

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

PROOF OF CLAIM

Name of Debtor
Dale Blush
Leona Blush

Case Number
99-01784

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):
Dan Robinson
Name and Address where notices should be sent:
Dan Robinson
Trading Post
5304 E. Caldwell Blvd
Caldwell, ID 83605
Telephone Number: 208-454-9357

- 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

Account or other number by which creditor identifies debtor:

Check here if replaces 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: Jan 25, 1999

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: \$ 1459.50
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: \$ 1700⁰⁰
Amount of arrearage and other charges at time case filed included in secured claim, if any: \$ 156⁰⁰

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 \$4,300)* 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 \$ 1,950* 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 4/1/01 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: 7-20-99
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):
Dan Robinson DAN ROBERTSON

RECEIVED
CAME TO THE CLERK
99 AUG 11 PM 2:17
U.S. COURTS
6

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.

DAN'S TRADING POST

5304 E. Cleveland • Caldwell, ID 83605

- Cars • Trucks • Tractors
 - All types of Farm Equipment
- 454-8351

MOTOR VEHICLE PURCHASE AGREEMENT / BILL OF SALE

Leona

SOLD TO <u>Dale or Leona Blush</u>			STREET <u>5601 Mervin Ln # 127</u>																																		
CITY, STATE and ZIP <u>Base ID 83705</u>			PHONE	SALESPERSON <u>DAN</u>	DATE <u>1-13-99</u>																																
DESCRIPTION OF PURCHASE			DESCRIPTION OF TRADE-IN																																		
YEAR <u>87</u>	MAKE <u>Mazda</u>	MODEL <u>626</u>	YEAR	MAKE <u>N/A</u>	MODEL																																
BODY TYPE <u>4D</u>	COLOR <u>White</u>	MILEAGE <u>Exempt</u>	BODY TYPE	COLOR	MILEAGE																																
VEHICLE ID OR SERIAL NO. <u>JM1G C2214 H1174683</u>			VEHICLE ID OR SERIAL NO.																																		
OWNER'S NAME <u>Dan Robertson</u>																																					
OWNER'S ADDRESS <u>3521 E Ustick Caldwell Id 83605</u>																																					
DRIVER'S LICENSE #		STATE																																			
INSURANCE POLICY #		INSURANCE COMPANY																																			
SOCIAL SECURITY #		DATE OF BIRTH																																			
<p>Buyer acknowledges that this agreement includes all of the terms and conditions pertaining to this purchase on both the face and reverse side, and no other agreement or promise of any kind (verbal or written) will be recognized. Upon failure or refusal of the buyer to complete this agreement, all or part of the cash deposit may be retained as liquidated damages. The buyer certifies he/she is of legal age and acknowledges herewith receipt of a copy of this agreement. Not valid unless accepted by Authorized Representative.</p>																																					
BUYER'S SIGNATURE: <u>X</u>			<table border="1"> <tr> <td colspan="2">GROSS SALE PRICE</td> <td>\$ 1700</td> <td>00</td> </tr> <tr> <td colspan="2">TRADE-IN ALLOWANCE</td> <td>\$ 0</td> <td></td> </tr> <tr> <td colspan="2">ADJUSTED GROSS PRICE</td> <td>\$ 1700</td> <td>00</td> </tr> <tr> <td colspan="2">SALES TAX</td> <td>\$ 85</td> <td>00</td> </tr> <tr> <td colspan="2">TITLE</td> <td>\$ 8</td> <td>00</td> </tr> <tr> <td colspan="2">DOC</td> <td>\$ 73</td> <td>50</td> </tr> <tr> <td colspan="2">LESS DOWN PYMT & DEPOSITS</td> <td>\$ 300</td> <td>00</td> </tr> <tr> <td colspan="2">TOTAL DUE ON DELIVERY</td> <td>\$ 1566</td> <td>50</td> </tr> </table>			GROSS SALE PRICE		\$ 1700	00	TRADE-IN ALLOWANCE		\$ 0		ADJUSTED GROSS PRICE		\$ 1700	00	SALES TAX		\$ 85	00	TITLE		\$ 8	00	DOC		\$ 73	50	LESS DOWN PYMT & DEPOSITS		\$ 300	00	TOTAL DUE ON DELIVERY		\$ 1566	50
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DEALER ACCEPTANCE: _____			<input type="checkbox"/> CASH <input type="checkbox"/> CHECK																																		
			BALANCE RECEIVED BY																																		
Buyer hereby acknowledges receipt of a copy of this bill of sale.																																					
<u>X</u>																																					

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate <u>36.0%</u>	FINANCE CHARGE The dollar amount the credit will cost you. <u>\$ 313⁵⁰</u>	Amount Financed The amount of credit provided to you or on your behalf. <u>\$ 1566⁵⁰</u>	Total of Payments The amount you will have paid after you have made all payments as scheduled. <u>\$ 1879⁸⁰</u>	Total Sale Price The total cost of your purchase on credit, including your downpayment of \$ <u>300⁰⁰</u> . <u>\$ 2179⁸⁰</u>
Your payment schedule will be:				
Number of Payments <u>12</u>	Amount of Payments <u>156⁶⁵</u>	When Payments Are Due MONTHLY, beginning one month after the Date of this Contract and continuing on the same day of each following month until fully paid. (However, if our substantial performance under this contract occurs 10 or more days after the Date of this Contract, then the first payment is due one month after that date and the remaining payments are due on the same day of each following month until fully paid. The date of substantial performance is estimated to be _____, 19____, but if this date blank is not filled in, the first payment is due one month after the Date of this Contract.)		
<p>Security: If any goods are being purchased under this contract, you give us a security interest in those goods; otherwise, this contract is unsecured.</p> <p>Late Charge: If you're more than 10 days late in paying any part of an installment, you promise to pay a late charge equal to 5% of that part of the installment that is late.</p> <p>Prepayment: If you pay off early, you may be entitled to a refund of part of the finance charge.</p> <p>See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds.</p> <p style="text-align: center;"><u>Due on 25 of Each Mo.</u></p>				

We agree to sell and you agree to purchase the goods, services and materials described above. You promise to pay us the Total of Payments shown above and to make payments according to the payment schedule shown above. The terms on the reverse side are also part of this contract. If you agree to be bound by all of the terms of this contract, please sign your name below. All persons signing this contract are equally responsible for paying it in full.

Buyer Acknowledges Receipt of a Copy of this Contract

BUYER: Dale & Blush
(If insurance is sold, the principal income earner signs here.)

BUYER: _____

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 PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.