

COPY

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JAN 25 2022
DEPARTMENT OF
WATER RESOURCES

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Tyler J. Anderson, ISB No. 6632
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Attorneys for Marion Ogle

**BEFORE THE DEPARTMENT OF WATER RESOURCES
OF THE STATE OF IDAHO**

**IN THE MATTER OF APPLICATION
FOR TRANSFER NO. 84698 IN THE
NAME OF MARION OGLE**

DECLARATION OF AMY M. J. KNIGHT

Amy M. J. Knight declares and states as follows:

- (1) I am Amy M. J. Knight, counsel of record in this proceeding for Marion Ogle.
- (2) Attached hereto as Exhibit A is a true and correct copy of a Recorder's Index Guarantee dated January 20, 2022, together with all related documents, as provided to me upon my request by AmeriTitle, LLC as issuing agent for Stewart Title Guaranty Company.
- (3) Attached hereto as Exhibit B is a true and correct copy of a Lot Book Guarantee dated January 21, 2022, together with all related documents, as provided to me upon my request by AmeriTitle, LLC as issuing agent for Commonwealth Land Title Insurance Company.

(4) Attached hereto as Exhibit C is a true and correct copy of the Snake River Basin Adjustment ("SRBA") Subcase Summary Report 67-00250 as filed with the Snake River Basin Adjudication, which I obtained from the SRBA IWaters Reports webpage at <http://www.srba.state.id.us/SREPT.HTM> on January 21, 2022. I discussed the report with Paul R. Harrington, Staff Attorney of the Idaho Water Adjudications Court, who stated that Debra Dibble's claim related to water right no. 67-00250 was uncontested, as no filings appear on the Report other than the Partial Decree. Also attached hereto as Exhibit C are true and correct copies of the SRBA Partial Decree for Water Right 67-00250 and the SRBA Partial Decree for Water Right 67-00301, which I obtained on September 8, 2021, from the Department's website at <https://research.idwr.idaho.gov>.

(5) Attached hereto as Exhibit D is a true and correct copy of an Order Denying Petitioner's Motion for Reconsideration filed on October 13, 2017 in the matter of Judy Cash v. Philp Cash and Debra Cash, et al., in the District Court of the Fifth Judicial District of the State of Idaho, in and for the County of Camas, as Case No. CV-2016-02, provided to me upon request by the Camas County Court Clerk on January 20, 2022.

(6) Attached hereto as Exhibit E is a true and correct copy of emails found in the water rights file for water right no. 67-250, which I obtained on September 8, 2021, from the Department's website at https://research.idwr.idaho.gov/files/relateddocs/sz0z01_.PDF.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: January 25, 2022



Amy M. J. Knight

CERTIFICATE OF SERVICE

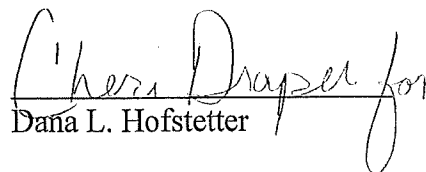
I HEREBY CERTIFY that on this 25th day of January, 2022, I caused to be served the foregoing DECLARATION OF AMY M. J. KNIGHT by the pre-paid method (s) indicated below, and addressed to each of the following:

Nick Miller
Manager, Western Region
IDAHO DEPARTMENT OF WATER RESOURCES
2735 Airport Way
Boise, Idaho 83705
Email: nick.miller@idwr.idaho.gov

- ☐ U.S. Mail, Postage Prepaid
- ☒ Hand Delivered
- ☐ Overnight Mail
- ☐ E-mail
- ☐ Facsimile 208-334-2348
- ☐ iCourt

Michael P. Lawrence
Charlie S. Baser
GIVENS PURSLEY LLP
601 W. Bannock St.
P.O. Box 2720
Boise, Idaho 83701-2720
Email: mpl@givenspursley.com
csb@givenspursley.com

- ☐ U.S. Mail, Postage Prepaid
- ☒ Hand Delivered
- ☐ Overnight Mail
- ☐ E-mail
- ☐ Facsimile 208-388-1300
- ☐ iCourt


Dana L. Hofstetter

EXHIBIT

A

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND THE CONDITIONS AND STIPULATIONS OF THIS GUARANTEE,



GUARANTEES

the Assured named in Schedule A against actual monetary loss or damage not exceeding the liability stated in Schedule A, which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

In Witness Whereof, Stewart Title Guaranty Company has caused this policy to be signed and sealed by its duly authorized officers as of Date of Policy shown in Schedule A.

Countersigned by:

Jonathan Edwards

Authorized Countersignature

AmeriTitle, LLC
128 E Main St.
Weiser, ID 83672



Frederick H. Eppinger
President and CEO

Denise Carraux
Secretary

Guarantee Serial No.:	G-2222-89459
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SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

1. Except to the extent that specific assurances are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
 - (a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.
 - (b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.
 - (c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.
2. Notwithstanding any specific assurances which are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
 - (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A), (C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.
 - (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.
 - (c) The identity of any party shown or referred to in Schedule A.
 - (d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee.

GUARANTEE CONDITIONS AND STIPULATIONS

1. Definition of Terms.

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "date": the effective date.

2. Notice of Claim to be Given by Assured Claimant.

An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

3. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
- (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. Proof of Loss or Damage.

In addition to and after the notices required under Section 2 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. Options to Pay or Otherwise Settle Claims: Termination of Liability.

In case of a claim under this Guarantee, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness,

together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4.

7. Determination and Extent of Liability.

This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A or in Part 2;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

8. Limitation of Liability.

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

9. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the amount of liability pro tanto.

10. Payment of Loss.

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

11. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

12. Arbitration.

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

13. Liability Limited to This Guarantee; Guarantee Entire Contract.

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

14. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at P.O. Box 2029, Houston, Texas 77252-2029.

Recorder's Index Guarantee

Schedule A

Order No.	521594AM
Ref. No.	
Guarantee No.	2222-89459
Liability	\$ \$200.00
Date of Guarantee	January 20, 2022
Fee	\$ \$75.00

A. Assured:

Hawley Troxell Attorneys and Counselors

B. Assurances:

1) Description of the land:

See attached Exhibit 'A'

- 2) That according to the public records affecting the land, but without examination of those records, and referring only to the indexes maintained by the Company indexed by tract or abstract and not indexed by name, that there are no **Deeds** after **January 26, 2006** describing the land other than those shown below under Exceptions:

C. Exceptions:

Instrument: Quitclaim Deed,
Recorded: January 26, 2006
Instrument No.: [200023](#)
Grantor: Debra Jean Dibble
Grantee: Lloyd C. Dibble and Angla K. Dibble, husband and wife

Instrument: Warranty Deed,
Recorded: September 6, 2006
Instrument No.: [202795](#)
Grantor: Lloyd C. Dibble and Angela K. Dibble, husband and wife
Grantee: Lynda L. Momberg, a married woman as her sole and separate property

Instrument: Quitclaim Deed,
Recorded: September 6, 2006
Instrument No.: [202796](#)
Grantor: Keith D. Momberg, a married man
Grantee: Lynda L. Momberg, a married woman

Instrument: Warranty Deed,
Recorded: March 2, 2007
Instrument No.: [204641](#)
Grantor: Lloyd C. Dibble and Angela K. Dibble, husband and wife
Grantee: Logan L. Hobdey and Lisa M. Hobdey, husband and wife

Instrument: Quitclaim Deed,
Recorded: August 25, 2009
Instrument No.: [213088](#)
Grantor: Lloyd C. Dibble and Angela K. Dibble, husband and wife
Grantee: Harold Dean Brumbaugh, a single man

Instrument: Warranty Deed,
Recorded: September 18, 2009
Instrument No.: [213325](#)
Grantor: Lloyd C. Dibble and Angela K. Dibble, husband and wife

ID Recorder's Index Guarantee 21

Grantee: Rocky D. Farrens and Andrea E. Farrens, husband and wife

Instrument: Warranty Deed,

Recorded: April 5, 2011

Instrument No.: [217285](#)

Grantor: Lloyd D. Dibble and Angela K. Dibble, husband and wife

Grantee: Harold Dean Brumbaugh, an unmarried man

Instrument: Warranty Deed,

Recorded: July 23, 2014

Instrument No.: [226491](#)

Grantor: Harold Dean Brumbaugh, a married man

Grantee: Matthew B. Summers, an unmarried man and Michael B. Summers and Angel K. Summers, husband and wife

Instrument: Quitclaim Deed,

Recorded: October 16, 2015

Instrument No.: [229437](#)

Grantor: Rocky D. Farrens and Andrea E. Farrens, husband and wife

Grantee: Lori Farrens, an unmarried person

Instrument: Warranty Deed,

Recorded: January 11, 2019

Instrument No.: [237504](#)

Grantor: Lynda L. Momborg, a married woman as her sole and separate property

Grantee: Melody Goodman and Perry Goodman, husband and wife

Instrument: Quitclaim Deed,

Recorded: June 30, 2020

Instrument No.: [241414](#)

Grantor: Melody Goodman and Perry Goodman, wife and husband

Grantee: Perry L. Goodman and Melody D. Goodman, husband and wife

Re-recorded: July 8, 2020

Instrument No.: [241468](#)

EXHIBIT A

A parcel of land situated within Government Lot 2 and the SW1/4NE1/4 of Section 1, Township 14 North, Range 3 West, Boise Meridian, and the SW1/4SE1/4 of Section 36, Township 15 North, Range 3 West, Boise Meridian, Washington County, Idaho, which parcel of land is more particularly described as follows:

Beginning at the southwest corner of the SW1/4SE1/4 of Section 36, T.15N., R.3W., B.M. (northwest corner of Government Lot 2 of Section 1, T.14N., R.3W., B.M.);

Thence S 89°32'59"E, a distance of 79.14 feet along the south line of said SW1/4SE1/4 to the TRUE POINT OF BEGINNING;

Thence a distance of 56.12 feet along the arc of a 470.00 foot radius curve to the right, with a central angle of 6°50'27", and a long chord of 56.08 feet bearing N 8°37'37"E to a point on tangent;

Thence N 12°02'51"E, a distance of 368.18 feet to a point of curvature;

Thence a distance of 112.51 feet along the arc of a 273.38 foot radius curve to the right, with a central angle of 23°34'49", and a long chord of 111.72 feet bearing N 23°50'15"E to a point on tangent;

Thence N 35°37'40"E, a distance of 154.36 feet to a point of curvature;

Thence a distance of 125.82 feet along the arc of a 130.00 foot radius curve to the left, with a central angle of 55°27'09", and a long chord of 120.96 feet bearing N 7°54'05"E to a point on tangent;

Thence N 19°49'29"W, a distance of 247.39 feet to a point of curvature;

Thence a distance of 123.52 feet along the arc of a 580.00 foot radius curve to the left, with a central angle of 12°12'08", and a long chord of 123.29 feet bearing N 25°55'33"W to a point of reverse curvature;

Thence a distance of 121.38 feet along the arc of a 420.00 foot radius curve to the right, with a central angle of 16°33'30", and a long chord of 120.96 feet bearing N 23°44'52"W to a point on tangent;

Thence N 15°28'07"W, a distance of 102.87 feet to a point on the north line of said SW1/4SE1/4;

Thence S 89°34'27"E, a distance of 1219.75 feet along the north line of said SW1/4SE1/4 to the northeast corner of said SW1/4SE1/4;

Thence S 0°08'33"E, a distance of 1317.18 feet along the east line of said SW1/4SE1/4 to the southeast corner of said SW1/4SE1/4 (northeast corner of said Government Lot 2);

Thence S 0°02'10"W, a distance of 1014.58 feet along the east line of said Government Lot 2 to the northeast corner of a parcel of land as described and recorded on Deed Instrument No. 199163, Records of Washington County, Idaho, which point bears N 0°02'10"E, a distance of 300.00 feet along the east line of said Government Lot 2 from the southeast corner of said Government Lot 2

Thence N 89°36'41"W (West, of record Deed), parallel to the south line of said Government Lot 2, a distance of 850 feet;

Thence S 0°02'10"W (South, of record Deed), parallel to the east line of said Government Lot 2, a distance of 218 feet;

Thence S 46°15'E, a distance of 452.1 feet to a point within the SW1/4NE1/4 of said Section 1;

Thence in a Southeasterly direction to a point on the east line of said SW1/4NE1/4, which point bears S 0°02'10"W (South, of record Deed) a distance of 314 feet from the northeast corner of said SW1/4NE1/4;

Thence S 0°02'10"W, a distance of 101 feet, more or less, along the east line of said SW1/4NE1/4 to a point on the former northerly right-of-way line of the former Pacific and Idaho Northern Railway (now Friends of Weiser River Trail, Inc.);

Thence westerly along the northerly line of said former Pacific and Idaho Northern Railway right-of-way to a point on a line 60.00 feet east of the west line of said SW1/4NE1/4;

Thence N 0°01'34"W, a distance of 1445 feet, more or less, along a line 60.00 feet east of and parallel to the west line of said SW1/4NE1/4 and the west line of said Government Lot 2 to a point on the north line of said Government Lot 2 (south line of said SW1/4SE1/4);

Thence S 89°32'59"E, a distance of 19.14 feet along the north line of said Government Lot 2 to the TRUE POINT OF BEGINNING.

SUBJECT TO the right-of-way of a County Road known as Mill Road along the south side of the above described parcel of land.

ALSO TOGETHER WITH AND SUBJECT TO a 60.00 foot wide ingress-egress and utility easement as described and recorded on Instrument Number 197424, records of Washington County, Idaho, with the east line of said easement being the west line of the above described parcel of land, with said easement running from said Mill Road, thence northerly through said SW1/4NE1/4 and said Government Lot 2 of said Section 1, and through said SW1/4SE1/4 of said Section 36 to the north line of said SW1/4SE1/4.

DEBRA DIBBLE & LLOYD DIBBLE

SECTION 1. T.14N.. R.3W.. B.M. &
SECTION 36. T.15N.. R.3W.. B.M.

I, S. ROLAND MULLINIX, A REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THE SURVEY REPRESENTED ON THIS PLAT WAS PERFORMED BY ME OR UNDER MY SUPERVISION IN ACCORDANCE WITH THE LAWS OF THE STATE OF IDAHO IN DECEMBER OF 2005.



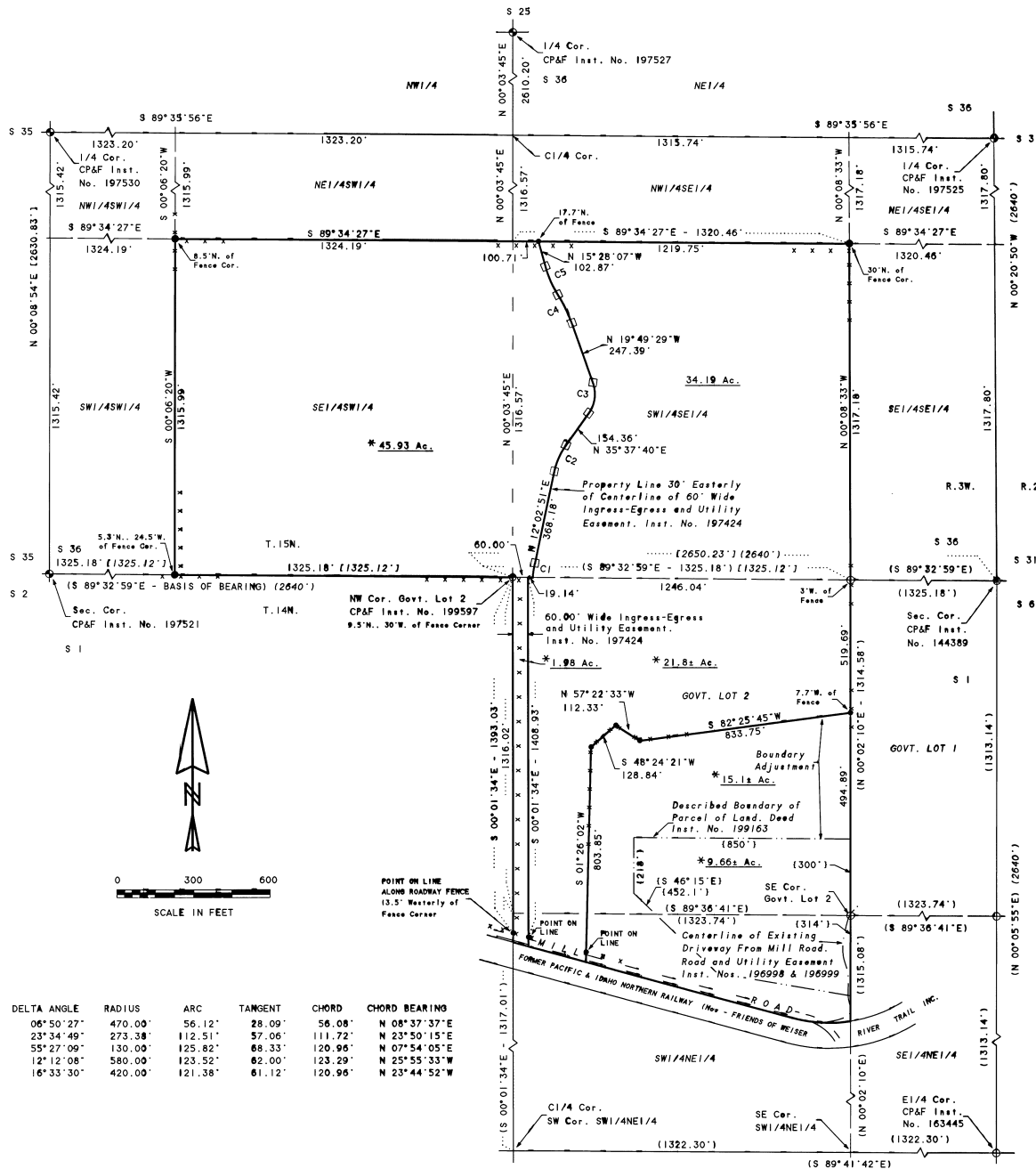
- ⑥ FOUND 5/8 INCH REBAR W/ALUMINUM CAP MARKED PE/LS 2478
- ⑦ FOUND 5/8 INCH REBAR W/ALUMINUM CAP MARKED PLS 5357
- FOUND 5/8 INCH REBAR W/PLASTIC CAP MARKED MULLINIX 2478
- ⊗ FOUND 5/8 INCH REBAR
- SET 5/8 INCH REBAR W/PLASTIC CAP MARKED MULLINIX 2478
- SET 1/2 INCH REBAR W/PLASTIC CAP MARKED MULLINIX 2478
- COMPUTED PROPERTY CORNER ALONG LINE 30' EASTERLY OF 60' WIDE INGRESS-EGRESS AND UTILITY EASEMENT
-) PREVIOUSLY RECORDED - MULLINIX ENGR., INC.
-) PREVIOUSLY RECORDED - G.L.O.
-) PREVIOUSLY RECORDED - DROUARD LAND SURVEYING
-) PREVIOUSLY RECORDED - SKINNER'S LAND SURVEYING
- x x EXISTING FENCE
- * AREA INCLUDES MILL ROAD RIGHT-OF-WAY AND/OR EASEMENTS
- MILL ROAD - APPROXIMATE EDGE OF PAVEMENT
- ① OF RECORD - DEED INST. NO. 199163

1. RECORD OF SURVEY BY MULLINIX ENGR., INC., INST. NO. 143626.
2. RECORD OF SURVEY BY SKINNER'S LAND SURVEYING, INST. NO. 147436.
3. RECORD OF SURVEY BY MULLINIX ENGR., INC., INST. NO. 178365.
4. RECORD OF SURVEY BY DROULARD LAND SURVEYING, INST. NO. 197996.

MULLINIX ENGINEERING, INC.
WEISER, IDAHO 83672
JANUARY 11, 2008

WEISER, WASHINGTON, IDAHO
2006-02-21 11:40:00 No. of Pages: 1
Recorded for : S. ROLAND MULLENIX
SHARON WIDNER Ego: 5.00
Ex-Officio Recorder Deputy *[Signature]*
Index to: SURVEY

CURVE	DELTA ANGLE	RADIUS	ARC	TANGENT	CHORD	CHORD BEARING
C 1	06° 50' 27"	470.00'	56.12"	28.09'	56.08'	N 08° 37' 37"E
C 2	23° 34' 49"	273.38'	112.51"	57.06'	111.72'	N 23° 50' 15"E
C 3	55° 27' 09"	130.00'	125.82"	68.33'	120.96'	N 07° 54' 05"E
C 4	12° 12' 08"	580.00'	123.52"	62.00'	123.29'	S 25° 55' 33"W
C 5	16° 33' 30"	420.00'	121.38"	61.12'	120.96'	N 23° 44' 52"W



QUIT-CLAIM DEED

For Value Received, DEBRA JEAN DIBBLE, an unmarried person, the Grantor, does hereby remise, release and forever quit-claim unto LLOYD C. DIBBLE and ANGELA K. DIBBLE, husband and wife, the Grantees, whose address is 3053 Legg Rd., Cambridge, ID 83610, all the following described real estate situated in the County of Washington, State of Idaho, to-wit:

See Attached Legal Description

This deed is being executed to effect the division of real estate between grantor herein and her brother, Lloyd Dibble, according to survey by S. Roland Mullinex.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever.

Dated this 25 day of January, 2006.

Debra Jean Dibble
Debra Jean Dibble

STATE OF IDAHO)
 : ss
County of Washington)

On this 25th day of January, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared Debra Jean Dibble, known to me to be the person who signed the foregoing instrument and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

Instrument # 200023

WEISER, WASHINGTON, IDAHO

2006-01-26 11:47:00 No. of Pages: 3

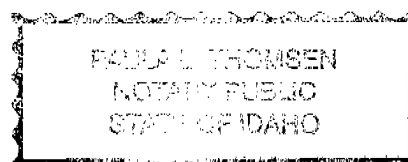
Recorded for : WASHINGTON COUNTY, TITLE

SHARON WIDNER

Ex-Officio Recorder Deputy Sharon Widner Fee: 9.00

Index to: DEED

Paula L. Thomsen
Notary Public for Idaho
Residing at: Weiser, Idaho
Commission Expires: 3-11-2009



To LLOYD DIBBLE

A parcel of land situated within Government Lot 2 and the SW1/4NE1/4 of Section 1, Township 14 North, Range 3 West, Boise Meridian, and the SW1/4SE1/4 of Section 36, Township 15 North, Range 3 West, Boise Meridian, Washington County, Idaho, which parcel of land is more particularly described as follows:

Beginning at the southwest corner of the SW1/4SE1/4 of Section 36, T.15N., R.3W., B.M. (northwest corner of Government Lot 2 of Section 1, T.14N., R.3W., B.M.);

Thence S 89°32'59"E, a distance of 79.14 feet along the south line of said SW1/4SE1/4 to the TRUE POINT OF BEGINNING;

Thence a distance of 56.12 feet along the arc of a 470.00 foot radius curve to the right, with a central angle of 6°50'27", and a long chord of 56.08 feet bearing N 8°37'37"E to a point on tangent;

Thence N 12°02'51"E, a distance of 368.18 feet to a point of curvature;

Thence a distance of 112.51 feet along the arc of a 273.38 foot radius curve to the right, with a central angle of 23°34'49", and a long chord of 111.72 feet bearing N 23°50'15"E to a point on tangent;

Thence N 35°37'40"E, a distance of 154.36 feet to a point of curvature;

Thence a distance of 125.82 feet along the arc of a 130.00 foot radius curve to the left, with a central angle of 55°27'09", and a long chord of 120.96 feet bearing N 7°54'05"E to a point on tangent;

Thence N 19°49'29"W, a distance of 247.39 feet to a point of curvature;

Thence a distance of 123.52 feet along the arc of a 580.00 foot radius curve to the left, with a central angle of 12°12'08", and a long chord of 123.29 feet bearing N 25°55'33"W to a point of reverse curvature;

Thence a distance of 121.38 feet along the arc of a 420.00 foot radius curve to the right, with a central angle of 16°33'30", and a long chord of 120.96 feet bearing N 23°44'52"W to a point on tangent;

Thence N 15°28'07"W, a distance of 102.87 feet to a point on the north line of said SW1/4SE1/4;

Thence S 89°34'27"E, a distance of 1219.75 feet along the north line of said SW1/4SE1/4 to the northeast corner of said SW1/4SE1/4;

Thence S 0°08'33"E, a distance of 1317.18 feet along the east line of said SW1/4SE1/4 to the southeast corner of said SW1/4SE1/4 (northeast corner of said Government Lot 2);

Thence S 0°02'10"W, a distance of 1014.58 feet along the east line of said Government Lot 2 to the northeast corner of a parcel of land as described and recorded on Deed Instrument No. 199163, Records of Washington County, Idaho, which point bears N 0°02'10"E, a distance of 300.00 feet along the east line of said Government Lot 2 from the southeast corner of said Government Lot 2

Thence N 89°36'41"W (West, of record Deed), parallel to the south line of said Government Lot 2, a distance of 850 feet;

Thence S 0°02'10"W (South, of record Deed), parallel to the east line of said Government Lot 2, a distance of 218 feet;

Thence S 46°15'E, a distance of 452.1 feet to a point within the SW1/4NE1/4 of said Section 1;

Thence in a Southeasterly direction to a point on the east line of said SW1/4NE1/4, which point bears S 0°02'10"W (South, of record Deed) a distance of 314 feet from the northeast corner of said SW1/4NE1/4;

Thence S 0°02'10"W, a distance of 101 feet, more or less, along the east line of said SW1/4NE1/4 to a point on the former northerly right-of-way line of the former Pacific and Idaho Northern Railway (now Friends of Weiser River Trail, Inc.);

Thence westerly along the northerly line of said former Pacific and Idaho Northern Railway right-of-way to a point on a line 60.00 feet east of the west line of said SW1/4NE1/4;

Thence N 0°01'34"W, a distance of 1445 feet, more or less, along a line 60.00 feet east of and parallel to the west line of said SW1/4NE1/4 and the west line of said Government Lot 2 to a point on the north line of said Government Lot 2 (south line of said SW1/4SE1/4);

Thence S 89°32'59"E, a distance of 19.14 feet along the north line of said Government Lot 2 to the TRUE POINT OF BEGINNING.

SUBJECT TO the right-of-way of a County Road known as Mill Road along the south side of the above described parcel of land.

ALSO TOGETHER WITH AND SUBJECT TO a 60.00 foot wide ingress-egress and utility easement as described and recorded on Instrument Number 197424, records of Washington County, Idaho, with the east line of said easement being the west line of the above described parcel of land, with said easement running from said Mill Road, thence northerly through said SW1/4NE1/4 and said Government Lot 2 of said Section 1, and through said SW1/4SE1/4 of said Section 36 to the north line of said SW1/4SE1/4.



IDWD
Order No. 0012110

Instrument # 202795

WEISER, WASHINGTON, IDAHO

2006-09-06 04:07:00 No. of Pages: 3

Recorded for : AMERITITLE

SHARON WIDNER

Ex-Officio Recorder Deputy *Lisa M. Knight* Fee: 9.00

Index to: DEED

WARRANTY DEED

For Value Received,

Lloyd C. Dibble and Angela K. Dibble, husband and wife

GRANTOR(s), do(es) hereby GRANT, BARGAIN, SELL and CONVEY unto

Lynda L. Momberg, a married woman dealing with her sole and separate property

GRANTEE(s), whose address is: **624 SW Moss Street, Portland, OR 97219**

the following described real property in **WASHINGTON COUNTY, IDAHO**, to-wit:

See attached Exhibit A.

SUBJECT TO all those items of record, if any, as of the date of this deed and those shown below, if any

TO HAVE AND TO HOLD the premises with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that they are the owners in fee simple of said premises that said premises are free from all encumbrances except the current year's taxes and assessments, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record and that they will warrant and defend the same from all lawful claims whatsoever.

[Signature]
Lloyd C. Dibble

[Signature]
Angela K. Dibble

State of Idaho)

SS

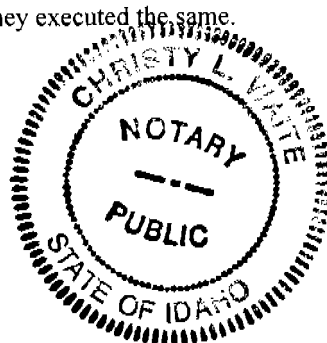
County of Washington)

On this 21st day of August, 2006 before me, a notary public in and for said State, personally appeared Lloyd C. Dibble and Angela K. Dibble known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

[Signature]
Notary Public

Residing at: Weiser, ID

Commission Expires: 11/4/09



File No. 0012110

EXHIBIT A

A parcel of land situated within the SW1/4SE1/4 of Section 36, Township 15 North, Range 3 West, Boise Meridian, Washington County, Idaho, which parcel of land is more particularly described as follows:

Beginning at the southwest corner of the SW1/4SE1/4 of Section 36, T.15N., R.3W., B.M.;

Thence S 89°32'59"E, a distance of 79.14 feet along the south line of said SW1/4SE1/4 to the TRUE POINT OF BEGINNING;

Thence a distance of 56.12 feet along the arc of a 470.00 foot radius curve to the right, with a central angle of 6°50'27", and a long chord of 56.08 feet bearing N 8°37'37"E to a point on tangent;

Thence N 12°02'51"E, a distance of 368.18 feet to a point of curvature;

Thence a distance of 112.51 feet along the arc of a 273.38 foot radius curve to the right, with a central angle of 23°34'49", and a long chord of 111.72 feet bearing N 23°50'15"E to a point on tangent;

Thence N 35°37'40"E, a distance of 154.36 feet to a point of curvature;

Thence a distance of 125.82 feet along the arc of a 130.00 foot radius curve to the left, with a central angle of 55°27'09", and a long chord of 120.96 feet bearing N 7°54'05"E to a point on tangent;

Thence N 19°49'29"W, a distance of 247.39 feet to a point of curvature;

Thence a distance of 123.52 feet along the arc of a 580.00 foot radius curve to the left, with a central angle of 12°12'08", and a long chord of 123.29 feet bearing N 25°55'33"W to a point of reverse curvature;

Thence a distance of 121.38 feet along the arc of a 420.00 foot radius curve to the right, with a central angle of 16°33'30", and a long chord of 120.96 feet bearing N 23°44'52"W to a point on tangent;

Thence N 15°28'07"W, a distance of 102.87 feet to a point on the north line of said SW1/4SE1/4;

Thence S 89°34'27"E, a distance of 1219.75 feet along the north line of said SW1/4SE1/4 to the northeast corner of said SW1/4SE1/4;

CONTINUED

File No. 0012110

EXHIBIT A CONTINUED

Thence S 0°08'33"E, a distance of 1317.18 feet along the east line of said SW1/4SE1/4 to the southeast corner of said SW1/4SE1/4;

Thence N 89°32'59"W, a distance of 1246.04 feet along the south line of said SW1/4SE1/4 to the TRUE POINT OF BEGINNING.

Together with and subject to a 60.00 foot wide ingress-egress and utility easement as described and recorded as Instrument No. 197424, Official Records.

IDQD
Order No. 0012110

QUITCLAIM DEED

For Value Received,

^D
Keith D. Momberg, a married man

does hereby convey, release, remise and forever quitclaim unto

Lynda L. Momberg, his spouse

whose address is: **624 SW Moss Street, Portland, OR 97219**

the following premises in **WASHINGTON COUNTY, IDAHO**, to wit:

See attached Exhibit A.

Dated: Aug 25 2006

Keith D. Momberg
Keith D. Momberg

State of Oregon

County of Multnomah^{SS}

On this 25th day of August, 2006 before me Patricia L. Abbott, a notary public in and for said State, personally appeared KEITH D. MOMBERG known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Patricia L. Abbott

Notary Public

Residing at:

Commission Expires: 07-20-09

Instrument # 202796

WEISER, WASHINGTON, IDAHO

2006-09-06

04:07:00 No. of Pages: 3

Recorded for: AMERITITLE

SHARON WIDNER

Ex-Officio Recorder Deputy

Index to: DEED

Sharon Widner
Fee: 9.00



File No. 0012110

EXHIBIT A

A parcel of land situated within the SW1/4SE1/4 of Section 36, Township 15 North, Range 3 West, Boise Meridian, Washington County, Idaho, which parcel of land is more particularly described as follows:

Beginning at the southwest corner of the SW1/4SE1/4 of Section 36, T.15N., R.3W., B.M.;

Thence S 89°32'59"E, a distance of 79.14 feet along the south line of said SW1/4SE1/4 to the TRUE POINT OF BEGINNING;

Thence a distance of 56.12 feet along the arc of a 470.00 foot radius curve to the right, with a central angle of 6°50'27", and a long chord of 56.08 feet bearing N 8°37'37"E to a point on tangent;

Thence N 12°02'51"E, a distance of 368.18 feet to a point of curvature;

Thence a distance of 112.51 feet along the arc of a 273.38 foot radius curve to the right, with a central angle of 23°34'49", and a long chord of 111.72 feet bearing N 23°50'15"E to a point on tangent;

Thence N 35°37'40"E, a distance of 154.36 feet to a point of curvature;

Thence a distance of 125.82 feet along the arc of a 130.00 foot radius curve to the left, with a central angle of 55°27'09", and a long chord of 120.96 feet bearing N 7°54'05"E to a point on tangent;

Thence N 19°49'29"W, a distance of 247.39 feet to a point of curvature;

Thence a distance of 123.52 feet along the arc of a 580.00 foot radius curve to the left, with a central angle of 12°12'08", and a long chord of 123.29 feet bearing N 25°55'33"W to a point of reverse curvature;

Thence a distance of 121.38 feet along the arc of a 420.00 foot radius curve to the right, with a central angle of 16°33'30", and a long chord of 120.96 feet bearing N 23°44'52"W to a point on tangent;

Thence N 15°28'07"W, a distance of 102.87 feet to a point on the north line of said SW1/4SE1/4;

Thence S 89°34'27"E, a distance of 1219.75 feet along the north line of said SW1/4SE1/4 to the northeast corner of said SW1/4SE1/4;

CONTINUED

File No. 0012110

EXHIBIT A CONTINUED

Thence S 0°08'33"E, a distance of 1317.18 feet along the east line of said SW1/4SE1/4 to the southeast corner of said SW1/4SE1/4;

Thence N 89°32'59"W, a distance of 1246.04 feet along the south line of said SW1/4SE1/4 to the TRUE POINT OF BEGINNING.

Together with and subject to a 60.00 foot wide ingress-egress and utility easement as described and recorded as Instrument No. 197424, Official Records.

Approved by:
Initials JH/H

Instrument # 204641

STATE OF IDAHO, COUNTY OF WASHINGTON
2007-03-02 04:36:00 No. of Pages: 3
Recorded for: WASHINGTON COUNTY TITLE C
SHARON WIDNER Fee: 9.00
Ex-Officio Recorder Deputy LMckKnight
Index To: DEED
Electronically Recorded by Simplifile



Warranty Deed



FOR VALUE RECEIVED, LLOYD C. DIBBLE and ANGELA K. DIBBLE, husband and wife, the Grantors, do hereby, grant, bargain, sell and convey unto LOGAN L. HOBDEY and LISA M. HOBDEY, husband and wife, the Grantees, whose address is 10210 Guinevere Dr., Boise, ID 83704, the following described real estate situated in Washington County, State of Idaho, to-wit:

See Attached Legal Description

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their successors and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that they are the owners in fee simple of said premises; that said premises are free from all incumbrances, and that they will warrant and defend the same from all lawful claims whatsoever.

DATED this 2 day of March, 2007.

LLOYD C. DIBBLE

ANGELA K. DIBBLE

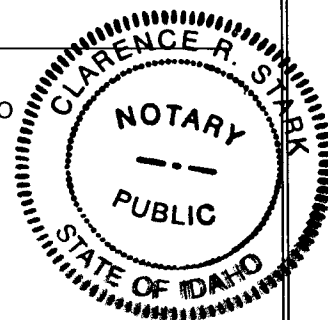
STATE OF IDAHO)
: ss
County of Washington)

On this 2 day of March, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared LLOYD C. DIBBLE and ANGELA K. DIBBLE known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

Notary Public for Idaho
Residing at Weiser, Idaho
Commission expires:

9-7-2011



Legal Description for Warranty Deed

IN WASHINGTON COUNTY, IDAHO:

A parcel of land situated within Government Lot 2 and the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 1, Township 14 North, Range 3 West, Boise Meridian, Washington County, Idaho, which parcel of land is more particularly described as follows:

Beginning at the northwest corner of Government Lot 2 of Section 1, T.14N., R.3W., B.M.;

Thence S 89°32'59" E, a distance of 60.00 feet along the North line of said Government Lot 2 to the TRUE POINT OF BEGINNING;

Thence continuing S 89°32'59" E, a distance of 1265.18 feet along the North line of said Government Lot 2 to the northeast corner of said Government Lot 2;

Thence S 0°02'10" W, a distance of 519.69 feet along the East line of said Government Lot 2;

Thence S 82°25'45" W, a distance of 833.75 feet;

Thence N 57°22'33" W, a distance of 112.33 feet;

Thence S 48°24'21" W, a distance of 128.84 feet;

Thence S 1°26'02" W, a distance of 840 feet, more or less, to a point on the former northerly right-of-way line of the former Pacific and Idaho Northerly Railway (now Friends of Weiser River Trail, Inc.), which point is within the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 1;

Thence westerly along the northerly line of said former Pacific and Idaho Northern Railway right-of-way to a point on a line 60.00 feet East of the West line of said SW $\frac{1}{4}$ NE $\frac{1}{4}$;

Thence N 0°01'34" W, a distance of 1445 feet, more or less, along a line 60.00 feet East of and parallel to the West line of said SW $\frac{1}{4}$ NE $\frac{1}{4}$ and the West line of said Government Lot 2 to the TRUE POINT OF BEGINNING;

SUBJECT TO the right-of-way of a County Road known as Mill Road along the South side of the above described parcel of land.

ALSO TOGETHER WITH AND SUBJECT TO a 60.00 foot wide ingress-egress and utility easement within Government Lot 2 and the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 1, Township 14 North, Range 3 West, Boise Meridian, Washington County, Idaho, said easement running along the West boundary of the above described parcel of land from Mill Road, thence northerly through said SW $\frac{1}{4}$ NE $\frac{1}{4}$ and said Government Lot 2 to the North line of said Government Lot 2, which easement is more particularly described as follows:

continued

Legal Description continued

Beginning at the northwest corner of Government Lot 2 of Section 1, T.14N., R.3W., B.M.;

Thence S 89°32'59" E, a distance of 30.12 feet along the North line of said Government Lot 2 to the TRUE POINT OF BEGINNING of said easement;

Thence continuing S 89°32'59" E, a distance of 60.00 feet along the North line of said Government Lot 2;

Thence S 0°40'27" W, a distance of 1448 feet, more or less, to a point on the former northerly right-of-way line of the former Pacific and Idaho Northern Railway (now Friends of Weiser River Trail, Inc.), which point is within the SW¼NE¼ of said Section 1;

Thence westerly along the northerly line of said former Pacific and Idaho Northern Railway right-of-way a distance of 62 feet, more or less;

Thence N 0°40'27" E, a distance of 1433 feet, more or less, to the TRUE POINT OF BEGINNING.

Instrument # 213088

STATE OF IDAHO, COUNTY OF WASHINGTON
 8-25-2009 11:28:00 No. of Pages: 3
 Recorded for : WASHINGTON COUNTY TITLE
 SHARON WIDNER Fee: 9.00
 Ex-Officio Recorder Deputy *Sharon Widner*
 Index to: DEED

QUIT-CLAIM DEED

For Value Received, LLOYD C. DIBBLE and ANGELA K. DIBBLE, husband and wife, the Grantors, do hereby remise, release and forever quit-claim unto HAROLD DEAN BRUMBAUGH, a single man, the Grantee, whose address is 2952 Mill Rd., Cambridge, ID 83610 all the following described real estate situated in the County of Washington, State of Idaho, to-wit:

See attached Exhibit "A"

This deed is being recorded as a lot line adjustment.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, his heirs and assigns forever.

Dated this 21st day of August, 2009.

Lloyd C. Dibble
 Lloyd C. Dibble

Angela K. Dibble
 Angela K. Dibble

STATE OF IDAHO)
 : ss
 County of Washington)

On this 21 day of August, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared Lloyd C. Dibble and Angela K. Dibble, known to me to be the persons who signed the foregoing instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

Clarence R. Stark
 Notary Public for Idaho
 Residing at: *WEISER*
 Commission Expires:

9-7-2011

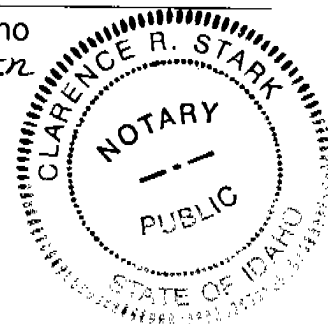


Exhibit "A"
Quitclaim Deed
Dibble to Brumbaugh

IN WASHINGTON COUNTY, IDAHO:

A parcel of land situated within Government Lot 2 and the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 1, Township 14 North, Range 3 West, Boise Meridian, Washington County, Idaho, which parcel of land is more particularly described as follows:

Beginning at the southeast corner of Government Lot 2 (northeast corner of the SW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 1, T.14N., R.3W., B.M.;

Thence N 0°02'10" E, a distance of 384.22 feet along the East line of said Government Lot 2;

Thence S 88°09'40" W, a distance of 831.76 feet;

Thence S 13°13'06" W, a distance of 221.15 feet;

Thence S 49°22'11" E, a distance of 308.48 feet to a point within said SW $\frac{1}{4}$ NE $\frac{1}{4}$;

Thence S 62°58'28" E, a distance of 136.84 feet;

Thence S 64°05'55" E, a distance of 114.73 feet;

Thence S 82°42'53" E, a distance of 425.73 feet to a point on the East line of said SW $\frac{1}{4}$ NE $\frac{1}{4}$;

Thence N 0°02'10" E, a distance of 224.92 feet along the East line of said SW $\frac{1}{4}$ NE $\frac{1}{4}$ to the point of beginning.

TOGETHER WITH AND SUBJECT TO an ingress-egress and utility easement within the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 1, Township 14 North, Range 3 West, Boise Meridian, said easement being 40 feet wide (northwesterly) from the southeasterly boundary line of said easement which is more particularly described as follows:

Beginning at the northeast corner of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 1, T.14N., R.3W., B.M.;

Thence S 0°02'10" W, a distance of 224.92 feet along the East line of said SW $\frac{1}{4}$ NE $\frac{1}{4}$;

Thence N 82°42'53" W, a distance of 425.73 feet;

continued...

Page 2

Thence N 64°05'55" W, a distance of 114.73 feet to the TRUE POINT OF BEGINNING at the northeast corner of said easement;

Thence S 34°59'32" W, a distance of 185 feet, more or less, along the southeasterly boundary line of said easement to the point of ending in the center of Mill Road.

SUBJECT TO the right-of-way of Mill Road.

ALSO SUBJECT TO AND TOGETHER WITH a 60 foot wide ingress-egress and utility easement within Government Lot 2 and the SW¼NE¼ of Section 1, Township 14 North, Range 3 West, Boise Meridian, as described and recorded on Instrument Numbers 196998 and 198999, record of Washington County, Idaho, which easement is along a portion of the easterly boundary of the above described parcel of land and runs along an existing driveway beginning at said Mill Road and within said SW¼NE¼, thence northerly to the point of ending on the East line of said Government Lot 2.

Approved by:

Initials ADF JLF*Warranty Deed*

FOR VALUE RECEIVED, LLOYD C. DIBBLE and ANGELA K. DIBBLE, husband and wife, the Grantors, do hereby, grant, bargain, sell and convey unto ROCKY D. FARRENS and ANDREA E. FARRENS, husband and wife, the Grantees, whose address is 3923 Cassia, Boise, ID 83705, the following described real estate situated in Washington County, State of Idaho, to-wit:

See Legal Description Attached

GRANTOR AND GRANTEE HEREIN AGREE THAT THIS PARCEL HAS NO BUILDING PERMIT ASSOCIATED WITH IT. ANY BUILDING PERMITS REQUIRE A LEGAL VARIANCE OR SUBDIVISION AS APPROVED BY THE WASHINGTON COUNTY PLANNING AND ZONING.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their successors and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that they are the owner in fee simple of said premises; that said premises are free from all incumbrances, and that they will warrant and defend the same from all lawful claims whatsoever.

DATED this 17 day of September, 2009.**Instrument # 213325**

STATE OF IDAHO, COUNTY OF WASHINGTON

9-18-2009 04:30:00 No. of Pages: 2

Recorded for : WASHINGTON COUNTY TITLE

SHARON WIDNER

Ex-Officio Recorder Deputy Sharon Widner Fee: 6.00

Index to: DEED

LLOYD C. DIBBLEANGELA K. DIBBLE

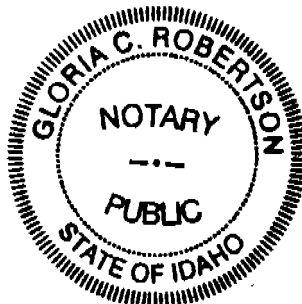
STATE OF IDAHO)

: ss

County of Washington)

On this 17 day of September, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared LLOYD C. DIBBLE and ANGELA K. DIBBLE, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

Gloria C. Robertson

Notary Public for Idaho

Residing at Weiser, Idaho

Commission expires: 03-17-12

Warranty Deed Legal Description

IN WASHINGTON COUNTY, IDAHO:

A parcel of land situated within the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 1, Township 14 North, Range 3 West, Boise Meridian, Washington County, Idaho, which parcel of land is more particularly described as follows:

Beginning at the northeast corner of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 1, T.14N., R.3W., B.M.;

Thence S 0°02'10" W, a distance of 224.92 feet along the East line of said SW $\frac{1}{4}$ NE $\frac{1}{4}$ to the TRUE POINT OF BEGINNING:

Thence N 82°42'53" W, a distance of 425.73 feet;

Thence N 64°05'55" W, a distance of 114.73 feet;

Thence S 34°59'32" W, a distance of 205 feet, more or less, to a point on the northerly right-of-way line of the former Pacific and Idaho Northern Railway (now Friends of Weiser River Trail, Inc.)

Thence easterly along the northerly line of said former Pacific and Idaho Northern Railway right-of-way to a point on the East line of said SW $\frac{1}{4}$ NE $\frac{1}{4}$;

Thence N 0°02'10" E, a distance of 190 feet, more or less, along the East line of said SW $\frac{1}{4}$ NE $\frac{1}{4}$ to the TRUE POINT OF BEGINNING.

SUBJECT TO the right-of-way of Mill Road along the southerly side of the above described parcel of land.

ALSO SUBJECT TO AND TOGETHER WITH a 60 foot wide ingress-egress and utility easement within the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 1, Township 14 North, Range 3 West, Boise Meridian, as described and recorded on Instrument Numbers 196998 and 196999, records of Washington County, Idaho, which easement is along the easterly boundary of the above described parcel of land and runs along an existing driveway beginning at said Mill Road, thence northerly to the north line of the above described parcel of land.

Approved by:

Initials HDB

Warranty Deed



FOR VALUE RECEIVED, LLOYD C. DIBBLE and ANGELA K. DIBBLE, husband and wife, the Grantors, do hereby, grant, bargain, sell and convey unto HAROLD DEAN BRUMBAUGH, an unmarried person, the Grantee, whose address is 2952 Mill Rd., Cambridge, ID 83610, the following described real estate situated in Washington County, State of Idaho, to-wit:

See Legal Description Attached

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, his successors 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 said premises are free from all incumbrances except accruing property taxes, and that they will warrant and defend the same from all lawful claims whatsoever.

DATED this 6th day of April, 2011.

Instrument # 217285

STATE OF IDAHO, COUNTY OF WASHINGTON

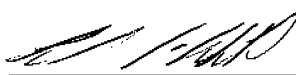
4-6-2011 02:38:00 No. of Pages: 3

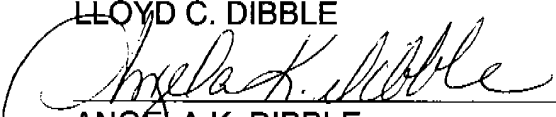
Recorded for : WASHINGTON COUNTY TITLE

BETTY J THOMAS Fee: 16.00

Ex-Officio Recorder Deputy

Index to: DEED


 LLOYD C. DIBBLE


 ANGELA K. DIBBLE

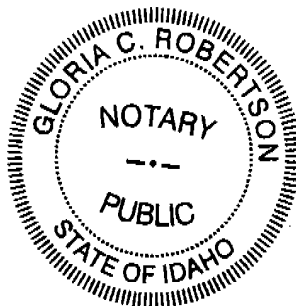
STATE OF IDAHO)

: ss

County of Washington)

On this 6th day of April, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared LLOYD C. DIBBLE and ANGELA K. DIBBLE, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.




Notary Public for Idaho

Residing at Weiser, Idaho

Commission expires: 03-17-12

Legal Description

A parcel of land situated within Government Lot 2 and the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 1, Township 14 North, Range 3 West, Boise Meridian, Washington County, Idaho, which parcel of land is more particularly described as follows:

Commencing at the southeast corner of Government Lot 2 (northeast corner of the SW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 1, T.14N., R.3W., B.M.;

Thence N 0°02'10" E, a distance of 384.22 feet along the East line of said Government Lot 2 to the Point of Beginning;

Thence S 88°09'40" W, a distance of 831.76 feet;

Thence S 13°13'06" W, a distance of 221.15 feet;

Thence S 49°22'11" E, a distance of 308.48 feet to a point within said SW $\frac{1}{4}$ NE $\frac{1}{4}$;

Thence S 62°58'28" E, a distance of 136.84 feet;

Thence S 34°59'32" W, a distance of 205 feet, more or less, to a point on the northerly right-of-way line of the former Pacific and Idaho Northern Railway (now Friends of Weiser River Trail, Inc.);

Thence westerly along the northerly line of said former Pacific and Idaho Northern Railway right-of-way to the southeast corner of a tract described in Instrument No. 204641;

Thence N 01°26'02" E, a distance of 803.85 feet;

Thence N 48°24'21" E, a distance of 128.84 feet;

Thence S 57°22'33" E, a distance of 112.33 feet;

Thence N 82°25'45" E, a distance of 833.75 feet to a point on the East line of said Government Lot 2;

Thence S 0°02'10" W, along the East line of said Government Lot 2 to the Point of Beginning.

SUBJECT TO the right-of-way of Mill Road.

continued...

TOGETHER WITH AND SUBJECT TO an ingress-egress and utility easement within the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 1, Township 14 North, Range 3 West, Boise Meridian, said easement being 40 feet wide (northwesterly) from the southeasterly boundary line of said easement which is more particularly described as follows:

Beginning at the northeast corner of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 1, T.14N., R.3W., B.M.;

Thence S 0°02'10" W, a distance of 224.92 feet along the East line of said SW $\frac{1}{4}$ NE $\frac{1}{4}$;

Thence N 82°42'53" W, a distance of 425.73 feet;

Thence N 64°05'55" W, a distance of 114.73 feet to the TRUE POINT OF BEGINNING at the northeast corner of said easement;

Thence S 34°59'32" W, a distance of 185 feet, more or less, along the southeasterly boundary line of said easement to the point of ending in the center of Mill Road.



WARRANTY DEED

Order No.:12897AM

FOR VALUE RECEIVED

Harold Dean Brumbaugh, a married man as his sole and separate property
the grantor(s), do(es) hereby grant, bargain, sell and convey unto

**Matthew B. Summers, a unmarried man and Michael B. Summers and
Angel K. Summers, husband and wife**

whose current address is:

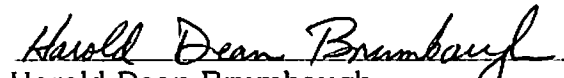
2952 Mill Road
Cambridge, ID 83610

the grantee(s), the following described premises, in Washington County, Idaho, TO
WIT:

"Exhibit A attached hereto and made a part hereof"

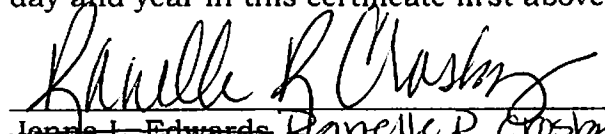
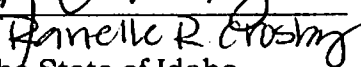
TO HAVE AND TO HOLD the said premises, with their appurtenances unto the
said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant
to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said
premises; that they are free from all encumbrances Except: Current Year Taxes,
conditions, covenants, restrictions, reservations, easements, rights and rights of way,
apparent or of record.
And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: July 22, 2014


Harold Dean Brumbaugh

State of Idaho } ss
County of Washington}

On this 22 day of July, 2014, before me,  ~~Jenna L. Edwards~~, a Notary Public in
and for said state, personally appeared Harold Dean Brumbaugh, known or identified
to me to be the person(s) whose name(s) is/are subscribed to the within Instrument
and acknowledged to me that he/she/they executed same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the
day and year in this certificate first above written.


~~Jenna L. Edwards~~ 
Notary Public for the State of Idaho
Residing at: ~~Weiser~~ 
Commission Expires: 1-29-19

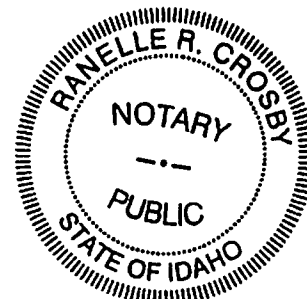


EXHIBIT "A"

12897AM

A parcel of land situated within Government Lot 2 and the SW1/4NE1/4 of Section 1, Township 14 North, Range 3 West, Boise Meridian, Washington County, Idaho, which parcel is more particularly described as follows:

Beginning at the southeast corner of Government Lot 2 (northeast corner of the SW1/4NE1/4) of Section 1, T.14N., R.3 W., B.M.;

Thence S 0°02'10" W, a distance of 224.92 feet along the East line of said SW1/4NE1/4;

Thence N 82°42'53" W, a distance of 425.73 feet;

Thence N 64°05'55" W, a distance of 114.73 feet;

Thence S 34°59'32" W, a distance of 205 feet, more or less, to a point on the northerly right-of-way line of the former Pacific and Idaho Northern Railway (now Friends of Weiser River Trail, Inc.)

Thence westerly along the northerly line of said former Pacific and Idaho Northern Railway right-of-way to the southeast corner of a tract described in Instrument No. 204641;

Thence N 01°26'02" E, a distance of 803.85 feet;

Thence N 48°24'21" E, a distance of 128.84 feet;

Thence S 57°22'33" E, a distance of 112.33 feet;

Thence N 82°25'45" E, a distance of 833.75 feet to a point on the East line of said Government Lot 2;

Thence S 0°02'10" W, along the East line of said Government Lot 2 to the Point of Beginning.



WARRANTY DEED

Order No.:12897AM

FOR VALUE RECEIVED

Harold Dean Brumbaugh, a married man as his sole and separate property
the grantor(s), do(es) hereby grant, bargain, sell and convey unto

**Matthew B. Summers, a unmarried man and Michael B. Summers and
Angel K. Summers, husband and wife**

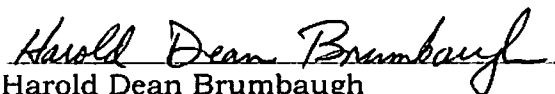
whose current address is:
2952 Mill Road
Cambridge, ID 83610

the grantee(s), the following described premises, in Washington County, Idaho, TO
WIT:

"Exhibit A attached hereto and made a part hereof"

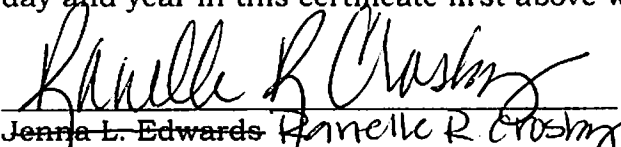
TO HAVE AND TO HOLD the said premises, with their appurtenances unto the
said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant
to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said
premises; that they are free from all encumbrances Except: Current Year Taxes,
conditions, covenants, restrictions, reservations, easements, rights and rights of way,
apparent or of record.
And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: July 22, 2014


Harold Dean Brumbaugh

State of Idaho } ss
County of Washington}

On this 22 day of July, 2014, before me,  ~~Jenna L. Edwards~~, a Notary Public in
and for said state, personally appeared Harold Dean Brumbaugh, known or identified
to me to be the person(s) whose name(s) is/are subscribed to the within Instrument
and acknowledged to me that he/she/they executed same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the
day and year in this certificate first above written.


~~Jenna L. Edwards~~ Ranelle R. Crosby
Notary Public for the State of Idaho
Residing at: ~~Weiser~~ Payette
Commission Expires: 1-29-19

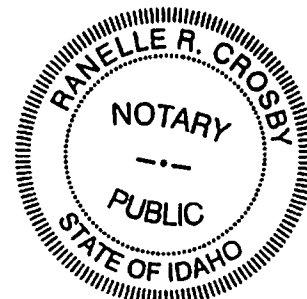


EXHIBIT "A"

12897AM

A parcel of land situated within Government Lot 2 and the SW1/4NE1/4 of Section 1, Township 14 North, Range 3 West, Boise Meridian, Washington County, Idaho, which parcel is more particularly described as follows:

Beginning at the southeast corner of Government Lot 2 (northeast corner of the SW1/4NE1/4) of Section 1, T.14N., R.3 W.,B.M.;

Thence S 0°02'10" W, a distance of 224.92 feet along the East line of said SW1/4NE1/4;

Thence N 82°42'53" W, a distance of 425.73 feet;

Thence N 64°05'55" W, a distance of 114.73 feet;

Thence S 34°59'32" W, a distance of 205 feet, more or less, to a point on the northerly right-of-way line of the former Pacific and Idaho Northern Railway (now Friends of Weiser River Trail, Inc.)

Thence westerly along the northerly line of said former Pacific and Idaho Northern Railway right-of-way to the southeast corner of a tract described in Instrument No. 204641;

Thence N 01°26'02" E, a distance of 803.85 feet;

Thence N 48°24'21" E, a distance of 128.84 feet;

Thence S 57°22'33" E, a distance of 112.33 feet;

Thence N 82°25'45" E, a distance of 833.75 feet to a point on the East line of said Government Lot 2;

Thence S 0°02'10" W, along the East line of said Government Lot 2 to the Point of Beginning.



PioneerTitleCo.
GOING BEYOND

8151 W. Rifleman Street
Boise, ID 83704

ELECTRONICALLY RECORDED-DO NOT
REMOVE THE COUNTY STAMPED FIRST
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT

Instrument # 229437
STATE OF IDAHO, COUNTY OF WASHINGTON
2015-10-16 03:34:29 PM No. of Pages: 2
Recorded for: PIONEER TITLE COMPANY OF ADA C
BETTY J. THOMAS Fee: \$13.00
Ex-Officio Recorder Deputy DWarren
Index To: DEED
Electronically Recorded by Simplifile

ACCOMMODATION

QUITCLAIM DEED

For Value Received

Rocky D. Farrens and Andrea E. Farrens, husband and wife
do hereby convey, release, remise and forever quit claim unto
Lori Farrens, an unmarried person
whose address is 223 Buckskin Dr., Nampa Idaho 83687

the following described premises, to-wit:

See Attached Exhibit "A"

GRANTOR AND GRANTEE HEREIN AGREE THAT THIS PARCEL HAS NO BUILDING
PERMIT ASSOCIATED WITH IT, ANY BUILDING PERMIT REQUIRES A LEGAL
VARIANCE OR SUBDIVISION AS APPROVED BY THE WASHINGTON COUNTY
PLANNING AND ZONING.

together with their appurtenances.

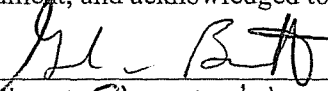
Dated: October 16, 2015


Rocky D. Farrens

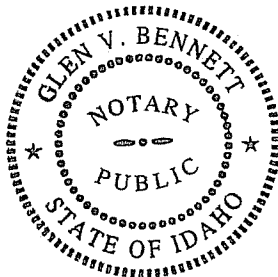

Andrea E. Farrens

State of IDAHO, County of Ada

On this 16th day of October in the year of 2015, before me, the undersigned, a Notary Public in
and for said State, personally appeared Rocky D Farrens and Andrea E Farnes known or
identified to me to be the person/persons whose name(s) is/are subscribed to the within
instrument, and acknowledged to me that he/she/they executed the same.


Residing at: Star Idaho
Commission Expires: 3-17-2021

COMMISSION EXPIRES: 3-17-21
RESIDING AT: STAR, IDAHO
GLEN V. BENNETT



213325

Warranty Deed Legal Description

IN WASHINGTON COUNTY, IDAHO:

A parcel of land situated within the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 1, Township 14 North, Range 3 West, Boise Meridian, Washington County, Idaho, which parcel of land is more particularly described as follows:

Beginning at the northeast corner of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 1, T.14N., R.3W., B.M.;

Thence S 0°02'10" W, a distance of 224.92 feet along the East line of said SW $\frac{1}{4}$ NE $\frac{1}{4}$ to the TRUE POINT OF BEGINNING:

Thence N 82°42'53" W, a distance of 425.73 feet;

Thence N 64°05'55" W, a distance of 114.73 feet;

Thence S 34°59'32" W, a distance of 205 feet, more or less, to a point on the northerly right-of-way line of the former Pacific and Idaho Northern Railway (now Friends of Weiser River Trail, Inc.)

Thence easterly along the northerly line of said former Pacific and Idaho Northern Railway right-of-way to a point on the East line of said SW $\frac{1}{4}$ NE $\frac{1}{4}$;

Thence N 0°02'10" E, a distance of 190 feet, more or less, along the East line of said SW $\frac{1}{4}$ NE $\frac{1}{4}$ to the TRUE POINT OF BEGINNING.

SUBJECT TO the right-of-way of Mill Road along the southerly side of the above described parcel of land.

ALSO SUBJECT TO AND TOGETHER WITH a 60 foot wide ingress-egress and utility easement within the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 1, Township 14 North, Range 3 West, Boise Meridian, as described and recorded on Instrument Numbers 196998 and 196999, records of Washington County, Idaho, which easement is along the easterly boundary of the above described parcel of land and runs along an existing driveway beginning at said Mill Road, thence northerly to the north line of the above described parcel of land.



Instrument # 237504
STATE OF IDAHO, COUNTY OF WASHINGTON
2019-01-11 10:12:23 AM No. of Pages: 2
Recorded for: AMERITITLE - CASCADE
DONNA ATWOOD Fee: \$15.00
Ex-Officio Recorder Deputy MMcConnell
Index To: DEED
Electronically Recorded by Simplifile

WARRANTY DEED

Order No.: 272900AM

FOR VALUE RECEIVED

Lynda L. Momberg, a married woman as her sole and separate property

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

Melody Goodman and Perry Goodman, husband and wife

whose current address is:
11779 N River Road
Payette, ID 83661

the grantee(s), the following described premises, in Washington County, Idaho, TO WIT:

A parcel of land situated within the SW1/4SE1/4 of Section 36, Township 15 North, Range 3 West, Boise Meridian, Washington County, Idaho, which parcel of land is more particularly described as follows:

Beginning at the southwest corner of the SW1/4SE1/4 of Section 36, T.15N., R.3W., B.M.;

Thence S 89°32'59"E, a distance of 79.14 feet along the south line of said SW1/4SE1/4 to the TRUE POINT OF BEGINNING;

Thence a distance of 56.12 feet along the arc of a 470.00 foot radius curve to the right, with a central angle of 6°50'27", and a long chord of 56.08 feet bearing N 8°37'37"E to a point on tangent;

Thence N 12°02'51"E, a distance of 368.18 feet to a point of curvature;

Thence a distance of 112.51 feet along the arc of a 273.38 foot radius curve to the right, with a central angle of 23°34'49", and a long chord of 111.72 feet bearing N 23°50'15"E to a point on tangent;

Thence N 35°37'40"E, a distance of 154.36 feet to a point of curvature;

Thence a distance of 125.82 feet along the arc of a 130.00 foot radius curve to the left, with a central angle of 55°27'09", and a long chord of 120.96 feet bearing N 7°54'05"E to a point on tangent;

Thence N 19°49'29"W, a distance of 247.39 feet to a point of curvature;

Thence a distance of 123.52 feet along the arc of a 580.00 foot radius curve to the left, with a central angle of 12°12'08", and a long chord of 123.29 feet bearing N 25°55'33"W to a point of reverse curvature;

Thence a distance of 121.38 feet along the arc of a 420.00 foot radius curve to the right, with a central angle of 16°33'30", and a long chord of 120.96 feet bearing N 23°44'52"W to a point on tangent;

Thence N 15°28'07"W, a distance of 102.87 feet to a point on the north line of said SW1/4SE1/4;

Thence S 89°34'27"E, a distance of 1219.75 feet along the north line of said SW1/4SE1/4 to the northeast corner of said SW1/4SE1/4;

Thence S 0°08'33"E, a distance of 1317.18 feet along the east line of said SW1/4SE1/4 to the southeast corner of said SW1/4SE1/4;

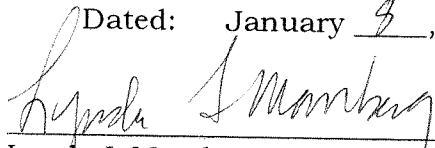
Thence N 89°32'59"W, a distance of 1246.04 feet along the south line of said SW1/4SE1/4 to the TRUE POINT OF BEGINNING.

237504

Together with and subject to a 60.00 foot wide ingress-egress and utility easement as described and recorded as Instrument No. 197424, Official Records.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record. And that (s)he will warrant and defend the same from all lawful claims whatsoever.

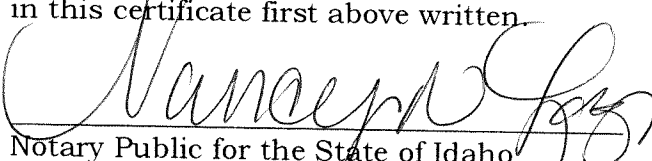
Dated: January 4, 2019

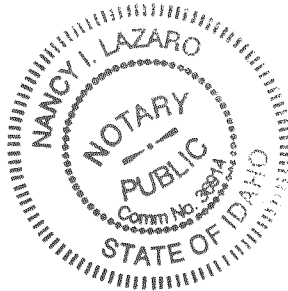

Lynda L Momberg

State of Idaho } ss
County of Washington}

On this 8 day of January, 2019, before me, Nancy I. Lazaro a Notary Public in and for said state, personally appeared Lynda L. Momberg, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within Instrument and acknowledged to me that he/she/they executed same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.


Notary Public for the State of Idaho
Residing at: Weiser, ID
Commission Expires: 10/09/2019





100 10th Avenue South
Nampa, ID 83651

ELECTRONICALLY RECORDED-DO NOT
REMOVE THE COUNTY STAMPED FIRST
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT

File No. 725032 CS/EM

Instrument # 241414
STATE OF IDAHO, COUNTY OF WASHINGTON
2020-06-30 02:47:10 PM No. of Pages: 2
Recorded for: PIONEER TITLE WASHINGTON COUNT
DONNA ATWOOD Fee: \$15.00
Ex-Officio Recorder Deputy MMcConnell
Index To: DEED
Electronically Recorded by Simplifile

QUITCLAIM DEED

For Value Received

Melody Goodman and Perry Goodman, wife and husband
do hereby convey, release, remise and forever quit claim unto
Perry L. Goodman and Melody D. Goodman, husband and wife
whose address is PO Box 38, Cambridge, ID 83610

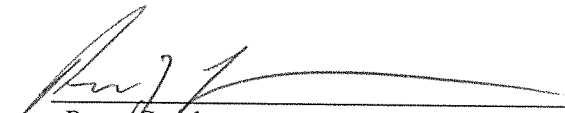
the following described premises, to-wit:

See Exhibit A attached hereto and made a part hereof.

together with their appurtenances.

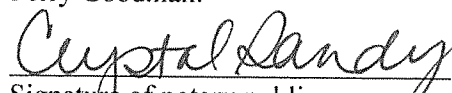
Dated: June 16, 2020


Melody Goodman


Perry Goodman

State of Idaho, County of Ada

This record was acknowledged before me on June 30, 2020 by Melody Goodman and Perry Goodman.


Signature of notary public
Commission Expires: 4-27-2022

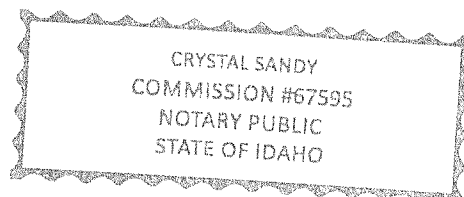


EXHIBIT A

A parcel of land situated within Government Lot 2 and the SW1/4NE1/4 of Section 1, Township 14 North, Range 3 West, Boise Meridian, and the SW1/4SE1/4 of Section 36, Township 15 North, Range 3 West, Boise Meridian, Washington County, Idaho, which parcel of land is more particularly described as follows:

Beginning at the southwest corner of the SW1/4SE1/4 of Section 36, T. 15N, R. 3W., B.M.;
Thence S 89°32'59" E, a distance of 79.14 feet along the south line of said SW1/4SE1/4 to the TRUE POINT OF BEGINNING;

Thence a distance of 56.12 feet along the arc of a 470.00 foot radius curve to the right, with a central angle of 6°50'27", and a long chord of 56.08 feet bearing N 8°37'37" E to a point on tangent;

Thence N 12°02'51" E, a distance of 368.18 feet to a point of curvature;

Thence a distance of 112.51 feet along the arc of a 273.88 foot radius curve to the right, with a central angle of 23°34'49", and a long chord of 111.72 feet bearing N 23°50'15" E to a point on tangent;

Thence N 35°37'40" E, a distance of 154.36 feet to a point of curvature;

Thence a distance of 125.82 feet along the arc of a 130.00 foot radius curve to the left, with a central angle of 55°27'09", and a long chord of 120.96 feet bearing N 7°54'05" E to a point on tangent;

Thence N 19°49'29" W, a distance of 247.39 feet to a point of curvature;

Thence a distance of 123.52 feet along the arc of a 580.00 foot radius curve to the left, with a central angle of 12°12'08", and a long chord of 123.29 feet bearing N 25°55'33" W to a point of reverse curvature;

Thence a distance of 121.38 feet along the arc of a 420.00 foot radius curve to the right, with a central angle of 16 33'30" and a long chord of 120.96 feet bearing N 23°44'52" W to a point on tangent;

Thence N 15°28'07" W, a distance of 102.87 feet to a point on the north line of said SW1/4SE1/4;

Thence S 89°34'27" E, a distance of 1219.75 feet along the north line of said SW1/4SE1/4 to the northeast corner of said SW1/4SE1/4;

Thence S 0°08'33" E, a distance of 1317.18 feet along the east line of said SW1/4SE1/4 to the southeast corner of said SW1/4SE1/4 (northeast corner of said Government Lot 2);

Thence N 89°32'59" W, a distance of 1246.04 feet along the South line of said SW1/4SE1/4 to the TRUE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO a 60.00 foot wide ingress-egress and utility easement as described and recorded as Instrument No. 197424.



100 10th Avenue South
Nampa, ID 83651

ELECTRONICALLY RECORDED-DO NOT
REMOVE THE COUNTY STAMPED FIRST
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT

Instrument # 241414

STATE OF IDAHO, COUNTY OF WASHINGTON
2020-06-30 02:47:10 PM No. of Pages: 2
Recorded for: PIONEER TITLE WASHINGTON COUNT
DONNA ATWOOD Fee: \$15.00
Ex-Officio Recorder Deputy MMcConnell
Index To: DEED
Electronically Recorded by Simplifile

Instrument # 241468

STATE OF IDAHO, COUNTY OF WASHINGTON
2020-07-08 02:04:03 PM No. of Pages: 4
Recorded for: PIONEER TITLE CANYON - CALDWEL
DONNA ATWOOD Fee: \$15.00
Ex-Officio Recorder Deputy MMcConnell
Index To: DEED
Electronically Recorded by Simplifile

File No. 725032 CS/EM

***ReRecorded to correct legal description and
notary jurat*****

QUITCLAIM DEED

For Value Received

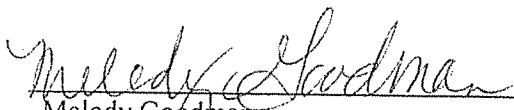
Melody Goodman and Perry Goodman, wife and husband
do hereby convey, release, remise and forever quit claim unto
Perry L. Goodman and Melody D. Goodman, husband and wife
whose address is PO Box 38, Cambridge, ID 83610

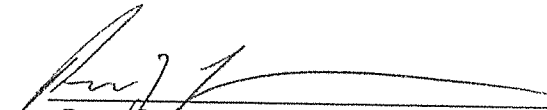
the following described premises, to-wit:

See Exhibit A attached hereto and made a part hereof.

together with their appurtenances.

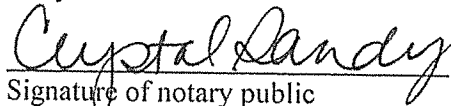
Dated: June 16, 2020


Melody Goodman

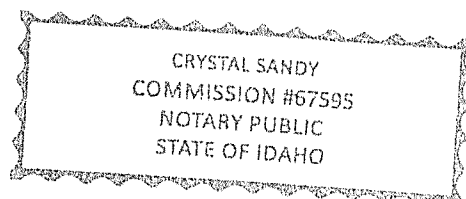

Perry Goodman

State of Idaho, County of Ada

This record was acknowledged before me on June 30, 2020 by Melody Goodman and Perry Goodman.


Signature of notary public

Commission Expires: 4-27-2022





100 10th Avenue South
Nampa, ID 83651

ELECTRONICALLY RECORDED-DO NOT
REMOVE THE COUNTY STAMPED FIRST
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT

File No. 725032 CS/EM

***ReRecorded to correct legal description and notary
jurat****

QUITCLAIM DEED

For Value Received

Melody Goodman and Perry Goodman, wife and husband
do hereby convey, release, remise and forever quit claim unto

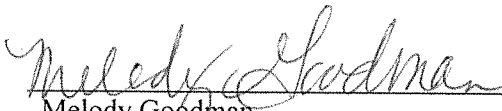
Perry L. Goodman and Melody D. Goodman, husband and wife
whose address is PO Box 38, Cambridge, ID 83610

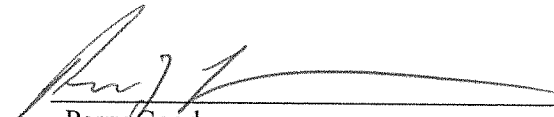
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See Exhibit A attached hereto and made a part hereof.

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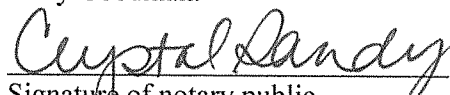
Dated: June 16, 2020


Melody Goodman


Perry Goodman

State of Idaho, County of Ada

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Signature of notary public

Commission Expires: 4-27-2022

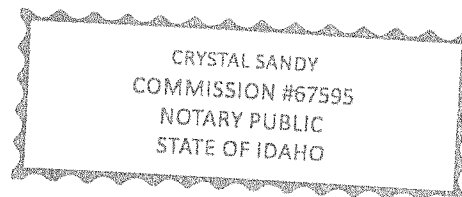


EXHIBIT A

A parcel of land situated within Government Lot 2 and the SW1/4NE1/4 of Section 1, Township 14 North, Range 3 West, Boise Meridian, and the SW1/4SE1/4 of Section 36, Township 15 North, Range 3 West, Boise Meridian, Washington County, Idaho, which parcel of land is more particularly described as follows:

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Thence S 89°32'59" E, a distance of 79.14 feet along the south line of said SW1/4SE1/4 to the TRUE POINT OF BEGINNING;

Thence a distance of 56.12 feet along the arc of a 470.00 foot radius curve to the right, with a central angle of 6°50'27", and a long chord of 56.08 feet bearing N 8°37'37" E to a point on tangent;

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TOGETHER WITH AND SUBJECT TO a 60.00 foot wide ingress-egress and utility easement as described and recorded as Instrument No. 197424.

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TOGETHER WITH AND SUBJECT TO a 60.00 foot wide ingress-egress and utility easement as described and recorded as Instrument No. 197424.

EXHIBIT

B

Policy No.: 81030-44073632

GUARANTEE

Issued by

Commonwealth Land Title Insurance Company

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND THE CONDITIONS AND STIPULATIONS OF THIS GUARANTEE,

COMMONWEALTH LAND TITLE INSURANCE COMPANY

a Florida corporation, herein called the Company

GUARANTEES

the Assured named in Schedule A against actual monetary loss or damage not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

IN WITNESS WHEREOF, COMMONWEALTH LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Guarantee to become valid when countersigned by an authorized officer or agent of the Company.

AmeriTitle, LLC

Jonathan Edwards

Authorized Signatory

COMMONWEALTH LAND TITLE INSURANCE COMPANY



By:

[Signature]

ATTEST

President

[Signature]

Secretary

SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

1. Except to the extent that specific assurances are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:

(a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.

(b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.

(c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.

2. Notwithstanding any specific assurances which are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:

(a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A), (C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.

(b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.

(c) The identity of any party shown or referred to in Schedule A.

(d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee.

GUARANTEE CONDITIONS AND STIPULATIONS

1. Definition of Terms

The following terms when used in the Guarantee mean:

(a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.

(b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.

(c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.

(e) "date": the effective date.

2. Notice of Claim to be Given by Assured Claimant

An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

3. No Duty to Defend or Prosecute

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

(a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.

(c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to

final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

(d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. Proof of Loss or Damage

In addition to and after the notices required under Section 2 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. Options to Pay or Otherwise Settle Claims: Termination of Liability

In case of a claim under this Guarantee, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4.

7. Determination and Extent of Liability

This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

(a) the amount of liability stated in Schedule A or in Part 2;

(b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or

(c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

8. Limitation of Liability

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.

(c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

9. Reduction of Liability or Termination of Liability

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the amount of liability pro tanto.

10. Payment of Loss

(a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

11. Subrogation Upon Payment or Settlement

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies

against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

12. Arbitration

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

13. Liability Limited to This Guarantee; Guarantee Entire Contract

(a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

(c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

14. Notices Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to: Consumer Affairs Department, PO Box 45023, Jacksonville, Florida 32232-5023.

LOT BOOK GUARANTEE

SCHEDULE A

Order No.: 521799AM
Guarantee No.: 81030-44073632
Your Reference:
Dated: January 21, 2022 at 7:30 A.M.
Liability: \$175.00
Fee: \$75.00
Name of Assured: Hawley Troxell Attorneys and Counselors
Subject Property Address: TBD Mill Road, Cambridge, ID 83610

The Assurances referred to on the face page are:

That, according to the Company's property records relative to the following described real property (but without examination of those Company records maintained and indexed by name):

See attached Exhibit 'A'

A. The last recorded instrument purporting to transfer title to said real property is:

Parcel I:

Quit Claim Deed

Dated: June 16, 2020
Grantor: Melody Goodman and Perry Goodman, husband and wife
Grantee: Perry L. Goodman and Melody D. Goodman, husband and wife
Recorded: July 8, 2020
Instrument No.: 241468

Parcel II:

Warranty Deed

Dated: March 2, 2007
Grantor: Lloyd C. Dibble and Angela K. Dibble, husband and wife
Grantee: Logan L. Hobdey and Lisa M. Hobdey, husband and wife
Recorded: March 7, 2007
Instrument No.: 204641

Parcel III:

Warranty Deed

Dated: July 22, 2014
Grantor: Harold Dean Brumbaugh, a married man
Grantee: Matthew B. Summer, an unmarried man and Michael B. Summers and Angel Summers, husband and wife
Recorded: July 23, 2014
Instrument No.: 226491

Parcel IV:

Quitclaim Deed

Dated: October 16, 2015
Grantor: Rocky D Farrens and Andrea E. Farrens, husband and wife
Grantee: Lori Farrens, an unmarried person
Recorded: October 16, 2015

- B. There are no mortgages or deeds of trust which purport to affect said real property, other than those shown below under exceptions.

SEE SCHEDULE B

No guarantee is made regarding (a) matters affecting the beneficial interest of any mortgage or deed of trust which may be shown herein as an Exception, or (b) other matters which may affect any such mortgage or deed of trust.

No guarantee is made regarding any liens, claims of lien, defects or encumbrances other than those specifically provided for above, and, if information was requested by reference to a street address, no guarantee is made that said real property is the same as said address

END OF SCHEDULE A

LOT BOOK GUARANTEE

Order No: 521799AM
Policy No: 81030-44073632

SCHEDULE B

EXCEPTIONS:

1. Parcel I

A Deed of Trust, including the terms and provisions thereof, to secure the amount noted below and other amounts secured thereunder, if any:

Amount: \$262,832.00

Trustor/Grantor: Perry L. Goodman and Melody D. Goodman, husband and wife

Trustee: Pioneer Title- Caldwell

Beneficiary: Mortgage Electronic Registration Systems, Inc. (MERS), solely as nominee for First Interstate Bank

Dated: June 26, 2020

Recorded: June 30, 2020

Instrument No.: 241415

Rerecorded July 8, 2020

Instrument No.: 241469

An agreement to modify the terms and provisions of said Deed of Trust as therein provided:

Recorded: February 8, 2021

Instrument No.: 243860

2. Parcel III

A Deed of Trust, including the terms and provisions thereof, to secure the amount noted below and other amounts secured thereunder, if any:

Amount: \$230,400.00

Trustor/Grantor: Matthew B. Summers, an unmarried man and Michael B. Summers and Angel K. Summers, husband and wife

Trustee: AmeriTitle

Beneficiary: Mortgage Electronic Registration Systems, Inc. (MERS), solely as nominee for Panhandle State Bank

Dated: July 22, 2014

Recorded: July 23, 2014

Instrument No.: 226493

END OF SCHEDULE B

Countersigned:

Jonathan Edwards

Authorized Signature

PIN: **RP15N03W368700**

TAG: **TAG 022-0000**

Current owner: **GOODMAN PERRY L(more)**

AIN:

TIF:

Ownership type: **Joint Tenancy**

Status: **Active**

County: **44-Washington**

Situs address: **2952 MILL RD**

Geocode:

Case:

Description: **A PORTION OF THE SWSE S36(...)**

Rev acct: **0000026331**

Pmt pln:

Class: **105 Dry Grazing Land**

Tax sale:

ACH pln:

Roll type: **Real Property**

Year/Bill 2021-109477-A

Tax Info

Print

Bill Detail

Total Due 1/21/2022

Bill type: Original Actual

Owner of record:

Bill dates: November 01, 2021

GOODMAN PERRY L
PO BOX 38
CAMBRIDGE ID 83610

Amount: \$125.79

Paid date: Tuesday, December 14, 2021

Receipt: U21.4867

Sequence no: 1

Paid by: GOODMAN PERRY L

Decal no:

Description: A PORTION OF THE SWSE S36T15R3 34.19 ACRES

Bill 2021-109477-A Inst 2-June 21	\$125.79
Total Current	\$125.79
Delinquent	\$0.00
Adv/Surplus	\$0.00
Discount	\$0.00
Total Due	\$125.79

Values/Exemptions

Land Assessed	45,890 USD
Total Acres	34.1900 Acres
Total Value	45,890 USD
Total Exemptions	21,750 USD
Net Tax Value	24,140 USD
HOEX_Exemption	21,750

Charge Summary

Detail

Gross Tax	Credits	Net Tax	Tax Savings	Total Credits/Savings
251.58	0.00	251.58	148.10	148.10

PIN: RP14N03W010950	TAG: TAG 007-0000	Current owner: HOBDEY LOGAN L(more)
AIN:	TIF:	Ownership type: Community Property
Status: Active	County: 44-Washington	Situs address:
Geocode:	Case:	Description: PART W1/2NE; S1T14R3 21.8 AC
Rev acct: 0000016467	Pmt pln:	Class: 103 Non Irrigated Crop Land
Tax sale:	ACH pln:	Roll type: Real Property

Year/Bill: 2021-108730-A		*Tax Info*	Print	Bill Detail	Total Due: 1/21/2022														
Bill type: Original Actual	Owner of record:		<table border="1"> <tr> <td>Bill 2021-108730-A</td> <td>\$0.00</td> </tr> <tr> <td>Inst 2-June 21</td> <td></td> </tr> <tr> <td>Total Current</td> <td>\$0.00</td> </tr> <tr> <td>Delinquent</td> <td>\$0.00</td> </tr> <tr> <td>Adv/Surplus</td> <td>\$0.00</td> </tr> <tr> <td>Discount</td> <td>\$0.00</td> </tr> <tr> <td>Total Due</td> <td>\$0.00</td> </tr> </table>			Bill 2021-108730-A	\$0.00	Inst 2-June 21		Total Current	\$0.00	Delinquent	\$0.00	Adv/Surplus	\$0.00	Discount	\$0.00	Total Due	\$0.00
Bill 2021-108730-A	\$0.00																		
Inst 2-June 21																			
Total Current	\$0.00																		
Delinquent	\$0.00																		
Adv/Surplus	\$0.00																		
Discount	\$0.00																		
Total Due	\$0.00																		
Bill dates: <u>November 01, 2021</u>	HOBDEY LOGAN L 10210 GUINEVERE DR BOISE ID 83704																		
Amount: \$33.84																			
Paid date: Tuesday, November 23, 2021																			
Receipt: <u>U21.3139</u>																			
Sequence no: 1																			
Paid by: HOBDEY LOGAN																			
Decal no:																			
Description: PART W1/2NE; S1T14R3 21.8 AC																			
Large Summary					Detail														
Gross Tax	Credits	Net Tax	Tax Savings	Total Credits/Savings															
33.84	0.00	33.84	0.00	0.00															

Values/Exemptions	
Land Assessed	4,418 USD
Total Acres	21.8000 Acres
Total Value	4,418 USD
Net Tax Value	4,418 USD

PIN: RP14N03W011080	TAG: TAG 007-0000	Current owner: SUMMERS MATTHEW B(more)
AIN:	TIF:	Ownership type: Tenancy in Common
Status: Active	County: 44-Washington	Situs address: 2964 MILL RD
Geocode:	Case:	Description: PART OF LOT 2 & SWNE; S1T(...)
Rev acct: 0000021872	Pmt pln:	Class: 105 Dry Grazing Land
Tax sale:	ACH pln:	Roll type: Real Property

Year/Bill 2021-108923-A | *Tax Info*

Bill type: Original Actual Owner of record:

Bill dates: November 01, 2021 SUMMERS MATTHEW B
 PO BOX 384
 CAMBRIDGE ID 83610

Amount: \$1,814.12

Paid date: Tuesday, November 30, 2021

Receipt: U21.3874

Sequence no: 4

Paid by: SUMMERS RANCH

Decal no:

Description: PART OF LOT 2 & SWNE; S1T14R3; 21.92 ACRES

Charge Summary

Gross Tax	Credits	Net Tax	Tax Savings	Total Credits/Savings
1,814.12	0.00	1,814.12	851.20	851.20

Total Due 1/21/2022

Bill 2021-108923-A Inst 2-June 21	\$0.00
Total Current	\$0.00
Delinquent	\$0.00
Adv/Surplus	\$0.00
Discount	\$0.00
Total Due	\$0.00

Values/Exemptions

Land Assessed	44,697 USD
Imp Assessed	308,261 USD
Total Acres	21.9200 Acres
Total Value	352,958 USD
Total Exemptions	125,000 USD
Net Tax Value	227,958 USD

PIN: **RP14N03W011200**

TAG: **TAG 007-0000**

Current owner: **FARRENS LORI**

AIN:

TIF:

Ownership type: **Sole Ownership**

Status: **Active**

County: **44-Washington**

Situs address:

Geocode:

Case:

Description: **PART W1/2NE; S1T14R3 2.33 AC**

Rev acct: **0000022743**

Pmt pln:

Class: **512 Res Rural Tract Vacant**

Tax sale:

ACH pln:

Roll type: **Real Property**

Year/Bill 2021-109605-A

Tax Info

Print

Bill Detail

Total Due 1/21/2022

Bill type: Original Actual

Owner of record:

Bill dates: November 01, 2021

FARRENS LORI
223 BUCKSKIN DR
NAMPA ID 83687

Amount: \$335.06

Paid date: Friday, November 26, 2021

Receipt: U21.3269

Sequence no: 1

Paid by: FARRENS LORI

Decal no:

Description: PART W1/2NE; S1T14R3 2.33 AC

Bill 2021-109605-A Inst 2-June 21	\$0.00
Total Current	\$0.00
Delinquent	\$0.00
Adv/Surplus	\$0.00
Discount	\$0.00
Total Due	\$0.00

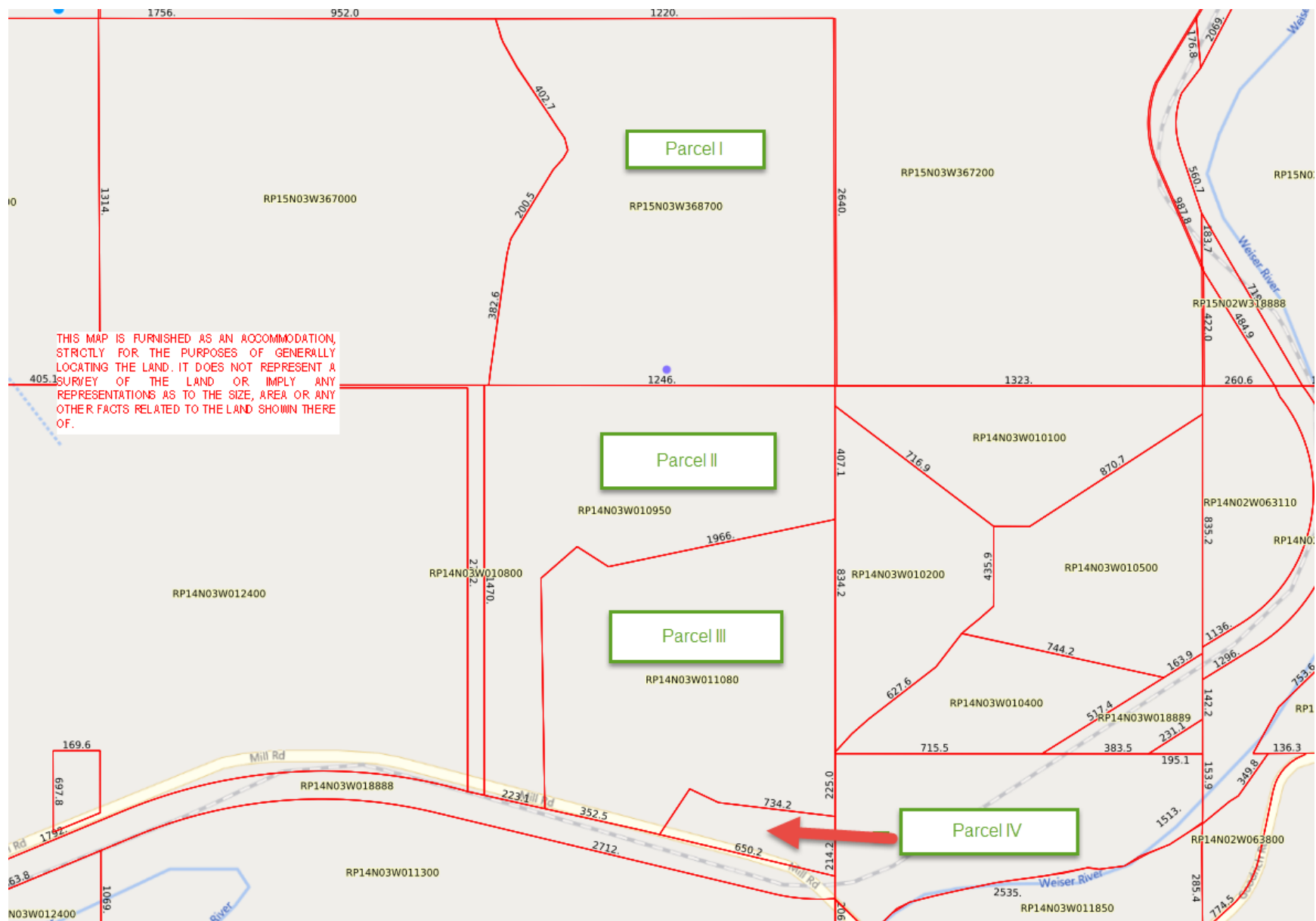
Values/Exemptions

Land Assessed	39,233 USD
Imp Assessed	4,510 USD
Total Acres	2.3300 Acres
Total Value	43,743 USD
Net Tax Value	43,743 USD

Large Summary

Detail

Gross Tax	Credits	Net Tax	Tax Savings	Total Credits/Savings
335.06	0.00	335.06	0.00	0.00





100 10th Avenue South
Nampa, ID 83651

ELECTRONICALLY RECORDED-DO NOT
REMOVE THE COUNTY STAMPED FIRST
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT

Instrument # 241414

STATE OF IDAHO, COUNTY OF WASHINGTON
2020-06-30 02:47:10 PM No. of Pages: 2
Recorded for: PIONEER TITLE WASHINGTON COUNT
DONNA ATWOOD Fee: \$15.00
Ex-Officio Recorder Deputy MMcConnell
Index To: DEED
Electronically Recorded by Simplifile

Instrument # 241468

STATE OF IDAHO, COUNTY OF WASHINGTON
2020-07-08 02:04:03 PM No. of Pages: 4
Recorded for: PIONEER TITLE CANYON - CALDWEL
DONNA ATWOOD Fee: \$15.00
Ex-Officio Recorder Deputy MMcConnell
Index To: DEED
Electronically Recorded by Simplifile

File No. 725032 CS/EM

***ReRecorded to correct legal description and
notary jurat*****

QUITCLAIM DEED

For Value Received

Melody Goodman and Perry Goodman, wife and husband
do hereby convey, release, remise and forever quit claim unto

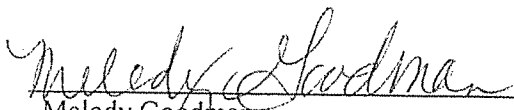
Perry L. Goodman and Melody D. Goodman, husband and wife
whose address is PO Box 38, Cambridge, ID 83610

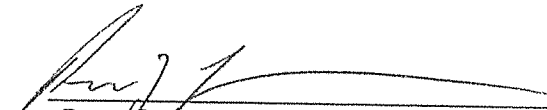
the following described premises, to-wit:

See Exhibit A attached hereto and made a part hereof.

together with their appurtenances.

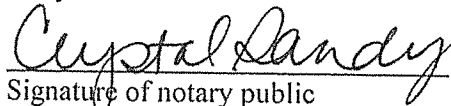
Dated: June 16, 2020


Melody Goodman

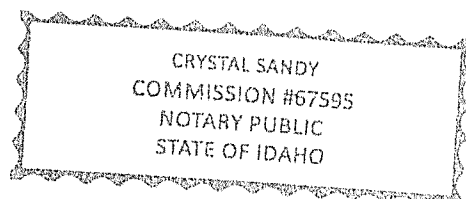

Perry Goodman

State of Idaho, County of Ada

This record was acknowledged before me on June 30, 2020 by Melody Goodman and Perry Goodman.


Signature of notary public

Commission Expires: 4-27-2022





100 10th Avenue South
Nampa, ID 83651

ELECTRONICALLY RECORDED-DO NOT
REMOVE THE COUNTY STAMPED FIRST
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT

File No. 725032 CS/EM

***ReRecorded to correct legal description and notary
jurat****

QUITCLAIM DEED

For Value Received

Melody Goodman and Perry Goodman, wife and husband
do hereby convey, release, remise and forever quit claim unto

Perry L. Goodman and Melody D. Goodman, husband and wife
whose address is PO Box 38, Cambridge, ID 83610

the following described premises, to-wit:

See Exhibit A attached hereto and made a part hereof.

together with their appurtenances.

Dated: June 16, 2020

Melody Goodman
Melody Goodman

Perry Goodman
Perry Goodman

State of Idaho, County of Ada

This record was acknowledged before me on June 30, 2020 by Melody Goodman and Perry Goodman.

Crystal Sandy
Signature of notary public

Commission Expires: 4-27-2022

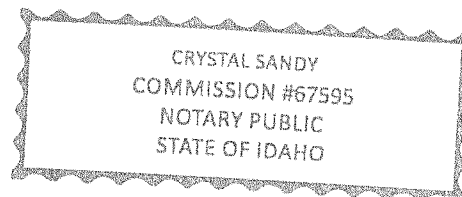


EXHIBIT A

A parcel of land situated within Government Lot 2 and the SW1/4NE1/4 of Section 1, Township 14 North, Range 3 West, Boise Meridian, and the SW1/4SE1/4 of Section 36, Township 15 North, Range 3 West, Boise Meridian, Washington County, Idaho, which parcel of land is more particularly described as follows:

Beginning at the southwest corner of the SW1/4SE1/4 of Section 36, T. 15N, R. 3W., B.M.;
Thence S 89°32'59" E, a distance of 79.14 feet along the south line of said SW1/4SE1/4 to the TRUE POINT OF BEGINNING;

Thence a distance of 56.12 feet along the arc of a 470.00 foot radius curve to the right, with a central angle of 6°50'27", and a long chord of 56.08 feet bearing N 8°37'37" E to a point on tangent;

Thence N 12°02'51" E, a distance of 368.18 feet to a point of curvature;

Thence a distance of 112.51 feet along the arc of a 273.88 foot radius curve to the right, with a central angle of 23°34'49", and a long chord of 111.72 feet bearing N 23°50'15" E to a point on tangent;

Thence N 35°37'40" E, a distance of 154.36 feet to a point of curvature;

Thence a distance of 125.82 feet along the arc of a 130.00 foot radius curve to the left, with a central angle of 55°27'09", and a long chord of 120.96 feet bearing N 7°54'05" E to a point on tangent;

Thence N 19°49'29" W, a distance of 247.39 feet to a point of curvature;

Thence a distance of 123.52 feet along the arc of a 580.00 foot radius curve to the left, with a central angle of 12°12'08", and a long chord of 123.29 feet bearing N 25°55'33" W to a point of reverse curvature;

Thence a distance of 121.38 feet along the arc of a 420.00 foot radius curve to the right, with a central angle of 16°33'30" and a long chord of 120.96 feet bearing N 23°44'52" W to a point on tangent;

Thence N 15°28'07" W, a distance of 102.87 feet to a point on the north line of said SW1/4SE1/4;

Thence S 89°34'27" E, a distance of 1219.75 feet along the north line of said SW1/4SE1/4 to the northeast corner of said SW1/4SE1/4;

Thence S 0°08'33" E, a distance of 1317.18 feet along the east line of said SW1/4SE1/4 to the southeast corner of said SW1/4SE1/4 (northeast corner of said Government Lot 2);

Thence N 89°32'59" W, a distance of 1246.04 feet along the South line of said SW1/4SE1/4 to the TRUE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO a 60.00 foot wide ingress-egress and utility easement as described and recorded as Instrument No. 197424.

EXHIBIT A

A parcel of land situated within the SW1/4SE1/4 of Section 36, Township 15 North, Range 3 West, Boise Meridian, Washington County, Idaho, which parcel of land is more particularly described as follows:

Beginning at the southwest corner of the SW1/4SE1/4 of Section 36, T. 15N, R. 3W., B.M.;
Thence S 89°32'59" E, a distance of 79.14 feet along the south line of said SW1/4SE1/4 to the TRUE POINT OF BEGINNING;

Thence a distance of 56.12 feet along the arc of a 470.00 foot radius curve to the right, with a central angle of 6°50'27", and a long chord of 56.08 feet bearing N 8°37'37" E to a point on tangent;

Thence N 12°02'51" E, a distance of 368.18 feet to a point of curvature;

Thence a distance of 112.51 feet along the arc of a 273.88 foot radius curve to the right, with a central angle of 23°34'49", and a long chord of 111.72 feet bearing N 23°50'15" E to a point on tangent;

Thence N 35°37'40" E, a distance of 154.36 feet to a point of curvature;

Thence a distance of 125.82 feet along the arc of a 130.00 foot radius curve to the left, with a central angle of 55°27'09", and a long chord of 120.96 feet bearing N 7°54'05" E to a point on tangent;

Thence N 19°49'29" W, a distance of 247.39 feet to a point of curvature;

Thence a distance of 123.52 feet along the arc of a 580.00 foot radius curve to the left, with a central angle of 12°12'08", and a long chord of 123.29 feet bearing N 25°55'33" W to a point of reverse curvature;

Thence a distance of 121.38 feet along the arc of a 420.00 foot radius curve to the right, with a central angle of 16 33'30" and a long chord of 120.96 feet bearing N 23°44'52" W to a point on tangent;

Thence N 15°28'07" W, a distance of 102.87 feet to a point on the north line of said SW1/4SE1/4;

Thence S 89°34'27" E, a distance of 1219.75 feet along the north line of said SW1/4SE1/4 to the northeast corner of said SW1/4SE1/4;

Thence S 0°08'33" E, a distance of 1317.18 feet along the east line of said SW1/4SE1/4 to the southeast corner of said SW1/4SE1/4;

Thence N 89°32'59" W, a distance of 1246.04 feet along the South line of said SW1/4SE1/4 to the TRUE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO a 60.00 foot wide ingress-egress and utility easement as described and recorded as Instrument No. 197424.

Approved by:
Initials JDH

Instrument # 204641

STATE OF IDAHO, COUNTY OF WASHINGTON
2007-03-02 04:36:00 No. of Pages: 3
Recorded for: WASHINGTON COUNTY TITLE C
SHARON WIDNER Fee: 9.00
Ex-Officio Recorder Deputy LMcknight
Index To: DEED
Electronically Recorded by Simplifile



Warranty Deed



FOR VALUE RECEIVED, LLOYD C. DIBBLE and ANGELA K. DIBBLE, husband and wife, the Grantors, do hereby, grant, bargain, sell and convey unto LOGAN L. HOBDEY and LISA M. HOBDEY, husband and wife, the Grantees, whose address is 10210 Guinevere Dr., Boise, ID 83704, the following described real estate situated in Washington County, State of Idaho, to-wit:

See Attached Legal Description

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their successors and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that they are the owners in fee simple of said premises; that said premises are free from all incumbrances, and that they will warrant and defend the same from all lawful claims whatsoever.

DATED this 2 day of March, 2007.

LLOYD C. DIBBLE

ANGELA K. DIBBLE

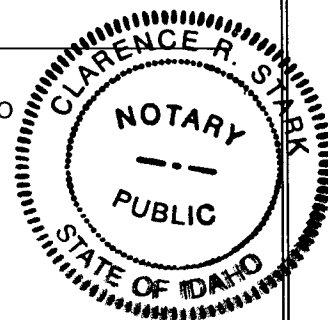
STATE OF IDAHO)
: ss
County of Washington)

On this 2 day of March, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared LLOYD C. DIBBLE and ANGELA K. DIBBLE known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

Notary Public for Idaho
Residing at Weiser, Idaho
Commission expires:

9-7-2011



Legal Description for Warranty Deed

IN WASHINGTON COUNTY, IDAHO:

A parcel of land situated within Government Lot 2 and the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 1, Township 14 North, Range 3 West, Boise Meridian, Washington County, Idaho, which parcel of land is more particularly described as follows:

Beginning at the northwest corner of Government Lot 2 of Section 1, T.14N., R.3W., B.M.;

Thence S 89°32'59" E, a distance of 60.00 feet along the North line of said Government Lot 2 to the TRUE POINT OF BEGINNING;

Thence continuing S 89°32'59" E, a distance of 1265.18 feet along the North line of said Government Lot 2 to the northeast corner of said Government Lot 2;

Thence S 0°02'10" W, a distance of 519.69 feet along the East line of said Government Lot 2;

Thence S 82°25'45" W, a distance of 833.75 feet;

Thence N 57°22'33" W, a distance of 112.33 feet;

Thence S 48°24'21" W, a distance of 128.84 feet;

Thence S 1°26'02" W, a distance of 840 feet, more or less, to a point on the former northerly right-of-way line of the former Pacific and Idaho Northerly Railway (now Friends of Weiser River Trail, Inc.), which point is within the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 1;

Thence westerly along the northerly line of said former Pacific and Idaho Northern Railway right-of-way to a point on a line 60.00 feet East of the West line of said SW $\frac{1}{4}$ NE $\frac{1}{4}$;

Thence N 0°01'34" W, a distance of 1445 feet, more or less, along a line 60.00 feet East of and parallel to the West line of said SW $\frac{1}{4}$ NE $\frac{1}{4}$ and the West line of said Government Lot 2 to the TRUE POINT OF BEGINNING;

SUBJECT TO the right-of-way of a County Road known as Mill Road along the South side of the above described parcel of land.

ALSO TOGETHER WITH AND SUBJECT TO a 60.00 foot wide ingress-egress and utility easement within Government Lot 2 and the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 1, Township 14 North, Range 3 West, Boise Meridian, Washington County, Idaho, said easement running along the West boundary of the above described parcel of land from Mill Road, thence northerly through said SW $\frac{1}{4}$ NE $\frac{1}{4}$ and said Government Lot 2 to the North line of said Government Lot 2, which easement is more particularly described as follows:

continued

Legal Description continued

Beginning at the northwest corner of Government Lot 2 of Section 1, T.14N., R.3W., B.M.;

Thence S 89°32'59" E, a distance of 30.12 feet along the North line of said Government Lot 2 to the TRUE POINT OF BEGINNING of said easement;

Thence continuing S 89°32'59" E, a distance of 60.00 feet along the North line of said Government Lot 2;

Thence S 0°40'27" W, a distance of 1448 feet, more or less, to a point on the former northerly right-of-way line of the former Pacific and Idaho Northern Railway (now Friends of Weiser River Trail, Inc.), which point is within the SW¼NE¼ of said Section 1;

Thence westerly along the northerly line of said former Pacific and Idaho Northern Railway right-of-way a distance of 62 feet, more or less;

Thence N 0°40'27" E, a distance of 1433 feet, more or less, to the TRUE POINT OF BEGINNING.



WARRANTY DEED

Order No.:12897AM

FOR VALUE RECEIVED

Harold Dean Brumbaugh, a married man as his sole and separate property
the grantor(s), do(es) hereby grant, bargain, sell and convey unto

**Matthew B. Summers, a unmarried man and Michael B. Summers and
Angel K. Summers, husband and wife**

whose current address is:

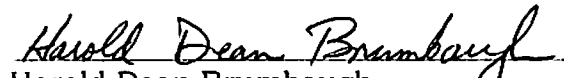
2952 Mill Road
Cambridge, ID 83610

the grantee(s), the following described premises, in Washington County, Idaho, TO
WIT:

"Exhibit A attached hereto and made a part hereof"

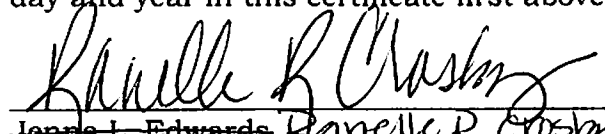
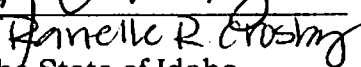
TO HAVE AND TO HOLD the said premises, with their appurtenances unto the
said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant
to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said
premises; that they are free from all encumbrances Except: Current Year Taxes,
conditions, covenants, restrictions, reservations, easements, rights and rights of way,
apparent or of record.
And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: July 22, 2014


Harold Dean Brumbaugh

State of Idaho } ss
County of Washington}

On this 22 day of July, 2014, before me,  ~~Jenna L. Edwards~~, a Notary Public in
and for said state, personally appeared Harold Dean Brumbaugh, known or identified
to me to be the person(s) whose name(s) is/are subscribed to the within Instrument
and acknowledged to me that he/she/they executed same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the
day and year in this certificate first above written.


~~Jenna L. Edwards~~ 
Notary Public for the State of Idaho
Residing at: ~~Weiser~~ 
Commission Expires: 1-29-19

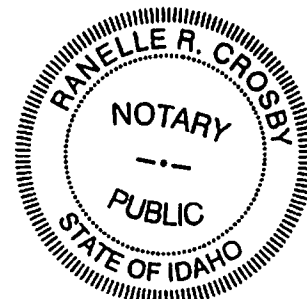


EXHIBIT "A"

12897AM

A parcel of land situated within Government Lot 2 and the SW1/4NE1/4 of Section 1, Township 14 North, Range 3 West, Boise Meridian, Washington County, Idaho, which parcel is more particularly described as follows:

Beginning at the southeast corner of Government Lot 2 (northeast corner of the SW1/4NE1/4) of Section 1, T.14N., R.3 W.,B.M.;

Thence S 0°02'10" W, a distance of 224.92 feet along the East line of said SW1/4NE1/4;

Thence N 82°42'53" W, a distance of 425.73 feet;

Thence N 64°05'55" W, a distance of 114.73 feet;

Thence S 34°59'32" W, a distance of 205 feet, more or less, to a point on the northerly right-of-way line of the former Pacific and Idaho Northern Railway (now Friends of Weiser River Trail, Inc.)

Thence westerly along the northerly line of said former Pacific and Idaho Northern Railway right-of-way to the southeast corner of a tract described in Instrument No. 204641;

Thence N 01°26'02" E, a distance of 803.85 feet;

Thence N 48°24'21" E, a distance of 128.84 feet;

Thence S 57°22'33" E, a distance of 112.33 feet;

Thence N 82°25'45" E, a distance of 833.75 feet to a point on the East line of said Government Lot 2;

Thence S 0°02'10" W, along the East line of said Government Lot 2 to the Point of Beginning.



WARRANTY DEED

Order No.:12897AM

FOR VALUE RECEIVED

Harold Dean Brumbaugh, a married man as his sole and separate property
the grantor(s), do(es) hereby grant, bargain, sell and convey unto

**Matthew B. Summers, a unmarried man and Michael B. Summers and
Angel K. Summers, husband and wife**

whose current address is:

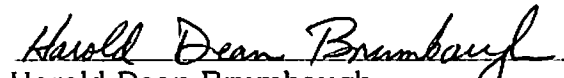
2952 Mill Road
Cambridge, ID 83610

the grantee(s), the following described premises, in Washington County, Idaho, TO
WIT:

"Exhibit A attached hereto and made a part hereof"

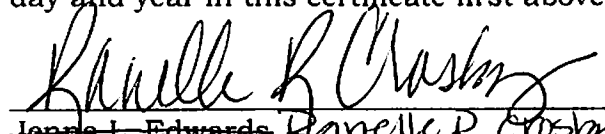
TO HAVE AND TO HOLD the said premises, with their appurtenances unto the
said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant
to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said
premises; that they are free from all encumbrances Except: Current Year Taxes,
conditions, covenants, restrictions, reservations, easements, rights and rights of way,
apparent or of record.
And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: July 22, 2014


Harold Dean Brumbaugh

State of Idaho } ss
County of Washington}

On this 22 day of July, 2014, before me,  ~~Jenna L. Edwards~~, a Notary Public in
and for said state, personally appeared Harold Dean Brumbaugh, known or identified
to me to be the person(s) whose name(s) is/are subscribed to the within Instrument
and acknowledged to me that he/she/they executed same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the
day and year in this certificate first above written.


~~Jenna L. Edwards~~ Ranelle R. Crosby
Notary Public for the State of Idaho
Residing at: ~~Weiser~~ Payette
Commission Expires: 1-29-19

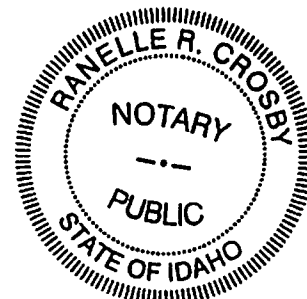


EXHIBIT "A"

12897AM

A parcel of land situated within Government Lot 2 and the SW1/4NE1/4 of Section 1, Township 14 North, Range 3 West, Boise Meridian, Washington County, Idaho, which parcel is more particularly described as follows:

Beginning at the southeast corner of Government Lot 2 (northeast corner of the SW1/4NE1/4) of Section 1, T.14N., R.3 W.,B.M.;

Thence S 0°02'10" W, a distance of 224.92 feet along the East line of said SW1/4NE1/4;

Thence N 82°42'53" W, a distance of 425.73 feet;

Thence N 64°05'55" W, a distance of 114.73 feet;

Thence S 34°59'32" W, a distance of 205 feet, more or less, to a point on the northerly right-of-way line of the former Pacific and Idaho Northern Railway (now Friends of Weiser River Trail, Inc.)

Thence westerly along the northerly line of said former Pacific and Idaho Northern Railway right-of-way to the southeast corner of a tract described in Instrument No. 204641;

Thence N 01°26'02" E, a distance of 803.85 feet;

Thence N 48°24'21" E, a distance of 128.84 feet;

Thence S 57°22'33" E, a distance of 112.33 feet;

Thence N 82°25'45" E, a distance of 833.75 feet to a point on the East line of said Government Lot 2;

Thence S 0°02'10" W, along the East line of said Government Lot 2 to the Point of Beginning.



PioneerTitleCo.
GOING BEYOND

8151 W. Rifleman Street
Boise, ID 83704

ELECTRONICALLY RECORDED-DO NOT
REMOVE THE COUNTY STAMPED FIRST
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT

Instrument # 229437
STATE OF IDAHO, COUNTY OF WASHINGTON
2015-10-16 03:34:29 PM No. of Pages: 2
Recorded for: PIONEER TITLE COMPANY OF ADA C
BETTY J. THOMAS Fee: \$13.00
Ex-Officio Recorder Deputy DWarren
Index To: DEED
Electronically Recorded by Simplifile

ACCOMMODATION

QUITCLAIM DEED

For Value Received

Rocky D. Farrens and Andrea E. Farrens, husband and wife
do hereby convey, release, remise and forever quit claim unto
Lori Farrens, an unmarried person
whose address is 223 Buckskin Dr., Nampa Idaho 83687

the following described premises, to-wit:

See Attached Exhibit "A"

GRANTOR AND GRANTEE HEREIN AGREE THAT THIS PARCEL HAS NO BUILDING
PERMIT ASSOCIATED WITH IT, ANY BUILDING PERMIT REQUIRES A LEGAL
VARIANCE OR SUBDIVISION AS APPROVED BY THE WASHINGTON COUNTY
PLANNING AND ZONING.

together with their appurtenances.

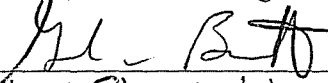
Dated: October 16, 2015


Rocky D. Farrens

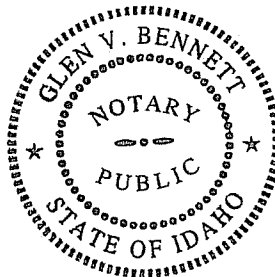

Andrea E. Farrens

State of IDAHO, County of Ada

On this 16th day of October in the year of 2015, before me, the undersigned, a Notary Public in
and for said State, personally appeared Rocky D Farrens and Andrea E Farnes known or
identified to me to be the person/persons whose name(s) is/are subscribed to the within
instrument, and acknowledged to me that he/she/they executed the same.


Residing at: Star Idaho
Commission Expires: 3-17-2021

COMMISSION EXPIRES: 3-17-21
RESIDING AT: STAR, IDAHO
GLEN V. BENNETT



213325

Warranty Deed Legal Description

IN WASHINGTON COUNTY, IDAHO:

A parcel of land situated within the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 1, Township 14 North, Range 3 West, Boise Meridian, Washington County, Idaho, which parcel of land is more particularly described as follows:

Beginning at the northeast corner of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 1, T.14N., R.3W., B.M.;

Thence S 0°02'10" W, a distance of 224.92 feet along the East line of said SW $\frac{1}{4}$ NE $\frac{1}{4}$ to the TRUE POINT OF BEGINNING:

Thence N 82°42'53" W, a distance of 425.73 feet;

Thence N 64°05'55" W, a distance of 114.73 feet;

Thence S 34°59'32" W, a distance of 205 feet, more or less, to a point on the northerly right-of-way line of the former Pacific and Idaho Northern Railway (now Friends of Weiser River Trail, Inc.)

Thence easterly along the northerly line of said former Pacific and Idaho Northern Railway right-of-way to a point on the East line of said SW $\frac{1}{4}$ NE $\frac{1}{4}$;

Thence N 0°02'10" E, a distance of 190 feet, more or less, along the East line of said SW $\frac{1}{4}$ NE $\frac{1}{4}$ to the TRUE POINT OF BEGINNING.

SUBJECT TO the right-of-way of Mill Road along the southerly side of the above described parcel of land.

ALSO SUBJECT TO AND TOGETHER WITH a 60 foot wide ingress-egress and utility easement within the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 1, Township 14 North, Range 3 West, Boise Meridian, as described and recorded on Instrument Numbers 196998 and 196999, records of Washington County, Idaho, which easement is along the easterly boundary of the above described parcel of land and runs along an existing driveway beginning at said Mill Road, thence northerly to the north line of the above described parcel of land.

Instrument # 241469

STATE OF IDAHO, COUNTY OF WASHINGTON
2020-07-08 02:04:03 PM No. of Pages: 18
Recorded for: PIONEER TITLE CANYON - CALDWEL
DONNA ATWOOD Fee: \$45.00
Ex-Officio Recorder Deputy MMcConnell
Index To: MORTGAGE
Electronically Recorded by Simplifile

Instrument # 241415

STATE OF IDAHO, COUNTY OF WASHINGTON
2020-06-30 02:47:10 PM No. of Pages: 16
Recorded for: PIONEER TITLE WASHINGTON COUNT
DONNA ATWOOD Fee: \$45.00
Ex-Officio Recorder Deputy MMcConnell
Index To: MORTGAGE
Electronically Recorded by Simplifile

WHEN RECORDED, MAIL TO:

First Interstate Bank
Post Closing- 4th Floor
104 S Wolcott
Casper, WY 82601

****ReRecorded to correct legal description****

This instrument was prepared by:

First Interstate Bank
1100 Northwest Wall Street
Bend, OR 97703

ELECTRONICALLY RECORDED - DO NOT
REMOVE THE COUNTY STAMPED FIRST
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT.

725032

(Space Above This Line For Recording Data)

DEED OF TRUST

MIN: 100282100054939215
SIS Telephone #: (888) 679-MERS

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 **June 26, 2020**, together with all Riders to this document.

(B) "Borrower" is **Perry L Goodman and Melody D Goodman husband and wife**. Borrower is the trustor under this Security Instrument.

(C) "Lender" is **First Interstate Bank**. Lender is **A MONTANA CORPORATION**, organized and existing under the laws of Montana.

Lender's address is **1100 Northwest Wall Street, Bend, OREGON 97703**.

(D) "Trustee" is **Pioneer Title - Caldwell**

Trustee's Address is **610 S. Kimball Avenue, Caldwell, IDAHO 83605 All Others County**.

(E) "MERS" is **Mortgage Electronic Registration Systems, Inc.** MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the beneficiary under this Security Instrument**. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of **P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS**.

(F) "Note" means the promissory note signed by Borrower and dated **June 26, 2020**. The Note states that Borrower owes Lender **TWO HUNDRED SIXTY-TWO THOUSAND EIGHT HUNDRED THIRTY-TWO AND NO/100 Dollars (U.S. \$262,832.00)** plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **July 1, 2050**.

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

(H) "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.



WHEN RECORDED, MAIL TO:

First Interstate Bank
Post Closing- 4th Floor
104 S Wolcott
Casper, WY 82601

*****ReRecorded to correct legal description*****

This instrument was prepared by:

First Interstate Bank
1100 Northwest Wall Street
Bend, OR 97703

ELECTRONICALLY RECORDED - DO NOT
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PART OF THE ORIGINAL DOCUMENT.

725032

(Space Above This Line For Recording Data)

DEED OF TRUST

MIN: 100282100054939215
SIS Telephone #: (888) 679-MERS

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

(H) "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.



(I) **"Riders"** means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower (check box as applicable):

- | | | |
|---|---|--|
| ☐ Adjustable Rate Rider | ☐ Condominium Rider | ☐ Second Home Rider |
| ☐ Balloon Rider | ☐ Planned Unit Development Rider | ☐ VA Rider |
| ☐ 1-4 Family Rider | ☐ Biweekly Payment Rider | |
| ☒ Other (Specify) Construction Rider | | |

(J) **"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.

(K) **"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.

(L) **"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.

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

(N) **"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.

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

(P) **"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.

(Q) **"RESPA"** means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), 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 to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) **"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

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. 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 **Washington**:

See Exhibit A

Parcel ID Number: **RP15N03W368700**

which currently has the address of: **2952 Mill Rd
Cambridge, IDAHO 83610**

("Property Address"):

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 understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

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.

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. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of

Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate

information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has – if any – with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and

(c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold, and shall cause such notice to be recorded in each county in which any part of the Property is located. Trustee shall mail copies of the notice as prescribed by Applicable Law to Borrower and to other persons prescribed by Applicable Law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law.

24. Substitute Trustee. Lender may, for any reason or cause, from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

25. Area and Location of Property. The Property is (a) located within an incorporated city or village; (b) not more than 80 acres, regardless of its location, provided it is not principally used for the agricultural production of crops, livestock, dairy or aquatic goods; or (c) not more than 40 acres, regardless of its use or location.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

-Witness

-Witness

Perry L Goodman (Seal)
Perry L Goodman -Borrower

Melody D Goodman (Seal)
Melody D Goodman -Borrower

State of IDAHO

County of Ada

This record was acknowledged before me on this

June 30, 2020
Date

by Perry L Goodman and Melody D Goodman.

Name(s) of individual(s)

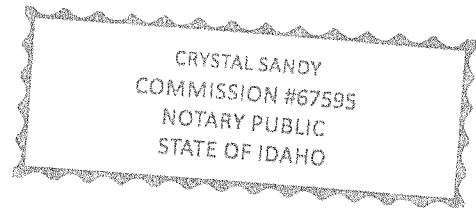
(Stamp)

Crystal Sandy
Signature of notary public

My commission expires: 4-27-2022

Loan originator (Organization): **First Interstate Bank; NMLS #: 561537**

Loan originator (Individual): **Steven Casey Davidson; NMLS #: 502210**



CONSTRUCTION LOAN RIDER TO SECURITY INSTRUMENT

(To Be Recorded With The Security Instrument)

LENDER: First Interstate Bank

BORROWER: Perry L Goodman and Melody D Goodman

PROPERTY: 2952 Mill Rd
Cambridge, ID 83610

THIS CONSTRUCTION LOAN RIDER TO SECURITY INSTRUMENT (the "Rider") will be deemed to amend and supplement the Mortgage or Deed of Trust, and any and all riders or amendments thereto (the "Security Instrument") of the same date, to which this Rider is attached, given by the undersigned (the "Borrower") to secure Borrower's Promissory Note to Lender of the same date (the "Note") and covering the property (the "Property") described in this Security Instrument. All terms defined in the Note and elsewhere in this Security Instrument will have the same meaning in this Rider.

AMENDED AND ADDITIONAL COVENANTS. In addition to the covenants and agreements made in this Security Instrument, Borrower and Lender further covenant and agree as follows:

- I. **Construction Loan Agreement.** Borrower's Note evidences Borrower's promise to pay Lender the aggregate amount of all disbursements made and distributed by Lender under the terms and conditions of a Construction Loan Agreement between Lender and Borrower dated the same date as the Note (the "Loan Agreement"). The Loan Agreement provides for certain improvements (the "Improvements") on the Property. Borrower agrees to comply with the covenants and conditions of the Loan Agreement. This Security Instrument secures to Lender (a) the repayment of the debt evidenced by the Note, including the aggregate amount of all disbursements made by Lender from time to time under the terms of the Loan Agreement, with interest at the Construction Phase Note Rate, and all renewals, extensions, and modifications of the Note, (b) the performance of all of Borrower's covenants and agreements under the Note, this Security Instrument, and the Loan Agreement (the "Loan Documents"), and (c) the payment of all other sums, with interest at the rate set forth in the Note, advanced by Lender to protect the security of this Security Instrument, or to perform any of Borrower's obligations under the Loan Documents. Upon the failure of Borrower to keep and perform all the covenants, conditions and agreements of the Loan Agreement, the Principal and all interest and other charges provided for in the Loan Documents and secured hereby will, at the option of the Lender, become immediately due and payable in full.

MULTISTATE CONSTRUCTION LOAN RIDER TO SECURITY INSTRUMENT - Single Family - Fannie Mae

IDS, Inc. - 31942

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(Page 1 of 4)



2. **Future Advances.** During the construction of the Improvements (the "Construction Phase"), interest will accrue on the outstanding Principal according to the terms set forth in the Note and the Construction Loan Addendum To Note. Provided there has been no default as defined in the Note, the Loan Agreement, or this Security Instrument, Lender is legally obligated to make disbursements of principal upon application therefor by the Borrower in accordance with the provisions of the Note and Loan Agreement up to a maximum Principal amount (including present and future obligations), which is equal to the amount of the Note as set forth in the Security Instrument. Such disbursements will be evidenced by the Note, made under the terms of the Loan Agreement and secured by this Security Instrument and may occur for a period up to the end of the Construction Phase, but in no event after **12** months from the date of this Rider.
3. **Assignment of Rights or Claims.** From time to time as Lender deems necessary to protect Lender's interest, Borrower will, upon request of Lender, execute, acknowledge before a notary, and deliver to Lender, assignments of any and all rights or claims, which relate to the Improvements on the Property.
4. **Breach by Borrower.** In case of breach by Borrower of the covenants and conditions of the Loan Agreement, subject to any right of Borrower to cure Borrower's default, Lender, at Lender's option, with or without entry upon the Property (a) may invoke any of the rights or remedies provided in the Loan Agreement, (b) may accelerate the sums secured by this Security Instrument and invoke any of the remedies provided in this Security Instrument, or (c) may do both. Lender's failure to exercise any of its rights and remedies at any one time will not constitute a waiver by Lender of its right to exercise that right or remedy, or any other right or remedy, in the future.
5. **Permanent Mortgage Date.** On the day the Construction Phase ends, the loan evidenced by the Note will be a permanent mortgage loan ("Permanent Mortgage Date"). Beginning on the Permanent Mortgage Date, interest will accrue as stated in the Note and monthly payments of principal and interest will be due and payable as set forth in the Note.
6. **Security Agreement and Financing Statement.** The property covered by this Security Instrument includes the Property previously described or referred to in this Security Instrument, together with the following, all of which are referred to as the "Property." The portion of the Property that constitutes real property is sometimes referred to as the "Real Property." The portion of the Property which constitutes personal property is sometimes referred to as the "Personal Property," and is described as follows: (i) Borrower's right to possession of the Property; (ii) any and all fixtures, machinery, equipment, building materials, appliances, and goods of every nature whatsoever now or hereafter located in, or on, or used, or intended to be used in connection with the Property or the Improvements, and all replacements of and accessions to those goods; and (iii) proceeds and products of the Personal Property. Despite any other provision of this Rider or any other Loan Document, however, Lender is not granted, and will not have, a non-purchase money security interest in household goods, to the extent that such a security interest would be prohibited by applicable law.

This Security Instrument is and will be a security agreement granting Lender a first and prior security interest in all of Borrower's right, title and interest in and to the Personal Property, under and within the meaning of applicable state laws, as well as a document granting a lien upon and against the Real Property. In the event of any foreclosure sale, whether made by Trustee, or under judgment of a court, all of the Real Property and Personal Property may, at the option of Lender, be sold as a whole or in parcels. It will not be necessary to have present at the place of such sale the Personal Property or any part thereof. Lender, as well as Trustee on

MULTISTATE CONSTRUCTION LOAN RIDER TO SECURITY INSTRUMENT - Single Family - Fannie Mae

Form 3737 11/01 (rev. 09/18)

Lender's behalf, will have all the rights, remedies and recourse with respect to the Personal Property afforded to a "Secured Party" by applicable state laws in addition to and not in limitation of the other rights and remedies afforded Lender and/or Trustee under this Security Instrument. Borrower will, upon demand, pay to Lender the amount of any and all expenses, including the fees and disbursements of Lender's legal counsel and of any experts and agents, which Lender may incur in connection with: (i) the making and/or administration of this Security Instrument; (ii) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon any Property, real and/or personal, described in this Security Instrument; (iii) the exercise or enforcement of any of the rights of Lender under this Security Instrument; or (iv) the failure by Borrower to perform or observe any of the provisions or covenants in this Security Instrument.

Borrower also authorizes Lender to sign and file, without Borrower's signature, such financing and continuation statements, amendments, and supplements thereto, and other documents that Lender may from time to time deem necessary to perfect, preserve and protect Lender's security interest in the Property. Borrower acknowledges that Lender may require Borrower to sign other documents necessary to protect Lender's interest in the Property. Borrower gives Lender permission and grants it authority to sign these documents for Borrower.

7. **Invalid Provisions.** If any provision of this Security Instrument is declared invalid, illegal, or unenforceable by a court of competent jurisdiction, then such invalid, illegal or unenforceable provision will be severed from this Security Instrument and the remainder enforced as if such invalid, illegal or unenforceable provision is not a part of this Security Instrument.

8. **Addresses.**

The name and address of the Borrower is:

Perry L Goodman and Melody D Goodman
PO Box 38
Cambridge, ID 83610

The name and address of the Lender/Secured Party is:

First Interstate Bank
1100 Northwest Wall Street
Bend, OR 97703

9. **Relation to Loan Agreement.** This Security Instrument is subject to all of the applicable terms and conditions contained in the Loan Agreement. The Loan Agreement is to be filed in the County Clerk's Office in the County where the Property is located at the same time this Security Instrument is recorded. If Borrower fails to keep any of the promises Borrower makes in the Loan Agreement, Lender may require that the entire balance of Borrower's debt to Lender be paid immediately. The terms and conditions of this Rider will survive the termination of the Loan Agreement and the repayment of the Loan.
10. **Paragraph 6 of the Security Instrument.** Paragraph 6 of the Security Instrument is hereby modified to read as follows:

Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the last disbursement is made and distributed by Lender under the terms and conditions of the Loan Agreement and shall continue to occupy the Property as Borrower's principal residence for at least one

MULTISTATE CONSTRUCTION LOAN RIDER TO SECURITY INSTRUMENT - Single Family - Fannie Mae

year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

All other provisions in Paragraph 6 of this Security Instrument remain unchanged.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Rider.

DATED this 26th day of June, 2020

Perry L Goodman (Seal)
-Borrower

Melody D Goodman (Seal)
-Borrower

State of IDAHO

County of Ada

This record was acknowledged before me on this

June 30, 2020
Date

by Perry L Goodman and Melody D Goodman.

Name(s) of individual(s)

(Stamp)

Crystal Sandy
Signature of notary public

My commission expires:

4-27-2022

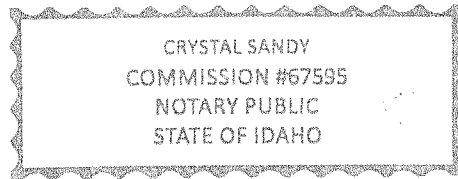


EXHIBIT A

A parcel of land situated within Government Lot 2 and the SW1/4NE1/4 of Section 1, Township 14 North, Range 3 West, Boise Meridian, and the SW1/4SE1/4 of Section 36, Township 15 North, Range 3 West, Boise Meridian, Washington County, Idaho, which parcel of land is more particularly described as follows:

Beginning at the southwest corner of the SW1/4SE1/4 of Section 36, T. 15N, R. 3W., B.M.;
Thence S 89°32'59" E, a distance of 79.14 feet along the south line of said SW1/4SE1/4 to the TRUE POINT OF BEGINNING;

Thence a distance of 56.12 feet along the arc of a 470.00 foot radius curve to the right, with a central angle of 6°50'27", and a long chord of 56.08 feet bearing N 8°37'37" E to a point on tangent;
Thence N 12°02'51" E, a distance of 368.18 feet to a point of curvature;
Thence a distance of 112.51 feet along the arc of a 273.88 foot radius curve to the right, with a central angle of 23°34'49", and a long chord of 111.72 feet bearing N 23°50'15" E to a point on tangent;
Thence N 35°37'40" E, a distance of 154.36 feet to a point of curvature;
Thence a distance of 125.82 feet along the arc of a 130.00 foot radius curve to the left, with a central angle of 55°27'09", and a long chord of 120.96 feet bearing N 7°54'05" E to a point on tangent;
Thence N 19°49'29" W, a distance of 247.39 feet to a point of curvature;
Thence a distance of 123.52 feet along the arc of a 580.00 foot radius curve to the left, with a central angle of 12°12'08", and a long chord of 123.29 feet bearing N 25°55'33" W to a point of reverse curvature;
Thence a distance of 121.38 feet along the arc of a 420.00 foot radius curve to the right, with a central angle of 16°33'30" and a long chord of 120.96 feet bearing N 23°44'52" W to a point on tangent;
Thence N 15°28'07" W, a distance of 102.87 feet to a point on the north line of said SW1/4SE1/4;
Thence S 89°34'27" E, a distance of 1219.75 feet along the north line of said SW1/4SE1/4 to the northeast corner of said SW1/4SE1/4;
Thence S 0°08'33" E, a distance of 1317.18 feet along the east line of said SW1/4SE1/4 to the southeast corner of said SW1/4SE1/4 (northeast corner of said Government Lot 2);
Thence N 89°32'59" W, a distance of 1246.04 feet along the South line of said SW1/4SE1/4 to the TRUE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO a 60.00 foot wide ingress-egress and utility easement as described and recorded as Instrument No. 197424.

Pa
MOY

EXHIBIT A

A parcel of land situated within the SW1/4SE1/4 of Section 36, Township 15 North, Range 3 West, Boise Meridian, Washington County, Idaho, which parcel of land is more particularly described as follows:

Beginning at the southwest corner of the SW1/4SE1/4 of Section 36, T. 15N, R. 3W., B.M.;
Thence S 89°32'59" E, a distance of 79.14 feet along the south line of said SW1/4SE1/4 to the TRUE POINT OF BEGINNING;

Thence a distance of 56.12 feet along the arc of a 470.00 foot radius curve to the right, with a central angle of 6°50'27", and a long chord of 56.08 feet bearing N 8°37'37" E to a point on tangent;

Thence N 12°02'51" E, a distance of 368.18 feet to a point of curvature;

Thence a distance of 112.51 feet along the arc of a 273.88 foot radius curve to the right, with a central angle of 23°34'49", and a long chord of 111.72 feet bearing N 23°50'15" E to a point on tangent;

Thence N 35°37'40" E, a distance of 154.36 feet to a point of curvature;

Thence a distance of 125.82 feet along the arc of a 130.00 foot radius curve to the left, with a central angle of 55°27'09", and a long chord of 120.96 feet bearing N 7°54'05" E to a point on tangent;

Thence N 19°49'29" W, a distance of 247.39 feet to a point of curvature;

Thence a distance of 123.52 feet along the arc of a 580.00 foot radius curve to the left, with a central angle of 12°12'08", and a long chord of 123.29 feet bearing N 25°55'33" W to a point of reverse curvature;

Thence a distance of 121.38 feet along the arc of a 420.00 foot radius curve to the right, with a central angle of 16 33'30" and a long chord of 120.96 feet bearing N 23°44'52" W to a point on tangent;

Thence N 15°28'07" W, a distance of 102.87 feet to a point on the north line of said SW1/4SE1/4;

Thence S 89°34'27" E, a distance of 1219.75 feet along the north line of said SW1/4SE1/4 to the northeast corner of said SW1/4SE1/4;

Thence S 0°08'33" E, a distance of 1317.18 feet along the east line of said SW1/4SE1/4 to the southeast corner of said SW1/4SE1/4;

Thence N 89°32'59" W, a distance of 1246.04 feet along the South line of said SW1/4SE1/4 to the TRUE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO a 60.00 foot wide ingress-egress and utility easement as described and recorded as Instrument No. 197424.

243860

Instrument # 243860

STATE OF IDAHO, COUNTY OF WASHINGTON

2-8-2021 11:07:09 AM No. of Pages: 4

Recorded for : FIRST INTERSTATE BANK

DONNA ATWOOD

Fee: 19.00

Ex-Officio Recorder Deputy

Index to: MORTGAGE - MODIFICATION

Maria McConnell

WHEN RECORDED, MAIL TO:

First Interstate Bank
Post Closing – 4th Floor
104 S Wolcott
Casper, WY 82601

This instrument was prepared by:

First Interstate Bank
1070 NW Bond St
Bend, OR 97703

[Space Above This Line For Recording Data]

MERS MIN: 100282100054939215

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 11th day of January, 2021, between Perry L Goodman and Melody D Goodman ("Borrower"), First Interstate Bank ("Lender"), and Mortgage Electronic Registration Systems, Inc. ("MERS") [("Mortgagee")] [("Beneficiary")], amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated June 26th, 2020 and recorded in Book or Liber July 8th, 2020, at page(s) 241469, of the Washington County Records of Washington County, Idaho and (2) the Note, bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at 2952 Mill Rd, Cambridge, ID 83610 the real property described being set forth as follows:

See Exhibit A Of Original Deed

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of January 1st, 2021, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$262,832.00, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 3.375%, from February 1st, 2021. Borrower promises to make monthly payments of principal and interest of U.S. \$1,175.32, beginning on the 1st day of March, 2021, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 3.375% will remain in effect until principal and interest are paid in full. If on July 1st, 2050 (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.
3. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:
 - (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
 - (b) all terms and provisions of any adjustable rate rider, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.
5. Borrower understands and agrees that:
 - (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
 - (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
 - (c) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument.
 - (d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
 - (e) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.
 - (f) Borrower authorizes Lender, and Lender's successors and assigns, to share Borrower information including, but not limited to (i) name, address, and telephone number, (ii) Social Security Number, (iii) credit score, (iv) income, (v) payment history, (vi) account balances and activity, including information about any modification or foreclosure relief programs, with Third Parties that can assist Lender and Borrower in obtaining a foreclosure prevention alternative, or otherwise provide support services related to Borrower's loan. For purposes of this section, Third Parties include a counseling agency, state or local Housing Finance Agency or similar entity, any insurer, guarantor, or servicer that insures, guarantees, or services Borrower's loan or any other mortgage loan secured by the Property on which Borrower is obligated, or to any companies that perform support services to them in connection with Borrower's loan.

Borrower consents to being contacted by Lender or Third Parties concerning mortgage assistance relating to Borrower's loan including the trial period plan to modify Borrower's loan, at any telephone number, including mobile telephone number, or email address Borrower has provided to Lender or Third Parties.

By checking this box, Borrower also consents to being contacted by text messaging ☐.

- (g) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as nominee for Lender and Lender's successors and assigns. MERS is the [Mortgagee] [Beneficiary] of record under the Security Instrument and this Agreement. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

Jennifer L Hepp (Seal)
First Interstate Bank - Lender

Perry L Goodman (Seal)
Perry L Goodman - Borrower

Melody B Goodman (Seal)
Melody B Goodman - Borrower

By: Jennifer L Hepp, AVP

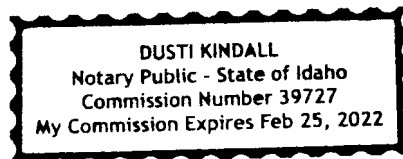
1-21-21
Date of Lender's Signature

Jennifer L Hepp
Mortgage Electronic Registration Systems, Inc.
Nominee for Lender
Jennifer L Hepp, ~~XXX~~ ASST SECRETARY

MERS Nominee Dated: 1-21-21

STATE of Idaho
COUNTY of Washington

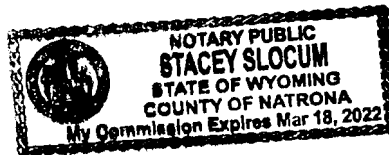
The foregoing instrument was acknowledged before me this 14th day of Jan, 2021, by Perry & Melody Goodman, Borrower(s).



Dusti Kindall
Printed Name Dusti Kindall
Notary Public for the
State of Idaho
Residing in Cambria, ID
My Commission Expires 2/25/22

STATE of Wyoming
COUNTY of Natrona

The foregoing instrument was acknowledged before me this 21 day of Jan, 2021 by Jennifer L Hepp, AVP as Lender on behalf of First Interstate Bank.

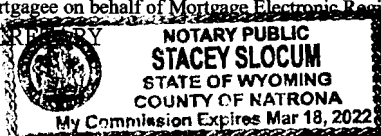


Stacey Slocum
Printed Name Stacey Slocum
Notary Public for the
State of Wyoming
Residing in Natrona, Wyoming
My Commission Expires 3/18/2022

STATE of Wyoming
COUNTY of Natrona

The foregoing instrument was acknowledged before me this 21 day of Jan, 2021, by Jennifer L Hepp, ~~XXX~~ as Mortgagee on behalf of Mortgage Electronic Registration Systems, Inc.

ASST SECRETARY



Stacey Slocum
Printed Name Stacey Slocum
Notary Public for the
State of Wyoming
Residing in Natrona, Wyoming
SS

243860

My Commission Expires

3/18/2022

_____[Space Below This Line for Acknowledgements]_____

Return to: PANHANDLE STATE BANK
ATTENTION: CREDIT OPERATIONS
P.O. BOX 2349
COEUR D'ALENE, ID 83816

_____[Space Above This Line For Recording Data]_____
Loan No: 1433468467 Data ID: 101
Borrower: MATTHEW B SUMMERS

DEED OF TRUST MIN: 100600401405290026

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 22, 2014, together with all Riders to this document.

(B) "Borrower" is MATTHEW B SUMMERS , AN UNMARRIED MAN AND MICHAEL B SUMMERS AND ANGEL K SUMMERS , HUSBAND AND WIFE . Borrower is the trustor under this Security Instrument.

(C) "Lender" is PANHANDLE STATE BANK. Lender is A STATE BANK organized and existing under the laws of the State of IDAHO. Lender's address is P.O. BOX 2349, COEUR D'ALENE, ID 83816.

(D) "Trustee" is AMERITITLE.

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated July 22, 2014. The Note states that Borrower owes Lender TWO HUNDRED THIRTY THOUSAND FOUR HUNDRED and NO/100-----Dollars (U.S. \$ 230,400.00) 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, 2044.

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

(H) "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.



Loan No: 1433468467

Data ID: 101

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

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

(J) "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.

(K) "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.

(L) "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.

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

(N) "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.

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

(P) "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.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), 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 to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "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

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. 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 WASHINGTON:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF



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which currently has the address of 2952 MILL ROAD,

CAMBRIDGE, IDAHO
(City)

[Street]

83610
[Zip Code]

("Property Address"):

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 understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

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. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.



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3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.



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5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.



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7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.



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Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.



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12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.



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17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.



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21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold, and shall cause such notice to be recorded in each county in which any part of the Property is located. Trustee shall mail copies of the notice as prescribed by Applicable Law to Borrower and to other persons prescribed by Applicable Law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.



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23. **Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law.

24. **Substitute Trustee.** Lender may, for any reason or cause, from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

25. **Area and Location of Property.** The Property is (a) located within an incorporated city or village; (b) not more than 80 acres, regardless of its location, provided it is not principally used for the agricultural production of crops, livestock, dairy or aquatic goods; or (c) not more than 40 acres, regardless of its use or location.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Matthew B. Summers by: Angel K. Summers
MATTHEW B SUMMERS by ANGEL K SUMMERS, Attorney-in-Fact —Borrower

Michael B. Summers (Seal)
MICHAEL B SUMMERS —Borrower

Angel K. Summers (Seal)
ANGEL K SUMMERS —Borrower



Loan No: 1433468467

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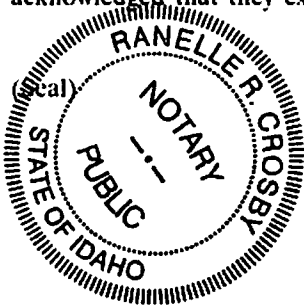
_____[Space Below This Line For Acknowledgment]_____

State of IDAHO
County of WASHINGTON

§
§

On this 22nd day of July, in the year 2014, before me,
Ranelle R Crosby
Angel K. Summers^a and Michael B. Summers personally appeared

[strike the following that does not apply] known to me / proved to me on the oath of
(witness) to be the persons whose names are subscribed to the within instrument, and
acknowledged that they executed the same.



Ranelle R Crosby
Notary Public
Ranelle R Crosby
(Printed Name)

Notary Public for the State of Idaho, residing at:
Payette

My commission expires: 1.29.19

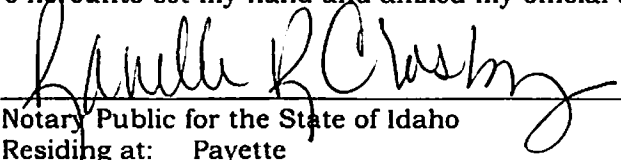
Loan Originator Organization: PANHANDLE STATE BANK
NMLSR ID: 483385
Individual Loan Originator: KENET KAY HAUN
NMLSR ID: 79830



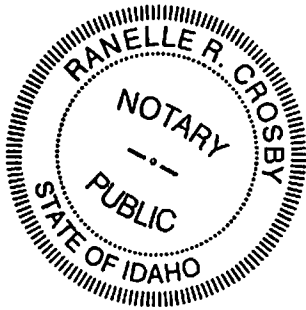
State of Idaho} ss.
County of Washington}

On this 22 day of July, 2014, before me, Ranelle R. Crosby, a Notary Public in and for said state, personally appeared Angel K. Summers known or identified to me to be the person whose name subscribed to the within instrument as Attorney-in-fact of Matthew B. Summers, and acknowledged to me that she subscribed the name of Matthew B. Summers as principal and his/her own name as Attorney-in-fact.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.



Notary Public for the State of Idaho
Residing at: Payette
Commission Expires: 1-29-19



Loan No: 1433468467
Borrower: MATTHEW B SUMMERS

Data ID: 101

LEGAL DESCRIPTION

A parcel of land situated within Government Lot 2 and the SW1/4NE1/4 of Section 1, Township 14 North, Range 3 West, Boise Meridian, Washington County, Idaho, which parcel is more particularly described as follows:

Beginning at the southeast corner of Government Lot 2 (northeast corner of the SW1/4NE1/4) of Section 1, T.14N., R.3 W., B.M.;

Thence S 0°02'10" W, a distance of 224.92 feet along the East line of said SW1/4NE1/4;

Thence N 82°42'53" W, a distance of 425.73 feet;

Thence N 64°05'55" W, a distance of 114.73 feet;

Thence S 34°59'32" W, a distance of 205 feet, more or less, to a point on the northerly right-of-way line of the former Pacific and Idaho Northern Railway (now Friends of Weiser River Trail, Inc.)

Thence westerly along the northerly line of said former Pacific and Idaho Northern Railway right-of-way to the southeast corner of a tract described in Instrument No. 204641;

Thence N 01°26'02" E, a distance of 803.85 feet;

Thence N 48°24'21" E, a distance of 128.84 feet;

Thence S 57°22'33" E, a distance of 112.33 feet;

Thence N 82°25'45" E, a distance of 833.75 feet to a point on the East line of said Government Lot 2;

Thence S 0°02'10" W, along the East line of said Government Lot 2 to the Point of Beginning.



P+1433468467+7338+01+01+LEGLDESC

Return to: PANHANDLE STATE BANK
ATTENTION: CREDIT OPERATIONS
P.O. BOX 2349
COEUR D'ALENE, ID 83816

_____[Space Above This Line For Recording Data]_____
Loan No: 1433468467 Data ID: 101
Borrower: MATTHEW B SUMMERS

DEED OF TRUST MIN: 100600401405290026

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 22, 2014, together with all Riders to this document.

(B) "Borrower" is MATTHEW B SUMMERS , AN UNMARRIED MAN AND MICHAEL B SUMMERS AND ANGEL K SUMMERS , HUSBAND AND WIFE . Borrower is the trustor under this Security Instrument.

(C) "Lender" is PANHANDLE STATE BANK. Lender is A STATE BANK organized and existing under the laws of the State of IDAHO. Lender's address is P.O. BOX 2349, COEUR D'ALENE, ID 83816.

(D) "Trustee" is AMERITITLE.

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated July 22, 2014. The Note states that Borrower owes Lender TWO HUNDRED THIRTY THOUSAND FOUR HUNDRED and NO/100-----Dollars (U.S. \$ 230,400.00) 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, 2044.

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

(H) "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.



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

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

(J) "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.

(K) "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.

(L) "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.

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

(N) "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.

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

(P) "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.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), 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 to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "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

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. 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 WASHINGTON:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF



Loan No: 1433468467

Data ID: 101

which currently has the address of 2952 MILL ROAD,

CAMBRIDGE, IDAHO
(City)

[Street]

83610
[Zip Code]

("Property Address"):

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 understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

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. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.



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3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.



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5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.



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7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.



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Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.



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12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.



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17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.



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21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold, and shall cause such notice to be recorded in each county in which any part of the Property is located. Trustee shall mail copies of the notice as prescribed by Applicable Law to Borrower and to other persons prescribed by Applicable Law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.



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23. **Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law.

24. **Substitute Trustee.** Lender may, for any reason or cause, from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

25. **Area and Location of Property.** The Property is (a) located within an incorporated city or village; (b) not more than 80 acres, regardless of its location, provided it is not principally used for the agricultural production of crops, livestock, dairy or aquatic goods; or (c) not more than 40 acres, regardless of its use or location.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Matthew B. Summers by: Angel K. Summers
MATTHEW B SUMMERS by ANGEL K SUMMERS, Attorney-in-Fact —Borrower (Seal)

Michael B. Summers
MICHAEL B SUMMERS —Borrower (Seal)

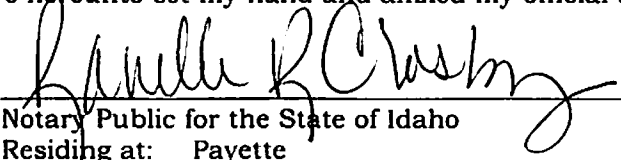
Angel K. Summers
ANGEL K SUMMERS —Borrower (Seal)



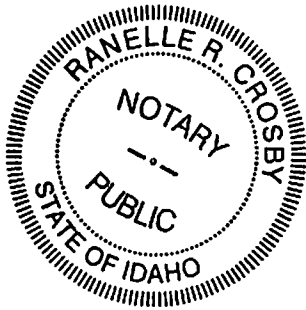
State of Idaho} ss.
County of Washington}

On this 22 day of July, 2014, before me, Ranelle R. Crosby, a Notary Public in and for said state, personally appeared Angel K. Summers known or identified to me to be the person whose name subscribed to the within instrument as Attorney-in-fact of Matthew B. Summers, and acknowledged to me that she subscribed the name of Matthew B. Summers as principal and his/her own name as Attorney-in-fact.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.



Notary Public for the State of Idaho
Residing at: Payette
Commission Expires: 1-29-19



Loan No: 1433468467
Borrower: MATTHEW B SUMMERS

Data ID: 101

LEGAL DESCRIPTION

A parcel of land situated within Government Lot 2 and the SW1/4NE1/4 of Section 1, Township 14 North, Range 3 West, Boise Meridian, Washington County, Idaho, which parcel is more particularly described as follows:

Beginning at the southeast corner of Government Lot 2 (northeast corner of the SW1/4NE1/4) of Section 1, T.14N., R.3 W., B.M.;

Thence S 0°02'10" W, a distance of 224.92 feet along the East line of said SW1/4NE1/4;

Thence N 82°42'53" W, a distance of 425.73 feet;

Thence N 64°05'55" W, a distance of 114.73 feet;

Thence S 34°59'32" W, a distance of 205 feet, more or less, to a point on the northerly right-of-way line of the former Pacific and Idaho Northern Railway (now Friends of Weiser River Trail, Inc.)

Thence westerly along the northerly line of said former Pacific and Idaho Northern Railway right-of-way to the southeast corner of a tract described in Instrument No. 204641;

Thence N 01°26'02" E, a distance of 803.85 feet;

Thence N 48°24'21" E, a distance of 128.84 feet;

Thence S 57°22'33" E, a distance of 112.33 feet;

Thence N 82°25'45" E, a distance of 833.75 feet to a point on the East line of said Government Lot 2;

Thence S 0°02'10" W, along the East line of said Government Lot 2 to the Point of Beginning.



P+1433468467+7338+01+01+LEGLDESC

EXHIBIT

C

SRBA

SUBCASE SUMMARY REPORT 67-00250

[Return to SRBA Home Page](#)

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SRBA
01-21-2022

SUBCASE SUMMARY REPORT

HTML12

SUBCASE: 67-00250 FILE#: 00000
CLAIMANT: DIBBLE, DEBRA J
2948 MILL RD

CAMBRIDGE ID 83610
STATUS: PD ISSUED SPECIAL MASTER:
WATER SOURCE: RUSH CREEK TRIBUTARY: WEISER RIVER

****** PARTIES INVOLVED ******

DEBRA J DIBBLE C PRO SE

****** ROA ENTRIES ******

[10-20-2008](#) PARTIAL DECREE FILED

10-20-2008

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PAGE 1
Sep-17-2008

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

In Re SRBA)
)
Case No. 39576)
_____) Water Right 67-00301

PARTIAL DECREE PURSUANT TO
I.R.C.P. 54(b) FOR

NAME AND ADDRESS: DEBRA J DIBBLE
 2948 MILL RD
 CAMBRIDGE, ID 83610

SOURCE: RUSH CREEK TRIBUTARY: WEISER RIVER

QUANTITY: 0.46 CFS

PRIORITY DATE: 10/29/1908

POINT OF DIVERSION: T15N R03W S15 NESE Within Washington County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	Irrigation	03-15 TO 10-31	0.46 CFS

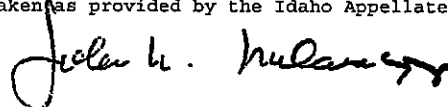
PLACE OF USE:	Irrigation		Within Washington County
	T15N R03W S36	SESW 27.0	SWSE 2.3
	29.3 Acres Total		

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS
NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT
ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY
DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE
ENTRY OF A FINAL UNIFIED DECREE. I.C. SECTION 42-1412(6).

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.



John M. Melanson
Presiding Judge of the
Snake River Basin Adjudication

EXHIBIT

D

FILED
10/13/17
HR 2:31 P.M.
KORRI BLODGETT
CLERK OF THE DISTRICT COURT
S. W. Blodgett

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF CAMAS

JUDY CASH, an unmarried woman,) Case No: CV-2016-02
)
Petitioner,) **ORDER DENYING PETITIONER'S**
) **MOTION FOR RECONSIDERATION**
vs.)
)
PHILIP CASH and DEBRA CASH,)
husband and wife, and Does 1-5,)
unknown persons who may claim)
interest,)
)
Respondents.)
)
_____)

I.

BACKGROUND

1. On January 26, 2017, Judge Elgee entered *Findings of Fact and Conclusions of Law* in this matter. On May 23, 2017, Judge Elgee entered *Amended Findings of Fact and Conclusions of Law Re: Ownership of Twin Lakes Reservoir & Irrigation Company Shares*. The facts set forth in the two *Findings of Fact* are incorporated herein by reference and will not be repeated. In his *Amended Findings*, Judge Elgee held that Respondent Philip Cash is the sole owner of 280 shares of stock in the Twin Lakes Reservoir & Irrigation Company issued in his name.

2. On August 9, 2017, the Petitioner filed a *Motion* asking the Court to reconsider Judge Elgee's determination with respect to the ownership of the shares.

3. Then, on August 17, 2017, the case was reassigned to this Court following Judge Elgee's retirement.

4. The Respondents oppose the Petitioner's *Motion*. A hearing on the *Motion* was held before the Court on September 29, 2017.

II. ANALYSIS

This proceeding involves a dispute over the ownership of shares of stock in the Twin Lakes Reservoir & Irrigation Company held by Respondent Philip Cash. Judge Elgee held that Philip Cash is the sole owner of the shares and the water delivered pursuant to those shares. In so holding, Judge Elgee relied upon evidence showing that none of the shares had been applied to the property that was conveyed to the Petitioner in 2002. As a result, he determined that the Petitioner has no lawful claim to the shares or the water represented by the shares. The Petitioner now asks this Court to reconsider Judge Elgee's holding based on new evidence not presented at trial. The new evidence includes a *Partial Decree* issued to the Twin Lakes Reservoir & Irrigation Company in the Snake River Basin Adjudication ("SRBA"). It also includes the *Affidavit of Alonzo Leavell*, who leased the subject property from 1999-2002. Based on this new evidence, the Petitioner asserts she is entitled to 140 of the 280 shares found to be owned by Philip Cash.¹ For the reasons set forth herein, the Court disagrees and denies the Petitioner's *Motion*.

A. The *Partial Decree* does not entitle the Petitioner to 140 shares.

On March 3, 2009, the SBRA District Court issued a *Partial Decree* for water right number 37-13120 to the Twin Lakes Reservoir & Irrigation Company. It permits the Company to divert 60 cfs and/or 19,280 acre feet annually from McKinney Creek for irrigation and irrigation storage purposes. The place of use associated with the water right is defined as the area served by the Company. Although the Company is the holder of the water right, it is its shareholders that ultimately put water under the right to beneficial use. The shareholders' rights to use water are represented by shares of stock. With respect to the Twin Lakes Reservoir & Irrigation Company, one share does not entitle a shareholder to the delivery of a defined quantity of water. Rather, it entitles the shareholder to a pro-rata share of the water that is available in

¹ In her *Motion*, the Petitioner requests on reconsideration "that the 280 shares be divided equally between Petitioner and Counterclaimant." *Pettitioner's Motion for Reconsideration*, p.7.

Mormon Reservoir. Thus, the Company does not deliver a set amount of water each year per share. In some years very little or no water is delivered per share due to lack of water supply in Mormon Reservoir.

Phillip Cash acquired stock for 280 shares in the Twin Lakes Reservoir & Irrigation Company in 1998. All 280 shares were issued to Philip Cash in his name. The 2002 quitclaim deed conveying the subject property to the Petitioner is silent as to the shares. Although shares in a delivery entity are not water rights themselves, but rather are personal property, the Idaho Supreme Court has directed they nonetheless convey with the land on which they are used. *Ireton v. Idaho Irr. Co.*, 30 Idaho 310, 317, 164 P 687, 689 (1917). It is thus the Petitioner's position that she is entitled to half of the shares since the decreed place of use identified in water right number 37-13120 encompasses approximately "200 acres of Judy Cash's property and 200 acres of Phil Cash's property." The Court disagrees.

The Idaho legislature has passed special laws regarding entities like the Twin Lakes Reservoir & Irrigation Company that deliver and supply irrigation water to water users. For instance, it has directed that water right licenses and decrees issued to such entities need not describe the place of use in the same manner required of other irrigation water rights. I.C. §§ 42-219(2), (5) & (6), 42-1412(6) & 42-1411(2). On the one hand, a typical irrigation water right must include a legal description of the place of use setting forth "the number of irrigated acres within each forty (40) acre subdivision." I.C. §§ 42-1412(6) & 42-1411(2). The acres specified in such a legal description must have been actually irrigated. The use of water authorized under a typical irrigation right is thus tied to the acreage identified in the place of use. Irrigation may not be moved to other acreage under the right without first successfully completing an Idaho Code § 42-222 transfer proceeding.

On the other hand, water rights issued to qualifying delivery entities may include a place of use that describes the entities' service area with a "digital boundary."² I.C. §§ 42-219(2), (5) & (6), 42-1412(6) & 42-1411(2). A digital boundary is "the boundary encompassing and defining an area consisting of or incorporating the place of use *or permissible place of use* for a water right . . . using a geographic information system in conformance with the national standard

² A digital boundary is "the boundary encompassing and defining an area consisting of or incorporating the place of use or permissible place of use for a water right prepared and maintained by the department of water resources using a geographic information system in conformance with the national standard for spatial data accuracy or succeeding standard." I.C. § 42-202B(2).

for spatial data accuracy or succeeding standard.” I.C. § 42-202B(2) (emphasis added). Thus, although water rights issued to qualifying delivery entities may identify the total number of permissible acres that *may* be irrigated within the applicable service area, they do not identify which acres are actually irrigated within that service area. In this respect, they differ from a typical irrigation water right which identifies the acres that are actually irrigated. The delivery entity and its shareholders may move shares, and the water represented by those shares, around within the place of use without going through an Idaho Code § 42-222 transfer proceeding so long as the delivery entity’s regulations for such movements are complied with.

The Petitioner’s argument that all acres in the service area of the Twin Lakes Reservoir & Irrigation Company have appurtenant shares associated with them is practically unworkable and legally incorrect. It is common for the total service area of a delivery entity to include far more acreage than can be irrigated under the associated water right. Such is the case here. The water right on which the Petitioner relies allows up to 4,533 acres within the service area to be irrigated. However, the service area of the Twin Lakes Reservoir & Irrigation Company is approximately 7,960 acres, which is far larger than 4,544 acres.³ Rather, to determine whether shares are conveyed with a particular piece of land, the Court looks to whether the shares were historically used to irrigate that land.⁴ Further, it is not uncommon for a shareholder who holds other water rights to lease his unused shares to another water user within the service area. As a result, the shares may have never been applied in part or in total to the lands owned by the shareholder. It follows that the Petitioner’s argument that she is entitled to 140 shares simply because the land she acquired is located within the place of use identified in water right number 37-13120 must be denied.

³ To say that shares convey with land whether that land was historically irrigated or not, just because it is located within the service area of the delivery entity, would result in the diminishment and dilution of the ability to properly irrigate land within the service area.

⁴ It is common for a delivery entity to restrict where a shareholder may use the water represented by his shares. This can occur when the delivery entity identifies in the shares themselves the acreage that may be irrigated by those shares. In such cases, the shares convey with the land identified within the shares. However, this is not a practice followed by the Twin Lakes Reservoir & Irrigation Company. The Company allows its shareholders to determine where to use the shares within the service area, and the shares themselves do not identify the acreage where they can be used.

B. The Affidavit of Alonzo Leavell does not entitle the Petitioner to 140 shares.

In his decision, Judge Elgee properly reviewed the record to determine where the 280 shares have historically been used. He determined that no portion of the shares have been applied to the property that was acquired by the Petitioner in 2002. As a result, he found the Petitioner had no lawful claim to any of the shares. The Petitioner now presents the Court with new evidence in the form of the *Affidavit of Alonzo Leavell*, which she asserts establishes that in 2002 a portion of the shares were used on some of the acres she acquired.

In his *Affidavit*, Alonzo Leavell testifies that "during the year 2002, the property was *partially irrigated* with water from Mormon Reservoir pursuant to shares of the Twin Lakes Reservoir & Irrigation Co., owned by Phil Cash." The affiant provides no further details. There is no assertion as to how many shares out of the 280 were used for this purpose. Nor is there an assertion as to how many acres were irrigated with those shares or for how long. Indeed, although the Petitioner asks for 140 shares on reconsideration, neither she nor Mr. Leavell assert that 140 shares were used to irrigate property she acquired in 2002. Given the paucity of information and detail provided to the Court, it cannot find grounds on which to disturb Judge Elgee's prior ruling. The Court therefore finds that the Petitioner has failed to carry her burden as the moving party and holds that her *Motion for Reconsideration* must be denied. *See e.g. Johnson v. Lambros*, 143 Idaho 468, 473, 147 P.3d 100, 105 (Ct.App. 2006) (holding that a movant pursuing a motion has the burden of bringing forth new information on which the court could change its previous ruling).

III.

ORDER

Therefore, IT IS ORDERED that the Petitioner's *Motion for Reconsideration* is hereby denied.

Dated October 13, 2017


ERIC J. WILDMAN
District Judge

Certificate of Service

I HEREBY CERTIFY that on this 13th day of October, 2017, a true and correct copy of the foregoing ORDER DENYING PETITIONER'S MOTION FOR RECONSIDERATION was delivered to:

Travis L. Thompson
Baker Rosholt & Simpson
P.O. Box 63
Twin Falls, Idaho 83303-0063

☐ U.S. Mail, Postage Prepaid
☐ Hand Delivered
☐ Overnight Mail
☒ Telecopy - e-mail

Daniel R. Beck
Fuller & Beck Law Offices
P.O. Box
Idaho Falls, Idaho 83405-0935

☐ U.S. Mail, Postage Prepaid
☐ Hand Delivered
☐ Overnight Mail
☒ Telecopy c-mail


Deputy Clerk

EXHIBIT

E

Evans, Lynne

From: Debra Jean <flophouse45@yahoo.com>
Sent: Saturday, October 3, 2020 3:00 PM
To: marion ogle; Evans, Lynne; leggranch@gmail.com
Subject: Re: Water notery
Attachments: 001.jpg; 002.jpg; 003.jpg

I have attached the quit claim deed dated 2006 in which the home place was divided with my brother Lloyd Dibble. I later applied for the water right on the understanding that we would share the water, but that it would remain in my name and I would pay the fees for said water right as I would be using the majority of it. Lloyd eventually sold his portion of the land and a transfer of the water right was never discussed. I have remained the sole owner of this water right, 67-250.

Thank you
Debra Dibble

On Saturday, September 26, 2020, 11:50:56 AM MDT, marion ogle <marion_ogle@hotmail.com> wrote:

Debbie,

I got the email below. They are saying one of the permits is in your name but not your land. Did you sell some of the land or did you get permit on your dads land or something? Can we get the clarification that they are wanting?

Marion

From: Angela Ogle <leggranch@gmail.com>
Sent: Thursday, September 24, 2020 4:37 PM
To: Kathleen Legg <marion_ogle@hotmail.com>
Subject: Fwd: Water notery

Hi Marion,

See the question related to the water right transfer.

Thanks,
Gary

----- Forwarded message -----

From: Evans, Lynne <Lynne.Evans@idwr.idaho.gov>
Date: Thu, Sep 24, 2020 at 4:10 PM
Subject: RE: Water notery
To: Angela Ogle <leggranch@gmail.com>

Good afternoon Gary,

Thank you all so much for your patience on the processing of this water right change in ownership. The notarized bill of sale will do just fine for this ownership change. Water right no. 67-301 has been processed and changed to Marion Ogle's name. However, when we started on the other water right, no. 67-250, we came across an oddity we'd like to clarify with you and Marion before moving forward with finishing the ownership change.

Most of the time a water right is considered an appurtenance to the land it is used on, so when that land is sold to someone new, the water right goes along with it. Occasionally, a water right is granted to someone who doesn't own the land itself; for example, a homeowner's association may own the irrigation water right for a subdivision, even though the individual lots are all owned by other people. It looks like water right no. 67-250 is registered as owned by Debra Dibble, but the property it relates to is not. We need to know whether Debra does own the water right separately from the property, or if the water right and the property go together and have just never been updated as they changed hands.

We're hoping you or Debra could clarify for us if she owned that property at the time the water right was decreed to her in 2008. If she did not own the property, and the water right was decreed to her separately from the land, then we're good to go and we can complete the change in ownership to Marion Ogle. However, if she did own the property, we'll need to see if she retained the water right from any sales transferring the property to the new owners. Usually, that will be written into the deed as an exception, such as "excluding water right no. 67-250." Any documentation you can provide to support either conclusion would be very helpful as well.

If you have any additional questions about this, please don't hesitate to email me back or give our office a call. Thank you very much for your assistance.

Have a great afternoon,

Lynne Evans | Office Specialist II

IDWR-Western Region

2735 W Airport Way, Boise ID 83705

(208) 334-2190 | lynne.evans@idwr.idaho.gov

From: Angela Ogle [mailto:leggranch@gmail.com]

Sent: Friday, September 4, 2020 1:19 PM

To: Evans, Lynne <Lynne.Evans@idwr.idaho.gov>

Cc: Kathleen Legg <marion_ogle@hotmail.com>

Subject: Fwd: Water notery

Hi Lynne,

Per our phone conversation earlier, I am forwarding the notarized Bill of Sale per your request. Please let me know if you require any additional information.

Thanks,
Gary

----- Forwarded message -----

From: <Marion_Ogle@hotmail.com>

Date: Fri, Sep 4, 2020 at 12:51 PM

Subject: Water notery

To: <marion_ogle@hotmail.comf>, <leggranch@gmail.com>

Cc: <Marion_Ogle@hotmail.com>