

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In Re:

Constance L. Dang
Connie Louise Dang
SSN XXX-XX-8864

CHAPTER 13 CASE

CASE NO. 03-50037 RJK

Debtor.

NOTICE OF HEARING AND MOTION FOR RELIEF FROM STAY

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

1. Wells Fargo Bank, N.A., successor by merger to Wells Fargo Bank Minnesota, National Association, as Trustee for the benefit of the registered holders of the Structured Asset Securities Corporation Amortizing Residential Collateral Trust, Mortgage Pass-Through Certificates, Series 2002-BC6 (hereinafter "Secured Creditor"), by its undersigned attorney moves the Court for the relief requested below and gives notice of hearing herewith.

2. The Court will hold a hearing on this motion on October 25, 2004, at 10:30 a.m., or as soon thereafter as counsel can be heard, before the Honorable Robert J. Kressel in Courtroom 2, Fourth Floor of the above entitled Court located at U.S. Courthouse, 515 West First Street, Duluth, Minnesota.

3. Any response to this motion must be filed and delivered not later than October 20, 2004, which is three days before the time set for the hearing (excluding Saturdays, Sundays and holidays), or served and filed by mail not later than October 14, 2004, which is seven days before the time set for the hearing (excluding Saturdays, Sundays and holidays). **UNLESS A RESPONSE OPPOSING THE MOTION IS TIMELY FILED, THE COURT MAY GRANT THE MOTION WITHOUT A HEARING.**

4. This Court has jurisdiction over this motion pursuant to 28 U.S.C. §§ 157 and 1334, Federal Rule of Bankruptcy Procedure 5005 and Local Rule 1070-1. This proceeding is a core proceeding. The

petition commencing this case was filed on January 12, 2003. The case is now pending in this Court.

5. This motion arises under 11 U.S.C. § 362 and Federal Rule of Bankruptcy Procedure 4001. This motion is filed under Federal Rule of Bankruptcy Procedure 9014 and Local Rules 9013-1 - 9019-1. Movant requests relief from the automatic stay with respect to property subject to a lien. Movant requests said relief be effective immediately notwithstanding Federal Rule of Bankruptcy Procedure 4001(a)(3).

6. Debtor is indebted to Secured Creditor in the original principal amount of \$81,000.00, as evidenced by that certain Promissory Note dated May 28, 2002, a copy of which is attached hereto as Exhibit "A", together with interest thereon.

7. Debtor's indebtedness is secured by a mortgage on real estate in which Debtor has an interest as evidenced by that certain mortgage deed dated May 28, 2002, executed by Constance Louise Dang, single woman, a copy of which is attached hereto as Exhibit "B". The name and address of the original creditor is contained in the attached Exhibit "B". The property is located in Saint Louis County, Minnesota and is legally described as follows to-wit:

A certain tract or parcel of land in St. Louis County, in the State of Minnesota, described as follows: Lot 14, Block 113, London Addition to Duluth.

Secured Creditor is now the holder of said mortgage and is entitled to enforce the terms thereof.

8. At all times material, Debtor was in default of the payments and performance of obligations to Secured Creditor.

9. Pursuant to 11 U.S.C. § 362(g) the burden is on Debtor to prove absence of cause and/or adequate protection. This secured creditor's interest in the property is not adequately protected where, as of October 4, 2004, Debtor is delinquent in the making of post-petition monthly payments as required for the months of October, 2003 through October, 2004, inclusive, in the amount of \$1,049.81 each; accruing late charges of \$551.72 and attorneys fees and costs of \$700.00. Debtor has failed to make any offer of adequate protection.

10. Debtor has no equity in the property and the property is not necessary to an effective

reorganization. The value of the property as scheduled by Debtor is \$92,000.00 subject to Secured Creditor's mortgage in excess of \$99,213.84.

The burden is on Debtor to establish that this property is necessary to an effective reorganization.

11. Secured Creditor desires to protect its interest in the aforementioned property and requests the Court to vacate the stay of actions and allow foreclosure pursuant to Minnesota law.

12. Secured Creditor has incurred and will incur legal fees and costs to protect and enforce its rights in the subject property.

WHEREFORE, Secured Creditor, by its undersigned attorney, moves the Court for an order for judgment that the automatic stay provided by 11 U.S.C. § 362(a) be modified so to permit the movant to commence mortgage foreclosure proceedings under Minnesota law and for such other relief as may be just and equitable.

Dated this 4th day of October, 2004.

WILFORD & GESKE

By /e/ James A. Geske
James A. Geske
Attorneys for Secured Creditor
7650 Currell Blvd., Ste 300
Woodbury, MN 55125
651-209-3300
Attorney Reg. No. 14969X

THIS COMMUNICATION IS FROM A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

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CERTIFIED
TRUE COPY

(Space Above This Line For Recording Date)

MORTGAGE

MIN100122200000115474

Return To:

Please Return Recording To:
ARCHER LAND TITLE, INC.
2021 E. HENNEPIN AVE SUITE
460
MINNEAPOLIS, MN 55413

Loan No.: MIN2190DANG

DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated May 28, 2002 together with all Riders to this document.

MINNESOTA Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERG

Form 5024 1/01

SA(MN) (0005) 02

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Initials

CJD

VMP MORTGAGE FORMS - (0005) 1-7781

EXHIBIT B

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(B) "Borrower" is CONSTANCE LOUISE DANG, Single Woman

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is BNC MORTGAGE, INC., A DELAWARE CORPORATION

Lender is a corporation

organized and existing under the laws of DelawareLender's address is P.O. BOX 19656, IRVINE, CA 92623-9656(E) "Note" means the promissory note signed by Borrower and dated May 28, 2002The Note states that Borrower owes Lender eighty-one thousand and 00/100

Dollars

(U.S. \$ 81,000.00) plus interest. Borrower has promised to pay this debt in regular PeriodicPayments and to pay the debt in full not later than June 1, 2032

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

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

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following

Riders are to be executed by Borrower (check box as applicable):

<input checked="" type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> VA Rider	<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Other(s) (specify)

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

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

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

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- (L) "Escrow Items" means those items that are described in Section 3.
- (M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
- (N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
- (O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
- (P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
- (Q) "Successor In Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

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

COUNTY of SAINT LOUIS, MINNESOTA :

[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

A CERTAIN TRACT OR PARCEL OF LAND IN ST. LOUIS COUNTY, IN THE STATE OF MINNESOTA, DESCRIBED AS FOLLOWS: LOT 14, BLOCK 113, LONDON ADDITON TO DULUTH.

Parcel ID Number:
4809 DODGE STREET
DULUTH
("Property Address"):

which currently has the address of
[Street]
(City), Minnesota 55804 [Zip Code]

initial CZD

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

Witness:

_____ (Seal) *Constance Louise Dang* (Seal)
 CONSTANCE LOUISE DANG -Borrower

_____ (Seal)
 -Borrower

_____ (Seal) _____ (Seal)
 -Borrower -Borrower

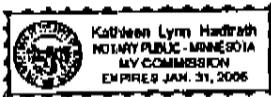
_____ (Seal) _____ (Seal)
 -Borrower -Borrower

_____ (Seal) _____ (Seal)
 -Borrower -Borrower

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STATE OF MINNESOTA, *Saint Louis* County ss:
On this *28th* day of *May*, *2003*, before me appeared
CONSTANCE LOUISE DANG, *Single woman*

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



Kathleen Lynn Hadrath
Notary Public
My Commission Expires: *1-31-06*

This instrument was drafted by:
BNC Mortgage, Inc.
1063 Mc Gowan Ave
Minne CA. 92614-5532
Tax statements for the real property described in this instrument should be sent to:
CONSTANCE LOUISE DANG
4809 DODGE STREET, DULUTH, MN 55804

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In Re:

Constance L. Dang
Connie Louise Dang
SSN XXX-XX-8864

CHAPTER 13 CASE

CASE NO. 03-50037 RJK

Debtor.

**MEMORANDUM IN SUPPORT OF
MOTION FOR RELIEF FROM STAY**

ARGUMENT

I. CAUSE EXISTS FOR THE GRANTING OF RELIEF FROM THE AUTOMATIC STAY PURSUANT TO 11 U.S.C. § 362(d)(1) WHERE THE INTEREST OF THIS SECURED CREDITOR IS NOT ADEQUATELY PROTECTED.

Pursuant to 11 U.S.C. § 362(g) the burden is on Debtor to prove absence of cause and/or adequate protection. Secured Creditor's interest in the property is not adequately protected where:

1. As of October 4, 2004, Debtor is delinquent for post-petition monthly payments as required for the months of October, 2003 through October, 2004, in the amount of \$1,049.81 each; accruing late charges of \$551.72 and attorneys fees and costs of \$700.00.

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

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

II. THE AUTOMATIC STAY SHOULD BE MODIFIED PURSUANT TO 11 U.S.C. § 362(d)(2)

WHERE (1) DEBTOR DOES NOT HAVE ANY EQUITY IN THE PROPERTY, AND (2) THE PROPERTY IS NOT NECESSARY TO AN EFFECTIVE REORGANIZATION.

The first requirement under § 362(d)(2) is met where the total of all the encumbrances against the property is in excess of the value of the property. The value of the property as scheduled by Debtor is \$92,000.00 subject to Secured Creditor's mortgage in excess of \$99,213.84.

The burden is on Debtor to establish that this property is necessary to an effective reorganization.

CONCLUSION

Secured Creditor is entitled to relief from the automatic stay pursuant to 11 U.S.C. § 362(d)(1) for cause, and where its interest in the secured property is not adequately protected. Secured Creditor is also entitled to relief from the automatic stay pursuant to 11 U.S.C. § 362(d)(2) where Debtor has no equity in the property, and where the property is not necessary to an effective reorganization.

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

Dated this 4th day of October, 2004.

WILFORD & GESKE

By /e/ James A. Gekse

James A. Geske
Attorneys for Secured Creditor
7650 Currell Blvd., Ste 300
Woodbury, MN 55125
651-209-3300
Attorney Reg. No. 14969X

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In Re:

CHAPTER 13 CASE

Constance L. Dang
Connie Louise Dang
SSN XXX-XX-8864

CASE NO. 03-50037 RJK

**AFFIDAVIT OF
TARSHA RUCKER**

Debtor.

Tarsha Rucker, being first duly sworn on oath, deposes and states:

1. That she is the U.S. Facilitator of OCWEN Federal Bank, FSB.

2. Wells Fargo Bank, N.A., successor by merger to Wells Fargo Bank Minnesota, National Association, as Trustee for the benefit of the registered holders of the Structured Asset Securities Corporation Amortizing Residential Collateral Trust, Mortgage Pass-Through Certificates, Series 2002-BC6, is now the holder of a mortgage on real property in which the debtor has an interest. The debtor's indebtedness is evidenced by that certain mortgage deed dated May 28, 2002, executed by Constance Louise Dang, single woman. The property is located in Saint Louis County, Minnesota and is legally described as follows, to-wit:

A certain tract or parcel of land in St. Louis County, in the state of Minnesota, described as follows: Lot 14, Block 113, London Addition to Duluth.

3. That she has reviewed the account records relating to the Dang mortgage loan, account no. 31568066.

4. That as of September 21, 2004, the following amounts were owing on this account:

Unpaid Principal:	\$80,707.49
Interest through September 15, 2004	13,559.97
Attorney's Fees:	700.00
Late Charges:	127.32
Pre-Petition Credit (-):	(178.95)
Bankruptcy Fees and Costs:	1,175.00
Attorney Fee & Collection Cost:	95.00
Foreclosure Fees and Costs:	484.00
Property Valuation Fee - BPO:	474.00
Suspense Credit including misc suspense credit (-)	(287.32)
Escrow Advance:	2,357.33

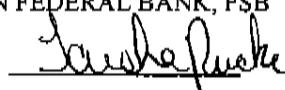
TOTAL: \$ 99,213.84

5. That the mortgage loan is delinquent for post-petition monthly mortgage payments for the months of October, 2003 through September, 2004 in the amount of \$1,049.81 each.

6. This affidavit is given in support of the motion of Wells Fargo Bank, N.A., successor by merger to Wells Fargo Bank Minnesota, National Association, as Trustee for the benefit of the registered holders of the Structured Asset Securities Corporation Amortizing Residential Collateral Trust, Mortgage Pass-Through Certificates, Series 2002-BC6 for relief from the automatic stay.

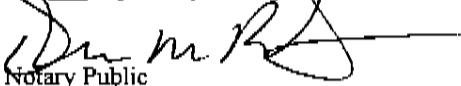
OCWEN FEDERAL BANK, FSB

By



TARSHA RUCKER
U.S. Facilitator

Subscribed and sworn to before me
this 21 day of September, 2004.



Notary Public



Queen Michelle Roberts
My Commission DD145647
Expires August 28, 2008

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In Re:

Constance L. Dang
Connie Louise Dang
SSN XXX-XX-8864

CHAPTER 13 CASE

CASE NO. 03-50037 RJK

Debtor.

**UNSWORN DECLARATION
FOR PROOF OF SERVICE**

Joanna Cheyka, employed by Wilford & Geske, attorneys licensed to practice law in this Court, with office address at 7650 Currell Blvd., Ste 300, Woodbury, Minnesota, declares that on October 4, 2004, I served the annexed Notice of Hearing and Motion for Relief from Stay, Memorandum in Support of Motion for Relief, Affidavit of Tarsha Rucker, and proposed Order to each person referenced below, a copy thereof by enclosing the same in an envelope with first class mail postage prepaid and depositing the same in the post office at Woodbury, Minnesota addressed to each of them as follows:

Constance L. Dang
4809 Dodge St
Duluth, MN 55804

Michael J. Farrell
PO Box 519
Barnesville, MN 56514

Peter C. Greenlee
Greenlee Law Office
PO Box 1067
Twig, MN 55791

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

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

Dated this 4th day of October, 2004.

/e/ Joanna Cheyka
Joanna Cheyka

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In Re:

Constance L. Dang
Connie Louise Dang
SSN XXX-XX-8864

CHAPTER 13 CASE

CASE NO. 03-50037 RJK

Debtor.

ORDER

The above entitled matter came on for hearing upon motion of Wells Fargo Bank, N.A., successor by merger to Wells Fargo Bank Minnesota, National Association, as Trustee for the benefit of the registered holders of the Structured Asset Securities Corporation Amortizing Residential Collateral Trust, Mortgage Pass-Through Certificates, Series 2002-BC6 (hereinafter "Secured Creditor"), pursuant to 11 U.S.C. § 362 on October 25, 2004, at U.S. Courthouse, 515 West First Street, Duluth, Minnesota. Appearances were as noted in the record. The Chapter 13 Trustee filed her Report of Standing Trustee in response to this motion. Based upon the evidence adduced at said hearing, the arguments of counsel, and the Court being fully advised of the premises,

IT IS HEREBY ORDERED that Secured Creditor, its assignees and/or successors in interest, is granted relief from the stay of actions imposed by 11 U.S.C. § 362 with regard to that certain mortgage deed dated May 28, 2002, executed by Constance Louise Dang, single woman, covering real estate located in Saint Louise County, Minnesota, legally described as follows, to-wit:

A certain tract or parcel of land in St. Louis County, in the State of Minnesota, described as follows:
Lot 14, Block 113, London Addition to Duluth

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

Notwithstanding Federal Rule of Bankruptcy Procedure

4001(a)(3), this Order is effective immediately.

Dated: _____

Judge of Bankruptcy Court