

REAL PROPERTY AGREEMENT

THIS AGREEMENT made and entered into this _____ day of February, 2003, by and between JAMES K. PACK and MARTHA JEANETTE PACK, husband and wife, of 945 SW Rimrock, Prineville, OR 97754, herein referred to as "Sellers", and MIKE GREEN, a single person, and MELISSA REID, a single persons, of 1958 Highland Springs Road, St. Maries, Idaho 83861, herein referred to as "Buyers".

WITNESSETH:

For and in consideration of the mutual covenants and agreements herein contained, to be kept and performed by the parties hereto, Sellers hereby agree to sell to Buyers, and Buyers covenant and agree to purchase from Sellers, the following described real and personal property situated in Benewah County, State of Idaho, to-wit:

REAL PROPERTY:

The South Half of the East Half of the Northeast Quarter of the Southwest Quarter of the Northwest Quarter of Section 3, Township 45 North, Range 2 West of the Boise Meridian, Benewah County, Idaho.
(The South Half of Highland Springs #33)

The South Half of the West Half of the Northwest Quarter of the Southeast Quarter of the Northwest Quarter of Section 3, Township 45 North, Range 2 West of the Boise Meridian, Benewah County, Idaho.
(The South Half of Highland Springs #34)

TOGETHER WITH water rights (up to 40% of the water volume from an existing spring) and an easement for access to said spring and for a pipeline across that portion of the North Half of Highland Springs #33.

Said easement is for access to the above described spring and is for the

improvement and the right to repair and replace the water pipeline at its location across the South Half of Highland Springs #33 and #34.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining.

PERSONAL PROPERTY:

1973 Marlette Mobile Home (12' x 66'), VIN _____, situate on the real property above-described.

PURCHASE PRICE AND PAYMENT SCHEDULE:

It is agreed by and between the parties that the purchase price of the property above-described as being sold by Sellers to Buyers, and being purchased from Sellers by Buyers, is the sum of forty nine thousand and 00/100s dollars (\$49,000.00), together with interest on that part of the deferred balance of the purchase price remaining from time to time unpaid, at the rate of seven per cent (7%) per annum from the _____ day of _____, 2003, which is payable as follows:

The sum of four thousand and 00/100 dollars (\$4,000.00) has heretofore been paid by Buyers to Sellers as the down payment in connection with this transaction, and receipt thereof is hereby acknowledged by Sellers.

The sum of forty five thousand and 00/100 dollars (\$45,000.00), hereinafter referred to as the deferred balance of the purchase price will be paid at the times and in the manner as follows:

Buyers will pay to Sellers, through the escrow agent hereafter named, the sum of four hundred and 00/100 dollars (\$400.00), or more, on or before the 25th day of ~~March~~ ^{May}, 2003, and like payments of four hundred and 00/100s dollars (\$400.00), or more, will be made on or before the 25th day of each month thereafter until the 25th day of February, 2006. Thereafter, the sum of six hundred and 00/100 dollars (\$600.00) or more will be paid through the escrow agent hereafter named on or

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92-7033 domestic use 2 homes

SW 1/4 NW 1/4 & SE 1/4 of NE 1/4 section 3
45N 2W

SCANNED
JUN 09 2011

