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 Attorney for Creditor
 Chase Manhattan Mortgage Corp.

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IN THE UNITED STATES BANKRUPTCY COURT
 FOR THE DISTRICT OF IDAHO

In re:)	
)	Case No. 00-21327
JOEY JAMES and)	
KIM JAMES)	
)	STIPULATION TO VACATE
)	AUTOMATIC STAY
Debtors.)	

COMES NOW Chase Manhattan Mortgage Corp., (hereinafter referred to as "Chase") by and through its counsel of record, and the debtors, Joey James and Kim James, by and through their counsel of record and hereby stipulate and agree as follows:

1. That debtor is in default of the terms and conditions of the Consumer Loan Note and Security Agreement in that the Debtors have failed to make monthly payments in the amount of \$300.79 for the months of September, October and November, 2000.
2. That the balance due and owing from debtors to Chase is \$32,445.48.
3. That the automatic stay heretofore issued on November 13, 2000, be terminated as and against the collateral which is described as:

11

1995 Champion manufactured home, VIN 1696035364A and
1696035364B

4. That Chase may exercise its rights to repossess and sell
or otherwise liquidate the subject property.

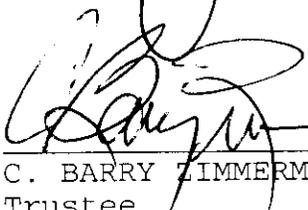
DATED this 7 day of December, 2000.

WILSON & McCOLL

By 

JEFFREY M. WILSON
Attorney for Claimant

By _____
KENNETH L. ANDERSON
Attorney for Debtors



C. BARRY ZIMMERMAN
Trustee

1995 Champion manufactured home, VIN 1696035364A and
1696035364B

4. That Chase may exercise its rights to repossess and sell
or otherwise liquidate the subject property.

DATED this _____ day of December, 2000.

WILSON & McCOLL

By _____
JEFFREY M. WILSON
Attorney for Claimant

By  _____
KENNETH L. ANDERSON
Attorney for Debtors

DEC 4 2000

C. BARRY ZIMMERMAN
Trustee

CONSUMER LOAN NOTE AND SECURITY AGREEMENT

Chase Manhattan Bank USA, N.A. 802 Delaware Avenue, Wilmington, DE 19801

(This Document Consists of Six (6) Pages)

BORROWER'S NAME & MAILING ADDRESS

CO-BORROWER'S NAME & MAILING ADDRESS

James L. (Last Name) (First Name) (Initial)
 4325 Lenville (Mailing Address)
 Moscow ID 83843 (City) (State) (Zip)
 518-80-2993 (Borrower's Social Security Number) (First Signer)
 (Borrower's Phone Number including Area Code)

Joev L. (Last Name) (First Name) (Initial)
 4325 Lenville (Mailing Address)
 Moscow ID 83843 (City) (State) (Zip)
 (Co-Borrower's Social Security Number) (First Signer)
 (Co-Borrower's Phone Number including Area Code)

Borrower Resides In: Latah ID (County) (State)
 Borrower Agrees To Keep Goods In: Latah ID (County) (State)
 Loan Number: 1101326807 Place of Filing: Moscow ID

This is the Note that covers my loan with you. In the Note "I", "me" and "my" refer to the Borrower and Co-Borrower (if any), and "you" and "your" refer to Chase Manhattan Bank USA, N.A. and to anyone it transfers this Note to.

PROMISE TO PAY

I will pay you or your order the Principal Amount of Loan shown below, together with interest. Interest will be charged on the unpaid balance of the Principal Amount of Loan from: (check one box) the date my loan proceeds check is issued, or (Date), until it is paid in full, at a yearly rate of 10.50%. Prepaid Finance Charges, if any, shall be deemed fully earned by you when I execute this Note.

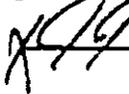
The purpose of this loan is to: refinance an existing obligation secured by the manufactured home described below ("Collateral"); purchase the manufactured home described below ("Collateral").

I will pay my loan by making monthly payments in the amount(s) and on the dates listed in the Payment Schedule shown below. My final payment may vary because it will be equal to the outstanding principal balance, plus interest and other amounts due under this Note. All payments will be applied first to interest, then to principal balance and then if I agreed to pay the interest that accrues during a first payment delay period, to that amount. I understand that the amount of my regular payment is based upon the assumption that all payments will be made on the scheduled due dates and in the scheduled amounts. The amount of the final payment will be adjusted (upward or downward) to reflect the balance due based upon the dates my payments were actually received and will be equal to the outstanding principal balance, plus interest and other amounts due under the Note. Even if you decide to accept late payments, I know that you have the right to demand immediate payment of all or a portion of the outstanding balance of the Note, subject to any notice and right to cure default that I may have under applicable law. (See paragraph below titled "Default and Right to Cure".)

If the amount of my final payment as listed in the Payment Schedule below is larger than two times the amount of any of my earlier payments (commonly called a "balloon" payment), I have the right to refinance this payment at the time it is due, without penalty, on terms at least as favorable as the original terms of this loan.

(The following notice applies to my loan only if this box is checked):

THIS CONTRACT IS NOT PAYABLE IN INSTALLMENTS OF EQUAL AMOUNTS:
 AN INSTALLMENT OF \$ _____ WILL BE DUE ON _____

 Borrower's Initials _____ Co-Borrower's Initials _____

Here is a breakdown of the terms of my obligation (the Finance Charge, the Total of Payments, and the Payment Schedule will change if all payments are not made on the scheduled due dates):

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate	FINANCE CHARGE The dollar amount the credit will cost me.	Amount Financed The amount of credit provided to me or on my behalf.	Total of Payments The amount I will have paid after I have made all payments as scheduled
11.10 %	\$59,766.35	\$30,470.65	\$90,237.00

My payment schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
One Payment of	\$	
Payments of	\$300.79	Monthly, beginning <u>DEC. 16, 1999</u> <u>100.5. 2000</u>
One Final Payment of	\$	

Security: I am giving you a security interest in:

1. Manufactured Home Described Below

Location of Manufactured Home, if other than Borrower's above address

4325 Lenville Moscow ID 83843
(Number/Street) (City) (State) (Zip)

New Pre-owned Manufacturer's Name Champion

Year of Unit 1996 Manufacturer's Serial Number 16960353642A/B

Model Name Park River Model Number _____

Unit Description: Length 40 Width 28 Color _____

Item(s) Included

(X)	Item(s)	Serial Number	(X)	Item(s)	Serial Number
	Air Conditioning			Furniture	
X	Dishwasher		X	Skirting	
X	Refrigerator		X	Awnings(s)	
X	Range				
X	Washer				
X	Drier				

2. The Real Estate where the manufactured home is or will be placed (Applicable Only if Checked)

Location/Description of Real Estate _____

Lien Filing Fees: \$8.00

Prepayment: If I pay off early, I will not have to pay a penalty.

Assumption: Someone buying my home will not be allowed to assume the remainder of this Note and Security Agreement on its original terms.

See other Note provisions for additional information about nonpayment, default, and required repayment in full before the scheduled due date

e means estimate

X Borrower's Initials _____ Co-Borrower's Initials

In addition to any other requirements of applicable law, if I am in default, you will provide me with a notice giving me thirty (30) days after the notice is sent within which to cure my default. I am not entitled to such notice of default more than twice in any one-year period or if the Collateral is abandoned. If I do not cure my default during the (30) day cure period following the notice, or if I have already received two (2) notices of default in the one-year period preceding the current default or have abandoned the Collateral, you may at your sole option require immediate payment of the entire unpaid balance due hereunder, together with accrued charges, and proceed to exercise all of your rights and remedies under this Note and Security Agreement and applicable law. Subject to the notice of right to cure provisions set forth above, you also may require immediate payment of my loan if anything else happens that you feel endangers any Collateral or the ability of any Co-Borrower, Guarantor or me to pay. If you excuse any default, that will not excuse other defaults or the same default occurring again at a later time.

- 3. **Collection Costs:** If and to the extent allowed by law, I will pay: a) any court costs if you take collection action, and b) if you use an attorney who is not your salaried employee, your reasonable attorney's fee.
- 4. **Delay in Enforcement:** You may waive or delay enforcing any of your rights without losing them. You may waive or delay enforcing a right as to one of us without waiving it as to another. You may release any security or any Borrower from responsibility under this Note without releasing others. You need not give anyone notice of your waiver, delay or release. You may sue the Borrower without suing anyone else.
- 5. **Returned Check Charge:** If permitted by law, I agree to pay you the lesser of \$10.00 or the maximum amount allowed, for each loan payment check which is returned to you unpaid.
- 6. **Law that Applies:** This Note is governed by Delaware and applicable federal law. I understand that the Federal Truth-in-Lending Act and Regulation Z apply only to loans of \$25,000 or less, unless the loan is secured by a principal residence or real property.
- 7. **Credit Reporting:** You may obtain consumer credit reports periodically from one or more consumer reporting agencies (credit bureaus) in connection with my application and any update, renewal, refinancing, modification or extension of this Note. You or any affiliate of yours may obtain one or more consumer credit reports on me from time to time for any legitimate business purpose. If I ask, I will be told whether a credit report was requested, and if so, the name and address of any credit bureau from which you or your affiliate obtained my credit report. You may also verify my employment, pay, assets and debts. I agree that anyone receiving a copy of this is authorized to provide you with such information.
- 8. **Information Sharing:** By signing this Note, I consent that you and your family of companies may share information from and about me and my accounts with each other and with others, including information that may be used to offer banking, insurance and investment products to me, except to the extent that I instruct you otherwise in accordance with your Fair Credit Reporting Act Disclosures. More details regarding your rights to share information will be provided to me after the closing of this transaction.
- 9. **Other Terms:** The breakdown of my obligation appearing above is a part of this Note. If any provision of this Note is found to be invalid, the other provisions will remain in effect. You do not intend to charge or collect any interest, charge, or fee that is more than the law allows. If you charge or collect any amount over what the law allows, you will apply the excess first to the Note and you will refund any excess if I have paid in full all amounts due under the Note. Any amount applied to principal will be treated as a partial prepayment.

SECURITY AGREEMENT

- 1. This is the security agreement you will use in connection with the Consumer Loan Note ("Note") above. By signing below, I also agree to the terms of this security agreement.
- 2. In this agreement, the words "I", "me" and "my" mean anyone who signed below. "You" and "your" refer to Chase Manhattan Bank USA, N.A.
- 3. **Security Interest.** To protect you if the Note is not paid, I give you a security interest in the Collateral described in the Note above. If the proceeds of this loan are used to purchase the Collateral, I agree that this is a purchase money security interest. Your security interest also covers additions, substitutions, and proceeds. However, you are not granted, and will not have, a non-purchase money security interest in household goods, to the extent such a security interest would be prohibited by applicable law. I agree to execute all documents necessary to perfect your security interest in the Collateral. I agree to deliver to you, if allowed by law, any documents of title to the Collateral with your lien noted on them. If allowed by law, I give you permission to file a financing statement covering your security interest without my signature on it.
- 4. **Ownership and Use of Property.** I own the Collateral and no one else has any lien or other claim on it. I will not sell it or do anything else that will create one. I promise to defend the Collateral if anyone claims an interest in it.

[Signature] Borrower's Initials _____ Co-Borrower's Initials _____

I promise to keep the Collateral in good repair, will not rent it out and will not use it for any illegal purpose. I will not move it from the location shown above without your written permission. You can inspect the Collateral at any time. I will notify you immediately if the Collateral is stolen, damaged or abused in any way. It is agreed that the Collateral, wherever placed, shall remain personal property and shall not become part of any freehold.

5. **Property Insurance.** I will keep the Collateral insured against loss by fire, flood, theft, comprehensive collision, damage and other risks and hazards as appropriate and reasonable in relation to the character and value of the Collateral with an insurance company that you accept. I will transfer the policy to you and name you to receive any insurance proceeds. You can settle any claims on your own and endorse my name on any loss payment check or draft. Unless I provide you with evidence of the insurance coverage required by my agreement with you, you may purchase insurance at my expense to protect your interest in the Collateral. This insurance may, but need not, protect my interests. The coverage that you purchase may not pay any claim that I make or any claim that is made against me in connection with the Collateral. I may later cancel any insurance purchased by you, but only after providing you with evidence that I have obtained insurance as required by our agreement. If you purchase insurance for the Collateral, I will be responsible for the costs of that insurance, including interest and any other charges you may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to my outstanding balance of obligation. The costs of the insurance may be more than the cost of insurance that I may be able to obtain on my own.

If you purchase insurance on the Collateral, the insurance policy will be placed by an affiliated insurance agency which may realize a financial benefit from the transaction.

Your rights under this agreement are all subject to applicable law and any right I may have to receive prior notice and opportunity to correct my failure to insure the Collateral. You will observe the requirements of any law limiting or restricting your rights to insure the Collateral. You will notify me within a reasonable time after you insure the Collateral of the type and cost of the insurance obtained.

I agree to repay you the cost of any insurance you obtain with interest at the rate charged on my Note, unless the law requires a lesser rate in which case I will pay the lesser rate, according to the terms of your demand, all as allowed by law.

6. **Repossession.** ALL THE PROVISIONS OF THIS SECTION ARE SUBJECT TO THE APPLICABLE NOTICE AND RIGHT TO CURE/DEFAULT PROVISIONS CONTAINED IN THE NOTE AND UNDER APPLICABLE LAW. You can repossess the Collateral if the entire balance becomes due under the terms of the Note, subject to any notice and right to cure default that I may have under applicable law. (See the "Default and Right to Cure" paragraph above.) If the entire balance becomes due, I agree to deliver the Collateral to you at a time and place that you choose. However, you or your representative has the right to take possession of the Collateral (repossess it) in a peaceful manner. In exercising your right, you can repossess the Collateral and take any items contained within it. Within 30 days after repossession, I must contact you by registered mail in order to assert any legal rights that I may have to these items. Failure to contact you in this manner will be a waiver and bar to any legal rights that I may have to these items.

If you repossess the Collateral or if I deliver the Collateral to you, you can sell it after 15 days notice to me and apply the proceeds to the balance of the loan. Before you do, and to the extent (if any) allowed by law: a) you can deduct the costs of repossession, storage, preparation for sale, sale and legal expenses; b) if you use an attorney who is not your salaried employee, you may deduct a reasonable attorney's fee; and c) if I signed the Note and the sale doesn't cover all that I owe, I will still be responsible for the difference, as allowed by law.

I may, however, get the Collateral back at any time before you have disposed of it by paying all of my obligations to you in full, including the expenses described above.

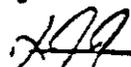
7. **Titled Collateral.** If this Collateral is to be kept in any state with a title law, I agree to apply for an appropriate Certificate of Title showing your security interest.

8. **Assignment.** You can assign your rights to the Collateral and any amounts that I owe you without my consent.

9. **Other Terms.** If any provision of this agreement is found to be invalid, the other provisions will remain in effect. You may rely on a telecopy or photocopy of this agreement as if it were an original.

A COPY OF THIS NOTE AND SECURITY AGREEMENT IS TO BE GIVEN TO ANY CO-BORROWER OR GUARANTOR OF THE INDEBTEDNESS.

As indicated by my signature below, I understand and agree to my rights and responsibilities under the terms of the Note and, if Collateral is required, under the terms of the Security Agreement appearing above. The Note and Security Agreement cannot be changed without your written permission and will be binding on my heirs and legal

 Borrower's Initials _____ Co-Borrower's Initials

representatives. I acknowledge that any Broker or other third party used to facilitate this transaction may receive compensation from you for its services.

Anyone signing as a Borrower or Co-Borrower below is liable, individually and together under the terms of this Note and Security Agreement. I have read this Note and Security Agreement and acknowledge that I have received a completed copy.

NOTICE TO THE CONSUMER: (for purposes of this notice only, "you" refers to the borrower and co-borrower) 1. Do not sign this Agreement before you read it. 2. You are entitled to a copy of this agreement. 3. You may repay the unpaid principal at any time without penalty and may be entitled to a refund of unearned charges in accordance with law.

[Signature] 11-17-99 X
(Borrower) (Date) (Co-Borrower) (Date)

Anyone signing on the line below is obligated only under the terms of the Security Agreement as owner of the Collateral and is not personally responsible for repayment under the terms of the Note

(Signature) (Date) (Signature) (Date)

SEE ABOVE FOR SECURITY AGREEMENT

Each Borrower acknowledges the he/she is signing and initialing only one (1) original of this Note and Security Agreement, that the original Note and Security Agreement will be delivered to the initial holder, Chase Manhattan Bank USA, N.A.

[Signature] 11-17-99 X
(Signature of Borrower) (Signature of Co-Borrower)

The Notary below applies to this consumer loan if an "X" appears in the box to the left and Lender has signed at the right.
Lender: _____
By: _____

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

STATE of Idaho

COUNTY of Latah

On this the 17 day of November, 1999

before me personally appeared [Signature]

known to or satisfactorily proven to me to be the person(s) named on page one (1) of this document and executed the same in my presence for the purposes herein contained.

In witness whereof I have hereunto set my hand and official seal

Notary Public
State of Idaho

[Signature]
Notary Public
EXPIRES
October 18, 2005
NOTARY PUBLIC LICENSE WRITERS

[Signature] Borrower's Initials _____ Co-Borrower's Initials

