
In Re:
Patricia A Scott,
AKA Patricia A Ellis,
Debtor,

Case No. 04-35220

Chapter 13 Case

NOTICE OF HEARING AND MOTION FOR RELIEF FROM THE STAY

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

1. Ford Motor Credit Company moves the Court for the relief requested below and gives notice of hearing.
2. The Court will hold a hearing on this motion on October 20, 2004 at 9:30 AM o'clock, in Courtroom No. 228A, at the United States Courthouse, 316 North Robert Street, St. Paul, MN.
3. Any response to this motion must be filed and delivered not later than October 15, 2004, which is three days before the time set for the hearing (excluding Saturdays, Sundays, and holidays), or filed and served by mail not later than October 8, 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 September 7, 2004. The case is now pending in this court.
5. This motion arises under 11 U.S.C. §362(d), §365(a) and (d), and 1301(c), and Fed. R. Bankr. P. 4001 and 6006. 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 of §362(a), to terminate the lease and to repossess the 2002 Mercury Cougar Cpe 2D vehicle leased to Debtor, and from the codebtor stay to pursue collection and repossession remedies against the codebtor,

Devonda A Scott, and requests the court permit Movant to immediately enforce the order requested, without the 10 day stay imposed by Rule 4001(a)(3).

6. Movant requests relief under §362(d)(2). Debtor has no equity in the vehicle and the vehicle is not necessary to an effective reorganization. Movant requests relief for cause under §362(d)(1). Failure to assume the Lease and to provide adequate protection or adequate assurance of future performance under the Lease constitutes cause.
7. Movant requests relief from the codebtor stay under §1301(c)(1) and (2). The codebtor received consideration for the claim upon becoming a co-owner or co-lessee of the vehicle. Also, the Plan is not providing for payment.
8. If testimony is necessary as to any facts relevant to this motion, the person who signed the verification to this motion or some other representative for Movant, from Movant's offices in Minnesota, will testify regarding the Lease terms and default.
9. 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.
10. A separate Memorandum of Fact and Law is attached hereto and made a part hereof.

WHEREFORE, Ford Motor Credit Company moves the Court for an order modifying the automatic stay of §362(a) and the codebtor stay of §1301(a), if applicable, 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.

STATE OF MINN CERTIFICATE OF TITLE FOR

VEHICLE IDENTIFICATION NUMBER 1ZWFT603725600026	YEAR 02	MAKE MERC	MODEL/BODY 2H CU4	TITLE NUMBER 80230P542
DATE ISSUED 01/25/02	ODOMETER 20	TAX BASE 016995	CODE 09	PLATE NUMBER HMU889
NEW		EXP 10/29/01	EXP 09	CENTRAL OFFICE USE ONLY
NO SECURITY INTERESTS DOB OWNER				
FORD CREDIT TITLING TRUST LSR				
PO BOX 105704 ATLANTA GA 30348-5704				

ASSIGNMENT OF OWNERSHIP

<p>ODOMETER DISCLOSURE STATEMENT. I (WE) CERTIFY THAT THE ODOMETER NOW READS _____ (NO TENTHS) MILES AND TO THE BEST OF MY KNOWLEDGE THE ODOMETER MILEAGE IS:</p> <p><input type="checkbox"/> ACTUAL MILEAGE</p> <p><input type="checkbox"/> EXCEEDS MECHANICAL LIMITS OF ODOMETER</p> <p><input type="checkbox"/> NOT ACTUAL MILEAGE — WARNING ODOMETER DISCREPANCY</p>	<p>DAMAGE DISCLOSURE STATEMENT. TO THE BEST OF MY KNOWLEDGE THIS VEHICLE <input type="checkbox"/> HAS <input type="checkbox"/> HAS NOT (CHECK ONE) SUSTAINED DAMAGE IN EXCESS OF 70% ACTUAL CASH VALUE.</p> <p>POLLUTION SYSTEM DISCLOSURE STATEMENT. TO THE BEST OF MY KNOWLEDGE THE POLLUTION CONTROL SYSTEM ON THIS VEHICLE INCLUDING THE RESTRICTED GASOLINE PIPE <input type="checkbox"/> HAS <input type="checkbox"/> HAS NOT (CHECK ONE) BEEN REMOVED, ALTERED OR RENDERED INOPERATIVE.</p> <p>Assignment: I (we) certify that this vehicle is free from all security interests, warrant title, and assign the registration tax and vehicle to:</p>	
SELLER'S PRINTED NAME(S)	DATE OF SALE	BUYER'S PRINTED NAME(S)
SELLER'S ADDRESS	DEALER LICENSE #	BUYER'S ADDRESS
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
SELLER'S SIGNATURE(S)		BUYER'S SIGNATURE(S)

IMPORTANT — PLEASE READ: All information collected on a motor vehicle application is required by law and is used to identify your motor vehicle. Failure to provide required information may result in denial of the requested action. Except for certain uses permitted by federal and state laws, personal information contained in your application may not be disclosed to anyone without your express consent. You may expressly consent to the disclosure of your information by writing to the following address:

MINNESOTA DEPARTMENT OF PUBLIC SAFETY
DRIVER AND VEHICLE SERVICES DIVISION
445 MINNESOTA STREET, ST. PAUL, MINNESOTA 55101
PHONE 651-297-2126 TTY 651-282-6555
www.dps.state.mn.us/dvs

PS2700-11



KEEP IN A SAFE PLACE. ANY ALTERATION OR ERASURE VOIDS THIS TITLE

SELLER'S NOTICE OF SALE

When you sell this vehicle, you are responsible to file the information below with the Department of Public Safety within 10 days. You may file over the Internet at www.dps.state.mn.us/dvs or complete this post card and mail. **This notice is not required if sold to a licensed dealer.** MN Statute 168A.10



80230P542	1ZWFT603725600026
Title Number	Vehicle Identification Number
Date of Sale	
Purchaser's Driver License Number (if any)	
Purchaser's Full Name	Purchaser's Date of Birth
Street Address	
City	County
State	Zip Code

EXHIBIT

PLEASE PRINT

MINNESOTA MOTOR VEHICLE REGISTRATION CARD

YR	MK	MDL	
02	MERC	2H CU4	
VIN			
1ZWFT603725600026			
GROSS VEHICLE WEIGHT/BASE VALUE 016995			
PLATE #		EXP	
HMU889		09/30/02	
STICKER #		TAX	
B3832332		221.00	
RECORDED OWNER(S):			
FORD CREDIT TITLING TRUST			
PO BOX 105704			
ATLANTA GA 30348-5704			



Lessee (and Co-Lessee) - Name and Address (including County):
DEVONDA ALISHA SCOTT
3524 ST PAUL MN 55117 RANSEY



Lessor - Name and Address:
WHITE BEAR LINCOLN MERCURY
WHITE BEAR LAKE, MN 55110

NOV 02 2001

"Ford Credit" is Ford Motor Credit Company. The "Holder" is FORD CREDIT TITLING TRUST / LESSOR and its assigns. By signing "You" (Lessee and Co-Lessee) agree to lease this Vehicle according to the terms on the front and back of this lease.

Table with columns: New/Used/Demo, Mileage at Delivery, Year/Make/Model, GVW if Truck (lbs.), Vehicle ID #, Vehicle Use.

Table with 4 columns: 1. Amount Due At Lease Signing or Delivery, 2. Monthly Payments, 3. Other Charges, 4. Total of Payments.

Table with 2 columns: 5. Amounts Due At Lease Signing or Delivery, 6. How the Amount Due at Lease Signing or Delivery will be paid.

Table with 2 columns: 7. Your monthly payment is determined as shown below: a. Gross capitalized cost, b. Capitalized cost reduction, c. Adjusted capitalized cost, etc.

Early Termination. You may have to pay a substantial charge if You end this lease early. The charge may be up to several thousand dollars. The actual charge will depend on when the lease is terminated. The earlier You end the lease, the greater this charge is likely to be.

11. WARRANTY The Vehicle is covered by any warranty extended warranty or service contract indicated below.

15. LIFE, DISABILITY AND OTHER INSURANCE These coverages are not required to enter into this lease and will not be provided unless You sign below. If insurance is to be obtained by Lessor, the coverages are shown in a notice given to You this date and are for the term of this lease.

12. OFFICIAL FEES AND TAXES \$ 1376.21 The estimated total amount You will pay for official and license fees, registration, title and taxes over the term of Your lease, whether included with Your monthly payments or assessed otherwise.

14. LATE PAYMENTS You will pay a late charge on each payment that is not received within 10 days after it is due. The charge is 7.5% of the full amount of the scheduled payment or \$50.00 whichever is less.

Table with 6 columns: Agreed Upon Value of the Vehicle, Sales Tax & Other Applicable Taxes, Title Fees, License & Registration Fees, Extended Warranty & Service Contract, Acquisition Fee.

SIGNATURES AND IMPORTANT NOTICES

Modification: This lease sets forth all of the agreements of Lessor and You for the lease of the Vehicle. There is no other agreement. Any change in this lease must be in writing and signed by You and Ford Credit.

NOTICE: (1) Do not sign this lease before You read it or if it has any blank space to be filled in. (2) You have the right to get a filled-in copy of this lease. You state that You have been given a filled-in copy of this lease at the time You sign it and notice of an assignment of this lease by the Lessor to Holder.

Lessor is hereby notified that Holder has assigned to "Intermediary," as defined in the Red Carpet Lease Assignment, its rights (but not its obligations) with respect to the purchase of this Vehicle and the sale of this Vehicle at lease termination.

FC - 18505-P NOV 00 Previous editions may NOT be used.

EXHIBIT

17. VEHICLE USE AND SUBLEASING You will not use, or permit others to use the Vehicle (a) in violation of any law, (b) contrary to the provisions of any insurance policies covering the Vehicle, (c) outside the state in which first used or registered if more than 30 days without Ford Credit's written consent, (d) outside the United States, except for less than 30 days in Canada or (e) as a private or public carrier. You will keep this lease and Vehicle free of all liens and encumbrances. You will not assign or sublease any interest in the Vehicle or lease without Ford Credit's written consent.

18. VEHICLE MAINTENANCE AND OPERATING COSTS Proper Vehicle maintenance is Your responsibility. You must maintain and service the Vehicle at Your own expense, using materials that meet the manufacturer's specifications. This includes following the owner's manual and maintenance schedule, documenting maintenance performed, and making all needed repairs. You are also responsible for all operating costs such as gas and oil. Lessor will provide the service(s), if any, identified in the Lessor Services section under the terms of a separate agreement. The manufacturer will invalidate warranty coverage on parts affected by a failure to maintain the Vehicle as required by the manufacturer. (See Lessor Services on the front of lease)

19. DAMAGE REPAIR You are responsible for repairs of All Damage which are not a result of normal wear and use. These repairs include, but are not limited to, those necessary to return the Vehicle to its pre-accident condition, including repairs to Exterior Sheet Metal and Plastic Components, and to Vehicle Safety Systems, including air bag, seat belt and bumper system components. Replacement of Sheet Metal must be made with Original Equipment Manufacturer Sheet Metal. All other repairs must be made with Original Equipment Manufacturer parts or those of equal quality. Discuss this requirement with Your insurance company prior to signing a collision repair estimate or before authorizing any collision repair work.

If You have not had the repairs made before the Vehicle is returned at the scheduled end of this lease, You will pay the estimated costs of such repairs, even if the repairs are not made prior to Holder's sale of the Vehicle.

ENDING YOUR LEASE

21. TERMINATION This lease will terminate (end) upon (a) the end of the term of this lease, (b) the return of the Vehicle to Lessor, and (c) the payment by You of all amounts owed under this lease. Ford Credit may cancel this lease if You default.

22. RETURN OF VEHICLE If You do not buy the Vehicle, at lease end You must return it to Lessor unless Ford Credit specifies another place. If You fail to return the Vehicle, You must continue to pay the monthly payments plus other damages to Ford Credit, including amounts payable under default. Payment of these amounts will not allow You to keep the Vehicle.

23. STANDARDS FOR EXCESS WEAR AND USE You are responsible for all repairs to the Vehicle that are not the result of normal wear and use. These repairs include, but are not limited to those necessary to repair or replace: (a) Tires which are unmatched, unsafe or have less than 1/8 inch of remaining tread in any place; (b) Electrical or Mechanical defects or malfunctions; (c) Glass, Paint, Body Panels, Trim and Grill Work that are broken, mismatched, chipped, scratched, pitted, cracked, or if applicable, dented or faded; (d) Interior tips, stains, burns or worn areas; and (e) All Damage which would be covered by collision or comprehensive insurance, whether or not such insurance is actually in force. Replacement of Sheet Metal must be made with Original Equipment Manufacturer Sheet Metal. All other repairs must be made with Original Equipment Manufacturer parts or those of equal quality. Your use or repair of the vehicle must not invalidate any warranty.

If You have not had the repairs made before the Vehicle is returned at the scheduled end of this lease, You will pay the estimated costs of such repairs, even if the repairs are not made prior to Holder's sale of the Vehicle.

24. ODOMETER STATEMENT Federal law requires You to complete a statement of the Vehicle's mileage at the end of this lease.

25. VOLUNTARY EARLY TERMINATION AND RETURN THE VEHICLE You may terminate the lease early, if you are not in default, by returning the Vehicle to Lessor and paying the following: (a) an early termination fee of \$200, plus (b) the difference, if any, between the Unpaid Adjusted Capitalized Cost and the Vehicle's Fair Market Wholesale Value, plus (c) all other amounts then due under this lease. You will never pay more than the sum of the remaining unpaid lease payments, plus any excess wear and use and mileage charges, and all other amounts then due under this lease.

VOLUNTARY EARLY TERMINATION AND PURCHASE THE VEHICLE You may purchase the Vehicle from Lessor at any time for the sum of the remaining payments, less any unearned Rent Charges, plus the purchase option price and all other amounts then due under this lease.

Unpaid Adjusted Capitalized Cost is reduced on each payment due date. It is calculated by reducing the Adjusted Capitalized Cost each month by the difference between the Base Monthly Payment and the part of the Rent charges earned in that month on an actuarial basis. Rent charges are earned when due. Lessor or Ford Credit will provide You with a written explanation of the actuarial method upon Your request.

Fair Market Wholesale Value, at Your option, will be: (a) an amount agreed to by You and the Lessor, or (b) the value which could be realized at the wholesale sale of the Vehicle, as determined by a professional appraisal obtained by You at Your expense within 10 days from termination from an independent third party agreeable to Ford Credit, or (c) if not established by agreement or appraisal, the net amount received by Ford Credit upon the sale of the Vehicle at wholesale.

Please contact Ford Credit at 1-800-727-7000 or www.fordcredit.com if You have any questions regarding terminating Your Red Carpet Lease.

DEFAULT AND LOSS OF VEHICLE

26. DEFAULT You will be in default if (a) You fail to make any payment when due, or (b) a bankruptcy petition is filed by or against You, or (c) any governmental authority seizes the Vehicle and does not promptly and unconditionally release the Vehicle to You, or (d) You have provided false or misleading material information when applying for this lease, or (e) You fail to keep any other agreement in this lease.

If You are in default, Ford Credit may cancel this lease, take back the Vehicle and sell it at a public or private sale. You also give Ford Credit the right to go on Your property to peacefully retake the Vehicle. Even if Ford Credit releases the Vehicle, You must still pay at once: (a) the difference, if any, between the Unpaid Adjusted Capitalized Cost and the value which could be realized at the sale of the Vehicle, plus (b) all other amounts then due under this lease. The value which could be realized at the sale of the Vehicle at Your option will be: (a) the net amount received by Ford Credit upon the sale of the Vehicle at wholesale, or (b) as determined by a professional appraisal obtained by You at Your expense within 10 days from default, from an independent third party agreeable to Ford Credit. You must also pay all expenses, including reasonable attorneys fees, payable by Ford Credit to obtain, hold and sell the Vehicle, collect amounts due and enforce Holder's rights under this lease. You authorize Ford Credit to cancel Your insurance and apply any proceeds to Your obligation.

27. LOSS OR DESTRUCTION OF VEHICLE If the Vehicle is stolen or destroyed, You will pay to Ford Credit: (a) the Unpaid Adjusted Capitalized Cost, plus (b) all other amounts then due under this lease, minus (c) any insurance proceeds received by Ford Credit. **Gap Waiver:** If You had in effect the insurance required under this lease and Ford Credit receives the full proceeds, You will pay to Ford Credit: (a) any past due monthly lease payments, plus (b) the amount of the applicable insurance deductible, plus (c) all other amounts then due under this lease. Even if the Vehicle is insured, until Ford Credit receives the appropriate amount above, You are responsible for the scheduled monthly payments.

ADDITIONAL INFORMATION

28. ASSIGNMENT AND ADMINISTRATION When You and Lessor sign this lease, Lessor will assign it to Holder, Ford Credit or a substitute will administer this lease. You must then pay all amounts due under this lease to Ford Credit.

If Ford Credit is not the Holder of this lease, Holder has appointed Ford Credit as its agent. As agent for Holder, Ford Credit has the power to act on Holder's behalf to administer, enforce, and defend this lease. If Lessor has agreed to repair or maintain the Vehicle, obtain any insurance or perform any other service, You will look only to the Lessor for these services.

29. TAXES You will promptly pay all fees, charges, and taxes relating to the lease or Vehicle (except for Lessor's or Holder's income taxes). You will pay these amounts even if they are assessed after lease end.

30. TITLING The Vehicle will be titled in the name of Holder. You will register the Vehicle as directed by Ford Credit. You will pay all license, title and registration costs.

31. LIFE INSURANCE If Ford Credit receives the benefits paid under any life insurance described on the reverse side, this lease will continue if there is a Co-Lessee. Any Co-Lessee will pay when due all amounts not paid by the insurance. If there is no Co-Lessee, Ford Credit will accept a reasonable replacement designated by Your estate who agrees in writing to perform Your obligations not covered by the insurance.

32. INDEMNITY You will indemnify and hold harmless Lessor, Ford Credit and Holder and their assigns from any loss or damage to the Vehicle and its contents and from all claims, losses, injuries, expenses and costs related to the use, maintenance, or condition of the Vehicle. You will promptly pay all fines and tickets imposed on the Vehicle or its driver. If You do not pay, You will reimburse Ford Credit and pay a \$20 administration fee, unless prohibited by law, for every such fine, ticket, or penalty that must be paid on Your behalf.

33. SECURITY DEPOSIT Your security deposit may be used by Ford Credit to pay all amounts that You fail to pay under this Lease. You will not receive any interest, profits or other earnings on Your security deposit(s).

34. GENERAL Except as otherwise provided by the law of the state where You reside, the law that will apply to this lease is the law of the state where the Lessor's place of business is, as set forth on the front of the lease. If that law does not allow any of the agreements in this lease, the ones that are not allowed will be void. The rest of this lease will still be good.

50 MERCEDES-BENZ

PASSENGER CARS

Trade-In	BODY TYPE	Model No.	Loan	Retail	Trade-In	BODY TYPE	Model No.	Loan	Retail
41550	Roadster 2D SL600	FA76	37400	47000	MERCEDES-BENZ				
MERCEDES-BENZ OPTIONS					1998 C CLASS MC: IV				
725	Add Sport Pkg. (Ex. C Class, AMG 43/55 Cars)		725	825	10375	Sedan 4D C230	HA23	9350	12725
250	Add Bose (C230, E320)		250	300	11775	Sedan 4D C280	HA29	10600	14300
100	Add CD (Std. SL600)		100	125	19650	Sedan 4D C43	HA33	17700	22925
500	Add Navigation System (Std. S/CL Class)		500	575	1998 E CLASS MC: V				
550	Add Power Sunroof (Std. C43, E55, S/CL Class)		550	625	15250	Sedan 4D E300TD	JF25	13725	18100
525	Deduct W/out AT		525	525	15250	Sedan 4D E320	JF65	13725	18100
400	Deduct W/out Leather		400	400	16750	Sedan E320 (AWD)	JF82	15075	19700
MERCEDES-BENZ					17250	Sedan 4D E430	JF70	15525	20375
1999 C CLASS MC: IV					16350	Wagon 4D E320	JH65	14725	19275
12075	Sed C230 S'Charged	HA24	10875	14700	17850	Wagon E320 (AWD)	JH82	16075	21025
13475	Sedan 4D C280	HA29	12150	16200	1998 S CLASS MC: V				
21875	Sedan 4D C43	HA33	19700	25300	18375	Sedan 4D S320W	GA32	16550	22050
1998 E CLASS MC: V					19075	Sedan 4D S320V	GA33	17175	22800
17275	Sedan 4D E300TD	JF25	15550	20400	20875	Sedan 4D S420	GA43	18800	24725
17425	Sedan 4D E320	JF65	15700	20575	24250	Sedan 4D S500	GA51	21825	28400
19125	Sedan E320 (AWD)	JF82	17225	22375	36450	Sedan 4D S600	GA57	32825	41625
19675	Sedan 4D E430	JF70	17725	22950	1998 CLK CLASS MC: IV				
29575	Sedan 4D E55	JF74	26625	34175	16875	Coupe 2D CLK320	LJ65	15200	19825
18525	Wagon 4D E320	JH65	16675	21750	1998 CL CLASS MC: V				
20225	Wagon E320 (AWD)	JH82	18225	23550	26375	Coupe 2D CL500	GA70	23750	30650
1999 S CLASS MC: V					35025	Coupe 2D CL600	GA76	31525	40125
20175	Sedan 4D S320W	GA32	18175	23975	1998 SLK CLASS MC: IV				
20975	Sedan 4D S320V	GA33	18900	24825	16775	SLK230 S'Charged	KK47	15100	19725
22775	Sedan 4D S420	GA43	20500	26825	1998 SL CLASS MC: V				
26200	Sedan 4D S500	GA51	23600	30475	27225	Roadster 2D SL500	FA67	24525	31675
38400	Sedan 4D S600	GA57	34575	43700	32250	Roadster 2D SL600	FA76	29025	37200
1999 CLK CLASS MC: IV					MERCEDES-BENZ OPTIONS				
19300	Coupe 2D CLK320	LJ65	17375	22575	525	Add Sport Pkg. (Ex. C Class)		525	600
23000	Coupe 2D CLK430	LJ70	20700	26675	450	Add Power Sunroof (Std. C43, S/CL Class)		450	500
27650	Conv 2D CLK320	LK65	24900	31725	200	Add Traction Cont (C230)		200	225
1999 CL CLASS MC: V					300	Deduct W/out Leather		300	300
28550	Coupe 2D CL500	GA70	25700	33075	MERCEDES-BENZ				
37250	Coupe 2D CL600	GA76	33525	42475	1997 C CLASS MC: IV				
1999 SLK CLASS MC: IV					8850	Sedan 4D C230	HA23	7975	11025
19025	SLK230 S'Charged	KK47	17125	22275	9850	Sedan 4D C280	HA28	8875	12175
1999 SL CLASS MC: V					17425	Sedan 4D C36	HM36	15700	20575
29625	Roadster 2D SL500	FA68	26675	34225	1997 E CLASS MC: V				
35050	Roadster 2D SL600	FA76	31550	40150	12350	Sedan 4D E300D	JF20	11125	15000
MERCEDES-BENZ OPTIONS					13275	Sedan 4D E320	JF55	11950	15975
625	Add Sport Pkg. (Ex. C Class, AMG 43/55 Cars)		625	700	15175	Sedan 4D E420	JF72	13675	18025
200	Add Bose (C230, E300/320)		200	225	1997 S CLASS MC: V				
500	Add Power Sunroof (Std. C43, E55, S/CL Class)		500	575	23975	Coupe 2D S500	GA70	21600	28100
475	Deduct W/out AT		475	475	32575	Coupe 2D S600	GA76	29325	37550
350	Deduct W/out Leather		350	350	16325	Sedan 4D S320W	GA32	14700	19750
ADJUST FOR MILEAGE - ADJUST FOR CONDITION					16925	Sedan 4D S320V	GA33	15250	20375
MIDWEST EDITION - SEPTEMBER 2004					18725	Sedan 4D S420	GA43	16875	22425
D					22100	Sedan 4D S500	GA51	19900	26100
D					34300	Sedan 4D S600	GA57	30875	39375
D					1997 SL CLASS MC: V				
D					22075	Roadster 2D SL320	FA63	19875	26075
D					25150	Roadster 2D SL500	FA67	22650	29350
D					30175	Roadster 2D SL600	FA76	27175	34800

MERCURY 51

Trade-In	BODY TYPE	Model No.	Loan	Retail	Trade-In	BODY TYPE	Model No.	Loan	Retail
MERCEDES-BENZ OPTIONS					MERCURY				
425	Add Sport Pkg (Ex. C Class)		425	475	2004 SABLE-V6 MC: II				
400	Add Power Sunroof (Std. C36, S Class)		400	450	11800	Sedan 4D GS		10625	14050
250	Deduct W/out Leather		250	250	13950	Sedan 4D LS Premium		12575	16400
MERCEDES-BENZ					14725	Sedan 4D LS Platinum		13275	17200
1998 C CLASS MC: IV					MERCURY				
425	Add Sport Pkg (Ex. C Class)		425	475	2003 MARAUDER-V8 MC: III				
400	Add Power Sunroof (Std. C36, S Class)		400	450	2003	GRAND MARQUIS-V8		18225	23250
250	Deduct W/out Leather		250	250	20225	Sedan 4D		75	100
MERCEDES-BENZ					2002 COUGAR-V6 MC: II				
1998 E CLASS MC: V					8800	Coupe 2D (4 Cyl., 5 Spd)		7750	10500
15250	Sedan 4D E300TD	JF25	13725	18100	9900	Coupe 2D		8925	11975
15250	Sedan 4D E320	JF65	13725	18100	400	Add Leather Seats		400	450
16750	Sedan E320 (AWD)	JF82	15075	19700	175	Add Power Seat		175	200
17250	Sedan 4D E430	JF70	15525	20375	500	Add Power Sunroof		500	575
16350	Wagon 4D E320	JH65	14725	19275	75	Add Theft Recovery System		75	100
17850	Wagon E320 (AWD)	JH82	16075	21025	525	Deduct W/out AT (61)		525	525
1998 S CLASS MC: V					2002 SABLE-V6 MC: II				
18375	Sedan 4D S320W	GA32	16550	22050	7725	Sedan 4D GS		6975	9550
19075	Sedan 4D S320V	GA33	17175	22800	9625	Sedan 4D LS Premium		8675	11675
20875	Sedan 4D S420	GA43	18800	24725	8975	Wagon 4D GS		8100	10900
24250	Sedan 4D S500	GA51	21825	28400	10875	Wagon 4D LS Premium		9800	13050
36450	Sedan 4D S600	GA57	32825	41625	250	Add A/A Wheels (Std. LS)		250	300
1998 CLK CLASS MC: IV					425	Add Handling Pkg		425	475
16875	Coupe 2D CLK320	LJ65	15200	19825	400	Add A/A Wheels (GS)		400	450
1998 CL CLASS MC: V					500	Add Leather (Std. Plat.)		500	575
26375	Coupe 2D CL500	GA70	23750	30650	325	Add MACH Stereo		325	375
35025	Coupe 2D CL600	GA76	31525	40125	600	Add Power Sunroof		600	675
1998 SLK CLASS MC: IV					225	Add Pwr Seat (Std. LS)		225	250
16775	SLK230 S'Charged	KK47	15100	19725	100	Add Theft Recovery System		100	125
1998 SL CLASS MC: V					2004 MARAUDER-V8 MC: III				
27225	Roadster 2D SL500	FA67	24525	31675	2004	GRAND MARQUIS-V8		13500	17525
32250	Roadster 2D SL600	FA76	29025	37200	14975	Sedan 4D GS		13500	17525
MERCEDES-BENZ OPTIONS					16725	Sedan 4D LS		15075	19375
525	Add Sport Pkg (Ex. C Class)		525	600	17350	Sedan 4D LS Ultimate		15625	20200
450	Add Power Sunroof (Std. C43, S/CL Class)		450	500	17900	Sedan 4D Limited		16125	20800
200	Add Traction Cont (C230)		200	225	425	Add Handling Pkg		425	475
300	Deduct W/out Leather		300	300	400	Add A/A Wheels (GS)		400	450
MERCEDES-BENZ					550	Add Leather (Std. Ltd)		550	625
1997 C CLASS MC: IV					650	Add Power Sunroof		650	725
8850	Sedan 4D C230	HA23	7975	11025	100	Add Theft Recovery System		100	125
9850	Sedan 4D C280	HA28	8875	12175	2004 MARAUDER-V8 MC: III				
17425	Sedan 4D C36	HM36	15700	20575	2004	GRAND MARQUIS-V8		13500	17525
1997 E CLASS MC: V					14975	Sedan 4D GS		13500	17525
12350	Sedan 4D E300D	JF20	11125	15000	16725	Sedan 4D LS		15075	19375
13275	Sedan 4D E320	JF55	11950	15975	17350	Sedan 4D LS Ultimate		15625	20200
15175	Sedan 4D E420	JF72	13675	18025	17900	Sedan 4D Limited		16125	20800
1997 S CLASS MC: V					425	Add Handling Pkg		425	475
23975	Coupe 2D S500	GA70	21600	28100	400	Add A/A Wheels (GS)		400	450
32575	Coupe 2D S600	GA76	29325	37550	550	Add Leather (Std. Ltd)		550	625
16325	Sedan 4D S320W	GA32	14700	19750	650	Add Power Sunroof		650	725
16925	Sedan 4D S320V	GA33	15250	20375	100	Add Theft Recovery System		100	125
18725	Sedan 4D S420	GA43	16875	22425	2004 MARAUDER-V8 MC: III				
22100	Sedan 4D S500	GA51	19900	26100	2004	GRAND MARQUIS-V8		13500	17525
34300	Sedan 4D S600	GA57	30875	39375	14975	Sedan 4D GS		13500	17525
1997 SL CLASS MC: V					16725	Sedan 4D LS		15075	19375
22075	Roadster 2D SL320	FA63	19875	26075	17350	Sedan 4D LS Ultimate		15625	20200
25150	Roadster 2D SL500	FA67	22650	29350	17900	Sedan 4D Limited		16125	20800
30175	Roadster 2D SL600	FA76	27175	34800	425	Add Handling Pkg		425	475
ADJUST FOR MILEAGE - ADJUST FOR CONDITION					400	Add A/A Wheels (GS)		400	450
MIDWEST EDITION - SEPTEMBER 2004					550	Add Leather (Std. Plat.)		550	625
D					650	Add Power Sunroof		650	725
D					100	Add Theft Recovery System		100	125
D					2004 MARAUDER-V8 MC: III				
D					2004	GRAND MARQUIS-V8		13500	17525
D					14975	Sedan 4D GS		13500	17525
D					16725	Sedan 4D LS		15075	19375
D					17350	Sedan 4D LS Ultimate		15625	20200
D					17900	Sedan 4D Limited		16125	20800
D					425	Add Handling Pkg		425	475
D					400	Add A/A Wheels (GS)		400	450
D					550	Add Leather (Std. Ltd)		550	625
D					650	Add Power Sunroof		650	725
D					100	Add Theft Recovery System		100	125
D					2004 MARAUDER-V8 MC: III				
D					2004	GRAND MARQUIS-V8		13500	17525
D					14975	Sedan 4D GS		13500	17525
D					16725	Sedan 4D LS		15075	19375
D					17350	Sedan 4			

04-03894-0

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:
Patricia A. Scott AKA Patricia A. Ellis,
Debtor,

Case No. 04-35220
Chapter 13 Case

VERIFICATION FOR MOTION FOR RELIEF FROM STAY

I, Carolyn Boynton, the Designated Agent for Ford Motor Credit Company, the Creditor herein, declare under penalty of perjury that the following is true and correct according to the best of my knowledge, information and belief, and based on the Creditor's business records:

1. I am legally competent to testify and am personally familiar with the debt owed by Debtor to the Creditor on account no. 29371912.
2. The Debtor leases a 2002 Mercury Cougar Cpe 2D vehicle from the Creditor. The monthly lease payment is \$276.31. Devonda A. Scott is a co-lessee and co-signer on the lease documents and is jointly liable for the debt. The Creditor owns the leased vehicle. The current NADA published retail value for the leased vehicle is \$10,500.00. The Debtor and/or Devonda A. Scott is believed to be in possession of the vehicle.
3. The lease terminates by its own provisions on December 29, 2004. The plan has no provision for payment or assumption of the lease.
4. True and correct copies of the title documents are attached to the Motion as Exhibit "A". True and correct copies of the lease documents are attached as Exhibit "B".
5. The lease agreement requires insurance be maintained to protect the Creditor's ownership interest in the vehicle. No evidence of insurance has been provided since filing.

Dated:

September 29, 2004
Carolyn Boynton

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

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:
Patricia A Scott,
AKA Patricia A Ellis,
Debtor,

Case No. 04-35220

Chapter 13 Case

MEMORANDUM OF FACT AND LAW

Ford Motor Credit Company ("Movant") submits this Memorandum of Fact and Law in support of its motion for relief from the stay.

FACTS

Debtor's Chapter 13 Plan has been filed with the Court.

The Lease is co-signed by Devonda A Scott who is also a co-lessee of the vehicle. The codebtor may be in possession of the vehicle subject to a lease agreement dated 10/29/01, and such agreement is a true lease, and not a retail installment contract, as defined by Minn. Stat. §336.2A - 103(j) and §168.66. Movant is the registered owner of the vehicle as reflected by the Certificate of Title. According to the terms of the lease, Debtor is to make monthly payments of \$276.31 for use of the vehicle. Debtor must also pay for any excess mileage and excess wear and tear at termination of the lease. Debtor has the option to purchase the vehicle at the end of the lease agreement by paying the purchase option price in cash.

The Plan does not provide for assumption of the Lease and for future payments to Movant in accordance with the Lease, including specifically payment of any excess mileage, excess wear and tear, and early termination charges, as well as the monthly lease payment.

The Lease expires by its own terms on December 29, 2004.

There has been a further material default; Debtor has failed to provide Movant with evidence of collateral insurance.

ARGUMENT

Pursuant to §362(d)(1) of the Bankruptcy Code, relief from the automatic stay shall be granted upon request of a creditor "for cause, including the lack of adequate protection of an interest in property of such creditor." 11 U.S.C. §362(d)(1).

Debtor has failed to provide adequate protection of Movant's interest in the vehicle or adequate assurance of future performance under the Lease. Such circumstances constitute cause, within the meaning of §362(d)(1), entitling Movant to relief from stay. In re Reinbold v. Dewey County Bank, 942 F.2d 1304, 1306 (8th Cir. 1991).

11 U.S.C. §363(e) permits the court to condition any use of leased property on providing adequate protection to the lessor and, if such adequate protection is provided, then lessor is excluded from seeking relief from the stay under §362. However, the Debtor has not provided Movant with any adequate protection and the court has not established any prohibition or condition on the continued use of the leased property which would exclude Movant from seeking relief under § 362.

Assumption or rejection of an unexpired lease of personal property is subject to court approval and may be done at any time before confirmation of the plan. §365(a) and (d). The plan does not provide for the assumption of the Lease nor for future payments to Movant pursuant to the Lease.

Pursuant to §362(d)(2) of the Bankruptcy Code, relief from the stay is also appropriate where Debtor has no equity in the vehicle and the vehicle is not necessary to an effective reorganization. 11 U.S.C. §362(d)(2). See, In re Gellert, 55 B.R. 970 (Bkrcty.D.N.H. 1983). Debtor is merely the lessee of the vehicle and has no ownership interest in it. Debtor has no equity in the vehicle. No evidentiary hearing is required on the issue of equity unless the debtor disputes it. Powers v. American Honda Finance Corp., 216 B.R. 95, 97 (N.D.N.Y. 1997).

Pursuant to 11 U.S.C. §1301(c)(1), a creditor is entitled to relief from the codebtor stay "to the extent that ... such individual received the consideration for the claim held by such creditor". The codebtor received consideration for the claim upon becoming a lessee of the vehicle.

Pursuant to 11 U.S.C. §1301(c)(2), a creditor is entitled to relief from the codebtor stay "to the extent that ... the plan filed by the debtor proposes not to pay such claim." Debtor's plan clearly proposes to pay less than Debtor would have been required to pay under Movant's Lease. The plan does not provide for full payment of all end of Lease charges, including excess mileage, and damage to the vehicle. Debtor will be unable to fund the Plan to protect the codebtor without increasing the total plan payments.

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

In Re:
Patricia A Scott,
AKA Patricia A Ellis,
Debtor,

Case No. 04-35220

Chapter 13 Case

UNSWORN CERTIFICATE OF SERVICE

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.

Patricia A Scott
8544 Jeffery Av S
Cottage Grove, MN 55016

Devonda A Scott
1201 10th St NW, Apt 2
New Brighton, MN 55112

PRESCOTT & PEARSON, PA
Attn: Richard J Pearson
PO Box 120088
New Brighton, MN 55112

Jasmine Z. Keller
Chapter 13 Trustee
12 S. 6th St #310
Minneapolis, MN 55402

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

04-03894-0

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:
Patricia A Scott,
AKA Patricia A Ellis,
Debtor,

Case No. 04-35220

Chapter 13 Case

ORDER FOR RELIEF FROM THE STAY

Ford Motor Credit Company's Motion for an order granting relief from the stay came before the Court on October 20, 2004 at 9:30 AM o'clock.

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

IT IS HEREBY ORDERED:

1. The automatic stay is modified to permit Ford Motor Credit Company to terminate the Lease, and to repossess and sell the

2002 Mercury Cougar Cpe 2D vehicle,

in accordance with applicable state law.
2. The codebtor stay is hereby modified to permit Movant to proceed with its state court remedies against Devonda A Scott.
3. Notwithstanding Federal Rule of Bankruptcy Procedure 4001(a)(3), this Order is effective immediately.

Dated: _____

United States Bankruptcy Judge