

Return To:
MOUNTAIN WEST BANK

PO BOX 1059
COEUR D'ALENE, ID 83816-1059

NO 20991

Prepared By:
MOUNTAIN WEST BANK

PO BOX 1059
COEUR D'ALENE, ID 83816-1059

RECEIVED
JAN 11 2010
IDWR/North

[Space Above This Line For Recording Data]

DEED OF TRUST

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated July 25, 2005, together with all Riders to this document.
- (B) "Borrower" is GARY D JACQUART and JUANITA M JACQUART, HUSBAND AND WIFE

Borrower is the trustor under this Security Instrument.

(C) "Lender" is MOUNTAIN WEST BANK

Lender is a BANK
organized and existing under the laws of THE UNITED STATES OF AMERICA

0107955 018108423
IDAHO-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3013 1/01

VMP -6(ID) (0005)

Page 1 of 15 MW 05/00 Initials: _____

VMP MORTGAGE FORMS - (800)521-7291



Lender's address is PO BOX 1059, COEUR D'ALENE, ID 83816-1059

Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is LANDAMERICA, LAWYERS TITLE OF KOOTENAI COUNTY

(E) "Note" means the promissory note signed by Borrower and dated July 25, 2005
The Note states that Borrower owes Lender One Hundred Forty Three
Thousand Nine Hundred Dollars and no/100 Dollars
(U.S. \$ 143,900.00) plus interest. Borrower has promised to pay this debt in regular Periodic
Payments and to pay the debt in full not later than August 1, 2035

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check boxes as applicable]:

☒ Adjustable Rate Rider	☐ Condominium Rider	☐ Second Home Rider
☐ Balloon Rider	☐ Planned Unit Development Rider	☐ 1-4 Family Rider
☐ VA Rider	☐ Biweekly Payment Rider	☒ Other(s) [specify]

MANUFACTURED HOME RIDER

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard

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to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the
COUNTY of KOOTENAI :

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF FOR LEGAL DESCRIPTION.

Parcel ID Number: 53N03W-21-0600
10008 E REMINGTON RD
ATHOL
("Property Address"):

which currently has the address of
[Street]
[City], Idaho 83801 [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

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

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S.

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EXHIBIT "A"
LEGAL DESCRIPTION

THAT PORTION OF THE NORTHEAST QUARTER, SECTION 21, TOWNSHIP 53 NORTH,
RANGE 3 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, STATE OF IDAHO, DESCRIBED
AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 21;

THENCE NORTH 89 DEGREES 57' 48" WEST, ALONG THE NORTH LINE OF SAID
SECTION, 852.25 FEET TO A POINT;

THENCE SOUTH 0 DEGREES 44' 26" WEST, 1298.71 FEET TO A POINT;

THENCE SOUTH 85 DEGREES 20' 54" WEST, 365.43 FEET;

THENCE SOUTH 89 DEGREES 56' 35" WEST, 182.51 FEET TO THE POINT OF
BEGINNING;

THENCE CONTINUING SOUTH 89 DEGREES 56' 35" WEST, 182.5 FEET TO A
POINT;

THENCE NORTH 0 DEGREES 44' 26" EAST, 1329.38 FEET TO THE NORTH LINE OF SAID
SECTION 21;

THENCE SOUTH 89 DEGREES 57' 48" EAST, ALONG SAID NORTH LINE, 182.5 FEET TO
A POINT;

THENCE SOUTH TO THE TRUE POINT OF BEGINNING.

EXCEPT THAT PORTION LYING WITHIN THE COUNTY ROAD.

CLASS D

IDAHO

DRIVER'S
LICENSE

EXPIRES 08/13/2013

NUMBER: **CC212034B**

ISSUED: 09/12/2005



RSTS: B
ENDR: M

JACQUART, GARY DOUGLAS

**10008 E REMINGTON RD
ATHOL, ID 83801**

DATE OF BIRTH
08/13/1945

SEX: M
HEIGHT: 507
WEIGHT: 210
HAIR: BRN
EYES: BLU

DONOR

