United States Bankruptcy Court
District of Idaho

Complete this form and mail to: **U.S. Bankruptcy Court 801 E. Sherman St. Pocatello, ID 83201**

PROOF OF CLAIM
THIS SPACE IF FOR COURT USE ONLY

Name of Debtor: J. Keith and Estella L. Delgado

Case Number: 02-40892

Chapter: 13 **Trustee:** L.D. Fitzgerald

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 U.S.C. §503

Name of Creditor (The person or other entity to whom the debtor owes money or property):
Cavalry Investments assignee of Key Bank
c/o Wilson & McColl
P.O. Box 1544, Boise, Idaho 83701

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.

Account or other number by which identifies debtor: 348326

Check here if this claim: Replaces Amends a previously filed claim dated:

1. Basis for Claim Goods Sold Services Performed ✓ Money Loaned Personal Injury/Wrongful Death Taxes
Retiree benefits as defined in 11 U.S.C. §1114 (a) Other (please describe):
Wages, Salaries and compensation: Your Social Security Number:_____
Unpaid Compensation for services performed from _____ (date) to _____ (date)

2. Date debt was incurred: 2/20/97

3. If court Judgment, date obtained:

4. SECURED CLAIM
Check 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 the case was filed*** included in secured claim, if any:
$_____

5. UNSECURED PRIORITY CLAIM
Check box if you have an unsecured priority claim
Amount entitled to priority $_____

SPECIFY PRIORITY OF CLAIM
Wages, Salaries, or commissions (up to $4650)* earned within 90 days before filing of the bankruptcy petition or cessation or 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 $2100* 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.

6. TOTAL AMOUNT OF CLAIM AT TIME CASE WAS FILED
UNSECURED $ 5,175.94 SECURED $ _____
PRIORITY $ _____ TOTAL $ 5,175.94
Check box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all additional charges.

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, please 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.

DATE 7/3/02

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)
Jeffrey M. Wilson

Penalty for presenting fraudulent claim Fine up to $500,000 or imprisonment for up to 5 year, or both. 18 U.S.C.§152 and §3571

CASE NO. CV01-2097
FILED
11/1/01
JUDIE HAMPTON
CLERK OF THE DISTRICT COURT
BY _____ DEPUTY

JEFFREY M. WILSON
WILSON & McCOLL
420 W. Washington
P.O. Box 1544
Boise, Idaho 83701
Telephone: 208-345-9100
Facsimile: 208-384-0442
ISB #1615
Attorney for Plaintiff

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF

THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BINGHAM

CAVALRY INVESTMENTS, L.L.C. assignee of KEY BANK, Plaintiff, vs. J KEITH DELGADO and ESTELLA DELGADO, Defendant.	Case No. CV01-2097 COMPLAINT NOTICE: This case is assigned to **James L. Martsch** **Judge**

COMES NOW the Plaintiff above named and for cause of action against the Defendant, complains and alleges as follows:

I

That the Plaintiff is now and at all times pertinent hereto was a financial institution doing business as Cavalry Investments, LLC with its principal place of business located outside the state of Idaho.

II

That the Defendant at all times pertinent hereto was a resident of the County of BINGHAM, State

This communication is from a debt collector, the purpose of which is to collect a debt; any information obtained may be used for that purpose.

of Idaho.

III

That on or about the 20th day of February, 1997, the Defendant executed a Retail Installment Contract and Security Agreement in favor of Plaintiff covering the purchase of a 1995 GMC Truck.

IV

That the Defendant defaulted in the terms and conditions of the Retail Installment Contract and Security Agreement by failing to make the required monthly payments and Plaintiff subsequently retook possession of the collateral described above.

V

The Plaintiff subsequently sold the collateral and applied the proceeds of sale to the balance due on the Retail Installment Contract and Security Agreement.

VI

That after applying the proceeds of sale of the collateral, there is still due Plaintiff from Defendant the sum of $4,173.40 with accrued interest thereon in the amount of $153.99, which interest continues to accrue at the contract rate of 12.95%.

VII

That no payment has been made, despite inquiries and demands by Plaintiff to Defendant that said account, as stated above, be paid in full.

VIII

That the Plaintiff has been required to retain the services of counsel and has retained the firm of Wilson and McColl, to prosecute this action. Further, that should Plaintiff be successful in this action, that Defendant, in addition to being responsible for Plaintiff's costs incurred herein, should be responsible for Plaintiff's reasonable attorney's fees incurred herein pursuant to Idaho Code § 12-120(3). That a reasonable attorney's fee, should this action be uncontested, is the sum of $1,000.00; and further, that should said action be contested, the sum of $110.00 per hour for time expended on Plaintiff's behalf is a reasonable attorney's fee herein.

This communication is from a debt collector, the purpose of which is to collect a debt; any information obtained may be used for that purpose.

WHEREFORE, Plaintiff prays for judgment against the Defendant as follows:

1. For the sum of $4,173.40, together with pre-judgment interest thereon at the contract rate of 12.95% per annum;

2. For Plaintiff's reasonable attorney's fees incurred herein pursuant to Idaho Code § 12-120(3), in the amount of $1,000.00, should this matter be uncontested; otherwise, the sum of $110.00 per hour for the time expended on behalf of Plaintiff herein, should said action be contested;

3. For Plaintiff's costs incurred herein; and,

4. For such other and further relief as to the Court may appear just.

DATED This 10 day of October, 2001.

WILSON & McCOLL

By_____
JEFFREY M. WILSON
Of The Firm

This communication is from a debt collector, the purpose of which is to collect a debt; any information obtained may be used for that purpose.

ITEMIZATION CONTINUED

SINGLE ACCOUNT: DELGADO , J KEITH

JUL 11, 2001
DESK: CE

ACCOUNT #: 348326 CLIENT DEBTOR #: 44000557544

DESK: CE

OUR CLIENT NAME: KEY BANK 3/01
FOR: KEY BANK
INTEREST AT: 12.9% FROM DATE OF SERVICE.
DATE OF REFERRAL:03/16/01 DATE OF SERVICE: 03/14/00 DATE OF LAST PMT: 04/25/00

AMOUNT REFERRED:	$	4173.40
PRINCIPAL BALANCE:	$	4173.40
ACCUMULATED INTEREST:	$	0.00
OTHER CHARGES:	$	0.00
COURT COSTS:	$	0.00
ATTORNEY FEES:	$	0.00
OTHER:	$	0.00
INTEREST:	$	653.42
ACC'T BAL:	$	4826.82

PAYMENT TRANSACTION HISTORY

PE	DATE	PAYMENT AMOUNT	PAID ON PRINCIPAL	PAID ON INTEREST	PAID ON OTHER CHGS	PAID ON COURT COST	PAID ON ATTY FEES	PAID ON OTHER
				NO PAYMENTS THIS ACCOUNT				
AND TOTAL		0.00	0.00	0.00	0.00	0.00	0.00	0.00

TAL DUE ON ALL ACCOUNTS	4826.82
TAL INTEREST PAID FOR 2000	0.00
TAL INTEREST PAID TO DATE FOR 2001	0.00

Words "you" and "your" mean each and all of those persons who sign it individually and together. The words "we," "us," and "our" refer to the Bank. "Loan" means the Agreement, the Note, the Security Agreement and Disclosure Statement. In this Agreement, the debt it evidences.

DISCLOSURE STATEMENT

FINANCIAL INFORMATION	AMOUNT FINANCED The amount of credit provided to you on your behalf.	ANNUAL PERCENTAGE RATE The cost of credit to you as a yearly rate which may be subject to change.	FINANCE CHARGE The dollar amount the credit will cost you which may be subject to change	TOTAL OF PAYMENTS The amount you will have paid after making all scheduled payments which may be subject to change
	$ 21057.37	12.95 %	$ 8753.51	$ 29810.88

PAYMENT SCHEDULE

Number of Payments*	Amount of Payment	Payments Are Due Monthly Beginning
66	$ 451.68	04/16/97

*The Number of Payments will be subject to change if the VARIABLE RATE box is checked below.

[ ] **FIXED RATE** -- Unless the Variable Rate box is clearly checked below, the Contract Rate on this Agreement will remain constant until maturity.

[XX] **VARIABLE RATE** -- The Contract Rate, which is determined by adding a margin to the index rate described below, may increase or decrease during the term of the Loan if the Variable Rate Index, described below, increases or decreases. Increases in the Contract Rate will result in additional payments at the same amount while any decrease in the Contract Rate will result in fewer payments at the same amount. For example, if your loan is for $5,000 for 48 months at an initial Contract Rate of 12.00% and the Contract Rate increased to 13.5% after three (3) months, you would have to make two additional payments with the final payment being $46.99.

VARIABLE RATE INDEX -- The Variable Rate Index ("Index") is based on the three (3) month Secondary Market Certificates of Deposit rate which is published in *The Wall Street Journal* "Money Rates" table. The Index is a weekly average of the rates in effect for the week beginning the Monday following the 14th day of the month prior to the month of each Contract Rate change date. The Contract Rate will be adjusted on each third month anniversary of the date of this Agreement. The Contract Rate will not be increased or decreased by more than 1.5% on any rate change date based on a change in the Index.

CREDIT INSURANCE — YOU CANNOT BE DENIED CREDIT SIMPLY BECAUSE YOU CHOOSE NOT TO BUY CREDIT INSURANCE. CREDIT LIFE INSURANCE AND CREDIT DISABILITY INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT. INSURANCE WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE ADDITIONAL CHARGE.

	Amount Covered	Term	Premium
[ ] Credit Life (Insured Only)			
[X] Credit Life (Insured/Joint Insured)	29810.88	66	896.57
[ ] Credit Disability (Insured Only)	N/A		N/A
	N/A		N/A

You desire the credit insurance indicated above. X [signature] SIGNATURE OF BORROWER SIGNATURE OF JOINT INSURED

OTHER INSURANCE — You are required to obtain property insurance. You may purchase this insurance from anyone that is acceptable to us.

SECURITY — You give us a security interest in the goods or property purchased and: *(brief description of other property, if any)* _____

FILING FEES — $ N/A If paid in cash.

LATE CHARGE -- For each payment that we do not receive within ten (10) days after it is due, you agree to pay us a late charge of 10% of the payment, but not more than $30.00 for each late payment.

PREPAYMENT — You may have to pay a prepayment charge if you pay off your Loan early unless you are a resident of Delaware, Maryland, New Mexico, South Carolina, Utah, Vermont or West Virginia in which case you can pay off your Loan at any time without a prepayment charge.

See the rest of this Agreement, including the reverse side, for any additional information about nonpayment, default, prepayment charges and insurance coverage(s).

ITEMIZATION OF AMOUNT FINANCED

NUMBER OF MONTHLY PAYMENTS	66
MONTHLY PAYMENT AMOUNT	$ 451.68
CONTRACT RATE	12.95
LOAN PROCEEDS	
Amount given directly to you:	$ N/A
Amount paid on your loan(s) with us:	$ N/A
Amounts paid to others on your behalf:	
BLACKFOOT MOTORS	$ 19449.45
	$ N/A
	$ N/A
a) Total Loan Proceeds	$ 19449.45

ADDITIONAL CHARGES FINANCED	
Filing fees	$ 8.00
Credit Insurance	$ 896.57
	$ N/A
DOC FEES	$ 27.00
SALES TAX	$ 676.35
b) Total Additional Charges	$ 1607.92
c) AMOUNT FINANCED (sum of a + b)	$ 21057.37
PREPAID FINANCE CHARGES	
Loan Processing Fee	$ N/A
	$ N/A
d) Total Prepaid Finance Charges	$ N/A
PRINCIPAL NOTE AMOUNT (sum of c + d)	$ 21057.37

NOTE AND SECURITY AGREEMENT DATE: 02/20/97 EXECUTED AT: BLACKFOOT, ID

NOTE -- To repay your Loan, you promise to pay to our order the PRINCIPAL NOTE AMOUNT stated above, together with interest at the CONTRACT RATE stated above in accordance with the terms and conditions and at the rates set forth in the DISCLOSURE STATEMENT and on the reverse side hereof without relief from valuation and appraisement laws, if applicable. You will pay the amount at any of our offices in consecutive monthly payments in accordance with the Payment Schedule described in the DISCLOSURE STATEMENT. You agree to pay the number of consecutive monthly payments necessary to pay the principal and interest on this Loan in full.

SECURITY AGREEMENT -- To protect us in the event of default on this Agreement, you give us a security interest, and assign as security all of your rights, title and interest, in the property described below and in all parts, appliances, equipment, fixtures, substitutions and proceeds from the sale of the Collateral, and loss proceeds or returned or unearned premiums of insurance policies in regard to this Loan (the "Collateral"). The Collateral shall also secure the payment of any advances that we make under this Agreement. **By giving us a security interest in the Collateral, you waive any right provided by law to claim the Collateral exempt from legal process.** You also agree that we have a right of set off, subject to applicable state law limitations, against any monies you have in our possession.

INSURANCE -- You understand that you are required to obtain property insurance on the Collateral covered by this Agreement for its full insurable value as more fully described on the reverse side of this Agreement, and that you can buy this insurance through any person of your choosing acceptable to us.

USED 95 GMC TK20753 TK SERIAL # 1GTFK29K6SE524327

ADDITIONAL TERMS AND CONDITIONS -- You understand that the additional terms and conditions printed on the reverse side are part of this Agreement and that you are bound by them in the same manner as if they were printed on the front. You also acknowledge that you have received a completed copy of the Agreement.

NOTICE TO CONSUMER — (1) Do not sign this Agreement before you read it; (2) You are entitled to a copy of this Agreement; (3) You may, at any time, prepay the unpaid balance subject to such penalty as the Agreement and applicable law permits.

[signature] SIGNATURE [signature] SIGNATURE _____ SIGNATURE

NOTICE TO CO-SIGNER — Your signature on this note means that you are equally liable for the repayment of this Loan. If the borrower does not pay, the lender has the legal right to collect from you.

Florida Documentary Stamp Tax required by law in the amount of $ N/A **has been paid or will be paid directly to the Department of Revenue, Certificate of Registration No. 34-0797057-78-01.**

NOTICE TO CO-SIGNER

You are being asked to guarantee this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility. You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay late fees or collection costs which increase this amount. The Bank can collect this debt from you without first trying to collect from the borrower. The Bank can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may become a part of your credit record. This notice is not the contract that makes you liable for the debt.

ORIGINAL

(unless default results from a failure to make payment).

...are in default, you agree that:

1. The entire unpaid balance of this Loan, including [redacted] ...ncipal, accrued interest and other charges, is immediately due without a[redacted]otice (unless prior notice is required by applicable law).
2. You will deliver the Collateral to a place we designate which is reasonably convenient to both you and us.
3. We shall have the rights and remedies given to us under applicable law including the right to enter at any time with or without notice or judicial process upon your property or any other property where the Collateral may be found and take possession of and remove the Collateral.
4. You will pay our reasonable costs of repossession, costs of holding the Collateral, and costs of sale.
5. We may use any license plates issued for the Collateral in connection with the exercise of any of our rights and remedies.
6. If applicable law requires us to give notice if we are going to sell or dispose of the Collateral, such notice may be sent to you at your address last shown on our records.
7. We can cancel any credit life, disability or accident and health insurance taken out in connection with this Agreement and receive on your behalf and apply any unearned premiums on such insurance policies to the outstanding balance on your Loan.

Should Louisiana law apply, for purposes of executory process, you hereby acknowledge the indebtedness owed under this Agreement and confess judgment in favor of us for the full amount owed under the Agreement in principal, interest and all other costs and charges, including all sums we may advance for the payment of taxes or for any other payment made by us under this Agreement. You agree that it shall be lawful for us, and you hereby authorize us, without making demand and without notice or putting in default, all of which are hereby expressly waived, to cause all or any part of the Collateral to be seized and sold under executory process, without appraisement, which is hereby expressly waived, as an entirety or in parcels, as we may determine, to the highest bidder for cash, or on such terms as are acceptable to us. You further hereby expressly waive the demand for payment and three (3) days delay accorded by Articles 2639 and 2721 of the Louisiana Code of Civil Procedure, all rights of division and discussion with respect to any indebtedness secured under this Agreement, and all homestead exemptions relating to the Collateral to which you are or may be entitled under any applicable law. Pursuant to Louisiana Revised Statutes 9:5136 et seq., you hereby designate us or any person named by us at the time any seizure of the Collateral is effected by us to serve as keeper of the Collateral pending the judicial sale of the Collateral. You shall be liable for any deficiency following the sale or disposition of any of the Collateral.

NO WAIVER OF RIGHTS You will not send us partial payments marked "paid in full," "without recourse," or with similar language unless those payments are marked for special handling and sent to 5000 Rockside Road, Suite P, Brooklyn, Ohio 44144. The waiver of any of our rights and remedies at any time will not mean that we have given up or lost the right to exercise any of our rights and remedies at any later time. We may delay in enforcing any of our rights under this Agreement without losing them.

OUR ADDITIONAL RIGHTS We have the right to: fill in any blanks in the Agreement according to the terms upon which this Loan has been made; date this Agreement; request additional collateral; extend the time of payment of this Agreement at any lawful interest rate; assign this Agreement and any Collateral relating to this Agreement to another; amend or waive the terms of any security instrument relating to this Agreement; correct obvious errors in this Agreement.

You agree that we can make a photocopy of this Agreement in the ordinary course of business and that the photocopy may be used in place of the original of this Agreement.

AFTER ACQUIRED PROPERTY If this Loan is for a business purpose, you give us a security interest in all property of the same character as covered by this Agreement which you may acquire after the date of this Agreement until the termination of this Agreement.

OWNERSHIP, RISK OF LOSS You are the owner of the Collateral and if there is a certificate of title to the Collateral, you will promptly deliver such certificate to us, if necessary under applicable law to perfect our security interest in the Collateral. If you fail to deliver the certificate to us, we may declare the Agreement to be immediately due and payable without any further notice to you.

You promise that until this Agreement is paid in full, you will not transfer ownership of any interest in the Collateral by sale, lease, charter or giving the Collateral to anyone else without our written permission. You must pay all you owe under this Agreement even if the Collateral is lost, stolen or damaged.

INSPECTION You agree to allow us to inspect the Collateral at any reasonable time upon our request.

USE OF COLLATERAL You promise to keep the Collateral in good repair and to replace all worn or broken parts. You will not permit anything which would reduce its value to be done to the Collateral. You will not give control or possession of the Collateral to anyone without our written permission. You will keep the Collateral in the state in which you reside at the time this Loan is made ("State") unless you receive our written permission to relocate the Collateral. If the Collateral is a motor vehicle, trailer or watercraft, you may use it outside the State in the course of your normal and customary use of it. You will not use the Collateral as your principal dwelling, or in violation of any local, state or federal law and you will promptly pay all taxes, impositions, liens and other fees payable on the Collateral when due. If you change your address, you must notify us in writing at least ten (10) days beforehand.

REQUIRED DOCUMENTATION You will sign all documents, including financing statements, certificates of title or other documentation required to perfect our security interest in the Collateral. You will pay all costs to file such documentation. You hereby authorize us to sign and file without your signature any and all documentation necessary to obtain and maintain our security interest in the Collateral.

OTHER SECURITY INTERESTS There are no security interests or liens on the Collateral other than ours and those which you have told us about in writing. You will not permit any security interest or lien other than ours to be on the Collateral at any time without our prior written permission.

FAILURE TO PAY TAXES, MAINTENANCE COSTS OF LIENS If you fail to:

1. Keep the Collateral in good condition and repair; or
2. Pay any costs for filing required documentation, taxes or other fees; or
3. If any security interest or lien other than yours attaches to or is on the Collateral;

then we may pay on your behalf such amounts to:

1. Maintain the Collateral; or
2. Pay any such costs, taxes or fees; or
3. Pay off the balance due on any obligation secured by such security interest or liens.

You will repay such amounts with interest at the rate provided for in this Agreement together with all of our costs and expenses for doing so, which amounts will be added to the principal balance of the Loan. At our option, we may reschedule your monthly payment to fully amortize your Loan over the remaining term of your Loan. You agree to pay any rescheduled payment amounts upon notice from us mailed to you at the address shown on our records. Such amounts will be covered by the security interest on the Collateral you have granted to us.

INSURANCE You will keep the Collateral insured until your Loan is paid in full as follows:

1. If the Collateral is a motor vehicle, trailer or watercraft, you will purchase and maintain physical damage (comprehensive and collision) insurance with deductibles not exceeding $500;
2. If the Collateral is a watercraft 26 or more feet in length, you will keep it insured with a "yacht" insurance policy covering it against physical damage (deductible not to exceed 2% of the Agreed Insurance Value); or
3. If the Collateral is untitled property or real estate, you will keep it insured against property damage, including any flood insurance required by law, in an amount at least equal to all liens on such property.

You also agree that:

1. All insurance proceeds and returns and refunds of premiums under any insurance policy you obtain are hereby assigned and are payable to us to the extent of the debt you owe us. All such insurance proceeds and returned or unearned premiums received by us will be applied against the debt owed to us and any surplus will be paid to you.
2. You will deliver to us or our authorized representative a copy of your insurance policy's most current declarations page, which will provide for a lienholder endorsement/loss payable form naming us as lienholder and/or loss payee.
3. You hereby irrevocably appoint us as your attorney-in-fact (coupled with an interest) with full power of substitution to make adjustments of all insurance losses, and in connection with such losses, to:
   a. Receive all money, sign proofs of claim, endorse and collect checks, drafts and other instruments;
   b. Adjust and settle claims;
   c. Sign releases when we deem necessary for the protection of our interest; and
   d. Do all other acts necessary to carry into effect this power of attorney.
4. You will pay all insurance premiums when they are due.
5. Any extension of the maturity date of your Loan will not release you from the responsibility of maintaining the insurance described above until the Loan is paid in full.
6. We are not required to provide insurance on your behalf if you fail to do so.
7. You are responsible for any deficiencies that may occur between your insurance coverage and the unpaid Loan balance.

PARAGRAPH HEADINGS AND GOVERNING LAW AND CHOICE OF FORUM You understand that we are located in Ohio and this Agreement will be entered into in Ohio. Our decision on whether to lend you money will be made in Ohio. You will make your payments to us in Ohio. You further understand that the Seller of the Collateral is not acting as our agent and this Agreement will not be effective until accepted by us in Ohio. Our acceptance may be indicated by any of our personnel, or may be evidenced by our acceptance, including your coupon book or [illegible]. Consequently, the provisions of this Agreement shall be governed by federal laws and the laws of the State of Ohio, without regard to conflict of law principles. [illegible] any action or proceeding arising out of any subsequent to or under this Agreement must be brought in the county in which we maintain our [illegible] principal place of business. You understand that the paragraph headings in this Agreement are for convenience only and that they do not limit any of the provisions of this Agreement. If any provision of this Agreement is [illegible] the remaining provisions will not be affected [illegible].

The following NOTICE does not apply to transactions not for personal, family or household use, transactions over $25,000, casual sales, or if the loan proceeds are paid directly to you:

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