

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF IDAHO (POCATELLO)**

Name of Debtor  
Keith Delgado  
Estella L Delgado

Case Number  
02-40892 13

**PROOF OF CLAIM**

U.S. COURTS

02 MAY 21 PM 3:20

CLERK OF COURT

02-40892

1882746

THIS SPACE IS FOR COURT USE ONLY

*(This space is for the court's use only. It should not be used to make a claim for an administrative expense. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.)*

Name of Creditor (The person or other entity to whom the debtor owes money or property):  
Advanced Check Loans  
Name and Address where notices should be sent:  
Advanced Check Loans  
54 N. Maple  
Blackfoot, ID 83221  
Telephone Number: 208-785-0401

- 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.

Account or other number by which creditor identifies debtor:

Check here if  replaces  amends a previously filed claim, dated 2-7-02

- 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:** 7-5-01

**3. If court judgment, date obtained:** 11-27-01

**4. Total Amount of Claim at Time Case Filed:** \$ 75.00  
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 \_\_\_\_\_  
Value of Collateral: \$ \_\_\_\_\_  
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 \$4,650),\* 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 \$ 2,100\* 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 4/1/04 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

Date  
5-20-02

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):  
Peary Gallardo Peary Gallardo

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.

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF IDAHO (POCATELLO)

PROOF OF CLAIM

Name of Debtor  
J Keith Delgado  
Estrella L. Delgado

Case Number  
02-40121

**NOTE:** This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. §503.



Name of Creditor (The person or other entity to whom the debtor owes money or property):  
Advance Check Loans  
Name and Address where notices should be sent:  
Advance Check Loans  
51 N Maple  
Blackfoot, ID 83221

- 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

Telephone Number: 208-785-7690

Account or other number by which creditor identifies debtor:

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: 7-5-01

3. If court judgment, date obtained: 11-27-01

4. Total Amount of Claim at Time Case Filed: \$ 75.00

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 \_\_\_\_\_  
Value of Collateral: \$ \_\_\_\_\_  
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 \$4,650)\* 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 \$ 2,100\* 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 4/1/04 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.

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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.

Date  
2-7-02

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):  
Peggy Gallegos Peggy Gallegos

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.

COPY

507136

7th JUDICIAL DISTRICT, STATE OF IDAHO  
Bingham COUNTY  
SMALL CLAIMS DEPARTMENT

FILED AT M  
CLERK OF THE DISTRICT COURT  
BY Deputy

CASE NO. CV01-1535

ADVANCE CHECK LOANS,

54 N. Maple, Bldg. 1A, 83221  
Present: Yes No PLAINTIFF(S)

vs.

JACINTO KEITH DELGADO,  
346 S. University, Bldg. 1A, 83221  
Present: Yes No DEFENDANT(S)

JUDGMENT

RECORDED AT THE REQUEST OF  
Advocate Check Loans  
2001 DEC 17 PM 4:26  
BINGHAM COUNTY RECORDER  
BLACKFOOT, IDAHO  
507136

It appears from the court's file that service of process has been made upon the defendant.

- Judgment is entered in favor of the plaintiff on the claim in the amount of \$ 20.00 with costs in the amount of \$ 25.00 for a total judgment of \$ 45.00
- Judgment is entered in favor of the plaintiff for recovery and possession of the following personal property which the Defendant is hereby ordered to return to the Plaintiff,

and for costs in the amount of \$ \_\_\_\_\_  
After the defendant has paid the money required by the judgment, and returns any personal property required by the judgment, the defendant has satisfied the judgment. The Plaintiff is ordered to complete and file a Satisfaction of Judgment with the court clerk within 30 days after the judgment is satisfied.

- This is a default judgment.
- This judgment is based on the agreement of the parties.
- Judgment is entered in favor of the defendant. The plaintiff's claim is denied.
- The plaintiff's claim is dismissed without prejudice.
- The plaintiff's claim is dismissed with prejudice.

Date: 11/27/01

Magistrate Judge

Copy served on plaintiff by hand-delivery mailed to address shown in court files.  
Copy served on defendant by hand-delivery mailed to address shown in court files.

Date: 11-27-01

Deputy Clerk Glenn Rowley

COPY

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DISMISSAL BY PLAINTIFF

- The plaintiff acknowledges full satisfaction of the claim, and dismisses the claim in this case.
- The defendant has not filed an answer, and the plaintiff dismisses the claim in this case without prejudice pursuant to I.R.C.P. 41(a)(1).

Date: \_\_\_\_\_

Judgment  
Small Claim Form SC7-1  
Effective 4/2001

STATE OF IDAHO  
COUNTY OF BINGHAM  
I hereby certify that the foregoing instrument is a true and correct copy of the original on file in the office of the undersigned Clerk of the Magistrate Division, District Court of the Seventh Judicial District of Idaho, for Bingham County, ca. 11-27-01  
Date  
JUDIE HAMBLEN

PLAINTIFF COPY



Licensed by the  
State of Idaho  
Department of Finance  
700 W. State St., 2nd Floor  
P.O. Box 83720  
Boise, ID 83720-0031  
(208) 332-8002

# LOAN AGREEMENT AND DISCLOSURE STATEMENT:

(Complete in full to receive 5th Loan Discount)

Client's Name: Keith Delgado SSN: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_  
 Reference (Name and Phone #): \_\_\_\_\_  
 Current Employer (Name and Phone #): \_\_\_\_\_

In this agreement, the words "Client," "your" and "you" mean the person(s) signing this agreement, and words "us" and "our" mean Advance Check Loans. By signing this agreement and for value received, the Client agrees to pay to us or to our Order, by personal check, the amount financed together with the finance charge and all other applicable fees and charges as set forth below. Advance Check Loans agrees to deposit the check after the amount of days listed below after the date of this agreement, based upon the loan fee paid, as set forth below. This agreement will be based upon the following amount of days.

**AMOUNT OF DAYS FOR LOAN:** 20

**Promise to Pay:** The Client promises to pay to us the "Total of Payments" on the due date showing on the "Payment Schedule" below. If the check will not clear your bank on the due date, Advance Check Loans reserves the right to withdraw the funds from your account at any time after the due date, at our sole discretion.

**Other Terms:** The Client also agrees that an account is open in your name at the bank shown on the check you provided us when you signed this agreement. If Advance Check Loans must take any action whatsoever to collect the amount of this check, the Client agrees to pay any costs incurred to collect this loan. A \$20.00 collection fee will be added to all returned checks. The client is in default if the check will not clear the bank, or if full payment is not received by the due date listed below. In the event of a default, Advance Check Loans shall be entitled to collect interest on the entire amount due at the rate of 21% per annum.

**Buy Back Agreement:** If the Client wished to buy back the check until closing time on the date due. If you fail to buy back the check by closing time on the due date of the check, we will deposit the check into our bank, or withdraw the funds from your account, the following business day or any day the check will clear your bank after the due date. The client is responsible to write "BB" on the check in the upper right hand corner next to the check number, and initial this buy back agreement. Initial here if you wish to buy back the check.

The base loan fee will be \$12.00 per \$100.00 loan for seven (7) days and \$22.50 per \$100.00 loan for seventeen (17) days.

### TRUTH IN LENDING DISCLOSURE

<b>Annual Percentage Rate (The cost of your credit as a yearly rate)</b> <u>451.69%</u>	<b>Finance Charge (The dollar amount the credit will cost you)</b> \$ <u>37.13</u>	<b>Amount Financed (The amount of credit provided to you or on your behalf)</b> \$ <u>150.00</u>	<b>Total of Payments (The amount you will have paid after you have made all payments as scheduled)</b> \$ <u>187.13</u>
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### PAYMENT SCHEDULE

<b>Number of Payments</b> <u>1</u>	<b>Payment Amount</b> \$ <u>187.13</u>	<b>When Payment is Due</b> <u>7/5/01</u>
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**Prepayment Bonus:** If the Client pays off the loan early, he/she will be entitled to a refund or part of the finance charge, only for the amount you need for the number of days you need it! No more, no less.

I have read a copy of this loan agreement and disclosure statement and agree to the above terms.

Signature: [Signature]  
 Applicant (or agent for CO-applicant)

Date: 6/15/01

Date: \_\_\_\_\_

**COPY**