

United States Bankruptcy Court

COURTS
04 APR 23 PM 3:02

District Of Idaho

CLERK
S. BURKE
ID 83400

Wh

Debtor's Name Frank J. Chapin Sydney L. Gutierrez-Chapin	Case No. 02-20218 Chapter Seven
Creditor's Name and Address James R. and M. Joann Linton 3334 Highway 57 Priest River, ID 83856	

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.)

249

United States Bankruptcy Court

APR 23 PM 3:02

District Of Idaho

FILED
CLERK S. BURKE
IDAHO

In re Frank L. Chapin
Debtor

Case No. 02-20218

Sydney L. Gutierrez-Chapin

Chapter Seven

MOTION FOR APPROVAL OF REAFFIRMATION AGREEMENT

James R. and M. Joann

The debtor[s] named above and Linton, 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

James R. Linton
(Signature of Creditor or Attorney for Creditor)

REAFFIRMATION AGREEMENT

The debtor and creditor named above agree to reaffirm the debt described in this agreement as follows.

THE DEBT

Total Amount of Debt When Case was Filed \$23,700.00

Total Amount of Debt Reaffirmed \$ 26,500.00

Above total includes the following:

Interest Accrued to Date of Agreement \$ 2,800.00

Attorney Fees \$ N/A

Late Fees \$ N/A

Other Expenses or Costs Relating to the
Collection of this Debt (Describe) \$ N/A

Annual Percentage Rate (APR) 8.0 %

Amount of Monthly Payment \$ 537.33

Date Payments Start 6-01-04

Total Number of Payments to be made 60

Total of Payments if paid according to schedule 32,239.80

Date Any Lien Is to Be Released if paid
according to schedule 6-01-09

The debtor agrees that any and all remedies available to the creditor under the security agreement remain available.

All additional Terms Agreed to by the Parties (if any):

None

Payments on this debt [were] ~~not~~ in default on the date on which this bankruptcy case was filed.

This agreement differs from the original agreement with the creditor as follows:

N/A

CREDITOR'S STATEMENT CONCERNING AGREEMENT AND SECURITY/COLLATERAL
(IF ANY)

Description of Collateral. If applicable, list manufacturer, year and model.

Form UCC-1 and Addendum attached

Value \$ 31,000.00

Basis or Source for Valuation Contact Machinery Dealers

Current Location and Use of Collateral Possession and use by Debtor

Expected Future Use of Collateral Use by Debtor

Check Applicable Boxes:

- Any lien described herein is valid and perfected.
- This agreement is part of a settlement of a dispute regarding the dischargeability of this debt under section 523 of the Bankruptcy Code (11 U.S.C. § 523) or any other dispute. The nature of dispute is N/A

DEBTOR'S STATEMENT OF
EFFECT OF AGREEMENT ON DEBTOR'S FINANCES

My Monthly Income (take home pay plus any other income received) is \$ 5,062.00

My current monthly expenses total \$ 2,590.00, not including any payment due under this agreement or any debt to be discharged in this bankruptcy case.

I believe this agreement [~~will~~] will not impose an undue hardship on me or my dependents.

DEBTOR'S STATEMENT CONCERNING DECISION TO REAFFIRM

I agreed to reaffirm this debt because The equipment is used in our business.

I believe this agreement is in my best interest because It is more economical than to give it up and replace.

I [considered][did not consider] redeeming the collateral under section 722 of the Bankruptcy Code (11 U.S.C. § 722). I chose not to redeem because N/A

I [~~was~~] was not represented by an attorney during negotiations on this agreement.

CERTIFICATION OF ATTACHMENTS

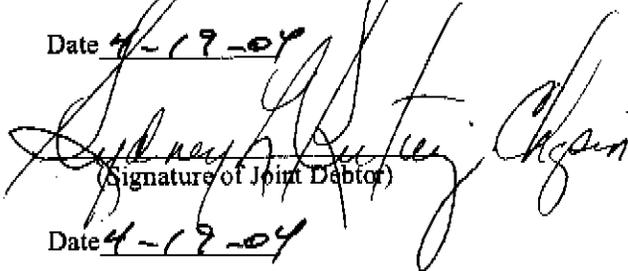
Any documents which created and perfected the security interest or lien [are]~~[are not]~~ attached.
[If documents are not attached: The documents which created and perfected the security interest or lien
are not attached because

N/A _____.]

SIGNATURES


(Signature of Debtor)

Date 4-19-04


(Signature of Joint Debtor)

Date 4-19-04




(Name of Creditor)
Joann Linton
James R. Linton

(Signature of Creditor Representative)

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

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS AND INFORMATION CAREFULLY

IDAHO SECRETARY OF STATE
02/11/2002 05:08
CR: 3143 CT: 157885 DR: 445245
I 0 6.00 = 6.00 UCCI FILE # 4
Filing Number:
B-2002-0917143-3

A. NAME & PHONE OF CONTACT AT FILER'S BUSINESS
B. SECURED PARTY'S NAME (Name and Address)
S. and F., LLC
2872 Hoodoo Mtn. Road
Priest River, ID 83856

SEE ATT

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (to or to) - do not abbreviate or omit any names

1a. ORGANIZATION'S NAME
OR
1b. INDIVIDUAL'S LAST NAME
S. and F., LLC
FIRST NAME
MIDDLE NAME
SUFFIX
2a. MAILING ADDRESS
CITY
STATE
POSTAL CODE
COUNTRY
2872 Hoodoo Mtn. Rd.
Priest River
ID 83856
USA
2b. TAX ID #
2c. TYPE OF ORGANIZATION
2d. JURISDICTION OF ORGANIZATION
2e. ORGANIZATION'S D & B #
LLC
Idaho
IDW7380

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (to or to) - do not abbreviate or omit any names

2a. ORGANIZATION'S NAME
OR
2b. INDIVIDUAL'S LAST NAME
2c. MAILING ADDRESS
2d. TAX ID #
2e. TYPE OF ORGANIZATION
2f. JURISDICTION OF ORGANIZATION
2g. ORGANIZATION'S D & B #
Chapin
Frank
L.
319 Church Street
Sandpoint
ID 83864
USA
LLC
Idaho

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (to or to)

3a. ORGANIZATION'S NAME
OR
3b. INDIVIDUAL'S LAST NAME
3c. MAILING ADDRESS
3d. TAX ID #
3e. TYPE OF ORGANIZATION
3f. JURISDICTION OF ORGANIZATION
3g. ORGANIZATION'S D & B #
Linton
James
R.
P.O. Box 1997
Sandpoint
ID 83864
USA

4. This FINANCING STATEMENT covers the following collateral:

5. ALTERNATIVE DESIGNATION of equipment
6. THIS FINANCING STATEMENT IS TO BE USED BY DEBTOR OR CREDITOR
7. CHECK WHOLESALE PURCHASE REPORTED BY CREDITOR
8. OPTIONAL FILING REFERENCE DATA

B and F, LLC
 2872 Hoodoo Mtn. Rd
 Priest River, ID 83856

ADDENDUM TO FORM UCC1SERIAL NUMBER

JD 2440 Tractor w/ Loader	383961T
JD 4020 Tractor w/ Loader - #1	6404DR-01
JD 4020 Tractor w/ Loader - #2	214982R
Ford 5550 Backhoe	
Case 1816 Unloader	MODEL 1816
8 1/2' S&S Camper	52256
Caulkins Utility Trailer	117
Eagle Flat Trailer	
6' Rear Blade	
5th Wheel Drey Wagon	
2 Seat Surrey	
Doctor's Buggy	
3 Seat Cutter	
2 Seat Cutter	
Cattle Chute	
Calf Table	
Howard 7' Rotovator	
Honda Power Carrier	
Chute System	
JD 240 Lawn & Garden Tractor	MC0240A100867
12" Post Auger	
Pasture Harrow	
Pressure Washer	
Generator	
10' Rock Rake	
Irrigation Pump on Trailer	
Chisel Plow	
Fertilizer Spreader	
Sprayer	
Bale Unroller	
Grain Drill	
Manure Spreader	
7' Back Blade	Model 150
Gopher Machine	
JD 820 Mower Conditioner	E00820X986711
Vermeer 605H Baler	574
2000 Honda Four Wheeler	478TE2248Y4109572
2000 Honda SnoHogg	SB41002194
2000 Honda Snow Blower	
Hay Accumulator	
Van Storage Box	

COURTS

APR 23 PM 3:02
CLERK OF DISTRICT COURT
BURKE
IDAHO

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF IDAHO

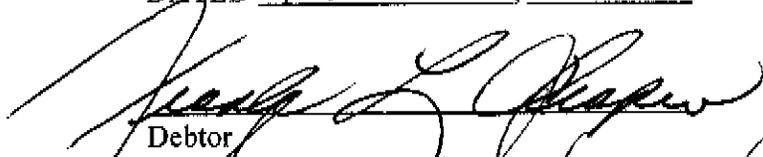
In Re:)	CASE NO. 02-20218
)	CHAPTER 7
Frank L. Chapin and)	
Sydney L. Gutierrez-Chapin)	WAIVER OF HEARING ON
Debtor(s))	REAFFIRMATION AGREEMENT

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 James R. Linton (hereinafter referred to as "Creditor"), dated April 19, 2004, and request that the Court enter its order approving said agreement.

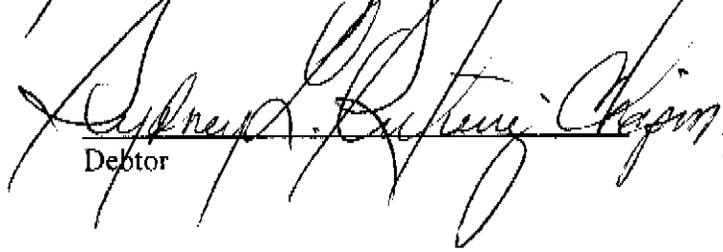
The undersigned Debtor(s) and their counsel state to the Court that the Debtor(s) have been informed of the following:

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.


Debtor

N/A
Attorney for Debtor


Debtor

James R. Linton
Creditor Representative

CERTIFICATE OF MAILING

I HEREBY CERTIFY that on this _____ 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

James R. Linton
3334 Highway 57
Priest River, ID 83856

Spring R. Linton, Chapter 7 Trustee