

**THIS IS AN EXAMPLE OF A MOTION FOR RELIEF FROM STAY IN BANKRUPTCY  
FROM FLORIDA**

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION

In Re:

BXXXX L. BXXXXX

CASE NO. 99-XXXXX-8B1

CHAPTER 11

Debtor(s).

\_\_\_\_\_ /

MOTION FOR RELIEF FROM AUTOMATIC STAY

OR, IN THE ALTERNATIVE, FOR ADEQUATE PROTECTION

COMES NOW, THE PXXXXXXXXX BANK, INC., AN OHIO CORPORATION

(hereinafter movant), by and through its undersigned attorney,  
and moves the Court pursuant to 11 U.S.C., Section 362(d) and  
Bankruptcy Rule 4001, for relief from the automatic stay, and  
states:

1. Debtor(s), BXXXX L. BXXXXX, filed a Voluntary Petition for Relief under 12. U.S.C., Chapter 11, on September 22, 1999.
2. Prior thereto, on or about September 2, 1997, debtor(s) herein, entered into a Security Agreement with movant.
3. Movant is the owner and holder of a Note and Mortgage, which constitute a lien in the property described thereunder.

4. A copy of the above referred to documents which each support movant's security interest are attached hereto and made a part hereof as movant's Exhibits "A" and "B."

5. That the property which is the subject of this amended motion for relief from automatic stay is as follows:

**LOT x, BLOCK xx, ROUSLYNN, ACCORDING TO THE PLAT THEREOF, AS  
RECORDED IN PLAT BOOK 1, PAGE 1X PUBLIC RECORDS OF PINELLAS  
COUNTY, FLORIDA.**

6. Debtor(s), BXXX L. BXXXXX, has/have failed to make payments of principal and interest on the aforementioned contract, the said contract being in default for the payment due July 10, 1999, in the amount of \$317.89, and that there is due on

the contract a balance of \$3X,XXX.49, together with interest, a reasonable attorney's fee and a filing fee of \$75.00 for the bringing of this amended motion, which amounts are secured by the Security Agreement.

7. Movant is entitled to relief from the automatic stay and in support thereof affirmatively states that movant lacks adequate protection of an interest in property, and

- (a) The debtor does not have an equity in such property; and
- (b) Such property is not necessary to an effective reorganization.

Or, in the alternative, movant is entitled to an order conditioning the stay on adequate protection payments.

8. That movant further relies on its Affidavit in Support of Motion for Modification of Stay hereinafter filed.

WHEREFORE, movant, THE XXXXXX BANK, INC., AN OHIO CORPORATION, prays that this Honorable Court will enter its order terminating, annulling, modifying, or conditioning the automatic stay as it applies to movant.

Daniel CXXXXX, Esquire

Florida Bar No. 3XXXXX

XXX North AXXXXX Avenue

Tampa FL 3XXXX

(813) 9XX-8XXX

Fax (813) 9XX-0XXX

Attorney for Creditor

AMENDED CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing with attachments have been furnished by U.S. Mail to BXXXX L. BXXXXX, 1X EAST BXXXX DRIVE, #EXX, LXXXX, FL 3XXXX; XXXXX XXXXX, ESQUIRE, P.O. BOX XXXXXXX, TAMPA, FL 3XXXX; OFFICE OF THE U.S. TRUSTEE, MIDDLE DISTRICT OF FLORIDA, 501 E. POLK STREET, SUITE 1200, TAMPA, FL 33602; AND ALL CREDITORS HOLDING THE 20 LARGEST UNSECURED CLAIMS ON THE ATTACHED LIST OF CREDITORS, this XX ST day of MARCH, 2000.

Dan C. CXXXXX, Esquire

enc. \$75.00 filing fee (previously submitted)