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In Re:  
Dale J Vogt  
and Kathy R Vogt,

Debtors,

Case No. 02-91423

Chapter 13 Case

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**NOTICE OF HEARING AND MOTION FOR RELIEF FROM THE STAY**

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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 October 13, 2004 at 9:30 AM o'clock, in Courtroom No. 228A, at the United States Courthouse, 316 North Robert Street, St. Paul, MN.
3. Any response to this motion must be filed and delivered not later than October 7, 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 1, 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 June 7, 2002. 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 2000 Ford F150 SuperCab 4WD 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 Chapter 13 Plan.
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: September 23, 2004 ~~September 23, 2004~~

**STEWART, ZLIMEN & JUNGERS, LTD.**

/e/ Linda Jeanne Jungers

Linda Jeanne Jungers, Atty ID #612-870-4100

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 DIVISIC  
445 MINNESOTA ST., ST. PAUL, MN 55101

PERMIT NO. 171  
0016494050  
EA A198 9QF1

Permit No. 171  
St. Paul, MN

VOGT KATHY ROSE OR  
VOGT DALE JOSEPH  
1116 S BROADWAY  
SAUK RAPIDS MN 56379

EBK080

Year 00	Make FORD	Model 4CCOF	Title NR D0980M052
VIN 2FTRX18LXYCA51212	Security Date 03/09/00	Rebuilt NO	

1ST SECURED PARTY

LIEN HOLDER

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

Buyer (and Co-Buyer) Name and Address (Including County and Zip Code)		CREDITOR (Seller Name and Address)
KATHY ROSE VOGT 1116 S BROADWAY SAUK RAPIDS MN 56379	DALE JOSEPH VOGT 1116 S BROADWAY SAUK RAPIDS MN 56379	MOLL FORD INC. 209 LEMIEUR ST. LITTLE FALLS, MN 56345

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	GVM if Truck (lbs.)	Vehicle Identification Number	Use For Which Purchased
NEW	00 FORD	F150 PICKU		2FTRX18LXYCA51212	<input checked="" type="checkbox"/> Personal <input type="checkbox"/> Agricultural <input type="checkbox"/> Commercial

Trade-in: 97 FORD EXPEDITION \$ 20190.00 Gross Allowance \$ 28500.77 Amount Owning

**ITEMIZATION OF AMOUNT FINANCED**

1. Cash Price..... \$ 32437.50(1)

2. Down Payment  
 Manufacturer's Rebate Assigned to Creditor..... \$ N/A  
 Cash Down Payment..... \$ 6600.00  
 Trade-in (description above)..... \$ -8310.77  
 Total Down Payment..... \$ -1710.77(2)

3. Unpaid Balance of Cash Price (1 minus 2)..... \$ 34148.27(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 \$ 303.00  
 (ii) for filing fees \$ N/A  
 (iii) for taxes (not in Cash Price) \$ 4.00 \$ 307.00

To Insurance Companies for:  
 Credit Life Insurance..... \$ N/A  
 Credit Disability Insurance..... \$ N/A  
 EXTENDED SERVICE CON..... \$ 1210.00  
 To MOLL FORD INC. for DOC FEE \$ 25.00  
 To \_\_\_\_\_ for \_\_\_\_\_ \$ N/A  
 To \_\_\_\_\_ for \_\_\_\_\_ \$ 1542.00  
 To \_\_\_\_\_ for \_\_\_\_\_ \$ 35690.27  
 Total..... \$ (4)

5. Amount Financed (3 plus 4)..... \$ (5)

**INSURANCE**  
 YOU MAY OBTAIN VEHICLE INSURANCE FROM A PERSON OF YOUR CHOICE.

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED.

CREDIT LIFE, CREDIT DISABILITY AND OTHER OPTIONAL INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT AND WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE PREMIUM.

Credit Life Insurer \_\_\_\_\_  
 Premium \$ N/A Insured(s) \_\_\_\_\_  
 Signature(s) \_\_\_\_\_

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

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate 5.90 %	The dollar amount the credit will cost you \$ 5704.33	The amount of credit provided to you or on your behalf \$ 35690.27	The amount you will have paid when you have made all scheduled payments \$ 41394.60	The total cost of your purchase on credit, including your downpayment \$ 39683.93

Payment Schedule:  Number of payments 50 Amount of Each payment \$ 689.91 When Payments are due monthly starting 23 APR 2000

Your payment schedule will be:  Total \$ 689.91

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.**

*X* \_\_\_\_\_ Buyer Signs  
*X* \_\_\_\_\_ (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: MOLL FORD INC. By: [Signature] Title: E.M.

Type of Insurance N/A Term \_\_\_\_\_  
 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  Deductible Collision \$ \_\_\_\_\_  
 Fire-Theft-Combined Additional Coverage  
 Towing and Labor  
 Term N/A Months (Estimate)  
 Premium \$ \_\_\_\_\_ N/A



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.

**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 coverage checked for the term shown. The Creditor is not liable, though, if he cannot do so. If these coverages cost more than the amount shown for insurance, the Creditor may buy them for a shorter term or he may give you credit for the amount shown. If he cannot buy any insurance, he will give you credit for the amount shown. The credit will be made to the last payments due.

**E. Late Payments:** You must pay any cost paid by the Creditor to collect any late payment, as allowed by law. Acceptance of a late payment does not excuse your default or mean that you can keep making payments after they are due. The Creditor may take the steps set forth if there is any default.

**F. Default:** You will be in default if:

1. You do not make a payment when it is due; or
2. You gave false or misleading information on your credit application relating to this contract; or
3. Your vehicle is seized by any local, state, or federal authority and is not promptly and unconditionally returned to you; or
4. You file a bankruptcy petition or one is filed against you; or
5. You do not keep any other promise in this contract.

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

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

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

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

**FTC NOTICES**

**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 17623-01 AUG 00 (Previous editions may NOT be used)

Trade-In	BODY TYPE	Model No.	Loan	Retail
18275	Supercab XL 6 3/4'	X20*	16450	21125
18375	Supercab XL 8'	X20*	16550	21225
19975	Crew Cab XL 6 3/4'	W20*	18000	22925
20075	Crew Cab XL 8'	W20*	18075	23050
<b>2001 F350 SUPER DUTY-1 Ton-V8</b>				
15550	Ch & Cab	F34*	14000	19000
16375	Styleside XL 8'	F30*	14750	19900
19275	Supercab XL 6 3/4'	X30*	17350	23075
19375	Supercab XL 8'	X30*	17450	23175
20975	Crew Cab XL 6 3/4'	W30*	18900	24900
21075	Crew Cab XL 8'	W30*	18975	25000
18550	Ch & Supercab	X34*	16700	22300
20250	Ch & Crew Cab	W34*	18225	24125
1600	Add Lariat Trim (XL)		1600	1600
850	Add XLT Trim (XL)		850	850
2850	Add 4 Wheel Drive		2850	2850
650	Add 6.8L V10 Eng		650	650
3800	Add 7.3L T-Diesel Eng		3800	3800
1150	Add 7700 Payload Pkg (F150)		1150	1150
350	Add Alum/Alloy Wheels		350	350
175	Add CD (Std. S-Crw/Lghtg)		175	175
700	Add Dual Rear Whls		700	700
650	Add Entertainment Sys		650	650
500	Add Leather Seats*		500	500
225	Add Power Seat*		225	225
700	Add Power Sunroof		700	700
125	Add TheftDet/RecovSys		125	125
750	Deduct V6 Eng		750	750
775	Deduct W/out Air Cond		775	775
675	Deduct W/out AT		675	675
225	Deduct W/out Cruise		225	225
175	Deduct W/out Tilt		175	175
*Std. Lgt. S-Crw Larr/KR/Harley				

TRUCKS

FORD				
<b>2000 EXPEDITION-1/2 Ton-V8</b>				
17575	Utility XLT	U15	15825	20375
19475	Utility XLT 4WD	U16	17550	22400
20775	Eddie Bauer	U17	18700	23800
22675	Eddie Bauer 4WD	U18	20425	25825
350	Add Alum/Alloy Wheels		350	350
175	Add CD (Std. E Bauer)		175	175
700	Add Power Sunroof		700	700
375	Add Rear Air Cond (Std. Eddie Bauer)		375	375
100	Add TheftDet/RecovSys		100	100
400	Deduct 4.6L V8 Eng		400	400
500	Deduct W/out Leather		500	500
<b>2000 EXPLORER-V6</b>				
11625	Wagon 2D Sport	U60	10475	14000
12325	Wagon 4D XL	U61	11100	14725
12975	Wagon 4D XLS	U62	11700	15425
13575	Wagon 4D XLT	U63	12225	16075
16225	Wgn 4D Eddie Bauer	U64	14625	18900

SEE TRUCK OPTION PAGE FOR ADDITIONAL OPTIONS  
2002 JUNE 2002

Trade-In	BODY TYPE	Model No.	Loan	Retail
16525	Wagon 4D Limited	U65	14875	19200
13325	Wgn 2D Spt 4WD	U70	12000	15800
14025	Wgn 4D XL 4WD	U71	12625	16550
14675	Wgn 4D XLS 4WD	U72	13225	17250
15275	XLT 4WD/AWD	U73/83	13750	17875
17925	EBauer 4WD/AWD	U74/84	16150	20750
18225	Limited 4WD/AWD	U75/85	16425	21075
500	Add 5.0L V8 Engine		500	500
250	Add Alum/Alloy Wheels		250	250
125	Add CD (XL Spt. XLS)		125	125
400	Add Leather Seats*		400	400
250	Add MACH Stereo Sys*		250	250
175	Add Power Seat (Sport)		175	175
600	Add Power Sunroof		600	600
100	Add TheftDet/RecovSys		100	100
575	Deduct W/out AT		575	575
175	Deduct W/out Cruise		175	175
125	Deduct W/out Pwr Locks		125	125
175	Deduct W/out Pwr Wind		175	175
125	Deduct W/out Tilt		125	125
*Std. Eddie Bauer, Limited				
<b>2000 WINDSTAR-V6</b>				
9575	Cargo Van	A54	8625	11775
10675	Wagon	A50	9625	12975
12475	Wagon LX	A51	11250	14900
14775	Wagon SE	A52	13300	17350
16575	Wagon SEL	A53	14925	19250
16975	Wagon Limited	A53	15300	19675
700	Add 2-Pwr Sliding Doors (Std. SEL, Ltd.)		700	700
250	Add Alum/Alloy Wheels		250	250
125	Add CD (Std. SEL, Ltd.)		125	125
550	Add Entertainment Sys		550	550
400	Add Leather (Std. SEL, Ltd.)		400	400
500	Add Left Sliding Door (Wagon, LX)		500	500
175	Add Power Seat (Std. SE, SEL, Ltd.)		175	175
375	Add Pwr Slid Door (LX, SE)		375	375
375	Add Rear Air Cond (Std. SE, SEL, Ltd.)		375	375
100	Add TheftDet/RecovSys		100	100
175	Deduct W/out Cruise		175	175
125	Deduct W/out Tilt		125	125
<b>2000 E SERIES VAN-1/2-1 Ton-V8</b>				
11850	E150 Cargo	E14	10675	14250
13875	E150 Wagon	E11	12500	16375
12300	E250 Cargo	E24	11075	14700
13000	E250 Ext. Cargo	S24	11700	15450
12750	E350 Cargo	E34	11475	16000
14875	E350 Wagon	E31	13400	17450
13450	E350 Ext. Cargo	S34	12125	16750
15575	E350 Ext. Wagon	S31	14025	18200
800	Add Chateau Trim		800	800

Trade-In	BODY TYPE	Model No.	Loan	Retail	Trade-In	BODY TYPE	Model No.	Loan	Retail
700	Add XLT Trim		700	700	13700	Supercab XL 8'	X17*	12350	16100
600	Add 6.8L V10 Eng		600	600	14150	Flare Super XL 6 3/4'	X07*	12750	16100
3600	Add 7.3L T-Diesel Eng		3600	3600	22400	Flare Super Harley	X07	20175	25100
300	Add Alum/Alloy Wheels		300	300	<b>2000 F250 SUPER DUTY-3/4 Ton-V8</b>				
150	Add CD Player		150	150	13500	Styleside XL 8'	F20*	12150	15100
200	Add Power Seat		200	200	16100	Supercab XL 6 3/4'	X20*	14500	18100
375	Add Rear Air Cond		375	375	16200	Supercab XL 8'	X20*	14600	18100
100	Add TheftDet/RecovSys		100	100	17800	Crew Cab XL 6 3/4'	W20*	16025	20100
700	Deduct V6 Eng		700	700	17900	Crew Cab XL 8'	W20*	16125	20100
200	Deduct W/out Cruise		200	200	<b>2000 F350 SUPER DUTY-1 Ton-V8</b>				
150	Deduct W/out Pwr Locks		150	150	13800	Ch & Cab	F34*	12425	17100
200	Deduct W/out Pwr Wind		200	200	14600	Styleside XL 8'	F30*	13150	18100
150	Deduct W/out Tilt		150	150	17200	Supercab XL 6 3/4'	X30*	15500	20100
<b>2000 EXCURSION-3/4 Ton-V10</b>									
19175	Utility XLT	U40	17275	22075	17300	Supercab XL 8'	X30*	15575	20100
21075	Utility XLT 4WD	U41	18975	24100	18900	Crew Cab XL 6 3/4'	W30*	17025	22100
21075	Utility Limited	U42	18975	24100	16500	Ch & Supercab	X34*	14850	20100
22975	Utility Limited 4WD	U43	20700	26150	18200	Ch & Crew Cab	W34*	16400	21100
2950	Add 7.3L T-Diesel Eng		2950	2950	1400	Add Lariat Trim (XL)		1400	1400
350	Add Alum/Alloy Wheels		350	350	750	Add XLT Trim (XL)		750	750
100	Add TheftDet/RecovSys		100	100	2700	Add 4 Wheel Drive		2700	2700
600	Deduct 5.4L V8 Eng		600	600	600	Add 6.8L V10 Eng		600	600
500	Deduct W/out Leather		500	500	3600	Add 7.3L T-Diesel Eng		3600	3600
225	Deduct W/out Pwr Seat		225	225	1100	Add 7700 Payload Pkg (F150)		1100	1100
<b>2000 RANGER PICKUP-1/2 Ton-V6</b>									
7150	Styleside	R10*	6450	9150	300	Add Alum/Alloy Wheels		300	300
7250	Styleside LB	R10*	6525	9250	150	Add CD (Std. Lghtng/Hrly)		150	150
7600	Flareside	R10*	6850	9625	650	Add Dual Rear Whls		650	650
9650	Style Supercab 2D	R14*	8700	11875	450	Add Leather Seats*		450	450
10100	Style Supercab 4D	R14*	9100	12350	200	Add Power Seat*		200	200
10100	Flare Supercab 2D	R14*	9100	12350	100	Add TheftDet/RecovSys		100	100
10550	Flare Supercab 4D	R14*	9500	12825	700	Deduct V6 Eng		700	700
700	Add XLT Trim		700	700	725	Deduct W/out Air Cond		725	725
2750	Add 4 Wheel Drive		2750	2750	625	Deduct W/out AT		625	625
250	Add Alum/Alloy Wheels		250	250	200	Deduct W/out Cruise		200	200
125	Add CD Player		125	125	150	Deduct W/out Tilt		150	150
175	Add Cruise Control		175	175	*Std. Lightning, Harley				
125	Add Power Door Locks		125	125	<b>FORD</b>				
175	Add Power Windows		175	175	<b>1999 EXPEDITION-1/2 Ton-V8</b>				
100	Add TheftDet/RecovSys		100	100	15250	Utility XLT	U17	13725	17100
125	Add Tilt Wheel		125	125	17050	Utility XLT 4WD	U18	15350	19100
650	Deduct 4 Cyl. Eng		650	650	17850	Eddie Bauer	U17	16075	20100
675	Deduct W/out Air Cond		675	675	19650	Eddie Bauer 4WD	U18	17700	22100
575	Deduct W/out AT		575	575	225	Add 7/8 Pass. Seating (Std. Eddie Bauer)		225	225
<b>2000 F150 PICKUP-1/2 Ton-V8</b>									
8950	Style "WS" 6 3/4'	F17*	8075	11100	300	Add Alum/Alloy Wheels		300	300
9050	Style "WS" 8'	F17*	8150	11225	150	Add CD (Std. E Bauer)		150	150
10300	Styleside XL 6 3/4'	F17*	9275	12550	650	Add Power Sunroof		650	650
10400	Styleside XL 8'	F17*	9375	12675	325	Add Rear Air Cond (Std. Eddie Bauer)		325	325
10850	Flareside XL 6 3/4'	F07*	9775	13150	75	Add TheftDet/RecovSys		75	75
22100	Lightning 6 3/4'	F07	19900	25225	375	Deduct 4.6L V8 Eng		375	375
12250	Supercab "WS" 6 3/4'	X17*	11025	14650	450	Deduct W/out Leather		450	450
12350	Supercab "WS" 8'	X17*	11125	14750					
13600	Supercab XL 6 3/4'	X17*	12250	16100					

SEE TRUCK OPTION PAGE FOR ADDITIONAL OPTIONS  
MIDWEST EDITION

EXHIBIT C

**TRUCK OPTIONS**

VALUES SHOWN BELOW ARE TO BE ADDED TO TRUCK'S GUIDEBOOK VALUE.  
TRIM LEVEL VALUES DO NOT INCLUDE THE FOLLOWING EQUIPMENT.

	2001	2000	1999	1998	1997	1996	1995
Captain Chairs-2	200	175	150	125	100	75	50
Captain Chairs-4	400	350	300	250	200	150	100
Auxiliary Fuel Tank	150	125	75	50			
Roll Bar (Pickups)	200	175	150	125	100	75	
Bed Liner	200	175	150	125	100	75	
Bed Liner-Spray On	200	175	150	125	100	75	
Luggage Rack	100	75	50	50			
Running Boards	150	125	100	75	50		
Fiberglass Cap (Pickups)	450	350	275	200	150	100	50
Trailer Towing/Camper Pkg.	250	225	200	175	150	125	100
Stake Body	700	650	600	550	500	400	350
Winch	350	300	225	175	125	100	
Snow Plow Package/Plow	1300	1200	1100	1000	900	800	700

Model numbers may vary with 4WD, AWD or DRW. See list below for variations.

**CHEVROLET/GMC** - 4WD/AWD models have the following letter as the 1st position of the Model #:  
 ASTRO/SAFARI L  
 SUBURBAN/YUKON XL K  
 C SERIES-SILVERADO/SIERRA K  
 S10/SONOMA PICKUP T

**DODGE/CHRYSLER/PLYMOUTH** - 4WD/AWD models have the following letter as the 1st position of the Model #:  
 DAKOTA G  
 RAM PICKUP F  
 MINIVAN T

**FORD** - 4WD/AWD/DRW models have the following numbers:  
 AEROSTAR 2 or 4 as the 2nd position of the Model #  
 RANGER 1 or 5 as the 3rd position of the Model #  
 F SERIES (1998-1995) 4, 6 or 8 as the 3rd position of the Model #  
 F SERIES (2001-1999) 1, 5 or 8 as the 3rd position of the Model #  
 F 350 2WD DRW (2001-1999) 2 or 6 as the 3rd position of the Model #  
 F 350 4WD DRW (2001-1999) 3 or 7 as the 3rd position of the Model #

\* Please Note: "WT", "WS", "S" or "Special" in the description denotes a Work Truck.

Trade-In	BODY TYPE	Model No.	Loan	Retail
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**ACURA**

MILEAGE CATEGORY: Acura-IV

<b>ACURA</b>				
2001 MDX-V6-4WD				
30875 Utility 4D	D1824	27800	34600	
32575 Utility 4D Touring	D186/8	29325	36400	
400 Add Alum/Alloy Wheels		400	400	
125 Add TheftDet/RecovSys		125	125	

<b>ACURA</b>				
1999 SLX-V6-4WD				
15050 Utility 4D	DJ58	13550	17625	
300 Add Alum/Alloy Wheels		300	300	
75 Add TheftDet/RecovSys		75	75	

<b>ACURA</b>				
1998 SLX-V6-4WD				
13525 Utility 4D	DJ58	12175	16025	
250 Add Alum/Alloy Wheels		250	250	
50 Add TheftDet/RecovSys		50	50	

<b>ACURA</b>				
1997 SLX-V6-4WD				
10300 Utility 4D	DJ58	9275	12550	
11600 Utility 4D Premium	DJ58	10450	13975	
200 Add Alum/Alloy Wheels		200	200	

<b>ACURA</b>				
1996 SLX-V6-4WD				
8500 Utility 4D	DJ58	7650	10625	
9700 Utility 4D Premium	DJ58	8750	11925	
150 Add Alum/Alloy Wheels		150	150	
75 Add CD Player		75	75	

**BMW**

MILEAGE CATEGORY: BMW-IV

<b>BMW</b>				
2001 X5-16/V8-4WD				
37450 Utility 4D 3.0i	FA53	33725	41550	
44450 Utility 4D 4.4i	FB33	40025	48925	
1100 Add Sport Pkg		1100	1100	
400 Add Alum/Alloy Wheels		400	400	
200 Add CD Player		200	200	
750 Add Power Sunroof		750	750	
425 Add Rear Air (Std. 4.4i)		425	425	
125 Add TheftDet/RecovSys		125	125	
725 Deduct W/out AT		725	725	
550 Deduct W/out Leather		550	550	

<b>BMW</b>				
2000 X5-V8-4WD				
40075 Utility 4D 4.4i	FB33	36075	44325	
1000 Add Sport Pkg		1000	1000	
350 Add Alum/Alloy Wheels		350	350	
175 Add CD Player		175	175	

Trade-In	BODY TYPE	Model No.	Loan	Retail
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**CADILLAC**

MILEAGE CATEGORY: Cadillac-IV

<b>CADILLAC</b>				
2000 ESCALADE-V8-4WD				
27750 Utility 4D	K03*	24975	31275	
350 Add Alum/Alloy Wheels		350	350	
100 Add TheftDet/RecovSys		100	100	

<b>CADILLAC</b>				
1999 ESCALADE-V8-4WD				
24375 Utility 4D	K13	21950	27625	
300 Add Alum/Alloy Wheels		300	300	
75 Add TheftDet/RecovSys		75	75	

**CHEVROLET**

MILEAGE CATEGORY:

Tracker-I Astro/Blazer/S10 Pickup-II  
 Venture/Lumina-II Tahoe/G Van-III  
 C Series/Silverado-III Suburban-IV

Model #'s vary with 4WD/AWD. See Truck Page 2.

<b>CHEVROLET</b>				
2001 TRACKER-4 Cyl.-5 Spd.-4WD				
8850 Conv 2D (2WD)	E18	7975	11000	
10550 Convertible 2D	J18	9500	12825	
11325 Conv 2D ZR2	J78	10280	13675	
9500 Hardtop 4D (2WD)	E13	8550	11700	
11575 HT LT 2WD (V6,AT)	E63	10425	13950	
11200 Hardtop 4D	J13	10100	13550	
13100 HT 4D ZR2 (V6,AT)	J73	11800	15550	
13275 HT 4D LT (V6,AT)	J63	11950	15750	

<b>CHEVROLET</b>				
2001 TAHOE-V8				
20400 Utility 4D	C13	18375	23400	
24900 Utility 4D LS	C13	22425	28175	
22400 Utility 4D 4WD	K13	20175	25525	
26900 Utility 4D LS 4WD	K13	24225	30300	
1200 Add LT Trim (LS)		1200	1200	
1050 Add Z71 Off-Road Pkg (LS)		1050	1050	
325 Add 7/8 Pass Seating		325	325	
350 Add Alum/Alloy Wheels		350	350	
175 Add CD (Std. LS/LT)		175	175	

TRUCKS

SEE TRUCK OPTION PAGE FOR ADDITIONAL OPTIONS  
 MIDWEST EDITION

DEALER 58W 576 | VIN 2PTRK18LKYCA51212

	MANUFACTURER RETAIL PRICE	AMOUNT
F15K 4X4 STYLESIDE SUPERCA-139	29080.00	25183.00
2000 MODEL YEAR		
B4 CHESTNUT CLEARCOAT		
B2 HARVEST GOLD CLEARCOAT ACCENT		
EM MED PARCHMENT LEATHER SURFACES		
.LARIAT SERIES		
.MIRRORS, POWER SIGNAL		
.PREMIUM ELECTRONIC AM/FM W/CD		
572 AIR CONDITIONING	NC	NC
99L 5.4L EFI V8 ENGINE	800.00	680.00
44U ELECTRONIC 4-SPD AUTO O/D		
TSN .P265/70R-17 OWL ALL-TERRAIN	NC	NC
X19 .3.55 RATIO REGULAR AXLE	NC	NC
B3R REGIONAL 55R BONUS DISCOUNT		
CREDIT HEAVY DUTY ALTERNATOR	60.00-	51.00-
153 FRONT LICENSE PLATE BRACKET	NC	NC
6500# GVWR PACKAGE		
215 ELECTRONIC SHIFT -- 4X4	160.00	136.00
433 SLIDING REAR WINDOW	125.00	107.00
535 TRAILER TOWING GROUP, CLASS III	400.00	340.00
954 LOWER TWO-TONE PAINT	225.00	192.00
55K 4X4 OFF-ROAD EQUIPMENT GROUP	450.00	383.00
.SKID PLATES		
.17" CAST ALUMINUM WHEELS (4)		
DISCOUNTED EQUIPMENT		
AUTOMATIC TRANSMISSION	1095.00	931.00
4-WHEEL ABS	375.00	319.00
*RESIDENCY RESTRICTIONS APPLY TO DISCOUNTS/SAVINGS - SEE DEALER FOR DETAILS.*		
TOTAL VEHICLE & OPTIONS	32650.00	28220.00
DESTINATION & DELIVERY	665.00	665.00
TOTAL BEFORE DISCOUNTS	33315.00	28885.00
OFF-ROAD GROUP DISCOUNT	155.00-	132.00-
AUTO TRANS DISCOUNT	1095.00-	931.00-
4W-ABS DISCOUNT	375.00-	319.00-
TOTAL SAVINGS	1625.00-	1382.00-
SCHEDULE A (MEMO) .00		
<b>TOTAL FOR VEHICLE</b>	<b>31690.00</b>	
10 U.S. GAL GAS FACTORY PRICED DORA		16.00
BATCH-ID Y420101620 N RB 2X		
PRICE LEVEL 019350X18		
SHIPPING WEIGHT 4645 LBS.		
		VIN: 2PTRK18LKYCA51212

EAA1989QFI

16,200. Supercab FIS  
 2,700 4WD  
 1,400 Lariat tri  
 225 trailer tow  
 300 alum wh  
 150 CD  
 450 leather

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21,425.

THIS INVOICE MAY NOT REFLECT THE FINAL COST OF THE VEHICLE IN VIEW OF THE POSSIBILITY OF FUTURE REBATES ALLOWANCES, DISCOUNTS AND INCENTIVE AWARDS FROM THE MOTOR COMPANY TO THE DEALER.

FEARL/MDA ASSESSMENT	INVOICE TOTAL	LESS HOLDBACK FOR DEALER ACCOUNT	LESS OFFER COUNTER DEALER & COLLECT	REGIO INVOICE LESS HOLDBACK REPT. COST	A PLAN
125.00	27644.00	931.00		26713.00	36384.00
931.00	59.00	1655.00	.00	872.00	24963.00

DALE J VOGT

KATHY R VOGT

50

MICHAEL J. FARRELL

Date Filed

Bar Date

Case #

0291423

Gov Bar Date

02-91423 DDO

Printed Case #

Latest 341

Comp %

Original 341

Expense %

Confirmed

Min Balance

10.00

Unsecured Paid At

Base Amount

Plan Unsecured

Employer J:

Attorney: IAN TRAUQUAIR BALL

Employer D:

Case Payment Schedule

PAYMENT 04/2004 1,025.00 MONTHLY DEBTOR

PAYMENT 03/2004 12,945.00 ONE-TIME DEBTOR

CLAIM CREDITOR	PAY SEQ	DISB CODE	DISB STATUS	CLASS	LAST DISB	INTEREST ARREARS	FIXED ARREARS	FIXED PAY	ALLOWED AMOUNT	PRIN PAID	INT PAID	TOTAL PAID	BALAN D
1 BREMER SERVICE CENTER	35	PRO	Release	UNS	00/0000	0.00	0.00	0.00	966.37	0.00	0.00	0.00	966
11 RESURGENT CAPITAL SERVICES	35	PRO	Release	UNS	00/0000	0.00	0.00	0.00	338.23	0.00	0.00	0.00	338
12 ECAST SETTLEMENT CORPORATION	35	PRO	Release	UNS	00/0000	0.00	0.00	0.00	1,638.30	0.00	0.00	0.00	1,638
2 BANK ONE- NATIONAL PAYMENT	25	PRO	Release	SEC	00/0000	0.00	0.00	0.00	Direct	0.00	0.00	0.00	Dir
3 GREAT RIVER FEDERAL CREDIT UNION	25	PRO	Release	SEC	04/2003	0.00	0.00	70.00	1,820.00	522.96	0.00	522.96	1,297
3 GREAT RIVER FEDERAL CREDIT UNION	35	PRO	Release	UNS	00/0000	0.00	0.00	0.00	24.16	0.00	0.00	0.00	24
4 GREAT RIVER FEDERAL CREDIT UNION	25	PRO	Release	SEC	06/2004	0.00	0.00	300.00	13,720.00	3,927.06	0.00	3,927.06	9,792
5 FORD MOTOR CREDIT COMPANY	25	PRO	Release	SEC	06/2004	0.00	0.00	440.00	29,650.00	8,490.56	0.00	8,490.56	21,159
5 FORD MOTOR CREDIT COMPANY	35	PRO	Release	UNS	00/0000	0.00	0.00	0.00	2,547.86	0.00	0.00	0.00	2,547
6 GREAT RIVER FEDERAL CREDIT UNION	25	PRO	Release	SEC	00/0000	0.00	0.00	0.00	Direct	0.00	0.00	0.00	Dir
7 CREDITORS BANKRUPTCY SERVICES	35	PRO	Release	UNS	00/0000	0.00	0.00	0.00	144.81	0.00	0.00	0.00	144
799 IAN TRAUQUAIR BALL	20	PRO	Release	ATY	05/2004	0.00	0.00	0.00	1,925.00	1,925.00	0.00	1,925.00	0
8 RESURGENT CAPITAL SERVICES	35	PRO	Release	UNS	00/0000	0.00	0.00	0.00	5,157.96	0.00	0.00	0.00	5,157
9 RESURGENT CAPITAL SERVICES	35	PRO	Release	UNS	00/0000	0.00	0.00	0.00	10,846.27	0.00	0.00	0.00	10,846
TOTALS						0.00	0.00	810.00	58,778.96	14,865.58	0.00	14,865.58	53,913

EXHIBIT D

Case Detail

**SUMMARY TO DATE**

RECEIPTS TO DATE	17,145.00	FUNDS ON HAND	1,110.00	UNALLOCATED FUNDS	1,110.00	CREDITOR PRIN PAID	12,940.58	DELINQUENT AMOUNT	925.00	LAST PAYMENT	1,100.00	LAST PAY DATE	08/09/2004	MONTHS SINCE FULL PAY	0
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**PAID BY TRUSTEE**

ADMIN	1,925.00	ATTORNEY	12,940.58	SECURED	12,940.58	PRIORITY	0.00	UNSECURED	0.00	INTEREST	0.00	TRST. COMP	1,169.42	TRST. EXP	0.00	OTH. COSTS	0.00	REF. RCPTS	0.00	CLOS. RFD	0.00
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**BALANCE DUE**

ADMIN	0.00	ATTORNEY	32,249.42	SECURED	32,249.42	PRIORITY	0.00	UNSECURED	21,663.96	EST INT DUE	0.00	TRST. COMP	2,156.53	TRST. EXP	0.00
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**ESTIMATED PAYOFFS**

	PRINCIPAL	INTEREST	INT ARREARS	CONTINUING	ARREARS	CONT.	FEES	TOTAL DUE CLAIMS	AVAILABLE FUNDS	NET DUE	EST. PAYOFF PER BASE
IMMEDIATE	53,913.38	0.00	0.00	0.00	0.00	0.00	2,156.53	56,069.91	1,110.00	54,959.91	36,800.00
OVER THE LIFE OF THE PLAN	53,913.38	0.00	0.00	0.00	0.00	0.00	2,156.53	56,069.91	1,110.00	54,959.91	36,800.00

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Case Detail Report: 09/21/2004

02-02930-0

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA

In Re:  
Dale J Vogt  
and Kathy R Vogt,

Debtors,

Case No. 02-91423

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. 22860186.
2. The Debtor owes the Creditor \$19,081.35, payoff amount as of September 17, 2004.
3. The debt owed to the Creditor is secured by a perfected lien on a 2000 Ford F150 SuperCab 4WD vehicle. At the time of filing, the current NADA published retail value of the collateral was \$21,425.00.
4. Creditor is to receive payment on its secured claim through distributions on plan payments made to the Trustee. Debtors are in arrears on such plan payments \$925.00 for August 2004 and another \$1,025.00 will be due for September 2004.
5. True and correct copies of the title documents are attached to the Motion as Exhibit "A". True and correct copies of the loan documents are attached as Exhibit "B".

Dated: September 20, 2004  
Carolyn Boynton

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

\*\* TOTAL PAGE.04 \*\*

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA

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In Re:  
Dale J Vogt  
and Kathy R Vogt,

Debtors,

Case No. 02-91423

Chapter 13 Case

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**MEMORANDUM OF FACT AND LAW**

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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 Debtor's possession or control.

The total net balance due on the Contract is \$24,722.86 as of June 19, 2002. At the time of filing the collateral had an NADA retail value of \$21,425.00. 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 requires regular payments to the Chapter 13 Trustee for distribution through the Plan. Such payments are presently delinquent. The debt owed to Movant was to be paid through the payments made to the Chapter 13 Trustee. A printout showing the payments made to date to the Trustee and the delinquency is attached hereto as Exhibit "D".

**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 monthly Plan payments to the Chapter 13 Trustee as required by the Plan. See Exhibit D.

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 #612-870-4100

Attorneys for Movant

430 Oak Grove Street #200

Minneapolis, MN 55403

612-870-4100

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA

---

In Re:  
Dale J Vogt  
and Kathy R Vogt,

Debtors,

Case No. 02-91423

Chapter 13 Case

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**UNSWORN CERTIFICATE OF SERVICE**

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I, Linda Jeanne Jungers, declare under penalty of perjury that on September 23, 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.

Dale J Vogt  
1116 S Broadway  
Sauk Rapids, MN 56379

Kathy R Vogt  
1116 S Broadway  
Sauk Rapids, MN 56379

Ian Traquair Ball  
12 S. 6th Street #326  
Minneapolis, MN 55402

Michael J Farrell  
Bankruptcy Trustee  
PO Box 519  
Barnesville, MN 56514

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

Executed on: September 23, 2004

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

02-02930-0

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA

In Re:  
Dale J Vogt  
and Kathy R Vogt,

Debtors,

Case No. 02-91423

Chapter 13 Case

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**ORDER FOR RELIEF FROM THE STAY**

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Ford Motor Credit Company's Motion for an order granting relief from the stay came before the Court on October 13, 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  
2000 Ford F150 SuperCab 4WD vehicle, VIN 2FTRX18LXYCA51212  
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