson
HOVERSON & ASSOCIATES
333 Washington Ave N #308
Minneapolis, MN 55401

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 23, 2004

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

04-01208-0

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:
Stephen M Shanks
and Susan M Shanks,

Debtors,

Case No. 04-31214

Chapter 13 Case

ORDER FOR RELIEF FROM THE STAY

Ford Motor Credit Company's Motion for an order granting relief from the stay came before the Court on October 13, 2004 at 9:30 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
2003 Ford Explorer XLT AWD vehicle, VIN 1FMZU83W33UA83846
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