

Asset Sales

Trustee: R. SAM HOPKINS (320130)

Case: GARZA, NOELIA NICOLE (16-41080)

For Asset: 8 - PAYMENTS ON 1600 MAIN ST., BUHL, ID

Transaction Date	Account No.	Transaction Type	Transaction #	Amount	Cleared Date	T-Code	Entered By
12/13/16	██████████	Deposit	100001-1	\$500.00	12/14/16	1241-00	AMBER
01/24/17	██████████	Deposit	100002-1	\$462.78	01/25/17	1241-00	AMBER
01/24/17	██████████	Deposit	100002-2	\$948.17	01/25/17	1241-00	AMBER
01/24/17	██████████	Deposit	100002-3	\$500.00	01/25/17	1241-00	AMBER
02/14/17	██████████	Deposit	100003-1	\$500.00	02/15/17	1241-00	AMBER
03/14/17	██████████	Deposit	100004-1	\$500.00	03/15/17	1241-00	AMBER
04/11/17	██████████	Deposit	100005-1	\$500.00	04/12/17	1241-00	AMBER
05/16/17	██████████	Deposit	100007-1	\$500.00	05/17/17	1241-00	AMBER
06/13/17	██████████	Deposit	100008-1	\$500.00	06/14/17	1241-00	AMBER
07/11/17	██████████	Deposit	100010-1	\$500.00	07/12/17	1241-00	AMBER
Total:				<u>\$5,410.95</u>			

Buhl RP	pmts	bal due	
initial loan		79500	
3/8/2013	1000	78500	
4/6/2013	500	78000	
5/6/2013	500	77500	
6/6/2013	500	77000	
7/6/2013	500	76500	
8/6/2013	500	76000	
9/6/2013	500	75500	
10/6/2013	500	75000	
11/6/2013	500	74500	
12/6/2013	500	74000	
1/6/2014	500	73500	
2/6/2014	500	73000	
3/6/2014	500	72500	
4/6/2014	2000	70500	
5/6/2014	500	70000	
6/6/2014	500	69500	
7/6/2014	500	69000	
8/6/2014	500	68500	
9/6/2014	500	68000	
10/6/2014	500	67500	
11/6/2014	500	67000	
12/6/2014	500	66500	
1/6/2015	500	66000	
2/6/2015	500	65500	
3/6/2015	500	65000	
4/6/2015	500	64500	
5/6/2015	500	64000	
6/6/2015	1000	63000	
7/6/2015	500	62500	
8/6/2015	500	62000	
9/6/2015	500	61500	
10/6/2015	500	61000	
11/6/2015	500	60500	
12/6/2015	500	60000	
1/6/2016	500	59500	
2/6/2016	500	59000	
3/6/2016	500	58500	
4/6/2016	2000	56500	
5/6/2016	515	55985	
6/6/2016	500	55485	
7/6/2016	500	54985	
8/6/2016	500	54485	
9/6/2016	0	54485	
10/6/2016	500	53985	rainsdon
11/6/2016	462.78	53522.22	rainsdon

12/6/2016	948.17	52574.05	rainsdon
1/6/2017	500	52074.05	
2/6/2017	500	51574.05	
3/6/2017	500	51074.05	
4/6/2017	500	50574.05	
5/6/2017	500	50074.05	
6/6/2017	500	49574.05	
7/6/2017	500	49074.05	
8/6/2017		49074.05	
9/6/2017		49074.05	
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11/6/2025	49074.05
12/6/2025	49074.05
1/6/2026	49074.05
2/6/2026	49074.05
3/6/2026	49074.05
4/6/2026	49074.05
5/6/2026	49074.05
6/6/2026	49074.05

sm

TITLEFACT, INC.
163 FOURTH AVENUE NORTH
P. O. BOX 486
TWIN FALLS, IDAHO 83303

TWIN FALLS COUNTY

Recorded for:

TITLEFACT

3:57:52 PM 03-08-2013

2013-005385

No. Pages: 3 Fee: \$ 16.00

KRISTINA GLASCOCK

County Clerk

Deputy: JDEDMAN

THIS INSTRUMENT FILED FOR
RECORD BY TITLEFACT, INC. AS
AN ACCOMMODATION ONLY. IT
HAS NOT BEEN EXAMINED AS TO
ITS EXECUTION OR AS TO ITS
EFFECT UPON THE TITLE.

DEED OF TRUST

THIS DEED OF TRUST, made this 6th day of March, 2013, between **RODRIGO CORTES-BARAJAS**, a single man and **MARIO CORTES BARAJAS**, a single man herein called GRANTOR, whose address is 1600 Main Street, Buhl, Idaho 83316, **TitleFact, Inc.**, an Idaho corporation, herein called Trustee, and **NOELIA N. GARZA** a single woman, herein called BENEFICIARY, whose address is 12031 Lewisdale Dr. Twin Falls 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 Twin Falls, State of Idaho, described as follows and containing not more than forty acres:

A certain tract of land on West Main Street in Buhl, Idaho, being more particularly described by metes and bounds as follows:

Township 9 South, Range 14 East, Boise Meridian, Twin Falls County, Idaho.

Section 36: That part of the W1/2 being more particularly described as:

BEGINNING at a point 700 feet South 44°29' West from the East corner of Block 9 of Investor's First Addition to Buhl, Idaho;

THENCE 60 feet South 44°29' West;

THENCE North 45°31' West 125 feet;

THENCE North 44°29' East 60 feet;

THENCE South 45°31' East 125 feet to the POINT OF BEGINNING.

In the event the property secured by this Deed of Trust is sold or conveyed in any manner without written consent of the beneficiary hereunder, said beneficiary may, at his option, declare the entire remaining balance, plus accrued interest, due and payable.

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 Seventy Nine Thousand Five Hundred Dollars, (\$79,500.00), final payment due June 6, 2026, and to ensure payment of all such further sums as may be hereafter 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.

A. To protect the security of this Deed of Trust, grantor agrees:

1. 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 workman like manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished there for; to comply with all laws affecting said property or requiring 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, fumigate, 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.
3. 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 costs of evidence of title and attorney's fees in a reasonable sum; in any such action or proceeding in which Beneficiary or Trustee may appear.
4. 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 payment by Beneficiary of any such items when due. Grantor's failure so to pay shall constitute a default under this trust.
5. 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 eighteen per cent per annum.

6. Should Grantor fail to make any payment or to do any act as herein provided, the Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation 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 the 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.

B. It is mutually agreed that:

1. 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.

2. 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.

3. At any time 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 payment of the indebtedness secured hereby, Trustee may: reconvey all or any part of said property; consent to 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 hereof.

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 and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in any reconveyance executed under this Deed of Trust of any matters or facts shall be conclusive proof of the truthfulness thereof. 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 the rents, issues and profits of said property, reserving unto the Grantor the right, prior to any defaults 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, 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 or 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 any 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 may postpone sale of all or any parcel of the property by public announcement at the time and place of any previously scheduled sale. Trustee shall deliver to the purchaser its deed conveying the property sold, 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 thereof. 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 fee 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 eighteen per cent per annum; 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.

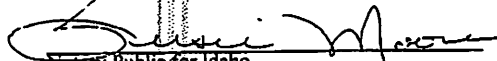
Rodrigo Cortes Barajas
RODRIGO CORTES BARAJAS

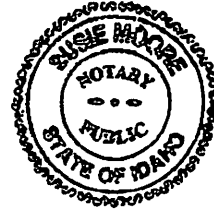
Mario Cortes Barajas
MARIO CORTES BARAJAS

STATE OF IDAHO
County of Twin Falls

On this 20th day of March, 2013, before me, a Notary Public in and for said State, personally appeared Rodrigo Cortes Barajas and Mario Cortes Barajas, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

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


Notary Public for Idaho
Residing in: Twin Falls
Commission Expires: 11-28-2014



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TitleFact, Inc.

163 Fourth Avenue North

P.O. Box 486

Twin Falls, Idaho 83303

**** SPACE ABOVE FOR RECORDER ****

THIS INSTRUMENT FILED FOR
RECORD BY TITLEFACT, INC. AS
AN ACCOMMODATION ONLY. IT
HAS NOT BEEN EXAMINED AS TO
ITS EXECUTION OR AS TO ITS
EFFECT UPON THE TITLE

WARRANTY DEED

FOR VALUE RECEIVED NOELIA N. GARZA, a single woman, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto RODRIGO CORTES BARAJAS a single man AND MARIO CORTES BARAJAS, a single man, hereinafter called Grantee, whose address is: 1600 Main Street, Buhl, Idaho 83316, the following described premises in Twin Falls County, Idaho; to-wit:

A certain tract of land on West Main Street in Buhl, Idaho, being more particularly described by metes and bounds as follows:

Township 9 South, Range 14 East, Boise Meridian, Twin Falls County, Idaho.

Section 36: That part of the W1/2 being more particularly described as:

BEGINNING at a point 700 feet South 44°29' West from the East corner of Block 9 of Investor's First Addition to Buhl, Idaho;

THENCE 60 feet South 44°29' West;

THENCE North 45°31' West 125 feet;

THENCE North 44°29' East 60 feet;

THENCE South 45°31' East 125 feet to the POINT OF BEGINNING.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except as described above; and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: March 7, 2013

Noelia N. Garza

NOELIA N. GARZA

* * * * *

STATE OF IDAHO

County of Twin Falls

On this 7th day of March, 2013, before me, a Notary Public in and for said State, personally appeared Noelia N. Garza, known or identified to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same.

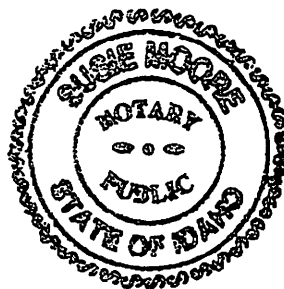
IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

Susie Moore

Notary Public for Idaho

Residing at Twin Falls

Commission expires 11-28-2014



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NOTE

\$79,500.00

Twin Falls, Idaho
March 7, 2013

FOR VALUE received, I, we, or either of us promise to pay to the order of NOELIA N. GAZA, a single woman, the principal sum of Seventy Nine Thousand five hundred dollars and No/100 Dollars in lawful money of the United States of America, with interest thereon at the rate of 0 per cent per, in monthly installments of \$500.00 each on the 6th day of each and every consecutive month commencing on April 6, 2013. Said installments shall continue until the entire indebtedness evidenced by this note is fully paid, except that remaining indebtedness, if not sooner paid, shall be due and payable on June 6, 2025, which is the final due date.

The maker hereof may repay any or all sums due hereunder at any time without prior notice to the holder and without penalty or premium of any kind.

In case of failure to pay any installment when same shall become due, the holder, at his option, may declare the whole principal hereof as immediately due and payable. In case this note is collected by an attorney either with or without suit the undersigned hereby agree to pay a reasonable attorney fee.

This Note is secured by a DEED OF TRUST of even date executed by the undersigned on certain property described therein.

The undersigned hereby waive presentment, protest and notice.

Rodrigo Cortes Barajas
RODRIGO CORTES BARAJAS

Mario Cortes Barajas
MARIO CORTES BARAJAS

8/08/17

TAX MASTER INQUIRY - TWIN FALLS COUNTY

PMPKEY: RP B72460366710 A YEAR 2016

TXPKEY: RPB72460366710A

NAME BARAJAS, RODRIGO CORTES
& BARAJAS, MARIO CORTES

BILLED TO: BARAJAS, RODRIGO CORTES
CODE AREA 2-0000 ACCT TYP
BANK FLB OWNER PUP

BILL# 648

ADDRESS 1600 MAIN ST

BUHL

ID 83316

LEGAL

BUHL TAX NUMBERS
TAX #'S 407 & 554
(36-9-14)

MARKET VALUE 45,739
HARDSHIP
HOMEOWNER 11,435
NET MARKET 34,304
TAX AMOUNT 729.78
LESS: CIRCUIT
PLUS: SPECIALS
NET TAX BILLED 729.78
TAX PAYMENTS
TAX CANCELLED
SPEC CANCELLED
REMAINING TAX DUE 729.78

1600

MAIN ST

83316

NEXT PARCEL# RP

F3=EXIT F14=OTHER TAXES

A
F2=PRT

OR
SCREEN

NEXT BILL# RP

2016

F5=PAYMNTS

F6=TRANSACTIONS

F24=MORE

F4=TAX COMMENTS