

UNITED STATES BANKRUPTCY COURT		PROOF OF CLAIM	
Boise DISTRICT OF Idaho			
In re (Name of Debtor) Vladimer & Tatyana Paniouchkine		Case Number 99-41879 -13	
Note: This form should not be used to make a claim for an administrative expense arising after the commandment of the case. A "request" of payment of an administrative expense may be filed pursuant to 11 U.S.C. sec. 503.			
Name of Creditor (The person or entity whom the debtor owes money or property) Household/Beneficial		<input type="checkbox"/> Check if you are aware that anyone else has filed a proof of claim relating to your claim. Attach a copy of statement giving particulars.	
Name and Address Where Notices Should Be Sent 961 Weigel Dr. Elmhurst, IL 60126		<input checked="" type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case.	
* Send all payments to Household/Beneficial Finance at: Same as above Attn: RE Bankruptcy Telephone No. 1-800-333-5848		<input type="checkbox"/> Check box if address differs from the address on the envelope sent to you by the court.	

UNITED STATES COURTS
 DISTRICT OF IDAHO
 LODGED
 FILED

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIED DEBTOR 401706-00-509008	<input type="checkbox"/> REPLACES A PREVIOUSLY FILED CLAIM <input type="checkbox"/> AMENDS 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 (PLEASE DESCRIBE): _____ DATE _____ DATE _____	

2. DATE DEBT WAS INCURRED: 10/01/1999	3. IF COURT JUDGMENT, DATE OBTAINED:
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4. CLASSIFICATION OF CLAIM: Under Bankruptcy Code all claims are classified as or more of the following (1) Unsecured nonpriority, (2) Unsecured Priority, (3) Secured. It is possible for part of a claim to be in one category and part in another. CHECK THE APPROPRIATE BOX OR BOXES that best describe your claim and STATE THE AMOUNT OF THE CLAIM

<input checked="" type="checkbox"/> SECURED CLAIM \$ 11,756.58 **plus interest Attach evidence of perfection of security interest Brief Description of Collateral: <input checked="" type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other (Describe Briefly) Amount of Arrearages and other charges included in secured claim above if any \$ 259.20 <input type="checkbox"/> UNSECURED NON-PRIORITY CLAIM: \$ _____ A claim is unsecured if there is no collateral or lien on the property of the debtor securing the claim or to the extent that the value of such property is less than the amount of the claim.	<input type="checkbox"/> UNSECURED PRIORITY CLAIM Specify the priority of the claim. <input type="checkbox"/> Wages, salaries, or commissions (up to \$2000.00) earned not more than 90 days before filing of the bankruptcy petition or cessation of the debtors business, whichever is earliest <input type="checkbox"/> Contributions to an employee benefit plan-U.S.C. sec 507(a)(4) <input type="checkbox"/> Up to \$9000.00 of deposits toward purchase, lease or rental of property or services for personal, family, or household use-11 U.S.C. sec. 507(a)(4) <input type="checkbox"/> Taxes or penalties of Governmental Units-11 U.S.C. sec. 507(a)(4) <input type="checkbox"/> Other-11 U.S.C. secs. 507(a)(2),(a)(5)-(Describe Briefly)
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TOTAL AMOUNT OF CLAIM AT TIME	\$ _____	\$ 11,756.58	\$ _____	\$ 11,756.58
CASE FILED	(unsecured)	(secured)	(priority)	(Total)

6. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this Proof of Claim. In Filing this claim, claimant has deducted all amounts that claimant owes to debtor.

7. SUPPORTING DOCUMENTS: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. If the documents are not available, explain. If the documents are voluminous, attach summary.

8. TIME-STAMPED COPY: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and a copy of this proof of claim.

This Space is For Court Use Only

9

Date: 11/22/1999	sign and print name and title if any, of the creditor or person authorized to file this claim (attach power of attorney, if any) Janet Johnson
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LENDER (called "We", "Us", "Our")
 BENEFICIAL MORTGAGE CO. OF IDAHO
 222 MAIN AVE NORTH
 TWIN FALLS ID 83301

BORROWERS (called "You", "Your")
 PANIOUCHKINE, VLADIMIR
 SS# 518479401
 PANIOUCHKINE, TATYANA
 SS# 518479416
 255 BONNY DRIVE
 TWIN FALLS ID 83303

LOAN NO: 401706-~~500004~~
 509008

EFFECTIVE DATE	FIRST PAYMENT DUE DATE	OTHERS SAME DAY OF EACH MONTH	SCHEDULED MATURITY DATE	CONTRACT RATE (per year)
09/27/1999	10/27/1999		09/27/2009	23.998 %
AMOUNT FINANCED		PRINCIPAL		
\$ 10,933.62		\$ 11,756.58		
		POINTS		
		\$ 822.96		
LIFE INS PREMIUM	DISABILITY INS PREMIUM			
\$ 934.18	\$ NONE			
RELI INS PREMIUM				
\$ NONE				
FIRST INSTALLMENT	MONTHLY INSTALLMENT	TERM PERIOD		
\$ 259.20	\$ 259.20	120		

YOU ARE GIVING US A SECURITY INTEREST IN THE REAL ESTATE LOCATED AT THE ABOVE ADDRESS.

REQUIRED INSURANCE. You must obtain insurance for term of loan covering security for this loan as indicated by the word "YES" below, naming us as Loss Payee:

- Title insurance on real estate security.
- Fire and extended coverage insurance on real estate security.

You may obtain any required insurance from anyone you choose and may assign any other policy of insurance you own to cover the security for this loan.
 (See "Security" paragraph above for description of security to be insured.)

NOTICE: THE FOLLOWING PAGES CONTAIN ADDITIONAL CONTRACT TERMS.

08-30-99 EX E
 PHL W/O PPP

IDB75621

ORIGINAL



PAYMENT. In return for your loan, you agree to pay us the Principal (Amount Financed plus Points), plus Finance Charges computed by the simple interest method on unpaid balances of Principal at Contract Rate stated on page one, until fully paid. You will pay in monthly payments, as stated on page one. You may pay more at any time. Payments shall be made at our business address on page one or other address given you. If more than one Borrower is named on page one, we may enforce this Agreement against all or any Borrowers, but not in a combined amount greater than the amount owed. You may prepay all or part of your loan at any time. Each payment will be first applied to late charges, then to Finance Charges at the Contract Rate for the actual time outstanding and the remainder to your unpaid Principal.

DATE ON WHICH FINANCE CHARGE BEGINS. If this transaction is not rescinded in accordance with your "Notice of Right to Rescind", the date on which the Finance Charge begins, payment due dates, and effective date of any optional insurance purchased are postponed by the number of days from this Agreement's date to date of disbursement.

PAY-OUTS. You agree to pay-outs of Amount Financed as shown on Truth-In-Lending disclosure form. If pay-outs change because loan closing is delayed, (a) you shall pay additional amounts due at closing, or (b) your cash or check will be reduced to cover additional pay-outs.

PREPAYMENT. You may prepay all or part of your loan at any time. Prepayment will reduce the Interest, because it is computed by the simple interest method. The Principal is fully earned when this loan is made.

LATE CHARGE. If you do not pay a Monthly Installment within 15 days after its due date, we will charge you a Late Charge. The Late Charge is equal to 5% of the unpaid amount of the Monthly Installment or \$5.00, whichever is greater.

BAD CHECK CHARGE. If you give us a check that is returned unpaid, you will pay a \$20 fee.

SECURITY. You agree to give us a security interest in the real estate as described in the Mortgage/Deed of Trust.

PROPERTY INSURANCE:

A. YOUR OBLIGATION TO INSURE. You shall keep the structures located on the real property securing this loan insured against damage caused by fire and other physical hazards, name us as a loss payee and deliver to us a loss payable endorsement. If insurance covering the real property is cancelled or expires while the loan is outstanding and you do not reinstate the coverage, we may obtain, at our option, hazard insurance coverage protecting our interest in the real property as outlined below.

B. LENDER'S RIGHT TO PLACE HAZARD INSURANCE. You authorize us, at our option, to obtain coverage on the Property in an amount not greater than the outstanding balance of principal and interest on the loan or, if known to be less, the replacement value of the Property, in the event that you fail to maintain the required hazard insurance outlined above or fail to provide adequate proof of its existence. You authorize us to charge you for the costs of this insurance and add the insurance charges to your loan. The Insurance charges will be added to the unpaid balance of the loan which accrues interest at the Contract Rate. The addition of the insurance charges due might increase the amount of your final installment. The cost of Lender placed hazard insurance might be higher than the cost of standard insurance protecting the property. The Lender placed insurance will not insure the contents of the property or provide liability coverage. The insurance might not be the lowest cost coverage of its type available and you agree that we have no obligation to obtain the lowest cost coverage. We or an affiliated company might receive some benefit from the placement of this insurance and you will be charged for the full cost of the premium without reduction for any such benefit. If at any time after we have obtained this insurance, you provide adequate proof that you have subsequently purchased the required coverage, we will cancel the coverage we obtained and credit any unearned premiums to your loan.

DEFAULT. If you do not pay any payment in 30 days after it is due, fail to keep required insurance in force, are in default under the Deed of Trust, have filed a proceeding under any bankruptcy or similar law, or such a proceeding has been filed against you, or have changed your residence since the time this loan was made: (1) all your payments may become due at once, and (2) we may sue you for the entire unpaid balance of Principal and accrued interest, and (3) any judgment in our favor may include our reasonable attorney's fee if our attorney is not our salaried employee and if suit has been filed to collect the debt. You will also pay our other actual collection costs in any collection proceeding, if not prohibited by applicable law.

NOTICE: THE FOLLOWING PAGE CONTAINS ADDITIONAL CONTRACT TERMS.

08-30-99 EX E
PHL W/O PPP

IDB75622

ORIGINAL



LOAN REPAYMENT AND SECURITY AGREEMENT (Page 3 of 3)

EXCHANGE OF INFORMATION. You understand that from time to time we may receive credit information concerning you from others, such as stores, other lenders, and credit reporting agencies. You authorize us to share any information, on a regular basis, we obtain related to your Account, including but not limited to credit reports and insurance information, with any of our affiliated corporations, subsidiaries or other third parties. The uses of this information may include an inquiry to determine if you qualify for additional offers of credit. You also authorize us to share any information regarding your Account with any of our affiliated corporations, subsidiaries or other third parties. You may prohibit the sharing of such information (except for the sharing of information about transactions or experiences between us and you) by sending a written request which contains your full name, Social Security Number and Address to us at P.O. Box 1547, Chesapeake, VA 23320.

If you fail to fulfill the terms of your credit obligation, a negative report reflecting on your credit record may be submitted to a credit reporting agency. You agree that the Department of Motor Vehicles (or your state's equivalent of such department) may release your residence address to us, should it become necessary to locate you. You agree that our supervisory personnel may listen to telephone calls between you and our representatives in order to evaluate the quality of our service to you.

APPLICABLE LAW. This loan is a regulated consumer loan made under the Idaho Credit Code, Title 28, Chapters 41 through 49, Idaho Code. We are also licensed under the Idaho Residential Mortgage Practices Act. This loan may qualify as an "alternative mortgage transaction" under the Alternative Mortgage Transactions Parity Act section of the Garn-St. Germain Depository Institutions Act of 1982, Sections 3801 to 3806, Title 12, United States Code.

INSURANCE. Optional credit insurance and any required insurance disclosures are attached to this Agreement and are incorporated herein by reference.

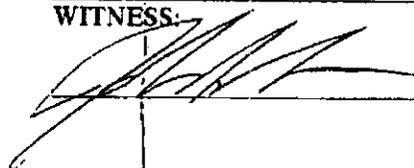
YOU HAVE RECEIVED A COMPLETE COPY OF THIS AGREEMENT AND THE TRUTH-IN-LENDING DISCLOSURES.

BORROWERS:

 (SEAL)

Tatyana Pavlouchikire (SEAL)

WITNESS: _____ (SEAL)





INTEREST RATE LOCK/FLOAT INFORMATION

DATE: 9-27-99

APPLICANT(S): VLADIMIR AND TATYANA PANIOUCHKINE

PROPERTY ADDRESS: 255 BONNY DRIVE TWIN FALLS, ID 83301

LOAN AMOUNT: \$11,756.58

TERM: 120 MONTHS

I DO NOT WANT AN INTEREST RATE LOCK IN AT THIS TIME.

I understand that the Lender cannot predict interest rate changes. If I want to obtain an interest rate commitment in the future, I may do so at any time up to _____ calendar days before my scheduled closing by signing an Interest Rate Lock In Agreement. That Agreement will be subject to the Lender rate commitment policy in effect on that date.

I understand that it is my responsibility to advise the Lender/Broker of my decision to lock-in, and that if I do not obtain an interest rate commitment, the interest rate and total fees on my loan (if approved) will be set by the Lender within _____ calendar days before my mortgage loan closes.

I/WE HEREBY ACKNOWLEDGE that a lock-in option is NOT available for the program I/We have selected. I/We further acknowledge that the interest rate contained in my/our application is the rate at which the Lender is currently accepting applications with similar terms as the application and is subject to change depending upon market interest rates available to the Lender.

I UNDERSTAND THAT THIS INTEREST RATE LOCK INFORMATION IS NOT AN APPROVAL OF MY LOAN APPLICATION OR A COMMITMENT BY THE LENDER TO MAKE ME A LOAN. I WILL RECEIVE A LETTER TELLING ME WHETHER MY LOAN APPLICATION HAS BEEN APPROVED OR DENIED.

I have carefully read and understand the above information.

[Signature] 9-27-99
 APPLICANT DATE

 APPLICANT DATE

Tatyana Panioouchkine 9.27.99
 APPLICANT DATE

 APPLICANT DATE

[Signature] 9-27-99
 LENDER/BROKER REPRESENTATIVE DATE



Return to: TF 556
Records Processing Services
577 Lamont Rd.
Elmhurst IL 60126

401706

DEED OF TRUST

Twin Falls County, Idaho

Recorded for:
FIRST AMERICAN TITLE CO.

02:06pm Oct. 01, 1999

1999 - 018031

No. of Pages: 5 Fee: \$15.00
ROBERT S. FORT
Ex-Officio Recorder
Deputy: CO

If box is checked, this mortgage secures future advances.

THIS DEED OF TRUST is made this 27TH day of SEPTEMBER, 19 99, among the Grantor, VLADIMIR PANIOUCHKINE AND TATYANA PANIOUCHKINE, HUSBAND AND WIFE

(herein "Borrower"), FIRST AMERICAN TITLE COMPANY
(herein "Trustee") and the Beneficiary, BENEFICIAL MORTGAGE CO. OF IDAHO
a corporation organized and existing under the laws of DELAWARE whose address is
222 MAIN AVE NORTH, TWIN FALLS, ID 83301

(herein "Lender").

The following paragraph preceded by a checked box is applicable.

WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 11,758.58 evidenced by Borrower's Loan Agreement dated SEPTEMBER 27, 1999 and any extensions or renewals thereof including those pursuant to any Renegotiable Rate Agreement (herein "Note"), providing for monthly installments of principal and interest, including any adjustments to the amount of payments or the contract rate if that rate is variable, with the balance of the indebtedness, if not sooner paid, due and payable on SEPTEMBER 27, 2008;

WHEREAS, Borrower is indebted to Lender in the principal sum of \$ _____, or so much thereof as may be advanced pursuant to Borrower's Revolving Loan Agreement dated _____ and extensions and renewals thereof (herein "Note"), providing for monthly installments, and interest at the rate and under the terms specified in the Note, including any adjustments in the interest rate if that rate is variable, and providing for a credit limit stated in the principal sum above and an initial advance of \$ _____;

TO SECURE to Lender the repayment of the indebtedness, including future advances, evidenced by the Note, with interest thereon at the applicable contract rate (including any adjustments to the amount of payment or the contract rate if that rate is variable) and other charges; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained, Borrower, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust with power of sale, the following described property located in the County of TWIN FALLS State of Idaho:

LOT 21 IN BLOCK 3 OF CLINTON EARL NO. 2 SUBDIVISION, TWIN FALLS COUNTY, IDAHO. RECORDED IN BOOK 8 OF PLATS, PAGE 29, AND 112.86 FEET OF VACATED BONNY DRIVE LYING ADJACENT THERETO.



TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), all of which shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully seised 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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

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

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note, including any variations resulting from changes in the Contract Rate, and late charges as provided in the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings 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 the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable at the applicable Contract Rate, and then to the principal of the Note.

4. **Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any.

5. **Hazard 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 such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by the Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

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.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

6. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.



7. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the applicable Contract Rate, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

10. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower and all other parties who are or hereafter become secondarily liable shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Deed of Trust, but does not execute the Note, (a) is co-signing this Deed of Trust only to grant and convey that Borrower's interest in the Property to Lender under the terms of this Deed of Trust, (b) is not personally liable on the Note or under this Deed of Trust, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Deed of Trust or the Note, without that Borrower's consent and without releasing that Borrower or modifying this Deed of Trust as to that Borrower's interest in the Property.

12. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. **Governing Law; Severability.** The state and local laws of the jurisdiction in which the Property is located shall apply except where such laws conflict with Federal law, in which case Federal law applies. The foregoing sentence shall not limit the applicability of Federal law to this Deed of Trust. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Deed of Trust and the Note are declared to be severable. As used herein, "costs," "expenses," and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. **Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Deed of Trust, if requested, at the time of execution or after recordation hereof.

15. **Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. **Transfer of the Property.** If Borrower sells or transfers all or any part of the Property or an interest therein, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, (c) the grant of any leasehold interest of three years or less not containing an option to purchase, (d) the creation of a purchase money security interest for household appliances, (e) a transfer to a relative resulting from the death of a Borrower, (f) a transfer where the spouse or children of the Borrower become an owner of the property, (g) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement, by which the spouse of the Borrower becomes an owner of the property, (h) a transfer into an inter vivos trust in which the Borrower is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the property, or (i) any other transfer or disposition described in regulations prescribed by the Federal Home Loan Bank Board, Borrower shall cause to be submitted information required by Lender to evaluate the transferee as if a new loan were being made to the transferee. Borrower will continue to be obligated under the Note and this Deed of Trust unless Lender releases Borrower in writing.

If Lender does not agree to such sale or transfer, Lender may declare all of the sums secured by this Deed of Trust to be immediately due and payable. If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed or delivered within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.



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

17. **Acceleration; Remedies.** Except as provided in paragraph 16 hereof, or as otherwise required by law, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 17 including, but not limited to, reasonable attorneys' fees.

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

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

18. **Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to the earlier to occur of (i) the fifth day before the sale of the Property pursuant to the power of sale contained in this Deed of Trust or (ii) entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust, and in enforcing Lender's and Trustee's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. **Assignment of Rents; Appointment of Receiver; Lender in Possession.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

20. **Reconveyance.** Upon payment of all sums secured by this Deed of Trust, if Lender is not committed to make any future refinancings or future advances, Lender shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any.

21. **Substitute Trustee.** Lender, at Lender's option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

22. **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.





First American Title Company

99 OCT -8 PM 2: 01

October 4, 1999

RECORDS PROCESSING SERVICES
577 LAMONT RD
ELMHURST, IL 60126

RE: PANIOUCHKINE, VLADIMER - TF25562

To expedite and facilitate your loan process, I am returning/forwarding to your office the following **original recorded documents**:

DEED OF TRUST NO. 1999018031

Thank you for using **FIRST AMERICAN TITLE COMPANY!!**

Sincerely,

Linda Adams
Title Resource Officer

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Deed of Trust to give Notice to Lender, at Lender's address set forth on page one of this Deed of Trust, of any default under the superior encumbrance of any sale or other foreclosure action.

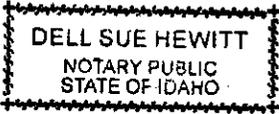
IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

VLADIMIR PANIOUCHKINE - Borrower
TATYANA Paniouchkine - Borrower
TATYANA PANIOUCHKINE - Borrower

STATE OF IDAHO Twin Falls County ss:

On this 27th day of September, 1999, before me, Dell Sue Hewitt, a Notary Public in and for said county and state, personally appeared Vladimir Tatyana Paniouchkine, known or proved to me to be the person(s) who executed the foregoing instrument, and acknowledged to me that he executed the same.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Dell Sue Hewitt
Notary Public residing at
Twin Falls Idaho
Expires 8/5/04

REQUEST FOR FULL RECONVEYANCE

TO TRUSTEE:

The undersigned is the legal owner and holder of the note and of all indebtedness secured by the foregoing Deed of Trust. Said note, together with all other indebtedness secured by said Deed of Trust, have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under the same.

Dated: _____

Please mail Deed of Trust,

Note and Reconveyance to _____

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.

(Space Below This Line Reserved For Lender and Recorder)

