
In Re:
Brenda L Nelson,
Debtor,

Case No. 04-35481
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 November 1, 2004 at 10:30 AM o'clock, in Courtroom No. 228B, Second Flr, United States Courthouse, 316 North Robert St., St. Paul, MN.
3. Any response to this motion must be filed and delivered not later than October 27, 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 21, 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 20, 2004. The case is now pending in this court.
5. This motion arises under 11 U.S.C. §362(d) and 1301(c), 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 1999 FORD WINDSTAR LX VEHICLE (the collateral), and from the codebtor stay to pursue collection and repossession remedies against the codebtor, Brett Nelson, 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 and under the Chapter 13 Plan. Movant requests relief under §362(d)(2). The Debtor has no equity in the collateral, and the collateral is not necessary to an effective reorganization.
7. Movant 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. Movant gives notice that it may, if necessary, call the person who signed the verification to this motion, or some other representative of Movant, from Movant's offices in Minnesota, to testify regarding the debt and value.
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: October 12, 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.

Motor Vehicle Query 10/11/2004 7:28:01 AM rthole Station: 1081 Deputy:

Title		Printed	Suspense	Liens	Flags	Files	
W2710S244		Y	N	0			
Plate		VIN		Exp.	Sticker	Tax	Prv. Plt
DFT025 (678)		2FMZA5145XBC28678		06 04	D2187867	99.00	
Year	Make	Model	Style	Color	Class	Empty Wt	
1999	FORD	WIN	ES	BLU BLU	09		
Transfer Date		Last Trans	First Sale	Base	Odometer	Reissue YR	
09 08 04		M 09 27 04	07 30 1999	020800	0115000	06	
Owner				DOB	ID		
FORD MTR CREDIT CO				00 00 0000	F969466113104		
Street		City		County/State		Zip	
PO BOX 64400		COLORADO SPRINGS		COLORADO		809624400	

Secured Party # 1			Date
Street	City	State	Zip

PLATE/STICKER INFORMATION

Key	Status	Year	Class	Weight	Issued By	Updated	Allocated
DFT025	(SOLD)	97	P		157 APPLE VALLEY	09/14/99	07/08/99
Key	Status	Year	Class	Weight	Issued By	Updated	Allocated
D2187867	(SOLD)	04	DY		157 APPLE VALLEY	07/21/03	02/12/03

**PREVIOUS OWNERS
PRIOR OWNER 1**

Title	Transfer Date	Exp	Odometer
H2570L287		0604	0000391
Owner			DOB
NELSON BRETT MICHAEL			06 23 1965
NELSON BRENDA LYNNE			09 28 1967
Street	City	State	Zip
3117 201ST ST W	FARMINGTON	19	55024

EXHIBIT A

<http://www.dutchelm.dps.state.mn.us/dvsinfo/VH20/VH20Print.asp?Plate=&VINFull=2F...> 10/11/2004

Buyer (and Co-Buyer) Name and Address (Including County and Zip Code)		CREDITOR (Seller Name and Address)	
BRETT MICHAEL NELSON 3117 201ST ST W FARMINGTON MN 55024 DAKOTA	BRENDA LYNNE NELSON 3117 201ST ST W FARMINGTON MN 55024 DAKOTA	APPLE VALLEY FORD 7200 W. 150TH STREET APPLE VALLEY, MN 55124	 001 90636

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	Year and Make	Model	GVW if Truck (lbs.)	Vehicle Identification Number	Use For Which Purchased
NEW	99 FORD	WINDSTAR		2FMZA5145X8C28678	<input checked="" type="checkbox"/> Personal <input type="checkbox"/> Agricultural <input type="checkbox"/> Commercial

Trade-in 98 FORD TOUR	\$ 11000.00	\$ 12519.54
Year and Make	Gross Allowance	Amount Owing

ITEMIZATION OF AMOUNT FINANCED	
1. Cash Price.....	\$ 24478.94 (1)
2. Down Payment	
Manufacturer's Rebate Assigned to Creditor.....	\$ 2000.00
Cash Down Payment.....	\$ N/A
Trade-in (description above).....	\$ -1519.54
Total Down Payment.....	\$ 480.46 (2)
3. Unpaid Balance of Cash Price (1 minus 2).....	\$ 23998.48 (3)
4. Amounts paid on your behalf (Seller may be retaining a portion of these amounts)	
To Public Officials	
(i) for license, title & registration fees \$ 289.00	
(ii) for filing fees \$ N/A	
(iii) for taxes (not in Cash Price) \$ N/A	\$ 289.00
To Insurance Companies for:	
Credit Life Insurance.....	\$ N/A
Credit Disability Insurance.....	\$ N/A
To _____ for _____	\$ N/A
To _____ for _____	\$ N/A
Total.....	\$ 289.00 (4)
5. Amount Financed (3 plus 4).....	\$ 24287.46 (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 _____ Insurer
\$ _____ N/A Premium Insured(s)
Signature(s) _____

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

N/A _____ N/A
Type of Insurance Term
N/A \$ _____ N/A Premium
Insurer 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 _____ N/A Months (Estimate)
Premium \$ _____ N/A

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 4.90	The dollar amount the credit will cost you \$ 3201.52	The amount of credit provided to you on your behalf \$ 24287.46	The amount you will have paid when you have made all scheduled payments \$ 27489.00	The total cost of your purchase on credit, including your downpayment of \$ 480.46 \$ 27969.46

Payment Schedule - <input type="checkbox"/> Payments	Number of	Amount of Each Payment	When Payments are due
Your payment schedule will be:	59	\$ 458.15	monthly starting 13 SEP 19 99
<input type="checkbox"/>	1 final	\$ 458.15	

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.

NOTICE TO THE 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 acknowledge receipt of 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.
Brett Nelson Buyer Signs
Brenda Nelson (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.
Seller APPLE VALLEY FORD Title Manager

QUESTIONS?



PLEASE CALL US AT 1-800-727-7000

SEE BACK FOR ADDITIONAL AGREEMENTS

97-001
ORIGINAL

EXHIBIT B

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 front, 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 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 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 the 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
<p>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.*</p> <p>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.</p>

*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	
<p>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.</p>	
Guarantor _____	Address _____
Guarantor _____	Address _____

FC 17622-SI MAR 97 (Previous editions may NOT be used)

76 FORD

Trade-In	BODY TYPE	Model No.	M.S.R.P.	Weight	Loan	Retail
625	Deduct V6 Engine				625	625
150	Deduct W/out Cruise Control				150	150
100	Deduct W/out Power Door Locks				100	100
150	Deduct W/out Power Windows				150	150
100	Deduct W/out Tilt Steering Wheel				100	100
2000 RANGER PICKUP-1/2 Ton-V6						
Mileage Class: II						
4725	Styleside	R10*	\$11485	3068	4275	6450
4825	Styleside LB	R10*	11955	3121	4350	6550
5025	Flareside	R10*	11980	3068	4525	6775
6475	Styleside Supercab 2D	R14*	15145	3599	5850	8400
6925	Styleside Supercab 4D	R14*	15720		6250	8875
6775	Flareside Supercab 2D	R14*	15640	3540	6100	8725
7225	Flareside Supercab 4D	R14*	16215		6525	9225
450	Add XLT Trim				450	500
2150	Add 4 Wheel Drive				2150	2375
150	Add Aluminum/Alloy Wheels				150	175
50	Add Compact Disc Player				50	75
125	Add Cruise Control				125	150
75	Add Power Door Locks				75	100
125	Add Power Windows				125	150
75	Add Tilt Steering Wheel				75	100
575	Deduct 4 Cyl. Engine				575	575
525	Deduct W/out Air Conditioning				525	525
425	Deduct W/out Automatic Trans.				425	425
* 1 or 5 as the 3rd position of the model # denotes 4WD						
2000 F150 PICKUP-1/2 Ton-V8						
Mileage Class: III						
WS designates Work Truck						
6475	Styleside "WS" 6 3/4'	F17*	\$15285		5850	8400
6575	Styleside "WS" 8'	F17*	15575		5925	8500
7675	Styleside XL 6 3/4'	F17*	16220	3923	6925	9725
7775	Styleside XL 8'	F17*	16520		7000	9825
8175	Flareside XL 6 3/4'	F07*	17230		7375	10275
17475	Flareside Lightning 6 3/4'	F073	30255	4670	15750	20450
9775	Styleside Supercab "WS" 6 3/4'	X17*	17875	4205	8800	12000
9875	Styleside Supercab "WS" 8'	X17*	18165		8900	12100
10975	Styleside Supercab XL 6 3/4'	X17*	18905	4204	9900	13300
11075	Styleside Supercab XL 8'	X17*	19205		9975	13475
11475	Flareside Supercab XL 6 3/4'	X07*	19915		10350	13900
16875	Flareside Supercab Harley 6 3/4'	X07	32995		15200	19675
2000 F250 SUPER DUTY PICKUP-3/4 Ton-V8						
Mileage Class: III						
11125	Styleside XL 8'	F20*	\$19910	5260	10025	13525
13825	Styleside Supercab XL 6 3/4'	X20*	22080		12450	16450
13925	Styleside Supercab XL 8'	X20*	22280		12550	16550
15575	Styleside Crew Cab XL 6 3/4'	W20*	23390	5490	14025	18300
15675	Styleside Crew Cab XL 8'	W20*	23590		14125	18400
2000 F350 SUPER DUTY PICKUP-1 Ton-V8						
Mileage Class: III						
11925	Styleside XL 8'	F30*	\$20365	5195	10750	14375
14625	Styleside Supercab XL 6 3/4'	X30*	22870	5256	13175	17300
14725	Styleside Supercab XL 8'	X30*	23070		13275	17400
16375	Styleside Crew Cab XL 6 3/4'	W30*	24050	5604	14750	19150
16475	Styleside Crew Cab XL 8'	W30*	24250		14850	19250
F SERIES PICKUP OPTIONS						
1050	Add Lariat Trim (XL)				1050	1175
575	Add XLT Trim (XL)				575	650

SEE TRUCK SECTION PAGE 2 FOR ADDITIONAL OPTIONS
MIDWEST EDITION - OCTOBER 2004

FORD 77

Trade-In	BODY TYPE	Model No.	M.S.R.P.	Weight	Loan	Retail
2150	Add 4 Wheel Drive				2150	2375
425	Add 6.8L V10 Engine				425	475
3650	Add 7.3L V8 Turbo Diesel Engine				3650	3875
750	Add 7700 Payload Pkg. (F150)				750	850
200	Add Aluminum/Alloy Wheels (Std. Lightning, Harley)				200	225
75	Add Compact Disc (Std. Lightning, Harley)				75	100
575	Add Dual Rear Wheels				575	650
350	Add Leather Seats (Std. Lightning, Harley)				350	400
150	Add Power Seat (Std. Lightning, Harley)				150	175
625	Deduct V6 Engine				625	625
575	Deduct W/out Air Conditioning				575	575
475	Deduct W/out Automatic Trans.				475	475
150	Deduct W/out Cruise Control				150	150
100	Deduct W/out Tilt Steering Wheel				100	100
* 1, 3, or 8 as the 3rd position of the model # denotes 4WD						
FORD						
1999 EXPLORER-1/2 Ton-V6						
Mileage Class: II						
5000	Wagon 2D Sport	U22	\$20065	3680	4500	6750
6100	Wagon 4D	U32	21840	3876	5500	7975
6100	Wagon 2D Sport (4WD)	U24	22955	3903	5500	7975
7200	Wagon 4D (4WD/AWD)	U34/U35	23720	4113	6500	9200
1350	Add Eddie Bauer Trim				1350	1500
1500	Add Limited Trim				1500	1675
350	Add XLS Trim				350	400
550	Add XLT Trim				550	625
275	Add 5.0L V8 Engine				275	325
100	Add Aluminum/Alloy Wheels (4D)				100	125
250	Add Leather Seats				250	300
75	Add MACH Stereo System				75	100
100	Add Power Seat				100	125
350	Add Power Sunroof				350	400
375	Deduct W/out Automatic Trans.				375	375
100	Deduct W/out Cruise Control				100	100
50	Deduct W/out Power Door Locks				50	50
100	Deduct W/out Power Windows				100	100
50	Deduct W/out Tilt Steering Wheel				50	50
1999 EXPEDITION-1/2 Ton-V8						
Mileage Class: III						
10850	Utility XLT	U17	\$28730	4980	9775	13150
12450	Utility Eddie Bauer	U17	35105	4980	11225	14975
12300	Utility XLT (4WD)	U18	31330	5350	11075	14825
13900	Utility Eddie Bauer (4WD)	U18	38880	5350	12525	16525
300	Add Leather Seats (Std. Eddie Bauer)				300	350
400	Add Power Sunroof				400	450
275	Deduct 4.6L V8 Engine				275	275
175	Deduct W/out 3rd Row Seat				175	175
175	Deduct W/out Rear Air Conditioning				175	175
1999 WINDSTAR-V6						
Mileage Class: II						
2975	Cargo Van	A54	\$18375	3719	2700	4475
3775	Wagon 3.0L	A51	20220	3739	3400	5375
5325	Wagon LX	A51	23660	3890	4800	7100
6775	Wagon SE	A52	27495	4194	6100	8725
8225	Wagon SEL	A53	30415	4270	7425	10325
100	Add Aluminum/Alloy Wheels (LX)				100	125

SEE TRUCK SECTION PAGE 2 FOR ADDITIONAL OPTIONS
MIDWEST EDITION - OCTOBER 2004

TRUCKS

EXHIBIT C

Trade-In	BODY TYPE	Model No.	M.S.R.P.	Weight	Loan	Retail
350	Add Dual Power Sliding Doors (Std. SEL)				350	400
250	Add Leather Seats (Std. SEL)				250	300
275	Add Left Sliding Door (3.0L, LX)				275	325
100	Add Power Seat (Std. SE, SEL)				100	125
175	Add Power Sliding Door (LX, SE)				175	200
175	Add Rear Air Cond (Std. SE, SEL)				175	200
75	Add Rear Bucket Seats (LX)				75	100
475	Deduct W/out Air Conditioning				475	475
100	Deduct W/out Cruise Control				100	100
50	Deduct W/out Power Door Locks				50	50
100	Deduct W/out Power Windows				100	100
50	Deduct W/out Tilt Steering Wheel				50	50
1999 ECONOLINE E150-1/2 Ton-V8						
Mileage Class: III						
7250	Cargo Van	E14	\$19410	4650	6525	9250
8250	Wagon	E11	22095	5182	7425	10350
1999 ECONOLINE E250-3/4 Ton-V8						
Mileage Class: III						
7575	Cargo Van	E24	\$19735	5014	6825	9600
8225	Extended Cargo Van	S24	20435	5145	7425	10325
1999 ECONOLINE E350-1 Ton-V8						
Mileage Class: III						
7950	Super Duty Cargo Van	E34	\$22495	5379	7175	10000
8950	Super Duty Wagon	E31	24980	5852	8075	11100
8600	Super Duty Ext. Cargo Van	S34	23475	5518	7750	10725
9600	Super Duty Ext. Wagon	S31	26670	6186	8650	11800
ECONOLINE OPTIONS						
600	Add Chateau Trim				600	675
500	Add XLT Trim				500	575
400	Add 6.8L V10 Engine				400	450
3100	Add 7.3L V8 Turbo Diesel Engine				3100	3325
150	Add Aluminum/Alloy Wheels				150	175
125	Add Power Seat				125	150
175	Add Rear Air Conditioning				175	200
75	Add Rear Bucket Seats				75	100
575	Deduct V6 Engine				575	575
525	Deduct W/out Air Conditioning				525	525
125	Deduct W/out Cruise Control				125	125
75	Deduct W/out Power Door Locks				75	75
125	Deduct W/out Power Windows				125	125
75	Deduct W/out Tilt Steering Wheel				75	75
1999 RANGER PICKUP-1/2 Ton-V6						
Mileage Class: II						
4025	Styleside	R10*	\$11785	3009	3625	5675
4125	Styleside LB	R10*	12255	3065	3725	5775
4300	Flareside	R10*	12240		3875	5975
5425	Styleside Supercab 2D	R14*	15240		4900	7225
5775	Styleside Supercab 4D	R14*	15935		5200	7600
5700	Flareside Supercab 2D	R14*	15695		5150	7525
6050	Flareside Supercab 4D	R14*	16390		5450	7925
400	Add XLT Trim				400	450
1900	Add 4 Wheel Drive				1900	2125
100	Add Aluminum/Alloy Wheels				100	125
100	Add Cruise Control				100	125
50	Add Power Door Locks				50	75
100	Add Power Windows				100	125
50	Add Tilt Steering Wheel				50	75
525	Deduct 4 Cyl. Engine				525	525

SEE TRUCK SECTION PAGE 2 FOR ADDITIONAL OPTIONS
MIDWEST EDITION - OCTOBER 2004

Trade-In	BODY TYPE	Model No.	M.S.R.P.	Weight	Loan	Retail
475	Deduct W/out Air Conditioning				475	475
375	Deduct W/out Automatic Trans.				375	375
* 1 or 5 as the 3rd position of the model # denotes 4WD						
1999 F150 PICKUP-1/2 Ton-V8						
WS designates Work Truck						
Mileage Class: III						
5500	Styleside "WS" 6 3/4'	F17*	\$15045	3923	4950	7300
5600	Styleside "WS" 8'	F17*	15335	4041	5050	7400
6650	Styleside XL 6 3/4'	F17*	16015	3923	6000	8575
6750	Styleside XL 8'	F17*	16315	4041	6075	8700
7100	Flareside XL 6 3/4'	F07*	17025	3949	6400	9075
15850	Flareside Lightning 6 3/4'	F073	29355	4670	14275	18600
8250	Styleside Supercab "WS" 6 3/4' X17*	X17*	17730	4216	7425	10350
8350	Styleside Supercab "WS" 8' X17*	X17*	18020	4393	7525	10450
9400	Styleside Supercab XL 6 3/4' X17*	X17*	18795	4216	8475	11600
9500	Styleside Supercab XL 8' X17*	X17*	19095	4393	8550	11700
9850	Flareside Supercab XL 6 3/4' X07*	X07*	19805	4241	8875	12075
1999 F250 PICKUP-3/4 Ton-V8						
WS designates Work Truck						
Mileage Class: III						
6225	Styleside "WS" 8'	F27*	\$17090	4352	5625	8125
7375	Styleside XL 8'	F27*	18135	4352	6650	9375
8875	Styleside Supercab "WS" 6 3/4' X27*	X27*	19775	4517	8000	11025
10025	Styleside Supercab XL 6 3/4' X27*	X27*	20915	4517	9025	12275
1999 F250 SUPER DUTY PICKUP-3/4 Ton-V8						
Mileage Class: III						
9550	Styleside XL 8'	F20*	\$19065	4956	8600	11750
11850	Styleside Supercab XL 6 3/4' X20*	X20*	20820	5189	10675	14300
11950	Styleside Supercab XL 8' X20*	X20*	21020	5278	10775	14400
13550	Styleside Crew Cab XL 6 3/4' X20*	X20*	22545	5487	12200	16150
13650	Styleside Crew Cab XL 8' X20*	X20*	22745	5576	12300	16250
1999 F350 SUPER DUTY PICKUP-1 Ton-V8						
Mileage Class: III						
10250	Styleside XL 8'	F30*	\$19710	4966	9225	12500
12550	Styleside Supercab XL 6 3/4' X30*	X30*	21805	5199	11300	15075
12650	Styleside Supercab XL 8' X30*	X30*	22005	5288	11400	15200
14250	Styleside Crew Cab XL 6 3/4' X30*	X30*	23395	5497	12825	16900
14350	Styleside Crew Cab XL 8' X30*	X30*	23695	5586	12925	17000
F SERIES PICKUP OPTIONS						
900	Add Lariat Trim (XL)				900	1000
500	Add XLT Trim (XL)				500	575
1900	Add 4 Wheel Drive				1900	2125
400	Add 6.8L V10 Engine				400	450
3400	Add 7.3L V8 Turbo Diesel Engine				3400	3625
150	Add A/A Wheels (Std. Lightning)				150	175
525	Add Dual Rear Wheels				525	600
300	Add Leather Seats (Std. Lightning)				300	350
125	Add Power Seat (Std. Lightning)				125	150
575	Deduct V6 Engine				575	575
525	Deduct W/out Air Conditioning				525	525
425	Deduct W/out Automatic Trans.				425	425
125	Deduct W/out Cruise Control				125	125
75	Deduct W/out Pwr Door Locks (Ex. "WS", XL)				75	75
125	Deduct W/out Pwr Windows (Ex. "WS", XL)				125	125
75	Deduct W/out Tilt Steering Wheel				75	75
* 1, 3, or 8 as the 3rd position of the model # denotes 4WD						
FORD						
1998 EXPLORER-1/2 Ton-V6						
Mileage Class: II						
4150	Wagon 2D Sport	U22	\$20405	3692	3750	5800

SEE TRUCK SECTION PAGE 2 FOR ADDITIONAL OPTIONS
MIDWEST EDITION - OCTOBER 2004

TRUCKS

TRUCKS

04-04150-0

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:
Brenda L Nelson,

Debtor.

Case No. 04-35481
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. 20897743.
2. The Debtor owes the Creditor \$6,430.27, payoff amount as of September 20, 2004, plus accrued unpaid interest thereon since that date. The monthly loan payment is \$458.15. As of September 20, 2004, the loan payments are in arrears \$1,830.75 for payments owing since June 28, 2004.
3. The debt owed to the Creditor is secured by a perfected lien on a 1999 FORD WINDSTAR LX VEHICLE. The current NADA published retail value of the collateral is \$6,500.00.
4. The collateral was repossessed on September 7, 2004. Creditor desires to sell it immediately.
5. 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".

Dated: October 7, 2004


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

** TOTAL PAGE.04 **

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:
Brenda L Nelson,
Debtor,

Case No. 04-35481
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

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 Contract is co-signed by Brett Nelson who is also a co-owner of the vehicle. Movant has had possession of the collateral since September 9, 2004 and is the owner of record at the present time. Movant desires to sell the collateral immediately.

The total net balance due on the Contract is \$6,430.27 as of September 20, 2004. On information and belief, the collateral has an NADA retail value of \$6,500.00. NADA pages showing the collateral value are attached as Exhibit "C". Debtor's Chapter 13 Plan has been filed with the Court. The terms of the Chapter 13 Plan has no provision for payment of Movant's secured claim nor to protect the co-debtor.

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 June 28, 2004.
- Failure to make payments due post petition under the Contract.

Movant has not been provided with adequate protection of Movant's interest in the collateral. Such circumstances constitute cause, within the meaning of §362(d)(1), justifying relief from the stay.

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

Pursuant to 11 U.S.C. §362(d)(2), relief from the automatic stay is also appropriate if the Debtor has no equity in the property and the property is not necessary to an effective reorganization. See, In re Gellert, 55 B.R. 970 (Bkrcty. D.N.H. 1983). In the present case, the balance due Movant on the Contract is \$6,430.27. It appears Debtor has no equity in the collateral. No evidentiary hearing is required on the issue of equity unless Debtors dispute it. Powers v. American Honda Finance Corp., 216 B.R. 95, 97 (N.D.N.Y. 1997). Movant believes that the collateral is not necessary to an effective reorganization. Pursuant to 11 U.S.C. §362(g), the burden is on the Debtor to establish that this collateral is necessary to an effective reorganization.

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 an owner 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 has no provision for payment of Movant's secured claim and has no provision to pay to protect the codebtor.

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: October 12, 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:
Brenda L Nelson,
Debtor,

Case No. 04-35481
Chapter 13 Case

UNSWORN CERTIFICATE OF SERVICE

I, Linda Jeanne Jungers, declare under penalty of perjury that on October 13, 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.

Brenda L Nelson
3117 201st St West
Farmington, MN 55024

Brett Nelson
3117 201st St West
Farmington, MN 55024

Ronald J Lundquist
10 South 5th Street #700
Minneapolis, MN 55402

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: October 13, 2004

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

04-04150-0

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:
Brenda L Nelson,
Debtor,

Case No. 04-35481
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 November 1, 2004 at 10:30 AM o'clock.

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

IT IS HEREBY ORDERED:

1. The automatic stay is modified to permit Ford Motor Credit Company to repossess and sell the
1999 FORD WINDSTAR LX 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 Brett Nelson.
3. Notwithstanding Federal Rule of Bankruptcy Procedure 4001(a)(3), this Order is effective immediately.

Dated: _____

United States Bankruptcy Judge