

In Re:
Shellie M Stahl,
Debtor,

Case No. 04-34347
Chapter 13 Case

NOTICE OF HEARING AND MOTION FOR RELIEF FROM THE STAY

- TO: Debtor(s) and other entities specified in Local Rule 9013-3.
1. VW Credit, Inc. 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 on July 27, 2004. The case is now pending in this court.
 5. This motion arises under 11 U.S.C. §362(d), §365(a) and (d), and Fed. R. Bankr. P. 4001 and 6006. 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 of §362(a), to terminate the lease and to repossess the 2003 VOLKSWAGEN JETTA GLI 2.8 vehicle leased to Debtor, and requests the court permit Movant to immediately enforce the order requested, without the 10 day stay imposed by Rule 4001(a)(3).

6. Movant requests relief under §362(d)(2). Debtor has no equity in the vehicle and the vehicle is not necessary to an effective reorganization. Movant requests relief for cause under §362(d)(1). Failure to assume the Lease and to provide adequate protection or adequate assurance of future performance under the Lease constitutes cause.
7. If testimony is necessary as to any facts relevant to this motion, the person who signed the verification to this motion or some other representative for Movant, from Movant's offices in Minnesota, will testify regarding the Lease terms and default.
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, VW Credit, Inc. moves the Court for an order modifying the automatic stay of §362(a) and the codebtor stay of §1301(a), if applicable, and such other relief as may be just and equitable.

Dated: September 23, 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.

SELLER'S NOTICE OF SALE

When you sell this vehicle, you are responsible to file the information below with the Department of Public Safety **within 10 days**. Please file the information over the Internet at midwestinfo.org or complete all information on I-1's post card and submit by mail. This notice is not required if sold to a licensed dealer. M.S. 39A.10

MINNESOTA MOTOR VEHICLE REGISTRATION CARD

MR VOLK 43 DE

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СОСЕДИЧЕСКАЯ ПОЛИТИКА. №23525

AMOUNT 181.513 EXP 09/30/04

TM

12986-76 200.00

VM CERTUS LEGIT

1401 FRANKLIN BLVD
LIBERTYVILLE IL 60048-4460

<u>321CROS</u>	<u>FVWVH9M23M087544</u>
Title Number	Vehicle Identification Number
<hr/>	
Start Date:	
<hr/>	
Publisher Name, License Number	
<hr/>	
Publisher's Full Name	Print Name & Initials
<hr/>	
Street Address	
<hr/>	
City	County
<hr/>	
State Z. Code	

PLEASE PRINT

EXHIBIT A

STAN.
831885326-01
831885324

Motor Vehicle Lease Agreement



NFS 9/8/2004

APPROVAL NO. 3188532	LESSOR NAME AND BUSINESS ADDRESS BURNSVILLE VOLKSWAGEN, INC. 12020 1 35W SOUTH BURNSVILLE MN 55337	LESSEE NAME AND BUSINESS ADDRESS SHELLIE MARIE STAHN 14212 AVALON PATH ROSEBURG OR 97460
LEASED TO (Name and Suffix) 10/06/2003	TELEPHONE NUMBER 402415	COUNTY DAKOTA
Leasee Billing Address (if different from above) STREET ADDRESS, CITY, STATE, ZIP CODE AND COUNTY		Primary Residential Address (if different from above) STREET ADDRESS, CITY, STATE, ZIP CODE AND COUNTY

"You", (the "Lessee" and "Co-Lessee", if applicable) agree to lease from Lessor the following Vehicle. If more than one Lessee executes this Lease, each Lessee will be individually liable for the entire amount owing under this Lease.

Lessor will assign the Lease and leased Vehicle to VW Credit Leasing, Ltd., or its assigns (the "Holder").

YEAR 2003	MAKE VOLKSWAGEN	MODEL JETTA	BODY TYPE JETTA GL	VEHICLE IDENTIFICATION NUMBER 3VWVH69N23M089544	ODOMETER READING 20	<input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED <input type="checkbox"/> DEMO
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Primary use of Vehicle is for Personal, Family or Household purposes unless the following box is checked: Primary use of Vehicle is for Business, Commercial or Agricultural purpose

YOUR PAYMENT CALCULATIONS						
1 Amount Due at Lease Signing or Delivery	2 Monthly Payments	3 Other Charges (Not part of your Monthly Payment)				
Signing or Delivery (Itemized below)	A. Your first Monthly Payment of \$ 383.70 due 10/06/2003 followed by 47 payments of \$ 383.70 due on the 15th of each month, beginning on 11/15/2003 \$ 2559.45	A. Turn-in Fee (If you do not purchase the Vehicle) \$ 350.00	B. N/A	C. \$ 20543.25 (Gross Capitalized Cost plus Section 3(a) minus Section 3(d)(2) minus Section 5(a)(2))	Total \$ 350.00	

5 Itemization of Amount Due at Lease Signing or Delivery

A. Amount Due at Lease Signing or Delivery:
1. Capitalized Cost Reduction \$ 1400.00
2. Taxes on Capitalized Cost Reduction N/A
3. First Monthly Payment \$ 383.70
4. Refundable Security Deposit \$ 400.00
5. Acquisition Fee N/A
6. Title Fees \$ 17.50
7. Registration Fees \$ 304.00
8. Sales Tax \$ 4.25
9. License Fees N/A
10. 100 EFE \$ 50.00
11. N/A
12. N/A
13. N/A
14. N/A
15. N/A
16. Total \$ 2559.45

B. How the Amount Due at Lease Signing or Delivery

Delivery will be Paid:
1. Net Trade-in Allowance \$ 1400.00
2. Rebates and Noncash Credits N/A
3. Amount to be Paid in Cash \$ 1159.45
4. Amount to be Paid by Credit Card N/A
5. Total \$ 2559.45

6. Your Monthly Payment is Determined as Shown Below:

A. Gross Capitalized Cost: The agreed upon value of the Vehicle \$ 2559.45 , and any Items You pay over the Lease Term (down to taxes, fees, services contracts, insurance, and any outstanding prior credit or lease balance) \$ 26034.45
B. Capitalized Cost Reduction: The amount of any Net Trade-In Allowance, Rebate, Noncash Credit, or Cash You pay that reduces the Gross Capitalized Cost \$ 1400.00
C. Adjusted Capitalized Cost: The amount used in calculating Your Base Monthly Payment \$ 26334.45
D. Residual Value: The value of the Vehicle at the end of the Lease used in calculating Your Base Monthly Payment \$ 1150.25
E. Depreciation and any Amortized Amounts: The amount charged for the Vehicle's decline in value through normal use and for other items paid over the Lease Term \$ 13130.20
F. Rent Charge: The amount charged in addition to the Depreciation and any Amortized Amounts \$ 4163.24
G. Total of Base Monthly Payments: The Depreciation and any Amortized Amounts plus the Rent Charge \$ 17293.44
H. Lease Payments: The number of payments in Your Lease (the number of months in Your Lease ("Lease Term")) 38
I. Base Monthly Payment: \$ 360.28
J. Monthly Sales/Use Tax: \$ 23.42
K. N/A
L. Total Monthly Payment ("Monthly Payment") \$ 383.70

7. Excessive Wear and Use: You may be charged for Excessive Wear based on our standards for normal use and for mileage in excess of **48000** miles for the Lease Term with a maximum odometer reading of **49000** miles. You will not receive a credit or rebate if You drive the Vehicle for less mileage. If box is checked, above mileage includes miles over the Lease Term purchased at **\$ 0.00** per mile, which is included in Your Monthly Payment.

8. Purchase Option at End of Lease Term: You have an option to purchase the Vehicle at the end of the Lease Term for a Purchase Option Amount of **\$ 11504.25**, plus a Purchase Option Fee of **\$ 0** **N/A**, plus all amounts You owe under the Lease, plus any usage fees and taxes imposed in connection with the purchase of the Vehicle.

9. Other Important Terms: See the front and back of this Lease for additional information on Early Termination, Purchase Options and maintenance responsibilities, warranties, late and default charges, insurance, and any security interests, if applicable.

Notice: If you do not meet your Lease obligations, you may lose the Vehicle.

AK, OR, and SD Notice: If this Lease is for a consumer purpose, then this Lease is CONSUMER PAPER.

A. Agreed Upon Value of the Vehicle \$ 2559.45
B. Outstanding Prior Credit or Lease Balance N/A
C. Service Contract N/A
D. Acquisition Fee \$ 575.00
E. Sales Tax N/A
F. Initial License, Title and Registration Fees N/A
G. N/A N/A
H. N/A N/A
I. N/A N/A
J. N/A N/A
K. N/A N/A
L. Gross Capitalized Cost \$ 26034.45

11. Service Contract: Although You are not required to do so, You agree to purchase a contract for certain services and repairs of the Vehicle, if invited below. The term of this protection will be **N/A** months from the Lease Date or from the date of Vehicle delivery or until the Vehicle's odometer shows **N/A** miles, whichever occurs first. If You have decided to purchase the protection, You have reviewed the terms of the contract which describe the details of the protection and understand a copy of the completed contract will be sent to You as soon as practicable.

NAME AND ADDRESS OF SERVICE CONTRACT PROVIDER
STATE FARM INSURANCE

You choose to purchase a Service Contract for **N/A** and pay for it during the Lease Term as part of the Monthly Payment, or You have paid cash for the Service Contract.

X **LESSEE INITIALS** X **LESSOR INITIALS**

NOTICE TO LESSEE: (A) DO NOT SIGN THIS LEASE BEFORE YOU READ IT, (B) YOU ARE ENTITLED TO A COPY OF THIS LEASE.

YOU ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS LEASE.

LESSEE SIGNATURES

LESSOR SIGNATURE

LESSOR SIGNATURE

The authorized signature of the Lessor has the effect of: (1) Accepting the terms and conditions of this Lease, and (2) Assigning to Holder as indicated in the assignment below all rights, title and interest in and to the Vehicle and this Lease, including all amounts to become due under it, subject to the provisions of the Direct Lease Finance Plan Agreement between Lessor and Holder.

The undersigned unconditionally guarantees payment to Holder of all liabilities and indebtedness of the above Lessor under the terms of this Lease and full performance under the terms of this Lease. Holder shall not be required to exhaust any recourse or take any action against Lessor before being entitled to payment by the undersigned of all amounts hereby guaranteed. If Lessor defaults, Holder shall have the right to approve any extensions, renewals, modifications, or changes of any kind, including any increase in the amount of any indebtedness, liability or obligation under the terms of this Lease without waiving any right against the undersigned. The undersigned agrees to pay to Holder all amounts due under this Lease, including all amounts due under the Direct Lease Finance Plan Agreement, and to pay all expenses (including, but not limited to, attorneys' fees and legal expenses) incurred by Holder if it has to enforce this Guaranty. The undersigned acknowledges having received a copy of this Lease.

GUARANTOR SIGNATURE
X
STREET _____ CITY _____ STATE _____ ZIP CODE _____ TELEPHONE NUMBER _____
HOME OFFICE

THIS LEASE CONTINUES ON THE REVERSE SIDE. PLEASE READ BOTH SIDES FOR TERMS AND CONDITIONS.

EXHIBIT B

15. Vehicle Insurance

You must insure the Vehicle during the Lease Term. This insurance must be acceptable to Holder and protect You and Holder with (A) comprehensive, fire and theft coverage with a maximum deductible amount of \$750, and (B) collision coverage with a maximum deductible of \$750, and (C) automobile liability insurance with a minimum liability limit of \$10,000 per person and \$30,000 per accident, and \$50,000 minimum uninsured motorist coverage or \$20,000 combined single limit, and (D) uninsured motorist coverage as required by the law of the state in which the Vehicle is registered. Your insurance policy must name Holder as lessor/payer on coverage (A) and (B) and

The insurance listed above is required in connection with this Lease. You have the option of providing the required insurance through an existing policy or insurance company authorized to transact business in the state in which this Lease was signed. Holder may for reasonable cause decline the insurance provided by You.

VEHICLE USE AND MAINTENANCE

16. Vehicle Use and Registration

You agree not to use or permit the Vehicle to be used for any unlawful purposes, for hire or for rent. You agree not to use or permit the Vehicle to be removed from the United States without Holder's prior written consent. You will not let an unqualified, inexperienced or unskilled driver drive the Vehicle. You will not use or permit the Vehicle to be used to pull trailers or to alter or install equipment without Holder's prior written consent, or install equipment that renders the Vehicle unsafe or unlawful to operate, and You will remove such equipment at Your own expense. You will arrange and pay for the removal/replacement and removal of any equipment at Your own expense. You will arrange and pay for the removal/replacement and removal of all license, title and registration costs. If You move or change the Vehicle's mailing address, You will notify Holder immediately and pay for all resulting taxes and fees, registration, or other fees.

LATE CHARGES, LOSS OF VEHICLE AND DEFAULT

18. Late Charges and Returned Instrument Charge

If any portion of any Monthly Payment is not received within 10 days after its due date, You will pay a Late Charge of \$15, if allowed by state law. If You sign this Lease in Kansas, the late charge will be the lesser of \$15 or 1% of the amount of the monthly payment. A Returned Instrument Charge of \$15 or 1% of any check, instrument or electronic funds deposit which is returned unpaid for any reason, if allowed by state law. If You sign this Lease in Kansas, the Late Charge will not exceed \$10 and will only be due if all or any portion of a Monthly Payment is not received within 15 days of the date due. If You sign this Lease in Iowa, a Late Charge will not be assessed.

19. Damage, Loss, or Danger to Vehicle

Except as noted in the Waiving of GAP Agreement, You are responsible for the cost of loss, damage or destruction of the Vehicle and/or its contents, as is reasonably incurred by Holder. If the Vehicle is damaged or destroyed by acts of God, Holder will be liable for the damage or destruction caused by any governmental authority. If Holder terminates this Lease, You will owe the Holder the "Early Termination Liability," which is the difference between the Early Termination Liability and the amount of any amounts You are responsible for at the time of termination which are not a result of normal wear and use. These repairs include, but are not limited to, those necessary to return the Vehicle to its pre-accident condition, including repairs to exterior sheet metal and plastic components, and to vehicle safety systems, including air bag, seat belt and bumper system components. All repair work will be made with original equipment, or equivalent parts or equipment. You acknowledge that this requirement will be honored by Your insurance company prior to signing a repair estimate or before authorizing any repair work.

PURCHASE OPTION AND ENDING YOUR LEASE

22. Excessive Wear and Use

You agree to pay Holder for the amount it would cost to make up to the vehicle that are not the result of normal wear and use. Holder or its service provider, usually makes the repairs. Repair or replacement parts, including tires, must be made with original equipment manufacturer parts or those of equal quality. These costs include, but are not limited to, the amount it would cost to:

- Repair: (1) repetitive mechanical or mechanical parts including power accessories; (2) any and all damage, including scratches or划痕 on any body or trim part; (3) gouges or tears through bushes, hoses, broken or damaged parts; (4) mismatched paint or trim; (5) any damage to exterior identification or modifications anywhere on or in the Vehicle; (3) seats, seat belts, headrests, door panels or trim panels; (6) any damage to interior trim or upholstery.
- Replace: (1) front or rear crumple zones or related areas to vehicles that permit VIN visibility; windows, headlight lenses or sealed beams; tailight assemblies; (2) any not part of a matching set of five tires of the same brand, size and quality (or four with emergency "doughnut" spare); mismatched tires; (3) any damage to the number plate or frame; (4) any damage to the front or rear bumpers, custom or plowed skid-plates; or (5) any missing parts, accessories and accommodations, including bumpers, ornamental trim, sunroofs, hubcaps, rear-view mirrors, radio and stereo components or spare tire.

23. Vehicle Return, Inspection, and Additional Payments

You do not have to purchase the Vehicle at the end of the Lease Term. You agree to make the Vehicle available for inspection at Holder's request. If You are not present for the inspection or do not sign the "Condition Report," You agree that the Report is fair and binding. You must return the Vehicle to the delivering dealer, or to another reasonable location selected by Holder, within one business day after the Lease Term ends. You will receive a refund of the last month's rent and the last month's monthly payment and the Vehicle is returned. Payment of these amounts will not allow You to keep the Vehicle. Accepting a "Monthly Payment due" not automatically means Holder agrees to shorten the lease.

24. Odometer Disclosure Statement

Failure to disclose the actual mileage of the Vehicle's mileage to Holder upon the Lease Termination. Failure to complete an Odometer Disclosure Statement and return it to Holder or making a false statement may result in fines and/or implementation. You will be required to Odometer Disclosure Statement to complete, sign, and return to Holder prior to the termination of the Lease. Mileage usage is determined solely by the odometer reading. If the odometer breaks, You must immediately report it to Holder and it shall be provided supporting documentation to indicate the date and mileage when it failed and the date it was repaired or replaced.

25. Purchase Option

You understand that it is You the Lessee and You have no equity or other ownership rights in the Vehicle or its contents or representations parts other than the Purchase Option, assignable to the Lessee only. A. If You exercise the Purchase Option at any time prior to the Scheduled Termination, You agree to pay Holder:

- The Purchase Option Amount, plus
- The Purchase Option Fee, plus
- Any past due Monthly Payments and other amounts due; plus
- Any Official Fees and Taxes Imposed under the Early Termination plan
- The amount of any amounts You are responsible for at the time of termination which are not yet due; minus
- Unearned Rent Charges which are calculated under the Scheduled Actual Method. The term "Scheduled Actual Method" means the method of allocating Base Monthly Payments between Depreciation and any Admin. Charges and Rent Charges. Under this method, a Base Monthly Payment is first applied to the depreciation and then to the Rent Charges, and so on, until the entire amount of the monthly payment has been applied to depreciation and any Unearned Amounts. This method treats the Rent Charge for each monthly period as being fully earned on the first day of the period and assumes that all Monthly Payments were received on scheduled due dates.

ADDITIONAL INFORMATION

28. Limited Power of Attorney

You agree to let Holder act as agent sign Your name on any title or registration and on any check or draft Holder receives for damage or loss of the Vehicle.

29. Taxes, Fees, Fines, Parking Tickets and Other Charges

You will pay all taxes (excluding Holder's income taxes), fees and fines imposed by any government body when applying for or renewing titles or registrations for the Vehicle, whether such taxes or fees are assessed directly on the Vehicle or on the Lessee. You are responsible for all fines, fees, penalties, and other charges imposed on You as a result of a tax increase. If You live or move into a personal property tax state, You agree to pay this tax when billed. If Your Lease is terminated prior to the time the personal property tax is due, You will pay the personal property tax and pay a fine, fees, penalties, and other charges imposed on You as a result of a tax increase. You will not receive any interest on the amount paid to the state for personal property tax. You will reimburse Holder for the amount paid plus a \$50 administration fee per incident, if permitted by law.

30. Refundable Security Deposit

You will pay the security deposit amount due at the beginning of the term of the Lease. Holder will retain the Refundable Security Deposit until all amounts due under the Lease have been paid in full, including, but not limited to amounts due for personal property taxes. Any amount You owe under the terms of the Lease and do not pay will be deducted from the Refundable Security Deposit whenever payment is due. Holder will not deduct amounts due under the Lease for any reason, except for amounts due under the terms of the Lease which are deducted 8 months after the date of issue. You will not receive any interest on the Refundable Security Deposit during or after the Lease Term and You agree that Holder may retain any interest earned, if any.

31. Security Interest

You grant Holder a security interest in the rights, proceeds and refunds arising from any insurance contract or in any service contract related to the Vehicle.

32. Ownership and Assignment

You understand and agree that this Lease is assigned to Holder or its assignees as depicted on the back of the Lease. Holder shall be the sole owner of the Vehicle and its accessories, whether original or altered subsequent to the commencement of the Lease, and the certificate of title must be in the name of

Holder with the primary coverage as an additional insured on coverage (C) and (D). You must give Holder evidence of this insurance. You authorize Holder on Your behalf, to receive and endorse checks or drafts and settle or release any claim under the insurance related to Holder's ownership of the Vehicle. You will not make any changes to the insurance coverage in the Vehicle while it remains in the Vehicle. LESSOR IS NOT PROVIDING VEHICLE INSURANCE OR LIABILITY INSURANCE. The insurance policy, endorsement letter, or certificate of insurance must provide for no less than 30 days notice of any cancellation or reduction in coverage.

You have the option of providing the required insurance through an existing policy or insurance company authorized to transact business in the state in which this Lease was signed. Holder may for reasonable cause decline the insurance provided by You.

VEHICLE USE AND MAINTENANCE

17. Maintenance and Repair

You agree to maintain and service the Vehicle during the Lease in accordance with the manufacturer's recommended maintenance in the owners manual. You shall pay maintenance costs not covered by the manufacturer's limited warranty. You will use original equipment manufacturer parts or those of equal value in the maintenance and service of the Vehicle. You will maintain and keep in the Vehicle a record of all maintenance performed on the Vehicle. This maintenance record will be available to Holder at any time, and will be provided to Holder at the end of the Lease. You will not make any change to the Vehicle without Holder's prior written consent. Holder may inspect the Vehicle upon request.

If the Vehicle is sold a total loss by Your insurance carrier, regardless of cause, Holder has the option of terminating the Lease and reselling the Vehicle with another Vehicle in kind. If Holder terminates the Lease, Holder will accept the insurance loss proceeds received as satisfaction of Your Early Termination Liability if (A) You have complied with the insurance requirements, (B) paid the deductible, and (C) kept all Your other promises under the Lease (including making required Lease payments while awaiting an insurance settlement).

21. Default and Remedies

A. Default: You will be in Default if (1) You fail to make any payment when due; (2) You fail to maintain the required insurance; (3) You file for bankruptcy; (4) the Vehicle is seized; (5) You have provided false or misleading information in Your credit application; (6) You violate any provision of this Lease; (7) You fail to pay any amount due under the Lease; (8) You fail to keep the Vehicle in good condition; (9) You fail to pay any amount due under the Purchase Option; (10) You fail to keep the Vehicle in a safe condition; (11) You fail to pay any amount due under the Early Termination Liability; (12) You fail to pay any amount due under the Purchase Option; (13) You fail to pay any amount due under the Purchase Option if the Vehicle is subsequently purchased from VW Credit Leasing, Ltd. None of VW Credit Leasing, Ltd., VW Credit, Inc., or VW Credit Leasing, Ltd. will be liable for any amounts due under the Purchase Option.

B. Remedies: If You Default, Holder may end the Lease and take the Vehicle back in accordance with the terms of the Lease. Holder may sue You for any amount You owe under the Lease. Holder will not increase You from Your Lease obligations. You will pay costs, expenses and reasonable attorney's fees which Holder incurred to obtain, hold, and sell the Vehicle, collect amounts due and enforce Holder's rights under this Lease to the extent permitted by law.

A:

- If You exercise the Purchase Option at Scheduled Termination, the Purchase Price will be:
- The Purchase Price, plus
- The Purchase Option Fee, plus
- All amounts You owe under the Lease; plus
- Any attorney fees and costs imposed in connection with the purchase.

NOTICE: You are hereby advised that (1) VW Credit Leasing, Ltd. has sold its VCI Account Services, LLC to a third party under the terms to acquire the VCI, and (2) VW Credit Leasing, Ltd. has sold its VCI Account Services, LLC, under the Lease to a third party if the Vehicle is subsequently purchased from VW Credit Leasing, Ltd. None of VW Credit Leasing, Ltd., VW Credit, Inc., or VW Credit Leasing, Ltd. will be liable for any amounts due under the Purchase Option.

C. Early Termination Liability: The Early Termination Liability is calculated as follows:

- The "Turn-in" Fee; plus
- Any past due Monthly Payments and any other amounts due; plus
- The Purchase Option Amount imposed upon Early Termination; plus
- The cost of returning, storing and selling the Vehicle; plus
- The Base Monthly Payment times the number of payments not yet due, minus
- for description of Scheduled Actual Method, minus
- The amount, if any, by which the Vehicle Sale Price, as defined below, exceeds the Purchase Option Amount.
- If the Purchase Option Amount exceeds the Vehicle Sale Price, the lesser of (1) Charges for Early Termination and Use and for any excess mileage, prorated annually; or (2) The amount by which the Purchase Option Amount exceeds the Vehicle Sale Price.

If this amount is less than zero, we will not give You a refund or credit.

If the Vehicle Sale Price will be determined as follows:

- An agreement between You and Holder; or
- By the disposition of the Vehicle in a commercially reasonable manner; or
- Within 10 days prior to the end of the Lease, You may obtain, at Your own expense, from an independent third party agreeable to both You and Holder, a professional appraisal of the wholesale value of the Vehicle which could be realized at sale.

27. SCHEDULED AND TERMINATION

Except for Early Termination, the Lease will terminate or end upon:

- The end of the Lease Term or 90 days or less prior to the end of the Lease Term;
- Return and inspection of the Vehicle;
- Completion and return of a signed Odometer Disclosure Statement; and
- Delivery of the Vehicle to Holder.

D. The Turn-in Fee: The Turn-in Fee will be waived if You simultaneously replace this Lease with another lease through VW Credit Leasing, Ltd. or a retail contract through VW Credit, Inc. or Volkswagen USA.

E. Any amounts owing for Excessive Wear and Use:

F. Any amounts owed for Excess Mileage:

G. The Base Monthly Payment times the number of payments not yet due if any; and

H. Any amounts due and unpaid under the Lease.

I. Holder's Right to Terminate Early: Holder may terminate this Lease prior to the end of the Lease Term if You are in Default. If You do not exercise the Purchase Option upon such termination, Holder will not increase You from Your Lease obligations.

J. Early Termination Liability: The Early Termination Liability is calculated as follows:

- The "Turn-in" Fee; plus
- Any past due Monthly Payments and any other amounts due; plus
- The Purchase Option Amount imposed upon Early Termination; plus
- The cost of returning, storing and selling the Vehicle; plus
- The Base Monthly Payment times the number of payments not yet due if any; and
- Any amounts due and unpaid under the Lease.

K. Holder's Right to Retain the Vehicle: Holder may retain the Vehicle upon termination of the Lease if You do not exercise the Purchase Option.

L. Holder's Right to Terminate Early: Holder may terminate this Lease prior to the end of the Lease Term if You are in Default. If You do not exercise the Purchase Option upon such termination, Holder will not increase You from Your Lease obligations.

M. Holder's Right to Retain the Vehicle: Holder may retain the Vehicle upon termination of the Lease if You do not exercise the Purchase Option.

N. Holder's Right to Terminate Early: Holder may terminate this Lease prior to the end of the Lease Term if You are in Default. If You do not exercise the Purchase Option upon such termination, Holder will not increase You from Your Lease obligations.

O. Holder's Right to Retain the Vehicle: Holder may retain the Vehicle upon termination of the Lease if You do not exercise the Purchase Option.

P. Holder's Right to Terminate Early: Holder may terminate this Lease prior to the end of the Lease Term if You are in Default. If You do not exercise the Purchase Option upon such termination, Holder will not increase You from Your Lease obligations.

Q. Holder's Right to Retain the Vehicle: Holder may retain the Vehicle upon termination of the Lease if You do not exercise the Purchase Option.

R. Holder's Right to Terminate Early: Holder may terminate this Lease prior to the end of the Lease Term if You are in Default. If You do not exercise the Purchase Option upon such termination, Holder will not increase You from Your Lease obligations.

S. Holder's Right to Retain the Vehicle: Holder may retain the Vehicle upon termination of the Lease if You do not exercise the Purchase Option.

T. Holder's Right to Terminate Early: Holder may terminate this Lease prior to the end of the Lease Term if You are in Default. If You do not exercise the Purchase Option upon such termination, Holder will not increase You from Your Lease obligations.

U. Holder's Right to Retain the Vehicle: Holder may retain the Vehicle upon termination of the Lease if You do not exercise the Purchase Option.

V. Holder's Right to Terminate Early: Holder may terminate this Lease prior to the end of the Lease Term if You are in Default. If You do not exercise the Purchase Option upon such termination, Holder will not increase You from Your Lease obligations.

W. Holder's Right to Retain the Vehicle: Holder may retain the Vehicle upon termination of the Lease if You do not exercise the Purchase Option.

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Trade-In	Body Type	Model No.	Loan	Retail	Trade-In	Body Type	Model No.	Loan	Retail
Conv GLS Turbo	CD21Y				13925 Hatchback 2D GTI 1.8T.. DE 12550 16175				
2004 JETTA-4 Cyl.-5 Spd.	MC: II				15325 Hatchback GTI VR6 (6 Spd.) ..KE				
Sedan 4D GL	R069M				11525 Hatchback 4D GL ..DH 13800 17650				
Sedan 4D GL TDI	RR69M				12925 Hatchback 4D GL ..FP 10375 13650				
Sedan 4D GL 1.8T	RE69M				12425 Hatchback 4D GLS ..GK 11200 14575				
Sedan 4D GLS	S069M				13825 Hatchback 4D GLS TDI ..GP 12450 16075				
Sedan 4D GLS TDI	SR69M				250 Add Alum/Alloy Wheels .. 250 300 (Std. GL, GLS) ..				
Sedan 4D GL 1.8T	SE69M				475 Add AT .. 475 550				
Wagon 4D GL	R161J				325 Add Leather Seats .. 325 375				
Wagon 4D GL TDI	RR61J				450 Add Power Sunroof .. 450 500 (Std. Annv. GLS) ..				
Wagon 4D GLS	S161J				75 Add Theft Recovery System .. 75 100				
Wagon 4D GLS TDI	SR61J				2003 NEW BEETLE-4 Cyl.-5 Spd. MC: II				
Wagon 4D GL 1.8T	SE61J				11575 Coupe 2D GL ..BK21C 10425 13800				
NEW BEETLE/JETTA OPTIONS					12275 Coupe 2D GL TDI ..BP21C 11050 14625				
Add Sport Pkg ..					12425 Coupe 2D GL Turbo ..BD21C 11200 14775				
(Jetta GLS 1.8T) ..					12725 Coupe 2D GLS ..CK21C 11475 15100				
Add AA Wheels (GL) ..					13425 Coupe 2D GLS TDI ..CP21C 12100 15825				
Add AT ..					13575 Coupe 2D GLS Turbo ..CD21C 12225 16000				
Add CD (Std. Jetta) ..					14500 Coupe 2D GLX Turbo ..DD21C 13050 16975				
Add Leather (Std. Turbo S) ..					16650 Convertible 2D GL ..BK21Y 15000 19250				
Add Power Sunroof ..					17250 Convertible 2D GLS ..CK21Y 15525 19975 Conv GLS Turbo ..CD21Y				
(Std. GLS, Turbo S) ..					2003 JETTA-4 Cyl.-5 Spd. MC: II				
Add Theft Recovery System ..					12100 Sedan 4D GL ..RK69M 10900 14450				
2004 PASSAT-4 Cyl. Turbo	MC: III				13500 Sedan 4D GL TDI ..RP69M 12150 15925				
Sedan 4D GL ..MD					13350 Sedan 4D GL 1.8T ..RE69M 12025 15750				
Sedan 4D GLS ..PD					13800 Sedan 4D GLS ..SK69M 12425 16225				
Sedan 4D GLS 4Motion ..PD					15200 Sedan 4D GLS TDI ..SP69M 13700 17700				
Wagon 4D GL ..ND					15050 Sedan 4D GLS 1.8T ..SE69M 13550 17550				
Wagon 4D GLS ..VD					14900 Sedan 4D Wolfsburg ..PE69M 13425 17400				
Wagon 4D GLS 4Motion ..VD					16375 Sed GLI VR6 (6 Spd.) ..VH69M 14750 18950				
PASSAT OPTIONS					17350 Sedan GLX VR6 (AT) ..TH69M 15625 20075				
Add Sport Pkg ..					13300 Wagon 4D GL ..RK61J 11975 15700				
Add AA Wheels (GL) ..					14700 Wagon 4D GL TDI ..RK61J 13250 17175				
Add Leather (Std. GLX, W8) ..					14550 Wagon 4D GL 1.8T ..RE61J 13100 17025				
Add Theft Recovery System ..					15000 Wagon 4D GLS ..SK61J 13500 17500				
Deduct W/out AT ..					16400 Wagon 4D GLS TDI ..SP61J 14775 18975				
2004 PHAETON-4MOTION	MC: IV				16250 Wagon 4D GLS 1.8T ..SE61J 14625 18825				
Sedan 4D V8 ..(F)					17375 Wgn GLS 1.8T Prem..TE61J 15650 20100				
Sedan 4D W12 ..(H)					NEW BEETLE/JETTA OPTIONS				
Add Comfort/Four Seat Pkg.					600 Add Sport Pkg .. 600 675 (Jetta GLS 1.8T) ..				
Add Theft Recovery System ..					300 Add AA Wheels (GL) .. 300 350				
Add Upgrade Stereo System ..					575 Add AT (Std. Jetta GLX) .. 575 650				
(Std. W12) ..					100 Add CD (Std. Jetta) .. 100 125				
VOLKSWAGEN					450 Add Leather Seats .. 450 500 (Std. GLX, Prem., Turbo S) ..				
2003 GOLF-4 Cyl.-5 Spd.	MC: I				75 Add Theft Recovery System .. 75 100				
11125 Hatchback 2D GL ..BK 10025 13225									
12525 Hatchback 2D GL TDI ..BP 11275 14700									
ADJUST FOR MILEAGE - ADJUST FOR CONDITION									
MIDWEST EDITION - SEPTEMBER 2004									

Trade-In	Body Type	Model No.	Loan	Retail	Trade-In	Body Type	Model No.	Loan	Retail
2003 PASSAT-4 Cyl. Turbo	MC: III				14825 Sedan 4D GLX VR6 ..TG69M 13350 17325				
16000 Sedan 4D GL ..M 14400 18625					15700 GLX VR6 24V (AT) ..TH69M 14100 18225				
17000 Sedan 4D GLS ..P 15300 19675					11725 Wagon 4D GL ..R061J 10675 13075				
18200 Wagon 4D GLS ..V 16400 21100					13100 Wagon 4D GL TDI ..RP61J 11880 15500				
2003 PASSAT-V6	MC: III				12875 Wagon 4D GLS ..S061J 11600 18250				
18450 Sedan 4D GLS ..P 16625 21375					14075 Wagon 4D GLS TDI ..SP61J 12575 18525				
13975 Wagon 4D GLS 1.8T ..SE61J 12500 18425					13975 Wagon 4D GLS VR6 ..SG61J 12850 16725				
14275 Wagon 4D GLS VR6 ..SG61J 12850 16725					2002 CABRIO-4 Cyl.-5 Spd. MC: II				
17125 Sedan 4D GL Motion ..T 19375 24625					16025 Wagon 4D GLX VR6 ..TG61J 14425 18575				
17290 Wagon 4D GL ..U 23400 29500					11225 Convertible 2D GL ..B 10125 13425				
19650 Wagon 4D GLS ..V 17700 22650					12425 Convertible 2D GLS ..C 11200 14775				
22725 Wagon 4D GLX Motion ..Y 20475 26050					13075 Convertible 2D GLX ..D 11775 15475				
27175 Wagon 4D W8 Motion ..Z 24475 30875					NEW BEETLE/JETTA/CABRIO OPTIONS				
250 Add Alum/Alloy Wheels .. 250 300 (Std. Beetle GLS Turbo, Sport, S, GL, GLX) ..					250 Add Alum/Alloy Wheels .. 250 300 (Std. Beetle GLS Turbo, Sport, S, GL, GLX) ..				
350 Add AA Wheels (GL) .. 350 400					525 Add AT (Std. GLX 24V) .. 525 600				
500 Add Leather (Std. GLX, W8) .. 500 575					75 Add CD Player .. 75 100 (Std. Jetta GLI/GLX 24V) ..				
75 Add Theft Recovery System .. 75 100					400 Add Leather Seats .. 400 450 (Std. Sport, GLX, Turbo S) ..				
625 Deduct W/out AT .. 625 625					500 Add Power Sunroof .. 500 575				
VOLKSWAGEN					75 Add Theft Recovery System .. 75 100				
2002 GOLF-4 Cyl.-5 Spd.	MC: I				14650 Hatchback 2D GL ..B 13200 16950				
9500 Hatchback 2D GL ..B 8500 11450					14575 Sedan 4D GLS ..P 13125 17100				
10850 Hatchback 2D GL TDI ..BP 9775 12925					15625 Wagon 4D GLS ..V 14075 18225				
12250 Hatchback 2D GL TDI ..DE 11025 14400					2002 PASSAT-4 Cyl. Turbo MC: III				
13250 Hatchback 2D GTI 3.7 (6 Spd.) ..DE 12350 15950					15475 Sedan 4D GLS ..P 14250 18425				
13700 Hbk GTI VR6 24V (6 Spd) ..PH 12350 15950					15285 Sedan 4D GLS 4Motion ..S 15600 20175				
9875 Hatchback 4D GL ..F 8900 11850					2002 PASSAT-V6 MC: III				
11225 Hatchback 4D GL TDI ..FP 10125 13325					15825 Sedan 4D GLS ..P 14250 18425				
10350 Hatchback 4D GLS ..G 9325 12375					17325 Sedan 4D GLS 4Motion ..S 15600 20175				
11550 Hatchback 4D GLS TDI ..GP 10400 13675					19500 Sedan 4D GLX ..R 16200 20900				
200 Add AA Wheels (Std. GTI) .. 200 225					19500 Sedan 4D GLX 4Motion ..T 17550 22475				
425 Add AT .. 425 475					22875 Sedan 4D W8 4Motion ..U 20600 26225				
75 Add CD Player .. 75 100					16875 Wagon 4D GLS ..V 15200 19550 (Std. GTI 337/GTI VR6 24V) ..				
275 Add Leather Seats .. 275 325					18375 Wagon 4D GLS 4Motion ..X 16550 21300				
400 Add Power Sunroof .. 400 450					19050 Wagon 4D GLX 4Motion ..W 17150 22000				
75 Add Theft Recovery System .. 75 100					23925 Wagon 4D W8 4Motion ..Z 21550 2725				
2002 NEW BEETLE-4 Cyl.-5 Spd. MC: II					PASSAT OPTIONS				
10075 Coupe 2D GL ..B 9075 12200					300 Add Alum/Alloy Wheels .. 300 350 (Std. GLX, W8) ..				
10725 Coupe 2D GLS ..C 9675 12900					450 Add Leather (Std. GLX, W8) .. 450 500				
11325 Coupe 2D GLS TDI ..CP 10200 13550					550 Add Pwr Srf (Std. GLX, W8) .. 550 625				
11675 Coupe 2D GLS Turbo ..ED 10525 15175					75 Add Theft Recovery System .. 75 100				
12800 Coupe 2D Sport ..ED 11525 15175					575 Deduct W/out AT .. 575 575				
13000 Coupe 2D GLX Turbo ..DO 11700 15400									
13475 Coupe Turbo S (6 Spd.) ..FE 12150 15900									
10525 Sedan 4D GL ..R069M 9475 12675									
11900 Sedan 4D GL TDI ..RP69M 10725 14150									
11675 Sedan 4D GLS ..S069M 10525 13900					8225 Hatchback 2D GL ..B 7425 10025				
12875 Sedan 4D GLS TDI ..SP69M 11600 15250					9350 Hatchback 2D GL TDI ..BP 8425 11300				
12775 Sedan 4D GLS 1.8T ..SE69M 11500 15150					11075 Hatchback GTI GLS 1.8T ..D 9975 13175				
13075 Sedan 4D GLS VR6 ..SG69M 11775 15475					12500 Hatchback GTI GLX VR6 ..PG 11250 14675				
14600 Sed GLI VR6 (6 Spd) ..VH69M 13150 17075					9025 Hatchback 4D GLS ..G 8125 10950				
					10025 Hatchback 4D GLS TDI ..GP 9025 12025				
					9825 Hatchback 4D GLS 1.8T ..G 8850 11800				
VOLKSWAGEN									
2001 GOLF-4 Cyl.-5 Spd.	MC: I								
11125 Hatchback 2D GL ..B 7425 10025									
12525 Hatchback 2D GL TDI ..BP 8425 11300									
11075 Hatchback GTI GLS 1.8T ..D 9975 13175									
12775 Hatchback GTI GLX VR6 ..PG 11250 14675									
11025 Hatchback 4D GL ..G 8125 10950									
14600 Hatchback 4D GLS TDI ..GP 9025 12025									
9825 Hatchback 4D GLS 1.8T ..G 8850 11800									
ADJUST FOR MILEAGE - ADJUST FOR CONDITION									
MIDWEST EDITION - SEPTEMBER 2004									

EXHIBIT C

Thursday, September 23, 2004.max

In Re:
Shellie M Stahl,
Debtor,

Case No. 04-34347
Chapter 13 Case

VERIFICATION FOR MOTION FOR RELIEF FROM STAY

I, Tara Cunay, Vendor Supervisor for VW Credit, Inc., 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. 831885326.
2. The Debtor leases a 2003 VOLKSWAGEN JETTA GLI 2.8 vehicle from the Creditor. The monthly lease payment is \$383.70. As of September 15, 2004, the lease payments are delinquent \$1,534.80 for payments owing since June 15, 2004, plus late charges of \$100.00. The Creditor owns the leased vehicle. The Debtor is believed to be in possession of the vehicle.
3. True and correct copies of the title documents are attached to the Motion as Exhibit "A". True and correct copies of the lease documents are attached as Exhibit "B".
4. The plan does not provide for payment of the lease nor for assumption of the lease.
5. The lease agreement requires insurance be maintained to protect the Creditor's ownership interest in the vehicle. No evidence of insurance has been provided since filing.

Dated: September 22nd 2004



Vendor Supervisor for VW Credit, Inc.
1401 Franklin Blvd
Libertyville, IL 60048

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:
Shellie M Stahl,
Debtor,

Case No. 04-34347
Chapter 13 Case

MEMORANDUM OF FACT AND LAW

VW Credit, Inc. ("Movant") submits this Memorandum of Fact and Law in support of its motion for relief from the stay.

FACTS

Debtor's Chapter 13 Plan has been filed with the Court. The Plan does not provide for assumption of the Lease and for future payments to Movant in accordance with the Lease, including specifically payment of any excess mileage, excess wear and tear, and early termination charges, as well as the monthly lease payment.

Debtor is in possession of the vehicle subject to a lease agreement dated 10/06/03, and such agreement is a true lease, and not a retail installment contract, as defined by Minn. Stat. §336.2A - 103(j) and §168.66. Movant is the registered owner of the vehicle as reflected by the Certificate of Title. According to the terms of the lease, Debtor is to make monthly payments of \$383.70 for use of the vehicle. Debtor must also pay for any excess mileage and excess wear and tear at termination of the lease. Debtor has the option to purchase the vehicle at the end of the lease agreement by paying the purchase option price in cash.

Debtor is delinquent on lease payments due since June 15, 2004. The NADA retail value of the vehicle is \$. NADA pages for this vehicle value are attached as Exhibit "C".

Movant's interest is subject to depreciation in that the vehicle is being used, subjecting it to wear and depreciation, while Debtor is failing to make payments. There has been a further material default; Debtor has failed to provide Movant with evidence of collateral insurance.

ARGUMENT

Pursuant to §362(d)(1) of the Bankruptcy Code, relief from the automatic stay shall be granted upon request of a creditor "for cause, including the lack of adequate protection of an interest in property of such creditor." 11 U.S.C. §362(d)(1).

Debtor has failed to make the Lease payments to Movant and has failed to provide adequate protection of Movant's interest in the vehicle or adequate assurance of future performance under the Lease. Such circumstances constitute cause, within the meaning of §362(d)(1), entitling Movant to relief from stay. In re Reinbold v. Dewey County Bank, 942 F.2d 1304, 1306 (8th Cir. 1991).

If there has been a default in an unexpired lease, the Debtor may not assume the lease unless the Debtor provides for a prompt cure of the default and provides adequate assurance of future performance. 11 U.S.C. §365 (b)(1). Failure to do so constitutes cause, within the meaning of §362(d)(1), entitling Movant to relief from the stay. In re Reice, 88 B.R. 676 (Bkrtcy.E.D.Pa. 1988); but see, In re O-Jay Foods, Inc., 110 B.R. 895 (Bkrtcy.D.Minn. 1989). Debtor has failed to propose a prompt cure of the existing default.

11 U.S.C. §363(e) permits the court to condition any use of leased property on providing adequate protection to the lessor and, if such adequate protection is provided, then lessor is excluded for seeking relief from the stay under §362. However, the Debtor has not provided Movant with any adequate protection and the court has not established any prohibition or condition on the continued use of the leased property which would exclude Movant from seeking relief under § 362.

Assumption or rejection of an unexpired lease of personal property is subject to court approval and may be done at any time before confirmation of the plan. §365(a) and (d). The plan does not provide for the assumption of the Lease nor for future payments to Movant pursuant to the Lease.

If a lessor is economically disadvantaged by a Debtor retaining leased property without making payments, the lessor can move for relief from the automatic stay under §362(d). In re Intran Corp., 62 B.R. 435, 436 (Bkrtcy. D.Minn. 1986). Adequate protection is the "safeguard" to protect a lessor and

moving for relief from the automatic stay or seeking adequate protection is the proper method by which a lessor may force the debtor to either surrender the leased property or make payments equal to the lessor's interest in the property. *Id.* at 436.

Pursuant to §362(d)(2) of the Bankruptcy Code, relief from the stay is also appropriate where Debtor has no equity in the vehicle and the vehicle is not necessary to an effective reorganization. 11 U.S.C. §362(d)(2). See, In re Gellert, 55 B.R. 970 (Bkrcty.D.N.H. 1983). Debtor is merely the lessee of the vehicle and has no ownership interest in it. Debtor has no equity in the vehicle. No evidentiary hearing is required on the issue of equity unless the debtor disputes it. Powers v. American Honda Finance Corp., 216 B.R. 95, 97 (N.D.N.Y. 1997).

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 23, 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:
Shellie M Stahl,
Debtor,

Case No. 04-34347
Chapter 13 Case

UNSWORN CERTIFICATE OF SERVICE

I, Linda Jeanne Jungers, declare under penalty of perjury that on September 24, 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.

Shellie M Stahl
14212 Avalon Path
Rosemount, MN 55068

Joseph L Kelly
KELLY LAW OFFICE
12400 Portland Ave S #120
Burnsville, MN 55337

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

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

Executed on: September 24, 2004

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

In Re:
Shellie M Stahl,
Debtor,

Case No. 04-34347
Chapter 13 Case

ORDER FOR RELIEF FROM THE STAY

VW Credit, Inc.'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 VW Credit, Inc. to terminate the Lease, and to repossess and sell the

2003 VOLKSWAGEN JETTA GLI 2.8 vehicle, VIN 3VWVH69M23M089544

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