

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In Re:

CHAPTER 7 CASE

Paul Joseph Dornbach
SSN XXX-XX-6308
Gina Lynn Dornbach
SSN XXX-XX-8514

CASE NO. 04-35057 DDO

Debtor.

NOTICE OF HEARING AND MOTION FOR RELIEF FROM STAY

TO: Debtor and other entities specified in Local Rule 9013-3(a).

1. Union Acceptance Corporation c/o Systems & Services Technologies, Inc. (hereinafter "Secured Creditor"), by 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 on October 20, 2004, at 9:30 a.m., or as soon thereafter as counsel can be heard, before the Honorable Dennis D. O'Brien in Courtroom 228A of the above entitled Court located at U.S. Courthouse, 316 North Robert Street, St. Paul, Minnesota.

3. Any response to this motion must be filed and delivered not later than October 15, 2004, which is three days before the time set for the hearing (excluding Saturdays, Sundays and holidays), or served and filed by mail not later than October 11, 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, Federal Rule of Bankruptcy Procedure 5005 and Local Rule 1070-1. This proceeding is a core proceeding. The petition commencing this case was filed on August 27, 2004. The case is now pending in this Court.

5. This motion arises under 11 U.S.C. § 362 and Federal Rule of Bankruptcy Procedure 4001. This motion is filed under Federal Rule of Bankruptcy Procedure 9014 and Local Rules 9013-1 - 9019-1. Movant requests relief from the automatic stay with respect to property subject to a lien. Movant requests said relief be effective immediately notwithstanding Federal Rule of Bankruptcy Procedure 4001(a)(3).

6. Debtor is indebted to Secured Creditor in the original principal amount of \$17,446.03, as evidenced by that certain Retail Installment Contract dated July 24, 2000, a copy of which is attached hereto as Exhibit "A", together with interest thereon.

7. Debtor's indebtedness is secured by a contract on personal property in which Debtor has an interest as evidenced by that certain Retail Installment Contract dated July 24, 2000, executed by Paul Joseph Dornbach, a copy of which is attached hereto as Exhibit "A". The name and address of the original creditor is contained in the attached Exhibit "A". The property is legally described as follows to-wit:

1998 Ford Truck Windstar-V6, VIN #2FMZA5140WBC07221.

Secured Creditor is now the holder of said contract and is entitled to enforce the terms thereof.

8. At all times material, Debtor was in default of the payments and performance of obligations to Secured Creditor.

9. Pursuant to 11 U.S.C. § 362(g) the burden is on Debtor to prove absence of cause and/or adequate protection. This Secured Creditor's interest in the property is not adequately protected where, as of October 5, 2004, Debtor is delinquent in the making of monthly payments as required for the months of July, 2004 through September, 2004, inclusive, in the amount of \$322.88 each; accruing attorneys fees and costs. Debtor has failed to make any offer of adequate protection. Additionally, Debtor has failed to provide proof of insurance.

10. Debtor has no equity in the property and the property is not necessary to an effective organization. The value of the property as scheduled by Debtor is \$5,500.00 subject to Secured Creditor's Retail Installment Contract in excess of \$12,271.75.

Since this is a liquidation case, no reorganization is being attempted.

11. Secured Creditor desires to protect its interest in the aforementioned property and requests the Court to vacate the stay of actions and allow repossession pursuant to Minnesota law.

12. Secured Creditor has incurred and will incur legal fees and costs to protect and enforce its rights in the subject property.

WHEREFORE, Secured Creditor, by its undersigned attorney, moves the Court for an order for judgment that the automatic stay provided by 11 U.S.C. § 362(a) be modified so to permit the movant to commence repossession proceedings under Minnesota law and for such other relief as may be just and equitable.

Dated this 5th day of October, 2004.

WILFORD & GESKE

By /e/ James A. Geske
James A. Geske
Attorneys for Secured Creditor
7650 Currell Blvd., Ste 300
Woodbury, MN 55125
651-209-3300
Attorney Reg. No. 14969X

THIS COMMUNICATION IS FROM A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT No. <u> </u> Date <u>JULY 24th, 2000</u>	Seller MALSER FORD, INC. 3555 HIGHWAY 100 SOUTH ST. LOUIS PARK MN 55416 "We" and "us" mean the Seller above, its successors and assigns.	Buyer PAUL JOSEPH DORNBACH 168 REDWOOD DR APPLE VALLEY MN 55124 "You" and "your" mean each Buyer above, and successors, heirs and assigns.
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Seller: You agree to purchase from us, new cars, the Motor Vehicle (Vehicle) and services described below. Your purchase is subject to the terms and conditions of this contract and security agreement (Contract). The vehicle is sold in its present condition, together with the usual accessories and attachments.

Description of Motor Vehicle: Year 1999 VIN 2FZA51AD8C07221 Other
 Make: FORD LCC No: TR458
 Purchased: Model: LTDSTAR New TR458

Description of Vehicle: 1994 PLYN CARAVA 1P4GH44P0W2238842

SECURITY: To secure your payment and performance under the terms of the Contract, you give us a security interest in the Vehicle, all accessories, attachments, accessories, and equipment placed on or on the Vehicle, together called Property, and proceeds of the Property. You also agree to us and give us a security interest in proceeds and interest payments of any insurance and service contracts purchased with the Contract.

PROMISE TO PAY AND PAYMENT TERMS: You promise to pay us the principal amount of \$ 17446.03 plus finance charges according to the agreed balance at the rate of 13.40 % per year from today's date and pay in full. Finance charges accrue on a 365 day basis. You agree to pay the Contract according to the payment schedule and late charge provided shown in the TRUTH IN LENDING DISCLOSURES. You also agree to pay any additional amounts according to the terms and conditions of the Contract.

DOWN PAYMENT: You also agree to pay, or apply to the Cash Price, on or before today's date, any cash, rebate and refund items described in the ITEMIZATION OF AMOUNT FINANCED. You agree to make deferred payments as part of the cash down payment as reflected in your Payment Schedule.

TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL SALES PRICE
The cost of your credit as a yearly rate <u>13.40</u> %	The dollar amount the credit will cost you <u>\$ 9675.89</u>	The amount of credit provided to you or on your behalf <u>\$ 17446.03</u>	The amount you will have paid when you have made all scheduled payments <u>\$ 27121.92</u>	The total cost of your purchase on credit, including your down payment of <u>\$ 3168.06</u> <u>\$ 30290.50</u>

Payment Schedule: Your payment schedule will be

Number of Payments	Amount of Payments	When Payments Are Due
<u>84</u>	<u>322.88</u>	<u>MONTHLY, BEGINNING: SEPTEMBER 7th, 2000</u>

Security: You are giving a security interest in the Motor Vehicle purchased.
 Late Charge: If a payment is more than 10 days late, you will be charged .
 Prepaid Finance Charge: (This finance charge is to be included in the highest amount allowed by law when item #2 is \$3750)

Prepayment: If you pay off this Contract early, you will not have to pay a penalty.
 If you pay off this Contract early, you will not be entitled to a refund of part of the loan administration fee.
Contract Modifications: You can see the terms of this Contract for any additional information about modification, default, any required replacement parts, the arbitration clause, and payment return and procedure.

ITEMIZATION OF AMOUNT FINANCED

Vehicle Price (net sales tax of <u> </u>)	\$ <u>20240.10</u>
Service Contract, Paid to	\$ <u>N/A</u>
Amount of Finance less a (if a negative)	\$ <u>N/A</u>
Cash Price	\$ <u>20240.10</u>
Manufacturer's Rebate	\$ <u>N/A</u>
Cash Down Payment	\$ <u>300.00</u>
Deferred Down Payment	\$ <u>N/A</u>
Total Cash/Rebate Down	\$ <u>300.00</u>
Trade-in Allowance	\$ <u>2000.00</u>
Less Amount Given	\$ <u>8131.74</u>
Paid to FMC	\$ <u> </u>
Net Trade-in (minus B)	\$ <u>2868.66</u>
Net Cash/Trade-in (A plus D)	\$ <u>3168.06</u>
Down Payment (e, includes as B or negative)	\$ <u>3168.06</u>
Unpaid Balance of Cash Price	\$ <u>17121.53</u>
Paid in Public Office - Filing Fee	\$ <u>244.00</u>
Insurance Premiums*	\$ <u>N/A</u>
To BDC LLC	\$ <u>25.00</u>
To LHM LLC	\$ <u>3.00</u>
To GM LLC	\$ <u>3.00</u>
To <u> </u>	\$ <u>N/A</u>
Total Other Charges/Amounts Paid to Others	\$ <u>224.50</u>
Less Prepaid Finance Charges	\$ <u>N/A</u>
Amount Financed	\$ <u>17446.03</u>

Your signature below means you want (only the insurance coverages) listed above. If none are checked, you have decided any coverage we offer.

Buyer: Paul Joseph Dornbach DOB
PROPERTY INSURANCE: You must insure the Property according to the Contract. You may purchase or provide the insurance through any insurance company reasonably acceptable to us. The minimum coverage deductible may not exceed \$ N/A. If you get insurance from or through us, you will pay \$ N/A for N/A of coverage.
 This premium is calculated as follows:
 \$ Per Annum, Collision Coverage \$ N/A
 \$ Per Annum, Comprehensive Cov. \$ N/A
 Fire-Theft and Combined Additional Coverage \$ N/A
 \$

LIABILITY INSURANCE: Coverage for bodily injury and motor vehicle damage caused to others is not included in this Contract unless checked and indicated.
 MOTOR VEHICLE SERVICE CONTRACT: With your purchase of the Vehicle, you agree to purchase a Motor Vehicle Service Contract in favor of N/A.
 The Service Contract will be in effect for N/A.

NOTICE TO BUYER
 (1) Do not sign this agreement before you read it or if it contains any blank spaces. (2) You are entitled to a completely filled-in copy of this agreement. (3) Under the law, you have the right to pay off in advance the full amount due and under certain conditions to obtain a partial refund of the finance charge. (4) **IMPORTANT: THIS MAY BE A BINDING CONTRACT AND YOU MAY LOSE ANY DEPOSITS IF YOU DO NOT PERFORM ACCORDING TO ITS TERMS.**
BY SIGNING BELOW BUYER AGREES TO THE TERMS ON PAGES 1 AND 2 OF THIS CONTRACT AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS CONTRACT.

ASSIGNMENT: The Contract and Security Agreement is assigned to **LHM ADMINISTRATION CORPORATION**, the Assignee, which This assignment is made Under the terms of a separate agreement Under the terms of the ASSIGNMENT BY SELLER on page 2 The assignment is made with no money.
 Seller By Malser Ford Date 07/24/2000

Buyer Paul Joseph Dornbach 07/24/2000
 Signature Paul Joseph Dornbach Date
 Signature Wendy Malser Date
 Seller By Wendy Malser Date 07/24/2000

MINNESOTA RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT
 © NEW 10th Edition August 97. In Effect After Year 01 and any Revised Contract

EXHIBIT A

GENERAL TERMS OF THE CONTRACT AND SECURITY AGREEMENT

GENERAL TERMS: We have given you the opportunity to purchase the Vehicle and we have delivered to you the Total Sale Price of the Vehicle. The Total Sale Price is the total price of the Vehicle and any services if you pay over time. You agreed to purchase the Vehicle over time. The Total Sale Price shown in the TRUTH IN LENDING CHECK CHARGE contains all payments to be made as scheduled. The actual amount you will pay may be more or less depending on your payment history.

We do not intend to charge or collect, and you do not agree to pay, any late charge or fee, that is more than the maximum amount permitted for the sale by state or federal law. If you pay a late charge or fee that is contrary to the government, you have a right to a refund of the amount charged. If you agree, or if you do not make a timely request for a refund, we will apply the refund amount first to reduce the principal balance, and when the principal has been paid in full, refund it to you.

You understand and agree that some payments to third parties as a part of this Contract may involve money borrowed by us or paid on our behalf as compensation for other remuneration.

If any provision of this Contract is not enforceable, the contract shall remain in full force and effect.

PHILIPPAEANT: You may prepay your Contract in full or in part at any time. Any early payment will not reduce any late amount due to us until you pay in full.

A refund of any prepaid, unearned insurance premiums may be obtained from us or from the insurance company named in your policy or certificate of insurance, but no refund will be paid if the amount of the refund would be less than \$10.00.

CONSUMER AND TITLE TOWARD PROPERTY: By giving up a security interest in the Property, you represent and agree in the following:

- A. Our security interest in the Property is a lien on the Property. You acknowledge that such lien is subject to the Contract, or they are waived in an affidavit to the Vehicle.
- B. You will defend our interest in the Property against claims made by persons other than you. You will do whatever is necessary to keep our claim in the Property intact at the start of any court case.
- C. The security interest we have in the Property comes before all other claims of any kind of your general or retained creditors. You agree to sign any additional documents to provide us with any additional information we may require to keep our claim in the Property intact at the start of any court case. You will not do anything to change our interest in the Property.
- D. You will keep the Property in your possession in good condition and repair. You will use the Property for its intended and lawful purposes. Unless otherwise agreed in writing, the Property will be kept at your address listed on page 1 of this Contract.
- E. You will not attempt to sell the Property, lease it, or property interest in the Vehicle, or otherwise transfer any rights in the Property to anyone else, without our prior written consent.
- F. You will pay all taxes and assessments on the Property as they become due.
- G. You will notify us of any loss or damage to the Property. You will provide us reasonable access to the Property for the purpose of inspecting, repairing, and without disturbing the goods.

DEFAULT: You will be in default on the Contract if any one of the following occurs (except as prohibited by law):

- A. You fail to perform any obligation that you have undertaken in the Contract.
- B. We, in good faith, believe that you cannot, or will not, pay or perform the obligations you have agreed to in this Contract.

If you default, you agree to pay the costs for collecting amounts due, including court costs, attorneys' fees, and fees for repossession, repair, storage and sale of the Property according to the Contract. If this Contract is subject to Title 14 § 108.71, the amount of the attorneys' fees you must pay will not exceed 15% of the amount due at the time of the default.

If an event of default occurs as to any one of you, we may exercise our remedies against any or all of you.

REMEDIES: If you are in default on the Contract, we have all of the remedies provided by law and this Contract.

- A. We may require you to immediately pay us, less any amount required by law, the past-due unpaid balance of the amount financed, interest charges and all other charges and costs, and we may pay expenses, or other costs, which relate to the Property if you have not done so. We are not required to do so. Any amount we pay will be added to the amount you owe us and will be due immediately. This amount will carry finance charges from the date paid of the interest rate disclosed in the PROMISE TO PAY AND PAYMENT TERMS section of this Contract.
- B. We may require you to return the Property to us as a whole or in part, or to return the Property to us and we may immediately take possession of the Property by legal process or self-help, but in doing so we may not breach the peace or constitute a breach of the peace. We may then sell the Property and make what we receive as proceeds less our costs, reasonable expenses and then forward what you owe us.
- C. Except when prohibited by law, we may sue you for a personal judgment if this agreement is not satisfied by all of the following:
 - 1. You have not paid.
 - 2. By obiding any one or more of these remedies, we do not give up our right to later use another remedy. By proceeding to use any remedy, we do not give up our right to consider the other a default if it happens again.

You agree that if any notice is sent to you by us in connection with or pursuant to this Contract, notice is responsive if mailed to your last known address, as reflected in our records, at least 10 days before the date of the intended sale of the Vehicle (or such other period of time as is required by law).

You agree that, subject to your right to repair with property, we may take possession of personal property left on or in the Property according to the Contract and obtain the possession as provided above.

RETURN CHECK CHARGE: You agree to pay a separate charge for each returned check or returned automatic payment request. The amount of the late charge will generally be \$30.00, but if we use a law enforcement agency to collect payments and the service charge is used to reimburse the law enforcement agency, the amount of the service charge will be \$50.00.

INSURANCE: You agree to buy property insurance on the Property covering against theft and physical damage and subject to a maximum deductible amount indicated in the PROPERTY INSURANCE section, or as we will otherwise require. You will name us as loss payee on any such policy. Alternatively, loss payee is the one to be paid the policy benefits in case of loss or damage to the property. In the event of loss or damage to the Property, we may require additional security or assurance of payment before we allow insurance proceeds to be used to repair or replace the Property. If the insurance proceeds do not cover the amount you owe us, you will pay the difference. You may purchase the insurance through any insurance company, regardless of its location. You will keep the certificate of loss and other documents until the Contract is paid in full.

If you fail to obtain or maintain the insurance or name us as a loss payee, we may obtain insurance to protect our interest in the Property. We will notify you if we do so. This insurance may include coverage not required by you. This insurance may be written by a company other than one you would choose. It may be written at a rate higher than a rate you could obtain if you purchased the property insurance required by this Contract. We will add the amount for this insurance to the amount you owe us. Any amount we pay out for this insurance will appear in the PROMISE TO PAY AND PAYMENT TERMS section of this Contract.

OBLIGATIONS (INDEPENDENT): Each person who signs this Contract agrees to pay the Contract according to its terms. This means the following:

- A. You must pay this Contract even if someone else has also signed it.
- B. We may release any co-buyer or guarantor and you will still be obligated to pay the Contract.
- C. We may release any security and you will still be obligated to pay the Contract.
- D. If we give up any of our rights, it will not affect your duty to pay the Contract.
- E. If we extend new credit or renew this Contract, it will not affect your duty to pay the Contract.

WAIVER: To the extent permitted by law, this contract gives up your rights to require us to do certain things. This includes but is not limited to: (1) demand payment of accounts due; (2) give notice that amounts due have not been paid, or have not been paid in the appropriate amount, time or manner; (3) give notice that we intend to repossess or retitle, this contract immediately; and, or, (4) obtain official certification of non-payment.

THIRD PARTY AGREEMENT

By signing below you agree to give us a security interest in the Property described in the SALE section. You also agree to the terms of this Contract, including the WAIVER section above, except that you will not be liable for the payment of a request. Your signature in the Property may be used to satisfy the Buyer's obligation. You agree that we may renew, extend, change the Contract, or include any party or company, without obtaining your consent. We may later issue checks without notice or demand upon you.

You acknowledge receipt of a calculated copy of this Contract.

Signature _____ Date _____

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.

IF YOU ARE BUYING A USED 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.

ASSIGNMENT BY SELLER

Before this assignment the Seller has read and understands the terms of this Contract, and the Seller has read and understands the terms of this Contract. The Seller has read and understands the terms of this Contract. The Seller has read and understands the terms of this Contract. The Seller has read and understands the terms of this Contract.

- A. The Contract is assigned to the Buyer on a true and correct copy of a cash basis.
- B. The Seller warrants that the Contract is true and correct.
- C. The Seller warrants that the Buyer is the owner of the Property as of the date of this assignment, and that the Seller has no other interest in the Property.
- D. The Seller warrants that the Buyer is the owner of the Property as of the date of this assignment, and that the Seller has no other interest in the Property.
- E. The Contract is valid and enforceable, in accordance with the law.
- F. The Seller warrants that the Contract is true and correct, and that the Seller has no other interest in the Property.
- G. The Contract is valid and enforceable, in accordance with the law.
- H. The Seller warrants that the Contract is true and correct, and that the Seller has no other interest in the Property.
- I. The Seller warrants that the Contract is true and correct, and that the Seller has no other interest in the Property.
- J. The Seller warrants that the Contract is true and correct, and that the Seller has no other interest in the Property.

Seller warrants that the acceptance of the Assignments, made or non-payment of non-performances and notice of any other remedies available to Assignee.

Assignee may, without notice to Seller, and without affecting the liability of Seller under this assignment, enforce or enforce any rights against, and give assistance to, the assignor in the sale, if Buyer and the other person obligated under this Contract.

UNLESS OTHERWISE INDICATED ON PAGE 1, THIS ASSIGNMENT IS WITHOUT RECOURSE.

WITH RECOURSE: If the Assignments are made with recourse, as indicated on page 1, Assignee may enforce the Assignments with certain rights of recourse against Seller. Seller agrees that the Buyer's obligation to pay the Contract is not discharged, and that Seller will, upon demand, reimburse the Contract for the amount of the unpaid balance, including finance charges, due at that time.

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

First Class
US Postage
PAID
Permit No. 171
St Paul MN

DORNBACH PAUL JOSEPH
168 REDWOOD DR
APPLE VALLEY MN 55124

EXD636

98 <small>Year</small>	FORD <small>Make</small>	ESWIN <small>Model</small>	G2650M399 <small>Title NR.</small>
2FHZA5140WBC07221 <small>VIN</small>		07/24/00 <small>Security Data</small>	NO <small>Rebuilt</small>

1ST SECURED PARTY

LIEN HOLDER

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

UNION ACCEPTANCE CORP
PO BOX 1083
INDIANAPOLIS IN 46206-1083

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In Re:

CHAPTER 7 CASE

Paul Joseph Dornbach
SSN XXX-XX-6308
Gina Lynn Dornbach
SSN XXX-XX-8514

CASE NO. 04-35057 DDO

Debtor.

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

ARGUMENT

I. CAUSE EXISTS FOR THE GRANTING OF RELIEF FROM THE AUTOMATIC STAY PURSUANT TO 11 U.S.C. § 362(d)(1) WHERE THE INTEREST OF THIS SECURED CREDITOR IS NOT ADEQUATELY PROTECTED.

Pursuant to 11 U.S.C. § 362(g) the burden is on Debtor to prove absence of cause and/or adequate protection. Secured Creditor's interest in the property is not adequately protected where:

1. As of October 5, 2004, Debtor is delinquent for the monthly payments as required for the months of July, 2004 through September, 2004, in the amount of \$322.88 each; accruing attorneys fees and costs.

2. Debtor has failed to make any offer of adequate protection. Additionally, Debtor has failed to provide proof of insurance.

II. THE AUTOMATIC STAY SHOULD BE MODIFIED PURSUANT TO 11 U.S.C. § 362(d)(2) WHERE (1) DEBTOR DOES NOT HAVE ANY EQUITY IN THE PROPERTY, AND (2) THE PROPERTY IS NOT NECESSARY TO AN EFFECTIVE REORGANIZATION.

The first requirement under § 362(d)(2) is met where the total of all the encumbrances against the property is in excess of the value of the property. The value of the property as scheduled by Debtor is \$5,500.00 subject to Secured Creditor's Retail Installment Contract in excess of \$12,271.75.

Since this is a liquidation case, no reorganization is being attempted.

CONCLUSION

Secured Creditor is entitled to relief from the automatic stay pursuant to 11 U.S.C. § 362(d)(1) for cause, and where its interest in the secured property is not adequately protected. Secured Creditor is also entitled to relief from the automatic stay pursuant to 11 U.S.C. § 362(d)(2) where Debtor has no equity in the property, and where the property is not necessary to an effective reorganization.

Secured Creditor respectfully requests an Order of this Court modifying the automatic stay consistent with the attached proposed Order.

Dated this 5th day of October, 2004.

WILFORD & GESKE

By /e/ James A. Geske

James A. Geske
Attorneys for Secured Creditor
7650 Currell Blvd., Ste 300
Woodbury, MN 55125
651-209-3300
Attorney Reg. No. 14969X

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MINNESOTA
SAINT PAUL DIVISION**

IN RE:

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CASE NO. 04-35057-DDO

**Paul Joseph Dornbach
Gina Lynn Dornbach
Debtors**

CHAPTER NO. 7

AFFIDAVIT

STATE OF MISSOURI

§
§
§

COUNTY OF BUCHANAN

Before me, the undersigned authority, on this day personally appeared the undersigned Affiant, who being by me duly sworn, on her oath stated:

1. "My full name is Greg Lipps and I am at least eighteen (18) years old."

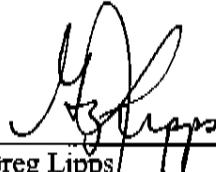
2. "I am employed by Union Acceptance Corporation c/o Systems & Services Technologies, Inc. ('Creditor') and I have the care, custody, and control of all records ('Records') concerning the account of Paul Joseph Dornbach and Gina Lynn Dornbach ('Debtors'). All facts recited herein are within my personal knowledge and are true and correct."

3. "The Records reflect acts, events, conditions, or opinions made at or near the time by, or from information transmitted by, a person with knowledge in the course of a regularly conducted business activity, and it was the regular practice of the business activity to make the record."

4. "The Records indicate that by virtue of a Motor Vehicle Contract & Security Agreement ('Agreement'), dated July 24, 2000, entered into by Creditor and Debtors who financed the purchase of a 1998 FORD TRUCK WINDSTAR-V6, VIN # 2FMZA5140WBC07221 ("Vehicle"). True and correct copies of the Agreement and Certificate of Title indicating Creditor's lien on the Vehicle are attached hereto as Exhibits 'A' and 'B', respectively."

5. "The Records indicate that as of September 8, 2004, the amount owed to Creditor under the Agreement was \$12,271.75. Debtors' payments under the Agreement are \$322.88 per month and Debtors are due for July 24, 2004 for a total delinquency of \$645.76."

FURTHER, AFFIANT SAYETH NAUGHT.



Greg Lipps
Union Acceptance Corporation c/o Systems & Services Technologies, Inc.

SUBSCRIBED AND SWORN TO BEFORE ME on this the 20th day of September, 2004.



NOTARY PUBLIC IN AND FOR THE
STATE OF Missouri

My Commission Expires: 2-23-08 Printed Name: Terry Billington

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In Re:

CHAPTER 7 CASE

Paul Joseph Dornbach
SSN XXX-XX-6308
Gina Lynn Dornbach
SSN XXX-XX-8514

CASE NO. 04-35057 DDO

Debtor.

**UNSWORN DECLARATION
FOR PROOF OF SERVICE**

Joanna Cheyka, employed by Wilford & Geske, attorneys licensed to practice law in this Court, with office address at 7650 Currell Blvd., Ste 300, Woodbury, Minnesota, declares that on October 5, 2004, I served the annexed Notice of Hearing and Motion for Relief from Stay, Memorandum in Support of Motion for Relief, Affidavit of Greg Lipps, and proposed Order to each person referenced below, a copy thereof by enclosing the same in an envelope with first class mail postage prepaid and depositing the same in the post office at Woodbury, Minnesota addressed to each of them as follows:

Paul J. Dornbach
Gina L. Dornbach
168 Redwood Dr
Apple Valley, MN 55124

John A. Hedback
2855 Anthony Ln S Ste 201
St. Anthony, MN 55418

Craig W. Andresen
2001 Killebrew Dr Ste 330
Bloomington, MN 55425

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

Union Acceptance Corporation
c/o J. Ward Holliday and Associates, P.C.
501 Elm Street - Suite 400
Dallas, TX 75202

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

Dated this 5th day of October, 2004.

/e/ Joanna Cheyka
Joanna Cheyka

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In Re:

CHAPTER 7 CASE

Paul Joseph Dornbach
SSN XXX-XX-6308
Gina Lynn Dornbach
SSN XXX-XX-8514

CASE NO. 04-35057 DDO

Debtor.

ORDER

The above entitled matter came on for hearing upon motion of Union Acceptance Corporation c/o Systems & Services Technologies, Inc. (hereinafter "Secured Creditor"), pursuant to 11 U.S.C. § 362 on October 20, 2004, at U.S. Courthouse, 316 North Robert Street, St. Paul, Minnesota. Appearances were as noted in the record. Based upon the evidence adduced at said hearing, the arguments of counsel, and the Court being fully advised of the premises,

IT IS HEREBY ORDERED that Secured Creditor, its assignees and/or successors in interest, is granted relief from the stay of actions imposed by 11 U.S.C. § 362 with regard to that certain Retail Installment Contract dated July 24, 2000, executed by Paul Joseph Dornbach, covering personal property legally described as follows, to-wit:

1998 Ford Truck Windstar-V6, VIN #2FMZA5140WBC07221

and may proceed to take possession of the vehicle and sell, lease or dispose of the vehicle in a commercially reasonable manner. Notwithstanding Federal Rules of Bankruptcy Procedure 4001(a)(3), this Order is effective immediately.

Dated: _____

Judge of Bankruptcy Court