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UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF CALIFORNIA
SACRAMENTO DIVISION

In re:

DONALD CLYDE WILLIS,

Debtor (s).

Case No. 10-53326-C-7
Chapter 7
DC No. MDE-1

DECLARATION OF KELLY A COLLINS
IN SUPPORT OF MOTION FOR RELIEF
FROM STAY

Date: April 26, 2011
Time: 9:30 a.m.
Judge: Klein
Dept: C
Ctrm: 35
Floor: 6th
Place: 501 I STREET
SACRAMENTO, CA

I, KELLY A COLLINS, declare as follows:

1. I am a custodian of the books, records and files of secured creditor and Movant herein, BANK OF THE WEST ("Movant"), the owner and holder of the subject Note secured by a Deed of Trust. In the course of my employment, I have become familiar with the manner and method in which Movant maintains its books and records in its regular course of business. Those books and records are managed by employees and agents whose duty it is to keep the books and records accurately and completely and to record each event or item at or near the time of the event or item so noted.

1 2. Movant is the owner and holder of a Note secured by
2 a Deed of Trust executed on or about June 29, 2006, covering
3 certain real property located at 12197 South Stoneridge Circle,
4 Paradise, California 95969. True and correct copies of the Note and
5 Deed of Trust are attached hereto as Exhibits 1 and 2,
6 respectively, and are incorporated herein by reference.

7 3. The Note, in the original principal amount of
8 \$183,200.00, dated June 29, 2006, was executed by the Debtor.
9 Debtor is in default on his obligations to Movant in that Debtor
10 has failed to make his installment payments when due and owing
11 pursuant to the terms of the above-described Agreement.

12 4. As of March 23, 2011, the total indebtedness was
13 \$178,189.23. Debtor is in default on four (4) contractual payments
14 (December 2010 through March 2011, each at \$1,309.12) totaling
15 \$5,236.48. The amount of the current monthly installment payment
16 is \$1,309.12.

17 5. By failing to pay the regular monthly installment
18 payments due pursuant to the Note, Debtor has not provided adequate
19 protection to Movant. Consequently, Movant lacks adequate
20 protection of its interest in said Property.

21 6. The Debtor claims, in Schedule D, that the current
22 value of the subject real property is \$160,000.00. Movant accepts
23 Debtor's contention as to the current market value of the subject
24 real property. A true and correct copy of Debtor's Schedule D is
25 attached hereto as Exhibit 3, and is incorporated herein by
26 reference.

10. Movant has had to retain counsel to represent it before this Court and is incurring legal expenses and attorneys' fees for which it requests reimbursement.

12 I declare under penalty of perjury under the laws of the
13 United States of America that the foregoing is true and correct and
14 that this declaration is executed this 25th day of March 2011, at
15 Omaha, NE.

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