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Mortgage Company

U.S. COURTS

2009 JUN 13 AM 9 57

REC'D FILED  
CAMERON S. BURNS,  
CLERK, IDAHO

FEE PAID  
RCPT #67300

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF IDAHO

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In re:	)	Case No. 99-42056
	)	(Chapter 13)
Clyde V. Hale	)	
	)	
Debtors.	)	
	)	
Long Beach Mortgage Company,	)	
ITS SUCCESSORS AND/OR ASSIGNS	)	
IN INTEREST,	)	
Movant.	)	

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MOTION AND MEMORANDUM FOR RELIEF  
FROM AUTOMATIC STAY ORDER

Movant, through its attorneys, moves this Court to enter its Order granting Movant, its successors and/or assigns, relief from the automatic stay order herein. As cause therefor, Movant makes the following assertions of fact and legal authority:

1. Nature of Proceedings: (a) The Debtor (Debtor is used regardless of the actual number of Debtors named above) has filed a petition herein pursuant to 11 U.S.C.. By said petition and pursuant to 11 U.S.C. 362, Movant, its successors and/or assigns (Movant is used herein regardless of the actual number of Movants named above) is stayed from any proceedings against Debtor and from any action to obtain possession of any property of the Debtor or to enforce any lien against any property of the Debtor.

(b) Debtor is the owner of the hereinafter defined "Mortgaged Property".

2. Jurisdiction, Venue, Contested Matter. (a) This Court has jurisdiction of this matter under 28 U.S.C. 1334. This matter is a core proceeding within 28 U.S.C. 157(a)(2). Venue is proper in this District pursuant to 28 U.S.C. 1409(a).

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(b) This Motion is filed pursuant to 11 U.S.C. 362(d). It is a contested matter pursuant to F.R.B.P., Rules 4001 and 9014.

3. Mortgage. Movant, its successors and/or assigns, is the holder of a mortgage/deed of trust (hereinafter "Mortgage") attached hereto and incorporated herein by this reference as Exhibit 1. The Mortgage has been properly recorded or filed to be perfected. The present balance (principal, interest, etc.) on Mortgage is indicated on Schedule A also attached hereto and incorporated herein by this reference. The periodic payment on Mortgage is also stated on Schedule A.

4. Delinquencies. The Mortgage is in default because Delinquencies indicated on Schedule B have not been paid, all of which are secured by Mortgage and the Mortgaged Property.

5. Acceleration. Because of the aforesaid defaults, Movant, its successors and/or assigns, has a right to declare all sums due on Mortgage to be immediately due and payable and, pursuant to the Mortgage has elected to foreclose on the Mortgaged Property.

6. Mortgaged Property. The Mortgage encumbers that real property of this bankruptcy estate legally described in the attached Mortgage whose description is stated on Schedule A. Said property - whether it consists of one or more properties - is here called Mortgaged Property.

7. Statutory Bases for Relief from Stay. (a) 11 U.S.C. 362(d) gives two numbered bases for relief from the automatic stay order. These two numbered bases are better stated as three different bases for relief, specifically:

- (1) For cause ("For Cause" Relief);
- (2) Lack of adequate protection of the interest in property of such party in interest ("Adequate Protection" Relief);
- (3) The Mortgaged Property:
  - (a) debtor does not have any equity; and
  - (b) is not necessary to an effective reorganization ("362(d)(2)" Relief).

(b) 11 U.S.C. 362(g) provides that the Debtor has the burden of proof under all of these bases for relief except that the Mortgaged Property has no equity. If the Debtor produces no evidence on these points, the Movant, its successors and/or assigns, is entitled to relief without presenting any evidence

whatsoever (In Re Gavin, 24 B.R. 578 [9th Cir. BAP 1982]). The Movant, its successors and/or assigns, has the burden of proof that the Mortgaged Property has no equity.

8. "For Cause" Relief. Movant, its successors and/or assigns, has a right to relief from the automatic stay order because Debtor has not paid the Delinquencies (See Schedule B) over a substantial period of time. Specifically, in such circumstances, it is the Debtor's burden of proof (See paragraph 7(b) above) to come forward with evidence that there will be a reasonable probability of a sale of the Mortgaged Property which will be profitable to this estate and/or that there will be a successful reorganization within a reasonable time (United States Savings Association of Texas v. Timbers of Inwood Forest Associates, Ltd., 108 S.Ct. 626 [1988] and 11 U.S.C. 704(1), 1123 or 1322).

9. "Adequate Protection" Relief. Movant, its successors and/or assigns, has a right to relief from the automatic stay order unless Debtors make "adequate protection" payments to Movant, its successors and/or assigns, to prevent the accrual of interest on the Present Balance (See Schedule A) for which the Mortgaged Property does not provide adequate security (11 U.S.C. 361).

10. "362(d)(2)" Relief. Movant, its successors and/or assigns, is entitled to relief from the automatic stay because there is no equity in the Mortgaged Property and it is not necessary to an effective reorganization.

WHEREFORE, the Movant, its successors and/or assigns, requests the Court to enter the following Orders:

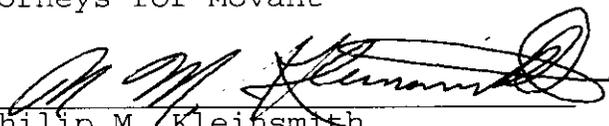
(1) Terminating, modifying, conditioning or annulling the automatic stay order as to the Movant, its successors and/or assigns in interest, and the assertion of Movant's, its successors and/or assigns in interest, rights against the Mortgaged Property pursuant to the Mortgage;

(2) For such further relief as may be just in the premises.

**ATTENTION: YOU ARE HEREBY NOTIFIED THAT YOU HAVE 35 DAYS FROM THE DATE OF THE MAILING OF THIS MOTION TO FILE A WRITTEN OBJECTION TO THE REQUESTED RELIEF OR SAID RELIEF SHALL BE GRANTED BY THE COURT.**

Kleinsmith & Associates, P.C.  
Attorneys for Movant

by

  
Philip M. Kleinsmith,  
ID Bar No. #0905  
6035 Erin Park Dr., Ste. 203  
Colorado Springs, CO 80918  
1-800-842-8417

Schedule A to Motion and Memorandum

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Present Unpaid Principal Balance: \$132,046.24  
Periodic Payment: \$1,066.94  
Late charges: \$53.35

Common Description of Mortgage Property: 1368 Galena Court  
Twin Falls, ID 83301

Lot 1 in Block 9 of STONEYBROOK SUBDIVISION NO. 3 P.U.D., Twin Falls County, Idaho according to the plat thereof, recorded in Book 14 of Plats, page 45, records of said County

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Schedule B to Motion and Memorandum

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Delinquent Monthly payments (2/00 through 6/00 inclusive, at \$1,066.94 per month)	\$5,334.70
Late Charges (2/00 through 5/00 inclusive, at \$53.35 per month)	\$213.40
Other:	\$
Attorney's Fees & Costs Herein	\$625.00
Attorneys Fees and Costs of Foreclosure Commenced Prior to Notice of this Bankruptcy	\$
<b>TOTAL ESTIMATED AMOUNTS PRESENTLY IN DEFAULT</b>	<b>\$6,173.10</b>

When recorded, mail to:

LONG BEACH MORTGAGE COMPANY  
P.O. BOX 11490  
SANTA ANA, CA 92711

Certified to be a true and exact copy of  
the original document.

*[Signature]*  
FIRST AMERICAN TITLE COMPANY

Loan No. 8013922-30318

[Space Above This Line For Recording Data]

# DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on January 27, 1999. The grantor is CLYDE V HALE, AN UNMARRIED MAN

("Borrower"). The trustee is FIRST AMERICAN TITLE INSURANCE

("Trustee"). The beneficiary is LONG BEACH MORTGAGE COMPANY

which is organized and existing under the laws of the State of Delaware, and whose address is 1100 TOWN & COUNTRY ROAD, ORANGE, CA 92868

("Lender"). Borrower owes Lender the principal sum of One Hundred Thirty Two Thousand Seven Hundred Twenty and no/100 Dollars (U.S. \$ 132,720.00)

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 February 1, 2029. 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 1 of the Note; and (c) the performance of Borrower's covenants and agreements under the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in TWIN FALLS County, Idaho

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HERETO:

which has the address of 1368 GALENA COURT TWIN FALLS Idaho 83301 [Zip Code] ("Property Address");



TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, 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 defends 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 variations by jurisdiction to constitute a uniform security instrument covering real property.

**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 make 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 federal 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 loan 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 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 authority (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 and verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make 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 between Borrower and Lender, if 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 the 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 3; 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 satisfy these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time due 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 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 Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, in floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's a which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at L 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. shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all rec paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and L 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 Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restora repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandone Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay 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 exte postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the paymen under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instr 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 aft execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at leas year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably with or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or ir the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forc action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture o Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a n that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other mat impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in defau Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or fa to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not lim to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, 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 containe this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions n include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, pay reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragrap 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 L Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower request payment.

**8. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Secur Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, th mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to th cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal t one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased t be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserv

payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the term that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall maintain 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 provide 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 the condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned to Lender 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 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 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 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 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 payment of 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 to Lender the 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 charges 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 cash payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without a prepayment charge under the Note.

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 are 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 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 reinstate 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 to 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 reinstate 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 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 under Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, 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 if 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 acceleration, 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 the sale of the Property in accordance with applicable law.

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notice of sale to the persons and in the manner prescribed by applicable law. After the time required by applicable 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 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 therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) in 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 to the person or persons legally entitled to it. Person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveyance of the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under applicable law.

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 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
- VA Rider
- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Other(s) [specify]
- 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. in any rider(s) executed by Borrower and recorded with it.

Witnesses:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Clyde V Hale  
-Bor

(Seal)  
-Borrower

STATE OF IDAHO,  
On this 4th day of February, 1999, County ss: Twin Falls, before me, Jill Beckley, a Notary Public in and for said county and state, personally appeared Clyde V. Hale,

known or proved to me to be the person(s) who executed the foregoing instrument, and acknowledged to me that he 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.

JILL BECKLEY  
NOTARY PUBLIC  
STATE OF IDAHO

Jill Beckley  
Notary Public residing at: Twin Falls, ID  
Commission expires: 8/15/01

Form No. 1056-4  
All Policy Forms  
T-24262LA E-17010JB

SCHEDULE C

The land referred to in this policy is situated in the State of Idaho and is described as follows: County of Twin Falls

Lot 1 in Block 9 of STONEYBROOK SUBDIVISION NO. 3 P.U.D., Twin Falls County, Idaho according to the plat thereof, recorded in Book 14 of Plats, page 45, records of said County.

NOTE: Assessment records indicate the address to be:  
136a Galena Ct. Twin Falls, ID 83301  
This information is outside of the insuring provisions of the policy.

# FIXED/ADJUSTABLE RATE RIDER (LIBOR Index - Rate Caps)

THIS FIXED/ADJUSTABLE RATE RIDER is made on this 27th day of January 1999, 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 Fixed/Adjustable Rate Note (the "Note") to : LONG BEACH MORTGAGE COMPANY

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

1368 GALENA COURT  
TWIN FALLS, ID 83301

[Property Address]

THE NOTE PROVIDES FOR A CHANGE IN THE BORROWER'S FIXED INTEREST RATE AND TO AN ADJUSTABLE INTEREST RATE. THE NOTE LIMITS THE AMOUNT THE BORROWER'S ADJUSTABLE RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

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

**A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES**

The Note provides for an initial fixed interest rate of 8.990 % . The Note also provides for a change in the initial fixed rate to an adjustable interest rate, as follows:

**1. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES**

**(a) Change Dates**

The initial fixed interest rate will change to an adjustable interest rate on the first day of February 2001, and on the first day of the month every 6th month thereafter. Each date on which the adjustable interest rate could change is called a "Change Date."

**(b) The Index**

Beginning with the first Change Date, the interest rate will be based on an Index. The "Index" is the average of the London interbank offered rates for six month dollar deposits in the London market based on quotations at five major banks ("LIBOR"), as set forth in the "Money Rates" section of *The Wall Street Journal*, or if the Money Rates section ceases to be published or becomes unavailable for any reason, then as set forth in a comparable publication selected by the Lender. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

**(c) Calculation of Changes**

Before each Change Date, the Lender will calculate my new interest rate by adding Six and Ninety Nine Hundredths percentage point(s) ( 6.990 %) to the Current Index. The Lender will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 1(d) on the following page, this rounded amount will be the new interest rate until the next Change Date.

Fixed/Adjustable Rate Rider - Libor

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ELECTRONIC LASER FORMS, INC. (800) 327-0646

Loan No. 8013922-30318

The Lender will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal balance as of the Change Date in full on the Maturity Date at the new interest rate by substantially equal payments. The result of this calculation will be the new monthly payment.

**(d) Limits on Interest Rate Changes**

The interest rate at the first Change Date will not be greater than **9.990** % or less than **8.990** %. Thereafter, the adjustable interest rate will never be increased or decreased on any single Change Date by more than **One** percentage points (**1.000** %) from the rate of interest applicable during the preceding 6 months. The adjustable interest rate will never be greater than **14.990** %, which is called the "Maximum Rate" or less than **8.990** % which is called the "Minimum Rate".

**(e) Effective Date of Changes**

Each new adjustable interest rate will become effective on each Change Date. The amount of each new monthly payment will be due and payable on the first monthly payment date after the Change Date until the amount of the monthly payment changes again.

**(f) Notice of Changes**

The Lender will deliver or mail a notice of any changes in the adjustable interest rate and the amount of the new monthly payment to the Borrower before the effective date of any change. The notice will include information required by law to be given to the Borrower and also the title and telephone number of a person who will answer any questions regarding the notice.

**B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER**

1. Until Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 17 of the Security Instrument provides as follows:

**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.

2. When Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 17 of the Security Instrument contained in Section B(1) above shall then cease to be in effect, and Uniform Covenant 17 of the Security Instrument shall be amended to read as follows:

**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

Fixed/Adjustable Rate Rider - Lbor

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exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Fixed/Adjustable Rate Rider.

_____ CLYDE V HALE _____ (Seal) -Borrower	_____ _____ _____ (Seal) -Borrower
_____ _____ _____ (Seal) -Borrower	_____ _____ _____ (Seal) -Borrower

[Sign Original Only]

Fixed/Adjustable Rate Rider - Libor

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Certified to be a true and exact copy of the original document

LOAN NO. 8013922-30

FIRST AMERICAN TITLE COMPANY

FIXED/ADJUSTABLE RATE NOTE (LIBOR Index - Rate Caps)

THIS NOTE PROVIDES FOR A CHANGE IN MY FIXED RATE TO AN ADJUSTABLE INTEREST RATE. THIS NOTE LIMITS THE AMOUNT MY ADJUSTABLE RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

January 27, 1999 (Date)

ORANGE (City)

CA (State)

1368 GALENA COURT TWIN FALLS, ID 83301 (Property Address)

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 132,720.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is

LONG BEACH MORTGAGE COMPANY

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a year rate of 8.990 %. The interest rate I will pay may change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the first day of each month beginning on March 1, 1999. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on February 1, 2029, I still owe amounts under this Note, I will pay those amounts in full on the date, which is called the "Maturity Date."

I will make my monthly payments at: 1100 TOWN & COUNTRY ROAD, ORANGE, CA 92868

or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 1,066.94. This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The initial fixed interest rate I will pay will change to an adjustable interest rate on the first day of February, 2001, and on that day every 6th month thereafter. Each date on which my adjustable interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of the London interbank offered rates for six month dollar deposits in the London market based on quotations at five major banks ("LIBOR"), as set forth in the "Money Rates" section of The Wall Street Journal, or if the Money Rates section ceases to be published or becomes unavailable for any reason, then as set forth in a comparable publication selected by the Lender. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Six and Ninety Nine Hundredths percentage point(s) ( 6.990 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

MULTISTATE FIXED/ADJUSTABLE RATE NOTE - LIBOR

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LOAN NO. 8013922-303

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

**(D) Limits on Interest Rate Changes**

The interest rate I am required to pay at the first Change Date will not be greater than 8.990 % or less than One % thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than One percentage points ( 1.000 ) from the rate of interest I have been paying for the preceding 6 months. My interest rate will never be greater than 14.990 % which is called the "Maximum Rate" or less than 8.990 % which is called the "Minimum Rate".

**(E) Effective Date of Changes**

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

**(F) Notice of Changes**

The Note Holder will deliver or mail to me a notice of any changes in my adjustable interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given and also the title and telephone number of a person who will answer any question I may have regarding the notice.

**5. BORROWER'S RIGHT TO PREPAY**

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

If I make a partial prepayment, whether voluntarily or involuntarily, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial prepayment may reduce the amount of my monthly payments after the first Change Date following my partial prepayment.

If within 2 years from the date of execution of the Security Instrument I make a full prepayment or, in certain cases a partial prepayment, whether voluntarily or involuntarily, I will at the same time pay to the Note Holder a prepayment charge. The prepayment charge will be equal to six months advance interest on the amount of any prepayment that, when added to all other amounts prepaid during the twelve (12) month period immediately preceding the date of the prepayment, exceeds twenty percent (20%) of the original principal amount of this Note.

**6. LOAN CHARGES**

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me that exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

**7. BORROWER'S FAILURE TO PAY AS REQUIRED**

**(A) Late Charges for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of FIFTEEN calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

**(B) Default**

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

**(C) Notice of Default**

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal that has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

**(D) No Waiver by Note Holder**

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

**(E) Payment of Note Holder's Costs and Expenses**

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

**8. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

CVA

LOAN NO. 8013922-30

Unless the Note Holder requires a different method, any notice that must be given to the Note Holder under this Note be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different add if I am given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its right under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

10. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

11. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to a Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses that might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

(A) Until my initial fixed rate changes to an adjustable interest rate under the terms stated in Section 4 above, Uniform Covenant 17 of the Security Instrument provides as follows:

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.

(B) When my initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section 4 above, Uniform Covenant 17 of the Security Instrument described in Section 11(A) above shall then cease to be in effect, and Uniform Covenant 17 of the Security Instrument shall instead provide as follows:

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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that the lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

Signature lines for two borrowers. The first signature is 'CLYDE V HALE'. Each signature line is followed by '(Seal)' and '-Borrower'.

[Sign Original Only]

Certificate of Mailing

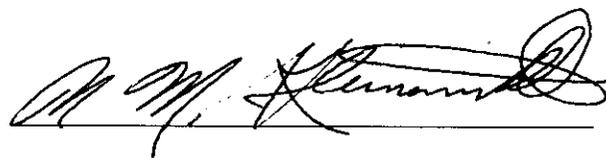
The undersigned hereby certifies that on June 9, 2000, a copy of the Motion and Memorandum for Relief from Automatic Stay have been served on the following by depositing same in a U.S. mail, postage prepaid, addressed as follows:

Kleinsmith & Associates  
6035 Erin Park Drive  
Colorado Springs, Co 80918

Clyde V. Hale  
1368 Galena Ct.  
Twin Falls, ID 83301

Paula B. Sinclair, Esq.  
PO Box 2322  
Twin Falls, ID 83303

L D Fitzgerald, Trustee  
PO Box 6199  
Pocatello, ID 83205

A handwritten signature in black ink, appearing to read "Paula B. Sinclair", is written over a horizontal line. The signature is cursive and somewhat stylized.