

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED *DE*
AUG 08 2017
DEPARTMENT OF
WATER RESOURCES

Notice of Change in Water Right Ownership

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #6 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
05-17553	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: _____

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): _____

New owner(s) as listed on the conveyance document

Name connector ☐ and ☐ or ☒ and/or

Mailing address 3353 W PARK CREEK DR

City MERIDIAN

State ID

ZIP 83642

Telephone 208 914 4732 208 801 3590

Email hart505@gmail.com

4. If the water rights and/or adjudication claims were split, how did the division occur?

- ☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.

5. Date you acquired the water rights and/or claims listed above: _____

6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).

7. This form must be signed and submitted with the following **REQUIRED** items:

- ☐ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
☐ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
☐ Filing fee (see instructions for further explanation):
 o \$25 per *undivided* water right.
 o \$100 per *split* water right.
 o No fee is required for pending adjudication claims.
☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: [Signature]
Signature of new owner/claimant

Title, if applicable

Date 8-8-17

Signature: [Signature]
Signature of new owner/claimant

Title, if applicable

Date Aug 8, 2017

For IDWR Office Use Only:

Received by VC Date 8/08/17

Receipt No. C103944

Receipt Amt. \$25

Active in the Water Supply Bank? Yes ☐ No ☐

If yes, forward to the State Office for processing

W-9 received? Yes ☐ No ☐

Name on W-9 _____

Approved by _____

Processed by [Signature]

Date 8-17-17

Instrument # 345713

VALLEY COUNTY, CASCADE, IDAHO

9-25-2009 04:26:21 No. of Pages: 3

Recorded for : AMERITITLE

ARCHIE N. BANBURY

Ex-Officio Recorder Deputy

Index to: DEEDS

Fee: \$2.00

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Leo Shishmanian
William R. Snyder & Associates
520 W. Franklin Street, Upper Level
Boise, ID 83702

TC14531

(Space Above For Recorder's Use)

WARRANTY DEED

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, JACK L. BLEVINS and BEVERLY J. BLEVINS, Trustees under the JACK L. BLEVINS AND BEVERLY J. BLEVINS LIVING TRUST DATED MARCH 1, 2007 (the "Grantor"), grants, warrants, bargains, sells, transfers, conveys and assigns to RANDY HART and TERRI HART, husband and wife (the "Grantee"), whose mailing address is 3353 W. Park Creek Drive, Meridian, Idaho 83642, all of Grantor's right, title and interest in and to the real property located in Valley County, Idaho, more particularly described in the attached Exhibit A (the "Premises").

Together with all rents, remainders and reversions, and all appurtenances and hereditaments, reversions, remainders, issues and profits, improvements and fixtures, easements, mineral rights, water rights and all other permits, licenses and rights in any way appertaining to the Premises.

Grantor, for itself, its representatives, successors, and assigns, covenants and warrants that Grantor is the owner in fee simple of the Premises and that the Premises are free from all encumbrances except (i) taxes, levies, and assessments for the current year, (ii) any existing tenancies, (iii) all zoning laws and ordinances, (iv) any state of facts an accurate survey or inspection of the Premises would show, and (v) all easements, covenants, reservations, restrictions, and encumbrances of record.

The Grantor covenants and warrants that Grantor shall defend the quiet and peaceable possession of the Premises by Grantee, its representatives, successors and assigns, forever against all claims whatsoever.

Signature Page Follows

Client: 1370272.2

EXHIBIT A

DESCRIPTION OF THE PREMISES

Lot 8 Block 3, God's Acres Subdivision No. 1, a plat which is recorded in the office of the Recorder of Valley County, Idaho



Invoice Number: 9-31362
Invoice Date: 8/4/2017
Balance Due: \$40.00

Due Upon Receipt

Bill To:

Terri Hart
3353 W Park Creek Dr

Meridian, ID 83642

Please Remit Payment To:

AmeriTitle
Attn: Accounts Receivable
345 SE Third Street

Bend, OR 97702
541-330-8140

<u>Invoice Type</u>	<u>Description</u>	<u>Amount</u>
Search Fee	Chain of Title	\$40.00
Invoice Total		\$40.00

Balance Due	\$40.00
--------------------	----------------

Client File #:
Buyer/Borrower:
Seller:
Property Address:

Tax Information

Notes Refresh New Search List Close

PIN: **RP001000030080** TAG: **TAG 006-0000** Current owner: **HART RANDY(more)**
 PIN: TAG: Ownership type: **Community Property**
 Status: **Active** County: **43-Valley** Situs address: **10 CARIBOU PARKWAY**
 Geocode: Case: Description: **GOD'S ACRES SUBDIVISION N(...)**
 Pay acct: **0000039327** Pmt plan: Class: **537 Res Impr on Cat 15**
 Tax sale: WCH plan: Roll type: **Real Property**

2016-102709-A

Tax Notice

Print

Bill Detail

Total Due

8/4/2017

Bill type: Original Actual

Owner of record:

Total Current \$0.00

Bill dates: **November 01, 2016**

HART RANDY
3353 W PARK CREEK DR
MERIDIAN ID 83642

Delinquent \$0.00

Amount: \$354.55

Acq/Surplus \$0.00

Tax date: Monday, June 19, 2017

Discount \$0.00

Receipt: **B1773**

Total Due \$0.00

Sequence #: 1

Pay to: **UPF SERVICES, LLC TAX SERVICE**

Detail:

Description: **GOD'S ACRES SUBDIVISION NO. 1 LOT 8 BLOCK 3**

Values/Exemptions

Land Assessed 22.896 USD

Imp Assessed 81.762 USD

Total Acres 0.4597 Acres

Total Value 104.658 USD

Net Tax Value 104.658 USD

FDA 03 USD

Charge Summary

Detail

Gross Tax

Credits

Net Tax

Tax Savings

Total Credits/Savings

709.10

0.00

709.10

0.00

0.00

78259

①

THE FIRST PART, known as the ... of the ...
... and ...
... GOD'S ACRES SUBDIVISION

a corporation duly organized and existing under the laws of the State of ...
and having its principal office in Idaho at ...
Canyon, party of the first part, and WALTER GRISER,

3772 Garden Grove Blvd. Sp 243,
of Westminister, County of ...
California 92683 part Y of the second part.

WITNESSETH, That the said party of the first part, having been authorized by resolution of its Board of Directors, for and in consideration of the sum of FOUR THOUSAND AND NO/100 -----

dollars, lawful money of the United States of America, to it in hand paid by the said party Y of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold, and by these presents does grant, bargain, sell, convey and confirm unto the said party Y of the second part, and to his heirs and assigns forever, all the following described real estate situated in the County of Valley State of Idaho, to wit:

Lot 2, Block 2, God's Acres Subdivision No. 1, being a portion of Lots 3 and 4, Section 7, Township 14 North, Range 3 E.B.M., Valley County, Idaho.

TOGETHER With all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all estate, right, title and interest in and to the said property, as well in law as in equity, of the said party of the first part.

TO HAVE AND TO HOLD, all and singular, the above mentioned and described premises, together with the appurtenances, unto the part Y of the second part, and to his heirs and assigns forever. And the said party of the first part, and its successors, the said premises in the quiet and peaceable possession of the said part Y of the second part his heirs and assigns, against the said party of the first part, and its successors, and against all and

every person and persons whomsoever, lawfully claiming or to claim the same, shall as I will warrant and by these presents forever defend.

In Witness Whereof, The party of the first part has caused the corporate name to be hereunto subscribed by its

President and its corporate seal to be affixed by its

Secretary in pursuance

to said resolution the day and year first above written.

SIGNED, SEALED AND DELIVERED IN PRESENCE OF

GOD'S ACRES CORPORATION

By Robert D. Hill

Its

President

Attest Theresa Chase

Its

Secretary

STATE OF IDAHO,

COUNTY OF Canyon

On this 8th day of January

in the year 1973, before me

the undersigned

, a Notary Public in and for the said State,

personally appeared ROBERT D. HILL and THERESA CHASE

known to me to be the President and Secretary of the corporation that executed this instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

Theresa Chase

Notary Public for the State of Idaho,
Residing at Nampa, Idaho

No.

1744

Corporation Warranty Deed

TO

Dated

STATE OF IDAHO,

COUNTY OF Valley

I hereby certify that this instrument was filed for record at request of
Milo Axelsen

at 3 minutes past 1:00

o'clock P.M. this 22

day of January, A.D. 1973

in my office, and duly recorded in Book #1

of Deeds at page

J.W. Crutcher

Ex-Officio Recorder

By Deputy

Fee, \$ 2.00

Mile 1407 1/2 rd. St. South

Nampa, Idaho 83651

#89865 (2)

After recording return to:
John E. Sisson, Attorney
Suite 1212, One Wilshire Bldg.,
Los Angeles, California 90017

W. D. HOWER, Lawyer
Cascadia, Idaho 83611

PERSONAL REPRESENTATIVES' DEED

CLAUDINE J. GEISER and LEW C. GEISER, personal representatives of the estate of Walter Geiser, deceased, do hereby grant, convey, assign, transfer and release unto CLAUDINE J. GEISER, Trustee, whose current address is 5772 Garden Grove Blvd., Space 243, Westminister, CA 92683, the following described premises in Valley County, Idaho, to wit:

Lot 8, Block 3, God's Acres Subdivision #1, and
Lot 1, Block 2, God's Acres Subdivision #2,
as shown on the official plats thereof on file
and of record in the office of the Recorder of
Valley County, Idaho,

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

WITNESS OUR HANDS this 13 day of November, 1976.

CJC <u>Claudine J. Geiser</u>	LEW <u>Lew C. Geiser</u>
Personal representative of the estate of Walter Geiser, deceased	Personal representative of the estate of Walter Geiser, deceased

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss:

On this 13th day of November, 1976, before me, a
Notary Public in and for said State, personally appeared Claudine J.
Geiser and Lew C. Geiser, known to me to be the persons whose names
are subscribed to the within instrument as personal representatives
of the estate of Walter Geiser, deceased, and acknowledged to me that
they executed the same as such personal representatives.

Notary Public

[Notary Seal]

89865

STATE OF IDAHO, }
County of Valley, } ss.

I hereby certify that this instrument
was filed for record at the request of
John E. Sisson

at 56 minutes past 10

o'clock A.M. This 8

day of Nov. 19 76

in my office and duly recorded in

Book #2 of Deeds

~~Notary Public~~
J. W. Crutcher

Ex-Officio Recorder

By [Signature] Deputy

Fees \$1.00

Suite 1212, One Wilshire Bl
Los Angeles, CA 90017

RECORDED
INDEXED
OCT 14 1976
COUNTY OF VALLEY, IDAHO

135449

3

2009

WARRANTY DEED

For Value Received CLAUDINE J. GEISER, as Trustee,

the grantor does hereby grant, bargain, sell and convey unto DAVID KISK MEDSKER and ANN MEDSKER, husband and wife, whose address is 5510 West State Street, Boise, Idaho, 83703,

the grantees, the following described premises, in VALLEY County Idaho, to-wit:

Lot 8, Block 3 in God's Acres Subdivision No. 1 according to the official Plat thereof on file and of record in the office of the Recorder of Valley County, Idaho, corrected by Affidavit recorded 6/28/74 as Instrument No. 62305.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantees, that she is the owner in fee simple of said premises; that they are free from all incumbrances EXCEPT General Taxes and Assessments for 1983,

and that she will warrant and defend the same from all lawful claims whatsoever.

Dated: April 18, 1984

[Signature]

STATE OF CALIFORNIA, COUNTY OF Orange. On this 27 day of April, 1984, before me, a notary public in and for said State, personally appeared

CLAUDINE J. GEISER, Trustee,

known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

Residing at 945 Oracle, Laguna Beach, California. My Comm. Expires Nov 16, 1984

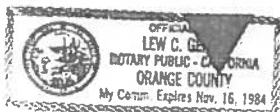
STATE OF IDAHO, COUNTY OF Valley Co. I hereby certify that this instrument was filed for record at the request of Valley Land

at 35 minutes past 3 o'clock P.M. this 1 day of May, 1984, in my office, and duly recorded in Book 244 of Deeds at page

Geo. Centurion Ex-Officio Recorder By: [Signature] Fees \$2.00 Mail to:

INSTRUMENT No.

135449



Valley Land Title & Escrow Company, Inc.

Cascade 120 Main Street P.O. Box 176, 83611 (208) 382-4218

Instrument # 319822
VALLEY COUNTY, CASCADE, IDAHO
2007-03-27 01:29:22 No. of Pages: 2
Recorded for : MOFFAT THOMAS
ARCHE N. BANBURY Fee: 8.00
Ex-Officio Recorder Deputy *[Signature]*
Index to: DEEDS

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Moffatt, Thomas, Barrett, Rock &
Fields, Chartered
101 S. Capitol Boulevard, 10th Floor
Post Office Box 829
Boise, Idaho 83701-0829
Attention: Charlene Sutezzo

(Space Above For Recorder's Use)

Warranty Deed

DOCUMENTARY TRANSFER TAX
\$0 (Transfer to trust)

APN: RP001000030080A

For no consideration,
Jack L. Blevins AND Beverly J. Blevins

do hereby GRANT, CONVEY and WARRANT to
Jack L. Blevins and Beverly J. Blevins, Trustees, or any acting successor, under the Jack L. Blevins and Beverly J. Blevins Living Trusted dated March 1, 2007, and any amendments thereto

all that real property situated in the City of Cascade, County of Valley, State of Idaho,
Described as follows:

All that certain lot, piece or parcel of land situated in Valley County, Idaho and shown as Lot 8, Block 3, God's Acres Subdivision No. 1, a plat which is recorded in the office of the Recorder of Valley County, Idaho

Subject to all covenants, conditions, restrictions, exceptions, reservations, easements, and other limitations of record.

Dated: March 23, 2007

[Signature of Jack L. Blevins]

Jack L. Blevins

[Signature of Beverly J. Blevins]

Beverly J. Blevins

Tax Statements: Jack L. Blevins, 4934 N. Fieldcrest Place, Boise, ID 83704

BOI_MT2-644298 1

STATE OF IDAHO)
) ss.
County of Valley)

On this ____ day of March 2007, before me, a notary public in and for said state, personally appeared **Jack L. Blevins and Beverly J. Blevins** known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that they executed the 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.



Debra Sjoren Lara
NOTARY PUBLIC FOR IDAHO
Residing at *Boise Idaho*
My Commission Expires *8/2/12*

Instrument # 380203
VALLEY COUNTY, CASCADE, IDAHO
08-30-2013 16:00:07 No. of Pages: 18
Recorded for: PIONEER TITLE COMPANY OF ADA COU
DOUGLAS A. MILLER Fee: \$61.00
Ex-Officio Recorder Deputy: AKM
Electronically Recorded by Simplifile

Return To:

Icon Credit Union
1010 North Rose Street
Boise, ID 83703-5739
(208) 344-7948

Prepared By:

Icon Credit Union
1010 North Rose Street
Boise, Idaho 83703
208-344-7948

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

536433-KG

[Space Above This Line For Recording Data]

DEED OF TRUST

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 August 29, 2013 together with all Riders to this document.

(B) "Borrower" is RANDY A. HART and TERRI M HART Husband and Wife

Borrower is the trustor under this Security Instrument.

(C) "Lender" is Icon Credit Union

Lender is a Credit Union
organized and existing under the laws of the State of Idaho

Lender's address is 1010 North Rose Street
Boise, ID 83703-5739

Lender is the beneficiary under this Security Instrument.
(D) "Trustee" is AmeriTitle

(E) "Note" means the promissory note signed by Borrower and dated August 29, 2013

The Note states that Borrower owes Lender

SEVENTY FIVE THOUSAND AND 00/100

Dollars

(U.S. \$75,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than September 1, 2028

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

(G) "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.

(H) "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 |
| ☐ VA Rider | ☐ Biweekly Payment Rider | ☐ Other(s) [specify] |

(I) "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.

(J) "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.

(K) "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.

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

(M) "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.

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

(O) "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.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 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.

(Q) "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

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 Valley

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

ALL THAT CERTIAN LOT, PIECE OR PARCEL OF LAND SITUATE IN VALLEY COUNTY, IDAHO AND SHOWN AS LOT 8 BLOCK 3, GOD'S ACRES SUBDIVISION NO 1, A PLAT WHICH IS RECORDED IN THE OFFICE OF THE RECORDER OF VALLEY COUNTY, IDAHO.

Parcel ID Number: RP 001 000 030 080
10 CARIBOU WAY
DONNELLY
("Property Address"):

which currently has the address of
[Street]
[City], Idaho 83615 [Zip Code]

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 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

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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:

Randy A. Hart (Seal)
-Borrower

Terry M Hart (Seal)
-Borrower

-Borrower (Seal)

-Borrower (Seal)

-Borrower (Seal)

-Borrower (Seal)

-Borrower (Seal)

-Borrower (Seal)

STATE OF IDAHO,

Ada County ss:

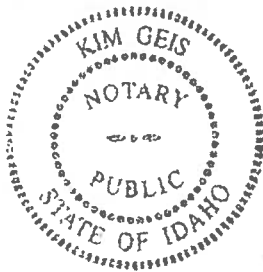
On this 29 day of August, 2013

, before me,

Kim Geis
a Notary Public in and for said county and state, personally appeared RANDY A. HART and TERRI M. HART

known or proved to me to be the person(s) who executed the foregoing instrument, and acknowledged to me that he/she/they executed the 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.



Kim Geis
Notary Public residing at:

My Commission Expires:

Residing in: Meridian, ID

Commission expires: 07-30-15

Loan origination organization ICON CREDIT UNION
NMLS ID 408432
Loan originator HEIDI TODD
NMLS ID 117812

SECOND HOME RIDER

THIS SECOND HOME RIDER is made this 29 day of August, 2013, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower" whether there are one or more persons undersigned) to secure Borrower's Note to Icon Credit Union

(the "Lender") of the same date and covering the Property described in the Security Instrument (the "Property"), which is located at:

10 CARIBOU WAY
DONNELLY, ID 83615
[Property Address]

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree that Sections 6 and 8 of the Security Instrument are deleted and are replaced by the following:

6. Occupancy. Borrower shall occupy, and shall only use, the Property as Borrower's second home. Borrower shall keep the Property available for Borrower's exclusive use and enjoyment at all times, and shall not subject the Property to any timesharing or other shared ownership arrangement or to any rental pool or agreement that requires Borrower either to rent the Property or give a management firm or any other person any control over the occupancy or use of the Property.

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 second home.

1-1523

MULTISTATE SECOND HOME RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3890 1/01

VML-365R (0811)

Page 1 of 2

VMP Mortgage Solutions, Inc. (800)521-7291

Initials: 

Robert A. Hart

{Seal}

Terry M Hart
TERRY M HART -Bo

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

Borrower

{Seal}

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Bortower

VMP-365R (0811)

Page 2 of 2

#199843

4

WARRANTY DEED

For Value Received, David Kirk Medsker and Ann Medsker,
husband and wife

the Grantors, do hereby grant, bargain, sell and convey unto
Jack L. Blevins and Beverly J. Blevins,
husband and wife
whose address is: 4934 N. Fieldcrest Place, Boise, Id. 83704

the grantee, the following described premises, to-wit:

All that certain lot, piece or parcel of land situated in Valley
County, Idaho and shown as Lot 8, Block 3, God's Acres Subdivision
No. 1, a plat which is recorded in the office of the Recorder of
Valley County, Idaho.

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 1993 taxes and
assessments and that they will warrant and defend the same from all
lawful claims whatsoever.

Dated: 10-25-93
David Kirk Medsker Ann Medsker
David Kirk Medsker Ann Medsker

State of Idaho)
County of Valley) ss

On the 25th day of October, 1993 before me, Carol A. Blevins,
a notary public in and for said State,
personally appeared David Kirk Medsker and Ann Medsker known to me
to be the persons whose names are subscribed to the within
instrument, and acknowledged to me that they executed the same.

Carol A. Blevins
Notary Public
Residing at: Carroll
Commission Expires: 12-12-94

199843
RECORDED BY
FEE \$10.00
TYPE Deed
VALLEY
BY David
FEE \$10.00

DEED OF TRUST NOTE

\$135,000.00

Boise, Idaho
September 25, 2009

FOR VALUE RECEIVED, RANDY HART and TERRI HART, husband and wife (the "Borrower"), promise to pay to the order of JACK L. BLEVINS and BEVERLY J. BLEVINS, as Trustees of the JACK L. BLEVINS AND BEVERLY J. BLEVINS LIVING TRUST (the "Lender"), the principal sum of One Hundred Thirty-five Thousand and No/100 Dollars (\$135,000.00), together with interest on the principal balance of this Deed of Trust Note (the "Note"), from time to time remaining unpaid, from the date of this Note at the applicable interest rate hereinafter set forth, together with all other sums due hereunder or under the terms of the Deed of Trust (as hereinafter defined) in lawful money of the United States of America. Both principal and interest and all other sums due hereunder shall be payable to Lender at 4934 N. Fieldcrest Place, Boise, Idaho 83704, or at such other place as Lender may from time to time designate. Such principal and interest shall be paid over a term, at the times, and in the manner set forth below.

1. Payment Provision:

Quarterly installments of interest on the unpaid principal balance of this Note at the rate of six percent (6.00%) per annum, shall be due and payable commencing on October 30, 2009, and continuing on the 30th day of each January, April, July, and October thereafter.

2. Maturity:

The unpaid principal balance of this Note and all accrued unpaid interest thereon, if not sooner paid, shall be due and payable in full on October 30, 2012 (the "Maturity Date").

3. Application of Payments:

All payments shall be applied first, to any taxes, special assessments, and fire, flood and other hazard insurance premiums, as required, second, to accrued unpaid interest due under this Note, third, to late charges due under this Note; and fourth, to the outstanding principal balance of this Note. Interest due hereunder shall be calculated on the basis of a 360-day year composed of twelve 30-day months; provided however in no event shall the interest payable under the terms of this Note exceed the maximum rate of interest permitted under applicable law.

4. Late Payment Charge:

The Lender of this Note may collect a late payment charge, prior to the acceleration of this Note, in an amount equal to ten percent (10%) of the full quarterly installment that is not paid within three days after the due date, for the purpose of covering the extra expenses involved in handling delinquent installments.

5. Prepayment:

5.1 Except as hereinafter provided, Borrower shall not have the right to prepay all or any part of the obligation evidenced by this Note at any time. Borrower shall have the right to prepay, in full but not in part, the obligation evidenced by this Note upon giving Lender (i) not less than thirty (30) days' prior written notice of Borrower's intention to so prepay this Note (the "Prepayment Notice"), and (ii) payment to Lender of the Prepayment Premium (as hereinafter defined), if any, then due to Lender as hereinafter provided. As used herein, the term "Prepayment Premium" shall mean a sum equal to the product of Six Hundred Seventy-five Dollars (\$675) multiplied by the number of months from the date of prepayment until the Maturity Date. If Borrower gives Lender a Prepayment Notice, Borrower shall be obligated to pay the Prepayment Premium and to prepay this Note on the date set forth in the notice to Lender.

5.2 In the event the Maturity Date of the indebtedness evidenced by this Note is accelerated by Lender at any time due to a default by Borrower in the payment of principal or interest due under this Note or in the performance of the terms, covenants or conditions contained in this Note, the Deed of Trust or any of the other Loan Documents (as hereinafter defined), then a tender of payment in an amount necessary to satisfy the entire outstanding principal balance of this Note together with all accrued unpaid interest hereon made by Borrower, or by anyone on behalf of Borrower, at any time prior to, at, or as a result of, a foreclosure sale or sale pursuant to power of sale, shall constitute a voluntary prepayment hereunder prior to the contracted Maturity Date of this Note thus requiring the payment to Lender of a Prepayment Premium equal to the applicable Prepayment Premium as set forth in paragraph (A) above.

6. Additional Conditions:

6.1 This Note is secured by a Deed of Trust (referred to herein as the "Deed of Trust") of even date herewith encumbering certain real property located in the County of Valley, State of Idaho and other property as more particularly described in the Deed of Trust (hereinafter collectively referred to as the "Property"). The Deed of Trust contains terms and provisions for acceleration of the indebtedness evidenced by this Note together with additional remedies in the event of default hereunder or thereunder. Failure on the part of Lender to exercise any right granted herein or in the aforesaid Deed of Trust shall not constitute a waiver of such right or preclude the subsequent exercise and enforcement thereof. This Note, the Deed of Trust, and all other documents and instruments executed as further evidence of, as additional security for, or executed in connection with the indebtedness evidenced by this Note are hereinafter collectively referred to as the "Loan Documents."

6.2 Except as herein otherwise provided, all parties to this Note, including endorser, sureties and guarantors, jointly and severally waive presentment for payment, demand, protest, notice of protest, notice of demand and of nonpayment or dishonor and of protest, and any and all other notices and demands whatsoever, and agree to remain bound hereby until the principal and interest of this Note are paid in full, notwithstanding any extensions of time for payment which may be granted by Lender, even though the period of extension be indefinite, and

notwithstanding any inaction by, or failure to assert any legal rights available to Lender of this Note.

6.3 Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's reasonable attorneys' fees and legal expenses, whether or not there is a lawsuit, including without limitation all reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. Borrower also will pay any court costs, in addition to all other sums provided by law.

6.4 Borrower shall provide to Lender an extended coverage 2006 ALTA Loan Policy of Title Insurance, together with endorsements that Lender may require, insuring Lender, in the amount of \$135,000.00, of the validity and the priority of the lien of the Deed of Trust upon the Property, subject only to matters approved by Lender in writing.

7. Default:

7.1 Each of the following shall constitute an event of default ("Event of Default") under this Note:

7.1.1 Borrower fails to make any payment when due under this Note.

7.1.2 Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the other Loan Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

7.1.3 Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf, or made by any guarantor, endorser, surety, or accommodation party, under this Note or the other Loan Documents in connection with the obtaining of the loan evidenced by this Note or any security document directly or indirectly securing repayment of this Note is false or misleading in any material respect, either now or at the time made or furnished.

7.1.4 The death of any Borrower, the insolvency of any Borrower, the appointment of a receiver for any part of any Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against any Borrower.

7.1.5 A default occurs under any mortgage, deed of trust or security agreement covering all or any portion of the Property.

7.1.6 Unless adequately covered by insurance in the opinion of Lender, the entry of a final judgment for the payment of money involving more than ten thousand dollars (\$10,000.00) against any Borrower and the failure by Borrower to discharge the same, or cause it to be discharged, or bonded off to Lender's satisfaction, within thirty (30) days from the date of

the order, decree or process under which or pursuant to which such judgment was entered.

7.2 If an Event of Default shall occur, then, at the option of Lender, the entire outstanding principal balance of this Note, together with all accrued unpaid interest thereon and all other sums advanced by Lender on behalf of Borrower shall become and be immediately due and payable then or thereafter as Lender may elect, regardless of the Maturity Date hereof. All such amounts shall bear interest after maturity, by acceleration or otherwise, at the lesser of either (i) the highest rate of interest then allowed by the laws of the State of Idaho or, if controlling, the laws of the United States, or (ii) the then applicable interest rate of this Note plus ten percent (10%).

7.3 During the existence of any default, Lender may apply any sums received, including but not limited to, insurance proceeds or condemnation awards, to any amount then due and owing hereunder or under the terms of any of the other Loan Documents as Lender may determine. Neither the right nor the exercise of the right herein granted unto Lender to apply such proceeds as aforesaid shall serve to cure the default or preclude Lender from exercising its option to cause the entire indebtedness evidenced by this Note to become immediately due and payable by reason of Borrower's default under the terms of this Note or any of the other Loan Documents.

7.4 Any notice required hereunder shall be given as provided in the Deed of Trust.

7.5 Notwithstanding any provision of this Note to the contrary, during any period of default and regardless of any cure period applicable to such default, in each instance under this Note, the Deed of Trust, or any of the other Loan Documents in which either (i) Borrower is permitted to take an action without Lender's prior written consent or (ii) Lender's consent is to be exercised reasonably, Lender's consent shall be required and shall be granted or withheld in Lender's sole and absolute discretion.

8. Savings Clause and Severability:

8.1 Notwithstanding any provision herein or in the Deed of Trust to the contrary, the total liability for payments in the nature of interest including but not limited to Prepayment Premiums, default interest and late payment charges shall not exceed the maximum allowable charges of interest imposed by the laws of the State of Idaho or, if controlling, the United States. Lender shall not be entitled to receive, collect or apply, as interest on the indebtedness evidenced hereby, any amount in excess of the maximum allowable rate of interest permitted to be charged by applicable law or regulations, as amended or enacted from time to time. In the event Lender ever receives, collects or applies, as interest, any such excess, such amount that would be excessive interest shall be applied to reduce the unpaid principal balance of the indebtedness evidenced by this Note. If the unpaid principal balance of such indebtedness has been paid in full, any remaining excess shall be forthwith paid to Borrower.

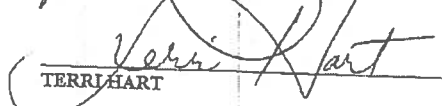
8.2 If any clauses or provisions herein contained operate or would prospectively operate to invalidate this Note, then such clauses or provisions only shall be held for naught, as though not herein contained and the remainder of this Note shall remain operative and in full force and effect.

THE PROVISIONS of this Note shall be governed by and construed in accordance with the laws of the State of Idaho and if controlling, by the laws of the United States and shall be binding upon Borrower, its heirs, personal representatives, successors and assigns and shall inure to the benefit of Lender, its successors and assigns.

IN WITNESS WHEREOF, Borrower has executed this Note as of the day and year first above written.

BORROWER:


RANDY HART


TERRI HART

DEED OF TRUST NOTE - 5
092109 1400

Client:1308788.5

GOD'S ACRES SUBDIVISION NO. 1

A PORTION OF LOTS 3 & 4, SECTION 7, T.14 N., R.3 E., B.M.,
VALLEY COUNTY, IDAHO.

McCARTER & TULLER CONSULTING ENGINEERS

CURVE DATA - & OF STREETS				
CURVE	RADIUS	DELTA	LENGTH	TANGENT
A'-B'	1049.55'	8°17'	151.73'	76.00'
C'-D'	278.10'	25°07'	121.91'	61.95'
E'-F'	100.00'	42°50'	74.76'	39.22'
G'-H'	62.76'	104°19'	14.76'	80.79'
H'-I'	62.76'	47°08'	51.63'	27.38'
G'-I'	62.76'	151°27'	165.89'	246.67'
J'-K'	35000'	17°01'	103.95'	52.36'
L'-M'	601.08'	10°26'	109.65'	54.88'

LOT 4

LOT 3

LOT 2

— LEGEND —

- 1/8" x 30" Steel Pins at angle points & Points of Curvature on Boundary.
- 1/2" x 24" Steel Pins at Lot Corners & Points of Curvature.
- (2) Block Number
- (2) Lot Number

LOTS PREVIOUSLY SOLD BY METES & BOUNDS DESCRIPTIONS BEFORE PLAT WAS FILED & RECORDED.

BLOCK 1
Lots 1, 2, 3 & 4

BLOCK 2
Lots 1, 2, 6, 7 & 8

BLOCK 3
Lot 4

BLOCK 4
Lots 1, 2, 3, 4, 5, 6, 7 & 8

BLOCK 5
Lots 1, 2, 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, 14 & 15.

BLOCK 6
Lots 1, 2, 3, 4, 5, 6 & 7.

0 50 100 150 200 300 400 FEET
SCALE



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street • P.O. Box 83720 • Boise, Idaho 83720-0098

Phone: (208) 287-4800 • Fax: (208) 287-6700 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

August 18, 2017

RANDY HART
TERRI HART
3353 W PARK CREEK DR
MERIDIAN ID 83642

Re: Change of Ownership for Water Right No: 65-17553

Dear Water Right Holder:

The Department acknowledges the receipt of correspondence changing ownership of the above referenced water right to you. The Department has modified its records to reflect this change in ownership and has enclosed a computer-generated report for your records.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing an ownership change notice, the department does not review the history of water use to determine if the right has been forfeited through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

Also note that as of July 1, 1996, water right owners are required to report any change of water right ownership and any change of mailing address of the owner of a water right, to the Department. Notice of the change must be provided to the Department within 120 days of the change. Change reporting forms are available from any office of the Department, or at www.idwr.idaho.gov.

Thank you for your patience. If you have any questions concerning the enclosed information, please feel free to contact me at (208) 287-4920.

Sincerely,

A handwritten signature in blue ink, reading 'Debbi Judd'.

Debbi Judd
Technical Records Specialist

Enclosures