

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF IDAHO (BOISE)

PROOF OF CLAIM

Name of Debtor  
Katherine I. 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.

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

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



THIS SPACE IS FOR COURT USE ONLY

Name and Address where notices should be sent:

Canyon Financial  
1205 N. Whitley #1  
Fruitland, ID 83619-2270

Telephone Number:

Account or other number by which creditor identifies debtor:

Check here if  replaces this claim  amends a previously filed claim, dated: \_\_\_\_\_

**1. Basis for Claim**

- Goods sold
- Services performed
- 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)  
Last four digits of SS #: \_\_\_\_\_  
Unpaid compensation for services performed from \_\_\_\_\_ to \_\_\_\_\_  
(date) (date)

**2. Date debt was incurred:**

4/29/2003

**3. If court judgment, date obtained:**

**4. Total Amount of Claim at Time Case Filed:**

\$ 0 (unsecured)    \$ 851.84 (secured)    \$ 0 (priority)    \$ 851.84 (Total)

If all or part of your claim is secured or entitled to priority, also complete Item 5 or 7 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.**

- Check this box if your claim is secured by collateral (including a right of setoff).

Brief Description of Collateral:

- Real Estate
- Motor Vehicle
- Other

Value of Collateral: \$900

Amount of arrearage and other charges at time case filed included in secured claim, if any: \$ \_\_\_\_\_

**6. Unsecured Nonpriority Claim \$ \_\_\_\_\_**

- Check this box if: a) there is no collateral or lien securing your claim, or b) your claim exceeds the value of the property securing it, or if c) none or only part of your claim is entitled to priority.

**7. 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 \$4,925)\* earned within 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 \$ 2,225\* 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 owed to 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 4/1/07 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

**8. Credits:** The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.

**9. 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.

**10. 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.

Date

6/1/04

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):

Stan Deming, Stan Deming Manager

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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.

DATE OF LOAN: 04/29/03

ACCOUNT NO: D02978

### COMBINATION NOTE, SECURITY AGREEMENT AND FEDERAL DISCLOSURE STATEMENT

LENDER'S NAME AND ADDRESS:  
CANYON FINANCIAL, INC.  
218 3RD AVENUE SOUTH  
NAMPA, ID 83651

BORROWER'S NAME AND ADDRESS:  
KATHY YOCOM  
2040 SLAYTON  
MERIDIAN, ID 83642  
NAME OF CO-BORROWER:

<b>ANNUAL PERCENTAGE RATE</b> The cost of your credit as a yearly rate.  <b>46.72 %</b>	<b>AMOUNT FINANCED</b> The amount of credit provided to you and/or on your behalf.  <b>\$ 3,474.19</b>	<b>FINANCE CHARGE</b> The dollar amount the credit will cost you. (A + B below)  <b>\$ 1,270.77</b>	<b>TOTAL OF PAYMENTS</b> The amount you will have paid after you have made all payments as scheduled.  <b>\$ 4,744.96</b>
		Non-Refundable Prepaid Finance Charge (A) \$ 175.00	Interest Charge (B) \$ 1,095.77

**YOUR PAYMENT SCHEDULE WILL BE:**

Number of Payments	First Payment Due Date:	Other Payments Are Due on the Same Day of Each Month	Final Payment Due Date:	Amount of First Payment:	Amount of Other Payments:
16	06/01/03		09/01/04	\$ 296.56	\$ 296.56

**SECURITY AGREEMENT**

As a condition to this agreement I shall be required to sign all necessary documents, titles, deeds of trust, or mortgages provided to me by CANYON FINANCIAL, INC.

The Borrower(s) agrees and does hereby grant unto Lender, upon the consideration of the funds advanced and loaned to me as set forth in this document, a security interest in the following property:

This loan is Unsecured.

Description of Property:

94 WHITE MAZDA PROTEGE  
96 BROWN FORD EXPLORER

Description of Automobile (if any):

YEAR	MODEL	MAKE	BODY	VIN#	LICENSE#
94	PROTEGE	MAZDA	4 DOOR	JM1BG2262R0773504	
96	EXPLORER	FORD	4 DOOR	1FMDU33P4TZB00417	

AGREED RATE OF INTEREST:	39.00 %
ITEMIZATION OF AMOUNT FINANCED:	3,474.19
AMOUNT GIVEN DIRECTLY TO YOU:	3,200.00
AMOUNT PAID ON YOUR BEHALF:	0.00
<b>AMOUNT GIVEN TO OTHERS ON YOUR BEHALF:</b>	
To Ins. Co. for Single Level Life Insurance:	63.41
To Ins. Co. for 7-day Credit Disability Insurance:	154.78
To Ins. Co. for Dual Property Insurance:	40.00
for \$ 1,000.00 Property Coverage:	
To Banker's Insurance Company for Non-filing Insurance:	0.00
To or For Recording Fee	0.00
To or For Appraisal Fee	0.00
To or For Title Registration Fee	16.00
To or For	
To or For	

**MINIMUM FINANCE CHARGE:** If borrower(s) pays this loan off early the borrower understands and acknowledges that the non-refundable prepaid finance charge is fully earned at the time of signing and no portion of it shall be refunded.

**LATE CHARGE:** If any payment is more than 10 days past due, a late charge of 5 cents may be collected on each \$1.00 or part of \$1.00 of the unpaid amount of the payment, or \$12.50, whichever is greater.

**PREPAYMENT:** If Borrower(s) prepays the loan in full and the original term of the loan is 61 months or less, the Lender will rebate interest for the months prepaid computed by the Rule of 78. Additional refunds will be made pursuant to Section 28-42-307(3)(a), Idaho Credit Code, if the loan is prepaid in full before the first payment due date. If the original term of the loan was more than 61 months, the Actuarial method will be used for the computation of the interest rebate. If you pay off early, you will not have to pay a penalty.

**APPLICABLE LAW:** This loan is made under the Idaho Credit Code.

**PROMISE TO PAY:** Borrower(s) promises to pay the Lender the TOTAL OF PAYMENTS in consecutive monthly payments beginning on the FIRST PAYMENT DUE DATE until fully paid. Interest after maturity shall be at the AGREED RATE OF INTEREST stated above.

**ACCELERATION:** If any payment is not paid when due or if Borrower(s) fails to comply with any of the terms of this loan agreement, the unpaid balance of this indebtedness may at the option of the Lender become due and payable without demand or notice, and if this occurs, the Borrower(s) shall be allowed a refund or credit of unearned interest computed as set forth.

**INSURANCE ON COLLATERAL:** Borrower promises to keep all property given as security interest on this loan fully insured and make payment to Lender in the event of loss. If Borrower fails to obtain insurance for the collateral, the Lender may purchase insurance and apply the premium to the Borrower's loan.

**REPOSSESSION:** If Lender repossesses and sells the collateral, the proceeds shall be applied to the loan balance. The Borrower agrees to pay any remaining balance resulting from the insufficiency of the repossession proceeds.

**ATTORNEY FEES:** If the AMOUNT FINANCED listed above exceeds \$1,000 and this loan agreement is referred to an attorney for collection, I agree to pay reasonable attorney fees and court costs.

**DISHONORED CHECK FEE:** In the event any check, draft or instrument I give Lender as a full or partial payment under this agreement is dishonored or returned to Lender as an insufficient funds instrument or is dishonored for any other reason, I will pay to Lender a fee of \$20.00

**CO-BORROWER:** Co-borrower by signing this note agrees to remain responsible for this Note whether or not notified by Lender that Note has not been paid. Co-borrower also agrees to remain responsible without being notified by Lender if security is released or the terms of payment are changed.

**LOAN STATEMENT:** Borrower acknowledges receipt of a copy of this Note and Security Agreement.

**IDENTIFICATION:** The words L and me mean the Borrower(s) and anyone else signing this Loan and Security Agreement.

WITNESS: \_\_\_\_\_  
 WITNESS: \_\_\_\_\_  
 WITNESS: \_\_\_\_\_

BORROWER: \_\_\_\_\_  
 BORROWER: \_\_\_\_\_  
 CO-BORROWER: \_\_\_\_\_

CERTIFICATE OF TITLE

ITD 3517 (REV. 11-02)  
Cat # 01-875529-8

VEHICLE IDENTIFICATION NUMBER  
JM1BG2262R0773504

YEAR MAKE BODY MODEL DESCRIPTION  
1994 MAZD 4D PRO

2ND VEHICLE IDENTIFICATION NUMBER

ODOMETER READING DATE  
66370 ACTUAL 05/05/2000

TITLE NUMBER  
C94378927

PRINT DATE  
05/19/2003

WEIGHT LENGTH WIDTH HULL HORSEPOWER PROPULSION

OWNER'S NAME AND ADDRESS

OTHER PERTINENT DATA

YOCOM, KATHERINE L OR  
YOCUM, MICHAEL T  
3718 PEPPERWOOD DR  
BOISE, ID 83704



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.

ODOMETER READING - Heading is actual unless indicated otherwise.  
(NO TENTHS): DATE:

- In Excess of Mechanical Limits
- Exempt
- Not Actual - Warning: Odometer Discrepancy
- No Device

PURCHASER'S PRINTED NAME(S)

DATE SOLD. SELLING PRICE:

ADDRESS

SELLER'S OR REPRESENTATIVE'S PRINTED NAME(S)

CITY STATE ZIP

I certify, to the best of my knowledge, that the odometer reading reflects the actual mileage, unless otherwise indicated. I do hereby release my interest and transfer ownership to the named purchaser.  
SELLER'S OR REPRESENTATIVE'S SIGNATURE:

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 OR REPRESENTATIVE'S SIGNATURE:

- A X
- B X
- A X
- B X

Lienholder Section

FIRST LIEN

CANYON FINANCIAL

218 3RD AVE S  
NAMPA, ID 83651  
RECORDED 04/29/2003

SECOND LIEN

SIGNATURE RELEASING LIEN DATE

SIGNATURE RELEASING LIEN DATE

- A X
- B X
- 10 X

SELLER'S SIGNATURE

NEW LIENHOLDER'S NAME

ADDRESS

CITY

VOID IF FALTERED

EAGLE WATER MARK VISIBLE IF HELD TO LIGHT