
In Re:
Tiffany D Lundell,
Debtor,

Case No. 04-34461
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. 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 August 1, 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 1997 NISSAN SENTRA (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 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, Ford Motor Credit Company 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 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 PUBLIC :
DRIVER & VEHICLE SERVICES DIVISION
445 MINNESOTA ST., ST. PAUL, MN 5510
CONFIRMATION OF LIEN PERFECTION - DEB1

LUNDELL TIFFANY DIANE
1330 15TH ST N #18
ST CLOUD MN 56303

Permit No. 171
St. Paul, MN

*

ANB740

1ST SECURED PARTY

LIEN HOLDER

Year 97	Make NISS	Model 4DXGU	Title NR. G0330N294
VIN 1N4AB41DXVC769012	Security Date 12/19/00	Rebuilt NO	

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

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

EXHIBIT A

Buyer (and Co-Buyer) Name and Address (Including County and State)
 TIFFANY DIANE LUNDELL
 1330 15TH ST N #18 ST CLOUD STEARNS MN 56303

CREDITOR (Seller Name and Address)
 MILLER LINCOLN MERCURY NISSAN
 2930 2ND STREET SOUTH
 ST CLOUD MN 56301



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	1997 NISSAN	SENTRA		1N4AB41DXVC769012	<input checked="" type="checkbox"/> Personal <input type="checkbox"/> Agricultural <input type="checkbox"/> Commercial

Trade-in 1988 CHEV Year and Make \$ 200.00 Gross Allowance \$ N/A Amount Owning

ITEMIZATION OF AMOUNT FINANCED

- Cash Price \$ 10198.00 (1)
- Down Payment
 Manufacturer's Rebate Assigned to Creditor \$ N/A
 Cash Down Payment \$ 300.00
 Trade-in (description above) \$ 200.00
 Total Down Payment \$ 500.00 (2)
- Unpaid Balance of Cash Price (1 minus 2) \$ 9698.00 (3)
- Amounts Paid On Your Behalf (Seller may be retaining a portion of these amounts)
 To Public Officials
 (i) for license, title & registration fees \$ 117.00 ;
 (ii) for filing fees \$ N/A
 (iii) for taxes (not in Cash Price) \$ 649.87 \$ 766.87
 To Insurance Companies for:
 Credit Life Insurance \$ 263.06
 Credit Disability Insurance \$ 473.32
 To AUTO GUARD for SERVICE CONTRACT \$ 1271.00
 To MILLER LINCOLN MERCURY for DOC FEE \$ 25.00
 To _____ for _____ \$ N/A
 To _____ for _____ \$ N/A
 Total \$ 2799.25 (4)
- Amount Financed (3 plus 4) \$ 12497.25 (5)

INSURANCE

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

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

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

Credit Life - AMERICAN HERITAGE L Insurer
 \$ 263.06 Premium TIFFANY DIANE LUNDELL Insured(s)
 Signature(s)

Disability - AMERICAN HERITAGE L Insurer
 \$ 473.32 Premium TIFFANY DIANE LUNDELL Insured
 Signature

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

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

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

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

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate 11.75 %	The dollar amount the credit will cost you \$ 4168.95	The amount of credit provided to you or on your behalf \$ 12497.25	The amount you will have paid when you have made all scheduled payments \$ 16666.20	The total cost of your purchase on credit, including your down payment of \$ 500.00 \$ 17166.20

Payment Schedule	Number of payments	Amount of Each payment	When Payments are due
Your payment schedule will be:	59	\$ 277.77	monthly starting
	1 final	\$ 277.77	02/02/2001

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: *[Signature]* CO-BUYER: _____

NOTICE TO BUYER

Do not sign this contract before you read it or if it contains any blank spaces. You are entitled to an exact copy of the contract you sign.
 You acknowledge receipt of a true and completely filled in copy of this contract, signed by both yourself and the seller, at the time of signing.
 IMPORTANT: THIS MAY BE A BINDING CONTRACT AND YOU MAY LOSE ANY DEPOSITS IF YOU DO NOT PERFORM ACCORDING TO ITS TERMS.

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 MILLER LINCOLN MERCURY NISSAN Title _____

QUESTIONS?



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

EXHIBIT B

ADDITIONAL AGREEMENTS

A. Payments: You must make all payments when the 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.	Loan	Retail	Trade-In	BODY TYPE	Model No.	Loan	Retail
NISSAN									
1997 SENTRA-4 Cyl. MC: I									
	2325 Sedan 4D (5 Spd)	B41	2100	3475					
	2500 Sedan 4D XE	B41	2250	3675					
	2700 Sedan 4D GXE	B41	2450	3900					
	2925 Sedan 4D GLE	B41	2650	4150					
1997 200SX-4 Cyl. MC: I									
	2575 Coupe 2D	AB42	2325	3750					
	3025 Coupe 2D SE	AB42	2725	4250					
	3725 Coupe 2D SE-R	BB42	3375	5025					
SENTRA/200SX OPTIONS									
	200 Add Power Sunroof		200	225					
	200 Deduct W/out Air Cond		200	200					
	150 Deduct W/out AT (Ex. Sentra Base)		150	150					
1997 ALTIMA-4 Cyl. MC: II									
	2975 Sedan 4D XE	U31	2700	4300					
	3075 Sedan 4D GXE	U31	2775	4425					
	3300 Sedan 4D SE	U31	2975	4675					
	3325 Sedan 4D GLE	U31	3000	4700					
1997 240SX-4 Cyl. MC: II									
	4475 Coupe 2D	S44	4050	5975					
	5375 Coupe 2D SE	S44	4850	7000					
	6550 Coupe 2D LE	S44	5900	8300					
ALTIMA/240SX OPTIONS									
	150 Add Leather (Std. LE)		150	175					
	300 Add Pwr Snrf (Std. LE)		300	350					
	300 Deduct W/out Air Cond		300	300					
	200 Deduct W/out AT		200	200					
	50 Deduct W/out Cruise		50	50					
1997 MAXIMA-V6 MC: III									
	5000 Sedan 4D GXE	A21	4500	6725					
	5975 Sedan 4D SE	A21	5400	7825					
	6175 Sedan 4D GLE	A21	5575	8050					
	50 Add A/A Wheels (GXE)		50	75					
	50 Add Bose (Std. GLE)		50	75					
	200 Add Leather (Std. GLE)		200	225					
	350 Add Power Sunroof		350	400					
	300 Deduct W/out AT		300	300					
	75 Deduct W/out Pwr Seat		75	75					
OLDSMOBILE									
OLDSMOBILE									
2004 ALERO-4 Cyl. MC: II									
	Coupe 2D GX	NK1							
	Coupe 2D GL	NL1							
	Sedan 4D GX	NK5							
	Sedan 4D GL	NL5							
	Coupe 2D GL (V6)	NL1							
	Coupe 2D GLS (V6)	NF1							
	Sedan 4D GL (V6)	NL5							
	Sedan 4D GLS (V6)	NF5							
	225 Add Bose Stereo		225	250					
	400 Add Leather (Std. GLS)		400	450					
	175 Add Pwr Seat (GX)		175	200					
	550 Add Pwr Sunroof (Std. GLS)		550	625					
	75 Add Theft Recovery System		75	100					
2002 AURORA-V6 MC: IV									
	13825 Sedan 4D 3.5L	GR6	12450	16575					

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

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Trade-In	BODY TYPE	Model No.	Loan	Retail	Trade-In	BODY TYPE	Model No.	Loan	Retail
2002 AURORA-V8 MC: IV									
	16975 Sedan 4D 4.0L	GS6	15300	19950					
AURORA OPTIONS									
	350 Add Bose Stereo		350	400					
	650 Add Navigation System		650	725					
	650 Add Power Sunroof		650	725					
	75 Add Theft Recovery System		75	100					
OLDSMOBILE									
2001 ALERO-4 Cyl. MC: II									
	5525 Coupe 2D GX	NK1	4975	7175					
	6300 Coupe 2D GL	NL1	5675	8025					
	5475 Sedan 4D GX	NK5	4950	7125					
	6250 Sedan 4D GL	NL5	5625	7975					
	6700 Coupe 2D GL (V6)	NL1	6050	8450					
	8450 Coupe 2D GLS (V6)	NF1	7625	10350					
	6650 Sedan 4D GL (V6)	NL5	6000	8400					
	8400 Sedan 4D GLS (V6)	NF5	7575	10300					
	200 Add A/A Wheels (GX)		200	225					
	350 Add Leather (Std. GLS)		350	400					
	500 Add Power Sunroof		500	575					
	150 Add Pwr Seat (Std. GLS)		150	175					
	50 Add Theft Recovery System		50	75					
	475 Deduct W/out AT		475	475					
2001 INTRIGUE-V6 MC: II									
	7025 Sedan 4D GX	WH5	6325	8800					
	8250 Sedan 4D GL	WSS	7425	10150					
	9675 Sedan 4D GLS	WX5	8725	11725					
	175 Add Bose Stereo		175	200					
	75 Add CD (Std. GL GLS)		75	100					
	350 Add Leather (Std. GLS)		350	400					
	500 Add Power Sunroof		500	575					
	150 Add Pwr Seat (GX)		150	175					
	50 Add Theft Recovery System		50	75					
2001 AURORA-V6 MC: IV									
	11400 Sedan 4D 3.5L	GR6	10275	13900					
2001 AURORA-V8 MC: IV									
	13450 Sedan 4D 4.0L	GS6	12125	16175					
AURORA OPTIONS									
	300 Add Bose Stereo		300	350					
	600 Add Power Sunroof		600	675					
	50 Add Theft Recovery System		50	75					
OLDSMOBILE									
2000 ALERO-4 Cyl. MC: II									
	4325 Coupe 2D GX	NK1	3900	5825					
	4825 Coupe 2D GL	NL1	4350	6375					
	4275 Sedan 4D GX	NK5	3850	5750					
	4775 Sedan 4D GL	NL5	4300	6300					
	5175 Coupe 2D GL (V6)	NL1	4675	6800					
	6625 Coupe 2D GLS (V6)	NF1	5975	8375					
	5125 Sedan 4D GL (V6)	NL5	4625	6750					
	6575 Sedan 4D GLS (V6)	NF5	5925	8325					
	150 Add A/A Wheels (Std. GLS)		150	175					
	50 Add CD (Std. GLS)		50	75					
	300 Add Leather (Std. GLS)		300	350					
450 Add Power Sunroof									
425 Add Supercharged V6									
1999 ALERO-4 Cyl. MC: II									
	450 Add Power Sunroof		450	500					
	125 Add Pwr Seat (Std. GLS)		125	150					
	425 Deduct W/out AT		425	425					
	125 Deduct W/out Cruise		125	125					
2000 INTRIGUE-V6 MC: II									
	5500 Sedan 4D GX	WH5	4950	7150					
	6500 Sedan 4D GL	WSS	5850	8225					
	7600 Sedan 4D GLS	WX5	6850	9425					
	125 Add Bose Stereo		125	150					
	50 Add CD (Std. GLS)		50	75					
	300 Add Leather (Std. GLS)		300	350					
	450 Add Power Sunroof		450	500					
	125 Add Pwr Seat (GX)		125	150					
OLDSMOBILE									
1999 ALERO-4 Cyl. MC: II									
	3350 Coupe 2D GX	NK1	3025	4725					
	3800 Coupe 2D GL	NL1	3425	5225					
	3300 Sedan 4D GX	NK5	2975	4675					
	3750 Sedan 4D GL	NL5	3375	5175					
	4125 Coupe 2D GL (V6)	NL1	3725	5600					
	5100 Coupe 2D GLS (V6)	NF1	4600	6700					
	4075 Sedan 4D GLS (V6)	NL5	3675	5550					
	5050 Sedan 4D GLS (V6)	NF5	4550	6650					
	100 Add A/A Wheels (Std. GLS)		100	125					
	250 Add Leather (Std. GLS)		250	300					
	400 Add Power Sunroof		400	450					
	100 Add Pwr Seat (Std. GLS)		100	125					
	100 Deduct W/out Cruise		100	100					
1999 CUTLASS-V6 MC: II									
	3625 Sedan 4D GL	NB5	3275	5050					
	4350 Sedan 4D GLS	NG5	3925	5850					
	100 Add A/A Wheels (Std. GLS)		100	125					
	400 Add Power Sunroof		400	450					
	100 Add Pwr Seat (Std. GLS)		100	125					
	100 Deduct W/out Pwr Wind		100	100					
1999 INTRIGUE-V6 MC: II									
	4625 Sedan 4D GX	WH5	4175	6150					
	5250 Sedan 4D GL	WSS	4725	6875					
	6000 Sedan 4D GLS	WX5	5400	7700					
	75 Add Bose Stereo		75	100					
	250 Add Leather (Std. GLS)		250	300					
	400 Add Power Sunroof		400	450					
	100 Add Pwr Seat (GX)		100	125					
1999 EIGHTY EIGHT-V6 MC: III									
	4975 Sedan 4D	HN5	4500	6700					
	5525 Sedan 4D LS	HN5	4975	7325					
	150 Add A/A Wheels (Std. LS)		150	175					
	300 Add Leather Seats		300	350					
	450 Add Power Sunroof		450	500					
1999 LSS-V6 MC: III									
	6150 Sedan 4D	HY5	5550	8025					
	450 Add Power Sunroof		450	500					
	425 Add Supercharged V6		425	475					

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

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PASSENGER CARS

EXHIBIT C

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:
Tiffany D Lundell,

Debtor,

Case No. 04-34461
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) 25865343.
2. The Debtor owes the Creditor \$6,320.57, payoff amount as of August 4, 2004, plus accrued unpaid interest thereon since that date. The monthly loan payment is \$277.77. As of August 4, 2004, the loan payments are in arrears \$833.31 for payments owing since June 2, 2004.
3. The debt owed to the Creditor is secured by a perfected lien on a 1997 NISSAN SENTRA. The current NADA published retail value of the collateral is \$3,675.00.
4. Debtor surrendered the collateral to Creditor; Creditor desires to sell it immediately.
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".

Dated: 8-12-04



Jennifer Dean
Ford Motor Credit Company
National Bankruptcy Svc Center
P.O. Box 537901
Livonia, MI 48153-7901

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:
Tiffany D Lundell,
Debtor,

Case No. 04-34461
Chapter 7 Case

MEMORANDUM OF FACT AND LAW

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 Movant's possession or control; Debtor has indicated no interest in reaffirming or redeeming the collateral. Movant desires to sell it immediately.

The total net balance due on the Contract is \$6,320.57 as of August 4, 2004. On information and belief, the collateral has an NADA retail value of \$3,675.00. NADA pages showing this collateral value are attached as Exhibit "C".

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 2, 2004.
- Failure to make payments due post petition under the Contract.

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 \$6,320.57. 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

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Minneapolis, MN 55403

612-870-4100

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:
Tiffany D Lundell,
Debtor,

Case No. 04-34461
Chapter 7 Case

UNSWORN CERTIFICATE OF SERVICE

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.

Tiffany D Lundell
995 Grand Ave, Apt 204
Saint Paul, MN 55104

Becky A Moshier
Attorney at Law
2233 University Ave W #420
St. Paul, MN 55114

Nauni Jo Manty
Chapter 7 Trustee
333 S 7th St, Suite 2000
Minneapolis, MN 55402

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

04-03290-0

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:
Tiffany D Lundell,
Debtor,

Case No. 04-34461
Chapter 7 Case

ORDER FOR RELIEF FROM THE STAY

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
1997 NISSAN SENTRA, VIN 1N4AB41DXVC769012
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