

Recording Requested By and
When Recorded Return to:

First Security Corporation
401 W. Front Street
Boise, ID 83702

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

GENERAL WARRANTY DEED

This General Warranty Deed is made this 20TH day of April, 2011, between IDAHO INDEPENDENT BANK, hereinafter called the "Grantor," and FIRST SECURITY CORPORATION, which has a current mailing address of 401 W. Front Street, Boise, Idaho 83702, hereinafter called the "Grantee" witnesseth:

That Grantor has granted and does, by these presents, grant, bargain, sell, convey, and confirm unto Grantee and Grantee's successor and assigns forever, all of the following described real estate situated in the County of Kootenai, State of Idaho:

See Exhibit "A" attached hereto and incorporated herein by this reference.

Together with all and singular the buildings, structures, improvements, tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and all estate, right, title, and interest in and to the premises, as well in law as in equity.

To have and to hold the premises together unto Grantee and Grantee's successors and assigns forever.

Subject to those exceptions as set forth on Exhibit "B" attached hereto and incorporated herein by this reference, and those made, suffered or done by Grantee, or Grantee's successors and assigns; Grantor covenants to Grantee, and Grantee's successors and assigns: that Grantee, and Grantee's successors and assigns shall enjoy the quiet and peaceful possession of the premises; that Grantor is lawfully seized of the premises in fee simple and has the right and authority to convey the same to Grantee; that Grantor will, on demand of Grantee, or Grantee's successors or assigns, and at the expense of Grantor, execute any document or instrument necessary for the further assurance of the title to the premises that may be reasonably required; that Grantor's title to the premises is merchantable and free from all liens and

DANIEL J. ENGLISH 7P I 2296912000
KOOTENAI CO. RECORDER Page 1 of 7
AAA Date 12/30/2010 Time 15:35:56
REC-REQ OF PIONEER TITLE
RECORDING FEE: 28.00
2296912000 DD

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NON-MERGER DEED IN LIEU OF FORECLOSURE

FOR VALUE RECEIVED, TRIPLE GRACE, INC., an Idaho Corporation ("**Grantor**"), does hereby grant, bargain, sell, and convey unto IDAHO INDEPENDENT BANK or assigns ("**IIB**" or "**Grantee**"), whose address is 1260 W. Riverstone Dr., Coeur d'Alene, Idaho 83814, the real property described in **Exhibit 1** attached hereto and by this reference incorporated herein, situated in Kootenai County, Idaho, TOGETHER with all crops, improvements, appurtenances thereon or appertaining thereto of every kind and nature, including all rights, privileges, royalties, and easements appurtenant to the real property, including, without limitation, all timber, mineral rights, oil and gas rights, minerals, oil, gas and other hydrocarbon substances on and under the real property, as well as all development rights, air rights, all diversion payments or third party payments made to crop producers, water, water and riparian rights, water permits, wells, ditches, well rights and permits, ditch rights (including stock in utilities with ditch or irrigation rights) and water stock and shares relating to the real property, and any other easements, rights-of-way or appurtenances used in connection with the beneficial use and enjoyment of the real property (all of which are collectively referred to as the "**Property**").

TO HAVE AND TO HOLD the Property unto Grantee, its successors, assigns, and transferees forever and Grantor does hereby covenant to and with Grantee that they are the owners in fee simple of the Property.

TO HAVE AND TO HOLD the Property unto Grantee, its successors, assigns, and transferees forever, and Grantor does hereby covenant that the Property is free from all encumbrances and liens, except for those encumbrances set forth on the attached **Exhibit 2**, and that certain Mortgage executed by Grantor to Grantee, dated May 27, 2005, and recorded on May 27, 2005, as Instrument No. 1953141, records of Kootenai County, Idaho, as modified by that certain Modification of Mortgage dated June 15, 2006, and recorded on June 16, 2006, as Instrument No. 2037884000, records of Kootenai County, Idaho, as further modified by that certain Modification of Mortgage dated August 8, 2008, an recorded on August 13, 2008, as Instrument No. 2173556000, records of Kootenai County, Idaho, and as further modified by that certain Modification of Mortgage dated July 28, 2009, and recorded on August 11, 2009, as Instrument No. 2227134000 records of Kootenai County, Idaho (collectively, the "**Mortgage**"), and that Grantor will warrant and defend the same from all lawful claims whatsoever.

This Non-Merger Deed in Lieu of Foreclosure ("**Deed**") is absolute in effect and conveys to Grantee full, fee simple title in the Property. This Deed does not operate as a mortgage, trust deed, trust conveyance, or security device of any kind. Grantor acknowledges that the Deed of Trust is valid and binding and shall remain in full force and effect. This Deed does not effect a merger of the fee ownership and the lien of the Deed of Trust. The fee and the lien shall hereafter remain separate and distinct. Grantee reserves Grantee's rights to foreclose the Deed of Trust at any time as to any party with any claim, interest, or lien on the Property.

The consideration for this Deed, subject to the terms of the Estoppel Affidavit executed concurrently herewith dated effective December 23rd, 2010, and the terms of the Modification to Loan Agreement and Deed in Lieu of Foreclosure Agreement dated effective November 10, 2010, is the release of liability owed by Grantor, and John DeVries, Siony DeVries, and Quad Park, Inc., an Idaho corporation, each as a "Guarantor", secured against the Property by the described Deed of Trust.

The possession of the Property has been or will be promptly surrendered to Grantee. Grantor further covenants with Grantee that Grantee shall enjoy the same without any loss or disturbance, and that Grantor and all persons having or acquiring any interest in the Property through or for Grantor will, on demand, execute and deliver to Grantee any further assurances of the same as may be reasonably