

Cassia County Ed. Assn/
1321 Oakley Ave. # 10
Burley, Idaho
Telephone: (208) 678-0064

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF IDAHO

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In the Matter Of:)
Donna Jean Headley,)
Debtor.)

Case No. 99-41665
REAFFIRMATION AGREEMENT

The above-named individuals ("Debtor(s)") are indebted to Cassia County Ed. Assn. Credit Union ("Credit Union") upon an obligation which is secured by certain collateral in the possession and control of Debtor(s). In consideration of the Debtor(s) being allowed to maintain possession and control of the collateral, Debtor(s) and Credit Union agree as follows:

1. Debtor(s) hereby reaffirm, reassume, and agree to pay to Credit Union, in accordance with the above-described loan documents, the sum of \$ 12,580.61, together with interest thereon at the annual percentage rate of ten & 1/2 percent (10.5%) until the full amount of principal and interest is paid in full. All other terms and conditions of the original Note and Security Agreement will continue in full force and effect except as specifically changed herein. Debtor(s) shall pay to Credit Union the sum of \$ 398.79 on the 25th day of November, 1999, and on the same day of each month thereafter until the full amount of principal and interest set forth above is paid in full.

2. Debtor(s) hereby certify that this Agreement does not cause any undue hardship upon Debtor(s) or any dependent(s) of Debtor(s).

3. BY GIVING WRITTEN NOTICE TO CREDIT UNION, DEBTOR MAY RESCIND THIS AGREEMENT AT ANYTIME PRIOR TO DEBTOR'S DISCHARGE OR WITHIN 60 DAYS AFTER THIS AGREEMENT IS FILED WITH THE COURT, WHICHEVER OCCURS LATER. In the event this Agreement is rescinded by Debtor(s), any payments previously made will be kept

Requested under Sec 541(c)(2) Writings & Order

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by Credit Union as adequate protection for the Debtor(s) use of the collateral. Further, in the event Debtor(s) rescinds this Agreement, the Debtor(s) agree to immediately deliver the collateral to the Credit Union's office.

4. If the Debtor(s) fail to make periodic payments as required herein, fail to maintain insurance on the collateral as required by the Credit Union or otherwise fail to comply with the requirements of the Security Agreement or Promissory Note at any time prior to payment in full of the sums due hereunder, Credit Union may pursue its remedies with respect to the collateral as allowed by State law, including the right to repossess and sell the collateral and to pursue Debtor(s) for any resulting deficiency.

5. The collateral which is the subject of this Agreement is described as follows: 1993 Mercury Sable & 1993 Mercury Villager

6. Debtor understands and agrees that THIS AGREEMENT IS NOT REQUIRED UNDER THE BANKRUPTCY CODE, UNDER NONBANKRUPTCY LAW, OR UNDER ANY AGREEMENT NOT IN ACCORDANCE WITH THE PROVISIONS OF 11 US CODE § 524(c)(2)(B).

DATED This 29 day of November, 1999.

DEBTOR

CREDITOR

Cassia Co Ed Assn Cr Union x Donna Bradley
Julia my

DECLARATION OF COUNSEL

The undersigned hereby declares that I am the attorney for Debtor(s), that I represented Debtor(s) during the negotiation of the foregoing Agreement, that said Agreement represents a fully informed and voluntarily agreement by Debtor(s), and that the Agreement does not impose an undue hardship upon Debtor(s) or a dependent of the Debtor(s). I have reviewed this Agreement with Debtor(s) and fully advised Debtor(s) of the legal effect and consequences of the Agreement and of any default under the Agreement.

DATED This 21 day of December, 1999.

[Signature]
Attorney for Debtor(s)