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ISB #2953

U.S. DISTRICT &  
BANKRUPTCY COURTS

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FILED BY US DISTRICT CLERK  
Catherine C. Burke, Clerk

Attorney Mazda American Credit

74906

IN THE UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF IDAHO

In re: Frank James Knight and Monica )  
Knight )  
)  
)  
Debtors. )  
\_\_\_\_\_ )

CASE NO. 00-244

MOTION FOR RELIEF  
FROM STAY AND NOTICE  
OF HEARING

Mazda American Credit, through counsel, pursuant to 11 U.S.C. §§362(d) and 362(e), moves this Court for relief from the automatic stay on the personal property described as follows:

1998 Mazda 626, VIN no. 1YVGF22D9W5758319

Mazda American Credit respectfully represents the following to the Court in support of this motion:

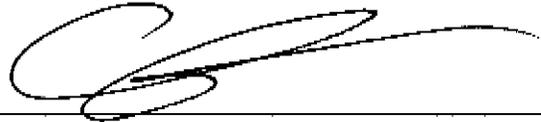
1. Debtor Frank Knight entered into an agreement for the lease of the vehicle described above. The agreement was assigned to Mazda American Credit, which is now the lessor under said agreement.

2. The lease expired and the Debtors surrendered the vehicle.
3. Mazda American Credit's interest is evidenced by the Idaho Motor Vehicle Department certificate or record of title and agreement, copies of which are attached hereto.
4. This is a motion under 11 U.S.C. Section 362(d) for relief from the bankruptcy stay so Mazda American Credit may exercise its remedies under said agreement and resell the subject vehicle. Mazda American Credit's interest has priority over that of any other person or entity.
5. The Debtors and the Estate have no equity in this vehicle, given the claim of Mazda American Credit. The present net payoff on the agreement is \$11,016.00. The book value of the car which ranges between \$10,000 and \$12,000.
7. Mazda American Credit requests that it be granted immediate relief from stay and that any additional stay under Rule 4001(a)(3) be deemed waived. In the alternative Mazda American Credit requests that it be granted adequate protection.

WHEREFORE, Mazda American Credit moves that the stay under 11 U.S.C. section 362(a) be immediately vacated as against the above-named Debtors to permit Mazda American Credit to exercise its remedies under the agreement attached hereto and under Idaho law to complete repossession and sale of the subject vehicle. Mazda American Credit requests that any additional stay under Rule 4001 (a)(3) be deemed waived. In the alternative Mazda American Credit requests that it be granted adequate protection.

Dated October 5, 2001.

**KOFOED LAW OFFICE**



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Alan Kofoed  
Attorney for Mazda American Credit

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing document was served on October 5, 2001, by depositing in the U.S. mail, postage prepaid to the following at the addresses shown:

Randal J. French  
P.O. Box 2730  
Boise, ID 83701

Bernie R. Rakozy  
P.O. Box 1738  
Boise, ID 83701

Frank James Knight  
Monica Knight  
3446 Brampton Way  
Boise, ID 83706

U.S. Trustee  
P.O. Box 110  
Boise, Idaho 83701-0110



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Alan Kofoed





VEHICLE MAINTENANCE, INSURANCE AND USE

1. VEHICLE USE AND MAINTENANCE You will not use or permit others to use the vehicle (a) in violation of any law, (b) contrary to any provisions of any restrictive covenants governing the vehicle, (c) outside the state having the most restrictive law, or (d) in violation of any other applicable law.

1. VEHICLE USE AND MAINTENANCE You will not use or permit others to use the vehicle (a) in violation of any law, (b) contrary to any provisions of any restrictive covenants governing the vehicle, (c) outside the state having the most restrictive law, or (d) in violation of any other applicable law.

2. VEHICLE MAINTENANCE AND OPERATING COSTS Under the terms of this agreement, you are responsible for the cost of maintenance and repair of the vehicle as well as the cost of operating the vehicle.

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3. DAMAGE REPAIR You are responsible for the repair of all damage to the vehicle, including damage to the engine, transmission, and other major components.

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LESSOR IS NOT PROVIDING VEHICLE INSURANCE OR LIABILITY INSURANCE

ENDING YOUR LEASE

1. TERMINATION This lease will terminate (a) at the end of the term of the lease, (b) at the expiration of the term of the lease, or (c) at the expiration of the term of the lease, whichever is the latest.

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2. RETURN OF VEHICLE You will return the vehicle at the end of the term of the lease to the lessor at the address specified in the lease agreement.

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3. STANDARDS FOR WEAR AND TIRE You are responsible for the wear and tear on the vehicle, including the tires, and for the cost of replacing any worn or damaged parts.

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DEFAULT AND LOSS OF VEHICLE

10. DEFAULT You will be in default of this lease if you fail to pay any amount due under this lease, or if you fail to return the vehicle at the end of the term of the lease.

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11. LOSS OR DESTRUCTION OF VEHICLE If the vehicle is lost, stolen, or destroyed, you will notify the lessor immediately and provide proof of loss.

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ASSIGNMENT, ASSIGNMENT

12. ASSIGNMENT AND ASSIGNMENT You may not assign or sublease this lease without the prior written consent of the lessor.

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13. TITLES You will promptly pay all taxes, charges, and fees relating to the title of the vehicle, including the title transfer fee.

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14. TITLE The title of the vehicle will be held in the name of the lessor. You will not execute any document that purports to transfer title to the vehicle.

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MS 10000-0001 Rev. 07/97 For use after September 30, 1999. AN, CO, IL, NC, UT

NOTICE: SEE OTHER SIDE FOR IMPORTANT INFORMATION