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In Re:

Case No. 04-34438

Sisoumang Rattanasitthi and Chanhma Rattanasitthi  
Debtor(s)

Chapter 7 Case

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**NOTICE OF HEARING AND MOTION FOR RELIEF FROM THE STAY**

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

1. Ford Motor Credit Company moves the Court for the relief requested below and gives notice of hearing.
2. The Court will hold a hearing on this motion on September 7, 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 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, 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 30, 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 1996 FORD WINDSTAR LX (the collateral), and requests the court permit Movant to immediately enforce the order requested, lifting the 10 day stay imposed by Rule 4001(a)(3).

6. Movant requests relief from the stay for cause under §362(d)(1). Debtor is delinquent under the terms of the original contract with Movant. Movant requests relief under §362(d)(2). The Debtor has no equity in the collateral, and the collateral is not necessary to an effective reorganization.
7. Movant gives notice that it may, if necessary, call Jennifer Dean, or some other representative of Movant, from Movant's offices in Minnesota, to testify regarding the debt and collateral value.
8. This notice of motion and motion also serve as notice of default required by Cobb v. Midwest Recovery Bureau Co., 295 N.W.2d 232 (Minn.1980). If the default is not cured before the hearing, Movant will repossess the collateral promptly upon the Court signing the Order.
9. A separate Memorandum of Fact and Law is attached hereto and made a part hereof.

**WHEREFORE**, Ford Motor Credit Company moves the Court for an order modifying the automatic stay of §362(a) of the Bankruptcy Code to permit Movant to take possession and dispose of the collateral, and such other relief as may be just and equitable.

Dated: August 16, 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 PUBL  
DRIVER & VEHICLE SERVICES DIVIS  
445 MINNESOTA ST., ST. PAUL, MN 5:  
CONFIRMATION OF LIEN PERFECTION - D.

RATTANASITTHI SISOUMANG  
1515 EAST AVE  
WORTHINGTON MN 56187

Permit No. 171  
St. Paul, MN

\*

279PHW

1ST SECURED PARTY

|                   |      |               |           |
|-------------------|------|---------------|-----------|
| 96                | FORD | ESWIN         | K2490N265 |
| Year              | Make | Model         | Title NR. |
| 2FMDA5146TBB11261 |      | 07/07/01      | NO        |
| VIN               |      | Security Date | Rebuilt   |

**LIEN HOLDER**

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

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

**EXHIBIT A**

**MINNESOTA SIMPLE INTEREST VEHICLE RETAIL INSTALLMENT CONTRACT**

Buyer (and Co-Buyer) Name and Address (Including County and Zip Code)  
**SISOU MANG RATTANASITTHI**  
 1515 EAST AV  
 Worthington MN 56187

CREDITOR (Seller Name and Address)  
 Worthington Ford Lincoln Mercury  
 611 Oxford Street, P.O. Box 387  
 Worthington MN 56187

JUL 17 2001

You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. The cash price is shown below as "Cash Price." The credit price is shown below as "Total Sale Price." By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract.

| New/Used | Year and Make | Model    | GVW If Truck (lbs.) | Vehicle Identification Number | Use For Which Purchased   |
|----------|---------------|----------|---------------------|-------------------------------|---|
| Used     | 1998 FORD     | WINDSTAR |                     | 2FMDA5148TBB11261             | <input checked="" type="checkbox"/> Personal <input type="checkbox"/> Agricultural<br><input type="checkbox"/> Commercial |

Trade-in 1994 MERCURY Year and Make \$ 6,500.00 Gross Allowance \$ 3,937.15 Amount Owing

**INSURANCE**

YOU MAY OBTAIN VEHICLE INSURANCE FROM A PERSON OF YOUR CHOICE.

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED.

CREDIT LIFE, CREDIT DISABILITY AND OTHER OPTIONAL INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT AND WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE PREMIUM.

Credit Life — N/A Insurer  
 \$ N/A Premium N/A Insured(s)  
 Signature(s)

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

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

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

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

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

**ITEMIZATION OF AMOUNT FINANCED**

- Cash Price ..... \$ 12,485.00 (1)
- Down Payment  
 Manufacturer's Rebate Assigned to Creditor ..... \$ N/A  
 Cash Down Payment ..... \$ 1,000.00  
 Trade-in (description above) ..... \$ 2,562.85  
 Total Down Payment ..... \$ 3,562.85 (2)
- Unpaid Balance of Cash Price (1 minus 2) ..... \$ 8,932.15 (3)
- Amounts Paid On Your Behalf (Seller may be retaining a portion of these amounts)  
 To Public Officials  
 (i) for license, title & registration fees \$ 119.00 ;  
 (ii) for filing fees \$ N/A ;  
 (iii) for taxes (not in Cash Price) \$ 389.88 ..... \$ 508.88  
 To Insurance Companies for:  
 Credit Life Insurance ..... \$ N/A  
 Credit Disability Insurance ..... \$ N/A  
 To AMERICAN GUARD for 1998 FORD WINDST ..... \$ 1,900.00  
 To Worthington Ford Lincoln for Doc Fee ..... \$ 25.00  
 To N/A for N/A ..... \$ N/A  
 To N/A for N/A ..... \$ N/A  
 Total ..... \$ 2,433.88 (4)
- Amount Financed (3 plus 4) ..... \$ 11,365.83 (5)

**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<br><u>23.25 %</u> | The dollar amount the credit will cost you<br>\$ <u>6,382.01</u> | The amount of credit provided to you or on your behalf<br>\$ <u>11,365.83</u> | The amount you will have paid when you have made all scheduled payments<br>\$ <u>17,727.84</u> | The total cost of your purchase on credit, including your down payment<br>of \$ <u>3,562.85</u><br>\$ <u>21,290.69</u> |

| Payment Schedule                 | Number of payments | Amount of Each payment | When Payments are due                   |
|----------------------------------|--------------------|------------------------|---|
| Your payment schedule will be:   | <u>47</u>          | \$ <u>369.33</u>       | monthly starting <u>August 21, 2001</u> |
| <input type="checkbox"/> 1 final |                    | \$ <u>369.33</u>       |   |

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

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

Any change in this contract must be in writing and signed by you and the Creditor.

BUYER: S. Rattanasitthi CO-BUYER: \_\_\_\_\_

**NOTICE TO BUYER**

Do not sign this contract before you read it or if it contains any blank spaces. You are entitled to an exact copy of the contract you sign.

You acknowledge that you have read and understand the terms 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.**

S. Rattanasitthi  
 Buyer Signs (Co) Buyer Signs

By signing below, the Seller accepts this contract. If no other Assignee is named in a separate assignment attached to this contract, the Seller assigns it to Ford Motor Credit Company.

Seller Worthington Ford By Ken Hoffman Title Manager

**QUESTIONS?**



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

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 30 days in Canada or Mexico, without the prior written consent of the Creditor. If the vehicle is of a type normally used for personal use and the Creditor, or the vehicle's manufacturer, extends a written warranty or service contract covering the vehicle within 90 days from the date of this contract, you get implied warranties of merchantability and fitness for a particular purpose covering the vehicle. Otherwise, you understand and agree that there are no such implied warranties.

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

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

E. Late Payments: You must pay any cost paid by the Creditor to collect any late payment, as allowed by law. Acceptance of a late payment does not excuse your default or mean that you can keep making payments after they are due. The Creditor may take the steps set forth below if there is any default.

F. Default: You will be in default if:

- 1. You do not to make a payment when it is due; or
2. You gave false or misleading information on your credit application relating to this contract; or
3. Your vehicle is seized by any local, state, or federal authority and is not promptly and unconditionally returned to you; or
4. You file a bankruptcy petition or one if filed against you; or
5. You do not to keep any other promise in this contract.

If you default, the Creditor may require you to pay at once the unpaid Amount Financed, the earned and unpaid part of the Finance Charge, and all other amounts due under this contract. He may repossess (take back) the vehicle, too. He may also take goods found in the vehicle when repossessed and hold them for you.

If the vehicle is taken back, he will send you a notice. The notice will say that you may redeem (buy back) the vehicle. It will also show the amount needed to redeem. You may redeem the vehicle up to the time the Creditor sells it or agrees to sell it. If you do not redeem the vehicle, it will be sold.

The money from the sale, less allowed expenses, will be used to pay the amount still owed on this contract. Allowed expenses include those paid as a direct result of having to retake the vehicle, hold it, prepare it for sale, and sell it. You must also pay attorney fees not to exceed 15% of the amount due and payable under the contract, and court costs payable by Ford Credit to obtain, hold, and sell the vehicle, collect amounts due and enforce Holder's rights under the contract. If there is any money left (a surplus), it will be paid to you. If the money from the sale is not enough to pay off this contract and costs, you will pay what is still owed to the Creditor, if allowed by law. If you do not pay this amount when the Creditor asks, the Creditor may charge you interest at the highest lawful rate until you pay.

G. General: To contact Ford Motor Credit Company about this account, call 1-(800) 727-7000. Any change in this contract must be in writing and signed by you and the Creditor. The law of Minnesota applies to this contract. If that law does not allow all the agreements in this contract, the ones that are not allowed will be void. The rest of this contract will still be good.

FTC NOTICES

NOTICE — ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.\*

Used Motor Vehicle Buyers Guide. If you are buying a used vehicle with this contract, federal regulations may require a special Buyers Guide to be displayed on the window of the vehicle. THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

\*Does not apply if purchased for commercial or agricultural use. In that case, you (debtor) will not assert against any assignee or subsequent holder of this Contract any claims, defenses, or setoffs which you may have against the Seller or manufacturer of the vehicle.

GUARANTY

To cause the Seller to sell the vehicle described on the front of this contract to the Buyer, on credit, each person who signs below as a "Guarantor" guarantees the payment of this contract. This means that if the Buyer fails to pay any money that is owed on this contract, each one who signs as a guarantor will pay it when asked. Each person who signs below agrees that he will be liable for the whole amount owed even if one or more other persons also signs this Guaranty. He also agrees to be liable even if the Creditor does one or more of the following: (a) gives the Buyer more time to pay one or more payments, or (b) gives a release in full or in part to any of the other Guarantors, or (c) releases any security. Each Guarantor also states that he has received a completed copy of this contract and this Guaranty at the time of signing.

Guarantor \_\_\_\_\_ Address \_\_\_\_\_
Guarantor \_\_\_\_\_ Address \_\_\_\_\_

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



FC 17622-SI OCT 00

| Trade-In                        | BODY TYPE | Model No. | M. S. R. P. | Weight | Loan                      | Retail |
|---------------------------------|-----------|-----------|-------------|--------|---------------------------|--------|
| 425 Van                         |           | B33       | 10716       | 4037   | 400                       | 1625   |
| <b>1986 D100 PICKUP 1/2 Ton</b> |           |           |             |        | <b>Mileage Class: III</b> |        |
| 650 Sweptline 6 1/2'            | D04*      |           | \$7291      | 3451   | 600                       | 1900   |
| 700 Sweptline 8'                | D04*      |           | 7515        | 3545   | 650                       | 1975   |
| <b>1986 D150 PICKUP 1/2 Ton</b> |           |           |             |        | <b>Mileage Class: III</b> |        |
| 775 Sweptline 6 1/2'            | D14*      |           | \$8010      | 3456   | 700                       | 2050   |
| 825 Sweptline 8'                | D14*      |           | 8184        | 3550   | 750                       | 2100   |
| <b>1986 D250 PICKUP 3/4 Ton</b> |           |           |             |        | <b>Mileage Class: III</b> |        |
| 975 Sweptline 8'                | D24*      |           | \$9333      | 3851   | 900                       | 2275   |
| <b>1986 D350 PICKUP 1 Ton</b>   |           |           |             |        | <b>Mileage Class: III</b> |        |
| 1375 Sweptline 8'               | D34*      |           | \$11311     | 4093   | 1250                      | 2750   |
| <b>D SERIES PICKUP OPTIONS</b>  |           |           |             |        |                           |        |
| 450 Add 4 Wheel Drive           |           |           |             |        | 450                       | 500    |

\* W as the 1st position of the model # denotes 4WD

**DODGE**

| Trade-In                        | BODY TYPE | Model No. | M. S. R. P. | Weight | Loan                      | Retail |
|---------------------------------|-----------|-----------|-------------|--------|---------------------------|--------|
| <b>1985 RAM 50 PICKUP</b>       |           |           |             |        | <b>Mileage Class: I</b>   |        |
| 300 Pickup Custom               | P24       |           | \$5684      | 3890   | 275                       | 1475   |
| 300 Pickup Royal                | P44       |           | 6290        | 4315   | 275                       | 1475   |
| 300 Pickup Sport                | P54       |           | 7018        |        | 275                       | 1475   |
| 425 Add 4 Wheel Drive           |           |           |             |        | 425                       | 475    |
| <b>1985 RAMCHARGER</b>          |           |           |             |        | <b>Mileage Class: III</b> |        |
| 350 Utility                     | D12       |           | \$10471     | 3890   | 325                       | 1550   |
| 800 Utility 4WD                 | W12       |           | 11581       | 4315   | 725                       | 2075   |
| <b>1985 MINI RAM VAN</b>        |           |           |             |        | <b>Mileage Class: II</b>  |        |
| 225 Van                         | K13       |           | \$7972      |        | 800                       | 850    |
| 225 Royal Van                   | K63       |           | 8760        |        | 275                       | 1475   |
| <b>1985 CARAVAN</b>             |           |           |             |        | <b>Mileage Class: II</b>  |        |
| 300 Caravan                     | K21       |           | \$9147      |        | 400                       | 1625   |
| 425 Caravan SE                  | K41       |           | 9393        |        | 450                       | 1725   |
| 500 Caravan LE                  | K51       |           | 10005       |        |                           |        |
| <b>1985 B150 VAN 1/2 Ton</b>    |           |           |             |        | <b>Mileage Class: III</b> |        |
| 675 Wagon                       | B11       |           | \$10118     | 3805   | 625                       | 1950   |
| 300 Van                         | B13       |           | 8432        | 3440   | 275                       | 1475   |
| <b>1985 B250 VAN 3/4 Ton</b>    |           |           |             |        | <b>Mileage Class: III</b> |        |
| 700 Wagon                       | B21       |           | \$10641     | 4030   | 650                       | 1975   |
| 325 Van                         | B23       |           | 8824        | 3490   | 300                       | 1525   |
| <b>1985 B350 VAN 1 Ton</b>      |           |           |             |        | <b>Mileage Class: III</b> |        |
| 725 Wagon                       | B31       |           | \$11705     | 4420   | 675                       | 2000   |
| 350 Van                         | B33       |           | 9929        | 3990   | 325                       | 1550   |
| <b>1985 D100 PICKUP 1/2 Ton</b> |           |           |             |        | <b>Mileage Class: III</b> |        |
| 600 Sweptline 6 1/2'            | D14*      |           | \$6775      | 3380   | 550                       | 1825   |
| 650 Sweptline 8'                | D14*      |           | 6991        |        | 600                       | 1900   |
| <b>1985 D150 PICKUP 1/2 Ton</b> |           |           |             |        | <b>Mileage Class: III</b> |        |
| 700 Sweptline 6 1/2'            | D14*      |           | \$7456      | 3385   | 650                       | 1975   |
| 750 Sweptline 8'                | D14*      |           | 7622        | 3480   | 675                       | 2025   |
| <b>1985 D250 PICKUP 3/4 Ton</b> |           |           |             |        | <b>Mileage Class: III</b> |        |
| 875 Sweptline 8'                | D24*      |           | \$8389      | 3825   | 800                       | 2175   |
| <b>1985 D350 PICKUP 1 Ton</b>   |           |           |             |        | <b>Mileage Class: III</b> |        |
| 1250 Sweptline 8'               | D34*      |           | \$9331      | 4045   | 1125                      | 2600   |
| 1700 Sweptline Crew Cab 6 1/2'  | D36*      |           | 10535       | 4550   | 1550                      | 3100   |
| 1750 Sweptline Crew Cab 8'      | D36*      |           | 10629       | 4685   | 1575                      | 3175   |
| <b>D SERIES PICKUP OPTIONS</b>  |           |           |             |        |                           |        |
| 425 Add 4 Wheel Drive           |           |           |             |        | 425                       | 475    |

ADJUST FOR MILEAGE  
JANUARY THRU APRIL 2004

| Trade-In | BODY TYPE | Model No. | M. S. R. P. | Weight | Loan | Retail |
|----------|-----------|-----------|-------------|--------|------|--------|
|----------|-----------|-----------|-------------|--------|------|--------|

\* W as the 1st position of the model # denotes 4WD

**FORD**

| Trade-In   | BODY TYPE | Model No. | M. S. R. P. | Weight | Loan                      | Retail |
|--|-----------|-----------|-------------|--------|---------------------------|--------|
| <b>FORD</b>  |           |           |             |        |                           |        |
| <b>1996 EXPLORER-1/2 Ton-V6</b>                    |           |           |             |        | <b>Mileage Class: II</b>  |        |
| 2975 Wagon 2D                                      | U22       |           | \$19570     | 3733   | 2700                      | 4475   |
| 3475 Wagon 4D                                      | U32       |           | 20970       | 3952   | 3150                      | 5050   |
| 3975 Wagon 2D 4WD                                  | U24       |           | 21535       | 3981   | 3600                      | 5600   |
| 4475 Wagon 4D 4WD/AWD                              | U34/U35   |           | 22890       | 4189   | 4050                      | 6175   |
| 775 Add Eddie Bauer Trim                           |           |           |             |        | 775                       | 875    |
| 925 Add Limited Trim                               |           |           |             |        | 925                       | 1050   |
| 250 Add Sport Trim                                 |           |           |             |        | 250                       | 300    |
| 375 Add XLT Trim                                   |           |           |             |        | 375                       | 425    |
| 200 Add 5.0L V8 Engine                             |           |           |             |        | 200                       | 225    |
| 200 Add Power Sunroof                              |           |           |             |        | 200                       | 225    |
| 150 Deduct W/out Automatic Trans.                  |           |           |             |        | 150                       | 150    |
| <b>1996 BRONCO-1/2 Ton-V8-4WD</b>                  |           |           |             |        | <b>Mileage Class: III</b> |        |
| 6000 Wagon   | U15       |           | \$22715     | 4587   | 5400                      | 7850   |
| 700 Add Eddie Bauer Trim                           |           |           |             |        | 700                       | 800    |
| 375 Add XLT Trim                                   |           |           |             |        | 375                       | 425    |
| 300 Deduct W/out Air Conditioning                  |           |           |             |        | 300                       | 300    |
| 200 Deduct W/out Automatic Trans.                  |           |           |             |        | 200                       | 200    |
| <b>1996 AEROSTAR-1/2 Ton-V6</b>                    |           |           |             |        | <b>Mileage Class: II</b>  |        |
| 1625 Cargo Van                                     | A14       |           | \$17190     | 3411   | 1475                      | 2900   |
| 2475 Wagon XLT                                     | A11*      |           | 17820       | 3714   | 2250                      | 3900   |
| 3375 Extended Wagon XLT                            | A31*      |           | 21120       | 3824   | 3050                      | 4925   |
| 850 Add All Wheel Drive                            |           |           |             |        | 850                       | 950    |
| 200 Deduct W/out Air Conditioning                  |           |           |             |        | 200                       | 200    |
| * 4 as the 2nd position of the model # denotes AWD |           |           |             |        |                           |        |
| <b>1996 WINDSTAR-V6</b>                            |           |           |             |        | <b>Mileage Class: II</b>  |        |
| 1450 Cargo Van                                     | A54       |           | \$18270     | 3487   | 1325                      | 2700   |
| 2450 Wagon GL                                      | A51       |           | 19590       | 3733   | 2225                      | 3875   |
| 3450 Wagon LX                                      | A51       |           | 24465       | 3920   | 3125                      | 5025   |
| 200 Deduct W/out Air Conditioning                  |           |           |             |        | 200                       | 200    |
| <b>1996 E150 VAN-1/2 Ton-V8</b>                    |           |           |             |        | <b>Mileage Class: III</b> |        |
| 4775 Cargo Van                                     | E14       |           | \$17545     | 4677   | 4300                      | 6500   |
| 5775 Club Wagon                                    | E11       |           | 19695       | 5121   | 5200                      | 7600   |
| <b>1996 E250 VAN-3/4 Ton-V8</b>                    |           |           |             |        | <b>Mileage Class: III</b> |        |
| 5025 Cargo Van                                     | E24       |           | \$18065     | 5043   | 4525                      | 6775   |
| 5525 Super Cargo Van                               | S24       |           | 18785       | 5185   | 4975                      | 7325   |
| <b>1996 E350 VAN-1 Ton-V8</b>                      |           |           |             |        | <b>Mileage Class: III</b> |        |
| 5325 Cargo Van                                     | E34       |           | \$19690     | 5185   | 4800                      | 7100   |
| 5825 Super Cargo Van                               | S34       |           | 20675       | 5333   | 5250                      | 7650   |
| 6325 Club Wagon HD                                 | E31       |           | 21405       | 5590   | 5700                      | 8225   |
| 6825 Super Club Wagon                              | S31       |           | 23530       | 5884   | 6150                      | 8775   |
| <b>E SERIES VAN OPTIONS</b>                        |           |           |             |        |                           |        |
| 425 Add Chateau Trim                               |           |           |             |        | 425                       | 475    |
| 150 Add XL Trim                                    |           |           |             |        | 150                       | 175    |
| 300 Add XLT Trim                                   |           |           |             |        | 300                       | 350    |
| 2075 Add 7.3L V8 Turbo Diesel Engine               |           |           |             |        | 2075                      | 2300   |

DEDUCT FOR RECONDITIONING  
JANUARY THRU APRIL 2004

TRUCKS

TRUCKS

# EXHIBIT C

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA

In Re:  
Sisoumang Rattanasitthi and Chanhma Rattanasitthi  
Debtor(s)

Case No. 04-34438  
Chapter 7 Case

VERIFICATION FOR MOTION FOR RELIEF FROM STAY

I, Jennifer Dean, the Designated Agent for Ford Motor Credit Company, the Creditor herein, declare under penalty of perjury that the following is true and correct according to the best of my knowledge, information and belief, and based on the Creditor's business records:

1. I am legally competent to testify and am personally familiar with the debt owed by Debtor to the Creditor on account number(s) 28010249.
2. The Debtor owes the Creditor \$7,038.32, payoff amount as of August 6, 2004, plus accrued unpaid interest thereon since that date. The monthly loan payment is \$369.33. As of August 6, 2004, the loan payments are in arrears \$1,107.99 for payments owing since May 21, 2004.
3. The debt owed to the Creditor is secured by a perfected lien on a 1996 FORD WINDSTAR LX. The current value of the collateral is believed to be \$5,025.00.
4. True and correct copies of the title documents are attached to the Motion as Exhibit "A". True and correct copies of the loan documents are attached as Exhibit "B".

Dated: 8-11-04



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

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA

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In Re:

Case No. 04-34438

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**MEMORANDUM OF FACT AND LAW**

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Ford Motor Credit Company ("Movant") submits this Memorandum of Fact and Law in support of its motion for relief from the stay.

**FACTS**

Movant is the holder of a secured claim, and is thus a party in interest. Movant has a valid and perfected security interest in the collateral. The collateral is in the possession of the Debtor.

The total net balance due on the Contract is \$7,038.32 as of August 6, 2004. On information and belief, the collateral has a current NADA retail value of \$5,025.00. A copy of the NADA page(s) showing the value of the collateral is attached as Exhibit "C".

Movant's collateral is subject to depreciation in that the collateral is being used, subjecting the same to wear and tear, while Debtor is failing to make payments.

**ARGUMENT**

Pursuant to 11 U.S.C. §362(d)(1), a creditor is entitled to relief from the automatic stay "for cause, including the lack of adequate protection of an interest in property of such creditor." In this case, there is a lack of adequate protection as follows:

- Failure to make the payments required by the Contract since May 21, 2004.
- Failure to make payments due post petition under the Contract.
- Failure to reaffirm, redeem or surrender the collateral.

Movant has not been provided with adequate protection of Movant's interest in the collateral. Such circumstances constitute cause, within the meaning of §362(d)(1), justifying relief from the stay.

See, United States Association of Texas v. Timbers of Inwood Association, Ltd. (In re Timbers of Inwood Association, Ltd.), 484 U.S. 365, 108 S.Ct. 626, 98 L.Ed. 2d 740 (1988); In re Reinbold v. Dewey County Bank, 942 F.2d 1304, 1306 (8th Cir. 1991). Pursuant to 11 U.S.C. §362(g), the burden is on the Debtor to prove adequate protection and/or absence of cause.

Pursuant to 11 U.S.C. §362(d)(2), relief from the automatic stay is also appropriate if the Debtor has no equity in the property and the property is not necessary to an effective reorganization. See, In re Gellert, 55 B.R. 970 (Bkrtcy. D.N.H. 1983). In the present case, the balance due Movant on the Contract is \$7,038.32. 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 16, 2004

**STEWART, ZLIMEN & JUNGERS, LTD.**

/e/ Linda Jeanne Jungers

Linda Jeanne Jungers, Atty ID #5303X

Attorneys for Movant

430 Oak Grove Street #200

Minneapolis, MN 55403

612-870-4100

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA

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In Re:

Case No. 04-34438

Sisoumang Rattanasitthi and Chanhma Rattanasitthi  
Debtor(s)

Chapter 7 Case

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**UNSWORN CERTIFICATE OF SERVICE**

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I, Linda Jeanne Jungers, declare under penalty of perjury that on August 16, 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.

Sisoumang Rattanasitthi  
1515 East Avenue  
Worthington, MN 56187

Chanhma Rattanasitthi  
1515 East Avenue  
Worthington, MN 56187

Charles W Ries  
MASCHKA RIEDY & RIES PLLP  
PO Box 7  
Mankato, MN 56002-0007

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

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

Executed on: August 16, 2004

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

04-03284-0

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA

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In Re:

Case No. 04-34438

Sisoumang Rattanasitthi and Chanhma Rattanasitthi  
Debtor(s)

Chapter 7 Case

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**ORDER FOR RELIEF FROM THE STAY**

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Ford Motor Credit Company's Motion for an order granting relief from the stay came before the Court on September 7, 2004 at 10:30 AM o'clock.

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

IT IS HEREBY ORDERED:

1. The automatic stay is modified to permit Ford Motor Credit Company to repossess and sell the 1996 FORD WINDSTAR LX, VIN 2FMDA5146TBB11261, 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