

# United States Bankruptcy Court

COURTS  
JUN 23 PM 3:03

District Of Idaho

CLERK  
S. BURKE  
IDAHO

Debtor's Name Frank L. Chapin Sydney L. Gutierrez-Chapin	Case No. 02-20218 Chapter Seven
Creditor's Name and Address Donald Rick Dodd HC60, Box 65 Bonners Ferry, ID 83805	

## REAFFIRMATION AGREEMENT

- Instructions:**
- 1) Attach a copy of all court judgments, security agreements, and evidence of their perfection.
  - 2) File all the documents by mailing them or delivering them to the Clerk of the Bankruptcy Court.

### NOTICE TO DEBTOR:

**This agreement gives up the protection of your bankruptcy discharge for this debt.**

**As a result of this agreement, the creditor may be able to take your property or wages if you do not pay the agreed amounts. The creditor may also act to collect the debt in other ways.**

**You may rescind (cancel) this agreement at any time before the bankruptcy court enters a discharge order or within 60 days after this agreement is filed with the court, whichever is later, by notifying the creditor that the agreement is canceled.**

**You are not required to enter into this agreement by any law. It is not required by the Bankruptcy Code, by any other law, or by any contract (except another reaffirmation agreement made in accordance with Bankruptcy Code § 524(c)).**

**You are allowed to pay this debt without signing this agreement. However, if you do not sign this agreement and are later unwilling or unable to pay the full amount, the creditor will not be able to collect it from you. The creditor also will not be allowed to take your property to pay the debt unless the creditor has a lien on that property.**

**If the creditor has a lien on your personal property, you may have a right to redeem the property and eliminate the lien by making a single payment to the creditor equal to the current value of the property, as agreed by the parties or determined by the court.**

**This agreement is not valid or binding unless it is filed with clerk of the bankruptcy court. If you were not represented by an attorney during the negotiation of this reaffirmation agreement, the agreement cannot be enforced by the creditor unless 1) you have attended a reaffirmation hearing in the bankruptcy court, and 2) the agreement has been approved by the bankruptcy court. (Court approval is not required if this is a consumer debt secured by a mortgage or other lien on your real estate.)**

243

# United States Bankruptcy Court

04/19/23 PM 3:03

District Of Idaho

FILED  
CLERK OF COURT  
IDAHO

In re Frank L. Chapin  
Debtor

Case No. 02-20218

Sydney L. Gutierrez-Chapin

Chapter Seven

## MOTION FOR APPROVAL OF REAFFIRMATION AGREEMENT

Donald R.

The debtor[s] named above and Dodd, a creditor of the debtor[s], have made an agreement reaffirming the debtor's [debtors'] debt to the creditor. The agreement is dated 4-19-04 and [has] ~~[has not]~~ been filed with the court [if previously filed, on 4-23-04].

The court ~~[has]~~ [has not] granted a discharge to the debtor[s].

The debtor was [debtors were] [not] represented by an attorney during the negotiation of this agreement.

The debt reaffirmed in the agreement [is] [is not] an unsecured debt.

The reaffirmation agreement includes the debtor's[s'] statement that the debtor believes [debtors believe] that the reaffirmation agreement is in the best interest of the debtor[s].

The reaffirmation agreement includes the debtor's[s'] statement that the debtor believes [debtors believe] that the reaffirmation agreement does not impose an undue hardship on the debtor[s] or the dependents of the debtor[s].

I [We] ask the court to approve the reaffirmation agreement.

Date 4-19-04

Frank L. Chapin  
(Signature of Debtor)

Date 4-19-04

Sydney L. Gutierrez-Chapin  
(Signature of Joint Debtor)

Date 4-19-04

Donald R. Dodd  
(Signature of Creditor or Attorney for Creditor)

THE ATTACHED IDAHO CERTIFICATE OF TITLE IS THE LEGAL OWNERSHIP DOCUMENT FOR YOUR VEHICLE OR VESSEL. DO NOT CARRY IT IN YOUR VEHICLE OR VESSEL. KEEP IT IN A SECURE PLACE. UPON SALE OR TRANSFER OF THIS VEHICLE OR VESSEL, THE NEW OWNER MUST APPLY FOR TITLE WITHIN 30 DAYS TO AVOID A \$20.00 PENALTY.

DONALD R DODD

PO BOX 2028  
SANDPOINT ID 83864

02DC000740 DVS01182 185

DETACH HERE

IDAHO										
CERTIFICATE OF TITLE										
17D-3517 8-00TM 01-875529-8		VEHICLE IDENTIFICATION NUMBER 6R07C172949			YEAR 1966	MAKE FORD	BODY 2D	MODEL MUS	DESCRIPTION	
2ND VEHICLE IDENTIFICATION NUMBER				ODOMETER READING EXEMPT			DATE			
TITLE NUMBER C92103021		PRINT DATE 03/06/2002		WEIGHT	LENGTH	WIDTH	HULL	HORSEPOWER	PROPULSION	
OWNER'S NAME AND ADDRESS S AND F LLC 2872 HOODOO MOUNTAIN RD PRIEST RIVER, ID 83856						OTHER PERTINENT DATA				
<b>Assignment of Title</b> Federal and state law requires that you state the mileage when transferring ownership of a motor vehicle. Failure to complete or providing a false statement may result in fines and/or imprisonment.										
1 ODOMETER READING - Reading is actual unless indicated otherwise. (NO TENTHS) : _____ DATE: _____ <input type="checkbox"/> In Excess of Mechanical Limits <input type="checkbox"/> Exempt <input type="checkbox"/> Not Actual - Warning: Odometer Discrepancy <input type="checkbox"/> In Device					5 PURCHASER'S PRINTED NAME(S) A B					
2 DATE SOLD: _____ SELLING PRICE: _____					6 ADDRESS 7 CITY STATE ZIP					
3 SELLER'S/REPRESENTATIVE'S PRINTED NAME(S)					8 I am aware that if I apply for title in Idaho, I must do so within 30 days of purchase or a \$20.00 late filing penalty may be due. I am also aware of the odometer certification made by the seller. PURCHASER'S/REPRESENTATIVE'S SIGNATURE: A X B X					
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					<b>Lienholder Section</b> FIRST LIEN DONALD R DODD  PO BOX 2028 SANDPOINT, ID 83864 RECORDED 02/07/2002  SECOND LIEN					
9 SIGNATURE RELEASING LIEN DATE X					10 SIGNATURE RELEASING LIEN DATE X					
11 NEW LIENHOLDER'S NAME					12 ADDRESS					
13 CITY STATE ZIP					13 CITY STATE ZIP					

05323433

THE ATTACHED IDAHO CERTIFICATE OF TITLE IS THE FINAL OWNERSHIP DOCUMENT FOR YOUR VEHICLE OR VESSEL. DO NOT CARRY IT IN YOUR VEHICLE OR VESSEL. KEEP IT IN A SECURE PLACE. UPON SALE OR TRANSFER OF THIS VEHICLE OR VESSEL, THE NEW OWNER MUST APPLY FOR TITLE WITHIN 30 DAYS TO AVOID A \$20.00 PENALTY.

DONALD R DODD

PO BOX 2028  
SANDPOINT ID 83864

DETACH HERE

02DC000739 DVS01182 1112

# IDAHO

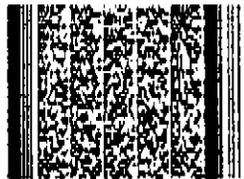
## CERTIFICATE OF TITLE

ITD-3517 3-06TW  
01-875529-8

VEHICLE IDENTIFICATION NUMBER <b>VC560049122</b>		YEAR <b>1956</b>	MAKE <b>CHEV</b>	BODY <b>4D</b>	MODEL <b>BEL</b>	DESCRIPTION
2ND VEHICLE IDENTIFICATION NUMBER		ODOMETER READING <b>EXEMPT</b>		DATE		

TITLE NUMBER <b>E1017575</b>	PRINT DATE <b>03/12/2002</b>	WEIGHT	LENGTH	WIDTH	HULL	HORSEPOWER	PROPULSION
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OWNER'S NAME AND ADDRESS <b>S AND F LLC 2872 HOODOO MTN RD PRIEST RIVER, ID 83856</b>	OTHER PERTINENT DATA
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### Assignment of Title

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

1. ODOMETER READING - Reading is actual unless indicated otherwise. (NO TENTHS):	DATE:	5. PURCHASER'S PRINTED NAME(S)
<input type="checkbox"/> In Excess of Mechanical Limits	<input type="checkbox"/> Exempt	6. ADDRESS
<input type="checkbox"/> Not Actual - Warning: Odometer Discrepancy	<input type="checkbox"/> No Device	7. CITY STATE ZIP

2. DATE SOLD.	SELLING PRICE.	8. PURCHASER'S/REPRESENTATIVE'S SIGNATURE:
3. SELLER'S/REPRESENTATIVE'S PRINTED NAME(S)		9. THE PURCHASER'S/REPRESENTATIVE'S SIGNATURE (if representative's printed name)

4. I verify 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:	10. SIGNATURE RELEASING LIEN	DATE
5. I am aware that I apply for title in Idaho must do so within 30 days of purchase of a \$20.00 title and penalty may be due. I am also aware of the odometer certification made by the seller.	11. NEW LIENHOLDER'S NAME	

6. FIRST LIEN <b>DONALD R DODD</b>	7. SECOND LIEN
8. PO BOX 2028 SANDPOINT, ID 83864 RECORDED 02/07/2002	

9. SIGNATURE RELEASING LIEN	DATE	12. ADDRESS
10. X		13. CITY STATE ZIP

THE ATTACHED IDAH CERTIFICATE OF TITLE IS THE LEGAL OWNERSHIP DOCUMENT FOR YOUR VEHICLE OR VESSEL. DO NOT CARRY IT IN YOUR VEHICLE OR VESSEL. KEEP IT IN A SECURE PLACE. UPON SALE OR TRANSFER OF THIS VEHICLE OR VESSEL, THE NEW OWNER MUST APPLY FOR TITLE WITHIN 30 DAYS TO AVOID A \$20.00 PENALTY.

DONALD R DODD

PO BOX 2028  
SANDPOINT ID 83864

DETACH HERE

02DC000737 DVS01182 1293

# IDAHO

## CERTIFICATE OF TITLE

ITD-3517 6-007W  
04-875229-2

VEHICLE IDENTIFICATION NUMBER <b>VC56K011716</b>		YEAR <b>1956</b>	MAKE <b>CHEV</b>	BODY <b>4D</b>	MODEL <b>BEL</b>	DESCRIPTION
2ND VEHICLE IDENTIFICATION NUMBER		ODOMETER READING <b>EXEMPT</b>		DATE		
TITLE NUMBER <b>001001188</b>	PRINT DATE <b>02/20/2002</b>	WEIGHT	LENGTH	WIDTH	HULL	HORSEPOWER PROPULSION

OWNER'S NAME AND ADDRESS <b>S AND F LLC 2872 HOODOO MTN RD PRIEST RIVER, ID 83856</b>	OTHER PERTINENT DATA
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### Assignment of Title

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

1 ODOMETER READING - Reading is actual unless indicated otherwise. (NO TENTHS): DATE:	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 that if I apply for title in Idaho, I must do so within 30 days of purchase or a \$20.00 late filing penalty may be due. I am also aware of the odometer certification made by the seller. PURCHASER'S/REPRESENTATIVE'S SIGNATURE: A) X B) X
FIRST LIEN <b>DONALD R DODD PO BOX 2028 SANDPOINT, ID 83864 RECORDED 02/07/2002</b>	Lienholder Section SECOND LIEN
9 SIGNATURE RELEASING LIEN DATE	10 SIGNATURE RELEASING LIEN DATE
X	X
	11 NEW LIENHOLDER'S NAME
	12 ADDRESS
	13 CITY STATE ZIP

05244346

THE ATTACHED IDAHO CERTIFICATE OF TITLE IS THE LEGAL OWNERSHIP DOCUMENT FOR YOUR VEHICLE OR VESSEL. DO NOT CARRY IT IN YOUR VEHICLE OR VESSEL. KEEP IT IN A SECURE PLACE. UPON SALE OR TRANSFER OF THIS VEHICLE OR VESSEL, THE NEW OWNER MUST APPLY FOR TITLE WITHIN 30 DAYS TO AVOID A \$20.00 PENALTY.

DONALD R DODD

PO BOX 2028  
SANDPOINT ID 83864

DETACH HERE

02DC000738 DVS01182

184

# IDAHO

## CERTIFICATE OF TITLE

ITD-2017 5-007VA  
01-879029-8

VEHICLE IDENTIFICATION NUMBER  
C55J059164

YEAR MAKE BODY MODEL DESCRIPTION  
1955 CHEV 4D BEL

2ND VEHICLE IDENTIFICATION NUMBER

ODOMETER READING DATE  
EXEMPT

TITLE NUMBER  
001001187

PRINT DATE  
03/06/2002

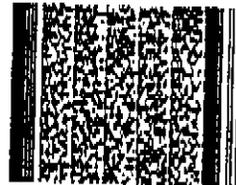
WEIGHT LENGTH WIDTH HULL HORSEPOWER PROPULSION

OWNER'S NAME AND ADDRESS

OTHER PERTINENT DATA

S AND F LLC  
2872 HOODOO MOUNTAIN RD  
PRIEST RIVER, ID 83856

ISSUED ON STATEMENT  
OF APPLICANT  
BRAND EXP: 08/02/04



### Assignment of Title

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

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

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

2 DATE SOLD: SELLING PRICE:

5 PURCHASER'S PRINTED NAME(S)

A \*  
B \*

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 that if I apply for title in Idaho, I must do so within 30 days of purchase or a \$20.00 late filing penalty may be due. I am also aware of the odometer certification made by the seller.

PURCHASER'S REPRESENTATIVE'S SIGNATURE:  
A X  
B X  
2nd PURCHASER'S REPRESENTATIVE'S SIGNATURE (or representative's printed name):

### Lienholder Section

FIRST LIEN

DONALD R DODD

PO BOX 2028  
SANDPOINT, ID 83864  
RECORDED 02/07/2002

SECOND LIEN

9 SIGNATURE RELEASING LIEN DATE

X

10 SIGNATURE RELEASING LIEN DATE  
X

11 NEW LIENHOLDER'S NAME

12 ADDRESS

13 CITY STATE ZIP

05263432

THE ATTACHED IDAHO CERTIFICATE OF TITLE IS THE GAL OWNERSHIP DOCUMENT FOR YOUR VEHICLE OR VESSEL. DO NOT CARRY IT IN YOUR VEHICLE OR VESSEL. KEEP IT IN A SECURE PLACE. UPON SALE OR TRANSFER OF THIS VEHICLE OR VESSEL, THE NEW OWNER MUST APPLY FOR TITLE WITHIN 30 DAYS TO AVOID A \$20.00 PENALTY.

DONALD R DODD

PO BOX 2028  
SANDPOINT ID 83864

DETACH HERE

02DC001541 DVS01182 1487

# IDAHO

## CERTIFICATE OF TITLE

ITD-3512-9-00TVR  
01-875529-8

VEHICLE IDENTIFICATION NUMBER: VC550084239  
YEAR: 1955 MAKE: CHEV BODY: 4D MODEL: BEL DESCRIPTION:

2ND VEHICLE IDENTIFICATION NUMBER: ODOMETER READING: EXEMPT DATE:

TITLE NUMBER: E1000600 PRINT DATE: 03/28/2002 WEIGHT LENGTH WIDTH HULL HORSEPOWER PROPULSION

OWNER'S NAME AND ADDRESS: OTHER PERTINENT DATA:

S AND F LLC  
2872 HOODOO MTN RD  
PRIEST RIVER, ID 83856



### Assignment of Title

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

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

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

2 DATE SOLD: SELLING PRICE:

5 PURCHASER'S PRINTED NAME(S)

A \*  
B \*

3 SELLER'S/REPRESENTATIVE'S PRINTED NAME(S)

6 ADDRESS

7 CITY STATE ZIP

4 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:

8 I am aware that if I apply for title in Idaho, I must do so within 30 days of purchase or a \$20.00 late filing penalty may be due. I am also aware of the odometer certification made by the seller.

PURCHASER'S/REPRESENTATIVE'S SIGNATURE:  
A X  
B X  
and PURCHASER'S/REPRESENTATIVE'S SIGNATURE (or representative's printed name):

FIRST LIEN

DONALD R DODD

PO BOX 2028  
SANDPOINT, ID 83864  
RECORDED 03/20/2002

### Lienholder Section

SECOND LIEN

9 SIGNATURE RELEASING LIEN DATE

10 SIGNATURE RELEASING LIEN DATE  
X

X

05297480

11 NEW LIENHOLDER'S NAME

12 ADDRESS

13 CITY STATE ZIP

**CERTIFICATE OF MAILING**

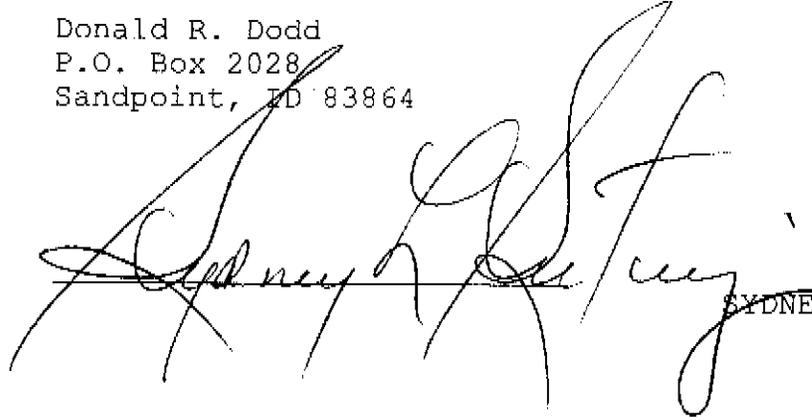
I HEREBY CERTIFY that on this 23<sup>rd</sup> day of April, 2003, I caused to be served a true and correct copy of the foregoing MOTION FOR APPROVAL OF REAFFIRMATION AGREEMENT and WAIVER OF HEARING ON REAFFIRMATION AGREEMENT by U.S. Mail, and addressed to the following:

U.S. Trustee  
P.O. Box 110  
Boise, ID 83701

James H. Magnuson  
Attorney for Chapter 7 Trustee  
P.O. Box 2288  
Coeur d'Alene, ID 83816

C. Barry Zimmerman  
Chapter 7 Trustee  
P.O. Box 124  
Coeur d'Alene, ID 83814

Donald R. Dodd  
P.O. Box 2028  
Sandpoint, ID 83864



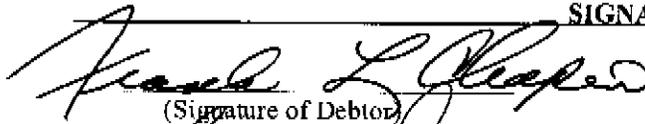
SYDNEY L. GUTIERREZ-CHAPIN

**CERTIFICATION OF ATTACHMENTS**

Any documents which created and perfected the security interest or lien [~~are~~ ~~not~~] attached.  
[If documents are not attached: The documents which created and perfected the security interest or lien are not attached because

\_\_\_\_\_  
N/A

**SIGNATURES**

  
(Signature of Debtor)

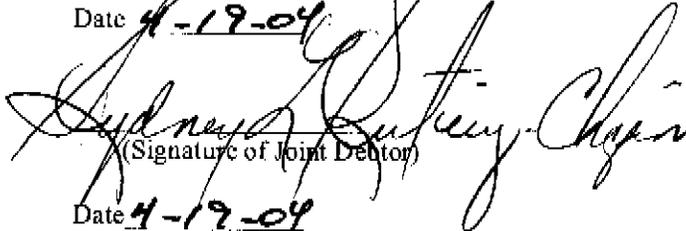
Donald R. Dodd

(Name of Creditor)

Date 4-19-04



(Signature of Creditor Representative)

  
(Signature of Joint Debtor)

Date 4-19-04

Date 4-19-04

**CERTIFICATION BY DEBTOR'S ATTORNEY (IF ANY)**

I hereby certify that 1) this agreement represents a fully informed and voluntary agreement by the debtor(s); 2) this agreement does not impose a hardship on the debtor or any dependent of the debtor; and 3) I have fully advised the debtor of the legal effect and consequences of this agreement and any default under this agreement.

\_\_\_\_\_  
N/A

(Signature of Debtor's Attorney, if any)

\_\_\_\_\_  
N/A

Date

COURTS  
APR 23 11:30 AM  
CLERK OF COURT  
DISTRICT COURT  
IDAHO

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF IDAHO

In Re: )  
Frank L. Chapin and )  
Sydney L. Gutierrez-Chapin )  
Debtor(s) )  
CASE NO. 02-20218 )  
CHAPTER 7 )  
WAIVER OF HEARING ON )  
REAFFIRMATION AGREEMENT )

The undersigned Debtor(s) and their counsel hereby waive the holding of a hearing in connection with the Reaffirmation Agreement entered into between Debtor(s) and Donald R. Dodd (hereinafter referred to as "Creditor"), dated April 19, 2004, and request that the Court enter its order approving said agreement.

The undersigned Debtor(s) and their counsel state to the Court that the Debtor(s) have been informed of the following:

1. That said Reaffirmation Agreement is purely voluntary, and that Debtor(s) have the option of surrendering the collateral and having the debt discharged.
2. That the Debtor(s) may rescind said Reaffirmation Agreement at any time prior to discharge or within sixty days after such agreement is filed with the Court, whichever occurs later, by giving notice of rescission to said Creditor.
3. That the effect of said Reaffirmation Agreement is to once again make the Debtor(s) personally liable on said debt. Should the Debtor(s) fail to pay said debt, said Creditor can pursue his remedies against the Debtor(s) under state law just as though no bankruptcy has occurred.

DATED April 19, 2004

Frank L. Chapin  
Debtor

N/A  
Attorney for Debtor

Sydney L. Gutierrez-Chapin  
Debtor

Donald R. Dodd  
Creditor Representative