

1 William R. Hollifield, ISB No. 1251
2 HOLLIFIELD AND BEVAN, P.A.
3 249 Third Avenue East
4 P.O.Box 66
5 Twin Falls, Idaho 83303-0066
6 Telephone: (208) 734-5610

7 Attorneys for Great Dane Financial LLC

CLERK OF DISTRICT COURT
DISTRICT OF IDAHO
TWIN FALLS, IDAHO
9209

8 IN THE UNITED STATES BANKRUPTCY COURT
9 FOR THE DISTRICT OF IDAHO

10 In re:)
11 CLYDE V. HALE,) Case No. 99-42056
12 Debtor.) **MOTION FOR RELIEF**
) **FROM STAY AND NOTICE**

13 GREAT DANE FINANCIAL, LLC, a party in interest of Debtor, and pursuant to
14 11 U.S.C. §§361, 362 and Bankruptcy Rules 4001, 9013 and/or 9014, and Local Bankruptcy
15 Rule 309, hereby respectfully moves the Court for and Order granting relief to Claimant from the
16 automatic stay of 11 U.S.C. §362(a) as to the property hereinafter described by annulling,
17 modifying or otherwise terminating the automatic stay so as to allow Claimant to enforce its
18 rights under the contracts and agreements with Debtor, and alleges as follows:

19 1) On or about October 25, 1999, as part of a loan transaction and for
20 valuable consideration, Debtor executed and delivered to Great Dane Financial, LLC an
21 Approved Conditional Sale Agreement, by the terms of which Debtor agreed to pay to Great
22 Dane Financial, LLC, the principal sum of FORTY ONE THOUSAND FIVE HUNDRED
23 EIGHTY DOLLARS (\$41,580.00), including finance charges, as follows:
24
25

1
2 12 equal monthly payments of \$1,235.00 commencing
3 December 10, 1999, followed by 30 equal payments of \$792.00,
4 commencing on December 10, 2000, and continuing on the
5 same day of each month thereafter until paid in full.

6 A true and correct copy of said Approved Conditional Sale Agreement is attached hereto and
7 incorporated herein as Exhibit "A".

8 2) Said Approved Conditional Sale Agreement granted to Great Dane
9 Financial, LLC a purchase money security interest in and to the personal property described
10 therein, to wit:

11 1997 Reefer 48 x 102 Air Ride Utility, Serial No. 1UYVS2486VR134203

12 1997 Optima Reefer Unit Carrier, Serial No. EAT90354868

13 3) At all times mentioned, Great Dane Financial, LLC is the owner and
14 holder of the Approved Conditional Sale Agreement attached hereto as Exhibit "A" and by
15 reference incorporated herein.

16 4) After deducting all credits, payments and offsets, there was due and owing
17 to Claimant by Debtor as of the date of filing the following: \$2,470.00. Debtor is in default
18 under the terms and conditions of the Approved Conditional Sale Agreement, having failed to
19 make the payments when due.

20 5) Debtor filed his Petition under Chapter 13, Title 11 of the United States
21 Code on or about December 15, 1999.

22 6) By reason of said default, Claimant is entitled to possession of the
23 collateral described in Exhibit "A" and to foreclose the same.
24
25

1 7) Claimant alleges and believes the present value of said personal property
2 is as follows, based upon estimates of third parties: \$32,500.00.

3 8) Claimant alleges that the fair market value of its collateral may not exceed
4 the sums due Claimant and other liens against the personal property.

5 9) Claimant alleges that the estate of Debtor has no interest in the collateral,
6 which can be liquidated for the benefit of general creditors over and above the lien of Claimant,
7 other recorded lien claimants, and all exemptions allowable to Debtor under applicable state and
8 federal statutes.

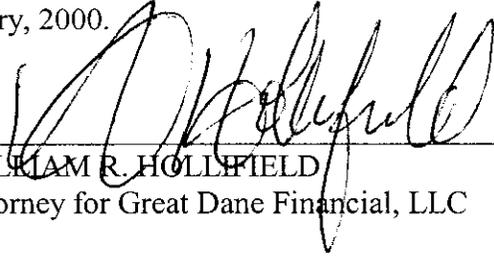
9 10) Claimant alleges the above-described personal property is not necessary to
10 Debtor's effective reorganization.

11 11) Claimant does not have, and has not been offered, adequate protection for
12 its lien and security interest in said collateral; said security continues to suffer additional losses
13 for the interest continuing to accrue on said obligation, together with the loss of the use of the
14 funds represented by said loan. The collateral may not be properly insured, and Debtor may not
15 be properly maintaining said property. If Claimant is not permitted to foreclose its security
16 interest in the collateral, Claimant will suffer irreparable injury, loss and damage.
17

18 WHEREFORE, Claimant moves the Court to issue an order against the Debtor
19 and parties in interest as follows:

20 1) Pursuant to 11 U.S.C. §362(d)(1) for cause, annulling, terminating,
21 modifying or removing the stay as against Claimant and authorizing said Claimant to pursue its
22 legal remedies against the Debtor, the above-described personal property, and the estate's
23 interest in said collateral by reclaiming and foreclosing upon the said collateral pursuant to the
24 provisions of the Approved Conditional Sale Agreement.
25

1
2 DATED This 20th day of January, 2000.

3
4 
5 WILLIAM R. HOLLIFIELD
6 Attorney for Great Dane Financial, LLC

7
8 CERTIFICATE OF MAILING

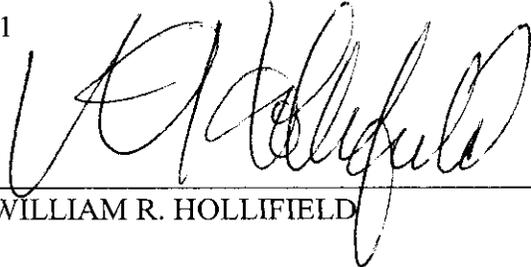
9 WILLIAM R. HOLLIFIELD hereby certifies that on the 20th day of January,
10 2000, he served the foregoing document by placing true and correct copies thereof in the United
11 States Mail, postage prepaid, addressed as follows:

12 U.S. Trustee
13 P.O. Box 110
Boise, Idaho 83702

14 L.D. Fitzgerald, Trustee
15 P.O. Box 6199
Pocatello, Idaho 83205-6199

16 Paula Brown Sinclair
17 P.O. Box 2322
Twin Falls, Idaho 83303-2322

18 Clyde V. Hale
19 255 Blue Lakes Blvd. N.
20 PMB 641
Twin Falls, Idaho 83301

21 
22 WILLIAM R. HOLLIFIELD
23
24
25

GREAT DANE FINANCIAL, LLC
APPENDED CONDITIONAL SALE CONTRACT

The undersigned buyer(s), jointly and severally (collectively, "Buyer"), having been quoted both a time sale price and a cash sale price, hereby purchases from the undersigned seller ("Seller") for the time sale price shown below, and in accordance with the terms and provisions of this Conditional Sale Contract (the "Agreement"), the following property (with all present and future attachments, accessories, documents, replacement parts, repairs, substitutions, additions, and all proceeds thereof, collectively referred to as the "Collateral"):

Year	Make	Model	Description	Serial Number
1997	Utility	Reefer	48x102, Air Ride	1UYVS2486VR134203
1997	Carrier	Optima	Reefer Unir	EAT90354868

Buyer warrants that the Collateral will be kept at the following address, which is buyer's principal place of business or where the Collateral will be permanently garaged: (street and city) 1368 Galena Ct., Twin Falls ; (county) Twin Falls ; (state) Idaho

Description of Trade-In: _____
 Gross Allowance: \$0.00
 Less Amount Owing To: _____
\$0.00
 Trade-In Net Allowance: \$0.00
(enter above and in 2(6))

SECURITY INTEREST: To secure payment of the UNPAID TIME BALANCE (Item 7), Seller retains title to, and a first security interest in, the Collateral regardless of any retaking or redelivery of the Collateral to Buyer. Seller shall also have a first security interest in any proceeds of the Collateral. Seller's security interest in the Collateral shall secure the payment and performance of all absolute and contingent obligations and liabilities of Buyer to Seller (or any assignee of Seller), now existing or hereafter arising, whether under this Agreement or any other agreement, and whether owed directly or by assignment. Provided, however, that upon any assignment of this Agreement by Seller, the assignee shall be deemed the only party with a security interest in the Collateral.

1. CASH SALES PRICE \$33,500.00
 2. a) Cash down Payment \$3,000.00
 b) Trade-In (see above) \$0.00
TOTAL DOWN PAYMENT (a+b): \$3,000.00

PHYSICAL DAMAGE INSURANCE: Buyer shall at all times bear the risk of damage or loss with respect to the Collateral. UNTIL ALL OF BUYER'S OBLIGATIONS UNDER THIS AGREEMENT ARE SATISFIED, BUYER SHALL MAINTAIN INSURANCE ON THE COLLATERAL FOR ITS ACTUAL CASH VALUE. Such insurance shall be in a form, in such amounts, and with an insurer, reasonably satisfactory to Seller. Such insurance shall cover loss or damage from fire, collision, theft, vandalism, and all other risks commonly insured against by persons engaged in businesses similar to Buyer. Buyer shall promptly deliver to Seller certificates or, if requested, policies, of such insurance, each with a standard long-form loss-payable endorsement naming Seller as loss-payee. Each policy shall provide that Seller's interest in such policy shall not be invalidated by anyone other than Seller, and shall require the insurer to give Seller at least 30 days prior written notice before the policy may be cancelled or materially changed. Seller's acceptance of policies in lesser amounts or risks than described above shall not constitute a waiver of Buyer's obligations. Buyer hereby assigns to Seller the entire proceeds of any insurance maintained by Buyer in accordance with this Agreement (including returned and unearned premiums), up to the total amount of all sums owed to Seller by Buyer under this Agreement. Buyer hereby directs all insurers to pay such proceeds directly to Seller and authorizes Seller to endorse Buyer's name to any remittances.

3. UNPAID BALANCE OF CASH SALES PRICE (1 minus 2): \$30,500.00

4. OTHER CHARGES
 a) Sales Tax: \$0.00
 b) Doc. Fee: \$100.00
 c) Licence Fee: \$0.00
 d) UCC Filing Fee: \$0.00
 e) Insurance: \$0.00
 f) Other: \$195.00
TOTAL OTHER CHARGES (a+b+c+d+e+f): \$295.00

5. PRINCIPAL BALANCE (3+4): \$30,795.00

6. FINANCE CHARGE: \$7,785.00

7. UNPAID TIME BALANCE (5+6): \$38,580.00

8. TIME SALE PRICE (1+4+6): \$41,580.00

CUA
 Buyer's Initials

EXHIBIT A

PAYMENT SCHEDULE:

Buyer promises to pay Seller the UNPAID TIME BALANCE (Item 7 above) in 42 Installments as follows:
(total number of installments)

For equal successive monthly installments: (a) \$ _____ commencing on _____ (date), with the same amount on the same day of each subsequent month thereafter until fully paid. (Provided, however, that the final installment shall be in the amount of the remaining unpaid balance).

For other than equal successive monthly installments: (b) 12 equal monthly payments of \$1,235.00, commencing on December 10, 1999, followed by 30 equal payments of \$792.00, commencing on December 10, 2000, and continuing on the same day of each month, thereafter, until paid in full

Upon acceleration of the above indebtedness, Buyer shall pay Seller interest on all sums then owing under this Agreement at the rate of 1 1/2% per month unless such rate is prohibited by law, in which case Buyer shall pay Seller interest on such sums at the highest rate permitted by law. All amounts payable to Seller under this Agreement are payable at Seller's address as shown below or at such other address as Seller may specify to Buyer in writing from time to time.

For each installment owed by Buyer under this Agreement not paid within 20 days of when due, Buyer shall pay to Seller a delinquency charge equal to 5% of such delinquent installment. Provided, however, that if a delinquency charge in such an amount is prohibited by law, then the delinquency charge shall be the highest amount Seller is legally entitled to collect from Buyer.

A. There are no warranties regarding the Collateral other than those made by the manufacturer. SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH REGARD TO THE COLLATERAL, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES AS TO THE QUALITY, WORKMANSHIP, DESIGN, MERCHANTABILITY, OR FITNESS OF THE COLLATERAL FOR ANY PARTICULAR PURPOSE. EXCEPT FOR ANY WARRANTIES MADE BY THE MANUFACTURER OF THE COLLATERAL, THE COLLATERAL IS BEING SOLD TO BUYER "AS IS."

B. Buyer warrants, represents, and agrees that the Collateral was delivered to, and accepted by, Buyer in satisfactory condition on 10/25/99. (insert date here).
Buyer's Initials: CVN

C. Buyer further warrants, represents, and agrees that: (1) the Collateral will be used solely for business purposes, and not for personal, family, household, or agricultural purposes; (2) the Collateral will be kept free from all liens, claims, security interests and encumbrances other than those created in favor of Seller by this Agreement; (3) Buyer will not, without Seller's prior written consent, sell, rent, lend, encumber, pledge, transfer, secrete or otherwise dispose of the Collateral, nor will Buyer permit any such act; (4) Buyer will maintain the Collateral in good operating condition, repair and appearance; (5) the Collateral will be used and operated with care; (6) the Collateral will only be used and operated by qualified personnel in the regular course of Buyer's business and in conformity with all applicable governmental laws and regulations; (7) the Collateral shall remain personal property and not become part of any real property regardless of whether and how it may be affixed to any parcel of real property; (8) the Collateral shall normally be kept at the address of Buyer set forth above where Seller may inspect it from time to time, except when it is being temporarily used away from such location in the

ordinary course of Buyer's business; (9) Buyer may not permanently remove the Collateral from Buyer's address without Seller's prior written permission; (10) Buyer shall promptly notify Seller of (i) any loss or material damage to the Collateral, and (ii) the occurrence of any default under this Agreement as that term is defined in Section G; (11) this Agreement constitutes a legal, valid, and binding obligation of Buyer enforceable in accordance with its terms; and (12) the execution and performance of this Agreement will not result in a breach of, or a default under, any agreement by which Buyer is bound, or violate any law applicable to Buyer.

D. Buyer further agrees: (1) to do everything necessary or expedient, at Buyer's own cost and expense, to perfect and preserve the security interests of Seller under this Agreement; (2) to defend any action, proceeding or claim affecting the Collateral and to promptly notify Seller of the existence of any such action, proceeding or claim; (3) to pay any expenses (including reasonable attorneys' fees) incurred by Seller in enforcing its rights after a default by Buyer under this Agreement; and (4) to promptly pay all taxes, assessments, license fees and all other public or private charges levied or assessed in connection with the Collateral, this Agreement, or any other related document between the parties.

E. Buyer agrees that a carbon, photographic or other reproduction of this Agreement or a financing statement may be filed as a financing statement if permitted by law.

F. If Buyer fails to comply with any provision of this Agreement, Seller shall have the option, but not the obligation, to effect such compliance on behalf of Buyer. In such an event, any monies advanced or expended by Seller, and all of Seller's related costs and expenses, shall become an additional obligation of Buyer to Seller under this Agreement, payable immediately and accruing interest in accordance with the provisions contained in the Payment Schedule portion of this Agreement.

CVN
Buyer's Initials

- G. Buyer shall be in default under this Agreement in the event of any of the following: (1) if Buyer fails to pay when due any amount owed by it to Seller, whether under this Agreement or under any other agreement; (2) if Buyer fails to perform or observe any other term or provision to be performed or observed by it under this Agreement or under any other agreement between Buyer and Seller; (3) if Buyer dies; (4) if substantially all of Buyer's assets are sold or otherwise transferred, or if there is a change of control of Buyer; (5) if any part of the Collateral is lost or destroyed, or if any lien or encumbrance is placed upon the Collateral without Seller's consent; (6) if Buyer becomes insolvent, ceases to do business as a going concern, or admits in writing its inability to pay debts as they become due; (7) if Buyer makes an assignment for the benefit of creditors or takes advantage of any law for the relief of debtors; (8) if a petition in bankruptcy or for an arrangement, reorganization, or similar relief is filed by or against Buyer; (9) if any of Buyer's property is attached, or a trustee or receiver is appointed for Buyer or for a substantial part of Buyer's property, or if Buyer applies for such an appointment; or (10) if Seller believes in good faith that the prospect of Buyer's payment or performance under this Agreement is impaired.
- H. Upon a default by Buyer, and at any time thereafter so long as the default continues, Seller may, at its option, with or without notice to Buyer: (1) declare all amounts owed to Seller by Buyer under this Agreement or any other agreement to be immediately due and payable; (2) enter upon Buyer's premises to take possession of the Collateral or render it unusable; (3) require Buyer to assemble the Collateral and make it available to Seller at a place reasonably designated by Seller; (4) enforce this Agreement by suits or proceedings at law, in equity, or otherwise, whether for foreclosure on the Collateral or for the enforcement of any other proper legal or equitable remedy available under applicable law; and (5) exercise all of the rights and remedies of a secured party under the Uniform Commercial Code and any other applicable laws. Buyer shall be responsible for any fees, costs or expenses (including attorneys' fees and court costs) incurred by Seller as a result of any default by Buyer under this Agreement.
- I. Any acceleration of amounts owed Seller under this Agreement shall be subject to all applicable laws, including those pertaining to refunds and rebates of unearned charges. Upon payment in full by Buyer of all amounts owed under this Agreement, Seller shall credit Buyer with the amount of any unearned finance charges as computed by Seller in its reasonable discretion unless a specific rebate or refund method is required by law, in which case such credit shall be computed in accordance with the law.
- J. Any property other than Collateral which is located in or upon the Collateral at the time of repossession may be taken and held without liability until its return is requested by Buyer in writing. Unless otherwise provided by law, any requirement of reasonable notice which Seller may be obligated to give regarding the sale or other disposition of the Collateral will be met if such notice is mailed to Buyer at least 10 days before the time of such sale or other disposition. Seller may buy at any sale of the Collateral and become the owner of the Collateral. Service of process may be made upon Buyer by mailing a copy of the summons to Buyer at the address where the Collateral is to be kept pursuant to this Agreement. The inclusion of a trade name or division name in the identification of Buyer shall not limit Seller's right, after the occurrence of a default by Buyer, to proceed against all of Buyer's assets, including those held or used by Buyer individually or under another trade or division name. Buyer acknowledges that it is liable for, and agrees to promptly pay, any deficiency resulting from any disposition of the Collateral after default.
- K. Waiver of any default by Buyer shall not be a waiver of any other default. All of Seller's rights are cumulative and not alternative. Buyer may not assign any of its rights, or delegate any of its duties, under this Agreement without Seller's express written permission. Seller may assign its rights, and delegate its duties, under this Agreement in its sole discretion. After any assignment of this Agreement by Seller: (i) any reference to Seller in this Agreement shall mean and include the assignee; (ii) the assignor will not be the assignee's agent for any purpose; and (iii) Buyer's obligations and liabilities under this Agreement to the assignee will be absolute and unconditional and not be subject to any abatement, reduction, recoupment, defense, set-off or counterclaim available to Buyer for breach of warranty or any other reason whatsoever.
- L. Seller's liability for any damages suffered by Buyer under this Agreement shall be limited to the Time Sale Price, and under no circumstances shall Seller be liable to Buyer for the loss of any anticipatory profits or for punitive, special, or consequential damages.
- M. If assigned by Seller, this Agreement shall be governed by the substantive laws of the state of such assignee's principal place of business, without regard to the choice of law principles of that state. Any dispute arising out of this Agreement shall be litigated by Buyer only in a federal or state court sitting in the city closest to the principal place of business of Seller (or its assignee, as the case may be). Buyer irrevocably submits to the personal jurisdiction of such courts, and waives any objection it may have concerning the venue or convenience of such forums. Notwithstanding the foregoing, however, Seller or its assignee may commence litigation arising out of this Agreement in any court having proper jurisdiction.
- N. Any provision of this Agreement contrary to, prohibited by, or invalid under, any applicable law shall be inapplicable and deemed omitted from this Agreement, but such omission shall not invalidate the remaining provisions of this Agreement. Buyer waives all exemptions to the extent permitted by law. All of the terms and provisions of this Agreement shall bind Buyer's heirs, personal representatives, and permitted successors and assigns, and shall inure to the benefit of Seller and its successors and assigns.

This Agreement constitutes the entire understanding of the parties with respect to the subject matter contained herein, and may only be modified by a subsequent written agreement executed by both Buyer and Seller. No oral agreement, guaranty, promise, representation or warranty shall be binding on Seller

NOTICE TO BUYER: DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES. YOU ARE ENTITLED TO AN EXACT COPY OF THE AGREEMENT YOU SIGN. BY SIGNING BELOW YOU ARE ACKNOWLEDGING THAT YOU HAVE RECEIVED AN EXACT COPY OF THIS AGREEMENT. LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS AGREEMENT.

SELLER: Great Way Trailers, Inc.

SELLER'S ADDRESS: 2800 S. 300 West

Salt Lake City, Utah 84115

By: [Signature] Title: PRES.
(An authorized representative of Seller must sign for this Agreement to be accepted and binding on Seller).

Date of acceptance: _____

BUYER(S): Clyde V. Hale

(Enter above the name of individual, corporation, limited liability company, or partnership. State trade name, if any, after name)

By: [Signature] Title: OWNER
Clyde V. Hale

By: _____ Title: _____
(If co-buyer, co-manager, co-member, or co-partner, sign above).

BUYER'S ADDRESS: (street address, city, county, state and Zipcode)
1368 Galena Ct.

Twin Falls (Twin Falls), Idaho 84115

Date: _____

GUARANTY

The undersigned, jointly and severally (collectively, "Guarantor") guarantees performance by Buyer of all the terms and conditions of the above Agreement, and the prompt payment when due by Buyer of all sums due under the Agreement. Guarantor hereby waives notice of acceptance of this guaranty, and any modification, amendment, or extension of this guaranty, or any other notices to which Guarantor may be entitled by law. Guarantor further agrees that in the event of a default by Buyer of any of the terms or conditions of the Agreement, Seller shall have the right to pursue all legal remedies against Guarantor without first taking any action against Buyer or the Collateral.

Guarantor agrees that the jurisdiction, venue, and choice of law provisions contained in Section M of the Agreement shall apply to Guarantor and this Guaranty, and that Guarantor shall be subject to the same limits under this Guaranty as Buyer is under the Agreement. Guarantor irrevocably submits to the personal jurisdiction of such courts, and waives any objection it may have concerning the venue or convenience of such forums. Service of process may be made upon Guarantor by mailing a copy of the summons to Guarantor at the address of Guarantor shown below. Guarantor waives any defense based on, or arising out of, any defense of Buyer other than payment, and agrees to pay for all costs, reasonable attorneys' fees, and other expenses incurred by Seller in the enforcement of the Agreement and of this guaranty.

SIGNATURE: [Signature]

TITLE: OWNER

PRINTED NAME: Clyde V. Hale

ADDRESS: 1368 Galena Ct.

DATE: 10/25/99

SIGNATURE: _____

TITLE: _____

PRINTED NAME: _____

ADDRESS: _____

ASSIGNMENT

For value received, the undersigned ("Assignor") hereby sells, assigns and transfers to Great Dane Financial, LLC, a Delaware limited liability company, and its successors and assigns ("Assignee"), all of Assignor's right, title and interest in and to: (a) the attached Conditional Sale Contract (the "Agreement") between Assignor and Clyde V. Hale ("Buyer"), and dated _____ With an original Unpaid Time Balance of 538,580.00; (b) all notes, guaranties and other documents executed in connection with the Agreement (collectively, with the Agreement, the "Documents"); (c) all amounts due and to become due under the Documents; (d) the Collateral (as that term is defined in the Documents); and (e) all of Assignor's rights and remedies under or in connection with the Documents, including the right, without notice to Assignor: (i) to collect any and all amounts owed under the Documents, (ii) to endorse Assignor's name on any note or remittance received in connection with the Documents, (iii) to release or discharge Buyer (as that term is defined in the Agreement) or any other persons obligated under the Documents, on terms satisfactory to Assignee, (iv) to settle, compromise or adjust any and all rights against, or to grant extensions of time to, Buyer or any other persons obligated under the Documents, and (v) to take any other action Assignor might otherwise take but for this Assignment. The foregoing assignment shall be without recourse as to the financial ability of Buyer to pay, except as may otherwise be provided in any separate agreement between Assignor and Assignee.

Assignor warrants that: (1) the Documents are genuine, enforceable, and in all respects what they purport to be; (2) all signatures, names, addresses, amounts and other statements and facts contained in the Documents and in this Assignment are true and correct to the best of Assignor's knowledge and belief; (3) the Collateral was sold to Buyer in a bona fide time sale transaction; (4) Buyer has paid the down payment in cash or as otherwise set forth in the Agreement, and no part of such down payment was loaned, directly or indirectly, by Assignor; (5) the Collateral was delivered in satisfactory condition to Buyer on the date set forth below and was accepted by Buyer without conditions; (6) any notice, certificate, or policy of insurance required by law or the Agreement will be delivered to Buyer within the time required by law; (7) all parties to the Documents have the capacity to contract and none of such parties is a minor; (8) the security interest and reservation of title evidenced by the Agreement are valid, prior, and superior to all others and effective against all persons; (9) Assignor has caused, or will hereafter promptly cause, such actions or procedures to be taken as required or permitted by statute or regulation to perfect such security interest and reservation of title in Assignee's favor, including, without limitation, filing financing statements, recording documents and obtaining Certificates of Title disclosing Assignee's interest; (10) Assignor has full title to, and the right to sell and assign, the Documents and the security interest and reserved title evidenced by the Documents; (11) this Assignment conveys the Documents and the security interest and reserved title evidenced by the Documents free and clear of all liens and encumbrances whatsoever; and (12) the Documents are, and will continue to be, free from any defenses, counterclaims, cross-claims, and set-offs.

If any of the foregoing warranties are untrue, or if Assignor breaches any other provision of this Assignment, Assignor shall repurchase the Documents from Assignee upon Assignee's written demand for cash in an amount equal to the remaining unpaid balance owed to Assignee under the Documents, plus any expenses of collection, repossession, transportation and storage (including court costs and reasonable attorneys' fees) incurred by Assignee in connection with Assignor's breach or any default under the Documents by Buyer, less any unearned finance charges as computed by Assignee in its reasonable discretion.

Any reassignment of the Documents or the Collateral by Assignee shall be without recourse or warranty of any kind. Assignor waives notice of the acceptance of this Assignment, presentment and demand for payment, protest and notice of non-payment, and any other notice of any kind or nature whatsoever.

The Collateral was delivered to, and accepted by, Buyer on 10/25/99
(insert date above)

ASSIGNOR: Great Way Trailers, Inc.

By: [Signature]
Title: Pres.

61347

1317

Corrected title work

STATE OF ILLINOIS

CERTIFICATE OF TITLE OF A VEHICLE

VEHICLE IDENTIFICATION NO
1UYVS2486VM134203

YEAR MAKE
97 UTILITY TRLR

ODOMETER

MODEL

BODY STYLE

NO. CYL

HP/CCM

PURCHASE DATE

PURCHASED

TITLE NO.

TRAILER

ISSUE DATE

PREVIOUS TITLE NO.

10/08/96

MOB. HMR. SOL.F.

NEW TYPE OF TITLE

T6311414014

11/06/96

MCO

ORIGINAL

MAILING ADDRESS

ASSOCIATES COMMERCIAL CORP
POB 168647
IRVING TX 75016-8647

OWNER(S) NAME AND ADDRESS

S REFRIGERATED TRANSPORT, INC
2000 SHABONA ST
STREATOR IL 61364

LEGEND(S)

MILEAGE NOT REQUIRED

FIRST LIENHOLDER NAME AND ADDRESS

ASSOCIATES COMMERCIAL CORP
POB 168647
IRVING TX 75016-8647

SECOND LIENHOLDER NAME AND ADDRESS

RELEASE OF LIEN

The holder of Lien on the vehicle described in this Certificate has hereby state that the lien is released and discharged.

Associates Commercial Corporation

Firm Name

By

James Miller
Registered of Authorized Agent

Date

11-30-98

Firm Name

By

Signature of Authorized Agent

Date



I, George H. Ryan, Secretary of State of the State of Illinois, do hereby certify that according to the records on file with my Office, the person or entity named hereon is the owner of the vehicle described hereon, which is subject to the above named liens and encumbrances, if any. IN WITNESS WHEREOF, I HAVE HERETO AFFIXED MY SIGNATURE AND THE GREAT SEAL OF THE STATE OF ILLINOIS, AT SPRINGFIELD.

D09229746
CONTROL NO.

George H. Ryan
GEORGE H. RYAN, Secretary of State



DO NOT ACCEPT TITLE SHOWING ANY ERASURES, ALTERATIONS OR MUTILATIONS.

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

ASSIGNMENT OF TITLE	
The unit West Valley Truck Center described in this title has been transferred to the following printed name and address: 5510 W.	
I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked: <input type="checkbox"/> NO TENTHS <input type="checkbox"/> 1. The mileage stated is in excess of its mechanical limits. <input type="checkbox"/> 2. The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY	
Signature(s) of Seller(s) <u>[Signature]</u> Printed Name(s) of Seller(s) Patti Lynch - Office Mgr. I am aware of the above odometer certification made by the seller/agent. DATE OF SALE	
Signature(s) of Buyer(s) <u>[Signature]</u> Printed Name(s) of Buyer(s) Patti Lynch - Office Mgr.	
FIRST REASSIGNMENT DEALER ONLY	The undersigned hereby certifies that the vehicle described in this title is free and clear of all liens, except as noted herein, and has been transferred to the following printed name and address: Great Way Trailers 2800 So. 300 W. SLC, UT 84115
	I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked: <input type="checkbox"/> NO TENTHS <input type="checkbox"/> 1. The mileage stated is in excess of its mechanical limits. <input type="checkbox"/> 2. The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY
	Signature of Seller/Agent <u>[Signature]</u> Dealer's Name Patti Lynch - Office Mgr. Dealer No. 1555 I am aware of the above odometer certification made by the seller/agent. Signature of Buyer/Agent <u>[Signature]</u> Dealer's Name Patti Lynch - Office Mgr. Dealer No. 1555 Signature of Buyer/Agent <u>[Signature]</u> Dealer's Name Paige Fors Agent Dealer No. 1555
	Signature of Buyer/Agent <u>[Signature]</u> Dealer's Name Paige Fors Agent Dealer No. 1555
SECOND REASSIGNMENT DEALER ONLY	The undersigned hereby certifies that the vehicle described in this title is free and clear of all liens, except as noted herein, and has been transferred to the following printed name and address: Clyde V. Hale 1368 Galena Ct., Twin Falls, ID.
	I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked: <input type="checkbox"/> NO TENTHS <input type="checkbox"/> 1. The mileage stated is in excess of its mechanical limits. <input type="checkbox"/> 2. The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY
	Signature of Seller/Agent <u>[Signature]</u> Dealer's Name Great Way Trailers, Inc. 2800 So. 300 W. SLC, UT, 84115 Dealer No. 659 I am aware of the above odometer certification made by the seller/agent. Signature of Buyer/Agent <u>[Signature]</u> Dealer's Name Paige Fors Agent Dealer No. 659 Signature of Buyer/Agent <u>[Signature]</u> Dealer's Name Paige Fors Agent Dealer No. 659
	Signature of Buyer/Agent <u>[Signature]</u> Dealer's Name Paige Fors Agent Dealer No. 659
LAST REASSIGNMENT DEALER ONLY	The undersigned hereby certifies that the vehicle described in this title is free and clear of all liens, except as noted herein, and has been transferred to the following printed name and address: Great Dane Financial, LLC
	I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked: <input type="checkbox"/> NO TENTHS <input type="checkbox"/> 1. The mileage stated is in excess of its mechanical limits. <input type="checkbox"/> 2. The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY.
	Signature of Seller/Agent <u>[Signature]</u> Dealer's Name Great Dane Financial, LLC Dealer No. 659 I am aware of the above odometer certification made by the seller/agent. Signature of Buyer/Agent <u>[Signature]</u> Dealer's Name Paige Fors Agent Dealer No. 659 Signature of Buyer/Agent <u>[Signature]</u> Dealer's Name Paige Fors Agent Dealer No. 659
	Signature of Buyer/Agent <u>[Signature]</u> Dealer's Name Paige Fors Agent Dealer No. 659
LEH	LIENHOLDER TO BE RECORDED AND SHOWN ON NEW TITLE (SEE LIEN IN FAVOR OF (NAME & ADDRESS)) Great Dane Financial, LLC 222 N. LaSalle St. Chicago, IL 60601-1005
	LIENHOLDER INFORMATION IS ALSO REQUIRED ON THE APPLICATION VSD-40.13

DO NOT ACCEPT TITLE SHOWING ANY ERASURES, ALTERATIONS OR MUTILATIONS.



Utah State Tax Commission Combined Affidavit

Facts and Indemnification Agreement, Repossessions and Bill of Sale, Survivorship
Motor Vehicle Customer Service - 210 N 1950 W, Salt Lake City, Utah 84134 - (801) 297-7700

TC-569
Rev. 6/98

Vehicle Information

VIN 1UYVS2486VM134203		Year 1997	Make Utility	Model
Body style Reefer	State last registered IL	License number T6311414014		Utah certificate of title number
Odometer reading (no tenths)		<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		

Check only one box

- I certify that to the best of my knowledge the odometer reading reflects the actual mileage.
- I certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.
- I certify that the odometer reading is not the actual mileage. Warning - odometer discrepancy.

Name of applicant

Great Way Trailers, Inc.

Date of vehicle possession

Address (include street, city, state, and ZIP code)

2800 South 300 West SLC, Utah 84115

Facts and Indemnification Agreement

Name of person or company from whom the vehicle was acquired

Address (include street, city, state, and ZIP code)

Explain why outstanding certification of title was not obtained or why the attached title is not negotiable.

Explain in detail how and why you acquired the vehicle, who was involved, when did you acquire the vehicle, etc.

Value of vehicle
\$

When filling out the title I accidentally filled out the lien holder in the wrong section. This was done in error no fraud was intended.

Warning: Fraudulent application and falsification of documents is a felony under Utah Law.

Under penalties of perjury, I declare that to the best of my knowledge and belief, this agreement is true, correct, and complete. I further state that to the best of my knowledge, the vehicle is free and clear of any liens, encumbrances, lawful claims, demands of any person, and is not involved in any existing or pending litigation. I agree to indemnify the Utah State Tax Commission, and all persons acting under direction of the Tax Commission, from any and all liability and shall defend all litigation that may arise as a result of the issuance of said certificate.

Signature of applicant

Paul Lewis - Licensee's Agent

Date subscribed and sworn

11/2/99

Notary Public/M.V. Examiner signature

Janine Johnson

Place notary stamp in this space



JANINE JOHNSON
NOTARY PUBLIC - STATE OF UTAH
UTAH DISASTER KLEANUP
13081 S MINUTEMAN DR. EOT
DRAPER, UT 84020
COMM. EXPIRES 6-05-00

Check Performed

Yes No

9-58264



Utah State Tax Commission
Combined Affidavit

Facts and Indemnification Agreement, Repossessions and Bill of Sale, Survivorship
Motor Vehicle Customer Service - 210 N 1950 W, Salt Lake City, Utah 84134 • (801) 297-7780

TC-589
Rev. 6/98

Vehicle Information

VIN 1UYVS2486VM134203	Year 97	Make UTILITY	Model
Body Style REEFER	State last registered IL	License number T6311414014	Title #
Odometer reading (no tenths)	Utah certificate of title number		

Check only one box

- I certify that to the best of my knowledge the odometer reading reflects the actual mileage.
- I certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.
- I certify that the odometer reading is not the actual mileage. Warning - odometer discrepancy.

Name of applicant: **WEST VALLEY TRUCK CENTER**
 2240 SOUTH 5370 WEST
 WEST VALLEY CITY, UTAH 84120

Date of vehicle possession

Facts and Indemnification Agreement

Name of person or company from whom the vehicle was acquired

Address (include street, city, state, and ZIP code)

Explain why outstanding certification of title was not obtained or why the attached title is not negotiable. Value of vehicle

Explain in detail how and why you acquired the vehicle, who was involved, when did you acquire the vehicle, etc. \$

When signing off title to Great Way Trailers I (Patti Lynch) signed in the wrong section. This was done in error.

Warning: Fraudulent application and falsification of documents is a felony under Utah Law.

Under penalties of perjury, I declare that to the best of my knowledge and belief, this agreement is true, correct, and complete. I further state that to the best of my knowledge, the vehicle is free and clear of any liens, encumbrances, lawful claims, demands of any person, and is not involved in any existing or pending litigation. I agree to indemnify the Utah State Tax Commission, and all persons acting under direction of the Tax Commission, from any and all liability and shall defend all litigation that may arise as a result of the issuance of said certificate.

Signature of applicant: *Patti Lynch*
 x Patti Lynch - Office Mgr.

Date subscribed and sworn: 11/2/99

Notary Public/M.V. Examiner signature: *Jayne Johnson*

Notary Public stamp in **JAYNE JOHNSON**
 NOTARY PUBLIC - STATE OF UTAH
 UTAH DISASTER KLEENUP
 13081 S MINUTEMAN DR
 DRAPER, UT 84020
 COMM. EXPIRES 6-05-00

CIC Check Performed
 Yes No
 EO# _____
 Date _____

Application for Certificate of Title



IMPORTANT: All vehicles not currently titled in Idaho must have a vehicle inspection completed by a peace officer.
THIS APPLICATION MUST BE TYPED AND IS NOT A CERTIFICATE OF TITLE

RRANDS: Reconstructed Repaired Other _____

Section 1 VEHICLE DESCRIPTION

Prev. Idaho Title Number		1st Vehicle Identification Number	
		1UYVS2486VM134203	
		2nd Vehicle Identification Number	
Year	Make	Body Type	Model
1997	Utility	Reefer	
Description		Color - Primary/Secondary	Fuel Type
Weight	Length	Width	Hull
			Horsepower
			Propul.
Odometer Reading (no tenths)		Odometer Reading Date	
Odometer Status: <input type="checkbox"/> Actual <input type="checkbox"/> In Excess <input type="checkbox"/> Not Actual <input type="checkbox"/> No Device			
Previous State	Previous State Brand	Previous State Title Number	

Section 5 SALES INFORMATION

Idaho Sales Permit Number (required for leasing companies)	Purchase Date
<input type="checkbox"/> Lease (no tax due)	
<input type="checkbox"/> Tax Exempt Sale (enclose tax form)	
Gross Sales Price	\$
Rebate (dealer sales only)	\$
Trade-in Allowance (dealer sales only)	\$
Adjusted Gross Sales Price	\$
Net Idaho Sales Tax Due	\$
Net Idaho Sales Tax Collected by Seller	\$

TRADE-IN INFORMATION
 For Tax purposes, trade-ins are allowed on dealer retail rates only

Year	Make	Body Type	Model

Section 2 PURCHASER - OWNER

PURCHASER (owner name and address)

Name of Owner #1 (last, first, initial)	<input type="checkbox"/> And <input type="checkbox"/> DBA	
Clyde V. Hale	Or <input type="checkbox"/> LSE	
Name of Owner #2 (last, first, initial)	<input type="checkbox"/> And <input type="checkbox"/> DBA	
	Or <input type="checkbox"/> LSE	
Name of Owner #3 (last, first, initial)		
Owner #1 Residence (street address - apartment number - mailing address)		
1368 Galena Ct.		
City	State	Zip
Twin Falls	ID	

Section 6 COMPANY SIGNATURE

Company Name
Great Way Trailers, Inc.

Company Address
2800 So. 300 W. SLC, Utah 84115

I certify that all information on this application is correct, and that I have witnessed the signature(s) of the person(s) signing this application.

Authorized Signature: *paige w. aget*

Title Documents will be mailed to the county office located in: _____ (city)

Title	Phone Number	Date
	()	

Section 3 LIENHOLDER(S)

PRIMARY LIENHOLDER

Lienholder Name		
Great Dane Financial, LLC		
Mailing Address		
222 N. Lasalle St.		
City	State	Zip
Chicago	IL	60601-1005
Lien Creation Date	Title	
Secondary Lienholder Name		
City	State	Zip

Section 7 FEES PAID

Title Fee	\$
\$15.00 Rush Fee (optional)	\$
TOTAL COLLECTED:	\$ 8.00

I, the undersigned, certify that the vehicle described above is owned by me, and this vehicle will not be the subject of a lien prior unless indicated in Section 3. I further certify that all information contained herein is true and correct to the best of my knowledge make application for a Certificate of Title for said motor vehicle. The signature below is my true and legal signature.

Check here if you want personal information contained in this motor vehicle record withheld from unauthorized parties as provided in Section 49-203, Idaho Code.

X _____ Daytime Phone: _____ Date: _____

STATE OF IDAHO FINANCIAL STATEMENT - FORM UCC-1

PLEASE TYPE THIS FORM IN BLACK

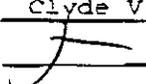
Filing fees. a. With Secretary of State. Except for pre-paid account users, enclose filing fee of \$8.00 if form is typed, or \$10.00 if not typed. For attachments, add \$1.00 per printed page. Pre-paid account users must enter Customer Number in "Customer account number" block to right.
 b. Fixture filing with County Recorder. Enclose recording fee of \$3.00 per page.
 File only the original. Make copies for your file. The original will be returned as your acknowledgment.
 Enter only one debtor's name or assumed name per debtor block exactly as it is to be indexed. If more than four names, use an attached sheet. Enter individual debtor names: Last, First Middle Initial, e.g. Smith, John Alan Jr.
 When the obligation has been satisfied, complete the Termination Statement and return the original to the filing officer.

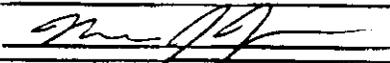
Mail to: Secretary of State, UCC Division, 700 W. Jefferson, PO Box 83720, Boise, ID 83720-0080. PH 208-334-3191

Debtor #1 (Last name, first, middle, title & mailing address) Hale, Clyde V. 1368 Galena Ct. TWIN FALLS, ID 83301	Debtor #3
Debtor #2	Debtor #4

Secured Party and Address Great Way Trailers, Inc. 969 West 2100 South SALT LAKE CITY, UT 84119	Assignee and Address Great Dane Financial, LLC 222 N. LaSalle, Suite 1000 CHICAGO, IL 60601
Mailing Address for acknowledgement, if not Secured Party Great Dane Financial, LLC 222 N. LaSalle Suite 1000 Chicago, IL 60601	Check if Covered <input checked="" type="checkbox"/> Products of collateral are also covered If one of the following boxes is checked, the secured party may sign the financing statement. The collateral described herein is: <input type="checkbox"/> Brought into this state already subject to a security interest in another jurisdiction. <input type="checkbox"/> Subject to a security interest in another jurisdiction, and the debtor's location has changed to this state. <input type="checkbox"/> Proceeds of the original collateral described above in which a security interest was perfected. <input type="checkbox"/> The subject of a financing statement which has lapsed. <input type="checkbox"/> Subject to a security interest perfected under a prior name or identity of the debtor.

This financing statement covers the following types or items of property: **ID-SOS**
 (if this is a fixture, timber or mineral filing to be recorded with the County Recorder, include legal description and name of record owner, if required.)
 1 (One) 1997 Carrier Optima Reefer Unit, SN EAT90354868

Signature(s) of Debtor(s)
 Clyde V. Hale



 Secured Party Signature
 Great Way Trailers, Inc.

 TERMINATION STATEMENT - The Secured Party no longer claims a security interest under the financing statement.

 Secured Party or Assignee of Record _____ Date _____

Filing Office Use Only

IDAHO SECRETARY OF STATE
10/29/1999 09:00
 CK: 10111 CT: 120715 BH: 262062
 1 @ 6.00 = 6.00 UCC1 FILE # 2
 Filing Number: B 851919

FILING OFFICER COPY

ACORD CERTIFICATE OF LIABILITY INSURANCE

ISSR JE
BAL/KEE/L

DATE (MM/DD/YY)
10/29/93

PRODUCER
Kaufman & Kaufman Insurance
P. O. Box 17346
Salt Lake City UT 84117
Phone: 801-272-0102 Fax: 801-272-0653

INSURED
Hale Enterprises, Inc.
235 Blue Lakes Blvd
Twin Falls ID 83301

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER A: Athena Assurance Company
INSURER B: _____
INSURER C: _____
INSURER D: _____
INSURER E: _____

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PERIOD LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	AD055D1859	09/15/99	09/15/00	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: SA ACC \$ AGG \$
	EXCESS LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY				WC STATUTORY LIMITS OTHER \$ EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$
A	OTHER Physical Damage	IK05500809	10/27/99	09/15/00	Sp Peril \$1,000 Ded. Collision \$1,000 Ded.

DESCRIPTION OF OPERATIONS/LOCATION/SPECIAL EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Applies to a 1997 Utility #10YVS2486VR134203 with a value of \$33,500
 Loss Payee: Great Dane Financial LLC. Endorsement requested from company.
 Registered Owner: Clyde Hale

CERTIFICATE HOLDER ADDITIONAL INSURED; INSURER LETTER
 GREATD1
 Great Dane Financial LLC
 222 N. LaSalle St. #1000
 Chicago IL 60601

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 Dale R. Kaufman