(Rev. 7/95)

United States Bankruptcy Court
District of Idaho

PROOF OF CLAIM

Moscow

In re (Name of Debtor)
Kim R. James

Case Number
00-21327

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503

Name of Creditor
(The person or other entity to whom the debtor owes money or property)
United States Department of Ed.

Name & Address to Send Corres.
Direct Loan Servicing Center
501 Bleecker Street
PO Box 4399
Utica, NY. 13504-4399

Payments to:
Payment Center
US Dept. of Education.
PO Box 530260
Atlanta, GA.30353-0260

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

☐ Check box if you have never received any notices from the bankruptcy court in this case.

☐ Check box if the address differs from the address on the envelope sent to you by the court.

THIS SPACE IS FOR COURT USE ONLY

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:
518-98-5817-1

Check here if this claim ☐ replaces ☐ amends a previously filed claim, dated:_____

1. BASIS FOR CLAIM
- ☐ Goods sold
- ☐ Services performed
- ☐ Money loaned
- ☐ Personal injury/wrongful death
- ☐ Taxes
- ☒ Other (Describe briefly) Student Loan
- ☐ Retiree benefits as defined in 11 U.S.C. § 1114(a)
- ☐ Wages, salaries, and compensation (Fill out below)

Your social security number_____
Unpaid compensation for services performed from_____ (date) to _____ (date)

2. DATE DEBT WAS INCURRED
8-14-98

3. IF COURT JUDGMENT, DATE OBTAINED:

4. CLASSIFICATION OF CLAIM. Under the Bankruptcy Code all claims are classified as one or more of the following: (1) Unsecured nonpriority, (2) Unsecured Priority, (3) Secured. It is possible for part of a claim to be in one category and part in another. CHECK THE APPROPRIATE BOX OR BOXES that best describe your claim and STATE THE AMOUNT OF THE CLAIM AT TIME CASE FILED.

☐ SECURED CLAIM $ _____
Attach evidence of perfection of security interest
Brief Description of Collateral:
☐ Real Estate ☐ Motor Vehicle ☐ Other (Describe briefly)

Amount of arrearage and other charges at time case filed included in secured claim above, if any $ _____

☒ UNSECURED NONPRIORITY CLAIM $ 18,480.85
A claim is unsecured if there is no collateral or lien on property of the debtor securing the claim or to the extent that the value of such property is less than the amount of the claim.

☐ UNSECURED PRIORITY CLAIM $ _____
Specify the priority of the claim.

- ☐ Wages, salaries, or commissions (up to $4000),* earned not more than 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier—11 U.S.C. § 507(a)(3)
- ☐ Contributions to an employee benefit plan—11 U.S.C. § 507(a)(4)
- ☐ Up to $1,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use—11 U.S.C. § 507(a)(6)
- ☐ Alimony, maintenance, or support owed to a spouse, former spouse, or child—11 U.S.C. § 507(a)(7)
- ☐ Taxes or penalties of governmental units—11 U.S.C. § 507(a)(8)
- ☐ Other—Specify applicable paragraph of 11 U.S.C. § 507(a)_____

*Amounts are subject to adjustment on 4/11/98 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

5. TOTAL AMOUNT OF CLAIM AT THE TIME CASE FILED: $ 18,480.85 (Unsecured) + $ _____ (Secured) + $ _____ (Priority) = $ 18,480.85 (Total)

☐ Check this box if claim includes charges in addition to the principal amount of the claim. Attach itemized statement of all additional charges

6. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

7. SUPPORTING DOCUMENTS. *Attach copies of supporting documents*, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. If the documents are not available, explain. If the documents are voluminous, attach a summary.

8. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed enveloped and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

Date	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any)
1-16-01	Lorelei Leale for Linda Duncan, Mgr.

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571

FORM B9I (Chapter 13 Case)(9/97) Case Number **00-21327**

UNITED STATES BANKRUPTCY COURT

District of Idaho (Moscow)

The debtor(s) listed below filed a chapter 13 bankruptcy case on 11/13/00.

You may be a creditor of the debtor. **This notice lists important deadlines.** You may want to consult an attorney to protect your rights. All documents filed in the case may be inspected at the bankruptcy clerk's office at the address listed below. NOTE: The staff of the bankruptcy clerk's office cannot give legal advice.

See Reverse Side For Important Explanations.

Debtor(s) (name(s) and address):

Joey Lee James
4325 Lenville Rd #2
Moscow, ID 83843

Kim Richele James
Kim Covill;Kim James
4325 Lenville Rd #2
Moscow, ID 83843-
USA

Case Number:	Social Security/Taxpayer ID Nos.:
00-21327	518-80-2993 518-98-5817
Attorney for Debtor(s) (name and address): Kenneth L Anderson Towne Square #330 504 Main St Lewiston, ID 83501 Telephone number: (208) 743-9569	**Bankruptcy Trustee (name and address):** C Barry Zimmerman POB 1240 Coeur d'Alene, ID 83816-1240 Telephone number: (208) 664-6100

Date: **01/05/01** Time: **1:00 pm**

Location: **US Courthouse, 220 E 5th Fed Bldg, Moscow, ID 83843**

Papers must be *received* by the bankruptcy clerk's office by the following deadlines:

Deadline to File a Proof of Claim:

For all creditors (except a governmental unit): 04/05/01 For a governmental unit: 06/03/01

Deadline to Object to Exemptions:

Thirty (30) days after the *conclusion* of the meeting of creditors.

Filing of Plan, Hearing on Confirmation of Plan

The debtor has filed a plan. The plan or a summary of the plan is enclosed. The hearing on confirmation will be held:

Date: **January 12, 2001** Time: **10:00 am**

Location: **US Courthouse, 220 E 5th Fed Bldg, Moscow, ID 83843**

The filing of the bankruptcy case automatically stays certain collection and other actions against the debtor, debtor's property, and certain codebtors. If you attempt to collect a debt or take other action in violation of the Bankruptcy Code, you may be penalized.

Address of the Bankruptcy Clerk's Office:	Clerk of the Bankruptcy Court:
US Bankruptcy Court P.O. Box 9287 Computerized Case Info (208) 334-9386 Moscow, ID 83843 Telephone number: Computerized Case information: (208) 334-9386/Web Site: www.id.uscourts.gov	Cameron Burke
Hours Open: 8:00 a.m. to 5:00 p.m.	Date: 12/06/00

Direct Loans
William D. Ford Federal Direct Loan Program

U.S. Department of Education
Direct Loan Servicing Center
P. O. Box 4609
Utica, NY 13504-4609

Date: January 11, 2001

ITEMIZED STATEMENT OF ACCOUNT

Name: Kim B. Jones
Acct #: 518-98-5817-1

Outstanding Principal Balance:	$	18,008.39
Total Interest as of 11/30/00	$	472.46
Total Due:	$	18,480.85
Loan Type:		Stafford
Original Loan Amount:	$	18,000.00

As of this date no payments have been received

Direct Loans

William D. Ford Federal Direct Loan Program
U.S. Department of Education

OMB No. 1840-0667
Form Approved
Exp. Date 12/21/98

WARNING: Any person who knowingly makes a false statement or misrepresentation on this form shall be subject to penalties which may include fines, imprisonment or both, under the U.S. Criminal Code and 20 U.S.C. 1097.

Federal Direct Stafford/Ford Loan
Federal Direct Unsubsidized Stafford/Ford Loan
Promissory Note and Disclosure

Section A. To Be Completed By The Borrower

1. Name (last, first, middle initial) and Address (street, city, state, zip code)

James, Kim R
~~1999 WHITE AVE. 519~~ 3070 Lenville Rd. #12
MOSCOW ID 83843 KJ.

2. Social Security Number: 518-98-5817
3. Date of Birth MM/DD/YYYY: 02/17/1968
4. Area Code/Telephone Number: (208) 882-4407
5. Driver's License Number (List state abbreviation first): ID BA1859580

6. References: You must list two persons with different U.S. addresses who have known you for at least three years. The first reference should be a parent or legal guardian.

	1.	2.
Name	Susan Hupp	Joe James
Permanent Address	6520 N. Colfax	3708 Shipman Circle
City, State, Zip Code	Coeur d'Alene, ID 83814	Nampa, ID 83686
Area Code/Telephone Number	(208) 772-9984	(208) 463-9233

Section B. To Be Completed By The School

7. School Name: University of Idaho
8. Loan Period: From MM/DD/YYYY 08/24/1998 To MM/DD/YYYY 05/14/1999
9. School Address (street, city, state, zip code): Financial Aid Svcs Moscow, ID 83844
10. School Code/Branch: G01626

The chart below shows anticipated disbursement amounts and dates. Actual amounts and dates may vary. The interest rate for this note is variable.

	Anticipated Disbursement Dates	Loan Amount Approved	Loan Fee Rate	Loan Fee Amount	Net Disbursement Amount
Direct Subsidized Loan	08/24/1998	$1750	4.00%	$70	$1680
	01/11/1999 KJ.	$1750		$70	$1680
	Total	$3500		$140	$3360
Direct Unsubsidized Loan	08/24/1998	$2000	4.00%	$80	$1920
	01/11/1999 KJ.	$2000		$80	$1920
	Total	$4000		$160	$3840

I promise to pay the U.S. Department of Education all sums (hereafter "loan" or "loans") disbursed under this Promissory Note plus interest and other fees which may become due, as provided in this Promissory Note. If I fail to make payments on this Promissory Note when due, I will also pay collection costs including attorney's fees and court costs. I understand that I may cancel or reduce the size of my loan by refusing any disbursement that is issued to me. I certify that the total amount of loan that I receive under this Promissory Note will not exceed the allowable annual maximum or cumulative maximum under the Higher Education Act of 1965, as amended.

I understand that this is a Promissory Note. I will not sign this Promissory Note before reading it, even if I am advised not to read this Promissory Note. I am entitled to an exact copy of this Promissory Note and a statement of the Borrower's Rights and Responsibilities. My signature certifies that I have read, understand, and agree to the terms and conditions of this Promissory Note and the statement of Borrower's Rights and Responsibilities. My signature on this Promissory Note will serve as my authorization for my loan proceeds to be credited to my student account by the school identified in Section B.

Under penalty of perjury, I certify that the information contained in the Borrower Section of this Promissory Note is true and accurate. The proceeds of this loan will be used for authorized educational expenses at the certifying school for the specified loan period. I certify that I do not owe a refund on a Federal Pell Grant, Basic Educational Opportunity Grant, Supplemental Educational Opportunity Grant or a State Student Incentive Grant and that I am not now in default on any loan received under the Federal Perkins Loan Program (including National Defense Student Loans) or the Federal Family Education Loan Program, or Direct Loan Program, or if I am in default, I have made repayment arrangements that are satisfactory to the holder of my loans.

I UNDERSTAND THAT THIS IS A FEDERAL LOAN THAT I MUST REPAY.

11. Identification Number(s)

518985817 S-99-G01626-0-01 01
518985817-U-99-G01626-0-01 01

12. Signature of Borrower: Kim R. James 6-24-98 Date MM/DD/YYYY

Retain a copy of this signed promissory note for your records.

06/18/1998 07:56:03

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Direct Loans

Master Promissory Note
William D. Ford Federal Direct Loan Program

WARNING: Any person who knowingly makes a false statement or misrepresentation on this form is subject to criminal or civil penalties. Penalties may include fines, imprisonment, or both, under the U.S. Criminal Code and 20 U.S.C. 1097.

OMB No. 1840-0743 Form Approved Exp. Date 08/30/1999

Federal Direct Stafford/Ford Loan
Federal Direct Unsubsidized Stafford/Ford Loan

Section A: To Be Completed By The Borrower

1. Driver's License State and Number
   ID-BA1859580
2. Social Security No.
   518-98-5817
3. E-mail address
4. Name and Address (street, city, state, zip code)
   James, Kim R <-Last, First, M.I.
   3270 Lenville Road Space Num 12
   Moscow, ID 83843
5. Date of Birth 02/17/1965
6. Area Code/Telephone No.
   (208) 882-4407

7. References: You must list two persons with different U.S. addresses who have known you for at least three years. The first reference should be a parent or legal guardian.

	1.	2.
Name	Susan Hupp	Joe James
Permanent Address	16520 W. Tallow	3180 Shannon Circle
City, State, Zip Code	Dalton Gardens, ID 83815	Lewiston, ID 83501
Area Code/Telephone Number	(208) 772-7984	(208) 743-9233
Relationship to Borrower	mother	Father-in-law

8. Requested Loan Amount: I request a total amount of subsidized and unsubsidized loans under this Master Promissory Note not to exceed the allowable maximums under the Higher Education Act. My school will notify me of type(s) and amount(s) of loan(s) that I am eligible to receive. I may decline a loan or request a lower amount by contacting my school. Additional information about my right to cancel or reduce my loan is included in the Borrower's Rights and Responsibilities statement and Disclosure Statements that have been or will be provided to me.

Section B: To Be Completed By The School

9. School Name and Address
   University of Idaho
   Financial Aid Svcs
   Moscow, ID 83844
10. School Code/Branch
    G02626
11. Identification No.
    518985817-S-CO-G01620-0-01

Borrower Certifications and Authorizations — *Read carefully before signing below.*

12. I declare under penalty of perjury that the following is true and correct:

- I certify that the information I have provided on this Master Promissory Note and as updated by me from time to time is true, complete, and correct to the best of my knowledge and belief and is made in good faith.
- I certify that I will immediately repay any loan proceeds that cannot be attributed to educational expenses for attendance on at least a half-time basis at the school that certified my loan eligibility.
- I certify that I do not now owe a refund on a Federal Pell Grant, Supplemental Educational Opportunity Grant, or a State Student Incentive Grant and that I am not now in default on any loan received under the Federal Perkins Loan Program (including NDSL loans), the Federal Direct Loan Program (Direct Loans), or the Federal Family Education Loan Program (FFELP) or, I have made satisfactory repayment arrangements on the defaulted loan.

13. For all Direct Subsidized and Direct Unsubsidized Loans (as described in the additional Note provisions and the Borrower's Rights and Responsibilities statement) I receive under this Master Promissory Note, and for certain other loans as described below, I make the following authorizations:

- I authorize my school to certify my eligibility for loans under this Master Promissory Note.
- I authorize my school to credit my loan proceeds to my student account.
- I authorize my school to pay to the U.S. Department of Education (ED) any refund that may be due up to the full amount of the loans.
- I authorize ED to investigate my credit record and report information concerning my loan status to persons and organizations permitted by law to receive such information.
- Unless I notify ED differently, I request and authorize ED to: (i) during the in-school and grace periods of any loans made under this Note, defer and align the repayment of principal on all of my Direct Loans that are in repayment status; and (ii) add interest which I must pay that accrues on all my Direct Loans to the principal balance of such loans ("capitalization") including such loans made under this Note during periods of forbearance and, for unsubsidized loans, during in-school, grace, and deferment periods, as provided under the Act. "Capitalization" will increase the principal balance on my loans and the total amount of interest cost I incur.
- I authorize the release of information pertinent to my loans: (i) by the school and ED, to the references on the applicable loans and to members of my immediate family unless I submit written directions otherwise; and (ii) by and among my schools, lenders, guarantors, the U.S. Department of Education, and their agents.

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Promise to Pay

14. I promise to pay to the U.S. Department of Education all sums disbursed (hereafter "loan" or "loans") under the terms of this Master Promissory Note (hereafter "Note"), plus interest and other charges and fees that may become due as provided in this Note. I understand that multiple loans may be made to me under this Note. I understand that by accepting any disbursements issued at any time under this Note, I accept the obligation to repay the loans. I understand I may cancel or reduce the amount of any loan by refusing to accept or by returning all or a portion of any disbursement that is issued. I may pay interest that accrues on my Federal Direct Unsubsidized Stafford/Ford Loans during in-school, grace, and deferment periods, or may allow it to accumulate and be added to the principal balance of such loans. If I fail to make any payment on any loan made under this Note when due, I will also pay reasonable collection costs, including but not limited to attorney's fees, court costs, and other fees. I will not sign this Note before reading it, including the writing on the reverse side, even if otherwise advised. I am entitled to an exact copy of this Note and the Borrower's Rights and Responsibilities statement. My signature certifies I have read, understand, and agree to the terms and conditions of this Note, including the Borrower Certifications and Authorizations printed above, the Notice on the reverse side, and the accompanying Borrower's Rights and Responsibilities statement.

I UNDERSTAND THAT I MAY RECEIVE ONE OR MORE LOANS UNDER THIS MASTER PROMISSORY NOTE, AND THAT I MUST REPAY SUCH LOAN(S).

15. Borrower's Signature Kim R James 16. Today's Date (Month/Day/Year) July 23 97

Additional Note Provisions follow

Direct Loans

William D. Ford Federal Direct Loan Program

U.S. Department of Education
Direct Loan Servicing Center
P.O. Box 4609
Utica, NY 13504-4609

Date: 12-19-00

U. S. Bankruptcy Court
P.O. Box 9287
Moscow, Id 83843

Attention: Clerk, U.S. Bankruptcy Court

RE: 00-21327

Account Number: 518-98-5817-1

Enclosed are three copies of our Proof of Claim for Kim R. James

Please acknowledge receipt by certifying one copy and returning it to our office. A second copy is provided for your records.

Thank you for your assistance.

Sincerely,

Linda Duncan
Manager, Loan Counseling
Direct Loan Servicing Center