

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

DEC 26 2014

Department of Water Resources
Eastern Region

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.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
29-13685 <i>OK</i>	Yes ☐		Yes ☐		Yes ☐
29-291A <i>OK</i>	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: L. Norman Rogers Jr. and A. Marie Rogers
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Brad Schroeder and Emily Schroeder
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 3020 Rapid Creek Road Inkorn ID 83245
Mailing address City State ZIP
208-240-0424 / 208-251-3365 schrabra2@gmail.com
Telephone Email
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: 8/1/14
6. If the water right described herein has been rented from the Water Supply Bank, rental proceeds will be disbursed in the following manner regardless of any arrangements between the buyer(s) and seller(s) to the contrary:
- Rental payments will go to the lessor(s) of record at the beginning of the rental season.
 - If a change in ownership is processed by the Department during a rental season, rental payment will be made to the person or entity who is the lessor of record at the beginning of that rental season.
 - New lessor(s) of record will receive payment after the following rental season.
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):
 - \$25 per *undivided* water right.
 - \$100 per *split* water right.
 - No fee is required for pending adjudication claims.

8. Signature: *Brad Schroeder* Title, if applicable: _____ Date: 12/15/14
 Signature: *Emily Schroeder* Title, if applicable: _____ Date: 12/15/14

For IDWR Office Use Only:

Received by: *JB* Date: 12/26/2014 Receipt No. E040526 Receipt Amt. \$50.-
 Approved by: *JB* Processed by: *JB* Date: 5/13/13

SUPPORT DATA

IN FILE #

29-291A

First American Title - Pocatello

21410100

2014 Jul 31 PM 03:07:00

Electronically Recorded by Simplifile

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
223 North 15th Avenue
Pocatello, ID 83201

RECEIVED

MAR 16 2015

Department of Water Resources
Eastern Region

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **505239-P (ci)**

Date: **July 31, 2014**

For Value Received, **L. Norman Rogers, Jr. and A. Marie Rogers, Trustees of The NCER Family Trust**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Brad R. Schroeder and Emily C. Schroeder, husband and wife**, hereinafter called the Grantee, whose current address is **3020 N. Rapid Creek Road, Inkom, ID 83245**, the following described premises, situated in **Bannock County, Idaho**, to-wit: **Legal Description attached hereto as Exhibit A, and by this referenced incorporated herein.**

Handwritten initials: JRC, EAS

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

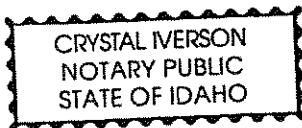
L. Norman Rogers, Jr. and A. Marie Rogers,
Trustees of The NCER Family Trust

L. Norman Rogers, Jr.
L. Norman Rogers, Trustee

A. Marie Rogers
A. Marie Rogers, Trustee

STATE OF Idaho)
COUNTY OF Bannock)
SS.

On this **Thirty-first day of July, 2014**, before me, a Notary Public in and for said State, personally appeared **L. Norman Rogers and A. Marie Rogers**, known or identified to me to be the person whose name is subscribed to the within instrument as the **Trustees of The NCER Family Trust**, and acknowledged to me that he/she/they executed the same as such **Trustees**.



Crystal Iverson
Notary Public for the State of Idaho
Residing at: Pocatello, ID
My Commission Expires: 4/23/16

SCANNED
MAY 15 2015

EXHIBIT A**PARCEL 1:**

A PARCEL OF LAND SITUATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, AND THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 7 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SECTION 22, SAID POINT BEING MARKED BY A 3 INCH ALUMINUM CAP STAMPED LS 968; THENCE SOUTH 0°20'05" WEST ALONG THE EAST LINE OF SAID SECTION 98.01 FEET TO A 1/2-INCH IRON PIN TAGGED LS 968; THENCE SOUTH 89°49'07" WEST PARALLEL TO THE NORTH LINE OF SAID SECTION 824.46 FEET TO A 1/2-INCH IRON PIN TAGGED LS 968; THENCE SOUTH 49°10'17" WEST, 89.79 FEET TO A 1/2-INCH IRON PIN TAGGED LS 968; THENCE SOUTH 66°36'34" WEST, 36.33 FEET TO THE EAST LINE OF RAPID CREEK ROAD, SAID POINT BEING MARKED BY A 1/2-INCH IRON PIN TAGGED LS 968; THENCE NORTH 33°44'30" EAST ALONG SAID EAST LINE 64.60 FEET; THENCE ALONG A CURVE CONCAVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 16°54'34" A RADIUS OF 648.38 FEET, FOR AN ARC LENGTH OF 191.35 FEET; THENCE NORTH 50°47'34" EAST ALONG SAID EAST LINE 49.04 FEET; THENCE ALONG A CURVE CONCAVE TO THE LEFT SAID CURVE HAVING A CENTRAL ANGLE OF 17°48'28" A RADIUS OF 724.75 FEET, FOR AN ARC LENGTH OF 225.25 FEET; THENCE NORTH 36°54'13" EAST ALONG SAID EAST LINE 95.13 FEET; SAID POINT BEING MARKED BY A 1/2-INCH IRON PIN TAGGED LS 968; THENCE SOUTH 50°16'10" EAST, 128.67 FEET TO A 1/2-INCH IRON PIN TAGGED LS 968; THENCE SOUTH 74°17'50" EAST, 316.81 FEET TO A 1/2-INCH IRON PIN TAGGED LS 968; THENCE SOUTH 79°55'20" EAST, 117.08 FEET TO THE EAST LINE OF SAID SECTION 15, SAID POINT BEING MARKED BY A 1/2-INCH IRON PIN TAGGED LS 968; THENCE SOUTH 0°56'52" WEST ALONG SAID EAST LINE 106.85 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 2:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 7 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 14, THENCE NORTH 0°22'48" EAST ALONG THE WEST LINE OF SAID SECTION, 71.89 FEET TO THE CENTERLINE OF RAPID CREEK AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 0°22'48" EAST ALONG SAID WEST SECTION LINE, 35.00 FEET; THENCE NORTH 87°51'57" EAST, 349.18 FEET TO THE CENTERLINE OF RAPID CREEK; THENCE SOUTH 2°05'14" WEST ALONG SAID CENTERLINE, 20.00 FEET; THENCE SOUTH 79°40'43" WEST, 107.88 FEET ALONG SAID CENTERLINE; THENCE SOUTH 44°36'02" WEST ALONG SAID CENTERLINE, 133.03 FEET; THENCE NORTH 59°58'58" WEST ALONG SAID CENTERLINE, 171.97 FEET TO THE POINT OF BEGINNING.

EXCEPT: A PARCEL OF LAND LOCATED IN SECTION 14 AND 23, TOWNSHIP 7 SOUTH, RANGE 36 E.B.M., BANNOCK COUNTY, IDAHO, IT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SW CORNER OF SECTION 14 A FOUND 3" ALUM. CAP LS-968; THENCE NORTH 0°22'48" EAST ALONG THE WEST LINE OF SECTION 14 A DISTANCE OF 106.72 FEET TO A POINT THE WEST 1/4 (INSTRUMENT NO. 690532) OF SECTION 14 BEARS NORTH 0°22'48" AND IS 2589.57 FEET DISTANT; THENCE NORTH 87°52'21" EAST A DISTANCE OF 349.16 FEET TO A POINT ON THE EAST LINE OF A PARCEL OF LAND CONVEYED TO WES KENT BY DON HAMMOND AND SHOWN ON R.O.S. INSTRUMENT NO. 761922, SAID POINT FALLS IN CENTER OF RAPID CREEK AND IS THE TRUE POINT OF BEGINNING; THENCE NORTH 2°05'38" EAST ALONG EAST LINE OF SAID PARCEL A DISTANCE OF 179.85 FEET TO A POINT; THENCE NORTH 40°05'21" WEST A DISTANCE OF 8.71 FEET TO THE SOUTH LINE OF THE SPRAKER PROPERTY AND AN INTERSECTION WITH AN EXISTING FENCE LINE; THENCE NORTH 88°42'57" EAST ALONG SAID FENCE LINE A DISTANCE OF 963.16 FEET TO A POINT; THENCE SOUTH 0°04'34" EAST ALONG AN EXISTING FENCE LINE A DISTANCE OF 326.06

FEET TO AN INDIAN ALLOTMENT POST; THENCE CONTINUING ALONG SAID FENCE LINE SOUTH 0°35'38" EAST A DISTANCE OF 406.91 FEET TO A POINT; THENCE NORTH 75°14'25" WEST ALONG AN EXISTING FENCE LINE A DISTANCE OF 395.66 FEET TO A POINT; THENCE NORTH 56°41'56" WEST A DISTANCE OF 537.81 FEET TO A POINT; THENCE NORTH 28°12'31" WEST A DISTANCE OF 149.04 FEET TO A POINT; THENCE SOUTH 87°52'21" WEST A DISTANCE OF 66.02 FEET TO A POINT TO THE TRUE POINT OF BEGINNING.

SUBJECT TO AN ACCESS EASEMENT TO BE RETAINED BY HAMMOND'S BEGINNING AT THE TPOB OF THE ABOVE PARCEL; THENCE NORTH 2°05'38" EAST 50 FEET; THENCE NORTH 87°52'21" EAST 60 FEET; THENCE SOUTH 2°05'38" WEST 50 FEET; THENCE SOUTH 87°52'21" WEST TO THE TPOB.

ALSO EXCEPT: A PARCEL OF LAND LOCATED IN THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 14, AND THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 15, TOWNSHIP 7 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 14, THENCE NORTH 0°22'48" EAST ALONG THE WEST LINE OF SAID SECTION 14 106.89 FEET TO THE POINT OF BEGINNING; THENCE NORTH 80°30'47" WEST 117.15 FEET, RECORDED AS NORTH 79°55'20" WEST 117.08 FEET; THENCE NORTH 74°51'12" WEST 316.97 FEET, RECORDED AS NORTH 74°17'50" WEST 316.81 FEET; THENCE NORTH 50°49'17" WEST 128.03 FEET TO THE EAST RIGHT OF WAY LINE OF RAPID CREEK ROAD, RECORDED AS NORTH 50°16'10" WEST 128.67 FEET; THENCE NORTH 38°17'11" EAST ALONG SAID RIGHT OF WAY LINE 365.88 FEET; THENCE 106.76 FEET ALONG SAID RIGHT OF WAY LINE ON A CURVE TO THE LEFT, SAID CURVE HAVING A DELTA OF 13°50'34" AND A RADIUS OF 441.89 FEET; THENCE NORTH 24°26'37" EAST ALONG SAID EAST RIGHT OF WAY LINE 563.97 FEET; THENCE 32.11 FEET ALONG SAID RIGHT OF WAY ON A CURVE TO THE LEFT, SAID CURVE HAVING A DELTA OF 2°50'52" AND A RADIUS OF 645.96 FEET TO THE WEST SECTION LINE OF SECTION 14; THENCE SOUTH 0°22'48" WEST ALONG SAID SECTION LINE 881.02 FEET; THENCE NORTH 89°16'14" EAST ALONG A LINE PARALLEL WITH AND 330.00 FEET NORTH OF THE SOUTH LINE OF SECTION 14 325.00 FEET TO THE CENTERLINE OF RAPID CREEK; THENCE SOUTH 40°05'45" EAST ALONG SAID CENTERLINE 45.11 FEET; THENCE SOUTH 2°05'14" WEST ALONG SAID CENTERLINE 179.85 FEET; THENCE SOUTH 87°51'57" WEST 349.18 FEET TO THE POINT OF BEGINNING.

SAID PARCEL SUBJECT TO A 50.00 FOOT WIDE ACCESS AND UTILITY EASEMENT ALONG THE SOUTH LINE OF SAID PARCEL. ANY ROAD CONSTRUCTED WITHIN SAID EASEMENT SHALL NOT EXCEED 30.00 FEET WIDE FROM SHOULDER TO SHOULDER AND THE SOUTHERLY SHOULDER SHALL BE PLACED ON THE SOUTH LINE OF SAID PARCEL.

SCANNED

MAY 15 2015



First American

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

10-1

21100340

OFFICIAL RECORD BK # 939
BANNOCK COUNTY IDAHO

RECORDED AT REQUEST OF
FEE 37 - DEPUTY *kg*

Norman or Marie Rogers

21100340

2011 JAN -7 A 9:24

WARRANTY DEED

<u>Grantor</u>	<u>Grantee</u>
L. Norman Rogers, Jr., and A. Marie Rogers, Husband and Wife, 3020 No. Rapid Creek Inkom ID 83245	L. Norman Rogers, Jr. and A. Marie Rogers, Trustees of The NCER Family Trust 3020 No. Rapid Creek Road Inkom ID 83245

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the Grantors hereby sell and forever transfer the following parcels of real property (the "Property") located in Bannock County, Idaho to the Grantee, including the Grantors' right, title and interest therein:

SEE EXHIBIT "A" ATTACHED HERETO AND
INCORPORATED BY REFERENCE

TOGETHER WITH AND INCLUDING any and all fixtures and improvements, any and all appurtenances, tenements, and hereditaments, and any and all rents, issues, and profits that relate or otherwise pertain to the foregoing parcels of real property.

TO HAVE AND TO HOLD the foregoing parcels of real property unto the Grantee and its successors and assigns forever.

Grantor does hereby covenant with and warrant the Grantee that Grantor is lawfully seized in fee simple of the Property, has good right and lawful authority to sell and convey the Property, and that Grantor fully warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but against none other.

SUBJECT TO taxes, levies, and assessments for the current year not yet due and payable and the following items: discrepancies, conflicts in boundary lines, shortage in area, encroachments, easements, right of ways, boundary line agreements, development agreements, water supply agreements, plats, covenants, conditions, restrictions, reservations, all zoning, building and use laws or restrictions; along with any state of facts that an accurate survey or inspection of the Property would show.

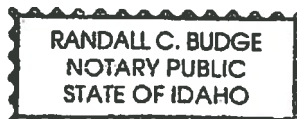
IN WITNESS WHEREOF, the Grantors hereunto set their hands this 4th day of January, 2011.

L. Norman Rogers
L. NORMAN ROGERS
A. Marie Rogers
A. MARIE ROGERS

STATE OF IDAHO)
 : ss
County of Bannock)

On the 4th day of January, 2011, before me, a Notary Public, personally appeared L. NORMAN ROGERS, JR. and A. MARIE ROGERS, known or identified to me to be the persons who executed the foregoing Warranty Deed, and duly 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.



R. C. Budge
NOTARY PUBLIC FOR IDAHO,
Residing at Pocatello.
My Commission Expires: 10/11/12

**BANNOCK COUNTY, IDAHO
HOUSE & 5 ½ ACRES****PARCEL 1:**

A PARCEL OF LAND SITUATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, AND THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 7 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SECTION 22, SAID POINT BEING MARKED BY A 3 INCH ALUMINUM CAP STAMPED LS 968; THENCE SOUTH 0°20'05" WEST ALONG THE EAST LINE OF SAID SECTION 98.01 FEET TO A ½-INCH IRON PIN TAGGED LS 968; THENCE SOUTH 89°49'07" WEST PARALLEL TO THE NORTH LINE OF SAID SECTION 824.46 FEET TO A ½-INCH IRON PIN TAGGED LS 968; THENCE SOUTH 49°10'17" WEST, 89.79 FEET TO A ½-INCH IRON PIN TAGGED LS 968; THENCE SOUTH 66°36'34" WEST, 36.33 FEET TO THE EAST LINE OF RAPID CREEK ROAD, SAID POINT BEING MARKED BY A ½-INCH IRON PIN TAGGED LS 968; THENCE NORTH 33°44'30" EAST ALONG SAID EAST LINE 64.60 FEET; THENCE ALONG A CURVE CONCAVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 16°54'34" A RADIUS OF 648.38 FEET, FOR AN ARC LENGTH OF 191.35 FEET; THENCE NORTH 50°47'34" EAST ALONG SAID EAST LINE 49.04 FEET; THENCE ALONG A CURVE CONCAVE TO THE LEFT SAID CURVE HAVING A CENTRAL ANGLE OF 17°48'28" A RADIUS OF 724.75 FEET, FOR AN ARC LENGTH OF 225.25 FEET; THENCE NORTH 36°54'13" EAST ALONG SAID EAST LINE 95.13 FEET; SAID POINT BEING MARKED BY A ½-INCH IRON PIN TAGGED LS 968; THENCE SOUTH 50°16'10" EAST, 128.67 FEET TO A ½-INCH IRON PIN TAGGED LS 968; THENCE SOUTH 74°17'50" EAST, 316.81 FEET TO A ½-INCH IRON PIN TAGGED LS 968; THENCE SOUTH 79°55'20" EAST, 117.08 FEET TO THE EAST LINE OF SAID SECTION 15, SAID POINT BEING MARKED BY A ½-INCH IRON PIN TAGGED LS 968; THENCE SOUTH 0°56'52" WEST ALONG SAID EAST LINE 106.85 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 2:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 14, TOWNSHIP 7 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 14, THENCE NORTH 0°22'48" EAST ALONG THE WEST LINE OF SAID SECTION, 71.89 FEET TO THE CENTERLINE OF RAPID CREEK AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 0°22'48" EAST ALONG SAID WEST SECTION LINE, 35.00 FEET; THENCE NORTH 87°51'57" EAST, 349.18 FEET TO THE CENTERLINE OF RAPID CREEK; THENCE SOUTH 2°05'14" WEST ALONG SAID CENTERLINE, 20.00 FEET; THENCE SOUTH 79°40'43" WEST, 107.88 FEET ALONG SAID CENTERLINE; THENCE SOUTH 44°36'02" WEST ALONG SAID CENTERLINE, 133.03 FEET; THENCE NORTH 59°58'58" WEST ALONG SAID CENTERLINE, 171.97 FEET TO THE POINT OF BEGINNING.

EXCEPT:

10 - 4

21100340

A PARCEL OF LAND LOCATED IN SECTION 14 AND 23, TOWNSHIP 7 SOUTH, RANGE 36 E.B.M.,
BANNOCK COUNTY, IDAHO, IT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SW. CORNER OF SECTION 14 A FOUND 3" ALUM. CAP LS-968; THENCE NORTH 0°22'48" EAST ALONG THE WEST LINE OF SECTION 14 A DISTANCE OF 106.72 FEET TO A POINT THE WEST ¼ (INSTRUMENT NO. 690532) OF SECTION 14 BEARS NORTH 0°22'48" AND IS 2589.57 FEET DISTANT; THENCE NORTH 87°52'21" EAST A DISTANCE OF 349.16 FEET TO A POINT ON THE EAST LINE OF A PARCEL OF LAND CONVEYED TO WES KENT BY DON HAMMOND AND SHOWN ON R.O.S. INSTRUMENT NO. 761922, SAID POINT FALLS IN CENTER OF RAPID CREEK AND IS THE TRUE POINT OF BEGINNING; THENCE NORTH 2°05'38" EAST ALONG EAST LINE OF SAID PARCEL A DISTANCE OF 179.85 FEET TO A POINT; THENCE NORTH 40°05'21" WEST A DISTANCE OF 8.71 FEET TO THE SOUTH LINE OF THE SPRAKER PROPERTY AND AN INTERSECTION WITH AN EXISTING FENCE LINE; THENCE

NORTH 88°42'57" EAST ALONG SAID FENCE LINE A DISTANCE OF 963.16 FEET TO A POINT; THENCE SOUTH 0°04'34" EAST ALONG AN EXISTING FENCE LINE A DISTANCE OF 326.06 FEET TO AN INDIAN ALLOTMENT POST; THENCE CONTINUING ALONG SAID FENCE LINE SOUTH 0°35'38" EAST A DISTANCE OF 406.91 FEET TO A POINT; THENCE NORTH 75°14'25" WEST ALONG AN EXISTING FENCE LINE A DISTANCE OF 395.66 FEET TO A POINT; THENCE NORTH 56°41'56" WEST A DISTANCE OF 537.81 FEET TO A POINT; THENCE NORTH 28°12'31" WEST A DISTANCE OF 149.04 FEET TO A POINT; THENCE SOUTH 87°52'21" WEST A DISTANCE OF 66.02 FEET TO A POINT TO THE TRUE POINT OF BEGINNING.

SUBJECT TO AN ACCESS EASEMENT TO BE RETAINED BY HAMMOND'S BEGINNING AT THE TPOB OF THE ABOVE PARCEL; THENCE NORTH 2°05'38" EAST 50 FEET; THENCE NORTH 87°52'21" EAST 60 FEET; THENCE SOUTH 2°05'38" WEST 50 FEET; THENCE SOUTH 87°52'21" WEST TO THE TPOB.

ALSO EXCEPT:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 14, AND THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 15, TOWNSHIP 7 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 14, THENCE NORTH 0°22'48" EAST ALONG THE WEST LINE OF SAID SECTION 14 106.89 FEET TO THE POINT OF BEGINNING; THENCE NORTH 80°30'47" WEST 117.15 FEET, RECORDED AS NORTH 79°55'20" WEST 117.08 FEET; THENCE NORTH 74°51'12" WEST 316.97 FEET, RECORDED AS NORTH 74°17'50" WEST 316.81 FEET; THENCE NORTH 50°49'17" WEST 128.03 FEET TO THE EAST RIGHT OF WAY LINE OF RAPID CREEK ROAD, RECORDED AS NORTH 50°16'10" WEST 128.67 FEET; THENCE NORTH 38°17'11" EAST ALONG SAID RIGHT OF WAY LINE 365.88 FEET; THENCE 106.76 FEET ALONG SAID RIGHT OF WAY LINE ON A CURVE TO THE LEFT, SAID CURVE HAVING A DELTA OF 13°50'34" AND A RADIUS OF 441.89 FEET; THENCE NORTH 24°26'37" EAST ALONG SAID EAST RIGHT OF WAY LINE 563.97 FEET; THENCE 32.11 FEET ALONG SAID RIGHT OF WAY ON A CURVE TO THE LEFT, SAID CURVE HAVING A DELTA OF 2°50'52" AND A RADIUS OF 645.96 FEET TO THE WEST SECTION LINE OF SECTION 14; THENCE SOUTH 0°22'48" WEST ALONG SAID SECTION LINE 881.02 FEET; THENCE NORTH 89°16'14" EAST ALONG A LINE PARALLEL WITH AND 330.00 FEET NORTH OF THE SOUTH LINE OF SECTION 14 325.00 FEET TO THE CENTERLINE OF RAPID CREEK; THENCE SOUTH 40°05'45" EAST ALONG SAID CENTERLINE 45.11 FEET; THENCE SOUTH 2°05'14" WEST ALONG SAID CENTERLINE 179.85 FEET; THENCE SOUTH 87°51'57" WEST 349.18 FEET TO THE POINT OF BEGINNING.

SAID PARCEL SUBJECT TO A 50.00 FOOT WIDE ACCESS AND UTILITY EASEMENT ALONG THE SOUTH LINE OF SAID PARCEL. ANY ROAD CONSTRUCTED WITHIN SAID EASEMENT SHALL NOT EXCEED 30.00 FEET WIDE FROM SHOULDER TO SHOULDER AND THE SOUTHERLY SHOULDER SHALL BE PLACED ON THE SOUTH LINE OF SAID PARCEL.

BANNOCK COUNTY, IDAHO
INKOM CITY - ROCKY MOUNTAIN ESTATES, LOT #2

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21100340

LOT 2, BLOCK 2, ROCKY MOUNTAIN ESTATES PHASE I, BANNOCK COUNTY, IDAHO, AS THE SAME APPEARS ON THE OFFICIAL PLAT THEREOF, RECORDED JULY 10, 2006 AS INSTRUMENT NO. 20614905.

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

BANNOCK COUNTY, IDAHO
McCAMMON - MARSH CREEK - 5 ACRES

A PORTION OF THE NW $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$, SECTION 34, TOWNSHIP 8 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, LYING WEST OF MARSH CREEK ROAD AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 990 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SECTION 34; THENCE NORTH 330 FEET ALONG THE SECTION LINE DIVIDING SECTION 33 AND 34 THENCE EAST AT A 90° ANGLE TO THE LAST DESCRIBED LINE A DISTANCE OF 660 FEET, MORE OR LESS, TO THE WEST BOUNDARY OF MARSH CREEK ROAD; THENCE SOUTH ALONG THE WEST BOUNDARY OF MARSH CREEK ROAD A DISTANCE OF 330 FEET; THENCE WEST 660 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

BANNOCK COUNTY, IDAHO
LAVA - 4.2 ACRES

PARCEL 1:

A PART OF SECTION 8, TOWNSHIP 10 SOUTH, RANGE 38 EAST, B.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 4, TOWNSHIP 10 SOUTH, RANGE 38 EAST, B.M., THENCE SOUTH 88°41'46" WEST 2654.78 FEET ALONG THE SECTION LINE TO THE NORTHEAST CORNER OF SAID SECTION 8 AND SOUTH 78°56'51" WEST 2696.72 FEET TO THE REAL POINT OF BEGINNING; THENCE SOUTH 39°12'06" EAST 1158.87 FEET; THENCE FOLLOWING THE CENTER LINE OF DEER CREEK THE MEANDER POINTS OF WHICH ARE DESCRIBED AS FOLLOWS: SOUTH 39°39'38" WEST 61.37 FEET; THENCE SOUTH 64°19'43" WEST 138.67 FEET; THENCE NORTH 80°49'16" WEST 73.70 FEET; THENCE SOUTH 44°29'19" WEST 346.46 FEET; THENCE SOUTH 53°31'01" WEST 279.02 FEET; THENCE SOUTH 52°44'43" WEST 263.71 FEET, THENCE SOUTH 38°12'11" WEST 175.66 FEET; THENCE LEAVING SAID CENTER LINE OF DEER CREEK, NORTH 58°56'21"W 702.67 FEET; THENCE NORTH 67°39'12" EAST 480.29 FEET, THENCE NORTH 55°29'27" EAST 560.06 FEET; THENCE NORTH 00°04'21" WEST 854.73 FEET TO THE POINT OF BEGINNING.

EXCEPT: ALL THAT PORTION OF PARCELS 5, 6, AND 7 LYING SOUTH OF ROADWAY EASEMENT "A".

ALSO EXCEPT: A PORTION OF PARCEL 7, DEMPSEY CREEK RANCHES LYING NORTHERLY OF ROADWAY EASEMENT "A" AND BEING A PART OF SECTION 8, TOWNSHIP 10 SOUTH, RANGE 38 EAST, B.M., DESCRIBED AS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 4, TOWNSHIP 10 SOUTH, RANGE 38 EAST, B.M., THENCE SOUTH 88°41'46" WEST 2654.78 FEET ALONG THE SECTION LINE TO THE NORTHEAST CORNER OF SAID SECTION 8 AND SOUTH 62°12'36" WEST, 4014.35 FEET TO THE REAL POINT OF BEGINNING; THENCE NORTH 67°39'12" EAST 480.29 FEET; THENCE NORTH 55°29'27" EAST 560.06 FEET; THENCE SOUTH 0°04'21" WEST 85 FEET; MORE OR LESS TO THE CENTERLINE OF ROADWAY EASEMENT "A" THENCE FOLLOWING SAID

CENTERLINE ALONG THE FOLLOWING COURSES:

THENCE ALONG A CURVE TO THE LEFT: THENCE ALONG SAID CURVE 31.73 FEET, CHORD BEARS SOUTH 48°08'27" WEST, 168.46 FEET (CURVE DATA: DELTA=24°18'42", RADIUS=400.00 FEET); THENCE SOUTH 35°59'08" WEST, 503.62 FEET TO THE P.T. OF A CURVE TO THE LEFT; THENCE ALONG SAID CURVE, 124.99 FEET, CHORD BEARS SOUTH 30°52'12" WEST, 124.82 FEET (CURVE DATA: DELTA=10°13'49", RADIUS=700.00 FEET); THENCE SOUTH 25°45'18" WEST, 163.70 FEET, THENCE LEAVING SAID CENTERLINE AND RUNNING THENCE NORTH 58°56'21" WEST, 512.50 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

PARCEL 2:

TOGETHER WITH A 66 FOOT WIDE ROAD EASEMENT, 33 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, KNOWN AS ROADWAY EASEMENT A, DESCRIBED AS FOLLOWS AND BEING A PART OF SECTION 4, 5, 8 AND 9, TOWNSHIP 10 SOUTH, RANGE 38 EAST, B.M., DESCRIBED AS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 4, TOWNSHIP 10 SOUTH, RANGE 38 EAST, B.M., THENCE SOUTH 88°41'46" WEST 2654.78 FEET ALONG THE SECTION LINE TO THE SOUTHEAST CORNER OF SAID SECTION 5 AND NORTH 63°32'23" EAST 1572.21 FEET TO A POINT ON THE EXISTING SOUTH LINE OF DEMPSEY CREEK ROAD AND THE REAL POINT OF BEGINNING; RUNNING THENCE ALONG SAID CENTERLINE, SOUTH 10°53'54" EAST 395.34 FEET TO THE P.T. OF A CURVE TO THE RIGHT; THENCE ALONG SAID CURVE, 220.76 FEET, CHORD BEARING SOUTH 01°45'00" WEST 218.97 FEET (CURVE DATA: DELTA=25°17'51" RADIUS=500.00 FEET); THENCE SOUTH 14°23'55" WEST 35.26 FEET TO THE P.T. OF A CURVE TO THE RIGHT; THENCE ALONG SAID CURVE 172.26 FEET, CHORD BEARS SOUTH 24°16'06" WEST 171.40 FEET (CURVE DATA: DELTA=19°44'21" RADIUS=500.00 FEET);

THENCE SOUTH 34°08'17" WEST 105.13 FEET TO THE P.T. OF A CURVE TO THE RIGHT; THENCE ALONG SAID CURVE, 138.29 FEET, CHORD BEARS SOUTH 60°33'02" WEST 133.45 FEET (CURVE DATA: DELTA=52°49'27" RADIUS=150.00 FEET); THENCE SOUTH 86°57'46" WEST 58.37 FEET TO THE P.T. OF A CURVE TO THE RIGHT; THENCE ALONG SAID CURVE 99.38 FEET, CHORD BEARS NORTH 74°03'23" WEST 97.57 FEET (CURVE DATA: DELTA=37°57'35" RADIUS=150.00 FEET); THENCE NORTH 55°04'32" WEST 203.14 FEET TO THE P.T. OF A CURVE TO THE LEFT;

THENCE ALONG SAID CURVE, 159.57 FEET OF WHICH THE CHORD BEARS NORTH 66°30'13" WEST 158.51 FEET (CURVE DATA: DELTA=22°51'24" RADIUS=400.00 FEET) THENCE NORTH 77°55'54" WEST 170.39 FEET TO THE P.T. OF A CURVE TO THE LEFT; THENCE SOUTH ALONG SAID CURVE, 117.89 FEET OF WHICH THE CHORD BEARS SOUTH 85°10'54" WEST 116.19 FEET (CURVE DATA: DELTA=33°46'22", RADIUS=200 FEET); THENCE SOUTH 68°17'46" WEST 329.61 FEET TO THE P.T. OF A CURVE TO THE RIGHT; THENCE ALONG SAID CURVE, 167.22 FEET OF WHICH THE CHORD BEARS SOUTH 80°16'19" WEST 166.01 FEET (CURVE DATA: DELTA=23°57'10", RADIUS=400.00 FEET) THENCE NORTH 87°45'04" WEST 14.89 FEET TO THE P.T. OF A CURVE TO THE RIGHT;

THENCE ALONG SAID CURVE 118.56 FEET OF WHICH THE CHORD BEARS NORTH 23°40'03" WEST 95.34 FEET (CURVE DATA: DELTA=128°10'02", RADIUS=53.00 FEET) AT SAID CURVE THERE IS A 100 FOOT RADIUS CUL-DE-SAC WITH A DELTA OF 360° WITH THE RADIUS POINT BEING AT THE POINT OF INTERSECTION OF THE ABOVE DESCRIBED CURVE; THENCE NORTH 40°24'59" EAST 352.71 FEET TO THE P.T. OF A CURVE TO THE LEFT; THENCE ALONG SAID CURVE 100.73 FEET, CHORD BEARS NORTH 14°37'47" WEST 85.94 FEET (CURVE DATA: DELTA=110°05'16", RADIUS=52.42 FEET) THENCE NORTH 69°40'32" WEST 148.07 FEET TO THE P.T. OF A CURVE TO THE LEFT;

THENCE ALONG SAID CURVE 136.39 FEET, CHORD BEARS SOUTH 84°16'25" WEST 131.74 FEET (CURVE DATA: DELTA=52°05'56", RADIUS=150.00 FEET); THENCE SOUTH 58°13'23" WEST 174.48 FEET TO THE P.T. OF A CURVE TO THE RIGHT; THENCE ALONG SAID CURVE, 151.50 FEET, CHORD BEARS SOUTH 87°09'23" WEST 145.14 FEET (CURVE DATA: DELTA=57°52'04", RADIUS=150.00 FEET) THENCE NORTH 63°54'37" WEST 87.52 FEET TO THE P.T. OF CURVE TO THE RIGHT; THENCE ALONG SAID CURVE 117.67 FEET, CHORD BEARS NORTH 41°26'13" WEST 114.68 FEET (CURVE DATA: DELTA=44°56'47", RADIUS=150.00 FEET); THENCE NORTH 18°57'50" WEST 207.99 FEET TO THE P.T. OF A CURVE TO THE LEFT;

THENCE ALONG SAID CURVE 161.00 FEET CHORD BEARS NORTH 83°28'47" WEST 129.08 FEET (CURVE DATA: DELTA=129°01'44", RADIUS=71.49 FEET); THENCE SOUTH 32°00'16" WEST 625.18 FEET TO THE P.T. OF A CURVE TO THE RIGHT; THENCE ALONG SAID CURVE 63.98 FEET, CHORD BEARS SOUTH 33°50'15" WEST 63.97 FEET (CURVE DATA: DELTA=03°39'56", RADIUS=1000.00 FEET) THENCE SOUTH 35°40'13" WEST 542.08 FEET TO THE P.T. OF A CURVE TO THE RIGHT; THENCE ALONG SAID CURVE 223.55 FEET, CHORD BEARS SOUTH 51°40'54" WEST 220.66 FEET (CURVE DATA: DELTA=32°01'18", RADIUS=400.00 FEET); THENCE SOUTH 67°41'34" WEST 371.20 FEET TO THE P.T. OF A CURVE TO THE LEFT;

THENCE ALONG SAID CURVE 191.74 FEET, CHORD BEARS SOUTH 53°57'38" WEST 189.91 FEET (CURVE DATA: DELTA=27°27'54", RADIUS=400.00 FEET); THENCE SOUTH 40°13'42" WEST 521.43 FEET TO THE P.T. OF A CURVE TO THE RIGHT; THENCE ALONG SAID CURVE 140.11 FEET, CHORD BEARS SOUTH 50°15'44" WEST 139.40 FEET (CURVE DATA: DELTA=20°04'09", RADIUS=400.00 FEET); THENCE SOUTH 60°08'06" WEST 0.11 FEET TO THE P.T. OF A CURVE TO THE LEFT; THENCE ALONG SAID CURVE, 169.73 FEET CHORD BEARS SOUTH 48°08'27" WEST 168.46 FEET (CURVE DATA: DELTA=24°18'42", RADIUS=400.00 FEET) THENCE SOUTH 35°59'08" WEST 503.62 FEET TO THE P.T. OF A CURVE TO THE LEFT; THENCE ALONG SAID CURVE, 124.99 FEET, CHORD BEARS SOUTH 30°52'12" WEST 124.82 FEET (CURVE DATA: DELTA=10°13'49", RADIUS=700.00 FEET);

THENCE SOUTH 25°45'18" WEST 163.70 FEET TO THE P.T. OF A CURVE TO THE LEFT; THENCE ALONG SAID CURVE 107.57 FEET, CHORD BEARS SOUTH 21°21'10" WEST 107.46 FEET (CURVE DATA: DELTA=08°48'16", RADIUS=700.00 FEET) THENCE SOUTH 16°57'03" WEST 311.42 FEET TO THE P.T. OF A CURVE TO THE LEFT; THENCE ALONG SAID CURVE 125.90 FEET CHORD BEARS SOUTH 51°06'15" EAST 8.32 FEET (CURVE DATA: DELTA=136°06'33", RADIUS=53.00 FEET) SAID POINT BEING THE END OF A SAID ROAD EASEMENT "A" AND THE BEGINNING OF ROAD EASEMENT "B", AT SAID CURVE THERE IS A 100 FOOT RADIUS CUL-DE-SAC WITH A DELTA OF 360° WITH THE RADIUS POINT OF SAID CUL-DE-SAC BEING AT THE RADIUS POINT OF THE ABOVE DESCRIBED CURVE.

TOGETHER WITH INGRESS AND EGRESS ACROSS THE WEST 30 FEET OF THE PROPERTY TO THE EAST LYING NORTH OF DEER CREEK ROAD KNOWN AS PARCEL NO. 6. THIS 30 FEET SHALL EXTEND NO FURTHER THAN 100 FEET DOWN THE MOUNTAIN TO THE NORTH, BEGINNING AT THE SW CORNER OF PARCEL 6. PARCEL NO. 6 IS DESCRIBED AS FOLLOWS:

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PART OF SECTION 8, TOWNSHIP 10 SOUTH, RANGE 38 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 4, TOWNSHIP 10 SOUTH, RANGE 38, EAST, BOISE MERIDIAN, THENCE SOUTH 88°41'46" WEST 2654.78 FEET ALONG THE SECTION LINE TO THE NORTHEAST CORNER OF SAID SECTION 8 AND SOUTH 78°56'51" WEST 2695.72 FEET TO THE REAL POINT OF BEGINNING; THENCE NORTH 0°04'21" WEST 301.60 FEET; THENCE NORTH 54°56'31" EAST 485.00 FEET; THENCE SOUTH 36°43'27" EAST 1428.65 FEET;

21100340

THENCE FOLLOWING THE CENTERLINE OF DEER CREEK THE MEANDER POINTS WHICH ARE DESCRIBED AS FOLLOWS: SOUTH 66°32'27" WEST 306.64 FEET; THENCE SOUTH 18°51'04" WEST 45.66 FEET; THENCE SOUTH 64°39'22" WEST 151.65 FEET; THENCE SOUTH 39°39'40" WEST 133.70 FEET; THENCE LEAVING SAID CENTERLINE OF DEER CREEK NORTH 39°12'06" WEST 1158.87 FEET TO THE POINT OF BEGINNING.

PARCEL IS SUBJECT TO A ROADWAY EASEMENT "A" & "8A" DESCRIBED IN WARRANTY DEED RECORDED MARCH 13, 1992, AS INSTRUMENT NO. 92003731.

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

BANNOCK COUNTY, IDAHO CRYSTAL SPRINGS - 20 ACRES

A parcel of land located in the Southeast quarter of Section 17, Township 9 South, Range 37 East, Boise Meridian, and further described as follows:

Beginning at the South quarter of said Section 17, which is a brass cap monument in Crystal springs Road; thence North 0°08'56" West 228.26 feet; and East 25.13 feet (based on astronomic North) to the true point of beginning in the East line of Crystal Springs Road. Said true point of beginning is a point on a non-tangent 3798.90 foot radius curve concave to the Southeast whose center bears North 84°52'22" East; thence Northeasterly along said curve through a central angle of 7°25'13" a distance of 491.98 feet; thence North 7°44'56" East 58.25 feet; thence South 89°59'03" East 1560.12 feet; thence South 0°12'47" East 548.16 feet; thence North 89°59'03" West 1604.64 feet to the true point of beginning.

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 encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

A PARCEL OF LAND LOCATED IN LOT 6 OF CRYSTAL SPRINGS DEVELOPMENT, AS RECORDED UNDER INSTRUMENT NUMBER 713759, IN THE OFFICIAL RECORDS OF BANNOCK COUNTY AND BEING IN SECTION 17 AND 20, TOWNSHIP 9 SOUTH, RANGE 37 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO AND FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 17; THENCE SOUTH 00°24" EAST 117.60 FEET; THENCE NORTH 89°54'36" EAST 24.74 FEET TO A 5/8 " REBAR WITH CAP LABELED "A.A. HUDSON, PLS 4735" SET ON THE EAST RIGHT-OF-WAY LINE OF CRYSTAL SPRINGS ROAD, THE TRUE POINT OF BEGINNING: THENCE NORTH 00°05'58" WEST (NORTH 00°05'24" WEST RECORD) 314.16 FEET ALONG THE WEST LINE OF SAID LOT 6 TO THE BEGINNING OF A 3798.90 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°28'46", A DISTANCE OF 31.79 (CHORD = NORTH 00°08'25" EAST 31.79 FEET) FEET TO A FOUND ½" REBAR WITH CAP LABELED C.A.S., LS 3626; THENCE SOUTH 89°58'30" EAST 1292.78 FEET (SOUTH 89°59'03" EAST 1292.81 FEET RECORD) TO A FOUND ½" REBAR WITH CAP; THENCE SOUTH 00°16'32" EAST 341.20 FEET (SOUTH 00°14'59" WEST RECORD) ALONG THE EAST LINE OF SAID LOT 6 TO A 5/8" REBAR WITH CAP; THENCE NORTH 88°17'32" WEST 401.15 FEET TO THE CENTER LINE OF AN EXISTING BUILDING; THENCE SOUTH 89°36'08" WEST 53.12 FEET TO A 5/8" REBAR WITH CAP SET AT THE CENTER LINE OF SAID BUILDING; THENCE SOUTH 88°56'56" WEST 113.71 FEET TO A 5/8" REBAR WITH CAP; THENCE SOUTH 88°55'12" WEST 726.30 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING

A parcel of land located in Lot 6 of Crystal Springs Development, as recorded under instrument number 718759, in the official records of Bannock County and being in Sections 17 and 20, Township 9 South, Range 37 East, Boise Meridian, Bannock County, Idaho and further described as follows:

Beginning at the South Quarter Corner of said Section 17; Thence South 00 degrees 05'24" East 117.60 feet; Thence North 89 degrees 54'36" East 24.74 feet to a 5/8" rebar with cap labeled "A.A. Hudson PLS 4735" set on the East right-of-way line of Crystal Springs Road; Thence North 88 degrees 55'12" East 726.30 feet to a 5/8" rebar with cap; Thence North 88 degrees 56'56" East 63.70 feet to the True Point of Beginning; Thence North 00 degrees 01'00" East 83.12 feet; Thence North 89 degrees 58'33" East 173.12 feet; Thence South 00 degrees 03'00" West 83.99 feet; Thence North 88 degrees 18'24" West 69.98 feet to the center line of an existing building; Thence South 89 degrees 36'08" West 53.12 feet to a 5/8" rebar with cap set at the center line of an existing building; Thence South 88 degrees 58'07" West 50.01 feet to the True Point of Beginning. Containing 0.3 acres of land.

together with its appurtenances.

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BANNOCK COUNTY, IDAHO
HOT SPRINGS VILLAGE TIMESHARE #209

21100340

Parcel 1: An undivided .05587 % interest in the real property situated in Lot 7, Section 21, Township 9 South, Range 38 E.B.M., Bannock County, Idaho, more particularly described as follows:

Beginning at a point that is South 14°13'20" East, 795.10 feet from the center one-quarter corner of Section 21, Township 9 South, Range 38 E.B.M., thence South 87°40' East, 85.0 feet, thence South 2°20' West, 50.67 feet, thence South 87°40' East, 103.4 feet, thence South 38°32' West, 22.70 feet, thence South 02°20' West, 280.85 feet, thence North 71°57'55" West, 180.27 feet, thence North 44°04'45" West, 2.00 feet, thence North 2°20' East, 299.68 feet more or less to the point of beginning.

EXCEPTING THEREFROM, those portions thereof shown as Units 1 through 32 inclusive on the diagrammatic floor plans attached as Exhibit "B" to the Amended Declaration for the Hot Springs Village Condominiums recorded as Instrument No. 592199, Book 314, Bannock County, Idaho to which this property is subject.

Parcel 2: An undivided 2.0 % interest in and to Unit No. 209 of the Hot Springs Village Condominiums, situated on the property described above as shown on said floor plans in Exhibit "B" to said Amended Declaration for the Hot Springs Village Condominiums. The said Condominium Unit is, by these presents, also subject to the provisions of a Lease Agreement recorded as Instrument No. 510179, Book 260, Bannock County, Idaho and a Supplemental Lease Agreement recorded as Instrument No. 548921, Book 285, (as amended), Bannock County, Idaho.

The Grantee(s) of the Condominium Unit subject to this deed, by his acceptance of this deed, hereby: (a) agrees to also take such Condominium Unit subject to the Supplemental Declaration and Timeshare Agreement of the Hot Springs Village Condominiums recorded as Instrument No. 602168, Book 320, (as amended), Bannock County, Idaho and the provisions of the By-Laws of the Hot Springs Village Condominiums Association of Timeshare Unit Owners, Inc. recorded as Instrument No. 643636, Book 350, (as amended), Bannock County, Idaho, (the "Timeshare Agreements"); and (b) agrees to perform and to abide by all of the terms and conditions of the said Timeshare Agreements; and (c) agrees that the Timeshare Week(s) (as defined in the said Timeshare Agreements)

assigned to the interest conveyed by this deed is Timeshare Week(s) 6, as designated in Exhibit "A" to such Timeshare Agreement and which total of Week(s) shall be the Grantee's Period(s) of Use. The Grantee(s) take such undivided interest in the subject Condominium Unit with the exclusive right to use and occupy the Unit and the common areas and rights and easements appurtenant to the Unit during the Period(s) of Use or Week(s) herein conveyed as the Period(s) or Week(s) are defined in the Timeshare Agreements. The Grantee's exclusive right to occupy the undivided general common areas of the Hot Springs Village Condominiums shall commence each year on Friday at 12:00 o'clock P.M. (noon) of the assigned Week(s) and shall terminate at 12:00 o'clock P.M. (noon) on the last Friday included in such assigned Week(s).

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 does hereby covenant to and with the said Grantee(s) that it is the owner in fee simple of said premises and that they are free of all encumbrances EXCEPT MATTERS OF PUBLIC RECORD and that it will warrant and defend the same from all lawful claims whatsoever.

First American Title - Pocatello

21410101

2014 Jul 31 PM 03:07:00

Electronically Recorded by Simplifile

RECEIVED
MAR 06 2015
Department of Water Resources
Eastern Region

FA 505239

When Recorded Return To:
Advantage Plus Federal Credit Union
2133 E Center Street
Pocatello, ID 83205

[Space Above This Line For Recording Data]

Loan No: 0034675181

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 **July 31, 2014**, together with all Riders to this document.

(B) "Borrower" is **Brad R Schroeder and Emily C Schroeder, husband and wife**

Borrower is the trustor under this Security Instrument.

(C) "Lender" is **Advantage Plus Federal Credit Union**

Lender is a **Federal Credit Union** organized and existing under the laws of **Idaho**
Lender's address is **2133 E. Center St**
Pocatello, ID 83201

Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is **First American Title**

(E) "Note" means the promissory note signed by Borrower and dated **July 31, 2014**

The Note states that Borrower owes Lender

One Hundred EightyFive Thousand DOLLARS and Zero CENTS

Dollars (U.S. \$ **185,000.00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **August 1, 2044**

(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 |
| ☐ Biweekly Payment Rider | ☐ V.A. 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. §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

County
[Type of Recording Jurisdiction]

of

Bannock
[Name of Recording Jurisdiction]

Attached Exhibit "A"

which currently has the address of

3020 N Rapid Creek Rd

[Street]

Inkom
[City]

, Idaho

83245
[Zip Code]

("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER 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. 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:

 (Seal)
 Brad R Schroeder -Borrower

 (Seal)
 Emily C Schroeder -Borrower

 (Seal)
 -Borrower

 (Seal)
 -Borrower

[Space Below This Line For Acknowledgment]

STATE OF IDAHO,
 On this 31 st day of July, 2014, before me *Bannock* County ss:
 a Notary Public in and for said county and state, personally appeared *Crystal Iverson*
 Brad R Schroeder, Emily C Schroeder

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.

My Commission expires: *4/23/16*

Crystal Iverson
 Notary Public residing at: *Pocatello, ID*

REQUEST FOR RECONVEYANCE

TO TRUSTEE: The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

Date: _____

Loan Origination Company & NMLS Id: Advantage Plus Federal Credit Union - 414699
 Loan Originator & NMLS Id: Brent M Gallup - 86185

IDAHO - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
 Form 3013 1/01 (rev. 7/08)
 Laser Forms Inc. (800) 446-3555
 LFI #FNMA3013 7/08

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CRYSTAL IVERSON
 NOTARY PUBLIC
 STATE OF IDAHO

Date: July 31, 2014

File No.: 505239-P (ci)

EXHIBIT 'A'

LEGAL DESCRIPTION:

PARCEL 1:

A PARCEL OF LAND SITUATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, AND THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 7 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SECTION 22, SAID POINT BEING MARKED BY A 3 INCH ALUMINUM CAP STAMPED LS 968; THENCE SOUTH 0°20'05" WEST ALONG THE EAST LINE OF SAID SECTION 98.01 FEET TO A ½-INCH IRON PIN TAGGED LS 968; THENCE SOUTH 89°49'07" WEST PARALLEL TO THE NORTH LINE OF SAID SECTION 824.46 FEET TO A ½-INCH IRON PIN TAGGED LS 968; THENCE SOUTH 49°10'17" WEST, 89.79 FEET TO A ½-INCH IRON PIN TAGGED LS 968; THENCE SOUTH 66°36'34" WEST, 36.33 FEET TO THE EAST LINE OF RAPID CREEK ROAD, SAID POINT BEING MARKED BY A ½-INCH IRON PIN TAGGED LS 968; THENCE NORTH 33°44'30" EAST ALONG SAID EAST LINE 64.60 FEET; THENCE ALONG A CURVE CONCAVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 16°54'34" A RADIUS OF 648.38 FEET, FOR AN ARC LENGTH OF 191.35 FEET; THENCE NORTH 50°47'34" EAST ALONG SAID EAST LINE 49.04 FEET; THENCE ALONG A CURVE CONCAVE TO THE LEFT SAID CURVE HAVING A CENTRAL ANGLE OF 17°48'28" A RADIUS OF 724.75 FEET, FOR AN ARC LENGTH OF 225.25 FEET; THENCE NORTH 36°54'13" EAST ALONG SAID EAST LINE 95.13 FEET; SAID POINT BEING MARKED BY A ½-INCH IRON PIN TAGGED LS 968; THENCE SOUTH 50°16'10" EAST, 128.67 FEET TO A ½-INCH IRON PIN TAGGED LS 968; THENCE SOUTH 74°17'50" EAST, 316.81 FEET TO A ½-INCH IRON PIN TAGGED LS 968; THENCE SOUTH 79°55'20" EAST, 117.08 FEET TO THE EAST LINE OF SAID SECTION 15, SAID POINT BEING MARKED BY A ½-INCH IRON PIN TAGGED LS 968; THENCE SOUTH 0°56'52" WEST ALONG SAID EAST LINE 106.85 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 2:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 14, TOWNSHIP 7 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Handwritten signature and initials, possibly 'ECS'.

First American Title Company

File No.: 505239-P (ci)

Date: July 31, 2014

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 14, THENCE NORTH 0°22'48" EAST ALONG THE WEST LINE OF SAID SECTION, 71.89 FEET TO THE CENTERLINE OF RAPID CREEK AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 0°22'48" EAST ALONG SAID WEST SECTION LINE, 35.00 FEET; THENCE NORTH 87°51'57" EAST, 349.18 FEET TO THE CENTERLINE OF RAPID CREEK; THENCE SOUTH 2°05'14" WEST ALONG SAID CENTERLINE, 20.00 FEET; THENCE SOUTH 79°40'43" WEST, 107.88 FEET ALONG SAID CENTERLINE; THENCE SOUTH 44°36'02" WEST ALONG SAID CENTERLINE, 133.03 FEET; THENCE NORTH 59°58'58" WEST ALONG SAID CENTERLINE, 171.97 FEET TO THE POINT OF BEGINNING.

EXCEPT: A PARCEL OF LAND LOCATED IN SECTION 14 AND 23, TOWNSHIP 7 SOUTH, RANGE 36 E.B.M., BANNOCK COUNTY, IDAHO, IT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SW CORNER OF SECTION 14 A FOUND 3" ALUM. CAP LS-968; THENCE NORTH 0°22'48" EAST ALONG THE WEST LINE OF SECTION 14 A DISTANCE OF 106.72 FEET TO A POINT THE WEST ¼ (INSTRUMENT NO. 690532) OF SECTION 14 BEARS NORTH 0°22'48" AND IS 2589.57 FEET DISTANT; THENCE NORTH 87°52'21" EAST A DISTANCE OF 349.16 FEET TO A POINT ON THE EAST LINE OF A PARCEL OF LAND CONVEYED TO WES KENT BY DON HAMMOND AND SHOWN ON R.O.S. INSTRUMENT NO. 761922, SAID POINT FALLS IN CENTER OF RAPID CREEK AND IS THE TRUE POINT OF BEGINNING; THENCE NORTH 2°05'38" EAST ALONG EAST LINE OF SAID PARCEL A DISTANCE OF 179.85 FEET TO A POINT; THENCE NORTH 40°05'21" WEST A DISTANCE OF 8.71 FEET TO THE SOUTH LINE OF THE SPRAKER PROPERTY AND AN INTERSECTION WITH AN EXISTING FENCE LINE; THENCE NORTH 88°42'57" EAST ALONG SAID FENCE LINE A DISTANCE OF 963.16 FEET TO A POINT; THENCE SOUTH 0°04'34" EAST ALONG AN EXISTING FENCE LINE A DISTANCE OF 326.06 FEET TO AN INDIAN ALLOTMENT POST; THENCE CONTINUING ALONG SAID FENCE LINE SOUTH 0°35'38" EAST A DISTANCE OF 406.91 FEET TO A POINT; THENCE NORTH 75°14'25" WEST ALONG AN EXISTING FENCE LINE A DISTANCE OF 395.66 FEET TO A POINT; THENCE NORTH 56°41'56" WEST A DISTANCE OF 537.81 FEET TO A POINT; THENCE NORTH 28°12'31" WEST A DISTANCE OF 149.04 FEET TO A POINT; THENCE SOUTH 87°52'21" WEST A DISTANCE OF 66.02 FEET TO A POINT TO THE TRUE POINT OF BEGINNING.

SUBJECT TO AN ACCESS EASEMENT TO BE RETAINED BY HAMMOND'S BEGINNING AT THE TPOB OF THE ABOVE PARCEL; THENCE NORTH 2°05'38" EAST 50 FEET; THENCE NORTH 87°52'21" EAST 60 FEET; THENCE SOUTH 2°05'38" WEST 50 FEET; THENCE SOUTH 87°52'21" WEST TO THE TPOB.

ALSO EXCEPT: A PARCEL OF LAND LOCATED IN THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 14, AND THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 15, TOWNSHIP 7 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ECS 

First American Title Company

File No.: 505239-P (ci)

Date: July 31, 2014

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 14, THENCE NORTH 0°22'48" EAST ALONG THE WEST LINE OF SAID SECTION 14 106.89 FEET TO THE POINT OF BEGINNING; THENCE NORTH 80°30'47" WEST 117.15 FEET, RECORDED AS NORTH 79°55'20" WEST 117.08 FEET; THENCE NORTH 74°51'12" WEST 316.97 FEET, RECORDED AS NORTH 74°17'50" WEST 316.81 FEET; THENCE NORTH 50°49'17" WEST 128.03 FEET TO THE EAST RIGHT OF WAY LINE OF RAPID CREEK ROAD, RECORDED AS NORTH 50°16'10" WEST 128.67 FEET; THENCE NORTH 38°17'11" EAST ALONG SAID RIGHT OF WAY LINE 365.88 FEET; THENCE 106.76 FEET ALONG SAID RIGHT OF WAY LINE ON A CURVE TO THE LEFT, SAID CURVE HAVING A DELTA OF 13°50'34" AND A RADIUS OF 441.89 FEET; THENCE NORTH 24°26'37" EAST ALONG SAID EAST RIGHT OF WAY LINE 563.97 FEET; THENCE 32.11 FEET ALONG SAID RIGHT OF WAY ON A CURVE TO THE LEFT, SAID CURVE HAVING A DELTA OF 2°50'52" AND A RADIUS OF 645.96 FEET TO THE WEST SECTION LINE OF SECTION 14; THENCE SOUTH 0°22'48" WEST ALONG SAID SECTION LINE 881.02 FEET; THENCE NORTH 89°16'14" EAST ALONG A LINE PARALLEL WITH AND 330.00 FEET NORTH OF THE SOUTH LINE OF SECTION 14 325.00 FEET TO THE CENTERLINE OF RAPID CREEK; THENCE SOUTH 40°05'45" EAST ALONG SAID CENTERLINE 45.11 FEET; THENCE SOUTH 2°05'14" WEST ALONG SAID CENTERLINE 179.85 FEET; THENCE SOUTH 87°51'57" WEST 349.18 FEET TO THE POINT OF BEGINNING.

SAID PARCEL SUBJECT TO A 50.00 FOOT WIDE ACCESS AND UTILITY EASEMENT ALONG THE SOUTH LINE OF SAID PARCEL. ANY ROAD CONSTRUCTED WITHIN SAID EASEMENT SHALL NOT EXCEED 30.00 FEET WIDE FROM SHOULDER TO SHOULDER AND THE SOUTHERLY SHOULDER SHALL BE PLACED ON THE SOUTH LINE OF SAID PARCEL.

Handwritten signatures and initials, including a large stylized signature and several smaller initials.