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T-091861

Claim Number:	94-7755
Claim Fee:	\$25.00
Claimant(s):	BRETT AND SUSAN HYSELL
	15846 S WINTON ROAD
	CATALDO , ID
	83810
Claimed Purpose(s) of Use:	DOMESTIC

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Office address and phone number:

Idaho Department of Water Resources
7600 Mineral Dr. Suite 100
Coeur d'Alene, ID 83815
(208) 762-2800

SCANNED
OCT - 18 2010

Record and Return to:
Washington Mutual Bank
c/o ACS Image Solutions
12691 Pala Dr. MS156DPCA
Garden Grove, CA 92841

Claim # 94-7755

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State of Idaho

DEED OF TRUST

FHA Case No.

121-2056971-203B

Prepared By:
Melissa Fullmer
Lake Oswego, OR 97035

Lender #: 0070990106

THIS DEED OF TRUST ("Security Instrument") is made on
The Grantor is Brett R. Rysell and Susan B. Rysell

February 14, 2003

("Borrower"). The trustee is Alliance Title & Escrow Corp, 380 E PARKCENTER BLVD SUITE
105 BOISE, ID 83706

("Trustee"). The beneficiary is Washington Mutual Bank

which is organized and existing under the laws of United States of America, and
whose address is P.O. Box 91006 SAS0702 Seattle, WA 98111

("Lender"). Borrower owes Lender the principal sum of
Seventy Two Thousand Nine Hundred Seventy Five and 00/100-----
----- Dollars (U.S. \$ 72,975.00-----).

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OCT 18 2010

Claim # 94-7755
Brett & Susan
Hysell

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on March 1, 2018

. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to the Trustee, in trust, with power of sale, the following described property located in Kootenai County, Idaho:

Legal description attached hereto and made a part hereof.

which has the address of 15846 South Winton Road, Cataldo

Idaho 83810

[Zip Code] ("Property Address");

[Street, City],

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 seized 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.

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

1. **Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. **Monthly Payment of Taxes, Insurance and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

12-1-72

Part of the Southeast Quarter of the Southwest Quarter of Section 4, Township 48 North, Range 1 West, Boise Meridian, Kootenai County, State of Idaho, described as follows:

BEGINNING at a point from which the South Quarter corner of said Section 4 bears South $48^{\circ}26'$ East, 1121.1 feet; thence

South $61^{\circ}02'$ West, 81.7 feet; thence

North $23^{\circ}38'$ West, 182.8 feet; thence

North $75^{\circ}82'$ East, 73.7 feet; thence

South $26^{\circ}37'$ East, 163.6 feet to the PLACE OF BEGINNING.

Claim # 94-7755
Brett & Susan
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