

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

BILL OF SALE "B"
(Sale by Private Party)

In consideration of ONE DOLLAR AND VARIOUS CONSIDERATION - - - - - dollars
(\$ 1.00), receipt of which is hereby acknowledged, the undersigned Seller (whether one or
more) hereby grants, bargains, sells, and delivers unto SIDNEY SCHVANEVELDT
of WESTON IDAHO, county of FRANKLIN
State of IDAHO, the following-described property:

1 John Deer Tractor 1966
1 John Deer Harvester 1966
1/2 Interest in International Swather 1968
1/2 Interest in International Bayler 1968
3/4 mile Lateral Sprinkler of Pipe
1-4 Bottom Oliver Plow
3/4 Interest in Well on Property
20 Head Milk Cows
1 set John Deer Offsets
1 John Deer Furrow Drill
1 Grahaw Holme Chisel Plow
1/2 Interest in International 20 Hoe Drill

TO HAVE AND TO HOLD unto the said Buyer, his heirs, successors, and assigns forever.

And the Seller hereby covenants with the Buyer that he is lawful owner of the said property; that
he has good right to sell the same as aforesaid; that he will warrant and defend the same against lawful
claims and demands of all persons; and that the said property is free from all encumbrances except:

IN WITNESS WHEREOF, the Seller has signed and sealed these presents the 20th day of

February, 1980

Sidney Schvaneveldt [SEAL]
Walter J. Schvaneveldt [SEAL]

EXHIBIT

320

Protestant

STATE OF Idaho)
COUNTY OF Franklin) ss

On this 20th day of February, in the year 1980, before me,
the undersigned, a Notary Public, personally appeared P.E. Schwanewaldt
and Naomi J. Schwanewaldt, husband and wife.
known to me to be the identical persons described in and who executed the within
and foregoing instrument, and acknowledged to me that they executed the same as
their free and voluntary act and deed for the purpose and consideration
therein expressed.

IN WITNESS WHEREOF I have hereunto set my official signature and affixed
my notarial seal the day and year first above written.

My bond expires: Lifetime



Gloria Crowther
Notary Public

Residing at: Preston, Idaho

Recorded at the request of

Rockida Title Co.

11:30 a.m. FEB 21 1980 — p.m.

MICHAEL D. KUNZ, RECORDER

By Lara Fryar Deputy
FRANKLIN COUNTY, IDAHO

JSDA-FmHA
Form FmHA 427-1 ID
(Rev. 8-29-78)

152294

Position 5

ECONOMIC EMERGENCY
REAL ESTATE MORTGAGE FOR IDAHO

THIS MORTGAGE is made and entered into by SIDNEY SCHVANEVELDT and
CHARLOTTE O. SCHVANEVELDT, husband and wife
residing in FRANKLIN County, Idaho, whose post office address is
WESTON, Idaho, 83286
herein called "Borrower," and:

WHEREAS Borrower is indebted to the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, herein called the "Government," as evidenced by one or more promissory note(s) or assumption agreement(s), herein called "note," which has been executed by Borrower, is payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
FEBRUARY 20, 1980	33,500.00	10%	FEBRUARY 20, 2020

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949;

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower:

NOW, THEREFORE, in consideration of the loan(s) and (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant, agreement of Borrower contained herein or in any supplementary agreement, Borrower does hereby grant, bargain, sell, convey, mortgage, and assign unto the Government the following property situated in the State of Idaho,

County(ies) of FRANKLIN

(See attached schedule)

Recorded at the request of
Amida Title Co.

11-40 FEB 21 1980 —pm

MICHAEL D. KUNZ, RECORDER
By Lisa [Signature] Deputy
FRANKLIN COUNTY, IDAHO

together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein-all of which are herein called "the property":

TO HAVE AND TO HOLD the property unto the Government and its assigns forever in fee simple.

BORROWER for Borrower's self, Borrower's heirs, executors, administrators, successors and assigns WARRANTS THE TITLE to the property to the Government against all lawful claims and demands whatsoever except any liens, encumbrances, easements, reservations, or conveyances specified hereinabove, and COVENANTS AND AGREES as follows:

- (1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.
- (2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.
- (3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.
- (4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by Borrower when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.
- (5) All advances by the Government as described by this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of Borrower's covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.
- (6) To use the loan evidenced by the note solely for purposes authorized by the Government.
- (7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.
- (8) To keep the property insured as required by and under insurance policies approved by the Government and at its request, to deliver such policies to the Government.

(9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

(10) To comply with all laws, ordinances, and regulations affecting the property.

(11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.

(12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordination, and satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

(14) The Government may extend and defer the maturity of and renew and reamortize the debt evidenced by the note or any indebtedness to the Government secured hereby, release from liability to the Government any party so liable thereon, release portions of the property from and subordinate the lien hereof, and waive any other rights hereunder, without affecting the lien or priority hereof or the liability to the Government of Borrower or any other party for payment of the note or indebtedness secured hereby except as specified by the Government in writing.

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

(16) Default hereunder shall constitute default under any other real estate, or under any personal property or other security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

(17) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should any one of the parties named as Borrower die or be declared an incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this mortgage, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, (d) foreclose this instrument as provided herein by law, (e) require Borrower to surrender to the Government any and all abstracts of title then owned by Borrower covering all or any part of the property, and (f) enforce any and all other rights and remedies provided herein or by present or future law.

(18) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. At foreclosure or other sale of all or any part of the property, the Government and its agents may bid and purchase as a stranger and may pay the Government's share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

(19) Borrower agrees that the Government will not be bound by any present or future State laws, (a) providing for valuation, appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action may be brought, (c) prescribing any other statute of limitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws. Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent, dower and curtesy.

(20) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (herein called "the dwelling") and if Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so (a) neither Borrower nor anyone authorized to act for Borrower will, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion, sex, or national origin, and (b) Borrower recognizes as illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the dwelling relating to race, color, religion, sex, or national origin.

(21) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

23. Notices given hereunder shall be sent by certified mail, unless otherwise required by law, and addressed, unless and until some other address is designated in a notice so given, in the case of the Government to Farmers Home Administration at Boise, Idaho 83702, and in the case of Borrower at the address shown in the Farmers Home Administration Finance Office records, which normally will be the same as the post office address shown above.

(23) WAIVER. THE BORROWER ACKNOWLEDGES AND AGREES THAT IF BORROWER DEFAULTS A NONJUDICIAL FORECLOSURE OF THE PROPERTY MAY BE CONDUCTED WITHOUT A HEARING OF ANY KIND. THE BORROWER HEREBY WAIVES ANY RIGHTS BORROWER MAY HAVE TO ANY SUCH HEARING. NEVERTHELESS THE REGULATIONS OF THE FARMERS HOME ADMINISTRATION IN EFFECT AT THE TIME SUCH FORECLOSURE IS STARTED MAY PROVIDE A MEETING AND THE GOVERNMENT WILL FOLLOW THESE REGULATIONS.

(24) At the option of the Government this mortgage may be foreclosed by action or advertisement as provided by statute, and Borrower hereby irrevocably vests in the Government the statutory power of sale and constitutes and appoints the Government his agent and attorney in fact to sell the property, after due notice, at public auction to the highest bidder, for cash or secured credit at the option of the Government, and to give the purchaser a warranty deed binding upon Borrower and all claiming under him.

(25) Borrower has assigned or waived or will immediately on request of the Government, assign or waive in favor of the Government all grazing privileges, permits, licenses, or leases appurtenant to or used in connection with said land, and Borrower further covenants and agrees to produce renewals thereof prior to their expiration and to pay all fees and charges and to perform all acts and do all things necessary to keep and preserve all said grazing rights and renewals thereof, and in the event of the failure of Borrower to do any of these things the Government may do so on behalf of Borrower, including advancing such sums as may be necessary for this purpose, and such funds advanced shall be secured by this instrument.

(26) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

(27) See attached schedule

IN WITNESS WHEREOF, Borrower has hereunto set Borrower's hand(s) and seal(s) this 20th day of FEBRUARY, 1980.

Sidney L. Schvaneveldt
SIDNEY SCHVANEVELDT aka SIDNEY L. SCHVANEVELDT
Charlotte O. Schvaneveldt
CHARLOTTE O. SCHVANEVELDT

ACKNOWLEDGMENT

STATE OF IDAHO

COUNTY OF FRANKLIN

ss:

On this 20th day of FEBRUARY, in the year of 1980, before me, the undersigned,

a Notary Public in and for said State, personally appeared SIDNEY SCHVANEVELDT and

CHARLOTTE O. SCHVANEVELDT, husband and wife

known to me to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged

to me that they executed the same as their free act and deed for the uses, purposes and consideration therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the said date.



Gloria Crowther

Notary Public, residing at Preston, Idaho

My commission expires Lifetime

Township 10 South, Range 38 East of the Boise Meridian

Section 4: W $\frac{1}{2}$ SW $\frac{1}{4}$.

Section 5: SE $\frac{1}{4}$, ALSO BEGINNING at the Southeast corner of the SW $\frac{1}{4}$ of Section 5, running thence West 495 feet; thence North 660 feet; thence West 330 feet; thence North 765 feet; more or less, to a point on Weston Ditch; thence Southeasterly following said ditch a point 660 feet, more or less, North of the of beginning; thence South 660 feet, more or to the place of beginning.

Section 8: NE $\frac{1}{4}$ EXCEPT that portion lying South of West n

Section 9: W $\frac{1}{2}$ NW $\frac{1}{4}$.

SECURITY TO ALSO INCLUDE BUT NOT LIMITED TO: THREE FOURTHS (3/4) interest in well, license #155.

SUBJECT to POLE LINE EASEMENT dated August 30, 1943, executed by L. E. SCHVANEVELDT and wife, LYLA SCHVANEVELDT to UTAH POWER AND LIGHT COMPANY, dated February 11, 1944, in Book 10 of Miscellaneous, page 410, under Instrument No. 69763, records of Franklin County, State of Idaho.

SUBJECT to OIL AND GAS LEASE executed by L. E. SCHVANEVELDT and LYLA SCHVANEVELDT, husband and wife, to J. E. PACE and recorded June 10, 1955, in Book 12 of Miscellaneous, page 325, records of Franklin County, State of Idaho. AND ASSIGNED by J. E. PACE 7/8 interest to EDWARD J. HACK and E. B. SMITH 1/8 interest to KENNETH L. GRIMES dated May 5, 1955, recorded August 9, 1956 in 16 of Miscellaneous, page 159, AND ASSIGNED by J. E. PACE to FRANK LANGSTROTH, dated October 30, 1956, recorded November 3, 1956, in Book 16 of Miscellaneous, page 210. AND ASSIGNED by FRANK LANGSTROTH to W. J. FORTIER recorded November 19, 1956, in Book 16 of Miscellaneous, page 235, AND ASSIGNED by J. E. PACE to MARSHALL V. PERRY and LOUISE C. PERRY, husband and wife, recorded December 26, 1956, in Book 16 of Miscellaneous, page 295. AND ASSIGNED by J. E. PACE to ANGELO J. MORANDO and ROSALIND S. MORANDO, husband and wife, recorded January 4, 1957, in Book 16 of Miscellaneous, page 301. AND ASSIGNED by J. E. PACE to R. A. MCCORKINDALE and K. B. MacPHFC, recorded January 4, 1957, in Book 16 of Miscellaneous, page 302, ALSO DECLARATION OR POOLING by L. E. SCHVANEVELDT to J. E. PACE, F. R. POWERS and KARMIS OIL AND GAS CORPORATION and JOHN O. MABERRY, and UTAH IDAHO EXPLORATION CO. a corporation of Logan Utah as lessees, recorded February 8, 1957, in Book 16 of Miscellaneous, page 339.

SUBJECT to OIL AND GAS LEASE executed by VERL SCHVANEVELDT and wife SYLVIA SCHVANEVELDT, to J. E. PACE and recorded October 22, 1955, in Book 12 of Miscellaneous, page 519, records of Franklin County, State of Idaho.

SUBJECT to POLE LINE EASEMENT dated May 7, 1962, executed by LEE SCHVANEVELDT and NAOMI T. SCHVANEVELDT, to UTAH POWER AND LIGHT COMPANY, as recorded August 6, 1962, in Book 18 of Miscellaneous, page 179, under Instrument No. 110552, records of Franklin County, State of Idaho.

SUBJECT to EASEMENT dated December 22, 1966, executed by L. E. SCHVANEVELDT and his wife NAOMI T. SCHVANEVELDT, to Franklin County, Idaho, as recorded April 11, 1967, in Book 19 of Miscellaneous, page 422, under Instrument No. 120519, records of Franklin County, State of Idaho.

J. L. L.
RECORDED
FRANKLIN County # 152794

SUBJECT to REAL ESTATE AGREEMENT, dated January 10, 1971, executed by L. E. SCHVANEVELDT and NAOMI T. SCHVANEVELDT, husband and wife as sellers, to SIDNEY LEE SCHVANEVELDT and CHARLOTTE OLSON SCHVANEVELDT, husband and wife as buyers, to secure the payment of ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) and interest, recorded December 19, 1977, under Microfilm Instrument No. 144780, records of Franklin County, State of Idaho. AND AGREEMENT WITH PRIOR LIENHOLDER dated December 19, 1977, executed by L. E. SCHVANEVELDT and NAOMI SCHVANEVELDT, husband and wife, to THE UNITED STATES OF AMERICA, acting through the FARMERS HOME ADMINISTRATION, recorded December 19, 1977, under Microfilm Instrument No. 144781, records of Franklin County, State of Idaho. ALSO NEW AGREEMENT WITH PRIOR LIENHOLDER dated February 20, 1980, executed by L.E. SCHVANEVELDT and NAOMI T. SCHVANEVELDT, husband and wife. to THE UNITED STATES OF AMERICA, acting through THE FARMERS HOME ADMINISTRATION, recorded February 21, 1980, under Microfilm Instrument No. 152293, records of Franklin County, State of Idaho.

OIL AND GAS LEASE executed by SIDNEY LEE SCHVANEVELDT and CHARLOTTE OLSEN SCHVANEVELDT, husband and wife, to PLACID OIL COMPANY, recorded February 27, 1978 under Microfilm Instrument No. 145468, records of Franklin County, State of Idaho. RATIFICATION OF OIL AND GAS LEASE executed by SIDNEY LEE SCHVANEVELDT and CHARLOTTE OLSEN SCHVANEVELDT, husband and wife, to PLACID OIL COMPANY, recorded March 16, 1978, under Microfilm Instrument No. 145627, records of Franklin County, State of Idaho.

FINANCING STATEMENT executed by SIDNEY L. SCHVANEVELDT and CHARLOTTE SCHVANEVELDT, husband and wife, to THE UNITED STATES OF AMERICA, acting through THE FARMERS HOME ADMINISTRATION, dated July 14, 1978, recorded July 14, 1978, under Microfilm Instrument No. 146972, records of Franklin County, State of Idaho.

FINANCING STATEMENT executed by SIDNEY L. SCHVANEVELDT to FIRST BANK AND TRUST OF IDAHO, dated December 29, 1978, with FARMERS HOME ADMINISTRATION SUBORDINATION, recorded December 29, 1978, under Microfilm Instrument No. 148455, records of Franklin County, State of Idaho.

- (27) This mortgage further secures the following outstanding notes from the Borrower to the Government:

<u>Date of Instrument</u>	<u>Principal Amount</u>
December 19, 1977	\$ 38,200.00

which are secured by mortgage to the Government recorded as Microfilm Instrument No. 144785, records of Franklin County, State of Idaho, which said mortgage shall continue in full force and effect.

L.L.D.
C.C.

159728 1-7

REAL ESTATE MORTGAGE FOR IDAHO

THIS MORTGAGE is made and entered into by _____

SIDNEY L. SCHVANEVELDT and CHARLOTTE O. SCHVANEVELDT,

residing in FRANKLIN County, Idaho, whose post office address is

WESTON

Idaho 83286

herein called "Borrower," and the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, herein called the "Government."

WHEREAS Borrower is indebted to the Government as evidenced by one or more promissory note(s) or assumption agreement(s), herein called "note," which has been executed by Borrower, is payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
7/19/82	\$15,300.00	15.25%	7/19/2002

(If the interest rate is less than _____% for farm ownership or operating loan(s) secured by this instrument, then the rate may be changed as provided in the note.)

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949 or any other statutes administered by the Farmers Home Administration;

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower;

And this instrument also secures the recapture of any interest credit or subsidy which may be granted to the Borrower by the Government pursuant to 42 U.S.C. §1490a.

NOW, THEREFORE, in consideration of the loan(s) and (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement, Borrower does hereby grant, bargain, sell, convey, mortgage, and assign unto the Government the following property situated in the State of Idaho,

County(ies) of: _____

Recorded at the request of

David Little Co.

JUL 19 1982 4:30 PM

MICHAEL D. KUNTZ, RECORDER

By John S. Johnson Deputy
FRANKLIN COUNTY, IDAHO

together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein all of which are herein called "the property";

TO HAVE AND TO HOLD the property unto the Government and its assigns forever in fee simple.

BORROWER for Borrower's self, Borrower's heirs, executors, administrators, successors and assigns WARRANTS THE TITLE to the property to the Government against all lawful claims and demands whatsoever except any liens, encumbrances, easements, reservations, or conveyances specified hereinabove, and COVENANTS AND AGREES as follows:

(1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.

(2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.

(3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.

(4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by Borrower when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.

(5) All advances by the Government as described by this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of Borrower's covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.

(6) To use the loan evidenced by the note solely for purposes authorized by the Government.

(7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.

(8) To keep the property insured as required by and under insurance policies approved by the Government and, at its request, to deliver such policies to the Government.

(9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

(10) To comply with all laws, ordinances, and regulations affecting the property.

Township 16 South, Range 38 East of the Boise Meridian

Section 4: W $\frac{1}{2}$ SW $\frac{1}{2}$

Section 5: SE $\frac{1}{4}$, ALSO BEGINNING at the Southeast corner of the SW $\frac{1}{4}$ of Section 5, running thence West 495 feet; thence North 660 feet; thence West 330 feet; thence North 765 feet, more or less to a point on Weston Ditch, thence Southeasterly following said ditch to a point 660 feet, more or less, North of the place of beginning; thence South 660 feet, more or less, to the place of beginning.

Section 8: NE $\frac{1}{4}$ EXCEPT that portion lying South of Weston Creek.

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ALSO a $\frac{3}{4}$ interest in a water well, license #155. All irrigation equipment of every kind and character and additions thereto and replacements now or hereafter owned by the borrowers and used in the irrigation of the above premises.

ALSO SUBJECT TO:

(a) General Taxes for the year 1982, which are a lien.

(b) Local improvement and special assessments, if any, by the cities and incorporated villages for which we made no search.

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- S.A.S.
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- (m) FINANCING STATEMENT executed by SIDNEY L. SCHVANEVELDT to FIRST BANK AND TRUST OF IDAHO, dated March 24, 1980 with FARMERS HOME ADMINISTRATION SUBORDINATION, recorded under Microfilm Instrument No. 152525, records of Franklin County, State of Idaho.
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FURTHER SUBJECT TO:

This Real Estate Mortgage further secures the following outstanding notes from the Borrower to the Government which are secured by Real Estate Mortgages to the Government recorded as follows, which said Real Estate Mortgages shall continue in full force and effect.

<u>DATE OF INSTRUMENT</u>	<u>PRINCIPAL AMOUNT</u>	<u>SECURITY</u>
December 19, 1977	\$38,200.00	Real Estate Mortgage
February 20, 1980	\$33,500.00	Real Estate Mortgage

<u>INSTRUMENT #</u>	<u>RECORDS OF</u>
144785	Franklin County, Idaho
152294	Franklin County, Idaho

(11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.

(12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, and satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

(14) The Government may (a) extend or defer the maturity of, and renew and reschedule the payments on, the debt evidenced by the note or any indebtedness to the Government secured by this instrument, (b) release any party who is liable under the note or for the debt from liability to the Government, (c) release portions of the property and subordinate its lien, and (d) waive any other of its rights under this instrument. Any and all this can and will be done without affecting the lien or the priority of this instrument or Borrower's or any other party's liability to the Government for payment of the note or debt secured by this instrument unless the Government says otherwise in writing. HOWEVER, any forbearance by the Government whether once or often in exercising any right or remedy under this instrument, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

(16) Default hereunder shall constitute default under any other real estate, or under any personal property, or other security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

(17) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should the parties named as Borrower die or be declared incompetent, or should any one of the parties named as Borrower be declared a bankrupt or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, (d) foreclose this instrument as provided herein or by law, and (e) enforce any and all other rights and remedies provided herein or by present or future laws.

(18) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. At foreclosure or other sale of all or any part of the property, the Government and its agents may bid and purchase as a stranger and may pay the Government's share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

(19) Borrower agrees that the Government will not be bound by any present or future State laws, (a) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action may be brought, (b) prescribing any other statute of limitations, or (c) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws.

(20) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (herein called "the dwelling") and if Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so (a) neither Borrower nor anyone authorized to act for Borrower will, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion, sex or national origin, and (b) Borrower recognizes as illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the dwelling relating to race, color, religion, sex or national origin.

(21) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

(22) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, and addressed, unless and until some other address is designated in a notice so given, in the case of the Government to Farmers Home Administration at Boise, Idaho 83792, and in the case of Borrower at the address shown in the Farmers Home Administration Finance Office records (which normally will be the same as the post office address shown above).

(23) Borrower has assigned or waived or will immediately on request of the Government, assign or waive in favor of the Government all grazing privileges, permits, licenses, or leases appurtenant to or used in connection with said land, and Borrower further covenants and agrees to produce renewals thereof prior to their expiration and to pay all fees and charges and to perform all acts and do all things necessary to keep and preserve all said grazing rights and renewals thereof, and in the event of the failure of Borrower to do any of these things the Government may do so on behalf of Borrower, including advancing such sums as may be necessary for this purpose, and such funds advanced shall be secured by this instrument.

(24) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

IN WITNESS WHEREOF, Borrower has hereunto set Borrower's hand(s) and seal(s) this 19th day of

July, 1982.

Sidney L. Schvaneveldt
Charlotte O. Schvaneveldt

ACKNOWLEDGMENT

STATE OF IDAHO

COUNTY OF FRANKLIN

Sidney L. Schvaneveldt
 ss:

On this 19th day of July, in the year of 1982, before me, the undersigned, a Notary Public in and for said State, personally appeared SIDNEY L. SCHVANEVELDT and

CHARLOTTE O. SCHVANEVELDT, husband and wife

known to me to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged to me that they executed the same as their free act and deed for the uses, purposes, and consideration therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the said date.

(NOTARIAL SEAL)

J. W. Crowther
 J. W. CROWTHER

Notary Public, residing at MALAD

My commission expires 12/15/85

SOIL & WATER
REAL ESTATE MORTGAGE FOR IDAHO

THIS MORTGAGE is made and entered into by _____

SIDNEY L. SCHVANEVELDT and wife CHARLOTTE SCHVANEVELDT

residing in FRANKLIN County, Idaho, whose post office address is

6162 West 2200 South, Weston, Idaho 83286

herein called "Borrower," and the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, herein called the "Government."

WHEREAS Borrower is indebted to the Government as evidenced by one or more promissory note(s) or assumption agreement(s), herein called "note," which has been executed by Borrower, is payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
August 20, 1987	\$10,000.00	9.2500	August 20, 2007

(The interest rate for limited resource farm ownership or limited resource operating loan(s) secured by this instrument may be increased after 3 years as provided in the Farmers Home Administration regulations and the note.)

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, Title V of the Housing Act of 1949, or any other statutes administered by the Farmers Home Administration.

And it is the purpose and intent of this instrument that when the note is held by the Government, or in the event the Government should assign the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the insured holder, it shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract with the Borrower;

And this instrument also secures the recapture of any interest which may be granted to the Borrower by the Government pursuant to 42 U.S.C. §1490a.

NOW, THEREFORE, in consideration of the loan(s) and (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without interest, to secure the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement, Borrower does hereby grant, bargain, sell, convey, mortgage, and assign unto the Government the following property situated in the State of Idaho,

County(ies) of Franklin :

Recorded at the request of

Sid Schvaneveldt

—a.m. AUG 20 1987:50 p.m.

CORRINE L. KELLER, RECORDER

By Walter Phelps Deputy
FRANKLIN COUNTY, IDAHO

together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein-all of which are herein called "the property";

TO HAVE AND TO HOLD the property unto the Government and its assigns forever in fee simple.

BORROWER for Borrower's self, Borrower's heirs, executors, administrators, successors and assigns WARRANTS THE TITLE to the property to the Government against all lawful claims and demands whatsoever except any liens, encumbrances, easements, reservations, or conveyances specified hereinabove, and COVENANTS AND AGREES as follows:

(1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.

(2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.

(3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.

(4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts including advances for payment of prior and/or junior liens, required herein to be paid by Borrower and not paid by Borrower when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.

(5) All advances by the Government, including advances for payment of prior and/or junior liens, in addition to any advances required by the terms of the note, as described by this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of Borrower's covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.

(6) To use the loan evidenced by the note solely for purposes authorized by the Government.

(7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.

(8) To keep the property insured as required by and under insurance policies approved by the Government and, at its request, to deliver such policies to the Government.

(9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

(10) To comply with all laws, ordinances, and regulations affecting the property.

Township 16 South, Range 13 East of the Boise Meridian

176175 3-7

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FURTHER SUBJECT TO:

This Real Estate Mortgage further secures the following outstanding notes from the Borrower to the Government which are secured by Real Estate Mortgages to the Government recorded as follows, which said Real Estate Mortgages shall continue in full force and effect.

<u>DATE OF INSTRUMENT</u>	<u>PRINCIPAL AMOUNT</u>	<u>SECURITY</u>	<u>INSTRUMENT NUMBER</u>
December 19, 1977	38,200.00	Real Estate Mortgage	#144785
January 20, 1980	33,500.00	" " "	#152294
July 19, 1982	15,300.00	" " "	#159728

RECORDS OF FRANKLIN COUNTY, IDAHO

(11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.

(12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, and satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

(14) The Government may (a) extend or defer the maturity of, and renew and reschedule the payments on, the debt evidenced by the note or any indebtedness to the Government secured by this instrument, (b) release any party who is liable under the note or for the debt from liability to the Government, (c) release portions of the property and subordinate its lien, and (d) waive any other of its rights under this instrument. Any and all this can and will be done without affecting the lien or the priority of this instrument or Borrower's or any other party's liability to the Government for payment of the note or debt secured by this instrument unless the Government says otherwise in writing. HOWEVER, any forbearance by the Government—whether once or often—in exercising any right or remedy under this instrument, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

(16) Default hereunder shall constitute default under any other real estate, or under any personal property, or other security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

(17) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should the parties named as Borrower die or be declared incompetent, or should any one of the parties named as Borrower be discharged in bankruptcy or declared an insolvent or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, (d) foreclose this instrument as provided herein or by law, and (e) enforce any and all other rights and remedies provided herein or by present or future laws.

(18) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. At foreclosure or other sale of all or any part of the property, the Government and its agents may bid and purchase as a stranger and may pay the Government's share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

(19) Borrower agrees that the Government will not be bound by any present or future State laws, (a) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action may be brought, (b) prescribing any other statute of limitations, or (c) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws.

(20) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (herein called "the dwelling") and if Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so (a) neither Borrower nor anyone authorized to act for Borrower will, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion, sex or national origin, and (b) Borrower recognizes as illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the dwelling relating to race, color, religion, sex or national origin.

(21) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

(22) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, and addressed, unless and until some other address is designated in a notice so given, in the case of the Government to Farmers Home Administration at Boise, Idaho 83702, and in the case of Borrower at the address shown in the Farmers Home Administration Finance Office records (which normally will be the same as the post office address shown above).

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(23) Borrower has assigned or waived or will immediately on request of the Government, assign or waive in favor of the Government all grazing privileges, permits, licenses, or leases appurtenant to or used in connection with said land, and Borrower further covenants and agrees to produce renewals thereof prior to their expiration and to pay all fees and charges and to perform all acts and do all things necessary to keep and preserve all said grazing rights and renewals thereof, and in the event of the failure of Borrower to do any of these things the Government may do so on behalf of Borrower, including advancing such sums as may be necessary for this purpose, and such funds advanced shall be secured by this instrument.

(24) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

IN WITNESS WHEREOF, Borrower has hereunto set Borrower's hand(s) and seal(s) this 20th day of August, 19 87.

Sidney L. Schvaneveldt
Sidney L. Schvaneveldt

Charlotte Schvaneveldt
Charlotte Schvaneveldt

ACKNOWLEDGMENT

STATE OF IDAHO

COUNTY OF Franklin } ss:

On this 20th day of August, in the year of 1987, before me, the undersigned,

a Notary Public in and for said State, personally appeared _____
Sidney L. Schvaneveldt and Charlotte Schvaneveldt

known to me to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged to me that they executed the same as their free act and deed for the uses, purposes, and consideration therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the said date.

Gennie Westover

Notary Public, residing at Preston, Idaho

My commission expires 7/25/92

(NOTARIAL SEAL)