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IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF IDAHO

In re:) Case No. 98-30052
)
WILLIAM SHANE MOORE,) REAFFIRMATION AGREEMENT
aka Shane Moore, and) (Re: Express Auto)
LYNN MARIE MOORE,)
fka Lynn Oliver,)
)
)
Debtors.)

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 the 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.

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This agreement is not valid or binding unless it is filed with the 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).

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: \$ 3500?

Total Amount of Debt Reaffirmed: \$ 1300.00

The above total includes the following:

Interest Accrued to Date of Agreement: \$ 0.00

Attorney Fees: \$ 0.00

Late Fees: \$ 0.00

Other Expenses or Cost Relating to the Collection of this Debt (Please Describe) \$ 0.00

Annual Percentage Rate (APR): 0.00%

Amount of monthly payment: \$ 150.00

Date payments begin: July 15, 2000

Total number of payments to be made: Eight payments of \$150 per month followed by one payment of \$100

Total of payments if paid according to schedule: \$1,300.00

Date any lien is to be released if paid according to schedule: March 15, 2001

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):

Payments on this debt were were not in default on the date on which the bankruptcy was filed. (Please check one)

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

Form B240 cont

Bankruptcy Case Number:98-30052 Creditor's Name: Express Auto
Debtor's Name: William Shane Moore and Lynn Marie Moore

CREDITOR'S STATEMENT CONCERNING AGREEMENT AND SECURITY/COLLATERAL (If Any)

Description of Collateral:

1987 Toyota Camry: Vin #

Value:

\$ 2800.00

Basis or Source for Valuation:

NADA

Current Location and Use of Collateral: Debtors' possession/personal use
Expected Future Use of Collateral: personal use

Check Applicable Boxes:

Any lien describe herein is valid and perfected.

This agreement is part of a settlement of a dispute regard ng the dischargeability of this debt under section 523 of the Bankruptcy Code (11 U.S.C. §523) or any other dispute.

The nature of this dispute is:

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

Debtor's Monthly Income is: \$2,305.00
(take-home pay plus any other income received)

Debtor's current monthly expenses total: \$2,140.00
(not including any payments due under this agreement or any debt to be discharged in this 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 collateral is necessary for my transportation.

I believe this agreement is in my best interest because the collateral is necessary.

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 a lump sum of cash was not available.

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

CERTIFICATE OF ATTACHMENTS

Any documents which created and perfected the security interest or lien are are not attached. If not attached, please explain:

SIGNATURES

William S. Moore
William Shane Moore, Debtor

Express AIS
Express Auto

DATED: 6-29-00

Anthony Luthel Owner
(Signature of Creditor Representative)

Lynn Marie Moore
Lynn Marie Moore, (Joint Debtor)

DATED:

DATED: 6-29-00

CERTIFICATION BY DEBTOR'S ATTORNEY (If applicable)

I hereby certify that:

1. This agreement represents a fully informed and voluntary agreement by the debtor(s);
2. This agreement does not impose an undue 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.

Kenneth L. Anderson
Kenneth L. Anderson,
Attorney for Debtor(s) JUL 12 2000
(Date)

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2007 Jun 4 28

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF IDAHO

In re:) Case No. 98-30052
)
WILLIAM SHANE MOORE,) AFFIDAVIT, MOTION, AND
aka Shane Moore, and) STIPULATION WAIVING
LYNN MARIE MOORE,) APPEARANCE OF DEBTORS
fka Lynn Oliver,) AT REAFFIRMATION HEARING
) (Re: Express Auto)
)
Debtors.)

AFFIDAVIT

STATE OF IDAHO, County of Nez Perce, ss:

COMES NOW THE UNDERSIGNED, who after being first duly sworn on oath,
deposes and says as follows:

I am debtors' attorney of record herein and am familiar with the facts of my clients' financial affairs.

I have advised debtors herein that they are under no legal duty or obligation to reaffirm any debt; if they do reaffirm a debt it essentially means that debtors are waiving discharge as to that particular debt, and it continues through as though there had been no bankruptcy and the debtors could again be sued on said debt upon any default.

To the best of my information and belief, reaffirmation of this debt will not impose an undue hardship on debtors or any dependent of debtors and is in debtors' best interests.

[Handwritten signature of Kenneth L. Anderson]

Kenneth L. Anderson

SUBSCRIBED AND SWORN TO before me this 12th day of July, 2000.

[Handwritten signature of Bradee L. Miller]

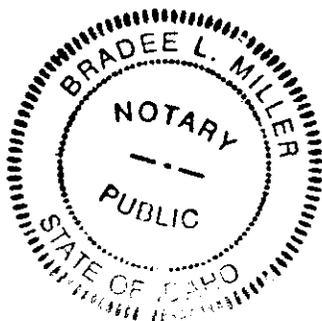
Notary Public of the State of Idaho residing at Lewiston/Lapwai.

My commission expires...

28 FE 2002 (Barb Suesz).

20 NO2004 (Ken Anderson).

31 JL 2004 (Bradee Miller).



MOTION TO WAIVE APPEARANCE AT HEARING

COMES NOW THE UNDERSIGNED, attorney for debtors herein, who respectfully moves this court for an order waiving the appearance requirement of debtors at a reaffirmation hearing.

This motion is based upon the foregoing AFFIDAVIT and the following STIPULATION, the records and files herein, and the Bankruptcy Rules.

DATED this 29 day of June, 2000.

[Handwritten signature of William Shane Moore]
William Shane Moore, Debtor

[Handwritten signature of Kenneth L. Anderson]
Kenneth L. Anderson
Attorney for Debtors

[Handwritten signature of Lynn Marie Moore]
Lynn Marie Moore, Debtor

STIPULATION

COMES NOW THE UNDERSIGNED creditor whose claim is being reaffirmed by debtors, who stipulates and agrees that debtors herein may be exempted from the necessity to appear before the court at a reaffirmation hearing.

DATED this 19 day of June, 2000.

Express Auto
Express Auto, Creditor

by Anthony Luthell

its owner