

U.S. COURTS

00 MAY -5 PM 12 U.S. Myers
The Honorable Terry L. Myers

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

FEE PAID
RCPT # 66711

1 Susan J. Robinson
2 1201 Third Avenue, Suite 2900
3 Seattle, WA 98101-3028
4 (206) 223-1313

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

9 In Re:

BANKRUPTCY NO. 00-774

10 VINCENT RAY TULLOCK and DARCI JOY
11 TULLOCK,
12 Debtors.

CHAPTER NO. 7

MOTION FOR RELIEF FROM STAY

13
14 TO: CLERK OF THE U.S. BANKRUPTCY COURT,
15 VINCENT RAY TULLOCK and DARCI JOY TULLOCK, Debtors,
16 JAKE W. PETERSON, Attorney for Debtors,
LOIS K. MURPHY, Trustee and
U.S. TRUSTEE

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

19 Washington Mutual Bank petitions the court for an order terminating the stay to allow
20 commencement or continuation of an action against the Debtors to enforce petitioner's lien
21 against certain real property described below.

22
23 Petitioner is presently the holder of a Deed of Trust on property belonging to the estate of
24 the Debtors, located at 344 Elijah Street, Nampa, Idaho, 83651, legally described as:

25
26 LOT 3 IN BLOCK 9 OF KINGHORN THIRD ADDITION,
27 ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED
IN BOOK 16 OF PLATS AT PAGE 9, RECORDS OF CANYON
COUNTY, IDAHO, RECORDS OF CANYON COUNTY,
IDAHO

28
MOTION FOR RELIEF FROM STAY - 1
#293816 / 6@PK01!.DOC / 60000-001

Law Offices
KARR·TUTTLE·CAMPBELL
A Professional Service Corporation
1201 Third Avenue, Suite 2900, Seattle, Washington 98101-3028

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

There is due and owing on the Promissory Note an amount of \$53,861.14 plus interest at the rate of 6.875% from February 1, 2000. Currently monthly payments are \$583.71 and they are delinquent from March 1, 2000. In addition, petitioner has advanced \$714.40 for bankruptcy fees and costs and \$39.75 for additional advances, and late charges have been incurred. The total arrearage to date is approximately \$1,958.98.

The property is subject to encumbrances of record by mortgage, judgment, tax lien, and/or other, which when added to the unpaid balance of petitioner's lien exceeds \$77,879.88. Debtors value the property at \$72,500.00. There is no equity in the property for the debtors.

WHEREFORE, the petitioner requests termination of the automatic stay only as it presently affects petitioner, its Successors and Assignees, trustee or any successor trustee of the Deed of Trust. Petitioner further requests that the 10 day stay period provided by Federal Rules of Bankruptcy Procedure, Rule 4001(a)(3) be waived.

DATED this _____ day of May, 2000.

Susan J. Robinson, ISB #04460
Of Karr Tuttle Campbell
Attorneys for Washington Mutual Bank

MOTION FOR RELIEF FROM STAY - 2

#293816 / 6@PK01!.DOC / 60000-001

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CERTIFICATE OF MAILING

I hereby certify that on this 2 day of May, 2000, a true and correct copy of the foregoing was mailed, postage prepaid, first class to the following:

Vincent Ray Tullock
Darci Joy Tullock
8200 HWY 44
Middleton, Idaho 83644

Jake W. Peterson
1215 W Hays St
Boise, Idaho 83702

Lois K. Murphy
2404 Bank Dr #312
Boise, Idaho 83705

US Trustee
PO Box 110
Boise, ID 83702

Beneficial Financial
PO Box 1878
Carol Stream, IL 60128

Susan J. Robinson
Susan J. Robinson, ISB #04460
Of Karr Tuttle Campbell
Attorneys for Washington Mutual Bank

 Washington Mutual

Loan No. 01-0935-001810455-4
ALLIANCE TITLE 02 9801935 35/MR
AFTER RECORDING, MAIL TO:

Washington Mutual Bank
C/O DATA PLEX
19031 33RD AVE WEST - MS116DPWA
LYNNWOOD, WA 98036

RECEIVED
JUN 11 1968
FBI - BOSTON
CHIEF OF STAFF
BY *[Signature]*
REQUESTER *[Signature]*
SUBJECT *[Signature]*
DATE *[Signature]* - 15-00

РЕКОМЕНДАЦИИ

Specify Above This Line Per Reporting Period

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on December 11, 1995. The grantor is
DARCI J. K. TULLOCK AND VINCE R. TULLOCK, HUSBAND AND WIFE.

(*Borrower*). The trustee is ALLIANCE TITLE O2, a Idaho corporation ("Trustee"). The beneficiary is Washington Mutual Bank which is organized and existing under the laws of Washington, and whose address is 1201 Third Avenue Seattle, WA 98101 ("Lender"). Borrower owes Lender the principal sum of FIFTY-Four Thousand Five Hundred & 00/100

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 January 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 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 Ada County, Idaho:

LOT 3 IN BLOCK 9 OF KINGHORN THIRD ADDITION, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN BOOK 16 OF PLATS AT PAGE 9, RECORDS OF CANYON COUNTY, IDAHO.

which has the address of 344 R.T.I.W. Annex

Idaho 83651 ("Property Address"); [City]

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, as hereinafter set forth, 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.

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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, 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 Home Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2001 et seq. ("RESPA"), unless another letter amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of the future Escrow home 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), charge Borrower for holding and applying the Funds, annually auditing the escrow account, or verifying the Escrow Items, unless Lender pays 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 home when due, Lender may 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 any Funds held by Lender at the time of acquisition or sale as a credit against the sum 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, directly. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, if Borrower makes these 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) consents in good faith the lien by, or defends securities from the holder of the lien an agreement satisfactory to Lender substantiating 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, the insurance proceeds shall be applied to the sums secured by this Security instrument, whether or not paid, 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 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 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 security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by ceasing the action or proceeding to be material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Lender (with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations comply with all the provisions of the lease. If Borrower requires 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 attorney's 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 requires 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 previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage premium 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 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.

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9. Inspection. Lender or its agents may make reasonable entries upon and inspections of the Property. Lender shall give Borrower other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

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 immediately before the taking is equal to or greater than the amount of the sum secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sum secured by this Security Instrument shall be reduced by the amount of 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 sum 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 sum 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 fails 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 sum 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; Performance By Lender Not a Waiver. Extension of the time for payment or modification of amortization 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 sum secured by this Security Instrument by reason of any note or be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns; 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 Security Instrument only to mortgage, grant and convey their Borrower's interest in the Property under the terms of this Security Instrument; (b) extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without their 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 limits them: (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.

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 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 and 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) 6 days for such other period as applicable law may specify for 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; (b) no acceleration has occurred; (c) cures any default of any other covenants or agreements; (d) pays all expenses reasonably required to ensure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums agreed hereby shall remain fully effective as if no acceleration had occurred. Upon reinstatement by Borrower, this Security Instrument and the obligations contained 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 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 noticed. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remedial action 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 that has 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 will 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 payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedy 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 this evidence.

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If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute 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 time requires 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 designate any or all of any parcel of the Property by public announcement at the time and place of any previously scheduled sale, Lender or its designees 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 title 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 Lender shall charge Borrower a release fee in an amount allowed by applicable law. 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 be confirmed upon Trustee herein and by applicable law.

24. Area and Location of Property. Either the Property is not more than twenty 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 were a part of this Security Instrument. [Check applicable boxes]

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Other(s) (Specify) | | |

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.

DARCI J K TULLOCK

X VINCE R TULLOCK

MATTIE RIZZI
NOTARY PUBLIC
STATE OF IDAHO

STATE OF IDAHO,

County of Canyon

Se:

On this 11th day of December, 2008 before me, Mattie Rizzi, a Notary Public in and for said county and state, personally appeared DARCI J K TULLOCK and VINCE R TULLOCK,

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

My Commission expires: 1-5-2004

Mattie Rizzi
Notary Public residing at Demarest, NJ

TO TRUSTEE:

REQUEST FOR RECONVEYANCE

The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

DATED: _____

By _____

Mail reconveyance to _____

STATE OF Idaho ;
COUNTY OF Valley ; ss.

On this 21 day of December, 1998 before me, the undersigned,
personally appeared Meredith A. Thompson,
known or identified to me to be the person(s) whose name is
subscribed to the within instrument, and acknowledged to me that she executed
the same.

(SEAL) JOY A. McMINN
★ NOTARY PUBLIC ★
STATE OF IDAHO

Joy A. McMinn
Notary Public State of Idaho
Residing at: McCall Idaho
Commission Expires: 7-20-99