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Attorney for Global Credit Union

SERVED ON OFFICE OF  
U.S. Trustee August 30, 2004  
DAVIDSON ♦ MEDEIROS

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF IDAHO

In re . . .

**MICHAEL R. DENNEY and TRACY  
ANN DENNEY,**

Debtors.

Case No. **04-21097**  
Chapter **7**

**UNSWORN DECLARATION OF  
GLORIA THOMSEN IN SUPPORT OF  
MOTION FOR RELIEF FROM  
AUTOMATIC STAY AND  
ABANDONMENT**

I, Gloria Thomsen, under penalty of perjury, hereby make this unsworn declaration in support of the within motion:

I am employed as a special credits officer in the Special Credits Department of Global Credit Union ("Global"). This declaration is made in support of the Motion For Relief From Automatic Stay And Abandonment (the "Motion for Relief") that was filed by Global in this matter.

I am familiar with the facts that are alleged in the Motion for Relief. As additional evidence of the status of the secured claim of Global, I am submitting the following information for consideration by the Court:

**ORIGINAL**

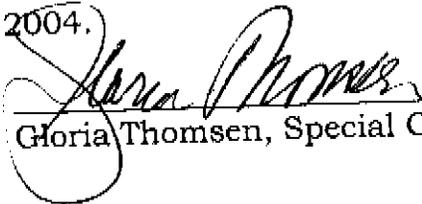
1 a: Balance Due on Loan 0000324757 LN70. The principal balance due on  
2 Loan Account Number 0000324757 LN70 as of July 29, 2004 was \$15,510.68. I  
3 am attaching a true and correct copy of the payoff statement as Exhibit "A,"  
4 evidencing said balance.  
5

6  
7 b. Secured Status of 0000324757 LN70. Global is secured by the 1998  
8 Dodge Durango (VIN- 1B4HS28Y7WF128855) at issue in accordance with the  
9 terms of the Conditional Sale Contract (Simple Finance) and Security Agreement  
10 that was signed by the Debtor, Mr. Michael R. Denney, on or about November 4,  
11 2002, as perfected by the Certificate of Title, showing Global as the legal owner of  
12 said collateral. I am attaching true and correct copies of the Conditional Sale  
13 Contract (Simple Finance) and Security Agreement and Certificate of Title as  
14 Exhibits "B" and "C."  
15

16 c. Payment History. The Debtors are over (3) three payments behind on  
17 their obligation to Global as of July 29, 2004.  
18

19 d. Value of Collateral of Loan 0000324757 LN70. The fair market value of  
20 the 1998 Dodge Durango (VIN- 1B4HS28Y7WF128855) is believed to be between  
21 \$8,250.00 and \$10,350.00.  
22

23 DATED this 23 day of August 2004.

24  
25  
26  
27  
28  
29  
30  
31  
32  
  
Gloria Thomsen, Special Credits Officer

DAVIDSON ♦ MEDEIROS  
ATTORNEYS AT LAW  
A PROFESSIONAL SERVICE CORPORATION

1280 BANK OF AMERICA CENTER  
601 WEST RIVERSIDE AVENUE  
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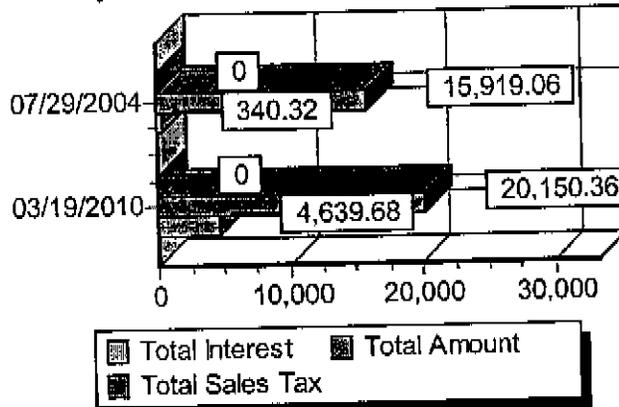
**Account 0000324757 Loan 70: 1998 DODGE DURANGO Payoff**

07/29/2004

\*A payment of \$15,919.06 is required to pay off this loan on 07/29/04.

Principal Balance: 15,510.68  
Interest Type: Daily  
Interest Rate: 8.900  
Interest Due: 340.32  
One Day's Interest: 3.7821  
Due Date: 05/19/2004  
Amount Past Due by Payoff Date: 897.24  
Past Due Payment Count: 3  
Late Charge Due: 68.06

Payoff on 07/29/2004 vs. 03/19/2010



**Conditional Sale Contract  
(Simple Finance) and Security Agreement**

In this agreement the words I and me mean each buyer who signs below and on the other side vs Buyer. The words you and your mean the Seller/Creditor, and if the Seller/Creditor transfers the contract by assignment to Global Credit Union, the credit union will also be you or yours.  
 I hereby agree to buy the property described below (property), and to give you a security interest in that property and in all additions and accessories, and in any proceeds of insurance covering its damage or destruction (until I have paid the "total of payments" due under this contract. The property listed will also secure my other or future indebtedness to you.  
 I hereby agree to be bound by the terms or conditions below, and on the reverse side. I promise to pay to you the Amount Financed shown below. I also promise to pay periodic Finance Charge computed daily on the balance of the Amount Financed at the periodic Finance Charge Rate shown below.  
 I understand that my final payment may be slightly higher or lower than the others, depending on my payment record. You will notify me of the exact amount of the last payment.  
 All payments will be applied first to late charge, then to service charge, and then to the unpaid balance.

YEAR MODEL	NEW OR USED	MAKE - TRADE NAME	NO OF CYL.	STYLE TYPE OR BODY	MODEL SERIES OR NO.	IDENTIFICATION NO. SERIAL NO.	MOTOR NO.
1998	USED	DODGE	N/A	N/A	DURANGO	1B4HR29Y7WF12355	

INCLUDING THE FOLLOWING EQUIPMENT MARKED X:  ALTO TRANS.  RADIO  POWER STEERING  POWER WINDOWS  POWER LOCKS  AIR COND.  OTHER EQUIP.

**DISCLAIMER STATEMENT:** Property damage insurance is required. I understand I can get any required insurance (plus liability insurance) from my own insurance through you. I understand that unless you indicate otherwise, below, you will not obtain bodily injury, Public Liability or coverage me against damages resulting from my ownership or use of any vehicle here covered.

16792.00 800.00 17000.00 1000.00 10000.00 1000.00 17000.00 3727.00 23020.24 2000.00 23020.24	<input type="checkbox"/> BUYER <input type="checkbox"/> SELLER	Itemization of the Amount Financed	17500.53
	Term Premium	18722.20	\$
	N/A	PRICE OF ALL ITEMS	\$
	N/A	Sales Tax	17562.93
	N/A	1. CASH PRICE	\$
	N/A	(Trade-In Year, Make and Model)	
	N/A	DOWN Trade-In	\$
	N/A	PAY. Less Owing	\$
	N/A	MENT Net Trade-In	\$
	N/A	Cash Down Payment	\$
	2. TOTAL DOWN PAYMENT	\$	
	3. UNPAID BALANCE OF CASH PRICE	\$	
	4. Amount paid on my prior debt(s) with you:	\$	
	Amount paid to others on my behalf:	\$	
	To Insurance Company(s):	\$	
	For Credit Insurance	\$	
	For Title Lien:	\$	
	For Public Officials:	\$	
	5. TOTAL	\$	
	To Public Officials:	\$	
	For Title Fee	\$	
	For License Fee	\$	
	For Filing Fee	\$	
	6. TOTAL	\$	
	7. Amount Financed/Unpaid Balance (Sum of Lines 3, 4, 5, & 6)	\$	
	8. FINANCE CHARGE	\$	
	9. TOTAL OF PAYMENTS (7+8)	\$	

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
8.98 %	\$ 5727.51	\$ 17500.53	\$ 23329.24	\$ 25329.24

My payment schedule will be:

NUMBER OF PAYMENTS	AMOUNT OF PAYMENTS	WHEN PAYMENTS ARE DUE
N/A	299.36	Monthly Beginning

**SECURITY:** I am giving you a security interest in the goods or property being purchased.  
 Filing Fees \$ 73.58  
 LATE CHARGES: If a payment is 15 days late, you will be charged 20% of the interest due.  
 PREPAYMENT: If I pay off early, I will not have to pay a penalty.  
 ASSUMPTION: Any subsequent purchaser of the property which secures this obligation cannot assume the remainder of this obligation on the original terms.  
 I understand that I should see my contract documents for any additional information about nonpayment, default, any required repayment in full before the schedule date and prepayment refunds and penalties.  
 \*Seller may be retaining a portion of this amount.

SUBJECT TO FURTHER TERMS AND CONDITIONS ON THE REVERSE SIDE. READ REVERSE SIDE BEFORE SIGNING.  
 The following is required by state law in conjunction with the Factors Truth in Lending Act.

**NOTICE TO BUYER:**  
 (a) DO NOT SIGN THIS CONTRACT BEFORE YOU READ IT OR IF ANY SPACES INTENDED FOR THE AGREED TERMS, EXCEPT AS TO UNAVAILABLE INFORMATION, ARE BLANK, (b) YOU ARE ENTITLED TO A COPY OF THIS CONTRACT AT THE TIME YOU SIGN IT, (c) YOU MAY AT ANY TIME PAY OFF THE FULL UNPAID BALANCE DUE UNDER THIS CONTRACT, AND IN SO DOING YOU MAY RECEIVE A PARTIAL REBATE OF THE SERVICE CHARGE, (d) THE SERVICE CHARGE DOES NOT EXCEED 8.98% PER ANNUM COMPUTED MONTHLY, (e) YOU MAY CANCEL THIS CONTRACT, IF IT IS SOLICITED IN PERSON, AND YOU SIGN IT, AT A PLACE OTHER THAN THE SELLER'S BUSINESS ADDRESS SHOWN ON THE CONTRACT, BY SENDING NOTICE OF CANCELLATION BY CERTIFIED MAIL RETURN RECEIPT REQUESTED TO THE SELLER AT HIS ADDRESS SHOWN ON THE CONTRACT, WHICH NOTICE SHALL BE POSTED NOT LATER THAN MIDNIGHT OF THE THIRD DAY (EXCLUDING SUNDAYS AND HOLIDAYS) FOLLOWING YOUR SIGNING THIS CONTRACT, IF YOU CHOOSE TO CANCEL THIS CONTRACT, YOU MUST RETURN OR MAKE AVAILABLE TO THE SELLER AT THE PLACE OF DELIVERY ANY MERCHANDISE, IN ITS ORIGINAL CONDITION, RECEIVED BY YOU UNDER THIS CONTRACT.

Executed in quadruplicate this 4th day of NOV 20 02  
 at POST FALLS, I Washington

SELLER'S NAME MIDWAY AUTOMOTIVE GROUP INC SELLER'S ADDRESS (MUST BE COMPLETED) 350 N GILBERTA POST FALLS, ID83225 SELLER'S SIGNATURE SELLER'S NAME (PRINT OR TYPE) MICHAELE ALBERGHESE GROUP, INC SELLER'S SIGNATURE By	BUYER'S NAME (PRINT OR TYPE) MICHAEL R. DENNEY BUYER'S SIGNATURE BUYER'S SIGNATURE RESIDENCE & MAILING ADDRESS (MUST BE COMPLETED) 18421 W. COUGLER GULCH RD CITY COUNTY STATE ZIP CC
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**Exhibit "B"**

ITB-BEV-3-INTVA  
01-INTC08-B

# CERTIFICATE OF TITLE

3115113

VEHICLE IDENTIFICATION NUMBER  
1B4HS28Y7WE128855

YEAR MAKE BODY MODEL DESCRIPTION  
1998 DODG LL TK DURANGO

2ND VEHICLE IDENTIFICATION NUMBER

ODOMETER READING  
46779 ACTUAL

DATE  
11/04/2002

TITLE NUMBER  
A021025909

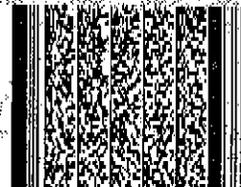
PRINT DATE  
11/15/2002

WEIGHT LENGTH WIDTH HULL HORSEPOWER PROPULSION

OWNER'S NAME AND ADDRESS

OTHER PERTINENT DATA

DENNEY, MICHAEL R  
10421 W COUGAR GULCH RD  
COEUR D ALENE, ID 83814



### Assignment of Title

Federal and state law requires that you state the mileage when transferring ownership of a motor vehicle. Failure to complete or providing a false statement may result in fines and/or imprisonment.

1 ODOMETER READING - Reading is actual unless indicated otherwise. (NO TENTHS) : [REDACTED] DATE: [REDACTED]		5 PURCHASER'S PRINTED NAME(S)	
<input type="checkbox"/> In Excess of Mechanical Limits <input type="checkbox"/> Not Actual - Warning: Odometer Discrepancy		<input type="checkbox"/> Exempt <input type="checkbox"/> No Drive	
2 DATE SOLD: [REDACTED] SELLING PRICE: [REDACTED]		6 ADDRESS	
3 SELLER'S/REPRESENTATIVE'S PRINTED NAME(S)		7 CITY STATE ZIP	
4 (Clarify, to the best of my knowledge, that the odometer reading reflects the actual mileage, unless otherwise indicated. I also hereby release my interest and transfer ownership to the named purchaser. SELLER'S/REPRESENTATIVE'S SIGNATURE: A X B X		8 I am aware that if I apply for title in Idaho, I must do so within 30 days of purchase or a \$20.00 late filing penalty may be due. I am also aware of the odometer certification made by the seller. PURCHASER'S/REPRESENTATIVE'S SIGNATURE: A X B X 2nd PURCHASER'S/REPRESENTATIVE'S SIGNATURE (or representative's printed name):	

### Lienholder Section

9 FIRST LIEN GLOBAL CREDIT UNION PO BOX 3200 SPOKANE, WA 99220 RECORDED 11/04/2002		10 SECOND LIEN	
SIGNATURE RELEASING LIEN DATE		SIGNATURE RELEASING LIEN DATE	
X		X	
11 NEW LIENHOLDER'S NAME		12 ADDRESS	
13 CITY STATE ZIP		13 CITY STATE ZIP	

05660898