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U.S. Bankruptcy Court
00-00914-9 Filed 02/15/00
CLERK OF COURT
BOISE, IDAHO

Attorney for Creditor / First Security Bank, N.A.
Our File No. 09-34206

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF IDAHO

IN RE:)
)
KENNETH R. MCRAE,) Chapter 7
DEBRA A. MCRAE,) Case No. 00-00914
)
) **STIPULATION FOR**
Debtor(s).) **RELIEF FROM STAY**
_____)

The undersigned parties stipulate that the Court may, pursuant to 11 U.S.C. Section 362, lift the automatic stay covering the below-described property of the estate based on the facts set forth below, which are represented to be true and correct by the undersigned creditor:

1. Debtor(s) are currently indebted to First Security Bank, N.A. in the net amount of \$12,025.05, after the deduction of unearned interest, insurance premiums or other pre-computed costs and charges.

2. The indebtedness above-described is secured by the following property:

One 1996 Nissan pickup, I.D. #1N6SD11Y2TC389697

17

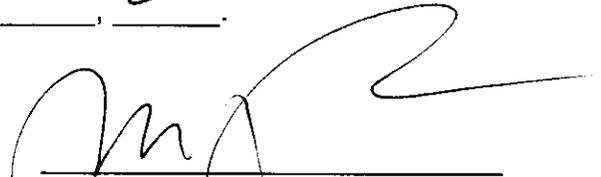
3. The fair market value of such property is less than \$10,625.00. Liens and other encumbrances, including that of the undersigned, exist in an unknown amount. The fair market value was determined in the following manner: N.A.D.A.

4. Proof of the undersigned's perfected security interest in such property is evidenced by the following documents, photocopies of which are attached, together with proof of filing or recordation if applicable: Note and Title.

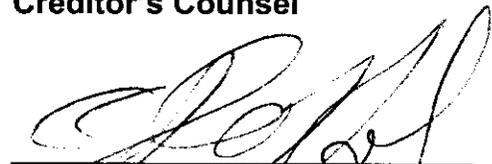
5. The Trustee and the Debtor(s) based upon the information stated above, stipulate to termination of the Section 362 stay with regard to the property described herein.

6. That the Court may enter an Order granting First Security Bank, N.A. possession immediately of the above-described property as against the Trustee and Debtor(s).

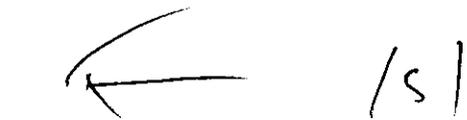
DATED this 8 day of June, 2009.



Michael L. Schindele for
First Security Bank, N.A.
Creditor's Counsel



Alan J. Coffel
Debtor's Counsel



Richard E. Crawford
Trustee

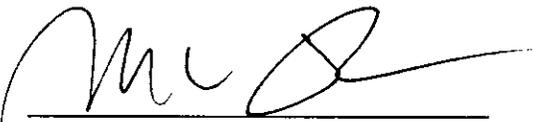
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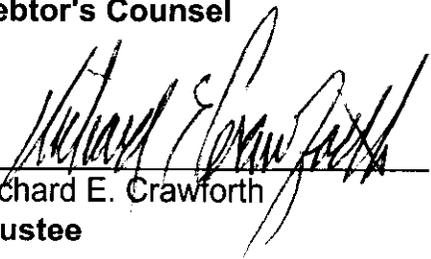
DATED this 8 day of June, 2009.



Michael L. Schindele for
First Security Bank, N.A.
Creditor's Counsel

(s) 

Alan J. Coffel
Debtor's Counsel



Richard E. Crawforth
Trustee



ADDITIONAL PROVISIONS

1. Security Interest in Collateral. Your obligations under this Agreement are secured by a security interest in the Collateral described on the reverse side hereof, together with all additions, accessions, and substitutions thereto, and all proceeds therefrom. You warrant that there are no liens on the Collateral except those hereby granted by you, unless otherwise stated in the Collateral description.

2. Title. You warrant that you are of legal age and that you will not create nor permit the creation of any lien or security interest on the collateral other than that created by this Agreement. Any certificate of title now or hereafter existing on any of the Collateral must be delivered to us within ten (10) days of this Agreement and will state our interests. You agree to defend the Collateral at your own expense against all claims and demands of all other persons at any time claiming the same or any interest in the Collateral.

3. Filing. You warrant that no financing statement is now on file covering any of the Collateral or any proceeds thereof, and so long as any amount is owed under this Agreement, no financing statement will be executed or filed except as required by this Agreement. You agree to execute and deliver one or more financing statements, as we may require from time to time, as well as any other documents or statements which we determine necessary to comply with any applicable law or to preserve, protect and enforce our security interest under this Agreement. You agree to pay all costs of filing such statement.

4. Location and Ownership of Collateral. You agree that the Collateral will not be moved, sold, leased or otherwise disposed of unless we consent in writing.

5. Property Insurance. You must purchase and maintain property insurance on the Collateral against loss, damage, theft and other such risks as we may require, to the full insurable value thereof. You may purchase this insurance from a company of your choice that is acceptable to us. All policies of insurance must be in a form acceptable to us and must be adduced with a standard loss payable clause or another endorsement as we require and must provide that we receive minimum of ten days written notice of cancellation and the opportunity to maintain the policy in force. Upon our request, policies or certificates attesting to the insurance coverage shall be deposited with us. You hereby assign to us any proceeds of such insurance coverage and appoint us your agent to make claim for or receipt for such proceeds. You agree that we may apply such proceeds at our option, to any obligations under this Agreement, whether or not due. We are authorized, but not obligated, to purchase any or all of such insurance, or "single interest insurance" protecting only our security interest, at all of your expense. In such event you agree to reimburse us for the cost of such insurance, which may exceed the cost of insurance you could buy. Such amounts will be added to this Agreement, with interest, shall be secured by this Agreement and shall be repayable on demand. We shall have no liability whatsoever for any loss that may occur by reason of omission or lack of coverage for any such insurance.

You understand that any property insurance that we may acquire in your behalf covers only the collateral securing this agreement. It does not cover you against personal injury or property claims and it does not include public liability or no fault insurance. If you want other coverage, or it is required by law, you must buy it separately.

6. Optional Insurance or Service Contracts. Any refund that we obtain on any optional insurance or service contracts agreed to hereunder will be credited to your total outstanding balance. If we lawfully repossess the vehicle pursuant to this Agreement, you agree that we may claim benefits under and terminate any optional insurance or service contracts in order to obtain refunds for unearned charges.

7. Care of Collateral. You will not misuse, conceal, encumber or in any way dispose of the Collateral, or use or permit it to be used contrary to the provisions of this Agreement, or the insurance agreements. You will not allow any lien against it to become delinquent and you shall keep the Collateral free of all liens for storage, labor and materials. You will not waste, injure or destroy the Collateral, but maintain it in good repair and be responsible for any loss or damage to it.

8. Lawful Use of Collateral. You agree to comply with all government laws or regulations affecting the use of the Collateral and will not use or permit it to be used in any unlawful manner.

9. Right to Protect Collateral. At our option, we may pay any tax, assessment, insurance premium, expense, repair, or other charges payable by you. We may also pay for any filing or recording fees. Any amount so paid, however, may be charged against you at the interest rate being charged under this Agreement as of the date of that advance. Such payment shall be secured by this Agreement and shall be repayable by you on demand.

10. Default. You shall be in default if any of the following occur:

- (a) You fail to pay when due the full amount of any payment as provided under this Agreement.
- (b) You fail to perform any promises made in this Agreement.
- (c) You provide us at any time with false information or signatures.
- (d) The Collateral is seized or levied upon under any legal, governmental process against you or against the Collateral.
- (e) You become insolvent or die.
- (f) You have a petition filed or any other proceeding commenced under the Federal Bankruptcy Code or any statute by or against you, or you are named in, or the Collateral is subjected to a suit for the appointment of a receiver.
- (g) There is loss, or destruction of, or substantial damage to, any portion of the Collateral.
- (h) There is entry of any judgement against you.
- (i) You assign any equity in any of the Collateral covered hereby without our written consent.
- (j) We deem ourselves insecure for any reason whatsoever.

11. Remedies. Upon the occurrence of any event of default as described above, at any time thereafter, we may terminate this Agreement with you and demand the entire balance due and payable at once, without notice or demand. We shall have all the remedies of a secured party under the Uniform Commercial Code and other applicable law. We shall be entitled as follows:

- (a) We are authorized to enter any premises where the Collateral is situated, and take possession of said Collateral without notice or demand, and without legal proceedings.
- (b) You agree to put us in possession of the Collateral on demand.
- (c) At our request, you will assemble the Collateral and make it available at a place designated by us which is reasonably convenient to both parties.
- (d) We may sell, lease, or otherwise dispose of the Collateral in accordance with law. You agree that a period of ten (10) days from the time the notice is sent, by First Class Mail or otherwise, shall be a reasonable period of notification of a sale or other disposition of Collateral. You agree that any notice or other communication by us to you shall be sent to your mailing address as stated in this Agreement. If your address should change, you must notify us immediately. You agree to pay on demand the amount of all expenses reasonably incurred by us in protecting or realizing on the Collateral. You agree that a sale of the Collateral through a recognized dealer wholesale auction is a commercially reasonable disposition of the collateral, although we may dispose of the collateral in any other commercially reasonable manner.

(e) If we dispose of the Collateral, you agree to pay any deficiency remaining after the application of the net proceeds to any indebtedness secured hereby.

(f) We shall have the right immediately and without further action to set off against liabilities you owe under this Agreement all money owed by us to you whether or not now due. We shall be deemed to have exercised such right to set-off and to have made a charge against such money immediately upon occurrence of such default, even though such charge is made and entered into on our books subsequent thereto.

12. We may refuse to declare a particular event to be in default, but our refusal to do so does not bind us if a similar or different event occurs thereafter.

13. Collection Costs and Attorney's Fees. Upon demand, you agree to pay any additional costs incurred by us to collect or enforce payment of your obligations under this Agreement. Such costs shall include but not be limited to, reasonable attorney's fees, collection costs, out-of-pocket costs, court costs and costs on appeal as permitted by statute.

14. Entire Agreement. This document, along with any other written documents necessary in executing the terms of perfecting the security interest of this loan, all constitute the entire agreement entered into between First Security Bank, and the borrower. Any oral agreements not reduced to writing, and incorporated with this Agreement, are null and void. Any provision of this Agreement deemed to be invalid shall not invalidate the remainder of this Agreement. All words used herein shall be construed to be of such gender and number as the circumstances require. This Agreement shall be binding upon you, heirs, personal representatives, successors and permitted assigns.

NOTICE: ANY HOLDER OF THIS AGREEMENT 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 THEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies only to goods or services obtained primarily for personal, family, or household use. In all other cases, you will not assert against any subsequent holder or assignee of this contract any claims or defenses you may have against us, or against the manufacturer of the vehicle or equipment obtained under this contract.

SELLER'S ASSIGNMENT

In the following Assignment, the words "you" and "your" mean the seller. The words "we", "us" and "our" mean First Security as identified on the reverse side of this Agreement.

You agree to assign, and we agree to accept, this Agreement under the terms and conditions of a previously signed underlying Retail Finance Agreement, including your agreement to apply for and obtain proper registration of the vehicle, showing the Buyer as registered owner and us as legal owner and first lienholder of the vehicle. You warrant that the combined Installment Sale Contract, Security Agreement and Disclosure Statement ("Agreement") is genuine, and that the collateral securing this Agreement is free from any liens or other security interests. You warrant also that this is an enforceable Agreement and that you have complied with all applicable laws or regulations. You agree to indemnify and hold us harmless from any costs, expenses and fees, including attorney's fees, incurred or arising from violation or breach of the foregoing warranties or representations. In the event you breach any of the foregoing representations and warranties, you agree to repurchase the Agreement on demand by paying us the full unpaid balance, together with accrued interest owing on this Agreement. You will be responsible for compliance with all applicable laws upon repossession and resale of the property. You agree that we are relieved from any and all further liability with regard to the property once you pay us off.

This Agreement is assigned on the following basis (check one):

- Non-Recourse
- 90-Day Repurchase
- Full Recourse

Seller Better Buick GMC
By [Signature]
Title Ala mg
Date 7/30/97

If corporation, state title of signer. If partnership, partner should sign. If sole proprietorship or sole ownership, owner should sign.

GUARANTY BY THIRD-PARTY

The following is a Guaranty Contract. The words "you" and "your" mean the Guarantor as identified by the signature below. The words "we", "us" and "our" mean Creditor as identified on the reverse side of this Agreement.

To the extent you have any rights in the Collateral, you grant us a security interest in the Collateral as security for payment of the Agreement or this Guaranty, and you agree to all terms and remedies concerning the Collateral described in the Agreement.

As a condition to our making this Agreement with the Buyer, and in return for the value of our doing so, you guarantee to us that in the event the Buyer fails to make any payment or fails to keep any promise under this Agreement you will promptly pay to us on demand all debts and obligations owed under this Agreement. You agree to do this even though we may choose not to collect from the Buyer, or not to resort to the Collateral, or not to pursue any other remedy that may be available to us under the Agreement. You agree that we may grant extensions of time for payments, release the Buyer from his duty to pay, or deal with the Collateral in any manner we choose, and you will nevertheless remain liable to us for the full amount remaining to be paid under the Agreement. In addition, you expressly waive any right you may have to notices of repossession of the Collateral, sale of the Collateral, nonpayment, nonperformance, or amounts due at any time.

In addition to the above obligations you agree to pay all costs and expenses, including attorney's fees, incurred by us in enforcing this Guaranty. Finally, you acknowledge (1) that no one has the authority to alter the terms of this Guaranty by providing you special treatment or making other representations that do not appear on the face hereof, and (2) that you have received a "Notice to Cosigner".

Signature of Guarantor _____ Date _____
Address _____

IDAHO CERTIFICATE OF TITLE

VEHICLE IDENTIFICATION NUMBER 1N6SD11Y2TC389697		YEAR MAKE BODY MODEL DESCRIPTION 1996 NISS PK TK	
2ND VEHICLE IDENTIFICATION NUMBER		ODOMETER READING 6432 ACTUAL	DATE 09/26/1997
TITLE NUMBER A96974174	PRINT DATE 10/16/1997	WEIGHT LENGTH WIDTH	HULL HORSEPOWER PROPULSION

OWNER'S NAME AND ADDRESS
**MCRAE, KENNETH OR
 MCRAE, DEBRA A
 RT 1 BOX 1295
 HOMEDALE, ID 83628**

OTHER PERTINENT DATA

Assignment of Title

Federal and state law requires that you state the mileage in connection with the transfer of ownership. 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) DATE: 09/26/1997		5 PURCHASER'S PRINTED NAME(S)	
<input type="checkbox"/> In Excess of Mechanical Limits <input type="checkbox"/> Exempt		A	
<input type="checkbox"/> Not Actual - Warning: Odometer Discrepancy <input type="checkbox"/> No Device		B	
2 DATE SOLD: _____ SELLING PRICE: _____		6 ADDRESS	
3 SELLER'S/REPRESENTATIVE'S PRINTED NAME(S)		7 CITY STATE ZIP	
4 I certify, 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 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

*FIRST LIEN FIRST SECURITY BANK OF IDAHO		SECOND LIEN	
PO BOX 7746 BOISE, ID 83707-1746		10 SIGNATURE RELEASING LIEN DATE X	
RECORDED 10/06/1997 07:32 SIGNATURE RELEASING LIEN DATE		11 NEW LIENHOLDER'S NAME	
9 X		12 ADDRESS	
		13 CITY STATE ZIP	

Alterations May Void This Document
This title contains an eagle watermark that is visible when held to the light.

AUDIT NO. 03137700

EXHIBIT