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UNITED STATES BANKRUPTCY COURT  
Western District of Wisconsin

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*In re:*

Case no. 17-11785

LAURITSEN FIREWOOD & RENTAL, INC.,  
Debtor.

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NOTICE OF MOTION AND MOTION  
FOR USE OF CASH COLLATERAL

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NOTICE

PLEASE TAKE NOTICE: Lauritsen Firewood & Rental, Inc. (hereinafter "Movant"), by Christianson & Freund, LLC is filing the following Motion in the captioned case.

**Your rights may be affected. You should read these papers carefully and discuss them with your attorney, if you have one in this case. (If you do not have an attorney, you may wish to consult one.)**

If you do not want the court to grant the relief requested in the Motion or if you want the Court to consider your views on the Motion then, **on or before fourteen days after the date of the service of this motion**, you or your attorney must file an original written "Request for Hearing and Objection to Motion for Use of Cash Collateral" with the Court at:

Clerk of Court  
500 S. Barstow St.  
Eau Claire, WI 54701

**The Objection must *specifically* state the basis for the Objection and be in full compliance with Fed.R.Bankr.P. 9011.** If you mail your Request and Objection to the Court for filing, you must do so early enough so the Court will **receive** it on or before the deadline set forth above.

If you or your attorney do not take these steps, the Court may decide that you do not oppose the relief sought in the Motion and may enter an order granting that relief. 11 U.S.C. §102(1)(B). If you file an Objection the matter will be set for a preliminary hearing. Therefore, you should consult the Court if you have not been contacted regarding a preliminary hearing date within ten (10) days of filing your Objection.

MOTION

COMES NOW Movant, by Christianson & Freund, LLC, to represent:

1. On May 17, 2017, Movant filed for relief under Chapter 11 of the Bankruptcy Code.

2. Movant is engaged in the business of wood products, grain farming and beef cattle farming.

3. Movant's primary source of income is from wood products revenue, with substantial yearly income from harvest of grain.

4. Movant uses this revenue to operate in the ordinary course, including but not limited to payment of payroll and employee benefit obligations (including pre-petition payroll & benefit obligations in the ordinary course), utilities, taxes (including pre-petition employment taxes in the ordinary course), insurance, legal & accounting fees, suppliers, insurance, fuel, repair & maintenance expenses, and adequate protection payments.

5. Movant must have access to that revenue continue to operate, remain a viable entity, effectively reorganize, and perform its obligations in this bankruptcy.

6. Movant believes that the maximum dividend for unsecured creditors will be obtained if the Movant business continues as a going concern.

7. Hiawatha National Bank (hereinafter "Creditor") has or may claim a security interest in all or part of Movant cash and cash equivalents ("cash collateral").

8. Movant is seeking Creditor consent to the use of cash collateral for the continued ordinary course operation of the business; Movant will withdraw this motion in the event Creditor honors this request.

9. To secure any interest Creditor may have in cash collateral Movant proposes to grant Creditor a post-petition replacement security interest in cash generated from the continued operation of Movant equal to any pre-petition interest Creditor may have in Movant cash and cash equivalents.

10. Movant proposes to pay Creditor \$9,650.13 monthly adequate protection payments, representing payment of 5.25% interest per annum, interest only, on each loan.

11. Creditor is further adequately protected as Movant's inventory of wood products is continually replenished as logging operations continue, providing additional security.

12. Creditor is further adequately protected as they claim a general business security interest in all property of Movant. Movant scheduled its assets with a

