



2. On or about the 1st of June, 2000, the case was converted to a case under Chapter 13.
3. Debtors executed, for value received, a Used Automobile Loan Agreement on or about October 14, 1998, with the Credit Union (hereinafter "Loan"). Pursuant to the Loan, the Credit Union loaned the Debtors the sum of \$12,533.41, and the Debtors were to make sixty (60) monthly payments of Two Hundred Sixty and 00/100 Dollars (\$260.00). See Exhibit A attached hereto.
4. The Loan was secured by a 1993 Ford F350 pickup truck with vehicle identification number 2FTJW36M6PCB34870 (hereinafter "Vehicle"). See Exhibit A. The Credit Union perfected its security interest in the Vehicle by getting listed as the First Lien on the Certificate of Title. See Exhibit B attached hereto.
5. The Debtors acknowledge and agree that they are in default under the terms of the Loan.
6. The Debtors' Chapter 13 Plan provided for the surrender of the Vehicle to the Credit Union.
7. It is the Debtors' intent to reject the Loan and surrender their interest in the Vehicle back to the Credit Union.
8. The Trustee has held the § 341 meeting in this case and has indicated his intent to abandon any interest in the Vehicle subject to this Loan.
9. The parties agree that there is good cause for the lifting of the automatic stay and the stay should be lifted pursuant to 11 U.S.C. § 362.
10. Debtors and Trustee agree that the Credit Union shall have an unsecured claim for any deficiency due under the Loan. The parties agree that the Credit Union shall have the right to assert such claim in this bankruptcy estate.

11. The Trustee has investigated the value of the Loan and the value of the Vehicle and has found no value for the estate.

12. The parties request, agree and consent to this Court entering an order lifting the automatic stay with respect to the Credit Union and allowing for the Trustee to abandon the estate's interest in said Vehicle.

WHEREFORE, the parties stipulate and agree that the Court can enter an order lifting the automatic stay with respect to the Credit Union in order to allow the Credit Union to take all steps permitted under applicable non-bankruptcy law to enforce its security interest in the vehicle, and allowing for the Credit Union to file an unsecured claim herein.

DATED this 31<sup>st</sup> day of August, 2000.

MOFFATT, THOMAS, BARRETT, ROCK & FIELDS, CHTD.

By Dean C. Sorensen  
Dean C. Sorensen - Of the Firm  
Attorneys for Portland Teachers Credit Union

DATED this 31<sup>st</sup> day of August, 2000.

ATTORNEY AT LAW

By Jake W. Peterson  
Jake W. Peterson - Attorney at Law  
Attorney for Debtor

DATED this 31<sup>st</sup> day of August, 2000.

CHAPTER 13 TRUSTEE

By Bernie R. Rakozy  
Bernie R. Rakozy  
Chapter 13 Trustee

**LOAN CONDITIONS (IF ANY)**

This Loan Transaction Advance Voucher is part of and integrated with my (1) Consumer Loan Agreement and Disclosures, or (2) Home Equity Account Agreement and Disclosure, whichever applies based on the loan purpose indicated below (hereinafter "Agreement"). By receipt of this Loan Advance Voucher, I acknowledge that the loan transaction described below is subject to the Agreement and Loan Application previously signed by me. My acceptance of this loan advance is acknowledgment of the Credit Union's security interest in the property described below under the terms of the Security Agreement herein.

**LINE OF CREDIT IS APPROVED FOR**

SAVINGS / TDF LINE OF CREDIT \$

PERSONAL / VISA LINE OF CREDIT \$

REAL ESTATE LINE OF CREDIT \$

AMOUNT  VARIABLE RATE AUTOMATIC TRANSFER FROM  Payroll Deduction

OF ADVANCE \$ 12,533.41  FIXED RATE  Checking  Savings  TDF  Cash Payment

PURPOSE PURCHASE USED AUTO

<b>ADDITIONAL FINANCE CHARGES</b>	LOAN FEE	CLOSING COST	TITLE INS.	APPRaisal	FLOOD DET FEE	OTHER FEES (RECORDING)
	25.00		\$	\$	\$	\$
NEW LOAN BALANCE	PAYMENT	NEXT PAYMENT DUE	THE PERIODIC RATE TODAY IS		PERCENT PER DAY	
12,533.41	260.00	11/20/98	.023973		8.750 %	
			WHICH EQUALS AN ANNUAL PERCENTAGE RATE OF		8.750 %	

**SECURITY AGREEMENT**

THIS LOAN IS SECURED BY A SECURITY AGREEMENT COVERING:

DEPOSITS IN THE ACCT. DEPOSITS IN THE ACCT.

AMOUNT OF \$ 0.00 NO. AMOUNT OF \$ 0.00 NO.

(In addition to amounts previously pledged.) (In addition to amounts previously pledged.)

OTHER COLLATERAL AS DESCRIBED BELOW:

OTHER:

YEAR	MAKE	MODEL	I.D. NO.	LICENSE NO.
93	FORD	PICKUP	2FTJW36M6PCB34870	

OWNER OF COLLATERAL OTHER THAN APPLICANT  OWNER OF COLLATERAL OTHER THAN APPLICANT

FOR GRANTING SECURITY INTEREST IN COLLATERAL DESCRIBED ABOVE.  FOR GRANTING SECURITY INTEREST IN COLLATERAL DESCRIBED ABOVE.

**CHECKS MADE PAYABLE IN PROCESS OF LOAN**

CK #	PAYABLE TO	CK #	PAYABLE TO
	DANIEL R AGUILAR		
CK #	PAYABLE TO	CK #	PAYABLE TO

**CREDIT INSURANCE**

CREDIT INSURANCE IS OPTIONAL AND VOLUNTARY AND NOT A CONDITION FOR OBTAINING A LOAN

SCHEDULE OF PREMIUM RATES: The Cost of your Credit Insurance is based on the outstanding balance of all Insured Loans at the end of each Billing Cycle of Insurance. Your COST each month will be:

**CREDIT LIFE INSURANCE?** Single Credit Life Insurance for Primary Borrower Only: YES  (\$100,000 Max. per loan(s)); \$44 per \$1,000 outstanding balance of Insured Loans NO

**JOINT LIFE INSURANCE?** Joint Credit Life Insurance for Primary Borrower and Co-Applicant: YES  (\$67 per \$1,000 outstanding balance of insured Loans NO

**CREDIT DISABILITY INSURANCE IN EFFECT?** Credit Disability Insurance for Primary Borrower Only: YES  (\$600 maximum per month per loan); \$1.79 per \$1,000 outstanding balance of Insured Loans NO

THE COST OF INSURANCE WILL BE COMPUTED AND CHARGED TO MY ACCOUNT MONTHLY AND WILL APPEAR ON MY PERIODIC STATEMENT.

COMMENTS: RELEASED TITLE TO 1998 WRANGLER TRAILER VIN 11WHS1627WW237152

LOAN FEE ADDED TO LOAN

THIS ADVANCE IS SECURED SOLELY BY A DEED OF TRUST ON MY REAL ESTATE OR DWELLING.

LOAN OFFICER / ID *Tommy Kenée* BRANCH OAK GROVE DATE 10/14/98 LOAN I.D. NO. 000669350 L# 2

MEMBER DARC J K TULLOCK  
VINCE TULLOCK  
ADDRESS 8200 STATE HWY 44  
MIDDLETON ID 83644  
CITY STATE ZIP

**PORTLAND TEACHERS CREDIT UNION**  
*Loan Transaction / Advance Voucher*

**LOAN CONDITIONS (IF ANY)**

This Loan Transaction Advance Voucher is part of and integrated with my (1) Consumer Loan Agreement and Disclosures, or (2) Home Equity Account Agreement and Disclosure, whichever applies based on the loan that the loan transaction described below is subject to the Agreement and Loan Application previously signed by me. My acceptance of this loan advance is acknowledgment of the Credit Union's security interest in the property described below under the terms of the Security Agreement herein.

**LINE OF CREDIT IS APPROVED FOR**

SAVINGS / TDF LINE OF CREDIT \$  
 PERSONAL / VISA LINE OF CREDIT \$ 10,000.00  
 REAL ESTATE LINE OF CREDIT \$

AMOUNT OF ADVANCE \$ 10,000.00  VARIABLE RATE  FIXED RATE  
 AUTOMATIC TRANSFER FROM  Checking  Savings  TDF  Payroll Deduction  Cash Payment  
 PURPOSE: PERSONAL LINE OF CREDIT / TAXES

**ADDITIONAL FINANCE CHARGES**

LOAN FEE: 25.00 CLOSING COST: \$ TITLE INS. \$ APPRAISAL \$ FLOOD DET FEE \$ OTHER FEES (RECORDING) \$

NEW LOAN BALANCE	PAYMENT	NEXT PAYMENT DUE	THE PERIODIC RATE TODAY IS	PERCENT PER DAY
10,000.00	200.00	5/20/98	.034247	12.500 %

WHICH EQUALS AN ANNUAL PERCENTAGE RATE OF 12.500 %

**SECURITY AGREEMENT**

THIS LOAN IS SECURED BY A SECURITY AGREEMENT COVERING:

DEPOSITS IN THE AMOUNT OF \$ \_\_\_\_\_ ACCT. NO. \_\_\_\_\_ DEPOSITS IN THE AMOUNT OF \$ \_\_\_\_\_ ACCT. NO. \_\_\_\_\_  
 (In addition to amounts previously pledged.) (In addition to amounts previously pledged.)  
 OTHER COLLATERAL AS DESCRIBED BELOW:  
 OTHER: !!

YEAR	MAKE	MODEL	I.D. NO.	LICENSE NO.

OWNER OF COLLATERAL OTHER THAN APPLICANT  OWNER OF COLLATERAL OTHER THAN APPLICANT  
 FOR GRANTING SECURITY INTEREST IN COLLATERAL DESCRIBED ABOVE.  FOR GRANTING SECURITY INTEREST IN COLLATERAL DESCRIBED ABOVE

**CHECKS MADE PAYABLE IN PROCESS OF LOAN**

CK #	PAYABLE TO	CK #	PAYABLE TO
	DARCI J K TULLOCK		

**CREDIT INSURANCE**

CREDIT INSURANCE IS OPTIONAL AND VOLUNTARY AND NOT A CONDITION FOR OBTAINING A LOAN  
 SCHEDULE OF PREMIUM RATES: The Cost of your Credit Insurance is based on the outstanding balance of all Insured Loans at the end of each Billing Cycle of insurance. Your COST each month will be:

CREDIT LIFE INSURANCE? Single Credit Life Insurance for Primary Borrower Only: YES  (\$100,000 Max. per loan(s)); \$4.44 per \$1,000 outstanding balance of Insured Loans NO

JOINT LIFE INSURANCE? Joint Credit Life Insurance for Primary Borrower and Co-Applicant: YES  (\$8.67 per \$1,000 outstanding balance of Insured Loans) NO

CREDIT DISABILITY INSURANCE IN EFFECT? Credit Disability Insurance for Primary Borrower Only: YES  (\$600 maximum per month per loan); \$1.79 per \$1,000 outstanding balance of Insured Loans NO

THE COST OF INSURANCE WILL BE COMPUTED AND CHARGED TO MY ACCOUNT MONTHLY AND WILL APPEAR ON MY PERIODIC STATEMENT.

COMMENTS: CHECK MAILED TO MEMBER \$9,975.00

THIS ADVANCE IS SECURED SOLELY BY A DEED OF TRUST ON MY REAL ESTATE OR DWELLING.

LOAN OFFICER / ID: MARIANNE DAVEY BRANCH: OAK GROVE DATE: 04/16/98 LOAN I.D. NO.: 0000669350 L# 8

MEMBER DARCI J K TULLOCK VINCE TULLOCK  
 ADDRESS 8200 STATE HWY 44 MIDDLETON ID 83644  
 CITY STATE ZIP

**PORTLAND TEACHERS CREDIT UNION**  
*Loan Transaction / Advance Voucher*

# IDAHO

## CERTIFICATE OF TITLE

ITD-3517 4-99TW  
01-875529-8

VEHICLE IDENTIFICATION NUMBER  
2FTJW36M6PCB34870

YEAR MAKE BODY MODEL DESCRIPTION  
1993 FORD PK TK

669350-2

2ND VEHICLE IDENTIFICATION NUMBER

ODOMETER READING  
126879 ACTUAL

DATE  
10/29/1998

TITLE NUMBER  
A97385846

PRINT DATE  
04/03/2000

WEIGHT LENGTH WIDTH HULL HORSEPOWER PROPULSION

OWNER'S NAME AND ADDRESS

OTHER PERTINENT DATA

TULLOCK, VINCE R OR  
TULLOCK, DARCI J K  
8200 STATE HIGHWAY 44  
MIDDLETON, ID 83644

\* DUPLICATE TITLE \*

### Assignment of Title

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.

1	ODOMETER READING - Reading is actual unless indicated otherwise. (NO TENTHS) DATE: <input type="checkbox"/> In Excess of Mechanical Limits <input type="checkbox"/> Not Actual - Warning: Odometer Discrepancy <input type="checkbox"/> Exempt <input type="checkbox"/> No Device	5	PURCHASER'S PRINTED NAME(S)
2	DATE SOLD: SELLING PRICE:	6	ADDRESS
3	SELLER'S/REPRESENTATIVE'S PRINTED NAME(S)	7	CITY STATE ZIP
4	I certify, to the best of my knowledge, that the odometer reading reflects the actual mileage, unless otherwise indicated. I also hereby release my interest and transfer ownership to the named purchaser. SELLER'S/REPRESENTATIVE'S SIGNATURE: A X B X	8	I am aware of the odometer certification made by the seller. PURCHASER'S/REPRESENTATIVE'S SIGNATURE: A X B X 2nd PURCHASER'S/REPRESENTATIVE'S SIGNATURE (or representative's printed name):

### Lienholder Section

FIRST LIEN	SECOND LIEN
PORTLAND TEACHERS CR UN PO BOX 3750 PORTLAND, OR 97208 RECORDED 10/29/1998	
9 SIGNATURE RELEASING LIEN DATE: X	10 SIGNATURE RELEASING LIEN DATE: X
11 NEW LIENHOLDER'S NAME	
12 ADDRESS	
13 CITY STATE ZIP	

04289410

EXHIBIT B

PORTLAND  
TEACHERS  
CAREY UNION

MASTER APPLICATION  
FOR LOAN ACCOUNT

PLEASE CHECK THE APPROPRIATE BOX:

If you are applying for an individual account in your own name and are relying on your own income or assets and not the income or assets of another person as the basis for repayment of the debt requested, do not complete Section C.

If you are applying for a joint account or an account that you and another person will use, complete all Sections.

If you are applying for an individual account, but are relying on income from another person as the basis for repayment of the debt requested, complete all Sections to the extent possible, providing information in C about the person on whose income, support, or maintenance payments or income or assets you are relying. If a member resides in a community property state or income is derived from a community property state, all Sections of the application should be completed.

Amount Requested \$ 7600.00		Purpose HORSE TRAILER & TRUCK	
Is the security offered your residence? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Please indicate marital status if you reside in a community property state: AZ, CA, ID, LA, NM, NV, TX, WA, WI			
<input type="checkbox"/> Married	<input type="checkbox"/> Separated	<input type="checkbox"/> Unmarried	
Last Name TULLOCK		First Name DARUS J	Initials K
Member Account No GCC0689350		Home Phone No (208) 545-2034	
Current Address 8200 STATE HWY 44		MIDDLETON	City
Previous Address		City	State
Date of Birth 08/10/65	Social Security No 541-82-0703	Driver's License No. ZAL29660D / ID	State of Issue
Employment MORTGAGE RUNNER	Employment Status <input checked="" type="checkbox"/> Permanent <input type="checkbox"/> Temporary <input checked="" type="checkbox"/> Full Time <input type="checkbox"/> Part Time	Work Phone 2085883449	Position MORTG BROKER
Employer's Address 8200 HWY 44		MIDDLETON	City
Previous Employer EMPLOYEE FOR HUSBANDS		Address BUSINESS	City
Alimony, child support, or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying the debt.		Alimony, child support, separate maintenance received under: court order <input type="checkbox"/> written agreement <input type="checkbox"/> oral understanding <input type="checkbox"/>	
Source of Other Income (if income property, enter details on separate statement of income and expense)		Monthly Amount	
Financial Institution		Branch	
Last Name TULLOCK		First Name VINCE	Mid. Init. Date of Birth 12/05/56
Current Address - No. & Street		Social Security No. 540623754	Driver's License No. AA133505B / ID
Employment MORTGAGE RUNNER		Employment Status <input checked="" type="checkbox"/> Permanent <input type="checkbox"/> Temporary <input checked="" type="checkbox"/> Full Time <input type="checkbox"/> Part Time	Work Phone 2085883449
Employer's Address 8200 STATE HWY 44		MIDDLETON	City
Previous Employer		Address MIDDLETON ID 83644	City
Alimony, child support, or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying the debt.		Alimony, child support, separate maintenance received under: court order <input type="checkbox"/> written agreement <input type="checkbox"/> oral understanding <input type="checkbox"/>	
Source of Other Income (if income property, enter details on separate statement of income and expense)		Monthly Amount	
Financial Institution		Branch	

