

RICHARD J. HAYDEN
RICHARD J. HAYDEN, P.S.
1427 W. Sixth Avenue
Spokane, WA 99204
(509) 624-1111
ISBA # 3481

Of Attorneys for FORD MOTOR CREDIT COMPANY

UNITED STATES BANKRUPTCY COURT
DISTRICT OF IDAHO AT TWIN FALLS

In re:

LYNN KETTERLING dba
KETTERLING FARMS and
JEANNE KETTERLING,

Debtor.

CHAPTER 12
NO. 03-41318

MOTION FOR RELIEF FROM STAY PURSUANT
TO TITLE 11 USC § 362(d)(1),(2); FRBP 4001(a);
LBR 4001.2; REQUEST FOR ADEQUATE
PROTECTION PURSUANT TO §§363(e), 361(1);
AND WAIVER UNDER FRBP 4001

COMES NOW FORD MOTOR CREDIT COMPANY ("FMCC"), by and through its counsel RICHARD J. HAYDEN and RICHARD J. HAYDEN, P.S., and respectfully moves the court for an order relieving the automatic stay pursuant to Title 11 USC §362(d)(1) and (2).

Further, the moving party requests that it be provided adequate protection for its security claim. FMCC has a secured claim in the real property of the debtor at state law. The moving party requests that it have immediate cash payments equivalent to all arrearages now due and owing.

The grounds for the present motion are Title 11 USC §§ 362(d)(1) and (2), 363(3), and 361(1), and FRBP 4001;

Pursuant to FRBP 4001, FMCC specifically alleges:

- (1) It holds a perfected security interest under Article 9 of the Uniform Commercial Code in a 1999 FORD 4X4 EXPEDITION, VIN #1FMPU18L3XLC47394;
- (2) That there are no prior claims or encumbrances against the property except for the lien interest held by FMCC;
- (3) The debtor shows no indication of paying the debt;
- (4) The debtor has not provided adequate protection to FMCC of its interest in the debtor's property and the value of the moving party's secured claim is

MOTION FOR RELIEF FROM STAY - 1

ORIGINAL

RICHARD J. HAYDEN P.S.
1427 W. Sixth Avenue
Spokane, WA 99204
(509) 624-1111
Facsimile (509) 456-8654
A Professional Service Corporation

92

substantially deteriorating;

(5) The moving party is entitled to relief for cause for lack of payment and proof of insurance;

(6) The collateral of the moving party is not necessary to an effective reorganization;

(7) The moving party has suffered substantial damage due to the depreciation in the value of its collateral from the time of petition filing;

(8) The debtor is \$2,691.10 delinquent at state law.

(9) The value of this collateral varies upon market conditions, location, physical condition, and other factors beyond movant's control. Thus, FMCC cannot adopt a current valuation for this collateral, but the relevant trade book shows a value of \$16,825.00. The debtor owes \$7,743.26.

MOTION FOR RELIEF OF THE STAY OR ADEQUATE PROTECTION

The basis for the present motion is that the debtor has not provided adequate protection to FMCC of its interest in the above property; the claim of the moving party equals the value of the collateral secured, and the collateral of the moving party is not necessary to effective reorganization. Also, the moving party asserts that it is not adequately protected and should have relief for cause. The moving party further asserts that its collateral has continued to depreciate since petition filing, and without relief of the stay or the adequate protection, which is sought in the present motion, it will suffer substantial damage.

MOTION FOR ORDER EFFECTIVE UPON ENTRY

FMCC asserts that based on this motion it is entitled to an order which is effective upon entry. FMCC asks that the court "order otherwise" pursuant to FRBP 4001 and deem the ten-day stay of effectiveness waived.

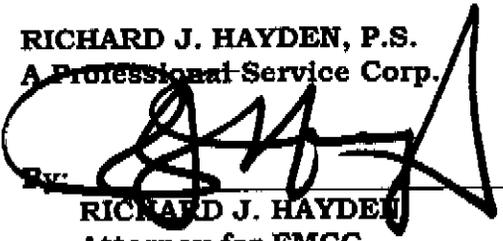
WHEREFORE, the moving party respectfully requests that:

- (1) It be granted relief of the stay in order to foreclose and liquidate its collateral;
- (2) In the alternative, that FMCC receive cash payments in an amount, which would satisfy all arrearages due and owing as of the date of this motion;

- (3) Any order granting relief requested be effective upon entry.
(4) For such other and further relief the Court deems just and equitable.

DATED this 23rd day of January, 2004.

RICHARD J. HAYDEN, P.S.
A Professional Service Corp.

By: 

RICHARD J. HAYDEN
Attorney for FMCC
For the Firm

CERTIFICATE OF SERVICE

I HEREBY CERTIFY under penalty of perjury that on the 23rd day of January, 2004, I served a true and correct copy of the MOTION FOR RELIEF FROM STAY, via U.S. Mail, upon D. BLAIR CLARK, P.O. BOX 2773, BOISE, ID 83701-2773; LYNN KETTERLING dba KETTERLING FARMS and JEANNE KETTERLING, 100 N. 160 W., RUPERT, ID 83350; FORREST P. HYMAS, P.O. BOX 89, JEROME, ID 83338; and U.S. TRUSTEE, 304 N 8th ST, STE 347, BOISE, ID 83702, by depositing the same in the United States mail, postage prepaid, addressed to the above-referenced parties.


Stefanie Freatman

D:\FORD\CH 12\Motion 1-22-04.doc

IDAHO SIMPLE INTEREST VEHICLE RETAIL INSTALLMENT CONTRACT DATE 07/27/99

Buyer (and Co-Buyer) Name and Address (Including County and Zip Code) LYNN KETTERLING JEANNE KETTERLING 100 N 160 W DUPERT, ID 83360	CREDITOR (Seller Name and Address) YOUNG FORD, INC. 1096 E. MAIN BURLEY, ID 83318 JUL 29 1999
--	---

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 agreement on the front and back of this contract.

Year and Make	Model	GVW (if Truck) (lbs)	Vehicle Identification Number	Use For Which Purchased
99 FORD	EXPEDITIO		1FMPU18L3XLC47394	<input checked="" type="checkbox"/> Personal <input type="checkbox"/> Agricultural <input type="checkbox"/> Commercial

Trade-In	95 FORD	Year and Make	\$ 7698.10	Trade-In Allowance	\$ 0.00	Amount Owning
----------	---------	---------------	------------	--------------------	---------	---------------

1. Cash Price.....	\$31900.00 (1)
2. Down Payment	
Manufacturer's Rebate Assigned to Creditor.....	\$ N/A
Cash Down Payment.....	\$ N/A
Pickup Payment Due 19	\$ N/A
Trade-In (description above).....	\$ 7698.10
Total Down Payment.....	\$ 7698.10 (2)
3. Unpaid Balance of Cash Price (1 minus 2).....	\$24201.90 (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 \$	N/A
(ii) for filing fees \$	8.00
(iii) for taxes (not in Cash Price)	\$ 1210.10
To Insurance Companies for:	
Vehicle Insurance.....	\$ N/A
Credit Life Insurance.....	\$ N/A
Credit Disability Insurance.....	\$ N/A
To SERVICE CONT. 1096H.SRV CONT	\$ 1395.00
To _____ for _____	\$ N/A
To _____ for _____	\$
To _____ for _____	\$
Total.....	\$ 2613.10 (4)
5. Amount Financed (3 plus 4).....	\$ 26815.00 (5)

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
8.79 %	\$ 6539.00	\$ 26815.00	\$ 33354.00	\$ 41052.10

Payment Schedule	<input checked="" type="checkbox"/> Number of payments	Amount of Each payment	When Payments are due
Your payment schedule will be:	59	\$ 555.90	monthly starting 99
	1 final	\$ 555.90	11 SEP

Prepayment: If you pay off your debt early, you will not have to pay a penalty.
Late Payment: You will have to pay a late charge on the portion of each payment received more than fifteen days late. The charge is 5 percent of the late amount or \$10.00, whichever is greater.
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.

Buyer acknowledges receipt of a true and completely filled in copy of this contract at the time of signing.

Buyer Signs: *[Signature]*
 (Co) Buyer Signs: *[Signature]*

CONSUMER PAPER

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.

Sold by: YOUNG FORD, INC. By: *[Signature]* The: *[Signature]*

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.

<input type="checkbox"/> Credit Life	N/A
Insurer	
Premium	N/A
Insured(s)	
Signature(s)	

<input type="checkbox"/> Disability	N/A
Insurer	
Premium	N/A
Insured	
Signature	

<input type="checkbox"/> Type of Insurance	N/A
Insurer	
Premium	N/A
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 time of loss, but not more than the limits of the policy.

<input type="checkbox"/> Comprehensive	EN 6A	Deductible	
		Collision	
<input type="checkbox"/> Fire-Theft-Combined Additional Coverage			
<input type="checkbox"/> Towing and Labor			
<input type="checkbox"/> Term	N/A	Months (Estimate)	
Premium \$	N/A		



PLEASE CALL US AT 1-800-727-7000

SEE BACK FOR ADDITIONAL AGREEMENTS 98-001

CERTIFICATE OF TITLE



FE A305 QR19

20866914

ID-3317 4807M
01-476429-9

VEHICLE IDENTIFICATION NUMBER

1FMPU18L3XLC47394

YEAR

1999

ODOMETER READING

21 ACTUAL

DATE

07/27/1999

TITLE NUMBER

994017561

PRINT DATE

08/18/1999

WEIGHT

LENGTH

WIDTH

HOLD

HORSEPOWER

PROPULSION

OWNER'S NAME AND ADDRESS

KETTERLING, LYNN OR
KETTERLING, R JEANNE
100 N 160 W
RUPERT, ID 83350

OTHER PERTINENT DATA

Assignment of Title

Federal and state law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

1 ODOMETER READING - Reading is actual unless indicated otherwise. (NO TENTHS) DATE

In Excess of Mechanical Limits

Exempt

Not Actual - Warning: Odometer Discrepancy

No Device

5 PURCHASER'S PRINTED NAME(S)

2 DATE SOLD

SELLING PRICE

6 ADDRESS

3 SELLER'S/REPRESENTATIVE'S PRINTED NAME(S)

7 CITY

STATE

ZIP

4 I certify, to the best of my knowledge, that the odometer reading reflects the actual mileage, unless otherwise indicated. I also hereby release my interest and transfer ownership to the named purchaser. SELLER'S/REPRESENTATIVE'S SIGNATURE

A

B

8 In every of the odometer certification made by the seller:

PURCHASER'S/REPRESENTATIVE'S SIGNATURE

9 PURCHASER'S/REPRESENTATIVE'S SIGNATURE (or representative's proper name)

B

Lienholder Section

FIRST LIEN

FORD MOTOR CREDIT COMPANY

PO BOX 105704

ATLANTA, GA 30348-5704

RECORDED 07/27/1999

SECOND LIEN

10 SIGNATURE RELEASING LIEN

DATE

11 SIGNATURE RELEASING LIEN

DATE

11 NEW LIENHOLDER'S NAME

12 ADDRESS

13 CITY

STATE

03982101

VOID IF REPRODUCED