
In Re:

Case No. 04-50912

James Steven Doucette

Chapter 7 Case

Debtor(s)

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 1:30 PM o'clock, in Courtroom No. 2, at the United States Courthouse, 515 West First St, Duluth, 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 August 11, 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 1999 Ford F250 Super Duty Crew Cab 4WD truck (the collateral), and requests the court permit Movant to immediately enforce the order requested, lifting the 10 day stay imposed by Rule 4001(a)(3).

6. Movant requests relief from the stay for cause under §362(d)(1). Debtor is delinquent under the terms of the original contract with Movant.
7. Movant gives notice that it may, if necessary, call Chester Marzec, or some other representative of Movant, from Movant's offices in Minnesota, to testify regarding the debt and collateral value.
8. This notice of motion and motion also serve as notice of default required by Cobb v. Midwest Recovery Bureau Co., 295 N.W.2d 232 (Minn.1980). If the default is not cured before the hearing, Movant will repossess the collateral promptly upon the Court signing the Order.
9. A separate Memorandum of Fact and Law is attached hereto and made a part hereof.

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

Dated: September 23, 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 PUBLIC DRIVER & VEHICLE SERVICES DIVISION
445 MINNESOTA ST., ST. PAUL, MN 55101
CONFIRMATION OF LIEN PERFECTION - DL

0053067057

EA 0198 5B47

Permit No. 171
St. Paul, MN

DOUCETTE JAMES STEVEN OR
HOLLY-DOUCETTE TERESA ANN
15488 SHORELINE DR
LITTLE FALLS MN 56345

CYJ832

1ST SECURED PARTY

LIEN HOLDER

99 Year	FORD Make	CWSRW Model	G1220N548 Title NR
IFTNW21S8XEE92712 VIN		04/19/01 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

27112586

EXHIBIT A

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 below if there is any default.

F. Default: You will be in default if:

- 1. You do not to 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 if filed against you; or
5. You do not to keep any other promise in this contract.

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

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

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

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

FTC NOTICES

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

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

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

GUARANTY

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

Guarantor _____ Address _____

Guarantor _____ Address _____

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



40 FORD

TRUCKS

Trade-in	BODY TYPE	Model No.	Loan	Retail	Trade-in	BODY TYPE	Model No.	Loan	Retail
625	Deduct V6 Eng		625	625	3375	Add 7.3L T-Diesel Eng		3375	3600
150	Deduct W/out Cruise		150	150	750	Add 7700 Payload Pkg (F150)		750	850
100	Deduct W/out Pwr Locks		100	100	200	Add Alum/Alloy Wheels*		200	225
150	Deduct W/out Pwr Wind		150	150	75	Add CD Player		75	100
100	Deduct W/out Tilt		100	100	575	Add Dual Rear Whls		575	650
2000 RANGER-1/2 Ton-V6 MC: II					FORD				
4725	Styleside	R10*	4275	6450	5050	Wagon 2D Sport	U22	4550	6800
4825	Styleside LB	R10*	4350	6550	6150	Wagon 4D	U32	5550	8025
5050	Flare Side	R10*	4550	6800	6350	Wagon 2D Sport (4WD)	U24	5725	8250
6475	Style Supercab 2D	R14*	5850	8400	7450	4D (4WD/AWD)	U34/U35	6725	9475
6925	Style Supercab 4D	R14*	6250	8875	1350	Add Eddie Bauer Trim		1350	1500
6800	Flare Supercab 2D	R14*	6125	8750	1500	Add Limited Trim		1500	1675
7250	Flare Supercab 4D	R14*	6525	9250	350	Add XLS Trim		350	400
450	Add XLT Trim		450	500	550	Add XLT Trim		550	625
2250	Add 4 Wheel Drive		2250	2475	275	Add 5.0L V8 Engine		275	325
150	Add Alum/Alloy Wheels		150	175	100	Add AAA Wheels (4D)		100	125
50	Add CD Player		50	75	250	Add Leather Seats		250	300
125	Add Cruise Control		125	150	75	Add MACH Stereo Sys		75	100
75	Add Power Door Locks		75	100	100	Add Power Seat		100	125
125	Add Power Windows		125	150	400	Add Power Sunroof		400	450
75	Add Tilt Wheel		75	100	375	Deduct W/out AT		375	375
575	Deduct 4 Cyl. Eng		575	575	100	Deduct W/out Cruise		100	100
525	Deduct W/out Air Cond		525	525	50	Deduct W/out Pwr Locks		50	50
425	Deduct W/out AT		425	425	100	Deduct W/out Pwr Wind		100	100
2000 F150-1/2 Ton-V8 MC: III					1999 EXPEDITION-1/2 Ton-V8 MC: IV				
6475	Style "WS" 6 3/4"	F17*	5850	8400	10975	Utility XLT	U17	9900	13300
6575	Style "WS" 8"	F17*	5925	8500	12575	Eddie Bauer	U17	11325	15100
7675	Styleside XL 6 3/4"	F17*	6925	9725	12525	Utility XLT (4WD)	U18	11275	15050
7775	Styleside XL 8"	F17*	7000	9825	14125	Eddie Bauer (4WD)	U18	12725	16750
8225	Flare Side XL 6 3/4"	F07*	7425	10325	350	Add Leather Seats (Std. Eddie Bauer)		350	400
17475	Lightning 6 3/4"	F073	15750	20450	500	Add Power Sunroof		500	575
9775	Supercab "WS" 6 3/4"	X17*	8800	12000	300	Deduct 4.8L V8 Eng		300	300
9875	Supercab "WS" 8"	X17*	8900	12100	200	Deduct W/out 3rd Row Seat		200	200
10975	Supercab XL 6 3/4"	X17*	9900	13300	200	Deduct W/out Rear Air		200	200
11075	Supercab XL 8"	X17*	9975	13475	1999 WINDSTAR-V6 MC: II				
11525	Flare Super XL 6 3/4"	X07*	10375	13950	2975	Cargo Van	A54	2700	4475
17175	Flare Super Harley	X07*	15475	20150	3775	Wagon 3.0L	A51	3400	5375
2000 F250 SUPER DUTY-3/4 Ton-V8 MC: III					5325	Wagon LX	A51	4800	7100
11125	Styleside XL 8"	F20*	10025	13525	8475	Wagon SE	A52	6100	8725
13825	Supercab XL 6 3/4"	X20*	12450	16450	350	Add 2-Power Sliding Doors (Std. SEL)		350	400
13925	Supercab XL 8"	X20*	12550	16550	SEE TRUCK OPTION PAGE FOR ADDITIONAL OPTIONS				
15575	Crew Cab XL 6 3/4"	W20*	14025	18300	MIDWEST EDITION - AUGUST 2004				
15675	Crew Cab XL 8"	W20*	14125	18400	D				
2000 F350 SUPER DUTY-1 Ton-V8 MC: III					1999 RANGER-1/2 Ton-V6 MC: II				
11925	Styleside XL 8"	F30*	10750	14375	4025	Styleside	R10*	3625	5675
14625	Supercab XL 6 3/4"	X30*	13175	17300	4125	Styleside LB	R10*	3725	5775
14725	Supercab XL 8"	X30*	13275	17400	4325	Flare Side	R10*	3900	6000
16375	Crew Cab XL 6 3/4"	W30*	14750	19150	5425	Style Supercab 2D	R14*	4900	7225
16475	Crew Cab XL 8"	W30*	14850	19250	5775	Style Supercab 4D	R14*	5200	7600
F SERIES PICKUP OPTIONS					5725	Flare Supercab 2D	R14*	5175	7550
1050	Add Lanat Trim (XL)		1050	1175	6075	Flare Supercab 4D	R14*	5475	7950
575	Add XLT Trim (XL)		575	650	400	Add XLT Trim		400	450
2200	Add 4 Wheel Drive		2200	2425	1950	Add 4 Wheel Drive		1950	2175
475	Add 6.8L V10 Eng		475	550	100	Add Alum/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 Wheel		50	75
					525	Deduct 4 Cyl. Eng		525	525
					475	Deduct W/out Air Cond		475	475
					375	Deduct W/out AT		375	375

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

D

FORD

Trade-in	BODY TYPE	Model No.	Loan	Retail	Trade-in	BODY TYPE	Model No.	Loan	Retail
100	Add AA Wheels (LX)		100	125	5500	Style "WS" 6 3/4"	F17*	4950	7100
250	Add Leather (Std. SEL)		250	300	5600	Style "WS" 8"	F17*	5050	7400
300	Add Left Sliding Door (3.0L LX)		300	350	6650	Styleside XL 6 3/4"	F17*	6000	8200
100	Add Pwr Seat (Std. SE SEL)		100	125	6750	Styleside XL 8"	F17*	6075	8700
175	Add Pwr Slid Door (LX SE)		175	200	7150	Flare Side XL 6 3/4"	F07*	6450	9100
200	Add Rear Air (Std. SE SEL)		200	225	15850	Lightning 6 3/4"	F073	14275	18000
100	Add Rear Bucket Seats (LX)		100	125	8250	Supercab "WS" 6 3/4"	X17*	7425	10200
475	Deduct W/out Air Cond		475	475	8350	Supercab "WS" 8"	X17*	7425	10200
100	Deduct W/out Cruise		100	100	9400	Supercab XL 6 3/4"	X17*	8475	11100
50	Deduct W/out Pwr Locks		50	50	9500	Supercab XL 8"	X17*	8550	11700
100	Deduct W/out Pwr Wind		100	100	9900	Flare Super XL 6 3/4"	X07*	8925	12100
50	Deduct W/out Tilt		50	50	1999 F250-3/4 Ton-V8 MC: I				
1999 E SERIES VAN-1/2-1 Ton-V8 MC: III					6225	Styleside "WS" 8"	F27*	5625	8100
7250	E150 Cargo	E14	6525	9250	7375	Styleside XL 8"	F27*	6650	9300
8250	E150 Wagon	E11	7425	10350	8875	Supercab "WS" 6 3/4"	X27*	8000	11000
7575	E250 Cargo	E24	6825	9600	10025	Supercab XL 6 3/4"	X27*	9025	12200
8225	E250 Ext. Cargo	S24	7425	10325	1999 F250 SUPER DUTY-3/4 Ton-V8 MC: II				
7950	E350 Cargo	E34	7175	10000	9550	Styleside XL 8"	F20*	8600	11700
8950	E350 Wagon	E31	8075	11100	11850	Supercab XL 6 3/4"	X20*	10675	14300
8600	E350 Ext. Cargo	S34	7750	10725	11950	Supercab XL 8"	X20*	10775	14400
9600	E350 Ext. Wagon	S31	8650	11800	13550	Crew Cab XL 6 3/4"	W20*	12200	16100
600	Add Chateau Trim		600	675	13650	Crew Cab XL 8"	W20*	12300	16200
500	Add XLT Trim		500	575	1999 F350 SUPER DUTY-1 Ton-V8 MC: II				
425	Add 6.8L V10 Eng		425	475	10250	Styleside XL 8"	F30*	9225	12500
3100	Add 7.3L T-Diesel Eng		3100	3325	12550	Supercab XL 6 3/4"	X30*	11300	15000
150	Add Alum/Alloy Wheels		150	175	12650	Supercab XL 8"	X30*	11400	15200
125	Add Power Seat		125	150	14250	Crew Cab XL 6 3/4"	W30*	12825	16900
200	Add Rear Air Cond		200	225	14350	Crew Cab XL 8"	W30*	12925	17000
100	Add Rear Bucket Seats		100	125	F SERIES PICKUP OPTIONS				
575	Deduct V6 Eng		575	575	900	Add Lanat Trim (XL)		900	1000
525	Deduct W/out Air Cond		525	525	500	Add XLT Trim (XL)		500	575
125	Deduct W/out Cruise		125	125	1900	Add 4 Wheel Drive		1900	2120
75	Deduct W/out Pwr Locks		75	75	425	Add 6.8L V10 Eng		425	475
125	Deduct W/out Pwr Wind		125	125	3100	Add 7.3L T-Diesel Eng		3100	3320
75	Deduct W/out Tilt		75	75	150	Add Alum/Alloy Wheels*		150	175
1999 RANGER-1/2 Ton-V6 MC: II					525	Add Dual Rear Whls		525	600
4025	Styleside	R10*	3625	5675	300	Add Leather Seats		300	350
4125	Styleside LB	R10*	3725	5775	125	Add Power Seat		125	150
4325	Flare Side	R10*	3900	6000	575	Deduct V6 Eng		575	575
5425	Style Supercab 2D	R14*	4900	7225	75	Deduct W/out Pwr Locks (Ex. "WS" XL)		75	75
5775	Style Supercab 4D	R14*	5200	7600	125	Deduct W/out PW (Ex. "WS" XL)		125	125
5725	Flare Supercab 2D	R14*	5175	7550	525	Deduct W/out Air Cond		525	525
6075	Flare Supercab 4D	R14*	5475	7950	425	Deduct W/out AT		425	425
400	Add XLT Trim		400	450	125	Deduct W/out Cruise		125	125
1950	Add 4 Wheel Drive		1950	2175	75	Deduct W/out Tilt		75	75
100	Add Alum/Alloy Wheels		100	125	*Std. Lightning				
100	Add Cruise Control		100	125	FORD				
50	Add Power Door Locks		50	75	1999 EXPLORER-V6 MC: II				
100	Add Power Windows		100	125	4200	Wagon 2D Sport	U22	3800	5875
50	Add Tilt Wheel		50	75	5150	Wagon 4D	U32	4650	6925
525	Deduct 4 Cyl. Eng		525	525	5400	Wagon 2D Sport (4WD)	U24	4875	7200
475	Deduct W/out Air Cond		475	475	6350	4D (4WD/AWD)	U34/U35	5725	8250
375	Deduct W/out AT		375	375	1000	Add Eddie Bauer Trim		1000	1125

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

D

EXHIBIT C

04-03523-0

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:
James Steven Doucette, Debtor

Case No. 04-50912
Chapter 7 Case

VERIFICATION FOR MOTION FOR RELIEF FROM STAY

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

1. I am legally competent to testify and am personally familiar with the debt owed by Debtor to the Creditor on account number(s) 27112586.
2. The Debtor owes the Creditor \$16,177.15, payoff amount as of September 21, 2004, plus accrued unpaid interest thereon since that date. As of September 21, 2004, the loan payments are in arrears \$1,248.36 for payments owing since August 20, 2004. Teresa H Doucette is a cosigner and is jointly liable for the debt. On September 21, 2004, Debtor delivered a personal check for \$624.18 to Creditor's counsel which has not yet been posted to the account.
3. The debt owed to the Creditor is secured by a perfected lien on a 1999 Ford F250 Super Duty Crew Cab 4WD truck. Debtor has failed to sign and return the reaffirmation agreement reaffirming the secured debt.
4. True and correct copies of the title documents are attached to the Motion as Exhibit "A". True and correct copies of the loan documents are attached as Exhibit "B".
5. The Contract requires insurance be maintained by buyer to protect Creditor's interest in the collateral. No evidence of insurance has been provided since filing.

Dated: 9-22-04


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

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:

Case No. 04-50912

James Steven Doucette

Debtor(s)

Chapter 7 Case

MEMORANDUM OF FACT AND LAW

Ford Motor Credit Company ("Movant") submits this Memorandum of Fact and Law in support of its motion for relief from the stay.

FACTS

Movant is the holder of a secured claim, and is thus a party in interest. Movant has a valid and perfected security interest in the collateral. The collateral is in the possession of the Debtor. Teresa H Doucette is also liable on the Contract and may have possession of the collateral.

Movant has offered a reaffirmation agreement to Debtor with an extension of the past due payments. Debtor has failed to sign and return it although Debtor's filed Statement of Intentions says he will reaffirm the debt.

The total net balance due on the Contract is \$16,177.15 as of September 21, 2004.

Movant's collateral is subject to depreciation in that the collateral is being used, subjecting the same to wear and tear, while Debtor is failing to make payments. There has been a further material default; Debtor has failed to comply with the Contract provision requiring Debtor to supply Movant with evidence of collateral insurance.

ARGUMENT

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

- Failure to bring Contract payments current.

- Failure to reaffirm, redeem or surrender the collateral.
- Failure to maintain physical damage insurance on the collateral.

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

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

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

Bankruptcy Rule 4001(a)(3) imposes a stay of 10 days which the court may, in its discretion, order is not applicable so that Movant may immediately enforce and implement the order granting relief. Advisory Committee Notes to 1999 Amendments to Bankruptcy Rule 4001.

Dated: September 23, 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:

Case No. 04-50912

James Steven Doucette

Chapter 7 Case

Debtor(s)

UNSWORN CERTIFICATE OF SERVICE

I, Linda Jeanne Jungers, declare under penalty of perjury that on September 24, 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.

James Steven Doucette
15488 Shoreline Dr
Little Falls, MN 56345

Teresa H Doucette
15488 Shoreline Dr
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Wesley W. Scott
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13 S 7th Ave
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Dorraine A Larison
Chapter 7 Trustee
1010 St Germain W #600
St. Cloud, MN 56301-0966

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

AmeriCredit
Attn: AmeriCredit Dept
Account: 420269136
PO Box 183853
Arlington, TX 76096

Executed on: September 24, 2004

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

04-03523-0

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:

Case No. 04-50912

James Steven Doucette

Debtor(s)

Chapter 7 Case

ORDER FOR RELIEF FROM THE STAY

Ford Motor Credit Company's Motion for an order granting relief from the stay came before the Court on November 3, 2004 at 1:30 PM 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 F250 Super Duty Crew Cab 4WD truck, VIN 1FTNW21S8XEE92712, 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