

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In Re:

CHAPTER 7 CASE

Michael J. Liskiewicz
Inspirology, Inc.
SSN XXX-XX-0697
Linda M. Liskiewicz
SSN XXX-XX-2774
Debtor.

CASE NO. 04-50855 GFK

NOTICE OF HEARING AND MOTION FOR RELIEF FROM STAY

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

1. GMAC Mortgage Corporation (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 6, 2004, at 1:30 p.m., or as soon thereafter as counsel can be heard, before the Honorable Gregory F. Kishel 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 1, 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 September 27, 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 July 28, 2004. 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 \$158,400.00, as evidenced by that certain mortgage deed dated October 15, 1999, 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 October 15, 1999, executed by Linda Liskiewicz, married to Michael; and James Liskiewicz and Doris Liskiewicz, husband and wife, recorded on November 3, 1999, as Document No. 674792, a copy of which is attached hereto as Exhibit "A". The name and address of the original creditor is contained in the attached Exhibit "A". The property is located in Saint Louis County, Minnesota and is legally described as follows to-wit:

Lot 5, Gilbert rearrangement of Lots 1, 2, 3, 4, 5 and 6 Second Glen Avon Division of 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 August 31, 2004, Debtor is delinquent in the making of monthly payments as required for the months of June, 2003 through August, 2004, inclusive, in the amount of \$1,376.27 each for the months of June, 2003 through July, 2003 and \$1,443.36 each month thereafter; accruing late charges of \$631.73 and attorneys fees and costs of \$700.00. Debtor has failed to make any offer of adequate protection.

10. 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.

11. 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 terminated 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 31st day of August, 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.

674792

No. 112412 Date OCT 22 1999
Registration Tax of \$ 364.32
St. Louis County Auditor
Cashier
Checked by [Signature]
BOS
OCT 25 1999

Office of the
Registrar of Titles
St. Louis County, Minnesota
Certified Filed on
NOV 3, 1999, at 11:59AM as
Document No. 674792.0
Affecting Certificate(s) of Title
282930.0

Mark A. Monacoelli
Registrar of Titles
By DARLENE JOE DEPUTY
TFR 103124



NOV 09 1999 DO NOT REMOVE

[Space Above This Line for Recording Data]

Loan No.: 1802230

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on October 15 1999. The mortgagor is Linda Liskiewicz, MARRIED TO MICHAEL; and James Liskiewicz and Doris Liskiewicz, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to Aegis Mortgage Corporation dba New America Financial

which is organized and existing under the laws of the state of Oklahoma, and whose address is 11111 Wilcrest Green, #250, Houston, TX 77042

("Lender"). Borrower owes Lender the principal sum of one hundred fifty eight thousand four hundred and NO/100ths Dollars (U.S. \$ 158,400.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on November 1 2029, and for interest at the yearly rate of 7.875 percent. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) 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 Lender, with power of sale, the following described property located in Saint Louis County, Minnesota:

LOT 5, GILBERT REARRANGEMENT OF LOTS 1,2,3,4,5 AND 6 SECOND GLEN AVON DIVISION OF DULUTH

O.D. CERTIFICATE NO. 271622

PROPERTY ID #10-1845-50

EXHIBIT A

Return to
Com
10304
20 58 23

which has the address of 2225 Woodland Avenue

Duluth, Minnesota
(City)

(Street)
55812
(Zip Code)

("Property Address")

Initials [Signatures]

Minnesota Mortgage-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

THE COMPLIANCE SOURCE, INC.
To Order Call: (972) 980-2178 • Fax (972) 392-2891
www.compliance-source.com



Form 3024 09/90
(page 1 of 6 pages)
14001001.CS 02/99

674792

25. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)].

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- Other(s) [specify]
- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

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

Witnesses:

_____ (Seal)
Linda Liskiewicz - Borrower

_____ (Seal)
James Liskiewicz - Borrower

_____ (Seal)
Doris Liskiewicz - Borrower

_____ (Seal)
MICHAEL LISKIEWICZ SIGNING SOLELY
FOR THE PURPOSE OF WAIVING HOMESTEAD RIGHTS - Borrower

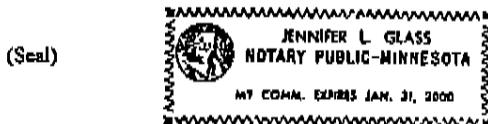
[Space Below This Line For Acknowledgment]

State of Minnesota §
County of Saint Louis §

The foregoing instrument was acknowledged before me this 15, October 1999 (date) by Linda Liskiewicz, MARRIED TO MICHAEL, and James Liskiewicz and Doris Liskiewicz, HUSBAND AND WIFE

[name of person acknowledged]

Jennifer L. Glass
Notary Public, State of Minnesota
My Commission Expires: 1/31/00



After Recording Please Return To:

[Name of Notary Person]
New America Financial
[Company Name]
3131 Turtle Creek Blvd.
[Street Address]
Dallas, TX 75219
[City, State ZIP]

This Instrument was Drafted By:

Daniel A. Spaulding
[Company Name]
901 Warrenville Road, Suite 100
[Street Address]
Lisle, IL 60532
[City, State ZIP]

Minnesota Mortgage-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
THE COMPLIANCE SOURCE, INC.
To Order Call: (972) 980-2179 • Fax (972) 392-2891
www.compliance-source.com



Loan No.: 1802230

Form 3024 09/90
(page 6 of 6 pages)
14061M16-C3 07/98

ref to CTRC 28-34006T

**UNITED STATES BANKRUPTCY COURT
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In Re:

CHAPTER 7 CASE

Michael J. Liskiewicz
Inspirology, Inc.
SSN XXX-XX-0697
Linda M. Liskiewicz
SSN XXX-XX-2774

CASE NO. 04-50855 GFK

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 August 31, 2004, Debtor is delinquent for monthly payments for the months of monthly payments as required for the months of June, 2003 through August, 2004, in the amount of \$1,376.27 each for the months of June, 2003 through July, 2003 and \$1,443.36 each month thereafter; accruing late charges of \$631.73 and attorneys fees and costs of \$700.00.

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

The property is also subject to a second mortgage in favor of U.S. Bank in excess of \$28,000.00.

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

Dated this 31st day of August, 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

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**AFFIDAVIT OF
HELEN LUTSENKO**

Debtor.

Helen Lutsenko, being first duly sworn on oath, deposes and states:

1. That she is the Bankruptcy Specialist of GMAC Mortgage Corporation.

2. GMAC Mortgage Corporation, 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 October 15, 1999, executed by Linda Liskiewicz, married to Michael; and James Liskiewicz and Doris Liskiewicz, husband and wife, recorded November 3, 1999, as Document No. 674792. The property is located in Saint Louis County, Minnesota and is legally described as follows, to-wit:

Lot 5, Gilbert Rearrangement of Lots 1, 2, 3, 4, 5 and 6 Glen Avon Division of Duluth.

3. That she has reviewed the account records relating to the Liskiewicz mortgage loan, account no. 0450962303.

4. That as of August 16, 2004, the following amounts were owing on this account:

Unpaid Principal:	\$153,001.60
Interest through August 16, 2004	15,614.20
Attorney's Fees:	700.00
Late Charges:	631.73
Foreclosure Fees and Costs:	1,686.39
Non-Escrow Advances:	4,288.57
Escrow Balance:	2,758.31
Payoff Statement:	20.00
Property Inspections:	90.00
TOTAL:	\$178,790.80

5. That the mortgage loan is delinquent for monthly mortgage payments for the months of June, 2003 through July, 2003 in the amount of \$1,376.27 each and August, 2003 through August, 2004 in the amount of \$1,443.36 each.

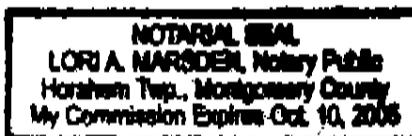
6. This affidavit is given in support of the motion of GMAC Mortgage Corporation for relief from the automatic stay.

GMAC MORTGAGE CORPORATION

By Helen Lutsenko
Its Bankruptcy Specialist

Subscribed and sworn to before me
this 16 day of AUGUST, 2004.

Lori A. Marsden
Notary Public



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**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 August 31, 2004, I served the annexed Notice of Hearing and Motion for Relief from Stay, Memorandum in Support of Motion for Relief, Affidavit of Helen Lutsenko, 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:

Michael J. Liskiewicz
Linda M. Liskiewicz
2225 Woodland Avenue
Duluth, MN 55802

U.S. Bank Recovery Department
PO Box 5229
Cincinnati, OH 45201-5229

James Liskiewicz
Doris Liskiewicz
2225 Woodland Avenue
Duluth, MN 55802

Robert R. Kanuit
4815 W Arrowhead Rd Ste 230
Hermantown, MN 55811

John F. Hedtke
1217 E 1st St
Duluth, MN 55805

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 31st day of August, 2004.

/e/ Joanna Cheyka
Joanna Cheyka

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ORDER

The above entitled matter came on for hearing upon motion of GMAC Mortgage Corporation (hereinafter "Secured Creditor"), pursuant to 11 U.S.C. § 362 on October 6, 2004, at U.S. Courthouse, 515 West First Street, Duluth, Minnesota. Appearances were as noted in the record. 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 October 15, 1999, executed by Linda Liskiewicz, married to Michael; and James Liskiewicz and Doris Liskiewicz, husband and wife, recorded on November 3, 1999, as Document No. 674792 covering real estate located in Saint Louis County, Minnesota, legally described as follows, to-wit:

Lot 5, Gilbert rearrangement of Lots 1, 2, 3, 4, 5 and 6 Second Glen Avon Division of 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