

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

PROOF OF CLAIM

Name of Debtor
Keith Delgado
Estella I. Delgado

Case Number
02-40892 **13**

U.S. COURTS

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. §603.

AUG 22 PM 1:11



Name of Creditor (The person or other entity to whom the debtor owes money or property):
Southeast Financial
Name and Address where notices should be sent:

Southeast Financial
11 10 Call Creek Drive Suite 10
Pocatello, ID 83201

- 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: **208-236-6603**

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:**
10/22/2001

3. **If court judgment, date obtained:**

4. **Total Amount of Claim at Time Case Filed:** \$ **2170.90**
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 (2)
 Other _____
Value of Collateral: \$ **3000.00**

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
8-20-02

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):
SOUTHEAST FINANCIAL, INC
BRAD CHRISTENSEN
MANAGER

10

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)

Notice of Chapter 13 Bankruptcy Case, Meeting of Creditors, & Deadlines

The debtor(s) listed below filed a chapter 13 bankruptcy case on 5/9/02.

You may be a creditor of the debtor. **This notice lists important deadlines.** You may want to consult an attorney to protect your rights. All documents filed in the case may be inspected at the bankruptcy clerk's office at the address listed below. **NOTE:** The staff of the bankruptcy clerk's office cannot give legal advice.

See Reverse Side For Important Explanations.**Debtor(s) (name(s) and address):**

Keith Delgado
346 S University
Blackfoot, ID 83221
346 S University Ave
Blackfoot, ID 83221

Estella I. Delgado
346 S University Ave
Blackfoot, ID 83221-
USA

Case Number:
02-40892

Social Security/Taxpayer ID Nos.:
518-98-8222
519-68-4317

Attorney for Debtor(s) (name and address):

P Bruce Palmer
POB 306
Pocatello, ID 83204
Telephone number: (208) 478-1700

Bankruptcy Trustee (name and address):

L D Fitzgerald
POB 6199
Pocatello, ID 83205-6199
Telephone number: (208) 233-0500

Meeting of Creditors

Date: 06/14/02 **Time:** 11:00 am

Location: US Courthouse, 801 E Sherman, Pocatello, ID 83201

Deadlines

Papers must be *received* by the bankruptcy clerk's office by the following deadlines:

Deadline to File a Proof of Claim:

For all creditors (except a governmental unit): 09/12/02 For a governmental unit: 11/10/02

Deadline to Object to Exemptions:

Thirty (30) days after the *conclusion* of the meeting of creditors.

Filing of Plan, Hearing on Confirmation of Plan

The debtor has not filed a plan as of this date. You will be sent separate notice of the hearing on confirmation of the plan.

Creditors May Not Take Certain Actions

The filing of the bankruptcy case automatically stays certain collection and other actions against the debtor, debtor's property, and certain codebtors. If you attempt to collect a debt or take other action in violation of the Bankruptcy Code, you may be penalized.

Address of the Bankruptcy Clerk's Office:

US Bankruptcy Court
801 E Sherman
Pocatello, ID 83201
Telephone number: Computerized Case information: (208)
334-9386/Web Site: www.id.uscourts.gov

For the Court:

Clerk of the Bankruptcy Court:
Cameron Burke

Hours Open:
8:00 a.m. to 5:00 p.m.

Date:
05/14/02

DATE OF LOAN: 10/22/01

ACCOUNT NO: D00675

COMBINATION NOTE, SECURITY AGREEMENT AND FEDERAL DISCLOSURE STATEMENT

LENDER'S NAME AND ADDRESS:
SOUTHEAST FINANCIAL OF POCATELLO, INC.
1110 CAIL CREEK DRIVE SUITE 10
POCATELLO, ID 83201

BORROWER'S NAME AND ADDRESS:
KEITH DELGADO
346 S UNIVERSITY
BLACKFOOT, ID 83221
NAME OF CO-BORROWER:
ESTELLA DELGADO

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate. 36.35 %	AMOUNT FINANCED The amount of credit provided to you and/or on your behalf. \$ 2,675.36	FINANCE CHARGE The dollar amount the credit will cost you. (A + B below) \$ 834.64	TOTAL OF PAYMENTS The amount you will have paid after you have made all payments as scheduled. \$ 3,510.00
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Non-Refundable Prepaid Finance Charge (A) \$ 100.00	Interest Charge (B) \$ 734.64
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YOUR PAYMENT SCHEDULE WILL BE:

Number of Payments	First Payment Due Date:	Other Payments Are Due on the Same Day of Each Month	Final Payment Due Date:	Amount of First Payment:	Amount of Other Payments:
18	11/22/01		04/22/03	\$ 195.00	\$ 195.00

SECURITY AGREEMENT

As a condition to this agreement I shall be required to sign all necessary documents, notes, deeds of trust, or mortgages provided to me by SOUTHEAST FINANCIAL OF POCATELLO, INC.

The Borrower(s) agrees and does hereby grant unto Lender, upon the consideration of the funds advanced and loaned to me as set forth in this document, a security interest in the following property:

This loan is Unsecured.

Description of Property:

90 2ED PONT GRAND AM
87 BLACK/GREY CHEV BLAZER
HOUSEHOLD GOODS

Description of Automobile (if any):

YEAR	MODEL	MAKE	BODY	VIN#	LICENSE#
87 90	BLAZER Pont	CHEV Grand Am	K5 4dr	1GNEV18H1H145829 1E3A2541101C2811078	4B79335 4B6 2057

MINIMUM FINANCE CHARGE: If borrower(s) pays this loan off early the borrower understands and acknowledges that the non-refundable prepaid finance charge is fully earned at the time of signing and no portion of it shall be refunded.

LATE CHARGE: If any payment is more than 10 days past due, a late charge of 5 cents may be collected on each \$1.00 or part of \$1.00 of the unpaid amount of the payment, or \$5.00, whichever is greater.

PREPAYMENT: If Borrower(s) prepays the loan in full and the original term of the loan is 61 months or less, the Lender will rebate interest for the months prepaid computed by the Rule of 78. Additional refunds will be made pursuant to Section 28-42-307(3)(a), Idaho Credit Code, if the loan is prepaid in full before the first payment due date. If the original term of the loan was more than 61 months, the Actuarial method will be used for the computation of the interest rebate. If you pay off early, you will not have to pay a penalty.

APPLICABLE LAW: This loan is made under the Idaho Credit Code.

PROMISE TO PAY: Borrower(s) promises to pay the Lender the TOTAL OF PAYMENTS in consecutive monthly payments beginning on the FIRST PAYMENT DUE DATE until fully paid. Interest after maturity shall be at the AGREED RATE OF INTEREST stated above.

ACCELERATION: If any payment is not paid when due or if Borrower(s) fails to comply with any of the terms of this loan agreement, the unpaid balance of this indebtedness may at the option of the Lender become due and payable without demand or notice, and if this occurs, the Borrower(s) shall be allowed a refund or credit of unearned interest computed as set forth.

INSURANCE ON COLLATERAL: Borrower promises to keep all property given as security interest on this loan fully insured and make payment to Lender in the event of loss. If Borrower fails to obtain insurance for the collateral, the Lender may purchase insurance and apply the premium to the Borrower's loan.

REPOSSESSION: If Lender repossesses and sells the collateral, the proceeds shall be applied to the loan balance. The Borrower agrees to pay any remaining balance resulting from the insufficiency of the repossession proceeds.

ATTORNEY FEES: If the AMOUNT FINANCED listed above exceeds \$1,000 and this loan agreement is referred to an attorney for collection, I agree to pay reasonable attorney fees and court costs.

DISHONORED CHECK FEE: In the event any check, draft or instrument I give Lender as a full or partial payment under this agreement is dishonored or returned to Lender as an insufficient funds instrument or is dishonored for any other reason, I will pay to Lender a fee of \$20.00.

CO-BORROWER: Co-borrower by signing this note agrees to remain responsible for this Note whether or not notified by Lender that Note has not been paid. Co-borrower also agrees to remain responsible without being notified by Lender if security is released or the terms of payment are changed.

LOAN STATEMENT: Borrower acknowledges receipt of a copy of this Note and Security Agreement.

IDENTIFICATION: The words Lend me mean the Borrower(s) and anyone else signing this Loan and Security Agreement.

WITNESS: [Signature]

WITNESS: _____

WITNESS: _____

BORROWER: [Signature]

BORROWER: [Signature]

CO-BORROWER: _____

DATA

CERTIFICATE OF TITLE

11-05-17 8:00TW
W 87522-6

VEHICLE IDENTIFICATION NUMBER
1G2NE54U0LC281628

YEAR MAKE BODY MODEL DESCRIPTION
1990 PONT 4D GRM

2ND VEHICLE IDENTIFICATION NUMBER

ODOMETER READING DATE
EXEMPT

TITLE NUMBER
91602929

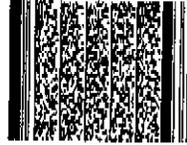
PRINT DATE
11/19/2001

WEIGHT LENGTH WIDTH HULL HORSEPOWER PROPELLSION

OWNER'S NAME AND ADDRESS

OTHER PERTINENT DATA

DELGADO, J KEITH OR
DELGADO, ESTELLA L
346 S UNIVERSITY
BLACKFOOT, ID 83221



Assignment of Title

Federal and state law requires that you state the mileage when transferring ownership of a motor vehicle. 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:

In Excess of Mechanical Limits Change
 No Actual - Warning: Odometer Discrepancy 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 hereby, to the best of my knowledge, that the contents reading herein the 100-01 mileage, unless otherwise indicated, I have hereby reviewed my address and location pertaining to the named purchase. SELLER'S/REPRESENTATIVE'S SIGNATURE:

B I am aware that if I apply for title in Idaho, I must do so within 30 days of purchase or a \$20.00 late filing penalty may be due. I am also aware of the odometer certification made by the seller.

A X
B X

PURCHASER'S/REPRESENTATIVE'S SIGNATURE:

A X
B X

Lienholder Section

FIRST LIEN

SOUTHEAST FINANCIAL INC
1110 CALL CREEK DR STE 10
POCATELLO, ID 83201
RECORDED 11/16/2001

SECOND LIEN

9 SIGNATURE RELEASING LIEN DATE

10 SIGNATURE RELEASING LIEN DATE

X

11 NEW LIENHOLDER'S NAME

12 ADDRESS

05118557

13 CITY STATE ZIP

VOID IF ALTERED

EACH WATER MARK VISIBLE UPON LIGHT