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In Re:  
Stephen M Shanks  
and Susan M Shanks,

Debtors,

Case No. 04-31214

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 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 F150 Supercrew 4WD 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 Chapter 13 Plan. Movant requests relief under §362(d)(2). The Debtors have no equity in the collateral, and the collateral is not necessary to an effective reorganization.

7. Movant 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 PUBLIC SAFETY  
DRIVER & VEHICLE SERVICES DIV  
445 MINNESOTA ST., ST. PAUL, MN

CONFIRMATION OF LIEN PERFECTION - DEBTOR NAME AND ADDRESS

Permit No. 171  
St. Paul, MN

**SHANKS STEPHEN MICHAEL**  
**1347 APPLGATE LN**  
**SHAKOPEE MN 55379**

**KNF484**

<b>03</b> Year	<b>FORD</b> Make	<b>CWCOF</b> Model	<b>C0340R212</b> Title NR.
<b>1FTRW08LX3KA47176</b> VIN		<b>01/15/03</b> Security Date	<b>NO</b> Rebuilt

**1ST SECURED PARTY**

**LIEN HOLDER**

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

**FORD MOTOR CR CO**  
**PO BOX 105704**  
**ATLANTA GA 30348-5704**

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**EXHIBIT A**

<b>MINNESOTA SIMPLE INTEREST VEHICLE RETAIL INSTALLMENT CONTRACT</b>		DATE 01/15/2003
Buyer (and Co-Buyer) Name and Address (including County and Zip Code) STEPHEN MICHAEL SHANKS 1347 APPLEGATE LANE SHAKOPEE SCOTT MN 55379		CREDITOR (Seller Name and Address) APPLE FORD, SHAKOPEE P.O. BOX 240419 APPLE VALLEY MN 55124

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 TRUCK	F150 SERIES		1FTRW0BLX3KA47176	<input checked="" type="checkbox"/> Personal <input type="checkbox"/> Agricultural <input type="checkbox"/> Commercial

Trade-in 2002 FORD \$ 1400.00 19454.56  
Year and Make Gross Allowance Amount Owning

**ITEMIZATION OF AMOUNT FINANCED**

- Cash Price \$ 33400.00
- Down Payment  
Third Party Rebate Assigned to Creditor \$ N/A  
Cash Down Payment \$ N/A  
Trade-in (description above) \$ 0.00  
Total Down Payment \$ 0.00
- Unpaid Balance of Cash Price (1 minus 2) \$ 33400.00
- Amounts Paid On Your Behalf (Seller may be retaining a portion of these amounts)  
To Public Officials  
(i) for license, title & registration fees \$ 418.50  
(ii) for filing fees \$ 7.00  
(iii) for taxes (not in Cash Price) \$ 1261.00 \$ 1686.50  
To Insurance Companies for:  
Credit Life Insurance \$ N/A  
Credit Disability Insurance \$ N/A  
To APPLE FORD, SHAKOPEE DOC FEE \$ 25.00  
To FMCC for NET TRADE-IN PAYOFF \$ 5464.56  
Total \$ 7176.06  
5. Amount Financed (3 plus 4) \$ 40576.06

**INSURANCE**

YOU MAY OBTAIN VEHICLE INSURANCE FROM A PERSON OF YOUR CHOICE.

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED.

CREDIT LIFE, CREDIT DISABILITY AND OTHER OPTIONAL INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT AND WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE PREMIUM.

Credit Life Insurer \$ N/A Premium Insured(s) Signature(s)

Disability Insurer \$ N/A Premium Insured Signature

Other Optional Insurance Term Insurer \$ N/A Premium Signature

**FEDERAL TRUTH-IN-LENDING DISCLOSURES**

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
3.90%	\$ 4222.56	40576.06	44799.00	44799.00

Payment Schedule —  Number of payments Amount of Each payment When Payments are due

Your payment schedule will be: 59 \$ 746.65 monthly starting 03/01/2003

1 final \$ 746.65

Prepayment: If you pay off your debt early, you will not have to pay a penalty.  
Security interest: You are giving a security interest in the vehicle being purchased.  
Contract: Please see this contract for additional information on security interest, nonpayment, default, the right to require repayment of your debt in full before the scheduled date, and prepayment penalty.

COMMERCIAL OR AGRICULTURAL USE CONTRACTS: If you purchased the vehicle for commercial or agricultural use, you must pay a late charge on the portion of each payment received more than 10 days late of 7.5 percent of the late amount or \$50.00, whichever is less.

Any change in this contract must be in writing and signed by you and the Creditor.

Buyer Signs: *[Signature]* Co-Buyer Signs: X

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.

Buyer Signs: *[Signature]* (Co) Buyer Signs: X

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: FJF

FC 17622-SI Aug 02 (Previous editions may NOT be used.) SEE BACK FOR ADDITIONAL AGREEMENTS Program No. \_\_\_\_\_

EXHIBIT B



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

ORIGINAL

ADDITIONAL AGREEMENTS

A. Payments: You must make all payments when they are due... You may prepay your debt at any time without penalty...

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...

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 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.

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.

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.

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.

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.

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.

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.

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.

\*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.

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.

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./Endeavour, at 1-800-448-1660, or www.jamsadr.com;
- National Arbitration Forum, at 1-800-474-2371, or www.arb-forum.com.

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

	DEALER	58B 020   VIN 1PTRW08LX3KA47176	SUGGESTED RETAIL PRICE	AMOUNT
F15U 4X4 CREW CAB LARIAT-139			32855.00	28701.00
2003 MODEL YEAR				
UA BLACK CLEARCOAT				
AQ ARIZONA BEIGE CLEARCOAT ACCENT				
JH MEDIUM PARCHMENT LEATHER CPTMS				
PREFERRED EQUIPMENT PKG.508A				
.LARIAT SERIES				
.POWER SIGNAL MIRRORS				
.ELECTRONIC AUTO TEMP CONTROL				
.DUAL MEDIA RADIO				
99L 5.4L EFI V8 ENGINE			800.00	680.00
44U .ELECTRONIC 4-SPD AUTO O/D			NC	NC
6750# GVWR PACKAGE				
B3R FX4 PACKAGE DISCOUNT				
CREDIT W/ENGINE BLOCK HEATER			55.00-	47.00-
153 FRONT LICENSE PLATE BRACKET			NC	NC
41H ENGINE BLOCK HEATER			NC	NC
43M POWER MOONROOF			810.00	688.00
435 POWER SLIDING REAR WINDOW			245.00	208.00
535 TRAILER TOWING GROUP, CLASS III			350.00	298.00
55R FX4 OFF ROAD EQUIP GROUP			860.00	731.00
.3.73 RATIO LIMITED SLIP AXLE				
.SKID PLATES				
.17" CAST ALUMINUM WHEELS (4)				
.RANCHO SHOCKS				
63E PICKUP BED EXTENDER			195.00	166.00
J LEATHER CAPTAIN'S CHAIRS			490.00	417.00
90H HEATED FRONT SEATS			245.00	208.00
954 LOWER TWO-TONE PAINT			225.00	192.00
"RESIDENCY RESTRICTIONS APPLY TO DISCOUNTS/SAVINGS - SEE DEALER FOR DETAILS."				
TOTAL VEHICLE & OPTIONS			37020.00	32242.00
DESTINATION & DELIVERY			740.00	740.00
TOTAL BEFORE DISCOUNTS			37760.00	32982.00
FX4 PACKAGE DISCOUNT			155.00-	132.00-
TOTAL SAVINGS			155.00-	132.00-
SCHEDULE A (MEMO)			.00	
TOTAL FOR VEHICLE			37605.00	
09 U.S. GAL GAS FACTORY PRICED DORA				15.84
BATCH-ID 2J03106252 N RB 2X				
PRICE LEVEL 315350W08				
VIN: 1PTRW08LX3KA47176				
SHIPPING WEIGHT 4987 LBS.				

SHANKS, S  
33850412

# EXHIBIT C

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

DAFLMOA ASSESSMENT	INVOICE TOTAL	LESS HOLDBACK FOR DEALER ACCOUNT	LESS APPROX. FINANCING COST FOR DEALER ACCOUNT	MEMO: INVOICE LESS HOLDBACK & FIN. COST	A & D PLAN 31621.84
140.00	33005.84	1106.00	165.00	31734.84	X PLAN 33036.71

1106.00 120.00 3409.00 .00 986.00 28536.00

Apple Valley Ford 58B020  
P.O. BOX 240299  
Apple Valley MN 55124  
T.O. 78 STATE  
2 6 MN CA15

DATE INV. PREPARED 09 03 02 ITEM NUMBER 58-A051 TRIM JM 02  
SHIP THROUGH

VEHICLE & UNIT IDENTIFICATION NO. 1PTRW08LX3KA47176 FINAL ASSEMBLY POINT KANSAS CITY FINAL COMPANY AND/OR BANK Ford Motor Credit 000001

Trade-In	BODY TYPE	Model No.	Loan	Retail	Trade-In	BODY TYPE	Model No.	Loan	Retail
5500	Swepline 6 1/2'	C16*	4950	7300	13850	Wagon 2D Sport XLT	U60	12475	16475
5600	Swepline 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	21900	Wagon 4D Eddie Bauer	U64	18900	24225
<b>1997 RAM 2500-3/4 Ton-V8 MC: III</b>					21350	Wagon 4D Limited	U65	19225	24575
6600	Swepline HD 8'	C26*	5950	8525	14650	2D Sport XLS 4WD	U70	13200	17325
7800	Club Cab HD 6 1/2'	C23*	7025	9850	15850	2D Sport XLT 4WD	U70	14100	18375
7900	Club Cab HD 8'	C23*	7125	9950	17500	XLS 4WD/AWD	U72/82	15750	20475
<b>1997 RAM 3500-1 Ton-V8-DRW MC: III</b>					19750	XLT 4WD/AWD	U73/83	17775	22875
7850	Swepline 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	300	Add 3rd Row Seat	300	350
175	Add Sport Trim	175	200	500	Add 4.6L V8 Engine	500	575	450	Add Leather Seats	450	500
1700	Add 4 Wheel Drive	1700	1900	300	Add Pioneer/Audiophile Sys. (Std. Eddie Bauer, Ltd.)	300	350	300	Add Leather Seats (Std. Eddie Bauer, Ltd.)	300	350
2250	Add 5.9L T-Diesel Eng	2250	2475	200	Add Power Seat (Std. U63/73/83, EB, Ltd)	200	225	600	Add Power Sunroof	600	675
425	Add 8.0L V10 Eng	425	475	300	Add Rear Air Conditioning	300	350	300	Add Rear Entertainment Sys	300	350
50	Add Alum/Alloy Wheels	50	75	100	Add Theft Recovery System	100	125	575	Deduct W/out AT	575	575
200	Add Leather Seats	200	225	200	Deduct W/out Cruise	200	200	150	Deduct W/out Tilt	150	150
75	Add Power Seat	75	100								
400	Deduct V6 Eng (Ex. "WS")	400	400								
400	Deduct W/out Air Cond	400	400								
300	Deduct W/out AT	300	300								
75	Deduct W/out Cruise	75	75								

**FORD**

\* Model #'s vary with 4WD/AWD. See Truck Page 2.

FORD					2003 EXPEDITION-1/2 Ton-V8 MC: IV							
2003 ESCAPE-V6 MC: II	13050	Utility 4D XLS	U02	11750	15625	21750	Utility XLT	U15	19575	25000		
14650	Utility 4D XLT	U03	13200	17325	21750	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	400	Add Audiophile Stereo Sys. (Std. Eddie Bauer)	400	450
18700	Utility 4D Limited 4WD	U94	16850	21775	550	Add Leather Seats (Std. Eddie Bauer)	550	625	275	Add Power 3rd Row Seat	275	325
300	Add A/A Wheels (XLS)	300	350	700	Add Power Sunroof	700	800	650	Add Rear Entertainment Sys	650	725	
450	Add Leather Seats	450	500	100	Add Theft Recovery System	100	125	400	Deduct 4.6L V8 Eng	400	400	
300	Add MACH Stereo Sys*	300	350	300	Deduct W/out 3rd Row Seat	300	300	300	Deduct W/out Rear Air	300	300	
600	Add Power Sunroof	600	675									
100	Add Theft Recovery System	100	125									
725	Deduct 4 Cyl. Eng	725	725									
575	Deduct W/out AT	575	575									
200	Deduct W/out Cruise	200	200									
*Std. Limited					<b>2003 EXCURSION-3/4 Ton-V10 MC: IV</b>							
2003 EXPLORER SPORT TRAC-V6 MC: II	17650	Utility 4D XLS	U67	15900	20650	23550	Utility XLT	U40	21200	26925		
18650	Utility 4D XLT	U67	16800	21700	26050	Utility Eddie Bauer	U44	23275	29375			
19450	Utility 4D XLS 4WD	U77	17525	22575	25650	Utility Limited	U42	23450	29575			
20450	Utility 4D XLT 4WD	U77	18425	23625	27950	Utility XLT 4WD	U41	23100	29150			
2003 EXPLORER-V6 MC: II	12850	Wagon 2D Sport XLS	U60	11575	15400	28150	Utility Eddie Bauer 4WD	U45	25175	31725		
							Utility Limited 4WD	U43	25350	31950		
							Add 6.0L T-Diesel Eng					
							Add 7.3L T-Diesel Eng	4375	4600			

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				
<b>2003 WINDSTAR-V6 MC: II</b>					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	150	Add Alum/Alloy Wheels	150	175				
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	150	Add Theft Recovery System	100	125					
300	Add A/A Wheels (4D LX)	300	350	725	Deduct 4 Cyl. Eng	725	725					
150	Add CD (Van, Wgn 3D/4D)	150	175	675	Deduct W/out Air Cond	675	675					
200	Add Pwr Seat (4D LX)	200	225	575	Deduct W/out AT	575	575					
300	Add Rear Air (3D/4D, LX 4D)	300	350	<b>2003 F150-1/2 Ton-V8 MC: III</b>								
650	Add Rear Entertainment Sys	650	725	11400	Style XL "WS" 6 3/4'	F17*	10275	13825				
100	Add Theft Recovery System	100	125	11500	Style XL "WS" 8'	F17*	10350	13925				
200	Deduct W/out Cruise	200	200	12900	Style XL 6 3/4'	F17*	11625	15450				
				13000	Style XL 8'	F17*	11700	15550				
				13600	Flareside XL 6 3/4'	F07*	12250	16200				
				25800	Lightning 6 3/4'	F073	23225	29325				
				15500	S-Cab XL "WS" 6 3/4'	X17*	13950	18225				
				15600	S-Cab XL "WS" 8'	X17*	14050	18325				
				17000	Supercab XL 6 3/4'	X17*	15300	19825				
				17100	Supercab XL 8'	X17*	15400	20050				
				17700	Flare Super XL 6 3/4'	X07*	15950	20700				
				20850	Flare SC K-Ranch 6 3/4'	X07*	18775	24050				
				17550	E350 Ext. Wagon	S31	15800	20550				
				900	Add Chateau Trim	900	1000	20200	XLT 5 1/2'	W07*	18200	23350
				700	Add XLT Trim	700	800	21700	Lariat 5 1/2'	W07*	19550	24950
				625	Add 6.8L V10 Eng	625	700	22450	King Ranch 5 1/2'	W07*	20225	25775
				4100	Add 7.3L T-Diesel Eng	4100	4325	28400	Harley 5 1/2'	W073	25575	32200
				350	Add Alum/Alloy Wheels	350	400	<b>2003 F250 SUPER DUTY-3/4 Ton-V8 MC: III</b>				
				175	Add CD Player	175	200	16950	Style XL 8'	F20*	15275	19775
				500	Add Leather Seats	500	575	20250	Supercab XL 6 3/4'	X20*	18225	23425
				225	Add Power Seat	225	250	20350	Supercab XL 8'	X20*	18325	23525
				300	Add Rear Air Cond (Std. E350 Ext. Wagon)	300	350	22250	Crew Cab XL 6 3/4'	W20*	20025	25550
				650	Add Rear Entertainment Sys	650	725	22350	Crew Cab XL 8'	W20*	20125	25675
				100	Add Theft Recovery System	100	125	<b>2003 F350 SUPER DUTY-1 Ton-V8 MC: III</b>				
				775	Deduct V6 Eng	775	775	17800	Style XL 8'	F30*	16025	20800
				225	Deduct W/out Cruise	225	225	21100	Supercab XL 6 3/4'	X30*	19000	24325
				175	Deduct W/out Pwr Locks	175	175	21200	Supercab XL 8'	X30*	19100	24425
				225	Deduct W/out Pwr Wind	225	225	23200	Crew Cab XL 6 3/4'	W30*	20800	26450
								23200	Crew Cab XL 8'	W30*	20900	26575

2003 RANGER-1/2 Ton-V6 MC: II					F SERIES PICKUP OPTIONS							
8750	Style XL	R10*	7875	10900	1150	Add Heritage Trim (Ex. XLT)	1150	1300	2250	Add King Ranch Trim (Super Duty)	2250	2475
8850	Style XL LB	R10	7975	11000	1500	Add Lariat Trim (XL)	1500	1675	350	Add STX Trim	350	400
9150	Flareside	R10*	8250	11325	725	Add XLT Trim (XL)	725	825	300	Add FX4 Off-Road Pkg	300	350
10875	Style Supercab 2D	R14*	9800	13175								
11550	Style Supercab 4D	R44*	10400	13975								
11275	Flare Supercab 2D	R14*	10150	13675								

SEE TRUCK OPTION PAGE FOR ADDITIONAL OPTIONS  
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TRUCKS

TRUCKS

Trade-In	BODY TYPE	Model No.	Loan	Retail	Trade-In	BODY TYPE	Model No.	Loan	Retail
2850	Add 4 Wheel Drive		2850	3075	<b>EXPLORER SPORT TRAC/EXPLORER OPTIONS</b>				
	Add 6.0L T-Diesel Eng.				275	Add 3rd Row Seat		275	325
625	Add 6.8L V10 Eng.		625	700	450	Add 4.6L V8 Engine		450	500
5000	Add 7.3L T-Diesel Eng.		5000	5225	125	Add CD Player (XLS)		125	150
975	Add 7700 Payload Pkg (F150)		975	1100	400	Add Leather Seats (Std. Eddie Bauer, Ltd.)		400	450
350	Add Alum/Alloy Wheels (Std. S-Crew, Lightning, King Ranch)		350	400	250	Add Pioneer Stereo Sys (Sport/Sport Trac)		250	300
350	Add Audiophile Stereo Sys		350	400	175	Add Power Seat (Std. XLT, E. Bauer, Ltd.)		175	200
175	Add Compact Disc Player (Std. S-Crew, Lightning, King Ranch)		175	200	550	Add Power Sunroof		550	625
725	Add Dual Rear Whls		725	825	275	Add Rear Air Conditioning		275	325
500	Add Leather Seats*		500	575	75	Add Theft Recovery System		75	100
225	Add Power Seat*		225	250	175	Deduct W/out AT		175	175
650	Add Power Sunroof		650	725	125	Deduct W/out Tilt		125	125
650	Add Rear Entertainment Sys		650	725	<b>2002 EXPEDITION-1/2 Ton-V8 MC: IV</b>				
100	Add Theft Recovery System		100	125	18100	Utility XLT	U15	16300	21125
775	Deduct V6 Eng		775	775	21600	Eddie Bauer	U17	19450	24850
725	Deduct W/out Air Cond		725	725	20100	Utility XLT 4WD	U16	18100	23250
625	Deduct W/out AT		625	625	23600	Eddie Bauer 4WD	U18	21250	27000
225	Deduct W/out Cruise		225	225	175	Add CD (Std. Eddie Bauer)		175	200
175	Deduct W/out Tilt		175	175	475	Add Leather Seats (Std. Eddie Bauer)		475	550
*Std. Light, S-Crew Lariat/Harley, K-Ranch					650	Add Power Sunroof		650	725
<b>FORD</b>					550	Add Rear Entertainment Sys		550	625
<b>2002 ESCAPE-V6 MC: II</b>					75	Add Theft Recovery System		75	100
11525	Utility 4D XLS	U01	10375	13950	375	Deduct 4.6L V8 Eng		375	375
13075	Utility 4D XLT	U03	11775	15650	275	Deduct W/out 3rd Row Seat		275	275
13225	Utility 4D XLS 4WD	U02	11925	15800	275	Deduct W/out Rear Air		275	275
14775	Utility 4D XLT 4WD	U04	13300	17450	<b>2002 EXCURSION-3/4 Ton-V10 MC: IV</b>				
250	Add A/A Wheels (XLS)		250	300	19600	Utility XLT	U40	17650	22725
400	Add Leather Seats		400	450	21900	Utility Limited	U42	19725	25175
250	Add MACH Stereo Sys		250	300	21600	Utility XLT 4WD	U41	19450	24850
550	Add Power Sunroof		550	625	23900	Utility Limited 4WD	U43	21525	27300
75	Add Theft Recovery System		75	100	3350	Add 7.3L T-Diesel Eng		3350	3575
675	Deduct 4 Cyl. Eng		675	675	550	Add Rear Entertainment Sys		550	625
525	Deduct W/out AT		525	525	75	Add Theft Recovery System		75	100
175	Deduct W/out Cruise		175	175	575	Deduct 5.4L V8 Eng		575	575
<b>2002 EXPLORER SPORT TRAC-V6 MC: II</b>					475	Deduct W/out Leather		475	475
15975	Utility 4D	U67	14400	18725	225	Deduct W/out Pwr Seat		225	225
17675	Utility 4D 4WD	U77	15925	20675	<b>2002 WINDSTAR-V6 MC: II</b>				
<b>2002 EXPLORER-V6 MC: II</b>					8000	Cargo Van	A54	7200	10075
10950	Wagon 2D Sport	U60	9875	13250	10000	Wagon 3D LX	A50	9000	12250
12950	Wagon 4D XLS	U62	11675	15500	11300	Wagon 4D LX	A51	10175	13700
15100	Wagon 4D XLT	U63	13600	17800	13300	Wagon SE	A52	11975	15875
17700	Wagon 4D Eddie Bauer	U64	15950	20700	16200	Wagon SEL	A53	14600	18975
18000	Wagon 4D Limited	U65	16200	21025	17200	Wagon Limited	A58	15500	20175
12650	Wagon 2D Sport 4WD	U70	11400	15200	600	Add 2-Pwr Sliding Doors (Std. SEL, Ltd.)		600	675
14650	Wagon 4D XLS 4WD	U72	13200	17325	250	Add A/A Wheels (4D LX)		250	300
16800	Wagon 4D XLT 4WD	U73	15125	19600	125	Add CD (Van, LX)		125	150
19400	Eddie Bauer 4WD	U74	17475	22500	175	Add Pwr Seat (4D LX)		175	200
19700	Limited 4WD	U75	17750	22825	275	Add Rear Air (4D LX)		275	325

SEE TRUCK OPTION PAGE FOR ADDITIONAL OPTIONS  
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Trade-In	BODY TYPE	Model No.	Loan	Retail	Trade-In	BODY TYPE	Model No.	Loan	Retail
550	Add Rear Entertainment Sys		550	625	9625	Style XL "WS" 8'	F17*	8675	11850
75	Add Theft Recovery System		75	100	10975	Styleside XL 6 3/4'	F17*	9900	13300
175	Deduct W/out Cruise		175	175	11075	Styleside XL 8'	F17*	9975	13475
125	Deduct W/out Tilt		125	125	11625	Flare Side XL 6 3/4'	F07*	10475	14050
<b>2002 E SERIES VAN-1/2-1 Ton-V8 MC: III</b>					23275	Lightning 6 3/4'	F073	20950	26650
11400	E150 Cargo	E14	10275	13825	13425	S-Cab XL "WS" 6 3/4'	X17*	12100	16025
13400	E150 Wagon	E11	12075	15975	13525	S-Cab XL "WS" 8'	X17*	12175	16125
16500	E150 Wgn Traveler	E11	14850	19300	14875	Supercab XL 6 3/4'	X17*	13400	17550
11900	E250 Cargo	E24	10725	14350	14975	Supercab XL 8'	X17*	13500	17675
12650	E250 Ext. Cargo	S24	11400	15200	15525	Flare Super XL 6 3/4'	X07*	13975	18250
12400	E350 Cargo	E34	11175	14925	17675	S-Cab King Ranch 6 3/4' X17*	F073	15925	20675
14400	E350 Wagon	E31	12975	17050	<b>2002 F150 SUPERCREW-1/2 Ton-V8 MC: III</b>				
13150	E350 Ext. Cargo	S34	11850	15725	18175	XL T 5 1/2'	W07*	16375	21200
15150	E350 Ext. Wagon	S31	13650	17850	19500	Lariat 5 1/2'	W07*	17550	22625
18250	E350 Wgn Traveler	S31	16425	21275	20150	King Ranch 5 1/2'	W07*	18150	23300
800	Add Chateau (Ex. Traveler)		800	900	25975	Harley 5 1/2'	W073	23400	29500
650	Add XLT (Ex. Traveler)		650	725	<b>2002 F250 SUPER DUTY-3/4 Ton-V8 MC: III</b>				
575	Add 6.8L V10 Eng		575	650	14825	Styleside XL 8'	F20*	13350	17500
3775	Add 7.3L T-Diesel Eng		3775	4000	17925	Supercab XL 6 3/4'	X20*	16150	20950
300	Add Alum/Alloy Wheels*		300	350	18025	Supercab XL 8'	X20*	16225	21050
150	Add CD Player*		150	175	19825	Crew Cab XL 6 3/4'	W20*	17850	22950
200	Add Power Seat*		200	225	19925	Crew Cab XL 8'	W20*	17950	23075
275	Add Rear Air Cond*		275	325	<b>2002 F350 SUPER DUTY-1 Ton-V8 MC: III</b>				
75	Add Theft Recovery System		75	100	15675	Styleside XL 8'	F30*	14125	18400
725	Deduct V6 Eng		725	725	18775	Supercab XL 6 3/4'	X30*	16900	21850
200	Deduct W/out Cruise		200	200	18875	Supercab XL 8'	X30*	17000	21950
150	Deduct W/out Pwr Locks		150	150	20675	Crew Cab XL 6 3/4'	W30*	18625	23875
200	Deduct W/out Pwr Wind		200	200	20775	Crew Cab XL 8'	W30*	18700	23975
*Std. Traveler					<b>F SERIES PICKUP OPTIONS</b>				
<b>2002 RANGER-1/2 Ton-V6 MC: II</b>					1350	Add Lariat Trim (XL)		1350	1500
7325	Styleside	R10*	6600	9325	675	Add XLT Trim (XL)		675	750
7425	Styleside LB	R10	6700	9450	225	Add FX4 Off-Road Pkg		225	250
7700	Flare Side	R10*	6950	9750	2700	Add 4 Wheel Drive		2700	2925
9375	Style Supercab 2D	R14*	8450	11575	575	Add 6.8L V10 Eng		575	650
9975	Style Supercab 4D	R44*	9000	12225	4100	Add 7.3L T-Diesel Eng		4100	4325
9750	Flare Supercab 2D	R14*	8775	11975	900	Add 7700 Payload Pkg (F150)		900	1000
10350	Flare Supercab 4D	R44*	9325	12625	<b>300 Add Alum/Alloy Wheels (Std. S-Crew, Lightning, King Ranch)</b>				
700	Add Edge Trim (Std. Tremor)		700	800	300	Add Alum/Alloy Wheels (Std. S-Crew, Lightning, King Ranch)		300	350
550	Add XLT Trim		550	625	150	Add Compact Disc Player (Std. S-Crew, Lightning, King Ranch)		150	175
900	Add FX4 Off-Road Pkg		900	1000	675	Add Dual Rear Whls		675	750
950	Add Tremor Pkg		950	1075	450	Add Leather Seats*		450	500
2750	Add 4 Wheel Drive		2750	2975	200	Add Power Seat*		200	225
250	Add Alum/Alloy Wheels		250	300	600	Add Power Sunroof		600	675
125	Add CD Player		125	150	550	Add Rear Entertainment Sys		550	625
175	Add Cruise Control		175	200	75	Add Theft Recovery System		75	100
125	Add Power Door Locks		125	150	725	Deduct V6 Eng		725	725
175	Add Power Windows		175	200	675	Deduct W/out Air Cond		675	675
75	Add Theft Recovery System		75	100	575	Deduct W/out AT		575	575
125	Add Tilt Wheel		125	150	200	Deduct W/out Cruise		200	200
675	Deduct 4 Cyl. Eng		675	675	150	Deduct W/out Tilt		150	150
625	Deduct W/out Air Cond		625	625	<b>2002 F150-1/2 Ton-V8 MC: III</b>				
525	Deduct W/out AT		525	525	9525	Style XL "WS" 6 3/4'	F17*	8575	11725

SEE TRUCK OPTION PAGE FOR ADDITIONAL OPTIONS  
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TRUCKS

TRUCKS

## 2 Light-Duty Truck Shared Options

VALUES SHOWN BELOW ARE TO BE ADDED TO TRUCK'S GUIDEBOOK VALUE.  
TRIM LEVEL VALUES DO NOT INCLUDE THE FOLLOWING EQUIPMENT.

		2003	2002	2001	2000	1999	1998	1997
Captain Chairs-2	Trade-In/Loan	200	175	150	125	100	75	50
	Retail	225	200	175	150	125	100	75
Captain Chairs-4	Trade-In/Loan	400	350	300	250	225	175	125
	Retail	450	400	350	300	250	200	150
Auxiliary Fuel Tank	Trade-In/Loan	175	150	125	100	50		
	Retail	200	175	150	125	75		
Roll Bar (Pickups)	Trade-In/Loan	225	200	175	150	125	100	75
	Retail	250	225	200	175	150	125	100
Bed Liner	Trade-In/Loan	200	175	150	125	100	75	50
	Retail	225	200	175	150	125	100	75
Bed Liner-Spray On	Trade-In/Loan	200	175	150	125	100	75	50
	Retail	225	200	175	150	125	100	75
Luggage Rack	Trade-In/Loan	75	50	50				
	Retail	100	75	75				
Running Boards	Trade-In/Loan	175	150	125	100	75	50	
	Retail	200	175	150	125	100	75	
Fiberglass Cap (Pickups)	Trade-In/Loan	400	350	300	250	225	175	125
	Retail	450	400	350	300	250	200	150
Towing/Camper Pkg.	Trade-In/Loan	200	175	150	125	100	75	50
	Retail	225	200	175	150	125	100	75
Winch	Trade-In/Loan	400	350	300	250	200	150	100
	Retail	450	400	350	300	225	175	125
Snow Plow Pkg./Plow	Trade-In/Loan	1150	1075	975	900	800	700	625
	Retail	1300	1200	1100	1000	900	800	700

Model numbers may vary with AWD, 4WD and/or DRW. See below for variations.

### CHEVROLET - GMC - OLDSMOBILE - PONTIAC

4WD/AWD models have the following letter as the 1st position of the Model #:

ASTRO/SAFARI  
C SERIES-SILVERADO/SIERRA  
S10/SONOMA PICKUP  
MINIVANS  
G-SERIES VANS

L  
K  
T  
V  
H

### CHRYSLER - DODGE - PLYMOUTH

4WD/AWD models have the following letter as the 1st position of the Model #:

DAKOTA  
RAM PICKUP  
MINIVANS

G  
F or U  
T

### FORD

4WD/AWD/DRW models have the following numbers:

AEROSTAR  
RANGER  
F SERIES (1998-1997)  
F SERIES (2003-1999)  
F 350 2WD DRW (2003-1999)  
F 350 4WD DRW (2003-1999)

4 as the 2nd position of the Model #  
1 or 5 as the 3rd position of the Model #  
6 or 8 as the 3rd position of the Model #  
1 or 8 as the 3rd position of the Model #  
2 as the 3rd position of the Model #  
3 as the 3rd position of the Model #

## ACURA 3

Trade-In	BODY TYPE	Model No.	Loan	Retail	Trade-In	BODY TYPE	Model No.	Loan	Retail
<b>ACURA</b>									
<b>ACURA</b>									
<b>2003 MDX-V6-4WD MC: IV</b>									
30525	Utility 4D	D182	27475	34450	50725	Utility 4D 4.6is	FB93	45675	56225
32525	Utility 4D Touring	D18(6/8)	29275	36750	975	Add Sport Pkg (Std. 4.6is)		975	1100
33175	Utility Touring DVD	D18(7/9)	29875	37450	350	Add BMW Premium Stereo (Std. 4.6is)		350	400
			100	125	650	Add Power Sunroof (Std. 4.6is)		650	725
					275	Add Rear Air (3.0i)		275	325
					75	Add Theft Recovery System		75	100
					625	Deduct W/out AT		625	625
					475	Deduct W/out Leather		475	475
<b>ACURA</b>									
<b>2002 MDX-V6-4WD MC: IV</b>									
28750	Utility 4D	D18(2/4)	25875	32575	<b>BMW</b>				
30250	Utility 4D Touring	D18(6/8)	27225	34175	<b>2001 X5-16/V8-4WD MC: IV</b>				
			75	100	27800	Utility 4D 3.0i	FA53	25025	31900
					32850	Utility 4D 4.4i	FB33	29575	37350
								900	1000
								300	350
								150	175
								600	675
								250	300
								75	100
								575	575
								450	450
<b>ACURA</b>									
<b>1999 SLX-V6-4WD MC: IV</b>									
9875	Utility 4D	DJ58	8900	12100	<b>BMW</b>				
<b>ACURA</b>									
<b>1998 SLX-V6-4WD MC: IV</b>									
8250	Utility 4D	DJ58	7425	10350	<b>2000 X5-V8-4WD MC: IV</b>				
<b>ACURA</b>									
<b>1997 SLX-V6-4WD MC: IV</b>									
5850	Utility 4D	DJ58	5275	6750	<b>29000</b> Utility 4D 4.4i				
6800	Utility 4D Premium	DJ58	6125	8750	FB33 26100 33175				
					800 Add Sport Pkg				
					250 Add BMW Premium Stereo				
					125 Add CD Player				
					550 Add Power Sunroof				
					50 Add Theft Recovery System				

## BMW

Trade-In	BODY TYPE	Model No.	Loan	Retail
<b>BMW</b>				
<b>2003 X5-16/V8-4WD MC: IV</b>				
37825	Utility 4D 3.0i	FA53	34050	42350
44925	Utility 4D 4.4i	FB33	40450	49825
58025	Utility 4D 4.6is	FB93	52225	63650
1075	Add Sport Pkg (Std. 4.6is)		1075	1200
400	Add BMW Premium Stereo (Std. 4.6is)		400	450
700	Add Power Sunroof (Std. 4.6is)		700	800
300	Add Rear Air (3.0i)		300	350
100	Add Theft Recovery System		100	125
675	Deduct W/out AT		675	675
550	Deduct W/out Leather		550	550

Trade-In	BODY TYPE	Model No.	Loan	Retail
<b>BMW</b>				
<b>2002 X5-16/V8-4WD MC: IV</b>				
32500	Utility 4D 3.0i	FA53	29250	37000
38025	Utility 4D 4.4i	FB33	34225	42825

## BUICK

Trade-In	BODY TYPE	Model No.	Loan	Retail
<b>BUICK</b>				
<b>2003 RENDEZVOUS-V6 MC: II</b>				
13900	Utility 4D CX	A03	12525	16525
15700	Utility 4D CXL	A03	14150	18425
16400	Utility 4D CX (AWD)	B03	14775	19175
18200	Utility 4D CXL (AWD)	B03	16400	21225
300	Add 3rd Row Seat		300	350
300	Add A/A Wheels (CX)		300	350
450	Add Leather (Std. CXL)		450	500
200	Add Power Seat (Std. CXL)		200	225
600	Add Power Sunroof		600	675
150	Add Rear Entertainment Sys		150	175
100	Add Theft Recovery System		100	125

Trade-In	BODY TYPE	Model No.	Loan	Retail
<b>BUICK</b>				
<b>2002 RENDEZVOUS-V6 MC: II</b>				
12725	Utility 4D CX	A03	11475	15275
14975	Utility 4D CX (AWD)	B03	13500	17675
16575	Utility 4D CXL (AWD)	B03	14925	19375

SEE TRUCK OPTION PAGE FOR ADDITIONAL OPTIONS  
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TRUCKS



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
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Show Details

Claims

Creditor Name	Clm Num	Last Pymt	Cls	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
		<b>Total</b>	<b>\$285.00</b>	<b>\$0.00</b>	<b>\$285.00</b>
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
		<b>Total</b>	<b>\$1,807.15</b>	<b>\$0.00</b>	<b>\$1,807.15</b>

EXHIBIT D

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

9/20/2004

Clm	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
		<b>Total</b>	<b>\$3,451.25</b>	<b>\$0.00</b>	<b>\$3,451.25</b>

04-01209-0

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. 33850412.
2. The Debtor owes the Creditor \$30,507.83, payoff amount as of September 17, 2004
3. The debt owed to the Creditor is secured by a perfected lien on a 2003 Ford F150 Supercrew 4WD vehicle.
4. Creditor's claim is to be paid through disbursements on the Chapter 13 plan payments from the Trustee; Debtors are in arrears on such plan payments having failed to make the payment for August 2004 and no payment made for September 2004 either.
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

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Chapter 13 Case

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**MEMORANDUM OF FACT AND LAW**

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

**FACTS**

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

The total net balance due on the Contract is \$30,507.83 as of September 17, 2004. As of the date of filing, the collateral had an NADA retail value of \$30,400.00. 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.

Pursuant to 11 U.S.C. §362(d)(2), relief from the automatic stay is also appropriate if the Debtor has no equity in the property and the property is not necessary to an effective reorganization. See, In re Gellert, 55 B.R. 970 (Bkrcty. D.N.H. 1983). In the present case, the balance due Movant on the Contract is \$30,507.83. It appears Debtor has no equity in the collateral. No evidentiary hearing is required on the issue of equity unless Debtors dispute it. Powers v. American Honda Finance Corp., 216 B.R. 95, 97 (N.D.N.Y. 1997). Movant believes that the collateral is not necessary to an effective reorganization. Pursuant to 11 U.S.C. §362(g), the burden is on the Debtor to establish that this collateral is necessary to an effective reorganization.

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

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

Case No. 04-31214

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 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

04-01209-0

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA

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

Case No. 04-31214

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 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 F150 Supercrew 4WD vehicle, VIN 1FTRW08LX3KA47176  
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