

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA**

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In Re:

**CHAPTER 13 CASE**

Joshua S. Berghammer  
SSN XXX-XX-6336  
Stacey J. Berghammer  
Stacey J. Siefert  
SSN XXX-XX-0420

**CASE NO. 04-35093 GFK**

Debtor.

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

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

1. Bank of America, N.A. (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 November 8, 2004, at 10:30 a.m., or as soon thereafter as counsel can be heard, before the Honorable Gregory F. Kishel in Courtroom 228B 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 November 3, 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 28, 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 30, 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 \$79,500.00, as evidenced by that certain Promissory Note dated May 16, 2001, a copy of which is attached hereto as Exhibit "A", together with interest thereon.

7. Debtor's indebtedness is secured by a mortgage on real estate in which Debtor has an interest as evidenced by that certain mortgage deed dated May 16, 2001, executed by Joshua S. Berghammer, a single person, recorded on May 17, 2001, as Document No. 452304, a copy of which is attached hereto as Exhibit "B". The name and address of the original creditor is contained in the attached Exhibit "B". The property is located in Goodhue County, Minnesota and is legally described as follows to-wit:

Part of Lot 2 in Block 7 of Freeborn and Co's Addition to Red Wing, according to the plat thereof on file and of record in the office of the County Recorder for the County of Goodhue, State of Minnesota, described as follows: Beginning at a point on the Southeasterly line of West Avenue 200 feet Southwesterly from the most Northerly corner of said Lot 2, running thence Southwesterly along the Southeasterly line of West Avenue 40 feet, thence at right angles Southeasterly 110 feet, thence at right angles Northeasterly 44 feet, thence in a straight line Northwesterly to the place of beginning.

Secured Creditor is now the holder of said mortgage 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 21, 2004, Debtor is delinquent in the making of post-petition monthly payments as required for the months of September, 2004 October, 2004, inclusive, in the amount of \$693.22 each; accruing late charges of \$52.90 and attorneys fees and costs of \$700.00. Debtor has failed to make any offer of adequate protection.

10. Secured Creditor desires to protect its interest in the aforementioned property and requests

the Court to vacate the stay of actions and allow foreclosure pursuant to Minnesota law.

11. 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 mortgage foreclosure proceedings under Minnesota law and for such other relief as may be just and equitable.

Dated this 21st 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.

LOAN NUMBER: 6498431631

**NOTE**

05/18/01

RED WING

MN

(Date)

(City)

(State)

907 WEST AVENUE, RED WING, MN 55088

(Property Address)

**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$ 79,500.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is BANK OF AMERICA, N.A.

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

**2. INTEREST**

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 7.000 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

**3. PAYMENTS****(A) Time and Place of Payments**

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1ST day of each month beginning on JULY 01, 2001.

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on JUNE 01, 2031 I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at BANK OF AMERICA, P.O. BOX 9000, GETZVILLE, NY 14068-9000 or at a different place if required by the Note Holder.

**(B) Amount of Monthly Payments**

My monthly payment will be in the amount of U.S. \$ 528.92.

**4. BORROWER'S RIGHT TO PREPAY**

I HAVE THE RIGHT TO MAKE PAYMENTS OF PRINCIPAL AT ANY TIME BEFORE THEY ARE DUE. A PAYMENT OF PRINCIPAL ONLY IS KNOWN AS A "PREPAYMENT." WHEN I MAKE A PREPAYMENT, I WILL TELL THE NOTE HOLDER IN WRITING THAT I AM DOING SO. I MAY NOT DESIGNATE A PAYMENT AS A PREPAYMENT IF I HAVE NOT MADE ALL THE MONTHLY PAYMENTS DUE UNDER THIS NOTE.

I MAY MAKE A FULL PREPAYMENT OR PARTIAL PREPAYMENT WITHOUT PAYING ANY PREPAYMENT CHARGE. AFTER PAYING ANY LATE FEES OR OUTSTANDING FEES THAT I OWE, THE NOTE HOLDER WILL USE MY PREPAYMENTS TO REDUCE THE AMOUNT OF PRINCIPAL THAT I OWE UNDER THIS NOTE. HOWEVER, THE NOTE HOLDER MAY APPLY MY PREPAYMENT TO THE ACCRUED AND UNPAID INTEREST ON THE PREPAYMENT AMOUNT BEFORE APPLYING MY PREPAYMENT TO REDUCE THE PRINCIPAL AMOUNT OF THIS NOTE. IF I MAKE A PARTIAL PREPAYMENT, THERE WILL BE NO CHANGES IN THE DUE DATES OR IN THE AMOUNT OF MY MONTHLY PAYMENT UNLESS THE NOTE HOLDER AGREES IN WRITING TO THOSE CHANGES.

2a.

\$	182.85
Mortgage Registry Tax Annual	
5/18/01 # 164515	
Date	Rec. Copy #
<i>Jacob</i>	
Goodhue County Register/Recorder	
Deputy:	

DOC: 452304

Recorded  
MAY 17, 2001 AT 02:30PM

Signed: *[Signature]*

GOODHUE COUNTY RECORDER  
1010 WINE, MINNESOTA

Fee Amount: \$20.50



# MORTGAGE

Return To: LOAN # 6498431631  
 FL9-700-01-01, JACKSONVILLE POST CLOSING  
 BANK OF AMERICA  
 9000 SOUTHSIDE BLVD., BLDG 700, FILE RECEIPT DEPT.  
 JACKSONVILLE, FL 32258

## DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated MAY 16, 2001 together with all Riders to this document.
- (B) "Borrower" is JOSHUA S BERGHAMMER, A SINGLE PERSON

Borrower is the mortgagor under this Security Instrument.

MINNESOTA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3024 1/01

---GIMN (000)

Page 1 of 18

Initials: *[Signature]*

VMP MORTGAGE FORMS - (000) 21-7281

CMN 05/15/01 9:04 AM 6498431631



EXHIBIT B

(C) "Lender" is BANK OF AMERICA, N.A.

Lender is a NATIONAL BANKING ASSOCIATION organized and existing under the laws of THE UNITED STATES OF AMERICA Lender's address is 8300 NORMAN CENTER DR, 10TH FL, BLOOMINGTON, MN 55437

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated MAY 16, 2001 The Note states that Borrower owes Lender SEVENTY NINE THOUSAND FIVE HUNDRED AND 00/100 Dollars

(U.S. \$ 79,500.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than JUNE 01, 2031

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower (check box as applicable):

- Adjustable Rate Rider
- Balloon Rider
- VA Rider
- Condominium Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Second Home Rider
- 1-4 Family Rider
- Other(s) [specify]

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) "Escrow Items" means those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

**TRANSFER OF RIGHTS IN THE PROPERTY**

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns, with power of sale, the following described property located in the COUNTY [Type of Recording Jurisdiction]

of GOODHUE [Name of Recording Jurisdiction]:

"LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF."

Parcel ID Number 551800790  
807 WEST AVENUE  
RED WING  
("Property Address"):

which currently has the address of  
[Street]  
(City) , Minnesota 55066 [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security

Initials: 

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

\_\_\_\_\_

  
\_\_\_\_\_  
JOSHUA S. BERNHAMMER (Seal)  
-Borrower

\_\_\_\_\_

\_\_\_\_\_  
(Seal)  
-Borrower

STATE OF MINNESOTA,

Goodhue

County ss:

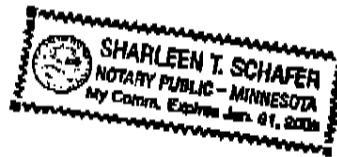
On this 16 day of May, 2001

before me appeared

Joshua S. Berghammer, a single person

to me personally known to be the person(s) described in and who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their free act and deed.

*Sharleen T. Schaffer*  
Notary Public  
My Commission Expires:



This instrument was drafted by:

JAYNE BERGERON  
BANK OF AMERICA, N.A.  
8300 NORMAN CENTER DR, 10TH FL  
BLOOMINGTON, MN 55437

Tax statements for the real property described in this instrument should be sent to:

TRANSAMERICA REAL ESTATE TAX SERVICE, LENDER # 2318  
6053 SO FASHION SQUARE DR #200  
MURRAY, UT 84107

*JSP*

Part of Lot 2 in Block 7 of Freeborn and Co's Addition to Red Wing, according to the plat thereof on file and of record in the office of the County Recorder for the County of Goodhue, State of Minnesota, described as follows:

Beginning at a point on the Southeasterly line of West Avenue 200 feet Southwesterly from the most Northerly corner of said Lot 2, running thence Southwesterly along the Southeasterly line of West Avenue 40 feet, thence at right angles Southeasterly 110 feet, thence at right angles Northeasterly 44 feet, thence in a straight line Northwesterly to the place of beginning.

abstract

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA**

---

In Re:

**CHAPTER 13 CASE**

Joshua S. Berghammer  
SSN XXX-XX-6336  
Stacey J. Berghammer  
Stacey J. Siefert  
SSN XXX-XX-0420

**CASE NO. 04-35093 GFK**

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 21, 2004, Debtor is delinquent for post-petition monthly payments as required for the months of September, 2004 October, 2004, in the amount of \$693.22 each; accruing late charges of \$52.90 and attorneys fees and costs of \$700.00.

2. Debtor has failed to make any offer of adequate protection.

Furthermore, Debtor has failed to meet its contractual obligations to make payments as they become due after the filing of the bankruptcy petition, which failure constitutes "cause" entitling the Secured Creditor to relief from the automatic stay under 11 U.S.C. § 362(d)(1). A continued failure by Debtor to maintain regular payments to Secured Creditor is sufficient cause to entitle Secured Creditor to relief from the automatic stay. See In re Taylor, 151 B.R. 646 (E.D.N.Y., 1993) and In re Davis, 64 B.R. 358 (Bkrtcy. S.D.N.Y., 1986).

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

Dated this 21st 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

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA**

In Re:

**CHAPTER 13 CASE****CASE NO. 04-35093 GFK**

Joshua S. Berghammer  
SSN XXX-XX-6336  
Stacey J. Berghammer  
Stacey J. Siefert  
SSN XXX-XX-0420

**AFFIDAVIT OF  
DAN ARNTSEN**

Debtor.

Dan Arntsen, being first duly sworn on oath, deposes and states:

1. That he is the Bankruptcy Manager of Fidelity National Foreclosure Services.

2. /Bank of America, N.A., is now the holder of a mortgage on real property in which the debtor has an interest. The debtor's indebtedness is evidenced by that certain mortgage deed dated May 16, 2001, executed by Joshua S Berghammer, a single person, recorded May 17, 2001, as Document No. 452304. The property is located in Goodhue County, Minnesota and is legally described as follows, to-wit:

Part of Lot 2 in Block 7 of Freeborn and Co's Addition to Red Wing, according to the plat thereof on file and of record in the office of the County Recorder for the County of Goodhue, State of Minnesota, described as follows: Beginning at a point on the Southeasterly line of West Avenue 200 feet Southwesterly from the most Northerly corner of said Lot 2, running thence Southwesterly along the Southeasterly line of West Avenue 40 feet, thence at right angles Southeasterly 110 feet, thence at right angles Northcasterly 44 feet, thence in a straight line Northwesterly to the place of beginning.

3. That he has reviewed the account records relating to the Berghammer mortgage loan, account no. 6498431631.

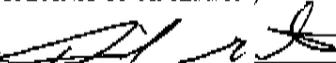
4. That as of October 18, 2004, the following amounts were owing on this account:

Unpaid Principal:	\$77,445.77
Interest through October 18, 2004	5,228.26
Attorney's Fees:	700.00
Late Charges:	26.45
Property Inspection Fees:	7.30
Escrow Advance:	1,338.79
<b>TOTAL:</b>	<b>\$84,746.57</b>

5. That the mortgage loan is delinquent for post-petition monthly mortgage payments for the months of September, 2004 through October, 2004 in the amount of \$693.22 each.

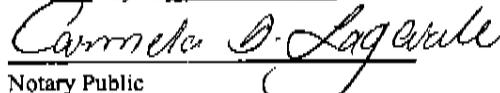
6. This affidavit is given in support of the motion of Bank of America, N.A. for relief from the automatic stay.

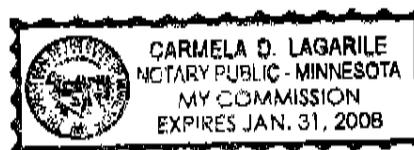
FIDELITY NATIONAL FORECLOSURE SERVICES, ATTORNEY IN FACT  
FOR BANK OF AMERICA, N.A.

By: 

Its Bankruptcy Manager

Subscribed and sworn to before me  
this 19 day of Oct., 2004.

  
Notary Public



**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA**

---

In Re:

**CHAPTER 13 CASE**

Joshua S. Berghammer  
SSN XXX-XX-6336  
Stacey J. Berghammer  
Stacey J. Siefert  
SSN XXX-XX-0420

**CASE NO. 04-35093 GFK**

Debtor.

**UNSWORN DECLARATION  
FOR PROOF OF SERVICE**

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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 21, 2004, I served the annexed Notice of Hearing and Motion for Relief from Stay, Memorandum in Support of Motion for Relief, Affidavit of Dan Arntsen, 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:

Joshua S. Berghammer  
Stacey J. Berghammer  
807 West Ave  
Red Wing, MN 55066

Jasmine Z. Keller  
12 South 6<sup>th</sup> St Ste 310  
Minneapolis, MN 55402

Richard M. Schreiber  
Schreiber Law Office, LLC  
PO Box 2273  
Inver Grove Heights, MN 55076

U.S. Trustee  
1015 U.S. Courthouse  
300 South 4<sup>th</sup> Street  
Minneapolis, MN 55415

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

Dated this 21st day of October, 2004.

/e/ Joanna Cheyka  
Joanna Cheyka

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA**

---

In Re:

Joshua S. Berghammer  
SSN XXX-XX-6336  
Stacey J. Berghammer  
Stacey J. Siefert  
SSN XXX-XX-0420

**CHAPTER 13 CASE**

**CASE NO. 04-35093 GFK**

Debtor.

**ORDER**

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The above entitled matter came on for hearing upon motion of Bank of America, N.A. (hereinafter "Secured Creditor"), pursuant to 11 U.S.C. § 362 on November 8, 2004, at U.S. Courthouse, 316 North Robert Street, St. Paul, Minnesota. Appearances were as noted in the record. The Chapter 13 Trustee filed her Report of Standing Trustee in response to this motion. 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 mortgage deed dated May 16, 2001, executed by Joshua S. Berghammer, a single person, recorded on May 17, 2001, as Document No. 452304 covering real estate located in Goodhue County, Minnesota, legally described as follows, to-wit:

Part of Lot 2 in Block 7 of Freeborn and Co's Addition to Red Wing, according to the plat thereof on file and of record in the office of the County Recorder for the County of Goodhue, State of Minnesota, described as follows: Beginning at a point on the Southeasterly line of West Avenue 200 feet Southwesterly from the most Northerly corner of said Lot 2, running thence Southwesterly along the Southeasterly line of West Avenue 40 feet, thence at right angles Southeasterly 110 feet, thence at right angles Northeasterly 44 feet, thence in a straight line Northwesterly to the place of beginning

and may pursue its remedies under state law in connection with the subject note and mortgage deed.

Notwithstanding Federal Rule of Bankruptcy Procedure 4001(a)(3), this Order is effective immediately.

Dated: \_\_\_\_\_  
Judge of Bankruptcy Court