
In Re:

Case No. 04-35247

Joseph W Hammerschmidt, Sr and Tara G Hammerschmidt
Debtor(s)

Chapter 7 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 13, 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 7, 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 1, 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 September 8, 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 2001 FORD EXPEDITION XLT 4WD VEHICLE (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.
7. Movant gives notice that it may, if necessary, call Chester Marzec, or some other representative of Movant, from Movant's offices in Minnesota, to testify regarding the debt and collateral 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 collateral promptly upon the Court signing the Order.
9. A separate Memorandum of Fact and Law is attached hereto and made a part hereof.

WHEREFORE, Ford Motor Credit Company moves the Court for an order modifying the automatic stay of §362(a) of the Bankruptcy Code to permit Movant to take possession and dispose of the collateral, and such other relief as may be just and equitable.

Dated: September 20, 2004

STEWART, ZLIMEN & JUNGERS, LTD.

/e/ Linda Jeanne Jungers

Linda Jeanne Jungers, Atty ID #5303X

Attorneys for Movant

430 Oak Grove Street #200

Minneapolis, MN 55403

612-870-4100

This is a communication from a debt collector attempting to collect a debt. Any information obtained will be used for that purpose.

MINNESOTA DEPARTMENT OF PUBL
DRIVER & VEHICLE SERVICES DIVIS
445 MINNESOTA ST., ST. PAUL, MN 5
CONFIRMATION OF LIEN PERFECTION - I

HAMMERSCHMIDT JOSEPH WERNER
LEONARD TARA GEAN
552 WEST 9TH ST
RED WING MN 55066

FORM NO. 171
St. Paul, MN

*

GAW898

1ST SECURED PARTY

LIEN HOLDER

01 Year	FORD Make	4WEPT Model	Z2950N275 Title NR.
1FMRU16W51LB30395 VIN		08/02/01 Security Date	NO Rebuilt

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

FORD MOTOR CREDIT CO
PO BOX 105704
ATLANTA GA 30348-5704

EXHIBIT A

MINNESOTA SIMPLE INTEREST VEHICLE RETAIL INSTALMENT CONTRACT

DATE **08/02/2001**

Buyer (and Co-Buyer) Name and Address (Including County and Zip Code) JOSEPH WERNER HAMMERSCHMIDT TARA BEAN HAMMERSCHMIDT 552 W 9TH ST RED WING, GOODHUE, MN 55066	CREDITOR (Seller Name and Address) RIVERFRONT FORD MERCURY 3859 HWY 61 W RED WING, MN 55066
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You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. The cash price is shown below as "Cash Price." The credit price is shown below as "Total Sale Price." By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract.

New/Used NEW	Year and Make 2001 FORD	Model EXPEDITION	GWW if Truck (lbs.)	Vehicle Identification Number 1FMRU16W51L830395	Use For Which Purchased <input checked="" type="checkbox"/> Personal <input type="checkbox"/> Agricultural <input type="checkbox"/> Commercial
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Trade-in 1994 FORD F150	Year and Make	Gross Allowance \$ 13590.00	Amount Owning 7954.36
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ITEMIZATION OF AMOUNT FINANCED

- Cash Price \$ **38074.38(1)**
- Down Payment
 Manufacturer's Rebate Assigned to Creditor \$ **N/A**
 Cash Down Payment \$ **N/A**
 Trade-in (description above) \$ **5635.64**
 Total Down Payment \$ **5635.64(2)**
- Unpaid Balance of Cash Price (1 minus 2) \$ **32438.7(3)**
- Amounts Paid On Your Behalf (Seller may be retaining a portion of these amounts)
 To Public Officials
 (i) for license, title & registration fees \$ **450.50**
 (ii) for filing fees \$ **N/A**
 (iii) for taxes (not in Cash Price) \$ **N/A** \$ **450.50**
 To Insurance Companies for:
 Credit Life Insurance \$ **N/A**
 Credit Disability Insurance \$ **N/A**
 To **RIVERFRONT FORD** for **DOC. FEE** \$ **25.00**
 To **FORD** for **ESP** \$ **1945.00**
 To **N/A** for **N/A** \$ **N/A**
 To **N/A** for **N/A** \$ **N/A**
 Total \$ **2420.50(4)**
- Amount Financed (3 plus 4) \$ **34859.2(5)**

INSURANCE
YOU MAY OBTAIN VEHICLE INSURANCE FROM A PERSON OF YOUR CHOICE.

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED.

CREDIT LIFE, CREDIT DISABILITY AND OTHER OPTIONAL INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT AND WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE PREMIUM.

Credit Life **N/A** Insurer
 \$ **N/A** Premium Insured(s)
 Signature(s)

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

Type of Insurance Term
 Insurer \$ **N/A** Premium
 Signature

Credit Life and Credit Disability insurance are for the term of the contract. The amount and coverages are shown in a notice or agreement given to you today.

You are required to insure the vehicle. If a charge is shown below, the Creditor will try to buy the coverages checked for the term shown. Coverages will be based on the cash value of the vehicle at the time of loss, but not more than the limits of the policy.

Comprehensive \$ **N/A** deductible Collision
 Fire-Theft-Combined Additional Coverage
 Towing and Labor
 Term _____ Months (Estimate)
 Premium \$ **N/A**

EXHIBIT B

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate 2.98%	The dollar amount the credit will cost you 2672.59	The amount of credit provided to you or on your behalf 34859.21	The amount you will have paid when you have made all scheduled payments 37531.88	The total cost of your purchase on credit, including your down payment 43167.44

Payment Schedule — Number of payments **59** Amount of Each payment **625.53** When Payments are due **monthly starting 16 SEP 2001**

Your payment schedule will be: 1 final \$ **625.53**

Prepayment: If you pay off your debt early, you will not have to pay a penalty.
Security Interest: You are giving a security interest in the vehicle being purchased.
Contract: Please see this contract for additional information on security interest, nonpayment, default, the right to require repayment of your debt in full before the scheduled date, and prepayment penalty.

COMMERCIAL OR AGRICULTURAL USE CONTRACTS: If you purchased the vehicle for commercial or agricultural use, you must pay a late charge on the portion of each payment received more than 10 days late of 7.5 percent of the late amount or \$50.00, whichever is less.

Any change in this contract must be in writing and signed by you and the Creditor.
 BUYER: *Joe Hammer Schmidt* CO-BUYER: *Tara Bean Hammer Schmidt*

NOTICE TO BUYER

Do not sign this contract before you read it or if it contains any blank spaces. You are entitled to an exact copy of the contract you sign.

You are hereby accepting a true and completely filled in copy of this contract, signed by both yourself and the seller, at the time of signing.

IMPORTANT: THIS MAY BE A BINDING CONTRACT AND YOU MAY LOSE ANY DEPOSITS IF YOU DO NOT PERFORM ACCORDING TO ITS TERMS.

Joe Hammer Schmidt Buyer Signs *Tara Bean Hammer Schmidt* (Co) Buyer Signs

By signing below, the Seller accepts this contract. If no other Assignee is named in a separate assignment attached to this contract, the Seller assigns it to Ford Motor Credit Company.

RIVERFRONT FORD MERCURY *[Signature]* Title *Deal*

QUESTIONS?

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

ADDITIONAL AGREEMENTS

A. Payments: You must make all payments when they are due. You may prepay your debt at any time without penalty. This is a simple interest contract. The actual finance charge you agree to pay will depend on your payment patterns. The actual finance charge may exceed the disclosed Finance Charge if you make your payments later than the scheduled dates or in less than the scheduled amount. Your payment will be applied first to the earned and unpaid part of the Finance Charge and then to the unpaid Amount Financed. The Finance Charge is earned by applying the Annual Percentage Rate to the unpaid Amount Financed for the actual time that the unpaid Amount Financed is outstanding.

B. Security Interest: You give the Creditor a security interest in:

- 1. The vehicle and all parts or other goods put on the vehicle;
2. All money or goods received for the vehicle; and
3. All insurance premiums and service contracts financed for you.

This secures payment of all amounts you owe under this contract. It also secures your other agreements in this contract.

C. Use of Vehicle - Warranties: You must take care of the vehicle and obey all laws in using it. You may not sell or rent the vehicle, and you must keep it free from the claims of others. You will not use or permit the use of the vehicle outside of the United States, except for up to 30 days in Canada or Mexico, without the prior written consent of the Creditor. If the vehicle is of a type normally used for personal use and the Creditor, or the vehicle's manufacturer, extends a written warranty or service contract covering the vehicle within 90 days from the date of this contract, you get implied warranties of merchantability and fitness for a particular purpose covering the vehicle. Otherwise, you understand and agree that there are no such implied warranties.

D. Insurance: You must insure yourself and the Creditor against loss or damage to the vehicle. The type and amount of insurance must be approved by the Creditor. If the Creditor obtains a refund on insurance or service contracts, the Creditor will subtract the refund from what you owe. Whether or not the vehicle is insured, you must pay for it if it is lost, damaged, or destroyed.

If a charge for vehicle insurance is shown on the report, the Creditor will try to buy the coverages checked for the term shown. The Creditor is not liable, though, if he cannot do so. If these coverages cost more than the amount shown for insurance, the Creditor may buy them for a shorter term or he may give you credit for the amount shown. If he cannot buy any insurance, he will give you credit for the amount shown. The credit will be made to the last payments due.

E. Late Payments: You must pay any cost paid by the Creditor to collect any late payment, as allowed by law. Acceptance of a late payment does not excuse your default or mean that you can keep making payments after they are due. The Creditor may take the steps set forth below if there is any default.

F. Default: You will be in default if:

- 1. You do not make a payment when it is due; or
2. You gave false or misleading information on your credit application relating to this contract; or
3. Your vehicle is seized by any local, state, or federal authority and is not promptly and unconditionally returned to you; or
4. You file a bankruptcy petition or one is filed against you; or
5. You do not to keep any other promise in this contract.

If you default, the Creditor may require you to pay at once the unpaid Amount Financed, the earned and unpaid part of the Finance Charge, and all other amounts due under this contract. He may repossess (take back) the vehicle, too. He may also take goods found in the vehicle when repossessed and hold them for you.

If the vehicle is taken back, he will send you a notice. The notice will say that you may redeem (buy back) the vehicle. It will also show the amount needed to redeem. You may redeem the vehicle up to the time the Creditor sells it or agrees to sell it. If you do not redeem the vehicle, it will be sold.

The money from the sale, less allowed expenses, will be used to pay the amount still owed on this contract. Allowed expenses include those paid as a direct result of having to retake the vehicle, hold it, prepare it for sale, and sell it. You must also pay attorney fees not to exceed 15% of the amount due and payable under the contract, and court costs payable by Ford Credit to obtain, hold, and sell the vehicle, collect amounts due and enforce Holder's rights under the contract. If there is any money left (a surplus), it will be paid to you. If the money from the sale is not enough to pay off this contract and costs, you will pay what is still owed to the Creditor, if allowed by law. If you do not pay this amount when the Creditor asks, the Creditor may charge you interest at the highest lawful rate until you pay.

G. General: To contact Ford Motor Credit Company about this account, call 1-(800) 727-7000. Any change in this contract must be in writing and signed by you and the Creditor. The law of Minnesota applies to this contract. If that law does not allow all the agreements in this contract, the ones that are not allowed will be void. The rest of this contract will still be good.

FTC NOTICES

NOTICE - ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

Used Motor Vehicle Buyers Guide. If you are buying a used vehicle with this contract, federal regulations may require a special Buyers Guide to be displayed on the window of the vehicle. THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

*Does not apply if purchased for commercial or agricultural use. In that case, you (debtor) will not assert against any assignee or subsequent holder of this Contract any claims, defenses, or setoffs which you may have against the Seller or manufacturer of the vehicle.

GUARANTY

To cause the Seller to sell the vehicle described on the front of this contract to the Buyer, on credit, each person who signs below as a "Guarantor" guarantees the payment of this contract. This means that if the Buyer fails to pay any money that is owed on this contract, each one who signs as a guarantor will pay it when asked. Each person who signs below agrees that he will be liable for the whole amount owed even if one or more other persons also signs this Guaranty. He also agrees to be liable even if the Creditor does one or more of the following: (a) gives the Buyer more time to pay one or more payments, or (b) gives a release in full or in part to any of the other Guarantors, or (c) releases any security. Each Guarantor also states that he has received a completed copy of this contract and this Guaranty at the time of signing.

Guarantor Address
Guarantor Address

FC 17822-SI Oct 00 (Previous editions may NOT be used.)



36 FORD

Trade-In	BODY TYPE	Model No.	Loan	Retail	Trade-In	BODY TYPE	Model No.	Loan	Retail
2002 EXCURSION-3/4 Ton-V10 MC: IV					250 Add Rear Air Cond* 250 300				
19525	Utility XLT	U40	17575	22650	150	Add Rear Bucket Seats*		150	175
23425	Utility XLT T-Diesel	U40F	21100	26800	75	Add Theft Recovery System		75	100
21825	Utility Limited	U42	19650	25100	725	Deduct V6 Eng		725	725
25725	Utility Limited T-Diesel	U42F	23175	29250	675	Deduct W/out Air Cond		675	675
21525	Utility XLT (4WD)	U41	19375	24775	200	Deduct W/out Cruise		200	200
23825	Utility Limited (4WD)	U43	22900	28925	150	Deduct W/out Pwr Locks		150	150
27725	Utility Limited TD (4WD)	U43F	24975	31500	200	Deduct W/out Pwr Wind		200	200
150	Add Rear Bucket Seats		150	175	2002 RANGER-1/2 Ton-V6 MC: II				
450	Add Rear Entertainment Sys		450	500	7325	Styleside	R10*	6600	9325
75	Add Theft Recovery System		75	100	7425	Styleside LB	R10	6700	9450
575	Deduct 5.4L V8 Eng (V10)		575	575	7700	Flareside	R10*	6950	9750
500	Deduct W/out Leather		500	500	9375	Style Supercab 2D	R14*	8450	11575
225	Deduct W/out Pwr Seat		225	225	9975	Style Supercab 4D	R44*	9000	12225
2002 WINDSTAR-V6 MC: II					9750	Flare Supercab 2D	R14*	8775	11975
7675	Cargo Van	A54	6925	9725	10350	Flare Supercab 4D	R44*	9325	12625
9675	Wagon 3D LX	A50	8725	11900	700	Add Edge Trim (Std Tremor)		700	800
10975	Wagon 4D LX	A51	9900	13300	900	Add FX4 Off-Road Pkg		900	1000
13075	Wagon SE	A52	11775	15650	550	Add XLT Trim		550	625
15975	Wagon SEL	A53	14400	18725	925	Add Tremor Pkg		925	1050
16975	Wagon Limited	A58	15300	19800	2750	Add 4 Wheel Drive		2750	2975
500	Add 2 Pwr Sliding Doors (Std. SEL Ltd.)		500	575	250	Add Alum/Alloy Wheels		250	300
250	Add AA Wheels (4D LX)		250	300	175	Add Cruise Control		175	200
75	Add CD Van. LX		75	100	125	Add Power Door Locks		125	150
400	Add Left Sliding Door (3D LX)		400	450	175	Add Power Windows		175	200
175	Add Pwr Seat (4D LX)		175	200	75	Add Theft Recovery System		75	100
250	Add Rear Air (4D LX)		250	300	125	Add Tilt Wheel		125	150
150	Add Rear Bucket Seats (4D LX)		150	175	675	Deduct 4 Cyl. Eng		675	675
450	Add Rear Entertainment Sys		450	500	625	Deduct W/out Air Cond		625	625
75	Add Theft Recovery System		75	100	525	Deduct W/out AT		525	525
175	Deduct W/out Cruise		175	175	2002 F150-1/2 Ton-V8 MC: III				
125	Deduct W/out Tilt		125	125	9525	Style XL "WS" 6.3/4	F17*	8575	11725
2002 E SERIES VAN-1/2-1 Ton-V8 MC: III					9625	Style XL "WS" 8	F17*	8675	11850
11225	E150 Cargo	E14	10125	13625	10975	Style XL 6.3/4	F17*	9900	13300
13325	E150 Wagon	E11	12000	15900	11075	Style XL 8	F17*	9975	13475
16425	E150 Wgn Traveler	E11	14800	19200	11625	Flareside XL 6.3/4	F07*	10475	14050
11725	E250 Cargo	E24	10575	14150	22375	Lightning 6.3/4	F073	20150	25700
12475	E250 Ext. Cargo	E24	11250	15000	13425	S-Cab XL "WS" 6.3/4	X17*	12100	16025
12225	E350 Cargo	S24	11025	14725	13525	S-Cab XL "WS" 8	X17*	12175	16125
14325	E350 Wagon	E34	12900	16975	14875	Supercab XL 6.3/4	X17*	13400	17550
12975	E350 Ext. Cargo	S34	11700	15525	14975	Supercab XL 8	X17*	13500	17675
15075	E350 Ext. Wagon	S34	13575	17775	15525	Flare Super XL 6.3/4	X07*	13975	18250
18175	E350 Wgn Traveler	S31	16375	21200	17200	S-Cab King Ranch 6.3/4	X17*	15500	20175
800	Add Chateau (Ex. Traveler)		800	900	2002 F150 SUPERCREW-1/2 Ton-V8 MC: III				
650	Add XLT (Ex. Traveler)		650	725	18025	XLT 5.1/2	W07*	16225	21050
575	Add 5.4L V10 Eng		575	650	19550	King Ranch 5.1/2	W07*	17425	22450
3775	Add 7.3L T-Diesel Eng		3775	4000	25825	Harley 5.1/2	W073	23250	29350
300	Add Alum Alloy Wheels*		300	350	2002 F250 SUPER DUTY-3/4 Ton-V8 MC: III				
125	Add CD Player*		125	150	14825	Styleside XL 8	F20*	13350	17500
200	Add Power Seat*		200	225	17925	Supercab XL 6.3/4	X20*	16150	20950
					18025	Supercab XL 8	X20*	16225	21050

SEE TRUCK OPTION PAGE FOR ADDITIONAL OPTIONS
MIDWEST EDITION - SEPTEMBER 2004

FORD 37

Trade-In	BODY TYPE	Model No.	Loan	Retail	Trade-In	BODY TYPE	Model No.	Loan	Retail
19825 Crew Cab XL 6.3/4 W20* 17850 22950					15250 Utility 4D (4WD) U77 13725 17950				
19925 Crew Cab XL 8 W20* 17950 23075					2001 EXPLORER-V6 MC: II				
2002 F350 SUPER DUTY-1 Ton-V8 MC: III					9225 Wagon 2D Sport U60 8325 11400				
15675	Styleside XL 8	F30*	14125	18400	9750	Wagon 4D XLS	U62	8775	11975
18775	Supercab XL 6.3/4	X30*	16900	21850	11150	Wagon 4D XLT	U63	10050	13550
18875	Supercab XL 8	X30*	17000	21950	13250	Wagon 4D Eddie Bauer	U64	11925	15825
20675	Crew Cab XL 6.3/4	W30*	18625	23875	13400	Wagon 4D Limited	U65	12075	15975
20775	Crew Cab XL 8	W30*	18700	23975	10625	Wagon 2D Sport (4WD)	U70	9575	12900
F SERIES PICKUP OPTIONS					11150	Wagon 4D XLS (4WD)	U72	10050	13550
225	Add FX4 Off-Road Pkg		225	250	14650	E Bauer (4WD/AWD)	U73/83	11300	15075
1350	Add Lanat Trim (XL)		1350	1500	14800	Limited (4WD/AWD)	U74/84	13200	17325
675	Add XLT Trim (XL)		675	750	EXPLORER SPORT TRAC/EXPLORER OPTIONS				
2700	Add 4 Wheel Drive		2700	2925	350	Add 5.0L V8 Engine		350	400
575	Add 5.8L V10 Eng		575	650	75	Add CD Player (XLS)		75	100
4100	Add 7.3L T-Diesel Eng		4100	4325	350	Add Leather Seats*		350	400
850	Add 7700 Payload Pkg (F150)		850	950	175	Add MACH/Pioneer*		175	200
300	Add Alum/Alloy Wheels (Std. S-Crew, Lightning, King Ranch)		300	350	150	Add Power Seat		150	175
125	Add Compact Disc Player (Std. S-Crew, Lightning, King Ranch)		125	150	450	Add Power Sunroof		450	500
675	Add Dual Rear Whis		675	750	50	Add Theft Recovery System		50	75
450	Add Leather Seats*		450	500	475	Deduct W/out AT		475	475
200	Add Power Seat*		200	225	150	Deduct W/out Cruise		150	150
550	Add Power Sunroof		550	625	100	Deduct W/out Tilt		100	100
150	Add Rear Bucket Seats (K-Ranch/S-Crew SuperDuty)		150	175	2001 EXPEDITION-1/2 Ton-V8 MC: III				
450	Add Rear Entertainment Sys		450	500	15550	Utility XLT	U15	14000	18275
75	Add Theft Recovery System		75	100	17250	Eddie Bauer	U17	16075	20850
725	Deduct V6 Eng		725	725	19550	Eddie Bauer (4WD)	U16	15525	20225
675	Deduct W/out Air Cond		675	675	100	Add CD (Std. Eddie Bauer)		100	125
575	Deduct W/out AT		575	575	400	Add Leather Seats		400	450
200	Deduct W/out Cruise		200	200		(Std. Eddie Bauer)			
150	Deduct W/out Tilt		150	150	500	Add Power Sunroof		500	575
FORD					125	Add Rear Bucket Seats		125	150
2001 ESCAPE-V6 MC: II					375	Add Rear Entertainment Sys		375	425
9975	Utility 4D XLS	U01	9000	12225	50	Add Theft Recovery System		50	75
11475	Utility 4D XLT	U03	10350	13900	325	Deduct 4.6L V8 Eng		325	325
11575	Utility 4D XLS (4WD)	U02	10425	14000	225	Deduct W/out 3rd Row Seat		225	225
13075	Utility 4D XLT (4WD)	U04	11775	15650	225	Deduct W/out Rear Air		225	225
200	Add AA Wheels (XLS)		200	225	2001 EXCURSION-3/4 Ton-V10 MC: IV				
175	Add MACH Stereo Sys		175	200	16475	Utility XLT	U40	14850	19250
150	Add Power Seat		150	175	18525	Utility XLT T-Diesel	U40F	18350	23550
450	Add Power Sunroof		450	500	22425	Utility Limited	U42	16675	21575
50	Add Theft Recovery System		50	75	18375	Utility Limited T-Diesel	U42F	20200	25750
625	Deduct 4 Cyl. Eng		625	625	22275	Utility XLT (4WD)	U41	16550	21425
475	Deduct W/out AT		475	475	20425	Utility XLT TD (4WD)	U41F	20050	25575
150	Deduct W/out Cruise		150	150	24325	Utility Limited (4WD)	U43	18400	23600
2001 EXPLORER SPORT TRAC-V6 MC: II					375	Add Rear Entertainment Sys		375	425
13650	Utility 4D	U67	12300	16250	50	Add Theft Recovery System		50	75
					450	Deduct 5.4L V8 Eng (V10)		450	525
					200	Deduct W/out Leather		200	200

SEE TRUCK OPTION PAGE FOR ADDITIONAL OPTIONS
MIDWEST EDITION - SEPTEMBER 2004

TRUCKS

TRUCKS

EXHIBIT C

04-03806-0

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:
Joseph W Hammerschmidt, Sr and Tara G Hammerschmidt
Debtor(s)

Case No. 04-35247
Chapter 7 Case

VERIFICATION FOR MOTION FOR RELIEF FROM STAY

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

1. I am legally competent to testify and am personally familiar with the debt owed by Debtor to the Creditor on account number(s) 28255304.
2. The Debtor owes the Creditor \$15,874.64, payoff amount as of September 15, 2004, plus accrued unpaid interest thereon since that date. The monthly loan payment is \$625.53. As of September 15, 2004, the loan payments are in arrears \$1,251.06 for payments owing since July 16, 2004.
3. The debt owed to the Creditor is secured by a perfected lien on a 2001 FORD EXPEDITION XLT 4WD VEHICLE. The current value of the collateral is believed to be \$20,225.00.
4. True and correct copies of the title documents are attached to the Motion as Exhibit "A". True and correct copies of the loan documents are attached as Exhibit "B".
5. The Contract requires insurance be maintained by buyer to protect Creditor's interest in the collateral. No evidence of insurance has been provided since filing.

Dated: 9-16-04



Chester Marzec
Ford Motor Credit Company
National Bankruptcy Svc Center
PO Box 537950
Livonia, MI 48153-7950

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:

Case No. 04-35247

Joseph W Hammerschmidt, Sr and Tara G Hammerschmidt
Debtor(s)

Chapter 7 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

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 the possession of the Debtor.

The total net balance due on the Contract is \$15,874.64 as of September 15, 2004.

Debtor's Statement of Intentions does not indicate an intent to reaffirm, redeem or surrender as to the debt and collateral.

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. There has been a further material default; Debtor has failed to comply with the Contract provision requiring Debtor to supply Movant with evidence of collateral insurance.

ARGUMENT

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

- Failure to make the payments required by the Contract since July 16, 2004.
- Failure to make payments due post petition under the Contract.
- Failure to reaffirm, redeem or surrender the collateral.

- Failure to maintain physical damage insurance on the collateral.

Movant has not been provided with adequate protection of Movant's interest in the collateral.

Such circumstances constitute cause, within the meaning of §362(d)(1), justifying relief from the stay.

See, United States Association of Texas v. Timbers of Inwood Association, Ltd. (In re Timbers of Inwood Association, Ltd.), 484 U.S. 365, 108 S.Ct. 626, 98 L.Ed. 2d 740 (1988); In re Reinbold v. Dewey County Bank, 942 F.2d 1304, 1306 (8th Cir. 1991). Pursuant to 11 U.S.C. §362(g), the burden is on the Debtor to prove adequate protection and/or absence of cause.

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 20, 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:

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Joseph W Hammerschmidt, Sr and Tara G Hammerschmidt
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Chapter 7 Case

UNSWORN CERTIFICATE OF SERVICE

I, Linda Jeanne Jungers, declare under penalty of perjury that on September 20, 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.

Joseph W Hammerschmidt, Sr
552 W 9th Street
Red Wing, MN 55066

Tara G Hammerschmidt
552 W 9th Street
Red Wing, MN 55066

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

Patti J. Sullivan
Trustee in Bankruptcy
PO Box 16406
St. Paul, MN 55116

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

Executed on: September 20, 2004

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

04-03806-0

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:

Case No. 04-35247

Joseph W Hammerschmidt, Sr and Tara G Hammerschmidt
Debtor(s)

Chapter 7 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 13, 2004 at 9:30 AM o'clock.

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

IT IS HEREBY ORDERED:

1. The automatic stay is modified to permit Ford Motor Credit Company to repossess and sell the 2001 FORD EXPEDITION XLT 4WD VEHICLE, VIN 1FMRU16W51LB30395, 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