

PARSONS, SMITH & STONE, LLP
LAWYERS
BURLEY, IDAHO

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RCPT # 21405

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF IDAHO

In Re:)	Case No. <u>99-41532</u>
)	Chapter 12
)	
LEO BRUCE ROBBINS)	
HEIDI SUE ROBBINS,)	<u>MOTION FOR RELIEF FROM</u>
)	<u>AUTOMATIC STAY</u>
Debtors.)	
)	

COMES NOW D.L. Evans Bank, (Claimant) pursuant to 11 U.S.C.
362(d) Bankruptcy Rule 4001 and Local Bankruptcy 4001.2 and
alleges as follows:
1. That the Debtor(s), Leo Bruce Robbins and Heidi Robbins,
are indebted to Claimant upon a note dated August 10, 1996,
whereby said Debtor(s) promised to pay to the order of the
Claimant the total of \$20,981.00 plus interest. A copy of said
note is attached hereto as Exhibit "A" and is incorporated herein

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1 in full by this reference.

2 2. That as security for said indebtedness, the Claimant
3 claims a lien upon the following described property:

4 1. 1993 Chevy Suburban VIN#1GNFK16K8PJ323002

5 (See Exhibit "B" which is attached hereto and by this
6 reference made a part of).

7 3. The Claimant's lien and security interest in said
8 property is evidenced by the exhibits which are attached hereto
9 and incorporated herein full by this reference.

10 4. That Debtor(s) filed their Chapter 12 Petition under the
11 provisions of the applicable bankruptcy code on or about
12 September 13, 1999.

13 5. On February 23, 2000, an Order Confirming Chapter 12
14 Plan was entered. Pursuant to the Order, Debtors were to pay
15 Claimant \$14,011.11 with interest at 10% per annum by making
16 monthly payments of \$297.70.

17 5. That Debtor(s) are in default under the terms and
18 conditions of the note(s), incorporated as part of the Chapter 12
19 Plan as stated above, and owe \$8,390.93 as of February 5, 2003.
20 Debtor(s) last paid on December 31, 2002.

21 6. That Claimant alleges and believes that the present fair
22 market value of the property is below \$5,650.00 based on:
23 N.A.D.A.

24 7. The Claimant alleges that the present fair market value
25
26

1 of this collateral may not exceed the sums due Claimant and other
2 liens against the property above described, including that of
3 Claimant and of Debtor(s)' exemptions, although the exemption
4 provision is not an issue herein.

5 8. That Claimant alleges the estate of Debtor(s) has no
6 interest in the property as the Chapter 12 Order vested the
7 property back to the Debtors.

8 9. That Claimant alleges the above described property is
9 not necessary to an effective reorganization of Debtor(s).

10 10. That Claimant does not have and has not been offered
11 adequate protection for its liens and security interest in said
12 property, and if Claimant is not permitted to foreclose its
13 security interest in the collateral, Claimant will suffer
14 irrefutable injury, loss and damage.

15 WHEREFORE, Claimant moves the court to issue and order
16 against the Debtor(s), the Trustee and parties in interest as
17 follows:
18

19 1. Removing the stay of 11 U.S.C. 362 as against Claimant
20 and authorizing said Claimant to immediately pursue its remedies
21 against said property by foreclosing upon or reclaiming the same
22 pursuant to the provisions of its note and applicable local law.

23 2. In the alternative Claimant prays for an order of this
24 court adequately protecting Claimant's lien on the collateral in
25 the form of cash payments to Claimant, additional liens on other
26

1 unencumbered property of Debtor(s) or imposing such other
2 restrictions on Debtor(s)' use of collateral as will provide
3 Claimant with the indubitable equivalent of its interest and
4 property.

5 DATED this 6 day of Feb., 2003.

6
7 PARSONS, SMITH & STONE, LLP

8 
9 _____
10 Lance A. Loveland
11 Attorney for D.L. Evans Bank
12 P.O. Box 910
13 Burley, ID 83318

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You agree to purchase the property described below according to the following terms including those on the schedule tabs:
 (FIXED RATE) OR (VARIABLE RATE) The fixed rate of 10.50 per year until paid in full
 (VARIABLE RATE) The fixed rate of 7.75 per year until paid in full
 The above rate is checked above. This interest rate in effect on this contract may change (as often as) once a year if a change in the (base rate) and an increase in the interest rate will occur on the 15th day of the following month.
 You will pay the total amount due as required (subject to change if marked "variable rate" above):
 \$ 20981.00 in 72 installments of \$ 398.77 each, beginning SEP 24 1998 and continuing on the same day of each MONTH thereafter until paid in full.
 (Other) _____
 You agree to pay a minimum finance charge of \$ N/A if you do not pay the contract in full before we have notified that such is the case.
 LATE CHARGE: You agree to pay a late charge of 5% of the unpaid balance of an installment of \$5.00, whichever is greater, if the installment is not paid in full within 15 days after it is due.
 SECURITY: You give us a purchase money security interest in the property described below, including all accessories, attachments, accessories, equipment and all proceeds from the property. WARRANTY INFORMATION IS SUPPLIED TO YOU SEPARATELY.
 YEAR: 93 MODEL: SUBURBAN BODY TYPE: 4X4 UTILITY LICENSE NO.: YEAR SEPAR. NO.: 16NFK1GKPJ323000

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL SALE PRICE
10.50	\$ 7510.84	\$ 20981.00	\$ 28491.84	\$ 2500.00 \$ 30991.84
Number of Payments		Amount of Payments	MONTHLY BEGINNING 09/24/98	
72		\$ 398.77		

Variable Rate. The annual percentage rate may increase during the term of this transaction if:
 - Any increase will end the term of _____
 - If the rate increases by _____ % or more, the rate will increase to _____ and may not increase more than _____ % each year.
 - This rate may not increase more often than once a _____ and may not go above _____ %.
 Security: You are giving a security interest in the goods of property being purchased.
 LATE CHARGE: You will be charged 5% of the unpaid amount of an installment, or \$5.00, whichever is greater, if the installment is not paid in full within 15 days after it is due.
 Prepayment: If you pay off this contract early, you may receive a refund of the finance charge and pay a prepayment penalty of \$ 8.00.
 You can see your contract documents for any warranty information and other important information.

CREDIT INSURANCE
 Credit life insurance and credit disability insurance are not required to obtain credit and will not be provided unless you sign and agree to pay the additional cost.

Type	Product	Term
Credit Life	N/A	N/A
Credit Disability	N/A	N/A
Joint Credit Life	N/A	N/A

You do do not want credit life insurance.
 You do do not want credit disability insurance.
 You do do not want joint credit life insurance.

ITEMIZATION OF AMOUNT FINANCED

1. Cash Price (including Sales Tax)	\$ 21060.00
2. Down Payment Computation	
Description of Trade-in:	
(a) Gross Trade-in Allowance	\$ N/A
(b) Pay-Off (if any)	\$ N/A
(c) Net Trade-in (a minus b)	\$ N/A
(d) Cash Down Payment	\$ 3500.00
(e) Total Down Payment (c plus d)	\$ 3500.00
3. Unpaid Balance of Cash Price (1 minus 2(e))	\$ 18560.00
4. Other Charges:	
(a) To Insurance Companies	\$ N/A
(b) To Public Officials	\$ 1061.00
(c) _____	\$ N/A
(d) _____	\$ 1360.00
5. Subtotal (3 plus 4(a) through 4(d))	\$ 20981.00
6. Prepaid Finance Charges	\$ N/A
7. Amount Financed (5 minus 6)	\$ 20981.00

PROPERTY INSURANCE
 You may obtain property insurance from someone that is acceptable to us if you get the insurance from or through us you will pay \$ N/A for N/A of coverage.
 The property insurance premium is calculated as follows:
 Fire-Train and Combined Auto Coverage \$ N/A
 \$ N/A Deductible Comprehensive Cov. \$ N/A
 \$ N/A Deductible Collision Coverage \$ N/A

The above insurance does not include liability insurance coverage for bodily injury and property damage unless such insurance is specifically described above.

NOTICE TO BUYER (1) Do not sign this contract before you read it or if it contains any blank spaces. (2) You are entitled to be exact copy of the contract you sign. (3) Read the fine print. (4) The contract contains a partial release of the finance charge. (5) This contract shall become effective only when signed and executed by the buyer and seller, and shall apply to and inure to the benefit of the heirs, executors, administrators, successors and assigns of both parties to this contract.

ASSIGNMENT
 Buyer assigns this contract on AUG 10 1998 to D.L. EVANS OF CENTER in accordance with the terms of the assignment appearing on the reverse side. The assignment is:
 Without Recourse With Recourse Subject to a Separate Agreement (Other) _____
ROMANUS WILSON The BUYER
 Vehicle Title Copy - Original, County Record Copy - Buyer's Assignment Copy, Pink Title Copy - Buyer's Copy, Lanesman Fourth Copy - Buyer's Copy

BUYER ACKNOWLEDGES RECEIPT OF A COPY OF THE RETAIL INSTALLMENT CONTRACT
 1. Signed D.L. Evans Buyer
 2. Signed _____ Buyer
 YOU ALSO AGREE TO THE TERMS ON THE REVERSE SIDE OF THIS CONTRACT.
 Signed _____ For Seller
 Date _____
 Pink Title Copy - Buyer's Copy, Lanesman Fourth Copy - Buyer's Copy

EXHIBIT "A"

IDAHO CERTIFICATE OF TITLE

VEHICLE IDENTIFICATION NUMBER 1GNFK16K8PJ323092		YEAR 1993	MAKE CHEV	MODEL LL	TYPE TRK	DRIVE SUB	AXLES 4WD
2ND VEHICLE IDENTIFICATION NUMBER		ODOMETER READING 76422 ACTUAL		DATE 109/10/1996			
TITLE NUMBER A92420881	PRINT DATE 08/29/1996	WEIGHT	LENGTH	WIDTH	HULL	HORSEPOWER	PROPULSION
OWNER'S NAME AND ADDRESS ROBBINS, BRUCE OR ROBBINS, WEIDI 500 E 31 S RUPERT, ID 83350						OTHER PERTINENT DATA	

Federal and state law requires that you state the mileage in conjunction with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

Assignment of Title	
1 ODOMETER READING - Amount if actual unless indicating otherwise. (NO TENTHS) 76422 DATE 10/10/96 <input type="checkbox"/> in excess of mechanical limits <input type="checkbox"/> subject <input type="checkbox"/> not actual - Warning, Odometer Discrepancy <input type="checkbox"/> no change	8 PURCHASER'S PRINTED NAME(S) 9 ADDRESS 7 CITY STATE ZIP
2 DATE SOLD: _____ SELLING PRICE: _____	6 PURCHASER'S REPRESENTATIVE'S SIGNATURE: A X B X 2nd PURCHASER'S REPRESENTATIVE'S SIGNATURE or representative's printed name:
3 SELLER'S/REPRESENTATIVE'S PRINTED NAME(S)	4 I certify, to the best of my knowledge, that the odometer reading reflects the actual mileage, unless otherwise indicated. I have hereby released my interest in the property ownership to the named purchaser. SELLER'S/REPRESENTATIVE'S SIGNATURE: A X B X

FIRST LIEN D L EVANS BANK PO BOX 1188 BURLEY, ID 83318 RECORDED 08/15/1996 13:19	SECOND LIEN 10 SIGNATURE RELEASING LIEN DATE X 11 NEW LIEN HOLDER'S NAME 12 ADDRESS 13 CITY STATE ZIP
9 SIGNATURE RELEASING LIEN DATE X	

Alterations May Void This Document

AUDIT NO **02585086**

EXHIBIT "B"

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FOR THE DISTRICT OF IDAHO

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LEO BRUCE ROBBINS)
HEIDI SUE ROBBINS,)
)
Debtors.)
)
)

Case No. 99-41532
Chapter 12

CERTIFICATE OF MAILING

I, Lance A. Loveland, attorney of record for D.L. Evans Bank, hereby certify that I caused to be served a true and correct copy of the attached Notice of Appearance with Request for Inclusion on Mailing Matrix, Motion for Relief from Automatic Stay, Notice of Motion for Relief from Automatic Stay and this Certificate of Mailing:

Leo Bruce & Heidi Robbins
500 E 31 S
Rupert ID 83350

<input checked="" type="checkbox"/>	U.S. Mail
<input type="checkbox"/>	Hand Delivery
<input type="checkbox"/>	Overnight Mail
<input type="checkbox"/>	Telecopy

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Forrest P. Hymas
PO Box 89
Jerome ID 83338

U.S. Mail
 Hand Delivery
 Overnight Mail
 Telecopy

US Trustee
PO Box 110
Boise ID 83701

U.S. Mail
 Hand Delivery
 Overnight Mail
 Telecopy

Brent Robinson
PO Box 396
Rupert ID 83350

U.S. Mail
 Hand Delivery
 Overnight Mail
 Telecopy

DATED this 7th day of Feb., 2003.


Lance A. Loveland