

1 Susan J. Robinson
2 1201 Third Avenue, Suite 2900
3 Seattle, WA 98101-3028
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RECORDED
APR 10 2011 10:33
CLERK OF DISTRICT COURT
IDAHO

5 IN THE UNITED STATES BANKRUPTCY COURT
6 FOR THE DISTRICT OF IDAHO
7 AT BOISE

77841

8 In Re:
9 RICHARD STEVEN GORDON and
10 BARBARA LYNN GORDON,
11 Debtors.

BANKRUPTCY NO. 01-288
CHAPTER NO. 13
MOTION FOR RELIEF FROM STAY

12 TO: CLERK OF THE U.S. BANKRUPTCY COURT,
13 RICHARD STEVEN GORDON and BARBARA LYNN GORDON, Debtors,
14 CYRUS J. ROEDEL, Attorney for Debtors,
15 BERNIE R. RAKOZY, Trustee and
16 U.S. TRUSTEE

**YOU ARE HEREBY NOTIFIED THAT THE UNDERSIGNED IS ATTEMPTING
TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED
FOR THAT PURPOSE.**

17 The Bank of New York as Trustee its successors and/or assigns petitions the court for an
18 order annulling and terminating the stay, including the co-debtor stay, if any, to allow
19 commencement or continuation of an action against the Debtors to enforce petitioner's lien
20 against certain real property described below.
21

22 Petitioner is presently the holder of a Deed of Trust on property belonging to the estate of
23 the Debtors, located at 3806 Wagon Wheel Drive, Homedale, Idaho 83628, legally described
24 as:
25

26 PARCEL 1: LOT 7, BLOCK 2, CANYON ESTATES
27 SUBDIVISION, OWYHEE COUNTY, IDAHO, ACCORDING
28 TO THE OFFICIAL PLAT FILED AS INSTRUMENT NO.
225491, RECORDS OF OWYHEE COUNTY, IDAHO.

25

1 PARCEL II: AN EASEMENT FOR INGRESS AND EGRESS
2 AND UTILITIES OVER LOT 19, BLOCK 2, CANYON
3 ESTATES SUBDIVISION, OWYHEE COUNTY, IDAHO,
4 ACCORDING TO THE OFFICIAL PLAT FILED AS
5 INSTRUMENT NO. 225491, RECORDS OF OWYHEE
6 COUNTY, IDAHO.

7 A copy of the Deed of Trust is attached as Exhibit A and secures a Promissory Note of
8 even date and amount.

9 There is due and owing on the Promissory Note an amount of \$131,793.13 plus interest
10 at the rate of 11.75%. Currently monthly payments are \$1,335.45 and they are post-petition
11 delinquent from January 1, 2002. In addition, late charges have been incurred. The total post-
12 petition delinquency to date is approximately \$5,542.11 plus attorney fees and costs incurred for
13 the filing of this motion.

14 The property is subject to encumbrances of record by mortgage, judgment, tax lien,
15 and/or other, which when added to the unpaid balance of petitioner's lien exceeds \$144,975.41.
16 Debtors values the property at \$150,000.00. Considering the cost of sale, there is no equity in
17 the property for the debtors.

18 WHEREFORE, the petitioner requests annulment and termination of the automatic stay,
19 including the co-debtor stay, if any, only as it presently affects petitioner, its Successors and
20 Assignees, trustee or any successor trustee of the Deed of Trust. Petitioner further requests that
21 the 10 day stay period provided by Federal Rules of Bankruptcy Procedure, Rule 4001(a)(3)
22 be waived.
23
24
25
26
27
28

1 DATED this 8th day of April, 2002.

2
3 

4 Steven D. Robinson, ISB #3476 for
5 Susan J. Robinson, ISB #04460
6 Of Karr Tuttle Campbell
7 Attorneys for The Bank of New York as Trustee
8 its successors and/or assigns

9 CERTIFICATE OF MAILING

10 I hereby certify that on this 8th day of April, 2002, a true and correct copy of
11 the foregoing was mailed, postage prepaid, first class to the following:

12 Richard Steven Gordon
13 Barbara Lynn Gordon
14 Rt. 1 Box 3806
15 Homedale, Idaho 83628

16 Cyrus J. Roedel
17 355 Wy Myrtle St #102
18 Boise, Idaho 83702-7656

19 Bernie R. Rakozy
20 POB 1738
21 Boise, Idaho 83701

22 Owyhee County Treasurer
23 PO Box 128
24 Murphy, ID 83650

25 

26 Steven D. Robinson, ISB #3476 for
27 Susan J. Robinson, ISB #04460
28 Of Karr Tuttle Campbell
Attorneys for The Bank of New York as Trustee
its successors and/or assigns

When recorded mail to:
INDYMAC
ATTN: DOCUMENT CONTROL
155 NORTH LAKES AVENUE
PASADENA, CA 91101

231560

FILED - RECORDED
00 FEB 28 11 4:43

BY OFFICIAL

Pioneer
2100

Title Order No.: P03078
LOAN #: 594524
Escrow No.: P03078

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DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on FEBRUARY 11, 2000.
RICHARD S GORDON AND BARBARA GORDON, HUSBAND AND WIFE

The grantor is

("Borrower").

The trustee is PIONEER TITLE

("Trustee").

The beneficiary is DMZ, INC., AN IDAHO CORPORATION

which is organized and

existing under the laws of THE STATE OF IDAHO
and whose address is 617 MIDLAND BLVD., NAMPA, ID 83651

("Lender").

Borrower owes Lender the principal sum of ONE HUNDRED THIRTY TWO THOUSAND THREE HUNDRED AND NO/100
*****Dollars
(U.S. \$132,300.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument
("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on
MARCH 1, 2030.

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the
Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest,
advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and
agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in
trust, with power of sale, the following described property located in Owyhee County, Idaho:
SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

AP #: RPO092000200700

which has the address of 3806 WAGON WHEEL DRIVE, HOMERDALE

(Street, City),

Idaho 83628
(Zip Code)

("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and
fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All
of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey
the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally
the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited
variations by jurisdiction to constitute a uniform security instrument covering real property.

Initials:

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LOAN #: 594524

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the Federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

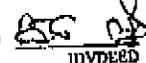
5. **Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating

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circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note. Including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. **Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. **Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance coverage previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold, and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by applicable law to Borrower and to other persons prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee

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shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

22. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

23. Substitute Trustee. Lender may, for any reason or cause, from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

24. Area and Location of Property. Either the Property is not more than forty acres in area or the Property is located within an incorporated city or village.

25. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

(Check applicable box(es))

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- V.A. Rider

- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Other(s) (specify) PREPAYMENT RIDER

- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

Richard S Gordon
RICHARD S GORDON

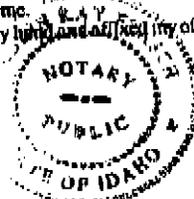
Barbara Gordon
BARBARA GORDON

STATE OF IDAHO,

Canyon County ss:

On this 14 day of February, 2000, before me, Robin Kay Fausch,
a Notary Public in and for said county and state, personally appeared Richard S. Gordon and
Barbara Gordon

known or proved to me to be the person(s) who executed the foregoing instrument, and acknowledged to me that
they executed the same.
In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Robin Kay Fausch
Notary Public
Canyon, Exp. 04-15-2003

PO3078

Exhibit "A"

PARCEL I:

Lot 7, Block 2, CANYON ESTATES SUBDIVISION, Owyhee County, Idaho, according to the Official Plat filed as Instrument No. 225491, records of Owyhee County, Idaho.

PARCEL II:

An easement for ingress and egress and utilities over Lot 19, Block 2, CANYON ESTATES SUBDIVISION, Owyhee County, Idaho, according to the Official Plat filed as Instrument No. 225491, records of Owyhee County, Idaho.

LOAN #: 594524

PREPAYMENT RIDER

THIS PREPAYMENT RIDER is made this 11TH day of FEBRUARY, 2000, I and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to DMI, INC., AN IDAHO CORPORATION

of the same date and covering the Property described in the Security Instrument and located at:
 1806 WAGON WHEEL DRIVE
 HOMEDALE, ID 83628

PREPAYMENT COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

I have the right to make payments of principal at any time before they are due. A prepayment of all of the unpaid principal is known as a "full prepayment." A prepayment of only part of the unpaid principal is known as a "partial prepayment."

Except as provided below, I may make a full prepayment or a partial prepayment at any time without paying any charge. If I sell my home (in an arms length, legitimate sale transaction), I will not pay a prepayment charge. In addition, if within the first THREE (3) year(s), I may make a partial prepayment or partial prepayments of less than twenty percent (20%) of the original principal amount in a twelve month period, I will not pay a prepayment penalty. However, if within the first THREE (3) year(s), I may make a full, partial prepayment or partial prepayments of more than twenty percent (20%) of the original principal amount in a twelve month period, I will pay a prepayment charge in an amount equal to the payment of six (6) months' advance interest on the amount prepaid which is in excess of twenty percent (20%) of the original principal amount in that twelve month period.

If I make a partial prepayment equal to one or more of my monthly payments, the due date of my next scheduled monthly payment may be advanced no more than one month. If I make a partial prepayment in any other amount, I must still make all subsequent monthly payments as scheduled.

LOAN #: 594524

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Prepayment Rider.


RICHARD B GORDON


BARBARA GORDON

PC 8078
When recorded mail to:
INDYMAC
ATTN: DOCUMENT CONTROL
155 NORTH LAKE AVENUE
PASADENA, CA 91101

231561

FILED - RECORDED
00FEB 20 PM 4:44

BY *Schmidt*
10/11/05

Pioneer
300

ASSIGNMENT OF DEED OF TRUST

LOAN #: 594524

For Value Received, the undersigned holder of a Deed of Trust (herein "Assignor") whose address is
617 MIDLAND BLVD., KANPA, ID 83651

does hereby grant, sell, assign, transfer and convey unto INDYMAC MORTGAGE HOLDINGS, INC.

a corporation organized and

existing under the laws of THE STATE OF DELAWARE

(herein "Assignee"),

whose address is P. O. BOX 10212, VAN NUYS, CA 91410-0212

all beneficial interest under a certain Deed of Trust, dated FEBRUARY 11, 2000
RICHARD S GORDON AND BARBARA GORDON, HUSBAND AND WIFE

made and executed by

to PIONEER TITLE

Trustee, upon the following

described property situated in OWYHEE COUNTY

State of IDAHO

AS DESCRIBED IN THE DEED OF TRUST

such Deed of Trust having been given to secure payment of \$132,300.00 which Deed of Trust is of record in Book,
(Original Principal Amount) (or as No. 231560)

Volume, or Liber No.
of the

at page

Records of OWYHEE

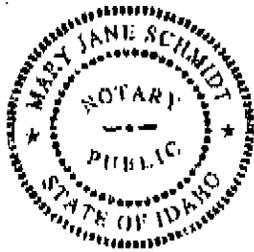
IDAHO together with the note(s) and obligations (herein described, the money due and to become due

thereon with interest, and all rights accrued or to accrue under such Deed of Trust.
TO HAVE AND TO HOLD, the same unto Assignee, its successor and assigns, forever, subject only to the terms and conditions

of the above-described Deed of Trust.

IN WITNESS WHEREOF, the undersigned Assignor has executed this Assignment of Deed of Trust on Feb. 11, 2001

DMI, INC., AN IDAHO CORPORATION



Seal:

By: *Karl R. Aguilera*
(Signature)

State of IDAHO

County of

On this 11th day of Feb, in the year of 2000, before me

personally appeared Mary Jane Schmidt
known or identified to me (or proved to me on the oath of Karl R. Aguilera)
to be the president, or vice-president, or secretary or assistant secretary, of the corporation (that executed the instrument or the person
who executed the instrument on behalf of said corporation, and acknowledged to me (that such corporation executed the same.

(NOTARY'S SIGNATURE AND SEAL)

My commission expires on 10-12-05

OSV

234988

FILED & RECORDED
01 FEB -6 PM 2:27

OWYHEE COUNTY RECORDER
BY *[Signature]*
DEPUTY

Requested, Prepared by, and
When Recorded Mail to:

(WHEN RECORDED RETURN TO)
NTC ATTN: DARRELL COLON
101 N. BRAND BLVD., SUITE #1800
GLENDALE, CALIFORNIA 91203
BANK of NEW YORK: 594324

Nationwide Title Clearing Inc.
9.3.00



00-A

Space Above for Recorders Use Only

Corporation Assignment of Deed of Trust/Mortgage

2216. BENE - DMS, INC.

This form is furnished by **IndyMac Mortgage Holdings Inc.**

For valuable consideration, the undersigned hereby grants, assigns, and transfers to:

All interest under that certain Deed of Trust/Mortgage dated: **FEBRUARY 11, 2000**
Executed by: **RICHARD S GORDON AND BARBARA GORDON, HUSBAND AND WIFE**
and recorded as Instrument No. *231560* in Book _____, Page _____, of
official records in the office of the County Recorder of **OWYHEE** County, State of **IDAHO**,
property described as per said Deed of Trust/Mortgage of Record, together with the
Promissory Note secured by said Deed of Trust/Mortgage and also all rights accrued or to
accrue under said Deed of Trust/Mortgage.

REC. DATE *2/28/00*

Dated: **February 25, 2000**
State of: **California**
County of: **Los Angeles**

IndyMac Mortgage Holdings, Inc.

BY: *[Signature]*
Patrick Overturf - Vice President

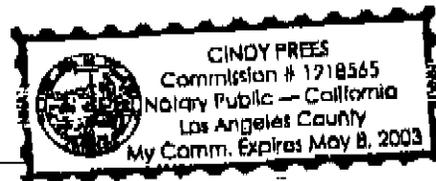
On **February 25, 2000** before me the undersigned, a Notary Public in and for said state,
personally appeared **Patrick Overturf - Vice President**, personally known to me (or proved
to me on the basis of satisfactory evidence) to be the person(s) whose name (s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed
the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)
on the instrument the person(s), or the entity upon behalf of which the person(s) acted,
executed the instrument.

Witness my hand and official seal

Signature

[Signature]

Prepared By: **C. STARR**



*
The Bank of New York Trustee under the Pooling and Servicing Agreement Series *2000-A*
at 101 Barclay Street, New York, New York 10286 Corp. Trust-MBS