

ACCOUNT #: 000-000-0000 ORIG. FILED: _____ DATE

LOAN DATE: 9-30-97

SECURED AMNT: \$ 4,075.32 @ 10 %

COLLATERAL: 94 dodge pu 3500

UNSECURED AMNT: \$ _____

B K ADJUSTOR: Shawn 1433

NOTES: per diem 1.20

COURT FILING DEADLINE: 3-19-00 IF APPLIES

PROMISSORY NOTE

Borrower: VLADIMIR PANIOUCHKINE
TONTAYNA PANIOUCHKINE
404 MARTIN ST
TWIN FALLS, ID 83301

Lender: First Security Bank, N.A.
BUHL
200 BROADWAY AVE NORTH
BUHL, ID 83316

Principal Amount: \$15,920.00

Interest Rate: 10.000%

Date of Note: September 30, 1997

PROMISE TO PAY. I promise to pay to First Security Bank, N.A. ("Lender"), or order, in lawful money of the United States of America, the principal amount of Fifteen Thousand Nine Hundred Twenty & 00/100 Dollars (\$15,920.00), together with interest at the rate of 10.000% per annum on the unpaid principal balance from September 30, 1997, until paid in full.

PAYMENT. I will pay this loan on demand, or if no demand is made, in 60 payments of \$337.30 each payment. My first payment is due October 20, 1997, and all subsequent payments are due on the same day of each month after that. My final payment will be due on September 20, 2002, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Interest on this Note is computed on a 365/365 simple interest basis; that is, by applying the ratio of the annual interest rate over the number of days in a year (366 during leap years), multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. I will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing. Unless otherwise agreed or required by applicable law, payments will be applied first to accrued unpaid interest, then to principal, and any remaining amount to any unpaid collection costs and late charges.

PREPAYMENT. I agree that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, I may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve me of my obligation to continue to make payments under the payment schedule. Rather, they will reduce the principal balance due and may result in me making fewer payments.

LATE CHARGE. If a payment is 16 days or more late, I will be charged 5.000% of the unpaid portion of the regularly scheduled payment or \$10.00, whichever is greater.

DEFAULT. I will be in default if any of the following happens: (a) **Payment Default.** I fail to make a payment as required by this Note. (b) **Other Defaults.** The prospect of payment, performance, or realization of any collateral for this loan is significantly impaired.

LENDER'S RIGHTS. Lender may do any of the following, in addition to any other rights Lender has, if I am in default: (a) Lender may, subject to any cure and notice provisions of the Idaho Credit Code, declare my entire loan immediately due, without notice. I will then pay Lender the unpaid part of the Principal Amount, any interest that is earned but unpaid, and any reasonable collection costs. (b) If Lender declares my entire loan immediately due after a default, or upon final maturity, then any unpaid accrued interest will become part of the principal, and the total sum will bear interest from the date of acceleration or maturity at the interest rate on this Note. (c) Lender may hire or pay someone else who is not a salaried employee of Lender to help collect my loan if I do not pay. I also will pay Lender that amount. This includes, subject to any limits under the Idaho Credit Code, Lender's reasonable attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including without limitation all reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. If not prohibited by applicable law, I also will pay any court costs, in addition to all other sums provided by law. This Note has been delivered to Lender and accepted by Lender in the State of Idaho. If there is a lawsuit, I agree upon Lender's request to submit to the jurisdiction of the courts of Ada County, the State of Idaho. This Note shall be governed by and construed in accordance with the laws of the State of Idaho.

DISHONORED ITEM FEE. I will pay a fee to Lender of \$20.00 if I make a payment on my loan and the check or preauthorized charge with which I pay is later dishonored.

RIGHT OF SETOFF. I grant to Lender a contractual possessory security interest in, and hereby assign, convey, deliver, pledge, and transfer to Lender all my right, title and interest in and to, my accounts with Lender (whether checking, savings, or some other account), including without limitation all accounts held jointly with someone else and all accounts I may open in the future, excluding however all IRA and Keogh accounts, and all trust accounts for which the grant of a security interest would be prohibited by law. I authorize Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on this Note against any and all such accounts.

GENERAL PROVISIONS. This Note is payable on demand. The inclusion of specific default provisions or rights of Lender shall not preclude Lender's right to declare payment of this Note on its demand. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. I and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, protest and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan, or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several. This means that the words "I", "me", and "my" mean each and all of the persons signing below.

PRIOR TO SIGNING THIS NOTE, I, AND EACH OF US, READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. I, AND EACH OF US, AGREE TO THE TERMS OF THE NOTE AND ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THE NOTE.

BORROWER:


VLADIMIR PANIOUCHKINE


TONTAYNA PANIOUCHKINE

Fixed Rate, Installment.

LASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 2.24 [© 1997 CFI ProServices, Inc. All rights reserved. (ID-D20 F3.24a LPS05288.1NG1.0V)]

CONSUMER SECURITY AGREEMENT

Borrower: VLADIMIR PANIOUCHKINE
TONTAYNA PANIOUCHKINE
404 MARTIN ST
TWIN FALLS, ID 83301

Lender: First Security Bank, N.A.
BUHL
200 BROADWAY AVE NORTH
BUHL, ID 83316

THIS CONSUMER SECURITY AGREEMENT is entered into between VLADIMIR PANIOUCHKINE and TONTAYNA PANIOUCHKINE (referred to below as "I"); and First Security Bank, N.A. (referred to below as "Lender").

GRANT OF SECURITY INTEREST. To secure the indebtedness described below (including all obligations under the Note and this Agreement), I grant to Lender a security interest in all of the Property described below. I understand that the following statements set forth my responsibilities, as well as Lender's rights, concerning the Property. I agree as follows:

DEFINITIONS. When the following words are used in this Agreement, I understand they will have the following meanings:

Agreement. The word "Agreement" means this Consumer Security Agreement, as this Consumer Security Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Consumer Security Agreement from time to time.

I. The word "I" means each person who signs this Agreement, including VLADIMIR PANIOUCHKINE and TONTAYNA PANIOUCHKINE.

Indebtedness. The word "indebtedness" means the indebtedness evidenced by the Note described below, including all principal and interest, together with all other amounts and costs and expenses for which I am responsible under this Agreement or under any other agreement with Lender pertaining to the loan.

Lender. The word "Lender" means First Security Bank, N.A., its successors and assigns. The words "successors or assigns" mean any person or company which acquires all or any part of Lender's interest in the Note.

Note. The word "Note" means the promissory note or credit agreement executed by me in the principal amount of \$15,920.00 dated September 30, 1997, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

Property. The word "Property" means the following described property in which I am giving Lender a security interest for the payment of the indebtedness and performance of all other obligations under the Note and this Agreement:

95 NISSAN PATHFINDER JN8HD17Y6SW061611

The word "Property" also includes all accessions, attachments, accessories, replacements and additions to the property described above (such as tires or batteries attached to a car, a motor attached to a boat, or appliances and fixtures attached to a mobile home), whether added now or later, together with all proceeds (including insurance proceeds and refunds of insurance premiums) if any, and sums due from a third party who has damaged or destroyed the Property or from their insurer, whether due to judgment, settlement or other process. Despite any other provision of this Agreement, Lender is not granted, and will not have, a nonpurchase money security interest in household goods, to the extent such a security interest would be prohibited by applicable law. In addition, if because of the type of any Property, Lender is required to give a notice of the right to cancel under Truth in Lending for the indebtedness, then Lender will not have a security interest in such Property unless and until such a notice is given.

RIGHT OF SETOFF. I grant to Lender a contractual possessory security interest in, and hereby assign, convey, deliver, pledge and transfer to Lender, all my right, title and interest in and to all my accounts with Lender (whether checking, savings, or some other account). This includes all accounts I hold jointly with someone else and all accounts I may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which the grant of a security interest would be prohibited by law. I authorize Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts.

REPRESENTATIONS AND PROMISES WITH RESPECT TO THE PROPERTY. I represent and promise to Lender that:

Ownership. I am the lawful owner of the Property. The Property is free and clear of all loans, liens, security interests, mortgages, claims, and encumbrances except for those I have disclosed to Lender in writing prior to my signing this Agreement. I agree to defend Lender's rights in the Property against the claims and demands of all persons. I will not allow any other liens on the Property, even if they are junior to Lender's lien. I have the full authority and right to enter into this Agreement and to grant a security interest in the Property to Lender.

No Sale. Without Lender's prior written consent, I will not sell, lease, transfer, borrow against, or otherwise dispose of any of my rights in the Property unless and until all the indebtedness is paid in full.

Location of Property. Except for vehicles, I agree to keep the Property at my address shown above, unless Lender tells me I can move it. If the Property is a vehicle, I will keep it at that address except for routine travel. I will not move the vehicle to any other residence, nor will I take the vehicle to another state, except for routine travel. I will not do anything that requires applying for a certificate of title for the vehicle in another state. If I move from my address shown above to another location within the same state, I may move the Property to my new address, but only if I give Lender the new address in writing prior to my moving. In any event, I agree to keep Lender informed at all times of my current address.

Maintenance and Insurance. I will keep the Property in good condition and repair. If the Property is damaged, lost or stolen, I immediately will inform Lender. I will keep the Property fully insured against all loss or damage by fire, theft, collision, and such other hazards as Lender may require from time to time. The insurance will be on terms, including deductible provisions and endorsements, that are satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days' prior written notice to Lender and not including any disclaimer of the insurer's liability for failure to give such notice. I understand I will obtain insurance from any insurance company I may choose that is reasonably acceptable to Lender. I will provide Lender with the original insurance policy, or other proof satisfactory to Lender of the insurance coverage, together with all endorsements required by Lender, including an endorsement naming Lender as the party to whom all losses will be paid. If Lender receives a refund of any insurance premiums, I agree that the refund is Property covered by this Agreement. Lender may apply the refund to payment of any of the indebtedness. Any insurance policy which I deliver to Lender will be held to secure payment of the indebtedness. Until all indebtedness is paid in full, Lender is authorized, but shall not be required, to file any proof of loss, adjust any loss, receive and receipt for any sum payable, surrender any policy, discharge and release any insurer, endorse any loss or refund check or draft, and in general do in my name, or otherwise, any and all things with respect to the insurance or any insurance proceeds.

Licensing and Governmental Regulations. I agree to keep the Property licensed at all times as required by all applicable state and federal laws. In addition, I agree to pay when due all license fees, taxes and assessments relating to the Property or the use of the Property. I further agree that the Property will not be used for any unlawful purpose or in violation of any statute, law, ordinance, or regulation relating to the use, operation, or control of the Property.

Right to Inspect the Property. I authorize Lender to inspect or examine the Property, wherever located, at any reasonable time, and I will aid Lender in making any such inspection.

LENDER'S EXPENDITURES. If I fail (a) to keep the Property free of all taxes, liens, security interests, encumbrances, and other claims; (b) to provide required insurance; or (c) to make repairs to the Property, Lender may do so. All expenses incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by me. All such expenses will become a part of the indebtedness and, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. The Property also will secure payment of these amounts.

DEFAULT. I will be in default if any of the following happens: (a) **Note Payment Default.** I fail to make any payment when due under the Note. (b) **Other Payment Defaults.** I fail to make any other payment when due under this Agreement. (c) **Collateral.** The prospect of payment, performance, or realization of the Collateral is significantly impaired.

LENDER'S RIGHTS. I may keep and use the Property so long as I am not in default under this Agreement. If I am in default, this is what Lender may do, in addition to any other rights Lender may have: (a) **Accelerate Indebtedness.** Lender may, subject to any cure and notice

provisions required by law, declare all indebtedness immediately due and payable, without notice. (b) Other Rights and Remedies. In addition, Lender will have all the rights of a secured party under the Uniform Commercial Code and other applicable law. This means, among other rights, that Lender may enter upon the premises at the address shown above and take the Property peaceably and sell it. Lender may also, to the extent permitted by law, enter peaceably upon other premises for the purpose of retaking the Property, and I consent to such entry. If the Property contains any goods not covered by this Agreement at the time of repossession, I agree that Lender may take such goods, provided that Lender makes reasonable efforts to return them to me after repossession. If Lender asks me to do so, I will gather the Property and make it available to Lender at a place reasonably convenient to both Lender and me. (c) Application of Proceeds. If Lender sells the Property, Lender will apply the "net proceeds" of the sale to reduce the amount owed Lender. "Net proceeds" means the sale price less the expenses of repossession, repair, sale, and as provided below, reasonable attorneys' fees and other collection expenses. I agree that, to the extent permitted by law, I will owe Lender any difference between the amount of the indebtedness and the net proceeds Lender receives from the sale of the Property. Lender may hold all Property consisting of accounts with Lender, and Lender may, without notice or demand of any kind, apply the funds in these accounts to pay all or part of the indebtedness. (d) Notice. Unless the Property threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender will give me reasonable notice of the time and place of any public sale or of the date after which any private sale or any other intended disposition of the Property is to be made. The requirements of reasonable notice shall be met if such notice is given at least ten (10) days before the time of the sale or disposition.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments and Interpretation. (a) What is written in this Agreement is my entire agreement with Lender concerning the Property. This Agreement may not be changed except by another written agreement between us. (b) If more than one person signs below, our obligations are joint and several. This means that the words "I," "me," and "my" mean each and every person or entity signing this Agreement, and that, if Lender brings a lawsuit, Lender may sue any one or more of us. (c) The names given to paragraphs or sections in this Agreement are for convenience purposes only. They are not to be used to interpret or define the provisions of this Agreement. (d) I agree that this Agreement is the best evidence of my agreements with Lender. If a court finds that any provision of this Agreement is not valid or should not be enforced, that fact by itself will not mean that the rest of this Agreement will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Agreement even if a provision of this Agreement may be found to be invalid or unenforceable.

Applicable Law. This Agreement has been delivered to Lender and accepted by Lender in the State of Idaho. If there is a lawsuit, I agree upon Lender's request to submit to the jurisdiction of the courts of Ada County, the State of Idaho. This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho.

Attorneys' Fees and Other Costs. If Lender hires or pays money to someone else, who is not a salaried employee of Lender, to help enforce this Agreement or to collect any indebtedness, I will pay that amount. This amount includes, subject to any limits under the Idaho Credit Code, Lender's reasonable attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and legal expenses for bankruptcy proceedings (and including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. If not prohibited by the Idaho Credit Code, I will also pay court costs, in addition to all other sums provided by law. This Agreement also secures all of these amounts.

Financing Statements. At Lender's request, I will promptly sign all other documents, such as financing statements and certificates of title, to perfect, protect, and continue Lender's security interest in the Property. This includes making sure Lender is shown as the first and only security interest holder on the title covering the Property. I will pay all filing fees, title transfer fees, and other fees and costs involved unless prohibited by law or unless Lender is required by law to pay such fees and costs. I irrevocably appoint Lender as my attorney-in-fact to execute financing statements and documents of title in my name and to execute all documents necessary to transfer title if there is a default. Lender may file a copy of this Agreement as a financing statement. If I change my name, or if the name of any person granting a security interest under this Agreement changes, I will promptly notify the Lender of such change.

Notices. I understand that all notices when required to be given under this Agreement, whether from Lender to me or from me to Lender, must be given in writing. Notices may be sent by telefacsimile (unless otherwise required by law), and will not be effective until actually delivered, or when deposited with a nationally recognized overnight courier or when deposited in the United States mail, first class, postage prepaid, addressed to the party to whom the notice is to be given at the address shown above. Any person may change his or her address for notices under this Agreement by giving formal written notice to the other person or persons, specifying that the purpose of the notice is to change the person's address. I agree that, to the extent permitted by law, if there is more than one person signing this Agreement, Lender may give notice to any one of us and that will be considered as giving notice to all of us unless the law requires notice to all signers. It will be our responsibility to tell the others of the notice from Lender. For this purpose, I agree to keep Lender informed at all times of my current address.

Waiver. I understand Lender will not give up any of its rights under this Agreement unless it does so in writing. The fact that Lender delays or omits to exercise any right will not mean that Lender has given up that right. If Lender does agree in writing to give up one of its rights, that does not mean I will not have to comply with the other provisions of this Agreement. I also understand that if Lender does consent to a request, that does not mean that I will not have to get Lender's consent again if the situation happens again. I further understand that just because Lender consents to one or more of my requests, that does not mean Lender will be required to consent to any of my future requests. I waive presentment, demand for payment, protest, and notice of dishonor. I waive all rights of exemption from execution or similar law in the Property (including without limitation, the homestead exemption), and I agree that the rights of Lender in the Property under this Agreement are prior to my rights while this Agreement remains in effect.

I, AND EACH OF US, HAVE READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS CONSUMER SECURITY AGREEMENT AND AGREE TO ITS TERMS. THIS AGREEMENT IS DATED SEPTEMBER 30, 1997.

GRANTOR:

Vladimir Paniouchkine *Tontayna Paniouchkine*
VLADIMIR PANIOUCHKINE TONTAYNA PANIOUCHKINE

CONSUMER SECURITY AGREEMENT168-120-795
561Borrower: VLADIMIR PANOUCHEKINE
TONTAYNA PANOUCHEKINE
404 MARTIN ST
TWIN FALLS, ID 83301Lender: First Security Bank, N.A.
BURL
200 BROADWAY AVE NORTH
BURL, ID 83318

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GRANT OF SECURITY INTEREST. To secure the indebtedness described below (including all obligations under the Note and this Agreement), I grant to Lender a security interest in all of the Property described below. I understand that the following statements set forth my responsibilities, as well as Lender's rights, concerning the Property. I agree as follows:

DEFINITIONS. When the following words are used in this Agreement, I understand they will have the following meanings:

Agreement. The word "Agreement" means this Consumer Security Agreement, as this Consumer Security Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Consumer Security Agreement from time to time.

I. The word "I" means each person who signs this Agreement, including VLADIMIR PANOUCHEKINE and TONTAYNA PANOUCHEKINE.

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Lender. The word "Lender" means First Security Bank, N.A., its successors and assigns. The words "successors or assigns" mean any person or company which acquires all or any part of Lender's interest in the Note.

Note. The word "Note" means the promissory note or credit agreement executed by me in the principal amount of \$15,820.00 dated September 30, 1987, together with all renewals of, amendments of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

Property. The word "Property" means the following described property in which I am giving Lender a security interest for the payment of the indebtedness and performance of all other obligations under the Note and this Agreement:

85 NISSAN PATHFINDER JN8HD17Y68W061611E

The word "Property" also includes all accessions, attachments, accessories, replacements and additions to the property described above (such as tires or batteries attached to a car, a motor attached to a boat, or appliances and fixtures attached to a mobile home), whether added now or later, together with all proceeds (including insurance proceeds and refunds of insurance premiums) if any, and sums due from a third party who has damaged or destroyed the Property or from their insurer, whether due to judgment, settlement or other process. Despite any other provision of this Agreement, Lender is not granted, and will not have, a nonpurchase money security interest in household goods, to the extent such a security interest would be prohibited by applicable law. In addition, if because of the type of any Property, Lender is required to give a notice of the right to cancel under Truth in Lending for the indebtedness, then Lender will not have a security interest in such Property unless and until such a notice is given.

RIGHT OF SETOFF. I grant to Lender a contractual possessory security interest in, and hereby assign, convey, deliver, pledge and transfer to Lender, all my right, title and interest in and to all my accounts with Lender (whether checking, savings, or some other account). This includes all accounts I hold jointly with someone else and all accounts I may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which the grant of a security interest would be prohibited by law. I authorize Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts.

REPRESENTATIONS AND PROMISES WITH RESPECT TO THE PROPERTY. I represent and promise to Lender that:

Ownership. I am the lawful owner of the Property. The Property is free and clear of all loans, liens, security interests, mortgages, claims, and encumbrances except for those I have disclosed to Lender in writing prior to my signing this Agreement. I agree to defend Lender's rights in the Property against the claims and demands of all persons. I will not allow any other liens on the Property, even if they are junior to Lender's lien. I have the full authority and right to enter into this Agreement and to grant a security interest in the Property to Lender.

No Sale. Without Lender's prior written consent, I will not sell, lease, transfer, borrow against, or otherwise dispose of any of my rights in the Property unless and until all the indebtedness is paid in full.

Location of Property. Except for vehicles, I agree to keep the Property at my address shown above, unless Lender tells me I can move it. If the Property is a vehicle, I will keep it at that address except for routine travel. I will not move the vehicle to any other residence, nor will I take the vehicle to another state, except for routine travel. I will not do anything that requires applying for a certificate of title for the vehicle in another state. If I move from my address shown above to another location within the same state, I may move the Property to my new address, but only if I give Lender the new address in writing prior to my moving. In any event, I agree to keep Lender informed at all times of my current address.

Maintenance and Insurance. I will keep the Property in good condition and repair. If the Property is damaged, lost or stolen, I immediately will inform Lender. I will keep the Property fully insured against all loss or damage by fire, theft, collision, and such other hazards as Lender may require from time to time. The insurance will be on terms, including deductible provisions and endorsements, that are satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days' prior written notice to Lender and not including any disclaimer of the insurer's liability for failure to give such notice. I understand I may obtain insurance from any insurance company I may choose that is reasonably acceptable to Lender. I will provide Lender with the original insurance policy, or other proof satisfactory to Lender of the insurance coverage, together with all endorsements required by Lender, including an endorsement naming Lender as the party to whom all losses will be paid. If Lender receives a refund of any insurance premiums, I agree that the refund is Property covered by this Agreement. Lender may apply the refund to payment of any of the indebtedness. Any insurance policy which I deliver to Lender will be held to secure payment of the indebtedness. Until all indebtedness is paid in full, Lender is authorized, but shall not be required, to file any proof of loss, adjust any loss, receive and receipt for any sum payable, surrender any policy, discharge and release any insured, endorse any loss or refund check or draft, and in general do in my name, or otherwise, any and all things with respect to the insurance or any insurance proceeds.

Licensing and Governmental Regulations. I agree to keep the Property licensed at all times as required by all applicable state and federal laws. In addition, I agree to pay when due all license fees, taxes and assessments relating to the Property or the use of the Property. I further agree that the Property will not be used for any unlawful purpose or in violation of any statute, law, ordinance, or regulation relating to the use, operation, or control of the Property.

Right to Inspect the Property. I authorize Lender to inspect or examine the Property, wherever located, at any reasonable time, and I will aid Lender in making any such inspection.

LENDER'S EXPENDITURES. If I fail (a) to keep the Property free of all taxes, liens, security interests, encumbrances, and other claims; (b) to provide required insurance; or (c) to make repairs to the Property, Lender may do so. All expenses incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by me. All such expense will become a part of the indebtedness and, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (b) the term of any applicable insurance policy or (b) the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. The Property also will secure payment of these amounts.

DEFAULT. I will be in default if any of the following happens: (a) Note Payment Default. I fail to make any payment when due under the Note. (b) Other Payment Default. I fail to make any other payment when due under this Agreement. (c) Collateral. The prospect of payment, performance, or realization of the Collateral is significantly impaired.

ID 2517 2-9774
0287552-B

IDAHO CERTIFICATE OF TITLE

VEHICLE IDENTIFICATION NUMBER 1B7MF36C6RS590550		YEAR 1994	MAKE DODG	BODY PK	MODEL TK	DESCRIPTION
2ND VEHICLE IDENTIFICATION NUMBER		ODOMETER READING 53619 ACTUAL		DATE 12/01/1997		
TITLE NUMBER 98603514	PRINT DATE 03/24/1998	WEIGHT	LENGTH	WIDTH	HULL HORSEPOWER	PROPULSION
OWNER'S NAME AND ADDRESS PANIOUCHKINE, VLADIMIR 404 MARTIN ST TWIN FALLS, ID 83301		OTHER PERTINENT DATA RECONSTRUCTED VEHICLE				

Assignment of Title

Federal and state law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

1 ODOMETER READING - Reading is actual unless indicated otherwise. (NO TENTHS) DATE: <input type="checkbox"/> In Excess of Mechanical Limits <input type="checkbox"/> Exempt <input type="checkbox"/> Not Actual - Warning: Odometer Discrepancy <input type="checkbox"/> No Device	5 PURCHASER'S PRINTED NAME(S) A. B.
2 DATE SOLD: _____ SELLING PRICE: _____	6 ADDRESS
3 SELLER'S/REPRESENTATIVE'S PRINTED NAME(S)	7 CITY STATE ZIP
4 I certify, to the best of my knowledge, that the odometer reading reflects the actual mileage, unless otherwise indicated. I also hereby release my interest and transfer ownership to the named purchaser. SELLER'S/REPRESENTATIVE'S SIGNATURE: A X B X	8 I am aware of the odometer certification made by the seller. PURCHASER'S/REPRESENTATIVE'S SIGNATURE: A X B X 2nd PURCHASER'S/REPRESENTATIVE'S SIGNATURE (or representative's printed name)

Lienholder Section

FIRST LIEN FIRST SECURITY BANK 200 BROADWAY N BUHL, ID 83316 RECORDED 03/24/1998 09:35	SECOND LIEN
9 SIGNATURE RELEASING LIEN DATE X	10 SIGNATURE RELEASING LIEN DATE X
	11 NEW LIENHOLDER'S NAME
	12 ADDRESS
	13 CITY STATE ZIP

Alterations May Void This Document
This title contains an eagle watermark that is visible when held to the light.

AUDIT NO. 03347244

\$2.00 Fee NOTICE OF RELEASE OF LIABILITY \$2.00 Fee

PLEASE PRINT CLEARLY — ALL INFORMATION MUST BE COMPLETE — NOTIFICATION BY SELLER IS MANDATORY

Vehicle Identification Number (VIN) 1B7MF36C6RS590550	Year 1994	Make DODG	Body Style PK	Title Number 98603514
Seller's Full Name: _____		Phone Number: _____		
Address: _____		City: _____	State: _____	Zip: _____
Odometer: _____	Selling Price: \$ _____	Date Vehicle Delivered to Purchaser: _____		
Purchaser's Full Name: _____				
Address: _____		City: _____	State: _____	Zip: _____

I/we hereby request that the Idaho Transportation Department mark its motor vehicle records to indicate that I/we have transferred the vehicle described above under the provisions of Section 49-526, Idaho Code, which addresses vehicle transfers. However, I/we understand that the motor vehicle record will remain in my name until a new Idaho Certificate of Title is applied for and issued recording the name of the new owner.

(Signature of Seller/s)

— SEE REVERSE SIDE FOR MAILING/PAYMENT INSTRUCTIONS —