

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In re:

Case No. 04-34016-GFK

Frank D. Stewart and
Brenda Stewart,

NOTICE OF HEARING AND
MOTION FOR RELIEF FROM
AUTOMATIC STAY

Debtors.

Chapter 13 Case

TO: The Debtors above-named and other entities specified in Local Rule 9013-3.

NOTICE OF HEARING AND MOTION

1. Twin City Co-ops Federal Credit Union, hereafter the Movant, a creditor in the above case, by the undersigned, moves the Court for the relief requested below and gives notice of hearing.

2. The court will hold a hearing on this motion at 10:30 a. m. on September 7, 2004, in Courtroom No. 228B, U. S. Bankruptcy Court, Federal Building, 316 North Robert Street, St. Paul, Minnesota.

3. Any response to this motion must be filed and delivered not later than 10:30 a. m. on September 1, 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 August 26, 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, Bankruptcy Rule 5005 and Local Rule 1070-1. This proceeding is a core proceeding. The petition commencing this chapter 13 case was filed on 07/09/04. The case is now pending in this court.

5. This motion arises under 11 U. S. C. § 362(d) and Bankruptcy Rule 4001. This motion is filed under Bankruptcy Rule 9014 and Local Rules, Rule 9006-1, and Rules 9013-1 to 9013-3. Movant requests relief from the automatic stay with respect to the following property (the collateral):

**1997 Sylvan 16' boat, Serial # SYL5408K697;
1998 Mercury 60 h. p. motor, Serial # 0G662504;
1998 Shorelander trailer, VIN 1MDBXRR10WA984406.**

6. Frank Stewart, hereafter the Debtor, is indebted to Movant as evidenced by a promissory note dated May 2, 2001. The note is secured by the above-referenced collateral. A term of the parties' agreement requires the Debtor to maintain physical damage insurance coverage in the collateral.

7. Debtors' chapter 13 plan states that the boat, motor and trailer described above are to be surrendered to the Movant and the Debtors do not propose to pay the Movant's claim as a secured claim in the plan.

8. The Debtors state the fair market value of the collateral to be \$3,450.00. The balance due to the Movant on the claim at the commencement of the case was \$5,288.90. The Debtor has no equity in the property described as collateral and it is not necessary for reorganization.

9. Movant does not have, and has not been offered, adequate protection in the collateral.

10. If oral testimony is necessary as to relevant facts, Julius Lee, 2025 Larpenteur Ave. W., Falcon Heights, Minnesota, will testify for Movant.

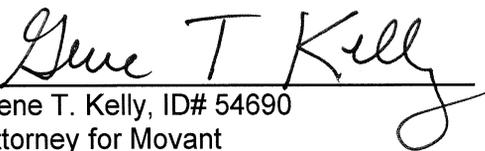
WHEREFORE, Twin City Co-ops Federal Credit Union, by its undersigned attorney, moves the Court for an Order as follows:

(1) granting relief from the automatic stay with respect to the collateral, or in lieu thereof, an order granting the Movant such adequate protection of its interest in the collateral as provided under § 361 of the Bankruptcy Code; and

(2) determining that Rule 4001(a)(3), Federal Rules of Bankruptcy Procedure, is not applicable so that Movant may immediately enforce and implement the Order granting relief from the automatic stay; and

(3) such other relief as the Court deems just and equitable.

Date: August 13, 2004


Gene T. Kelly, ID# 54690
Attorney for Movant
1515 One Financial Plaza
120 South Sixth Street
Minneapolis, MN 55402
Telephone: (612) 332-5890

D is a true and correct copy of the Minnesota UCC-1 financing statement with respect to the boat motor.

5. At the time of commencement of this bankruptcy matter, Debtors were in default under the terms of the Contract based on the following event(s) of default:

failure to make installment payments when due; and/or

failure to provide evidence of physical damage insurance coverage in the collateral.

6. Debtors do not propose to pay Movant's claim as a secured claim under the chapter 13 plan and state in the plan that the collateral will be surrendered to the Movant.

7. The fair market value of the collateral is stated to be about \$3,450.00; the current balance due on the Movant's claim is \$5,288.90.

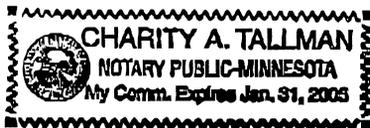
Julius Lee

JULIUS LEE

Subscribed and sworn to before me on this 12th day of August, 2004

Charity A. Tallman

Notary Public





TWIN CITY CO-OPS
FEDERAL CREDIT UNION
 (612) 215-3500

Please read front and back before signing.

DISCLOSURE STATEMENT, LOAN AGREEMENT, AND SECURITY AGREEMENT

IN THESE AGREEMENTS, THE WORDS "YOU", AND "YOUR" AND "YOURS" MEAN ALL THOSE NAMED AS BORROWER(S).

BORROWER(S) NAME AND ADDRESS FRANK STEWART 4905 LONG AVE WHITE BEAR MN 55110	DATE OF LOAN 05/02/01	ACCOUNT NUMBER 0000192704
	CHECK NUMBER D	LOAN NUMBER 15705
	MATURITY DATE	

TRUTH-IN-LENDING DISCLOSURE

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
THE COST OF YOUR CREDIT AS A YEARLY RATE. 15.350%	THE DOLLAR AMOUNT THE CREDIT WILL COST YOU. 2,921.13	THE AMOUNT OF CREDIT PROVIDED TO YOU OR ON YOUR BEHALF. 7,724.18	THE AMOUNT YOU WILL HAVE PAID AFTER YOUR HAVE MADE ALL PAYMENTS AS SCHEDULED. 11,321.04

Your Payment Schedule (If Paid Exactly As Shown) Will Be:

NUMBER OF PAYMENTS	AMOUNT OF PAYMENTS	WHEN PAYMENTS ARE DUE
47	235.86	Monthly beginning 07/15/01
1	235.62	Final payment due 06/15/05

THE ANNUAL PERCENTAGE RATE SHOWN ABOVE IS: Fixed for the term of the loan	YOU ARE GIVING A SECURITY INTEREST IN: Goods or property being purchased
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VARIABLE LOAN RATE (if indicated above): The ANNUAL PERCENTAGE RATE will be changed each quarter effective on January 1st, April 1st, July 1st and October 1st (The "Change Date"). The interest rate on your loan may increase if the highest Share Savings rate (The "Index Rate") increases. A Margin of Two (2) Percentage points is added to the index in effect on the change date for loans with original balances of \$2,000 and greater; for loans with original balances less than \$2,000, a Margin of Three (3) Percentage points is added to the index in effect on the change date. (The ANNUAL PERCENTAGE RATE does not take into account your required deposit). The interest rate cannot be greater than 18% per year. The effect of an increase or decrease in the ANNUAL PERCENTAGE RATE will be to increase or decrease the number of payments required to pay the balance in full. SEE REVERSE FOR ADDITIONAL INFORMATION ON VARIABLE RATE LOANS, INCLUDING AN EXAMPLE SHOWING THE EFFECTS OF AN INTEREST RATE INCREASE.

You request Single Credit Life Insurance at a premium of \$136.87 (E) X
 You request Credit Disability Insurance at a premium of \$538.86 (E) X
 YOU DO NOT request Joint Credit Life Insurance. X

CREDIT INSURANCE: Credit Life Insurance and Credit Disability Insurance are not required to obtain credit and will not be provided unless I initial or sign the request above and agree to pay the additional premium cost.

PREPAYMENT: If you pay off the loan early, you will not have to pay a penalty, and you will not be entitled to a refund of part of the Finance Charge.

LATE CHARGE: A Late Charge of \$10.00 or 5% of your monthly loan payment, whichever is greater, may be imposed on all loan payments received more than 10 days after the due date.

See your Contract Documents for any additional information about non-payment, default, any required payment in full before the scheduled date, and repayment, refunds or penalties.

SECURITY: You are giving Interest in: <input checked="" type="checkbox"/> All shares and deposits (see reverse). 1997 SYLVAN 16' PROSELECT SER: SYL5408K697 1998 MERCURY 60HP MOTOR SER: 0G662504 1998 SHORELANDER TRAILER VIN: 1MDBXRR10WA984406	Property Insurance: You may obtain property insurance from anyone you want that is acceptable to the credit union. Read attached "Agreement To Provide Accidental Physical Damage Insurance". X X
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ITEMIZATION OF AMOUNT FINANCED

Amount paid to others on your behalf:

Amount Given to You Directly	0.00	FRANKIES LIVE BT & MARINE	7,724.18
Amount Paid on Your Account	0.00		
Prepaid Finance Charge	0.00		

By signing below or by endorsing/negotiating the check number above, you agree and acknowledge receipt of the terms and conditions of the disclosure statement above, and the loan and security agreement located on the reverse side. If there is more than one borrower, all agree that all said terms and conditions shall apply to all of them jointly and severally.

GUARANTORS/COSIGNERS - SEE NOTICE ON REVERSE SIDE BEFORE SIGNING

ANY FAX TRANSMISSION OF MY SIGNATURE MAY BE HELD EQUALLY ENFORCEABLE AS MY GENUINE SIGNATURE

X	05/02/01	X		X	
Borrower	Date	Co-Borrower	Date	Guarantor/Co-Maker/Collateral Owner	Date

LOAN AND SECURITY AGREEMENT

In these agreements the words "YOU", "YOUR", and "YOURS", mean all those named as borrower(s). "WE", "US", and "OUR" mean the Credit Union.

LOAN AGREEMENT

- A. You, the borrower, promise to pay to the Credit Union or our order all monies borrowed in connection with this loan, plus a Finance Charge according to the terms disclosed in the Truth-in-Lending Disclosure. You further agree to the following:
- B. REPAYMENT. All monies repaid will be applied first to pay insurance charges, if any, Finance Charges and then to the unpaid principal balance.
- C. VARIABLE RATE LOANS. If this is a variable rate loan as indicated on the face, the FINANCE CHARGES will be computed using a variable interest rate which will change from time to time as described herein.
 - (1) EFFECTIVE DATE FOR RATE CHANGES. The ANNUAL PERCENTAGE RATE at which interest is computed will be changed each quarter, effective on January 1st, April 1st, July 1st, and October 1st (The "Change Date"). Adjustments to the ANNUAL PERCENTAGE RATE will be made in accordance with changes in the index as described in the next paragraph.
 - (2) THE INDEX. The index shall be the highest Share Savings Account rate.
 - (3) HOW THE ANNUAL PERCENTAGE RATE IS CALCULATED. The new ANNUAL PERCENTAGE RATE will be determined by adding the margin shown on the reverse side to the index rate in effect on the last change date.
 - (4) LIMITATION ON ADJUSTMENT TO THE ANNUAL PERCENTAGE RATE. The rate shall never be greater than 18%.
 - (5) EFFECT ON INTEREST RATE INCREASE OR DECREASE. When the ANNUAL PERCENTAGE RATE increases, this has the effect of increasing the number of payments required to pay the balance in full. When the ANNUAL PERCENTAGE RATE decreases, fewer payments may be required to pay the balance in full. For example: If your loan is for \$10,000, with an initial ANNUAL PERCENTAGE RATE of 13%, a term of 60 months, and a payment of \$227.59 and the rate increases by 1% after the first year, you would pay 22 more payments at the same amount.
- D. PLEDGE OF SHARES. You pledge to us and give us a security interest in all shares and/or deposits now or in the future held on your behalf in the Credit Union. This pledge of shares and/or deposits is in addition to any shares described as "share secured" on the reverse side by amount and account number. This lien on shares and/or deposits shall not apply to funds held in an IRA or KEOGH ACCOUNT in the event of your default you agree that we may apply all shares and/or deposits on hand to the repayment of your debt.
- E. DEFAULT. If you die or you fail to make any payment to us or you do not meet any condition of this agreement or any other agreement you make with us, we may, at our option, and without notice to you, declare the entire balance immediately due. You will also be in default: 1. If any other creditor tries by legal process to take any money or property of yours; or 2. If you don't use the money we loaned you for the purpose stated in your application; or 3. If you have made a misrepresentation or misstatement in obtaining the loan from us; or 4. If you file chapter 7, 11 or 13 bankruptcy; or 5. Anything else which causes the Credit Union to reasonably believe that it will have difficulty collecting the amount due. You agree to pay us at that time any unpaid principal balance along with the Finance Charge due, insurance charges, if any, and any costs of collection, including but not limited to reasonable attorney's fees. We may accept late payments or partial payments without losing any rights under this agreement. You agree the Annual Percentage Rate set forth on the reverse shall continue to apply to the principal outstanding after default.
- F. LATE CHARGE. We may impose a Late Charge on delinquent loan payments, as disclosed in the Truth-in-Lending Disclosure on the reverse.
- G. DEBTOR PROMISES. You promise to notify us of any change in your name, address or employment. You promise not to apply for a loan if you know there is a reasonable probability that you will be unable to repay your obligation according to the terms of the credit extension. You promise to inform us of any new information which relates to your ability to repay your obligation. You promise not to submit false or inaccurate information or willfully conceal information regarding your credit worthiness, credit standing or credit capacity. You promise that any collateral securing this loan will not be moved from your address shown on the reverse side without our permission.
- H. IRREGULAR PAYMENTS. We can accept late payments or partial payments even though marked "payment in full" without losing any of our rights under this agreement.
- I. COLLECTION COST AND PLACE OF SUIT. If we have to engage an attorney to collect this loan, you agree to pay reasonable attorney's fees and court costs. In the event of suit, you agree that we may sue you in the place where our office is located where this agreement was entered into.
- J. ADDITIONAL PROVISIONS. Each provision of this agreement must be considered a part of the total agreement, and cannot in any way be covered from it. However, you also agree that should any part of the agreement be found invalid, it will in no way affect the remainder of the agreement.
- K. GOVERNING LAW. You understand and agree that this agreement is made in Minnesota and shall be governed by the laws of the State of Minnesota to the extent that Minnesota law is not inconsistent with controlling Federal law. You also understand that Minnesota's choice of law rules shall not be applied if that would result in the application of non-Minnesota law.
- L. Your signing and endorsing any checks or drafts issued under this agreement or your use of the proceeds of this loan shows your acceptance of its terms and conditions.

SECURITY AGREEMENT

As security for this loan you pledge to us all present and future shares and/or deposits in any account you have with us. If you are in default, we may use these shares and deposits to repay any monies which you owe to us. Funds held in an IRA or KEOGH ACCOUNT may not be used as collateral for a loan.

To protect us in case you default on your loan, you give us a security interest in the property (Collateral) described on the reverse. This security interest will cover both the property listed, and any additions you may make to it, as well as the proceeds from the sale of the property. You agree that this collateral secures this debt and debts you may have now or in the future with us, and collateral securing other loans also secures this loan. This cross-collateral agreement does not apply to any property used as your dwelling.

You certify that you are the owner of the property, and there is no one else with an interest in it or claim against it, and that you will not allow anyone else to obtain an interest in the property until our loan is repaid.

You will pay all taxes due on the property, keep it free from liens and maintain it in good condition. You further agree to: a) help us to protect our rights to the collateral, b) not change the location of the collateral, and c) not use the collateral in a reckless or unlawful manner.

You will maintain insurance on the property in a form and amount satisfactory to us and will supply us with proof of such insurance and agree to make any insurance policy payable to us. If, for any reason, the policy insuring the property described is cancelled, you agree that we have a right to any refund from the insurance company. If you fail to maintain required insurance, we may, but are not required to, obtain such insurance and add the cost incurred to your outstanding balance. This cost shall bear interest at the agreed rate of Finance Charge. We may demand immediate payment of any such advances, or at our option, adjust your payment amount to cover advances made by us.

If you are in default and we choose to repossess the property, you will deliver the property to us at the time and place of our selection. We may repossess the property without prior notice and without legal process. You understand and agree that we are not responsible for any of your personal property left inside the collateral at the time of repossession. After we have taken possession of the collateral, we may sell it and apply the proceeds of the sale to the unpaid balance of your loan, plus the Finance Charge owing, and any expenses we have incurred when taking possession of the property. If the proceeds of the sale do not cover the sums owed, you will be liable for the difference. If the proceeds of the sale exceed the sum owned, you will be entitled to the excess. Prior to holding any sale, however, we agree to give you reasonable and legal notice of the date of public sale or the date after which we will be free to have a private sale.

We may delay enforcing any of our rights under this agreement any number of times without losing them. We may enforce this agreement against your heirs and legal representatives. If we agree to change the terms of your loan, you agree that this security interest will remain in force to protect us.

GUARANTEE

By signing as guarantor on the opposite side of this note, I guarantee the payment of this note. I also agree that all other terms of the note will apply to me.

Ex A
P. 2

NOTICE TO COSIGNER

You (the cosigner) are being asked to guarantee this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility.

You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay late fees or collection costs, which increase this amount.

The creditor can collect this debt from you without first trying to collect from the borrower. The creditor can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may become part of your credit record.

This notice is not the contract that makes you liable for the debt.

192 74-20

CERTIFICATE OF TITLE TO A WATERCRAFT

THIS TITLE IS PRIMA FACIE PROOF OF OWNERSHIP
(KEEP IN A SAFE PLACE - ANY ALTERATION OR ERASURE VOIDS THIS TITLE)

HULL IDENTIFICATION NO. SYL54008K697		MAKE SYLVAN	YEAR 1997	LENGTH FT. 16 IN. 0	MODEL PRO SELECT
TITLE NO. L-162-90033	NEW OR USED	PURCHASE DATE	FOR CENTRAL OFFICE USE ONLY		
DATE ISSUED 07/05/2001	HULL TYPE UTILITY	HULL MATERIAL ALUMINUM		REGISTRATION NUMBER 3276 HJ	
ASSIGNMENT BY SELLER (TRANSFEROR)					
(WE) FURTHER CERTIFY THAT THIS WATERCRAFT IS FREE FROM ALL SECURITY INTERESTS, WARRANT TITLE & REGISTRATION FEE PAID TO					
<input checked="" type="checkbox"/> SELLER'S SIGNATURE			<input checked="" type="checkbox"/> 2ND SELLER'S SIGNATURE		
<input checked="" type="checkbox"/> PRINT BUYER'S NAME		DATE OF SALE		FIRST SECURED PARTY (IF NONE, OWNERS)	
SECURED PARTY LISTED FOR THIS WATERCRAFT 4905 LONE AVE WHITE BEAR LAKE MN 55110		ANY ADDITIONAL LIENS		TWIN CITY CO-OPS FEDERAL C.O.U 2680 ARTHUR ST ROSEVILLE MN 55113 LOAN DATE: 4/25/2001	
CONTROL NO. 378628		AUTHORIZED SIGNATURE <input checked="" type="checkbox"/>		FIRST SECURED PARTY'S INTEREST RELEASED BY	

Ex B

MINNESOTA DEPARTMENT OF PUBLIC SAFETY
DRIVER & VEHICLE SERVICES DIVISION
445 MINNESOTA ST., ST. PAUL, MN 55101
CONFIRMATION OF LIEN PERFECTION - DEBTOR NAME AND ADDRESS

First Class
U.S. Postage
PAID
Permit No. 171
St. Paul, MN

STEWART FRANK DARNELL
4905 LONE AVE
WBL MN 55110

E96049

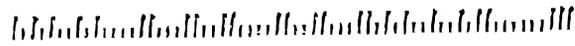
98 Year	SHOR Make	TR Model	F1560N082 Title NR.
1MDBXRR10WA984406 VIN		04/25/01 Security Date	NO Rebuilt

1ST SECURED PARTY

LIEN HOLDER

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

- TWIN CITY CO OP FED CR
2680 ARTHUR ST
ROSEVILLE MN 55113-1339



Ex C

STATE OF MINNESOTA UCC-1 FINANCING STATEMENT

9905440

For Filing
Office

2001 MAY 11 P 4: 20

COUNTY RECORDER

BY _____ DEPUTY

This statement is presented for filing to *Minnesota Uniform Commercial Code Minnesota Statutes Chapter 336.9-402* (Type in Black Ink)

1. Individual Debtor - Last Name Stewart		First Name Frank	Middle I.		
Social Security # 327586861	Mailing Address 4905 Long Ave				
City White Bear	State Mn	Zip Code 55110			
2. Individual Debtor - Last Name		First Name	Middle I		
Social Security#		Mailing Address			
City	State	Zip Code			
3. Business Debtor - Name					
Fed. ID#		Mailing Address			
City	State	Zip Code			
4. Secured Party Name Twin City Co-op Federal Credit Union			5. Assignee of Secured Party		
Mailing Address 2680 Arthur Street			Mailing Address		
City Roseville	State MN	Zip Code 55113	City	State	Zip Code

6. This financing statement covers the following types or items of property. (If crops are covered describe the real estate and list the name and record owner.)

1998 MERCURY 60HP MOTOR
SER: 0G662504

Ex D

Debtor is a transmitting utility
as defined by Minnesota Statutes Chapter 336.9-105

RETURN ACKNOWLEDGEMENT COPY TO: (name and address)

Twin City Co-ops Federal Credit Union
2680 Arthur Street
Roseville, Mn 55113

Please do not type outside the bracketed area.

Debtor's Signature
(Required in Most Cases see Instructions)

Debtor's Signature

Secured Party's Signature

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In re:

Case No. 04-34016-GFK

Frank D. Stewart and
Brenda Stewart,

MEMORANDUM IN SUPPORT OF
MOTION FOR RELIEF FROM
AUTOMATIC STAY

Debtors.

Chapter 13 Case

Twin City Co-ops Federal Credit Union, the Movant, advanced funds to Frank D. Stewart, hereafter the Debtor. As security for payment, Movant obtained a security interest in a boat, boat motor and boat trailer. A term of the parties agreement requires the Debtor to maintain insurance coverage in the collateral.

Debtor and Brenda Stewart commenced a chapter 13 bankruptcy proceeding. At the commencement of the case the Movant's claim was \$5,288.90. Debtors state in the schedules that the boat, motor and trailer have a fair value of \$3,450.00.

Debtors state in their chapter 13 plan that they are to surrender the collateral to the Movant. The Debtors do not provide for payment of Movant's secured claim in the plan.

Debtor has failed to provide proof of continued physical damage insurance coverage in the collateral as required. Movant is insecure and Debtor has not offered adequate protection of Movant's interest.

Section 362 of the Bankruptcy Code provides that the court shall grant relief from the automatic stay for cause, including lack of adequate protection of an interest in property of a party in interest. 11 U. S. C. § 362(d)(1).

Section 362 of the Bankruptcy Code provides that the court shall grant relief from the automatic stay for cause, including lack of adequate protection of an interest in property of a

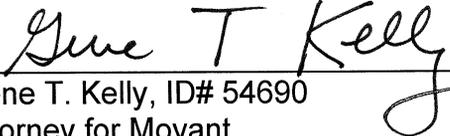
party in interest. 11 U. S. C. § 362 (d)(1). That section also provides that such relief shall be granted with respect to a stay of an act against property if the debtor has no equity in the property and the property is not necessary to an effective reorganization. See 11 U. S. C. § 362 (d)(2).

Debtor's failure to provide physical damage insurance coverage for the Movant's collateral is a "basic step to providing the secured creditors with adequate protection." *In Re Marchand*, 61 B.R. 81 (Bkrtcy.E.D.Ark. 1986), at page 83. Since the Debtor refuses to take this basic step of providing adequate protection, Movant is entitled to an Order lifting the stay as to the collateral.

Debtors have no equity in the collateral based on the Debtor's estimate of value for the collateral. The collateral is not necessary for reorganization based on the fact the Debtors propose in their plan to surrender the collateral to the Movant. Also, the collateral is in the nature of luxury goods which are not needed by the Debtor to reorganize. See, for example, *In re Cordes*, 147 B. R. 498 (Bankr. D. Minn. 1992).

Based on either 11 U. S. C. §362(d)(1) or §362(d)(2), the Movant is entitled to relief from the automatic stay to afford it the opportunity to exercise its lien rights in state court against the above-described collateral.

Dated: August 13, 2004


Gene T. Kelly, ID# 54690
Attorney for Movant
1515 One Financial Plaza
120 South 6th Street
Minneapolis, MN 55402
(612) 332-5890

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In re:

Case No. 04-34016-GFK

Frank D. Stewart and
Brenda Stewart,

UNSWORN DECLARATION
FOR PROOF OF SERVICE

Debtors.

Chapter 13 Case

I, Gene T. Kelly, declare under penalty of perjury that on August 13, 2004, I mailed copies of the foregoing Notice of Hearing and Motion for Relief from Stay, Affidavit, Memorandum, proposed Order and this proof of service by first class mail, postage prepaid, to each entity named below at the address stated below for each entity:

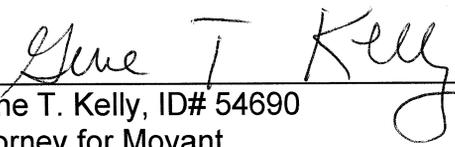
Frank D. Stewart
Brenda Stewart
836 Manomin Avenue
St. Paul, MN 55107

Gregory Wald
Attorney for Debtors
3601 Minnesota Drive, Suite 800
Edina, MN 55435

Jasmine Z. Keller, Trustee
310 Plymouth Building
Minneapolis, MN 55402

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

Date: 8.13.04


Gene T. Kelly, ID# 54690
Attorney for Movant
1515 One Financial Plaza
120 South Sixth Street
Minneapolis, MN 55402
Telephone: (612) 332-5890

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In re:

Case No. 04-34016-GFK

Frank D. Stewart and
Brenda Stewart,

ORDER

Debtors.

Chapter 13 Case

A hearing on the motion of Twin City Co-ops Federal Credit Union for relief from the automatic stay was held before the above Court on the 7th day of September, 2004.

Appearances were noted in the Court's records.

Upon all the proceedings, file, affidavits, exhibits and argument of counsel,

IT IS HEREBY ORDERED, that the automatic stay is terminated with respect to the following property (the collateral):

**1997 Sylvan 16' boat, Serial # SYL5408K697;
1998 Mercury 60 h. p. motor, Serial # 0G662504;
1998 Shorelander trailer, VIN 1MDBXRR10WA984406.**

Notwithstanding Fed. R. Bankr. P. 4001(a)(3), this Order is effective immediately.

Dated: _____

Gregory F. Kishel
United States Bankruptcy Judge