United States Bankruptcy Court District of Idaho

Chapter 13 Proof of Claim

Name of Debtor: KATHERIN YOCOM

Case Number: 04-01883

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.

04 JUN 18 AM 11:44

REC'D ___ FILED ___
CAMERON S. BURKE,
CLERK, IDAHO

Name of Creditor (The person or other entity to whom the debtor owes money or property)

TranSouth Financial Corp.

Name and Addresses Where Notices Should be Sent

TranSouth Financial Corp.
PO Box 1472
Minneapolis, MN 55440-1472

Telephone No. (800) 963-9813

[ ] 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.

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

[x] Check box if this address differs from the address on the envelope sent to you by the court.

This Space is for Court Use Only

Account or other number by which creditor identifies debtor:

2242796701

Check here if this claim [ ] replaces [ ] amends a previously filed claim, dated: ___

1. Basis for Claim

[ ] Goods sold
[ ] Services performed
[x] 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 SS #_____
Unpaid compensation for services performed
from _____ (date) to _____ (date)

2. Date debt was incurred: March 14, 2004

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: **$11,404.71 + 19.99% interest**

If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below.

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

5. Secured Claim.

[x] Check this box if your claim is secured by collateral (including a right of setoff.

Brief Description of Collateral: 2002 PONTIAC GRAND AM VIN 1G2NF52F32C231077

___ Real Estate _x_ Motor Vehicle
___ Other_____

Value of Collateral:

Amount of arrearage and other charges at time case filed included in secured claim above, if any **$297.90**

6. Unsecured Priority Claim.

[ ] Check this box if you have an unsecured priority claim
Amount entitled to priority $ _____
Specify the priority of the claim.

[ ] Wages, salaries, or commissions (up to $4,000),* 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 $1,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6).
[ ] Alimony, maintenance, or support owed to a spouse, former spouse, or child 11 U.S.C. § 507(a)(7).
[ ] Taxes or penalties of governmental units - 11 U.S.C. § 507(a)(8).
[ ] Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(___).

**Amounts are subject to adjustment on 4/1/98 and every 3 years thereafter with respect to cases commenced after the date of adjustment.*

7. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.
8. Supporting Documents: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.
9. Date-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: June 15, 2004

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)

Norina Dove
Chapter 13 Specialist

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

ITD 0502 (Rev. 11-01)
Supply # 01-607520-0

Report of Sale and Application for Certificate of Title

– MUST BE TYPED –

Idaho Department of Transportation
Division of Motor Vehicles

CONTROL NO.
C03347657

THIS IS NOT A CERTIFICATE OF TITLE

TRADE-IN VEHICLE SATISFACTION OF PREVIOUS LIEN

Any previous liens on the trade-in vehicle listed on this application for title will be satisfied in full by the owner relinquishing possession. If not signed by owner, the dealer on this application is responsible for paying any previous liens. The responsible party must satisfy all liens within 10 business days (*Idaho Code 49-1609A*).

X _____ (must be signed by owner(s) relinquishing possession)

☐ Reconstruct Vehicle ☐ Repaired Vehicle ☐ Previous Brand ☐ Special Construc

SECTION 1 VEHICLE/VESSEL DESCRIPTION

1st Vehicle or Hull Identification No.: 1G2NF52F32C231077

Previous Idaho Title No.:

2nd Vehicle Identification No.:

Year	Make	Body Type	Model
2002	PONTIAC		GRAND AM

Description:

Color (Primary/Secondary): RED

Fuel Type: G

Weight: | Length: | Width: | Hull Material: | Horsepower: | Propulsion:

Odometer Reading: 26659

Odometer Status: ☒ Actual ☐ In Excess ☐ Not Actual ☐ No Device ☐ Exempt

Odometer Reading Date: 03-14-2004

Previous State: | Previous State Brand: | Previous State Title Number:

TYPE OF SALE

☐ New ☒ Used ☐ Demo ☐ Courtesy Delivery ☐ Tax Exempt Sale

☐ Lease - Lessor's Idaho Sales Tax No. _____

SECTION 2 PURCHASER – OWNER

Name of Owner #1 (Last, First, Initial): YOCOM KATHERINE ☐ Or ☐ And ☐ LSR ☐ DBA

Name of Owner #2 (Last, First, Initial): ☐ Or ☐ And ☐ LSE ☐ DBA

Name of Owner #3 (Last, First, Initial):

Street Address – Apartment Number: 2040 W. SLATON DR

Mailing Address:

City: MERIDIAN State: ID Zip: 83642

SECTION 3 LIENHOLDER(S)

Primary Lienholder Name: TRANSOUTH

Mailing Address: PO Box 3449

City: Coppell State: TX Zip: 75019

Lien Creation Date: 03-14-2004

SECTION 4 SALES TAX INFORMATION

Idaho Dealer No.	Sales Permit Number	Delivery Date
1632	695462-S	03-14-2004

FOR TAX PURPOSES, TRADE-INS ARE NOT ALLOWED ON PRIVATE PURCHASES

Gross Sales Price	$ 11,084.00
Rebate (Dealers Only)	$ N/A
Adjusted Gross Sales Price	$ 11,084.00
Trade-In Allowance (Dealers Only)	$ N/A
Net Sales Price	$ 11,084.00
Tax Collected	$ 665.04

TRADE-IN INFORMATION | 1st Vehicle or Hull Identification Number | Year | Make | Body Type | Model

SECTION 5 DEALER/AGENCY INFORMATION

Dealer/Agency Name: WEST COAST CAR CO

Dealer/Agency Address: 8520 W FAIRVIEW AVE BOISE ID 83704 Phone No. 378-9800

I certify that I have physically inspected the vehicle/vessel described in Section 1 and the VIN/HIN and date of this application are correct. I have identified the person(s) signing this application and witnessed their signature. I further certify that all information contained herein is true and correct to the best of my knowledge and belief. I also release all interest in this vehicle/vessel unless I am listed as lienholder or owner on this application for title.

X _____
Authorized Signature

Title: _____ Date: 03-14-2004

SECTION 6 APPLICANT'S SIGNATURE

I/We, the undersigned, certify that the vehicle/vessel described above is owned by me/us and I/we hereby make application for a Certificate of Title for said vehicle/vessel and this vehicle/vessel will not be the subject of lien prior to receipt of the title unless indicated. I/We further certify that all information contained herein is true and correct to the best of my/our knowledge and belief. The signature below is my true and legal signature.

X Kathrine L Yocom
Applicant's Signature

X _____
Applicant's Signature

(208) 855-0491
Phone Number

8242 796 701

THIS IS A CONSUMER CREDIT SALE DOCUMENT

SIMPLE INTEREST MOTOR VEHICLE CONTRACT AND SECURITY AGREEMENT

BUYER'S NAME		DATE OF CONTRACT
KATHERIN YOCOM		03-14-2004
BUYER'S RESIDENCE OR PLACE OF BUSINESS	ZIP CODE	AGREEMENT NO.
2040 W. SLATON DR MERIDIAN ID/83642		1999433
CO-BUYER'S NAME AND ADDRESS		

Stock No. L-231077
Source
Salesperson
Date 03-14-2004
Bus. Phone 0000678687
Res. Phone 208-855-8401

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 each 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.	DOORS	A/C	TRANS	BODY STYLE	MODEL	ODOMETER MILEAGE	VEHICLE IDENTIFICATION NUMBER
U	2002	PONTIAC						GRAND AM	26659	1G2NE52F32C231077
	COLOR	TRIM	TIRES			TRANS	KEY NO.		LIC NO.	R.O.S. NO.
	RED									

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 $ 500.00
19.99 %	$ 6,624.96 (e)	$ 11,249.04	$ 17,874.00 (e)	$ 18,374.00 (e)

YOUR PAYMENT SCHEDULE WILL BE:

Number of Payments:	Amount of Payments:	When Payments Are Due
One Payment of	N/A	
One Payment of	N/A	
60 Payments of	297.90	Monthly, beginning 04-13-2004
One Final Payment of	N/A	

(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 10 days late you will be charged the greater of $15 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 tal como lo indica este contrato bajo 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
$ N/A DED., COMP., FIRE & THEFT	Mos. $	N/A
$ N/A DEDUCTIBLE COLLISION	Mos. $	N/A
BODILY INJURY $ N/A LIMITS	Mos. $	N/A
PROPERTY DAMAGE $ N/A LIMITS	Mos. $	N/A
MEDICAL	Mos. $	N/A
	Mos. $	N/A
TOTAL VEHICLE INSURANCE PREMIUMS $		N/A (a)

Name of Insurer
The foregoing declarations are hereby acknowledged.

X X
DATE SELLER 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 ______ Mos. Premium $ ______
JOINT LIFE ______ Mos. Premium $ ______
CREDIT DISABILITY ______ Mos. Premium $ ______
JOINT CREDIT DISABILITY ______ Mos. Premium $ ______
TOTAL CREDIT INSURANCE PREMIUMS $ ______ (b)

Name of Insurer

☐ You want Credit Life Insurance ☒ You do not want Credit Life Insurance
☐ You want Credit Disability Insurance
☐ You want Joint Credit Life Insurance
☐ You want Joint Credit Disability Insurance
☒ 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.

X [signature] 41
DATE PRIMARY BUYER AGE

X
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 . . $ 10,795.00 (A)
  - 1. Cash Price Vehicle . $ ______
  - 2. Cash Price Accessories . . $ ______
- B. Sales Tax . . . . $ 665.04 (B)
- C. Luxury Tax . . . . $ ______ (C)
- D. Service Contract (optional)** . . . $ N/A (D)
  - *See Service Contract Box below
- E. Document Preparation Charge . . . . $ 289.00 (E)
  - (not a governmental fee)
- F. Other . . . . $ N/A (F)
  - To whom paid ______
- G. Other . . . . $ N/A (G)
  - To whom paid ______
- TOTAL CASH PRICE (1A to G) . . . . $ 11,749.04 (1)

2.
- A. Trade-in (Description)
  - Yr ____ Make ______
  - Model ______ $ N/A (A)
  - V.I.N. ______
  - Odometer ______
- B. Less Prior Credit or Lease Payoff . . . . $ N/A (B)
- C. NET TRADE-IN (A minus B) . . . $ N/A (C)
- D. Cash Downpayment . . . . $ 500.00 (D)
- E. Manufacturer's Rebate . . . . $ N/A (E)
- TOTAL DOWNPAYMENT (2C + D + E) . . . . $ 500.00 (2)
- (If negative, enter "0" and see line 5C below)

3. NET CASH PRICE (1 minus 2) . . . . $ 11,249.04 (3)

4. AMOUNTS PAID TO PUBLIC OFFICIALS
- A. Title Fee . . . . $ N/A (A)
- B. Tire Fee . . . . $ N/A (B)
- C. Other Emissions Test . . . . $ N/A (C)
- D. Other . . . . $ N/A (D)
- E. Other . . . . $ N/A (E)
- F. Other . . . . $ N/A (F)
- G. Other . . . . $ N/A (G)
- H. Other . . . . $ N/A (H)
- TOTAL OFFICIAL FEES (4A to H) . . . . $ N/A (4)

5. OTHER AMOUNTS FINANCED**
- A. Total premiums paid to insurance companies per Statement of Insurance (a + b) . . . . $ N/A (A)
- B. Other . . . . $ N/A (B)
  - To whom paid Gap Agreement
- C. Prior Credit or Lease Balance . . . . $ ______ (C)
  - To whom paid ______
- D. Other . . . . $ N/A (D)
  - To whom paid ______
- TOTAL OTHER AMOUNTS FINANCED (5A to D) . . . . $ N/A (5)

6. AMOUNT FINANCED (3 + 4 + 5) . . . . $ 11,249.04 (6)

7. FEES NOT FINANCED . . . . $ N/A (7)
- To whom paid ______

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

VEHICLE USE: The primary use of the vehicle will be ☒ 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 ______ Months
Buyer X [signature] 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] Seller WEST COAST CAR CO
Seller Address [illegible]