

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF IDAHO (TWIN FALLS)**

PROOF OF CLAIM

Name of Debtor
Clyde V Hale

Case Number
99-42056 -13



Name of Creditor (The person or other entity to whom the debtor owes money or property):
Jensen's Jewelers

Name and Address where notices should be sent:
Jensen Jewelers of Idaho, Inc.
Attn: Angie Quan
130 2nd Ave. North
Twin Falls, ID 83301
(208) 736-0313

- 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

Account or other number by which creditor identifies debtor:
9004061

Check here if replaces this claim 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:
November 2, 1998

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: \$3,142.21, effective December 31, 1999
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 Jewelry = Ring
Value of Collateral: \$3,000.00
See Chapter 13 Plan.
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

RECEIVED
CLERK
IDAHO

9 22 PM 2:13

10

Date
02/18/00

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):
Justin R. Seamons
Justin R. Seamons, attorney for Jensen Jewelers

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.

PREFERRED CUSTOMER CREDIT APPLICATION FOR REVOLVING CREDIT

OPEN YOUR JENSEN'S REVOLVING CREDIT ACCOUNT BY FILLING OUT THE APPLICATION BELOW.

I understand that, if approved, I will receive a Jensen's Preferred Customer Card.

You are applying for:

- Individual Account - No one else may use the account. 11/2/98 ~~50758~~ ^{CHG} 236082 ^{PH} 275
- Co-Applicant/Joint Applicant Account - Both parties must sign below. Each person will be entitled to use the account and will be responsible for repayment.

PRIMARY APPLICANT INFORMATION			
NAME (Last, First, MI.)			
Hale Clyde V			
Social Security Number	Date of Birth	# of Dependents	
005-48-5139	6/1/55	5	
Address			
540 BlueLakes BUON - 736-1543			
City, State, Zip	Home Phone		

CO-APPLICANT INFORMATION		
NAME (Last, First, MI.)		
Social Security Number	Date of Birth	# of Dependents
Address		
Home Phone		

Monthly Payment \$ <u>6005</u>	
City, State, Zip <u>658 255 Okla Blvd # 671</u>	
Auto Where Financed <u>1997 Dodge 87701</u>	How Long Yrs Mos <u>2000</u>

AND YOUR JOB

Employer <u>Self Employed</u>	Work Phone <u>730-843</u>
Position <u>Trucker</u>	Time at Present Employer <u>20 yrs</u>
Previous Employer	How Long

Other Income: (Alimony, child support or separate maintenance income need not be revealed if you do not want to have it considered as a basis for paying this obligation.) \$

<input type="checkbox"/> Buy	<input checked="" type="checkbox"/> Rent	<input type="checkbox"/> Other	Monthly Payment \$
Previous Address			
City, State, Zip			How Long Yrs Mos
Auto Where Financed			Payment \$

AND CO-APPLICANT'S JOB

Employer	Work Phone
Position	Time at Present Employer
Previous Employer	How Long

Other Income: (Alimony, child support or separate maintenance income need not be revealed if you do not want to have it considered as a basis for paying this obligation.) \$

IF PRIMARY APPLICANT SELF-EMPLOYED

Business Address <u>Hale Enterprises Inc.</u>
Business Phone
Name of Business

BANK AND CREDIT

Bank <u>U.S. Bank</u>	Acct #
Savings/Credit Union <u>Checking</u>	Acct #
Bankrupt <u>Yes</u>	Reason <u>1988 Bank East</u>

IF PRIMARY APPLICANT IN MILITARY

Military I.D. Number	
Card Number	
Business Phone	
Expiration Date	
Rank	Rate
Job Description	
Ship/Port Base Name	
Duty Station Address	
Barracks Phone Number	
General Quarters Phone Number	
Length of Time left at Current Base	
Commanding Officer	

APPLICANT REFERENCES

Applicant's Closest Relative (Parents)	Relation
<u>Susan Anderson</u>	<u>Mother in law</u>
<u>JE DO</u>	<u>731 875</u>
<u>West Coast Beauty Business</u>	<u>Boise</u>
<u>Twin Falls, ID</u>	<u>734 7164</u>
<u>Freightliner</u>	<u>Boise</u>
<u>Twin Falls</u>	<u>737 085</u>
<u>News of ID</u>	<u>Boise</u>
<u>Boise, ID</u>	<u>Phone</u>

CO-APPLICANT REFERENCES

Closest Relative	Relation
Address	Phone
Relative/Friend	Relation
Address	Phone

Recipient	Gift Occasion Date	Address	Phone
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All of the information furnished on this application is, to the best of your knowledge, complete and accurate. We may check any of the information from whatever source we choose. By completing and signing this application, you request a Card issued by us which will allow you to make purchases under this Account. By (a) signing, using, or permitting others to use the Credit Card; (b) signing or permitting others to sign Sales Slips, or (c) making or authorizing others to make telephone purchases, you agree to the terms and conditions of this Agreement. Terms stated on both sides of the Agreement are incorporated herein by reference. I have read and received a copy of my Agreement before making any purchase under this Account. Terms are attached.

Applicant's Signature: [Signature]

Co-Applicant's Signature: _____

AUTHORIZATION FOR CREDIT PROTECTION

Credit life, credit disability and credit property insurance are not required to obtain credit and will not be provided unless you initiate and agree to pay the additional cost. You may obtain property insurance from anyone that is acceptable to Seller. For the purpose of complying with State Code you are informed: (a) the agent or broker negotiating the insurance is McDonald Insurance of Twin Falls, Idaho; (b) the insurer issuing the policy is American Bankers Insurance Group; and (c) the loan and policy begin on the date you purchased the goods insured. IF YOU DO NOT MAKE YOUR PAYMENTS ON THE CONTRACT, THE CREDIT PROTECTION MAY BE CANCELLED. For actual coverages and descriptions provided, refer to your Certificate of Insurance.

I do not wish to purchase credit protection.

Applicant's Signature: [Signature]

OFFICE USE ONLY

11/18/97
Public - BK of
1/18/97
1760
1 was
18 1/2 Round

only car
Charge

1000 380
50967
6000 00
6909.67

9004061

IDAHO
TWIN FALLS
BURLEY
DAHO FALLS
POCATELLO

MONTANA
BOZEMAN
BILLINGS
GREAT FALLS
HELENA

NEVADA
ELKO



COPIE OFFICE
1302 AVE. NORTH
TWIN FALLS, ID 83301
PHONE (208) 734-7933



Magic Valley Mall
1485 Poleline Rd. E Suite #171
Twin Falls ID 83301
208 733 6309

----- SOLD TO -----
CLYDE HALE
255 BLUE LAKES BVD N #641
TWINFALLS ID 83301

SLSP903 CLK 933 3060090
11/02/98 9 17131146

Jensen Charge 236082

120820	1	14K TW. 3/4 SOLIT MQ	3,000.00
JRP001	1	JEWELRY REPAIR PARTS	500.00

Subtotal:	3,500.00
Tax:	175.00
Total:	3,675.00
Total Paid:	0.00



Account # 9004061	Prior Balance:	509.67
	New Purchases:	3,675.00
	New Balance:	4,184.67

Signature

Signature CUSTOMER SIGNATURE

*PLICABLE WARRANTY EXPLAINED AND RECEIVED. HAVE YOUR JEWELRY CLEANED AND CHECKED EVERY 6 MONTHS.

SEE REVERSE SIDE OF DOCUMENT FOR IMPORTANT INFORMATION CONCERNING REVOLVING CREDIT TERMS, RETURN PRIVILEGE, GEMSTONE ENHANCEMENT INFORMATION, AND OTHER IMPORTANT TERMS & CONDITIONS. BY SIGNING ABOVE YOU HAVE READ AND AGREE TO THE TERMS, CONDITIONS AND INFORMATION ON THE REVERSE SIDE OF THIS AGREEMENT.

FOR CONCERN PLEASE CALL 208-733-6309

OFFICE COPY

1. "Buyer," agrees that the following terms will govern any charge account established by you for your use.
 1. You will send me from Jensen Jewelers, ("Seller" or "We") statement each month, which will show any unpaid balance. This "New Balance" will consist of the cash sale price, applicable sales taxes, NP Fees, delivery fees if any, plus any FINANCE CHARGES and credit protection charges that may accrue.
 2. I understand that I can avoid paying any FINANCE CHARGES by paying my "New Balance" in full, provided that payment is actually received by Jensen Jewelers no later than 10 days after the date shown on the statement. If I do not pay the entire "New Balance" I understand that you may assess a FINANCE CHARGE on the unpaid portion.
 3. I understand and agree that the minimum monthly payment is established by the payment schedule as described in the disclosure statement I signed and does not decrease as the principle account balance decreases, but remains constant until the account is paid in full. In the event of additional purchases made before the account is fully paid, the resulting balance from such purchases shall be added to the then existing balance, and the minimum monthly payments for the succeeding months will then be set according to the new balance attained.
 4. I understand that Jensen Jewelers retains a security interest in the goods purchased on this account until the unpaid balance of each separate purchase is fully paid. Payments will be applied to the earliest unpaid purchase. I agree not to dispose of the goods, remove them from the address listed, or encumber them without written consent of Jensen Jewelers and will protect Jensen Jewelers against all loss or damage to the goods from the time they are delivered until I have paid for them in full.
 5. In the event of default of any scheduled payment, I understand that at the option of Jensen Jewelers, my entire account may become due and payable on demand. If payment is not made on demand, Jensen Jewelers may, in the manner and as provided by law, retake the goods and pursue any further remedy provided by law. In the event this account is referred to an attorney or collection agency, I will pay reasonable attorney's fees and court costs, or reasonable collection costs as allowed by the law.
 6. Jensen Jewelers is authorized to investigate my credit record and to report to responsible persons and bureaus, my performance of this agreement.
 7. Jensen Jewelers may amend the terms of this agreement at any time by prior written notice to me, in the manner provided by law. Any new terms will apply both to my account balance and to any further purchases. I agree that: (1) ownership of all property described herein remains in Seller until the time balance of such property is fully paid; (2) Buyer has all risk of loss and/or damage to property; (3) Buyer will not sell, transfer possession of, remove or encumber the property; (4) upon Buyer's default, Seller may charge Buyer attorney's fees, court costs, delinquent charges and collection permitted by law; (5) Seller may consolidate all subsequent purchases by Buyer under this Security Agreement with Buyer's existing balance, and adjust the number of payments in accordance with Seller's established terms. In such event, property purchased under a previous contract or contracts shall be security for the property purchased under the subsequent contract until such time all contract or contracts are fully paid; (6) Buyer expressly agrees that there can be no refunds, exchanges, or returns of special order merchandise; (7) Buyer may pay the contract in full at any time before maturity without penalty; (8) In the event a check received in payment is not honored by the bank, a service charge of \$15 may be assessed in addition to all other charges, plus buyer is subject to applicable state law; (9) I request periodic mailing of courtesy cards; (10) I hereby authorize you to issue to third parties any and all information you may have concerning my credit and or credit rating.
 8. Among the products you may purchase is payment protection (credit insurance); see the revolving credit application for details of this plan. Monthly charges will be added monthly as "PayPro" charges on your statement.

A translation of this agreement in the Spanish language is available upon request. Una traducción de este convenio en el lenguaje español esta a su disposición si las solicita.

NOTICE TO BUYER:

- (A) Do not sign this Agreement before you read it or if any spaces intended for the agreed items are left blank.
- (B) You are entitled to a copy of this Agreement at the time you sign it.
- (C) You are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.
- (D) We may charge an actual filing fee for filing a security interest financing statement with public officials. However, instead of filing, we will charge and you agree to pay a security interest non-filing fee, not to exceed an actual filing fee.
- (E) If there is more than one signer of this Agreement, their obligations shall be joint and several. Co-signers will perform all obligations of Buyer hereunder if Buyer fails to do so. Final approval of this Agreement rests with the main office of JENSEN JEWELERS in Twin Falls, Idaho within (7) days.
- (F) Customer agrees to pay at least 5% of any layaway balance each month, and to take merchandise out of layaway within 6 months of purchase. If no payments are received during a 60-day time period the merchandise will be returned to stock and all monies forfeited. The buyer can return any merchandise layed away for full credit if done within 30 days of purchase date. Buyer expressly agrees that no refunds can be made on special order or custom created merchandise.
- (G) All diamond or gemstone weights are total weights and are approximate; customary industry tolerances used are as follows: 1/5 ct. .18-.22ct., 1/4 ct. .23-.28ct., 1/3 ct. .29-.36ct., 3/8 ct. .37-.45ct., 1/2 ct. .46-.56ct., 5/8 ct. .57-.68ct., 3/4 ct. .69-.82ct., 7/8 ct. .83-.94ct., 1 ct. .95-1.05ct.
- (H) Gemstone purchasers should be aware that most natural gemstones are processed and/or enhanced from the time they are extracted from the earth by one or more traditionally accepted jewelry industry practices. All gemstones on this saleslip have probably been subjected to a stable and possibly undetectable enhancement process. All relevant information will be readily provided to the best of our knowledge. Prevailing market values are based on these accepted processes by the gem and jewelry trade. Any gem identified as having been created is a synthetic gemstone having similar mineral characteristics as the natural gem.
- (I) All merchandise sold with 30-day money back warranty. No refunds on any merchandise that was sold as a special order or merchandise that has been worked on, altered, custom made, or personalized.

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Jensen Jewelers of ID, Inc.

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Customer Account Inquiry

Account # 9004661 CLYDC NAME

Type	Status	Balance	unposted	R/R	Monthly Payment	Last Payment	Last Sale
INT	150	\$3,000.00		\$0.00	\$219.78	11/10/99	\$100.00 02/14/00 \$214.71-
Ticket	Date	Ref	Trans	Loc	Amount		
143658	03/23/98	00000000	DEB S	9	270.00	WPLTT00000	LOS PH TT DIVER 20 ATH
143658	03/23/98	00000000	DEB S	9	6.00	NFF0001	NFF
143658	03/23/98	00000000	TAX S	9	13.75		
1	04/23/98		F/C FC	9	5.16		
161229	05/05/98	00000000	PAY CP	9	-100.00	CHECK #	1004
1	05/25/98		F/C FC	9	3.50		
162772	05/15/98	00000000	DEB S	9	30.00	CHAD00000	1/4 18" SOLID ROPE CHA
162772	05/15/98	00000000	DEB S	9	600.00	JMHT00000	JUNE 98 REMOUNT SNOW
162772	05/15/98	00000000	DEB S	9	120.00	JMHT00000	JUNE 98 REMOUNT SNOW
162772	05/15/98	00000000	DEB S	9	50.00	JRP0001	JEWELRY REPAIR PARTS
162772	05/15/98	00000000	CRD S	9	-50.00	0000P0000	DISCOUNT COUPON
162772	05/15/98	00000000	DEB S	9	6.00	NFF0001	NFF
162772	05/15/98	00000000	TAX S	9	37.00		
164229	05/23/98	00000000	PAY CP	9	-50.00	CHECK #	289
1	07/01/98		F/C FC	9	16.57		
192868	07/01/98	00000000	PAY CP	9	-76.14	CHECK #	294
1	07/23/98		F/C FC	9	15.53		
204096	08/12/98	00000000	PAY CP	9	-141.92	CHECK #	300
1	08/25/98		F/C FC	9	13.32		
1	09/25/98		F/C FC	9	13.50		
2	09/25/98		F/C FC	9	8.00	LATE FEE	
222438	09/25/98	00000000	PAY CP	9	-141.92	CHECK #	1025
231704	10/21/98	00000000	PAY CP	9	-150.00	CHECK #	1052
1	10/25/98		F/C FC	9	8.77		
236082	11/02/98	00000000	DEB S	9	3000.00	SHTE00000	1/4 18.0/4 SOLIT AG
236082	11/02/98	00000000	DEB S	9	500.00	JRP0001	JEWELRY REPAIR PARTS
236082	11/02/98	00000000	TAX S	9	175.00		
1	11/25/98		F/C FC	9	73.23		
2	11/25/98		F/C FC	9	8.00	LATE FEE	
251164	11/20/98	00000000	PAY CP	9	-136.04	CHECK #	1151
1	12/25/98		F/C FC	9	72.22		
2	12/25/98		F/C FC	9	6.00	LATE FEE	
278395	01/06/99	00000000	PAY CP	9	-306.62	CHECK #	1190
1	01/21/99		F/C FC	9	67.21		
2	01/21/99		F/C FC	9	8.00	LATE FEE	
1	02/20/99		F/C FC	9	60.30		
2	02/20/99		F/C FC	9	6.00	LATE FEE	
316474	03/25/99	00000000	PAY CP	9	-318.72	CHECK #	1350
1	03/31/99		F/C FC	9	64.32		
2	03/31/99		F/C FC	9	8.00	LATE FEE	
329311	04/07/99	00000000	PAY CP	9	-300.00	CHECK #	1373
1	04/20/99		F/C FC	9	60.34		
2	04/20/99		F/C FC	9	8.00	LATE FEE	
344685	05/25/99	00000000	PAY CP	9	-217.70	CHECK #	1417
1	05/31/99		F/C FC	9	37.65		
2	05/31/99		F/C FC	9	8.00	LATE FEE	
356306	06/01/99	00000000	PAY CP	9	-391.34	CHECK #	1472
1	06/20/99		F/C FC	9	31.99		
1	07/21/99		F/C FC	9	32.96		
2	07/21/99		F/C FC	9	6.00	LATE FEE	

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Jensen Jewelers of ID, Inc.

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Customer Account Inquiry

Account # 9004061 DLYDE HALE

Type Status	Balance	Unposted A/R	Monthly Payment	Last Payment	Last Sale
BKT 150	\$3,000.00	\$0.00	\$219.70	11/10/99	\$214.71

Ticket	Date	Ref	Trans	Loc	Amount	
1	08/31/99		F/C FC	9	53.97	
2	08/31/99		F/C FC	9	8.00	LATE FEE
304394	09/02/99	00000000	PAY CP	9	-50.00	CHECK # 1687
1	09/30/99		F/C FC	9	54.18	
2	09/30/99		F/C FC	9	8.00	LATE FEE
401936	10/19/99	00000000	PAY CP	9	-100.00	CHECK # 1675
1	10/31/99		F/C FC	9	53.51	
2	10/31/99		F/C FC	9	8.00	LATE FEE
410730	11/10/99	00000000	PAY CP	9	-100.00	CHECK # 1734
1	11/30/99		F/C FC	9	52.64	
2	11/30/99		F/C FC	9	8.00	LATE FEE
1	12/31/99		F/C FC	9	55.94	
2	12/31/99		F/C FC	9	8.00	LATE FEE
1	01/31/00		F/C FC	9	57.50	
2	01/31/00		F/C FC	9	15.00	LATE FEE
407036	02/15/00	00000000	CAD S	9	-214.71	0500000 FINANCE CHARGES

*** END OF LISTING ***