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REC. # 92058

RICHARD J. HAYDEN
RICHARD J. HAYDEN, P.S.
1427 W. Sixth Avenue
Spokane, WA 99204-3303
(509) 624-1111

U.S. COURTS

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REC'D _____
CAMEL S. BURKE,
CLERK IDAHO

Attorney for FORD MOTOR CREDIT COMPANY

UNITED STATES BANKRUPTCY COURT
DISTRICT OF IDAHO, AT BOISE

In re:

CHAPTER 13

NO. 04-1883

KATHERINE L. YOCOM,

MOTION FOR RELIEF OF STAY
PURSUANT TO TITLE 11 U.S.C.
§ 362(d)(1),(2); FRBP 4001, LBR 4001;
REQUEST FOR ADEQUATE
PROTECTION PURSUANT TO
§§ 363(e); 361(1); ABANDONMENT
UNDER § 554; CO-DEBTOR UNDER
§ 1301; AND WAIVER UNDER FRBP
4001.

Debtor.

COMES NOW FORD MOTOR CREDIT COMPANY ("FMCC"), by and through its attorneys 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 U.S.C. § 362(d)(1) and (2) and that an order issue requiring the debtor to disclose to the court the whereabouts of the collateral so that, upon relief from stay or abandonment, the collateral may be immediately repossessed.

Further, the moving party requests that it be provided adequate protection for its secured claim. FMCC has a secured claim in the collateral of the debtor. The moving party requests that it have adequate protection in the form of either a cash bond in the amount of the approximate fair market value of the collateral or that it have immediate cash payments equivalent to all arrearages now due and owing.

As indicated above, the grounds for the present motion are Title 11 U.S.C. §§ 362(d)(1) and (2); Title 11 U.S.C. § 363(3); and Title 11 U.S.C. §§ 361(1), 506(a), 554(a), 1301, and LBR 4001.

MOTION FOR ANNULMENT FROM STAY - 1

RICHARD J. HAYDEN, P.S.
1427 West Sixth Avenue
Spokane, WA 99204-3303
(509) 624-1111
Facsimile (509) 456-8854
A Professional Service Corporation

Pursuant to LBR 4001 FMCC specifically alleges that:

1. It holds a perfected security interest under Article 9 of the Uniform Commercial Code in a 1992 FORD F150 TRUCK, VIN # 1FTEX14N1NKA64007;

2. That there are no prior claims or encumbrances against the vehicle except for the secured 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 substantially deteriorating;

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

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

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

8. The debtor is \$907.11 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 \$5,275.00. The debtor owes \$5,996.20.

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 and deem the ten-day stay of effectiveness waived.

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, nor does the debtor have substantial equity in such property; the claim of the moving party is a secured interest in the collateral 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 irreparable damage.

MOTION FOR ABANDONMENT

FMCC asserts that its collateral is burdensome to the estate in light of the lack of equity and should be abandoned to FMCC.

MOTION FOR RELIEF AGAINST CO-DEBTOR

Movant also seeks relief against Co-Debtor MICHAEL YOCOM, since the Plan does not propose payment in full of claim.

WHEREFORE, the moving party respectfully requests that:

1. It be granted relief of the stay in order to repossess and liquidate its collateral, and that the court direct the debtor to inform the moving party of the present and future location of all its collateral;
2. FMCC have abandonment of all collateral;
3. In the alternative, that a bond in the amount of the fair market value of the collateral be posted by the debtor or that FMCC receive cash payments in an amount which would satisfy all arrearages due and owing as of the date of this motion;
4. Any order granting the relief requested be effective upon entry.

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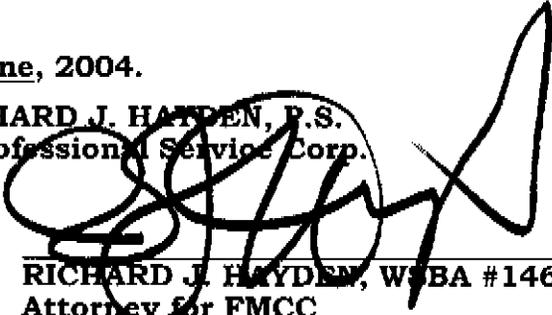
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5. It have such other and further relief the court deems just and equitable.

DATED this 2nd day of June, 2004.

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

By:


RICHARD J. HAYDEN, WSBA #14614
Attorney for FMCC
For the Firm

CERTIFICATE OF SERVICE

I HEREBY CERTIFY under penalty of perjury that on the ____ day of June, 2004, I served a true and correct copy of the MOTION FOR RELIEF FROM STAY, *via U.S. Mail*, upon C. GRANT KING, 5400 FRANKLIN RD #J, BOISE, ID 83705; KATHERINE L. YOCOM, 2040 W. SLATON DR., MERIDIAN, ID 83642; MICHAEL YOCOM (LAST KNOWN ADDRESS), 1726 BROOKLAWN DR., BOISE, ID 83709, JOHN H. KROMMENHOEK, P.O. BOX 8358, BOISE, ID 83707; 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.

Heidi Claytor

c:\CASES\FORD\YOCOM\RELIEF.MOT

MOTION FOR ANNULMENT FROM STAY - 4

RICHARD J. HAYDEN, P.S.
1427 West Sixth Avenue
Spokane, WA 99204-3303
(509) 624-1111
Facsimile (509) 456-7654
A Professional Service Corporation

THE ATTACHED IDAHO CERTIFICATE OF TITLE IS DOCUMENT FOR YOUR VEHICLE OR VESSEL. DO NOT DESTROY THIS DOCUMENT. UPON SALE OR TRANSFER OF THIS VEHICLE OR VESSEL, THE NEW OWNER MUST APPLY FOR TITLE WITHIN 30 DAYS TO AVOID A \$20.00 PENALTY.

FORD MOTOR CREDIT COMPANY

PO BOX 105704
ATLANTA GA 30348-5704

DETACH HERE

4JBK005843 DVS01182

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TITLE NUMBER		PRINT DATE	WEIGHT	LENGTH	WIDTH	HULL	HORSEPOWER	PROPULSION
E92501819		06/09/2004						
OWNER'S NAME AND ADDRESS					OTHER PERTINENT DATA			
YOCOM, MICHAEL OR YOCOM, KATHERIN L 1726 BROOKLAWN DR BOISE, ID 83709								
Assignment of Title Federal and state law requires that you state the mileage when transferring ownership of a motor vehicle. Failure to complete or providing a false statement may result in fines and/or imprisonment.								
ODOMETER READING - Reading is actual unless indicated otherwise. (NO TENTHS) DATE:					PURCHASER'S PRINTED NAME(S)			
<input type="checkbox"/> In Miles of Manufacturer's Limit <input type="checkbox"/> Exempt <input type="checkbox"/> Not Applicable - Warning! Odometer Discrepancy <input type="checkbox"/> No Device					ADDRESS			
DATE SOLD: SELLING PRICE:					CITY STATE ZIP			
SELLER'S OR REPRESENTATIVE'S PRINTED NAME(S)					I am aware that I apply for title in Idaho. I must do so within 30 days of purchase or a \$20.00 late filing penalty may be due. I am also aware of the 30-day notice of title application made by the seller. PURCHASER'S OR REPRESENTATIVE'S SIGNATURE:			
I certify, to the best of my knowledge, that the odometer reading reflects the actual mileage, unless otherwise indicated. I also hereby indicate my interest and transfer ownership to the named purchaser. SELLER'S OR REPRESENTATIVE'S SIGNATURE:					AND PURCHASER'S OR REPRESENTATIVE'S SIGNATURE (or representative printed name):			
A X B X					A X B X			
Lienholder Section FIRST LIEN FORD MOTOR CREDIT COMPANY PO BOX 105704 ATLANTA, GA 30348-5704 RECORDED 02/08/2003					SECOND LIEN			
SIGNATURE RELEASING LIEN DATE					SIGNATURE RELEASING LIEN DATE			
X					X			
SIGNATURE RELEASING LIEN DATE					NEW LIENHOLDER'S NAME			
X								
ADDRESS					ADDRESS			
CITY STATE ZIP					CITY STATE ZIP			
06506763								

\$2.00 Fee

NOTICE OF RELEASE OF LIABILITY

\$2.00 Fee

PLEASE PRINT CLEARLY — ALL INFORMATION MUST BE COMPLETE — NOTIFICATION BY SELLER/TRANSFEROR IS MANDATORY

Vehicle or Hull Identification Number (VIN or HIN)	Year	Make	Body Style	Title Number
1FTEX14N1NKA64007	1992	FORD	PK	E92601819
Seller's/Transferor's Full Name:		Phone Number:		
Address:		City: State: Zip:		
Odometer:	Selling Price: \$	Date Delivered to Purchaser/Transferee:		
Purchaser's/Transferee's Full Name:		Address:		
Address:		City: State: Zip:		

I/we hereby request that the Idaho Transportation Department mark its records to indicate that the vehicle or vessel described above has been transferred. However, I/we understand that the title record will remain in my/our name(s) until a new Idaho Certificate of Title is applied for and issued, regarding the name(s) of the new owner(s).

X

Signature of Seller(s)/Transferor(s)

— SEE REVERSE SIDE FOR MAILING/PAYMENT INSTRUCTIONS —

IDAHO SIMPLE INTEREST VEHICLE RETAIL INSTALLMENT CONTRACT

DATE 02/08/03

Buyer (and Co-Buyer) Name and Address (including County and Zip Code):
MICHAEL YOCOM
KATHERIN L YOCOM
1726 BROOKLAWN DR
 BOISE IDAHO 83704

CREDITOR (Seller Name and Address):
DAN WIEBOLD FORD INC.
5707 E GATE BLVD
 BOISE IDAHO 83704

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.

Now/Used: USED Year ago Make: 1992 Model: FORD GVW (Truck, Etc.): N/A Vehicle Identification Number: 1F8P711K904007 Use For Which Purchased: Personal Agricultural Commercial

Trade-in: Year and Make: _____ Gross Allowance: \$ N/A Amount Owning: \$ N/A

ITEMIZATION OF AMOUNT FINANCED

- Cash Price: \$ 8700.00(1)
- Down Payment: \$ _____
- Manufacturer's Rebate Assigned To Creditor: \$ N/A
- Cash Down Payment: \$ 3000.00
- Deferred Down Payment due: \$ N/A
- Trade-in (description above): \$ N/A
- Total Down Payment: \$ 3000.00(2)
- Unpaid Balance of Cash Price (1 minus 2): \$ 5700.00(3)
- Amounts paid on your behalf (Seller may be retaining a portion of these amounts):
 - To Public Officials:
 - (i) for license, title & registration fees \$ 8.00
 - (ii) for filing fees \$ N/A
 - (iii) for taxes (not in Cash Price) \$ 439.95
 - To Insurance Companies for:
 - Vehicle Insurance: \$ N/A
 - Credit Life Insurance: \$ 290.64
 - Credit Disability Insurance: \$ 413.64
 - OTHER INSURANCE: \$ 399.05
 - To DAN WIEBOLD FOR for DOC FEE: \$ N/A
 - To _____ for _____: \$ N/A
 - To _____ for _____: \$ N/A
 - To _____ for _____: \$ N/A
 - Total: \$ 1650.00
- Amount Financed (3 plus 4): \$ 7350.00

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: UNIVERSAL UNDERWRITE
 Insured: MICHAEL YOCOM
 Premium: \$ 290.64
 Insured(s): KATHERIN L YOCOM
 Signature: _____

Credit Disability: UNIVERSAL UNDERWRITE
 Insurer: _____
 Premium: \$ 413.64
 Insured: MICHAEL YOCOM
 Signature: _____

Cat Type of Insurance: N/A Term: N/A
 Premium: \$ 399.00
 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.

- Comprehensive \$ _____ Deductible Collision
- Fire-Theft-Combined Additional Coverage
- Towing and Labor
- Term _____ Months (Estimate) Premium \$ _____

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate <u>26.75 %</u>	The dollar amount the credit will cost you <u>\$ 3535.04</u>	The amount of credit provided to you or on your behalf <u>\$ 7350.00</u>	The amount you will have paid when you have made all scheduled payments <u>\$ 10885.32</u>	The total cost of your purchase on credit, including your downpayment <u>\$ 13885.32</u>

Payment Schedule: Number of payments: _____ Amount of Each Payment: _____ When Payments are due: _____ (monthly starting)

Your payment schedule will be: 15 \$ 302.37 MAR 25TH 2003

1 final \$ 302.37

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 ten days late. The charge is 5 percent of the late amount or \$7.50, 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. Any change in this contract must be in writing and signed by you and the Creditor.

BUYER: _____ CO-BUYER: _____
 SIGNS: _____ SIGNS: _____

NOTICE TO 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 Sign: _____ (Co) Buyer Sign: _____

CONSUMER PAPER

By signing below, the Seller accepts this contract. If no other Assignee is named in a separate assignment attached to this contract, Seller assigns it to Ford Motor Credit Company.

DAN WIEBOLD FORD INC. _____

QUESTIONS?



PLEASE CALL US AT 1-800-727-7000
03-001

ORIGINAL