

WARRANTY DEED

For Value Received LELAND AVERY & MAXINE AVERY, HUSBAND & WIFE

751576

the grantors , do hereby grant, bargain, sell and convey unto

GORDON LYNN GILLMAN & SHARON ANN GILLMAN, HUSBAND & WIFE

whose current address is P.O. Box 59 LAVA HOT SPRINGS, IDAHO 83246

the grantees , the following described premises, in...BANNOCK.....County Idaho, to wit:

LOT 3R, BLOCK 1, WILLOW BROOK ESTATES, BANNOCK COUNTY, IDAHO

*Sub Attached "Sales Agreement"
for Water Right Reference.*

[Signature]
7/18/01
IDWR

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees ,
THEIR heirs and assigns forever. And the said Grantors do hereby covenant to and
with the said Grantee S, that They ARE the owners in fee simple of said premises ; that they are free
from all incumbrances

and that They will warrant and defend the same from all lawful claims whatsoever.

Dated: JUNE 17, 1985

[Signature]
LELAND AVERY

[Signature]
MAXINE AVERY

STATE OF IDAHO, COUNTY OF

On this 17TH day of JUNE , 1985 ,
before me, a notary public in and for said State, personally
appeared

LELAND AVERY AND MAXINE AVERY

known to me to be the persons whose names ARE
subscribed to the within instrument, and acknowledged to
me that THEY executed the same.

[Signature]
Notary Public

Residing at LAVA HOT SPRINGS , Idaho
Comm. Expires LIFETIME COMMISSION

NO 751576
RECORDED AT REQUEST OF
Sharon Gillman
'85 JUN 18 P12:14
OFFICIAL RECORD SA. NO. 426
BANNOCK COUNTY, IDAHO
LARRY W. GHAN RECORDER
FEE 2.00 DEPUTY slh

REAL ESTATE PURCHASE AND SALE AGREEMENT

RE-21
Rev. 11-81

THIS CONTRACT CONTROLS THE TERMS OF : OF THE PROPERTY. READ CAREFULLY BEFORE SIG : IF ANY QUESTION, CONSULT YOUR ATTORNEY.

GORDON LYNN GILMAN AND SHARON ANN GILMAN, Idaho AUGUST 11, 1984
(hereinafter called "Buyer") agrees to purchase, and the undersigned Seller agrees to sell the following described real estate hereinafter referred to as "premises" located in
WILLOW BROOK, County of BANNOCK
State of Idaho, commonly known as LELAND AVERY PROPERTY
legally described as: LOT # 5, WILLOW BROOK SUBDIVISION

(A FULL AND COMPLETE LEGAL DESCRIPTION MUST BE INSERTED, ATTACHED OR WRITTEN ON THE REVERSE HEREOF PRIOR TO EXECUTION BY SELLER. Buyer hereby authorizes broker to insert over his signature the correct legal description of the premises if unavailable at the time of signing, or to correct the legal description previously entered if erroneous or incomplete.)

1. TOTAL PURCHASE PRICE IS FOURTEEN THOUSAND NINE HUNDRED 00/100
DOLLARS (\$ 14,900.00) payable as follows:

A. Earnest Money.
(a) Buyer hereby deposits and a receipt is hereby acknowledged of ONE HUNDRED 00/100 Dollars (\$ 100.00)
evidenced by: ☐ Cash, ☒ Personal Check, ☐ Cashiers Check, ☐ Note Due, or
paid or delivered as earnest money in part payment of the purchase price for the premises.
(b) Earnest Money to be deposited in trust account upon acceptance by all parties.
(c) All Earnest Money shall be held by FIRST UNITED CORPORATION for the benefit of the parties hereto,
and FIRST UNITED CORPORATION (Broker) shall hold the completely executed broker's copy of this agreement.

B. Balance of purchase price to be paid as follows: \$2,250.00 CASH AT CLOSING TO INCLUDE EARNEST MONEY. BALANCE OF \$12,650.00 AMORTIZED AT 9.75% PAYABLE AT \$133.96 DUE OCTOBER 10, 1984 AND EACH CONSECUTIVE MONTH FOR 180 MONTHS.

THERE SHALL BE NO PENALTY FOR PREPAYMENT.

EARNEST MONEY IS REFUNDABLE IF SALE IS NOT CONSUMMATED. SALE INCLUDES EXISTING WATER RIGHTS NOW ON PROPERTY.

2. Buyer's offer is made subject to the acceptance of Seller on or before 12:00 o'clock midnight of AUGUST 15, 1984. If Seller does not accept this agreement within the time specified, the entire Earnest Money shall be refunded to Buyer on demand.

3. Title of Seller is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by Seller may be paid out of purchase money at date of closing. Any liens, encumbrances or defects which are to be discharged or assumed by Buyer or to which title is taken subject to (not otherwise set forth above) are:
MATTERS OF PUBLIC RECORD.

4. The Seller shall, within a reasonable time after closing, furnish to the Buyer a title insurance policy in the amount of the purchase price of the premises from a title insurance company showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this agreement to be discharged or assumed by the Buyer. Prior to closing the transaction, the Seller shall furnish to the Buyer a preliminary report or commitment made by a title insurance company showing the condition of the title to said premises. The parties agree that PIONEER Title Company shall provide said title policy and preliminary report or commitment. It is agreed that if the title to said premises is not marketable, or cannot be made so within thirty (30) days after notice containing a written statement of defects is delivered or mailed to the Seller, or if the Seller, having approved said sale fails to consummate the same as herein agreed, such failure shall constitute a default and the Earnest Money shall be returned to the Buyer and Seller shall pay for the cost of title insurance, escrow and legal fees, if any. Buyer's acceptance of the Earnest Money does not constitute a waiver of other remedies available.

5. It is hereby agreed that the "closing agent" for this agreement shall be PIONEER TITLE COMPANY
FIRST UNITED CORPORATION is the broker responsible for the closing.

Where not otherwise provided by law, the parties shall each pay one-half of said closing agent's fees. The closing date shall be SEPTEMBER 10, 1984

6. On or before the closing date, Buyer and Seller shall deposit with the closing agent all funds and instruments necessary to complete the sale.
7. Seller shall deliver possession to Buyer on or before SEPTEMBER 10, 1984, and taxes and water assessments (using the last available assessment as a basis), rents, insurance premiums, interest and reserves on liens, loans or obligations assumed or taken subject to, and utilities shall be prorated as of SEPTEMBER 10, 1984 except as follows:

Buyer shall pay for fuel in fuel tank, the amount to be determined by the supplier at Seller's expense.

8. The parties agree that this agreement contains the following additional terms and conditions: SEUER AGREES TO PROVIDE AN UNDERGROUND IRRIGATION WATER PIPE LINE TO BUYER'S LOT BOUNDARY AND PROVIDE RISER AND SPIGOT SUFFICIENT TO IRRIGATE BUYER'S LOT.

9. The following items of property now on the premises are specifically excluded from the sale: NONE

The following items of personal property are specifically included in the sale: NONE

10. IMPORTANT: THE REVERSE OF THIS AGREEMENT CONTAINS IMPORTANT PROVISIONS WHICH ALSO CONSTITUTE PART OF THE AGREEMENT. Each of the parties acknowledges reading this agreement in full.

Listing Agency: FIRST UNITED CORPORATION

Selling Agency: FIRST UNITED CORPORATION

BUYER

By: CLAY SANT

BUYER

Buyer's Address

Buyer's Phone

On this date, _____, I/We hereby approve and accept the sale set forth in the above agreement and agree to carry out all the terms thereof on the part of the Seller, and the undersigned Seller further agrees to pay a commission of _____% of selling price or _____ DOLLARS (\$ _____) to the above named broker(s) for services.
I/We further acknowledge receipt of a true copy of this agreement with the complete legal description of the premises inserted and signed by both parties.

SELLER

Seller's Address

SELLER

Seller's Phone

A true copy of the foregoing agreement, signed by the Seller and containing the full and complete legal description of the premises, is hereby received on this _____ day of _____, 19____.

BUYER

BUYER

STATE OF IDAHO)

County of _____)

On this _____ day of _____, 19____,

appeared _____

known to me to be the person(s) who signed the foregoing instrument as Seller and acknowledged to me that _____ he _____ executed the same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

Notary Public for Idaho

Residing at