

# United States Bankruptcy Court

2002  
OCT 23 PM 3:01

District Of Idaho

*Wk*

Debtor's Name Frank L. Chapin Sydney L. Gutierrez	Case No. 02-20218
	Chapter Seven
Creditor's Name and Address Dick H. Weatherly 1102 N. 11th Street Coeur d'Alene, ID 83814	

## 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.)

245

**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 \$22,267.00

Total Amount of Debt Reaffirmed \$ 25,036.00

Above total includes the following:

Interest Accrued to Date of Agreement \$ 2,769.00

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 \$ 507.28

Date Payments Start 6-01-04

Total Number of Payments to be made 60

Total of Payments if paid according to schedule 30,436.80

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

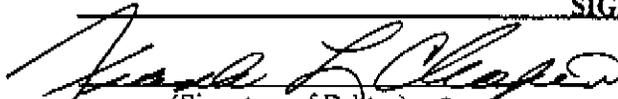
I [~~was~~][was not] represented by an attorney during negotiations on this agreement.

**CERTIFICATION OF ATTACHMENTS**

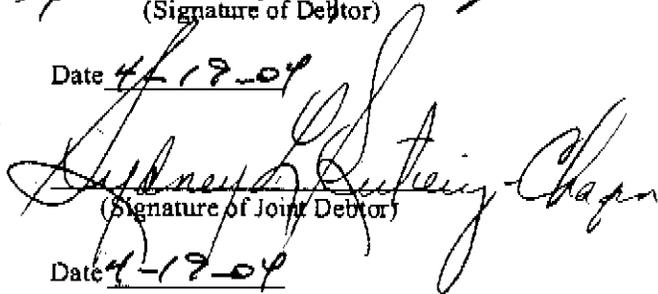
Any documents which created and perfected the security interest or lien [are] ~~attached~~ attached.  
[If documents are not attached: The documents which created and perfected the security interest or lien are not attached because

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

**SIGNATURES**

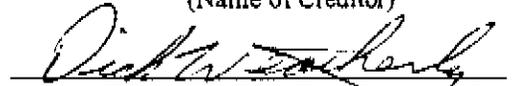
  
(Signature of Debtor)

Date 4-19-04

  
(Signature of Joint Debtor)

Date 4-19-04

Dick H. Weatherly  
(Name of Creditor)

  
(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

# United States Bankruptcy Court

COURTS

APR 23 PM 3:01

District Of Idaho

FILED  
CLERK  
U.S. BANKRUPTCY  
COURT

*ul*

In re Frank L. Chapin  
Debtor  
Sydney L. Gutierrez-Chapin

Case No. 02-20218

Chapter Seven

## MOTION FOR APPROVAL OF REAFFIRMATION AGREEMENT

Dick H.

The debtor[s] named above and Weatherly, 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

*Dick H. Weatherly*  
(Signature of Creditor or Attorney for Creditor)

[REDACTED]  
[REDACTED]  
[REDACTED]

INDIAN SECRETARY OF STATE  
02/11/2002 05:00  
CR: 3143 CT: 15709 BR: 44245  
1 @ 6.00 \* 6.00 UCCI FILE 9 J  
Filing Number:  
D 2002-0917142-4

**UCC FINANCING STATEMENT**

**FOLLOW INSTRUCTIONS BELOW VERY CAREFULLY**

**A. NAME & PHONE OF CREDIT FILER (optional)**  
[REDACTED]

**B. DEBTORE ACKNOWLEDGMENT TO:** (Name and Address)

S. and P, LLC  
2872 Hoodoo Mtn. Road  
Priest River, ID 83856

SEE ATT

THE ABOVE SPACE IS FOR FILERS OFFICE USE ONLY

**1. DEBTOR'S EXACT FULL LEGAL NAME** - must only use either name (1) or (2) - do not restate or rephrase address

(1) ORGANIZATION'S NAME  
S. and P, LLC

OR  
(2) INDIVIDUAL'S LAST NAME

MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
2872 Hoodoo Mtn. Rd.		Priest River	ID	83866	USA
(3) TAX ID NO. (SEE CR 300)	(4) TYPE OF ORGANIZATION LLC	(5) JURISDICTION OF ORGANIZATION Idaho	(6) ORGANIZATION'S EIN (only if a U.S. entity)		
[REDACTED]			IDW7380	<input type="checkbox"/> NONE	

**2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME** - must only use either name (1) or (2) - do not restate or rephrase address

(1) ORGANIZATION'S NAME

OR  
(2) INDIVIDUAL'S LAST NAME  
Chapin

MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
319 Church Street		Sandpoint	ID	83864	USA
(3) TAX ID NO. (SEE CR 300)	(4) TYPE OF ORGANIZATION LLC	(5) JURISDICTION OF ORGANIZATION Idaho	(6) ORGANIZATION'S EIN (only if a U.S. entity)		
[REDACTED]				<input type="checkbox"/> NONE	

**3. SECURED PARTY'S NAME** (or NAME of TOTAL ASSIGNOR if ASSIGNOR S/P) - must only use name (1) or (2)

(1) ORGANIZATION'S NAME

OR  
(2) INDIVIDUAL'S LAST NAME  
Weatherly

MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
P. O. Box 781		Sandpoint	ID	83864	USA

4. THIS FINANCING STATEMENT covers the following collateral:

5. ALTERNATIVE DESIGNATION of collateral:  GENERAL  SPECIFIC  OTHER

6. THIS FINANCING STATEMENT IS BEING FILED BY:  CREDITOR  DEBTOR  OTHER

7. CHECK IF YOU ARE A SEARCH REPORTER OR CREDITOR:  YES  NO

8. OPTIONAL FILER REFERENCE DATA:  AS CREDIT  CREDIT 1  CREDIT 2

S and P, LLC  
2872 Hoodoo Mtn. Rd  
Priest River, ID 83856

ADDENDUM TO FORM UCCL

SERIAL 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 UniLoader	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	M00240A100867
12" Post Auger	
Pasture Harrow	
Pressure Washer	
Generator	
10' Rock Rake	
Irrigation Pump on Trailer	
Chisel Flow	
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 SnoKogg	5B41002194
2000 Honda Snow Blower	
Hay Accumulator	
Van Storage Box	

**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

Dick H. Weatherly  
1102 N. 11<sup>th</sup> Street  
Coeur d'Alene, ID 83814

*Sydney A. Beecher Chapman*

CLERK OF DISTRICT COURT  
MAY 23 PM 3:01  
FILED  
S. GURKE  
IDAHO

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF IDAHO

In Re: )  
Frank L. Chapin and ) CASE NO. 02-20218  
Sydney L. Gutierrez-Chapin ) CHAPTER 7  
Debtor(s) )  
\_\_\_\_\_ ) 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 Dick H. Weatherly (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

Sydney L. Gutierrez-Chapin  
Debtor

N/A  
Attorney for Debtor

Dick Weatherly  
Creditor Representative

B 240  
continued

### 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 \$ 3,242.00

Total Amount of Debt Reaffirmed \$ 3,631.00

Above total includes the following:

Interest Accrued to Date of Agreement \$ 389.00

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) 6.0 %

Amount of Monthly Payment \$ 110.52

Date Payments Start 6-20-04

Total Number of Payments to be made 36

Total of Payments if paid according to schedule 3,978.72

Date Any Lien Is to Be Released if paid  
according to schedule 6-20-07

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.

Idaho Titles with Liens attached

Value \$ 4,500.00

Basis or Source for Valuation N.A.D.A. Price Guide

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.