
In Re:

Case No. 04-34845

Violet Smith AKA Violet Wilt
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 20, 2004 at 10:30 AM o'clock, in Courtroom No. 228B, at the United States Courthouse, 316 North Robert Street, St. Paul, MN.
3. Any response to this motion must be filed and delivered not later than September 15, 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 9, 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 18, 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 2001 MERCURY COUGAR V6 COUPE (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 Chester Marzec, 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: September 3, 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 PUBL
DRIVER & VEHICLE SERVICES DIVIS
445 MINNESOTA ST., ST. PAUL, MN 5.
CONFIRMATION OF LIEN PERFECTION - DEBTOR NAME

Permit No. 171
St. Paul, MN

WILT BRENDA FAITH
WILT VIOLET ANN
13737 THUNDERBIRD CR
SHAKOPEE MN 55379

*

GUB777

1ST SECURED PARTY

LIEN HOLDER

01 Year	MERC Make	2HCU6 Model	K2540N377 Title NR.
1ZWFT61L415614799 VIN	07/28/01 Security Date		NO Rebuilt

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 INSTALMENT CONTRACT DATE 07/28/2001

Buyer (and Co-Buyer) Name and Address (Including County and Zip Code) **BRENDA FAITH WILT
VIOLET ANN WILT
13737 THUNDERBIRD CR
SHAROPEE SCOTT MN 55379**

CREDITOR (Seller Name and Address) **AIRLAKE FORD-MERCURY
21100 GATEWAY DR.
LAREVILLE MN 55044** *6463*

You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. The cash price is shown below as "Cash Price." The credit price is shown below as "Total Sale Price." By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract.

New/Used	Year and Make	Model	GVW if Truck (lbs.)	Vehicle Identification Number	Use For Which Purchased
NEW	2001 MERCURY	COUGAR		17NE761L415614709	<input type="checkbox"/> Personal <input type="checkbox"/> Agricultural <input type="checkbox"/> Commercial

Trade-in 1999 MERCURY \$ 17000.00 Gross Allowance \$ 15930.58 Amount Owning

ITEMIZATION OF AMOUNT FINANCED

- Cash Price \$ 32700.00 (1)
- Down Payment
 Manufacturer's Rebate Assigned to Creditor \$ N/A
 Cash Down Payment \$ N/A
 Trade-in (description above) \$ 1069.42
 Total Down Payment \$ 1069.42 (2)
- Unpaid Balance of Cash Price (1 minus 2) \$ 31630.58 (3)
- Amounts Paid On Your Behalf (Seller may be retaining a portion of these amounts)
 To Public Officials
 (i) for license, title & registration fees \$ 245.50 ;
 (ii) for filing fees \$ 3.50 ;
 (iii) for taxes (not in Cash Price) \$ 1020.50 \$ 1269.50
 To Insurance Companies for:
 Credit Life Insurance \$ N/A
 Credit Disability Insurance \$ N/A
 To AIRLAKE FORD-MERCURY for DOC FEE \$ 25.00
 To FORD EXTENDED SV for SERVICE CONTRACT \$ 1375.00
 To _____ for _____ \$ N/A
 To _____ for _____ \$ N/A
 Total \$ 2669.50 (4)
- Amount Financed (3 plus 4) \$ 34300.08 (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 _____ Term _____
 \$ _____ Premium _____
 Insurer _____
 Signature _____

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

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

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

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate <u>12.75 %</u>	The dollar amount the credit will cost you \$ <u>12408.72</u>	The amount of credit provided to you or on your behalf \$ <u>34300.08</u>	The amount you will have paid when you have made all scheduled payments \$ <u>46708.80</u>	The total cost of your purchase on credit, including your down payment of \$ <u>1069.42</u> \$ <u>47778.22</u>

Payment Schedule	Number of payments	Amount of Each payment	When Payments are due
Your payment schedule will be:	<u>59</u>	\$ <u>778.48</u>	monthly starting
	<input type="checkbox"/> 1 final	\$ <u>778.48</u>	<u>SEP 5TH 2001</u>

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: Brenda Wilt CO-BUYER: Violet Wilt

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

Brenda Wilt Buyer Signs Violet Wilt (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.

AIRLAKE FORD-MERCURY By [Signature] Title Owner

QUESTIONS?

 PLEASE CALL US AT 1-800-727-7000
 06-001

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 rent the vehicle, and you must keep it free from the claims of others. You will not use or permit the use of the vehicle outside of the United States, except for up to 30 days in Canada or Mexico, without the prior written consent of the Creditor. If the vehicle is of a type normally used for personal use and the Creditor, or the vehicle's manufacturer, extends a written warranty or service contract covering the vehicle within 90 days from the date of this contract, you get implied warranties of merchantability and fitness for a particular purpose covering the vehicle. Otherwise, you understand and agree that there are no such implied warranties.

D. Insurance: You must insure yourself and the Creditor against loss or damage to the vehicle. The type and amount of insurance must be approved by the Creditor. If the Creditor obtains a refund on insurance or service contracts, the Creditor will subtract the refund from what you owe. Whether or not the vehicle is insured, you must pay for it if it is lost, damaged, or destroyed.

If a charge for vehicle insurance is shown on the front, the Creditor will try to buy the coverages checked for the term shown. The Creditor is not liable, though, if he cannot do so. If these coverages cost more than the amount shown for insurance, the Creditor may buy them for a shorter term or he may give you credit for the amount shown. If he cannot buy any insurance, he will give you credit for the amount shown. The credit will be made to the last payments due.

E. Late Payments: You must pay any cost paid by the Creditor to collect any late payment, as allowed by law. Acceptance of a late payment does not excuse your default or mean that you can keep making payments after they are due. The Creditor may take the steps set forth below if there is any default.

F. Default: You will be in default if:

1. You do not make a payment when it is due; or
2. You gave false or misleading information on your credit application relating to this contract; or
3. Your vehicle is seized by any local, state, or federal authority and is not promptly and unconditionally returned to you; or
4. You file a bankruptcy petition or one if filed against you; or
5. You do not to keep any other promise in this contract.

If you default, the Creditor may require you to pay at once the unpaid Amount Financed, the earned and unpaid part of the Finance Charge, and all other amounts due under this contract. He may repossess (take back) the vehicle, too. He may also take goods found in the vehicle when repossessed and hold them for you.

If the vehicle is taken back, he will send you a notice. The notice will say that you may redeem (buy back) the vehicle. It will also show the amount needed to redeem. You may redeem the vehicle up to the time the Creditor sells it or agrees to sell it. If you do not redeem the vehicle, it will be sold.

The money from the sale, less allowed expenses, will be used to pay the amount still owed on this contract. Allowed expenses include those paid as a direct result of having to retake the vehicle, hold it, prepare it for sale, and sell it. You must also pay attorney fees not to exceed 15% of the amount due and payable under the contract, and court costs payable by Ford Credit to obtain, hold, and sell the vehicle, collect amounts due and enforce Holder's rights under the contract. If there is any money left (a surplus), it will be paid to you. If the money from the sale is not enough to pay off this contract and costs, you will pay what is still owed to the Creditor, if allowed by law. If you do not pay this amount when the Creditor asks, the Creditor may charge you interest at the highest lawful rate until you pay.

G. General: To contact Ford Motor Credit Company about this account, call 1-(800) 727-7000. Any change in this contract must be in writing and signed by you and the Creditor. The law of Minnesota applies to this contract, if that law does not allow all the agreements in this contract, the ones that are not allowed will be void. The rest of this contract will still be good.

FTC NOTICES

NOTICE — ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

Used Motor Vehicle Buyers Guide. If you are buying a used vehicle with this contract, federal regulations may require a special Buyers Guide to be displayed on the window of the vehicle. **THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.**

***Does not apply if purchased for commercial or agricultural use. In that case, you (debtor) will not assert against any assignee or subsequent holder of this Contract any claims, defenses, or setoffs which you may have against the Seller or manufacturer of the vehicle.**

GUARANTY

To cause the Seller to sell the vehicle described on the front of this contract to the Buyer, on credit, each person who signs below as a "Guarantor" guarantees the payment of this contract. This means that if the Buyer fails to pay any money that is owed on this contract, each one who signs as a guarantor will pay it when asked. Each person who signs below agrees that he will be liable for the whole amount owed even if one or more other persons also signs this Guaranty. He also agrees to be liable even if the Creditor does one or more of the following: (a) gives the Buyer more time to pay one or more payments, or (b) gives a release in full or in part to any of the other Guarantors, or (c) releases any security. Each Guarantor also states that he has received a completed copy of this contract and this Guaranty at the time of signing.

Guarantor _____	Address _____
Guarantor _____	Address _____

50 MERCEDES-BENZ

Trade-in	BODY TYPE	Model No.	Loan	Retail	Trade-in	BODY TYPE	Model No.	Loan	Retail
41550	Roadster 2D SL600	FA76	37400	47000	MERCEDES-BENZ				
MERCEDES-BENZ OPTIONS									
725	Add Sport Pkg. (Ex. C Class, AMG 43/55 Cars)		725	825	1998 C CLASS MC: IV				
250	Add Bose (C230, E320)		250	300	10375	Sedan 4D C230	HA23	9350	12725
100	Add CD (Std. SL600)		100	125	11775	Sedan 4D C280	HA29	10600	14300
500	Add Navigation System (Std. S/CL Class)		500	575	19650	Sedan 4D C43	HA33	17700	22925
550	Add Power Sunroof (Std. C43, E55, S/CL Class)		550	625	1999 E CLASS MC: V				
525	Deduct W/out AT		525	525	15250	Sedan 4D E300TD	JF25	13725	18100
400	Deduct W/out Leather		400	400	18250	Sedan 4D E320	JF65	13725	18100
MERCEDES-BENZ									
1999 C CLASS MC: IV									
1999	Sed 4D C230 S/Charged	HA24	10975	14700	16750	Sedan 4D E320 (AWD)	JF82	15075	19700
13475	Sedan 4D C280	HA29	12150	16200	17250	Sedan 4D E430	JF70	15525	20075
21875	Sedan 4D C43	HA33	19700	25300	18350	Wagon 4D E320	JH66	14725	19275
1999 E CLASS MC: V									
17650	Sedan 4D E300TD	JF25	15900	20800	17850	Wagon E320 (AWD)	JH82	16075	21025
17800	Sedan 4D E320	JF65	16025	20975	1998 S CLASS MC: V				
19500	Sedan E320 (AWD)	JF82	17550	22775	18550	Sedan 4D S320W	GA32	18700	22200
20050	Sedan 4D E550	JF70	18050	23350	19250	Sedan 4D S320V	GA33	17325	22000
29950	Sedan 4D E55	JF74	26975	34575	21050	Sedan 4D S420	GA43	18950	24825
18900	Wagon 4D E320	JH65	17025	22125	24425	Sedan 4D S500	GA51	22000	28575
20600	Wagon E320 (AWD)	JH82	18550	23950	30625	Sedan 4D S600	GA57	32075	41825
1999 S CLASS MC: V									
20175	Sedan 4D S320W	GA32	18175	23975	1998 CLK CLASS MC: IV				
20975	Sedan 4D S320V	GA33	18900	24825	16875	Coupe 2D CLK320	LJ65	15200	19825
22775	Sedan 4D S420	GA43	20500	26825	1998 CL CLASS MC: V				
26200	Sedan 4D S500	GA51	23600	30475	26900	Coupe 2D CL500	GA70	24225	31225
38400	Sedan 4D S600	GA57	34575	43700	35550	Coupe 2D CL600	GA76	32900	40675
1999 CLK CLASS MC: IV									
19300	Coupe 2D CLK320	LJ65	17375	22575	1998 SLK CLASS MC: IV				
23000	Coupe 2D CLK430	LJ70	20700	25875	10775	SLK230 S/Charged	KK47	15100	19725
27650	Conv 2D CLK320	LK66	24900	31725	1998 SL CLASS MC: V				
1999 CL CLASS MC: V									
29150	Coupe 2D CL500	GA70	26250	33725	27800	Roadster 2D SL500	FA67	24850	32075
37850	Coupe 2D CL600	GA76	34075	43100	33200	Roadster 2D SL600	FA76	29900	38200
1999 SLK CLASS MC: IV									
19025	SLK230 S/Charged	KK47	17125	22275	MERCEDES-BENZ OPTIONS				
1999 SL CLASS MC: V									
29975	Roadster 2D SL500	FA68	27000	34600	525	Add Sport Pkg. (Ex. C Class)		525	600
35825	Roadster 2D SL600	FA76	32250	40975	450	Add Power Sunroof (Std. C43, S/CL Class)		450	500
MERCEDES-BENZ OPTIONS									
625	Add Sport Pkg. (Ex. C Class, AMG 43/55 Cars)		625	700	200	Add Traction Cont. (C230)		200	225
200	Add Bose (C230, E300/S320)		200	225	300	Deduct W/out Leather		300	300
500	Add Power Sunroof (Std. C43, E55, S/CL Class)		500	575	MERCEDES-BENZ				
475	Deduct W/out AT		475	475	1997 C CLASS MC: IV				
350	Deduct W/out Leather		350	350	8650	Sedan 4D C230	HA23	7975	11625
ADJUST FOR MILEAGE - ADJUST FOR CONDITION									
MIDWEST EDITION - AUGUST 2004									

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

MERCURY 51

Trade-in	BODY TYPE	Model No.	Loan	Retail	Trade-in	BODY TYPE	Model No.	Loan	Retail
MERCEDES-BENZ OPTIONS									
425	Add Sport Pkg. (Ex. C Class)		425	475	250 Deduct W/out Third Seat (Wagon)				
400	Add Power Sunroof (Std. C36, S Class)		400	450	2003 GRAND MARQUIS-V8 MC: III				
250	Deduct W/out Leather		250	250	13775	Sedan 4D GS	74	12400	16250
MERCURY									
2004 SABLE-V6 MC: II									
Sedan 4D GS			50		15250	Sedan 4D L/S	75	13725	17825
Sedan 4D LS Premium			55		15850	Sedan 4D LS Ultimate	75	14275	19400
Sedan 4D LS Platinum			55		16750	Sedan 4D LSE	75	15075	19400
Wagon 4D GS			58		400 Add Handling Pkg. (Std. LSE)				
Wagon 4D LS Premium			59		350 Add A/A Wheels (GS)				
Add A/A Wheels (GS)					500 Add Leather (Std. L/SF)				
Add CD Player					75 Add Theft Recovery System				
Add Leather (Std. Plat.)					2003 MARAUDER-V8 MC: III				
Add MACH Stereo					20625	Sedan 4D	75	18575	23675
Add Power Sunroof					75 Add Theft Recovery System				
Add Pwr Seat (Std. LS)					MERCURY				
Add Theft Recovery System					2002 COUGAR-V6 MC: II				
Ded W/o Third Seat (Wagon)					8600	Coupe 2D (4 Cyl., 5 Spd)	.60	7750	10800
2004 GRAND MARQUIS-V8 MC: III									
Sedan 4D GS			74		9900	Coupe 2D	.61	8925	11975
Sedan 4D LS			75		400 Add Leather Seats				
Sedan 4D LS Ultimate			75		175 Add Power Seat				
Sedan 4D Limited			75		550 Add Power Sunroof				
Add Handling Pkg.					75 Add Theft Recovery System				
Add A/A Wheels (GS)					525 Deduct W/out AT (61)				
Add CD Player					2002 SABLE-V6 MC: II				
Add Leather (Std. Ltd.)					7825	Sedan 4D GS	50	7050	9650
Add Power Sunroof					9650	Sedan 4D LS Premium	55	8700	11700
Add Theft Recovery System					9075	Wagon 4D GS	58	8175	11100
2004 MARAUDER-V8 MC: III									
Sedan 4D			79		10900	Wagon 4D LS Premium	59	9825	13075
Add Power Sunroof					250 Add A/A Wheels (Std. LS)				
Add Theft Recovery System					75 Add CD Player				
MERCURY									
2004 SABLE-V6 MC: II									
10100	Sedan 4D GS		50	9100	12225				
12125	Sedan 4D LS Premium		55	10925	14475				
12825	Sedan 4D LS Platinum		55	11550	15200				
11400	Wagon 4D GS		58	10275	13625				
13425	Wagon 4D LS Premium		59	12100	15625				
14125	Wagon 4D LS Platinum		59	12725	16575				
MERCURY									
2001 COUGAR-V6 MC: II									
300	Add A/A Wheels (GS)		300	350	7375	Coupe 2D (4 Cyl., 5 Spd)	.60	6650	9175
190	Add CD Player		100	125	8550	Coupe 2D	.61	7700	10480
450	Add Leather (Std. Plat.)		450	500	350 Add Leather Seats				
275	Add MACH Stereo		275	325	150 Add Power Seat				
600	Add Power Sunroof		600	675	500 Add Power Sunroof				
200	Add Pwr Seat (Std. LS)		200	225	50 Add Theft Recovery System				
75	Add Theft Recovery System		75	100	475 Deduct W/out AT (61)				

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

C. Marzec

04-03524-0

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:
Violet Smith AKA Violet Wilt
Debtor(s)

Case No. 04-34845
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) 28193254.
2. The Debtor owes the Creditor \$18,212.01, payoff amount as of August 18, 2004, plus accrued unpaid interest thereon since that date. The monthly loan payment is \$778.48. As of August 18, 2004, the loan payments are in arrears \$1,554.84 for payments owing since July 5, 2004. Brenda F Wilt is a cosigner on the loan documents and is jointly liable for the debt.
3. The debt owed to the Creditor is secured by a perfected lien on a 2001 MERCURY COUGAR V6 COUPE. The current value of the collateral is believed to be \$10,450.00.
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".
5. The Contract requires insurance be maintained by buyer to protect Creditor's interest in the collateral. No evidence of insurance has been provided since filing.

Dated: 9-1-04

Chester Marzec

Chester Marzec
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. 04-34845

Violet Smith AKA Violet Wilt
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. Brenda F Wilt is also liable on the Contract and may have possession of the collateral.

The total net balance due on the Contract is \$18,212.01 as of August 18, 2004. On information and belief, the collateral has a current NADA retail value of \$10,450.00. 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. There has been a further material default; Debtor has failed to comply with the Contract provision requiring Debtor to supply Movant with evidence of collateral insurance.

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 July 5, 2004.
- Failure to make payments due post petition under the Contract.

- Failure to reaffirm, redeem or surrender the collateral.
- Failure to maintain physical damage insurance on 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 (Bkrcty. D.N.H. 1983). In the present case, the balance due Movant on the Contract is \$18,212.01. 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: September 3, 2004

STEWART, ZLIMEN & JUNGERS, LTD.
/e/ Linda Jeanne Jungers
Linda Jeanne Jungers, Atty ID #5303X
Attorneys for Movant
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612-870-4100

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:

Case No. 04-34845

Violet Smith AKA Violet Wilt
Debtor(s)

Chapter 7 Case

UNSWORN CERTIFICATE OF SERVICE

I, Linda Jeanne Jungers, declare under penalty of perjury that on September 3, 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.

Violet Smith AKA Violet Wilt
664 McIntosh Court
Shakopee, MN 55379

Brenda F Wilt
2016 Parkway Ave
Shakopee, MN 55379

William J. Joanis, Esq.
5555-12th Ave E
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Michael J. Iannacone
Chapter 7 Trustee
8687 Eagle Point Blvd
Lake Elmo, MN 55042

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

Executed on: September 3, 2004

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

04-03524-0

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:

Case No. 04-34845

Violet Smith AKA Violet Wilt
Debtor(s)

Chapter 7 Case

ORDER FOR RELIEF FROM THE STAY

Ford Motor Credit Company's Motion for an order granting relief from the stay came before the Court on September 20, 2004 at 10:30 AM o'clock.

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

IT IS HEREBY ORDERED:

1. The automatic stay is modified to permit Ford Motor Credit Company to repossess and sell the 2001 MERCURY COUGAR V6 COUPE, VIN 1ZWFT61L415614799, 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