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In Re:

Case No. 04-33647

Lori Susan Morson

Debtor(s)

Chapter 7 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 19, 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 October 14, 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 7, 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 June 21, 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 2000 FORD FOCUS 4D SE 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). Debtor is delinquent under the terms of the original contract with Movant. Movant requests relief under §362(d)(2). The Debtor has 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 Chester Marzec, or some other representative of Movant, from Movant's offices in Minnesota, to testify regarding the debt and collateral 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 collateral 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) of the Bankruptcy Code to permit Movant to take possession and dispose of the collateral, and such other relief as may be just and equitable.

Dated: September 30, 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 DIVISION  
445 MINNESOTA ST., ST. PAUL, MN 55101  
CONFIRMATION OF LIEN PERFECTION - DI

MORSON LORI SUSAN  
942 CENTER ST  
MANKATO MN 56003

09/28/04

\*

FTZ737

1ST SECURED PARTY

**LIEN HOLDER**

Year 00	Make FORD	Model 4DFSC	Title NR. F1510N180
VIN 1FAFP34P3YW157793	Security Date 04/26/01	Rebuilt NO	

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

FORD MOTOR CREDIT CO C/O ASG  
PO BOX 105704  
ATLANTA GA 30348-5704

EXHIBIT A

**MINNESOTA SIMPLE INTEREST VEHICLE RETAIL INSTALLMENT CONTRACT**

DATE 04/26/2004

RECEIVED

MAY - 2 2001

Buyer (and Co-Buyer) Name and Address (Including County and Zip Code)  
LORI SUSAN MORSON

CREDITOR (Seller Name and Address)

ST. PETER FORD, INC.  
100 DODD RD & HWY 169 N.  
ST. PETER, MN 56082

942 CENTER STREET  
NORTH MANKATO, NICOLLET, MN 56003

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
USED	2000 FORD	FOCUS		1FAPP34P3YW157793	<input type="checkbox"/> Personal <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Agricultural

Trade-in 1993 CHEV CAVA Year and Make \$ 3100.00 Gross Allowance \$ N/A Amount Owning

**ITEMIZATION OF AMOUNT FINANCED**

- Cash Price ..... \$ 13537.00 (1)
- Down Payment  
 Manufacturer's Rebate Assigned to Creditor ..... \$ N/A  
 Cash Down Payment ..... \$ N/A  
 Trade-in (description above) ..... \$ 3100.00  
 Total Down Payment ..... \$ 3100.00 (2)
- Unpaid Balance of Cash Price (1 minus 2) ..... \$ 10437.00 (3)
- Amounts Paid On Your Behalf (Seller may be retaining a portion of these amounts)  
 To Public Officials  
 (i) for license, title & registration fees \$ 209.00 ;  
 (ii) for filing fees \$ N/A ;  
 (iii) for taxes (not in Cash Price) \$ N/A ..... \$ 209.00  
 To Insurance Companies for:  
 Credit Life Insurance ..... \$ N/A  
 Credit Disability Insurance ..... \$ N/A  
 To ST. PETER FORD, I for DOCUMENTATION FEE ..... \$ 25.00  
 To FORD for E.S. Plan ..... \$ 1002.00  
 To N/A for N/A ..... \$ N/A  
 To N/A for N/A ..... \$ N/A  
 Total ..... \$ 1236.00 (4)
- Amount Financed (3 plus 4) ..... \$ 11673.00 (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 N/A Insurer  
 \$ N/A Premium N/A Insured(s)  
 Signature(s)

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

Type of Insurance \_\_\_\_\_ Term \_\_\_\_\_  
 Insurer \_\_\_\_\_ \$ \_\_\_\_\_ Premium N/A  
 Signature \_\_\_\_\_

Credit Life and Credit Disability insurance are for the term of the contract. The amount and coverages are shown in a notice or agreement given to you today.

You are required to insure the vehicle. If a charge is shown below, the Creditor will try to buy the coverages checked for the term shown. Coverages will be based on the cash value of the vehicle at the time of loss, but not more than the limits of the policy.

- Comprehensive  \$ \_\_\_\_\_ Deductible Collision
- Fire-Theft-Combined Additional Coverage
- Towing and Labor
- Term \_\_\_\_\_ Months (Estimate)  
 Premium \$ N/A

**FEDERAL TRUTH-IN-LENDING DISCLOSURES**

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate <u>9.10 %</u>	The dollar amount the credit will cost you <u>\$ 3206.70</u>	The amount of credit provided to you or on your behalf <u>\$ 11673.00</u>	The amount you will have paid when you have made all scheduled payments <u>\$ 14879.70</u>	The total cost of your purchase on credit, including your down payment of \$ 3100.00 <u>\$ 17979.70</u>

Payment Schedule	Number of payments	Amount of Each payment	When Payments are due
Your payment schedule will be:	<input checked="" type="checkbox"/> 65	\$ <u>225.45</u>	monthly starting <u>26 MAY 2001</u>
	<input type="checkbox"/> 1 final	\$ <u>225.45</u>	

**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: Lori S. Morson CO-BUYER: \_\_\_\_\_

**NOTICE TO 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.

You acknowledge receipt of a true and completely filled in copy of this contract, signed by both yourself and the seller, at the time of signing.

**IMPORTANT: THIS MAY BE A BINDING CONTRACT AND YOU MAY LOSE ANY DEPOSITS IF YOU DO NOT PERFORM ACCORDING TO ITS TERMS.**

Lori S. Morson  
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: ST. PETER FORD, INC. BY BOB LANGDON BUSINESS MGR

**QUESTIONS?**



PLEASE CALL US AT 1-800-727-7000  
00-001

FC 17822-SI Oct 00 (Previous editions may NOT be used.)

SEE BACK FOR ADDITIONAL AGREEMENTS

ORIGINAL

EXHIBIT B

ADDITIONAL AGREEMENTS

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

B. Security Interest: You give the Creditor a security interest in:

- 1. The vehicle and all parts or other goods put on the vehicle;
2. All money or goods received for the vehicle; and
3. All insurance premiums and service contracts financed for you.

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

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

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

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

E. Late Payments: You must pay any cost paid by the Creditor to collect any late payment, as allowed by law. Acceptance of a late payment does not excuse your default or mean that you can keep making payments after they are due. The Creditor may take the steps set forth below 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 if filed against you; or
5. You do not to 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. General: To contact Ford Motor Credit Company about this account, call 1-(800) 727-7000. Any change in this contract must be in writing and signed by you and the Creditor. The law of Michigan 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.

FTC NOTICES

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

FC 17622-SI Oct 00 (Previous editions may NOT be used.)



FC 17622-SI OCT 00



PASSENGER CARS

Trade-In	BODY TYPE	Model No.	Loan	Retail	Trade-In	BODY TYPE	Model No.	Loan	Retail
400	Deduct W/out Air Cond		400	400	7475	Sedan 4D	73	6750	9450
325	Deduct W/out AT		325	325	8425	Sedan 4D LX	74	7600	10500
<b>2000 ESCORT-4 Cyl.</b>					<b>200 Add Alum/Alloy Wheels</b> ..... 200 225				
3725	Coupe 2D ZX2	11	3375	5025	100	Add CD Player		100	125
3350	Sedan 4D	13	3025	4600	350	Add Leather Seats		350	400
100	Add A/A Wheels (Std. ZX2)		100	125	150	Deduct W/out Cruise		150	150
50	Add CD Player		50	75	150	Deduct W/out Pwr Seat		150	150
100	Add Cruise Control		100	125	<b>FORD</b>				
175	Add Leather Seats		175	200	<b>1999 ESCORT-4 Cyl.</b>				
50	Add Power Locks		50	75	<b>MC: I</b>				
350	Add Power Sunroof		350	400	2750	Coupe 2D ZX2	11	2475	3950
100	Add Power Windows		100	125	2375	Sedan 4D LX	10	2150	3525
50	Add Tilt Wheel		50	75	2500	Sedan 4D SE	13	2250	3675
400	Deduct W/out Air Cond		400	400	2850	Wagon 4D SE	15	2575	4050
325	Deduct W/out AT		325	325	50	Add A/A Wheels (Std. 15)		50	75
<b>2000 CONTOUR-V6</b>					50	Add Cruise Control		75	100
3525	Sedan 4D SE (4 Cyl.)	66	3175	4800	300	Add Power Sunroof		300	350
3850	Sedan 4D SE	66	3475	5150	75	Add Pwr Wind (Std. 15)		75	100
4225	Sedan 4D Sport	66	3825	5600	350	Deduct W/out Air Cond		350	350
6875	Sedan SVT (5 Spd)	68	6200	8825	275	Deduct W/out AT		275	275
150	Add A/A Wheels (SE)		150	175	<b>1999 CONTOUR-V6</b>				
75	Add CD Player		75	100	<b>MC: II</b>				
450	Add Power Sunroof		450	500	2700	Sedan 4D LX (4 Cyl.)	65	2450	3900
125	Add Pwr Seat (Std. SVT)		125	150	2950	Sedan 4D SE (4 Cyl.)	66	2675	4175
425	Deduct W/out AT (Ex. SVT)		425	425	3250	Sedan 4D SE	66	2925	4500
<b>2000 MUSTANG-V8</b>					5950	Sedan SVT (5 Spd)	68	5375	7775
6400	Coupe 2D (V6)	40	5775	8125	100	Add A/A Wheels (Std. SVT)		100	125
8500	Convertible 2D (V6)	44	7650	10400	50	Add CD Player		50	75
9775	Coupe 2D GT	42	8800	11825	250	Add Leather (Std. SVT)		250	300
11875	Convertible 2D GT	45	10700	14125	400	Add Power Sunroof		400	450
300	Add Leather Seats		300	350	100	Add Pwr Seat (Std. SVT)		100	125
150	Add MACH Stereo		150	175	375	Deduct W/out AT (Ex. SVT)		375	375
125	Add Power Seat		125	150	100	Deduct W/out Cruise		100	100
425	Deduct W/out AT (V6)		425	425	<b>1999 MUSTANG-V8</b>				
125	Deduct W/out Cruise		125	125	<b>MC: II</b>				
<b>2000 TAURUS-V6</b>					5400	Coupe 2D (V6)	40	4875	7025
4150	Sedan 4D LX	52	3750	5625	7250	Convertible 2D (V6)	44	6525	9050
4575	Sedan 4D SE	53	4125	6100	8225	Coupe 2D GT	42	7425	10100
5000	Sedan 4D SES	55	4500	6550	12250	Coupe 2D Cobra	47	11025	14650
5850	Sedan 4D SEL	56	5275	7525	10075	Convertible 2D GT	45	9075	12200
5300	Wagon 4D SE	58	4775	6925	14100	Convertible 2D Cobra	46	12700	16600
5900	Wagon 4D SES	58	5325	7575	250	Add Leather (Std. Cobra)		250	300
300	Add 3.0L 24V (Std. SEL)		300	350	100	Add MACH (Std. Cobra)		100	125
150	Add A/A Wheels (LX)		150	175	100	Add Pwr Seat (Std. Cobra)		100	125
75	Add CD Player		75	100	375	Deduct W/out AT (V6)		375	375
300	Add Leather Seats		300	350	100	Deduct W/out Cruise		100	100
150	Add MACH Stereo		150	175	<b>1999 TAURUS-V6</b>				
450	Add Power Sunroof		450	500	<b>MC: II</b>				
125	Add Pwr Seat (LX. SF)		125	150	3100	Sedan 4D LX	52	2900	4450
175	Add Third Seat (SE Wagon)		175	200	3350	Sedan 4D SE	53	3025	4725
125	Deduct W/out Cruise		125	125	3850	Wagon 4D SE	58	3475	5300
75	Deduct W/out Pwr Locks		75	75	6350	Sedan 4D SHO (V8)	54	5725	8250
<b>2000 CROWN VICTORIA-V8</b>					100	Add A/A Wheels (Std. SHO)		100	125
7225	Sedan 4D S	72	6525	9175	50	Add CD (Std. SHO)		50	75
					250	Add Leather (Std. SHO)		250	300
					100	Add MACH (Std. SHO)		100	125
					100	Add Pwr Seat (Std. SHO)		100	125
					400	Add Pwr Snrf (Std. SHO)		400	450

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

D

Trade-In	BODY TYPE	Model No.	Loan	Retail	Trade-In	BODY TYPE	Model No.	Loan	Retail
125	Add Third Seat (Wagon)		125	150	50	Add A/A Wheels (Std. SHO)		50	75
100	Deduct W/out Cruise		100	100	200	Add Leather (Std. SHO)		200	225
50	Deduct W/out Pwr Locks		50	50	50	Add MACH (Std. SHO)		50	75
<b>1999 CROWN VICTORIA-V8</b>					75	Add Pwr Seat (Std. SHO)		75	100
<b>MC: III</b>					350	Add Pwr Snrf (Std. SHO)		350	400
5725	Sedan 4D S	72	5175	7550	75	Add Third Seat (Wagon)		75	100
5975	Sedan 4D	73	5400	7825	<b>1998 CROWN VICTORIA-V8</b>				
6750	Sedan 4D LX	74	6075	8675	<b>MC: III</b>				
150	Add Alum/Alloy Wheels		150	175	5100	Sedan 4D S	72	4600	6850
75	Add CD Player		75	100	5350	Sedan 4D	73	4825	7125
300	Add Leather Seats		300	350	6000	Sedan 4D LX	74	5400	7850
125	Deduct W/out Cruise		125	125	100	Add Alum/Alloy Wheels		100	125
125	Deduct W/out Pwr Seat		125	125	50	Add CD Player		50	75
<b>FORD</b>					250	Add Leather Seats		250	300
<b>1998 ESCORT-4 Cyl.</b>					100	Deduct W/out Cruise		100	100
<b>MC: I</b>					100	Deduct W/out Pwr Seat		100	100
2325	Coupe 2D ZX2	11	2100	3475	<b>FORD</b>				
1975	Sedan 4D LX	10	1800	3075	<b>1997 ASPIRE-4 Cyl.-5 Spd.</b>				
2100	Sedan 4D SE	13	1900	3225	<b>MC: I</b>				
2300	Wagon 4D SE	15	2075	3450	1225	Hatchback 2D	05	1125	2225
50	Add Cruise Control		50	75	1300	Hatchback 4D	06	1175	2325
250	Add Power Sunroof		250	300	150	Add Auto Trans.		150	175
50	Add Power Windows		50	75	200	Deduct W/out Air Cond		200	200
300	Deduct W/out Air Cond		300	300	<b>1997 ESCORT-4 Cyl.</b>				
225	Deduct W/out AT		225	225	<b>MC: I</b>				
<b>1998 CONTOUR-V6</b>					1600	Sedan 4D	10	1450	2650
<b>MC: II</b>					1700	Sedan 4D LX	13	1550	2775
2125	Sedan 4D (4 Cyl.)	65	1925	3250	1850	Wagon 4D LX	15	1675	2925
2200	Sedan 4D GL (4 Cyl.)	65	2000	3350	200	Deduct W/out Air Cond		200	200
2275	Sedan 4D LX (4 Cyl.)	65	2050	3425	150	Deduct W/out AT		150	150
2500	Sedan 4D SE (4 Cyl.)	66	2250	3675	<b>1997 CONTOUR-V6</b>				
2450	Sedan 4D GL	65	2225	3625	<b>MC: II</b>				
2525	Sedan 4D LX	65	2275	3700	1850	Sedan 4D (4 Cyl.)	65	1675	2925
2750	Sedan 4D SE	66	2475	3950	1925	Sedan 4D GL (4 Cyl.)	65	1750	3025
4675	Sedan SVT (5 Spd)	68	4225	6375	2075	Sedan 4D LX (4 Cyl.)	66	1875	3200
50	Add A/A Wheels (Std. SVT)		50	75	2150	Sedan 4D GL	65	1950	3275
200	Add Leather (Std. SVT)		200	225	2300	Sedan 4D LX	66	2075	3450
350	Add Power Sunroof		350	400	2375	Sedan 4D SE	67	2150	3525
75	Add Pwr Seat (Std. SVT)		75	100	150	Add Leather Seats		150	175
325	Deduct W/out AT (Ex. SVT)		325	325	50	Add Power Seat		50	75
<b>1998 MUSTANG-V8</b>					300	Add Power Sunroof		300	350
<b>MC: II</b>					300	Deduct W/out Air Cond		300	300
4200	Coupe 2D (V6)	40	3800	5675	200	Deduct W/out Air Cond		200	200
5850	Convertible 2D (V6)	44	5275	7525	25	Deduct W/out Cruise		25	25
6650	Coupe 2D GT	42	6000	8400	25	Deduct W/out Pwr Wind		25	25
10225	Coupe 2D Cobra	47	9225	12425	<b>1997 MUSTANG-V8</b>				
8300	Convertible 2D GT	45	7475	10200	<b>MC: II</b>				
11875	Convertible 2D Cobra	46	10700	14200	3750	Coupe 2D (V6)	40	3375	5175
200	Add Leather Seats		200	225	5250	Convertible 2D (V6)	44	4725	6875
50	Add MACH Stereo		50	75	5825	Coupe 2D GT	42	5250	7500
75	Add Power Seat (V6)		75	100	9225	Coupe 2D Cobra	47	8325	11350
325	Deduct W/out AT (V6)		325	325	7325	Convertible 2D GT	45	6600	9125
75	Deduct W/out Cruise		75	75	10725	Convertible 2D Cobra	46	9675	12975
<b>1998 TAURUS-V6</b>					150	Add Leather Seats		150	175
<b>MC: II</b>					50	Add Pwr Seat (Std. Cobra)		50	75
2700	Sedan 4D LX	52	2450	4000	300	Deduct W/out Air Cond		300	300
2900	Sedan 4D SE	52/53	2625	4200	200	Deduct W/out AT (V6)		200	200
3300	Wagon 4D SE	57/58	2975	4675	25	Deduct W/out Cruise		25	25
5475	Sedan 4D SHO (V8)	54	4950	7275					

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

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04-02594-0

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA

In Re:  
Lori Susan Morson

Debtor(s)

Case No. 04-33647  
Chapter 7 Case

VERIFICATION FOR MOTION FOR RELIEF FROM STAY

I, Chester Marzec, 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) 27202813.
2. The Debtor owes the Creditor \$7,194.66, payoff amount as of September 27, 2004, plus accrued unpaid interest thereon since that date. The monthly loan payment is \$225.45. As of September 27, 2004, the loan payments are in arrears ~~\$-99~~ <sup>\$901.80</sup> for payments owing since June 26, 2004.
3. The debt owed to the Creditor is secured by a perfected lien on a 2000 FORD FOCUS 4D SE vehicle. The current value of the collateral is believed to be \$5,975.00.
4. 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: 9-28-04

Chester Marzec

Chester Marzec  
Ford Motor Credit Company  
National Bankruptcy Svc Center  
PO Box 537950  
Livonia, MI 48153-7950

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA

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In Re:

Case No. 04-33647

Lori Susan Morson

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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 the possession of the Debtor.

The total net balance due on the Contract is \$7,194.66 as of September 27, 2004. On information and belief, the collateral has a current NADA retail value of \$5,975.00. A copy of the NADA page(s) showing the value of the collateral is attached as Exhibit "C".

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 26, 2004.
- Failure to make payments due post petition under the Contract.
- Failure to reaffirm, redeem or surrender the collateral.

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 (Bkrtcy. D.N.H. 1983). In the present case, the balance due Movant on the Contract is \$7,194.66. 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). There is no reorganization proposed by the Debtor in this Chapter 7 case. Pursuant to 11 U.S.C. §362(g), the burden is on Debtor to establish that collateral is necessary for 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 30, 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:

Case No. 04-33647

Lori Susan Morson

Debtor(s)

Chapter 7 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 30, 2004, served 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.

Lori Susan Morson  
942 Center Street  
North Mankato, MN 56003

Stephen J. Behm  
ESKENS GIBSON & BEHM LAW FIRM  
PO Box 1056  
Mankato, MN 56002

Paul W Bucher  
Chapter 7 Trustee  
206 Broadway S Suite 505  
PO Box 549  
Rochester, MN 55903-0549

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

Executed on: September 30, 2004

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

04-02594-0

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA

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In Re:

Case No. 04-33647

Lori Susan Morson

Debtor(s)

Chapter 7 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 19, 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 2000 FORD FOCUS 4D SE vehicle, VIN 1FAFP34P3YW157793, 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