

UNITED STATES BANKRUPTCY COURT
DISTRICT OF IDAHO (TWIN FALLS)

PROOF OF CLAIM

Name of Debtor
Clinton Patrick Hinton
Holly Kay Hinton

Case Number
99-41638 - 13

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):
Norwest Financial
Name and Address where notices should be sent:

Norwest Financial
Acct#: 76372071
822 Blue Lakes Blvd. North
Twin Falls, ID 83301

- 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

Telephone Number:

Account or other number by which creditor identifies debtor:
76372071

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

1. Basis for Claim

- Goods sold
- Services performed
- Money loaned
- Personal injury/wrongful death
- Taxes
- Other

- Retiree benefits as defined in 11 U.S.C. §1114(a)
- Wages, salaries, and compensation (fill out below)
Your SS #: _____
Unpaid compensation for services performed from _____ to _____
(date) (date)

2. Date debt was incurred:

8/4/98

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed:

\$ 1134.75

If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below.

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

5. Secured Claim.

Check this box if your claim is secured by collateral (including a right of setoff).

Brief Description of Collateral:

- Real Estate Motor Vehicle
- Other *Purchase Money Security Int (Furniture)*

Value of Collateral: \$ 1134.75

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

6. Unsecured Priority Claim.

- Check this box if you have an unsecured priority claim
Amount entitled to priority \$ _____
Specify the priority of the claim:
- Wages, salaries, or commissions (up to \$4,300)* earned within 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 \$ 1,950* 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 owed to 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 4/1/01 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

7. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.

8. Supporting Documents: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.

9. Date-Stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

Date
10-27-99

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):
David W Dickerson DAVID W DICKERSON Manager

14
10-27-99
10:18 PM
CLERK

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.

Chapter 12 and 13 claims, along with any supporting must be filed in duplicate.

Notice: Please provide requested information on co-applicant if answer is "yes" to one or both of the following questions:

1. Will co-applicant sign the contract or use this account? Yes No 2. Is applicant relying on co-applicant's income for repayment? Yes No

Application

| | | | | | | | | | |
|---|--|---|--------------------------------------|--------------------------------------|-----------------|-------------------------|---|---------------|--------------------------|
| For Dealer Use Only | | Dealer 6037 | 0000 | Dealer number 313 | Store | ch | <input type="checkbox"/> 1 - Renting <input checked="" type="checkbox"/> 2 - Buying | Cost | Value |
| First name - applicant Clinton | | Initial Pat | Last name Hinton | | | | <input type="checkbox"/> 3 - Own <input type="checkbox"/> 4 - Buying mbl. home | \$ | \$ |
| First name - co-applicant Holly | | Initial K | Last name Hinton | | | | Mortgage company/landlord Meritage | Balance \$ | Payment/rent \$900.00 |
| Social Security number - applicant 518-96-2753 | Social Security number - co-applicant 518-98-2424 | Marital Status - If purchase is of services only, purchaser does not need to indicate marital status. <input type="checkbox"/> 1-Married <input type="checkbox"/> 2-Unmarried <input type="checkbox"/> 3-Separated | | Auto - 1 1993 Chevy | | Model | Clear <input type="checkbox"/> Not | | |
| Phone number 324-4827 | Birthdate - applicant 3-17-64 | Birthdate - co-applicant 12-8-65 | Number of dependents (except spouse) | | Auto - 2 | Model | Clear <input type="checkbox"/> Not | | |
| Present address - Street, box, RR 1006 4th | | Ave E | City Jerome | State ID | ZIP 83338 | Date of address Just | For Dealer Use Only | | |
| Employer - applicant Western State | Position | Employer phone 735-2300 | Date of employment Feb 12 yr | Monthly take home pay \$2400.00 | Date 8-4-98 | | Cash price \$ | | |
| Employer - co-applicant MVRMC | Position | Employer phone 737-2650 | Date of employment 8 mths | Monthly take home pay \$1800.00 | Cash down \$ | | Amount requested \$1301.7 | | |
| Other income (source) | | Monthly take home pay \$ | | Merchandise purchased Mathews, HB | | | | | |

Alimony, child support or separate maintenance income need not be revealed if purchaser does not wish to have it considered as a basis for repaying this obligation.

Disclosures for Revolving Charge Agreement

| Annual Percentage Rate for Purchases | Grace Period for Repayment of Balances for Purchases | Method of Computing the Balance for Purchases | Late Payment Fee |
|--------------------------------------|--|--|---|
| 21.99% | You have no grace period in which to repay your balance for purchases before a finance charge will be imposed. | Average daily balance (including new purchases). | 5% of the late portion of the payment or \$10.00, whichever is greater. |

PERIODIC RATE. The periodic rate used in figuring the finance charge and the corresponding annual percentage rate are shown below:

Monthly Periodic Rate 1.83 % **ANNUAL PERCENTAGE RATE** 21.99 %

AMOUNT OF MINIMUM PAYMENT. The minimum payment each billing cycle will be 1/20 1/30

of the highest unpaid balance of your account, rounded to the nearest \$5.00, or \$25.00, whichever is greater.

INSURANCE STATEMENT. Insurance is not required to obtain credit and will not be provided unless you sign and agree to pay the additional cost. The coverages included in this insurance are joint credit life, accident and health and involuntary unemployment. Accident and health insurance and involuntary unemployment insurance cover only the principal income earner. The cost of insurance is \$_____ per \$100.00 of the previous month's balance of your account each month. We may be retaining a portion of this amount.

I want insurance. _____ Age _____
Principal income earner
Co-applicant _____ Age _____
I do not want insurance.

SELLER SIGN HERE:

Seller's Name: Skaggs Appl
By: Marty Hardy Date: 8-4-98
Seller's Address: 245 Braun
Booding rd

BUYER(S) SIGN HERE:

SIGNATURE: Your signature means that you have read and agree to the terms of our Revolving Charge Agreement and you promise to pay for all purchases on your account plus any finance charge and any other charges that may be assessed. It also means that you have compared the filled-in blanks above with the next panel, and agree that both sets of blanks are filled in the same. We will retain a purchase-money security interest in goods sold under this agreement.

YOU ACKNOWLEDGE RECEIPT OF A COPY OF OUR REVOLVING CHARGE AGREEMENT.

YOU ALSO ACKNOWLEDGE THE EXISTENCE OF THE ALTERNATIVE DISPUTE RESOLUTION AGREEMENT CONTAINED HEREIN, AND YOU SPECIFICALLY AGREE TO BE BOUND BY ITS TERMS.

Buyer's Signature: [Signature] Date: 8-4-98
Buyer's Signature _____ Date _____
1191 05/97 (1D)

Seller's Copy - Tear at Perforation

Hinton, Clinton #76372071

Clinton Hint
1006 4th Ave E
Jerome, ID 83338

| QUANTITY | DESCRIPTION | EACH PRICE | CASH SALE PRICE |
|--|----------------------------|--------------------------------------|---|
| 1 | Sealy K Geneve | | 699.95 |
| | Math Sit (2) Floor Lamp | | 299.90 |
| 1 | All Wood Headboard & Frame | | 239.90 |
| <input type="checkbox"/> REGULAR TERMS <input type="checkbox"/> SPECIAL TERMS (SEE REVERSE SIDE FOR EXPLANATION) | | | SUB TOTAL 1239.75 |
| SPECIAL TERMS CODES: 1 2 3 4 5 6 7 8 9 10 11 12 | | | 62.00 |
| LENGTH OF SPECIAL TERMS Billing Cycles | | SPECIAL TERMS END DATE | c. Cash Price (a + b) 1301.75 |
| MONTHLY PAYMENT CODES: 1 2 3 4 5 6 7 8 9 10 11 12 | | | 6. Non-Filing Premium |
| IF SPECIAL RATE APPLIES: Monthly Periodic Rate - % | | | e. Total (c + d) 1301.75 |
| ANNUAL PERCENTAGE RATE % | | | f. Cash Down Payment |
| DATE OF SALE 4/98 | | DATE OF DELIVERY | g. Amount Financed (Unpaid Balance) (e - f) 1301.75 |
| BUYER SIGNATURE X <i>[Signature]</i> | | BUYER SIGNATURE X <i>[Signature]</i> | |

IMPRINT OR PLACE BUYER NAME AND ACCOUNT NUMBER ABOVE

SELLER'S NAME *Skages Dept*

SELLER'S ADDRESS *245 Main St, Jerome, ID*

SELLER'S REPRESENTATIVE *Blanche P. Chen*

TERMS OF PURCHASE. You, the buyer, agree that the purchase of the goods or services described in this invoice will be governed by the revolving charge agreement between you and us, the seller. The regular terms of your revolving charge agreement apply to purchases on this invoice unless special terms are indicated. You promise to pay the amount financed shown on this invoice plus finance charges and all other charges as provided in the revolving charge agreement. Except in NY, we will retain a purchase money security interest in goods sold under this invoice. You acknowledge receipt of a fully completed copy of this invoice.

\$10 month - SAC Till 2000