
In Re:

Case No. 04-34611

Ronald Edwin Lark and Janean Ilene Lark
Debtor(s)

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 22, 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 September 17, 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 13, 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 August 6, 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 1999 FORD TAURUS 4D SE (the collateral), and requests the court permit Movant to immediately enforce the order requested, lifting the 10 day stay imposed by Rule 4001(a)(3).

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

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

Dated: August 23, 2004

STEWART, ZLIMEN & JUNGERS, LTD.

/e/ Linda Jeanne Jungers

Linda Jeanne Jungers, Atty ID #5303X

Attorneys for Movant

430 Oak Grove Street #200

Minneapolis, MN 55403

612-870-4100

This is a communication from a debt collector attempting to collect a debt. Any information obtained will be used for that purpose.

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

0057703016

EA A140 EY85 ✓

Permit No. 171
St. Paul, MN

LARK RONALD EDWIN OR
LARK JANEAN ILENE
1052 JEFFERSON ST S
SHAKOPEE MN 55379

EVC262

99 Year	FORD Make	4DTSE Model	D1640N274 Title NR.
1FAFP53UXXA201206 VIN		05/23/01 Security Date	NO Rebuilt

1ST SECURED PARTY

LIEN HOLDER

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

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

EXHIBIT A

MINNESOTA SIMPLE INTEREST VEHICLE RETAIL INSTALLMENT CONTRACT

DATE 05/23/2001

Buyer (and Co-Buyer) Name and Address (Including County and Zip Code) RONALD EDWIN LARK JANEAN ILENE LARK 1052 JEFFERSON ST SHAKOPEE SCOTT MN 55379	CREDITOR (Seller Name and Address) WOLF MOTOR COMPANY INC. E485 P.O. BOX 128 JORDAN MN 55352
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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 USED	Year and Make 1999 FORD	Model TALUS	GVW if Truck (lbs.)	Vehicle Identification Number 1FAFP53UGA201206	Use For Which Purchased <input type="checkbox"/> Personal <input type="checkbox"/> Agricultural <input checked="" type="checkbox"/> Commercial
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Trade-in **2000 FORD** Year and Make \$ **12995.00** Gross Allowance \$ **12850.58** Amount Owning

ITEMIZATION OF AMOUNT FINANCED

- Cash Price \$ **12995.00** (1)
- Down Payment
 - Manufacturer's Rebate Assigned to Creditor \$ **N/A**
 - Cash Down Payment \$ **N/A**
 - Trade-in (description above) \$ **144.42**
 - Total Down Payment \$ **144.42** (2)
- Unpaid Balance of Cash Price (1 minus 2) \$ **12850.58** (3)
- Amounts Paid On Your Behalf (Seller may be retaining a portion of these amounts)
 - To Public Officials
 - (i) for license, title & registration fees \$ **114.00** ;
 - (ii) for filing fees \$ **N/A** ;
 - (iii) for taxes (not in Cash Price) \$ **N/A** ;
 - To Insurance Companies for:
 - Credit Life Insurance \$ **N/A**
 - Credit Disability Insurance \$ **N/A**
 - To **WOLF MOTOR COMPANY** for **DOC FEE** \$ **24.25**
 - To **UNIVERSAL UNDER** for **SERVICE CONTRACT** \$ **1804.00**
 - To _____ for _____ \$ **N/A**
 - To _____ for _____ \$ **N/A**
 - Total \$ **1942.25** (4)
- Amount Financed (3 plus 4) \$ **14792.83** (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 _____ Insurer
 \$ _____ Premium Insured(s)
 _____ Signature(s)

Disability _____ Insurer
 \$ _____ Premium Insured
 _____ Signature

_____ Type of Insurance _____ Insurer \$ _____ Premium
 _____ Signature

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

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

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

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 10.20 %	The dollar amount the credit will cost you \$ 4233.17	The amount of credit provided to you or on your behalf \$ 14792.83	The amount you will have paid when you have made all scheduled payments \$ 19026.00	The total cost of your purchase on credit, including your down payment of \$ 144.42 \$ 19170.42

Payment Schedule	Number of payments	Amount of Each payment	When Payments are due
Your payment schedule will be:	59	\$ 317.10	monthly starting
	<input type="checkbox"/> 1 final	\$ 317.10	JUL 7TH 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: *Ronald E. Lark* CO-BUYER: *Janean I. Lark*

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.

Ronald E. Lark Buyer Signs *Janean I. Lark* (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: *Wolf Motors* By: *Christina Belar* *ET*

QUESTIONS?



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

ORIGINAL

EXHIBIT B

ADDITIONAL AGREEMENTS

A. Payments: You must make all payments when they are due. You may prepay your debt at any time without penalty. This is a simple interest contract. The actual finance charge you agree to pay will depend on your payment patterns. The actual finance charge may exceed the disclosed Finance Charge if you make your payments later than the scheduled dates or in less than the scheduled amount. Your payment will be applied first to the earned and unpaid part of the Finance Charge and then to the unpaid Amount Financed. The Finance Charge is earned by applying the Annual Percentage Rate to the unpaid Amount Financed for the actual time that the unpaid Amount Financed is outstanding.

B. Security Interest: You give the Creditor a security interest in:

1. The vehicle and all parts or other goods put on the vehicle;
2. All money or goods received for the vehicle; and
3. All insurance premiums and service contracts financed for you.

This secures payment of all amounts you owe under this contract. It also secures your other agreements in this contract.

C. Use of Vehicle — Warranties: You must take care of the vehicle and obey all laws in using it. You may not sell or part 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 vehicle 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 of the contract, the Creditor will try to buy the coverages checked for the term shown. The Creditor is not liable, though, if he cannot buy them. 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 make a payment when it is due on this contract;
2. You give false or misleading information on your 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 _____



30 FORD

PASSENGER CARS

Trade-In	BODY TYPE	Model No.	Loan	Retail	Trade-In	BODY TYPE	Model No.	Loan	Retail
	425 Deduct W/out AT (Ex.SVT)		425	425		100 Add A/A Wheels (Std. SVT)		100	125
	2000 MUSTANG-V8		MC: II		250 Add Leather (Std. SVT)		250	300	
6400	Coupe 2D (V6)	40	5775	8125	400 Add Power Sunroof		400	450	
8500	Convertible 2D (V6)	44	7650	10400	100 Add Pwr Seat (Std. SVT)		100	125	
9775	Coupe 2D GT	42	8800	11825	375 Deduct W/out AT (Ex.SVT)		375	375	
11875	Convertible 2D GT	45	10700	14125	100 Deduct W/out Cruise		100	100	
	300 Add Leather Seats		300	350	1999 MUSTANG-V8		MC: II		
	125 Add MACH Stereo		125	150	5400	Coupe 2D (V6)	40	4875	7025
	125 Add Power Seat		125	150	7250	Convertible 2D (V6)	44	6525	9050
	425 Deduct W/out AT (V6)		425	425	8225	Coupe 2D GT	42	7425	10100
	125 Deduct W/out Cruise		125	125	12225	Coupe 2D Cobra	47	11025	14625
	2000 TAURUS-V6		MC: II		10075	Convertible 2D GT	45	9075	12200
4125	Sedan 4D LX	52	3725	5600	14075	Convertible 2D Cobra	46	12675	16575
4550	Sedan 4D SE	53	4100	6050	250 Add Leather (Std. Cobra)		250	300	
4975	Sedan 4D SES	55	4500	6525	75 Add MACH (Std. Cobra)		75	100	
5825	Sedan 4D SEL	56	5250	7500	100 Add Pwr Seat (Std. Cobra)		100	125	
5425	Wagon 4D SE	58	4900	7075	375 Deduct W/out AT (V6)		375	375	
5850	Wagon 4D SES	58	5275	7525	100 Deduct W/out Cruise		100	100	
	300 Add 3.0L 24V (Std. SEL)		300	350	1999 TAURUS-V6		MC: II		
	150 Add A/A Wheels (LX)		150	175	3100	Sedan 4D LX	52	2800	4450
	50 Add CD Player		50	75	3350	Sedan 4D SE	53	3025	4725
	300 Add Leather Seats		300	350	3925	Wagon 4D SE	58	3550	5375
	125 Add MACH Stereo		125	150	6250	Sedan 4D SHO (V8)	54	5625	8125
	450 Add Power Sunroof		450	500	100 Add A/A Wheels (Std. SHO)		100	125	
	125 Add Pwr Seat (LX, SE)		125	150	250 Add Leather (Std. SHO)		250	300	
	175 Ded W/o Third Seat (Wagon)		175	175	75 Add MACH (Std. SHO)		75	100	
	125 Deduct W/out Cruise		125	125	100 Add Pwr Seat (Std. SHO)		100	125	
	75 Deduct W/out Pwr Locks		75	75	400 Add Pwr Snrf (Std. SHO)		400	450	
	2000 CROWN VICTORIA-V8		MC: III		125 Ded W/o Third Seat (Wagon)		125	125	
7200	Sedan 4D S	72	6500	9150	100 Deduct W/out Cruise		100	100	
7450	Sedan 4D	73	6725	9425	50 Deduct W/out Pwr Locks		50	50	
8425	Sedan 4D LX	74	7600	10500	1999 CROWN VICTORIA-V8		MC: III		
	200 Add Alum/Alloy Wheels		200	225	5700	Sedan 4D S	72	5150	7500
	75 Add CD Player		75	100	5950	Sedan 4D	73	5375	7775
	350 Add Leather Seats		350	400	6750	Sedan 4D LX	74	6075	8675
	150 Deduct W/out Cruise		150	150	150 Add Alum/Alloy Wheels		150	175	
	150 Deduct W/out Pwr Seat		150	150	300 Add Leather Seats		300	350	
	FORD				125 Deduct W/out Cruise		125	125	
	1999 ESCORT-4 Cyl.		MC: I		125 Deduct W/out Pwr Seat		125	125	
2750	Coupe 2D ZX2	11	2475	3950	FORD				
2375	Sedan 4D LX	10	2150	3525	1998 ESCORT-4 Cyl.		MC: I		
2500	Sedan 4D SE	13	2250	3675	2325	Coupe 2D ZX2	11	2100	3475
2825	Wagon 4D SE	15	2550	4025	1975	Sedan 4D LX	10	1800	3075
	50 Add A/A Wheels (Std. 15)		50	75	2100	Sedan 4D SE	13	1900	3225
	75 Add Cruise Control		75	100	2275	Wagon 4D SE	15	2050	3425
	300 Add Power Sunroof		300	350	50 Add Cruise Control		50	75	
	75 Add Pwr Wind (Std. 15)		75	100	250 Add Power Sunroof		250	300	
	350 Deduct W/out Air Cond		350	350	50 Add Power Windows		50	75	
	275 Deduct W/out AT		275	275	300 Deduct W/out Air Cond		300	300	
	1999 CONTOUR-V6		MC: II		225 Deduct W/out AT		225	225	
2625	Sedan 4D LX (4 Cyl.)	65	2375	3800	1998 CONTOUR-V6		MC: II		
2875	Sedan 4D SE (4 Cyl.)	66	2600	4075	2125	Sedan 4D (4 Cyl.)	65	1925	3250
3175	Sedan 4D SE	66	2875	4425	2175	Sedan 4D GL (4 Cyl.)	65	1975	3300
5800	Sedan SVT (5 Spd)	68	5225	7625	2250	Sedan 4D LX (4 Cyl.)	65	2025	3400

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

D

FORD

Trade-In	BODY TYPE	Model No.	Loan	Retail	Trade-In	BODY TYPE	Model No.	Loan	Retail
2475	Sedan 4D SE (4 Cyl.)	66	2250	3650	1997 CONTOUR-V6		MC: I		
2425	Sedan 4D GL	65	2200	3600	1825	Sedan 4D (4 Cyl.)	65	1650	29
2500	Sedan 4D LX	65	2250	3675	1900	Sedan 4D GL (4 Cyl.)	65	1725	30
2725	Sedan 4D SE	66	2475	3925	2025	Sedan 4D LX (4 Cyl.)	66	1825	31
4625	Sedan SVT (5 Spd)	68	4175	6300	2125	Sedan 4D GL	65	1925	32
	50 Add A/A Wheels (Std. SVT)		50	75	2250	Sedan 4D LX	66	2025	34
	200 Add Leather (Std. SVT)		200	225	2350	Sedan 4D SE	67	2125	35
	350 Add Power Sunroof		350	400	150 Add Leather Seats		150	150	
	75 Add Pwr Seat (Std. SVT)		75	100	50 Add Power Seat		50	50	
	325 Deduct W/out AT (Ex.SVT)		325	325	300 Add Power Sunroof		300	300	
	1998 MUSTANG-V8		MC: II		300 Deduct W/out Air Cond		300	300	
4200	Coupe 2D (V8)	40	3800	5675	200 Deduct W/out AT		200	200	
5850	Convertible 2D (V6)	44	5275	7525	25 Deduct W/out Cruise		25	25	
6650	Coupe 2D GT	42	6000	8400	25 Deduct W/out Pwr Wind		25	25	
10175	Coupe 2D Cobra	47	9175	12375	1997 MUSTANG-V8		MC: II		
8300	Convertible 2D GT	45	7475	10200	3725	Coupe 2D (V6)	40	3375	515
11825	Convertible 2D Cobra	46	10650	14150	5225	Convertible 2D (V6)	44	4725	685
	200 Add Leather Seats		200	225	5800	Coupe 2D GT	42	5225	747
	50 Add MACH Stereo		50	75	9200	Coupe 2D Cobra	47	8300	1132
	75 Add Power Seat (V6)		75	100	7300	Convertible 2D GT	45	6575	910
	325 Deduct W/out AT (V6)		325	325	10700	Convertible 2D Cobra	46	9650	1295
	75 Deduct W/out Cruise		75	75	150 Add Leather Seats		150	175	
	1998 TAURUS-V6		MC: II		50 Add Pwr Seat (Std. Cobra)		50	75	
2700	Sedan 4D LX	52	2450	4000	300 Deduct W/out Air Cond		300	300	
2900	Sedan 4D SE	52/53	2625	4200	200 Deduct W/out AT (V6)		200	200	
3350	Wagon 4D SE	57/58	3025	4725	25 Deduct W/out Cruise		25	25	
5450	Sedan 4D SHO (V8)	54	4925	7250	25 Deduct W/out Pwr Wind		25	25	
	50 Add A/A Wheels (Std. SHO)		50	75	1997 PROBE-4 Cyl.		MC: II		
	200 Add Leather (Std. SHO)		200	225	2250	Hatchback 2D	20	2025	3475
	50 Add MACH (Std. SHO)		50	75	2950	Hatchback 2D GT (V6)	22	2675	4275
	75 Add Pwr Seat (Std. SHO)		75	100	150 Add GTS Sport Pkg.		150	175	
	350 Add Pwr Snrf (Std. SHO)		350	400	150 Add Leather Seats		150	175	
	75 Ded W/o Third Seat (Wagon)		75	75	50 Add Power Seat		50	75	
	1998 CROWN VICTORIA-V8		MC: III		300 Add Power Sunroof		300	350	
5075	Sedan 4D S	72	4575	6825	300 Deduct W/out Air Cond		300	300	
5325	Sedan 4D	73	4800	7100	200 Deduct W/out AT		200	200	
6000	Sedan 4D LX	74	5400	7850	25 Deduct W/out Cruise		25	25	
	100 Add Alum/Alloy Wheels		100	125	25 Deduct W/out Pwr Wind		25	25	
	250 Add Leather Seats		250	300	1997 TAURUS-V6		MC: II		
	100 Deduct W/out Cruise		100	100	1975	Sedan 4D G	51	1800	3175
	100 Deduct W/out Pwr Seat		100	100	2125	Sedan 4D GL	52	1925	3350
	FORD				2475	Sedan 4D LX	53	2250	3725
	1997 ASPIRE-4 Cyl.-5 Spd.		MC: I		2825	Wagon 4D LX	57	2250	3725
1225	Hatchback 2D	05	1125	2225	3975	Sedan 4D SHO (V8)	54	3600	5550
1300	Hatchback 4D	06	1175	2325	150 Add Leather Seats		150	175	
	150 Add Auto Trans.		150	175	300 Add Power Sunroof		300	350	
	200 Deduct W/out Air Cond		200	200	50 Add Pwr Seat (G, GL)		50	75	
	1997 ESCORT-4 Cyl.		MC: I		25 Deduct W/out Cruise		25	25	
1600	Sedan 4D	10	1450	2650	1997 CROWN VICTORIA-V8		MC: III		
1700	Sedan 4D LX	13	1550	2775	3600	Sedan 4D S	72	3250	5125
1850	Wagon 4D LX	15	1675	2925	3850	Sedan 4D	73	3475	5425
	200 Deduct W/out Air Cond		200	200	4375	Sedan 4D LX	74	3950	6025
	150 Deduct W/out AT		150	150	50 Add Alum/Alloy Wheels		50	75	

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

D

EXHIBIT C

In Re:
Ronald Edwin Lark and Janean Ilene Lark
Debtor(s)

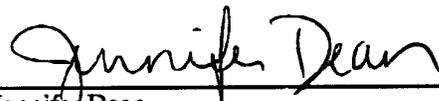
Case No. 04-34611
Chapter 7 Case

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) 27460193.
2. The Debtor owes the Creditor \$8,407.63, payoff amount as of August 17, 2004, plus accrued unpaid interest thereon since that date. The monthly loan payment is \$317.10. As of August 17, 2004, the loan payments are in arrears \$951.30 for payments owing since June 7, 2004.
3. The debt owed to the Creditor is secured by a perfected lien on a 1999 FORD TAURUS 4D SE. The current value of the collateral is believed to be \$6,000.00.
4. True and correct copies of the title documents are attached to the Motion as Exhibit "A". True and correct copies of the loan documents are attached as Exhibit "B".

Dated: 8-19-04



Jennifer Dean

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

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:

Case No. 04-34611

Ronald Edwin Lark and Janean Ilene Lark
Debtor(s)

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 the possession of the Debtor.

The total net balance due on the Contract is \$8,407.63 as of August 17, 2004. On information and belief, the collateral has a current NADA retail value of \$6,000.00. A copy of the NADA page(s) showing the value of the collateral is attached as Exhibit "C".

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

ARGUMENT

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

- Failure to make the payments required by the Contract since June 7, 2004.
- Failure to make payments due post petition under the Contract.
- Failure to reaffirm, redeem or surrender the collateral.

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

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

Pursuant to 11 U.S.C. §362(d)(2), relief from the automatic stay is also appropriate if the Debtor has no equity in the property and the property is not necessary to an effective reorganization. See, In re Gellert, 55 B.R. 970 (Bkrtcy. D.N.H. 1983). In the present case, the balance due Movant on the Contract is \$8,407.63. 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 23, 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:

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UNSWORN CERTIFICATE OF SERVICE

I, Linda Jeanne Jungers, declare under penalty of perjury that on August 23, 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.

Ronald Edwin Lark
8485 Grove Circle
Shakopee, MN 55379

Janean Ilene Lark
8485 Grove Circle
Shakopee, MN 55379

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

Patti J. Sullivan
Trustee in Bankruptcy
PO Box 16406
St. Paul, MN 55116

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

Executed on: August 23, 2004

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

04-03411-0

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:

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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 22, 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 repossess and sell the 1999 FORD TAURUS 4D SE, VIN 1FAFP53UXXA201206, 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