
In Re:
James J Romano
and Adrienne E Romano,
Debtors,

Case No. 04-34121

Chapter 7 Case

NOTICE OF HEARING AND MOTION FOR RELIEF FROM THE STAY

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

1. Jaguar Credit Corporation 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 8, 2004 at 9:30 AM o'clock, in Courtroom No. 228A, 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 2, 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 27, 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 July 15, 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 2002 JAGUAR X-TYPE 4D 3.0 AWD (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. 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 Susan McKenna, 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, Jaguar Credit Corporation moves the Court for an order modifying the automatic stay of §362(a) and such other relief as may be just and equitable.

Dated: August 17, 2004

STEWART, ZLIMEN & JUNGERS, LTD.

/e/ Linda Jeanne Jungers

Linda Jeanne Jungers, Atty ID #5303X

Attorneys for Movant

430 Oak Grove Street #200

Minneapolis, MN 55403

612-870-4100

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

MINNESOTA DEPARTMENT OF PUBLIC SAFETY
DRIVER & VEHICLE SERVICES DIV
445 MINNESOTA ST., ST. PAUL, MN
CONFIRMATION OF LIEN PERFECTION

1. ROMANO JAMES JOSEPH
ROMANO ADRIENNE ELAINE
3504 COMMONWEALTH AV
WOODBURY MN 55125

Permit No. 171
St. Paul, MN

GRV234

1ST SECURED PARTY

LIEN HOLDER

Year 02	Make JAGU	Model 4DXT3	Title NR H299DN329
VIN SAJEA51C62WC10308		Security Date 08/29/01	Rebuilt NO

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

JAGUAR CREDIT CORP
PO BOX 105614
ATLANTA GA 30348-5614

01



EXHIBIT A

MINNESOTA SIMPLE INTEREST VEHICLE RETAIL INSTALLMENT CONTRACT

DATE 08/29/01

Buyer's Name and Address (Including County and Zip Code):
 ADRIENNE ELAINE ROMANO
 3504 COMMONWEALTH AVE
 WOODBURY MN 55125

CREDITOR (Seller Name and Address):
 HANSFORD PONTIAC COMPANY
 222 HENNEPIN AVENUE
 MINNEAPOLIS MN 55401

Handwritten: 158101, 158

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	GVM If Truck (lbs.)	Vehicle Identification Number	Use For Which Purchased
NEW	2002 JAGUAR	X TYPE		SAJEASTL62WC10308	<input checked="" type="checkbox"/> Personal <input type="checkbox"/> Agricultural <input type="checkbox"/> Commercial

Trade-in _____ \$ _____ N/A \$ _____ N/A
 Year and Make Gross Allowance Amount Owning

ITEMIZATION OF AMOUNT FINANCED

1. Cash Price	\$ 47419.00
2. Down Payment	
Rebate Assigned to Creditor	\$ N/A
Cash Down Payment	\$ 5000.00
Trade-In (description above)	\$ N/A
Total Down Payment	\$ 5000.00
3. Unpaid Balance of Cash Price (1 minus 2)	\$ 42419.00
4. Amounts paid on your behalf (Seller may be retaining a portion of these amounts)	
To Public Officials	
(i) for license, title, & registration fees \$ 468.00	
(ii) for filing fees \$ 3.50	
(iii) for taxes (not in Cash Price)	\$ 3459.00
Total	\$ 3930.50
To Insurance Companies for:	
Credit Life Insurance	\$ N/A
Credit Disability Insurance	\$ N/A
Total	\$ 3930.50
5. Amount Financed (3 plus 4)	\$ 46349.50

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
 \$ _____ Premium Insured(s)
 _____ Signature(s)

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

_____ Type of Insurance _____ Term _____
 Insurer \$ _____ Premium
 _____ Signature

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 7.60 %	The dollar amount the credit will cost you \$ 9664.10	The amount of credit provided to you or on your behalf \$ 46349.50	The amount you will have paid when you have made all scheduled payments \$ 56013.60	The total cost of your purchase on credit, including your down payment or \$ 5000.00 \$ 51013.60

Payment Schedule - Number of Payments 59
 Your payment schedule will be: 1 final
 Amount of Each Payment \$ 933.56
 When Payments are due monthly starting 10/13 01

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

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

Any change in this contract must be in writing and signed by you and the Creditor.
 BUYER SIGNS: *James Romano* CO-BUYER SIGNS: *Adrienne E. Romano*

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.
 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.
 Buyer Signs: *James Romano* (Co) Buyer Signs: *Adrienne E. Romano*

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 Jaguar Credit.

Seller: *Hansford Pontiac* By: *[Signature]* Title: *Financing Controller*

Credit Life and Credit Disability Insurance are for the term of the contract. The amount and coverage 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 coverage checked for the term shown. Coverage will be based on the cash value of the vehicle at 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

QUESTIONS?



PLEASE CALL US AT 1-800-646-7000
 SEE BACK FOR ADDITIONAL AGREEMENTS
 97-001

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 90 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, except as otherwise provided by state law.

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 you:

1. You do not make a payment when it is due;
2. You gave false or misleading information on your credit application relating to this contract;
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 the 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 Jaguar 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 Jaguar Credit about this account, call 1-(800)-946-7000. The law of Minnesota applies to this contract. If that law does not allow all of 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 the Contract any claims, defenses or set-offs 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 of the 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(s) must sign each page separately.

Guarantor _____ Address _____
 Guarantor _____ Address _____

RESCHEDULE OF PAYMENTS AGREEMENT

ACCT. NO 28552734

DATE 09/12/03

You, the Buyer (and Co-Buyer), are asking the "Servicer" of the contract ("Contract") described below for the following property ("Property"), to change the payments due under the Contract.

Description of Contract				
Type of Contract	Date of Contract	Account Number	Original Amount Financed	
Retail Installment	08/29/01	28552734	\$46,346.00	
Description of Property				
Year	Make	Model	Body Type	Vehicle Identification Number
2002	JAG	* 11111	S/A	SA7BA51C62WC10308

Buyer and Heider agree to change the Contract only as set out in this agreement. The other provisions of the Contract remain in full force and effect.

ITEMIZATION OF AMOUNT FINANCED

(1) Present Unpaid Balance		\$	35,953.29	(1)
(2) Refund Credit		\$	NA	(2)
(3) Amount Paid on Your Account (1 minus 2)		\$	35,953.29	(3)
(4) Amounts Paid on Your Behalf				
To Public Officials				
(i) for official fees	\$	NA		
(ii) for	\$	NA		
To Insurance Companies for				
Property Insurance	\$	NA		
Credit Life Insurance	\$	NA		
Credit Disability Insurance	\$	NA		
To	for		\$	NA
To	for		\$	NA
To	for		\$	NA
Total	\$	NA		(4)
(5) Amount Financed (3 plus 4)	\$	35,953.29		(5)

Amount Financed (The amount of credit provided to you or on your behalf)	\$	35,953.29
FINANCE CHARGE (The dollar amount the credit will cost you)	\$	8,128.98
ANNUAL PERCENTAGE RATE (The cost of your credit as a yearly rate)	7.6 %	
Total of Payments (The amount you will have paid when you have made all scheduled payments)	\$	44,082.24
Payment Schedule - Your payments schedule will be:		
<input type="checkbox"/>	Number of Payments	Amount of Each Payment
	55	\$667.82
	1 Final	\$667.44
<input type="checkbox"/>	When Payments are due (monthly starting)	10/13/03
Prepayment: If you pay off early, you		
<input type="checkbox"/>	may	<input checked="" type="checkbox"/> will not have to pay a penalty.
<input type="checkbox"/>	may	<input checked="" type="checkbox"/> will not be entitled to a refund of part of the finance charge.
Late Payment: You must pay a Late charge on the portion of each Payment, received more than <u>NA</u> days late. The charge is <u>NA</u> percent of the late amount or <u>NA</u> , whichever is less. (*whichever is greater in Idaho, South Dakota, Utah, and Wyoming.)		
Security Interest: You have given a security interest in the Property being purchased.		
Contract: Please see the 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 refund and penalties.		

BAR
Buyer Initials

are
Co-Buyer Initials

4022 2292

**Vehicle Summary With NADA Values
N.A.D.A Official Used Car Guide
Friday, August 06, 2004**

Guide Edition: Midwest Used Car Guide - July 2004

Vehicle Description: 2002 JAGUAR
X-TYPE-V6 SED 4D 3.0 AWD

VIN: SAJEA51C62WC10308 **Weight:** 3516
Stock #: **MSRP:** \$35,950

N.A.D.A. Base Values:	Retail: \$24,100	Trade: \$20,750	Loan: \$18,675
Mileage Value (N/A Miles)	N/A		
Accessories Values	\$0	\$0	\$0

N.A.D.A Adjusted Values:	Retail: \$24,100	Trade: \$20,750	Loan: \$18,675
Appraiser Adjustment Value	\$0		

Adjusted Values:	Retail: \$24,100	Trade: \$20,750	Loan: \$18,675
-------------------------	-------------------------	------------------------	-----------------------

Accessories:

	Retail	Trade	Loan
--	--------	-------	------

Appraiser Adjustments:

EXHIBIT C

NADA assumes no responsibility or liability for any errors or omissions or
any revisions or additions made by anyone on this report.
All NADA values are reprinted with permission of N.A.D.A. Official Used Car Guide Company Copyright NADASC 2004

In Re:
James J Romano
and Adrienne E Romano,
Debtors,

Case No. 04-34121

Chapter 7 Case

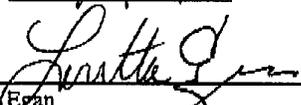
VERIFICATION FOR MOTION FOR RELIEF FROM STAY

I, Loretta Egan, Vendor Supervisor for Jaguar Credit Corporation, the Creditor herein, declare under penalty of perjury that the following is true and correct according to the best of my knowledge, information and belief, and based on the Creditor's business records:

1. I am legally competent to testify and am personally familiar with the debt owed by Debtor to the Creditor on account no. 28552734.
2. The Debtor owes the Creditor \$32,945.98, payoff amount as of August 4, 2004, plus accrued unpaid interest thereon since that date. The monthly loan payment is \$167.92. As of August 4, 2004, the loan payments are in arrears \$1,335.76 for payments owing since June 13, 2004.
3. The debt owed to the Creditor is secured by a perfected lien on a 2002 JAGUAR X-TYPE 4D 3.0 AWD. The current NADA published retail value of the collateral is \$24,100.00.
4. The Statement of Intentions says Debtor will surrender the vehicle; Debtor has failed to do so.
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".
6. Loan documents require insurance be maintained to protect the Creditor's interest in the collateral.

No evidence of insurance has been provided since filing.

Dated: 8/13/04



Loretta Egan
Vendor Supervisor for Jaguar Credit Corporation
National Bankruptcy Svc Center
PO Box 537950
Livonia, MI 48153-7950

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:
James J Romano
and Adrienne E Romano,
Debtors,

Case No. 04-34121

Chapter 7 Case

MEMORANDUM OF FACT AND LAW

Jaguar Credit Corporation ("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 \$32,945.98 as of August 4, 2004. On information and belief, the collateral has an NADA retail value of \$24,100.00. NADA pages showing this collateral value are attached as Exhibit "C".

The Statement of Intentions says Debtor will surrender the vehicle; Debtor has failed to do so. 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.

There has been a further material default in that the Debtor has failed to comply with the Contract provision requiring Debtor to supply Movant with evidence of collateral insurance. On information and belief, the Debtor has failed to maintain such insurance.

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 13, 2004.

- Failure to make payments due post petition under the Contract.
- Failure to surrender the collateral as stated.
- Failure to maintain physical damage insurance on 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 (Bkrcty. D.N.H. 1983). In the present case, the balance due Movant on the Contract is \$32,945.98. 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: August 17, 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:
James J Romano
and Adrienne E Romano,
Debtors,

Case No. 04-34121

Chapter 7 Case

UNSWORN CERTIFICATE OF SERVICE

I, Linda Jeanne Jungers, declare under penalty of perjury that on August 17, 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.

James J Romano
3504 Commonwealth Ave
Woodbury, MN 55125

Adrienne E Romano
3504 Commonwealth Ave
Woodbury, MN 55125

Curtis K. Walker
4356 Nicollet Ave S
Minneapolis, MN 55409

Michael J. Iannacone
Chapter 7 Trustee
8687 Eagle Point Blvd
Lake Elmo, MN 55042

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

Executed on: August 17, 2004

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

04-03291-0

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:
James J Romano
and Adrienne E Romano,
Debtors,

Case No. 04-34121

Chapter 7 Case

ORDER FOR RELIEF FROM THE STAY

Jaguar Credit Corporation's Motion for an order granting relief from the stay came before the Court on September 8, 2004 at 9:30 AM o'clock.

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

IT IS HEREBY ORDERED:

1. The automatic stay is modified to permit Jaguar Credit Corporation to repossess and sell the
2002 JAGUAR X-TYPE 4D 3.0 AWD, VIN SAJEA51C62WC10308
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