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In Re:  
Luanne K Curtis,  
Debtor,

Case No. 04-35058  
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. Wells Fargo Financial National Bank moves the Court for the relief requested below and gives notice of hearing.
2. The Court will hold a hearing on this motion on October 25, 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 October 20, 2004, which is three days before the time set for the hearing (excluding Saturdays, Sundays, and holidays), or filed and served by mail not later than October 14, 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 27, 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 household furnishings purchased at Slumberland (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 the person who signed the verification to this motion, 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**, Wells Fargo Financial National Bank 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 30, 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.

LEATHER CHAIR  
LEATHER SOFA  
PEWTER FUTON  
NAVY FUTON MATTRESS  
DRESSER  
SALMON RUG  
CHEST  
MIRROR  
2 NIGHT STANDS  
SLATE TOP COFFEE TABLE  
SLATE TOP SOFA TABLE  
12 X 12 GERBER DAISY  
TABLETOP GRANDFATHER CLOCK  
ACCE MISC PRINT  
JUST PEARS  
VARIOUS ACCESSORY ITEMS (VASES, CANDLES, GLASSES, COASTERS, ETC.)  
SIDE CHAIR  
MATTRESS/BOX SPRINGS  
TWIN MATTRESS

EXHIBIT A

09/02/2004 20:02 FAX 8514041865

Acc#

0033/030

# umberland CLEARANCE CENTER

7758-029007  
Curtis, Luanne  
473-72-2773

LITTLE CANADA  
(651) 482-1746

ST. LOUIS PARK  
(652) 925-0035

COLUMBIA HEIGHTS  
(783) 781-4020

ST. PAUL  
(861) 738-8230

Visit us on the Internet at [www.umberland-kurniture.com](http://www.umberland-kurniture.com)  
Delivery Information: Call (651) 400-8416 after 8:30 a.m. the day of delivery  
Merchandise Service: (651) 482-7812 Monday - Friday 8:00 a.m. - 4:00 p.m.  
or E-mail us at [service@umberland.com](mailto:service@umberland.com)  
Customer Pick-up at the Warehouse: Call Customer Pick-up 24 hours in  
advance at (651) 482-0028.  
Mon - Fri - 9:00 AM - 9:00 PM, Sat - 9:30 AM - 5:30 PM, Sunday - 11:00 AM - 5:00 PM

ORDER TYPE: SAL  
LUANNE CURTIS NUMBER: 020740AX0TH STAT: 0  
266 LION LN. DELIVERY OR PICKUP: D ZONE: DLY  
DELIVERY/PICKUP DATE: 02/15/04  
SHGREVIEW MN 55126 DEL/PIC TIME:  
H/P: 651-482-5506 B/P: 783-506-5506 SALESPERSON: AARON AJST  
CUSTOMER CODE: CURFL26622 SALESPERSON:

QTY	LOCATION	SKU	VEND	USN/DESCRIPTION	PRICE	EXT. PRICE
1		3888909	FKLN	388-89 LK21-25" DUESKIN"	599.99	599.99
2	WLHNS	3664337	FKLN	366-43 LK21-25" DUESKIN"	799.99	799.99
3	WLHNS	5480633	LARG	5480 PEWTER FUTON	99.99	99.99
4	WLHNS	7522615	WJNP	8" 740 CUII SUPREME	149.99	149.99
5		6511590		DALY NP592 SALMON	99.99	99.99
6		5509850	NEWC	5509-850 PLEASANT HILL	799.99	799.99

CONTINUED

**CLEARANCE STORE MERCHANDISE IS SOLD AS IS AND  
WITHOUT THE MANUFACTURERS WARRANTY.  
24 HOUR RETURN POLICY**

You must notify the store of your intent to return any purchase within 24 hours of receiving your merchandise. A store credit voucher will be issued. No refunds.

**NO FRILLS... JUST LOW LOW PRICES**

08/02/2004 20:03 FAX 0514041865

ACCM

024/030

# umberland CLEARANCE CENTER

LITTLE CANADA  
(651) 482-1746

ST. LOUIS PARK  
(952) 828-8035

COLUMBIA HEIGHTS  
(763) 761-4820

ST. PAUL  
(651) 738-6200

Visit us on the internet at [www.umberland-furniture.com](http://www.umberland-furniture.com)  
 Delivery Information: Call (651) 490-6416 after 6:30 a.m. the day of delivery  
 Merchandise Services: (651) 482-7512 Monday - Friday 8:00 A.M. - 4:00 P.M.  
 of E-mail us at [service@umberland.com](mailto:service@umberland.com)  
 Call Customer Pick-up 24 hours in advance at (651) 482-0920.  
 Mon - Fri - 8:00 AM - 9:00 PM, Sat - 9:00 AM - 5:00 PM, Sunday - 11:00 AM - 6:00 PM

LWANNE  
286 LION LN.

ORDER TYPE: SAL  
 NUMBER: 020740AKUIN STAT: 0  
 DELIVERY OR PICKUP: 0 ZONE: DLY  
 DELIVERY/PICKUP DATE: 09/15/04  
 DEL/PIC TIME:  
 SALES PERSON: AARON AJST  
 SALES PERSON:  
 H/DREVIEW MN 55126  
 H/P: 681-482-8088 H/P: 763-506-8800  
 CUSTOMER CODE: CURT125872

QTY	LOCATION	SKU	VEND	VM/DESCRIPTION	PRICE	EXT. PRICE
1.00		5504122	NEWC	5504-122 PLEASANT HILL	.00	.00
1.00		5504070	NEWC	5504-070 PLEASANT HILL	169.99	169.99
1.00		5504041	NEWC	5504-040 PLEASANT HILL	.00	.00
1.00		5504060	NEWC	5504-060 PLEASANT HILL	.00	.00
1.00		5504041	NEWC	5504-040 PLEASANT HILL	169.99	169.99
1.00		5504041	NEWC	5504-040 PLEASANT HILL	275.00	275.00

**CLEARANCE STORE MERCHANDISE IS SOLD AS IS AND WITHOUT THE MANUFACTURERS WARRANTY.**  
**24 HOUR RETURN POLICY**

You must notify the store of your intent to return any purchase within 24 hours of receiving your merchandise. A store credit voucher will be issued. No refunds.

**NO FRILLS... JUST LOW LOW PRICES**



08/02/2004 20:05 FAX 8514941865

AccM

028/030

ORDER TYPE : SAL  
 LUANNE CURTIS NUMBER: 022640ACAMH STAT:F  
 505 VILLAGE PARKWAY DELIVERY OR PICKUP: P ZONE: W1  
 CIRCLE PINES MN 55014 DELIVERY/PICKUP DATE: 02/26/04  
 H/P: 612-220-6592 B/P: 763-506-5800 DEL/PIC TIME:  
 CUSTOMER CODE: CURTL26622 SALESPERSON: AARON AJST  
 SALESPERSON:

QTY	LOCATION	SKU NO.	VEND	VEND	STOCK NO.	DESCRIPTION	PRICE	EXT. PRICE
1	2.00	A	3008917			CYER MAX100(4/BOX)	28.00	56.00
2	2.00	A	N/A TL-STLC 90303			WRIGLEY		
			2896227			ELIT HL003-GXY	10.00	20.00
3	1.00	A	T/L FRANKLIN 193/ HUDSON			1250055		
						COAS 1250	58.00	58.00
4	1.00	A	N/A FL BRONZE FINISH W/MICA			3927309		
						FORV 3927 #8 CHERRY 22X28	75.00	75.00
5	1.00	A	MEDITERRANRAN VIEW II			9082451		
						POTN OLD009X (4/BOX)	7.00	7.00
6	2.00	A	X-LG REG VINEGAR VASE 16"			0015337		
						POTN OLD001L (18/BOX)	7.00	14.00
7	2.00	A	LG WINE VASE ASST. COLORS			1701618		
						POTN OLD007S (18/BOX)	7.00	14.00
8	1.00	A	SM BRANDY ASST. COLORS			6208107		
						CBKL 62081 (MIN.66)	15.00	15.00
						MOSAIC CANDLE LAMP		

\*\* CONTINUED \*\*

09/02/2004 20:06 FAX 6514941886

AccM

028/030

ORDER TYPE : SAL  
 LUANNE CURTIS NUMBER: 022640ACAMH STAT:F  
 505 VILLAGE PARKWAY DELIVERY OR PICKUP: P ZONE: W1  
 CIRCLE PINES MN 55014 DELIVERY/PICKUP DATE: 02/26/04  
 H/P: 612-220-6592 B/P: 763-506-5800 DEL/PIC TIME:  
 CUSTOMER CODE: CURTL26622 SALESPERSON: AARON AJST  
 SALESPERSON:

QTY	LOCATION	SKU NO.	VEND	VEND STOCK NO./DESCRIPTION	PRICE	EXT. PRICE
9	1.00	A	0462591	ELIT QCKP046259 (6/MASTER CARTON)	16.00	16.00
10	1.00	A	9400773	N/A TABLETOP GRANDFATHER CLOCK BMCO 9400-773	28.00	28.00
11	1.00	A	1608678	*N/A*JUST PEARS ACCE MISC PRINT	48.00	48.00
				DISC. MISC PRINT		

DEP TP DEP AMT  
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SUB TOTAL: 351.00  
 DELIVERY: .00  
 SET UP CHG: .00  
 TAX: 22.83  
 TOTAL: 373.83  
 DOWN PAYMENT: .00  
 FI AMOUNT: 373.83  
 BALANCE DUE: .00

FINANCE COMPANY: W.F.FINANCIAL NATIONAL BANK.  
 FINANCING TERMS: This transaction is under your credit card agreement with Wells Fargo Financial National Bank. You give us a security interest on any goods purchased in this transaction, if financed.  
 SPECIAL SLUMBERLAND TERMS: 18 MONTHS NO INTEREST OPTION WITH REGULAR MINIMUM PAYMENTS ON THIS PURCHASE.  
 SIGNATURE \_\_\_\_\_

=====COMMENTS=====



09/02/2004 20:04 FAX 0514041865

AccM

026/030

# Slumberland CLEARANCE CENTER

LITTLE CANADA  
(051) 482-1746

ST. LOUIS PARK  
(052) 025-0035

COLUMBIA HEIGHTS  
(763) 781-4920

ST. PAUL  
(651) 738-6230

Visit us on the Internet at [www.slumberland-furniture.com](http://www.slumberland-furniture.com)  
 Delivery Information: Call (651) 400-6416 after 8:30 a.m. the day of delivery  
 Merchandise Services: (651) 482-7512 Monday - Friday 8:00 a.m. - 4:00 p.m.  
 or E-mail us at [service@slumberland.com](mailto:service@slumberland.com)  
 Customer Pick-up at the Warehouse: Call Customer Pick-up 24 hours in advance at (651) 482-0328.  
 Mon - Fri - 8:00 AM - 8:00 PM, Sat - 9:30 AM - 5:30 PM, Sunday - 11:00 AM - 5:00 PM

ORDER TYPE: SA  
 NUMBER: 022640AAPMC STAT:0  
 DELIVERY OR PICKUP: 0 ZONE: SPD  
 DELIVERY/PICKUP DATE: 02/25/04  
 DEL/PIC TIME:  
 SALESPERSON: NARON AJST  
 SALESPERSON:  
 LUANNE CURTIS  
 605 VILLAGE PARKWAY  
 CIRCLE PINES MN 55014  
 H/P: 651-482-0597 D/P: 763-506-5300  
 CUSTOMER CODE: CURTIS0672

QTY	LOCATION	SKU	VENO	VEN/DESCRIPTION	PRICE	EXT. PRICE
1	1.00	WINGS	1315050	BASD 5/0 REUNION PLUSH MATTRESS	549.99	549.99
2	1.00	WINGS	1315151	BASD 5/0 REUNION/REMINISCE 80XSPRING	.00	.00
3	1.00	WINGS	1012000	BASD 3/3 BLUE CLEARFIELD MATTRESS	169.99	169.99
4	1.00		0000733	STYL STAINSAFE PROTECTION TWIN MATTRESS	19.99	19.99

DEPT: DEPT: SUB TOTAL: 799.97  
 DEL. CHARGE: .00  
 TAXED DEL: .00  
 TAX: 18.10  
 TOTAL: 818.07  
 DOWN PAYMENT: .00

NO 482736

FINANCIAL  
 ACCT. NO. 5774420150291073  
 NAME Luanne Curtis  
 CITY/STATE Circle Pines/MN  
 RETAILER I.D. NO.  
 RETAILER NAME Slumberland  
 STORE NO. 10

CLERK AJST	DATE 9/2/04	Special Terms, Plan No. 13B		
AUTHORIZATION 482736	Length 18 mos	Payment Terms 360		
Annual Percentage Rate 11.90	Annual Percentage Rate 11.90			
ITEM NO.	QTY	DESCRIPTION	PRICE	AMOUNT
		1300000APMC		1298.18
BUYER'S SIGNATURE Lu Curtis			ORDERS TOTAL	
			SALES TAX	
			DOWN PAYMENT	
			BALANCE	1298.18

WELLS FARGO FINANCIAL NATIONAL BANK

3090 10/00

CURT L26672

Client # 7758

For Office Use Only

Retailer # [barcode] Amount of Purchase \$ \_\_\_\_\_ Driver's License # \_\_\_\_\_  
Authorization Number 7758 029007 Customer Account # 5774420150290073

### SLUMBERLAND FURNITURE Credit Card Account Application

Check Account Choice  Individual  Joint

#### Applicant Information

Name LUANNE K CURTIS Date of Birth 07/19/59  
Physical Address 266 LION LN STOREVIEW MN 55126  
Own  Rent  Home Value \$ 200,000 Mortgage Balance \$ 100,000 (?)  
Home Phone No. (651) 483-5586 E-mail Address lucurtis@comcast.net  
Employer Anoka-Hennepin Dist 11 Social Security No. 473722773

Work Phone No. (763) 506-5800 \*Annual Income \$ 100,000 w/ spouse  
\*INCOME NOTICE: Income can include all sources. You need not disclose alimony, child support, or separate maintenance income if you do not wish to have it considered in determining creditworthiness.

#### Co-Applicant Information

Name \_\_\_\_\_ Date of Birth \_\_\_\_\_ Social Security No. \_\_\_\_\_  
Physical Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Employer \_\_\_\_\_ Work Phone No. \_\_\_\_\_ \*Annual Income \$ \_\_\_\_\_

\*INCOME NOTICE: Income can include all sources. You need not disclose alimony, child support, or separate maintenance income if you do not wish to have it considered in determining creditworthiness.  
NOTE: If you are married and a Wisconsin resident, we are required by law to obtain the name and address of your spouse unless this is a joint application with your spouse.

Spouse Name \_\_\_\_\_ Address \_\_\_\_\_  
**TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, U.S. FEDERAL LAW REQUIRES FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY, AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS FOR YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS, DATE OF BIRTH AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ALSO ASK TO SEE YOUR DRIVER'S LICENSE OR OTHER IDENTIFYING DOCUMENTS.**

Signatures: Your signature means that you have read and agree to the terms of our Credit Card Account Agreement and our Arbitration Agreement. You acknowledge receipt of a copy of our Credit Card Account Agreement and our Arbitration Agreement. You give us and we will retain a purchase-money security interest in goods purchased under this Agreement.  
**YOU ACKNOWLEDGE RECEIPT OF A COPY OF THE CREDIT CARD ACCOUNT AGREEMENT. YOU ACKNOWLEDGE THE EXISTENCE OF THE ARBITRATION AGREEMENT CONTAINED IN THE CREDIT CARD ACCOUNT AGREEMENT AND YOU SPECIFICALLY AGREE TO BE BOUND BY ITS TERMS. PLEASE REFER TO THE REVERSE SIDE OF THE ATTACHED CREDIT CARD ACCOUNT AGREEMENT FOR ADDITIONAL INFORMATION ABOUT RATES, FEES, AND OTHER COSTS.**

Luanne K Curtis 2-7-04  
Applicant's Signature Date  
\_\_\_\_\_  
Co-Applicant's Signature Date

2808 08103 (7708) (N4) (MN)

Tear at Perforation, Fold, Seal and Mail

EXHIBIT B

**CREDIT CARD ACCOUNT AGREEMENT GENERAL TERMS**

These terms apply to your entire account:

**IDENTIFICATION OF PARTIES.** In this agreement and the Arbitration Agreement contained herein, the words "you" and "your" mean each person who signed the credit card application. The words "we", "us" and "our" mean Wells Fargo Financial National Bank, Las Vegas, Nevada, a subsidiary of Wells Fargo Financial, Inc. The word "Retailer" means any merchant who as a Slumberland Furniture merchant agreement with us. The word "account" refers to the credit card account you have with us. If you have a joint account, all of you are bound by this agreement, and each of you is responsible for payment on the entire amount.

**VIEW OF ACCOUNT.** Your account may be divided into two or more subaccounts so we can offer you special features. When you use your account at a participating Retailer location, the purchase will be part of your regular subaccount. If we cause the sales slip to indicate that special terms apply, the purchase will be part of a special subaccount. We may, at any time, grant you the ability to use your account to obtain cash advances. If we do allow you to obtain cash advances, cash advances will be part of your cash advance subaccount. Some parts of this agreement apply to the entire account and some parts apply to certain kinds of subaccounts.

**PROMISE TO PAY.** When you use your account or let someone else use it, you promise to pay the total amount of the transaction. You also promise to pay any finance charges or other charges that may be due. All amounts owed must be paid in United States dollars. We can accept late payments, partial payments or checks and payment instruments marked with words of condition limitation, such as "payment in full," without losing any of our rights under this agreement.

**CREDIT LIMIT.** You will have one credit limit for regular subaccount and special subaccount transactions ("Credit Limit") and, if applicable, a separate credit limit for Cash Advance subaccount transactions ("Cash Advance Credit Limit"). We will tell you your Credit Limit at or before the time we receive your card. We may tell you your Cash Advance Credit Limit at the time you receive your card or in a subsequent mailing. Both credit limits will also be given on your monthly statement, if applicable. You promise to use your account only to these limits. We can change either credit limit at any time. If you use your account for more than your credit limit(s), you will remain liable for your charges, and we do not give up any of our rights. Generally, your available credit for your regular account and special subaccount transactions and your available credit for your Cash Advance account transactions will be your applicable credit limit less any unpaid balance and less any standing transaction authorizations for such credit limit.

**OUTSTANDING ACCOUNT BALANCE.** The term Outstanding Account Balance shall mean the sum of all unpaid amounts: in the regular subaccount, in all special subaccounts, and in the Cash advance subaccount.

**BILLING CYCLE.** A billing cycle is the interval between regular monthly statements. The billing date shown on a statement is the last day of the billing cycle for that statement.

**NEW BALANCE.** The New Balance is for your account, including all subaccount(s), and is the Outstanding Account Balance as of the billing date.

**PAYMENT SLIB.** The Payment Slub is the portion of your monthly statement that is to be returned to your payment.

**USE OF ACCOUNT.** The use of your account by you or anyone permitted by you indicates acceptance of the terms of this agreement. You promise that all purchases made using your account will be only for personal, family or household purposes.

**CREDIT CARDS.** We may send you credit cards for use with your account. These cards, and any credit instrument or device we supply to you, always belong to us. If we ask, you must return cards and any other credit instruments or devices that you have received.

**LOST OR STOLEN CARDS.** You agree to notify us immediately of the loss, theft or use without permission of your card at the address or telephone number shown on your statement. You will notify us orally or in writing.

**DEFAULT - ENTIRE BALANCE DUE.** If you don't make a minimum payment on time or if you violate the terms of this agreement, you will be in default. When that happens, you agree that to the extent permitted by law we can require you to pay your Outstanding Account Balance at once, and we can do this without giving you advance notice unless advance notice is required by law.

**LIABILITY FOR UNAUTHORIZED USE.** If you believe that your card may have been lost or stolen at your account number may have been used without your authorization, you must notify us immediately at the address or telephone number shown on your statement. You may notify us orally or in writing. You will not be held liable for the unauthorized use of your account.

**USABILITY TO HONOR CARD.** We are not responsible for the refusal of anyone to honor your card.

**ASSIGNMENT.** We have the right to assign this account to another creditor.

**CHANGE OF TERMS.** We may change the terms of this account from time to time if not prohibited by law. A change in the terms of this account may apply to existing balances as well as future purchases, if not prohibited by law.

**RIGHT TO LIMIT OR CLOSE.** We may limit or close your account, but the terms of this agreement apply until any unpaid balance is fully paid.

**WAIVER IN ENFORCEMENT.** We may waive or delay enforcing any of our rights without losing them. We may waive or delay enforcing a right against one of you without waiving it as to the other. **DISCLOSURE OF INFORMATION.** You promise that any information you give to us in connection with your application or account is true and complete and understand that this information will be relied on in establishing your account and in extending credit under your account. We may report information we receive from you in connection with your account and information about your transactions with us to credit bureaus and others as permitted by law.

**RIGHT TO INVESTIGATE CREDIT INFORMATION AND OBTAIN CREDIT REFERENCES.** You authorize us to investigate your credit, employment, and income records and to verify credit references. You authorize us to obtain credit reports on you in connection with your application, in connection with any review, enhancement or collection of your account and for

marketing purposes. You instruct any credit bureau to provide credit reports for these purposes to us or to any creditor to whom we assign this account.

**NOTIFYING US OF INACCURATE INFORMATION.** You have the right to notify us if we report inaccurate information about your account to the credit bureaus. Such notices should be sent in writing to us at: Central Processing, P.O. Box 9121, Des Moines, IA 50306. Please include your account number and a description of the information that is incorrect.

**SHARING INFORMATION WITH CORPORATE AFFILIATES.** You agree that we may share with our corporate affiliates the information we have about you and your transactions. This includes information contained in your application, in this agreement or from any other source. In addition, you agree that such information may be used for any purpose. If you decide you do not want us to share this information, you will inform us by telling us when signing this agreement, or by writing to: Wells Fargo Operations Center (MAC N9777-111), P.O. Box 5277, Sioux Falls, SD 57117-5277. Even if you notify us as such, you understand and agree that we may still share with our corporate affiliates information solely regarding transactions and experiences between you and us.

**DISCLOSURE OF INFORMATION ABOUT THIS ACCOUNT TO SLUMBERLAND FURNITURE - CONSENT.** We may disclose information we receive from you in connection with your account and information about transactions under your account involving purchases of SLUMBERLAND FURNITURE products with SLUMBERLAND FURNITURE and its corporate affiliates. They may use this information to offer additional products to you and for other marketing purposes. You consent to these disclosures and use of information.

**DISCLOSURE OF INFORMATION ABOUT THIS ACCOUNT TO RETAILERS WHERE YOU USE YOUR ACCOUNT - CONSENT.** We may disclose information we receive from you in connection with your account and information about transactions under your account involving purchases at participating Retailer locations to Retailers. They may use this information to offer additional products to you and for other marketing purposes. You consent to these disclosures and use of information.

**APPLICABLE LAW.** This agreement is made in the state of Nevada. This agreement is governed by applicable federal law and the law of the state of Nevada.

**SIGNATURE.** Your signature on the credit card application means that you have read and agree to the terms of our credit card account agreement. You acknowledge receipt of a copy of our credit card account agreement.

**OTHER CHARGES.** We may charge your account for the following items. These items will be charged as transactions under your regular subaccount:

**Late Charge:** If the minimum payment stated on your Payment Slub is not received in full by the payment due date listed on your monthly statement, you agree to pay a late charge as follows: the late charge will be based upon the New Balance disclosed on your monthly statement as follows: if the New Balance disclosed on your monthly statement is \$100.00 or less, a late charge of \$10.00; if the New Balance disclosed on your monthly statement is greater than \$100.00 but less than or equal to \$1,000.00, a late charge of \$28.00; and if the New Balance disclosed on your monthly statement is greater than \$1,000.00, a late charge of \$35.00.

**Returned Instrument Fee.** If any check, other instrument, or direct debit for payment on your account is dishonored or returned unpaid for any reason, you agree to pay a returned instrument fee of \$28.00.

**Over Limit Fee.** You agree to pay an over limit fee of \$28.00 each time: (a) the sum of the unpaid balance in your regular subaccount plus the unpaid balance in any special subaccount(s) exceeds the Credit Limit; or (b) the unpaid balance of your Cash Advance subaccount exceeds the Cash Advance Credit Limit. Only one over limit fee will be assessed per over limit occurrence.

**Convenience Payment Fee.** If you make a payment to us by authorizing us (verbally or in writing) to write a check or process a payment through the use of Automated Clearing House procedures or other electronic funds transfers on your checking account, you agree to pay a convenience payment fee of \$5.00 per payment, unless this fee is prohibited by applicable law. This fee does not apply if you sign up for an ongoing automatic payment plan where payments are deducted routinely from a designated account.

**Attorneys Fees and Court Costs.** If you default and we refer your account for collection to an attorney who is not our salaried employee, you agree to pay reasonable attorney's fees and actual court costs to the extent permitted by applicable law.

**MINIMUM PAYMENT:** You promise that within 25 days of the billing date shown on each monthly statement you will pay at least the Total Minimum Payment for your account. The "Total Minimum Payment" for your account is the greater of: a) the sum of the required minimum payments for the regular subaccount, for any special subaccount(s), and for the Cash Advance subaccount for the current billing cycle; or b) the sum of all finance charges assessed to the account for the current billing cycle (excluding the Accumulated Finance Charges for a special terms subaccount) plus all late charges, returned instrument fees, over limit fees, convenience payment fees and cash advance fees assessed to the account during the current billing cycle, plus \$5.00 and rounded to the nearest dollar. The minimum payment listed on your Payment Slub is the Total Minimum Payment for your account plus any past due amount.

**PAYMENT REQUIREMENTS:** Payments must be accompanied by the Payment Slub. You will make payments at the address indicated on the Payment Slub ("Remittance Address"). Payments that are received in our post office box at the Remittance Address on or before 3:00 p.m. Pacific Time on any business day will be credited as of the date of receipt. Payments received in our post office box at the Remittance Address after 3:00 p.m. Pacific Time or on non-business days may be credited as of the next business day if allowed by applicable law. Saturdays, Sundays and Federal Holidays are considered non-business days. You may pay your Outstanding Account Balance in full or more than the Total Minimum Payment at any time. Payment of more than the Total Minimum Payment but less than the Outstanding Account Balance will not relieve you of the obligation to make the Total Minimum Payment in any future billing cycle.

Tear at Designation Fold Coat and Mail

**APPLICATION OF PAYMENTS.** Your payment will be allocated in a manner we determine in accordance with applicable law and may change from time to time. We reserve the right to apply payments to balances with lower interest rates prior to balances with higher interest rates. Your available credit will be increased by the amount of your payment within 14 days after your payment is received.

**SECURITY INTEREST.** To the extent permitted by applicable law, you hereby grant to us and we are retaining a purchase money security interest under the Uniform Commercial Code in the merchandise purchased on your account until such merchandise is paid for in full. You agree to assist us in executing any documents necessary to perfect our security interest. If you do not make a minimum payment due on your account by the date on which it is due, we may repossess any merchandise that has not been paid for in full.

#### REGULAR SUBACCOUNT

These terms apply to your regular subaccount:

**REGULAR SUBACCOUNT MINIMUM PAYMENT.** The new balance shown for the subaccount on a statement is the unpaid balance of the subaccount at the end of the billing cycle. The minimum payment for the regular subaccount is 1/30th of the highest new balance of the subaccount, but at least \$15.00. The minimum payment will be rounded to the nearest dollar. The minimum payment will change only if subsequent activity increases the new balance to an amount requiring a higher minimum payment.

**WHEN FINANCE CHARGE IS IMPOSED.** The finance charge on a transaction under your regular subaccount begins on the day the transaction is first charged to the subaccount unless you pay the new balance for the subaccount shown on the statement listing the transaction within 25 days after the billing date. If you pay the new balance for the subaccount shown on a statement within 25 days after the billing date you will avoid finance charges for transactions under the subaccount listed on that statement. You will also avoid additional finance charges on the rest of the new balance for the subaccount.

**PERIODIC RATE.** The monthly periodic rate used to figure the finance charge for the subaccount will be a variable rate, subject to quarterly changes, and based on the prime rate. The minimum monthly periodic rate that can apply is 1.825% (ANNUAL PERCENTAGE RATE 21.90%). There is no limit on the maximum monthly periodic rate that can apply. The prime rate we use is the highest prime rate published in the Money Rates section of *The Wall Street Journal* on the first day of the month preceding the month of the rate change date. If *The Wall Street Journal* is not published on the first day of the month, we will use the prime rate in the next issue of *The Wall Street Journal*. If the prime rate is no longer published or is otherwise unavailable, we may select a comparable rate. The monthly periodic rate will increase if the prime rate increases and decrease if the prime rate decreases. An increase in the monthly periodic rate may result in increased finance charges and may increase the number of minimum monthly payments necessary to repay the balance of the subaccount. The rate change date for each quarter is the first day of the first billing cycle beginning on or after January 1, April 1, July 1 and October 1. The monthly periodic rate for a billing cycle is figured by adding 17.65 percentage points to the prime rate for that billing cycle and dividing the sum by 12. As of January 1, 2004, the monthly periodic rate was 1.825% (ANNUAL PERCENTAGE RATE 21.90%).

**FINANCE CHARGE.** The total finance charge for the subaccount will be made up of the initial finance charge for the current billing cycle, plus the remaining finance charge for the previous billing cycle. The initial finance charge for the current billing cycle is figured by applying the periodic rate to the average daily balance of old purchases. The remaining finance charge for the previous billing cycle is figured by applying the periodic rate to the average daily balance of previous billing cycle new purchases.

**AVERAGE DAILY BALANCE OF OLD PURCHASES.** "Old Purchases" are purchases that were posted to the subaccount before the current billing cycle. To get the average daily balance of old purchases, we take the beginning balance of old purchases each day of the current billing cycle and subtract any payments or credits that were applied to old purchases. If you paid the new balance you owed for the subaccount at the end of the previous billing cycle in full within 25 days of the billing date for the previous billing cycle, we do not add in any part of the new balance you paid. This gives us the daily balance of old purchases. Then we add up all the daily balances of old purchases (credit balances are not included) and divide the total by the number of days in the current billing cycle. This gives us the average daily balance of old purchases.

**AVERAGE DAILY BALANCE OF PREVIOUS BILLING CYCLE NEW PURCHASES.** "Previous billing cycle new purchases" are those new purchases that were posted to the subaccount during the previous billing cycle. To get the average daily balance of previous billing cycle new purchases, we take the beginning balance of previous billing cycle new purchases each day of the previous billing cycle, add any previous billing cycle new purchases, and subtract any payments or credits that were applied to previous billing cycle new purchases. This gives us the daily balance of previous billing cycle new purchases. Then we add up all the daily balances of previous billing cycle new purchases (credit balances are not included) and divide the total by the number of days in the previous billing cycle. This gives us the average daily balance of previous billing cycle new purchases. If you paid the new balance you owed for the subaccount at the end of the previous billing cycle in full within 25 days of the billing date for the previous billing cycle then the average daily balance of previous billing cycle new purchases is zero.

#### SPECIAL SUBACCOUNTS

These terms apply to special subaccounts:

**SPECIAL TERMS.** We may from time to time allow you to make purchases at special terms. This part of your agreement explains how these special terms apply. If a sales slip or its equivalent indicates that special terms apply, then special terms apply for that purchase. You accept the special terms by making the purchase.

**UBACCOUNT ESTABLISHED.** A purchase subject to special terms establishes a subaccount or subaccounts for the purchases listed on the special terms sales slip. A special

#### WELLS FARGO FINANCIAL PRIVACY POLICY

For 150 years, the Wells Fargo name has been a trusted symbol of service and reliability, and we remain dedicated to these principles today. You can count on us to provide you with the responsive, professional service you deserve, and at the same time, to protect the privacy and security of your customer information. In this brochure, you'll find details about our privacy policies and procedures, as well as the opportunity to choose how information about you may be shared. We want you to make an educated choice, so please read this brochure carefully to understand the options available to you.

You have choices regarding how information about you may be shared. If you would like to opt out of information sharing with outside companies and/or within the Wells Fargo family, your preferences will be honored, and will apply to all accounts linked to your Social Security Number. If you choose to opt out, please use the form provided on the next page.

- You may notify us of your preferences at any time.
- To ensure proper processing, do not enclose other correspondence with your response.
- If you have a joint account, each account holder may select either or both options by checking the box(es) on the attached form. Any account holder can opt out on behalf of the other joint account holders.

Please read the following information carefully, to understand

Wells Fargo Financial's policies about protection and use of customer information.

- We collect and maintain customer information as part of servicing your account and administering your customer relationship.

In the course of serving you, we collect information about you from a variety of sources, such as:

- Information you provide to us on applications or forms, such as your income and accounts with others.
- Information we receive from an outside company, such as a credit bureau, regarding your credit history or employment status; or
- Information about your transactions or experiences with companies within the Wells Fargo family (the banks and other companies affiliated with Wells Fargo & Company).

- The customer information we collect is used to service your accounts and help you achieve your financial goals. Information may be used or shared within the Wells Fargo family, as well as with authorized third parties, for a number of purposes such as:

- To protect your accounts from unauthorized access or identity theft.
- To process your requests such as loan applications, purchases, and loan cash advances through ATMs.
- To service your accounts by processing payments and issuing ATM cards and account statements.
- To keep you informed about financial services that can meet your needs now and in the future.

- We share information with nonaffiliated third parties when they are acting on our behalf, or acting jointly with us. We may disclose all of the information we collect, as described above, with nonaffiliated third parties that are acting on our behalf or are acting jointly with us, including:

- Non-financial companies that perform support services for us, such as data processors, technical systems consultants and programmers, check printers, or companies that help us market our own products to you.
- Financial institutions such as insurance companies or lenders that are acting under joint programs with us, and provide financial services that are different than those we provide to you. If you prefer not to receive information about special offers from these companies, you may opt out by instructing us not to share customer information for this purpose. Indicate your preference on the attached notification form and return it to us at any time.

- Companies that participate in programs to finance your retail purchases, such as retailers and sponsors of retail credit programs. If you prefer not to receive information about special offers from these companies, you may opt out by instructing us not to share customer information for this purpose. Indicate your preference on the attached notification form and return it to us at any time.

- Others as permitted or required by laws such as credit bureaus, government entities, in responding to subpoenas and other legal processes, and those with whom you have requested us to share information.

It is important to note that we do not share customer information with outside companies for the purpose of marketing the products or services of those companies, unless you have been given the opportunity in advance to decline this option. Some state laws may impose additional restrictions on disclosure of information about customers in those states to nonaffiliated third parties for certain purposes.

- We share information within the Wells Fargo family so that our affiliates can work together to meet your financial needs.

We may disclose all of the information we collect, as described above, with our affiliated banks and companies, including:

- Our administrative and service units that, for example, service your accounts or prepare your account statements.
- Wells Fargo companies that provide financial and other services, such as consumer bankers, mortgage lenders, consumer lenders, securities broker-dealers, insurance agencies, and real estate brokerage companies. By law, information that helps us identify you or is derived from your transactions and experiences with us may be shared within the Wells Fargo family. However, you can instruct us not to share other personal financial information about you with other Wells Fargo companies. Indicate your preference on the attached notification form and return it to us at any time.

- We are committed to protecting customer information.

We are committed to protecting the security and integrity of customer information through procedures and technology designed for this purpose.

For example:

- We limit employee access to customer information to those who need to know this information in order to service customers.
- We maintain policies and procedures covering the proper physical security of workplaces and records.
- Our physical, electronic, and procedural safeguards comply with federal standards regarding the protection of customer information.
- We require independent contractors and outside companies who work with us to adhere to our strict privacy standards.
- We use technological means (such as backup files, virus detection and eradication software, firewalls, and other computer software and hardware) to protect against unauthorized access or alterations to customer data.

This disclosure applies to consumers who have, or have had, a customer relationship with one or more of the banks and companies with "Wells Fargo Financial" in their names that are affiliated with Wells Fargo Financial, Inc., as well as NowLine®. The policies and practices described in this disclosure are subject to change, but we will communicate any significant changes to you as required by applicable law. The policies and practices described in this disclosure replace all previous notices or statements regarding this subject.

subaccount is part of your credit card account, but the finance charge and minimum payment for a subaccount are handled separately from your regular subaccount and from your other special subaccounts. Terms shown on a special terms sales slip apply only to purchases listed on the special terms sales slip. Items that are purchased under the same terms and that have special terms beginning in the same billing cycle may be included in the same subaccount, even if they were purchased separately. Items that have special terms beginning in different billing cycles may be in different subaccounts, even if they were purchased at the same time.

**LENGTH OF SPECIAL TERMS.** The special terms for a purchase are in effect for the number of monthly billing cycles indicated on the sales slip or until the date indicated on the sales slip or monthly statement. The length of time special terms are in effect is subject to our rights under the paragraph headed "Transfer to Regular Subaccount." If a special terms sales slip does not indicate how long the special terms are in effect, then they are in effect until the subaccount is paid, subject to our rights under the paragraph headed "Transfer to Regular Subaccount."

**TRANSFER TO REGULAR SUBACCOUNT.** The unpaid balance of a subaccount containing an item on a special terms sales slip will be transferred to your regular subaccount at the end of the special terms but before the minimum payment is figured. We may, at our option, transfer the unpaid balance (and the Accumulated Finance Charge, if applicable) of a subaccount containing an item on a special terms sales slip to your regular subaccount any time you fail to make any required payment on your account when due. When the unpaid balance of a subaccount is transferred to your regular subaccount, the special terms end, and the unpaid balance (and Accumulated Finance Charge, if applicable) will be subject to all the terms of your regular subaccount, without modification.

**INTEREST TERMS.** A special terms sales invoice will indicate that one of the following interest terms applies:

**NO INTEREST.** If a special terms sales slip says there is no interest, it means that there is no finance charge on the subaccount containing the items sold on the sales slip until the special terms end. You may avoid finance charges on a no interest subaccount by paying the balance of the subaccount in full before the special terms end.

**NO INTEREST OPTION (SAME AS CASH).** If a special terms sales slip says there is a no interest option (same as cash), it means we figure the finance charge on the subaccount containing the items sold on the sales slip, but we do not add the finance charge to the balance of the subaccount. Instead, the finance charge is added to the total of the finance charges for the subaccount for prior months. This amount is called the Accumulated Finance Charge. If the subaccount is not paid in full before the special terms end, the balance of the subaccount and the Accumulated Finance Charge will be transferred to your regular subaccount. The monthly periodic rate used in figuring the finance charge for the subaccount and the corresponding annual percentage rate are the same as used for your regular subaccount. We figure the finance charge on a no interest option (same as cash) subaccount by applying the periodic rate to the "average daily balance" of the subaccount (including current transactions). To get the "average daily balance" we take the beginning balance of the subaccount each day, add any purchases or charges, and subtract any payments or credits. Then we add all the daily balances for the billing cycle together (credit balances are not included) and divide the total by the number of days in the billing cycle. This gives us the average daily balance. The finance charge on a purchase in a no interest option (same as cash) subaccount begins on the date the transaction is posted to your account. You may avoid finance charges on a purchase in a no interest option (same as cash) subaccount by paying the subaccount in full before the special terms end.

**SPECIAL RATE.** If a special terms sales slip shows a special rate, it means that the monthly periodic rate and corresponding annual percentage rate shown on the sales slip will be used to figure the finance charge for the subaccount instead of the monthly periodic rate and annual percentage rate used for your regular subaccount. The balance on which the finance charge is computed will be figured using the same method used for your regular subaccount. The finance charge on a transaction in a special rate subaccount begins on the date the transaction is first charged to the subaccount unless you pay the new balance for the subaccount shown on the statement listing the transaction within 25 days after the billing date. If you pay the new balance for the subaccount shown on a statement within 25 days after the billing date you will avoid finance charges for transactions under the subaccount listed on that statement. You will also avoid additional finance charges on the rest of the new balance for the subaccount.

**REGULAR RATE.** If a special terms sales slip says the rate is the regular rate, it means that the monthly periodic rate used in figuring the finance charge for the subaccount and corresponding annual percentage rate are the same as used for your regular subaccount. The balance on which the finance charge is computed will be figured using the same method for your regular subaccount. The finance charge on a transaction in a regular rate subaccount begins on the date the transaction is first charged to the subaccount unless you pay the new balance for the subaccount shown on the statement listing the transaction within 25 days after the billing date. If you pay the new balance for the subaccount shown on a statement within 25 days after the billing date you will avoid finance charges for transactions under the subaccount listed on that statement. You will also avoid additional finance charges on the rest of the new balance for the subaccount.

**SPECIAL SUBACCOUNTS MINIMUM PAYMENT.** A special terms sales slip will indicate that one of the following payment terms applies. You may pay all or part of the balance of a subaccount at any time.

**NO PAYMENT.** If a special terms sales slip says there are no payments, it means there are no monthly payments required for a subaccount containing an item on the sales slip until the special terms end. Monthly payments will be due when the unpaid balance transfers to the Regular Subaccount.

**PAYMENT IN FULL.** If a special terms sales slip says that payment in full is required during the special terms, it means the minimum monthly payment for a subaccount containing an item listed on the sales slip is the amount required to pay the subaccount in full in equal monthly payments during the special terms, rounded to the next higher dollar.

**REGULAR PAYMENTS.** If a special terms sales slip says that regular payments are required, it means that the minimum monthly payment for a subaccount containing an item on the sales slip will be figured the same way as your regular subaccount.

**CUSTOM PAYMENTS.** If a special terms sales slip says that the payment terms are custom payment terms and gives a fraction, it means that the minimum payment for the subaccount is that fraction of the highest new balance of the subaccount. The minimum payment will be rounded to the nearest dollar. For example, if the special terms sales slip says that the payment terms are "Custom 1/40th" it means that the minimum payment for the subaccount will be 1/40th of the highest new balance of the subaccount rounded to the nearest dollar. If a special terms sales slip says that the payment terms are custom payment terms and gives a dollar amount and time period, it means that the minimum payment for the subaccount will be the dollar amount given for the time period given, and thereafter regular minimum monthly payments will be required. For example, if the special terms sales slip says that the payment terms are "Custom \$25/6 mo." it means that the minimum payment for the subaccount will be \$25 for the first 6 monthly billing cycles, and thereafter will be the regular minimum monthly payment.

#### CASH ADVANCE SUBACCOUNT

These terms apply to your Cash Advance subaccount:

**CASH ADVANCE SUBACCOUNT MINIMUM PAYMENT.** The new balance for the subaccount shown on a statement is the unpaid balance of the subaccount at the end of the billing cycle. The minimum payment for the Cash Advance subaccount is 1/30th of the highest new balance of the Cash Advance subaccount, but at least \$15.00. The minimum payment will be rounded to the nearest dollar. The minimum payment will change only if subsequent Cash Advance subaccount activity increases the new balance to an amount requiring a higher minimum payment.

**WHEN FINANCE CHARGE IS IMPOSED — CASH ADVANCES.** A finance charge in the form of a cash advance fee will be imposed on each cash advance posted to the Cash Advance subaccount. In addition, a finance charge figured by applying the periodic rate will be imposed on cash advances from the day they are posted to the subaccount until the day they are paid in full. There is no time period within which to pay to avoid these finance charges.

**PERIODIC RATE.** The monthly periodic rate used to figure the finance charge for the subaccount will be a variable rate, subject to quarterly changes, and based on the prime rate. The minimum monthly periodic rate that can apply is 1.625% (ANNUAL PERCENTAGE RATE 21.90%). There is no limit on the maximum monthly periodic rate that can apply. The prime rate we use is the highest prime rate published in the Money Rates section of *The Wall Street Journal* on the first day of the month preceding the month of the rate change date. If *The Wall Street Journal* is not published on the first day of the month, we will use the prime rate in the next issue of *The Wall Street Journal*. If the prime rate is no longer published or is otherwise unavailable, we may select a comparable rate. The monthly periodic rate will increase if the prime rate increases and decrease if the prime rate decreases. An increase in the monthly periodic rate may result in increased finance charges and may increase the number of minimum monthly payments necessary to repay the balance of the subaccount. The rate change date for each quarter is the first day of the first billing cycle beginning on or after January 1, April 1, July 1 and October 1. The monthly periodic rate for a billing cycle is figured by adding 17.55 percentage points to the prime rate for that billing cycle and dividing the sum by 12. As of January 1, 2004, the monthly periodic rate was 1.625% (ANNUAL PERCENTAGE RATE 21.90%).

**CASH ADVANCE FEE.** You agree to pay a cash advance fee to your account for each cash advance you obtain. The amount of the cash advance fee will be 3% of the amount of the cash advance, but not less than \$10.00 for any single cash advance. The cash advance fee is a FINANCE CHARGE. We may from time to time waive cash advance fees for certain cash advances for a specified period of time. This means that you will not be charged for cash advance fees on those cash advances during the special terms period.

**FINANCE CHARGE.** The total finance charge for your Cash Advance subaccount for a billing cycle will be made up of any cash advance fee imposed during the billing cycle, plus the amount obtained by applying the periodic rate for the current billing cycle to the average daily balance of cash advances, plus the initial finance charge on purchases for the current billing cycle, plus the remaining finance charge on purchases for the previous billing cycle. The initial finance charge on purchases for the current billing cycle is figured by applying the periodic rate for the current billing cycle to the average daily balance of old purchases. The remaining finance charge on purchases for the previous billing cycle is figured by applying the periodic rate for the current billing cycle to the average daily balance of previous billing cycle new purchases.

**AVERAGE DAILY BALANCE OF CASH ADVANCES.** To get the average daily balance of cash advances for the subaccount we take the beginning balance of cash advances each day of the current billing cycle, add any cash advances and subtract any payments or credits that were applied to cash advances. This gives us the daily balance of cash advances. Then we add up all the daily balances of cash advances (credit balances are not included) and divide the total by the number of days in the current billing cycle. This gives us the average daily balance of cash advances.

NOTICE: See reverse side for important information. 2800 01/04 (7758) (NV) (MN)

New York residents may contact the New York State Banking Department to obtain a comparative listing of credit card rates, fees and grace periods. New York State Banking Department 1-800-522-3330

<b>ANNUAL PERCENTAGE RATE (APR) FOR PURCHASES</b>	<b>21.90%</b>
<b>OTHER APRs</b>	Cash Advance APR: 21.90%
<b>VARIABLE RATE INFORMATION</b>	Your annual percentage rate may vary. The rate is based on the prime rate, and changes quarterly. The prime rate we use is the highest prime rate published in the Money Rates section of <i>The Wall Street Journal</i> on the first day of the month preceding the month of the rate change date. If <i>The Wall Street Journal</i> is not published on the first day of the month, we will use the prime rate in the next issue of <i>The Wall Street Journal</i> . The rate change date for each quarter is the first day of the first billing cycle beginning on or after January 1, April 1, July 1, and October 1. The annual percentage rate is the prime rate plus 17.65 percentage points, with a minimum APR of 21.90%
<b>GRACE PERIOD FOR REPAYMENT OF BALANCES FOR PURCHASES</b>	You have 25 days after the billing date to repay your balance before a finance charge on purchases will be imposed.
<b>METHOD OF COMPUTING THE BALANCE FOR PURCHASES</b>	Two-cycle average daily balance (excluding new purchases)
<b>LATE PAYMENT FEE</b>	If New Balance disclosed on monthly statement is: late charge is: \$100.00 or less \$10.00 \$100.01 to \$1000.00, inclusive \$28.00 greater than \$1000.00 \$35.00
<b>OVER LIMIT FEE</b>	\$28.00
<b>CONVENIENCE PAYMENT FEE</b>	\$5.00 per payment
<b>CASH ADVANCE FEE</b>	3% of each Cash Advance with a minimum of \$10.00

Returned Instrument Fee -- \$28.00

**NOTICES:**

The information about the cost of the card described in the credit card account agreement is accurate as of January, 2004. This information may have changed after that date. To find out what may have changed, call us at 1-800-459-8451.

**IN CA:** A married applicant may apply for a separate account. After credit approval each applicant will have the right to use this account to the extent of any limit set by us, and may be liable for all amounts extended under this account to any joint applicant.

**IN NY:** A consumer report may be requested in connection with this application or any update, renewal or extension of any credit granted as a result of this application. You will be informed upon request whether a report was requested and the name and address of the consumer reporting agency that furnished the report.

**IN OH:** The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

**IN WI:** No provision of a marital property agreement (including a Statutory Individual Property Agreement pursuant to Sec. 766.587, Wis. Stat.), unilateral statement classifying income from separate property under Sec. 766.59, or court decree under Sec. 766.70 adversely affects the creditor unless the creditor is furnished with a copy of the document prior to the credit transaction or has actual knowledge of its adverse provisions at the time the obligation is incurred. Now York residents may contact the New York State Banking Department to obtain a comparative listing of credit card rates, fees and grace periods. Now York State Banking Department 1-800-522-3330

**NOTICE TO THE BUYER:**

1. Do not sign this credit agreement before you read it or if it contains any blank space.
2. You are entitled to a completely filled in copy of this credit agreement.
3. You may at any time pay your total indebtedness.

**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.**

**YOUR BILLING RIGHTS -- KEEP THIS NOTICE FOR FUTURE USE.**

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

**Notify Us in Case of Errors or Questions About Your Bill**

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the address listed on your bill. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error.

If you need more information, describe the item you are not sure about.

**Your Rights and Our Responsibilities After We Receive Your Written Notice**

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct. After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due. If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between you and us when it finally is. If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

**Special Rule for Credit Card Purchases**

If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services.

There are two limitations on this right:

- (a) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and
- (b) The purchase price must have been more than \$50.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

04-04002-0

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTAIn Re:  
Luanne K. Curtis,  
Debtor,Case No. 04-35058  
Chapter 7 Case

## VERIFICATION FOR MOTION FOR RELIEF FROM STAY

I, Kris Carroll, the Designated Agent for Wells Fargo Financial National Bank, 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 no. 7758-029007.
2. The Debtor owes the Creditor \$5,720.68, payoff amount as of September 27, 2004, plus accrued unpaid interest thereon since that date. The monthly loan payment is \$ 214.00. As of today, the loan payments are in arrears \$ 1284.00 for payments owing since 3-20-04.
3. The debt owed to the Creditor is secured by a perfected lien on numerous pieces of household furnishings purchased at Slumberland. A list of the pieces is attached as Exhibit A. The current market value of the collateral is ~~\$4,300.00~~ \$5369.45. The original purchase price was more than \$7,000.00 and all pieces were purchased during February 2004.
4. True and correct copies of the loan documents are attached as Exhibit "B".
5. Debtor has failed to reaffirm, redeem or surrender the collateral.

Dated: 9-28-04


Kris Carroll  
Wells Fargo Financial National Bank  
Recovery Dept  
PO Box 7510  
Urbandale, IA 50323

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA

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In Re:  
Luanne K Curtis,  
Debtor,

Case No. 04-35058  
Chapter 7 Case

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**MEMORANDUM OF FACT AND LAW**

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Wells Fargo Financial National Bank ("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 Debtor's possession or control.

The total net balance due on the Contract is \$5,720.68 as of September 27, 2004. On information and belief, the collateral has an NADA retail value of \$4,300.00. NADA pages showing this collateral value are attached as Exhibit "C".

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

**ARGUMENT**

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

- Failure to make the payments required by the Contract since March 20, 2004.
- Failure to make payments due post petition under the Contract.

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 \$5,720.68. 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 30, 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:  
Luanne K Curtis,  
Debtor,

Case No. 04-35058  
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 30, 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.

Luanne K Curtis  
20893 Granada Ave Cove  
Forest Lake, MN 55025

Barbara J May, Esq.  
4105 N Lexington Ave, #310  
Arden Hills, MN 55126

John A Hedback  
Chapter 7 Trustee  
2855 Anthony Lane S #201  
St. Anthony, MN 55418

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

Executed on: September 30, 2004

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

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In Re:  
Luanne K Curtis,  
Debtor,

Case No. 04-35058  
Chapter 7 Case

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**ORDER FOR RELIEF FROM THE STAY**

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Wells Fargo Financial National Bank's Motion for an order granting relief from the stay came before the Court on October 25, 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 Wells Fargo Financial National Bank to repossess and sell the household furnishings purchased as Slumberland as follows:

LEATHER CHAIR  
LEATHER SOFA  
PEWTER FUTON  
NAVY FUTON MATTRESS  
DRESSER  
SALMON RUG  
CHEST  
MIRROR  
2 NIGHT STANDS  
SLATE TOP COFFEE TABLE  
SLATE TOP SOFA TABLE  
12 X 12 GERBER DAISY  
TABLETOP GRANDFATHER CLOCK  
ACCE MISC PRINT  
JUST PEARS  
VARIOUS ACCESSORY ITEMS (VASES, CANDLES, GLASSES, COASTERS, ETC.)  
SIDE CHAIR

MATTRESS/BOX SPRINGS  
TWIN MATTRESS

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