
In Re:
Bradley William Vreeman
and Jennifer Lee Vreeman,
Debtors,

Case No. 04-33458

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 September 20, 2004 at 10:30 AM o'clock, in Courtroom No. 228B, at the United States Courthouse, 316 North Robert Street, St. Paul, MN.
3. Any response to this motion must be filed and delivered not later than September 15, 2004, which is three days before the time set for the hearing (excluding Saturdays, Sundays, and holidays), or filed and served by mail not later than September 9, 2004, which is seven days before the time set for the hearing (excluding Saturdays, Sundays and holidays). **UNLESS A RESPONSE OPPOSING THE MOTION IS TIMELY FILED, THE COURT MAY GRANT THE MOTION WITHOUT A HEARING.**
4. This Court has jurisdiction over this motion pursuant to 28 U.S.C. §§157 and 1334, Fed. R. Bankr. P. 5005 and Local Rule 1070-1. This proceeding is a core proceeding. The petition commencing this case was filed on June 11, 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 Taurus SE 4D Sedan (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 original contract with Movant and under the Chapter 13 Plan. Movant requests relief under §362(d)(2). The Debtors have no equity in the collateral, and the collateral is not necessary to an effective reorganization.
7. Movant gives notice that it may, if necessary, call Vera Shea, 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: August 31, 2004

STEWART, ZLIMEN & JUNGERS, LTD.

/e/ Linda Jeanne Jungers

Linda Jeanne Jungers, Atty ID #5303X

Attorneys for Movant

430 Oak Grove Street #200

Minneapolis, MN 55403

612-870-4100

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

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

VREEMAN BRADLEY WILLIAM OR
VREEMAN JENNIFER LEE
315 WEST HIGH ST
SPRING VALLEY MN 55975

St. Paul, MN

LST700

1ST SECURED PARTY

LIEN HOLDER

03 Year	FORD Make	4DTSE Model	G3250R338 Title NR.
1FAFP53U53G257643 VIN		09/23/03 Security Date	NO Rebuilt

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

FORD MOTOR CREDIT CO
PO BOX 105704
ATLANTA GA 30348-5704

01



EXHIBIT A

Buyer (and Co-Buyer) Name and Address (Including County and Zip Code) CREDITOR (Seller Name and Address)
 BRADLEY WILLIAM VREEMAN ROCHESTER FORD TOYOTA
 315 WEST HIGH ST SPRING VALLEY FILLMORE MN 55975 4900 HWY 52 NORTH
 JENNIFER LEE VREEMAN ROCHESTER MN 55901
 315 WEST HIGH ST SPRING VALLEY FILLMORE MN 55975

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	TAURUS		1FAPP53U53G257643	<input checked="" type="checkbox"/> Personal <input type="checkbox"/> Agricultural <input type="checkbox"/> Commercial

Trade-in 1997 PONTIAC \$ 2200.00 \$ N/A
 Year and Make Gross Allowance Amount Owning

ITEMIZATION OF AMOUNT FINANCED

- Cash Price \$ 14019.00 (1)
- Down Payment
 - Third Party Rebate Assigned to Creditor \$ N/A
 - Cash Down Payment \$ N/A
 - Trade-In (description above) \$ 2200.00
 - Total Down Payment \$ 2200.00 (2)
- Unpaid Balance of Cash Price (1 minus 2) \$ 11819.00 (3)
- Amounts Paid On Your Behalf (Seller may be retaining a portion of these amounts)
 - To Public Officials
 - (i) for license, title & registration fees \$ 288.75 ;
 - (ii) for filing fees \$ N/A ;
 - (iii) for taxes (not in Cash Price) \$ 766.94
 - To Insurance Companies for:
 - Credit Life Insurance \$ N/A
 - Credit Disability Insurance \$ N/A
 - FORD PREMIUM for SERVICE CONTRACT \$ 1450.00
 - ROCHESTER FORD TOYOTA DOC FEE \$ 25.00
 - To _____ for _____ \$ N/A
 - To _____ for _____ \$ N/A
 - Total \$ 2530.69 (4)
- Amount Financed (3 plus 4) \$ 14349.69 (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 _____ Term _____ Insurer _____
 \$ N/A Premium Insured(s) _____
 Signature(s) _____

Disability _____ Term _____ Insurer _____
 \$ N/A Premium Insured _____
 Signature _____

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

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
16.99 % <small>The cost of your credit as a yearly rate</small>	\$ 7181.31 <small>The dollar amount the credit will cost you</small>	\$ 14349.69 <small>The amount of credit provided to you or on your behalf</small>	\$ 21531.00 <small>The amount you will have paid when you have made all scheduled payments</small>	\$ 23731.00 <small>The total cost of your purchase on credit, including your downpayment of \$ 2200.00</small>

Payment Schedule	Number of payments	Amount of Each payment	When Payments are due
Your payment schedule will be:	59	\$ 358.85	monthly starting 11/07/2003
	1 final	\$ 358.85	

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 *Bradley Vreeman* Co-Buyer: X *Jennifer Vreeman*
 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 *Bradley Vreeman* X *Jennifer Vreeman*
 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 ROCHESTER FORD TOYOTA By *Dunham* Title *Finance Manager*

EXHIBIT B

QUESTIONS?



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

A. Payments: You must make all payments when they are due. You may prepay your debt at any time without penalty. This is a simple interest contract. The actual finance charge you agree to pay will depend on your payment patterns. The actual finance charge may exceed the disclosed Finance Charge if you make your payments later than the scheduled dates or in less than the scheduled amount. Your payment will be applied first to the earned and unpaid part of the Finance Charge and then to the unpaid Amount Financed. The Finance Charge is earned by applying the Annual Percentage Rate to the unpaid Amount Financed for the actual time that the unpaid Amount Financed is outstanding.

B. Security Interest: You give the Creditor a security interest in:
1. The vehicle and all parts or other goods put on the vehicle;
2. All money or goods received for the vehicle; and
3. All insurance premiums and service contracts financed for you.

This secures payment of all amounts you owe under this contract. It also secures your other agreements in this contract.

C. Use of Vehicle - Warranties: You must take care of the vehicle and obey all laws in using it. You may not sell or rent the vehicle, and you must keep it free from the claims of others. You will not use or permit the use of the vehicle outside of the United States, except for up to 30 days in Canada or Mexico, without the prior written consent of the Creditor. If the vehicle is of a type normally used for personal use and the Creditor, or the vehicle's manufacturer, extends a written warranty or service contract covering the vehicle within 90 days from the date of this contract, you get implied warranties of merchantability and fitness for a particular purpose covering the vehicle. Otherwise, you understand and agree that there are no such implied warranties.

D. Insurance: You must insure yourself and the Creditor against loss or damage to the vehicle. The type and amount of insurance must be approved by the Creditor. If the Creditor obtains a refund on insurance or service contracts, the Creditor will subtract the refund from what you owe. Whether or not the vehicle is insured, you must pay for it if it is lost, damaged, or destroyed.

If a charge for vehicle insurance is shown on the front, the Creditor will try to buy the coverages checked for the term shown. The Creditor is not liable, though, if he cannot do so. If these coverages cost more than the amount shown for insurance, the Creditor may buy them for a shorter term or he may give you credit for the amount shown. If he cannot buy any insurance, he will give you credit for the amount shown. The credit will be made to the last payments due.

E. Late Payments: You must pay any cost paid by the Creditor to collect any late payment, as allowed by law. Acceptance of a late payment does not excuse your default or mean that you can keep making payments after they are due. The Creditor may take the steps set forth in this contract if there is any default.

F. Default: You will be in default if:

- 1. You do not make a payment when it is due; or
2. You gave false or misleading information on your credit application relating to this contract; or
3. Your vehicle is seized by any local, state, or federal authority and is not promptly and unconditionally returned to you; or
4. You file a bankruptcy petition or one is filed against you; or
5. You do not keep any other promise in this contract.

If you default, the Creditor may require you to pay at once the unpaid Amount Financed, the earned and unpaid part of the Finance Charge, and all other amounts due under this contract. He may repossess (take back) the vehicle, too. He may also take goods found in the vehicle when repossessed and hold them for you.

If the vehicle is taken back, he will send you a notice. The notice will say that you may redeem (buy back) the vehicle. It will also show the amount needed to redeem. You may redeem the vehicle up to the time the Creditor sells it or agrees to sell it. If you do not redeem the vehicle, it will be sold.

The money from the sale, less allowed expenses, will be used to pay the amount still owed on this contract. Allowed expenses include those paid as a direct result of having to retake the vehicle, hold it, prepare it for sale, and sell it. You must also pay attorney fees not to exceed 15% of the amount due and payable under the contract, and court costs payable by Ford Credit to obtain, hold, and sell the vehicle, collect amounts due and enforce Holder's rights under the contract. If there is any money left (a surplus), it will be paid to you. If the money from the sale is not enough to pay off this contract and costs, you will pay what is still owed to the Creditor, if allowed by law. If you do not pay this amount when the Creditor asks, the Creditor may charge you interest at the highest lawful rate until you pay.

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

H. General: To contact Ford Motor Credit Company about this account, call 1-800-727-7000. Also, you may make address and other selected changes at www.fordcredit.com. Any change in this contract must be in writing and signed by you and the Creditor. The law of Minnesota applies to this contract. If that law does not allow all the agreements in this contract, the ones that are not allowed will be void. The rest of this contract will still be good.

NOTICE — ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

Used Motor Vehicle Buyers Guide. If you are buying a used vehicle with this contract, federal regulations may require a special Buyers Guide to be displayed on the window of the vehicle. THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

*Does not apply if purchased for commercial or agricultural use. In that case, you (debtor) will not assert against any assignee or subsequent holder of this Contract any claims, defenses, or setoffs which you may have against the Seller or manufacturer of the vehicle.

GUARANTY

To cause the Seller to sell the vehicle described on the front of this contract to the Buyer, on credit, each person who signs below as a "Guarantor" guarantees the payment of this contract. This means that if the Buyer fails to pay any money that is owed on this contract, each one who signs as a guarantor will pay it when asked. Each person who signs below agrees that he will be liable for the whole amount owed even if one or more other persons also signs this Guaranty. He also agrees to be liable even if the Creditor does one or more of the following: (a) gives the Buyer more time to pay one or more payments, or (b) gives a release in full or in part to any of the other Guarantors, or (c) releases any security. Each Guarantor also states that he has received a completed copy of this contract and this Guaranty at the time of signing.

Guarantor _____ Address _____

Guarantor _____ Address _____

READ THIS ARBITRATION PROVISION CAREFULLY AND IN ITS ENTIRETY
ARBITRATION

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

RIGHTS YOU AND WE AGREE TO GIVE UP

If either you or we choose to arbitrate a Claim, then you and we agree to waive the following rights:

- RIGHT TO A TRIAL, WHETHER BY A JUDGE OR JURY
• RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR A CLASS MEMBER IN ANY CLASS CLAIM YOU MAY HAVE AGAINST US WHETHER IN COURT OR IN ARBITRATION
• BROAD RIGHTS TO DISCOVERY AS ARE AVAILABLE IN A LAWSUIT
• RIGHT TO APPEAL THE DECISION OF AN ARBITRATOR
• OTHER RIGHTS THAT ARE AVAILABLE IN A LAWSUIT

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

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

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

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

26 EAGLE

Trade-in	BODY TYPE	Model No.	Loan	Retail
2425	Sedan 4D ES (V6)	J56	2200	3675
150	Add Leather Seats		150	175
50	Add Power Seat		50	75
200	Deduct W/out AT		200	200
25	Deduct W/out Pwr Wind		25	25

EAGLE				
1997 INTREPID-V6				
2275	Sedan 4D	D46	2050	3600
2950	Sedan 4D ES	D56	2675	4375
200	Add 3.5L V6 (Std. ES)		200	225
50	Add A/A Wheels (Std. ES)		50	75
50	Add Infinity Stereo		50	75
200	Add Leather Seats		200	225
350	Add Power Sunroof		350	400
50	Deduct W/out Pwr Seat		50	50

EAGLE				
1998 TALON-4 Cyl.				
3500	Hatchback 2D	K24	3150	4900
4050	Hatchback 2D ESI	K44	3650	5525
5800	Hatchback TSi Turbo	K54	5225	7475
6400	Hback TSi Turbo (AWD)	L54	5775	8125
50	Add A/A Wheels (Std. TS)		50	75
200	Add Leather Seats		200	225
75	Add Power Seat		75	100
350	Add Power Sunroof		350	400
75	Ded W/o Cruise (Ex. K24)		75	75
75	Ded W/o Pwr Wind (Ex. K24)		75	75
425	Deduct W/out Air Cond		425	425
325	Deduct W/out AT		325	325

EAGLE				
1997 TALON-4 Cyl.				
2925	Hatchback 2D	K24	2650	4250
3375	Hatchback 2D ESI	K44	3050	4775
4925	Hatchback TSi Turbo	K54	4450	6475
5425	Hback TSi Turbo (AWD)	L54	4900	7075
150	Add Leather Seats		150	175
50	Add Power Seat		50	75
300	Add Power Sunroof		300	350
25	Ded W/o Cruise (Ex. K24)		25	25
25	Ded W/o Pwr Wind (Ex. K24)		25	25
300	Deduct W/out Air Cond		300	300
200	Deduct W/out AT		200	200

EAGLE				
1997 VISION-V6				
2250	Sedan 4D ESI	D56	2025	3575
2725	Sedan 4D TSi	D66	2475	4125
50	Add Infinity Stereo		50	75
200	Add Leather Seats		200	225
350	Add Power Sunroof		350	400
50	Deduct W/out Pwr Seat		50	50

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

PASSENGER CARS

FORD

Trade-in	BODY TYPE	Model No.	Loan	Retail
2004 FOCUS-4 Cyl.				
	Hatchback 3D ZX3		31	
	Hatchback 3D SVT (6 Spd)		39	
	Hatchback 5D ZX5		37	
	Hatchback 5D SVT (6 Spd)		30	
	Sedan 4D LX		33	
	Sedan 4D SE		34	
	Sedan 4D ZTS		38	
	Wagon 4D SE		36	
	Wagon 4D ZTW		35	

FORD				
2004 CROWN VICTORIA-V8				
	Sedan 4D S		72	
	Sedan 4D		73	
	Sedan 4D LX		74	
	Sedan 4D LX Sport		74	
	Sedan 4D S Extended		70	
	Add Handling Pkg*			
	Add A/A Wheels (Std. 74)			
	Add CD (Std. 74)			
	Add Leather Seats*			
	Add Power Sunroof			
	Add Theft Recovery System			
	Deduct W/out Cruise			
	*Std. LX Sport			

FORD				
2004 THUNDERBIRD-V8				
	Convertible 2D		60	
	Add Removable Hardtop			
	Add Theft Recovery System			

FORD				
2003 TALON-4 Cyl.				
8050	Hatchback 3D ZX3		7250	9850
11950	Hatchback 3D SVT (6 Spd)		10775	14200
9400	Hatchback 5D ZX5		8475	11350
11950	Hatchback 5D SVT (6 Spd)		10775	14200
7125	Sedan 4D LX		6425	8900
8300	Sedan 4D SE		7475	10125
9275	Sedan 4D ZTS		8350	11200
9000	Wagon 4D SE		8100	10875
10300	Wagon 4D ZTW		9275	12325
900	Add European Appear Pkg. (SVT)		900	1000
250	Add A/A Wheels (LX)		250	300
225	Add Audiophile Stereo		225	250
100	Add CD (LX, SE Wagon)		100	125
175	Add Cruise Control (ZX3, ZX5, LX, SE)		175	200
325	Add Leather (Std. SVT)		325	375
125	Add Power Locks (ZX3, LX, SE Wagon)		125	150
500	Add Power Sunroof		500	575

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

FORD 27

Trade-in	BODY TYPE	Model No.	Loan	Retail
	Wagon 4D SEL		59	

FORD				
2003 ZXC-4 Cyl.				
	175	Add Power Windows (ZX3, LX, SE Wagon)	175	200
	75	Add Theft Recovery System	75	100
	125	Add Tit (ZX3,ZX5,LX,SE)	125	150
	550	Deduct W/out Air Cond	550	550
	475	Deduct W/out AT (Ex. SVT)	475	475

FORD				
2003 MUSTANG-V8				
	11175	Coupe 2D (V6)	40	10075
	14150	Convertible 2D (V6)	44	12750
	15900	Coupe 2D GT	42	14325
	20300	Coupe 2D MACH 1	42	18275
	23825	Coupe 2D Cobra	48	21450
	24650	Coupe Cobra 10th Anniv	48	22200
	18675	Convertible 2D GT	45	16825
	26600	Convertible 2D Cobra	49	23950
	27425	Conv Cobra 10th Anniv	49	24700

FORD				
2003 Taurus-V6				
	8500	Sedan 4D LX	52	7650
	9100	Sedan 4D SE	53	8200
	9800	Sedan 4D SES	55	8825
	11050	Sedan 4D SEL	56	9950
	10400	Wagon 4D SE	58	9375
	11950	Wagon 4D SEL	59	10775

FORD				
2003 Taurus-V6				
	400	Add 3.0L 24V (Std. 56)	400	450
	300	Add A/A Wheels (LX)	300	350
	100	Add CD (Std. SES, SEL)	100	125
	450	Add Leather Seats	450	500
	275	Add MACH Stereo	275	325
	200	Add Power Seat	200	225
	75	Add Theft Recovery System	75	100
	575	Deduct W/out AT (V6)	575	575
	200	Deduct W/out Cruise	200	200

FORD				
2004 FOCUS-4 Cyl.				
	8050	Hatchback 3D ZX3	31	7250
	11950	Hatchback 3D SVT (6 Spd)	39	10775
	9400	Hatchback 5D ZX5	37	8475
	11950	Hatchback 5D SVT (6 Spd)	37	10775
	7125	Sedan 4D LX	33	6425
	8300	Sedan 4D SE	34	7475
	9275	Sedan 4D ZTS	38	8350
	9000	Wagon 4D SE	36	8100
	10300	Wagon 4D ZTW	36	9275
	900	Add European Appear Pkg. (SVT)	900	1000
	250	Add A/A Wheels (LX)	250	300
	225	Add Audiophile Stereo	225	250
	100	Add CD (LX, SE Wagon)	100	125
	175	Add Cruise Control (ZX3, ZX5, LX, SE)	175	200
	325	Add Leather (Std. SVT)	325	375
	125	Add Power Locks (ZX3, LX, SE Wagon)	125	150
	500	Add Power Sunroof	500	575

FORD				
2004 Taurus-V6				
	8500	Sedan 4D LX	52	7650
	9100	Sedan 4D SE	53	8200
	9800	Sedan 4D SES	55	8825
	11050	Sedan 4D SEL	56	9950
	10400	Wagon 4D SE	58	9375
	11950	Wagon 4D SEL	59	10775

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

EXHIBIT C

04-03531-0

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:
Bradley William Vreeman
and Jennifer Lee Vreeman,
Debtors,

Case No. 04-33458

Chapter 13 Case

VERIFICATION FOR MOTION FOR RELIEF FROM STAY

I, Vera Shea, the Designated Agent for Ford Motor Credit Company, the Creditor herein, declare under penalty of perjury that the following is true and correct according to the best of my knowledge, information and belief, and based on the Creditor's business records:

1. I am legally competent to testify and am personally familiar with the debt owed by Debtor to the Creditor on account number(s) 35351583.
2. The Debtor owes the Creditor \$14,187.61, payoff amount as of August 25, 2004, plus accrued unpaid interest thereon since that date. The monthly loan payment is \$313.23. As of August 25, 2004, the loan payments are in arrears \$927.84 for payments owing since June 7, 2004.
3. Debtors' plan provides for direct payments to Creditor.
4. The debt owed to the Creditor is secured by a perfected lien on a 2003 Ford Taurus SE 4D Sedan. The current NADA published retail value of the collateral is \$14,050.00.
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: 8-30-04

V Shea

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

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:
Bradley William Vreeman
and Jennifer Lee Vreeman,
Debtors,

Case No. 04-33458

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 \$14,187.61 as of August 25, 2004. On information and belief, the collateral has an NADA retail value of \$14,050.00. NADA pages showing the collateral value are attached as Exhibit "C".

Debtors' Chapter 13 Plan has been filed with the Court. The terms of the Chapter 13 Plan requires direct payments to Movant. Such payments are presently delinquent.

Movant's collateral is subject to depreciation in that the collateral is being used, subjecting the same to wear and tear, while Debtor is failing to make payments.

ARGUMENT

Pursuant to 11 U.S.C. §362(d)(1), a creditor is entitled to relief from the automatic stay "for cause, including the lack of adequate protection of an interest in property of such creditor." In this case, there is a lack of adequate protection as follows:

- Failure to make the payments required by the Contract since June 7, 2004.
- Failure to make payments due post petition under the Contract.

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 \$14,187.61. 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: August 31, 2004

STEWART, ZLIMEN & JUNGERS, LTD.

/e/ Linda Jeanne Jungers

Linda Jeanne Jungers, Atty ID #5303X

Attorneys for Movant

430 Oak Grove Street #200

Minneapolis, MN 55403

612-870-4100

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:
Bradley William Vreeman
and Jennifer Lee Vreeman,
Debtors,

Case No. 04-33458

Chapter 13 Case

UNSWORN CERTIFICATE OF SERVICE

I, Linda Jeanne Jungers, declare under penalty of perjury that on September 1, 2004, I mailed copies of the attached Notice of Hearing and Motion for Relief from the Stay with Exhibits, Verification, Memorandum of Fact and Law, Certificate of Service, and proposed Order, by first class mail postage prepaid to each entity named below at the address stated below for each entity.

Bradley William Vreeman
315 West High Street
Spring Valley, MN 55975

Jennifer Lee Vreeman
315 West High Street
Spring Valley, MN 55975

William L. Bodensteiner
309 S Main St
Austin, MN 55912

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

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

Executed on: September 1, 2004

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

04-03531-0

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:
Bradley William Vreeman
and Jennifer Lee Vreeman,
Debtors,

Case No. 04-33458

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 September 20, 2004 at 10:30 AM o'clock.

Based on the arguments of counsel, all the files, records and proceedings herein, the court being advised in the premises, and the court's findings of fact and conclusions of law, if any, having been stated orally and read in open court following the close of evidence,

IT IS HEREBY ORDERED:

1. The automatic stay is modified to permit Ford Motor Credit Company to repossess and sell the
2003 Ford Taurus SE 4D Sedan, VIN 1FAFP53U53G257643
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