Dan Ralph Judkins & Tamara Christine Judkins Case No. 14-40321

SUMMARY OF NOTE TO BE SOLD:

- The Note has a remaining value, as of 9/6/14, of approximately \$10,557 owed by Raymond Cox.
- Monthly payments are \$250 and will continue until 12/6/17 when the balance will be paid off. There is no interest charged.
- The Note is secured by a Deed of Trust against real property located at 304 4th Ave W.,
 Jerome, ID 83338. 304 4th Ave W., Jerome has an assessed value of \$39,232 and valued
 by Zillow.com at \$67,094. The Trustee understands there are no other secured debts
 against the premise, but no warranty is expressed or implied, it is up to the purchaser to
 obtain a complete title history if interested.
- The note is being administered through a long term escrow account by Alliance Title & Escrow. Alliance Title & Escrow charges a pay or service fee of \$72 a year, which was withheld from the July 2014 payment.

Long Term Escrow Se	ervices	2000 10	44021		
Account No.					
Payor Name:	RAYMOND-G	ex A	1 1	Date Received	9/5/2014
Recipient Name:	DAN JUDKINS	1) 12 1-2	155d	Payment Amount	\$250.00
Current Payment Deta	ails			Current Account Status	
Principal	\$250.00	Previous Balance	\$10,557.00	Account Paid To	8/6/2014
Interest	\$0.00	Current Balance	\$10,307.00	Interest Paid To	1/1/1900
Payor's Fees	\$0.00	Reserve Balance	\$0.00	Next Due Date	9/6/2014
Reserves	\$0.00			Disbursements	
Late Paid	\$0.00			Check - R Sam Hopkins Chapter7	\$250.00
Late Owed	\$0.00	Principal (YTD)	\$1,858.00	Bankruptcy Trustee	
Lates Added to Balance	\$0.00	Interest (YTD)	\$0.00		

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Accrued Interest

Property Address

Others

\$0.00

\$0.00

Interest Rate

Asset Receipt History

Page: 1

11,487.00

Case Number: 14-40321 JDP

Date: 09/04/14

Debtor: JUDKINS, DAN RALPH Asset # 16: ESCROW RAYMOND COX Petition Value:

Trustee Value:

Sales:

11,487.00 930.00

Deposit Date	Payee		Asset Sales	Rents	Total Deposit	Description	Category	UTC
05/06/14	ALLIANCE TITLE & ESCROW A/R		250.00		250.00	MAY PAYMENT ON ESCROW		121-000
05/06/14	FROM, MONEY ORDER		250.00			APRIL PAYMENT ON ESCROW RCVD BY D'S		1121-000
07/11/14	ALLIANCE TITLE & ESCROW		250.00		250.00	JUNE PAYMENT ON ESCROW		1121-000
07/30/14	ALLIANCE TITLE & ESCROW		180.00		180.00	JULY ESCROW PMT LESS SRVC FEE		1121-000
		Totals ==>	930.00	0.00	930.00			İ

PROMISSORY NOTE

\$29,377.00

Twin Falls, Idaho

February 7, 2008

For Value received, the undersigned promise to pay to the order of **Dan Judkins and** Tamara Judkins

At such place as the holder may designate in writing, THE PRINCIPAL SUM OF Twenty Nine Thousand Three Hundred Seventy Seven dollars and No/100 \$29,377.00 due and payable in lawful money of the United States of America in installments as follows:

Principal in monthly installments of \$250.00 or more, commencing on 3/06/2008 and continuing on the same day of each consecutive month until the maturity date stated below at which time the entire remaining balance of principal and interest is due and payable. No Interest to be charged.

In the event this note is paid in full prior to the undersigned agree to pay a Prepayment Penalty in the amount of \$25.00.

If default be made in the payment of any installment under this note, the entire principal sum and accrued interest shall at once become due and payable without notice at the option of the holder of this note. The failure of the holder of this note to enforce its rights upon default in any of the terms of this note shall not constitute a waiver of any such right in the event of a subsequent default. If suit is instituted to collect this note or any portion thereof, I agree to pay, in addition to the costs and disbursements as are allowed by law, such additional sums as the court may adjudge reasonable on attorney's fees in such suit. The makers, sureties, guarantors and endorsers hereof severally waive presentment for payment, protest, notice of protest and of non-payment of this notice.

The indebtedness evidenced by this Note is secured by a Deed of Trust of even date, and reference is made to the Deed of Trust for rights as to acceleration of the indebtedness evidenced by this note.

Due: 12/06/2017

Raymond Vec Cox

Instrument # 2080770 JEROME COUNTY, JEROME, (DAHO 03:08:38 No. of Pages: 2 Recorded for : ALLIANCE TITLE & ESCROW & ESCROW Fee: 6.00 Bines MICHELLE EMERSON **Ex-Officio Recorder Deputy**

Order No.: AT-4070810117JT

DEED OF TRUST

THIS DEED OF TRUST, Made this February 7, 2008 BETWEEN Raymond Lee Cox, an unmarried person herein called GRANTOR, whose address is: 304 447 Ave W. Terrone Tol 8338 , A Alliance Title & Escrow Corp., herein called TRUSTEE, AND Dan Judkins and Tamara Judkins, Husband and Wife, herein called BENEFICIARY, whose address is 212 E Ave C Jerome, ID 83338. WITNESSETH: That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST WITH POWER OF SALE, that property in the county of Jerome, State of Idaho, described as follows and containing not more than forty acres:

Lot 15 in Block 34 of Jerome Townsite, according to the official plat thereof, Official Records of Jerome County, Idaho.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given

to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the purpose of securing payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by Grantor in the sum of Twenty Nine Thousand Three hundred Seventy Seven Dollars and no/100 \$29,377.00, with final payment due: December 6, 2017 and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either of them, while record owner of present interest, for any purpose, and of any notes, drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances or expenditures shall be optional with the Beneficiary, and provided further, that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such advances together with interest thereon.

To protect the security of this Deed of Trust, Grantor agrees:

 To keep said property in good condition and repair, not to remove or demolish any building thereon, to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor, to comply with all laws affecting said property or any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, furnigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary.

The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice

To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reaso any such action or proceeding in which Beneficiary or Trustee may appear.

To pay, at least ten days before delinquency all taxes and assessments affecting said property, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. In Addition to the payments due in accordance with the terms of the note hereby secured the Grantor shall at the option, and on demand of the Beneficiary, pay each month 1/12 of the estimated annual taxes assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust for Grantor's use and benefit and for the payment by Beneficiary of any such items when due. Grantor's failure so to pay shall constitute a default under this trust.

To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions

hereof, with interest from date of expenditure at the rate of interest specified in the above described promissory note. 6. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligations hereof, may; make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgement of either appears to be prior or superior hereto; and, in exercising any such powers, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay his reasonable fees.

It is mutually agreed that:

- Any award of damages in connection with any condemnation for public use of or injury to said property or any part
 thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same
 manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
- By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.
- At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for paymen the indebtedness secured hereby, Trustee may: Reconvey all or any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge
- 4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention upon payment of its fees, Trustee shall reconvey without warranty, the property then held hereunder. The Grantee in such reconveyance may be described as 'the person or persons legally entitled thereto'
- 5. As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect rents, issues and profits of said property, reserving unto Grantor the right, prior to any default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, such reads, issues and profits as any occome one and payane. Upon any such details, Beneticiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property of any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon and indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
- 6. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the recorder of each county wherein said real property or some part thereof is situated.

Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee without demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser its Deed conveying the property so sold, but without any covenant or warranty express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness

coverant or warranty express or impired. The recitats in such occur in any matters or facts shall be considered proof of the traditional theorem. Any person, including Grantor, Trustee, or Beneficiary, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the rate specified in the above described promissory note; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

7. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees,

administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

8. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee.

9. In the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a trustee or trustees to

execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the county in which the property herein described is situated, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the trustee or trustees named herein,

Request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to the Grantor at his address hereinbefore set forth.

Raymond/Lee Cox

State of Idaho	}
	}s:
County of Twin Falls	}

day of February, 2008, before me, a Notary Public in and for said state, personally appeared Kay mond Lee identified to me to be the person(s) whose name(s) is/are subscribed to the within Instrument and acknowledged to me that he/she/they executed same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official scal the day and year in

> OF IDAHO WALLE IDAM

WEN A SILL

Notary Public for the State of Idaho Residing at: Du Residing at:

Commission Expires: 3.2712