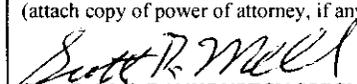


58

UNITED STATES BANKRUPTCY COURT DISTRICT OF IDAHO		PROOF OF CLAIM
Name of Debtor: Vincent Ray & Darci Joy Tullock		Case Number: 00-00774 Ch 13
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" of payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (The person or entity to whom the debtor owes money or property) Bank One, N.A. Name and Address for Disbursements: Bank One National Payment Services PO Box 182223 Columbus, OH 43218-2223 Forward Correspondence/Notices to: Bank One, P.O. Box 626, Butler, WI 53007-0626 Attn: Bankruptcy Department Telephone No. (800)576-6730		<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input checked="" type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.
Account or other number by which creditor identifies debtor: 100900006360027305		Check here if this <input type="checkbox"/> replaces <input type="checkbox"/> amends a previously filed claim, dated
1. Basis for Claim <input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input checked="" type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input type="checkbox"/> Other _____ <input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensation (fill out below) Your SS #: _____ Unpaid compensation for services performed from _____ to _____ (date) (date)		
2. Date debt was incurred: 07/28/99		3. If court judgement, date obtained:
4. Total Amount of Claim at Time Case Filed: \$31,385.55 If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.		
5. Secured Claim. <input checked="" type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief Description of Collateral: <input checked="" type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____ Value of Collateral: \$ _____ Amount of arrearage and other charges at time case filed included in secured claim, if any: \$0.00		6. Unsecured Priority Claim. <input type="checkbox"/> Check this box if you have an unsecured priority claim Amount entitled to priority \$ _____ Specify the priority of the claim: <input type="checkbox"/> Wages, salaries, or commissions (up to \$4000), * earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3). <input type="checkbox"/> Contribution to an employee benefit plan - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Up to \$1,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6). <input type="checkbox"/> Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Taxes or penalties owed to government units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(____). * Amounts are subject to adjustment on 4/1/98 and every 3 years thereafter with respects to cases commenced on or after the date of adjustment.
7. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. 8. Supporting Documents: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgements, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary. 9. Date-Stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.		
Date 10/18/00	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any):  Scott R. Mell BANKRUPTCY SPECIALIST	
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.		

110. COURT TO
07703 11 18 22
THIS SPACE IS FOR COURT USE ONLY

18

POXV1

PAY OUT

01100

ACCOUNT NUMBER . 100900006360027305 _____ +

VINCE R TULLOCK

033 01 99 L - - - 0015700VLS ACT A 07/10/2000

REFR: EQUITY

CLTR: MISCBK

AGCY: RECVRY 07/08/2000

MCAL: MA 07/08/2000

THRU DATE 03/29/2000

INTEREST RATE: 11.200

PER DIEM. . . : 0.000

PRINCIPAL . . : 29,757.54

OTHER INCOME.: 1,548.01

INTEREST. . . : .00

COSTS : 80.00

TOTAL : 31,385.55

COMMAND ==> _____

PF1=HELP PF3=EXIT PF4=PROMPT PF9=RETRIEVE PF12=CANCEL PA1=REFRESH

AMXM3

ACCOUNT/DEBTOR RELATIONSHIP

01100

ACCOUNT NUMBER 100900006360027305

ACTION	NAME	SOC SEC NO	REL	SEND CORRESP
-	VINCE R TULLOCK	520-62-3754	A	Y
-	DARCI J TULLOCK	541-82-0703	B	N

_____ + _____ + ... + _____

COMMAND ==> _____

PF1=HELP PF3=EXIT PF4=PROMPT PF7=BKWD PF8=FWD PF12=CANCEL PA1=REFRESH

VINCE R. TULLOCK AND DARCI J.K. TULLOCK 4 N MIDDLETON RD MIDDLETON, ID 83644-5614		BANK ONE, NA 100 E. BROAD STREET, COLUMBUS, OHIO 43271	
Borrower's Name and Address "You" means each borrower above, jointly and severally.		Lender's Name and Address "We" or "us" means the lender named above.	
No. 6360027305	Minimum Advance \$ 100.00	Maturity Date JUNE 28, 2024	
Date JULY 28, 1999	Minimum Balance \$ 0	Billing Cycle ends 20 days prior to	
Line of Credit \$ 30,000.00	Draw Period 10 YEARS	Payment Date	
Initial Advance \$ 30,000.00	Repayment Period 15 YEARS	Payment Date: 20th day of every month.	

HOME EQUITY LINE OF CREDIT

GENERALLY: This is an agreement about your home equity line of credit. Many of the terms we use in this agreement have special meanings. The term "loan account balance" means the sum of the unpaid principal of loans made under this plan, plus unpaid but earned finance charges, plus any credit insurance premiums and other lawful charges that are due. "Line of Credit" means the maximum amount of principal we will ordinarily allow you to owe us under this plan at any time.

In addition, we will use the following terms for this home equity plan: "Initial Advance" means the amount of money we will require you to accept as an advance to open the plan. "Minimum Advance" means the smallest amount of money we will advance to you at your request. The "Minimum Balance" is the amount of principal of loans we will require you to maintain outstanding during the plan. If the principal balance outstanding falls below the minimum balance, you may have to pay a fee described below.

The "Draw Period" is the time during the plan that you may request advances and will make payments on your loan account balance. The "Repayment Period" is the time during the plan that you must repay your loan account balance but may not request further advances. Except where otherwise indicated, the regulatory disclosures contained in this agreement apply to both the draw and repayment periods.

If any term of this agreement violates any law or for some other reason is not enforceable, that term will not be part of this agreement. This agreement is subject to the laws of the United States. To the extent the laws of the United States are not applicable, this agreement is subject to the laws of the state of Ohio.

TAX DEDUCTIBILITY: You should consult a tax advisor regarding the deductibility of interest and charges under this home equity plan.

REQUESTING A LOAN: You request a loan under this plan whenever you write a check for at least the minimum advance listed above using one of the special checks you have for that purpose.

HOW THE LOAN IS ADVANCED: When you request a loan, we will, subject to any limitations contained in this agreement, advance exactly the amount you request, so long as the requested amount equals or exceeds the minimum advance listed in this agreement. We will make the advance by paying the check you write. We will record the amount as a loan in your loan account.

If your request is for less than the minimum advance, we may, at our option, grant the request. However, granting the request does not mean we will be required to grant requests for less than the minimum advance in the future. We always have the option to deny any such request.

However, we will not ordinarily grant any request for a loan which would cause the unpaid principal of your loan account balance to be greater than the Line of Credit listed in this agreement. We may, at our option, grant such a request without obligating ourselves to do so in the future. In the event we do grant such a request, your next month's required minimum payment will be increased to the extent necessary to reduce your loan account balance to the Line of Credit listed in this agreement.

HOW FINANCE CHARGES ARE COMPUTED: Finance charges begin to accrue immediately when we make a loan to you. To figure the finance charge for a billing cycle, we multiply the sum of the daily "outstanding unpaid indebtedness" during the billing cycle by the daily periodic rate. The daily "outstanding unpaid indebtedness" is computed as follows: First, we take your loan account balance at the beginning of the day and subtract any unpaid finance charges and credit insurance premiums (if any) that are due. Next, we add any new loans made that day. Then we subtract any payments or credits received that day which apply to the repayment of your loans. (A portion of each payment you make is applied to finance charges and credit insurance premiums and other lawful charges, if any.) The final figure is the "outstanding unpaid indebtedness."

The daily periodic rate of FINANCE CHARGE is 0.0259 % which corresponds to an ANNUAL PERCENTAGE RATE of 9.450 %. The annual percentage rate includes interest and no other costs.

The periodic rate and corresponding annual percentage rate described above are the initial rates assessed under this plan, and are not based on the relationship used for later rate adjustments. Had these rates been based on that relationship, the daily periodic rate of FINANCE CHARGE would have been N/A % which would correspond to an ANNUAL PERCENTAGE RATE of N/A %. The initial rate will be in effect until N/A. At that time the rates will be subject to further adjustments and limitations, and produce the effects described below.

VARIABLE RATE: The annual percentage rate may change, and will be 1.700% PLUS the following "base rate": the highest rate on corporate loans posted by at least 75% of the USA's 30 largest banks known as The Wall Street Journal Prime Rate and published in The Wall Street Journal. The resulting annual percentage rate will be rounded up to the nearest .01%. The annual percentage rate is subject to change on the first day of each month, based on the "base rate" in effect on the last Tuesday of the immediately preceding month (the "reference date"). The annual percentage rate will increase if the "base rate" increases and will decrease if the "base rate" decreases. All increases and decreases will take effect on the first day of each month, and the annual percentage rate will not increase or decrease more often than once a month. An increase will result in an increase in the finance charge, and it will have the effect of increasing your periodic monthly payment. A decrease will result in a decrease in the finance charge, and it will have the effect of decreasing your periodic monthly payment.

If the base rate changes more frequently than the annual percentage rate, we will always use the base rate in effect on the reference date to determine the new annual percentage rate. In such a case, we will ignore any changes in the base rate that occur between reference dates.

The "annual percentage rate" referred to in this section is the annual rate which corresponds to the periodic rate applied to the balance as described above. This corresponding ANNUAL PERCENTAGE RATE will never exceed 18.000 %, and will never exceed the highest allowable rate for this type of agreement as determined by applicable state or federal law.

The ANNUAL PERCENTAGE RATE will never increase more than N/A % in one year.

HOW YOU REPAY YOUR LOANS - DRAW PERIOD: On or before each payment date during the draw period referred to above, you agree to make a minimum payment. The minimum payment is the greater of (a) the accrued finance charges, plus credit insurance premiums (if any), plus any lawful charges you owe other than finance charges, credit insurance premiums and principal, on the last day of the billing cycle, or (b) \$50.00. If you fail to make a payment, we may, but are not required to, advance money to you to make the payment. All the terms of this agreement would apply to such a loan.

You can pay off all or any part of what you owe at any time. However, so long as you owe any amount you must continue to make the minimum payment.

The amount you pay will be applied first to any lawful charges you owe other than principal and finance charges, then to any finance charges that are due, and finally to principal.

PRINCIPAL REDUCTION: During the draw period the minimum payment may not reduce the principal outstanding on your line.

HOW YOU REPAY YOUR LOANS - REPAYMENT PERIOD: The draw period lasts for the amount of time specified at the top of this agreement. On the last day of the draw period (the "Conversion Date"), the repayment period begins and your outstanding balance is converted to a term loan. The principal balance of your term loan will be equal to the unpaid principal balance of your line outstanding as of the Conversion Date. The unpaid outstanding principal balance will bear interest at the rate specified in this agreement as same may change from time to time if such changes are permitted.

On or before each payment date during the repayment period, you agree to make a minimum payment to reduce your debt. The minimum payment

190270 002002
LOAN #: 6360027305

amount is the sum of (a) the amount of accrued, unpaid finance charges, credit insurance premiums (if any) and other unpaid, lawful charges plus (b) the principal balance outstanding on the last day of the billing cycle divided by the number of months remaining in the repayment period. Your minimum monthly payment will be equal to an amount that would allow you to repay the principal and interest of your loan in monthly installments over the period specified as your repayment period. However, balances of less than \$50.00 must be paid in full. On the maturity date listed in this agreement, you must pay the amount of any remaining loan account balance.

- If this is a variable rate plan, we may change the index and margin if the original index described in this agreement becomes unavailable. Any new index will have a historical movement similar to the original, and, together with a new margin, will produce a similar interest rate.
 - We may make changes that you have agreed to in writing.
 - We may make changes that unequivocally benefit you.
 - We may make changes to insignificant terms of this agreement.
- In addition, to the extent not prohibited by applicable law, we may refuse to make additional extensions of credit or reduce your credit limit if the maximum annual percentage rate is reached.

If we are required to send notice of a change in terms, we will send the notice to your address listed in this agreement. (You should inform us of any change in address.)

ADDITIONAL REPAYMENT TERMS: If your loan account balance on a payment date is less than the minimum payment amount, you must pay only the loan account balance.

During the Draw Period, if you fail to make a payment, we may, but are not required to, advance money to you to make the payment. All the terms of this agreement would apply to such a loan.

You can pay off all or part of what you owe at any time. However, so long as you owe any amount you must continue to make your periodic minimum payment.

The amounts you pay will be applied first to any charges you owe other than principal and finance charges, then to any finance charges that are due, and finally to principal.

The checks that we provide to you for the purpose of requesting loans under your line of credit may not be used to make any payment under this agreement.

ADDITIONAL CHARGES: You agree to pay the following additional charges:

- An annual line of credit commitment fee in the amount of \$ 30.00. This fee will be added to your account balance on an annual basis.
- A late charge on any payment not paid within 10 days of the payment date of \$ 20.00
- A charge of \$ 25.00 for each check, negotiable order of withdrawal or draft you send us as a payment in connection with this line of credit that is returned because it has been dishonored for any reason, and for each electronic debit initiated as a payment in connection with this line of credit that is dishonored for any reason.
- A charge of \$ 25.00 for any advance that would cause you to exceed the Line of Credit listed in this agreement, whether or not we actually grant your request for such an advance.
- Application Fee \$ _____; Points \$ _____;
- Appraisal \$ _____; Official Fees \$ _____;
- Property Survey \$ _____; Title Search \$ _____;
- Credit Report Fees \$ _____; Title Insurance \$ _____;
- Documentation Fees \$ _____; Taxes \$ _____;
- Termination Fee \$ 300.00;
- (Other) SEE ADDENDUM TO HOME EQUITY LINE OF CREDIT.

EARLY CONVERSION: The Conversion Date may be accelerated (the draw period ended and the repayment period begun prior to the time specified in this agreement):

- Upon your request at any time during the draw period. If you make such a request, we will send you a written confirmation. The Conversion Date will be accelerated once you sign and return that written confirmation; or
- At our discretion, to the extent not prohibited by applicable law or regulation, if we determine at any time that a material adverse change has occurred in your financial circumstances.

EARLY TERMINATION-FEE: In the event that, within two (2) years after the date of this agreement, you pay your loan account balance in full and request a release of our lien on the real property securing your obligations under this plan, then, to the extent not prohibited by applicable law, you must pay us a fee in an amount equal to the lesser of one percent (1%) of the original line of credit or \$350.00 to compensate us for the risk of such repayment prior to the time contemplated by the parties when entering this agreement, as your rate for this product excluded this consideration when we set your interest rate. (This is the same fee noted as the "Termination Fee" in the Additional Charges paragraph.) We will release our lien only after we have received this fee.

COLLECTIONS: If you are in default under the terms of this agreement, we may take all lawful action under applicable law to collect the money you owe us. It is our intent to collect only those attorneys' fees and collection costs permitted by the laws of your state and the United States (including the bankruptcy laws of the United States). You agree to pay only those collection costs and attorneys' fees that we actually incur and that we may lawfully collect from you. If the laws of your state will not let us collect all or some of these fees from you, we will not do so. To the extent the laws of your state prohibit us from contracting with you to collect such fees or prohibit us from including this provision in your agreement with us, this provision is severed from this agreement, is of no force and effect and your contract will be read and interpreted without this provision except to the extent federal law may now or hereafter preempt the law of your state.

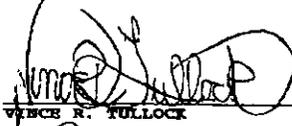
CREDIT INSURANCE: Credit life insurance and credit disability insurance are not required to obtain credit. We will provide no coverage unless you sign and agree to pay the additional cost. The rates listed below are applied to the outstanding daily balance to determine the premium you owe for \$30,000.00

	TYPE	RATE
You <input type="checkbox"/> do <input type="checkbox"/> do not want single credit life		N/A
You <input type="checkbox"/> do <input type="checkbox"/> do not want joint credit life		N/A
You <input type="checkbox"/> do <input type="checkbox"/> do not want credit disability		N/A

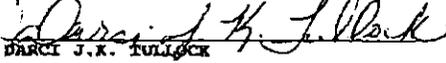
x _____ x _____

NOTICE: Review the following page for additional terms that are part of this agreement, for information about your rights in the event of a billing error and for your rights concerning the prohibition of information sharing under the Fair Credit Reporting Act.

SIGNATURES: By signing below, you agree to the terms of this agreement and you promise to pay any amounts you owe under this agreement. You also state that you received a completed copy of the agreement on the date written below.



 VANCE R. TULLOCK



 DARCI J.K. TULLOCK

SECURITY: To secure the payment of what you owe, we have the right of set-off. This means we can pay the amount you owe us out of money that we are required to pay you (such as money in accounts you have with us). However, we cannot use in this way money in your IRA or other tax-deferred retirement account. State law may further limit our right of set-off.

We have also secured your obligations under this plan by taking a security interest (by way of a separate security agreement, mortgage or other instrument dated JULY 28, 1999) in the real property located at the following address:
4 N MIDDLETON RD
MIDDLETON, ID 83644-5614

Any present or future agreement securing any other loan you have with us also will secure the payment of this line of credit. Property securing another loan will not secure this line of credit to the extent such property is household goods. **SEE ADDENDUM TO HOME**

Filing fees \$ EQUITY LINE OF CREDIT. You may buy property insurance from anyone you want who is acceptable to us.

CHANGING THE TERMS OF THIS AGREEMENT: Generally, we may not change the terms of this agreement. However, we may change the terms in the following circumstances:

ADDITIONAL TERMS190270 002003
LOAN #: 6360027305

DEFAULT: At our option, we may declare you in default on this agreement if any of the following occur:

- (1) You engage in fraud or material misrepresentation, by your actions or failure to act, in connection with any phase of this home equity line of credit;
- (2) Subject to any right to cure you may have, you do not meet the repayment terms;
- (3) Your action or inaction adversely affects the collateral or our rights in the collateral, including but not limited to: (a) failure to maintain required insurance on the dwelling; (b) your transfer of the property; (c) failure to maintain the property or use of it in a destructive manner; (d) commission of waste; (e) failure to pay taxes on the property or otherwise fail to act and thereby cause a lien to be filed against the property that is senior to our lien; (f) death; (g) the property is taken through eminent domain; (h) a judgment is filed against you and subjects you and the property to action that adversely affects our interest; or (i) a prior lien holder forecloses on the property and as a result, our interest is adversely affected.

REMEDIES: Upon the occurrence of any of the events described in the preceding section, we may declare you to be in default on this line of credit, terminate your account, require you to pay the entire outstanding balance in one payment, and, to the extent permitted by applicable law, charge you a termination fee (if provided for in this agreement) and, to the extent permitted by applicable law, fees related to the collection of the amount owing. In that instance, we may take other action short of termination, such as charging you a fee if you fail to maintain required property insurance and we purchase insurance. If we elect to terminate and accelerate the amounts owing on your account, we may use our right of set-off, unless prohibited.

Even if we choose not to use one of our remedies when you default, we do not forfeit our right to do so if you default again. If we do not use a remedy when you default, we can still consider your actions as a default in the future.

SUSPENSION OF CREDIT AND REDUCTION OF CREDIT LIMIT:

We may temporarily prohibit you from obtaining additional extensions of credit, or reduce your credit limit if:

- (1) The value of the dwelling securing this home equity line of credit declines significantly below its appraised value for purposes of this line;
- (2) We reasonably believe you will not be able to meet the repayment requirements due to a material change in your financial circumstances;
- (3) You are in breach of a material obligation of this agreement, which shall include, but is not limited to, your ongoing obligation to supply us with information we feel we need to assess your financial condition;
- (4) A governmental action prevents us from imposing the annual percentage rate provided for in this agreement;
- (5) The annual percentage rate corresponding to the periodic rate reaches the maximum rate allowed under this plan (if provided for in this agreement);
- (6) A regulatory agency has notified us that continued advances would constitute an unsafe or unsound business practice; or
- (7) Any of the events described above in the "DEFAULT" section occurs.

In the event that we suspend your right to additional advances or reduce your credit line, we will send you notice of our decision at the address listed in this agreement. (You should inform us of any change in your address.) If we have based our decision to suspend or reduce your credit privileges on an assessment of your financial condition or performance under this plan, and you believe that your situation has changed, you must request that we re-evaluate your situation.

CREDIT INFORMATION: You agree to supply us with whatever information we reasonably feel we need to decide whether to continue this plan. We agree to make requests for this information without undue frequency, and to give you reasonable time in which to supply the information.

You authorize us to make or have made any credit inquiries we feel are necessary. You also authorize the persons or agencies to whom we make these inquiries to supply us with the information we request.

Important Notice: Sharing Information within Banc One Corporation ("Banc One"). Bank One shares information regarding transactions and experiences about you and your loan with other Banc One Corporation ("Banc One") companies. Bank One may also share other information such as employment and credit history, information on your application, information involving other Banc One relationships and any other information among Banc One companies. You have the right to prohibit the sharing of this other information to the extent permitted by the Fair Credit Reporting Act. If you would like to exercise this right, please write to us at Bank One, FCRA Opt-Out, P.O. Box 182793, Columbus, Ohio 43218-2793, and include your name as it appears on your application, your address, social security number, loan account number, telephone number, and sign and date your correspondence. If your loan is a joint account, each joint account owner that desires to opt out must provide the above information including their signature. You may receive additional

notices of your right to opt out, but you only need to respond once to exercise this right.

**YOUR BILLING RIGHTS
KEEP THIS NOTICE FOR FUTURE USE**

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify Us In Case of Errors or Questions About Your Bill

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us at the address listed on your bill. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your bill automatically from your savings, checking or other account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three business days before the automatic payment is scheduled to occur.

*Your Rights and Our Responsibilities
After We Receive Your Written Notice*

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we report you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

190270 002004

LOAN #: 6360027305

**NOTICE OF RIGHT OF RESCISSION
(OPEN-END CREDIT - WHEN OPENING ACCOUNT)**

This Notice relates to a consumer credit account dated JULY 28, 1999 between the Creditor named below and VINCE R. TULLOCK AND DARCI J.K. TULLOCK

(Consumer(s))

NOTICE OF RIGHT TO CANCEL

Your Right to Cancel

We have agreed to establish an open-end credit account for you, and you have agreed to give us a mortgage/lien/security interest on/in your home as security for the account. You have a legal right under federal law to cancel this account, without cost, within three business days from whichever of the following events occurs last:

- (1) the opening date of the account, which is JULY 28, 1999; or
- (2) the date you received your Truth-in-Lending disclosures; or
- (3) the date you received this notice of your right to cancel the account.

If you cancel the account, the mortgage/lien/security interest on/in your home is also cancelled. Within 20 calendar days after we receive your notice, we must take the steps necessary to reflect the fact that the mortgage/lien/security interest on/in your home has been cancelled, and we must return to you any money or property you have given to us or to anyone else in connection with this account. You may keep any money or property we have given you until we have done the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at your home or at the location of the property. Money must be returned to the address at right. If we do not take possession of the money or property within 20 calendar days of your offer, you may keep it without further obligation.

How to Cancel

If you decide to cancel the account, you may do so by notifying us in writing, at

BANK ONE, NA

(Name of Creditor)

TEMPE LOAN CENTER
NATIONAL BUSINESS UNIT (AZ1-2509)
1515 W. 14TH ST. BLDG C
TEMPE, AZ 85281

(Creditor's Business Address)

You may use any written statement that is signed and dated by you and states your intention to cancel, or you may use this notice by dating and signing below. Keep one copy of this notice no matter how you notify us because it contains important information about your rights.

If you cancel by mail or telegram, you must send the notice no later than midnight of JULY 31, 1999

(date)

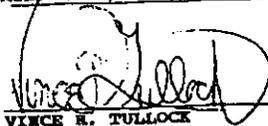
(or midnight of the third business day following the latest of the three events listed above). If you send or deliver your written notice to cancel some other way, it must be delivered to the above address no later than that time.

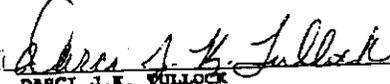
RECEIPT

Each of the undersigned acknowledges receipt of 2 copies of this Notice and warrants that the undersigned are all the persons who are a party to the credit account who have or may have an interest in the home at

4 N MIDDLETON RD
MIDDLETON, ID 83644-5614

Consumer(s):


VINCE R. TULLOCK

7/28/99  7/28/99
Date DARCI J.K. TULLOCK Date

I WISH TO CANCEL

VINCE R. TULLOCK

Date

DARCI J.K. TULLOCK

Date

190270 002005

LOAN #: 6360027305

NOTICE OF SPECIAL FLOOD HAZARDS AND AVAILABILITY OF FEDERAL DISASTER RELIEF ASSISTANCE

Date JULY 28, 1999

Borrowers Name(s) VINCE R. TULLOCK AND DARCI J.K. TULLOCK

Mail Address 4 N MIDDLETON RD
MIDDLETON, ID 83644-5614

Property Address 4 N MIDDLETON RD
MIDDLETON, ID 83644-5614

Lender BANK ONE, NA
100 E. BROAD STREET
COLUMBUS, OHIO 43271

We are giving you this notice to inform you that:
The building or mobile home securing the loan for which you have applied is or will be located in an area with special flood hazards.

The area has been identified by the Director of the Federal Emergency Management Agency (FEMA) as a special flood hazard area using FEMA's Flood Insurance Rate Map or the Flood Hazard Boundary Map. This area has at least a one percent (1%) chance of a flood equal to or exceeding the base flood elevation (a 100-year flood) in any given year. During the life of a 30-year mortgage loan, the risk of a 100-year flood in a special flood hazard area is 26 percent (26%).

Federal law allows a lender and borrower jointly to request the Director of FEMA to review the determination of whether the property securing the loan is located in a special flood hazard area. If you would like to make such a request, please contact us for further information.

The community in which the property securing the loan is located participates in the National Flood Insurance Program (NFIP). Federal law will not allow us to make you the loan that you have applied for if you do not purchase flood insurance. The flood insurance must be maintained for the life of the loan. If you fail to purchase or renew flood insurance on the property, Federal law authorizes and requires us to purchase the flood insurance for you at your expense.

- Flood insurance coverage under the NFIP may be purchased through an insurance agent who will obtain the policy either directly through the NFIP or through an insurance company that participates in the NFIP. Flood insurance also may be available from private insurers that do not participate in the NFIP.
- At a minimum, flood insurance purchased must cover the lesser of:
 - (1) the outstanding principal balance of the loan; or
 - (2) the maximum amount of coverage allowed for the type of property under the NFIP.
 Flood insurance coverage under the NFIP is limited to the overall value of the property securing the loan minus the value of the land on which the property is located.
- Federal disaster relief assistance (usually in the form of a low-interest loan) may be available for damages incurred in excess of your flood insurance if your community's participation in the NFIP is in accordance with NFIP requirements.

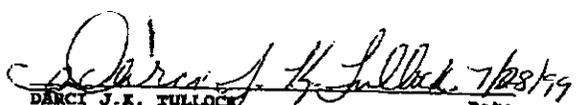
Flood insurance coverage under the NFIP is not available for the property securing the loan because the community in which the property is located does not participate in the NFIP. In addition, if the non-participating community has been identified for at least one year as containing a special flood hazard area, properties located in the community will not be eligible for Federal disaster relief assistance in the event of a Federally-declared flood disaster.

Acknowledgment by Borrower

Borrower(s) agrees to furnish, at Borrower's expense, a flood insurance policy satisfying Lender's requirements on or before closing of the above referenced loan and maintain same thereafter.
Delivery of these notices is hereby acknowledged.


VINCE R. TULLOCK

7/28/99
Date


DARCI J.K. TULLOCK

Date