

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In Re:

William Earl Crane
SSN XXX-XX-0871

CHAPTER 13 CASE

CASE NO. 04-33614 GFK

Debtor.

NOTICE OF HEARING AND MOTION FOR RELIEF FROM STAY

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

1. The CIT Group/Consumer Finance, Inc. (hereinafter "Secured Creditor"), by its undersigned attorney moves the Court for the relief requested below and gives notice of hearing herewith.

2. The Court will hold a hearing on this motion on November 8, 2004, at 10:30 a.m., or as soon thereafter as counsel can be heard, before the Honorable Gregory F. Kishel in Courtroom 228B of the above entitled Court located at U.S. Courthouse, 316 North Robert Street, St. Paul, Minnesota.

3. Any response to this motion must be filed and delivered not later than November 3, 2004, which is three days before the time set for the hearing (excluding Saturdays, Sundays and holidays), or served and filed by mail not later than October 28, 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, Federal Rule of Bankruptcy Procedure 5005 and Local Rule 1070-1. This proceeding is a core proceeding. The petition commencing this case was filed on June 18, 2004. The case is now pending in this Court.

5. This motion arises under 11 U.S.C. § 362 and Federal Rule of Bankruptcy Procedure 4001. This motion is filed under Federal Rule of Bankruptcy Procedure 9014 and Local Rules 9013-1 - 9019-1. Movant requests relief from the automatic stay with respect to property subject to a lien. Movant requests

said relief be effective immediately notwithstanding Federal Rule of Bankruptcy Procedure 4001(a)(3).

6. Debtor is indebted to Secured Creditor in the original principal amount of \$312,800.00, as evidenced by that certain Promissory Note dated December 20, 1999, a copy of which is attached hereto as Exhibit "A", together with interest thereon.

7. Debtor's indebtedness is secured by a mortgage on real estate in which Debtor has an interest as evidenced by that certain mortgage deed dated December 20, 1999, executed by William Crane and Darryle Crane, husband and wife, as joint tenants, recorded on January 6, 2000, as Document No. 1087788, a copy of which is attached hereto as Exhibit "B". The name and address of the original creditor is contained in the attached Exhibit "B". The property is located in Washington County, Minnesota and is legally described as follows to-wit:

All that part of the Southeast 1/4 of the Northwest 1/4 of Section 18, Township 31 North, Range 19 West, May Township, Washington County, Minnesota, described as follows: Commencing at the Southeast corner of the Southeast 1/4 of the Northwest 1/4 of Section 18, Township 31 North, Range 19 West, Washington County, Minnesota, thence West along the South line of said Southeast 1/4 of the Northwest 1/4 of Section 18 on an assumed bearing of North 87°43'03" West for 234.3 feet to a point in the centerline of Minnesota Highway No. 95, said point being the point of beginning of this description; thence continuing North 87°43'03" West along said South line of the Southeast 1/4 of the Northwest 1/4 for 624.1 feet; thence North 2°16'57" East for 317.03 feet; thence North 56°14'07" East for 134.03 feet thence South 72°11'03" East for 582.3 feet to said centerline of Minnesota Highway No. 95; thence Southerly along said centerline of Minnesota Highway No. 95 for 247 feet, more or less, to the point of beginning, EXCEPT that part of the Southeast Quarter of the Northwest Quarter of Section 18, Township 31 North, Range 19 West, shown as parcel 76 on Minnesota Department of Transportation Right of Way Plat Number 82-74 as the same is on file and of record in the office of the Registrar of Titles in and for Washington County, Minnesota.

Secured Creditor is now the holder of said mortgage and is entitled to enforce the terms thereof.

8. At all times material, Debtor was in default of the payments and performance of obligations to Secured Creditor.

9. Pursuant to 11 U.S.C. § 362(g) the burden is on Debtor to prove absence of cause and/or adequate protection. This secured creditor's interest in the property is not adequately protected where, as of October 22, 2004, Debtor is delinquent in the making of post-petition monthly payments as required for the months of July, 2004 through October, 2004, inclusive, in the amount of \$2,670.23 each; accruing late charges

and attorneys fees and costs of \$700.00. Debtor has failed to make any offer of adequate protection.

10. Debtor has no equity in the property and the property is not necessary to an effective reorganization. The value of the property as scheduled by Debtor is \$425,000.00 subject to Secured Creditor's mortgage in excess of \$384,723.75.

The property is also subject to a second mortgage in favor of Bank One in excess of \$80,000.00. The property is also subject to a lien in favor of Internal Revenue Service in excess of 34,722.00.

The burden is on Debtor to establish that this property is necessary to an effective reorganization.

11. Secured Creditor desires to protect its interest in the aforementioned property and requests the Court to vacate the stay of actions and allow foreclosure pursuant to Minnesota law.

12. Secured Creditor has incurred and will incur legal fees and costs to protect and enforce its rights in the subject property.

13. Darryle Crane is a co-debtor pursuant to 11 U.S.C. § 1301. Secured Creditor moves the Court for an Order for judgment that the automatic stay be lifted with respect to her interests.

WHEREFORE, Secured Creditor, by its undersigned attorney, moves the Court for an order for judgment that the automatic stay provided by 11 U.S.C. § 362(a) be modified so to permit the movant to commence mortgage foreclosure proceedings under Minnesota law and for such other relief as may be just and equitable.

Dated this 22nd day of October, 2004.

WILFORD & GESKE

By /e/ James A. Geske

James A. Geske
Attorneys for Secured Creditor
7650 Currell Blvd., Ste 300
Woodbury, MN 55125
651-209-3300
Attorney Reg. No. 14969X

THIS COMMUNICATION IS FROM A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

08/10/04 12:29 FAX 9 405 553 4702

C.I.T

019

WASHINGTON COUNTY
01-04-2000 Receipt No: 37948
Registration tax hereon of \$719.44 Paid
MN Conservation Fund M.S. 473H \$5.00 Paid
Virginia R. Bradt, Auditor-Treasurer by DSImonel

8:51:27 AM
JUL 9 8 59 PM '00
1087788 47041
150 119
1/2/10
cc

NEW CENTURY MORTGAGE CORPORATION
18400 VON KARMAN, SUITE 1000
IRVINE, CA 92612
Loan Number: 0000326591

[Space Above This Line For Recording Data]

MORTGAGE

TWO 75836
NORTH STAR TITLE
BOX 76
P

THIS MORTGAGE ("Security Instrument") is given on December 20, 1999
The mortgagor is
WILLIAM CRANE AND DARRYLE CRANE, HUSBAND AND WIFE, AS JOINT TENANTS.

("Borrower"). This Security Instrument is given to
NEW CENTURY MORTGAGE CORPORATION

which is organized and existing under the laws of CALIFORNIA
address is 18400 VON KARMAN, SUITE 1000
IRVINE, CA 92612

("Lender"). Borrower owes Lender the principal sum of
Three Hundred Twelve Thousand, Eight Hundred and No/100
Dollars (U.S. \$ 312,800.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which
provides for monthly payments, with the full debt, if not paid earlier, due and payable on
January 1, 2030 and for interest at the yearly rate of 9.8750

percent. This Security Instrument secures to Lender: (a) the repayment of
the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the
payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security

MINNESOTA-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT

64(MN) 187241

Form 3024 9/99
Amended 12/99

Page 1 of 4

MINN-1266

VMP MORTGAGE FORMS - (800)831-7297

EXHIBIT

B



08/10/04 12:29 FAX 9 405 553 4702

C.I.T

020

0000326991

Instrument and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in WASHINGTON County, Minnesota: SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

A.P.N. : 18-031-19-24-0002 which has the address of 13330 ST CROIX TRAIL NORTH MARINE MN ST CROIX Street, City, Minnesota 55047 (Zip Code) ("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the equity hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly household payments of ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the Federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentally, or equity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an

08/10/04 12:33 FAX 9 405 583 4702

C.I.T

025

0000326591

The notice shall further inform Borrower of the right to reinstata after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall cause a copy of a notice of sale to be served upon any person in possession of the Property. Lender shall publish a notice of sale, and the Property shall be sold at public auction in the manner prescribed by applicable law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall discharge this Security Instrument to Borrower. Borrower shall pay any reconduction costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

24. Interest on Advances. The interest rate on advances made by Lender under paragraph 7 shall not exceed the maximum rate allowed by applicable law.

25. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable box(es))

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> VA Rider | <input type="checkbox"/> Other(s) (specify) | |

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witness:

_____ (Sign) Darryle Crane (Sign) Darryle Crane (Seal) _____ Borrower

_____ (Sign) William Crane (Sign) William Crane (Seal) _____ Borrower

_____ (Seal) _____ (Seal) _____ Borrower

_____ (Seal) _____ (Seal) _____ Borrower

_____ (Seal) _____ (Seal) _____ Borrower

08/10/04 12:33 FAX B 405 553 4702

C.I.T

026

0000326681

STATE OF MINNESOTA,

RANSEY

County ss:

On this 23rd day of DECEMBER, 1999, before me appeared
DARRYLE CRANE AND WILLIAM CRANE, WIFE AND HUSBAND

personally known to be the person(s) described in and who executed the foregoing instrument and acknowledged that
executed the same as free act and deed.

Mary L Foss

Notary Public
My Commission Expires:

This instrument was prepared by NEW CENTURY MORTGAGE CORPORATION
18400 VON KARMAN, SUITE 1000 IRVINE, CA 92612



LEGAL DESCRIPTION

All that part of the Southeast 1/4 of the Northwest 1/4 of Section 18, Township 31 North, Range 19 West, May Township, Washington County, Minnesota, described as follows:
Commencing at the Southeast corner of the Southeast 1/4 of the Northwest 1/4 of Section 18, Township 31 North, Range 19 West, Washington County, Minnesota, thence West along the South line of said Southeast 1/4 of the Northwest 1/4 of Section 18 on an assumed bearing of North 87°43'03" West for 234.3 feet to a point in the centerline of Minnesota Highway No. 95, said point being the point of beginning of this description; thence continuing North 87°43'03" West along said South line of the Southeast 1/4 of the Northwest 1/4 for 624.1 feet; thence North 2°16'57" East for 317.03 feet; thence North 56°14'07" East for 134.03 feet thence South 72°11'03" East for 582.3 feet to said centerline of Minnesota Highway No. 95; thence Southerly along said centerline of Minnesota Highway No. 95 for 247 feet, more or less, to the point of beginning, EXCEPT that part of the Southeast Quarter of the Northwest Quarter of Section 18, Township 31 North, Range 19 West, shown as parcel 76 on Minnesota Department of Transportation Right of Way Plat Number 82-74 as the same is on file and of record in the Office of the Registrar of Titles in and for Washington County, Minnesota
ENDFIELD

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In Re:

William Earl Crane
SSN XXX-XX-0871

CHAPTER 13 CASE

CASE NO. 04-33614 GFK

Debtor.

**MEMORANDUM IN SUPPORT OF
MOTION FOR RELIEF FROM STAY**

ARGUMENT

I. CAUSE EXISTS FOR THE GRANTING OF RELIEF FROM THE AUTOMATIC STAY PURSUANT TO 11 U.S.C. § 362(d)(1) WHERE THE INTEREST OF THIS SECURED CREDITOR IS NOT ADEQUATELY PROTECTED.

Pursuant to 11 U.S.C. § 362(g) the burden is on Debtor to prove absence of cause and/or adequate protection. Secured Creditor's interest in the property is not adequately protected where:

1. As of October 22, 2004, Debtor is delinquent for post-petition monthly payments as required for the months of July, 2004 through October, 2004, in the amount of \$2,670.23 each; accruing late charges and attorneys fees and costs of \$700.00.

2. Debtor has failed to make any offer of adequate protection.

Furthermore, Debtor has failed to meet its contractual obligations to make payments as they become due after the filing of the bankruptcy petition, which failure constitutes "cause" entitling the Secured Creditor to relief from the automatic stay under 11 U.S.C. § 362(d)(1). A continued failure by Debtor to maintain regular payments to Secured Creditor is sufficient cause to entitle Secured Creditor to relief from the automatic stay. See In re Taylor, 151 B.R. 646 (E.D.N.Y., 1993) and In re Davis, 64 B.R. 358 (Bkrcty. S.D.N.Y., 1986).

II. THE AUTOMATIC STAY SHOULD BE MODIFIED PURSUANT TO 11 U.S.C. § 362(d)(2) WHERE (1) DEBTOR DOES NOT HAVE ANY EQUITY IN THE PROPERTY, AND (2) THE PROPERTY IS NOT NECESSARY TO AN EFFECTIVE REORGANIZATION.

The first requirement under § 362(d)(2) is met where the total of all the encumbrances against the

property is in excess of the value of the property. The value of the property as scheduled by Debtor is \$425,000.00 subject to Secured Creditor's mortgage in excess of \$384,723.75.

The property is also subject to a second mortgage in favor of Bank One in excess of \$80,000.00. The property is also subject to a lien in favor of Internal Revenue Service in excess of 34,722.00.

The burden is on Debtor to establish that this property is necessary to an effective reorganization.

III. CAUSE EXISTS FOR THE GRANTING OF RELIEF FROM THE AUTOMATIC STAY PURSUANT TO 11 U.S.C. § 1301(c) WHERE THE INTEREST OF THIS SECURED CREDITOR WOULD BE IRREPARABLY HARMED BY CONTINUATION OF SUCH STAY.

Darryle Crane is a co-debtor pursuant to 11 U.S.C. § 1301 and the non-debtor party in these proceedings and has received the consideration for the claim held by Secured Creditor. Neither the debtor nor Ms. Crane provided for the payments referenced herein.

CONCLUSION

Secured Creditor is entitled to relief from the automatic stay pursuant to 11 U.S.C. § 362(d)(1) for cause, and where its interest in the secured property is not adequately protected. Secured Creditor is also entitled to relief from the automatic stay pursuant to 11 U.S.C. § 362(d)(2) where Debtor has no equity in the property, and where the property is not necessary to an effective reorganization.

Secured Creditor respectfully requests an order of this Court modifying the automatic stay consistent with the attached proposed Order.

Dated this 22nd day of October, 2004.

WILFORD & GESKE

By /e/ James A. Geske
James A. Geske
Attorneys for Secured Creditor
7650 Currell Blvd., Ste 300
Woodbury, MN 55125
651-209-3300
Attorney Reg. No. 14969X

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In Re:

CHAPTER 13 CASE

William Earl Crane
SSN XXX-XX-0871

CASE NO. 04-33614 GFK

**AFFIDAVIT OF
ERIN GOSS**

Debtor.

Erin Goss, being first duly sworn on oath, deposes and states:

1. That she is the Bankruptcy Specialist of The CIT Group/Consumer Finance, Inc.
2. The CIT Group/Consumer Finance, Inc. is now the holder of a mortgage on real property in which the debtor has an interest. The debtor's indebtedness is evidenced by that certain mortgage deed dated December 20, 1998, executed by William Crane and Darryle Crane, husband and wife, as joint tenants, recorded January 6, 2000, as Document No. 1087788. The property is located in Washington County, Minnesota and is legally described as follows, to-wit:

All that part of the Southeast 1/4 of the Northwest 1/4 of Section 18, Township 31 North, Range 19 West, May Township, Washington County, Minnesota, described as follows: Commencing at the Southeast corner of the Southeast 1/4 of the Northwest 1/4 of Section 18, Township 31 North, Range 19 West, Washington County, Minnesota, thence West along the South line of said Southeast 1/4 of the Northwest 1/4 of Section 18 on an assumed bearing of North 87°43'03" West for 234.3 feet to a point in the centerline of Minnesota Highway No. 95, said point being the point of beginning of this description; thence continuing North 87°43'03" West along said South line of the Southeast 1/4 of the Northwest 1/4 for 624.1 feet; thence North 2°16'57" East for 317.03 feet; thence North 56°14'07" East for 134.03 feet thence South 72°11'03" East for 582.3 feet to said centerline of Minnesota Highway No. 95; thence Southerly along said centerline of Minnesota Highway No. 95 for 247 feet, more or less, to the point of beginning, EXCEPT that part of the Southeast Quarter of the Northwest Quarter of Section 18, Township 31 North, Range 19 West, shown as parcel 76 on Minnesota Department of Transportation Right of Way Plat Number 82-74 as the same is on file and of record in the office of the Registrar of Titles in and for Washington County, Minnesota.

3. That she has reviewed the account records relating to the Crane mortgage loan, account no. 9329669882.
4. That as of October 6, 2004, the following amounts were owing on this account:

Unpaid Principal:	\$310,278.51
Interest through October 6, 2004	52,698.01
Attorney's Fees:	700.00
Late Charges:	4,538.85
RX Due:	4,505.00
Pre-Pay Penalty:	11,983.38
Reconveyance Fee:	20.00
TOTAL:	\$384,723.75

5. That the mortgage loan is delinquent for post-petition monthly mortgage payments for the months of July, 2004 through October, 2004 in the amount of \$2,670.23 each.
6. This affidavit is given in support of the motion of The CIT Group/Consumer Finance, Inc for relief from the automatic stay.

THE CIT GROUP/CONSUMER FINANCE, INC.

By Erin Goss
Its Bankruptcy Specialist

Subscribed and sworn to before me
this 14 day of October, 2004.

Rainy Riley
Notary Public



**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In Re:

William Earl Crane
SSN XXX-XX-0871

CHAPTER 13 CASE

CASE NO. 04-33614 GFK

Debtor.

**UNSWORN DECLARATION
FOR PROOF OF SERVICE**

Joanna Cheyka, employed by Wilford & Geske, attorneys licensed to practice law in this Court, with office address at 7650 Currell Blvd., Ste 300, Woodbury, Minnesota, declares that on October 22, 2004, I served the annexed Notice of Hearing and Motion for Relief from Stay, Memorandum in Support of Motion for Relief, Affidavit of Erin Goss, and proposed Order to each person referenced below, a copy thereof by enclosing the same in an envelope with first class mail postage prepaid and depositing the same in the post office at Woodbury, Minnesota addressed to each of them as follows:

William E. Crane
15530 St Croix Trail North
Maine on St. Croix, MN 55047

Internal Revenue Service
316 N Robert Stop 5700
St. Paul, MN 55101

Darryle Crane
15530 St. Croix Trail North
Maine on St. Croix, MN 55047

Jasmine Z. Keller
12 S 6th St Ste 310
Minneapolis, MN 55402

Urosh Piletich
1675 S Greeley St Ste 203
Stillwater, MN 55802

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

Bank One
PO Box 260164
Baton Rouge, LA 70826-0164

And I declare, under penalty of perjury, that the foregoing is true and correct.

Dated this 22nd day of October, 2004.

/e/ Joanna Cheyka
Joanna Cheyka

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In Re:

William Earl Crane
SSN XXX-XX-0871

CHAPTER 13 CASE

CASE NO. 04-33614 GFK

Debtor.

ORDER

The above entitled matter came on for hearing upon motion of The CIT Group/Consumer Finance, Inc. (hereinafter "Secured Creditor"), pursuant to 11 U.S.C. § 362 on November 8, 2004, at U.S. Courthouse, 316 North Robert Street, St. Paul, Minnesota. Appearances were as noted in the record. The Chapter 13 Trustee filed her Report of Standing Trustee in response to this motion. Based upon the evidence adduced at said hearing, the arguments of counsel, and the Court being fully advised of the premises,

IT IS HEREBY ORDERED that Secured Creditor, its assignees and/or successors in interest, is granted relief from the stay of actions imposed by 11 U.S.C. § 362 and § 1301 with regard to that certain mortgage deed dated December 20, 1999, executed by William Crane and Darryle Crane, husband and wife, as joint tenants, recorded on January 6, 2000, as Document No. 1087788 covering real estate located in Washington County, Minnesota, legally described as follows, to-wit:

All that part of the Southeast 1/4 of the Northwest 1/4 of Section 18, Township 31 North, Range 19 West, May Township, Washington County, Minnesota, described as follows: Commencing at the Southeast corner of the Southeast 1/4 of the Northwest 1/4 of Section 18, Township 31 North, Range 19 West, Washington County, Minnesota, thence West along the South line of said Southeast 1/4 of the Northwest 1/4 of Section 18 on an assumed bearing of North 87°43'03" West for 234.3 feet to a point in the centerline of Minnesota Highway No. 95, said point being the point of beginning of this description; thence continuing North 87°43'03" West along said South line of the Southeast 1/4 of the Northwest 1/4 for 624.1 feet; thence North 2°16'57" East for 317.03 feet; thence North 56°14'07" East for 134.03 feet thence South 72°11'03" East for 582.3 feet to said centerline of Minnesota Highway No. 95; thence Southerly along said centerline of Minnesota Highway No. 95 for 247 feet, more or less, to the point of beginning, EXCEPT that part of the Southeast Quarter of the Northwest Quarter of Section 18, Township 31 North, Range 19 West, shown as parcel 76 on Minnesota Department of Transportation Right of Way Plat Number 82-74 as the same is on file and of record in the office of the Registrar of Titles in and for Washington

County, Minnesota

and may pursue its remedies under state law in connection with the subject note and mortgage deed.

Notwithstanding Federal Rule of Bankruptcy Procedure

4001(a)(3), this Order is effective immediately.

Dated: _____

Judge of Bankruptcy Court