United States Bankruptcy Court

801 E. Sherman St. Pocatello, ID 83201

Pocatello District of Idaho

PROOF OF CLAIM

0

U.S. COURTS
03 AUG 18 PM 4:34
REC'D ____ FILED N
CAMERON S. BURKE
CLERK, IDAHO

In re (Name of Debtor): Ketterling, Lynn E & Jeanne R

Case Number: 03-41318 12

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. 503.

Name of Creditor (The person or other entity to whom the debtor owes money or property): **Onyx Acceptance Corporation**

Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

Name and Address Where Notices Should be Sent:

Onyx Acceptance Corporation
27051 Towne Centre Drive
Foothill Ranch, CA 92610

Check box if you have never received any notices from the bankruptcy court in this case.

Telephone No.: **(949) 465-3677**

X Check box if the address differs from the address on the envelope sent to you by the court.

THIS SPACE IS FOR THE COURTS USE ONLY

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR: **00856063960**

0 Check here if this claim amends a previously filed claim, dated **1/0/00**
0

1. BASIS FOR CLAIM
   - Goods sold
   - Services performed
   - XXX Money loaned
   - Personal injury/wrongful death
   - Taxes
   - Other

   Retiree benefits as defined in 11 U.S.C. 1114(a)
   Wages, salaries, and compensation (fill out below)
   Your social security number ____
   Unpaid compensation for services performed from ____ (date) to ____ (date)

2. DATE DEBT WAS INCURRED: **2-May-02**

3. IF COURT JUDGMENT, DATE OBTAINED:

4. CLASSIFICATION OF CLAIM. Under the Bankruptcy Code all claims are classified as one or more of the following: (1) Unsecured nonpriority, (2) Unsecured Priority, (3) Secured. It is possible for part of a claim to be in one category and part in another.
CHECK THE APPROPRIATE BOX OR BOXES that best describe your claim and STATE THE AMOUNT OF THE CLAIM AT THE TIME CASE FILED.

XXX SECURED CLAIM **15,845.88**
Attach evidence of perfection of security interest
Brief Description of Collateral: **1999 Ford Truck F250**
Real Estate Motor Vehicle XXX Other (Describe briefly)

Amount of arrearage and other charges at time case filed included in secured claim above, if any **0.00**

XXX UNSECURED NONPRIORITY CLAIM: **0.00**
A claim is unsecured if there is no collateral or lien on property of the debtor securing the claim or to the extent that the value of such property is less than the amount of the claim.

UNSECURED PRIORITY CLAIM ____
Specify the priority of the claim.
Wages, salaries, commissions (up to $2000), earned not more than 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier – 11 U.S.C. 507(a)(3)

Contributions to an employee benefit plan – 11 U.S.C. 507(a)(4)

Up to $900 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. 507(a)(6)

Taxes or penalties of governmental units – 11 U.S.C. 507(a)(7)

Other – Specify applicable paragraph of 11 U.S.C. 507 (a) ____

5. TOTAL AMOUNT OF CLAIM AT TIME CASE FILED: **0.00** (Unsecured) **15,845.88** (Secured) **$15,845.88** (Total)

7% Contract int rate

Check this box if claim includes charges in addition to principal amount of the claim. Attach itemized statement of all additional charges

6. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. In filling this claim, claimant has deducted all amounts that claimant owes to debtor.

7. SUPPORTING DOCUMENTS: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. If the documents are not available, explain. If the documents are voluminous, attach a summary.

8. TIME-STAMPED COPY: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

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Date: 8/11/03

Sign and print the name and title, if any, of the creditor or other person authorized to file this claim. (attach copy of power of attorney, if any)

Joan Isidoro
Bankruptcy Specialist

VIN	1FTNF21F5XEC54884			Financed	05/16/2002	Tech	***FDI***
Status	***Perfected Title***			ITD Work	05/14/2002		
Borrower	LYNN E KETTERLING			Imported	05/15/2002		
Branch		Acct #	00856063960	Added	05/16/2002		
Loan #	00856063960	Suffix		Perfected	05/16/2002		
Owner	KETTERLING, LYNN E OR KETTERLING, R JEANNE			Payoff	/ /	Tech	
Lienholder	ONYX ACCEPTANCE CORP			Released	/ /		
Dealer				Release Type			
Year	1999	Make	FORD	Exported	/ /		
License		Title #	B999009862	ITD Response	/ /	Code	
Body	PK	Vehicle Type	VEH	ITD Deleted	/ /	Action Date	/ /
Account Type		Loan Type	**Vehicle**	Misc.			
				State	ID	**Electronic**	

More Details | Save Note | Check Dupe/UTL | ExplodeVIN

Notes

Record Activity for ONYX ACPT CORP

VTTS - Status changed to PT on 05/16/2002 04:11 AM by FDI
VTTS - Status changed to PT on 05/15/2002 07:26 AM by FDI
VTTS - Status changed to PM on 05/14/2002 02:27 PM by FDI
VTTS - Status changed to PM on 05/13/2002 04:07 PM by FDI
VTTS - Status changed to PM on 05/10/2002 02:27 PM by FDI

THIS IS A CONSUMER CREDIT SALE DOCUMENT

SIMPLE INTEREST MOTOR VEHICLE CONTRACT AND SECURITY AGREEMENT

BUYER'S NAME Lynn E Kettering	DATE OF CONTRACT MAY 2 02	Stock No. R280A Source Salesperson Osterhout, Jody. Date MAY 2 02 Bus. Phone (208) 436-4466 Res. Phone (208) 436-4466
BUYER'S RESIDENCE OR PLACE OF BUSINESS 100 N 160 W Rupert, ID 83350 ZIP CODE	AGREEMENT No.	
CO-BUYER'S NAME AND ADDRESS K Jeanne Kettering		

RECEIVED MAY 03 2002

In this contract the words "we," "us" and "our" refer to the creditor (seller) named below or, upon any assignment, its assignee. The words "you" and "your" refer to the buyer and co-buyer if any named herein and to the heirs, executors, administrators and assigns of such buyer and co-buyer. We sell you the motor vehicle described below (the "vehicle") on credit. The credit price is shown below as the "Total Sale Price." The "Cash Price" is also shown below. By signing this contract you choose to buy the vehicle on credit and agree to pay the Amount Financed, along with a Finance Charge at the Annual Percentage Rate shown below on the unpaid principal balance of the Amount Financed, according to the schedules, terms and agreements shown on the front and back of this contract. If this contract is signed by a buyer and co-buyer, each is individually and together responsible for all agreements in the contract.

SEE OTHER SIDE FOR ADDITIONAL TERMS AND AGREEMENTS:

NEW/USED	YEAR	MAKE	CYL.	DIESEL	GAS	OTHER	BODY STYLE	MODEL	ODOMETER READING	VEHICLE IDENTIFICATION NUMBER
U	1999	Ford	8		XX		4x4 Pu	F21	66850	1FTNF21F5XEC54684
	COLOR White	TRIM		TIRES			TRANS A	KEY NO.	LIC. NO.	N.O.S. NO.

DISCLOSURES PURSUANT TO THE TRUTH-IN-LENDING ACT

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your down payment of $ 9,800.00
7.250 %	$ 4,438.74 (e)	$ 18,519.90	$ 22,958.64 (e)	$ 32,758.64 (e)

YOUR PAYMENT SCHEDULE WILL BE:

Number of Payments:	Amount of Payments:	When Payments Are Due:
One Payment of		
One Payment of		
72 Payments of	318.87	Monthly, beginning June 16, 2002
One Final Payment of		

"COLLE"

(e) means an estimate

SECURITY: You are giving a security interest in the goods or property being purchased.

LATE CHARGES: If any payment is more than 15 days late you will be charged the greater of $10 or 5% of the late amount.

PREPAYMENT: You may pay your contract in full at any time without penalty.

See the remainder of this document for any additional information about nonpayment, default and any required prepayment in full before the scheduled date.

If you are buying a used vehicle with this contract, as indicated in the description of the vehicle above, federal regulations may require a special buyers guide to be displayed on the window.

THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

Si usted está comprando un vehículo usado mediante este contrato según la descripción del vehículo arriba, la ley federal podrá exigir que la ventanilla demuestre una guía especial para el comprador.

LA INFORMACION QUE USTED VE EN LA FORMA DE VENTANILLA PARA ESTE VEHICULO ES PARTE DE ESTE CONTRATO. LA INFORMACION EN LA FORMA DE VENTANILLA DOMINA CUALESQUIER ESTIPULACION CONTARIA EN EL CONTRATO DE VENTA.

STATEMENT OF INSURANCE

NOTICE: No person is required as a condition of financing the purchase of a motor vehicle to purchase, or negotiate, any insurance through a particular insurance company, agent or broker. You have requested Seller to include in the balance due under this contract the following insurance. Insurance is to expire WITH ☐ BEFORE ☐ AFTER ☐ the due date of the final installment. Buyer requests Seller to procure insurance on the vehicle against fire, theft, and collision for the term of this contract. Any insurance will not be in force until accepted by the insurance carrier.

		Premium
$ ______ DED., COMP., FIRE & THEFT ______	Mos.	$
$ ______ DEDUCTIBLE COLLISION ______	Mos.	$
BODILY INJURY $ ______ LIMITS ______	Mos.	$
PROPERTY DAMAGE $ ______ LIMITS ______	Mos.	$
MEDICAL ______	Mos.	$
______	Mos.	$
TOTAL VEHICLE INSURANCE PREMIUMS		$ ______ (a)

Name of Insurer ______

The foregoing declarations are hereby acknowledged.

DATE ______ X SELLER ______ X BUYER ______

CREDIT INSURANCE AUTHORIZATION AND APPLICATION

You voluntarily request the credit insurance checked below, if any, and understand that such insurance is not required. You acknowledge disclosure of the cost of such insurance and authorize it to be included in the balance payable under this contract. Any returned or refunded credit insurance premiums shall be applied to sums due under this contract. Only the persons whose names are signed below are insured.

CREDIT LIFE N/A	Mos. Premium $	N/A
JOINT LIFE N/A	Mos. Premium $	N/A
CREDIT DISABILITY N/A	Mos. Premium $	N/A
JOINT CREDIT DISABILITY N/A	Mos. Premium $	N/A
TOTAL CREDIT INSURANCE PREMIUMS		$ N/A (b)

Name of Insurer ______

☐ You want Credit Life Insurance ☑ XX You do not want Credit Life Insurance
☐ You want Credit Disability Insurance
☐ You want Joint Credit Life Insurance
☐ You want Joint Credit Disability Insurance
☒ XX You do not want Credit Disability Insurance

If the boxes above are checked to indicate that you desire Credit Life or Credit Disability insurance, or both, your signature below means that you agree that you elect the insurance shown above subject to the eligibility requirements, conditions and exclusions set forth in your insurance policy(ies) or certificate(s). If the boxes above are checked to indicate that you do not want Credit Life or Credit Disability Insurance, or both, your signature below acknowledges that fact.

5/2/2002 X [signature] 48
DATE PRIMARY BUYER AGE

5/2/2002 X K. Jeanne Kettering 46
DATE CO-BUYER AGE

OPTION: ☐ You pay no Finance Charge if the Amount Financed, item 6, is paid in full on or before ______ Year ______ . SELLERS INITIALS ______

ITEMIZATION OF AMOUNT FINANCED

1.	A. Cash Price Motor Vehicle and Accessories	$ 27,257.00	(A)
	1. Cash Price Vehicle $ 27,257.00		
	2. Cash Price Accessories $ N/A		
	B. Sales Tax	$ 987.28	(B)
	C. Luxury Tax	$ 0.00	(C)
	D. Service Contract (optional)** *See Service Contract Box below	$ 0.00	(D)
	E. Document Preparation Charge (not a governmental fee)	$ 67.82	(E)
	F. Other ______ To whom paid ______	$	(F)
	G. Other ______ To whom paid ______	$ 0.00	(G)
	TOTAL CASH PRICE (1A to G)	$ 28,311.90	(1)
2.	A. Trade-In (Description) Yr 1988 Make Ford Model F150 V.I.N. 1FTEX15N8JKA38092 Odometer 65210	$ 7,800.00	(A)
	B. Less Prior Credit or Lease Payoff	$ 0.00	(B)
	C. NET TRADE-IN (A minus B)	$ 7,800.00	(C)
	D. Cash Downpayment	$ 2,000.00	(D)
	E. Manufacturer's Rebate	$ 0.00	(E)
	TOTAL DOWNPAYMENT (2C + D + E) (If negative, enter "0" and see line 5C below)	$ 9,800.00	(2)
3.	NET CASH PRICE (1 minus 2)	$ 18,511.90	(3)
4.	AMOUNTS PAID TO PUBLIC OFFICIALS		
	A. Title Fee	$ 8.00	(A)
	B. Tire Fee	$	(B)
	C. Other	$ N/A	(C)
	D. Other	$	(D)
	E. Other	$	(E)
	F. Other	$	(F)
	G. Other	$	(G)
	H. Other	$	(H)
	TOTAL OFFICIAL FEES (4A to H)	$ 8.00	(4)
5.	OTHER AMOUNTS FINANCED**		
	A. Total premiums paid to insurance companies per Statement of Insurance (a + b)	$	(A)
	B. Other ______ To whom paid ______	$	(B)
	C. Prior Credit or Lease Balance ______ To whom paid ______	$	(C)
	D. Other ______ To whom paid ______	$	(D)
	TOTAL OTHER AMOUNTS FINANCED (5A to D)	$ 0.00	(5)
6.	AMOUNT FINANCED (3 + 4 + 5)	$ 18,519.90	(6)
7.	FEES NOT FINANCED ______ To whom paid ______	$	(7)

** We may retain, or receive as a rebate, a portion of this amount.

VEHICLE USE: The primary use of the vehicle will be ☒ XX Personal, Family or Household ☐ Commercial ☐ Agricultural

***SERVICE CONTRACT** (Optional) You request a service contract written with the following company for the term below. The cost is shown in item (1D) above.

Company ______ Term 0 Months

Buyer X ______ Co-Buyer X ______

Guaranty. For value received, and in further consideration of the credit sale to Buyer (and Co-Buyer, if any) of the vehicle, upon your request each Guarantor hereby: unconditionally guarantees full performance of this contract in all its terms and the prompt and full payment of all sums due under the contract together with expenses, costs and fees; agrees to pay attorneys' fees and costs of enforcing the contract; agrees that in the event of the non-compliance with any of the provisions of the contract, whether or not repossession has been made or undertaken, suit may be brought against any one or more of the Guarantors, without waiving any right later to repossess; waives any and all demand or notice of non-payment, demand, presentment or protest; and, agrees that extension or change of terms shall not in any way release Guarantor(s).

Guarantor's Signature ______ Date ______ Address ______

Guarantor's Signature ______ Date ______ Address ______

THERE IS NO COOLING OFF PERIOD

State law does not provide for a "cooling off" or other cancellation period for this sale. Therefore, you cannot later cancel this contract simply because you change your mind, decide the vehicle costs too much, or wish you had acquired a different vehicle. After you sign below, you may only cancel this contract with the agreement of the seller or for legal cause, such as fraud.

Buyer and Co-Buyer acknowledge that (1) before signing this contract Buyer and Co-Buyer have read both sides of this contract and received a legible, completely filled-in copy of this contract; and (2) Buyer and Co-Buyer have received a copy of every other document that Buyer and Co-Buyer signed during the contract negotiation.

Buyer's Signature X [signature]

Co-Buyer's Signature X K. Jeanne Kettering

Seller Goode Motor, Inc.

Seller's Address P.O. Box 130 Burley, ID 83318

By X [signature] Title [signature]

ORIGINAL

LAW FORM NO. 553-ID

ADDITIONAL TERMS AND AGREEMENTS

A. PROMISE TO PAY: You promise to pay the downpayment and Amount Financed, plus the Finance Charges on the Amount Financed as shown in the Payment Schedule, even if the vehicle is damaged, destroyed or missing.

B. SIMPLE INTEREST CONTRACT: This is a simple interest contract. The Finance Charge, Total of Payments and Payment Schedule shown may differ from the amount you will ultimately have to pay if your payments are not received on their exact due dates or the Seller adds amounts to the amount you owe for any of the reasons stated below. For example, early payments would reduce your final payment, while late payments and additions to the amount you owe would increase it. Your final payment may be different from the amount shown (or at our option, we may require you to make additional payments until all amounts you owe are paid in full) if the Seller figured the Payment Schedule assuming equal monthly payment periods and other factors permitted under the Truth in Lending Act. Your promise to pay requires you to pay the final payment on the date due even if it is different from the amount shown for any of these reasons.

C. SECURITY INTEREST: You hereby grant us a security interest under the Uniform Commercial Code in the vehicle and all parts and accessories put on the vehicle and in all insurance premiums financed for you or rebates from insurance premiums, service contracts, and in the proceeds of any insurance policies covering the vehicle or credit or disability insurance policies financed hereunder, which security interest secures all sums which may become due under this contract, as well as any modifications, extensions, renewals, amendments, or re-financing of it.

D. USE OF VEHICLE: You agree to keep the vehicle free of all taxes and liens, except in favor of Seller, and not to use the vehicle—or permit the vehicle to be used—illegally, improperly, or for hire, or to expose the vehicle to misuse, seizure, or confiscation, or other involuntary transfer, even if the vehicle was not the subject of judicial or administrative action. You agree not to make any material change in the vehicle or allow any material change in it to be made, or to remove the vehicle, or allow it to be removed from this State for a period in excess of 30 days or transfer any interest in the vehicle. You agree to keep the vehicle in good working condition and make all necessary repairs. You agree not to remove the vehicle, nor to permit its removal, from this country. Although we are not obligated to do so, if we elect to pay any liens, fees or taxes in connection with the vehicle, or to expend any other amount to protect our interests in the vehicle, you will reimburse us, at our option: (i) upon our demand upon you to do so or (ii) we may add the dollar amount of any such liens, fees, taxes or other charges we pay to the balance of this contract, accruing Finance Charge, from the time we pay such amounts until the time you pay them to us, at the Annual Percentage Rate shown on the face of this contract, with such dollar amount and Finance Charge due at maturity of this contract or, at our option, in monthly installments due on the remaining payment dates shown on the face of this contract.

E. INSURANCE: You agree to keep the vehicle insured in our favor with a policy satisfactory to us and with an insurer authorized to do business in the jurisdiction in which the vehicle is registered, with comprehensive fire, theft and collision coverage, insuring the vehicle in an amount sufficient to cover the value of the vehicle. You agree to deliver the policies to us, and you agree that we may (i) contact your insurance agent to verify coverage or to add us as a loss payee or lienholder, (ii) make any claim under your insurance policy, (iii) cancel any insurance financed under this contract on your default, and (iv) receive any payment of loss or returned premium, and apply the amounts received, at our option, to repair or replace the vehicle or to your indebtedness under this contract, including indebtedness not yet due. If you fail to maintain such insurance, we may, at our option, procure insurance to protect our interest in the vehicle, and you agree to pay for any insurance we procure and Finance Charges on the premiums at the Annual Percentage Rate shown on the reverse, according to the notice we send you. You agree that any insurance we purchase may be for the protection of only our interest in the vehicle, and may be for the remaining term of the contract or any shorter period as we determine. Such insurance may not cover you for personal injury, property damage, public liability, uninsured motorist, no-fault, or any other types of insurance you are required by law to maintain. You understand that the insurance premiums may be higher if we must purchase insurance than if you had purchased the insurance yourself. If insurance has been purchased in connection with this contract, any difference between the amounts shown in the Statement of Insurance for premiums which may arise from errors in computation, classification, grouping or zoning, or changes in the type of insurance shall be payable by you on demand. Whether or not the vehicle is insured, you must pay for it if it is lost, damaged, or destroyed.

F. PREPAYMENT OF AMOUNT OWED: You may prepay all amounts due under this contract at any time.

G. DEFAULT: If you breach any warranty or default in the performance of any promise you make in this contract or any other contract you have with us, including, but not limited to, making of any payment when due, or become insolvent, or file any proceeding under the U.S. Bankruptcy Code, or upon your demise, or if the vehicle is damaged, destroyed, or impounded, we may at our option and without notice or demand (1) declare all unpaid sums immediately due and payable subject to any right of reinstatement as required by law (2) file suit against you for all unpaid sums (3) take immediate possession of the vehicle (4) exercise any other legal or equitable remedy. Upon repossessing the vehicle and giving notice as provided by law, if you do not redeem the vehicle, we will sell it, together with any accessories, equipment or replacement parts installed therein, at public or private sale. We may purchase the vehicle at any public sale. The proceeds of the sale will be applied first to the expenses of retaking, reconditioning, storing and selling the vehicle, and the remainder will be applied to unpaid sums owing under this contract, including collection costs and attorney fees. If there is any money left over (surplus) it will be paid to you or to another person if required by applicable law. If a balance still remains owing, you promise to pay the same upon demand. If you default or breach this contract you agree to pay Finance Charges at the Annual Percentage Rate shown on the reverse side or, if higher, the highest interest rate permitted by law, until all sums owing us are paid in full or judgment is entered. Our remedies are cumulative and taking of any action shall not be a waiver or prohibit us from pursuing any other remedy. You agree that upon your default we shall be entitled to recover from you our reasonable collection costs, including, but not limited to, an attorney's fee. In addition, if we repossess the vehicle, you grant to us and our agents permission to enter upon any premises where the vehicle is located. Any repossession will be performed peacefully. You agree we are entitled to recover from you our reasonable costs and expenses arising out of that repossession, including, but not limited to, any sums we pay third party agents. With respect to any sums we are entitled to recover pursuant to the previous four sentences, you will reimburse us, at our option: (i) upon our demand upon you to do so or (ii) we may add the dollar amount of any such sums, costs and expenses to the balance of this contract, accruing Finance Charge, from the time we pay such amounts until the time you pay them to us, at the Annual Percentage Rate shown on the face of this contract.

H. WARRANTIES OF BUYER: You promise that you have given true and correct information in your application for credit, you have no knowledge that will render that information untrue in the future, and you understand that we have relied upon the correctness of that information in entering into this contract; that upon request you will provide us with documents and other information necessary to verify any item of information contained in your credit application; that you have given us a true payoff amount on any vehicle traded in and that if it is not correct and is greater than the amount shown in this contract, you will pay the excess to us upon demand; and that any trade-in vehicle described on the reverse of this contract is free from all claims of others, except as previously disclosed to us.

I. POWER OF ATTORNEY: You hereby appoint us, as well as any of our appropriate officers or other employees, as your attorney-in-fact, with full power of substitution, to sign in your name, place and stead any and all Certificates of Ownership, Registration Cards, applications, affidavits and/or any other documents required or necessary to transfer or convey any and all right, title and interest in and to the vehicle, to any person or persons, and to do and perform any and all other acts necessary or incident to the execution of the powers you hereby grant us, including without limitation endorsing insurance proceeds checks on your behalf, as fully and to all intents and purposes as you might or could do if personally present. This grant of a power of attorney, being coupled with an interest, is irrevocable until all your obligations under this contract are fully satisfied or until judgment is entered.

J. OTHER AGREEMENTS OF BUYER: (1) In the event the estimated Department of Motor Vehicle fees are greater than the amount shown, you will pay the excess to us upon demand. If they are less, we will refund the excess to you. (2) You agree that if we accept moneys in sums less than those due or make extensions of due dates of payments under this contract, doing so will not be a waiver of any later right to enforce the contract terms as written. (3) To the extent permitted by law, we may charge you a $20 fee for the return by a depository institution of a dishonored check, negotiable order of withdrawal or share draft issued in connection with any payment due under this contract. (4) If the vehicle is repossessed we may store personal property found in the vehicle for your account and at your expense, as permitted by law, and if you do not claim the property within 10 days after repossession, we may dispose of the personal property in any manner we deem appropriate without liability to you. (5) If your payment is more than 15 days late you may be charged the greater of $10 or 5% of the late amount. (6) You will allow us to inspect the vehicle at any reasonable time and notify us of any change of your address immediately. (7) You acknowledge that we may assign this contract and you agree that the assignee will have all our rights and remedies under this contract and you agree to pay all that is still owed under this contract at the times due, and in the amounts due, to the assignee. (8) Upon payment of this contract in full we may endorse the Certificate of Title or a release of our security interest, as appropriate, and send it to any of you. (9) Any provision of this contract which may be held invalid shall not mean that this contract is unenforceable and the remaining provisions shall continue to be binding. (10) No transfer, renewal, extension, or assignment of any interest in this contract will release you from your obligations under this contract. (11) This contract is to be governed by the law of the jurisdiction in which the seller of the vehicle is located, as set forth on the reverse of this contract and, if the vehicle is repossessed hereunder, the laws of the jurisdiction in which the repossession occurs may govern such repossession. (12) **All of the agreements between us and you are set forth in this contract and no modification of this contract shall be valid unless it is made in writing and signed by you and us. (13) We may obtain a consumer credit report from one or more consumer credit reporting agencies (credit bureaus) in connection with your application and any update, renewal, refinancing, modification or extension of this contract and any affiliate of ours may obtain one or more consumer reports on you. You agree that we may also verify your employment, pay, assets and debts and that anyone receiving a copy of this contract is authorized to provide us with such information. You agree that we, our assignees, any of our affiliates and others may exchange credit, account and financial information (including information in any credit reports) about you. You agree that this includes, but is not limited to, the sharing of information for the purposes of providing customer service, considering your eligibility for any product or service offered by us or others, and enforcing your obligations to us or an affiliate.**

K. DELAY IN ENFORCEMENT: We can delay or waive enforcement of any of our rights under this contract without losing them.

L. SELLER'S WARRANTIES: We disclaim any warranty or representation as to the accuracy of the mileage on the odometer. We do not warrant the correctness of the year of manufacture or model of the vehicle. You agree that you have verified the description of the vehicle to your satisfaction and there is no warranty as to the correctness of the description of the vehicle. **UNLESS THE SELLER OF THE VEHICLE MAKES A WRITTEN WARRANTY COVERING THE VEHICLE OR, WITHIN 90 DAYS FROM THE DATE OF THIS CONTRACT, EXTENDS A SERVICE CONTRACT COVERING THE VEHICLE, THE SELLER MAKES NO EXPRESS WARRANTIES AND THERE ARE NO IMPLIED WARRANTIES WITH RESPECT TO THE MERCHANTABILITY, SUITABILITY, FITNESS FOR PURPOSE, OR OTHERWISE CONCERNING THE VEHICLE, PARTS OR ACCESSORIES DESCRIBED HEREIN.**

M. NOTICES: Any notice sent to you will be sufficient if mailed to your last known address, which is presumed to be your address as set forth in this contract unless you have given us written notice of a change of your address.

N. NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The notice above does not apply if the box for Commercial or Agricultural use is checked on the reverse of this contract.

O. NOTICE PURSUANT TO IDAHO CODE §49-2605 REGARDING MOTOR VEHICLE SERVICE CONTRACTS. THE PURCHASE OF A MOTOR VEHICLE SERVICE CONTRACT IS NOT REQUIRED EITHER TO PURCHASE OR TO OBTAIN FINANCING FOR A MOTOR VEHICLE.

ASSIGNMENT WITH RECOURSE

For value received, the Seller ("Seller") named on the other side of this Simple Interest Motor Vehicle Contract and Security Agreement ("Contract") does hereby sell, assign and transfer to [illegible] and its successors and assigns ("Assignee") all of Seller's right, title and interest to the Contract, the property described in the Contract ("Property"), and all moneys due and to become due under the Contract. Seller (jointly and severally if more than one) hereby further agrees as follows: Seller guarantees full performance of the Contract in all its terms and the prompt payment when due of any and all sums due under the Contract, together with collection expenses, costs and attorney's fees, and agrees to pay any attorney's fees and costs incurred in enforcing this Assignment With Recourse. Seller has not assisted the buyer named in the Contract ("Buyer") in obtaining a loan from any third party to be used as all or a part of any downpayment or any other payment on the Contract, except as expressly stated in the Contract. Seller represents and warrants that all requirements of federal and state laws applicable to the Contract, including, without limitation, the Federal Truth in Lending Act, the Federal Equal Credit Opportunity Act, state and federal laws regulating consumer credit and discrimination in the granting of consumer credit, and regulations promulgated under such laws, have been complied with. Seller agrees to indemnify Assignee against and hold Assignee harmless from all claims, actions, suits, proceedings, costs, expenses, loss, damages and liabilities, including attorney's fees, arising out of, related to, connected with or resulting from any contention, whether well founded, baseless or otherwise, that there has been a violation of, or failure to comply with, any such laws in connection with the Contract. Seller agrees that in the event the Buyer breaches the Contract, whether or not the Property has been repossessed, or an attempt has been made to do so, suit may be brought by Assignee against Seller, whether or not suit has been commenced against Buyer, and without waiving any rights as to time of repossession. Seller agrees that in the event of default by Buyer or repossession of the Property, Seller will pay to Assignee upon demand the entire balance outstanding under the Contract. Seller waives all rights, defenses, demands and notices under this Assignment With Recourse and all other rights that can be waived in an assignment such as this. Seller agrees to indemnify Assignee from all claims, demands, loss and liability, including attorney's fees, in any way arising from the Property or the making or assignment of the Contract. Seller waives any and all notice of nonpayment, demand, presentment or protest which may be required under this Assignment With Recourse or in connection herewith, and agrees that any extensions or impairments of remedies which may be granted by Assignee to Buyer shall not in any manner release Seller. In the event that suit is instituted to enforce any of the terms of this Assignment With Recourse, Seller waives the right to change the place of trial from the court originally acquiring jurisdiction. Seller warrants that application has been made for vehicle registration showing Assignee as first lienholder on the title to the Property.

Dated ______________________ at ____
(Dealer's City and State)

Signed ____________________________________ (Seal) By ________________________________
(Name of Dealer) (Officer, Firm Member or Owner)

ASSIGNMENT WITHOUT RECOURSE

For value received, the Seller ("Seller") named on the other side of this Simple Interest Motor Vehicle Contract and Security Agreement ("Contract") does hereby sell, assign and transfer WITHOUT RECOURSE to: ONYX ACCEPTANCE CORP. and its successors and assigns ("Assignee") all of Seller's right, title and interest to the Contract, the property described in the Contract ("Property"), and all moneys due and to become due under the Contract subject to the terms of this Assignment with Recourse, any separate dealer agreement with the Assignee and any provision checked below. Seller (jointly and severally if more than one) hereby further agrees as follows: Seller has not assisted the buyer named in the Contract ("Buyer") in obtaining a loan from any third party to be used as all or a part of any downpayment or any other payment on the Contract, except as expressly stated in the Contract. Seller represents and warrants: that the Contract represents a bona fide sale and was actually executed in good faith by the Buyer and the Seller; that at the time of such execution the Buyer was of legal age and competent to execute the Contract; that the Property is truly and accurately described in the Contract, and has been delivered into the possession of Buyer; that the amount recited as having been received as a downpayment was actually paid in cash and not its equivalent; that merchandise taken in trade was received at not more than the reasonable market value thereof at the time of its receipt; that the terms of sale and statements set forth in the Contract are true and correctly set forth; that Seller has the full and complete title to the Property, subject only to the rights of the Buyer; that there are no recoupments, counterclaims, or setoffs on the part of Buyer against the amounts payable; that there have been no representations or warranties made to Buyer not contained in the Contract; that all information given concerning Buyer is true and correct; that, to Seller's knowledge, there is no material misstatement in Buyer's credit application submitted to Assignee; and that Seller has no information or reason to suspect that any provision of the Contract will be violated and that Buyer is not a good moral and financial risk. The Contract, and the transaction it evidences, and all disclosures to Buyer and other matters in connection with the Contract are in all respects made as required by and in accordance with, all applicable federal and state laws and regulations governing the same. Seller agrees not to accept or take possession of payments on the Contract without Assignee's prior written consent. Seller warrants and represents that all requirements of the Federal Truth in Lending Act, the Federal Equal Credit Opportunity Act, state and federal laws regulating consumer credit and discrimination in the granting of consumer credit, and regulations promulgated under such laws, have been complied with and the Seller hereby agrees to indemnify Assignee and hold Assignee harmless from all claims, actions, suits, proceedings, costs, expenses, loss, damages, and liabilities, including attorney's fees, arising out of, connected with, relating to or resulting from any contention, whether well founded, baseless or otherwise, that there has been a violation or failure to comply with, any such laws in connection with the Contract. Should any of Seller's representations or warranties be false, Seller agrees to pay to Assignee or holder, upon demand, the full unpaid balance of the Contract, whether or not possession of the Property has been taken by Assignee or suit has been instituted against the Buyer, Seller, or both. Seller agrees that the taking of possession of the Property shall not be deemed an election of remedies, and Seller agrees to pay any deficiency thereafter remaining. If Assignee is required to bring an action against Seller as a result of the breach of any representation or warranty contained in this assignment, Seller agrees to pay reasonable attorney's fees and court costs incurred by Assignee in such action. Seller consents to extensions of payment or alterations of the Contract or impairment of remedies which may be granted by the Assignee, and waives any and all notice of nonpayment, demand, presentment or protest, which otherwise might be required under this assignment or in connection therewith. Seller hereby waives all statutes of limitations and the defense thereof and all other rights that can be waived in an assignment such as this. In the event that suit is instituted to enforce any of the terms of this Assignment Without Recourse, Seller waives the right to change the place of trial from the court originally acquiring jurisdiction. Seller warrants that application has been made for vehicle registration showing Assignee as first lienholder on the title to the Property.

Any of the following that are checked also apply:

[ ] Full Guaranty. Seller unconditionally guarantees the full and punctual payment of the full amount remaining unpaid under the Contract and agrees to repurchase the Contract from the Assignee or other holder, upon demand, for the full amount then unpaid, whether the Contract shall then be in default or not.

[ ] Full Repurchase. Seller guarantees payment of the full amount remaining unpaid under the Contract and covenants that if default be made in the payment of any installment due under the Contract, to pay the full amount then unpaid to the Assignee or holder, upon redelivery of the vehicle to Seller.

[ ] Limited Guarantee. Seller guarantees, in the event of a default under the Contract, the payment of the last $____________ of the total amount due under the Contract, and should the net proceeds of the sale of the vehicle be insufficient to pay in full the amount remaining unpaid under the Contract, Seller will, upon demand, pay to the Assignee or other holder the amount of its loss under the Contract.

[ ] Partial Recourse. Seller guarantees the due and punctual payment of the first ________ installments due under the Contract ("the Guaranteed Installments") and agrees to repurchase the Contract from the Assignee or other holder upon demand if default be made in the payment of any of the Guaranteed Installments for the full amount then unpaid, but should the Guaranteed Installments be paid punctually and in accordance with the terms of the Contract, the Seller's guaranty shall thereupon cease and as to any installments due thereafter the assignment shall have the same effect as if made without recourse.

Dated 5-2-2002 at Burley, Idaho
(Dealer's City and State)

Signed Goode Motor Auto Group (Seal) By [signature]
(Name of Dealer) (Officer, Firm Member or Owner)

FORM NO. 553-ID BACK (REV. 10/99)

ONYX
ACCEPTANCE CORPORATION

August 11, 2003

D Blair Clark
Attorney At Law
PO Box 2773
Boise, ID 83701-2773

Re: Debtor(s): Ketterling , Lynn E & Jeanne R
Case No.: 03-41318
Acct. No.: 00856063960

Dear D Blair Clark

Onyx is respectfully requesting a copy of the above referenced Debtor's Proposed Plan, please fax a copy of your client's chapter 13 plan to fax #: (949)282-5725

In addition, please find a copy of Onyx's Proof of Claim and Request for Special Notice regarding the above referenced case.

Should you require any further information in respect to this case, please do not hesitate to contact me at : (949)465- 3790

Thanking you in advance for your prompt assistance in this matter.

Sincerely

Joan Isidoro

Joan Isidoro
Bankruptcy Specialist

cc:

Chapter 13 Trustee
U.S. Bankruptcy Court

27051 Towne Centre Drive -- Foothill Ranch, California 92610 * 949-465-3653 * FAX 949-282-5725

PROOF OF SERVICE BY MAIL

STATE OF CALIFORNIA)
)ss
COUNTY OF ORANGE)

I am employed at ONYX ACCEPTANCE CORPORATION, 27051 Towne Centre Drive, Foothill Ranch, CA 92610. I am over the age of eighteen (18) years, and I am not a party to this action.

I am readily familiar with practice for the collection and processing of correspondence for mailing with the United States Service. That practice includes the affixation of fully prepaid, first class postage and deposit with the United States Postal Service at Foothill Ranch, California on the fate of my submission for collections and processing pursuant to such regular business practice.

On the_____ day of _____ __, 2002 I served the Proof of Claim on the interested parties in this action, by placing a true copy thereof in an envelope addressed to his/her/their/attorney(s) of record as follows:

Clerk of the U.S. Bankruptcy Court
Chapter 13 Court Clerk
801 E. Sherman St.
Pocatello, ID 83201

Forrest P Hymas
Chapter 13 Trustee
POB 89
Jermone, ID 83338

D Blair Clark
Attorney At Law
PO Box 2773
Boise, ID 83701-2773

By then sealing said envelope and depositing the same for collection and processing pursuant to Onyx Acceptance Corporation, ordinary business practice at the above address.

I declare under penalty of perjury under the laws of the State of California that the forgoing is true and correct.

This declaration is executed the 11 day of AUG, 2003 at Foothill Ranch, California.

PAULO BURENTINO

Ketterling 00856063960
Lynn E & Jeanne R