FORM B10(Official Form) (9/97)

UNITED STATES BANKRUPTCY COURT District of IDAHO

PROOF OF CLAIM

Name of Debtor **SHARON LEWANDOWSKI**

Case Number **00-01480**

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" of 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):

SEARS

Name and Adresses Where Notices Should be Sent:

SEARS, ROEBUCK & CO.
45 Congress St.
Salem, MA 01970

Telephone No. 1-800-366-7561

☐ 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.

U.S. COURTS 2000 JUL 18 PM 1:29

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Account or other number by which creditor identifies debtor:

00 50709 57551 3

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

1. Basis for Claim

- [x] Goods sold
- ☐ Services perfomed
- ☐ Money loaned
- ☐ Personal injury/wrongful death
- ☐ Taxes
- ☐ Other
- ☐ Retiree benefits as defined in 11 U.S.C. §1114(a)
- ☐ Wages, salaries, and compensations (Fill out below)

Your SS # _____

Unpaid compensation for services performed

from _____ (date) to _____ (date)

2. Date debt was incurred: 10/01/1994 To Present

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $3,232.12

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.

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

Brief Description of Collateral:

☐ Real Estate ☐ Motor Vehicle

[x] Other_____

TENT,SAW,SAW,DRILL

Value of Collateral: $339.12

@ % per annum

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 $4000),* 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 - U.S.C. §507(a)(4).
- ☐ Up to $1800* 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 4/1/98 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 debited 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

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Date

7/12/00

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)

MARYANN WOLFF
Bankruptcy Associate

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.

SEARS
45 Congress St.
Salem, MA 01970

U.S. BANKRUPTCY COURT
550 W FORT ST #42
BOISE ID 83724

Date: July 11, 2000
Bankruptcy No.: 00-01480
Chapter: 13

STATEMENT OF ACCOUNT

SHARON LEWANDOWSKI
HC 34
BOISE ID 83716

Account Number: 00 50709 57551 3
Date Account Opened: Oct 01, 1994

Account Balance as of Date of Bankruptcy Filing: $3,232.12

Direct all inquiries to: 1-800-366-7561

TIME: 04:16PM RCCOC# 8439

S E A R S
BOISE, ID 12295
RETAIN FOR COMPARISON WITH MONTHLY
STATEMENT OR FOR RETURN OR EXCHANGE

S A L E S C H E C K #
0 1 2 2 9 0 0 6 9 3 9 8

TRAN#	PG/STORE	REG#	ASSOC#
9398	35 01229	006	505

E X C H A N G E
DATE SOLD: 08/23/98 SOLD BY: 002501
SALES CHECK: 012290069372

6 78127	TENT,13'X8 RET	159.99T-
MULT CREDIT $		20.00T
	SUBTOTAL	139.99 -

END OF RETURNED MERCHANDISE----

06 78017	TENT,11'X1 SAL	199.99T
MULT CREDIT $		20.00T-
	SUBTOTAL	40.00
	TAX 05.000%	2.00

CARD TYPE: SEARS ACCOUNT
ACCT #: 0050709575513/000/000
08/24/98 SEARS ACCOUNT TOTAL 42.00

PURCHASED UNDER MY SEARS ACCOUNT AND
SECURITY AGREEMENT, INCORPORATED BY
REFERENCE. I GRANT SEARS A SECURITY
INTEREST IN THIS MERCHANDISE UNTIL
PAID, UNLESS PROHIBITED BY LAW.
$42.00

M.W. Lawandowski

PURCHASED BY

SATISFACTION GUARANTEED
OR YOUR MONEY BACK

TIME: 02:51PM RCCOC# 8439

S E A R S
SEARS IS NOW HIRING!
RETAIN FOR COMPARISON WITH MONTHLY
STATEMENT OR FOR RETURN OR EXCHANGE

S A L E S C H E C K #
0 1 2 2 9 0 0 9 4 9 8 7

CUSTOMER: MARTIN LEWANDOWSKI

TRAN#	PG/STORE	REG#	ASSOC#
4987	45 01229	009	1917

S A L E

71 35218	18" GAS SA SAL	159.88T
9 93913	"D" DIEHAR MDS	7.49T
9 93913	"D" DIEHAR MDS	7.49T
42 24792	HOSE,FOR S MDS	12.99T
	SUBTOTAL	187.85
	TAX 05.000%	9.39

CARD TYPE: SEARS ACCOUNT
ACCT #: 0050709575513/001/000
STATE: ID
09/12/98 SEARS ACCOUNT TOTAL 197.24

PURCHASED UNDER MY SEARS ACCOUNT AND SECURITY AGREEMENT, INCORPORATED BY REFERENCE. I GRANT SEARS A SECURITY INTEREST IN THIS MERCHANDISE UNTIL PAID, UNLESS PROHIBITED BY LAW.
$197.24

PURCHASED BY

CALL FOR INFORMATION:

DELIVERY	(208)323-5703
PARTS	(800)366-7278
INSTALLATION	(800)469-4663
SERVICE	(800)473-7247

SATISFACTION GUARANTEED
OR YOUR MONEY BACK

SEARS NATIONAL BANK
SEARSCHARGE PLUS ACCOUNT
CARDHOLDER ACCOUNT AND SECURITY AGREEMENT

This SearsCharge PLUS Account Cardholder Account and Security Agreement ("Agreement") governs the use of your SearsCharge PLUS Account ("Account"). You should read and keep this Agreement for your records. You agree to use your Account only for personal, family or household purposes, and you intend to keep all merchandise purchased on the Account in your principal residence.

Section 1. DEFINITIONS; ACCEPTANCE. In this Agreement: (a) the words "you," "your" and "yours" mean any person named on the credit application or acceptance certificate as an accountholder, applicant, or co-applicant; (b) "Sears" means Sears, Roebuck and Co.; (c) the words "we," "us" and "our" mean Sears National Bank (an affiliate of Sears) or any subsequent holder of the Account or any balances arising under the Account; and (d) "Card" means a credit card issued by Sears National Bank for use with the Account.

You agree that the terms and conditions of this Agreement apply to your use of your Account. You also agree that the terms and conditions apply to you when you allow any other person to use your account. Your acceptance of this Agreement is effective when you receive this Agreement. It will also be considered effective the first time any accountholder, or other person you allow, uses the Account.

Section 2. LOANS AND LIABILITY.

(a) Loans. You authorize us to make loans and extend credit to you to pay for purchases of goods and services made using the Card or the Account. All transactions are subject to our approval. You may be required to sign a sales slip or other written authorization for purchases. You agree that your authorization, authentication, or instruction by mail, telephone or electronic means is effective as your signature.

(b) Liability. You agree to pay all amounts owed on the Account whether incurred by you, any other accountholder, anyone you allow to use the Account or any person from which you receive a benefit. Every person who uses the Card or Account is liable for the use of the Card and Account according to the terms of this Agreement. Court decrees for divorce or separation do not affect liability for any use of the Card or Account. You promise to use your Account only if you have the intent and financial capacity when the transaction occurs to repay the amount in full pursuant to this Agreement.

(c) Joint Accounts. If the Account is a joint Account, each accountholder is bound by the terms of this Agreement and is jointly and individually liable for all amounts owed under this Agreement even when they do not use the Account themselves. The delivery of notices or Account Statements (see Section 3 of this Agreement) to any accountholder or Authorized User (see Section 4) will constitute delivery to all accountholders. We may rely on instructions given by you and will not be liable for honoring any such instructions. If any accountholder gives us notice disclaiming liability for amounts owed under this Agreement, we may close the Account.

(d) Failure to Honor Card or Authorize Transaction. We are not responsible for the failure of any person to honor a Card or the Account. We will not be liable if, for any reason and at any time, we do not authorize a transaction on the Account, even if you have sufficient available credit.

Section 3. ACCOUNT STATEMENT. We will send you an account statement ("Account Statement") for each period (a "Billing Cycle") where there is purchase activity on the Account, there is a balance of $1.00 or more, or a finance charge is imposed. The Account Statement (including the reverse side) contains important information and should be carefully read and reviewed each time it is received.

Section 4. AUTHORIZED AND UNAUTHORIZED USE.

(a) Authorized Users. You may ask that an individual be added, deleted or changed as an authorized user ("Authorized User") by calling us at the telephone number, or writing to us at the address, indicated on your Account Statement.

You understand we will issue a Card to each Authorized User. If you terminate this authority, you will retrieve the Card from the Authorized User and destroy the Card. Any Authorized User may use the Account, and may take any action on the Account that you could take, either on behalf of yourself or the Authorized User. Each Authorized User grants us a security interest in any property purchased with the Account in accordance with Section 6 of this Agreement. You understand that: (i) this Agreement controls all charges made on the Account by the Authorized User; (ii) you are responsible for and will pay all charges made by the Authorized User; (iii) we may disclose information about the Account to the Authorized User; (iv) the Authorized User is your agent for purposes of managing the Account to the same extent you can manage the Account, subject to such limitations as we may impose; and (v) we may, without any liability, accept and act upon the directions or requests of any Authorized User, including to process requests to raise or lower a Credit Limit (see Section 5 of this Agreement) applicable to the Account.

You understand that we do not encourage the use of the Account by people who are not accountholders or Authorized Users. If you allow another person to use the Account but do not tell us, we will treat all charges made by that person as if the charges were made by an Authorized User. It is your responsibility to control or terminate the use of your Account by such persons, and you will remain liable for any and all use by such persons.

(b) Unauthorized Use. If you discover or believe that any charge on the Account is unauthorized, you agree to call us immediately at the telephone number, or write to us at the address, indicated on your Account Statement and to cooperate with us in making a reasonable investigation of your claim. If you give us oral notice concerning loss or theft, we may ask you to confirm it in writing.

(c) Liability for Unauthorized Use. You may be liable for the unauthorized use of the Account. You will not be liable for unauthorized use that occurs after you notify us of the loss, theft or possible unauthorized use. Your liability for unauthorized use of the Account will not exceed $50.

Section 5. CREDIT LIMIT. We may identify your credit limit ("Credit Limit") when the Account is opened and on each Account Statement. If a Credit Limit is not currently assigned to your Account, we may assign one at any time. We may increase, decrease, suspend or terminate a Credit Limit at any time without notice to you and without affecting your obligations (including payment) under this Agreement.

If a Credit Limit is assigned to the Account, the amount available for use is reduced by unpaid balances, special promotions and transactions authorized but not posted. You understand there may be a delay after you make a payment before the amounts repaid are available for re-borrowing. You agree not to exceed any available Credit Limit established by us. An overpayment or credit balance will not increase the Credit Limit. We may authorize purchases that exceed a Credit Limit. You agree to be responsible for all charges made on the Account whether or not they exceed your Credit Limit.

Section 6. SECURITY INTEREST. Each accountholder (and each Authorized User) grants us a purchase money security interest under the Uniform Commercial Code in each item of merchandise purchased on the Account, to the extent permitted by law, to secure only the purchase price of the merchandise (including installation costs and sales tax) until that amount is paid in full. If you do not make payments as agreed, this security interest allows us to repossess, to the extent permitted by law, only the merchandise which has not been paid in full. If the merchandise is intended to be installed as a fixture, our security interest is effective before installation. We waive any right to a security interest or lien on your dwelling to secure this Account that may arise by operation of law or that gives rise to a right of rescission under the federal Truth in Lending Act. However, we do not waive any lien created, obtained or granted in a collection proceeding or by judgment or other court order. You understand and agree that you are responsible for any loss or damage to the merchandise until the purchase price is fully paid.

PAYMENTS

Section 7. PAYMENT OPTIONS. You may pay the "Total Account Balance" shown on your Account Statement each month. If you do not pay the Total Account Balance on your Account in full each month, you agree to pay at least the "Minimum Payment Due" shown on each Account Statement by the "Minimum Payment Due Date" shown on that Account Statement. You may always pay more than the required Minimum Payment Due and may pay your Total Account Balance in full at any time.

Section 8. MINIMUM PAYMENTS. The Minimum Payment Due is based on the highest Total Account Balance on the Account. It will increase when charges are added to the account. It will not decrease until the entire Total Account Balance is paid in full. The Minimum Payment Due each Billing Cycle will equal the scheduled monthly minimum payment ("Scheduled Monthly Payment"), plus: (a) any applicable insurance charges assessed that Billing Cycle; and (b) any past due amounts. The Scheduled Monthly Payment will equal .0192 (approximately 1/52nd) of the highest Total Account Balance, rounded to the next higher whole dollar amount, but not less than $10.00. If, however, the Total Account Balance is less than $10.00 but more than $0, you must pay the Total Account Balance.