

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
JUL 20 2016
Department of Water Resources
Eastern Region

Notice of Abandonment of Water Right

Print Name of Water Right Owner(s): Previous: James and Hope Lovell, new: Connie and Dan Moon

Mailing Address: 92 North 4600 East Rigby Idaho 83442

Phone: 604 0801 or 681 9123

Note: If you are not listed as the current owner of the water right in the Idaho Department of Water Resources' records, you must include evidence of ownership of the water right (or portion of the water right) with this form. Evidence may include a warranty deed, quitclaim deed, court decree, contract of sale, etc.

I am the current owner of all, or X part of, the water right described in the Idaho Department of Water Resources' records as Water Right No. 25-7598.

I hereby abandon all, or X part of the water right designated above. This abandonment is intentional and voluntary. I recognize that this abandonment permanently eliminates the right to divert and use water under the water right designated above.

If this abandonment applies to a portion of the water right, please indicate which part is abandoned by describing the diversion rate, annual diversion volume or storage volume, and place of use (include acres if the use is irrigation) and by attaching a detailed map identifying the specific locations.

0.56 cfs, 3.1 acres, 10.9 AF

Connie Moon
Signature of Water Right Owner(s) or Authorized Representative

7-20-16
Date

Connie Moon
Print Name and Title of Authorized Representative
(Complete if applicable and include your authority to act on behalf of the water right owner)

State of Idaho)
County of Bonneville) ss

On this 20th day of July, 2016, the signer(s) of the above instrument appeared before me and duly acknowledged to me that he/she executed the same.

SEAL



Jonie M. BARG
Notary Public

My commission expires: July 24, 2019

ALLIANCE TITLE & ESCROW CORP.

Warranty Deed

For Value Received JAMES R. LOVELL and HOPE LOVELL, husband and wife

the grantors, do hereby grant, bargain, sell and convey unto

CELESTA M. LANDON and RANDALL D. LANDON, wife and husband

whose current address is 115 North 4600 East righty, Idaho 83442

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

Township 4 North, Range 40 East of the Boise Meridian, Jefferson County Idaho.
Section 30: Beginning at a point that is North along the Section line 64.00 feet and West 37.90 feet from the Southeast corner of said Section 30, said point of beginning being on the Westerly Right-of-way line of Highway 48; thence West 322.19 feet; thence North 676.0 feet; thence East 322.19 feet more or less to said Westerly Right-of-way line; thence South along said Right-of-Way line 676.00 feet to the point of beginning.

Subject to: A roadway easement 30 feet in width along the North line of the above described tract.

Also subject to: Existing easements of record.

Subject to patent reservations, easements and rights of way for highways roads, ditches canals, pole, power and transmission lines as they exist; and to all existing zoning ordinances and applicable building codes, laws and regulations.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee S, their heirs and assigns forever. And the said Grantor S do hereby covenant to and with the said Grantee S, that they the owner in fee simple of said premises; that they are free from all incumbrances

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

Dated: December 16th, 1996

James R. Lovell
JAMES R. LOVELL

Hope Lovell
HOPE LOVELL

STATE OF IDAHO, COUNTY OF Jefferson
On this 16th day of December, 1996
before me, a notary public in and for said State, personally appeared

James R. Lovell and Hope Lovell

known to me to be the persons whose names are
subscribed to the within instrument, and acknowledged to me that
they executed the same.

[Signature]
Notary Public
Residing at Rigby, Idaho
Comm. Expires 1/1/02

Recording No. 283698
AC Day December 16, 1996
B. 451 Office 7 M
LONNIE M. KELLER
Fees \$ 3.00 SA
Disbursement \$ 0.00
a.k.a.

After Recording Return To:
Idaho Housing & Finance Assoc.
PO Box 7899
Boise, ID 83707

359129

Instrument # 359129
RIGBY, JEFFERSON, IDAHO
2007-06-06 02:17:00 No. of Pages: 24
Recorded for: ALLIANCE TITLE & ESCROW
CHRISTINE BOULTER
Ex-Officio Recorder Deputy ☒ Fee: 72.00
Index to: DEED OF TRUST

306051823810B

[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 June 5, 2007, together with all Riders to this document.

(B) "Borrower" is Jeneka J. Farrer, a married woman, as her sole and separate property. Borrower is the trustor under this Security Instrument.

(C) "Lender" is Idaho Housing & Finance Association. Lender is a mortgage company organized and existing under the laws of Idaho. Lender's address is 565 W. Myrtle Street, Boise, Idaho 83702. Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is Alliance Title & Escrow Corporation.

(E) "Note" means the promissory note signed by Borrower and dated June 5, 2007. The Note states that Borrower owes Lender one hundred twenty four thousand eight hundred and no/100 Dollars (U.S. \$124,800.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than July 1, 2037.

(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 | ☒ Manufactured Home Rider | ☒ Other(s) [specify] _____ |
| ☐ 1-4 Family Rider | ☐ Biweekly Payment Rider | Recapture Notice & Tax Exempt Financing Rider |

(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. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), 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 _____
[Type of Recording Jurisdiction] of _____
[Name of Recording Jurisdiction] County _____:

Legal Description is hereby attached to this Deed of Trust as "Exhibit A" and by this reference incorporated herein.

which currently has the address of _____
[Street]
Rigby _____, Idaho 83442 ("Property Address"):
[City] [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 seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

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

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

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

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

the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

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

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

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

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

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

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay

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

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

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

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

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

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

automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

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

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

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

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

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

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

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

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

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

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

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

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

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold, and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender or 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. Either the Property is not more than 40 acres in area or the Property is located within an incorporated city or village.

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:

Jeneka J. Farrer (Seal)
- Borrower

(Seal)
- Borrower

_____[Space Below This Line for Acknowledgment]_____

State of Idaho

County of

Jefferson

ss.

On this 5th day of June in the year 2007, before me, a Notary Public in and for said state, personally appeared Jeneta J. Farmer and Brett Farmer 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 first above written.



Notary Public for the State of Idaho

Residing at:

Commission Expires

Residing In Jefferson County
Commission Expires: 08-13-09

Exhibit A

Township 4 North, Range 40 East, Boise Meridian, Jefferson County, Idaho.
Section 30: Beginning at a point that is North along the Section line 644.00 feet and West 37.90 feet from the Southeast corner of said Section 30; said point of beginning being on the Westerly right of way line of Highway 48; thence West 322.19 feet; thence North 676.00 feet; thence East 322.19 feet more or less to said Westerly right of way line; thence South along said right of way line 676.00 feet to the point of beginning.

Less and excepting therefrom: Beginning at a point that is North along the Section line 644.00 feet and West 237.90 feet from the Southeast corner of Section 30, Township 4 North, Range 40 East, Boise Meridian, Jefferson County, Idaho, running thence West 122.19 feet; thence North 676.00 feet; thence East 122.19 feet; thence South 676.00 feet to the point of beginning.

IDAHO HOUSING AND FINANCE ASSOCIATION
RECAPTURE NOTICE
(To be provided to applicant at time of closing)

NOTICE:
This notice must be delivered to and signed by the
Mortgagor (s) at the time of the loan closing.

IDAHO HOUSING AND FINANCE ASSOCIATION
Single Family Mortgage Bonds

To: Mortgagor(s) Jeneka J. Farrer

SUMMARY

Your mortgage loan (the "Mortgage Loan") is provided through funds made available by the Idaho Housing and Finance Association (the "Association"). The Association obtained these funds by issuing tax-exempt bonds (the "Bonds").

By entering into your Mortgage Loan you have agreed to pay it according to its terms. You may incur an additional tax liability only if you sell the home you bought using the mortgage loan (the "Residence") within nine (9) years after the date of the mortgage loan is closed (the "Closing Date") and have a gain on the sale of your Residence. If you have a gain from the sale of your Residence, your Maximum Recapture, as defined in the Recapture Summary given to you at the time of loan application, will be 50% of such gain and will not exceed 6.25% times the original principal amount of your Mortgage Loan (the federally subsidized amount). Such liability may be further reduced as described in the Recapture Summary. The Recapture Summary refers to possible future reduction of the Maximum Recapture amount based in part upon certain Adjusted Income Limits in effect on the Closing Date of your Mortgage Loan. The "Adjusted Income Limits" in effect on the Closing Date of your Mortgage Loan as disclosed on the next page.

This Recapture Notice is provided by the Association pursuant to Section 143 (m) (7) of the Code. Please acknowledge that you have received and have read this Recapture Notice by signing in the space(s) provided below.

IDAHO HOUSING AND FINANCE ASSOCIATION

ACKNOWLEDGED:

Jeneka J. Farrer
Borrower (Mortgagor) Jeneka J. Farrer

Date 6-05-07

Jeneka J. Farrer
Borrower (Mortgagor)

Date 6-5-07

State of Idaho

County of Jefferson ss.

On this 5th day of June 2007, before, the undersigned, a Notary Public, in and for said State, personally appeared Jeneka J. Farrer and Jeff Farrer known to me to be the person(s) whose name is (are) 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 by official seal the day and year first above written.

(SEAL)



Jeff Farrer
Notary Public for State of Idaho

Residing at _____, Idaho

(Commission Expires Residing in Jefferson County
Commission Expires: 08-13-09)

RECORDING DATA

"Adjusted Qualifying Income" means the amount shown in the appropriate table below opposite the year in which the sale or transfer occurs for the County where the Residence is located. You should use the table for the number of persons in your family at the time of the sale or transfer of the Residence.

APPLICABLE TO ADA COUNTY:

YEAR	ONE OR TWO PERSON FAMILY	THREE OR MORE PERSON FAMILY
Year 1	\$58,500	\$47,375
Year 2	\$61,425	\$70,638
Year 3	\$64,496	\$74,169
Year 4	\$67,720	\$77,877
Year 5	\$71,106	\$81,770
Year 6	\$74,661	\$85,856
Year 7	\$78,394	\$90,150
Year 8	\$82,313	\$94,657
Year 9	\$86,428	\$99,389

APPLICABLE TO CARIBOU COUNTY:

YEAR	ONE OR TWO PERSON FAMILY	THREE OR MORE PERSON FAMILY
Year 1	\$55,300	\$43,595
Year 2	\$58,045	\$66,774
Year 3	\$60,948	\$70,113
Year 4	\$64,016	\$73,617
Year 5	\$67,216	\$77,297
Year 6	\$70,578	\$81,161
Year 7	\$74,104	\$85,219
Year 8	\$77,809	\$89,479
Year 9	\$81,699	\$93,952

APPLICABLE TO BANNOCK & POWER COUNTIES:

YEAR	ONE OR TWO PERSON FAMILY	THREE OR MORE PERSON FAMILY
Year 1	\$51,700	\$39,455
Year 2	\$54,385	\$62,437
Year 3	\$56,999	\$65,548
Year 4	\$59,848	\$68,815
Year 5	\$62,840	\$72,246
Year 6	\$65,982	\$75,879
Year 7	\$69,281	\$79,672
Year 8	\$72,745	\$83,635
Year 9	\$76,382	\$87,837

APPLICABLE TO JEFFERSON COUNTY:

YEAR	ONE OR TWO PERSON FAMILY	THREE OR MORE PERSON FAMILY
Year 1	\$63,940	\$79,300
Year 2	\$71,442	\$83,349
Year 3	\$75,014	\$87,516
Year 4	\$78,764	\$91,891
Year 5	\$82,702	\$96,485
Year 6	\$86,837	\$101,309
Year 7	\$91,178	\$106,374
Year 8	\$95,736	\$111,692
Year 9	\$100,522	\$117,276

APPLICABLE TO BLAINE COUNTY:

YEAR	ONE OR TWO PERSON FAMILY	THREE OR MORE PERSON FAMILY
Year 1	\$71,280	\$81,880
Year 2	\$74,760	\$85,974
Year 3	\$78,496	\$90,272
Year 4	\$82,422	\$94,785
Year 5	\$86,543	\$99,524
Year 6	\$90,870	\$104,500
Year 7	\$95,413	\$109,725
Year 8	\$100,183	\$115,211
Year 9	\$105,192	\$120,971

APPLICABLE TO LATAH COUNTY:

YEAR	ONE OR TWO PERSON FAMILY	THREE OR MORE PERSON FAMILY
Year 1	\$54,500	\$42,675
Year 2	\$57,225	\$65,808
Year 3	\$60,086	\$69,098
Year 4	\$63,090	\$72,552
Year 5	\$66,244	\$76,179
Year 6	\$69,556	\$79,987
Year 7	\$73,033	\$83,986
Year 8	\$76,684	\$88,185
Year 9	\$80,510	\$92,594

APPLICABLE TO BONNEVILLE COUNTY:

YEAR	ONE OR TWO PERSON FAMILY	THREE OR MORE PERSON FAMILY
Year 1	\$56,700	\$45,305
Year 2	\$59,535	\$68,465
Year 3	\$62,511	\$71,888
Year 4	\$65,636	\$75,482
Year 5	\$68,917	\$79,256
Year 6	\$72,362	\$83,218
Year 7	\$75,980	\$87,378
Year 8	\$79,779	\$91,746
Year 9	\$83,767	\$96,333

APPLICABLE TO TETON COUNTY:

YEAR	ONE OR TWO PERSON FAMILY	THREE OR MORE PERSON FAMILY
Year 1	\$66,940	\$77,980
Year 2	\$70,182	\$81,879
Year 3	\$73,691	\$85,972
Year 4	\$77,375	\$90,270
Year 5	\$81,243	\$94,783
Year 6	\$85,305	\$99,522
Year 7	\$89,570	\$104,498
Year 8	\$94,048	\$109,723
Year 9	\$98,750	\$115,208

APPLICABLE TO BOISE, CANYON & OWYHEE COUNTIES:

YEAR	ONE OR TWO PERSON FAMILY	THREE OR MORE PERSON FAMILY
Year 1	\$70,200	\$81,900
Year 2	\$73,710	\$85,995
Year 3	\$77,395	\$90,294
Year 4	\$81,164	\$94,808
Year 5	\$85,127	\$99,540
Year 6	\$89,593	\$104,515
Year 7	\$94,872	\$109,751
Year 8	\$99,775	\$115,238
Year 9	\$105,313	\$120,999

APPLICABLE TO THE FOLLOWING COUNTIES:

YEAR	ONE OR TWO PERSON FAMILY	THREE OR MORE PERSON FAMILY
Year 1	\$51,500	\$39,225
Year 2	\$54,875	\$62,186
Year 3	\$58,778	\$65,295
Year 4	\$63,616	\$68,559
Year 5	\$68,596	\$71,986
Year 6	\$73,725	\$75,585
Year 7	\$79,011	\$79,364
Year 8	\$74,461	\$83,331
Year 9	\$76,884	\$87,498

APPLICABLE TO THE FOLLOWING COUNTIES:

YEAR	ONE OR TWO PERSON FAMILY	THREE OR MORE PERSON FAMILY
Year 1	\$61,800	\$72,100
Year 2	\$64,890	\$75,785
Year 3	\$68,134	\$79,490
Year 4	\$71,540	\$83,464
Year 5	\$75,117	\$87,637
Year 6	\$78,872	\$92,018
Year 7	\$82,815	\$96,610
Year 8	\$86,955	\$101,448
Year 9	\$91,302	\$106,520

TAX EXEMPT FINANCING RIDER (ADDENDUM)
(To Deed of Trust)

IHFA LOANS HAVE RESTRICTED ASSUMABILITY

THIS TAX EXEMPT FINANCING RIDER is made this 3th day of June, 2007, and is incorporated into and shall be deemed to amend and supplement the Deed of Trust ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to

Idaho Housing & Finance Association ("Lender")

of the same date and covering the property (the "Property") described in the Security Instrument and located at:

115 North 4600 East

Rigby, ID 83442

(Property Address)

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree to amend paragraph 9 of the Model Mortgage Form, entitled "Grounds for Acceleration of Debt" by adding additional grounds for acceleration as follows:

Lender, or each of its successors or assigns as may by separate instrument assume responsibility for assuring compliance by the Borrower with the provisions of this Tax-Exempt Financing Rider, may require immediate payment in full of all sums secured by this Security Instrument if:

- (a) All or part of the Property is sold or otherwise transferred by Borrower to a purchaser or other transferee:
 - (i) Who cannot reasonably be expected to occupy the Property as his/her principal residence within a reasonable time after the sale or transfer, all as provided in Section 143(c) and (i)(2) of the Internal Revenue Code; or
 - (ii) Who has had a present ownership interest in a principal residence during any part of the three-year period ending on the date of the sale or transfer, all as provided in Section 143(d) and (i)(2) of the Internal Revenue Code [except "100 percent" shall be substituted for "95 percent or more" where the latter appears in Section 143(d)(1); or
 - (iii) At an acquisition cost which is greater than 90 percent of the average area purchase price (greater than 110 percent for targeted area residences) all as provided in Section 143(e) and (i)(2) of the Internal Revenue Code; or
 - (iv) Who has a gross family income in excess of the applicable percentage of applicable median family income as provided in Section 143(f) and (i)(2) of the Internal Revenue Code; or
- (b) Borrower fails to occupy the Property described in the Security Instrument without prior written consent of Lender or its successors or assigns described at the beginning of this Tax Exempt Financing Rider, or
- (c) Borrower omits or misrepresents a fact that is material with respect to the provisions of Section 143 of the Internal Revenue Code in an application for the loan secured by this Security Instrument.

Addendum

References are to the 1986 Internal Revenue Code as amended and in effect on the date of issuance of bonds, the proceeds of which will be used to finance the purchase of the Security Instrument and are deemed to include the implementing regulations.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions in this Tax-Exempt Financing Rider.

NOTICE TO BORROWER: IHFA LOANS HAVE RESTRICTED ASSUMABILITY

[Signature]
Borrower Jencka J. Farrer
[Signature]
Borrower

STATE OF IDAHO)
COUNTY OF Jefferson)ss

On the 5th day of June, 2007, before me, a Notary Public in and for said State, personally appeared Jencka J. Farrer and Brett Farrer, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument and that he executed the same.

(SEAL)

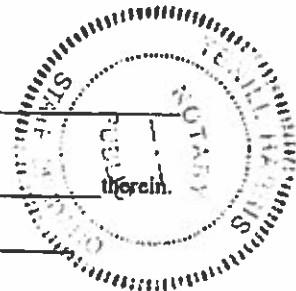
[Signature]
NOTARY PUBLIC For Idaho

Residing at _____

My Commission Expires: _____

After recording, mail to:

Residing in Jefferson County
Commission Expires: 08-13-09



**MANUFACTURED HOME RIDER
TO THE MORTGAGE/DEED OF TRUST/SECURITY DEED**

This Rider is made this June 5, 2007, and is incorporated into and amends and supplements the Mortgage/Deed of Trust/Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to

Idaho Housing & Finance Association
(the "Lender") of the same date (the "Note") and covering the Property described in the Security Instrument and located at:

115 North 4600 East, Rigby, ID 83442
(Property Address)

Borrower and Lender agree that the Security Instrument is amended and supplemented to read as follows:

- A. The Property covered by the Security Instrument (referred to as "Property" in the Security Instrument) includes, but is not limited to, the Manufactured Home (Serial Number, if required, _____) affixed to the property legally described in the Security Instrument.
- B. Additional Covenants of Borrower
 - 1. Borrower will comply with all state and local laws and regulations regarding the affixation of the Manufactured Home to the property described in the Security Instrument including, but not limited to, surrendering the Certificate of Title (if required) and obtaining the requisite governmental approval and accompanying documentation necessary to classify the Manufactured Home as real property under state and local law.
 - 2. The Manufactured Home described above will be, at all times and for all purposes, permanently affixed to and part of the property described in the Security Instrument.
 - 3. Affixing the Manufactured Home to the property described in the Security Instrument does not violate any zoning laws or other local requirements applicable to manufactured homes.

By signing below, Borrower accepts and agrees to the terms and covenants contained in this Manufactured Home Rider.

_____(Seal) _____(Seal)
-Borrower Jeneka J. Farrer -Borrower
_____(Seal) _____(Seal)
-Borrower [Signature] -Borrower
_____(Seal) _____(Seal)
-Borrower _____ -Borrower

STATE OF IDAHO

COUNTY OF Jefferson

156.

I, the undersigned Notary Public, in and for the aforesaid State and County, do hereby certify that

Jeneka J. Farrer and Brett Farrer

Borrower(s), personally appeared before me in said County and acknowledged the within instrument to be their act and deed. Given under my hand and seal this _____ day of _____

My commission expires
NMFL #3322 03/01



[Signature]
Notary Public
Residing in Jefferson County
Commission Expires: 08-13-09

Page 2 of 2



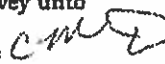
WARRANTY DEED

Order No.: 25900AM

FOR VALUE RECEIVED

Idaho Housing and Finance Association

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

Dan Moon and Connie Moon, husband and wife 

whose current address is:
92 North 4600 East
Rigby, ID 83442

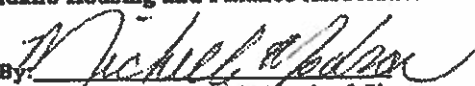
the grantee(s), the following described premises, in Jefferson County, Idaho, TO WIT:

Township 4 North, Range 40 East, Boise Meridian, Jefferson County, Idaho. Section 30: Beginning at a point that is North along the Section line 644.00 feet and West 37.90 feet from the Southeast corner of said Section 30; said point of beginning being on the Westerly right of way line of Highway 48; thence West 322.19 feet; thence North 676.00 feet; thence East 322.19 feet more or less to said Westerly right of way line; thence South along said right of way line 676.00 feet to the point of beginning. Less and Excepting therefrom: Beginning at a point that is North along the Section line 644.00 feet and West 237.90 feet from the Southeast corner of Section 30, Township 4 North, Range 40 East, Boise Meridian, Jefferson County, Idaho, running thence West 122.19 feet; thence North 676.00 feet; thence East 122.19 feet; thence South 676.00 feet to the point of beginning.

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

Dated: November 26, 2014

Idaho Housing and Finance Association

By: 
Michelle Modrow, Authorized Signer

State of Idaho)ss.
County of Ada)

On this 26th day of November, 2014, before me, the undersigned, a Notary Public in and for said state, personally appeared Michelle Modrow known to me to be the Authorized Signer of the Corporation, and acknowledged to me that pursuant to a Resolution of the Board of Directors, she executed the foregoing in said Corporation name.

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


Notary Public for the State of Idaho
Residing at: met/ps 10 9-16-2015
Commission Expires: 9-16-2015



Instrument # 414137

RIGBY, JEFFERSON, IDAHO
12-01-2014 11:49:53 AM No. of Pages: 1
Recorded for: AMERITITLE - IDAHO FALLS
CHRISTINE BOULTER Fee: \$10.00
Ex-Officio Recorder Deputy: LK
Index To: WARRANTY DEED
Electronically Recorded by Simplifile

Instrument # 409757

RIGBY, JEFFERSON, IDAHO
01-30-2014 09:57:51 AM No. of Pages: 2
Recorded for ALLIANCE TITLE - BOISE PRODUCTION CENTER
CHRISTINE BOULTER Fee: \$13.00
Ex-Officio Recorder Deputy LK
Index to: NOTICE OF DEFAULT
Electronically Recorded by Simplifile

ELECTRONICALLY RECORDED
REMOVE THE COUNTY SEAL
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT

NOTICE OF DEFAULT

219073

UNDER the Deed of or Transfer in trust executed by JENEKA J. FARRER, a Married Woman, as her sole and separate property, as Grantor, to RYAN M. FAWCETT, a member of the Idaho State Bar, as Successor Trustee, and IDAHO HOUSING AND FINANCE ASSOCIATION, as Beneficiary, dated June 5, 2007, recorded June 6, 2007, as Instrument No. 359129, Mortgage records of Jefferson County, Idaho, hereby gives notice that a breach of the obligation for which such transfer is security has occurred, the nature of such breach being (1) the failure to pay when due, monthly installment payments under the Deed of Trust Note dated June 5, 2007, in the amount of \$893.00 each, for the months of October, 2013, through January, 2014, inclusive; and (2) the failure to occupy the premises as required by the Addendum to the Deed of Trust. All delinquent payments are now due, plus accumulated late charges, plus all escrow advances, plus any costs or expenses associated with this foreclosure. The accrued interest is at the rate of 6.20% per annum from September 1, 2013, and the Beneficiary elects to sell or cause the trust property to be sold to satisfy said obligation. The principal balance owing as of this date on the obligation secured by said Deed of Trust is \$114,051.63, plus accrued interest at the rate of 6.20% per annum from September 1, 2013.

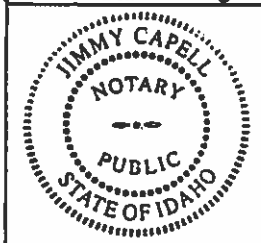
DATED: This 28th day of January, 2014.

IDAHO HOUSING AND FINANCE ASSOCIATION

Michelle Modrow
MICHELLE MODROW

STATE OF IDAHO)
: ss
County of Ada)

On this 28th day of January, 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHELLE MODROW, known to me to be the Special Assets Officer of the body corporate and politic that executed the within instrument or the person who executed the instrument on behalf of said body corporate and politic and acknowledged to me that such body corporate and politic executed the same.



[Signature]
NOTARY PUBLIC for Idaho
Residing at 501 E. 1st, therein
My Commission Expires: Aug 8, 2017

NOTICE OF DEFAULT PAGE - 1 -
A-12261

409757

LEGAL:

Township 4 North, Range 40 East, Boise Meridian, Jefferson County, Idaho.

Section 30: Beginning at a point that is North along the Section line 644.00 feet and West 37.90 feet from the Southeast corner of said Section 30; said point of beginning being on the Westerly right of way line of Highway 48; thence West 322.19 feet; thence North 676.00 feet; thence East 322.19 feet more or less to said Westerly right of way line; thence South along said right of way line 676.00 feet to the point of beginning.

Less and excepting therefrom: Beginning at a point that is North along the Section line 644.00 feet and West 237.90 feet from the Southeast corner of Section 30, Township 4 North, Range 40 East, Boise Meridian, Jefferson County, Idaho, running thence West 122.19 feet; thence North 676.00 feet; thence East 122.19 feet; thence South 676.00 feet to the point of beginning.

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

TRUSTEE'S DEED

219073

RYAN M. FAWCETT, a member of the Idaho State Bar (herein called Trustee) as Trustee under the Deed of Trust hereinafter particularly described, does hereby Bargain, Sell and Convey, without warranty, to the IDAHO HOUSING AND FINANCE ASSOCIATION, (herein called Grantee) whose current address is 565 W. Myrtle, P.O. Box 7899, Boise, ID 83707-1899, all of the real property situate in the County of Jefferson, State of Idaho, described as follows:

Township 4 North, Range 40 East, Boise Meridian, Jefferson County, Idaho.

Section 30: Beginning at a point that is North along the Section line 644.00 feet and West 37.90 feet from the Southeast corner of said Section 30; said point of beginning being on the Westerly right of way line of Highway 48; thence West 322.19 feet; thence North 676.00 feet; thence East 322.19 feet more or less to said Westerly right of way line; thence South along said right of way line 676.00 feet to the point of beginning.

Less and excepting therefrom: Beginning at a point that is North along the Section line 644.00 feet and West 237.90 feet from the Southeast corner of Section 30, Township 4 North, Range 40 East, Boise Meridian, Jefferson County, Idaho, running thence West 122.19 feet; thence North 676.00 feet; thence East 122.19 feet; thence South 676.00 feet to the point of beginning.

This conveyance is made pursuant to the powers conferred upon Trustee by the deed of trust between JENEKA J. FARRER, a Married Woman, as her sole and separate property, as Grantor, the Trustee herein, and IDAHO HOUSING AND FINANCE ASSOCIATION, as Beneficiary, recorded June 6, 2007, as Instrument No. 359129, Mortgage records of Jefferson County, Idaho, and after the fulfillment of the conditions specified in said deed of trust authorizing this conveyance as follows:

(a) Default occurred in the obligations for which such deed of trust was given as security and the Beneficiary made demand upon the said Trustee to sell said property pursuant to the terms of said deed of trust.

Notice of default was recorded as Instrument No. 409757, Mortgage Records of Jefferson County, Idaho and in the office of the Recorder of each other county in which the property described in said deed of trust, or any part thereof, is granted, the nature of such default being as set forth in said notice of default. Such default still existed at the time of sale.

(b) After recordation of said notice of default, Trustee gave notice of the time and place of the sale of said property by registered or certified mail, by personal service upon the occupants of said real property, by posting in a conspicuous place on said premises and by publishing in a newspaper of general circulation in each of the counties in which the property is situated as more fully appears in affidavits recorded at least 20 days prior to the date of sale as Instrument Nos. 410550, 410551, 410552, and 410553, Mortgage records of Jefferson County, Idaho.

(c) The provisions, recitals and contents of the notice of default referred to in paragraph (a) supra and of the affidavits referred to in paragraph (b) supra shall be and they are hereby incorporated herein and made an integral part hereof for all purposes as though set forth herein at length.

(d) All requirements of law regarding the mailing, personal service, posting, publication and recording of notice of default and notice of sale and of all other notices have been complied with.

(e) Not less than 120 days elapsed between the giving of notice of sale by registered or certified mail and the sale of said property.

(f) Trustee, at the time and place of sale fixed by said notice, at public auction, in one parcel, struck off to Grantee, being the highest bidder therefor, the property herein described, for the sum of \$112,500.00, subject however to all prior liens and encumbrances. No person or corporation offered to take any part of said property less than the whole thereof for the amount of principal, interest, advances and costs.

IN WITNESS WHEREOF, the Grantor has signed and sealed this instrument on the
9 day of June, 2014.



RYAN M. FAWCETT, a
Member of the Idaho State Bar, TRUSTEE

STATE OF IDAHO)
 : ss
County of Ada)

On this 9 day of June, 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared RYAN M. FAWCETT, known to me to be the person whose name is subscribed to the within instrument as Trustee, and acknowledged to me that he executed the same as such Trustee.

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





NOTARY PUBLIC For Idaho
Residing at Boise, therein
My Commission Expires: 3/19/2019