
In Re:
Nicole D Pagani,
Debtor,

Case No. 04-34484
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 October 6, 2004 at 9:30 AM o'clock, in Courtroom No. 228A, at the United States Courthouse, 316 North Robert Street, St. Paul, MN.
3. Any response to this motion must be filed and delivered not later than October 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 September 27, 2004, which is seven days before the time set for the hearing (excluding Saturdays, Sundays and holidays). **UNLESS A RESPONSE OPPOSING THE MOTION IS TIMELY FILED, THE COURT MAY GRANT THE MOTION WITHOUT A HEARING.**
4. This Court has jurisdiction over this motion pursuant to 28 U.S.C. §§157 and 1334, Fed. R. Bankr. P. 5005 and Local Rule 1070-1. This proceeding is a core proceeding. The petition commencing this case was filed on August 2, 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 2004 FORD RANGER SUPERCAB 4WD XLT 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, 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: September 15, 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.

STATE OF MINN CERTIFICATE OF TITLE FOR A

VEHICLE IDENTIFICATION NUMBER 1FTZR45E94PA43404	YEAR 04	MAKE FORD	MODEL/BODY 4C RNG	TITLE NUMBER R1600S004
DATE ISSUED 06/08/04	ODOMETER 39	TAX BASE 023280	CODE 10	PLATE NUMBER LD612
EXP 11				CENTRAL OFFICE USE ONLY
NO SECURITY INTERESTS		DOB		OWNER CAB WEST LLC LESSOR
PO BOX 105704 ATLANTA GA 30348-5704				



ASSIGNMENT OF OWNERSHIP — BUYER(S) MUST COMPLETE THE APPLICATION ON THE BACK

ODOMETER DISCLOSURE STATEMENT. I (WE) CERTIFY THAT THE ODOMETER NOW READS _____ (NO TENTHS) MILES AND TO THE BEST OF MY KNOWLEDGE THE ODOMETER MILEAGE IS:

ACTUAL MILEAGE
 EXCEEDS MECHANICAL LIMITS OF ODOMETER
 NOT ACTUAL MILEAGE — WARNING ODOMETER DISCREPANCY

DAMAGE DISCLOSURE STATEMENT. TO THE BEST OF MY KNOWLEDGE THIS VEHICLE

HAS HAS NOT (CHECK ONE) SUSTAINED DAMAGE IN EXCESS OF 70% ACTUAL CASH VALUE.

POLLUTION SYSTEM DISCLOSURE STATEMENT. TO THE BEST OF MY KNOWLEDGE THE POLLUTION CONTROL SYSTEM ON THIS VEHICLE INCLUDING THE RESTRICTED GASOLINE PIPE

HAS HAS NOT (CHECK ONE) BEEN REMOVED, ALTERED OR RENDERED INOPERATIVE.

Assignment: I (we) certify that this vehicle is free from all security interests, warrant title, and assign the registration tax and vehicle to:

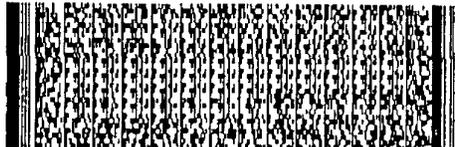
SELLER'S PRINTED NAME(S)	DATE OF SALE	BUYER'S PRINTED NAME(S)
SELLER'S ADDRESS	DEALER LICENSE #	BUYER'S ADDRESS
SELLER'S SIGNATURE(S)	X	BUYER'S SIGNATURE(S)

IMPORTANT — PLEASE READ: All information collected on a motor vehicle application is required by law and is used to identify your motor vehicle. Failure to provide required information may result in denial of the requested action. Except for certain uses permitted by federal and state laws, personal information contained in your application may not be disclosed to anyone without your express consent. You may expressly consent to the disclosure of your information by writing to the following address:

MINNESOTA DEPARTMENT OF PUBLIC SAFETY
 DRIVER AND VEHICLE SERVICES DIVISION
 445 MINNESOTA STREET, ST. PAUL, MINNESOTA 55101
 PHONE 651-297-2126 TTY 651-282-6555
mndriveinfo.org



PS2700-13



KEEP IN A SAFE PLACE. ANY ALTERATION OR ERASURE VOIDS THIS TITLE

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 this information over the Internet at mndriveinfo.org or complete all information on this post card and submit by mail. **This notice is not required if sold to a licensed dealer.**

Minnesota Statute 168A.10



R1600S004 **1FTZR45E94PA43404**
 Title Number Vehicle Identification Number

Date of Sale

Purchaser's Driver License Number

EXHIBIT A

Purchaser's Full Name

Purchaser's Date of Birth

Street Address

City

County

State

Zip Code

PLEASE PRINT

MINNESOTA MOTOR VEHICLE REGISTRATION CARD

YR **04** MK **FORD** MDL **4C RNG**

VIN
1FTZR45E94PA43404

GROSS VEHICLE WEIGHT/BASE VALUE **023280**

PLATE # **LD612** EXP **11/30/04**

STICKER # **D3480523** TAX **301.00**

RECORDED OWNER(S):

CAB WEST LLC LESSOR

**PO BOX 105704
 ATLANTA GA 30348-5704**



Lessee (and Co-Lessee) - Name and Address (including County)
NICOLE DANIELLE PAGANI
 400 MAIN
 NEW YORK MILLS OTTER TAIL MN 56567

Lessor - Name and Address:
HUTCHINSON AUTO CENTER
 P.O. BOX 069
 HUTCHINSON MN 55350



"Ford Credit" is Ford Motor Credit Company. The "Holder" is **CAR WEST LLC** and its assigns.
 By signing "You" (Lessee and Co-Lessee) agree to lease this Vehicle according to the terms on the front and back of this lease.

New/Used/Date	Mileage at Delivery	Year/Make/Model	GVW if Truck (lbs.)	Vehicle ID#	Vehicle Use
NEW	00039	2004 FORD ESCORT		1FT7R45P94PA43404	PERSONAL

1. Amount Due At Lease Signing or Delivery (Itemized below) * \$ 2,500.00	2. Monthly Payments Your first monthly payment of \$ 362.80 is due 30/31/2004 followed by 38 payments of \$ 362.80 on the 1st day of each month. The total of Your monthly payments is \$ 14,149.20	3. Other Charges (not part of Your monthly payment) Disposition fee (if You do not purchase the Vehicle) N/A N/A N/A Total \$ N/A	4. Total of Payments (The amount You will have paid by the end of the lease) \$ 16,206.40
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* Itemization of Amount Due at Lease Signing or Delivery

5. Amounts Due At Lease Signing or Delivery:	6. How the Amount Due At Lease Signing or Delivery will be paid:
a. Capitalized cost reduction \$ 1,768.45	a. Net trade-in allowance \$ N/A
b. First monthly payment 362.80	b. Rebates and noncash credits \$ N/A
c. Refundable security deposit N/A	c. Amount to be paid in cash 2,500.00
d. Title fees 3.00	d. N/A \$ N/A
e. Registration fees 365.75	
f. N/A	
g. N/A	
h. N/A	
i. N/A	
Total \$ 3,500.00	Total \$ 2,500.00

7. Your monthly payment is determined as shown below:

a. Gross capitalized cost. The agreed upon value of the Vehicle (\$ 24,990.00) and any items You pay over the lease term (such as service contracts, insurance, and any outstanding prior credit or lease balance) ... \$ 25,585.00
b. Capitalized cost reduction. The amount of any net trade-in allowance, rebate, noncash credit, or cash that You pay that reduces the gross capitalized cost ... 1,768.45
c. Adjusted capitalized cost. The amount used in calculating Your base monthly payment ... 23,816.55
d. Residual value. The value of the Vehicle at the end of the lease used in calculating Your base monthly payment ... 12,591.00
e. Depreciation and any amortized amounts. The amounts charged for the Vehicle's decline in value through normal use and for other items paid over the lease term ... 11,225.55
f. Rent charge. The amount charged in addition to the depreciation and any amortized amounts ... 2,060.19
g. Total of base monthly payments. The depreciation and any amortized amounts plus the rent charge ... 13,285.74
h. Lease payments. The number of payments in Your lease ... 39
i. Base monthly payment ... 340.66
j. Monthly sales / use tax ... 22.14
k. N/A ... N/A
l. N/A ... N/A
m. Total monthly payment ... 362.80
n. Lease term in months ... 39

Early Termination. You may have to pay a substantial charge if You end this lease early. The charge may be up to several thousand dollars. The actual charge will depend on when the lease is terminated. The earlier You end the lease, the greater this charge is likely to be.

8. Excess Wear and Use. You may be charged for excessive wear based on our standards for normal use. At the scheduled end of this lease, unless You purchase the Vehicle, You must pay to Lessor 15 cents per mile for each mile in excess of 39,039 miles shown on the odometer. See items 19 and 23 on back for additional excess wear and use terms.

9. Extra Mileage Option Credit. At the scheduled end of this lease, You will receive a credit of N/A cents per unused mile for the number of unused miles between N/A and N/A miles, less any amounts You owe under this lease. You will not receive any credit if the Vehicle is destroyed, if You terminate Your lease early, exercise any purchase option, are in default or the credit is less than \$1.00.

10. Purchase Option at End of Lease Term. \$ 12,591.00, plus official fees and taxes if Your lease and purchase option price, You have the option to purchase the Vehicle from Lessor in cash for the purchase option price at the end of the lease term if You are not in default.

Other Important Terms. See Your lease documents for additional information on early termination, purchase option and maintenance responsibilities, warranties, late and default charges, insurance, and any security interests, if applicable.

11. WARRANTY The Vehicle is covered by any warranty, extended warranty or service contract indicated below: <input type="checkbox"/> Standard new Vehicle warranty provided by the manufacturer or distributor of the Vehicle. <input type="checkbox"/> N/A	15. LIFE, DISABILITY AND OTHER INSURANCE These coverages are not required to enter into this lease and will not be provided unless You sign below. If insurance is to be obtained by Lessor, the coverages are shown in a notice given to You this date and are for the term of this lease.
12. OFFICIAL FEES AND TAXES \$ 1,699.39 The estimated total amount You will pay for official and license fees, registration, title and taxes over the term of Your lease, whether included with Your monthly payments or assessed otherwise. The actual total of fees and taxes may be higher or lower depending on the tax rates in effect or the value of the leased property at the time a fee or tax is assessed.	Life Insurance: N/A Insurer, N/A Initial Coverage Amount, N/A Insured(s), N/A Premium Disability Insurance: N/A Insurer, N/A Monthly Coverage, N/A Insured(s), N/A Premium Other Insurance: N/A Type, N/A Monthly Coverage, N/A Insured(s), N/A Premium Total Premiums \$ N/A
13. LESSOR SERVICES N/A (See item 18 on back)	
14. LATE PAYMENTS You will pay a late charge on each payment that is not received within 10 days after it is due. The charge is 7.5% of the full amount of the scheduled payment or \$50.00 whichever is less.	

**16. Itemization of Gross Capitalized Cost

Agreed Upon Value of the Vehicle	Sales/Use Tax & Other Applicable Taxes	Title Fees	License & Registration Fees	Extended Warranty & Service Contract	Lessor Services	Acquisition Fee
\$24,990.00	\$ N/A	\$ N/A	\$ N/A	\$ N/A	\$ N/A	\$ 505.00
Documentation Fee	Life Insurance Premium	Disability Insurance Premium				Total Gross Capitalized Cost
\$ N/A	\$ N/A	\$ N/A	\$ N/A	\$ N/A	\$ N/A	\$ 25,585.00

SIGNATURES AND IMPORTANT NOTICES

Modification: This lease sets forth all of the agreements of Lessor and You for the lease of the Vehicle. There is no other agreement. Any change in this lease must be in writing and signed by You and Ford Credit.

Lessee: By Nicole Pagani Title _____
 Co-Lessee: By X Title _____

YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE ARBITRATION PROVISION ON THE REVERSE SIDE OF THIS CONTRACT.

NOTICE: (1) Do not sign this lease before You read it or if it has any blank space to be filled in. (2) You have the right to get a filled-in copy of this lease. You state that You have been given a filled-in copy of this lease at the time You sign it and notice of an assignment of this lease by the Lessor to Holder.

Lessee: By Nicole Pagani Title _____
 Co-Lessee: By X Title _____

Lessor is hereby notified that Holder has assigned to "Intermediary," as defined in the Red Carpet Lease Assignment, its rights (but not its obligations) with respect to the purchase of this Vehicle and the sale of this Vehicle at lease termination.
 Lessor accepts this lease and assigns it to Holder under the terms of the Red Carpet Lease - WDR Plan Agreement between Lessor and Holder unless otherwise indicated here.

Lessor: HUTCHINSON AUTO CENTER By [Signature] Title [Signature]

EXHIBIT B

17. VEHICLE USE AND RESTRICTIONS You will not use or permit others to use the Vehicle for purposes that are contrary to the provisions of any insurance policies covering the Vehicle, (c) outside the state where first titled or registered for more than 30 days without Ford Credit's written consent, (d) outside the United States, except for less than 30 days in Canada or the U.S. as a private or public carrier. You will leave this lease and Vehicle free of all liens and encumbrances. You will not assign or sublease any interest in the Vehicle or lease without Ford Credit's written consent.

18. VEHICLE MAINTENANCE AND OPERATING COSTS Proper Vehicle maintenance is your responsibility. You must maintain and service the Vehicle at your own expense, using materials that meet the manufacturer's specifications. This includes following the owner's manual and maintenance schedule, documenting maintenance performed, and making all needed repairs. You are also responsible for all operating costs such as gas and oil. Lessor will provide the service, oil, and tire. Lessor will provide the service, oil, and tire. Lessor will provide the service, oil, and tire. Lessor will provide the service, oil, and tire.

19. DAMAGE REPAIR You are responsible for repairs of all damage 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 the pre-accident condition, including repairs to Exterior Sheet Metal and Plastic Components and to Vehicle Safety Systems including air bags, seat belts and bumper system components. Replacement of Sheet Metal must be made with Original Equipment Manufacturer parts or those of equal quality. Discuss this requirement with your insurance company prior to signing a collision repair estimate or before authorizing any collision repair work. If you have not had the repairs made before the Vehicle is returned at the scheduled and in this lease, you will pay the estimated costs of such repairs, even if the repairs are not made prior to Holder's sale of the Vehicle.

20. VEHICLE INSURANCE You must provide the Vehicle during the term of this lease with (a) comprehensive fire and theft insurance with a maximum deductible amount of \$1,000; and (b) collision and upset insurance with a maximum deductible of \$1,000; and (c) automobile liability insurance with minimum limits for bodily injury or death of \$30,000 for any one person and \$60,000 for any two persons, and \$10,000 for property damage. If the state in which the Vehicle is registered has higher minimums or changes the minimum automobile liability insurance limits greater than those listed above for bodily injury or death and property damage insurance, you must insure the Vehicle and the Holder at the higher minimum limits established by the state. These amounts may not be sufficient to cover all your liabilities. You may wish to consult your insurance advisor about obtaining additional coverage. You will let the loss carrier and additional insured be notified by Lessor. You must give Ford Credit evidence of this insurance. You authorize Ford Credit, on your behalf, to receive and process checks or drafts, and same or release any claim under the insurance policy related to Holder's ownership of the Vehicle. You also agree to hold any other insurance proceeds related to this lease or Holder's interest in the Vehicle. If you or Ford Credit obtain a refund for amounts paid to third parties for insurance, service contracts, or any other amount paid to a third party included in the Unpaid Adjusted Cost of this lease, you must pay to the Holder the entire amount of the refund and you authorize the Holder to subtract the refund from the amount you owe under this lease.

LESSOR IS NOT PROVIDING VEHICLE LIABILITY INSURANCE

If you do not register the Vehicle in, or change the garage location of the Vehicle to a state where Ford Credit does not provide automobile liability insurance limits greater than those listed above for bodily injury or death and property damage insurance, you must insure the Vehicle and the Holder at the higher minimum limits established by Ford Credit.

21. TERMINATION This lease will terminate (and) upon (a) the end of the term of this lease, (b) the return of the Vehicle to Lessor, and (c) the payment by you of all amounts owed under this lease. Ford Credit may cancel this lease if you default, and you will be liable for the amount of the unpaid adjusted capitalized cost and the difference of any amount between the Unpaid Adjusted Capitalized Cost and the Vehicle's Fair Market Wholesale Value, plus (d) all other amounts then due under this lease. You will cover any loss from the sum of the remaining unpaid lease payments, plus any interest and late charges and any mileage charges, and all other amounts then due under this lease.

22. RETURN OF VEHICLE If you do not wish to return the Vehicle, at lease end you must return it to Lessor unless Ford Credit specifies another place. If you fail to return the Vehicle, you must continue to pay the monthly payments plus other damages to Ford Credit, including amounts payable under default. Payment of these amounts will not allow you to keep the Vehicle.

23. STANDARDS FOR EXCESS WEAR AND USE You are responsible for all repairs to the Vehicle that are not the result of normal wear and use. These repairs include, but are not limited to, those necessary to meet or replace: (a) Tires which are worn to 1/8 inch of tread and 1/8 inch of remaining tread in any place; (b) Electrical or Mechanical defects or malfunctions; (c) Glass, Paint, Body Panels, Trim and Grill Work that are broken, mismatched, chipped, scratched, dented, cracked, or if applicable, covered or stained; (d) Interior floor, stains, burns or worn areas; and (e) Damage which would be covered by collision or comprehensive insurance whether or not such insurance is actually in force. Replacement of Sheet Metal must be made with Original Equipment Manufacturer parts or those of equal quality. Your use or repair of the Vehicle shall not be available for warranty.

24. ODOMETER STATEMENT Federal law requires you to complete a statement of the Vehicle's mileage at the end of this lease.

25. VOLUNTARY EARLY TERMINATION AND RETURN THE VEHICLE You may terminate this lease early. If you are not in default, by returning the Vehicle to Lessor and paying the following: (a) an early termination fee of \$200, plus (b) the difference of any amount between the Unpaid Adjusted Capitalized Cost and the Vehicle's Fair Market Wholesale Value, plus (c) all other amounts then due under this lease. You will cover any loss from the sum of the remaining unpaid lease payments, plus any interest and late charges and any mileage charges, and all other amounts then due under this lease.

26. VOLUNTARY EARLY TERMINATION AND PURCHASE THE VEHICLE You may purchase the Vehicle from Lessor at any time for the sum of the remaining Base Monthly payments, less any unearned Part payments, plus the purchase option price, an early purchase option fee of \$200, plus (d) other amounts then due under this lease. To exercise this option, please call 1-800-775-7000.

27. LOSS OR DESTRUCTION OF VEHICLE If the Vehicle is stolen or destroyed, you will pay to Ford Credit (a) the Unpaid Adjusted Capitalized Cost, plus (b) all other amounts then due under this lease, plus (c) any insurance proceeds received from the loss carrier, less (d) the amount in effect for the loss or required under this lease and Ford Credit receives the full proceeds. You will pay to Ford Credit (a) any past due monthly lease payments, plus (b) the amount of the applicable insurance deductible, plus (c) all other amounts then due under this lease. Even if the Vehicle is insured, until Ford Credit receives the appropriate amount of insurance proceeds, you are responsible for the scheduled monthly payments.

28. ASSIGNMENT AND ADMINISTRATION When you and Lessor sign this lease, Lessor will assign it to Holder, Ford Credit or a subsidiary of Lessor. You must not pay all amounts due under this lease to Ford Credit. If Ford Credit is not the Holder of this lease, Holder has appointed Ford Credit as its agent. As agent for Holder, Ford Credit has the power to set on Holder's behalf to administer, enforce, and defend this Lease. If Lessor has agreed to repair or maintain the Vehicle, obtain any insurance or perform any other service, you will look only to the Lessor for these services.

29. TAXES You will promptly pay all fees, charges, and taxes relating to the lease or Vehicle (except for Lessor's or Holder's income taxes). You will pay these amounts when they are assessed after lease end.

30. TITLING The Vehicle will be titled in the name of Holder. You will register the Vehicle as directed by Ford Credit. You will pay all license, title and registration costs.

31. LIFE INSURANCE If Ford Credit receives the benefits paid under any life insurance designated on the reverse side, this lease will not continue if there is a Co-Lessee. Any Co-Lessee will pay when due all amounts not paid by the insurance. If there is no Co-Lessee, Ford Credit will accept a reasonable replacement designated by your state who agrees to perform your obligations not covered by the insurance.

32. INDEMNITY You will indemnify and hold harmless Lessor, Ford Credit and Holder and their assigns from any loss or damage to the Vehicle and its contents and from all claims, losses, injuries, expenses and costs related to the use, maintenance, or condition of the Vehicle. You will promptly pay all fines and tickets imposed on the Vehicle or its driver. If you do not pay, you will reimburse Ford Credit and pay a \$20 administration fee, unless prohibited by law, for every claim filed, whether or not any claim must be paid on your behalf.

33. SECURITY DEPOSIT Your security deposit may be used by Ford Credit to pay all amounts that you fail to pay under this Lease. You will not receive any interest, profits or other earnings on your security deposit(s).

34. CONSUMER REPORTS You authorize Ford Credit and Holder to obtain consumer credit reports from credit reporting agencies, credit bureaus, or any reason and at any time in connection with this lease.

35. GENERAL Except as otherwise provided by the law of the state where the Lessor's place of business is, the rest of this lease will be governed by the law of that state. If that law does not allow any of the agreements in this lease, the provisions that are not allowed will be void. The rest of this lease will be good, valid and enforceable in that state.

READ THIS ARBITRATION PROVISION CAREFULLY AND IN ITS ENTIRETY

ARBITRATION

Arbitration is a method of resolving any claim, dispute, or controversy (collectively, a "Claim") without filing a lawsuit in court. Either you or Lessor (but not both) elect a "Party" who may proceed at any time, including after a lawsuit is filed, to have any claim related to this contract decided by arbitration. Such claims include but are not limited to the following: (1) Claims in contract, tort, regulatory or otherwise; (2) Claims regarding the interpretation, application or enforcement of any law; (3) Claims between you and us, our employees, agents, successors, assigns, subsidiaries, or affiliates; (4) Claims arising out of or relating to your application for credit, this contract, or any resulting transaction or relationship, including that with the dealer, or any such relationship with third parties who do not sign this contract.

RIGHTS YOU AND WE AGREE TO GIVE UP

If you or we choose to arbitrate a claim, then you and we agree to waive the following rights:

- RIGHT TO A TRIAL, WHETHER BY A JUDGE OR JURY
- RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR A CLASS MEMBER IN ANY CLASS CLAIM YOU MAY HAVE AGAINST US WHETHER IN COURT OR IN ARBITRATION
- BROAD RIGHTS TO DISCOVERY AS ARE AVAILABLE IN A LAWSUIT
- RIGHT TO APPEAL THE DECISION OF AN ARBITRATOR
- OTHER RIGHTS THAT ARE AVAILABLE IN A LAWSUIT

RIGHTS YOU AND WE DO NOT GIVE UP: If a claim is arbitratable and you and we will continue to have the following rights, without waiving the arbitration provisions of this contract: (1) Right to enforce the contract's terms; (2) Right to enforce the contract's terms; (3) Right to take legal action to enforce the arbitrator's decision; and (4) Right to request that a court of law review whether the arbitrator's decision is arbitrary.

Each Party must contact any association below and the other Party to start arbitration. The applicable rules (the "Rules") may be obtained from the association:

- American Arbitration Association ("AAA"), at 1-800-775-7874 or www.adr.org;
- J.A.M.S. Services, at 1-800-448-1860, or www.jamsadr.com;
- National Arbitration Forum, at 1-800-475-2071, or www.adrforum.com.

If there is a conflict between the Rules and this contract, this contract shall govern. This contract is subject to the Federal Arbitration Act (9 U.S.C. § 1 et seq.) and the Federal Rules of Evidence. The arbitration decision shall be in writing with a supporting opinion. We will pay your total reasonable arbitration fees and expenses, not including attorney fees, except where applicable law otherwise provides in excess of \$125. We will pay the entire filing fee if we demand arbitration first. Any portion of the arbitration clause that is unenforceable shall be severed, and the remaining provisions shall be enforced.

Trade-In	BODY TYPE	Model No.	Loan	Retail	Trade-In	BODY TYPE	Model No.	Loan	Retail
	Add CD (Cargo, S)					Add Cruise Control			
	Add Dual Pwr Sliding Doors (Std. Limited)					Add Leather Seats			
	Add Leather (Std. Ltd.)					Add Pioneer Stereo (Ex. Tremor)			
	Add Power Seat					Add Power Door Locks			
	Add Rear Air Cond.					Add Power Windows			
	Add Rear Bucket Seats (Std. SEL Limited)					Add Theft Recovery System			
	Add Rear Entertainment Sys					Add 17" Wheel			
	Add Theft Recovery System					Deduct 4 Cyl. Eng.			
	Deduct W/out Cruise					Deduct W/out Air Cond.			
	*Std. SEL, SEL, Ltd.					Deduct W/out AT			
2004 E SERIES VAN-1/2-1 Ton-V8			MC: III		2004 F150 HERITAGE-1/2 Ton-V8			MC: III	
E150 Cargo	E14				Style XL "WS" 6 3/4"	F17*			
E150 Wagon	E11				Style XL "WS" 8"	F17*			
E250 Cargo	E24				Styleside XL 6 3/4"	F17*			
E250 Ext. Cargo	S24				Styleside XL 8"	F17*			
E350 Cargo	E34				Flareside XL 6 3/4"	F07*			
E350 Wagon	E31				Lightning 6 3/4"	F073			
E350 Ext. Cargo	S34				S-Cab XL "WS" 6 3/4"	X17*			
E350 Ext. Wagon	S31				S-Cab XL "WS" 8"	X17*			
	Add Chateau Trim				Supercab XL 6 3/4"	X17*			
	Add XLT Trim				Supercab XL 8"	X17*			
	Add 6.0L T-Diesel Eng.								
	Add 6.8L V10 Eng.				2004 F150-1/2 Ton-V8			MC: III	
	Add Alum-Alloy Wheels				Styleside XL 6 1/2"	F12*			
	Add CD Player				Styleside XL 8"	F12*			
	Add Leather Seats				Styleside STX 6 1/2"	F12*			
	Add Power Seat				Styleside XLT 6 1/2"	F12*			
	Add Rear Air Cond.				Styleside XLT 8"	F12*			
	(Std. E350 Ext. Wagon)				Style FX4 6 1/2" (4WD)	F14			
	Add Rear Bucket Seats				Flareside STX 6 1/2"	F02*			
	Add Rear Entertainment Sys				Flareside XLT 6 1/2"	F02*			
	Add Theft Recovery System				Flare FX4 6 1/2" (4WD)	F04			
	Deduct W/out Air Cond.								
	Deduct W/out Pwr Locks				2004 F150 SUPERCAB-1/2 Ton-V8			MC: III	
	Deduct W/out Pwr Wind				Supercab XL 6 1/2"	X12*			
2004 RANGER-1/2 Ton-V6			MC: II		Supercab XL 8"	X12*			
Styleside	R10*				Supercab STX 5 1/2"	X12*			
Styleside LB	R10*				Supercab STX 6 1/2"	X12*			
Flareside	R10*				Supercab XLT 5 1/2"	X12*			
Style Supercab 2D	R14*				Supercab XLT 6 1/2"	X12*			
Style Supercab 4D	R44*				Supercab XLT 8"	X12*			
Flare Supercab 2D	R14*				Supercab XLT 3"	X12*			
Flare Supercab 4D	R44*				S-Cab FX4 5 1/2" (4WD)	X14			
	Add Edge Trim (Std. Tremor)				S-Cab FX4 6 1/2" (4WD)	X14			
	Add FX4 Off-Road Pkg.				Supercab Lariat 5 1/2"	X12*			
	Add XLT Trim				Supercab Lariat 6 1/2"	X12*			
	Add FX4-Level II O.R. Pkg.				Flare Super STX 6 1/2"	X02*			
	Add Tremor Pkg.				Flare Super XLT 6 1/2"	X02*			
	Add 4 Wheel Drive				Flare SC FX4 (4WD)	X04			
	Add Alum-Alloy Wheels				2004 F150 SUPERCREW-1/2 Ton-V8			MC: III	
	Add CD Player				XLT 5 1/2"	W12*			
					FX4 5 1/2" (4WD)	W14			
					Lariat 5 1/2"	W12*			
2004 F250 SUPER DUTY-3/4 Ton-V8			MC: III		2004 F150 SUPERCREW-1/2 Ton-V8			MC: III	
					Styleside XL 8"	F20*			
					Supercab XL 6 3/4"	X20*			
					Supercab XL 8"	X20*			

SEE TRUCK OPTION PAGE FOR ADDITIONAL OPTIONS
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D

Trade-In	BODY TYPE	Model No.	Loan	Retail	Trade-In	BODY TYPE	Model No.	Loan	Retail
	Crew Cab XL 6 3/4"	W20*				200 Deduct W/out Cruise		200	200
	Crew Cab XL 8"	W20*				*Std. Limited			
2004 F350 SUPER DUTY-1 Ton-V8			MC: III		2003 EXPLORER SPORT TRAC-V6			MC: II	
	Styleside XL 8"	F30*			17375 Utility 4D XLS	U67	15650	20350	
	Supercab XL 6 3/4"	X30*			18375 Utility 4D XLT	U67	16550	21425	
	Supercab XL 8"	X30*			19175 Utility 4D XLS (4WD)	U77	17275	22275	
	Crew Cab XL 6 3/4"	W30*			20175 Utility 4D XLT (4WD)	U77	18175	23325	
	Crew Cab XL 8"	W30*			2003 EXPLORER-V6			MC: II	
					12450 Wagon 2D Sport XLS	U60	11225	14975	
					13450 Wagon 2D Sport XLT	U60	12125	16050	
					15175 Wagon 4D XLS	U62	13675	17875	
					17425 Wagon 4D XLT	U63	15700	20400	
					20575 Wagon 4D Eddie Bauer	U64	18525	23750	
					20875 Wagon 4D Limited	U65	18800	24075	
					14050 2D Sport XLS (4WD)	U70	12650	16675	
					15050 2D Sport XLT (4WD)	U70	13550	17750	
					16775 XLS (4WD/AWD)	U72/82	15100	19575	
					19025 XLT (4WD/AWD)	U73/83	17125	22100	
					22175 E. Bauer (4WD/AWD)	U74/84	19975	25475	
					22475 Limited (4WD/AWD)	U75/85	20250	25800	
					EXPLORER SPORT TRAC/EXPLORER OPTIONS				
					450 Add NBX Package (XLT)		450	500	
					275 Add 3rd Row Seat		275	325	
					500 Add 4.6L V8 Engine		500	575	
					450 Add Leather Seats (Std. Eddie Bauer, Ltd.)		450	500	
					275 Add Pioneer/Audiophile Sys. (Std. Eddie Bauer, Ltd.)		275	325	
					200 Add Power Seat (Std. U63/73/83, EB, Ltd.)		200	225	
					550 Add Power Sunroof		550	625	
					275 Add Rear Air Conditioning		275	325	
					550 Add Rear Entertainment Sys		550	625	
					75 Add Theft Recovery System		75	100	
					575 Deduct W/out AT		575	575	
					200 Deduct W/out Cruise		200	200	
					150 Deduct W/out Tilt		150	150	
					2003 EXPEDITION-1/2 Ton-V8			MC: III	
					21625 Utility XLT	U15	19475	24875	
					26750 Eddie Bauer	U17	24075	30325	
					23525 Utility XLT (4WD)	U16	21175	26900	
					28650 Eddie Bauer (4WD)	U18	25800	32475	
					550 Add FX4 Off-Road Pkg (XLT)		550	625	
					375 Add Audiophile Stereo Sys. (Std. Eddie Bauer)		375	425	
					500 Add Leather Seats (Std. Eddie Bauer)		500	575	
					600 Add Navigation System		600	675	
					250 Add Power 3rd Row Seat		250	300	
					600 Add Power Sunroof		600	675	
					175 Add Rear Bucket Seats		175	200	
					550 Add Rear Entertainment Sys		550	625	
					75 Add Theft Recovery System		75	100	
					375 Deduct 4.6L V8 Eng.		375	375	

SEE TRUCK OPTION PAGE FOR ADDITIONAL OPTIONS
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TRUCKS

EXHIBIT C

DEALER

588 020 VIN 1FTZR45E94PA43404

SUGGESTED RETAIL PRICE AMOUNT

R45R RANGER 4X4 XLT SUPERCAB
 2004 MODEL YEAR
 SONIC BLUE C/C
 MEDIUM DARK FLINT CLOTH
 INCLUDED ON THIS VEHICLE
 .ORDER CODE 494A-S/C XLT 4X4
 .SPEED CONTROL/TILT STRG WHL
 .LEATHER WRAP STEERING WHEEL
 .POWER WINDOW/LOCK GROUP
 .REMOTE KEYLESS ENTRY
 .FX4 OFF-ROAD GROUP
 .WHEELS, ALUM 5-SPOKE 16"

24465 00 22069 00

SEC DEP WAIVER WEAR CARE
 RENEWAL
 NFR

HIGH LEVEL REASON

OPTIONAL EQUIPMENT
 99E .4.0L SOHC V6 ENGINE NC
 44D 5-SPD AUTOMATIC O/D TRANS 1000 00 NC
 T5M P245 OWL ALL-TERR TIRES NC 850 00
 4.10 RATIO LIMITED SLIP AXLE NC
 4X4 4DR FX4 DISCOUNT NC
 153 FRONT LICENSE PLATE BRACKET NC
 173 FLARESIDE BOX 495 00 NC
 5140 GVWR NC
 41H COLD WEATHER PACKAGE NC
 515 P235 ALL-SEASON SPARE NC
 33L TRAILER TOW, CLASS III NC
 988 IN-DASH 6 DISC CD W/ MP3 CAP 215 00 NC
 655 SMOKER'S PACKAGE 295 00 NC
 CLOTH SPORT BUCKET SEATS 15 00 NC
 DISCOUNTED EQUIPMENT 200 00 NC
 AIR CONDITIONING 675 00 NC
 "RESIDENCY RESTRICTIONS APPLY
 TO DISCOUNTS/SAVINGS - SEE
 DEALER FOR DETAILS." 574 00

TOTAL VEHICLE & OPTIONS 27360 00 24529 00
 DESTINATION & DELIVERY 620 00 620 00
 TOTAL BEFORE DISCOUNTS 27980 00 25149 00
 NAIL FLARESIDE BOX DISC 495 00- 421 00-
 4X4 4-DR OFF ROAD DISC 1000 00- 850 00-
 AIR CONDITIONING DISC 675 00- 574 00-
 TOTAL SAVINGS 2170 00- 1845 00-
 SCHEDULE A (MEMO) .00

TOTAL FOR VEHICLE 25810 00

20 U.S. GAL FUEL CHARGE 34 40
 PRICED DORA
 BATCH-ID 3K29200278 N RB 2X
 PRICE LEVEL 425330R45
 VIN: 1FTZR45E94PA43404
 SHIPPING WEIGHT 3659 LBS.

STOCK # 38259
 DATE VEHICLE ARRIVED NOV - 6 2003
 KEY CODE 0302X

1596

21183 12/4

FRANCHISE ASSIGNMENT	INVOICE TOTAL	SALES TAX	USE TAX	SALES & USE TAX	A & D PLAN
200.00	23538.40	755.00	95.00	22688.40	22563.40
					X PLAN
					23615.93

755.00 21.00 615.00 .00 734.00 21974.00

SOLD TO
 Apple Valley Ford
 P.O. BOX 240299
 Apple Valley MN 55124

588020

SHIP TO IF OTHER THAN ABOVE

TO MI STATE
 2 6 MN CA31
 DATE PREPARED 10/29/03
 SHIP THROUGH 58-5406 SF 04

INVOICE & UNIT IDENTIFICATION NO 1FTZR45E94PA43404
 FINANCIAL COMPANY AND/OR BANK TWIN CITIES Ford Motor Credit 000001

04-03752-0

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:
Nicole D Pagani,
Debtor,

Case No. 04-34484
Chapter 7 Case

VERIFICATION FOR MOTION FOR RELIEF FROM STAY

I, Chester Marzec, 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) 35828213.
2. The Debtor leases a 2004 FORD RANGER SUPERCAB 4WD XLT from the Creditor. The monthly lease payment is \$362.80. As of August 2, 2004, the lease payments are delinquent \$725.60 for payments owing since July 21, 2004, including late charges. The Creditor owns the leased vehicle. The current NADA published retail value for the leased vehicle is \$23,500.00. 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 Statement of Intentions says Debtor will surrender the vehicle; Debtor has failed to do so.
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: 9-13-04



Chester Marzec
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:
Nicole D Pagani,
Debtor,

Case No. 04-34484
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

Debtor is in possession of the vehicle subject to a lease agreement dated 12/22/03, 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. The terms of the lease agreement, require Debtor to make monthly payments of \$362.80 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 July 21, 2004. The NADA retail value of the vehicle is \$23,500.00. NADA pages for this vehicle value are attached as Exhibit "C".

The Statement of Intentions says Debtor will surrender the vehicle; Debtor has failed to do so. 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 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 (Bkrcty. 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). In the present case the 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). No reorganization is permitted in Chapter 7.

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 15, 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:
Nicole D Pagani,
Debtor,

Case No. 04-34484
Chapter 7 Case

UNSWORN CERTIFICATE OF SERVICE

I, Linda Jeanne Jungers, declare under penalty of perjury that on September 15, 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.

Nicole D Pagani
13174 Glenhurst Ave
Savage, MN 55378

HOGLUND CHWIALKOWSKI & GREEMAN
Attn: Robert J Hoglund
PO Box 130938
Roseville, MN 55113

Nauri 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: September 15, 2004

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

04-03752-0

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:
Nicole D Pagani,
Debtor,

Case No. 04-34484
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 October 6, 2004 at 9:30 AM o'clock.

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

IT IS HEREBY ORDERED:

1. The automatic stay is modified to permit Ford Motor Credit Company to terminate the Lease, and to repossess and sell the

2004 FORD RANGER SUPERCAB 4WD XLT, VIN 1FTZR45E94PA43404

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