

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA**

Case No. 04-34502 DDO  
Chapter 7

In Re:

Andrew Dinkins,

Debtor.

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

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TO: Debtor Andrew Dinkins; his attorney Curtis K. Walker; United States Trustee; and all other entities specified in Local Rule 1204 (a):

1. AmeriCredit Financial Services, Inc., (“AmeriCredit”), a secured creditor in this Chapter 7 proceeding, by and through duly authorized and undersigned attorneys, 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 27, 2004, at 9:30 am**, before the Honorable Dennis D. O'Brien, United States Bankruptcy Judge, in Courtroom No. 228a 200 Federal Building, 316 North Robert Street, St. Paul, Minnesota 55101.
3. Any response to this motion must be filed and delivered not later than September 22<sup>nd</sup> 2004, which is three days before the time set for the hearing (excluding Saturdays, Sundays and holidays), or filed and served by mail no later than September 16<sup>th</sup> 2004, which is seven days before the time set for the hearing (excluding Saturdays, Sundays and holidays).

UNLESS A RESPONSE OPPOSING THIS 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, Bankruptcy Rule 5005, and Local Rule 1070-1. This is a core proceeding. The petition commencing this Chapter 7 case was filed on August 3, 2004. The case is now pending in this Court.

5. This motion arises under 11 U.S.C. § 362 and Bankruptcy Rule 4001. This motion is filed under Fed. R. Bankr. P. 9014 and Local Rules 5005-4, 9006-1, 9013-1 and 9017-1. AmeriCredit requests relief from the automatic stay under § 362 of the Bankruptcy Code to foreclose its security interest in certain personal property of the debtor as defined below.

6. On January 31, 2003, the debtor, Andrew Dinkins, executed a promissory note and security agreement in favor of AmeriCredit, in the original principal amount of \$28,894.17, plus interest thereon at the stated rate, payable according to the terms and conditions therein, a copy of which is attached hereto as **Exhibit "A"**. Security for the promissory note consists of a security interest in a motor vehicle, a 2003 Dodge Durango, VIN # 1D4HS48N53F512278. Proof of perfection of the security interest of AmeriCredit is attached hereto as **Exhibit "B"**.

7. The promissory note is in default for failure to make payments when due since May 1, 2004, a delinquency in the approximate amount of \$2,584.80. As of August 3, 2004, the amount due was a payoff balance of \$28,941.62. On information and belief, the value of the vehicle is \$21,062.50 and the debtor has no equity in the vehicle.

8. The loan is in default for failure to make payments when due. AmeriCredit seeks relief from the automatic stay to foreclose its personal property security interest in the vehicle.

9. Pursuant to 11 U.S.C. § 362(d)(1), a creditor may be granted relief from the automatic stay for cause, including lack of adequate protection. AmeriCredit believes that cause exists to grant it relief from the automatic stay to foreclose its personal property security interest, for the following reasons:

a. AmeriCredit has not been offered and is not being provided with adequate protection for its interest in the vehicle;

b. The vehicle subject to the security interest of AmeriCredit continues to depreciate and decline in value; and

c. AmeriCredit has been unable to verify current proof of insurance on the vehicle; and

d. The debtor has stopped making payments to AmeriCredit.

10. Pursuant to 11 U.S.C. § 362(d)(2), a creditor may be granted relief from the automatic stay, if there is no equity in the property which is the subject of the motion, and property is not necessary for an effective reorganization. Here, the debtor has no equity in the vehicle that is the subject of this motion, and the vehicle is not necessary for an effective reorganization in this Chapter 7 proceeding.

11. If any testimony is necessary on any of the facts relative to this motion, testimony will be given by DeMarlon Reed, or some other representative of the Movant, AmeriCredit Financial Services, Inc..

WHEREFORE, AmeriCredit requests entry of an Order granting the relief from the automatic stay of 11 U.S.C. § 362, to allow it to foreclose its personal property security interest

described above, and for such other and further relief as the court deems just and equitable under the circumstances.

Dated: September 1, 2004

RIEZMAN BERGER, P.C.

/e/ Marilyn J. Washburn  
Marilyn J. Washburn, #0324140  
7700 Bonhomme Ave., 7th Floor  
St. Louis, MO 63105  
(314) 727-0101  
FAX (314) 727-1086  
Attorneys for AmeriCredit

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA**

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In Re

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**MEMORANDUM OF LAW**

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**INTRODUCTION**

AmeriCredit Financial Services, Inc., (“AmeriCredit”) has made a motion for relief from the automatic stay. AmeriCredit incorporates herein the facts set forth in the notice of hearing and motion for relief from stay.

There is one loan that is the subject of this motion secured by a security interest in a motor vehicle. The loan is in default for failure to make payments when due and AmeriCredit has been unable to verify current proof of insurance. AmeriCredit seeks relief from the automatic stay to foreclose its personal property security interest. There is no equity in the vehicle.

**ARGUMENT**

Pursuant to 11 U.S.C. § 362(d)(1), a secured creditor may be granted relief from the automatic stay, including lack of adequate protection. The motion, filed by AmeriCredit, for relief from the automatic stay demonstrates cause for relief from the stay for all reasons set forth in the motion. In the aggregate, these circumstances demonstrate cause for relief from the

automatic stay. **United Savings Assn. of Texas v. Timbers of Innwood Forest Assoc. Ltd. (In re Timbers of Innwood Assoc. Ltd.)**, 484 U.S. 365 (1988).

Also, there is little or no equity in the vehicle that is the subject of this motion and the vehicle is not necessary for an effective reorganization, which allows the stay to be lifted pursuant to 11 U.S.C. § 362(d)(2). **In re Anderson**, 913 F.2d 530, 532 (8th Cir. 1990).

### **CONCLUSION**

Based on the foregoing, AmeriCredit requests that the Court issue an Order lifting and terminating the automatic stay provided by 11 U.S.C. § 362(a) to permit AmeriCredit to enforce and foreclose its personal property security interest.

DATED: September 1, 2004

RIEZMAN BERGER, P.C.

**/e/ Marilyn J. Washburn**  
Marilyn J. Washburn, #0324140  
7700 Bonhomme Ave., 7th Floor  
St. Louis, MO 63105  
(314) 727-0101  
FAX (314) 727-1086  
Attorneys for AmeriCredit

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA**

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Case No. 04-34502 DDO

In Re:

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**UNSWORN DECLARATION FOR PROOF OF SERVICE**

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Marilyn J. Washburn, an attorney licensed to practice law in this court, and employed by Riezman Berger, P.C., with an office address of 7700 Bonhomme Avenue, 7<sup>th</sup> Floor, St. Louis, Missouri 63105, declares that, on the date listed below, I served a **Notice of Hearing for Relief from Stay, Memorandum of Law and Proposed Order** upon each of the entities named below by mailing to each of them a copy thereof by enclosing same in an envelope with first class postage prepaid and depositing same in the post office at St. Louis, Missouri, addressed to each of them as follows:

(Debtor's Attorney)  
Curtis K. Walker  
4356 Nicollet Avenue South  
Minneapolis, MN 55409

(Chapter 7 Trustee)  
Mary Jo A. Jensen-Carter  
1339 E. County Rd. D  
Vadnais Heights, MN 55109

(Debtor)  
Andrew Dinkins  
P.O. Box 65431  
St. Paul, MN 55165

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

And I declare, under penalty of perjury, that the foregoing is true and correct.

Executed: September 1, 2004.

Signed: /e/ Marilyn J. Washburn

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA**

In Re:

Case No. 04-34502 DDO  
Chapter 7

Andrew Dinkins,  
Debtor.

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**ORDER**

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The above entitled matter before the Court for hearing on \_\_\_\_\_, 2004, on the motion of AmeriCredit Financial Services, Inc., (“AmeriCredit”), seeking relief from the automatic stay of 11 U.S.C. § 362(a). Appearances are as noted in the Court’s record.

Based on the proceedings had on said date, the statement of counsel and all the files and records herein, the Court now find that cause exists entitling AmeriCredit to relief from the automatic stay.

NOW, THEREFORE, **IT IS HEREBY ORDERED** that:

1. The automatic stay is immediately terminated as to AmeriCredit and AmeriCredit is authorized to proceed with its legal remedies according to state law as to the subject motor vehicle,

a 2003 Dodge Durango, VIN # 1D4HS48N53F512278.

2. Notwithstanding Fed. R. Bankr. P. 4001(a)(3), this Order is effective immediately.

DATED at St. Paul, Minnesota, this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

BY THE COURT:

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Dennis D. O'Brien  
United States Bankruptcy Judge

THIS IS A CONSUMER CREDIT SALE DOCUMENT

**SIMPLE INTEREST MOTOR VEHICLE CONTRACT AND SECURITY AGREEMENT**

BUYER'S NAME <b>ANDREW DINKINS</b>	DATE OF CONTRACT <b>01/31/2003</b>	Stock No. <b>326966</b>
BUYER'S RESIDENCE OR PLACE OF BUSINESS <b>41 ARLINGTON AVENUE ST PAUL MN 55117</b>	ZIP CODE	Source
CO-BUYER'S NAME AND ADDRESS	AGREEMENT No.	Salesperson <b>BERNARD J STEDAM</b>
		Date <b>01/31/2003</b>
		Bus. Phone <b>(652) 857-1508</b>
		Res. Phone <b>(651) 487-5641</b>

In this contract the words "we," "us" and "our" refer to the creditor (seller) named below or, upon any assignment, its assignee. The words "you" and "your" refer to the buyer and co-buyer if any named herein and to the heirs, executors, administrators and assigns of such buyer and co-buyer. We sell you the motor vehicle described below (the "vehicle") on credit. The credit price is shown below as the "Total Sale Price." The "Cash Price" is also shown below. By signing this contract you choose to buy the vehicle on credit and agree to pay the Amount Financed, along with a Finance Charge at the Annual Percentage Rate shown below on the unpaid principal balance of the Amount Financed, according to the schedules, terms and agreements shown on the front and back of this contract. If this contract is signed by a buyer and co-buyer, each is individually and together responsible for all agreements in the contract.

SEE OTHER SIDE FOR ADDITIONAL TERMS AND AGREEMENTS:

RENEWED	YEAR	MAKE	CYL	DIESEL	GAS	OTHER	BODY STYLE	MODEL	ODOMETER READING	VEHICLE IDENTIFICATION NUMBER
NEW	2003	DODGE TRUCK	8		XX		DURANGO	DURANGO	57	1D4HS48NS3F512278
COLOR	TRIM	TIRES	TRANS	KEY NO.	CR. NO.	R.O.S. NO.				
BLACK CC	DK SLATE			N1196						

**DISCLOSURES PURSUANT TO THE TRUTH-IN-LENDING ACT**

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of \$ <u>0.00</u> (a)
16.95 %	\$ 17632.23	(e) \$ 28894.17	\$ 45326.40	(e) \$ 54526.40

**YOUR PAYMENT SCHEDULE WILL BE:**

Number of Payments:	Amount of Payments:	When Payments Are Due:
One Payment of	N/A	
One Payment of	N/A	
71 Payments of	646.20	Monthly, beginning 03/17/2003
One Final Payment of	646.20	02/17/2004

**SECURITY:** You are giving a security interest in the goods or property being purchased. (e) means an estimate.  
**PREPAYMENT:** You may pay your contract in full at any time without penalty.  
**LATE CHARGE:** If the preceding box is checked and payment is not received in full within 10 days after it is due, you will pay a late charge of \$5.72 or 5% of the full payment amount, whichever is greater.  
 See the remainder of this document for any additional information about nonpayment, default and any required repayment in full before the scheduled date.

If you are buying a used vehicle with this contract, as indicated in the description of the vehicle above, federal regulations may require a special buyers guide to be displayed on the window.

**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.**

**STATEMENT OF INSURANCE**

**NOTICE:** No person is required as a condition of financing the purchase of a motor vehicle to purchase, or negotiate, any insurance through a particular insurance company, agent or broker. You have requested Seller to include in the balance due under this contract the following insurance. Insurance is to expire WITH  BEFORE  AFTER  the due date of the final installment. Buyer requests Seller to procure insurance on the vehicle against fire, theft, and collision for the terms of this contract. Any insurance will not be in force until accepted by the insurance carrier.

DEDUCTIBLE, COMP., FIRE & THEFT	Mos. \$	N/A
DEDUCTIBLE COLLISION	Mos. \$	N/A
BODILY INJURY	LIMITS	Mos. \$ N/A
PROPERTY DAMAGE	LIMITS	Mos. \$ N/A
MEDICAL	Mos. \$	N/A
<b>TOTAL VEHICLE INSURANCE PREMIUMS</b>		<b>N/A (a)</b>

Name of Insurer: N/A  
 The foregoing declarations are hereby acknowledged.

DATE: 01/31/2003  
 SELLER: X BUYER: X

**CREDIT INSURANCE AUTHORIZATION AND APPLICATION**  
 You voluntarily request the credit insurance checked below. If any, and understand that such insurance is not required. You acknowledge disclosure of the cost of such insurance and authorize it to be included in the balance payable under this contract. Any returned or refunded credit insurance premiums shall be applied to sums due under this contract. Only the persons whose names are signed below are insured.

CREDIT LIFE	Mos. Premium \$	N/A
JOINT LIFE	Mos. Premium \$	N/A
CREDIT DISABILITY	Mos. Premium \$	N/A
JOINT CREDIT DISABILITY	Mos. Premium \$	N/A
<b>TOTAL CREDIT INSURANCE PREMIUMS</b>		<b>N/A (b)</b>

Name of Insurer: N/A  
 You want Credit Life Insurance  You do not want Credit Life Insurance  
 You want Credit Disability Insurance  You do not want Credit Disability Insurance  
 You want Joint Credit Life Insurance  You do not want Joint Credit Life Insurance  
 You want Joint Credit Disability Insurance  You do not want Joint Credit Disability Insurance

If the boxes above are checked to indicate that you desire Credit Life or Credit Disability Insurance, or both, your signature below means that you agree that you elect the insurance shown above subject to the eligibility requirements, conditions and exclusions set forth in your insurance policy(ies) or certificate(s). If the boxes above are checked to indicate that you do not want Credit Life or Credit Disability Insurance, or both, your signature below acknowledges that fact.

DATE: 01/31/2003  
 PRIMARY BUYER: X AGE: \_\_\_\_\_  
 CO-BUYER: X AGE: \_\_\_\_\_

OPTION:  You pay no Finance Charge if the Amount Financed, item 6, is paid in full or before \_\_\_\_\_ YR. SELLER'S INITIALS: \_\_\_\_\_

**ITEMIZATION OF AMOUNT FINANCED**

- A. Cash Price Motor Vehicle and Accessories: \$ 33894.00 (A)  
 1. Cash Price Vehicle: \$ 33894.00  
 2. Cash Price Accessories: \$ N/A  
 B. Sales Tax: \$ 1376.70 (B)  
 C. Luxury Tax: \$ N/A (C)  
 D. Service Contract (optional): \$ N/A (D)  
 \*See Service Contract Box below  
 E. Other DOC FEE: \$ 25.70 (E)  
 To whom paid: SHAWNEE EDGE  
 F. Other: \$ N/A (F)  
 To whom paid: \_\_\_\_\_  
 G. Other: \$ N/A (G)  
 To whom paid: \_\_\_\_\_  
**TOTAL CASH PRICE (1A to G):** \$ 35270.70 (1)

- A. Trade-In (Description)  
 Yr: 1999 Make: JEEP  
 Model: WRANGLER \$ 6400.00 (A)  
 V.I.N.: 1J4FV23P3HF42961  
 Odometer: 97871  
 B. Less Pay Off: \$ 8067.97 (B)  
 C. NET TRADE-IN (A minus B): \$ 6400.00 (C) (If negative, enter "0" and see D. Cash Downpayment.)  
 D. Cash Downpayment: \$ 2000.00 (D)  
 E. Manufacturer's Rebate: \$ 5000.00 (E) Section 5 below  
**TOTAL DOWNPAYMENT (2C + D + E):** \$ 8200.00 (2)  
**NET CASH PRICE (1 minus 2):** \$ 25070.70 (3)

- AMOUNTS PAID TO PUBLIC OFFICIALS  
 A. License: \$ 3.00 (A)  
 B. Registration: \$ 421.00 (B)  
 C. Title: \$ 4.00 (C)  
 D. Transfer: \$ 4.00 (D)  
 E. Temporary Tag: \$ N/A (E)  
 F. Lien: \$ 7.00 (F)  
 G. Other: SP. FEE/ LIEN FEE \$ 5.00 (G)  
 H. Other: \$ N/A (H)  
**TOTAL OFFICIAL FEES (4A to H):** \$ 447.00 (4)

- OTHER AMOUNTS FINANCED \*\*  
 A. Total premiums paid to insurance companies per Statement of Insurance (a + b): \$ N/A (A)  
 B. Other: \$ N/A (B)  
 To whom paid: \_\_\_\_\_  
 C. Other: NEGATIVE TRADE \$ 2067.97 (C)  
 To whom paid: HOUSEHOLD ALTERNATIVE FIN CORP.  
**TOTAL OTHER AMOUNTS FINANCED (5A to C):** \$ 2067.97 (5)  
**AMOUNT FINANCED (3 + 4 + 5):** \$ 28894.17 (6)  
**FEES NOT FINANCED:** \$ N/A (7)  
 To whom paid: \_\_\_\_\_  
 \*\* We may retain, or receive as a rebate, a portion of these amounts.

VEHICLE USE: The primary use of the vehicle will be  Personal, Family or Household  Commercial  Agricultural

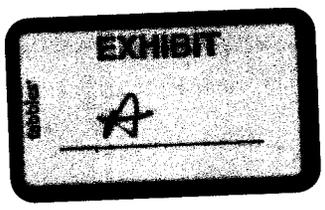
\*SERVICE CONTRACT (Optional) You request a service contract written with the following company for the term below. The cost is shown in item (1D) above.  
 Company: N/A Term: N/A Months  
 Buyer: X Co-Buyer: X

**THERE IS NO COOLING OFF PERIOD**  
 State law does not provide for a "cooling off" or other cancellation period for this sale. Therefore, you cannot later cancel this contract simply because you change your mind, decide the vehicle costs too much, or wish you had acquired a different vehicle. After you sign below, you may only cancel this contract with the agreement of the seller or for legal cause, such as fraud.

**IMPORTANT: THIS MAY BE A BINDING CONTRACT AND YOU MAY LOSE ANY DEPOSITS IF YOU DO NOT PERFORM ACCORDING TO ITS TERMS.**  
 Buyer's Signature: \_\_\_\_\_  
 Buyer and Co-Buyer acknowledge that (1) before signing this contract Buyer and Co-Buyer have read both sides of this contract and received a legible, completely filled-in copy of this contract signed by Buyer and Co-Buyer (a copy signed by the seller will be provided within seven days after delivery of the vehicle); and (2) Buyer and Co-Buyer have received a copy of every other document that Buyer and Co-Buyer signed during the contract negotiation.  
 Buyer's Signature: X \_\_\_\_\_  
 Co-Buyer's Signature: X \_\_\_\_\_  
 Seller: SHAWNEE EDGE, INC.  
 Seller's Address: 1400 WESTON COURT SHAWNEE MN 55379  
 By: X \_\_\_\_\_ Title: SALES

**LAW** FORM NO. 553-MN (REV. 4/01)  
 CREDIT FINANCING AND RECEIPTS - OTHER TOLL FREE INFORMATION  
 WE PRINTED THESE FORMS IN COMPLIANCE WITH THE FEDERAL TRADE COMMISSION'S  
 REGULATION OF CREDIT PRACTICES (16 CFR 1601.10)

ORIGINAL LIENHOLDER





ASSIGNMENT

This ASSIGNMENT is attached to and expressly made a part of that certain Retail Installment Contract pertaining to the sale and financing of a motor vehicle (the "Contract") more particularly described as follows:

Date of Contract

1-31-03

Seller

Shakopee Dodge

Buyer(s)

Andrew Dinkins

FOR VALUE RECEIVED, the Seller identified above ("Seller") hereby sells, assigns and transfers to AmeriCredit Financial Services, Inc., its successors and assigns ("AmeriCredit"), Seller's entire right, title and interest in and to the Contract and authorizes AmeriCredit to do every act and thing necessary to collect and discharge obligations arising out of or incident to the Contract. The Assignment of the Contract shall be WITHOUT RECOURSE to the Seller unless noted below or except in the circumstances set forth herein. Seller acknowledges that, notwithstanding anything to the contrary contained in said Contract, including references in the Contract to assignees other than AmeriCredit, if any, this Assignment shall be effective to transfer Seller's rights in the Contract to AmeriCredit.

Warranties: In order to induce AmeriCredit to accept assignment of the Contract, Seller warrants to AmeriCredit that (1) the Contract is genuine, legally valid and enforceable and arose from the sale of the motor vehicle and other property and services described therein (the "Property"); (2) the Property is as represented to the Buyer(s) described above ("Buyer"); (3) the Buyer has paid the downpayment exactly as stated in the Contract and the downpayment, if paid by check, has cleared a financial institution at time of initial presentment; (4) there is no inaccuracy or misrepresentation in any statements made by or on behalf of Buyer and furnished to AmeriCredit, including those contained in the credit application; (5) all disclosures required by law were properly made to Buyer prior to Buyer signing the Contract; (6) it will file the appropriate title documents within twenty (20) days from the date the Buyer takes possession of the vehicle with the appropriate state/county departments or agencies reflecting AmeriCredit as the first lienholder; (7) no material fact relating to the Property or the Contract was misrepresented to Buyer or omitted from disclosure to Buyer; (8) Seller has the right to assign the Contract to AmeriCredit and a certificate of title to the Property, showing a first lien for the benefit of AmeriCredit, has been or will be applied forthwith if permitted by law; and (9) the acquisition fee or discount, if any, charged by AmeriCredit to Seller in connection with the purchase of the Contract was not separately imposed on the Buyer by the Seller. If there is, as determined solely by AmeriCredit, any breach of any warranty of Seller, without regard to Seller's knowledge or lack of knowledge with respect thereto or AmeriCredit's reliance thereon, Seller hereby agrees unconditionally to repurchase the Contract and/or the Property from AmeriCredit, upon demand, for the full amount then unpaid whether the Contract shall then be, or not be, in default. Seller agrees to indemnify AmeriCredit for any setoff or loss, including attorney's fees and costs, suffered as a result of a claim or defense of Buyer against Seller. Liability of Seller arising out of or incident to this Assignment shall not be affected by waiver, indulgence, compromise, settlement, extension or variation of the terms of the Contract and Seller waives notice of acceptance of this Assignment and notices of non-payment and non-performance of the Contract.

Shakopee Dodge

Dealer-Seller

CM

By

1-31-03

Date

Assignment of the Contract shall be WITHOUT RECOURSE unless noted below. (Dealer-Seller and AmeriCredit must initial.)

MINNESOTA DEPARTMENT OF PUBLIC SAFETY  
DRIVER & VEHICLE SERVICES DIVISION  
445 MINNESOTA ST., ST. PAUL, MN 55101  
CONFIRMATION OF LIEN PERFECTION - DEBTOR NAME AND ADDRESS

**DINKINS ANDREW**  
**41 ARLINGTON AVE**  
**ST PAUL MN 55117**

First Class  
U.S. Postage  
**PAID**  
Permit No. 171  
St. Paul, MN

\*

**VV7328**

**1ST SECURED PARTY**

**LIEN HOLDER**

03 Year	DODG Make	4WDUR Model	G0490R406 Title NR.
1D4HS48N53F512278 VIN		01/31/03 Security Date	NO Rebuilt

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

**AMERICREDIT FINANCIAL SERV**  
**PO BOX 182673**  
**ARLINGTON TX 76096-2673**



UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA

In Re

Case No. 04-34268-DDO  
Chapter 7

Antwan Donimican Hollins,

Debtor.

VERIFICATION

I, ROSETTA COOKS, an employee of AmeriCredit Financial Services, Inc. named in the foregoing Notice of Hearing and Motion for Relief from Stay, declare under penalty of perjury that the foregoing is true and correct according to the best of my knowledge, information and belief.

DATED: 9/01, 2004

SIGNED:

