

UNITED STATES BANKRUPTCY COURT
DISTRICT OF IDAHO

10/05/99
09:18:15
FILED
10/5/99

In Re:)	Chapter 13
)	
DALE/LEONA BLUSH)	Case Number 99 01784
5601 MARVIN LN #127D)	
BOISE, ID 83705)	
)	TRUSTEE RECOMMENDATIONS
Debtor(s))	ON CONFIRMATION OF PLAN
-----)	*AMENDED*

I. OBJECTION TO CONFIRMATION

NAME	ADDRESS	REASON
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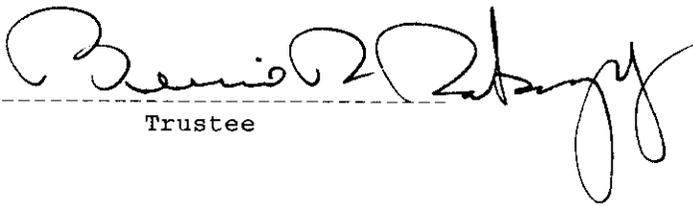
II. MODIFICATIONS TO CHAPTER 13 PLAN:

The Confirmation Order resolves all issues.

III CHAPTER 13 TRUSTEE'S RECOMMENDATIONS:

- (x) Plan together with any amendments set forth above complies with 11 USC 1325 and should be confirmed.
- () Plan does not comply with 11 USC 1325 and confirmation should be denied.
- () Pending objections prevent confirmation without approval of the Bankruptcy Judge.
- () Vacate previously set confirmation hearing.

DATED: October 5, 1999



Trustee

Michael L. Schindele
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Boise, Idaho 83701
Telephone No. (208) 342-2241
Facsimile No. (208) 342-6618
Idaho State Bar No. 1752

U.S. DISTRICT COURT
 SEPT 20 11 1:20
 DISTRICT OF IDAHO

Attorney for Creditor / First Security Bank, N.A.
 Our File No. 09-32880

IN THE UNITED STATES BANKRUPTCY COURT
 FOR THE DISTRICT OF IDAHO

IN RE:)	
)	Chapter 7
CATHERINE LORRAINNE O'KEEFFE,)	
a/k/a CATHERINE LORRAINNE COX,)	Case No. 99-02098
)	
)	STIPULATION FOR
Debtor(s).)	RELIEF FROM STAY
_____)	

The undersigned parties stipulate that the Court may, pursuant to 11 U.S.C. Section 362, lift the automatic stay covering the below-described property of the estate based on the facts set forth below, which are represented to be true and correct by the undersigned creditor:

1. Debtor(s) are currently indebted to First Security Bank, N.A. in the net amount of \$4,042.78, after the deduction of unearned interest, insurance premiums or other pre-computed costs and charges.
2. The indebtedness above-described is secured by the following property:

One 1994 Suzuki Swift, I.D. #JS2AE35S1R5100468

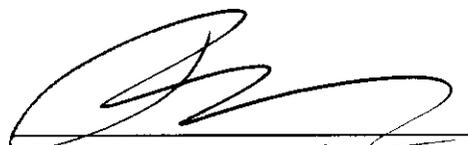
3. The fair market value of such property is less than \$3,750.00. Liens and other encumbrances, including that of the undersigned, exist in an unknown amount. The fair market value was determined in the following manner: N.A.D.A.

4. Proof of the undersigned's perfected security interest in such property is evidenced by the following documents, photocopies of which are attached, together with proof of filing or recordation if applicable: note and title.

5. The Trustee and the Debtor(s) based upon the information stated above, stipulate to termination of the Section 362 stay with regard to the property described herein.

6. That the Court may enter an Order granting First Security Bank, N.A. possession of the above-described property as against the Trustee and Debtor(s).

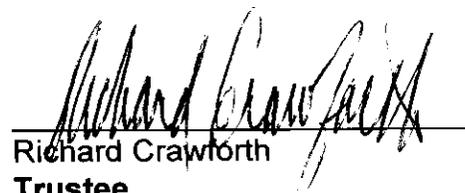
DATED this 5th day of October, 19 99.



Michael L. Schindele for
First Security Bank, N.A.
Creditor's Counsel



Marc S. Tanner
Debtor's Counsel



Richard Crawford
Trustee



**Installment Sale Contract,
Security and Disclosure Agreement**
FIXED RATE - SIMPLE INTEREST

This is a combined Installment Sale Contract, Security Agreement and Disclosure Statement (the "Agreement") for the purchase of the collateral described below, (the "Collateral"). The Disclosure Statement is required by Federal law. All terms and amounts provided in the Disclosure Statement, including any payment schedule, interest charges, and other terms, are incorporated herein and are a part of your Agreement with us. In this Agreement, the words "you" and "your" mean the Buyer or the Seller. The words "we", "us", and "our" mean the Creditor/Seller or Creditor/Assignee as mentioned herein.

ASSIGNMENT: You understand and agree that this Agreement will be assigned to First Security, the Creditor/Assignee mentioned below, or its assigns under the terms of the Seller's Assignment on the reverse side hereof. You will make the payments you owe under this Agreement directly to First Security.

FINANCING FEE: By signing this Agreement and for the vehicle mentioned, you hereby and severally promise to pay to us the Amount Financed according to the payment schedule set forth below, plus a finance charge calculated at the annual percentage rate disclosed below, based on the outstanding balance of the Amount Financed will be calculated on the basis of a 365 day year and shall begin to accrue on the date of this Agreement. In addition, you agree to pay to us any late charges and returned check charges as described below. All payments due under this Agreement shall be made at the address specified by First Security.

Buyer/Co-Buyer Name and Address: CATHERINE OKELFER 2015 BROOK BOISE, ID 83705	Creditor/Seller Name and Address: DENNIS DILLON AUTO PARK 2777 S ORCHARD BOX 7944 BOISE, ID 83707	Creditor/Assignee Name and Address: FIRST SECURITY BANK P.O. BOX 7069 BOISE ID 83730
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NEW/USED	YEAR	MAKE	MODEL	NO. CYLS	SERIAL NUMBER
NEW	94	SUZUKI		N/A	JS2AC15G1R5100468

OTHER (Add other descriptions if necessary)

FEDERAL TRUTH-IN-LENDING DISCLOSURE

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate. 7.90	FINANCE CHARGE The dollar amount this credit will cost you. \$ 2128.29	Amount Financed* The amount of credit provided to you or on your behalf. \$ 9013.83	Total Payments The amount you will have paid after you have made all scheduled payments. \$ 11142.12	Total Sales Price The total cost of your purchase including your down payment of \$ 1500.00. \$ 12642.12
---	--	---	--	--

PAYMENT SCHEDULE

Number of Payments:	Payment Amount:	Beginning Due Date:	Frequency:
66	\$ 168.82	05/28/94	MONTHLY
	\$ N/A	N/A	
	\$ N/A	N/A	
	\$ N/A	N/A	

PREPAYMENT / LATE CHARGE / RETURNED CHECKS - The finance charge shown above is the actual charge you will pay if you make your payments as scheduled. If you make your payments early, the actual finance charge will be less. If you pay late, the actual finance charge will be more. You may cancel this agreement at any time without penalty to you. Since finance charges are accrued each day and not in advance, no rebate of any interest charges is due to you. If for any reason checks submitted to pay your account are returned unpaid, you agree to pay to us a return service charge not to exceed ten dollars (\$10.00), in addition to any other return check service charges you may be legally obligated to pay. If you do not make your required monthly payment within fifteen (15) days after the due date, you will be charged a late fee of the greater of \$5.00 or 5% of the unpaid amount of your required monthly payment. If permitted by state law.

SECURITY INTEREST - To secure all amounts due or to become due under this Agreement, you are giving us a security interest in the vehicle and all current and future accessories, equipment, and replacement parts included therein.

PROPERTY / PHYSICAL DAMAGE INSURANCE - Property / Physical Damage Insurance is a condition of your loan. You may obtain this insurance from another source that is acceptable to us.

NO ASSUMPTION - Your agent or employees under this contract may not be authorized by any other person.

ON THE REST OF THIS NOTE AND SECURITY AGREEMENT FOR ADDITIONAL INFORMATION ABOUT NONPAYMENT, DEFAULT, REQUIRED REPAIRMENT IN FULL BEFORE SCHEDULED DATE AND OTHER INFORMATION.



CREDIT INSURANCE
Credit insurance is NOT a condition of your loan, but we will purchase credit insurance for you if you so request by your signature.
You may cancel this credit insurance you purchased by sending us a signed statement within 30 days of the date of the agreement. If you cancel within 30 days of the date of the agreement, you will receive a full refund of any insurance premium you paid. If you cancel after 30 days you will receive a refund based on the rate of 75%.

Type	Premium	Term	Signature
<input type="checkbox"/> Credit Life	N/A	N/A	<i>Catherine Okelfer</i>
<input type="checkbox"/> Auto Credit Life	N/A	N/A	
<input type="checkbox"/> Disability	N/A	N/A	

ITEMIZATION OF AMOUNT FINANCED

1. Cash Being Paid	PROTECTION PAGE 952.84	DOC. FEE	59.50	9247.34 (A)
2. Cash Down Payment			1500.00	(B)
3. Trade-In Amount				(C)
4. Less Amount Paid to Others	N/A			(D)
5. Net Trade Down Payment (2a minus 3b)			N/A	(E)
6. Total Down Payment (2 plus 4)			1500.00	(F)
7. Unpaid Balance (1 minus 6)			7747.34	(G)
8. Amounts Paid to Others on Your Behalf:				
a. Sales Tax			462.37	(H)
b. License and Dealer Fee	TIRE TAX		5.00	(I)
c. Filing Fees			8.00	(J)
d. Credit Insurance Coverage			N/A	(K)
e. Warranty/Service Contract Insurance			791.12	(L)
f. To N/A				(M)
g. To N/A				(N)
Total Amount Paid to Others on Your Behalf (Add to total of 8)			1261.49	(O)
9. Total Amount Financed (7 plus 8)			9013.83	(P)

DISCLAIMER OF IMPLIED WARRANTIES
WE MAKE NO WARRANTIES WHATSOEVER UNLESS AN EXPRESS WARRANTY PAGE IS ATTACHED TO THIS AGREEMENT. IN THE ABSENCE OF SUCH EXPRESS WARRANTY PAGE, ANYTHING SOLD UNDER THIS AGREEMENT IS SOLD AS IS, WITH ALL DEFECTS, AND WITHOUT ANY WARRANTY OF FITNESS OR MERCHANTABILITY, IF THERE IS A NEW VEHICLE OR PRODUCT WARRANTY BY THE MANUFACTURER, IT WILL BE IN INFORMATION PROVIDED BY THE MANUFACTURER.
NOTWITHSTANDING ANYTHING TO THE CONTRARY, YOU ARE PURCHASING A "USED VEHICLE" COVERED BY THE USED MOTOR VEHICLE TRADE REGULATION RULE. THE FOLLOWING TERMS APPLY TO THIS AGREEMENT: (A) THE REPRESENTATION YOU SEE ON THE VEHICLE FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT; (B) INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

NOTICE TO BUYER
(A) By your signature below you promise to pay to the creditor or its assignee all monies owed under this agreement. (B) Do not sign this contract before you read it or if any spaces remain by the signed terms, except as to reasonable information, in black. (C) You are entitled to a copy of the contract at the time you sign it. Buyer(s) acknowledge(s) the receipt of a copy of this contract, THE TERMS AND CONDITIONS APPEARING ON THE BACK OF THIS AGREEMENT ARE AN INTEGRAL PART OF THIS AGREEMENT.

Buyer *Catherine Okelfer* Date 04/28/94 Buyer 04/28/94
Co-Buyer 04/28/94 Co-Buyer 04/28/94

Accepted by Creditor / Seller _____ Date 483238

EXHIBIT

ADDITIONAL PROVISIONS

1. Security Interest in Collateral. Your obligations under this Agreement are secured by a security interest in the Collateral described on the reverse side hereof, together with all additions, accretions, and substitutions thereon, and all proceeds therefrom. You warrant that there are no liens on the Collateral except those hereby granted by you, unless otherwise stated in the Collateral description.

2. Title. You warrant that you are of legal age and that you will not create nor permit the existence of any lien or security interest on the collateral other than that created by this Agreement. Any certificate of title now or hereafter existing on any of the Collateral must be delivered to us within ten (10) days of this Agreement and we shall take our interest. You agree to defend the Collateral at your own expense against all claims and demands of all other persons at any time claiming the same or any interest in the Collateral.

3. Filing. You warrant that no financing statement is now on file covering any of the Collateral or any proceeds therefrom, and so long as any amount is owed under this Agreement, no financing statement will be executed or filed except as required by this Agreement. You agree to execute and deliver one or more financing statements, as we may require from time to time, as well as any other documents or statements which we determine necessary to comply with any applicable laws to preserve, protect and enforce our security interest under this Agreement. You agree to pay all costs of filing such statement.

4. Location and Ownership of Collateral. You agree that the Collateral will not be moved, sold, leased or otherwise disposed of unless we consent in writing.

5. Property Insurance. You must purchase and maintain property insurance on the Collateral against loss, damage, theft and other such risks as we may require, to the full insurable value thereof. You may purchase the insurance from a company of your choice that is acceptable to us. All policies of insurance must be in a form acceptable to us and must be endorsed with a standard non-payable clause or another endorsement as we require and must provide that we receive notification of ten days written notice of cancellation and the opportunity to maintain the policy in force. Upon our request, policies or certificates covering the insurance coverage shall be deposited with us. You hereby assign to us any proceeds of such insurance covered and appoint us your agent to make claim for or collect for such proceeds. You agree that we may apply such proceeds at our option, to any obligations under this Agreement, whether or not due. We are authorized, but not obligated, to purchase any or all of such insurance or single interest insurance protecting only our security interest, all at your expense. In each event you agree to reimburse us for the cost of such insurance, which may exceed the cost of insurance you could buy. Such amounts will be added to this Agreement, with interest, shall be secured by the Agreement and shall be payable on demand. We shall have no liability whatsoever for any loss that may occur by reason of omission or lack of coverage for any such insurance.

You understand that any property insurance that we may require in your behalf covers only the collateral securing this agreement. It does not cover you against personal injury or property claims and it does not include public liability or no fault insurance. If you want other coverage, or if it is required by law, you must buy it separately.

6. Optional Insurance or Service Contracts. Any refund that we obtain on any optional insurance or service contracts agreed to hereunder will be credited to your total outstanding balance. If we lawfully repossess the vehicle pursuant to this Agreement, you agree that we may claim benefits under and terminate any optional insurance or service contracts in order to obtain refunds for unexpired charges.

7. Care of Collateral. You will not misuse, conceal, encumber or in any way dispose of the Collateral, or use or permit it to be used contrary to the provisions of this Agreement, or the insurance agreement. You will not allow any tax lien against it to become delinquent and you shall keep the Collateral free of all liens for storage, labor and materials. You will not wash, repair or destroy the Collateral, but maintain its good repair and be responsible for any loss or damage to it.

8. Lawful Use of Collateral. You agree to comply with all government laws or regulations affecting the use of the Collateral and will not use or permit it to be used in any unlawful manner.

9. Right to Protect Collateral. At our option, we may pay any tax assessment, insurance premium, expense, repair, or other charges payable by you. We may also pay for any filing or recording fees. Any amount so paid, however, may be charged against you at the interest rate being charged under this Agreement as of the date of that advance. Such payment shall be secured by this Agreement and shall be repayable by you on demand.

10. Default. You shall be in default if any of the following occur:

- (a) You fail to pay when due the full amount of any payment as provided under this Agreement.
- (b) You fail to perform any promises made in this Agreement.
- (c) You provide us at any time with false information or signatures.
- (d) The Collateral is seized or levied upon under any legal, governmental process against you or against the Collateral.
- (e) You become insolvent or die.
- (f) You have a petition filed or any other proceeding commenced under the Federal Bankruptcy Code or any state law by or against you, or you are named in, or the Collateral is subjected to a writ for the appointment of a receiver.
- (g) There is loss, or destruction of, or substantial damage to, any portion of the Collateral.
- (h) There is entry of any judgment against you.
- (i) You assign any equity in any of the Collateral covered hereby without our written consent.
- (j) We deem our self insecure for any reason whatsoever.

11. Remedies. Upon the occurrence of any event of default described above, and at any time thereafter, we may terminate this Agreement with you and declare the entire balance due and payable at once, without notice or demand. We shall have all the remedies of a secured party under the Uniform Commercial Code and other applicable law. We shall be entitled as follows:

- (a) We are authorized to enter any premises where the Collateral is stored and take possession of said Collateral without notice or demand, and without legal proceedings.
- (b) You agree to put us in possession of the Collateral as aforesaid.
- (c) At our request, you will assemble the Collateral and make it available at a place designated by us which is reasonably convenient to both parties.
- (d) We may sell, lease, or otherwise dispose of the Collateral in accordance with law. You agree that a period of ten (10) days from the time the notice is sent by First Class Mail or otherwise, shall be a reasonable period of notification of a sale or other disposition of Collateral. You agree that any notice or other communication by us to you shall be sent to your mailing address for record in this Agreement. If your address should change, you must notify us immediately. You agree to pay on demand the amount of all expenses reasonably incurred by us in protecting or holding on the Collateral. You agree that a sale of the collateral through a recognized dealer wholesale auction is a commercially reasonable disposition of the collateral, although we may dispose of the collateral in any other commercially reasonable manner.

(e) If we dispose of the Collateral, you agree to pay any deficiency remaining after the application of the net proceeds to any indebtedness secured hereby.

(f) We shall have the right immediately and without further action to set off against liabilities you owe under this Agreement all money owed by us to you whether or not now due. We shall be deemed to have exercised such right to set-off and to have made a charge against such money immediately upon occurrence of such default, even though such charge is made and entered into on our books subsequent thereto.

12. We may refuse to declare a particular event to be in default, but our refusal to do so does not bind us if a similar or different event occurs thereafter.

13. Collection Costs and Attorney's Fees. Upon demand, you agree to pay any additional costs incurred by us to collect or enforce payment of your obligations under this Agreement. Such costs shall include but not be limited to, reasonable attorney's fees, collection costs, out-of-pocket costs, court costs and costs on appeal as permitted by statute.

14. Entire Agreement. This document, along with any other written documents necessary in executing the terms, or perfecting the security interest of the loan, all constitute the entire agreement entered into between First Security Bank, and the Borrower and no agreement not reduced to writing, and incorporated within this Agreement, shall null and void. Any provision of the Agreement deemed to be invalid shall not invalidate the remainder of this Agreement. All words used herein shall be construed to be of such gender and number as the circumstances require. This Agreement shall be binding upon your heirs, personal representatives, successors and permitted assigns.

NOTICE: ANY HOLDER OF THIS AGREEMENT 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 HEREOF.

The preceding NOTICE applies only to goods or services obtained primarily for personal, family, or household use. In all other cases, you will not assert against any subsequent holder or assignee of this contract any claim or defense you may have against us, or against the manufacturer of the vehicle or equipment obtained under this contract.

DEBTOR'S ASSIGNMENT

In the following Assignment, the words "you" and "your" mean the seller. The words "we", "us" and "our" mean First Security as identified on the reverse side of this Agreement.

You agree to assign, and we agree to accept, this Agreement under the terms and conditions of a previously signed, underlying Retail Finance Agreement, including your agreement to apply for and obtain proper registration of the vehicle, showing the Buyer as registered owner and us as legal owner and that the holder of the vehicle. You warrant that this combined Installment Sale Contract, Security Agreement and Disclosure Statement ("Agreement") is genuine, and that the collateral securing this Agreement is free from any liens or other security interests. You warrant also that this is an enforceable Agreement and that you have complied with all applicable laws or regulations. You agree to indemnify and hold us harmless from any costs, expenses and fees, including attorney's fees, incurred or arising from violation or breach of the foregoing warranties or representations. In the event you breach any of the foregoing representations and warranties, you agree to reimburse the Agreement on demand by paying us the full unpaid balance, together with accrued interest, owing on the Agreement. You will be responsible for compliance with all applicable laws upon repossession and resale of the property. You agree that we are released from any and all further liability with regard to the property once you pay us off.

This Agreement is assigned on the following basis (check one):

- Non-Recourse
- 90-Day Repurchase
- Full Recourse

Seller: DENNIS DILLON AUTO PARK
By: [Signature] OFFICE MANAGER
Date: 5/2/94

GUARANTY BY THIRD-PARTY

The following is a Guaranty Contract. The words "you" and "your" mean the Guarantor as identified by the signature below. The words "we", "us" and "our" mean Creditor as identified on the reverse side of this Agreement.

As a condition to our making this Agreement with the Buyer, and in return for the value of our doing so, you guarantee to us that in the event the Buyer fails to make any payment or fails to keep any promise under this Agreement you will promptly pay to us on demand all debts and obligations owed under this Agreement. You agree to do this even though you may choose not to collect from the Buyer, or not to resort to the Collateral, or not to pursue any other remedy that may be available to us under the Agreement. You agree that we may grant extensions of time for payments, release the Buyer from his duty to pay, or deal with the Collateral in any manner we choose, and you will nevertheless continue liable to us for the full amount remaining to be paid under the Agreement. In addition, you expressly waive any right you may have to notice of repossession of the Collateral, sale of the Collateral, nonperformance, or arrears due at any time.

In addition to the above obligations you agree to pay all costs and expenses, including attorney's fees, incurred by us in enforcing this Guaranty. Finally you acknowledge (1) that no one has the authority to enter the terms of this Guaranty by providing your special treatment or making other representations that do not appear on the face hereof, and (2) that you have received a "Notice to Collateral".

Signature of Guarantor: _____ Date: _____
Address: _____

EXHIBIT

IDAHO CERTIFICATE OF TITLE

VEHICLE IDENTIFICATION NUMBER JS2AE3551R51D0468		YEAR 1994	MAKE SUZUKI	BODY 4D	MODEL SFT	DESCRIPTION
2ND VEHICLE IDENTIFICATION NUMBER		ODOMETER READING 11 ACTUAL			DATE 04/28/1994	

TITLE NUMBER 94338770	PRINT DATE 05/19/1994	WEIGHT	LENGTH	WIDTH	HULL	HORSEPOWER	PROPULSION
---------------------------------	---------------------------------	--------	--------	-------	------	------------	------------

OWNER'S NAME AND ADDRESS
**O'KEEFE, CATHERINE
2015 BROXON
BOISE, ID 83705**

OTHER PERTINENT DATA
003-532-58577A

Federal and state law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

Assignment of Title

1 ODOMETER READING - Reading is actual unless indicated otherwise. (NO TENTHS): _____ DATE: _____ <input type="checkbox"/> In Excess of Mechanical Limits <input type="checkbox"/> Error <input type="checkbox"/> Not Actual - Warning Odometer Discrepancy <input type="checkbox"/> 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 certify, to the best of my knowledge, that the odometer reading reflects the actual mileage, unless otherwise indicated. I also hereby release my interest and transfer ownership to the named purchaser. SELLER'S/REPRESENTATIVE'S SIGNATURE: A X B X	8 I am aware of the odometer certification made by the seller. PURCHASER'S/REPRESENTATIVE'S SIGNATURE: A X B X 2nd PURCHASER'S/REPRESENTATIVE'S SIGNATURE (if representative's printed name)	

Lienholder Section

FIRST LIEN FIRST SECURITY BANK PO/BOX 7069 BOISE, ID 83730 RECORDED 04/28/1994 21:00		SECOND LIEN
9 SIGNATURE RELEASING LIEN X	10 SIGNATURE RELEASING LIEN DATE X	
	11 NEW LIENHOLDER'S NAME	
	12 ADDRESS	
	13 CITY STATE ZIP	

Alterations May Void This Document

AUDIT NO. 01525649

EXHIBIT