

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

In re

Jose R. and Lilliam Margarita Quintana

CHAPTER 13
CASE NO. 8:06-bk-06867-CPM

Debtor(s)

_____ /

**MOTION TO MODIFY STAY AND FOR OTHER RELIEF
FILED BY VOLVO FINANCE NORTH AMERICA, INC.
REGARDING LEASED 2001 VOLVO C70 VIN# YV1NC56D61J019971**

A HEARING IS REQUESTED: This Motion does not simply seek adequate protection. A hearing is requested because Creditor believes there is good cause for an actual Order lifting the stay as opposed to an order providing for adequate protection. The basis for the Creditor's request is as follows:

The Plan provides for rejection of the Debtors lease of the subject vehicle with Creditor.

The Plan does not provide for adequate protection payments to the Creditor.

The Motion seeks relief as to the Codebtor in that the Plan does not afford the Creditor complete relief in the form of payment of 100% of the principal, interest and attorneys fees which are due it.

Other

VOLVO FINANCE NORTH AMERICA, INC. ("Lessor"), pursuant to §§362(d)(1) and (2) of the Bankruptcy Code, hereby moves this Court for entry of an order granting relief from stay as to the bankruptcy estate and as to the Debtor(s), or, in the alternative, for adequate protection, and states:

1. For value received, the Debtor(s) executed and delivered a lease contract ("Lease") as evidence of indebtedness to Lessor. Copies of the Lease and the Title to the leased Property (in the case of a motor vehicle or other titled Property) are attached hereto as Exhibit A.

2. The Lease pertains to Property described as: 2001 VOLVO C70 VIN#

YV1NC56D61J019971 ("Property")

3. Lessor is the owner (or has financed the Lease for its dealer which is the owner of the Property) and is the holder for value of the Lease.

4. Lessor is owed the amounts referenced in the attached Affidavit plus any changes accruing subsequent to the date of the Affidavit.

5. The Debtor(s) defaulted under the terms of the Lease with Lessor by failing to do the following: make all payments when due as specified in the attached Affidavit, or, in the instance of a Chapter 7 proceeding, failing to reaffirm the indebtedness secured by the Collateral/Property, or both.

6. The Debtor(s), and the estate, have made no offer of adequate protection to Lessor regarding Lessor's interest in the Property. Lessor, therefore, lacks adequate protection.

7. The Property is diminishing and decreasing in value and continues to do so by virtue of the continued use of the Property by the Debtor(s) without payments to Lessor.

8. The Debtor(s), and the estate, lack equity in the Property.

9. The Property is not necessary to an effective reorganization.

10. Pursuant to the terms of the Lease between the parties, the Debtor(s) is/are obligated to pay Lessor's reasonable attorneys' fees and court costs. Lessor has retained the undersigned attorneys and has agreed to pay them a reasonable fee for their services rendered in connection with this Motion.

11. Lessor asserts sufficient cause exists to waive the requirement of Bankruptcy Rule 4001(a)(3), therefore allowing an Order to be effective upon this Honorable Court's signature, as the Property is easily moved and easily secreted and easily damaged within the ten day period that would otherwise stay recovery of the Property. In addition Lessor prays that the Court suspend the

Rule in all instances in which there is a Consent on the part of the Debtor(s).

12. Lessor also seeks relief from the codebtor stay imposed by §1301 of the Bankruptcy Code as against the following Codebtor(s): NONE

WHEREFORE, Lessor requests that the Court enter an order modifying or terminating the automatic stay as to the Debtor(s) and to the estate to permit Lessor to enforce its in rem remedies as against the Property and permit Lessor to proceed both in rem and in personam as against any Codebtor(s). In the alternative, Lessor requests that the Court order the Debtor(s) to make adequate protection payments to Lessor under the terms and condition of the Lease, including payment of Lessor's reasonable attorneys' fees and costs.

/s/ Brad W. Hissing, Esq.

Brad W. Hissing, Esq.
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Foyle & Singer, P.A.
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Tampa, FL 33601
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Fax: (813) 229-3323
bhissing@kasslaw.com
Florida Bar No. 854794

CERTIFICATE OF SERVICE

I HEREBY CERTIFY THAT a true and correct copy of the foregoing was furnished on January 5, 2007, by U.S. Mail and/or electronic mail to: Jose R. and Lilliam Margarita Quintana, 12620 Catamaran Place, Tampa, FL 33618; Thomas Nanna, Esq., 8910 N. Dale Mabry Hwy, Suite 1, Tampa, Florida 33614-1580; Jon Waage, Trustee, P.O. Box 25001, Bradenton, FL 34206.

/s/ Brad W. Hissing, Esq.

Brad W. Hissing, Esq. (x1347)

Florida
Motor Vehicle Lease Agreement

1 800 770-8234 Lease Case # **MS/18/05**

DEAL # 51581 Lessor's Name and Address: Name and Address (including County)
VOLVO **JOSE R GUANTANA**
 174 MI HARRIS DR **1491**
 LAKE CITY FL 32825

Lessor's Name and Address:
VOLVO CAR FINANCE NORTH AMERICA
 1789 JOY ELL DRIVE
 RICHARDSON TX 75086

To Volvo Car Finance, a Volvo Car Finance North America, The Lessor is **CAR EAST**

Vehicle Identification Number: **YVINC6D61J019971**

TRADE IN: N/A Year Make Model: Gross Acquisition: Amount Owing: N/A

Amount Due At Lease Signing or Delivery	Monthly Payments	Other Charges	Total of Payments
Finance Broker's Fee: 359.48	Your first monthly payment of \$ 359.48	Depositor fee if you do not purchase the vehicle: \$395.00	The amount you will have paid by the end of the lease:
Due on 03/10/07	Due on 03/10/07		
payments of \$ 359.48	payments of \$ 359.48		
for 24 months	for 24 months		
Total: \$ 8627.52	Total: \$ 8627.52		9822.52

Amounts Due At Lease Signing or Delivery: Finance Broker's Fee: 359.48, First monthly payment: 359.48, Finance Broker's Fee: 359.48, Title fees: N/A, Registration fees: N/A, Add. smol fee: N/A, Option fees: N/A, Total: 359.48

Gross capitalized cost: 18789.00, Lease term: 24 months, Monthly payment: 359.48

Early Termination: You may not be able to pay a substantial charge if you end the lease early. The charges may be up to several thousand dollars. The actual charge will depend on when the lease is terminated. The earlier you end the lease, the greater the charge is likely to be.

Excess wear and tear: You may be charged for excessive wear based on our standards for normal use. At the scheduled end of this lease, you will purchase the vehicle for \$20 per mile for each mile in excess of 78829 miles shown on the odometer. See item 1 and 10 on back and the LeaseCar Addendum for additional excess wear and tear terms.

Extra Lease Option Credit: At the scheduled end of this lease, you will receive a credit of \$1000.00 per vehicle for the number of vehicle purchases. N/A

Purchase Option at End of Lease Term: \$13725.00 plus option fee and taxes. Your lease and purchase option price. You have the option to purchase the vehicle at the end of the lease term from Volvo or its designated intermediary for the purchase option price plus a purchase option fee of \$50.00 if you are not in default.

Other Important Terms: See your lease documents for additional information on early termination or purchase option and maintenance responsibilities, warranties and other terms and conditions, insurance and any security interests, if applicable.

WARRANTY: The vehicle is covered by the warranty, extended warranty or service contract indicated below.

SALES TAX: \$64.48

REGISTRATION: N/A

LESOR SERVICES: N/A

LEASE PAYMENTS: You will pay a late charge on each payment that is not received within 10 days after it is due. The charge is 5% of the full amount of the scheduled payment of \$50.00, whichever is less.

THIS IS A LEASE AGREEMENT
THIS IS NOT A PURCHASE AGREEMENT

PLEASE REVIEW THESE MATTERS CAREFULLY AND SEEK INDEPENDENT PROFESSIONAL ADVICE IF YOU HAVE ANY QUESTIONS CONCERNING THIS TRANSACTION. YOU ARE ENTITLED TO AN EXACT COPY OF THE AGREEMENT YOU SIGN.

OTHER TERMS AND CONDITIONS:

N/A

Agreement Value of the Vehicle: \$18789.00, Sales Tax and Other Fees: N/A, License and Registration Fees: N/A, Extended Warranty and Service Contract: N/A, Dealer Services: N/A, Acquisition Fee: 359.48, Documentation Fee: N/A, Total Gross Capitalized Cost: 19000.00

SIGNATURES AND IMPORTANT NOTICES

JOSE R GUANTANA (Signature) To: _____

CO: _____ To: _____

JOSE R GUANTANA (Signature) To: _____

CO: _____ To: _____

VOLVO CAR FINANCE NORTH AMERICA (Signature) To: VLTZ

MTRFO050
 COUNTY/AGENCY

FLORIDA DEPARTMENT OF HIGHWAY SAFETY
 68/03 MOTOR VEHICLE INQUIRY REPORT

PAGE. 1
 RUN DATE: 06/21/2005
 RUN TIME 111541

38788569

VEHICLE INFO			
VEHICLE ID NUM	YV1NC56D61J019971	NET WEIGHT	3691
VEHICLE TYPE	AU	YEAR MAKE	2001
ODOMETER MILES	29	VEHICLE MAKE	VOLV
ODOMETER STATUS	A	VEHICLE USE P	BODY
ODOMETER TYPE	M	FJEL TYPE	INHOUSE MAKE
ODOMETER DATE	03/09/2001	MAJOR COLOR	SIL
		MINOR COLOR	
TITLE INFO			
TITLE NUMBER	82888430	PENDING NO	
ISSUE DATE	03/19/2001	CANCEL DATE	
SALVAGE TYPE		CANCEL STATE	
TITLE STATUS	ORIGINAL - NEW	EFS STATUS	
		ELT STATUS	
BRAND INFO			
BRAND CODE	NO BRANDS ON FILE	BRAND DATE	
OWNER INFO			
FEID/DL NUMBER	222484971	OWNER NUMBER	1
BIRTH DATE/SEX		RES COUNTY	
OWNER NAME	VOLVO FINANCE OF NORTH AMERICA INC		
OWNER ADDR	1700 JAY ELL DR		
	RICHARDSON, TX 75081		
LEGAL OWNERSHIP			
REGISTRATION INFO			
LICENSE PLATE	102AEQ	DECAL NUMBER	08796885
PLATE CODE	EDR	DECAL YEAR	2005
ISSUE DATE	06/08/2001	ISSUE DATE	07/09/2004
ARF CREDIT	8 00	EXPIRE DATE	06/10/2005
REG USE	HF	UNIT NJM/FLEET	
CLASS CODE	009	LOCATION CODE	
COMMENTS			
REGISTRANT INFO			
FEID/DL NUMBER	Q535436512100	REGISTRANT NUM	1
REGIS DOB/SEX	06/10/1951 / M	RES COUNTY	29
REGISTRANT NAME	QUINTANA, JOSE RAUL		
REGISTRANT ADDR	174 NW HARRIS LAKE DR		
	LAKE CITY, FL 32055		
LIEN HOLDER INFO			
FEID/DL NUMBER	222484971	LIEN NUMBER	1
LIEN DOB/SEX		RES COUNTY	
LIEN DATE	03/09/2001	ELT FLAG	
LIEN HLDR NAME	VOLVO FINANCE OF NORTH AMERICA INC		
LIEN HLDR ADDR	1700 JAY ELL DR		
	RICHARDSON, TX 75081		



Ford Motor Credit Company
NBSC Online Application



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Customer Information

Account Number **38788569**
Primary Customer **QUINTANA , JOSE**

Vehicle Information

Product Type **Lease**
Collateral **2001 VOLVO C70**
Vin Number **YV1NC56D61J019971**
Retail Value **\$0.00**
Wholesale Value **\$0.00**

Contract Terms

Contract Date	03/10/2005	Term	24
Original Payment Amount	\$359.48	Payments Made	20
		Payments Remaining	4
		Lease Termination Date	03/10/2007

Pay Detail

Net Balance at Time of Filing **\$1,455.89**
Last Payment Amount **\$359.48**
Last Payment Date **10/10/2006**
Past Due Date **11/10/2006**

Past Due Amount **\$718.96**
Total Late Charges Due **\$17.97**
Total Past Due **\$736.93**

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In re

Jose R and Lilliam Margarita Quintana

CHAPTER 13
CASE NO 8 06-bk-06887-CPM

Debtor(s)

_____ /

AFFIDAVIT IN SUPPORT OF MOTION TO MODIFY AUTOMATIC STAY

STATE OF MICHIGAN
COUNTY OF WAYNE

BEFORE ME, the undersigned authority, personally appeared, John Debono, who, being first sworn, deposes and says

1 I am John Debono and am employed by VOLVO FINANCE NORTH AMERICA, INC ("Creditor") in the capacity of Bankruptcy Representative

2 This affidavit is based upon the loan payment records of the Creditor. These records are regularly maintained in the course of business and it is the regular practice of the Creditor to make and maintain these records. These records reflect loan payments that are noted in the records at the time of receipt by persons whose regular duties include recording this information. I maintain these records for the Creditor and regularly use and rely upon them in the performance of my duties.

3 That I am the custodian of the records relating to the account involved in the above named matter

4 The interest which Creditor seeks to protect and which relief from stay is sought is described as **2001 VOLVO C70 VIN# YV1NC56D61J019971**

5 A bankruptcy petition was filed by the Debtor(s) on 12/01/2006. The Debtor(s) is/are in default by failing to make the payment due 01 / 10 / 07 * and all subsequent payments

(*List the default date in the format of month / day / year. List the earliest date on which payments are due.)

FURTHER AFFIANT SAYETH NOT

VOLVO FINANCE NORTH AMERICA, INC
Name of Creditor

By John Debono
John Debono

SWORN TO and SUBSCRIBED before me this 2 day of JANUARY, 2007 by John Debono, (x) who is personally known to me or () who has produced _____ as identification and who did take an oath

Name Cynthia Koroly
NOTARY PUBLIC, STATE OF MICHIGAN

CYNTHIA A. KOROLY
Notary Public, Wayne County, Michigan
My Commission Expires Feb 7, 2011