

W
Sally Sherman

4-8-08

I have also enclosed the portions of this property we sold off with notations & maps. If you have any questions please feel free to call 208 549 2856

Arimias - Shepard - Reyes	9-29-06
Arimias - Shepard - Murray	9-29-06
Arimias - Shepard - Oldfield	5-14-07
Arimia - Shepard - Wilkins	8-31-07

67-7314

RECEIVED

APR 4 2008

Department of Water Resources

Arimia - Shepard Wilkin's

8-31-07

RECEIVED

1-Acre with Storage Shed
No Build Site

APR 04 2008
DEPARTMENT OF
WATER RESOURCES

SURVEY FOR

WARREN SHEPARD

WITHIN

SE1/4NW1/4 AND NW1/4SW1/4 OF SECTION 26

T. 11N., R. 6W., S. 8M.

WASHINGTON COUNTY, IDAHO

CERTIFICATE OF ENGINEER/SURVEYOR

I, S. RONALD MULLINX, A REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THE SURVEY ADVERTISED ON THIS PLAT WAS PERFORMED BY ME OR UNDER MY SUPERVISION IN ACCORDANCE WITH THE LAWS OF THE STATE OF IDAHO IN JULY OF 2007.

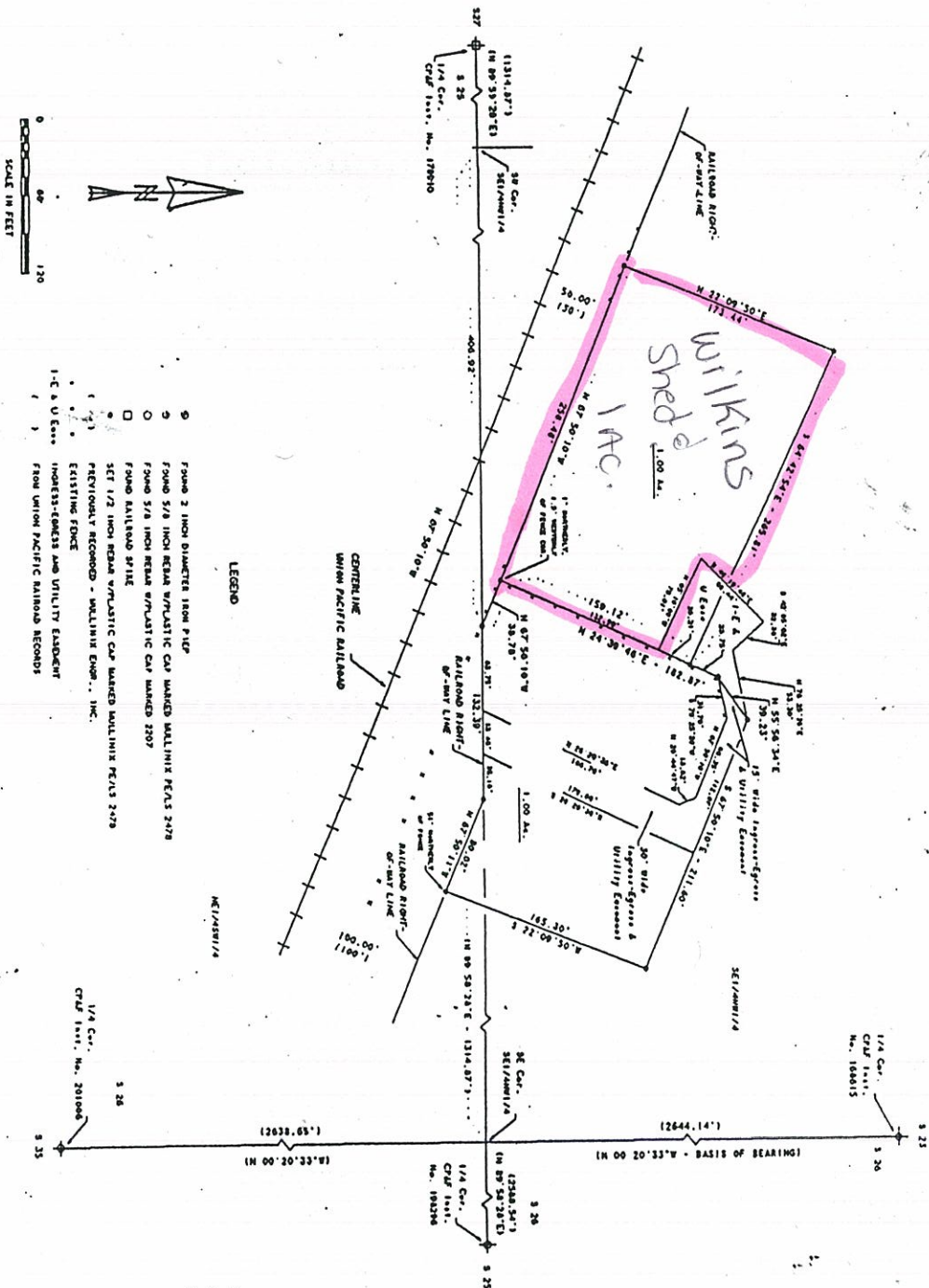


REFERENCE SURVEYS

1. RECORD OF SURVEY BY MULLINX ENGR., INC., INSTR. NO. 203556.
2. RECORD OF SURVEY BY MULLINX ENGR., INC., INSTR. NO. 106010.
3. RECORD OF SURVEY BY MULLINX ENGR., INC., INSTR. NO. 141989.

INDEX NO. 1104-20-3-1-a-00-00
1104-20-4-2-0-00-00

MULLINX ENGINEERING, INC.
BOISE, IDAHO 83725
JULY 21, 2007



A U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT		B. TYPE OF LOAN 1. ☐ FHA 2. ☐ FmHA 3. ☐ Conv. Unins. 4. ☐ VA 5. ☐ Conv. Ins. 6. ☐ Cash 7. File Number: IW12710 8. Loan Number: 9. Mortgage Insurance Case Number	
SETTLEMENT STATEMENT			
C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for information purposes and are not included in the totals.			
D. NAME AND ADDRESS OF BORROWER: Kerry Wilkins and Leslie D. Wilkins 155 W Butterfield Weiser, ID 83672		E. NAME AND ADDRESS OF SELLER: Warren E. Shepard and Sallyann Shepard 735 County Road 70 Weiser, ID 83672	
F. NAME AND ADDRESS OF LENDER(S):			
G. PROPERTY LOCATION: TBD County Road 70 Shop and 1 acre Weiser, ID 83672		H. SETTLEMENT AGENT: AMERITITLE PLACE OF SETTLEMENT: PO BOX 591 WEISER, ID 83672	I. SETTLEMENT DATE: 08/31/2007 FINAL 1. PRORATED DATE 08/17/2007
J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BORROWER		400. GROSS AMOUNT DUE TO SELLER	
101. Contract Sales Price		401. Contract Sales Price	32,000.00
102. Settlement charges (line 1400)		402.	
103. Payoffs - see page 3 for itemization		403. Misc. Credit	
104.		404.	
105. Reserves		405. Seller Deposit	
106.		406.	
ADJUSTMENTS FOR ITEMS PAID BY SELLER IN ADVANCE		ADJUSTMENTS FOR ITEMS PAID BY SELLER IN ADVANCE	
107. County Taxes		407. County Taxes	
108. Irrigation		408. Irrigation	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross Amount Due from Borrower		420. Gross Amount Due to Seller	32,000.00
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER		500. REDUCTION IN AMOUNT DUE TO SELLER	
201. Deposit or Earnest Money		501. Excess Deposit (see instructions)	
202. Principal Amount of new loan(s)		502. Settlement Charges to Seller (line 1400)	4,188.00
203. Existing Loan(s) taken subject to		503. Existing Loans taken subject to	
204. Deposit to Lender		504. Payoffs - see page 3 for itemization	
205. Deposit to Escrow		505.	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
ADJUSTMENTS FOR ITEMS UNPAID BY SELLER		ADJUSTMENTS FOR ITEMS UNPAID BY SELLER	
210. City/Town Taxes		510. City/Town Taxes	
211. County Taxes 01/01/2007 to 08/17/2007		511. County Taxes 01/01/2007 to 08/17/2007	498.48
212. Irrigation 01/01/2007 to 08/17/2007		512. Irrigation 01/01/2007 to 08/17/2007	16.87
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218. Credit to Buyer		518.	
219. Commission Credit		519. Security Deposits & Last Mo. Rent(total)	
220. Total Paid by/for Borrower		520. Total Reduction in Amount due Seller	4,703.35
300. CASH AT SETTLEMENT FROM/TO BORROWER		600. CASH AT SETTLEMENT FROM/TO SELLER	
301. Gross Amount due from Borrower (#120)		601. Gross Amount due to Seller (#420)	32,000.00
302. Less Amts paid by/for Borrower (#220)		602. Less reduction in amt due Seller (#520)	4,703.35
303. CASH TO BORROWER		603. CASH TO SELLER	27,296.65

HUD-1
RESPA, HB 4305.2

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

SETTLEMENT AGENT:

DATE:

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. code Section 1001 and Section 1010.

L. SETTLEMENT CHARGES		
700. COMMISSIONS Division of Commission as follows:	Paid From	Paid From
701. \$1,920.00 To: Creed Noah Real Estate Company	Borrower's	Seller's
702.	Funds at	Funds at
703.	Settlement	Settlement
704.		
705. Total Commission paid at Settlement		1,920.00
800. ITEMS PAYABLE IN CONNECTION WITH LOAN		
801.		
802.		
803.		
804.		
805.		
806.		
807.		
808.		
809.		
810.		
811.		
812.		
813.		
814.		
815.		
816.		
817.		
818.		
819.		
820.		
821.		
822. Total Fees - see page three for itemization		
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE		
901. Interest Charges - see page three for itemization		
902.		
903.		
904.		
1000. RESERVES DEPOSITED WITH LENDER		
1001.		
1002.		
1003.		
1004.		
1005.		
1006.		
1007.		
1008.		
1100. TITLE CHARGES		
1101. Settlement Charges AMERITITLE Escrow Closing Fee \$65.00		65.00
1102.		
1103. Lender's Coverage - see page three for itemization		
1104. Owner's Coverage \$32,000.00 Premium \$249.00		249.00
1105.		
1106.		
1107. Total Misc Closing Fees - see page three for itemization		
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES		
1201.		
1202. City/County Tax/Stamp: Deed \$: Mortgage		
1203. State Tax/Stamp: Deed \$: Mortgage \$		
1204.		
1205. Total Misc Recording Fees - see page three for itemization		7.00
1300. ADDITIONAL SETTLEMENT CHARGES		
1301. Survey To: Mullinix Land Surveying		1,947.00
1302.		
1303.		
1304.		
1305.		
1306.		
1307.		
1308.		
1309.		
1310.		
1311.		
1312.		
1313.		
1314.		
1315. Additional Settlement Charges - see page three for itemization		
1400. TOTAL SETTLEMENT CHARGES (Line 102 Section J and Line 502 Section K)		4,188.00

ESCROW #1W12710 SUPPLEMENTAL TO HUD-1		Paid From Borrower's Funds at Settlement	Seller's Funds at Settlement
103/504 SUPPLEMENTAL TO TOTAL PAYOFFS			
TOTAL PAYOFFS (Enter on Lines 103 Section J and 504 Section K)			
704 SUPPLEMENT TO COMMISSIONS PAID			
TOTAL ADDITIONAL COMMISSIONS (enter on Line 704, Section L)			
201/205 SUPPLEMENTAL TO DEPOSIT TO ESCROW			
Kerry Wilkins			
TOTAL DEPOSIT TO ESCROW (Enter on Line 201/205, Section I)			
822 SUPPLEMENTAL TO OTHER FEES TO LENDER			
TOTAL OTHER FEES TO LENDER (Enter on Line 822, Section L)			
901 SUPPLEMENTAL TO ITEMS REQ. BY LENDER TO BE PAID IN ADVANCE			
TOTAL ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE (Enter on Line 901)			
1103 SUPPLEMENTAL TO LENDER'S COVERAGE FEES			
AMERITITLE			
TOTAL LENDER'S COVERAGE FEES (Enter on Line 1103, Section L)			
1107 SUPPLEMENTAL TO MISCELLANEOUS CLOSING FEES			
TOTAL MISCELLANEOUS CLOSING FEES (Enter on Line 1107, Section L)			
1205 SUPPLEMENTAL TO MISC. RECORDING AND TRANSFER CHARGES			7.00
Recording Services			7.00
TOTAL MISC. RECORDING AND TRANSFER CHARGES (Enter on Line 1205, Section L)			
1315 SUPPLEMENT TO SETTLEMENT CHARGES			
TOTAL SUPPLEMENTAL CHARGES (enter on Line 1315, Section L)			
303/603 BREAKDOWN OF BORROWER AND SELLER DISBURSEMENTS			27,296.65
CHECK TO: Warren E. Shepard and Sallyann Shepard			
CHECK TO: Kerry Wilkins and Leslie D. Wilkins			27,296.65
TOTAL DISBURSEMENTS TO BORROWERS AND SELLERS			

WARREN SHEPARD (1.00 Acre Shed Parcel)

A parcel of land situated within the SE1/4NW1/4 of Section 26, Township 11 North, Range 6 West, Boise Meridian, Washington County, Idaho, which parcel of land is more particularly described as follows:

Beginning at the southwest corner of the SE1/4NW1/4 of Section 26, T.11N., R.6W., B.M.;

Thence N 89°58'28"E, a distance of 406.92 feet along the south line of said SE1/4NW1/4 to a point on the northerly right-of-way line of the Union Pacific Railroad;

Thence N 67°50'10"W, a distance of 38.78 feet along said northerly railroad right-of-way line to the TRUE POINT OF BEGINNING;

Thence continuing N 67°50'10"W, a distance of 258.48 feet along said northerly railroad right-of-way line;

Thence N 22°09'50"E, a distance of 173.44 feet;

Thence S 64°42'54"E, a distance of 265.81 feet;

Thence S 24°39'46"W, a distance of 159.12 feet to the TRUE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO an ingress-egress and utility easement within the SE1/4NW1/4 of Section 26, Township 11 North, Range 6 West, Boise Meridian, Washington County, Idaho, which easement is more particularly described as follows:

Beginning at the southwest corner of the SE1/4NW1/4 of Section 26, T.11N., R.6W., B.M.;

Thence N 89°58'28"E, a distance of 470.67 feet along the south line of said SE1/4NW1/4 to the TRUE POINT OF BEGINNING on the north right-of-way line of the Union Pacific Railroad;

Thence N 26°20'36"E, a distance of 166.70 feet;

Thence N 20°44'47"W, a distance of 13.62 feet;

Thence N 67°50'10"W, parallel to the northerly right-of-way line of said Union Pacific Railroad, a distance of 66.35 feet;

Thence S 78°25'28"W, a distance of 31.70 feet;

Thence S 24°39'46"W, a distance of 49.97 feet;

Warren Shepard Shed Parcel, Page 2.

Thence N 65°10'09"W, a distance of 78.01 feet;

Thence N 46°19'48"E, a distance of 69.44 feet;

Thence S 42°05'02"E, a distance of 32.38 feet;

Thence N 78°25'28"E, a distance of 53.30 feet;

Thence S 67°50'10"E, parallel to said northerly railroad right-of-way line, a distance of 112.07 feet;

Thence S 26°20'36"W, a distance of 179.06 feet to a point on the south line of said SE1/4NW1/4 and the north right-of-way line of said railroad;

Thence S 89°58'28"W, a distance of 33.48 feet along the south line of said SE1/4NW1/4 and said north railroad right-of-way line to the TRUE POINT OF BEGINNING.



PO BOX 591
WEISER, ID 83672

Bus (208) 414-1792
Fax (208) 414-1794

ESCROW INSTRUCTIONS

TO: AMERITITLE

ESCROW # IW12710
ESCROW OFFICER: Christy Waite

Handed to you herewith \$32,000.00 representing the sales price as follows:

Earnest Money deposited with broker \$700.00

the balance plus closing costs to be paid at the close of this escrow and such other notes, documents and funds which may be required to enable you to comply with these instructions.

You are authorized and instructed to issue or cause to be issued the specified title insurance policy or policies, in the specified amounts to wit:

Owner's \$32,000.00

Showing title vested in:

Kerry Wilkins and Leslie D. Wilkins, husband and wife

Insuring the interest of:

Kerry Wilkins and Leslie D. Wilkins, husband and wife

In the following described property in the county of Washington, State of IDAHO:

See attached Exhibit A.

Subject to the usual printed general exceptions, exceptions #1-5 and any additional exceptions that may become apparent or of record subsequent to the date of the report as shown in AMERITITLE's title commitment #0012710 which I have READ AND APPROVED and:

You will file or record the necessary legal instruments and then pay off such encumbrances of record as may exist at the time of closing to insure title as stated and you shall not be responsible for liens attaching after closing.

Certain items on the closing statements are estimates only and the final figures may be adjusted to accommodate exact amounts required upon disbursement. You are authorized and instructed to pay funds in accordance with the final closing statement.

The undersigned acknowledge the bills/invoices to be paid through this escrow have been delivered and approved by the undersigned. Bills have been charged to the responsible principals and are noted on escrow closing statements. Any bills not submitted and unpaid shall survive the closing and will be satisfied/paid OUTSIDE of this escrow between the principals. Escrow holder shall be held harmless for collection and/or payment of same.

Pro-rate as of 08-17-2007 the following and charge or credit to my account accordingly:

2007 ESTIMATED TAXES AND IRRIGATION

Assume a 365-day year in any prorate herein provided, unless the parties otherwise instruct you. You are to use the information contained in the last available tax statement (and any estimated increases), rental statement as provided by the seller, and beneficiary's statement, delivered into escrow for the prorates provided above. Unless otherwise set forth, it is understood that water, heating, utility charges, or connection fees will be adjusted between the buyer and seller outside this escrow and it is understood that you will assume no responsibility or liability therefore.

The parties further acknowledge that under Idaho Code Sections 63-403 and 63-2203, "New and Additional Assessments" and "Adjustments of Taxes by the Board of Commissioners", additional taxes may be levied. The parties hereto agree to hold the closing agent harmless for any pro-ration difference between themselves. The closing agent shall not pro-rate any utility charges, unless specifically instructed to do so.

Escrow is authorized and instructed to pay any compliance work/repair or inspection bills as submitted prior to the close of escrow and as set out on the closing statements for Buyer and Seller. Any bills not submitted prior to the close of escrow shall become the responsibility of the billed party with no liability or responsibility to AmeriTitle, Inc.

In all acts in this escrow relating to fire insurance, including adjustments, if any, AmeriTitle shall be fully protected in assuming that each policy is in force and that the necessary premium therefore has been paid.

The expression "Close of Escrow" means the date on which instruments referred to herein are filed for record or in the case where there are no filings, when documents have been executed by all parties and funds exchanged.

No representation as to compliance with any State laws regarding water rights or domestic water supplies, well identification number, well information notices and any other required seller disclosures, subdivision acts and zoning ordinances have been made by escrow agent. The closing agent shall have no responsibility for compliance with any truth-in-lending, usury or consumer protection laws of The United States of America or The State of Idaho.

AmeriTitle has not performed a search for or filed any Financing Statements (UCC-1) as part of this transaction. AmeriTitle shall be held harmless from any and all liability resulting from issues involving Financing Statements (UCC-1). Any such search or filing shall be handled by the parties outside of this escrow closing. All parties have been advised by AmeriTitle to seek legal advice regarding Financing Statements.

The parties have entered into a contract for the purchase and sale of subject property entitled Real Estate Purchase & Sale Agreement hereinafter referred to as the contract. The closing agent is hereby instructed to close the transaction in accordance with the terms of the Contract as well as these instructions, HOWEVER, in the event the terms of the contract and the terms of these instructions shall conflict, the terms of these instructions shall control.

In the event this transaction does not close for any reason, the closing agent shall be entitled to reimbursement for any and all costs expended by it and shall be further entitled to an escrow cancellation fee not to exceed one half of the normal fee and parties hereto agree to be jointly and severally liable for same. Further, any earnest money deposited with the closing agent shall be refunded only upon written instructions from the parties hereto, EXCEPT that in the event the earnest money has been deposited by the Broker, the closing agent is hereby authorized to refund same to the broker's trust account for his disposition to the parties and in the event the closing agent has incurred expenses in connection herewith, the closing agent shall be entitled to retain so much of the earnest money as it is entitled to hereunder for the reimbursement of said expenses.

These instructions shall be binding on the undersigned until the close of business 30 days from the date hereof and/or 30 days from the closing date set forth in the earnest money agreement and shall be performed within said period or thereafter unless written demand by the undersigned is made upon you for the revocation hereof; provided, however, that your agency as escrow holder will not extend beyond six months from the date set forth below. Any such written demand shall be effective upon receipt of such demand.

You are instructed to furnish to any attorney, broker, or lender identified with this transaction, or anyone acting on behalf of such attorney, broker, or lender, any information concerning this escrow, copies of all instructions, amendments and statements upon request.

I have not been referred by AmeriTitle to any named attorney or attorneys or discouraged from seeking advice of an attorney but have been advised to seek legal counsel of my own choosing at my own expense for any question I may

have. Any and all documents, which AmeriTitle has prepared for use in this transaction, have been prepared at the parties' direction and have been reviewed and are hereby approved as to content, form and terms.

All terms and provisions of the Earnest Money Agreement and any amendments or addendums thereto have been complied with to the complete satisfaction of the parties or will be complied with outside of escrow, and all notices, demands, and instructions must be in writing.

Unless otherwise instructed, AmeriTitle assumes no liability or responsibility for verification of the nationality or foreign status of any transferor/seller in this transaction and has no responsibility for the collection, withholding, reporting or payment of any amounts due under Section 1445 and 6039C of the Internal Revenue Code commonly called FIRPTA, or any agency with state authority or jurisdiction.

These instructions may be signed in counterparts, with like effect as if all signatures appeared on a single copy. Consent, acceptance or approval required or remitted by any party hereunder may be given by facsimile transmission.

AmeriTitle's liability hereunder is limited to its obligations specifically set forth herein. AmeriTitle may terminate this escrow at any time, without notice, or liability. Documents and monies shall be returned to the parties depositing them. In the event AmeriTitle earns interest on any monies deposited hereby, said interest may be retained by AmeriTitle as additional earned fees, whether or not related to this escrow.

In the event any dispute arises between the parties hereto or with any third person concerning the property, documents, or funds covered by these instructions, AmeriTitle may at its election (a) hold all matters in their existing status pending resolution of such dispute or (b) join or commence a court action and in such action deposit the funds and documents referred to herein with the court where such action is pending, and ask the court to determine the rights of purchaser and seller in and to such property, documents and funds. In the event of such dispute and AmeriTitle's election of either alternative described above, AmeriTitle shall have no further duties or obligations under this agreement other than either to hold such funds and documents until Purchaser and Seller have resolved their dispute or to deposit such funds and documents into court.

In the event any suit or action is brought by SELLER, PURCHASER, AMERITITLE or any of them to enforce this agreement or to resolve any dispute between or among Purchaser, Seller, and AmeriTitle including but not limited to a declaratory judgment action, the prevailing party shall be entitled to recover all expenses, costs and reasonable attorneys' fees incurred in connection with such suit or action at trial, on appeal, on any petition for review, in any arbitration, and any administrative or bankruptcy proceeding.

We understand that recording and disbursement may be subject to final review and the approval of the loan package by the lender. Upon their approval you are authorized to record the documents in this transaction prior to the receipt of loan funds from the lender. At your discretion, you are authorized to receive and/or disburse any funds in connection with this escrow by electronic (wire) transfer. Should funds be deposited in a form other than wire transfer, parties acknowledge that escrow agent will be unable to fund and disburse until such time as said funds are considered collected.

The sellers hereby authorize and instruct AmeriTitle to make changes necessary to the vesting documents and instructions reflecting the Buyer Names in accordance with the Lender Instructions. Said changes are limited to the proper spelling of names and/or addition or deletion of middle names and initials.

The undersigned acknowledge that the monies handled by AmeriTitle in this escrow, along with monies received in all escrows with this company, will be held in an escrow trust account.

In consideration of this account, the bank provides certain benefits to AmeriTitle, (i.e. payment of accounting services, etc) which are passed on to the consumer by this company in the form of lower escrow fees.

Borrower(s) acknowledge that, pursuant to regulations adopted under the real estate settlement procedures act, I (we) have a right to review the HUD-1 settlement statement one day prior to closing and do hereby waive such right and instruct the settlement agent herein to proceed in accordance with alternative sections of such regulations.

IF THIS WILL BE YOUR PRINCIPAL RESIDENCE, AND YOU WILL TAKE POSSESSION BEFORE APRIL 14, YOU WILL NEED TO FILE FOR A HOMEOWNERS EXEMPTION WITH THE COUNTY ASSESSOR BY APRIL 15.

IF THIS IS NEW CONSTRUCTION, YOU WILL HAVE 30 DAYS TO FILE FOR YOUR HOMEOWNERS EXEMPTION ONCE YOU RECEIVE YOUR OCCUPANCY PERMIT.

In response to the Gramm-Leach-Bliley Act, the appropriate parties have been provided with a copy of AmeriTitle's Privacy Policy.

READ THESE INSTRUCTIONS CAREFULLY AND DO NOT SIGN THEM UNLESS THEY ARE ACCEPTABLE TO YOU.

SIGNATURES

SELLER(S):

Warren E. Shepard

Dated: _____

Mailing Address:

735 County Road 70
Weiser, ID 83672

Sallyann Shepard

Sallyann Shepard

Dated: 7-30-07

Mailing Address:

735 County Road 70
Weiser, ID 83672

BUYER(S):

Kerry Wilkins

Dated: _____

Mailing Address:

155 W Butterfield
Weiser, ID 83672

Leslie D. Wilkins

Leslie D. Wilkins

Dated: 8-15-07

Mailing Address:

155 W Butterfield
Weiser, ID 83672

Receipt of money and/or instruments herein above mentioned is hereby acknowledged:

AMERITITLE

By: _____

Christy Waite

EXHIBIT A

A parcel of land situated within the SE1/4NW1/4 of Section 26, Township 11 North, Range 6 West, Boise Meridian, Washington County, Idaho, which parcel of land is more particularly described as follows:

Beginning at the southwest corner of the SE1/4NW1/4 of Section 26, T.11N., R.6W., B.M.;

Thence N 89°58'28"E, a distance of 406.92 feet along the south line of said SE1/4NW1/4 to a point on the northerly right-of-way line of the Union Pacific Railroad;

Thence N 67°50'10"W, a distance of 38.78 feet along said northerly railroad right-of-way line to the TRUE POINT OF BEGINNING;

Thence continuing N 67°50'10"W, a distance of 258.48 feet along said northerly railroad right-of-way line;

Thence N 22°09'50"E, a distance of 173.44 feet;

Thence S 64°42'54"E, a distance of 265.81 feet;

Thence S 24°39'46"W, a distance of 159.12 feet to the TRUE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO an ingress-egress and utility easement within the SE1/4NW1/4 of Section 26, Township 11 North, Range 6 West, Boise Meridian, Washington County, Idaho, which easement is more particularly described as follows:

Beginning at the southwest corner of the SE1/4NW1/4 of Section 26, T.11N., R.6W., B.M.;

Thence N 89°58'28"E, a distance of 470.67 feet along the south line of said SE1/4NW1/4 to the TRUE POINT OF BEGINNING on the north right-of-way line of the Union Pacific Railroad;

Thence N 26°20'36"E, a distance of 166.70 feet;

Thence N 20°44'47"W, a distance of 13.62 feet;

Thence N 67°50'10"W, parallel to the northerly right-of-way line of said Union Pacific Railroad, a distance of 66.35 feet;

Thence S 78°25'28"W, a distance of 31.70 feet;

Thence S 24°39'46"W, a distance of 49.96 feet;

Thence N 65°10'09"W, a distance of 78.01 feet;

Thence N 46°19'48"E, a distance of 69.44 feet;

Thence S 42°05'02"E, a distance of 32.38 feet;

Thence N 78°25'28"E, a distance of 53.30 feet;

Thence S 67°50'10"E, parallel to said northerly railroad right-of-way line, a distance of 112.07 feet;

CONTINUED

Thence S 26°20'36"W, a distance of 179.06 feet to a point on the south line of said SE1/4NW1/4 and the north right-of-way line of said railroad;

Thence S 89°58'28"W, a distance of 33.48 feet along the south line of said SE1/4NW1/4 and said north railroad right-of-way line to the TRUE POINT OF BEGINNING.

Arimia - Shepard - Reyes sell

RECEIVED

9-29-06

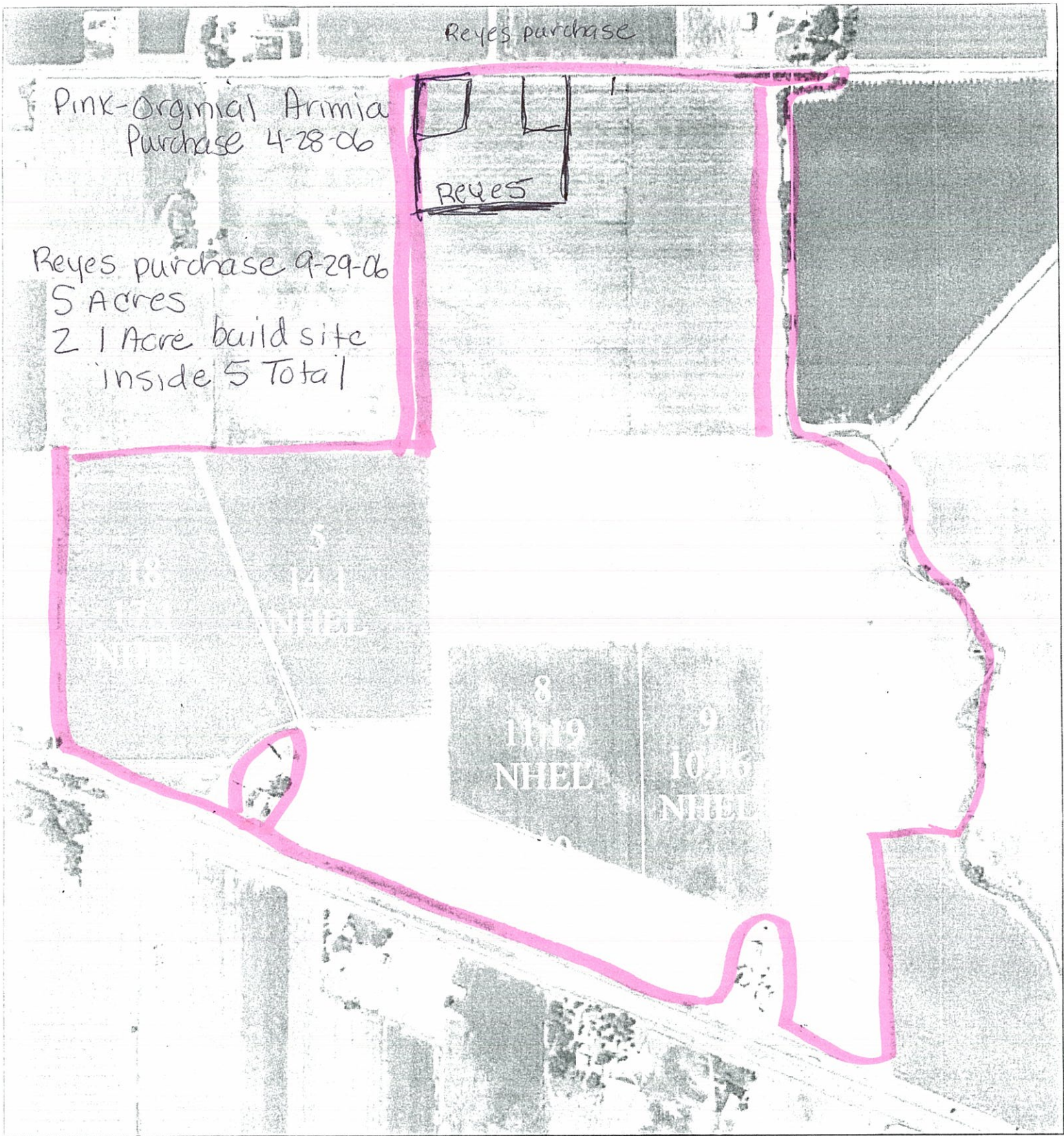
5 Acres

APR 4 2008

(2) 1 Acre building lots inside
5 Acres

Department of Water Resources

With road & Ditch



United States Department of Agriculture
Farm Service Agency

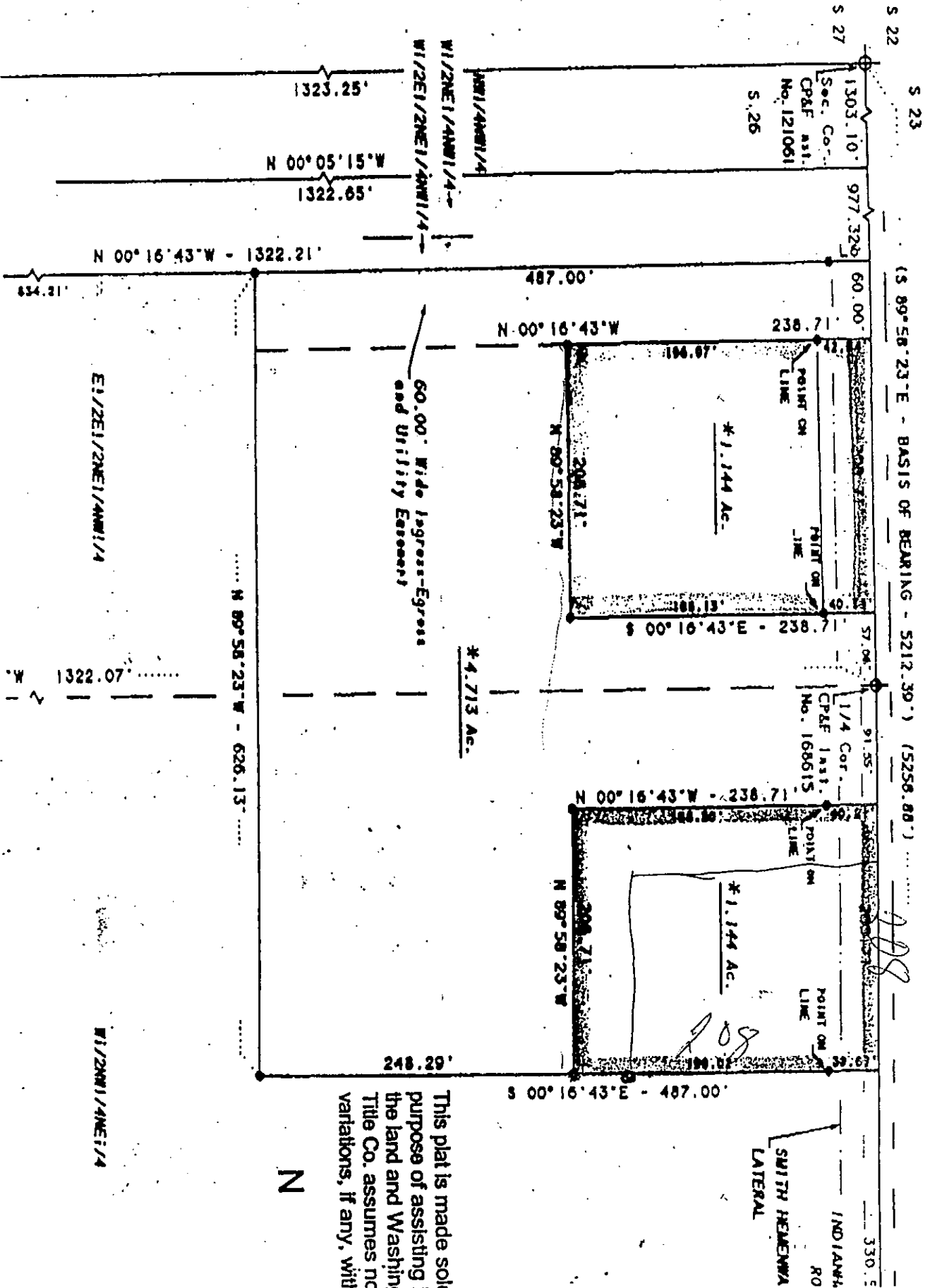
Farm 2378
Tract 2279

Washington County, ID



Sept 29 2006

Reyes



This plat is made solely for the purpose of assisting in locating the land and Washington County Title Co. assumes no liability for variations, if any, with actual sur



Washington County Title Co.

35 West Idaho St. Weiser, ID 83672

wctitle@ruralnetwork.net

Title Insurance
Escrow Service

(208) 414-1455
FAX (208) 414-1487

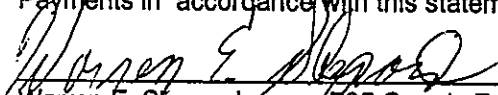
Escrow Closing 206_343 Seller Statement

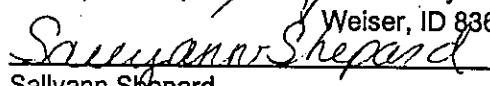
Seller: Warren E. Shepard & Sallyann Shepard
Buyer: Jesus Reyes & Juanita Reyes
Property Address: Sureved Parcels South of Indianhead Road

	Debit	Credit
Purchase Price:		\$134,800.00
Seller Contract:	\$75,700.00	
Earnest Deposit Received:	\$0.00	
Recording Fees:	\$12.00	
Warranty Deed (1/2) 9.00		
Deed of Trust (1/2) 15.00		
County Tax Proration based on 2005 Assessments:	\$106.91	
\$143.99 271 days (1/01/06 - 09/29/06)		
Irrigation Dist Proration based on 2005 Assessment:	NONE	
\$0.00 0 days (4/15/06 - 09/29/06)		
Owners Title Insurance Premium: Reissue Rate	\$533.25	
Survey: Mullinix Engineering	\$2,405.00	
Commission: Creed Noah & Co	\$4,044.00	
Double R. Properties	\$4,044.00	
Escrow Closing Fee: (1/2) 350.00	\$175.00	
TOTAL	\$87,020.16	\$134,800.00
Payable To Seller at Closing	\$47,779.84	
Account Balance	\$134,800.00	\$134,800.00

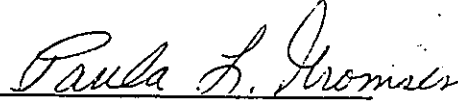
APPROVED This 29th day of September, 2006.

Payments in accordance with this statement are hereby authorized.


Warren E. Shepard 735 County Rd 70
Weiser, ID 83672


Sallyann Shepard

WASHINGTON COUNTY TITLE CO

By: 

Legal Description to Warranty Deed

IN WASHINGTON COUNTY, IDAHO:

Parcel 1

A parcel of land situated within the E1/2E1/2NE1/4NW1/4 of Section 26, Township 11 North, Range 6 West, Boise Meridian, Washington County, Idaho, which parcel of land is more particularly described as follows:

Beginning at the northwest corner of the E1/2E1/2NE1/4NW1/4 of Section 26, T.11N., R.6W., B.M.;

Thence S 89°58'23" E, a distance of 60.00 feet along the north line of said E1/2E1/2NE1/4NW1/4 to the TRUE POINT OF BEGINNING;

Thence continuing S 89°58'23" E, a distance of 208.71 feet along the north line of said E1/2E1/2NE1/4NW1/4;

Thence S 0°16'43" E, parallel to the west line of said E1/2E1/2NE1/4NW1/4, a distance of 238.71 feet;

Thence N 89°58'23" W, parallel to the north line of said E1/2E1/2NE1/4NW1/4, a distance of 208.71 feet to a point on a line 60.00 feet east of the west line of said E1/2E1/2NE1/4NW1/4;

Thence N 0°16'43" W, parallel to the west line of said E1/2E1/2NE1/4NW1/4, a distance of 238.71 feet to the TRUE POINT OF BEGINNING.

SUBJECT TO the right-of-way of Indianhead Road along the north side of the above described parcel of land.

ALSO SUBJECT TO the right-of-way of Smith Hemenway Lateral District.

ALSO TOGETHER WITH AND SUBJECT TO a 60.00 foot wide ingress-egress and utility easement with the east line of said easement being the west line of the above described parcel of land.

Parcel II

A parcel of land situated within the W1/2NW1/4NE1/4 of Section 26, Township 11 North, Range 6 West, Boise Meridian, Washington County, Idaho, which parcel of land is more particularly described as follows:

Beginning at the northwest corner of the E1/2E1/2NE1/4NW1/4 of Section 26, T.11N., R.6W., B.M.;

Thence S 89°58'23" E, a distance of 417.42 feet along the north line of said E1/2E1/2NE1/4NW1/4 and the north line of the W1/2NW1/4NE1/4 of said Section 26 to the TRUE POINT OF BEGINNING;

Thence continuing S 89°58'23" E, a distance of 208.71 feet along the north line of said W1/2NW1/4NE1/4;

Thence S 0°16'43" E, parallel to the west line of said E1/2E1/2NE1/4NW1/4, a distance of 238.71 feet;

Thence N 89°58'23" W, parallel to the north line of said W1/2NW1/4NE1/4, a distance of 208.71 feet;

Thence N 0°16'43" W, parallel to the west line of said E1/2E1/2NE1/4NW1/4, a distance of 238.71 feet to the TRUE POINT OF BEGINNING.

SUBJECT TO the right-of-way of Indianhead Road along the north side of the above described parcel of land.

ALSO SUBJECT TO the right-of-way of Smith Hemenway Lateral District.

Parcel III

A parcel of land situated within the E1/2E1/2NE1/4NW1/4 and theW1/2NW1/4NE1/4 of Section 26, Township 11 North, Range 6 West, Boise Meridian, Washington County, Idaho, which parcel of land is more particularly described as follows:

Beginning at the northwest corner of the E1/2E1/2NE1/4NW1/4 of Section 26, T.11N., R.6W., B.M.;

Thence S 89°58'23" E, a distance of 60.00 feet along the north line of said E1/2E1/2NE1/4NW1/4;

Thence S 0°16'43" E, parallel to the west line of said E1/2E1/2NE1/4NW1/4, a distance of 238.71 feet;

Thence S 89°58'23" E, parallel to the north line of said E1/2E1/2NE1/4NW1/4, a distance of 208.71 feet;

Thence N 0°16'43" W, parallel to the west line of said E1/2E1/2NE1/4NW1/4, a distance of 238.71 feet to a point on the north line of said E1/2E1/2NE1/4NW1/4;

Thence S 89°58'23" E, a distance of 148.71 feet along the north line of said E1/2E1/2NE1/4NW1/4 and the north line of the W1/2NW1/4NE1/4 of said Section 26;

Thence S 0°16'43"E, parallel to the west line of said E1/2E1/2NE1/4NW1/4, a distance of 238.71 feet;

Thence S 89°58'23" E, parallel to the north line of said W1/2NW1/4NE1/4, a distance of 208.71 feet;

Thence S 0°16'43" E, parallel to the west line of said E1/2E1/2NE1/4NW1/4, a distance of 248.29 feet;

Thence N 89°58'23" W, parallel to the north line of said W1/2NW1/4NE1/4 and the north line of said E1/2E1/2NE1/4NW1/4, a distance of 626.13 feet to a point on the west line of said E1/2E1/2NE1/4NW1/4;

Thence N 0°16'43" W, a distance of 487.00 feet along the west line of said E1/2E1/2NE1/4NW1/4 to the TRUE POINT OF BEGINNING.

SUBJECT TO the right-of-way of Indianhead Road along the north side of the above described parcel of land.

ALSO SUBJECT TO AND TOGETHER WITH a 60.00 foot wide ingress-egress and utility easement being the west 60.00 feet of the above described parcel of land.

ALSO SUBJECT TO the right-of-way of Smith Hemenway Lateral District.

COPY

203084

DEED OF TRUST

THIS DEED OF TRUST, Made this 29th day of September, 2006, BETWEEN JESUS REYES and JUANITA REYES, husband and wife herein called GRANTOR, whose address is 439 West Court St., Weiser, ID 83672, and WASHINGTON COUNTY TITLE CO, an Idaho Corporation, herein called TRUSTEE, and WARREN SHEPARD and SALLYANN SHEPARD, husband and wife, herein called BENEFICIARY, whose address is 735 County Rd. 70., Weiser, ID 83672.

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 Washington, State of Idaho, described as follows and containing not more than forty acres:

SEE LEGAL DESCRIPTION ATTACHED

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 \$75,700.00, with final payment due: **SEPTEMBER 29, 2011** 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 purposes, 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 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 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 right 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 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 the 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 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.

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 sum so secured or to declare default for failure so to pay.

3. 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 payment of 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 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 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 Trust, 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 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 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 obligation 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 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 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 member 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.

If all or any part of the property described herein, or an interest therein is sold transferred or contracted to be sold or transferred in the future by agreement without the beneficiary's prior written consent, excluding a transfer by devise, descent or operation of law upon the death of a grantor, beneficiary may, at beneficiary's sole option, declare all sums secured by this Deed of Trust to be immediately due and payable.

JESUS REYES
JESUS REYES

JUANITA REYES
JUANITA REYES

STATE OF IDAHO)
) ss
County of Washington)

On this 29th day of September, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared JESUS REYES and JUANITA REYES, 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 affixed my seal the day and year first above written.

Instrument # 203084

WEISER, WASHINGTON, IDAHO

2006-09-29 04:42:00 No. of Pages: 5

Recorded for : WASHINGTON COUNTY TITLE

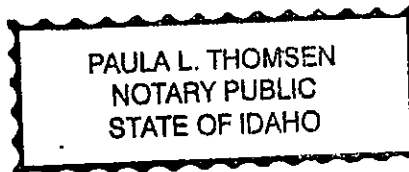
SHARON WIDNER

Ex-Officio Recorder Deputy

Index to: MORTGAGE

Lisa McPherson
Lisa McPherson

Paula L. Thomsen
Notary Public for Idaho
Residing at Weiser, Idaho
Commission expires: 3-11-2009



Legal Description to Deed of Trust

IN WASHINGTON COUNTY, IDAHO:

Parcel I

A parcel of land situated within the E1/2E1/2NE1/4NW1/4 of Section 26, Township 11 North, Range 6 West, Boise Meridian, Washington County, Idaho, which parcel of land is more particularly described as follows:

Beginning at the northwest corner of the E1/2E1/2NE1/4NW1/4 of Section 26, T.11N., R.6W., B.M.;

Thence S 89°58'23" E, a distance of 60.00 feet along the north line of said E1/2E1/2NE1/4NW1/4 to the TRUE POINT OF BEGINNING;

Thence continuing S 89°58'23" E, a distance of 208.71 feet along the north line of said E1/2E1/2NE1/4NW1/4;

Thence S 0°16'43" E, parallel to the west line of said E1/2E1/2NE1/4NW1/4, a distance of 238.71 feet;

Thence N 89°58'23" W, parallel to the north line of said E1/2E1/2NE1/4NW1/4, a distance of 208.71 feet to a point on a line 60.00 feet east of the west line of said E1/2E1/2NE1/4NW1/4;

Thence N 0°16'43" W, parallel to the west line of said E1/2E1/2NE1/4NW1/4, a distance of 238.71 feet to the TRUE POINT OF BEGINNING.

SUBJECT TO the right-of-way of Indianhead Road along the north side of the above described parcel of land.

ALSO SUBJECT TO the right-of-way of Smith Hemenway Lateral District.

ALSO TOGETHER WITH AND SUBJECT TO a 60.00 foot wide ingress-egress and utility easement with the east line of said easement being the west line of the above described parcel of land.

Parcel III

A parcel of land situated within the E1/2E1/2NE1/4NW1/4 and the W1/2NW1/4NE1/4 of Section 26, Township 11 North, Range 6 West, Boise Meridian, Washington County, Idaho, which parcel of land is more particularly described as follows:

Beginning at the northwest corner of the E1/2E1/2NE1/4NW1/4 of Section 26, T.11N., R.6W., B.M.;

Thence S 89°58'23" E, a distance of 60.00 feet along the north line of said E1/2E1/2NE1/4NW1/4;

Thence S 0°16'43" E, parallel to the west line of said E1/2E1/2NE1/4NW1/4, a distance of 238.71 feet;

Thence S 89°58'23" E, parallel to the north line of said E1/2E1/2NE1/4NW1/4, a distance of 208.71 feet;

Thence N 0°16'43" W, parallel to the west line of said E1/2E1/2NE1/4NW1/4, a distance of 238.71 feet to a point on the north line of said E1/2E1/2NE1/4NW1/4;

Thence S 89°58'23" E, a distance of 148.71 feet along the north line of said E1/2E1/2NE1/4NW1/4 and the north line of the W1/2NW1/4NE1/4 of said Section 26;

Thence S 0°16'43" E, parallel to the west line of said E1/2E1/2NE1/4NW1/4, a distance of 238.71 feet;

Thence S 89°58'23" E, parallel to the north line of said W1/2NW1/4NE1/4, a distance of 208.71 feet;

Thence S 0°16'43" E, parallel to the west line of said E1/2E1/2NE1/4NW1/4, a distance of 248.29 feet;

Thence N 89°58'23" W, parallel to the north line of said W1/2NW1/4NE1/4 and the north line of said E1/2E1/2NE1/4NW1/4, a distance of 626.13 feet to a point on the west line of said E1/2E1/2NE1/4NW1/4;

Thence N 0°16'43" W, a distance of 487.00 feet along the west line of said E1/2E1/2NE1/4NW1/4 to the TRUE POINT OF BEGINNING.

SUBJECT TO the right-of-way of Indianhead Road along the north side of the above described parcel of land.

ALSO SUBJECT TO AND TOGETHER WITH a 60.00 foot wide ingress-egress and utility easement being the west 60.00 feet of the above described parcel of land.

ALSO SUBJECT TO the right-of-way of Smith Hemenway Lateral District.

AUTHORIZATION TO RECONVEY

TO: WASHINGTON COUNTY TITLE CO.
35 W. Idaho St.
Weiser, Idaho 83672

RE: Deed of Trust - Grantor: JESUS REYES and JUANITA REYES, husband and wife
Trustee: Washington County Title Co.
Beneficiary: WARREN SHEPARD and SALLYANN SHEPARD
Husband and Wife

When the debt evidenced by the above referenced Deed of Trust, which was recorded _____, as Instrument No. _____, records of Washington County, Idaho, has been paid in full, you are authorized to mark the Promissory Note "PAID", and prepare and deliver a Deed of Reconveyance.

The original Deed of Trust and Promissory Note are held by you under Escrow Collection Account No. 206-343.

The undersigned hereby certifies that they are the owners and holders of the debt evidenced by said Deed of Trust, and that the same has not been assigned or transferred.

Dated: 9/29/06


WARREN SHEPARD


SALLYANN SHEPARD

PROMISSORY NOTE

WEISER, IDAHO,

September 29, 2006

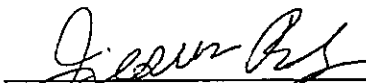
\$75,700.00

JESUS REYES and JUANITA REYES, husband and wife, **BUYER ** after date, for value received, we promise to pay to WARREN SHEPARD and SALLYANN SHEPARD, husband and wife, **SELLER** at the office of Washington County Title Co. 35 West Idaho St. Weiser, Idaho 83672 the sum of SEVENTY-FIVE THOUSAND SEVEN HUNDRED AND 00/100 DOLLARS. (\$75,700.00) in lawful money of the United States, with interest thereon from date of recording underlying deed of trust until paid, in like money, at the rate of EIGHT (8.0) per cent per annum, payable in monthly payments of FIVE HUNDRED FIFTY-FIVE AND 46/100 DOLLARS, (\$555.46) OR MORE, beginning October 29th, 2006 until paid. Additional payments made will not relieve the obligation to make a monthly payment on the 29th day of each month. There shall be no penalty for prepayment of principal.

This Promissory Note and Underlying Deed of Trust is Not Assumable Without Written Approval by the Seller/Lender.

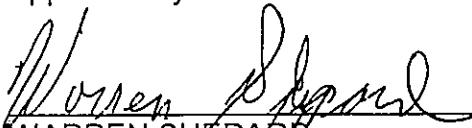
In case suit or action is instituted to collect this note, or any portion thereof, we promise to pay, besides the costs and disbursements allowed by law, a reasonable attorney's fee to be fixed by the court. If the interest on this note is not paid when such interest becomes due, the holder of this note may, at its option, declare the principal due and payable. Presentment, demand of payment, protest, and notice of non-payment and of protest is hereby waived.

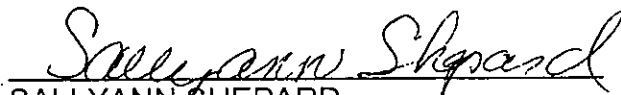
This note is secured by a Deed of Trust dated September 29th 2006


JESUS REYES


JUANITA REYES

Approved By:


WARREN SHEPARD


SALLYANN SHEPARD

Arimia - to Shepard - to Murray

RECEIVED

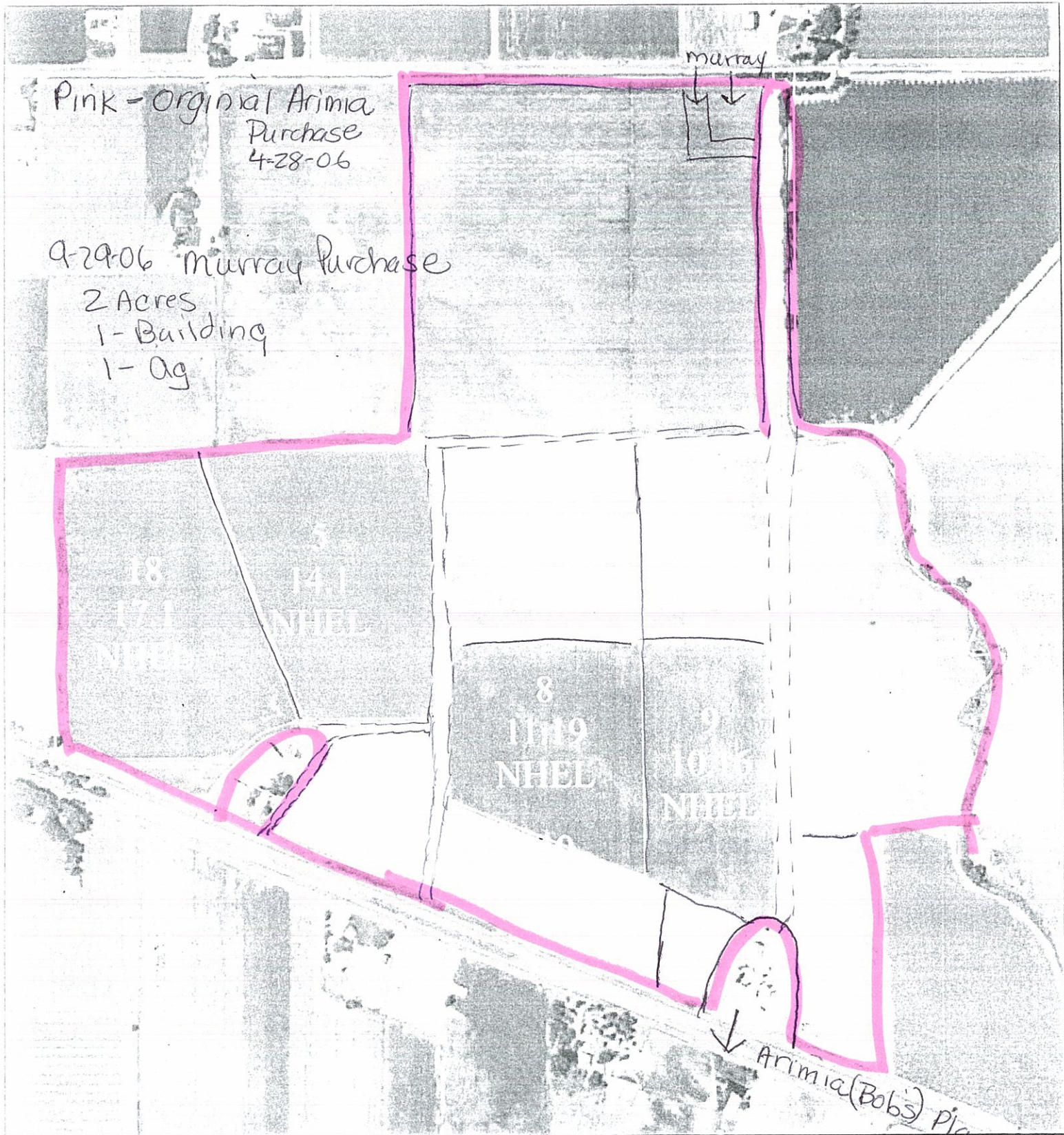
Q-29-06

2 Acres

APR 4 2008

Department of Water Resources

① 1 acre building site
with in other acre

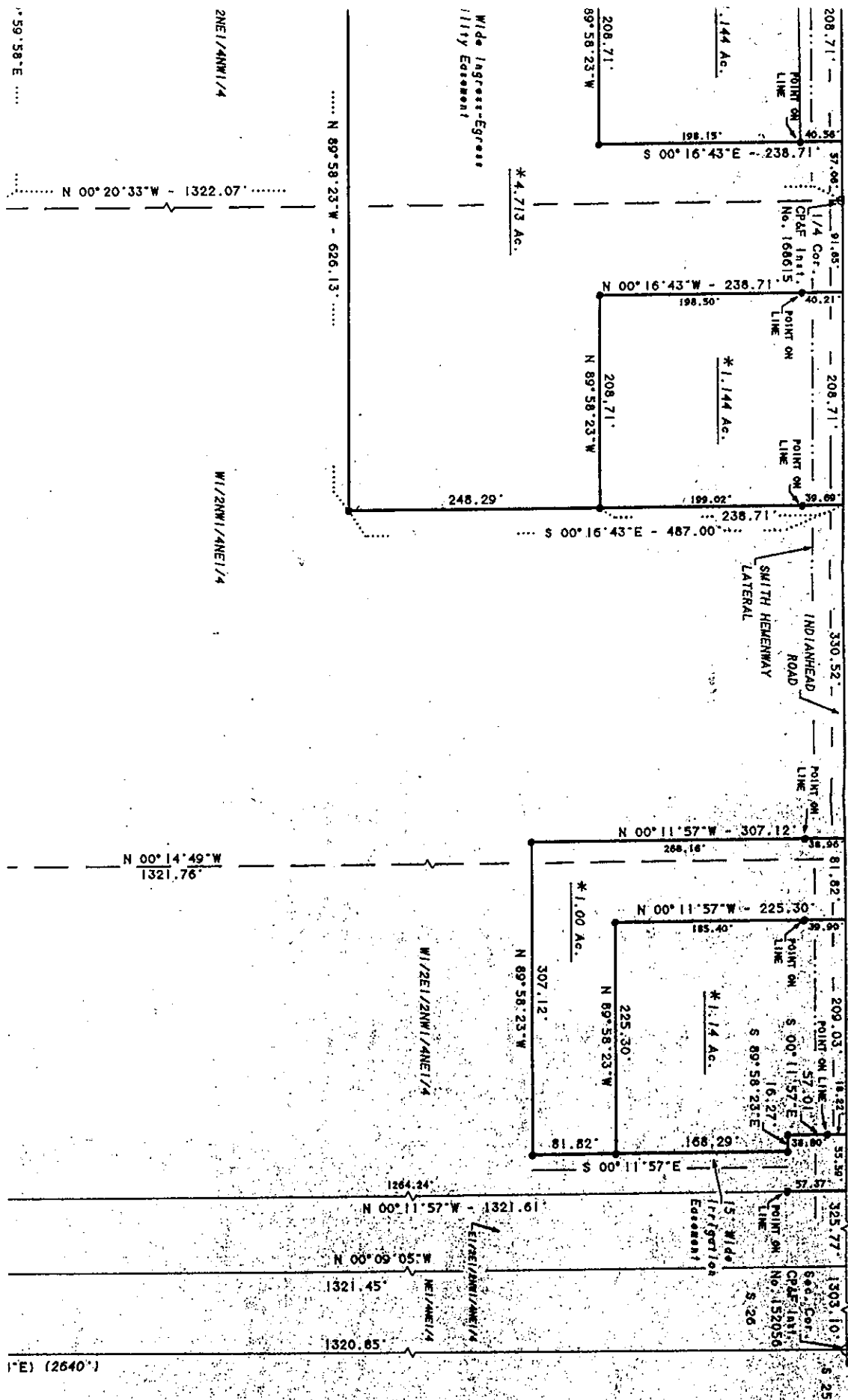


United States Department of Agriculture
Farm Service Agency

Farm 2378
Tract 2279

Washington County, ID





Washington County Title Co.

35 West Idaho St. Weiser, ID 83672

wctitle@ruralnetwork.net

Title Insurance
Escrow Service

(208) 414-1455
FAX (208) 414-1487

Escrow Closing 206_299 Seller Statement

Seller: Warren Shepard & Sallyann Shepard
Buyer: Frank C. Murray II & Kathe Murray
Property Address:

	Debit	Credit
Purchase Price:		\$55,900.00
Seller Contract:	\$44,720.00	
Earnest Deposit Received:	\$0.00	
Recording Fees:	\$12.00	
Warranty Deed (1/2) 9.00		
Deed of Trust (1/2) 15.00		
County Tax Proration based on 2005 Assessments: (Estimate)	\$31.11	
\$41.14 276 days (1/01/06 - 10/04/06)		
Irrigation Dist Proration based on 2005 Assessment: (Estimate)	NONE	
\$0.00 0 days (4/15/06 - **/**/06)		
Owners Title Insurance Re-Issue Premium	\$348.75	
Wire/Courjer Fee:	\$0.00	
Commission: Creed Noah Real Estate Company	\$3,354.00	
Escrow Closing Fee: (1/2) 190.00	\$95.00	
TOTAL	\$48,560.86	\$55,900.00
Payable To Seller at Closing	\$7,339.14	
Account Balance	\$55,900.00	\$55,900.00

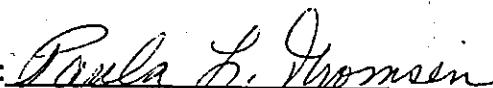
APPROVED This 29 day of Sept, 2006.

Payments in accordance with this statement are hereby authorized.


Warren Shepard
735 County Rd 70
Weiser, ID 83672

Sallyann Shepard

WASHINGTON COUNTY TITLE CO

By: 

Initials

FOR VALUE RECEIVED, WARREN SHEPARD and SALLYANN SHEPARD, husband and wife, the Grantors, do hereby, grant, bargain, sell and convey unto FRANK C. MURRAY II and KATHE MURRAY, husband and wife, the Grantees, whose address is 152 Rainbow Dr., #5268, Livingston, TX 77399, the following described real estate situated in Washington County, State of Idaho, to-wit:

See Attached Legal Description

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their successors and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that they are the owners in fee simple of said premises; that said premises are free from all incumbrances, and that they will warrant and defend the same from all lawful claims whatsoever.

DATED this 29th day of September, 2006.

WARREN SHEPARD

Sallyann Shepard
SALLYANN SHEPARD

STATE OF IDAHO)
 : ss
County of Washington)

On this 24th day of September, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared WARREN SHEPARD and SALLYANN SHEPARD, 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 affixed my seal the day and year first above written.

Paula L. Gromain
Notary Public for Idaho
Residing at Weiser, Idaho
Commission expires: 1-21-2004

PAULA L. THOMSEN
NOTARY PUBLIC
STATE OF IDAHO

Legal Description to Warranty Deed

IN WASHINGTON COUNTY, IDAHO:

Parcel 1

A parcel of land situated within the W1/2E1/2NW1/4NE1/4 and the W1/2NW1/4NE1/4 of Section 26, Township 11 North, Range 6 West, Boise Meridian, Washington County, Idaho, which parcel of land is more particularly described as follows:

Beginning at the northeast corner of the W1/2E1/2NW1/4NE1/4 of Section 26, T.11N., R.6W., B.M.;

Thence N 89°58'23" W, a distance of 264.62 feet along the north line of said W1/2E1/2NW1/4NE1/4 to the TRUE POINT OF BEGINNING;

Thence S 0°11'57" E, parallel to the east line of said W1/2E1/2NW1/4NE1/4, a distance of 225.30 feet;

Thence S 89°58'23" E, parallel to the north line of said W1/2E1/2NW1/4NE1/4, a distance of 225.30 feet;

Thence S 0°11'57" E, parallel to the east line of said W1/2E1/2NW1/4NE1/4, a distance of 81.82 feet;

Thence N 89°58'23" W, parallel to the north line of said W1/2E1/2NW1/4NE1/4 and the north line of the W1/2NW1/4NE1/4 of said Section 26, a distance of 307.12 feet to a point within said W1/2NW1/4NE1/4;

Thence N 0°11'57" W, parallel to the east line of said W1/2E1/2NW1/4NE1/4, a distance of 307.12 feet to a point on the north line of said W1/2NW1/4NE1/4;

Thence S 89°58'23" E, a distance of 81.82 feet along the north line of said W1/2NW1/4NE1/4 and the north line of said W1/2E1/2NW1/4NE1/4 to the TRUE POINT OF BEGINNING.

SUBJECT TO the right-of-way of Indianhead Road along the north side of the above described parcel of land.

ALSO SUBJECT TO the right-of-way of Smith Hemenway Lateral District.

Parcel II

A parcel of land situated within the W1/2E1/2NW1/4NE1/4 of Section 26, Township 11 North, Range 6 West, Boise Meridian, Washington County, Idaho, which parcel of land is more particularly described as follows:

Beginning at the northeast corner of the W1/2E1/2NW1/4NE1/4 of Section 26, T.11N., R.6W., B.M.;

Thence N 89°58'23" W, a distance of 55.59 feet along the north line of said W1/2E1/2NW1/4NE1/4 to the TRUE POINT OF BEGINNING;

Thence S 0°11'57" E, parallel to the east line of said W1/2E1/2NW1/4NE1/4, a distance of 57.01 feet;

Thence S 89°58'23" E, parallel to the north line of said W1/2E1/2NW1/4NE1/4, a distance of 16.27 feet;

Thence S 0°11'57" E, parallel to the east line of said W1/2E1/2NW1/4NE1/4, a distance of 168.29 feet;

Thence N 89°58'23" W, parallel to the north line of said W1/2E1/2NW1/4NE1/4, a distance of 225.30 feet;

Thence N 0°11'57" W, parallel to the east line of said W1/2E1/2NW1/4NE1/4, a distance of 225.30 feet to a point on the north line of said W1/2E1/2NW1/4NE1/4;

Thence S 89°58'23" E, a distance of 209.03 feet along the north line of said W1/2E1/2NW1/4NE1/4 to the TRUE POINT OF BEGINNING.

SUBJECT TO the right-of-way of Indianhead Road along the north side of the above described parcel of land.

ALSO SUBJECT TO the right-of-way of Smith Hemenway Lateral District.

ALSO TOGETHER WITH AND SUBJECT TO a 15 foot wide irrigation easement with the west boundary of said easement being the line described above as S 0°11'57"E, a distance of 168.29 feet along the east boundary of the above described parcel of land.

DEED OF TRUST

THIS DEED OF TRUST, Made this 29th day of September, 2006, BETWEEN FRANK C. MURRAY II and KATHE MURRAY, husband and wife herein called GRANTOR, whose address is 152 Rainbow Drive, #5268, Livingston, TX 77399, and WASHINGTON COUNTY TITLE CO, an Idaho Corporation, herein called TRUSTEE, and WARREN SHEPARD and SALLYANN SHEPARD, husband and wife, herein called BENEFICIARY, whose address is 735 County Rd. 70, Weiser, ID 83672

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 Washington, State of Idaho, described as follows and containing not more than forty acres:

SEE LEGAL DESCRIPTION ATTACHED

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 \$44,720.00, with final payment due: **September 29, 2011** 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 purposes, 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 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 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 right 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 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 the 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 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.

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 sum so secured or to declare default for failure so to pay.

3. 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 payment of 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 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 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 Trust, 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 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 obligation 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 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 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.

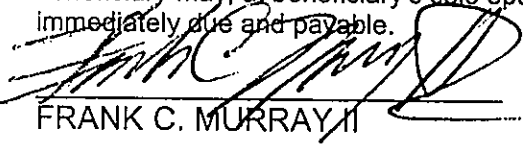
7. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular member includes the plural.

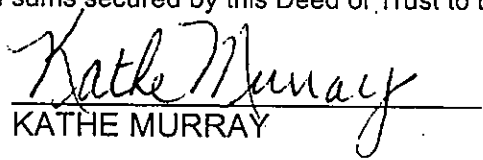
8. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee.

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.

If all or any part of the property described herein, or an interest therein is sold transferred or contracted to be sold or transferred in the future by agreement without the beneficiary's prior written consent, excluding a transfer by devise, descent or operation of law upon the death of a grantor, beneficiary may, at beneficiary's sole option, declare all sums secured by this Deed of Trust to be immediately due and payable.


FRANK C. MURRAY II


KATHE MURRAY

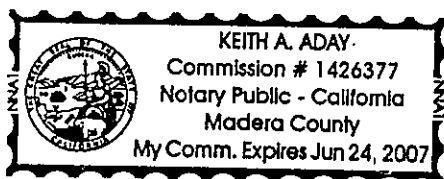
STATE OF CALIFORNIA)

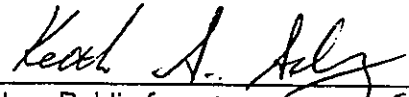
: ss

County of MADERA)

On this 2 day of October, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared FRANK C. MURRAY II and KATHE MURRAY, 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 affixed my seal the day and year first above written.




Notary Public for MADERA Co.
Residing at OAKHURST CA.
Commission expires: June 24, 2007

Instrument # 203121

WEISER, WASHINGTON, IDAHO

2006-10-04 02:55:00 No. of Pages: 4

Recorded for: WASHINGTON COUNTY TITLE

SHARON WIDNER

Ex-Officio Recorder Deputy

Index to: MORTGAGE

Fee: 12.00



Legal Description to Deed of Trust

A parcel of land situated within the W1/2E1/2NW1/4NE1/4 of Section 26, Township 11 North, Range 6 West, Boise Meridian, Washington County, Idaho, which parcel of land is more particularly described as follows:

Beginning at the northeast corner of the W1/2E1/2NW1/4NE1/4 of Section 26, T.11N., R.6W., B.M.;

Thence N 89°58'23" W, a distance of 55.59 feet along the north line of said W1/2E1/2NW1/4NE1/4 to the TRUE POINT OF BEGINNING;

Thence S 0°11'57" E, parallel to the east line of said W1/2E1/2NW1/4NE1/4, a distance of 57.01 feet;

Thence S 89°58'23" E, parallel to the north line of said W1/2E1/2NW1/4NE1/4, a distance of 16.27 feet;

Thence S 0°11'57" E, parallel to the east line of said W1/2E1/2NW1/4NE1/4, a distance of 168.29 feet;

Thence N 89°58'23" W, parallel to the north line of said W1/2E1/2NW1/4NE1/4, a distance of 225.30 feet;

Thence N 0°11'57" W, parallel to the east line of said W1/2E1/2NW1/4NE1/4, a distance of 225.30 feet to a point on the north line of said W1/2E1/2NW1/4NE1/4;

Thence S 89°58'23" E, a distance of 209.03 feet along the north line of said W1/2E1/2NW1/4NE1/4 to the TRUE POINT OF BEGINNING.

SUBJECT TO the right-of-way of Indianhead Road along the north side of the above described parcel of land.

ALSO SUBJECT TO the right-of-way of Smith Hemenway Lateral District.

ALSO TOGETHER WITH AND SUBJECT TO a 15 foot wide irrigation easement with the west boundary of said easement being the line described above as S 0°11'57"E, a distance of 168.29 feet along the east boundary of the above described parcel of land.

Arimia - to Shepard to Oldfield

May 14 2007

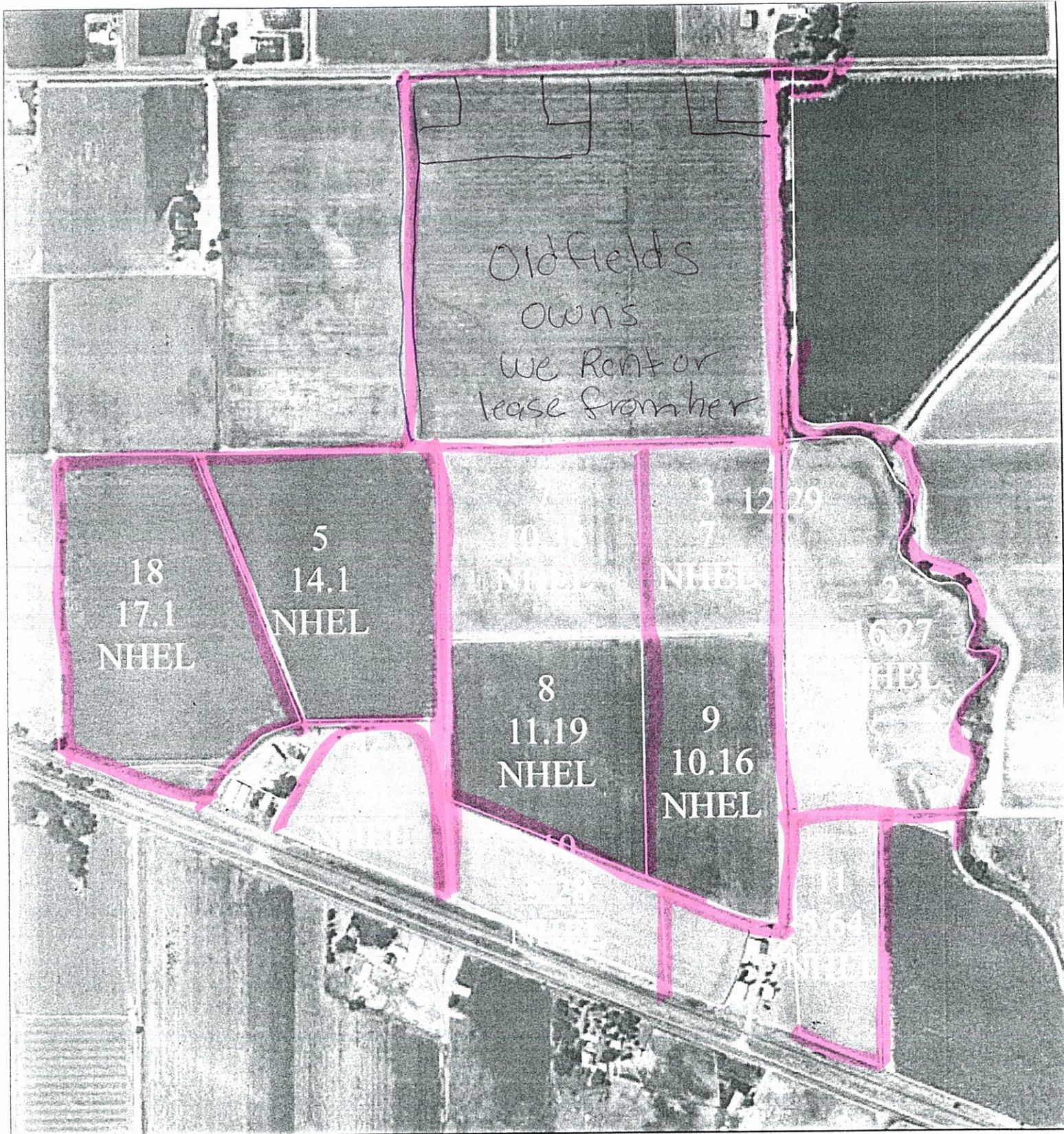
RECEIVED

APR 4 2008

Appr. 24 Acres - Farming

Department of Water Resources

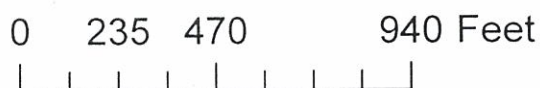
No Building Site

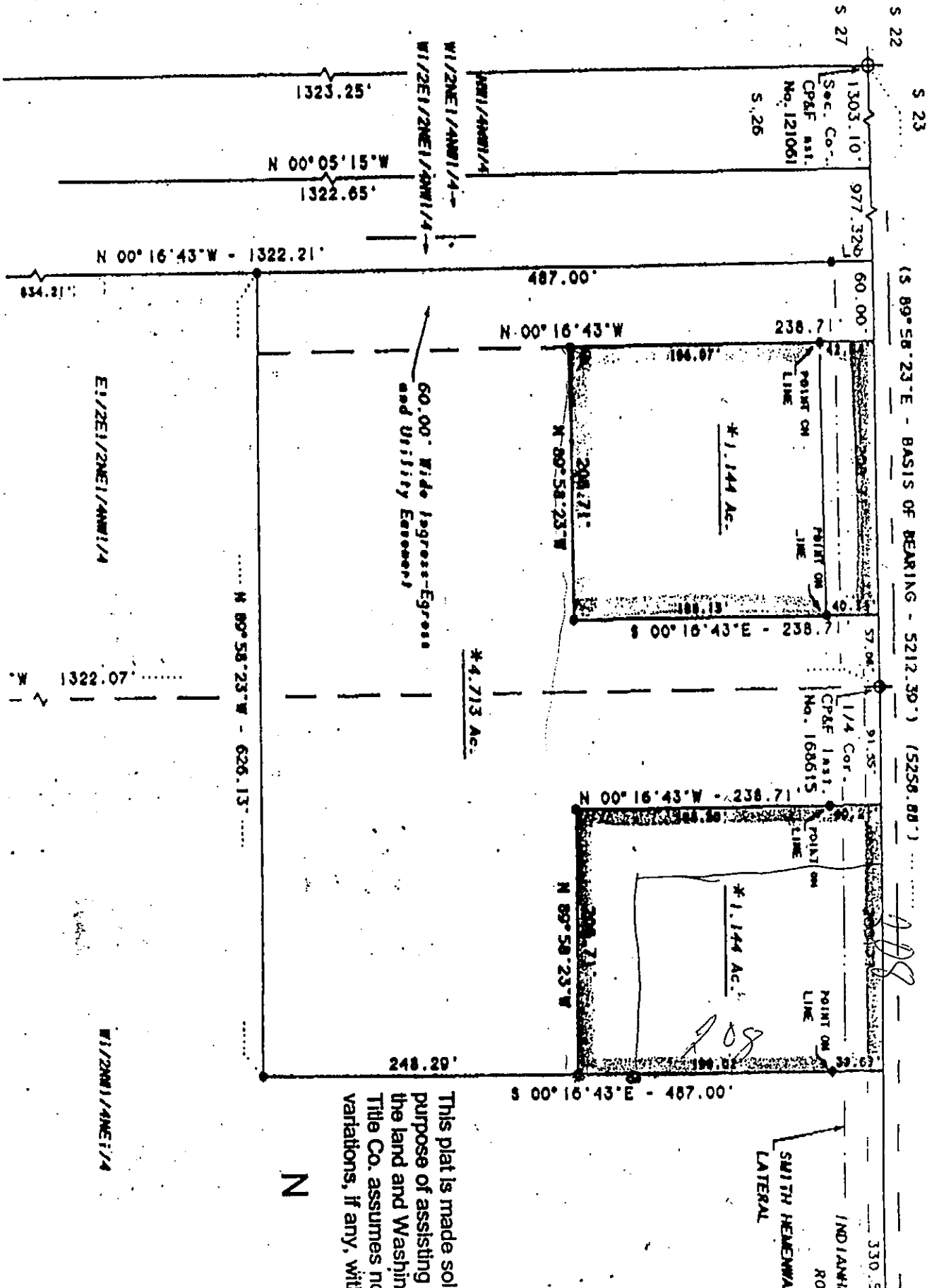


United States Department of Agriculture
Farm Service Agency

Farm 2378
Tract 2279

Washington County, ID





This plat is made solely for the purpose of assisting in locating the land and Washington County Title Co. assumes no liability for variations, if any, with actual sur

N



Initials

Legal Description for Warranty Deed

IN WASHINGTON COUNTY, IDAHO:

The $W\frac{1}{2}NW\frac{1}{4}NE\frac{1}{4}$, the $W\frac{1}{2}E\frac{1}{2}NW\frac{1}{4}NE\frac{1}{4}$, and $E\frac{1}{2}E\frac{1}{2}NE\frac{1}{4}NW\frac{1}{4}$ of Section 26 of Township 11 North, Range 6 West of the Boise Meridian.

SAVE AND EXCEPT: A parcel of land situated within the $E\frac{1}{2}E\frac{1}{2}NE\frac{1}{4}NW\frac{1}{4}$ of Section 26, Township 11 North, Range 6 West, Boise Meridian, Washington County, Idaho, which parcel of land is more particularly described as follows:

Beginning at the northwest corner of the $E\frac{1}{2}E\frac{1}{2}NE\frac{1}{4}NW\frac{1}{4}$ of Section 26, T.11N., R.6W., B.M.;

Thence S $89^{\circ}58'23''$ E, a distance of 626.13 feet along the north line of said $E\frac{1}{2}E\frac{1}{2}NE\frac{1}{4}NW\frac{1}{4}$;

Thence S $0^{\circ}16'43''$ E, parallel to the west line of said $E\frac{1}{2}E\frac{1}{2}NE\frac{1}{4}NW\frac{1}{4}$, a distance of 487.00 feet;

Thence N $89^{\circ}58'23''$ W, parallel to the north line of said $W\frac{1}{2}NW\frac{1}{4}NE\frac{1}{4}$ and the north line of said $E\frac{1}{2}E\frac{1}{2}NE\frac{1}{4}NW\frac{1}{4}$, a distance of 626.13 feet to a point on the west line of said $E\frac{1}{2}E\frac{1}{2}NE\frac{1}{4}NW\frac{1}{4}$;

Thence N $0^{\circ}16'43''$ W, a distance of 487.00 feet along the west line of said $E\frac{1}{2}E\frac{1}{2}NE\frac{1}{4}NW\frac{1}{4}$ to the TRUE POINT OF BEGINNING.

ALSO SAVE AND EXCEPT

A parcel of land situated within the $W\frac{1}{2}E\frac{1}{2}NW\frac{1}{4}NE\frac{1}{4}$ of Section 26, Township 11 North, Range 6 West, Boise Meridian, Washington County, Idaho, which parcel of land is more particularly described as follows:

Beginning at the northeast corner of the $W\frac{1}{2}E\frac{1}{2}NW\frac{1}{4}NE\frac{1}{4}$ of Section 26, T.11N., R.6W., B.M.;

Thence N $89^{\circ}58'23''$ W, a distance of 55.59 feet along the north line of said $W\frac{1}{2}E\frac{1}{2}NW\frac{1}{4}NE\frac{1}{4}$ to the TRUE POINT OF BEGINNING;

Thence S $0^{\circ}11'57''$ E, parallel to the east line of said $W\frac{1}{2}E\frac{1}{2}NW\frac{1}{4}NE\frac{1}{4}$, a distance of 57.01 feet;

Thence S $89^{\circ}58'23''$ E, parallel to the north line of said $W\frac{1}{2}E\frac{1}{2}NW\frac{1}{4}NE\frac{1}{4}$, a distance of 16.27 feet;

continued:

Legal Description continued:

Thence S 0°11'57" E, parallel to the east line of said W1/2E1/2NW1/4NE1/4, a distance of 250.11 feet;

Thence N 89°58'23" W, parallel to the north line of said W1/2E1/2NW1/4NE1/4, a distance of 307.12 feet;

Thence N 0°11'57" W, parallel to the east line of said W1/2E1/2NW1/4NE1/4, a distance of 307.12 feet to a point on the north line of said W1/2E1/2NW1/4NE1/4;

Thence S 89°58'23" E, a distance of 290.85 feet along the north line of said W1/2E1/2NW1/4NE1/4 to the TRUE POINT OF BEGINNING.

SUBJECT TO the right-of-way of Indianhead Road along the north side of the above described parcel of land.

ALSO SUBJECT TO the right-of-way of Smith Hemenway Lateral District.

ALSO TOGETHER WITH AND SUBJECT TO a 60.00 foot wide ingress-egress and utility easement along the West line of the above described parcel of land.

ALSO TOGETHER WITH AND SUBJECT TO a 15 foot wide irrigation easement with the west boundary of said easement being the line described above as S 0°11'57"E, a distance of 168.29 feet along the east boundary of the above described parcel of land.

COPY

DEED OF TRUST

Instrument # 205433
STATE OF IDAHO, COUNTY OF WASHINGTON
2007-05-15 04:13:00 No. of Pages: 5
Recorded for: WASHINGTON COUNTY TITLE C
SHARON WIDNER Fee: 15.00
Ex-Officio Recorder Deputy LMcknight
Index To: MORTGAGE
Electronically Recorded by Simplifile

THIS DEED OF TRUST, Made this 14th day of May, 2007, BETWEEN YONCHA OLDFIELD, a married person as her sole and separate property, herein called GRANTOR, whose address is 651 That Rd., Weiser, ID 83672, and WASHINGTON COUNTY TITLE CO, an Idaho Corporation, herein called TRUSTEE, and WARREN SHEPARD and SALLYANN SHEPARD, husband and wife, herein called BENEFICIARY, whose address is 735 County Rd. 70., Weiser, ID 83672.

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 Washington, State of Idaho, described as follows and containing not more than forty acres:

SEE LEGAL DESCRIPTION ATTACHED

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 \$176,000.00, with final payment due: MAY 15, 2012 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 purposes, 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 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 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 right 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 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

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.

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 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.

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 sum so secured or to declare default for failure so to pay.

3. 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 payment of 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 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 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 Trust, 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 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 obligation 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

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 thereof. Any person, including Grantor, Trustee, or Beneficiary, may purchase at such sale.

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 member includes the plural.

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.

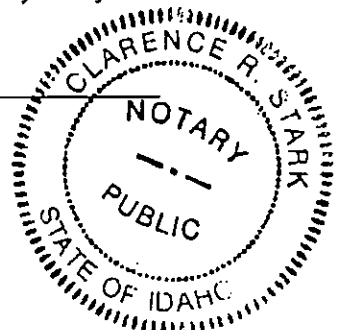
If all or any part of the property described herein, or an interest therein is sold transferred or contracted to be sold or transferred in the future by agreement without the beneficiary's prior written consent, excluding a transfer by devise, descent or operation of law upon the death of a grantor, beneficiary may, at beneficiary's sole option, declare all sums secured by this Deed of Trust to be immediately due and payable.

YONCHA OLDFIELD

On this 15 day of May, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared YONCHA OLDFIELD, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same.



 Notary Public for Idaho
 Residing at Weiser, Idaho
 Commission expires:
 9-7-2011



Legal Description for Deed of Trust

IN WASHINGTON COUNTY, IDAHO:

The $W\frac{1}{2}NW\frac{1}{4}NE\frac{1}{4}$, the $W\frac{1}{2}E\frac{1}{2}NW\frac{1}{4}NE\frac{1}{4}$, and $E\frac{1}{2}E\frac{1}{2}NE\frac{1}{4}NW\frac{1}{4}$ of Section 26 of Township 11 North, Range 6 West of the Boise Meridian.

SAVE AND EXCEPT: A parcel of land situated within the $E\frac{1}{2}E\frac{1}{2}NE\frac{1}{4}NW\frac{1}{4}$ of Section 26, Township 11 North, Range 6 West, Boise Meridian, Washington County, Idaho, which parcel of land is more particularly described as follows:

Beginning at the northwest corner of the $E\frac{1}{2}E\frac{1}{2}NE\frac{1}{4}NW\frac{1}{4}$ of Section 26, T.11N., R.6W., B.M.;

Thence S $89^{\circ}58'23''$ E, a distance of 626.13 feet along the north line of said $E\frac{1}{2}E\frac{1}{2}NE\frac{1}{4}NW\frac{1}{4}$;

Thence S $0^{\circ}16'43''$ E, parallel to the west line of said $E\frac{1}{2}E\frac{1}{2}NE\frac{1}{4}NW\frac{1}{4}$, a distance of 487.00 feet;

Thence N $89^{\circ}58'23''$ W, parallel to the north line of said $W\frac{1}{2}NW\frac{1}{4}NE\frac{1}{4}$ and the north line of said $E\frac{1}{2}E\frac{1}{2}NE\frac{1}{4}NW\frac{1}{4}$, a distance of 626.13 feet to a point on the west line of said $E\frac{1}{2}E\frac{1}{2}NE\frac{1}{4}NW\frac{1}{4}$;

Thence N $0^{\circ}16'43''$ W, a distance of 487.00 feet along the west line of said $E\frac{1}{2}E\frac{1}{2}NE\frac{1}{4}NW\frac{1}{4}$ to the TRUE POINT OF BEGINNING.

ALSO SAVE AND EXCEPT

A parcel of land situated within the $W\frac{1}{2}E\frac{1}{2}NW\frac{1}{4}NE\frac{1}{4}$ of Section 26, Township 11 North, Range 6 West, Boise Meridian, Washington County, Idaho, which parcel of land is more particularly described as follows:

Beginning at the northeast corner of the $W\frac{1}{2}E\frac{1}{2}NW\frac{1}{4}NE\frac{1}{4}$ of Section 26, T.11N., R.6W., B.M.;

Thence N $89^{\circ}58'23''$ W, a distance of 55.59 feet along the north line of said $W\frac{1}{2}E\frac{1}{2}NW\frac{1}{4}NE\frac{1}{4}$ to the TRUE POINT OF BEGINNING;

Thence S $0^{\circ}11'57''$ E, parallel to the east line of said $W\frac{1}{2}E\frac{1}{2}NW\frac{1}{4}NE\frac{1}{4}$, a distance of 57.01 feet;

Thence S $89^{\circ}58'23''$ E, parallel to the north line of said $W\frac{1}{2}E\frac{1}{2}NW\frac{1}{4}NE\frac{1}{4}$, a distance of 16.27 feet;

continued:

Legal Description continued:

Thence S 0°11'57" E, parallel to the east line of said W1/2E1/2NW1/4NE1/4, a distance of 250.11 feet;

Thence N 89°58'23" W, parallel to the north line of said W1/2E1/2NW1/4NE1/4, a distance of 307.12 feet;

Thence N 0°11'57" W, parallel to the east line of said W1/2E1/2NW1/4NE1/4, a distance of 307.12 feet to a point on the north line of said W1/2E1/2NW1/4NE1/4;

Thence S 89°58'23" E, a distance of 290.85 feet along the north line of said W1/2E1/2NW1/4NE1/4 to the TRUE POINT OF BEGINNING.

SUBJECT TO the right-of-way of Indianhead Road along the north side of the above described parcel of land.

ALSO SUBJECT TO the right-of-way of Smith Hemenway Lateral District.

ALSO TOGETHER WITH AND SUBJECT TO a 60.00 foot wide ingress-egress and utility easement along the West line of the above described parcel of land.

ALSO TOGETHER WITH AND SUBJECT TO a 15 foot wide irrigation easement with the west boundary of said easement being the line described above as S 0°11'57"E, a distance of 168.29 feet along the east boundary of the above described parcel of land.

PROMISSORY NOTE

COPY

WEISER, IDAHO,

May 15, 2007

\$176,000.00

YONCHA OLDFIELD, **BUYER ** after date, for value received, I promise to pay to WARREN SHEPARD and SALLYANN SHEPARD, husband and wife, **SELLER** at the office of Washington County Title Co. 35 West Idaho St. Weiser, Idaho 83672 the sum of ONE HUNDRED SEVENTY-SIX THOUSAND AND 00/100 DOLLARS. (\$176,000.00) in lawful money of the United States, with interest thereon from date of recording underlying deed of trust until paid, in like money, at the rate of EIGHT (8.0) per cent per annum, payable in monthly payments of ONE THOUSAND TWO HUNDRED NINETY-ONE AND 43/100 DOLLARS, (\$1,291.43) OR MORE, beginning JUNE 15TH, 2007 until paid. Additional payments made will not relieve the obligation to make a monthly payment on the 15th day of each month. There shall be no penalty for prepayment of principal.

This Promissory Note and Underlying Deed of Trust is Not Assumable Without Written Approval by the Seller/Lender.

In case suit or action is instituted to collect this note, or any portion thereof, we promise to pay, besides the costs and disbursements allowed by law, a reasonable attorney's fee to be fixed by the court. If the interest on this note is not paid when such interest becomes due, the holder of this note may, at its option, declare the principal due and payable. Presentment, demand of payment, protest, and notice of non-payment and of protest is hereby waived.

This note is secured by a Deed of Trust dated May 15, 2007

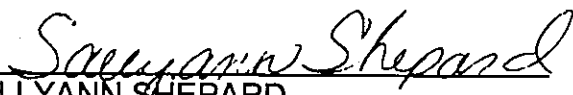


YONCHA OLDFIELD

Approved By:



WARREN SHEPARD



SALLYANN SHEPARD