

*From Bankruptcy Tab*

UNITED STATES BANKRUPTCY COURT  
BK District **NORTHERN** DISTRICT OF **ILLINOIS** Filing State  
**EASTERN** DIVISION  
BK Division

In re:

*From Parties tab*

**DEBTORS NAMES**, - Debtor  
-Debtor 2 (if applicable)

Debtor(s).

Chapter 13

Case No. **16-xxxxx** *From Bankruptcy Tab*  
Case Number

Hearing on xx/xx/xx at xx:xx

**NOTICE OF MOTION**

*From Bankruptcy Tab- BK Judge*

PLEASE TAKE NOTICE that on xx/xx/xx at xx:xx or as soon thereafter as counsel may be heard, I shall appear before the Honorable Judge **Donald R. Cassling** or any judge sitting in **his** stead, in the courtroom usually occupied by **him** in Room 240 at Kane County Courthouse, 100 S. Third Street, **Geneva, IL 60134**, and moved to present the attached motion. *Address associated to BK Judge selected*

/s/ Diana Carpintero

**CERTIFICATE OF SERVICE**

I hereby certify that on xx/xx/xx, a copy of the foregoing Motion and accompanying Notice of Motion was filed electronically. Notice of this filing will be sent to the following parties through the Court's Electronic Case Filing System. Parties may access this filing through the Court's system.

**Linda G. Bal** *From Entities Tab - Debtor's Attorney*  
o/b/o **DEBTORS NAMES** *From Parties Tab - Debtor 1 and Debtor 2*  
**lindabal@att.net** *Email associated with the selected Debtor's Attorney*

**David R. Brown** *From Entities Tab - BK Trustee*  
Trustee  
**dbrown@springerbrown.com**, *Email associated to the selected BK Trustee*

**Patrick S. Layng** *From Entities Tab - US Trustee*  
U.S. Trustee  
**USTPRegion11.ES.ECF@usdoj.gov** *Email associated to the selected US Trustee*

I further certify that on xx/xx/xx, a copy of the foregoing Motion and accompanying Notice of Motion was mailed by first-class U.S. Mail, postage prepaid and properly addressed to the following:

DEBTORS NAME *From Parties Tab - Debtor Name*  
734 Briar Hill Lane, Unit 1 *Address associated with Debtor*  
Addison, IL 60101

DEBTOR 2 NAME *From Parties Tab - Debtor 2 Name*  
734 Briar Hill Lane, Unit 1 *Address associated with Debtor 2*  
Addison, IL 60101

/s/ Diana Carpintero  
Attorney for Creditor

Marinosci Law Group  
134 N LaSalle, Suite 1900  
Chicago, IL 60602  
312-940-8580; Fax: 401-234-5130  
ILWIBK@mlg-defaultlaw.com

From Bankruptcy Tab

UNITED STATES BANKRUPTCY COURT  
BK District **NORTHERN** DISTRICT OF **ILLINOIS** BK Filing State  
**EASTERN** DIVISION  
BK Division

In re: *From Parties Tab*  
**DEBTORS NAMES,** -Debtor  
-Debtor 2 (if applicable)  
Debtor(s).

Chapter 13

Case No. **16-xxxxxx** *From Bankruptcy Tab*  
Case Number

Hearing on xx/xx/xx at xx:xx

**MOTION FOR RELIEF FROM THE AUTOMATIC STAY (COLLATERAL)**

From Bankruptcy Tab

BK ATNO **BANK OF AMERICA, N.A.** (“Creditor”) hereby moves this Court, pursuant to 11 U.S.C. §

362, for relief from the automatic stay with respect to certain collateral of the Debtor(s) more *From Bankruptcy Tab*  
Type Collateral

particularly described as **2004 FLEETWOOD BOUNDER 35E VIN #1FC1F53S630A06310** (the

“Collateral”). The Required Statement is attached hereto as “Exhibit 1”, in accordance with Local

Rule 4001-1. In further support of this Motion, Creditor respectfully states:

1. A petition under Chapter 13 of the United States Bankruptcy Code was filed with respect to  
*From Bankruptcy Tab*  
the Debtor(s) on **xxxxxxxx xx, 2017**. *Filing Date*

2. A Chapter 13 Plan has been confirmed on **xxxxxxxx xx, 2017 –OR IF NOT CONFIRMED-**  
**A hearing to consider confirmation of the Chapter 13 Plan of the Debtor(s) is scheduled for**  
**xx/xx/xx.**

3. As of the Petition Date, the Creditor was the holder of a claim secured by **2004** *From Bankruptcy Tab*  
Type Collateral  
**FLEETWOOD BOUNDER 35E**, more particularly described in that certain *From Bankruptcy Tab*  
Security Doc Type  
**Contract and Security Agreement** (the “**Security Agreement**”) as **VIN #1FC1F53S630A06310**, a  
*Retail Installment*  
*From Bankruptcy Tab- Type Collateral*  
copy of which is attached hereto as “Exhibit 2.”

4. The Debtor(s) has/have executed and delivered or is/are otherwise obligated with respect to  
that certain **Security Agreement** in the original principal amount of **\$xx,xxx.00**. Creditor is an entity  
*From Edit File tab -Original Amt*  
entitled to enforce the **Security Agreement**.

5. Pursuant to that certain Security Agreement, Creditor is the holder of a security interest in the Collateral. Creditor perfected its security interest in the Collateral by placing its lien on the **Certificate of Title of a Vehicle** (“**Title**”) relating thereto. A copy of the Title is attached hereto as “Exhibit 3.”

6. Pursuant to the **Security Agreement**, all obligations (collectively, the “Obligations”) of the Debtor(s) under and with respect to the **Security Agreement** are secured by the Collateral.

**7. The plan calls for the Debtor(s) to surrender the Collateral.**

8. As of *From Bankruptcy Tab - Client Figures Date* **xxxxxxx xx, 2017**, the outstanding amount of the Obligations is: *From Bankruptcy Tab - Total Payoff* **\$xx,xxx.xx**.

9. The Debtor’s plan calls for the Debtor(s) to make post-petition payments to the **Movant –OR – Trustee.**

10. The following chart sets forth the number and amount of post-petition payments due pursuant to the terms of the **Security Agreement** that have been missed by the Debtor(s).

Number of Missed/Delinquent Payments	From	To	Monthly Payment Amount	Total Amounts Delinquent
<b>x</b>	<b>x/x/2015</b>	<b>x/x/2017</b>	<b>\$xx.xx</b>	<b>\$xx.xx</b>
Less <b>postpetition</b> partial payments:				<b>(\$XX.XX)</b>

Total: **\$xx,xxx**<sup>1</sup>

*From Bankruptcy Tab - Appraised Property Value*

11. The clean trade-in value of the Collateral is **\$xx,xxx.00**. The basis for such valuation is the NADAguides Price Report attached hereto as “Exhibit 4.”

*From Bankruptcy Tab - Client Figures Date*

<sup>1</sup> The total set forth in this paragraph represents only the postpetition amounts that are, as of **xxxxxx xx, 2017**, due but not paid, less any partial payments or suspense balance. It cannot be relied upon as a payoff or reinstatement amount. The exact postpetition reinstatement amount is available from counsel for Creditor upon request.

12. Upon information and belief, the aggregate amount of encumbrances on the Collateral listed in the Schedules or otherwise known, including but not limited to the encumbrances granted to Creditor, is \$xx,xxx.xx. *From Bankruptcy Tab - Encumbrances*

13. Cause exists for relief from the automatic stay for the following reasons:

(a) Creditor's interest in the Collateral is not adequately protected.

(b) The plan calls for the Debtor(s) to surrender the Collateral.

(c) Pursuant to 11 U.S.C. § 362(d)(2)(A), Debtor(s) has/have no equity in the Collateral; and pursuant to § 362(d)(2)(B) the Collateral is not necessary for an effective reorganization.

WHEREFORE, Creditor prays that this Court issue an Order terminating or modifying the stay and granting the following:

1. Relief from the stay allowing Creditor (and any successors or assigns) to proceed under applicable non-bankruptcy law to enforce its remedies to take upon and obtain possession of the Collateral.

2. That the Order be binding and effective despite any conversion of this bankruptcy case to a case under any other chapter of Title 11 of the United States Code.

3. That the 14-day stay described by Bankruptcy Rule 4001(a)(3) be waived.

4. For such other relief as the Court deems proper.

Respectfully submitted,

/s/ Diana Carpintero  
Attorney for Creditor

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