
In Re:
Lynn M Courtright
and Christopher Courtright,
Debtors,

Case No. 04-35686

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 3, 2004 at 9:30 AM o'clock, in Courtroom No. 228A, 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 29, 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 25, 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 30, 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 1996 Dodge Grand Caravan SE 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). Debtors are delinquent under the terms of the original contract with Movant and under the Chapter 13 Plan. Movant requests relief under §362(d)(2). The Debtors have no equity in the collateral, and the collateral is not necessary to an effective reorganization.
7. Movant gives notice that it may, if necessary, call the person who signed the verification to this motion, or some other representative of Movant, from Movant's offices in Minnesota, to testify regarding the debt and value.
8. This notice of motion and motion also serve as notice of default required by Cobb v. Midwest Recovery Bureau Co., 295 N.W.2d 232 (Minn.1980). If the default is not cured before the hearing, Movant will repossess the property promptly upon the Court signing the Order.
9. A separate Memorandum of Fact and Law is attached hereto and made a part hereof.

WHEREFORE, 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.

MINNESOTA DEPARTMENT OF PUB
DRIVER & VEHICLE SERVICES DIVI
445 MINNESOTA ST., ST. PAUL, MN.
CONFIRMATION OF LIEN PERFECTION - L

**COURTRIGHT CHRISTOPHER
COURTRIGHT LYNN MARIE
38610 GRAND AVE
NROTH BRANCH MN 55056**

PAID
Permit No. 171
St. Paul, MN

*

099NVN

1ST SECURED PARTY

LIEN HOLDER

| | | | |
|--------------------------|--------------|---------------------------|------------------------|
| 96 Year | DODG Make | SVCAR Model | H2200M676 Title NR. |
| 2B4GP4430TR838994 VIN | | 06/03/00 Security Date | NO Rebuilt |

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

**FORD MOTOR CREDIT CO C/O ASG
PO BOX 105704
ATLANTA GA 30348-5704**

EXHIBIT A

SA SIMPLE INTEREST VEHICLE RETAIL INSTALLMENT CONTRACT

DATE 06/03/2000

Buyer Name and Address (Including County and Zip Code) **LYNN MARIE COURTRIGHT**
 38610 GRAND AVENUE
 NORTH BRANCH MN 55056
 CHISAGO

CREDITOR (Seller Name and Address) **WHITE BEAR LINCOLN MERCURY**
 3425 N. HWY 51
 WHITE BEAR LAKE, MN 55110

CHRISTOPHER COURTRIGHT
 38610 GRAND AVENUE
 NORTH BRANCH MN 55056
 CHISAGO

JUN 12 2000

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 |
| USED | 96 DODG | CARAVAN | | 2B4GP4430TR838994 | <input checked="" type="checkbox"/> Personal <input type="checkbox"/> Agricultural <input type="checkbox"/> C |

Trade-in **92 PLYM VOYA** \$ **5005.00** Gross Allowance \$ **3669.31** Amount Owning

ITEMIZATION OF AMOUNT FINANCED

| | |
|---|-----------------|
| 1. Cash Price..... | \$ 14995.00 (1) |
| 2. Down Payment | |
| Manufacturer's Rebate Assigned to Creditor..... | \$ N/A |
| Cash Down Payment..... | \$ 800.00 |
| Trade-in (description above)..... | \$ 1335.69 |
| Total Down Payment..... | \$ 2135.69 (2) |
| 3. Unpaid Balance of Cash Price (1 minus 2)..... | \$ 12859.31 (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 \$ 13.00 ; | |
| (ii) for filing fees \$ 2.00 ; | |
| (iii) for taxes (not in Cash Price) | \$ 649.35 |
| To Insurance Companies for: | |
| Credit Life Insurance..... | \$ N/A |
| Credit Disability Insurance..... | \$ N/A |
| To WHITE BEAR LINCOLN for EXT SERV CONTRACT | \$ 1065.00 |
| To _____ for _____ | \$ N/A |
| To WHITE BEAR LINCOLN for DOCUMENT FEE | \$ 25.00 |
| To _____ for _____ | \$ N/A |
| Total..... | \$ 1754.35 (4) |
| 5. Amount Financed (3 plus 4)..... | \$ 14613.66 (5) |

NE: 001

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 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 N/A Months (Estimate)

Premium \$ N/A

FEDERAL FINANCING ADOPTIONS

| ANNUAL PERCENTAGE RATE | FINANCE CHARGE | Amount Financed | Total of Payments | Total Sale Price |
|------------------------|----------------|-----------------|-------------------|------------------|
| 23.25% | \$ 10229.94 | \$ 14613.66 | \$ 24843.60 | \$ 26979.29 |

| Payment Schedule | Number of payments | Amount of Each payment | When Payments are due |
|--------------------------------|--------------------|------------------------|------------------------------|
| Your payment schedule will be: | 59 | \$ 411.06 | monthly starting 03 JUL 2000 |
| | 1 final | \$ 411.06 | |

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.

Lynn Courtright Buyer Signs *[Signature]* (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 **WHITE BEAR LINCOLN MERCURY** Title **FINANCE MGR.**
TARROTT, JERRY

FC 17622-SI AUG 99 (Previous editions may NOT be used.)

QUESTIONS?



PLEASE CALL US AT 1-800-727-7000

SEE BACK FOR ADDITIONAL AGREEMENTS

99-001

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.

3. 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.

DISCLAIMER

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 17622-SI AUG 99 (Previous editions may NOT be used)

18 **DAIHATSU**

| Trade-In | BODY TYPE | Model No. | M. S. R. P. | Weight | Loan | Retail |
|----------|-----------|-----------|-------------|--------|------|--------|
|----------|-----------|-----------|-------------|--------|------|--------|

DAIHATSU

| DAIHATSU | | Mileage Class: I | |
|-----------------------|------------------------|------------------|----------------|
| 1992 ROCKY 4WD | | | |
| 1100 | Utility Convertible SE | FF31 \$11697 | 2789 1000 2150 |
| 1300 | Utility Hardtop SE | BF31 12497 | 2845 1175 2375 |
| 1450 | Utility Hardtop SX | BF32 13497 | 2867 1325 2550 |

| DAIHATSU | | Mileage Class: I | |
|-----------------------|------------------------|------------------|----------------|
| 1991 ROCKY 4WD | | | |
| 975 | Utility Convertible SE | FF31 \$11297 | 2778 900 2000 |
| 1125 | Utility Hardtop SE | BF31 12097 | 2833 1025 2175 |
| 1250 | Utility Hardtop SX | BF32 12997 | 2867 1125 2325 |

| DAIHATSU | | Mileage Class: I | |
|-----------------------|------------------------|------------------|---------------|
| 1990 ROCKY 4WD | | | |
| 850 | Utility Convertible SE | FF31 \$10897 | 2778 775 1875 |
| 950 | Utility Convertible SX | FF32 11597 | 2794 875 1975 |
| 975 | Utility Hardtop SE | BF31 11697 | 2833 900 2000 |
| 1075 | Utility Hardtop SX | BF32 12497 | 2855 975 2125 |

DODGE

| DODGE | | Mileage Class: II | |
|------------------------|------------------|-------------------|----------------|
| 1996 CARAVAN-V6 | | | |
| 1700 | Caravan | P25 \$16575 | 3528 1550 2975 |
| 2350 | Caravan SE | P45 18855 | 3696 2125 3750 |
| 2925 | Caravan LE | P55 23190 | 3875 2650 4400 |
| 3150 | Caravan ES | P55 23715 | 3875 2850 4675 |
| 2200 | Grand Caravan | P24 17825 | 3680 2000 3575 |
| 2850 | Grand Caravan SE | P44 19595 | 3766 2575 4325 |
| 3425 | Grand Caravan LE | P54 23680 | 3949 3100 5000 |
| 3650 | Grand Caravan ES | P54 24205 | 3949 3300 5250 |

| DODGE | | Mileage Class: III | |
|-------------------------------------|------------------|--------------------|----------------|
| 1996 RAM VAN 1500-1/2 Ton-V8 | | | |
| 4325 | Wagon 109.6" | B15 \$18783 | 4243 3900 6000 |
| 3325 | Van 109.6" | B11 16253 | 3880 3000 4875 |
| 1996 RAM VAN 2500-3/4 Ton-V8 | | | |
| 4625 | Wagon 127.6" | B25 \$20779 | 4257 4175 6350 |
| 3625 | Van 109.6" | B21 16951 | 3830 3275 5225 |
| 3675 | Van 127.6" | B24 16998 | 3993 3325 5275 |
| 3975 | Maxivan 127.6" | B24 18573 | 4159 3600 5600 |
| 1996 RAM VAN 3500-1 Ton-V8 | | | |
| 4925 | Wagon 127.6" | B35 \$21980 | 4643 4450 6675 |
| 5275 | Maxiwagon 127.6" | B34 23789 | 4837 4750 7050 |
| 3925 | Van 127.6" | B31 19510 | 4112 3550 5550 |
| 4275 | Maxivan 127.6" | B34 20087 | 4439 3850 5950 |

| RAM VAN OPTIONS | | Mileage Class: III | |
|-----------------|------------------|--------------------|---------|
| 250 | Add SLT Trim | | 250 300 |
| 200 | Deduct V6 Engine | | 200 200 |

ADJUST FOR MILEAGE - ADJUST FOR CONDITION
SEPTEMBER THRU DECEMBER 2004

DODGE 19

| Trade-In | BODY TYPE | Model No. | M. S. R. P. | Weight | Loan | Retail |
|----------|-----------|-----------|-------------|--------|------|--------|
|----------|-----------|-----------|-------------|--------|------|--------|

| DODGE | | Mileage Class: II | |
|--|------------------------|-------------------|----------------|
| 300 Deduct W/out Air Conditioning | | | |
| 1996 DAKOTA PICKUP-1/2 Ton-V6 | | | |
| 2150 | Sweptline "WS" 6 1/2' | L26* \$11075 | 3042 1950 3525 |
| 2200 | Sweptline "WS" 8' | L26* 11691 | 3065 2000 3575 |
| 2500 | Sweptline 6 1/2' | L26* 13170 | 3042 2250 3925 |
| 2550 | Sweptline 8' | L26* 13681 | 3065 2300 3975 |
| 2450 | Sweptline Sport 6 1/2' | L26* 11945 | 3042 2225 3875 |
| 3500 | Club Cab 6 1/2' | L23* 16251 | 3528 3150 5075 |
| 3450 | Club Cab Sport 6 1/2' | L23* 16121 | 3528 3125 5025 |

| DODGE | | Mileage Class: II | |
|-------|-------------------------------|-------------------|-----------|
| 225 | Add SLT Trim | | 225 250 |
| 1300 | Add 4 Wheel Drive | | 1300 1450 |
| 250 | Add V8 Engine | | 250 300 |
| 175 | Deduct 4 Cyl. Engine | | 175 175 |
| 200 | Deduct W/out Air Conditioning | | 200 200 |
| 150 | Deduct W/out Automatic Trans. | | 150 150 |

* F as the 1st position of the model # denotes 4WD

| DODGE | | Mileage Class: III | |
|--|----------------------------|--------------------|----------------|
| 1996 RAM 1500 PICKUP-1/2 Ton-V8 | | | |
| 3800 | Sweptline "WS" 6 1/2' (V6) | C16 \$13741 | 4009 3425 5400 |
| 3850 | Sweptline "WS" 8' (V6) | C16 14031 | 4180 3475 5475 |
| 4500 | Sweptline 6 1/2' | C16* 15106 | 4028 4050 6200 |
| 4550 | Sweptline 8' | C16* 15390 | 4199 4100 6250 |
| 5550 | Club Cab 6 1/2' | C13* 17851 | 4529 5000 7350 |
| 5600 | Club Cab 8' | C13* 18132 | 4649 5050 7400 |

| DODGE | | Mileage Class: III | |
|---|-----------------|--------------------|----------------|
| 1996 RAM 2500 PICKUP-3/4 Ton-V8 | | | |
| 5250 | Sweptline 8' | C26* \$17230 | 4612 4725 7025 |
| 5350 | HD Sweptline 8' | C26* 18654 | 4760 4825 7125 |
| 6250 | Club Cab 6 1/2' | C23* 20619 | 4885 5625 8150 |
| 6300 | Club Cab 8' | C23* 20825 | 5005 5675 8200 |
| 1996 RAM 3500 PICKUP-1 Ton-V8-Dual Rear Wheels | | | |
| 6350 | Sweptline 8' | C36* \$19947 | 5160 5725 8325 |
| 7400 | Club Cab 8' | C33* 22346 | 5493 6675 9450 |

RAM PICKUP OPTIONS

| | | | |
|------|-------------------------------------|--|-----------|
| 325 | Add Laramie SLT Trim | | 325 375 |
| 150 | Add Sport Trim | | 150 175 |
| 1300 | Add 4 Wheel Drive | | 1300 1450 |
| 2300 | Add 5.9L 6 Cyl. Turbo Diesel Engine | | 2300 2525 |
| 300 | Add 8.0L V10 Engine | | 300 350 |
| 200 | Deduct V6 Engine (Ex. "WS") | | 200 200 |
| 300 | Deduct W/out Air Conditioning | | 300 300 |
| 200 | Deduct W/out Automatic Trans. | | 200 200 |

* F as the 1st position of the model # denotes 4WD

DODGE

| DODGE | | Mileage Class: II | |
|------------------------|----------------------|-------------------|----------------|
| 1995 CARAVAN-V6 | | | |
| 875 | Caravan C/V | H11 \$16145 | 3134 800 2000 |
| 1225 | Extended Caravan C/V | H14 17685 | 3393 1125 2425 |
| 1125 | Caravan | H25 16160 | 3287 1025 2300 |
| 1525 | Caravan SE | H45 18655 | 3439 1375 2775 |
| 2025 | Caravan LE | H55 23380 | 3620 1825 3375 |
| 2225 | Caravan ES | H55 23890 | 3620 2025 3600 |
| 1475 | Grand Caravan | H24 18605 | 3530 1350 2725 |
| 1875 | Grand Caravan SE | H44 19585 | 3638 1700 3200 |
| 2375 | Grand Caravan LE | H54 23680 | 3776 2150 3775 |
| 2575 | Grand Caravan ES | H54 24190 | 3776 2325 4000 |

ADJUST FOR MILEAGE - ADJUST FOR CONDITION
SEPTEMBER THRU DECEMBER 2004

TRUCKS

TRUCKS

EXHIBIT C

04-04149-0

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

Case No. 04-35686

In Re:
Lynn M Courtwright
and Christopher Courtwright,
Debtors,

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. 23856283.
2. The Debtor owes the Creditor \$10,824.14, payoff amount as of September 30, 2004. The monthly loan payment is \$414.06. As of September 30, 2004, the loan payments are in arrears \$1,242.18 for payments owing since July 20, 2004.
3. The debt owed to the Creditor is secured by a perfected lien on a 1996 Dodge Grand Caravan SE vehicle. The current NADA published retail value of the collateral is \$4,325.00.
4. The proposed plan has no provision for secured claim treatment on this debt.
5. The collateral is in the Creditor's possession; Creditor desires to sell it immediately.
6. 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
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:
Lynn M Courtright
and Christopher Courtright,
Debtors,

Case No. 04-35686

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. Movant has possession of the collateral and desires to sell it immediately.

The total net balance due on the Contract is \$10,824.14 as of September 30, 2004. On information and belief, the collateral has an NADA retail value of \$4,325.00. NADA pages showing the collateral value are attached as Exhibit "C".

Debtors' Chapter 13 Plan has been filed with the Court. The terms of the Chapter 13 Plan provide for no payment on Movant's secured claim.

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 20, 2004.
- Failure to make payments due post petition under the Contract.

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

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

Pursuant to 11 U.S.C. §362(d)(2), relief from the automatic stay is also appropriate if the Debtor has no equity in the property and the property is not necessary to an effective reorganization. See, In re Gellert, 55 B.R. 970 (Bkrcty. D.N.H. 1983). In the present case, the balance due Movant on the Contract is \$10,824.14. 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.

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

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UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:
Lynn M Courtright
and Christopher Courtright,
Debtors,

Case No. 04-35686

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.

Lynn M Courtright
38610 Grand Ave
North Branch, MN 55056

Christopher Courtright
38610 Grand Ave
North Branch, MN 55056

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: October 13, 2004

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

04-04149-0

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:
Lynn M Courtright
and Christopher Courtright,
Debtors,

Case No. 04-35686

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 3, 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
1996 Dodge Grand Caravan SE vehicle, VIN 2B4GP4430TR838994
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