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Attorney for *Claimants*

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF IDAHO

IN RE:) Chapter 13
) Case No: 99-01784
DALE BLUSH and LEONA BLUSH,)
husband and wife,)
)
Debtors.) MOTION TO REMOVE
) AUTOMATIC STAY
_____)

COME NOW, Claimants, pursuant to *11 U.S.C. 362(d) Bankruptcy Rule 4001* and
Local Bankruptcy Rule 4001.2 and alleges as follows:

1. That the Debtor(s), DALE BLUSH and LEONA BLUSH, are indebted to
Claimant upon a Contract of Sale, whereby said Debtor(s) promised to pay to the order of
the Claimant the total of \$9,200.00 plus interest. A copy of said Contract is attached
hereto as Exhibit "A" and is incorporated herein in full by this reference.

2. That as security for said indebtedness, the Claimant claims a lien upon the
following described property:

1971 Barrington Mobile Home, including washer & dryer

3. That Claimant's lien and security interest in said property is evidenced by the
exhibits which are attached hereto and incorporated herein in full by this reference.

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4. That Debtor(s) filed their Chapter 13 petition under the provisions of the applicable Bankruptcy Code on or about July 13, 1999.

5. That Debtor(s) are in default under the terms and conditions of the contract, as stated above, and owe \$1,500.00 as of August 1, 2002. Debtor(s) last paid on April 3, 2002, but are due for the months of May, June, July and August, 2002. The amount in arrears is \$1,200.00.

6. That Claimant alleges that the present fair market value of its collateral may not exceed the sums due Claimant and other liens against the property above described, including that of Claimant, and of Debtor(s)' exemptions, although the exemption provision is not an issue herein.

7. That Claimant alleges the estate of Debtor(s) has no interest in the property.

8. That Claimant alleges the above-described property is not necessary to an effective reorganization of Debtor(s).

9. That Claimant does not have and has not been offered adequate protection for its liens and security interest in said property, and if Claimant is not permitted to foreclose its security interest in the collateral, Claimant will suffer irreparable injury, loss and damage.

WHEREFORE, Claimant moves the Court to issue an Order against the Debtor(s), the trustee and parties in interest as follows:

Removing the stay of *11 U.S.C. 362* as against Claimant and authorizing said Claimant to immediately pursue its remedies against said property by foreclosing upon or reclaiming the same pursuant to the provisions of its Note and applicable local law.

Failure on any part of said contract by the buyer means that all property is taken back over by the Seller and the Buyer must immediately vacate said property and any damages done by the Buyer during the duration of their occupancy must be either fixed to the condition it was when they took occupancy, paid for so the Seller can bring it back to the condition it was when the buyer took occupancy.

If for any reason the buyer decides not to buy said property all deposits will be forfeited to the Seller.

Walee R. R. R.
Liana R. R. R.