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P. O. Box 50271
Idaho Falls, Idaho 83405
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Attorney for Fairbanks Capital Corp.

U.S. COURTS
02 OCT 17 PM 1:08
CLERK OF COURT
OF FAIRBANKS, ALASKA
N

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE STATE OF IDAHO

FILING FEE PAID
RECEIPT # 20976

Case No. 02-40892

IN RE:)
)
JACINTO KEITH DELGADO and)
ESTELLA DELGADO)
Debtor(s))
_____)

MOTION FOR RELIEF FROM
SECTION 362 STAY OR FOR
ADEQUATE PROTECTION
AND NOTICE OF HEARING

COMES NOW Fairbanks Capital Corp., servicer for The Chase Manhattan Bank, as Trustee of IMC Home Equity Loan Trust 1998-4 under the Pooling and Servicing Agreement dated as of June 1, 1998 Residential Money Centers, Inc., its successors and assigns, a secured creditor and claimant herein, and moves the Court for its Order granting relief from the automatic stay provided in 11 U.S.C., Section 362 on the following grounds:

1. That the debtor(s) filed a Petition herein under Chapter 13, Title 11, U.S. Code, on or about January 25, 2002, and by application of Section 362, Title 11, U.S.C., claimant is stayed from enforcing its rights under the hereinafter described security agreement relating to certain real property located at 346 S. University Ave., Blackfoot, ID 83221.
2. That debtor was on the date of filing the petition herein, indebted to claimant arising out of a Promissory Note and Deed of Trust dated March 13, 1998. The Deed of Trust was recorded in the Bingham County Recorder's office.
3. That true copies of the Note and Deed of Trust are annexed hereto as Exhibits.

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4. That monthly payments of \$653.19 each are due for the months of July 18, 2002 through September 18, 2002.

5. That the payoff under the note is approximately as follows:

a	The unpaid principal balance	\$62,592.38
b	Interest	8,835.34
c	Late charges	1,288.69
d	Non escrow balance	2,008.56
e	Attorney fees for 362 motion	650.00
f	Filing fee for 362 motion	75.00
g	Other fees	894.95
h	Recording fee	\$76,344.92

6. That the property value per the debtor's schedules is \$80,000.00. That debtor has claimed a \$50,000 homestead exemption in the property. That after all encumbrances, costs of sale and the homestead exemption the property has no value for the estate.

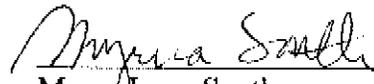
WHEREFORE, claimant prays that the Court grant relief from the Stay provided under Subsection (a) of Section 362, U.S.C. for cause, after hearing, including annulment and termination of the stay, to allow creditor to take the legal actions provided in its loan documents including foreclosure or recording a deed in lieu of foreclosure, or in the alternative that the court enter an order for adequate protection requiring the cure and continuation of all payments on such obligation and additional security or such relief as deemed adequate by the Court and all proper relief.

Petitioner further requests that the 10 day stay period provided by Federal Rules of Bankruptcy Procedure, Rule 4001(a)(3) be waived.

NOTICE OF HEARING

PLEASE TAKE NOTICE that Fairbanks Capital Corp. will call up its Motion for Relief from Stay for Preliminary Hearing in the courtroom of the above court at 801 E. Sherman, Pocatello, Idaho 83201, on the 23rd day of October, 2002 at the hour of 9:30 a.m.

Dated: October 4, 2002



Myrna Lynn South
Attorney for Fairbanks Capital Corp.

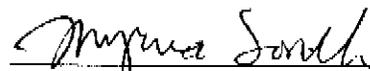
CERTIFICATE OF SERVICE

I HEREBY CERTIFY That I served a true and correct copy of the foregoing on the individuals listed below by hand delivering or by mailing, with the correct postage thereon, on October 4, 2002:

Attorney for Debtor:
P. Bruce Palmer
P. O. Box 306
Pocatello, ID 83204-0306

Debtor:
JACINTO KEITH DELGADO
ESTELLA DELGADO
346 S. University Ave.
Blackfoot, ID 83221

Trustee:
L. D. Fitzgerald, Trustee
P. O. Box 6199
Pocatello, ID 83205-6199



Myrna South

BINGHAM COUNTY RECORDER
BLACKFOOT, IDAHO

FEE 300 DEP DP

1999 OCT 22 PM 2:36

RECORDED AT THE REQUEST OF

Docx

Document Prepared by:
DOCK ASSIGNMENT SERVICES
When Recorded Mail to:
DOCK
20 S. LIMESTONE ST., STE 220
SPRINGFIELD, OHIO 45302
ATTN: POST PRODUCTION

EC:
EC2:
Film #
139
LEGAL:

Project No.: 1998-124C
Assignor No.: TC8052337
Assignee No.:
Pool No.:
PIN/Tax ID #
Investor No.: 0001971548
Property Address:
346 S UNIVERSITY AVE
BLACKFOOT ID 83221

484272

This space for Recorder's Use Only

ASSIGNMENT OF DEED OF TRUST

For good and valuable consideration, the sufficiency of which is hereby acknowledged
CONSOLIDATED MORTGAGE, INC.

whose address is: 6003 OVERLAND RD. SUITE 301, BOISE ID 83709
by these presents does convey, grant, bargain, sell, assign, transfer and set over to:
IMC MORTGAGE COMPANY, A FLORIDA CORPORATION

whose address is: 5901 EAST POWLER AVENUE, TAMPA, FLORIDA 33617
the described Deed of Trust, together with the certain note(s) described therein with all
interest, all liens, and any rights due or to become due thereon.

Said Deed of Trust is recorded in the State of **IDAHO** County of
BINGHAM Official records on **03/18/98** / / / as Document No.:

462911 / in Book: /
at Page: / on Certificate No.:

Original Loan Amount: \$ **63325.00** Loan Date: **03/13/98**
Original Trustor: **JACINTO KEITH DELGADO AND ESTELLA LOPEZ**
DELGADO, HUSBAND AND WIFE

Original Beneficiary: **CONSOLIDATED MORTGAGE, INC., A IDAHO**
CORPORATION
Original Trustee: **FIRST AMERICAN TITLE COMPANY**

IN WITNESS WHEREOF, the undersigned corporation by its Board of Directors has caused this instrument to be executed by its duly authorized officers.

CONSOLIDATED MORTGAGE, INC.

Attest
CANDY SMITH
Assistant Secretary



Officer:
BEVERLY BIGELOW
Vice President

State of **Ohio**
County of **Clark**

On **09/20/99** before me, **JANICE VOTAW**, the undersigned, personally appeared
BEVERLY BIGELOW, Vice President of **CONSOLIDATED MORTGAGE, INC.**

Vice President address being **6003 OVERLAND RD. SUITE 301, BOISE ID 83709**
proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the
within instrument and acknowledged to me that (s)he executed the same in his/her authorized
capacity and that by his/her signature on the instrument, the entity upon behalf of which the person
acted, executed the instrument.

WITNESS my hand and seal.

Notary Public, State of **Ohio**
JANICE VOTAW
My commission expires: **01/23/01**



484272



TC8052337

506088

ASSIGNMENT OF DEED OF TRUST AND DEED OF TRUST NOTE

KNOW ALL MEN BY THESE PRESENTS THAT FOR VALUE RECEIVED,

IMC Mortgage Co., a Florida Corp., AS BENEFICIARY, hereinafter referred to as "Assignor", does hereby, without recourse, sell, assign, endorse and transfer unto The Chase Manhattan Bank, as Trustee of IMC Home Equity Loan Trust 1998-4 under the Pooling and Servicing Agreement dated as of June 1, 1998, of its right, title and interest in and to the following:

1. That certain Deed of Trust Note dated March 13, 1998, in the original amount of \$63,325.00 and all monies and interest due or to become due thereon, which was executed by Jacinto Keith Delgado and Estella Lopez Delgado, husband and wife, and made payable to Consolidated Mortgage Inc., a Idaho Corporation; and

2. That certain Deed of Trust dated March 13, 1998, which was executed by Jacinto Keith Delgado and Estella Lopez Delgado, husband and wife, as Grantor, naming First American Title Company, as original Trustee, and subsequently to Charles C. Just, Esq., a Member of the Idaho State Bar Association, as Successor Trustee, and Consolidated Mortgage Inc., a Idaho Corporation, as original Beneficiary, and which was recorded March 18, 1998, as Instrument No. 462911, records of Bingham County, Idaho. The Beneficial interest of said Deed of Trust was subsequently assigned to IMC Mortgage Company, a Florida Corporation, recorded October 22, 1999, Instrument No. 484272, records of said County; and

3. All of that certain real property described in the Deed of Trust mentioned above and which is described as follows:

The S 1/2 of Lot 3, all of Lot 4, and the N 1/2 of Lot 5 in Block 51 of Danielson Addition to the City of Blackfoot, Bingham County, Idaho, according to the recorded plat thereof, recorded in Book 2 of Plats, Page 52.

FIRST AMERICAN TITLE COMPANY

ORIGINAL INSTRUMENT RECORDER
BLACKFOOT, IDAHO
RECORDED AT THE REQUEST OF
2001 NOV 15 PM 4:43
FEE *Janice*

This Assignment shall be binding upon the successors and assigns of the Assignor.

Dated this 22 day of Oct, 2001.

Fairbanks Capital Corp.
Attorney In Fact For

IMC Mortgage Company, a Florida Corporation

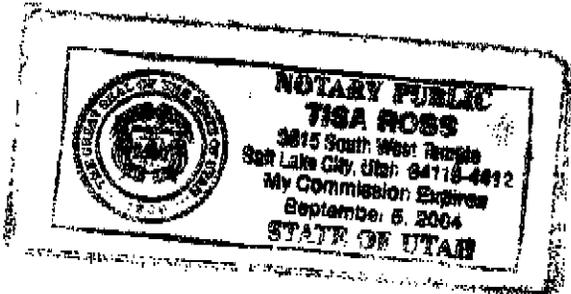
[Handwritten Signature]

By: **John Sholley**
Assistant Secretary
Document Control

STATE OF UT)
County of Salt Lake) ss.

On this 22 day of Oct 2001, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared *John Sholley*, known to me to be the *Assistant Secy* of the corporation that executed this instrument or the person who executed the instrument on behalf of said corporation and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand the day and year first above written.



[Handwritten Signature]
NOTARY PUBLIC FOR
Residing at:
Commission expires:

506088

THIS SECURITY INSTRUMENT combines uniform covenants for national and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts

J.A.D.
C.A.D.

23. **Substitute Trustee.** Lender may, for any reason or cause, from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

24. **Area and Location of Property.** Either the Property is not more than twenty acres in area or the Property is located within an incorporated city or village.

of paid premiums and renewal fees. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. **Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. **Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

J.H.G.
L.P.D.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 3 of this Adjustable Rate Rider.

Jacinto Keith Delgado (Seal)
JACINTO KEITH DELGADO -Borrower

Estella Lopez Delgado (Seal)
ESTELLA LOPEZ DELGADO -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

PREPAYMENT RIDER

Loan Number 1399

THIS PREPAYMENT RIDER is made this 13th day of MARCH, 1998, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to CONSOLIDATED MORTGAGE, INC., A IDAHO CORPORATION

of the same date and covering the Property described in the Security Instrument and located at:

346 SOUTH UNIVERSITY AVENUE, BLACKFOOT, IDAHO 83221
(Property Address)

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

I have the right to make payments of principal at any time before they are due. A prepayment of all of the unpaid principal is known as a "full prepayment." A prepayment of only part of the unpaid principal is known as a "partial prepayment."

Except as provided below, I may make a full prepayment or a partial prepayment at any time without paying any penalty. However, if within the first 1 years after the execution of the Security Instrument I make full prepayment, I will pay a prepayment charge in an amount equal to FIVE percent (5.000%) of the unpaid principal balance.

If I make a partial prepayment equal to one or more of my monthly payments, the due date of my next scheduled monthly payment may be advanced no more than one month. If I make a partial prepayment in any other amount, I must still make all subsequent monthly payments as scheduled.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Prepayment Rider.

3-13-98
Date

Jacinto Keith Delgado (Seal)
JACINTO KEITH DELGADO Borrower

Estrella Lopez Delgado (Seal)
ESTELLA LOPEZ DELGADO Borrower

(Seal)
Borrower

(Seal)
Borrower

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(Seal)
Borrower