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In Re:  
Linda M Terwedo,  
Debtor,

Case No. 04-34931  
Chapter 7 Case

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

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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 27, 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 22, 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 16, 2004, which is seven days before the time set for the hearing (excluding Saturdays, Sundays and holidays). **UNLESS A RESPONSE OPPOSING THE MOTION IS TIMELY FILED, THE COURT MAY GRANT THE MOTION WITHOUT A HEARING.**
4. This Court has jurisdiction over this motion pursuant to 28 U.S.C. §§157 and 1334, Fed. R. Bankr. P. 5005 and Local Rule 1070-1. This proceeding is a core proceeding. The petition commencing this case was filed on August 23, 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 1998 FORD ESCORT SEDAN 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 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 property promptly upon the Court signing the Order.
9. A separate Memorandum of Fact and Law is attached hereto and made a part hereof.

**WHEREFORE**, Ford Motor Credit Company moves the Court for an order modifying the automatic stay of §362(a) and such other relief as may be just and equitable.

Dated: September 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 PUBLIC  
DRIVER & VEHICLE SERVICES DIVISION  
445 MINNESOTA ST., ST. PAUL, MN 55101  
CONFIRMATION OF LIEN PERFECTION - DE

TERWEDO LINDA MARIE  
305 4TH ST NE  
NEW PRAGUE MN 56071

ST. PAUL, MN 55101  
St. Paul, MN

\*

CGF448

1ST SECURED PARTY

**LIEN HOLDER**

|                                 |                     |                                  |                               |
|---------------------------------|---------------------|----------------------------------|-------------------------------|
| Year<br><b>98</b>               | Make<br><b>FORD</b> | Model<br><b>4DESS</b>            | Title NR.<br><b>H0380N208</b> |
| VIN<br><b>1FAFP13P7WW131362</b> |                     | Security Date<br><b>11/18/00</b> | Rebuilt<br><b>NO</b>          |

**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**

|   |  |     |
|---|--|-----|
| Buyer (and Co-Buyer) Name and Address (Including County and Zip Code)<br><b>LINDA MARIE TERWEDO</b><br><br>305 4TH ST NE<br>NEW PRAGUE, SCOTT, MN 56071 | CREDITOR (Seller Name and Address)<br><b>TOUSLEY FORD INC.</b><br>1493 COUNTY RD E EAST<br>WHITE BEAR LK, MN 55110 | 100 |
|---|--|-----|

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   |
|----------|---------------|--------|---------------------|-------------------------------|---|
| USED     | 1998 FORD     | ESCORT |                     | 1FACP13P7NN131362             | <input type="checkbox"/> Personal <input type="checkbox"/> Agricultural<br><input checked="" type="checkbox"/> Commercial |

Trade-in \_\_\_\_\_ Year and Make \_\_\_\_\_ \$ \_\_\_\_\_ N/A \$ \_\_\_\_\_ N/A  
 Gross Allowance Amount Owning

**ITEMIZATION OF AMOUNT FINANCED**

- Cash Price ..... \$ 8390.07 (1)
- Down Payment
  - Manufacturer's Rebate Assigned to Creditor ..... \$ N/A
  - Cash Down Payment ..... \$ 500.00
  - Trade-in (description above) ..... \$ N/A
  - Total Down Payment ..... \$ 500.00 (2)
- Unpaid Balance of Cash Price (1 minus 2) ..... \$ 7890.07 (3)
- Amounts Paid On Your Behalf (Seller may be retaining a portion of these amounts)
  - To Public Officials
    - (i) for license, title & registration fees \$ 15.00 ;
    - (ii) for filing fees \$ 2.00 ;
    - (iii) for taxes (not in Cash Price) \$ N/A
  - To Insurance Companies for:
    - Credit Life Insurance ..... \$ N/A
    - Credit Disability Insurance ..... \$ N/A
  - TOUSLEY FORD INC. for TOUSLEY FORD FEES ..... \$ 25.00
  - T FORD for EXTENDED WARRANTY ..... \$ 1599.00
  - T N/A for N/A ..... \$ N/A
  - T N/A for N/A ..... \$ N/A
  - Total ..... \$ 1641.00 (4)
- Amount Financed (3 plus 4) ..... \$ 9531.07 (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) \_\_\_\_\_  
 N/A Signature(s) \_\_\_\_\_

Disability \_\_\_\_\_ Insurer \_\_\_\_\_  
 \$ \_\_\_\_\_ Premium \_\_\_\_\_ Insured \_\_\_\_\_  
 N/A Signature \_\_\_\_\_

\_\_\_\_\_ Type of Insurance \_\_\_\_\_ Term \_\_\_\_\_  
 Insurer \$ \_\_\_\_\_ Premium \_\_\_\_\_  
 Signature \_\_\_\_\_ 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<br><b>19.75%</b> | The dollar amount the credit will cost you<br><b>\$ 5662.13</b> | The amount of credit provided to you or on your behalf<br><b>\$ 9531.07</b> | The amount you will have paid when you have made all scheduled payments<br><b>\$ 15193.20</b> | The total cost of your purchase on credit, including your down payment<br>of \$ 500.00<br><b>\$ 15693.20</b> |

Payment Schedule --  Number of payments Amount of Each payment When Payments are due

Your payment schedule will be: **59** \$ **253.22** monthly starting **02 JAN 2001**

1 final \$ 253.22

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.

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

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 \$90.00, whichever is less.

Any change in this contract must be in writing and signed by you and the Creditor. N/A

BUYER: *Linda Terwedo* CO-BUYER: \_\_\_\_\_

**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**

*Linda Terwedo* Buyer Signs (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 \_\_\_\_\_ By *Jamie H* Title *Agent*

FC 17622-91 Oct 00 (Previous editions may NOT be used.) SEE BACK FOR ADDITIONAL AGREEMENTS

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

**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 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 to 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 THEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

Read 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 \_\_\_\_\_



PASSENGER CARS

| Trade-In | BODY TYPE                       | Model No. | Loan  | Retail | Trade-In | BODY TYPE                       | Model No. | Loan  | Retail |
|----------|---------------------------------|-----------|-------|--------|----------|---------------------------------|-----------|-------|--------|
| 425      | Delect W/out AT (Ex.SVT)        |           | 425   | 425    | 100      | Add A/A Wheels (Std. SVT)       |           | 100   | 125    |
| 2000     | MUSTANG-V8                      | MC: H     |       |        | 250      | Add Leather (Std. SVT)          |           | 250   | 300    |
| 8400     | Coupe 2D (V8)                   | 40        | 3775  | 8125   | 400      | Add Power Sunroof               |           | 400   | 450    |
| 8500     | Convertible 2D (V8)             | 44        | 7850  | 18400  | 100      | Add Pwr Seat (Std. SVT)         |           | 100   | 125    |
| 9775     | Coupe 2D GT                     | 42        | 8800  | 11825  | 375      | Delect W/out AT (Ex.SVT)        |           | 375   | 375    |
| 11875    | Convertible 2D GT               | 45        | 10780 | 14125  | 100      | Delect W/out Cruise             |           | 100   | 100    |
| 300      | Add Leather Seats               |           | 300   | 350    | 1999     | MUSTANG-V8                      | MC: H     |       |        |
| 125      | Add MACH Stereo                 |           | 125   | 150    | 5400     | Coupe 2D (V8)                   | 40        | 4875  | 7825   |
| 125      | Add Power Seat                  |           | 125   | 150    | 7230     | Convertible 2D (V8)             | 44        | 8525  | 9050   |
| 425      | Delect W/out AT (V8)            |           | 425   | 425    | 8225     | Coupe 2D GT                     | 42        | 7425  | 10100  |
| 125      | Delect W/out Cruise             |           | 125   | 125    | 12225    | Coupe 2D Cobra                  | 47        | 11825 | 14825  |
| 2000     | TAURUS-V6                       | MC: H     |       |        | 10075    | Convertible 2D GT               | 45        | 9075  | 12200  |
| 4125     | Sedan 4D LX                     | 52        | 3725  | 5600   | 14075    | Convertible 2D Cobra            | 48        | 12875 | 16575  |
| 4550     | Sedan 4D SE                     | 53        | 4100  | 6050   | 250      | Add Leather (Std. Cobra)        |           | 250   | 300    |
| 4075     | Sedan 4D SES                    | 56        | 4500  | 6525   | 75       | Add MACH (Std. Cobra)           |           | 75    | 100    |
| 5825     | Sedan 4D SEL                    | 58        | 5250  | 7500   | 100      | Add Pwr Seat (Std. Cobra)       |           | 100   | 125    |
| 5425     | Wagon 4D SE                     | 58        | 4900  | 7075   | 375      | Delect W/out AT (V8)            |           | 375   | 375    |
| 5850     | Wagon 4D SES                    | 58        | 5275  | 7525   | 100      | Delect W/out Cruise             |           | 100   | 100    |
| 300      | Add 3.0L 24V (Std. SEL)         |           | 300   | 350    | 1999     | TAURUS-V6                       | MC: H     |       |        |
| 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        | 3650  | 5375   |
| 125      | Add MACH Stereo                 |           | 125   | 150    | 6250     | Sedan 4D SHO (V8)               | 54        | 8825  | 11225  |
| 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      | Delect W/out Third Seat (Wagon) |           | 175   | 175    | 75       | Add MACH (Std. SHO)             |           | 75    | 100    |
| 125      | Delect W/out Cruise             |           | 125   | 125    | 100      | Add Pwr Seat (Std. SHO)         |           | 100   | 125    |
| 75       | Delect W/out Pwr Locks          |           | 75    | 75     | 400      | Add Pwr Snrf (Std. SHO)         |           | 400   | 450    |
| 2000     | CROWN VICTORIA-V8               | MC: H     |       |        | 125      | Delect W/out Third Seat (Wagon) |           | 125   | 125    |
| 7200     | Sedan 4D S                      | 72        | 6500  | 9150   | 100      | Delect W/out Cruise             |           | 100   | 100    |
| 7450     | Sedan 4D                        | 73        | 6725  | 9425   | 50       | Delect W/out Pwr Locks          |           | 50    | 50     |
| 8425     | Sedan 4D LX                     | 74        | 7600  | 10500  | 1999     | CROWN VICTORIA-V8               | MC: H     |       |        |
| 200      | Add Alum/Alloy Wheels           |           | 200   | 225    | 5700     | Sedan 4D S                      | 72        | 6150  | 7800   |
| 75       | Add CD Player                   |           | 75    | 100    | 5950     | Sedan 4D                        | 73        | 6375  | 7775   |
| 350      | Add Leather Seats               |           | 350   | 400    | 6750     | Sedan 4D LX                     | 74        | 6875  | 8675   |
| 150      | Delect W/out Cruise             |           | 150   | 150    | 150      | Add Alum/Alloy Wheels           |           | 150   | 175    |
| 150      | Delect W/out Pwr Seat           |           | 150   | 150    | 300      | Add Leather Seats               |           | 300   | 350    |
| FORD     |                                 |           |       |        | 125      | Delect W/out Cruise             |           | 125   | 125    |
| 1999     | ESCORT-4 Cyl.                   | MC: I     |       |        | 125      | Delect W/out Pwr Seat           |           | 125   | 125    |
| 2750     | Coupe 2D ZX2                    | 11        | 2475  | 3950   | FORD     |                                 |           |       |        |
| 2375     | Sedan 4D LX                     | 10        | 2150  | 3525   | 1999     | ESCORT-4 Cyl.                   | MC: I     |       |        |
| 2500     | Sedan 4D SE                     | 13        | 2250  | 3875   | 2325     | Coupe 2D ZX2                    | 11        | 2100  | 3475   |
| 2825     | Wagon 4D SE                     | 15        | 2550  | 4025   | 1975     | Sedan 4D LX                     | 10        | 1900  | 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      | Delect W/out Air Cond           |           | 350   | 350    | 50       | Add Power Windows               |           | 50    | 75     |
| 275      | Delect W/out AT                 |           | 275   | 275    | 300      | Delect W/out Air Cond           |           | 300   | 300    |
| 1999     | CONTOUR-V6                      | MC: H     |       |        | 225      | Delect W/out AT                 |           | 225   | 225    |
| 2825     | Sedan 4D LX (4 Cyl.)            | 65        | 2375  | 3800   | 1999     | CONTOUR-V6                      | MC: H     |       |        |
| 2975     | Sedan 4D SE (4 Cyl.)            | 66        | 2600  | 4075   | 2125     | Sedan 4D (4 Cyl.)               | 65        | 1825  | 3250   |
| 3175     | Sedan 4D SE                     | 68        | 2875  | 4425   | 2175     | Sedan 4D GL (4 Cyl.)            | 65        | 1875  | 3300   |
| 5900     | Sedan SVT (5 Spd)               | 68        | 5225  | 7825   | 2250     | Sedan 4D LX (4 Cyl.)            | 65        | 2025  | 3400   |

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

| 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: H     |      |        |
| 2425     | Sedan 4D GL                     | 66        | 2200  | 3600   | 1825     | Sedan 4D (4 Cyl.)         | 65        | 1650 | 2900   |
| 2500     | Sedan 4D LX                     | 65        | 2250  | 3675   | 1900     | Sedan 4D GL (4 Cyl.)      | 65        | 1725 | 3000   |
| 2725     | Sedan 4D SE                     | 66        | 2475  | 3925   | 2025     | Sedan 4D LX (4 Cyl.)      | 66        | 1825 | 3150   |
| 4825     | Sedan SVT (5 Spd)               | 68        | 4175  | 6300   | 2125     | Sedan 4D GL               | 66        | 1925 | 3250   |
| 50       | Add A/A Wheels (Std. SVT)       |           | 50    | 75     | 2250     | Sedan 4D LX               | 66        | 2025 | 3400   |
| 200      | Add Leather (Std. SVT)          |           | 200   | 225    | 2350     | Sedan 4D SE               | 67        | 2125 | 3500   |
| 350      | Add Power Sunroof               |           | 350   | 400    | 150      | Add Leather Seats         |           | 150  | 175    |
| 75       | Add Pwr Seat (Std. SVT)         |           | 75    | 100    | 50       | Add Power Seat            |           | 50   | 75     |
| 325      | Delect W/out AT (Ex.SVT)        |           | 325   | 325    | 300      | Add Power Sunroof         |           | 300  | 350    |
| 1999     | MUSTANG-V8                      | MC: H     |       |        | 300      | Delect W/out Air Cond     |           | 300  | 300    |
| 4200     | Coupe 2D (V8)                   | 40        | 3800  | 5675   | 200      | Delect W/out AT           |           | 200  | 200    |
| 5950     | Convertible 2D (V8)             | 44        | 5275  | 7525   | 25       | Delect W/out Cruise       |           | 25   | 25     |
| 6950     | Coupe 2D GT                     | 42        | 6000  | 8400   | 25       | Delect W/out Pwr Wind     |           | 25   | 25     |
| 18175    | Coupe 2D Cobra                  | 47        | 9175  | 12375  | 1997     | MUSTANG-V8                | MC: H     |      |        |
| 8300     | Convertible 2D GT               | 45        | 7475  | 10200  | 3725     | Coupe 2D (V8)             | 40        | 3375 | 5150   |
| 11825    | Convertible 2D Cobra            | 46        | 10650 | 14150  | 5825     | Convertible 2D (V6)       | 44        | 4725 | 6850   |
| 200      | Add Leather Seats               |           | 200   | 225    | 5200     | Coupe 2D GT               | 42        | 8225 | 7475   |
| 50       | Add MACH Stereo                 |           | 50    | 75     | 9200     | Coupe 2D Cobra            | 47        | 8300 | 11325  |
| 75       | Add Power Seat (V6)             |           | 75    | 100    | 7300     | Convertible 2D GT         | 45        | 8575 | 9100   |
| 325      | Delect W/out AT (V6)            |           | 325   | 325    | 10700    | Convertible 2D Cobra      | 46        | 9650 | 12950  |
| 75       | Delect W/out Cruise             |           | 75    | 75     | 150      | Add Leather Seats         |           | 150  | 175    |
| 1999     | TAURUS-V6                       | MC: H     |       |        | 50       | Add Pwr Seat (Std. Cobra) |           | 50   | 75     |
| 2700     | Sedan 4D LX                     | 52        | 2450  | 4000   | 300      | Delect W/out Air Cond     |           | 300  | 300    |
| 2900     | Sedan 4D SE                     | 52/53     | 2625  | 4200   | 200      | Delect W/out AT (V6)      |           | 200  | 200    |
| 3350     | Wagon 4D SE                     | 57/58     | 3025  | 4725   | 25       | Delect W/out Cruise       |           | 25   | 25     |
| 5450     | Sedan 4D SHO (V8)               | 54        | 4925  | 7250   | 25       | Delect W/out Pwr Wind     |           | 25   | 25     |
| 50       | Add A/A Wheels (Std. SHO)       |           | 50    | 75     | 1997     | PROBE-4 Cyl.              | MC: H     |      |        |
| 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 Prg         |           | 150  | 175    |
| 350      | Add Pwr Snrf (Std. SHO)         |           | 350   | 400    | 150      | Add Leather Seats         |           | 150  | 175    |
| 75       | Delect W/out Third Seat (Wagon) |           | 75    | 75     | 50       | Add Power Seat            |           | 50   | 75     |
| 1999     | CROWN VICTORIA-V8               | MC: H     |       |        | 300      | Add Power Sunroof         |           | 300  | 350    |
| 5075     | Sedan 4D S                      | 72        | 4575  | 6825   | 300      | Delect W/out Air Cond     |           | 300  | 300    |
| 5325     | Sedan 4D                        | 73        | 4800  | 7100   | 200      | Delect W/out AT           |           | 200  | 200    |
| 6900     | Sedan 4D LX                     | 74        | 5400  | 7950   | 25       | Delect W/out Cruise       |           | 25   | 25     |
| 100      | Add Alum/Alloy Wheels           |           | 100   | 125    | 25       | Delect W/out Pwr Wind     |           | 25   | 25     |
| 250      | Add Leather Seats               |           | 250   | 300    | 1997     | TAURUS-V6                 | MC: H     |      |        |
| 100      | Delect W/out Cruise             |           | 100   | 100    | 1975     | Sedan 4D G                | 51        | 1800 | 3175   |
| 100      | Delect W/out Pwr Seat           |           | 100   | 100    | 2125     | Sedan 4D GL               | 52        | 1825 | 3350   |
| FORD     |                                 |           |       |        | 2475     | Sedan 4D LX               | 53        | 2250 | 3725   |
| 1997     | ASPIRE-4 Cyl. -3 Spd.           | MC: I     |       |        | 2475     | Wagon 4D GL               | 57        | 2250 | 3725   |
| 1225     | Hatchback 2D                    | 05        | 1125  | 2225   | 2825     | Wagon 4D LX               | 58        | 2550 | 4125   |
| 1300     | Hatchback 4D                    | 06        | 1175  | 2325   | 3975     | Sedan 4D SHO (V8)         | 54        | 3600 | 5550   |
| 150      | Add Auto Trans.                 |           | 150   | 175    | 150      | Add Leather Seats         |           | 150  | 175    |
| 200      | Delect W/out Air Cond           |           | 200   | 200    | 300      | Add Power Sunroof         |           | 300  | 350    |
| 1997     | ESCORT-4 Cyl.                   | MC: I     |       |        | 50       | Add Pwr Seat (G. GL)      |           | 50   | 75     |
| 1800     | Sedan 4D                        | 10        | 1450  | 2650   | 25       | Delect W/out Cruise       |           | 25   | 25     |
| 1700     | Sedan 4D LX                     | 13        | 1550  | 2775   | 1997     | CROWN VICTORIA-V8         | MC: H     |      |        |
| 1650     | Wagon 4D LX                     | 15        | 1675  | 2925   | 3600     | Sedan 4D S                | 72        | 3250 | 5125   |
| 200      | Delect W/out Air Cond           |           | 200   | 200    | 3850     | Sedan 4D                  | 73        | 3475 | 5425   |
| 150      | Delect W/out AT                 |           | 150   | 150    | 4375     | Sedan 4D LX               | 74        | 3950 | 6025   |
|          |                                 |           |       |        | 50       | Add Alum/Alloy Wheels     |           | 50   | 75     |

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

EXHIBIT C

In Re:  
Linda M Terwedo,  
Debtor,

Case No. 04-34931  
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) 25607989.
2. The Debtor owes the Creditor \$5,555.95, payoff amount of August 26, 2004, plus accrued unpaid interest thereon since that date. The monthly loan payment is \$253.22. As of August 26, 2004, the loan payments are in arrears \$759.66 for payments owing since June 20, 2004.
3. The debt owed to the Creditor is secured by a perfected lien on a 1998 FORD ESCORT SEDAN 4D SE. The current NADA published retail value of the collateral is \$3,225.00.
4. Debtor has surrendered the collateral to Creditor; Creditor desires to sell it immediately.
5. 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".
6. Loan documents require insurance be maintained to protect the Creditor's interest in the collateral. No evidence of insurance has been provided since filing.

Dated: 8-31-04



Jennifer Dean  
Ford Motor Credit Company  
National Bankruptcy Svc Center  
P.O. Box 537901  
Livonia, MI 48153-7901

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA

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In Re:  
Linda M Terwedo,  
Debtor,

Case No. 04-34931  
Chapter 7 Case

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**MEMORANDUM OF FACT AND LAW**

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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 has been surrendered to Movant and Movant desires to sell it immediately.

The total net balance due on the Contract is \$5,555.95 as of August 26, 2004. On information and belief, the collateral has an NADA retail value of \$3,225.00. NADA pages showing this collateral value are attached as Exhibit "C".

There has been a further material default in that the Debtor has failed to comply with the Contract provision requiring Debtor to supply Movant with evidence of collateral insurance. On information and belief, the Debtor has failed to maintain such 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 June 20, 2004.
- Failure to make payments due post petition under the Contract.
- 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 (Bkrtcy. D.N.H. 1983). In the present case, the balance due Movant on the Contract is \$5,555.95. 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

430 Oak Grove Street #200

Minneapolis, MN 55403

612-870-4100

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA

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In Re:  
Linda M Terwedo,  
Debtor,

Case No. 04-34931  
Chapter 7 Case

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**UNSWORN CERTIFICATE OF SERVICE**

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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.

Linda M Terwedo  
518 NW 7th Avenue  
Faribault, MN 55021

Steve L Bergeson  
TUTTLE & BERGESON  
1275 Ramsey St, #300  
Shakopee, MN 55379

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

04-03587-0

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA

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In Re:  
Linda M Terwedo,  
Debtor,

Case No. 04-34931  
Chapter 7 Case

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**ORDER FOR RELIEF FROM THE STAY**

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Ford Motor Credit Company's Motion for an order granting relief from the stay came before the Court on September 27, 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  
1998 FORD ESCORT SEDAN 4D SE, VIN 1FAFP13P7WW131362  
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