

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

IN RE: BKY 04-34833 GFK
Chapter 7

Russell Neil Ginger and Jessica Ann Ginger,

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

Debtor.

TO: *All Parties in Interest as Set Forth in the Attached Service List.*

NOTICE OF HEARING

1. Bank of America, a party in interest, by and through its undersigned attorney, moves the Court for the relief requested below and gives notice of hearing herewith.

2. The Court will hold a hearing on this Motion at 10:30 a.m., on Monday October 25, 2004, before the Honorable Gregory F. Kishel in Courtroom No. 228B, at the United States Courthouse, at 316 North Robert Street, St. Paul, Minnesota.

3. Any response to this Motion must be filed and delivered not later than Wednesday October 20, 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 Thursday October 14, 2004 which is seven days before the time set for the hearing (excluding Saturdays, Sundays and holiday). **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 Chapter 7 case was filed on August 18, 2004. The case is now pending in this Court.

5. This Motion arises under 11 U.S.C. § 362(d)(2) and Fed. R. Bankr. P. 4001. This Motion is filed under Fed. R. Bankr. 9014 and Local Rules 9006-1, 9013-1, et sec. Bank of America hereby requests relief from the automatic stay imposed by 11 U.S.C § 362.

FACTS

6. That on or about January 24, 2002, Debtors entered into a Retail Installment Contract and Security Agreement (the "Contract") with US RV, for the purchase of a 2000 Acrbos RV, VIN No. 3FCNF53S3YJA01278 (the "Vehicle"). A copy of said Agreement is attached as Exhibit "A" and incorporated by reference.

7. That thereafter, the Agreement was assigned to Bank of America, with Bank of America receiving a first priority security interest in the Vehicle in accordance with the terms of the Agreement. The Confirmation of Lien Perfection of Title issued by the State of Minnesota in connection with the Vehicle lists Bank of America as the first lienholder. However, Bank of America been lost or misplaced. A Declaration of Lost Certificate of Title is attached as Exhibit "B" and incorporated by reference. As holder of the Agreement, Bank of America is entitled to enforce the terms thereof.

8. That as of the date hereof, Debtors are indebted to Bank of America, pursuant to the Agreement, in the approximate principal amount of Seventy-Seven Thousand One Hundred Seventy-One and 86/100 (\$77,171.86) Dollars.

9. That as of the date hereof, the Debtors are in default in both the payment and performance of their obligations to Bank of America under the Agreement, in that Debtors have failed to make the monthly payments called for thereunder for the months of July, August, September 2004, and have additionally failed, upon information and belief, to maintain insurance on the Vehicle, as required under the Agreement.

10. That due to the Debtors' failure to maintain insurance on the Vehicle, Bank of America may in fact be forced to obtain insurance thereon at its own cost. If Bank of America is in fact required to do so, the cost of said insurance will be added to the amount of the default.

11. The Debtors wish to voluntarily surrender the collateral to Bank of America and this motion is brought so that Bank of America may liquidate its collateral.

12. It is believed that the value of the RV is less than \$70,000 and since the outstanding balance is more than the retail value of the Vehicle, the Debtors have no equity in the Vehicle.

13. That Movant's interest is depreciating, while Debtor is failing to make payments. Movant does not have, and has not been offered adequate protection of its interest in the Vehicle. There is no appreciable equity in the Vehicle and in view that this is a Chapter 7 liquidation proceeding, it is not necessary for an effective reorganization.

14. That cause exists within the meaning of 11 U.S.C. § 362(d)(1) and § 362(d)(2), including lack of adequate protection of the interest of Bank of America in the Vehicle, entitling Bank of America to relief from the automatic stay.

15. That Bank of America desires to protect its interest in the Vehicle, and therefore, requests this Court to vacate the stay of actions under 11 U.S.C. § 362, and allow enforcement of Bank of America's security interest in and repossession of the Vehicle pursuant to the Contract and Minnesota law.

16. That Bank of America has incurred and will incur legal fees and costs to protect and enforce its rights in the Vehicle, which fees and costs Debtors are liable to Bank of America for under the terms of the Agreement.

17. That Bank of America requests that any order modifying the automatic stay be effective immediately as allowed under Federal Bankruptcy Rule 4001(a)(3).

18. This notice of motion and motion also serves as notice of default as may be required by Cobb v. Midwest Recovery Bureau Co., 295 N.W.2d (Minn. 1980). If the default is not cured before the hearing, Bank of America will repossess the Vehicle promptly upon the Court signing the Order.

19. THIS IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

WHEREFORE, Bank of America, by and through its undersigned attorney, respectfully moves the Court for an Order modifying the automatic stay of 11 U.S.C. § 362 so as to allow Bank of America to take such steps as may be necessary to obtain possession of the Vehicle, pursuant to the terms of the Contract and Minnesota law, and for such other and further relief as the Court deems just and equitable in the premises.

Dated this 5th day of October, 2004.

THE GURSTEL LAW FIRM, P.A.

BY /e/ Jennifer Berquist
Jennifer M. Berquist (#266681)
Attorneys for Movant
401 North Third Street Suite 590
Minneapolis, Minnesota 55401
Telephone: (612) 843 1080

RETAIL INSTALLMENT CONTRACT

Motor Vehicle/Recreational Vehicle -
Simple Interest - Wisconsin

Account Number
791128000180061
Date
01/24/02

Purchaser's Birth Date

06 15 68

Purchaser (Print Full Name) Russell N. Girger Address 15732 Clarence Path, Roseville, MN 55068 City Roseville State Minnesota Zip Code 55068
 Joint Purchaser (Print Full Name) _____ Address _____ City _____ State _____ Zip Code _____
 Seller (Dealer's Name) US RV, Division of SEL, Inc., 8800 Chaire Drive, Eau Claire, WI 54603 City Eau Claire State Wisconsin Zip Code _____

Seller agrees to sell and you, the Purchaser(s), agree to buy the motor vehicle and/or recreational vehicle described below plus equipment and accessories (the "Vehicle"). As used in this Agreement the words "we," "us" and "our" refer to the Seller/Creditor and its successors and assigns (collectively called the "Secured Party"); the words "you" and "your" refer to the Purchaser(s). You may buy the Vehicle for cash, in the amount shown below as the "Cash Sale Price," or on credit for the amount shown below as the "Total Sale Price" (True Sale Price). By signing this Agreement, you decide to buy the Vehicle on credit and agree to all the terms of this Agreement (including the reverse side) ("Agreement"). This sale is not contingent on further financing. You grant the Secured Party a purchase money security interest in the Vehicle, which you have examined and accepted in its present condition. The amounts shown below as "Total Sale Price," "Total of Payments" and "Finance Charge" have been computed on the assumption that all payments will be received on the scheduled due dates. Early payments will decrease these amounts, but late payments will increase them. The amount of any decrease or increase will be reflected in the amount of the final payment. The Vehicle is described as follows.

YEAR	NEW	USED	MAKE	TRADE NAME	CYL	BODY STYLE	MODEL	ODOMETER READING	ID NUMBER
2000	X		Achilles		10	Motorhome	XL350	2,159 miles	3FN153000AD1278
KEY CODE _____ PRIMARY USE FOR WHICH PURCHASED: _____									
N/A <input checked="" type="checkbox"/> PERSONAL <input type="checkbox"/> BUSINESS <input type="checkbox"/> AGRICULTURAL									

DISCLOSURES PURSUANT TO TRUTH-IN-LENDING ACT				
ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate. 7.25 %	FINANCE CHARGE The dollar amount the credit will cost you. \$ 53,167.10	Amount Financed The amount of credit provided to you or on your behalf. \$ 82,034.00	Total of Payments The amount you will have paid after you have made all payments as scheduled. \$ 135,201.60	Total Sale Price The total cost of your purchase on credit, including your down payment of \$ 8,700.00. \$ 143,901.60
Payment Schedule. Your Payment Schedule Will Be:				
NUMBER OF PAYMENTS 180	AMOUNT OF EACH PAYMENT \$ 751.12	PAYMENTS ARE DUE Monthly, Beginning March 10, 2002		
One Final Payment of N/A	Amount of \$ N/A	Monthly, Beginning N/A On N/A		
Security: You are giving a security interest in the Vehicle being purchased.				
Filing Fee: \$ N/A				
Late Charges: If a scheduled payment is more than 10 days late, you may be charged 5% of the unpaid amount of the delinquent installment or \$10, whichever is less.				
Prepayment: If you pay off early, you will not have to pay a penalty.				
See your contract documents for any additional information about nonpayments. In default, any required repayment in full before the scheduled term, and for further information about our security interest.				

Itemization of Amount Financed

1. Cash Sale Price (including any accessories, extras, services, and taxes)	\$ 60,575.00	(1)
2. Total Loan Payment - Net Trade-in \$ N/A plus Cash Down Payment \$ 8,700.00		
Your Trade-in is at Year N/A Make N/A Model N/A	\$ 8,700.00	(2)
3. Unpaid Balance of Cash Price (Amount paid on your Account (1) minus 2)	\$ 69,275.00	(3)
4. Amounts Paid to Others on Your Behalf:		
Insurance Premiums Paid to Others on Your Behalf* (Check Insurance Coverage section)		
A. To: Credit Insurance Company (single fee)	\$ N/A	(A)
B. To: Credit Insurance Company (joint fee)	\$ N/A	(B)
C. To: Accident and Health Insurance Company	\$ N/A	(C)
Paid to Public Officials For Title, License, Lien Fee & Registration Fees (itemize)		
D. Minnesota Dept. of Public Safety	\$ 209.50	(D)
Other Charges (Identify Who Must Receive Payment and Describe Purpose)*		
E. To: N/A For: Service Contract	\$ N/A	(E)
F. To: N/A For: Debt Cancellation Coverage	\$ N/A	(F)
G. To: N/A For: N/A	\$ N/A	(G)
Total Amounts Paid to Others on Your Behalf (A + B + C + D + E + F + G)	\$ 209.50	(4)
5. Amount Financed - Unpaid Balance (Amount of Credit you will get (3 + 4))	\$ 82,034.50	(5)

*We may retain or receive a portion of these charges.

BALLOON PAYMENT OPTION
 IF THIS BOX IS CHECKED, THIS AGREEMENT IS NOT PAYABLE IN INSTALLMENTS OF EQUAL AMOUNTS. PLEASE SEE THE PAYMENT SCHEDULED ABOVE FOR THE AMOUNT AND DUE DATE OF YOUR LAST PAYMENT.
 The last payment may be less than what we estimate your Vehicle will be worth at the time the last payment is due. The last payment may be more or less than the amount shown above depending upon your payment habits. Instead of making your last payment, if you are not in default on the Agreement, you may either:
 (A) "Refinance" your last payment by executing a Modification and Extension Agreement. You may refinance your last scheduled payment at terms no less favorable than those offered to the general public at the time of such refinancing for the same type of credit. To the extent permitted by applicable law, other terms of the Agreement may change under the Modification and Extension Agreement. You must advise us of your intention to effect this option and execute a Modification and Extension Agreement 30 days prior to your final payment due date.
 (B) Return and transfer the vehicle to us if you satisfy each of the following conditions by the date the last scheduled payment is due: (1) You give us at least 30 days' advance written notice of your intention to deliver the vehicle to us instead of making the last scheduled payment;
 (2) You pay us a disposition fee of \$ N/A and all amounts owing under the Agreement as of the due date of the last scheduled payment, except for the last scheduled payment; (3) You deliver the vehicle to us, within five days before the last scheduled payment is due, at a place we designate, together with the vehicle title, showing no liens other than ours, and all other papers we need in order to transfer ownership of the vehicle, properly signed by you; (4) If the vehicle's odometer mark greater than N/A miles, when you deliver it to us, you will pay us 15 cents per mile for each mile in excess of the amount stated above; and (5) if the vehicle is not in "good running order and condition" when you deliver it to us, you must pay us the amount it costs us or would cost us in fix the vehicle back in good running order and condition. To be in good running order and condition, the vehicle must have, among other things, no scratches, chips, cracks, or other damage



... of a place we designate, together with the vehicle title, showing no liens other than ours, and all other papers we need in order to transfer

ownership of the vehicle, properly signed by you; (4) If this vehicle's odometer reads greater than N/A miles, when you deliver it to us, you will pay us 15 cents per mile for each mile in excess of the amount stated above; and (5) If the vehicle is not in "good running order and condition" when you deliver it to us, you must pay us the amount it costs us or would cost us to put the vehicle back in "good running order and condition". To be in good running order and condition, the vehicle must have, among other things, no scratches, chips, cracks, or other damage or defects to the glass, body, or interior, beyond normal wear and tear, and all electrical and mechanical components must be in good working order. If you deliver the vehicle to us in satisfaction of the last scheduled payment and meet all the conditions stated above, we will have the entire risk of loss or benefit of gain if and when we dispose of the vehicle.

Insurance Disclosures
Liability Insurance for Bodily Injury and Property Damage Caused to Others is Not Included.
Public Liability Insurance for Damages Resulting from the Negligent Use of the Vehicle is Not Included.
Physical Damage insurance is required but may be obtained through any person you choose. You have the option of furnishing the required amount of insurance through your existing insurance policy(ies) or from any insurer authorized to transact the insurance business in Wisconsin.
Insurance Company N/A Term N/A Months.
THE SECURED PARTY MAY FOR REASONABLE CAUSE DECLINE THE INSURANCE YOU PROVIDE.

Optional Credit Insurance. Credit life and accident and health insurance are not required in connection with this sale and will not be provided unless you sign below and agree to pay the additional cost. If two Purchaser(s) sign this Agreement, both are entitled to obtain credit life insurance, but only the Purchaser (and not the Joint Purchaser) may obtain accident and health insurance. No charge is made for credit life and accident and health insurance and no such insurance is provided unless you show what coverage you want by checking the proper box(es) (Items 4A through 4C of the "Itemization of Amount Financed" shown) and signing below. The premium for this insurance is the amount shown in Item 4A through 4C as applicable and is for the original term of this Agreement unless otherwise indicated below.

Insurance Company N/A Term: N/A Months.
PURCHASER(S) DESIRES THAT SELLER OBTAIN THE INSURANCE CHECKED ABOVE. PURCHASER(S) AGREES TO PAY THE PREMIUMS SHOWN IN THE ITEMIZATION OF AMOUNT FINANCED ABOVE.
Purchaser N/A Date Joint Purchaser N/A Date

A Service Contract is not required. This is an option which costs the amount indicated below. The Service Contract is more fully described in the contract or certificate describing it. Please read these documents before signing this contract. If you elect this option by signing below, its cost is included in the Amount Financed under this Agreement.

Service Contract: \$ N/A Deductible Term: N/A mos. Cost: \$ N/A
Purchaser(s) want a Service Contract.
Purchaser N/A Date Joint Purchaser N/A Date

Debt Cancellation (GAP) Coverage is not required. This is an option which costs the amount indicated below. The Debt Cancellation Coverage is more fully described in the contract or certificate describing it. If you elect this option by signing below, its cost is included in the Amount Financed under this Agreement.

Debt Cancellation Coverage: Term: N/A mos. Cost: \$ N/A
Purchaser(s) want Debt Cancellation Coverage.
Purchaser N/A Date Joint Purchaser N/A Date

Each Purchaser, Joint Purchaser and Co-signer upon signing, promises to pay to Secured Party or its Assignee the Amount Financed together with a Finance Charge on the unpaid Amount Financed in installments as shown in the payment schedule above. The Finance Charge will be figured daily on a simple interest basis at the Annual Percentage Rate stated above beginning on the date of this Agreement and continuing until paid in full. Each Purchaser and Joint Purchaser and Co-signer upon signing also acknowledge that each has read this entire Agreement (including the reverse side) and agrees that this Agreement may be assigned to N/A. Each Co-signer acknowledges receipt of a completed "Notice to Co-signer" form prior to signing below.

NOTICE TO PURCHASER(S): SEE "NO WARRANTIES" PARAGRAPH ON THE REVERSE SIDE.
PURCHASER ACKNOWLEDGES RECEIPT OF A FULLY COMPLETED COPY OF THIS AGREEMENT WITH NO BLANK SPACES.
NOTICE TO CUSTOMER: (a) DO NOT SIGN THIS BEFORE YOU READ THE WRITING ON THE REVERSE SIDE, EVEN IF OTHERWISE ADVISED. (b) DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES. (c) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN. (d) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF THE FINANCE CHARGE.

Purchaser N/A (SEAL) Joint Purchaser N/A (SEAL) Co-signer N/A (SEAL)
Name of Corporate or Partnership Purchaser: N/A (SEAL) By N/A (SEAL) Title N/A (SEAL)

Non-Purchaser Owner(s) of Vehicle (to be completed only when non-purchaser own an interest in the Vehicle)
Each of the undersigned (undersigned that herein is not responsible for paying the entire debt of the Purchaser(s), but agrees that the Secured Party has, and hereby grants to the Secured Party, a security interest in the Vehicle described above and that each of the undersigned is bound by all the terms of the Agreement which relate to the security interest until the Purchaser(s) has performed all obligations of this Agreement.
N/A N/A
Non-Purchaser Owner(s) of Vehicle

Assignment: This Agreement with Purchaser(s) is hereby assigned into by Seller and Seller hereby ASSIGNS this Agreement to Bank of America, National Association, the date of this Agreement, in accordance with the terms stated above and on the reverse side.
US FWH DIV. OF SEC. OF N/A (SEAL) by N/A (SEAL) Title N/A
Selling Dealer A copy of this agreement must be given to Purchaser(s) at time of signing. Notice See other side for important information.
CONSUMER PAPER ORIGINAL

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

IN RE: BKY 04-34833 GFK
Chapter 7

Russell Neil Ginger and Jessica Ann Ginger,

**MEMORANDUM OF LAW IN SUPPORT OF
MOTION FOR RELIEF FROM AUTOMATIC STAY**

Debtor.

Bank of America submits this Memorandum of Law in Support of its Motion for Relief from Automatic Stay in the above-entitled matter.

FACTS

The facts are as outlined in Bank of America's Notice of Hearing and Motion for Relief from the Automatic Stay, and all the capitalized terms contained herein have the same meanings as in the Motion.

ARGUMENT

The automatic stay is one of the fundamental rights afforded the debtor in bankruptcy. The automatic stay provides a bankruptcy debtor with ““a breathing spell from his creditors’ in which he may attempt ‘a repayment or reorganization plan.’” Farley v. Hanson, 2F.3d 273, 274 (8th Cir. 1993). Application of the automatic stay to secured creditors presents significant issues involving a balance between protecting secured creditors and allowing debtors a reprieve from collection activities.

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).

Adequate protection is not defined in the Bankruptcy Code. “While the concept of adequate protection is complex, its application is intended to be flexible and molded to the needs of an individual case so that the purposes of bankruptcy will be accomplished.” In Re All-Way Services, Inc., 73 Bankr. 556, 565 (Bankr. E.D. Wisc. 1987). Each case must be decided on a case by case basis with attention given to the particular facts of the case. H.R.Rep. No. 95-595, 95th Cong., 2d Sess. 339; In Re Johnson, 90 Bankr. 973, 978 (Bankr. D. Minn. 1988). Adequate protection is derived from the fifth amendment protection of property interests of both the debtor and creditor and is meant to reconcile the competing interests of the debtor and the creditor. Federal Land Bank v. Carson (In Re Carson), 34 Bankr. 502, 505 (D. Kan. 1983).

There are a number of factors to be considered in determining whether a secured creditor’s interest is adequately protected, such as equity; necessity of property to an effective reorganization; ability to pay interest or give replacement liens or indubitable equivalents; and the debtor’s care in keeping property insured and repaired. In Re Johnson, 90 Bankr. At 979.

In this case, the Debtors have failed to provide adequate protection to Bank of America in connection with its interest in the Vehicle. The Debtors have failed to make the payments required by the terms of the Agreement. The Debtors do not have any equity in the Vehicle. Further they have failed to provide proof of insurance for the Vehicle. Finally, Bank of America has incurred and will incur legal fees and costs in connection with the protection and enforcement of its rights in the Vehicle pursuant to the Agreement. Such circumstances constitute cause, within the meaning of §362(d)(1) of the Bankruptcy Code, justifying relief from the automatic stay. See In Re Brown, 70 B.R. 10, 12 (Bky.S.D.Ohio 1986); In Re Chapman, 23 B.R. 176, 178 (Bky. N.D.Ill 1982).

Furthermore, no payments have been made as required by the contract between the Debtor and the Movant and the Movant has otherwise not been provided with adequate protection of its interest in the collateral or adequate assurance of future performance under the terms of the contract. Such failure constitutes cause within the meaning of §362(d)(1) of the Bankruptcy Code thereby provide a basis for relief from the automatic stay. United Savings Assn. of Texas v. Timbers of Inwood Forest Assoc., Ltd., 484 U.S. 365, 108 U.S. 365, 98 L.Ed.2d 740 (1988); In re Reinbold v. Dewey County Bank, 942 F.2d 1304, 1306 (8th Circuit 1991).

The court opined in *In re Albany Partners, Ltd.*, relief from stay is appropriate under § 362(d)(2) where no equity exists and the property is not necessary to an effective reorganization. In re Albany Partners, Ltd., 749 F.2d 670 (11th Circuit 1984). In this case, the balance owed to the Movant exceeds the value of the Vehicle, resulting in no equity for the Debtor. Since the Debtor sought bankruptcy protection under Chapter 7, it is clear that the Vehicle is not necessary for an effective reorganization.

CONCLUSION

Accordingly, Bank of America is entitled to an Order terminating the automatic stay and authorizing it to proceed with repossession and/or liquidation of the Vehicle pursuant to the Agreement and Minnesota law.

Respectfully submitted,

THE GURSTEL LAW FIRM, P.A.

BY /e/ Jennifer Berquist _____

Jennifer M. Berquist (#266681)

Attorneys for Movant

401 North Third Street, Suite 590

Minneapolis, Minnesota 55401

Telephone: (612) 843 1080

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

BKY 04-34833 GFK
Chapter 7

IN RE:

Russell Neil Ginger and Jessica Ann Ginger,

Debtors

**UNSWORN CERTIFICATE
OF SERVICE**

I, Jennifer Berquist, declare under penalty of perjury, that I am an employee of The Gurstel Law Firm, P.A. and on the 5th day of October, 2004, I served copies of the attached Notice of Hearing and Motion for Relief from Automatic Stay, Memorandum of Law and proposed Order, on all persons listed below, at the addresses shown, by mailing to each of them a copy thereof, enclosed in an envelope, postage prepaid, and by depositing same in the post office at Minneapolis, Minnesota, to-wit:

RUSSELL NEIL GINGER AND JESSICA ANN GINGER
15732 CICERONE PATH
ROSEMOUNT, MINNESOTA 55068

JOSEPH L. KELLY, ESQ.
12400 PORTLAND AVENUE SOUTH SUITE 120
BURNSVILLE, MINNESOTA 55337

U S TRUSTEE'S OFFICE
1015 U S COURTHOUSE
300 SOUTH FOURTH STREET
MINNEAPOLIS MN 55415

MICHAEL IANNACONE, TRUSTEE
8687 EAGLE POINT BLVD
LAKE ELMO, MINNESOTA 55042

Executed on: October 5, 2004

*/e/ Jennifer Berquist*_____
Jennifer Berquist
401 North Third Street, Suite 590
Minneapolis, Minnesota 55401

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

IN RE:

BKY 04-34833 GFK
Chapter 7

Russell Neil Ginger and Jessica Ann Ginger,

ORDER

Debtors.

The above-entitled matter came before the Court on the 25th day of October, 2004, on the Motion of Bank of America ("Bank of America") seeking relief from the automatic stay imposed by 11 U.S.C. § 362 of the Bankruptcy Code. Appearances, if any, were as noted on the record.

Based upon the proceedings had on said date, and statements of counsel, and all files and records herein, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED that Bank of America its assigns, assignees and/or successors in interest, is granted relief from the automatic stay imposed by 11 U.S.C. § 362. Notwithstanding Fed. R. Bankr. P. 4001 (a)(3), this order is effective immediately, and Bank of America is authorized to immediately commence repossession of the Vehicle, or otherwise satisfy its interests in the Vehicle more specifically described below, in accordance with the Agreement and Minnesota law:

2000 Acrbos RV
VIN No. 3FCNF53S3YJA01278

BY THE COURT:

DATED:

The Honorable Gregory F. Kishel
Chief Judge of Bankruptcy Court