

**IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS**

**IN RE THE GENERAL
ADJUDICATION OF RIGHTS TO
THE USE OF WATER FROM THE
COEUR D'ALENE-SPOKANE RIVER
BASIN WATER SYSTEM**

CIVIL CASE NUMBER:

49576

Ident. Number:

95-4277

Date Received:

Receipt No.:

**5/12/11
N 027115 A**

**NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW**

1. Name of Claimant(s):

Name	Address	City	State	Country	Postal Code
JOHN M. BREWSTER	212 IRONWOOD DR STE D-325	COEUR D ALENE	ID	USA	83814

2. Date of Priority:

Date	Explanation
6/1/1920	

3. Source:

Source	Tributary	Type
GROUND WATER	TRIBUTARY NOT NEEDED	

4. Point Of Diversion:

Township	Range	Section	Gov Lot	QQ	Q	County
47N	04W	33		SE	NE	KOOTENAI

5. Water is used for the following purpose(s):

Water Use	Number Of Homes	Stock		Description
DOMESTIC	1	-		
STOCKWATER	-			51 HEAD MIXED STOCK
		Type of Stock	Number of Stock	
		Mixed Stock	51 - 100	

6. Season(s) of Use:

Water Use	From Month/Day	To Month/Day
STOCKWATER	1 / 1	12 / 31
DOMESTIC	1 / 1	12 / 31

**SCANNED
MAY 12 2011**

7. Quantity:

Water Use	CFS	AF	KW
DOMESTIC	0.040	0.00	0.0
STOCKWATER	0.030	0.00	0.0

Totals:

CFS	AF	KW
0.060	0.00	

8. Place of Use:

Water Use	Township	Range	Section	QQ	Q	County	Gov Lot	Acreage
DOMESTIC	47N	04W	33	SE	NE	KOOTENAI	-	-
STOCKWATER	47N	04W	33	NE	SE	KOOTENAI	-	-
STOCKWATER	47N	04W	33	NW	SE	KOOTENAI	-	-
STOCKWATER	47N	04W	33	SE	NE	KOOTENAI	-	-
STOCKWATER	47N	04W	33	SW	NE	KOOTENAI	-	-
STOCKWATER	47N	04W	34	SW	NW	KOOTENAI	-	-

9. Basis of Claim:

Basis	WaterRight
Statutory Claim	95-4277

10. Signature(s):

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Coeur d'Alene-Spokane River Basin Adjudication." (b.) I/We do ___ do not ___ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: 3

For Individuals: I/We do solemnly swear or affirm under penalty of perjury that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s): _____ Date: _____
 _____ Date: _____

For Organizations: I do solemnly swear or affirm under penalty of perjury that I am

Pres of Fat Bustard Hay Company LLC
 Title Organization

that I have signed the foregoing document in the space below as

_____ of _____
 Title Organization

and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent John M Brewster Date 5-12-11

Title and Organization Pres Fat Bustard Hay Company LLC

John M Brewster

SCANNED
 MAY 12 2011

Parcel

Parcel Number	AIN	Situs Address
47N04W331100	145477	

Owner Information

Owner Name	FAT BASTARD HAY COMPANY LLC
Owner Address	212 IRONWOOD DR PMB 325 STE D COEUR D ALENE ID 83814
Transfer Date	01/01/2010

Location / Description

Tax Authority Group	066000	Current Legal Desc.	SE-NE, NE-SE EX TX#S 18202 & 18 823 33 47N 04W
Situs Address			
Acreage	77.4160		

Parcel Type

Property Class Code	534- Imp res rural tract
Neighborhood Code	5100 47-3W W OF LAKE,4W,5W,6W

Assessment Information

Appraisal Date	01-01- Current Year - 2010 2010	0	Prior Year - 2009	0	
Market Value Land	\$153,054	Homeowners Eligible Amt Land	\$0	Homeowners Eligible Amt Land	\$0
Market Value Improvement	\$0	Homeowners Eligible Amt Imp	\$0	Homeowners Eligible Amt Imp	\$0
Total Market Value	\$153,054	Sum Homeowners Eligible Amt	\$0	Sum Homeowners Eligible Amt	\$0
		Homeowners Exemption Allowed	\$0	Homeowners Exemption Allowed	\$0
Acreage	77.4160	Total Market Value	\$153,054	Total Market Value	\$191,318
		Homeowners Exemption Allowed	\$0	Homeowners Exemption	\$0
		Ag/Timber Exemption	\$96,503	Ag/Timber Exemption	\$137,035

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MAY 12 2011

**Kootenai County
Property Information**



1450 Northwest Blvd Ste 200 Coeur d'Alene, ID 83814
Phone: (208)867-8431 Fax: (208)208-866-0410

Property Address: 0

Owner Information

Name: Fat Bastard Hay Company LLC
Address: 212 Ironwood Dr Pmb 325 Ste D
City State ZIP: Coeur D Alene ID 83814

Assessor Information

Property ID #: 47N04W331100
Tax ID #: 145477
Section: 47N04W33
Instrument: 1798878-
TCA Code: 066000
Legal Description: SE-NE, NE-SE EX TX#'S 18202 & 18 823
Census Tract/Block: 002100/1051
Property Class: 534 - Imp res rural tract
Neighborhood Code: 5100
Front Feet: 0
Acres: 77.416
Taxes: \$471 - 2010



Property Picture

Improvement Information

Improvement Type:
Year Built: 0
Stories: 0.00
Heat:
Central Air:
Foundation:
Construction Type:
Total Sq. Ft.:
Finished Sq. Ft.: 0

Assessments

Year	Description	Value
2010	Market Land Value	\$153,054
2010	Market Impr Value	\$0
2010	Market Total Value	\$153,054
2010	Taxable Value	\$56,551

Value Details

Land Information

Land Description: 534 - Imp res rural tract
Zoning: County-RUR - RURAL
Sewer Avail.:
Waterfront: 0

Dwl	Ext	Type	Category	Value
	L00		19 Public ROW	\$0
	L00		03 Non-irr ag	\$32,000
2	L00		03 Non-irr ag USE VALUE	\$825
	L00		03 Non-irr ag	\$76,254
4	L00		03 Non-irr ag USE VALUE	\$39,318
	L00		06 Prod forest	\$44,800
6	L00		06 Prod forest USE VALUE	\$16,408

Sentry Dynamics, Inc. and its customers make no representations, warranties or conditions, express or implied, as to the accuracy or completeness of information contained in this report.

SCANNED
MAY 12 2011

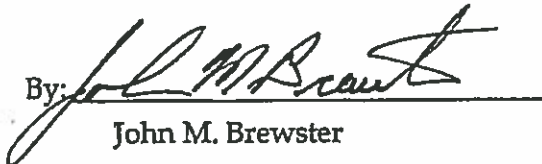
DANIEL J. ENGLISH SP I 2258807000
KOOTENAI CO. RECORDER Page 1 of 5
BBB Date 03/26/2010 Time 14:52:37
REC-REQ OF LUKINS & ANNIS
RECORDING FEE: 15.00
2258807000 DD 10

QUIT CLAIM DEED

FOR VALUE RECEIVED, BREWSTER BOAT WORKS, INC., an Idaho corporation, the surviving corporation after the merger into it of Brewster Boat Works, Inc., a California corporation ("Grantor"), whose address is Suite D, 212 Ironwood Drive, PMB 325, Coeur d'Alene, Idaho 83814, does hereby convey, release, remise, and forever quit claim unto FAT BASTARD HAY COMPANY, LLC ("Grantee"), whose address is Suite D, 212 Ironwood Drive, PMB 325, Coeur d'Alene, Idaho 83814, that certain real property, together with all appurtenances, located in Kootenai County, Idaho, which is more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference, including any after-acquired title.

DATED this 25 day of March, 2010.

BREWSTER BOAT WORKS, INC., an
Idaho corporation

By: 

John M. Brewster
Its President

SCANNED
MAY 12 2011

STATE OF IDAHO)

:SS

County of Kootenai)

On this 25th day of March, 2010, before me, Kristine M. Scott,
a Notary Public in and for the State of Idaho, personally appeared JOHN M. BREWSTER,
known or identified to me to be the President of the corporation that executed this
instrument or the person who executed the instrument on behalf of said corporation and
acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal hereto affixed the day and year first above
written.

Kristine M. Scott
Notary Public
State of Idaho

Kristine M. Scott

Notary Public for Idaho

Residing at Post Falls

Commission expires 12/21/2010

EXHIBIT "A"

Legal Description to Quitclaim Deed

PARCEL I:

The South one-half of the Southwest one-quarter of Section 34, and the Southeast one-quarter of the Southeast one-quarter of Section 33, all in Township 47 North, Range 4 West, Boise Meridian, EXCEPTING therefrom any portion which lies within the Railway Right of Way.

PARCEL II:

The South one-half of the Southwest one-quarter of Section 33, and the Southwest one-quarter of the Southeast one-quarter of Section 33, all in Township 47 North, Range 4 West, Boise Meridian.

PARCEL III:

The Southeast quarter of the Northwest quarter; the Northeast quarter of the Southwest quarter; the Southwest quarter of the Northeast quarter; and the Northwest quarter of the Southeast quarter, all in Section 33, Township 47 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, EXCEPT County Road.

*

PARCEL IV:

The Southeast Quarter of the Northeast Quarter, and the Northeast Quarter of the Southeast Quarter, all in Section 33, Township 47 North, Range 4 West of the Boise Meridian, Kootenai County, Idaho.

EXCEPTING THEREFROM that portion of the Northeast Quarter of the Southeast quarter of said Section 33 deeded to the Washington Water Power Company in Deed recorded April 29, 1926, in Book 85 of Deeds, page 570 and described as follows:

Beginning at the Southeast corner of the aforesaid land; thence

North on the Section 210 feet; thence

In a Southwesterly direction to a point on the South line of the aforesaid land; thence

300 feet East on the South line thereof to the Point of Beginning.

EXCEPTING THEREFROM a parcel of land located in the East half of Section 33, Township 47 North, Range 4 West, Boise Meridian, Kootenai County, State of Idaho, described as follows:

Beginning at the Northeast corner of said Section 33; thence

South 15°44'51" West, 2745.72 feet to the TRUE POINT OF BEGINNING; thence

South 89°07'59" West, 194.24 feet; thence

South 7°28'53" West, 194.15 feet; thence

EXHIBIT "A"

Legal Description to Quitclaim Deed

(continued)

South 11°12'13" East, 172.07 feet; thence

North 88°38'12" East, 225.90 feet; thence

North 6°19'29" West, 361.07 feet to a point of beginning;

Including also an easement for the purpose of ingress and egress described as follows:

Beginning at the Northeast corner of said Section 33; thence

South 15°44'51" West, 2745.72 feet; thence

South 89°07'59" West, 194.24 feet; thence

South 7°28'53" West, 175.15 feet to the true point of beginning;

thence along the centerline of a 20 foot wide strip of land as follows:

North 79° 36'29" West, 106.00 feet;

thence North 68° 03'28" West, 198.14 feet to the beginning of a tangent curve concave to the Northeast and having a radius of 105 feet and a central angle of 68° 31'03";

thence along said curve a distance of 125.56 feet;

thence North 0°27'35" East, 363.70 feet;

thence North 0°10'32" East 935.91 feet to a point on the centerline of an existing County Road, said point bears South 44°36'29" West, 1865.75 feet from the Northeast corner of said Section 33. (Note: the basis of bearings for this description is the North line of said Section 33, being South 89°58" East)

PARCEL V:

The North half of the Southwest Quarter and the North half of the Southeast Quarter of Section 34, Township 47 North, Range 4 West of the Boise Meridian, Kootenai County, Idaho.

Parcel VI:

A parcel of land located in the East half of Section 33, Township 47 North, Range 4 West, Boise Meridian, Kootenai County, State of Idaho, described as follows:

EXHIBIT "A"

Legal Description to Quitclaim Deed

(continued)

Beginning at the Northeast corner of said Section 33; thence

South 15°44'51" West, 2745.72 feet to the TRUE POINT OF BEGINNING; thence

South 89°07'59" West, 194.24 feet; thence

South 7°28'53" West, 194.15 feet; thence

South 11°12'13" East, 172.07 feet; thence

North 88°38'12" East, 225.90 feet; thence

North 6°19'29" West, 361.07 feet to a point of beginning;

including also an easement for the purpose of ingress and egress described as follows:

Beginning at the Northeast corner of said Section 33; thence

South 15°44'51" West, 2745.72 feet; thence

South 89°07'59" West, 194.24 feet; thence

South 7°28'53" West, 175.15 feet to the TRUE POINT OF BEGINNING.

thence along the centerline of a 20 foot wide strip of land as follows:

North 79° 36'29" West, 106.00 feet;

thence North 68° 03'28" West, 198.14 feet to the beginning of a tangent curve concave to the Northeast and having a radius of 105 feet and a central angle of 68° 31'03";

thence along said curve a distance of 125.56 feet;

thence North 0°27'35" East, 363.70 feet;

thence North 0°10'32" East 935.91 feet to a point on the centerline of an existing County Road, said point bears South 44°36'29" West, 1865.75 feet from the Northeast corner of said Section 33. (Note: the basis of bearings for this description is the North line of said Section 33, being South 89°58" East)

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49418

STATE OF IDAHO
COUNTY OF KOOTENAI
AT THE REQUEST OF _____
~~First American Title Company.~~
2003 MAY -8 P 1:48
DANIEL J. ENGLISH
DEPUTY
FEES 18-

STATE OF IDAHO
COUNTY OF KOOTENAI
AT THE REQUEST OF _____
~~First American Title Company~~
2002 DEC 18 P 4:15
DANIEL J. ENGLISH
DEPUTY
FEES 18-

RE-RECORD TO CORRECT GRANTEE
WARRANTY DEED

FOR VALUE RECEIVE, ARLENE J. JENNESKENS, also known as ARLENE JENNESKENS, AS HER SEPARATE PROPERTY, as to Parcel I, II, VI. DUANE H. JENNESKENS, AS HIS SEPARATE PROPERTY, as to Parcel III and ARLENE JENNESKENS, successor trustee of the HUBERT AND ARLENE JENNESKENS TRUST, as to Parcels IV and V, the Grantor, does hereby grant, bargain, sell and convey unto ~~BREWER BOAT WORKS INC.~~, a California Corporation, the grantee, whose address is RT 1 BOX 10D, Worley, IDAHO 83876 the following described premises, in Kootenai County Idaho, to wit:

****Brewster Boat Works Inc.

PARCEL I:

The South one-half of the Southwest one-quarter of Section 34, and the Southeast one-quarter of the Southeast one-quarter of Section 33, all in Township 47 North, Range 4 West, Boise Meridian, Excepting therefrom any portion which lies within the Railway Right of Way.

PARCEL II:

The South one-half of the Southwest one-quarter of Section 33, and the Southwest one-quarter of the Southeast one-quarter of Section 33, all in Township 47 North, Range 4 West, Boise Meridian.

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PARCEL III:

The Southeast quarter of the Northwest quarter; the Northeast quarter of the Southwest quarter; the Southwest Quarter of the Northeast Quarter; and the Northwest quarter of the Southeast quarter, all in Section 33, Township 47 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, EXCEPT County Road.



PARCEL IV:

The Southeast Quarter of the Northeast Quarter, and the Northeast Quarter of the Southeast quarter, all in Section 33, Township 47 North, Range 4 West of the Boise Meridian Kootenai County, Idaho.

EXCEPTING THEREFROM that portion of the Northeast Quarter of the Southeast quarter of said section 33 deeded to the Washington Water Power Company in deed recorded April 29, 1926, in Book 85 of Deeds. Page 570 and described as follows:

Beginning at the Southeast corner of the aforesaid land; thence North on the Section 210 feet; thence

In a Southwesterly direction to a point on the South line of the aforesaid land; thence 300 feet East on the South line thereof to the Point of Beginning.

EXCEPTING THEREFROM a parcel of land located in the East half of Section 33, Township 47 North, Range 4 West, Boise Meridian, Kootenai County, State of Idaho described as follows:

Beginning at the Northeast Corner of said Section 33; thence

South 15°44'51" West, 2745.72 feet to the TRUE POINT OF BEGINNING;
THENCE

South 89°07'59" West, 194.24 feet, thence

South 7°28'53" West, ~~194.15~~ feet, ~~thence~~

South 11°12'13" EAST, 172.07 feet, thence

North 88°38'12" East, 225.90 feet, thence

North 6°19'29" West, 361.07 feet to a point of beginning;

Including also an easement for the purpose of ingress and egress described as follows:

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Beginning at the Northeast corner of said Section 33; thence

South 15°44'51" West 2745.72 feet thence

South 89°07'59" West, 194.24 feet; thence

South 7°28'53" West, 175.15 feet to the true point of beginning;
thence along the centerline of a 20 feet wide strip of land as
follows:

North 79°36'29" West, 106.00 feet;

thence North 68°03'28" West, 198.14 feet to the beginning of a
tangent curve concave to the Northeast and having a radius of 105
feet and a central angle of 68°31'03";

thence along said curve a distance of 125.56 feet;

thence North 0°27'35" East, 363.70 feet;

thence North 0°10'32" East 935.91 feet to point on the centerline
of an existing County Road, said point bears South 44°36'29" West,
1865.75 feet from the Northeast Corner of said Section 33. (Note:
the basis of bearings for this description is the North line of
said Section 33, being South 89°58" East)

Parcel V:

The North Half of the Southwest Quarter and the North half of the
Southeast Quarter of Section 34, Township 47 North, Range 4 West,
Boise Meridian, Kootenai County, Idaho.

PARCEL VI:

Parcel of land located in the East half of Section 33, Township 47
North, Range 4 West, Boise Meridian, Kootenai County, State of
Idaho described as follows:

Beginning at the Northeast Corner of said Section 33; thence

South 15°44'51" West, 2745.72 feet to the True Point of Beginning;
thence

South 89°07'59" West, 194.24 feet; thence

South 7°28'53" West, 194.15 feet; thence

South 11°12'13" East, 172.07 feet; thence

North 88°38'12" East, 225.90 feet; thence

North 6°19'29" West, 361.07 feet to a point of beginning;

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Including also an easement for the purpose of ingress and egress described as follows:

Beginning at the Northeast Corner of said Section 33; thence

South 15°44'51" West, 2745.72 feet; thence

South 89°07'59" West, 194.24 feet; thence

South 7°28'53" West, 175.15 feet to the True POINT OF BEGINNING.

thence along the centerline of a 20 feet wide strip of land as follows:

North 79°36'29" West, 106.00 feet;

thence North 68°03'28" West, 198.14 feet to the beginning of a tangent curve concave to the Northeast and having a radius of 105 feet and a central angle of 68°31'03";

thence along said curve a distance of 125.56 feet;

thence North 0°27'35" East, 363.70 feet;

thence North 0°10'32" East 935.91 feet to a point on the centerline of an existing County Road, said point bears South 44°36'29" West, 1865.75 feet from the Northeast corner of said section 33, (Note: The basis of bearings for this description is the North Line of said Section 33, being south 89°58" East)

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantee, that they are the owner in fee simple of said premises; that they are free from all encumbrances except, subsequent years taxes, easements of record, and Reservations of record.

1798878

Dated December 16, 2002

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Arlene Jenneskens
ARLENE JENNESKENS

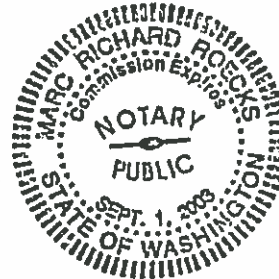
Duane H. Jenneskens
DUANE H. JENNESKENS

Arlene Jenneskens Successor Trustee
ARLENE JENNESKENS Successor Trustee

State of Washington)
) Ss.
County of Spokane)

On this 16th day of December 2002, before me a Notary Public in and for said State Personally appeared Arlene J. Jenneskens known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledge that she signed the same.

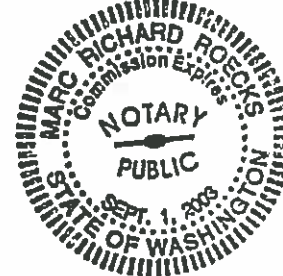
[Signature]
Notary Public for Washington
Residing at: Spokane
Commission Expires: 09-01-2003



State of Washington)
) Ss.
County of Spokane)

On this 16th day of December 2002, before me a Notary Public in and for said State Personally appeared Duane H. Jenneskens known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledge that he signed the same.

[Signature]
Notary Public for Washington
Residing at: Spokane
Commission Expires: 09-01-2003



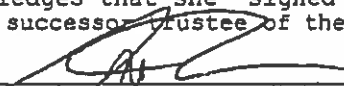
SCANNED
MAY 12 2011

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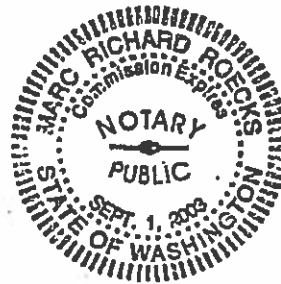
1798878

State of Washington)
) Ss.
County of Spokane)

On this 16th day of December 2002, before me a Notary Public in and for said State Personally appeared Arlene Jenneskens known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledges that she signed the same as her free and voluntary act and deed, as the successor trustee of the Hubert and Arlene Jenneskens Trust.



Notary Public for Washington
Residing at: Spokane
Commission Expires: 09-01-2003



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BOOK

85 PAGE 651

NOTICE OF CORRECTION

The undersigned are the parties to that certain Sale Agreement dated December 1st, 1975 and recorded in Kootenai County, Idaho in Book 81 at Page 610 under Recording No. 688233. The legal description on said sale agreement is incorrect in that the second paragraph mistakenly reads:

Section 33, Township 47 North, Range 4 West, N.M.
Said description is amended to read as follows:

Also the North Half of the Southwest Quarter and the North Half of the Southeast Quarter, Section 34, Township 47 North, Range 4 West B.M.

Dated this 1st day of October, 1976.

FLOYD L. BLACKMAN
FLOYD L. BLACKMAN

HULDA BLACKMAN
HULDA BLACKMAN

ROBERT JENNESKENS
ROBERT JENNESKENS

ARLENE JENNESKENS
ARLENE JENNESKENS

STATE OF
COUNTY OF

On this day personally appeared before me FLOYD L. BLACKMAN and HULDA BLACKMAN, to me known to be the individuals described in and who executed the within and foregoing documents and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 1st day of October, 1976.

Notary Public in and for the State of
residing at Spokane, Washington

1978

BLACKMAN & HULMAN
ATTORNEYS
920 6310
MULLAN SQUARE
E. 6010 MIDDLIN
SPOKANE, WASHINGTON 99204

Picture for: Federal and State
Rev. 1973
Spokane, Wash.
99204

SCANNED
MAY 12 2011

5715MF



PIONEER NATIONAL TITLE INSURANCE

 ATTORNEY COMPANY
 Filed for Record at Request of

1656578

 TO _____

1485559

THIS SPACE RESERVED FOR RECORDER'S USE

 STATE OF IDAHO } ss
 COUNTY OF KOOTENAI }
 AT THE REQUEST OF
 NORTH IDAHO TITLE INS.

APR 8 9 54 AM '87

DANIEL J. ENGLISH

FEE\$ DEPUTY 3.00

REVENUE STAMPS

 STATE OF IDAHO } ss
 COUNTY OF KOOTENAI }
 AT THE REQUEST OF

Nov 16 3 09 PM '00

DANIEL J. ENGLISH

DEPUTY

FORM L88

Statutory Warranty Deed

THE GRANTOR FLOYD L. BLACKMAN AND HULDA BLACKMAN, husband and wife

for and in consideration of Ten dollars and other good and valuable consideration

 in hand paid, conveys and warrants to HUBERT JENNESKENS AND ARLENE JENNESKENS,
 husband and wife

 the following described real estate, situated in the County of Kootenai, State of
 Idaho; Rt 1 Box 11, Worley, Idaho 83816

 The North half of the Northeast quarter, the Southeast quarter of the
 Northeast quarter, and the Northeast quarter of the Southeast quarter,
 all of Section 33, Township 47 North, Range 4, West B.M.

 ALSO the North half of the Southwest quarter and the North half of the
 Southeast quarter of Section 34, Township 47 North, Range 4 West, B.M.

 LESS that portion of the Northeast quarter of the Southeast quarter of
 said Section 33 deeded to the Washington Water Power Company in Deed
 recorded April 29, 1926, in Book 85 of Deeds, page 570 and described
 as follows:

 Beginning at the Southeast corner of the aforesaid land thence North
 on the Section 210 feet; thence in a Southwesterly direction to a
 point on the South line of the aforesaid land thence 300 feet East on
 the South line thereof to the POINT OF BEGINNING;

ALSO LESS road Right of Way;

SUBJECT TO:

 Easements, restrictions, reservations of record and provisions common
 to the district;

*being re-recorded to correct legal as attached notice

Dated this

1 day of December, 1975

Floyd L. Blackman (SEAL)

Hulda Blackman (SEAL)

STATE OF WASHINGTON, } ss.

County of Spokane

On this day personally appeared before me Floyd L. Blackman and Hulda Blackman

 to me known to be the individual s described in and who executed the within and foregoing instrument, and
 acknowledged that they signed the same as their free and voluntary act and deed, for the
 uses and purposes therein mentioned.

GIVEN under my hand and official seal this

1 day of December, 1975

 Notary Public in and for the State of Washington,
 residing at Spokane

 SCANNED
 MAY 12 2011

9593

Filed for Record at the Request of:

NAME: Hubert & Arlene Jenneskens
ADDRESS: Rte. 1, Box 11
Worley, ID 83876

STATE OF IDAHO
COUNTY OF KOOTENAI } SS
AT THE REQUEST OF
Dwight Gabbert

SEP 9 10 21 AM '93

Dwight Gabbert
FEE \$ *30.00* DEPUTY

QUIT CLAIM DEED

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME,
GREETINGS:

KNOW YE, THAT WE, THE GRANTORS, HUBERT and ARLENE JENNESKENS for and in consideration of love and affection for the beneficiaries of the trust, convey and quit claim to themselves as Trustees under the terms of the THE HUBERT & ARLENE JENNESKENS TRUST, the following described real estate, situated in the County of Kootenai, State of Idaho, including any after acquired title:

* Parcel #47N04W-33-1100 - 33 47N 04W, N2-NE, SE-NE, NE-SE.

Parcel #E-FM-0-74W-33-001 - 33 47N 04W.

Parcel #47N04W-34-5200 - 34 47N 04W, N2-SW, N2-SE, Kootenai County, Idaho.

DATED this 29th day of AUGUST, 1993.

Hubert Jenneskens
HUBERT JENNESKENS

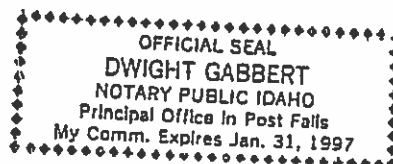
Arlene Jenneskens
ARLENE JENNESKENS

STATE OF IDAHO)
) ss.
COUNTY OF KOOTENAI)

On this day personally appeared before me Hubert and Arlene Jenneskens. I certify that they are to me known to be the individuals described herein and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 29th day of AUGUST, 1993.

Dwight Gabbert
NOTARY PUBLIC in and for the State of Idaho
Residing at Post Falls
My Commission expires: 1/31/93



SCANNED
MAY 12 2011

Order # 8782

BOOK 81 PAGE 610

688433

SALE AGREEMENT

THIS AGREEMENT made and entered into this 1st day of December 1975, by and between FLOYD L. BLACKMAN and HULDA BLACKMAN, husband and wife as vendors, and HUBERT JENNESKENS and ARLENE JENNESKENS, husband and wife as purchasers,

W I T N E S S E T H:

That the vendors agree to sell to the purchasers and the purchasers agree to purchase of the vendors upon the terms and conditions hereinafter set forth, the following described real estate situate in Kootenai County, State of Idaho, to-wit:

The North half of the Northeast Quarter, the Southeast Quarter of the Northeast Quarter, and the Northeast Quarter of the Southeast Quarter, all of Section 33, Township 47 North, Range 4 West B.M.

ALSO the North half of the Southwest Quarter and the North half of the Southeast Quarter of Section 33, Township 47 North, Range 4 West B.M.

LESS that portion of the Northeast Quarter of the Southeast Quarter of said Section 33 deeded to the Washington Water Power Company in Deed recorded April 29, 1926 in Book 85 of Deeds, page 570 and described as follows:

Beginning at the Southeast corner of the aforesaid land thence North on the Section 210 feet, thence in a Southwesterly direction to a point on the South line of the aforesaid land thence 300 feet East on the South line thereof to the POINT OF BEGINNING.

ALSO LESS road right of way. Consisting of approximately 320 acres, more or less.

TERMS:

The full purchase price which the purchasers agree to pay to the vendors and which the vendors agree to accept from the purchasers for the above described property is \$115,000.00. The sum of \$8,000.00 has this date been paid by the purchasers to the vendors, the receipt of which is hereby acknowledged. The balance of the purchase price in the sum of \$107,000.00 shall be paid in the following manner:

1. The purchasers agree to pay annual installments of \$10,000.00, including interest.
2. The first annual installment due under the terms of this agreement shall be paid on or before the 15th day of November, 1977 and a like installment on or before the 15th day of each and every November thereafter until all sums both principal and interest due under the terms of this agreement have been paid in full.

2-33 P

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1975
10

Notary Public

My Comm. Expires

Witness to Purchaser - E 17621 Country Ave.
Greenwood, Wn.

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MAY 12 2011

3. This agreement shall bear interest at the rate of 7½% per annum at all times upon the declining balance hereof, beginning on the 1st day of December, 1975.
4. In addition to regular annual installments called for herein the purchasers shall make two balloon payments. The first such payment in the sum of \$10,000.00 shall be paid on or before March 1, 1976, and the second such payment in the sum of \$12,000.00 shall be paid on or before July 1, 1976.
5. All payments received under the terms of this agreement shall be applied first to interest and the balance to principal.
6. The purchasers shall not pay more than \$8,000.00 in the calendar year of 1975, nor shall the purchasers pay more than \$22,000.00 in the calendar year of 1976, nor shall the purchasers pay more than \$10,000.00 in the calendar years of 1977, 1978, 1979, or 1980.
7. After January 1, 1981 the purchasers, may at their option, pay any or all of the unpaid principal balance of this agreement in addition to the annual payment, provided however, that should any payment of the unpaid principal of this agreement in excess of normal annual payments result in additional income tax to the vendors, the purchasers agree to pay to the vendors annually the difference between the income tax due because of payment prior to normal maturity and the income tax which the purchasers would have paid on the income from this agreement had this agreement been amortized at \$10,000.00 per year, including interest. This provision shall be applicable only during the natural life of the vendors herein and shall not inure to the benefit of their heirs, successors or assigns.
8. The vendors at their option may occupy the buildings now located on the above described property until July 1, 1976, without charge.
9. The vendees agree to grant unto HERBERT RICHEL the right of ingress and egress over and across that portion of the Northeast corner of Section 33, Township 47 North, Range 4 West, Kootenai County, Idaho, which HERBERT RICHEL has historically used with the consent of the vendors herein. The grant will be exclusive to HERBERT RICHEL for so long as he shall adjoin the above described property and continues to make beneficial use thereof.
10. The above purchase price includes all crops now planted and growing on the above described property. Purchasers have inspected the property and accept it "as is". Purchasers may clear land

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of tree stumps as needed.

11. Purchasers covenant and agree to insure the home on the above described property for not less than \$11,000.00 or to the extent of it's insurable value, and to also insure all other structures on said premises to the extent of their insurable value.

12. The above purchase price includes certain titled vehicles listed on a bill of sale held in this escrow. The vendors shall register the title to said vehicles in the purchasers name, retaining a security interest therein. The purchasers agree to pay any sales tax due in the State of Idaho in connection with the transfer of the title to said vehicles. The bill of sale and title certificates, together with releases of interest and powers of attorney shall be placed in this escrow and the escrow agent is instructed to deliver the same to the purchasers at such time as both balloon payments called for herein have been paid.

13. The above purchase price also includes certain items of farm equipment listed on a bill of sale held in this escrow. It is expressly agreed between the parties that the title to the equipment shall remain in the vendors until such time as the principal balance of this agreement has been reduced to \$85,000.00, at which time the escrow agent is authorized and instructed to deliver the bill of sale and termination statement to the purchasers. Purchasers have executed a security agreement of even date, a copy of which is attached hereto and by this reference made a part hereof. The default and remedy provisions of said security agreement shall be cumulative with the forfeiture provisions herein and a breach of either shall constitute a breach of both. The purchasers covenant and agree to pay any sales tax due the State of Idaho in conjunction with the sale of said equipment.

14. Wayne H. Tefft & Company has acted as broker in this transaction and the vendor is indebted to said broker in the sum of \$8,050.00. The escrow agent is hereby authorized and instructed to pay to said broker the sum of \$4,025.00, without interest, from the March 1, 1976 balloon payment as it is received under the terms of this agreement. The escrow agent is further authorized and instructed to pay to said broker the sum of \$4,025.00 together with 7½% interest from the date hereof from the July 1, 1976 balloon payment as it is received under the terms of this agreement. A forfeiture or assignment of this contract shall not relieve the vendors

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of the obligation to pay the aforesaid commission in full. In the event the vendors send a notice of forfeiture to the purchasers, the vendors shall also send a copy of the notice to the broker. Any additional escrow fee charged to disburse to the broker shall be the obligation of the vendors.

The purchasers shall have possession of said property on December 1, 1975 and shall continue in such possession as long as they shall comply fully with the terms of this agreement.

It is agreed that the vendor's deed, together with a copy of this agreement, shall be placed in escrow with the Bank of Fairfield, at Fairfield, Washington, which is hereby appointed escrow agent hereunder. Said escrow agent is hereby authorized to receive monies under the terms of this agreement and to issue the vendors' receipts therefor, and when the terms of this agreement are fully complied with, to deliver said deed and escrow papers to the purchaser. Each of the parties hereto agree to pay one-half of the escrow fee charged by the Escrow Agent.

Should the purchasers fail to make the payments or to keep and perform any of the covenants and agreements herein mentioned, the same shall constitute a forfeiture of this agreement and thereupon, the vendors, at their option, may declare such forfeiture by written notice to the purchasers, and at the expiration of thirty (30) days, the terms of this agreement meanwhile not having been complied with, the vendors may enter into said premises and take possession of them, and this agreement shall be at an end and null and void, and the purchasers shall forfeit to the vendors as liquidated damages all payments made hereunder, and immediately surrender possession of said premises, but the failure of the vendors to declare a forfeiture at any time upon violation of any of the terms of this contract by the purchasers shall be deemed only an indulgence by the vendors of that particular time and shall not be construed to be a waiver of any rights of the vendors specified herein.

In the event forfeiture is declared, all payments coming due during the thirty-day redemption period named therein, shall be automatically delinquent and must be paid in addition to the sums named in said forfeiture during the said thirty-day period to reinstate the contract.

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The purchasers agree to keep the premises in good repair, not to permit or commit any waste, to pay all taxes and assessments on said property before the same shall become delinquent, and to keep the buildings on said premises continuously insured for not less than the full unpaid balances, to the extent of the insurable value of said premises, of this contract and any other superior liens or contracts in a standard fire insurance company, with loss, if any, payable to the parties in interest as their interest may appear, and to pay the premiums on all such insurance before delinquency; also fire insurance and title insurance policies will be placed in escrow with this contract.

The purchaser hereunder assumes all risk of loss or damage from any and all causes to the whole or any part of the property covered hereby, and such loss or damage shall not affect any of the obligations of the purchaser under this contract.

Any notice, demand or communication to be given by either party to this contract to the other party shall be in writing and transmitted, to the other party by either registered or certified mail addressed to said party at their address shown below, provided that either party may change his place of address by notice to the other party given as herein provided. The mailing and registering of any such notice, demand or communication as herein provided shall be a sufficient service thereof; and service in any other manner shall be sufficient only if receipt thereof be acknowledged in writing by the party who is served.

In the event such notice is sent by the vendors, the escrow holder is hereby authorized and instructed to require the immediate payment by purchasers of the sum of Fifty Dollars (\$50.00) in addition to all other demands in said notice, before said forfeiture is released, or, at the option of the vendors, expressed in writing to add the amount of Fifty Dollars (\$50.00) to the unpaid balance of this contract; such amount being for reasonable attorney's fees and costs of said notice. Such action shall be taken at such time as the escrow agent shall have received a copy of the notice and evidence that said notice has been properly mailed.

In case any action shall be brought to enforce any of the terms of this contract, or to forfeit the same, the prevailing party shall be entitled to judgment for costs and disbursements.

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provided by law and a reasonable sum for attorney's fees in said suit or action.

The vendors agree to furnish a Title Insurance policy certified to date, unless otherwise specified, showing title free from encumbrance, except any mortgages or prior contracts as set forth on the reverse side hereof and except any special assessments as set forth on the reverse side hereof, and it being understood, however, that for the purpose of this instrument, the following shall not be considered as encumbrances: Reservations contained in any of the forms of patent or deed commonly used by the United States of America, the State in which the property is located, the Northern Pacific Railroad Company or the Northern Pacific Railway Company; building restrictions common to the platted tract in which the property is situate; easements for private driveways in city limits or public roads actually in use as such; easements for telephone, sewer, gas, water or electric service; contracts common to the tract in which the property is situate with reference to supplying water and electricity to the premises and the operation of irrigation and electric systems.

The vendors have made a good and sufficient deed conveying said premises to the purchaser free and clear of all liens and encumbrances except those encumbrances set forth in the preceding paragraph, or on the deed.

Time is of the essence of this agreement.

PURCHASERS:

Robert J. Demme

Wm. J. Demme

Wm. J. Demme, Treasurer
Purchasers' Address

VENDORS:

Edward F. Blackman

Wm. J. Demme

Wm. J. Demme, Treasurer
Vendors' Address

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MAY 12 2011

PIONEER NATIONAL TITLE INSURANCE

A TICO COMPANY

Filed for Record at Request of

THIS SPACE RESERVED FOR RECORDER'S USE

TO _____

BILL OF SALE

FORM L 228

KNOW ALL MEN BY THESE PRESENTS: That FLOYD L. BLACKMAN AND HULDA BLACKMAN, husband and wife of County of Kootenai, State of Idaho, the parties of the first part, for and in consideration of the sum of

Dollars

lawful money of the United States of America, to them in hand paid by HUBERT JENNESKENS AND ARLENE JENNESKENS, husband and wife the parties of the second part, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and deliver unto the said parties of the second part, the following described personal property now located at _____ in the City of _____, County of Kootenai and State of Idaho, to-wit:

D-4 tractor with blade & scoop	5 sections drag harrow
D-2 tractor	DeLaval cream separator
International baler	Older combine
John Deere rake	Small 10' EZ flow fertilizer spreader
1000' to 1500' lumber at Charles Smith's mill	Hay elevator
Electric feed mixer	Grain elevator
Hammer mill	John Deere #5 mowing machine
2-John Deere Model "A" tractors	John Deere manure spreader
Off-set disc	John Deere weed sprayer
Older International Harvester drill	Misc. other goods
4-bottom 16" plow (plus 5-bottom for parts)	

TO HAVE AND TO HOLD the same to the said parties of the second part, their heirs, executors, administrators and assigns forever. And said parties of the first part, their heirs, executors, administrators, covenant and agree to and with the said parties of the second part, their heirs, executors, administrators and assigns, that said parties of the first part are the owners of the said property, goods and chattels and have good right and full authority to sell the same, and that they will warrant and defend the sale hereby made unto the said parties of the second part, their heirs, executors, administrators and assigns, against all and every person or persons, whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand and seal this 1st day of December, 1975

Floyd L. Blackman (SEAL)

Hulda Blackman (SEAL)

_____ (SEAL)

_____ (SEAL)

STATE OF WASHINGTON,

County of Spokane

On this day personally appeared before me Floyd L. Blackman and Hulda Blackman to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this

1st day of December, 1975
[Signature]
 Notary Public in and for the State of Washington
 residing at Spokane

SCANNED
 MAY 12 2011

, with such form of loss payable clause as designated by favor of Secured Party, and will deliver the policies and is showing payment of premiums to the Secured Party. In event of loss, Secured Party shall have full power to collect all insurance upon the property and to apply the same in full to any obligation secured hereby, whether or not due, or to the restoration or repair of the property. Secured Party shall have no liability whatsoever for any loss that may be incurred by reason of the omission or lack of coverage of any such insurance.

removal or sale.

Without the prior written consent of Secured Party, Debtor shall not remove the property from the State of Washington, and shall not sell nor lease the property or any interest therein.

expenses incurred by Secured Party.

Secured Party is not required to, but may at its option, pay taxes, assessment, insurance premium, expense, repair or charges payable by Debtor, and any filing or recording fees, any amount so paid with interest thereon at the maximum permitted by law from date of payment until repaid shall be due hereby and shall be repayable by Debtor on demand. Rights granted by this paragraph are not a waiver of any rights of Secured Party arising from breach of any of the terms hereof by Debtor.

interest.

This Security Agreement shall not be qualified or supplanted by course of dealing. No waiver or modification by either Party of any of the terms or conditions hereof shall be effective unless in writing signed by Secured Party. No waiver or indulgence by Secured Party as to any required performance shall constitute a waiver as to any subsequent required performance or other obligations of Debtor hereunder.

default.

Events of default are the assistance in this Security Agreement, and in any following events, hereinafter called "Events of Default,"

- Any failure to pay when due the full amount of any payment of principal, interest, taxes, insurance premiums or other charges which are or may be secured hereby; or
- Any failure to perform as required by any covenant or agreement herein; or
- The falsity of any representation by Debtor herein or in any credit application or financial statement given by Debtor to Secured Party as a basis for any extension of credit secured hereby; or
- If the property should be seized or levied upon under any legal or governmental process against Debtor or against the property; or
- If Debtor becomes insolvent or is the subject of a petition in bankruptcy, either voluntary or involuntary, or in any

other proceeding, under the federal bankruptcy laws; or makes an assignment for the benefit of creditors; or if Debtor is named in or the property is subjected to a suit for the appointment of a receiver; or

- (f) Loss, substantial damage to, or destruction of any portion of the property; or
- (g) Entry of any judgment against Debtor, or
- (h) Dissolution or liquidation of Debtor, or
- (i) The Secured Party deems itself insecure.

Then and in any of such events of default, the entire amount of indebtedness secured hereby shall then or at any time thereafter, at the option of Secured Party, become immediately due and payable without notice or demand, and Secured Party shall have an immediate right to pursue the remedies set forth in this Security Agreement.

11. Remedies.

In the event of a default hereunder, Secured Party shall have all remedies provided by law; and without limiting the generality of the foregoing, shall be entitled as follows:

- (a) Debtor agrees to put Secured Party in possession of the property on demand; and
- (b) Secured Party is authorized to enter any premises where the property is situated and take possession of said property without notice or demand and without legal proceedings; and
- (c) At the request of Secured Party, Debtor will assemble the property and make it available to Secured Party at a place designated by Secured Party which is reasonably convenient to both parties; and
- (d) Debtor agrees that a period of five (5) days from the time notice is sent, by first class mail or otherwise, shall be a reasonable period for notification of a sale or other disposition of the property; and
- (e) Debtor agrees that any notice or other communication by Secured Party to Debtor shall be sent to the mailing address of the Debtor stated herein; and
- (f) Debtor agrees to pay on demand the amount of all expenses reasonably incurred by Secured Party in protecting or realizing on the property. In the event that this Security Agreement or any obligation secured by it is referred to an attorney for protecting or defending the priority of Secured Party's interest or for collection or realization procedures, Debtor agrees to pay a reasonable attorney's fee, including fees incurred in both trial and appellate courts, or fees incurred without suit, and expenses of title search and all court costs and costs of public officials. The sums agreed to be paid in this subparagraph shall be secured hereby; and
- (g) If Secured Party disposes of the property, Debtor agrees to pay any deficiency remaining after application of the net proceeds to any indebtedness secured hereby.

STATE OF WASHINGTON)
(ss.
COUNTY OF SPOKANE)

On this day personally appeared before me FLOYD L. BLACKMAN and HULDA BLACKMAN, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 1st day of November, 1975.

David L. Willey
Notary Public in and for the State
of Washington, residing at Spokane

[Chattel Mortgage Type Instrument. Do Not Use for Inventory or Retail Sale Transactions on Consumer Goods]

SECURITY AGREEMENT - EQUIPMENT, FARM EQUIPMENT, FIXTURES, OR CONSUMER GOODS

(May Be Used for Motor Vehicles and Aircraft in Above Categories)

THE UNDERSIGNED Hubert Jenneskens and Arlene Jenneskens, husband and wife
hereinafter called "Debtor," hereby grants to Floyd L. Blackman and Hulda Blackman

hereinafter called "Secured Party," a security interest in the following described property, together with all increases therein, all added and substituted parts and equipment, tools, parts, accessories, supplies and improvements therefor, together with all proceeds of all such property, to-wit:

[Give full description of property, including identifying data such as year, make, model, serial and identification numbers.]

See attached copy of bill of sale.

All of said property is hereinafter referred to as the "Property" and it is located in _____ County, Washington.
This Security Agreement is given to secure the payment and performance of all indebtedness and obligations of Debtor to Secured Party presently existing and hereafter arising, direct or indirect, and interest thereon. Regardless of the priority and any claim by which the Secured Party may at any time hold hereunder, and regardless of the adequacy of any other security which Secured Party may obtain, the Debtor shall be deemed to have granted to Secured Party in connection with any other transactions, any deposits or other monies owing from Secured Party or any of the Debtor and Debtor shall (as collateral in the possession of Secured Party) constitute additional security for, and may be set off against, obligations secured hereby even though said obligations may not then be due. When more than one person is the Debtor they shall jointly and severally liable.

DEBTOR HEREBY REPRESENTS, COVENANTS AND AGREES WITH SECURED PARTY AS FOLLOWS:

1. Use of Property - Residence of Debtor.

Debtor covenants to comply with any governmental regulation affecting the use of the property and will not waste, incur nor destroy the property, nor use nor permit the use of the property in any unlawful manner. Debtor represents and agrees that the primary use of the property is, and will be as checked here:

☐ Personal, family or household purposes

☐ Business use

☐ Farming use

The Debtor resides in the county set forth below, unless some other county is indicated here:

Kootenai County, Idaho

2. Fixtures.

If any of the property is to be or has been attached to real estate, the description of the real estate is as follows:

Kootenai County, Idaho

3. Ownership and Liens.

Debtor is over 21 years of age and owns the property and the same is free and clear of all security interests and encumbrances of every nature. Debtor will not create nor permit the existence of any lien or security interest other than that created hereby on the property without the written consent of Secured Party. Any certificate of title now or hereafter existing on any of the property will be delivered to Secured Party and will reflect the interest of Secured Party.

4. Taxes.

Debtor will pay before delinquency all taxes or other governmental charges levied against the property and will pay any tax which may be levied on any obligation secured hereby.

5. Repairs and Inspection.

Debtor will keep the property in good repair. Secured Party may inspect the property at reasonable times and intervals and may for this purpose enter the premises upon which the property is located.

6. Insurance.

Debtor will keep the property continuously insured by an insurer approved by Secured Party against fire, theft and other hazards designated at any time by Secured Party, in an amount equal to the full insurable value thereof or to all sums insured.

The terms and conditions appearing on the back hereof are part of this Security Agreement.

Signed this 1st day of November, 1975, at 17621 Cowley Ave., Greenacres, WA
Debtor

Hubert Jenneskens
Arlene Jenneskens
Debtor

MAILING ADDRESS OF DEBTOR (If any)

WBA LLC IA

SIGNATURE OF DEBTOR