

1 Brent T. Robinson, Esq.  
2 LING, NIELSEN & ROBINSON  
3 Attorneys at Law  
4 P.O. Box 396  
5 Rupert, Idaho 83350  
6 Telephone No. (208) 436-4717  
7 Facsimile No. (208) 436-6804  
8 Idaho State Bar No. 1932  
9 Attorneys for Debtors

U.S. BANKRUPTCY COURT  
DISTRICT OF IDAHO  
RUPERT, IDAHO  
DEC 15 1999

10 IN THE UNITED STATES BANKRUPTCY COURT  
11 FOR THE DISTRICT OF IDAHO

12 \* \* \* \* \*

13 IN RE: ) Case No. 99-41532  
14 )  
15 LEO "BRUCE" ROBBINS and ) ORDER CONFIRMING  
16 HEIDI ROBBINS, ) CHAPTER 12 PLAN  
17 Debtors. )

18 \* \* \* \* \*

19 Debtors' Chapter 12 Plan dated the 10th day of  
20 December, 1999, and notice of the hearing on confirmation of said  
21 plan having been transmitted to all creditors and other parties  
22 in interest as required by Bankruptcy Rule 2002(b); and, after  
23 notice and hearing thereon, the court makes the following  
24 determinations, to wit:

- 25 1. This case qualifies within a definition of family
- 26 2. Any objections previously filed have been resolved;
- 27 3. The debtors' plan for reorganization has been
- 28 proposed in good faith, and not by an means forbidden by law; and

23

LING, NIELSEN & ROBINSON

ATTORNEYS AT LAW

RUPERT, IDAHO 83350-0396

1           4. As of the effective date of the plan the value of  
2 property to be distributed under the plan on account of each  
3 allowed unsecured claim is not less than the amount that would  
4 be paid on such claim if the estate of the debtors was liquidated  
5 under Chapter 7 of this title on such date; and

6           5. It is likely that debtors will be able to make all  
7 payments required under the proposed plan, and to generally  
8 comply with all of the terms and provisions thereof; and

9           6. Debtors have fully complied with all of the terms  
10 and provisions set forth under 11 U.S.C. § 1225; and

11           7. The debtors' proposed Chapter 12 Plan identified  
12 above is amended in the following respects:

13           (A) **Section 507 Priority Claims:**

14                   **Subparagraph (4) Idaho State Tax Commission** is  
15 amended to provide that the Idaho State Tax Commission is owed  
16 the sum of \$88.28, and the amount of each monthly payment shall  
17 be \$1.47.

18           (B) **Class I Claim: Case Credit Corporation** is amended  
19 to provide that the amount of the allowed secured claim of Case  
20 Credit Corporation, including reasonable attorney's fees, is the  
21 sum of \$5,711.28, the term of repayment shall be thirty-six (36)  
22 months, and the amount of each monthly payment shall be \$184.29.

23           (D) **Class III Claim: Key Bank** is amended to include  
24 the following:

25                   Debtors and Key Bank have entered into a Stipula-  
26 tion for Treatment of Claim, a copy of which is  
27 attached hereto as Exhibit A and by reference made a  
28 part hereof and incorporated herein as though fully set  
forth. In the event the terms of the stipulation

1 conflict with the terms of the debtors' Chapter 12  
2 Plan, the terms of the stipulation shall control.

3 (C) **Class IV Claim: New Holland Credit** is amended to  
4 provide that the amount of the allowed secured claim of New  
5 Holland Credit is the sum of \$15,473.88, and the amount of each  
6 monthly payment shall be \$326.10.

7 (D) **Class VII Claim: Waterview Resolution Corporation**  
8 is amended to provide that the amount of the allowed secured  
9 claim of Waterview Resolution Corporation is the sum of  
10 \$13,385.37, and the amount of each monthly payment shall be  
11 \$284.40.

12 (E) **Proof of Claims** -- If a governmental unit files  
13 a claim or amended claim on or before March 20, 2000, the Trustee  
14 shall have the authority to amortize the claim over the term of  
15 the plan. The amount and date of the annual payment shall be  
16 established by the Trustee. If the amortized payment has a  
17 negative impact on the plan, then the debtors shall be asked to  
18 submit a modified plan to the Court.

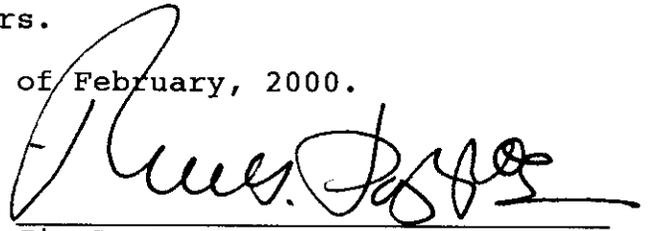
19 IT IS HEREBY ORDERED that debtors' Chapter 12 Plan  
20 dated the 10th day of December, 1999, a copy of which is attached  
21 hereto and by reference made a part hereof as though set forth  
22 fully herein, is hereby confirmed as amended.

23 IT IS FURTHER ORDERED that all rights and obligations  
24 specified in 11 U.S.C. § 1227 shall apply.

25 IT IS FURTHER ORDERED that except as otherwise provided  
26 in this Order or the debtors' Chapter 12 Plan, all property of  
27

1 the estate is vested in the debtors free and clear of any and all  
2 claims or interest of creditors.

3 DATED this 23<sup>rd</sup> day of February, 2000.



4  
5  
6 Jim D. Pappas  
United States Bankruptcy Judge

7  
8 CLERK'S CERTIFICATE OF MAILING

9 I hereby certify that on the 23 day of February,  
10 2000, I mailed a conformed, filed-stamped copy of the foregoing  
Order Confirming Chapter 12 Plan to:

11 Forrest P. Hymas  
12 Chapter 12 Trustee  
13 P. O. Box 89  
14 Jerome, ID 83338-0089

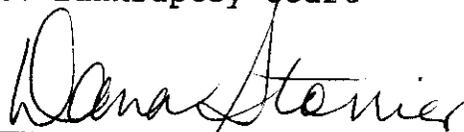
15 Louis L. Uranga, Esq.  
16 Uranga & Uranga  
17 P.O. Box 1678  
18 Boise, ID 83701-1678

19 Sheila R. Schwager  
20 Hawley Troxell Ennis & Hawley  
21 P.O. Box 1617  
22 Boise, ID 83701-1617

23 Brent T. Robinson, Esq.  
24 Ling, Nielsen & Robinson  
25 P.O. Box 396  
26 Rupert, ID 83350-0396

27 Mr. & Mrs. Bruce Robbins  
28 500 East 31 South  
Rupert, ID 83350

CAMERON S. BURKE, CLERK  
U. S. Bankruptcy Court

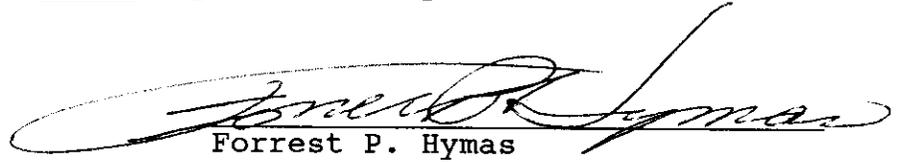
By 

Deputy Clerk

1 In Re: Leo "Bruce" Robbins and Heidi Robbins  
2 Chapter 12 Bankruptcy Case No. 99-41532

3 I, the undersigned Chapter 12 Trustee, hereby acknowl-  
4 edge that I have read the within and foregoing Order Confirming  
5 Chapter 12 Plan, and, by my signature hereon, approve the same  
6 as to form and content.

7 DATED this 16<sup>th</sup> day of February, 2000.

8 

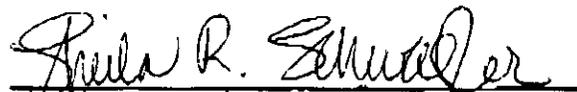
9  
10 Forrest P. Hymas  
11 Chapter 12 Trustee

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

In Re: Leo "Bruce" Robbins and Heidi Robbins  
Chapter 12 Bankruptcy Case No. 99-41532

I, the undersigned attorney for Case Credit Corporation,  
hereby acknowledge that I have read the within and foregoing  
Order Confirming Chapter 12 Plan, and, by my signature hereon,  
approve the same as to form, and content.

DATED this 22nd day of February, 2000.

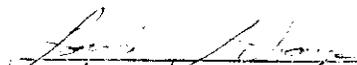
  
Sheila R. Schwager  
Attorney for Case Credit

LING, NIELSEN & ROBINSON  
ATTORNEYS AT LAW  
RUPERT, IDAHO 83450-0396

1 In Re: Leo "Bruce" Robbins and Heidi Robbins  
2 Chapter 12 Bankruptcy Case No. 99-41532

3 I, the undersigned attorney for Key Bank, hereby  
4 acknowledge that I have read the within and foregoing Order  
5 Confirming Chapter 12 Plan, and, by my signature hereon, approve  
6 the same as to form and content.

7 DATED this 16 day of February, 2000.

8  
9   
10 Louis L. Uranga  
11 Attorney for Key Bank

12 LING, NIELSEN & ROBINSON

13 ATTORNEYS AT LAW

14 RUPERT, IDAHO 83350-0396

1 Brent T. Robinson, Esq.  
2 LING, NIELSEN & ROBINSON  
3 Attorneys at Law  
4 P.O. Box 396  
5 Rupert, Idaho 83350  
6 Telephone No. (208) 436-4717  
7 Facsimile No. (208) 436-6804  
8 Idaho State Bar No. 1932

9 Attorney for Debtors

10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF IDAHO

\* \* \* \* \*

In Re:	)	Case No. 99-41532
	)	(Chapter 12)
LEO "BRUCE" ROBBINS and	)	
HEIDI ROBBINS,	)	<u>STIPULATION FOR TREATMENT</u>
	)	<u>OF CLAIM OF KEY BANK</u>
Debtors.	)	

\* \* \* \* \*

COME NOW Brent T. Robinson of the firm Ling, Nielsen & Robinson, attorney for the debtors, Leo "Bruce" Robbins and Heidi Robbins, and Leo Robbins and Barbara Robbins, creditors and cosigners on the indebtedness owed to Key Bank; and Key Bank by and through its attorney, Louis L. Uranga of the firm Uranga & Uranga, and hereby stipulate and agree as follows:

A. Debtors filed a voluntary petition for relief under Chapter 12 of the United States Bankruptcy Code on September 13, 1999.

B. Key Bank is the holder of a secured claim which has a balance owed in the amount of \$110,499.70 as of the date the

Stipulation for Treatment of Claim  
of Key Bank of Idaho - 1

*Exhibit A*

LING, NIELSEN & ROBINSON  
ATTORNEYS AT LAW  
RUPERT, IDAHO 83350-0396

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

debtors filed their petition.

C. Debtors secured said claim by granting Key Bank a lien against crops, equipment, and livestock.

D. A hearing on confirmation of debtors' Chapter 12 Plan is scheduled for January 11, 2000.

E. Prior to the hearing on confirmation debtors' and Key Bank reached an agreement for treatment of the claim of Key Bank under the terms of the debtors' plan, which terms and provisions are set forth herein and shall be incorporated into the plan in every respect.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. That all of the recitals set forth above are part of the terms of the stipulation.

2. In addition to the terms specified in the initial Chapter 12 Plan filed by the debtors, the claim of Key Bank shall include the following:

(A) That throughout the term of the debtors plan, Key Bank shall have a first position replacement lien against all of the debtors' post-petition crops, feed, and livestock.

(B) That the debtors shall increase their herd size until the number of livestock owned by the debtors exceeds 650 head on or before July 15, 2000, and thereafter debtors shall maintain a minimum herd size of 650 head.

(C) Until such time as Key Bank is paid in full,

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

debtors cash collateral account and bankruptcy farm operating account shall be maintained at Key Bank.

(D) That Leo Robbins and Barbara Robbins shall bring the interest current on the indebtedness owed to Key Bank prior to January 20, 2000, which interest is the approximate sum of \$7,000.

(D) That Leo Robbins and Barbara Robbins shall grant Key Bank a mortgage against their real estate holdings, and shall provide a balloon payment or satisfy the indebtedness owed to Key Bank on or before December 31, 2004.

(E) That upon reasonable notice being given to the debtors, Key Bank shall be entitled to conduct periodic inspections of the bank's collateral and the debtors' operation.

(F) That within fifteen (15) days of the date hereof, Leo Robbins and Barbara Robbins shall provide a financial statement to Key Bank.

(G) That upon debtors first sale of cattle in June or July of 2000, any proceeds derived from said sale which exceed the debtors' budget projection of \$18,150 shall be paid to Key Bank, and shall be applied to accrued interest on the indebtedness due and owing to Key Bank.

(H) That fifty (50) percent of any proceeds received

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

from all subsequent sales of cattle which exceed the debtors' monthly budget projection of \$18,150 shall be paid to Key Bank, and shall be applied to the indebtedness due and owing to Key Bank.

(I) In the event debtors receive more than \$34,000 from the current sale of livestock, any sum received in excess of the \$34,000 cash collateral authorized to be used by the debtors shall be paid to Key Bank and applied to the indebtedness owed by the debtors.

3. The parties hereby agree to execute any and all documents required to effectuate the terms of this stipulation.

4. As waiver by the parties of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant of condition herein contained.

DATED this 14 day of January, 2000.

LING, NIELSEN AND ROBINSON

By Brent T. Robinson  
Brent T. Robinson  
Attorneys for Debtors and  
Leo and Barbara Robbins

DATED this 7 day of January, 2000.

URANGA & URANGA

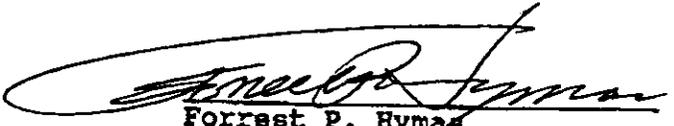
By Louis L. Uranga  
Louis L. Uranga  
Attorney for Key Bank

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

In Re: Leo "Bruce" Robbins and Heidi Robbins  
Chapter 12 Bankruptcy Case No. 99-41532

I, the undersigned Chapter 12 Trustee, hereby acknowledge that I have read the within and foregoing Stipulation for Treatment of Claim of Key Bank, and by my signature hereon do hereby approve the same as to form and content.

DATED this 14<sup>th</sup> day of January, 2000.



Forrest P. Hymas  
Chapter 12 Trustee

LING, NIELSEN & ROBINSON  
ATTORNEYS AT LAW  
BOISE, IDAHO 83720-0000

LING, NIELSEN & ROBINSON  
ATTORNEYS AT LAW  
RUPERT, IDAHO 83350-0396

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Brent T. Robinson, Esq.  
LING, NIELSEN & ROBINSON  
Attorneys at Law  
615 "H" Street  
P.O. Box 396  
Rupert, Idaho 83350-0396  
Telephone No. (208) 436-4717  
Facsimile No. (208) 436-6804  
Idaho State Bar No. 1932  
  
Attorneys for Debtors

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF IDAHO

- - - - -

In Re:	)	Case No. 99-41532
LEO "BRUCE" ROBBINS and	)	<u>CHAPTER 12 PLAN</u>
HEIDI ROBBINS,	)	
Debtors.	)	

- - - - -

LEO "BRUCE" ROBBINS and HEIDI ROBBINS, husband and wife, being the debtors herein, propose the following plan of reorganization pursuant to Chapter 12 of the Bankruptcy Code:

ARTICLE I

Definitions

For the purposes of the Plan, the following terms shall have the respective meanings hereinafter set forth (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

"Allowed claim" shall mean a claim in respect of which a proof of claim has been filed with the Bankruptcy Court within

1  
2 the applicable period of limitation and with respect to which no  
3 objection to the allowance thereof has been interposed within the  
4 applicable period of limitation, or as to which such objection  
5 has been determined by an order or judgment which is no longer  
6 subject to appeal and as to which no appeal is pending.

7 "Allowed priority claim" shall mean the portion of an  
8 allowed claim entitled to priority under 11 USC §507.

9 "Allowed secured claim" shall mean an allowed claim  
10 which is secured by a lien on property of the debtor or a vendor  
11 on a real estate contract to the extent of the value of the  
12 interest of the holder of such allowed claim in such property of  
13 the debtor as determined by the court pursuant to 11 USC §506(a).

14 "Bankruptcy Court" shall mean the United States Bank-  
15 ruptcy Court for the District of Idaho having jurisdiction over  
16 this case.

17 "Chapter 12" shall mean Chapter 12 of the Bankruptcy  
18 Code.

19 "Claim" shall mean any right to payment, or right to  
20 an equitable remedy for breach of performance, if such breach  
21 gives rise to a right to payment, against debtor in existence on  
22 or as of the petition date, whether or not such right to payment  
23 or right to an equitable remedy is reduced to judgment,  
24 liquidated, unliquidated, fixed, contingent, matured, unmatured,  
25 disputed, undisputed, legal, secured or unsecured.

26 "Claimant" shall mean the holder of an allowed claim.

27 "Code" shall mean the United States Bankruptcy Code,  
28 11 USC §101 Et seq., and any amendments thereof.

1  
2 "Date of confirmation" shall mean the date of the entry  
3 of an order of the Bankruptcy Court confirming the Plan in  
4 accordance with the provisions of Chapter 12 of the Code.

5 "Debtor" shall mean Leo "Bruce" Robbins, aka Bruce  
6 Robbins, and Heidi Robbins, husband and wife, the debtors in this  
7 Chapter 12 case.

8 "Petition date" shall mean September 13, 1999.

9 "Plan" shall mean this Chapter 12 Plan and any duly  
10 authorized amendments hereto or modifications hereof.

11 "Unsecured claim" shall mean an allowed claim of a  
12 creditor which is not secured by a lien on property in which the  
13 estate has an interest. To the extent that the allowed claim of  
14 a creditor secured by a lien on property in which the estate has  
15 an interest exceeds the value of the creditor's interest and the  
16 estate's interest in such property (or the amount subject to  
17 setoff), the allowed claim is an unsecured claim.

## 18 ARTICLE II

### 19 Classifications of Claims

20 The claims are classified as follows:

21 A. Section 507 Priority Claims

22 (1) Attorney's Fees

23 (2) David Bateman

24 (3) Internal Revenue Service

25 (4) Idaho State Tax Commission

26 B. Class I: Case Credit Corporation

27 C. Class II: D. L. Evans Bank

28 D. Class III: Key Bank

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

- E. Class IV: New Holland Credit
- F. Class V: Republic Leasing Company
- G. Class VI: Textron Financial Corporation
- H. Class VII: Waterview Resolution Corporation
- I. Class VIII: Lola Nelson
- J. Class IX: Leo Robbins
- K. Class X: Unsecured Creditors

ARTICLE III

Treatment of Claims and Interests

A. Section 507 Priority Claims.

The administrative expenses of the debtors' Chapter 12 case allowed pursuant to § 503(b) of the Code, and each allowed claim entitled to priority pursuant to § 507(a)(7) of the Code, shall be paid in full as follows:

(1) Attorney's Fees

The costs and expenses incurred in the administration of this proceeding are to be borne by the debtors and are to be paid in cash on the date of distribution of this plan. As to the allowance to counsel for the debtors for services rendered to date, as well as for services to be rendered, the debtors and their counsel have agreed to leave the same to the discretion of the Court. Upon confirmation of the debtors' plan, counsel will apply to the Court for costs incurred and fees to which he deems himself entitled based upon his time and hourly charges.

To date, the law firm of Ling, Nielsen & Robinson has been paid the sum of \$7,000. Of that amount \$1,230 was applied to pre-petition fees and costs, and the balance of \$5,770 is

1 being held in trust with the understanding that said sum will be  
2 applied to post-petition fees and costs incurred in this proceed-  
3 ing, but only after Court approval has been obtained.

4 (2) David Bateman

5 Debtors owe David Bateman the sum of \$4,000 for wages  
6 earned but not received. Of that amount \$2,000 constitutes a  
7 priority claim which shall be paid in twenty-four (24) equal  
8 monthly payments of \$83.33 each. The first payment shall be made  
9 on the 20th day of July, 2000, with subsequent payments to be  
10 made on the 20th day of each and every month thereafter until the  
11 sum of \$2,000 is paid in full.

12 (3) Internal Revenue Service

13 Debtors owe the Internal Revenue Service the sum of  
14 \$188.55 for 1998 Form 943 taxes. Said sum shall be paid in  
15 thirty-six (36) equal monthly payments of \$5.24 each. The first  
16 payment shall be made on the 20th day of July, 2000, with  
17 subsequent payments to be made on the 20th day of each and every  
18 month thereafter until the sum of \$188.55 is paid in full. In  
19 addition, debtors shall remain current in the payment of all  
20 post-petition tax liabilities.

21 (4) Idaho State Tax Commission

22 Debtors owe the Idaho State Tax Commission the sum of  
23 \$607.28 for 1998 and 1999 employee withholding taxes. Said sum  
24 shall be paid in thirty-six (36) equal monthly payments of \$16.90  
25 each. The first payment shall be made on the 20th day of July,  
26 2000, with subsequent payments to be made on the 20th day of each  
27 and every month thereafter until the sum of \$607.28 is paid in

1 full. In addition, debtors shall remain current in the payment  
2 of all post-petition tax liabilities.

3 Section 507 priority payments shall be paid to the  
4 Chapter 12 trustee who shall disburse such payments to the  
5 holders of these claims in accordance with the terms hereof.

6 **B. Class I Claim: Case Credit Corporation**

7 Case Credit Corporation is owed the sum of \$4,411.28  
8 as of June 20, 1999, which is less than the value of the 1982  
9 Case 2390 tractor which is collateral for the obligation. Said  
10 sum together with interest thereon at the rate of ten (10)  
11 percent per annum from June 20, 1999, shall be paid in sixty (60)  
12 monthly payments of \$93.73 each. The first payment shall be made  
13 on the 20th day of July, 2000, with subsequent payments to be  
14 made on the 20th day of each and every month thereafter until the  
15 sum of \$4,411.28 together with interest thereon is paid in full.  
16 Case Credit Corporation shall retain its lien against the Case  
17 2390 tractor until fully paid as provided herein.

18 **C. Class II Claim: D. L. Evans Bank**

19 The allowed secured claim of D. L. Evans Bank is the  
20 sum of \$14,011.11 as of June 20, 1999, which is the approximate  
21 value of the 1993 Chevrolet suburban which is collateral for the  
22 obligation. Said sum together with interest thereon at the rate  
23 of ten (10) percent per annum from June 20, 1999, shall be paid  
24 in sixty (60) monthly payments of \$297.70 each. The first pay-  
25 ment shall be made on the 20th day of July, 2000, with subsequent  
26 payments to be made on the 20th day of each and every month  
27 thereafter until the sum of \$14,011.11 together with interest

1 thereon is paid in full. D. L. Evans shall retain its lien  
2 against the 1993 Chevrolet suburban until fully paid as provided  
3 herein.

4 **D. Class III Claim: Key Bank**

5 Key Bank has a lien against crops and livestock to  
6 secure payment of an indebtedness owed in the approximate sum of  
7 \$117,500 as of June 20, 1999. Said obligation was co-signed by  
8 Leo Robbins and Barbara Robbins, who shall grant Key Bank a  
9 mortgage against real property owned by them, which mortgage  
10 shall be in addition to Key Bank's present collateral. The  
11 aforesaid sum of approximately \$117,500 together with interest  
12 thereon at the rate of ten (10) percent per annum from June 20,  
13 1999, shall be paid in seventy (70) equal monthly payments of  
14 approximately \$1,405 each, and then the balance owed shall be  
15 paid in full. The first payment shall be made on the 20th day  
16 of July, 2000, with subsequent payments to be made on the 20th  
17 day of each and every month thereafter until the 20th July, 2006,  
18 at which time the entire balance then due and owing together with  
19 interest thereon shall be paid in full. Key Bank shall retain  
20 its lien rights until fully paid as provided herein.

21 **E. Class IV Claim: New Holland Credit**

22 The allowed secured claim of this class is the aggre-  
23 gate sum of \$18,729.70 as of June 20, 1999, which represents the  
24 value of the 1995 New Holland corn chopper which is collateral  
25 for the obligation. Said sum together with interest thereon at  
26 the rate of ten (10) percent per annum shall be paid in sixty  
27 (60) equal monthly payments of \$397.95 each. The first payment

1 shall be made on the 20th day of July, 2000, with subsequent  
2 payments to be made on the 20th day of each and every month  
3 thereafter until the sum of \$18,729.70 together with interest  
4 thereon is paid in full. New Holland Credit shall retain its  
5 lien against the New Holland corn chopper until fully paid as  
6 provided herein.

7 **F. Class V Claim: Republic Leasing Co.**

8 Debtors entered into an agreement with Republic Leasing  
9 Co. for the lease-purchase of two (2) Gifford Hill pivots, valued  
10 at approximately \$6,000, which is less than the amount of the  
11 obligation owed.

12 Upon confirmation, said lease shall be converted to a  
13 sale with a value of \$6,000. The sum of \$6,000 together with  
14 interest at the rate of ten (10) percent per annum shall be paid  
15 in sixty (60) equal monthly payments of \$134 each. The first  
16 payment shall be made on or before the 20th day of July, 2000,  
17 with subsequent payments to be made on or before the 20th day of  
18 each and every month thereafter until this sum is paid in full.  
19 Republic Leasing Co. shall retain its lien rights as a security  
20 interest until the principal sum of \$6,000 together with interest  
21 thereon at the rate of ten (10) percent per annum from the date  
22 of confirmation is paid in full.

23 **G. Class VI Claim: Textron Financial Corporation**

24 The allowed secured claim of this class is the aggregate  
25 sum of \$14,924.93 as of June 20, 1999, which represents the  
26 value of the 1987 Heston 4800 baler which is collateral for the  
27 obligation. Said sum together with interest thereon at the rate

1 of ten (10) percent per annum from June 20, 1999, shall be paid  
2 in sixty (60) equal monthly payments of \$249.38 each. The first  
3 payment shall be made on the 20th day of July, 2000, with  
4 subsequent payments to be made on the 20th day of each and every  
5 month thereafter until the sum of \$14,924.93 together with  
6 interest thereon is paid in full. Textron Financial Corporation  
7 shall retain its lien against the Heston 4800 baler until fully  
8 paid as provided herein.

9 **H. Class VII Claim: Waterview Resolution Corporation**

10 The allowed secured claim of this class is the aggre-  
11 gate sum of \$15,924.76 as of June 20, 1999, which is less than  
12 the value of the 1993 MacDon 9000 swather which is collateral for  
13 the obligation. Said sum together with interest thereon at the  
14 rate of ten (10) percent per annum from June 20, 1999, shall be  
15 paid in sixty (60) equal monthly payments of \$338.35 each. The  
16 first payment shall be made on the 20th day of July, 2000, with  
17 subsequent payments to be made on the 20th day of each and every  
18 month thereafter until the sum of \$15,924.76 together with  
19 interest thereon is paid in full. Waterview Resolution Corpora-  
20 tion shall retain its lien against the MacDon 9000 swather until  
21 fully paid as provided herein.

22 **I. Class VIII Claim: Lola Nelson**

23 Debtors entered into a year-to-year renewable Farm  
24 Lease with Lola Nelson, which debtors desire to renew. Said  
25 lease requires a payment of \$6,000 per year. The sum of \$6,000  
26 shall be paid in twelve (12) equal monthly payments of \$500 each.  
27 The first payment shall be made on the 20th day of July, 2000,

1 with subsequent payments to be made on the 20th day of each and  
2 every month thereafter until the sum of \$6,000 is paid in full.  
3 Said payments shall be paid directly by the debtors as part of  
4 their operating expenses.

5 **J. Class IX Claim: Leo Robbins:**

6 Debtors entered into a year-to-year renewable Farm  
7 Lease with Leo Robbins, which debtors desire to renew. Said  
8 lease requires a payment of \$24,000 per year. The sum of \$24,000  
9 shall be paid in twelve (12) equal monthly payments of \$2,000  
10 each. The first payment shall be made on the 20th day of July,  
11 2000, with subsequent payments to be made on the 20th day of each  
12 and every month thereafter until the sum of \$24,000 is paid in  
13 full. Said payments shall be paid directly by the debtors as  
14 part of their operating expenses.

15 **K. Class X Claim: Unsecured Creditors**

16 This class includes unsecured creditors listed in the  
17 petition and any creditor that has become unsecured as a result  
18 of value determinations being made as to real and personal  
19 property. Any liens against real or personal property not pre-  
20 viously mentioned shall mean that said liens are avoided for  
21 reason there is not sufficient value in the property for said  
22 claim to be treated as a secured claim. Debtors shall pay to the  
23 trustee the sum of \$200 per month for a period of thirty-six (36)  
24 months. Disbursements to unsecured creditors shall be made on  
25 a pro rata basis at the discretion of the trustee from the sum  
26 of \$200 deposited monthly. Said sum shall be paid to the trustee  
27 on or before the 20th day of each month commencing July 20, 2000.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

## ARTICLE IV

### Vesting

Except as provided in § 1228(a) of Title 11, United States Code, and except as provided in this Plan or the order confirming this Plan, the property of the estate is vested in the debtor free and clear of the claim or interest of any creditor provided for by this Plan pursuant to § 1227(b) of Title 11, United States Code. This Plan shall deal with all the debtor's property, including, without limitations, all of the debtor's tangible, real or personal or intangible property of whatsoever character.

## ARTICLE V

### Term of the Plan

The term of the Plan shall be three (3) years or until such time as thirty-six (36) monthly payments have been made.

## ARTICLE VI

### Chapter 12 Trustee

All payments shall be made by the trustee except as otherwise indicated. The amount of the trustee fee shall be in accordance with §1202(d) of the Bankruptcy Code.

The debtor shall be required to submit monthly or annual reports to the Chapter 12 trustee as required by local court rules.

The debtors are required to turn over to the trustee any and all income tax refunds which the debtors are entitled to receive during the term of the plan.

## ARTICLE VII

Creditors Position Synopsis

- 1  
2  
3
- 4 (1) **Case Credit Corporation**  
 5 Collateral: 1982 Case 2390 tractor  
 6 Position: first  
 7 Value: \$ 12,000.00  
 8 Debt: \$ 4,411.28  
 9 Secured: \$ 4,411.28  
 10 Unsecured: \$ .00
- 11 (2) **D. L. Evans Bank**  
 12 Collateral: 1993 Chevrolet suburban  
 13 Position: first  
 14 Value: \$ 14,000.00  
 15 Debt: \$ 14,011.11  
 16 Secured: \$ 14,011.11  
 17 Unsecured: \$ .00
- 18 (3) **Key Bank**  
 19 Collateral: crops and livestock  
 20 Position: first  
 21 Value: \$ 150,000.00  
 22 Debt: \$ 117,500.00  
 23 Secured: \$ 117,500.00  
 24 Unsecured: \$ .00
- 25 (4) **New Holland Credit**  
 26 Collateral: 1995 New Holland corn chopper  
 27 Position: first  
 28 Value: \$ 18,000.00  
 Debt: \$ 18,729.70  
 Secured: \$ 18,000.00  
 Unsecured: \$ 729.70
- (5) **Republic Leasing Co.**  
 Collateral: (2) Gifford Hill pivots  
 Position: first  
 Value: \$ 6,000.00  
 Debt: \$ 11,807.13  
 Secured: \$ 6,000.00  
 Unsecured: \$ 5,807.13
- (6) **Textron Financial Corporation**  
 Collateral: 1987 Heston 4800 baler  
 Position: first  
 Value: \$ 15,000.00  
 Debt: \$ 14,924.93  
 Secured: \$ 14,924.93  
 Unsecured: \$ .00

1  
2 (7) Waterview Resolution Corporation  
3 Collateral: 1993 MacDon 9000 swather  
4 Position: first  
5 Value: \$ 20,000.00  
6 Debt: \$ 15,924.76  
7 Secured: \$ 15,924.76  
8 Unsecured: \$ .00

9 ARTICLE VIII

10 Effective Date of Plan

11 The effective date of this Plan shall be the date that  
12 the order confirming the Plan is non-appealable.

13 ARTICLE IX

14 Means for Execution and Implementation of Plan

15 Implementation of plan will primarily come from the  
16 proceeds from the farm. The following cash flow statement is  
17 submitted to show repayment. The income and expenses are the  
18 anticipated monthly income and expenses during the term of the  
19 Plan.

20	<u>INCOME</u>		<u>APPROXIMATE</u>
21			<u>AMOUNT</u>
22	Livestock sales	60 head	
23		550 lb. avg. @ \$.55	\$ 18,150.00
24	<u>EXPENSES</u>		
25	Calf purchases		\$ 1,600.00
26	2-month baby calf expense		250.00
27	Gasoline, fuel, oil and license		370.00
28	Insurance		320.00
29	Labor hired		300.00
30	Farm rent		2,500.00
31	Repairs, maintenance		200.00
32	Seed		560.00
33	Chemicals and fertilizer		900.00
34	Supplies		200.00
35	Veterinary and medicine		400.00
36	Personal real estate taxes		200.00
37	Water		400.00
38	Utilities		300.00
39	Miscellaneous		<u>2,500.00</u>
40		Subtotal expenses:	\$ <u>11,000.00</u>

1 Family living  
2 Total expenses: \$ 2,500.00  
3 \$ 13,500.00

4 Total income: \$18,150.00  
5 LESS expenses 13,500.00  
6 Available to fund plan \$ 4,650.00

7 During the term of this plan debtors shall turnover to  
8 the Chapter 12 Trustee any and all disposable income pursuant to  
9 11 USC § 1225(b)(1)(B).

10 ARTICLE XI

11 Debt Service Per Plan on Monthly Basis

12	Section 507 Priority Claims	105.47
13	(1) Attorney's Fees	.00
14	(2) David Bateman	83.33
15	(3) Internal Revenue Service	5.24
16	(4) Idaho State Tax Commission	16.90
17	CLASS 1 Case Credit Corporation	93.73
18	CLASS 2 D. L. Evans Bank	297.70
19	CLASS 3 Key Bank	1,405.00
20	CLASS 4 New Holland Credit	397.95
21	CLASS 5 Republic Leasing	134.00
22	CLASS 6 Textron Financial	249.38
23	CLASS 7 Waterview Resolution	338.35
24	CLASS 8 Lola Nelson	.00
25	(paid as part of operating expenses)	
26	CLASS 9 Leo Robbins	.00
27	(paid as part of operating expenses)	
28	CLASS 10 Unsecured Creditors	<u>200.00</u>
	Total:	\$ 3,310.15

29 Subject to Trustee Fee: \$ 3,310.15  
30 Trustee fee @ 6% 200.00  
31 Total deposit with Trustee: \$ 3,510.15

1  
2 Money available \$ 4,650.00  
3 Debt service 3,510.15  
4 MARGIN \$ 1,139.85

5 That the purpose of said margin is to pay unforeseen  
6 expenses that may arise as a result of the operation of the farm.  
7 All disposable income not used for the farming operation shall  
8 be paid to the trustee and the trustee may, at its discretion,  
9 use said disposable income for purposes of making additional  
10 payments to unsecured creditors during the term of the plan.

11 ARTICLE XII

12 Use of Cash Collateral

13 Where a creditor pursuant to this Plan or Order  
14 Confirming Plan retains a lien on cash collateral, which is  
15 defined by 11 U.S.C. 363(a), then the debtors may continue to use  
16 that cash collateral in the farming operation provided the plan  
17 payments stated above are current. The right to use cash  
18 collateral shall terminate if debtors do not make the payments  
19 stated above and such continued use shall only be allowed when  
20 the payments are brought current.

21 ARTICLE XIII

22 Yearly Farm Budget

23 The debtors shall file with the Court and Chapter 12  
24 trustee a yearly budget for their farming operation using the  
25 form provided by the trustee. The budget shall be submitted on  
26 or before February 1 of each year during the term of this plan.

27 ARTICLE XIV

28 Compliance with Chapter 12

This Plan complies with the provisions of Chapter 12

LING, NIELSEN & ROBINSON  
ATTORNEYS AT LAW  
RUPERT, IDAHO 83350-0396

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

and all other applicable provisions of Title 11 of the United States Code. Any fee, charge or amount required to be paid under Chapter 12 of Title 28, or by the Plan, to be paid before confirmation, has or will be paid prior to confirmation. The Plan has been proposed in good faith and not by any means forbidden by law.

I declare under penalty of perjury that the foregoing statements in this Chapter 12 Plan are be true and correct to the best of my knowledge, information, and belief.

DATED This 10<sup>th</sup> day of December, 1999.

Bruce Robbins  
Leo "Bruce" Robbins

Heidi Robbins  
Heidi Robbins