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Attorney for Creditor / First Security Bank, N.A.  
 Our File No. 09-34036

IN THE UNITED STATES BANKRUPTCY COURT  
 FOR THE DISTRICT OF IDAHO

IN RE:	)	
	)	Chapter 7
VINCE TULLOCK,	)	
DARCI TULLOCK,	)	Case No. 00-00774
	)	
	)	<b>MOTION TO REMOVE</b>
Debtor(s).	)	<b>AUTOMATIC STAY</b>
_____	)	

COMES NOW, First Security Bank, N.A., pursuant to 11 U.S.C. 362(d) Bankruptcy Rule 4001 and Local Bankruptcy Rule 4001.2 and alleges as follows:

1. That the Debtor(s), VINCE TULLOCK and DARCI TULLOCK, is/are indebted to Claimant upon a loan agreement dated March 29, 1997 whereby said Debtor(s) promised to pay to the order of the Claimant the total of \$18,294.13 plus interest. A copy of said note is attached hereto as Exhibit "A" and is incorporated herein in full by this reference.

2. That as security for said indebtedness, the Claimant claims a lien upon the following described property:

**One 1994 Chrysler Town & Country, I.D. #1C4GH54L6RX158517**

(See Exhibit "B" which is attached hereto and by this reference made a part of).

3. That Claimant's lien and security interest in said property is evidenced by the exhibits which are attached hereto and incorporated herein in full by this reference.

4. That Debtor(s) filed their Chapter 7 petition under the provisions of the applicable Bankruptcy Code on or about March 29, 2000.

5. That Debtor(s) are in default under the terms and conditions of the agreement/plan, as stated above, and owe \$9,844.48 as of April 24, 2000. Debtor(s) last paid on April 12, 2000, but are due for March 13, 2000. The amount in arrears is \$899.00. Furthermore, Debtor(s) have failed to maintain insurance coverage on said vehicle and Claimant has had to obtain force-placed coverage to protect its interests.

6. That Claimant alleges and believes that the present fair market value of the property is below \$9,800.00 based on: N.A.D.A.

7. That Claimant alleges that the present fair market value of its collateral may not exceed the sums due Claimant and other liens against the property above described, including that of Claimant, and of Debtor(s)' exemptions, although the exemption provision is not an issue herein.

8. That Claimant alleges the estate of Debtor(s) has no interest in the property.

9. That Claimant alleges the above-described property is not necessary to an effective reorganization of Debtor(s).

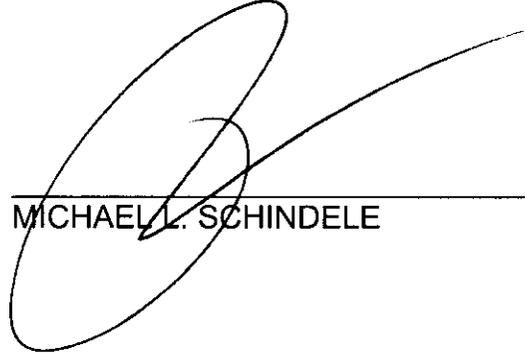
10. That Claimant does not have and has not been offered adequate protection for its liens and security interest in said property, and if Claimant is not permitted to foreclose its security interest in the collateral, Claimant will suffer irreparable injury, loss and damage.

WHEREFORE, Claimant moves the Court to issue an Order against the Debtor(s), the trustee and parties in interest as follows:

1. Removing the stay of 11 U.S.C. 362 as against Claimant and authorizing said Claimant to immediately pursue its remedies against said property by foreclosing upon or reclaiming the same pursuant to the provisions of its Note and applicable local law.

2. In the alternative Claimant prays for an Order of this Court adequately protecting Claimant's lien on the collateral in the form of cash payments to Claimant, additional liens on other unencumbered property of Debtor(s) or imposing such other restrictions on Debtor(s)' use of the collateral as will provide Claimant with the indubitable equivalent of its interest in the property.

DATED this 27th day of April, 2000.



MICHAEL L. SCHINDELE



This is a combined Installment Sale Contract, Security Agreement and Disclosure Statement (the "Agreement") for the purchase of the collateral described below (the "Collateral"). The Disclosure Statement is required by federal law. All terms and amounts provided in the Disclosure Statement, including the payment schedule, finance charge, and other terms, are incorporated herein and are a part of your Agreement with us. In the Agreement, the words "you" and "your" mean the buyer and/or co-buyer. The words "we", "our" and "us" mean the Creditor/Seller or Creditor/Assignee as identified below.

**ASSIGNMENT:** You understand and agree that this Agreement will be assigned to First Security, the Creditor/Assignee identified below, for financing under the terms of the Seller's Assignment on the reverse side hereof. You will make the payments you owe under this Agreement directly to First Security.  
**PROMISE TO PAY:** By signing this Agreement and for value received, you jointly and severally promise to pay to us the Amount Financed according to the payment schedule set forth below, plus a finance charge calculated at the annual percentage rate disclosed below. Interest on the outstanding balance of the Amount Financed will be calculated on the basis of a 365 day year and shall begin to accrue on the date of this Agreement. In addition, you agree to pay to us any late charges and returned check charges as described below. All payments due under this Agreement shall be made at the address specified by First Security.

<b>Buyer/Co-Buyer Name and Address:</b> VINCE TULLOCK OR DARCI J TULLOCK 8200 HWY 44 MIDDLETON ID 83644	<b>Creditor/Seller Name and Address:</b> BAPPY DAY FORD, INC. PO BOX 1179 CALDWELL ID 83606	<b>Creditor/Assignee Name and Address:</b> FIRST SECURITY BANK OF IDAHO PO BOX 7746 BOISE ID 83707-1746
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DESCRIPTION OF COLLATERAL SECURING THIS AGREEMENT					
NEW/USED	YEAR	MAKE	MODEL	NO. CYLS	SERIAL NUMBER
USED	94	CHRYSLER	MINIVAN	6	1CAGH5A16RX158517
OTHER: (Add further description if necessary)					

**FEDERAL TRUTH-IN-LENDING DISCLOSURE**

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed*	Total Payments	Total Sales Price
The cost of your credit as a yearly rate. 9.89 %	The dollar amount this credit will cost you. \$ 5063.87	The amount of credit provided to you or on your behalf. \$ 18294.13	The amount you will have paid after you have made all scheduled payments. \$ 23358.00	The total cost of your purchase including your down payment of \$ 1000.00 is \$ 24358.00

**PAYMENT SCHEDULE**

Number of Payments:	Payment Amount:	Beginning Due Date:	Frequency:
60	\$ 389.30	MAY 13, 1997	MONTHLY
	\$ N/A		
	\$ N/A		
	\$ N/A		

**PREPAYMENT / LATE CHARGE / RETURNED CHECKS** - The Finance charge shown above is the actual charge you will pay if you make your payments as scheduled. If you make your payments early, the actual finance charge will be less. If you pay late, the actual finance charge will be more. You may prepay what you owe us in full or part at any time without penalty to you. Since finance charges are levied each day and not in advance, the rebate of any finance charges is due to you. If for any reason checks submitted to pay your account are returned unpaid, you agree to pay to us a return service charge not to exceed ten dollars (\$10.00), in addition to any other return check service charges you may be legally obligated to pay. If you do not make your required monthly payment within fifteen (15) days after the due date, you will be charged a late fee of the greater of \$5.00 or 5% of the unpaid amount of your required monthly payment, if permitted by state law.

**SECURITY INTEREST** - To secure all amounts due or to become due under this Agreement, you are giving us a security interest in the vehicle and all current and future accessories, equipment, and replacement parts installed therein.

**PROPERTY / PHYSICAL DAMAGE INSURANCE** - Property / Physical Damage Insurance is a condition of your loan. You may obtain this insurance from anyone you want that is acceptable to us.

**NO ASSUMPTION** - Your rights or obligations under this contract may not be assumed by any other person.  
 SEE THE REST OF THIS NOTE AND SECURITY AGREEMENT FOR ADDITIONAL INFORMATION ABOUT NONPAYMENT, DEFAULT, REQUIRED REPAYMENT IN FULL BEFORE SCHEDULED DATE AND OTHER INFORMATION.

APR 03 1997

**CREDIT INSURANCE**

Credit insurance is NOT a condition of your loan, but we will purchase credit insurance for you if you so request by your signature.

You may cancel the credit insurance you requested by sending us a signed statement asking us to cancel it. You agree to send back to us all insurance certificates you receive. If you cancel within 20 days of the date of the agreement, you will receive a full refund of any insurance premiums paid. If you cancel after 20 days you will receive a refund based on the rule of 78's.

Type	Premium	Term	Signature
<input type="checkbox"/> Credit Life	\$ N/A		
<input type="checkbox"/> Joint Credit Life	\$ N/A		
<input type="checkbox"/> Disability	\$ N/A		

**\*ITEMIZATION OF AMOUNT FINANCED**

1. Cash Selling Price INCL. DOC. FEE	\$ 17321.08 (1)
2. Cash Down Payment	\$ 1000.00 (2)
3. a. Trade-In Amount	\$ N/A (3a)
b. Less Amount Paid to Others	\$ N/A (3b)
c. Net Trade Down Payment (3a minus 3b)	\$ N/A (3c)
4. Total Down Payment (2 plus 3c)	\$ 1000.00 (4)
5. Unpaid Balance (1 minus 4)	\$ 16321.08 (5)
6. Amounts Paid to Others on Your Behalf:	
a. Sales Tax	\$ 866.05 (6a)
b. License and Transfer Fees	\$ N/A (6b)
c. Filing Fees	\$ 8.00 (6c)
d. Credit Insurance Company	\$ N/A (6d)
e. Warranty/Service Contract Insurance	\$ 1099.00 (6e)
f. To _____ For _____	\$ N/A (6f)
g. To _____ For _____	\$ N/A (6g)
Total Amount Paid to Others on Your Behalf (Add 6a through 6g)	\$ 1973.05 (6)
7. Total Amount Financed (5 plus 6)	\$ 18294.13 (7)

**DISCLAIMER OF IMPLIED WARRANTIES**

WE MAKE NO WARRANTIES WHATSOEVER UNLESS AN EXPRESS WARRANTY PAGE IS ATTACHED TO THIS AGREEMENT. IN THE ABSENCE OF SUCH EXPRESS WARRANTY PAGE, ANY ITEM SOLD UNDER THIS AGREEMENT IS SOLD AS IS, WITH ALL DEFECTS, AND WITHOUT ANY WARRANTY OF FITNESS OR MERCHANTABILITY. IF THERE IS A NEW VEHICLE OR PRODUCT WARRANTY BY THE MANUFACTURER, IT WILL BE IN INFORMATION PROVIDED BY THE MANUFACTURER.

DESPITE THE FOREGOING PROVISION, IF YOU ARE PURCHASING A "USED VEHICLE" COVERED BY THE USED MOTOR VEHICLE TRADE REGULATION RULE, THE FOLLOWING TERMS APPLY TO THIS AGREEMENT: (A) THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT; (B) INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

**NOTICE TO BUYER**

(A) By your signature below you promise to pay to the creditor or its assigned all monies owed under this agreement. (B) Do not sign this contract before you read it or if any spaces intended for the signed terms, except as to unavoidable information, are blank. (C) You are entitled to a copy of the contract at the time you sign it. Buyer(s) acknowledge(s) the receipt of a copy of this contract. THE TERMS AND CONDITIONS APPEARING ON THE BACK OF THIS AGREEMENT ARE AN INTEGRAL PART OF THIS AGREEMENT.

Buyer Vince Tullock Date 03/29/97 Buyer Darci Tullock Date 03/29/97  
 Co-Buyer \_\_\_\_\_ Date \_\_\_\_\_ Co-Buyer \_\_\_\_\_ Date \_\_\_\_\_  
 Accepted By Creditor / Seller: \_\_\_\_\_

ADDITIONAL PROVISIONS

1. Security Interest In Collateral. Your obligations under this Agreement are secured by a security interest in the Collateral described on the reverse side hereof, together with all additions, accessions, and substitutions thereof, and all proceeds therefrom. You warrant that there are no liens on the Collateral except those hereby granted by you, unless otherwise stated in the Collateral description.

2. Title. You warrant that you are of legal age and that you will not create nor permit the existence of any lien or security interest on the collateral other than that created by this Agreement. Any certificate of title now or hereafter existing on any of the Collateral must be delivered to us within ten (10) days of this Agreement and will state our interests. You agree to defend the Collateral at your own expense against all claims and demands of all other persons at any time claiming the same or any interest in the Collateral.

3. Filing. You warrant that no financing statement is now on file covering any of the Collateral or any proceeds thereof, and so long as any amount is owed under this Agreement, no financing statement will be executed or filed except as required by this Agreement. You agree to execute and deliver one or more financing statements, as we may require from time to time, as well as any other documents or statements which we determine necessary to comply with any applicable law or to preserve, protect and enforce our security interest under this Agreement. You agree to pay all costs of filing such statement.

4. Location and Ownership of Collateral. You agree that the Collateral will not be moved, sold, leased or otherwise disposed of unless we consent in writing.

5. Property Insurance. You must purchase and maintain property insurance on the Collateral against loss, damage, theft and other such risks as we may require, to the full insurable value thereof. You may purchase this insurance from a company of your choice that is acceptable to us. All policies of insurance must be in a form acceptable to us and must be endorsed with a standard loss payable clause or another endorsement as we require and must provide that we receive minimum of ten days written notice of cancellation and the opportunity to maintain the policy in force. Upon our request, policies or certificates attesting to the insurance coverage shall be deposited with us. You hereby assign to us any proceeds of such insurance coverage and appoint us your agent to make claim for or receipt for such proceeds. You agree that we may apply such proceeds at our option, to any obligations under this Agreement, whether or not due. We are authorized, but not obligated to purchase any or all of such insurance, or 'single interest insurance' protecting only our security interest, all at your expense. In such event you agree to reimburse us for the cost of such insurance, which may exceed the cost of insurance you could buy. Such amounts will be added to this Agreement, with interest, shall be secured by this Agreement and shall be repayable on demand. We shall have no liability whatsoever for any loss that may occur by reason of omission or lack of coverage for any such insurance.

You understand that any property insurance that we may acquire in your behalf covers only the collateral securing this agreement. It does not cover you against personal injury or property claims and it does not include public liability or no-fault insurance. If you want other coverage, or it is required by law, you must buy it separately.

6. Optional Insurance or Service Contracts. Any refund that we obtain on any optional insurance or service contracts agreed to hereunder will be credited to your total outstanding balance, if we lawfully repossess the vehicle pursuant to this Agreement, you agree that we may claim benefits under and terminate any optional insurance or service contracts in order to obtain refunds for unearned charges.

7. Care of Collateral. You will not misuse, conceal, encumber or in any way dispose of the Collateral, or use or permit it to be used contrary to the provisions of this Agreement, or the insurance agreements. You will not allow any tax lien against it to become delinquent and you shall keep the Collateral free of all liens for storage, labor and materials. You will not waste, injure or destroy the Collateral, but maintain it in good repair and be responsible for any loss or damage to it.

8. Lawful Use of Collateral. You agree to comply with all government laws or regulations affecting the use of the Collateral and will not use or permit it to be used in any unlawful manner.

9. Right to Protect Collateral. At our option, we may pay any tax, assessment, insurance premium, expense, repair, or other charges payable by you. We may also pay for any filing or recording fees. Any amount so paid, however, may be charged against you at the interest rate being charged under this Agreement as of the date of that advance. Such payment shall be secured by this Agreement and shall be repayable by you on demand.

10. Default. You shall be in default if any of the following occur:

- (a) You fail to pay when due the full amount of any payment as provided under this Agreement.
- (b) You fail to perform any promises made in this Agreement.
- (c) You provide us at any time with false information or signatures.
- (d) The Collateral is seized or levied upon under any legal, governmental process against you or against the Collateral.
- (e) You become insolvent or die.
- (f) You have a petition filed or any other proceeding commenced under the Federal Bankruptcy Code or any statute by or against you; or you are named in, or the Collateral is subjected to a suit for the appointment of a receiver.
- (g) There is loss, or destruction of, or substantial damage to, any portion of the Collateral.
- (h) There is entry of any judgement against you.
- (i) You assign any equity in any of the Collateral covered hereby without our written consent.
- (j) We deem ourselves insecure for any reason whatsoever.

11. Remedies. Upon the occurrence of any event of default as described above, and at any time thereafter, we may terminate this Agreement with you and declare the entire balance due and payable at once, without notice or demand. We shall have all the remedies of a secured party under the Uniform Commercial Code and other applicable law. We shall be entitled as follows:

- (a) We are authorized to enter any premises where the Collateral is situated and take possession of said Collateral without notice or demand, and without legal proceedings.
- (b) You agree to put us in possession of the Collateral on demand.
- (c) At our request, you will assemble the Collateral and make it available at a place designated by us which is reasonably convenient to both parties.
- (d) We may sell, lease, or otherwise dispose of the Collateral in accordance with law. You agree that a period of ten (10) days from the time the notice is sent, by First Class Mail or otherwise, shall be a reasonable period of notification of a sale or other disposition of Collateral. You agree that any notice or other communication by us to you shall be sent to your mailing address as stated in this Agreement. If your address should change, you must notify us immediately. You agree to pay on demand the amount of all expenses reasonably incurred by us in protecting or realizing on the Collateral. You agree that a sale of the collateral through a recognized dealer wholesale auction is a commercially reasonable disposition of the collateral, although we may dispose of the collateral in any other commercially reasonable manner.

(e) If we dispose of the Collateral, you agree to pay any deficiency remaining after the application of the net proceeds to any indebtedness secured hereby.

(f) We shall have the right immediately and without further action to set off against liabilities you owe under this Agreement all money owed by us to you whether or not now due. We shall be deemed to have exercised such right to set-off and to have made a charge against such money immediately upon occurrence of such default, even though such charge is made and entered into on our books subsequent thereto.

12. We may refuse to declare a particular event to be in default, but our refusal to do so does not bind us if a similar or different event occurs thereafter.

13. Collection Costs and Attorney's Fees. Upon demand, you agree to pay any additional costs incurred by us to collect or enforce payment of your obligations under this Agreement. Such costs shall include but not be limited to, reasonable attorney's fees, collection costs, out-of-pocket costs, expert costs and costs on appeal as permitted by statute.

14. Entire Agreement. This document, along with any other written documents necessary in amending the terms, or perfecting the security interest of this loan, all constitute the entire agreement entered into between First Security Bank, and the borrower. Any oral agreements not reduced to writing, and incorporated within this Agreement, are null and void. Any provision of this Agreement deemed to be invalid shall not invalidate the remainder of this Agreement. All words used herein shall be construed to be of such gender and number as the circumstances require. This Agreement shall be binding upon your heirs, personal representatives, successors and permitted assigns.

NOTICE: ANY HOLDER OF THIS AGREEMENT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies only to goods or services obtained primarily for personal, family, or household use. In all other cases, you will not assert against any subsequent holder or assignee of this contract any claims or defenses you may have against us, or against the manufacturer of the vehicle or equipment obtained under this contract.

SELLER'S ASSIGNMENT

In the following Assignment, the words "you" and "your" mean the seller. The words "we", "us" and "our" mean First Security as identified on the reverse side of this Agreement.

You agree to assign, and we agree to accept, this Agreement under the terms and conditions of a previously signed, underlying Retail Finance Agreement, including your agreement to apply for and obtain proper registration of the vehicle, showing the Buyer as registered owner and us as legal owner and first lienholder of the vehicle. You warrant that this combined Installment Sale Contract, Security Agreement and Disclosure Statement ("Agreement") is genuine, and that the collateral securing this Agreement is free from any liens or other security interests. You warrant also that this is an enforceable Agreement and that you have complied with all applicable laws or regulations. You agree to indemnify and hold us harmless from any costs, expenses and fees, including attorney's fees, incurred or arising from violation or breach of the foregoing warranties or representations. In the event you breach any of the foregoing representations and warranties, you agree to repurchase the Agreement on demand by paying us the full unpaid balance, together with accrued interest, owing on the Agreement. You will be responsible for compliance with all applicable laws upon repossession and resale of the property. You agree that we are relieved from any and all further liability with regard to the property once you pay us off.

This Agreement is assigned on the following basis (check one):

- Non-Recourse
- 90-Day Repurchase
- Full Recourse

Seller Happy Day Food

By [Signature]

Title BA Mgr

Date 3/31/97

If corporation, state title of signer. If partnership, partner should sign. If sole proprietorship or sole ownership, owner should sign.

GUARANTY BY THIRD-PARTY

The following is a Guaranty Contract. The words "you" and "your" mean the Guarantor as identified by the signature below. The words "we", "us" and "our" mean Creditor as identified on the reverse side of this Agreement.

As a condition to our making this Agreement with the Buyer, and in return for the value of our doing so, you guarantee to us that in the event the Buyer fails to make any payment or fails to keep any promise under this Agreement you will promptly pay to us on demand all debts and obligations owed under the Agreement. You agree to do this even though we may choose not to collect from the Buyer, or not to resort to the Collateral, or not to pursue any other remedy that may be available to us under the Agreement. You agree that we may grant extensions of time for payments, release the Buyer from his duty to pay, or deal with the Collateral in any manner we choose, and you will nevertheless remain liable to us for the full amount remaining to be paid under the Agreement. In addition, you expressly waive any right you may have to notices of repossession of the Collateral, sale of the Collateral, nonpayment, nonperformance, or amounts due at any time.

In addition to the above obligations you agree to pay all costs and expenses, including attorney's fees, incurred by us in enforcing this Guaranty. Finally you acknowledge (1) that no one has the authority to alter the terms of this Guaranty by promising you special treatment or making other representations that do not appear on the face hereof, and (2) that you have received a "Notice to Cosigner".

Signature of Guarantor \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

ITD-3617 04-04TM  
01-875529-B

# IDAHO CERTIFICATE OF TITLE

VEHICLE IDENTIFICATION NUMBER <b>1C4GH54L6RX158517</b>		YEAR <b>1994</b>	MAKE <b>CHRY</b>	BODY <b>VN</b>	MODEL <b>TK</b>	DESCRIPTION <b>TOW&amp;CNT</b>
2ND VEHICLE IDENTIFICATION NUMBER		ODOMETER READING <b>49989 ACTUAL</b>		DATE <b>03/29/1997</b>		
TITLE NUMBER <b>A96323146</b>	PRINT DATE <b>04/16/1997</b>	WEIGHT	LENGTH	WIDTH	HULL	HORSEPOWER
OWNER'S NAME AND ADDRESS <b>TULLOCK, VINCE DR TULLOCK, DARCI J 8200 HWY 44 MIDDLETON, ID 83644</b>				OTHER PERTINENT DATA		

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

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	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 2nd PURCHASER'S/REPRESENTATIVE'S SIGNATURE (or representative's printed name): B X

### Lienholder Section

FIRST LIEN <b>FIRST SECURITY BANK OF IDAHO PO BOX 7746 BOISE, ID 83707-1746 RECORDED 04/11/1997 15:50</b>		SECOND LIEN	
9	SIGNATURE RELEASING LIEN DATE X	10	SIGNATURE RELEASING LIEN                      DATE X
		11	NEW LIENHOLDER'S NAME
		12	ADDRESS
		13	CITY                      STATE                      ZIP

Alterations May Void This Document

AUDIT NO. **02875630**

EXHIBIT B