Form 42-248/42-1409(6) 10/07

RECEIVED

SEP 04 2009

DEPT. OF WATER RESOURCES SOUTHERN REGION

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

Please print or type. Attach pages with additional information. Instructions are included at the end of this form. Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case IDWR will produce new water right number(s) for the split(s).

	Water Right No(s)	Adjudication Claim No(s)	Split(s)		Water Right No(s)	Adjudication Claim No(s)	Split(s)
AJ	37-11749 PR			PR	37-20621		
AJ	37-11750 PR				37-11747 - not appurtenant		x
AJ	37-11751 PR				37-02556 - parent of 37-20621		x
AJ	37-11752 PR				37-07817 - parent of 37-20619		x
PD	37-11758						
AJ	37-20619 PR						

2. The following **REQUIRED** information must be submitted with this form:

SUPPORT DATA IN FILE # 37-11749

A. The appropriate **FILING FEE.** See instructions for fee amounts. $250.00

B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION.**

C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions): **PLAT OF PROPERTY** or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are on file with the county Planning and Zoning or Recorder's Office).

OR

D. If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency or equivalent **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The AERIAL PHOTO should be submitted in place of the PLAT OF PROPERTY or SURVEY MAP.

3. Name and Address of Former Owner/Claimant(s): Household Finance Corporation
577 Lamont Road
Elmhurst, IL 60126

4. New Owner/Claimant(s): Helen H. Bond, an unmarried woman
Name Connector (Check one): [ ] and, [ ] or, [ ] and/or

New Mailing Address: 120 Baseline Road

City, State and ZIP Code: Bellevue, ID 83313

New Telephone Number: (208) 788-1205 Email: bluewatersailing45@gmail.

SCANNED

SEP 30 2009

5. Date you acquired the property August 21, 2009

6. **If the change in ownership affects the entire water right for each water right or adjudication claim number listed in line 1, then skip this line and go to line 7.** If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (you may copy this page, if necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT
(If the right will not be split, skip this area and proceed to line 7)

Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

7. **Signature(s) of New Owner(s) or Claimant(s)** Helen H. Bond
(title if applicable)
(title if applicable)

IT IS IMPORTANT TO FILE THIS COMPLETED FORM AT THE APPROPRIATE IDWR OFFICE, WITH PAYMENT OF THE FILING FEE AND THE OWNERSHIP DOCUMENT(S), AS REFERRED TO IN LINE 2.

For IDWR Office Use Only:

Received by BW	Date 9/4/09	Receipt Amt. $250
Receipted by BW	Date 9/4/09	Receipt No. 5031094
Processed by _____ AJ	Date _____	WR _____ Date _____

DE

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37-11752			37-07817 - parent of 37-20619		x
37-11758					
37-20619					

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   Name Connector (Check one): [ ] and, [ ] or, [ ] and/or

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Domestic		
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Totals		
Water Right and/or Adjudication Claim Number		
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Stock		
Domestic		
Other		
Totals		
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(title if applicable)

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For IDWR Office Use Only:

Received by BW	Date 9/4/09	Receipt Amt. $250
Receipted by BW	Date 9/4/09	Receipt No. 5031094
Processed by _____ AJ	Date _____	WR _____ Date _____

Instrument # 570438
HAILEY, BLAINE, IDAHO
08-21-2008 14:40:28 No. of Pages: 4
Recorded for: FIRST AMERICAN TITLE COMPANY KETC
Ex-Officio Recorder Deputy: AR
Electronically Recorded by Simplifile

AFTER RECORDING MAIL TO:

Helen H. Bond
~~120 Baseline Rd~~ 104 South Cove Lane
~~Bellevue, ID 83313~~ Hailey, ID 83333

309655

SPECIAL CORPORATE WARRANTY DEED

FOR VALUE RECEIVED,

Household Finance Corporation, organized and existing under the laws of the United States of America a corporation duly organized and existing under the laws of the State of DE, grantor, does hereby Grant, Bargain, Sell and Convey unto

Helen H. Bond, an unmarried person

whose address is: ~~120 Baseline Rd, Bellevue, ID 83313~~ 104 South Cove Lane, Hailey, ID 83333
grantee, the following described real estate, to-wit:

LEGAL DESCRIPTION: Real property in the County of Blaine, State of Idaho, described as follows:

TOWNSHIP 1 SOUTH, RANGE 19 EAST, BOISE MERIDIAN, BLAINE COUNTY, IDAHO.

SECTION 6: A PARCEL OF LAND IN THE EAST HALF OF SAID SECTION, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8" REBAR BY P.L.S. 792, MARKING THE NORTH QUARTER CORNER OF SAID SECTION 6, SAID POINT ALSO BEING THE REAL POINT OF BEGINNING; THENCE NORTH 89° 42' 49" EAST, 861.45 FEET ALONG THE NORTH BOUNDARY OF SAID SECTION 6 TO A 5/8" REBAR BY P.L.S. 792; THENCE
SOUTH 00° 09' 41" EAST, 755.86 FEET TO A 5/8" REBAR BY P.L.S. 792; THENCE
SOUTH 89° 42' 45" WEST, 867.48 FEET TO A 5/8" REBAR BY P.L.S. 792 ON THE WEST BOUNDARY OF THE SOUTHEAST QUARTER OF SAID SECTION 6; THENCE
NORTH 00° 17' 45" EAST, 755.92 FEET TO THE REAL POINT OF BEGINNING.
(TAX LOT NO. 7675)

EXCEPTING THEREFROM THE RIGHT OF WAY OF BASELINE ROAD AND SCHOESSLER LANE.

APN:

SUBJECT TO current years taxes, irrigation district assessment, public utility easements, subdivision restrictions and U.S. patent reservations.

TO HAVE AND TO HOLD The said premises, with their appurtenances unto the said Grantee, his heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that it is the owner in a fee simple of said premises; that they are free from all encumbrances and that it will warrant and defend the same from all lawful claims whatsoever, except as to the reservations from and exceptions to warranty when the claim is by, through or under Grantor, but not otherwise.

IN WITNESS WHEREOF, The Grantor, pursuant to a resolution of its Board of Directors has caused its corporate name to be hereunto subscribed by its President this **Nineteenth day of August, 2009**.

Household Finance Corporation

By: Authorized Signature, Title

Maria I. Ortega
Asst. Vice President

STATE OF _____)
ss.
COUNTY OF _____)

On this _____ day of **August, 2009** , before me, a Notary Public in and for said State, personally appeared _____, known or identified to me to be the _____ of the corporation that executed the within instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

_____
Notary Public for the State of _____
Residing at: _____, ____
My Commission Expires: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Los Angeles }
On Aug 19, 2009 (Date) before me, C M Pankonin (Here Insert Name and Title of the Officer),
personally appeared Maria I Ortega (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

C. M. PANKONIN
Commission # 1821243
Notary Public - California
Los Angeles County
My Comm. Expires Nov 1, 2012

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature C M Pank (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Top of thumb here

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

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2

Instrument # 570439
HAILEY, BLAINE, IDAHO
08-21-2009 14:40:26 No. of Pages: 3
Recorded for: FIRST AMERICAN TITLE COMPANY KETC
JOLYNN DRAGE Fee: $9.00
Ex-Officio Recorder Deputy: AR
Electronically Recorded by Simplifile

309655

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Kneeland, Korb, Collier & Legg
P.O. Box 249
Ketchum, ID 83340-0249
KKCL File No.

(Space above line for Recorder's Use)

QUITCLAIM DEED

FOR VALUE RECEIVED Household Finance Corporation, a _____ corporation, as Grantor, and pursuant to authority given the Board of Directors of such corporation, does hereby convey, release, remise and forever quitclaim unto Helen H. Bond, an unmarried woman, whose address is 104 South Cove Lane, Hailey, Idaho 83333, as Grantee, and to Grantee's heirs, successors and assigns forever the following Idaho Department of Water Resources, Water Rights Numbers 37-11749; 37-11750; 37-11751; 37-11752; 37-11758; 37-20619 and 37-20621 appurtenant to Real Property described on Exhibit A, attached hereto and by this reference made a part hereof:

IN WITNESS WHEREOF, Grantor has hereunto subscribed its name to this instrument this 19 day of August, 2009.

HOUSEHOLD FINANCE CORPORATION

By _____, Its _____

Maria I. Ortega
Asst. Vice President

STATE OF IDAHO)
) ss
County of Blaine)

On this _____ day of August, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, known to me to be the _____ of Household Finance Corporation, a _____ corporation, signer of the foregoing instrument, who duly acknowledged to me that s/he executed the same on behalf of said corporation.

WITNESS my hand and seal the day and year in this certificate first above written.

_____
Notary Public for Idaho
Residing at _____
Commission Expires _____

(Seal)

F:\WPDATA\Real\wk\mise\bond.quitclaim deed.wpd

EXHIBIT "A"

TOWNSHIP 1 SOUTH, RANGE 19 EAST, BOISE MERIDIAN, BLAINE COUNTY, IDAHO.

SECTION 6: A PARCEL OF LAND IN THE E1/2 OF SAID SECTION MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a 5/8" rebar by P.L.S. 792, marking the N1/4 corner of said SECTION 6, said point also being the REAL POINT OF BEGINNING; thence N. 89°42'49" E., 861.45 feet along the north boundary of said Section 6 to a 5/8" rebar by P.L.S. 792;
THENCE S. 00°09'41" E., 755.86 feet to a 5/8" rebar by P.L.S. 792;
THENCE S. 89°42'45" W., 867.48 feet to a 5/8" rebar by P.L.S. 792 on the West boundary of the SE1/4 of said Section 6;
THENCE N. 00°17'45" E., 755.92 feet to the REAL POINT OF BEGINNING.
(Tax Lot No. 7675)

Excepting therefrom the right of way of Baseline Road and Schoessler Lane.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Los Angeles

On Aug 19, 2009 (Date) before me, C M Pankonin (Here Insert Name and Title of the Officer)

personally appeared Maria J. Ortega (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

C. M. PANKONIN
Commission # 1821243
Notary Public - California
Los Angeles County
My Comm. Expires Nov 1, 2012

Place Notary Seal Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Signature of Notary Public)

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Top of thumb here

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☐ Partner — ☐ Limited ☐ General
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Signer Is Representing: _____

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© 2007 National Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 • www.NationalNotary.org Item #5907 Reorder: Call Toll-Free 1-800-876-6827

First American Title Company
120 Second Ave. North/P O Box 7999, Ketchum, ID 83340
Phone (208)726-5688 - Fax (208)726-3567

Escrow Officer: -
Title Officer: Basil Service - bservice@firstamholding.com

To: **Sun Land Investments, Inc.**
PO Box 880
Bellevue, ID 83313

Order No.: **309655K**

Attn:

Your Ref:

Re: Property Address: **120 Baseline Road, Blaine County, ID 83313**

COMMITMENT FOR TITLE INSURANCE

Issued by

FIRST AMERICAN TITLE INSURANCE COMPANY

Agreement to Issue Policy

We agree to issue a policy to you according to the terms of this Commitment.

When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.
The Requirements in Schedule B-I.
The Exceptions in Schedule B-II.
The Conditions.

This Commitment is not valid without Schedule A and Section 1 and 2 of Schedule B.

First American Title Insurance Company

BY PRESIDENT

ATTEST SECRETARY

Countersigned
First American Title Company

ALTA Plain Language Commitment Form

INFORMATION

The Title Insurance Commitment is a legal contract between you and the Company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy form, if you ask.

The Policy contains an arbitration clause. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or you as the exclusive remedy of the parties. You may review a copy of the abritration rules at http://www.alta.org/.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT. YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.

TABLE OF CONTENTS

Page

AGREEMENT TO ISSUE POLICY

SCHEDULE A
1. Commitment Date
2. Polices to be Issued, Amounts and Proposed Insureds
3. Interest in the Land and Owner
4. Description of the Land

SCHEDULE B-I -- REQUIREMENTS

SCHEDULE B-II -- EXCEPTIONS

CONDITIONS

FIRST COMMITMENT
SCHEDULE A

1. Commitment Date : **August 05, 2009** at **7:30 A.M.**

2. Policy or Policies to be issued:

	Policy Amount	Premium Amount
Owner's Policy Standard Owner's Policy (6/17/06) Form 1402-06 with applied credit of	**$360,000.00**	**$1,474.00** **$None Available**
Proposed Insured: **Helen H. Bond and Andrea Adams**		
Loan Policy Loan Policy (06/17/06) Form 1056-06 with applied credit of	**$0.00**	**$** **$None Available**
Proposed Insured:		
Endorsements:		**$**

3. A fee simple interest in the land described in this Commitment is owned, at the Commitment Date by:

   Household Finance Corporation

4. The land referred to in this Commitment is described as follows:

   TOWNSHIP 1 SOUTH, RANGE 19 EAST, BOISE MERIDIAN, BLAINE COUNTY, IDAHO.

   SECTION 6: A PARCEL OF LAND IN THE E1/2 OF SAID SECTION, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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   (TAX LOT NO. 7675)

   EXCEPTING THEREFROM THE RIGHT OF WAY OF BASELINE ROAD AND SCHOESSLER LANE.

   Commonly known as: 120 Baseline Road, Blaine County, ID 83313

SCHEDULE B-SECTION I

REQUIREMENTS

The following requirements must be met:

(a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.

(b) Pay us the premiums, fees and charges for the policy.

(c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.

(d) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.

(e) Release(s) or Reconveyance(s) of items(s) **as meets lender's / buyer's requirements..**

(f) If any document in the completion of this transaction is to be executed by an attorney-in-fact, the Power of Attorney must be submitted for review prior to closing.

(g) Idaho Code §31 3504 permits the state or counties that provide indigent medical assistance to a lien upon real property of the person provided assistance. We require the attached affidavit to be completed prior to recording to eliminate an exception to such lien.

(h) Pursuant to chapter 10, title 55, Idaho code, we will require that both incoming owner spouses execute any forthcoming mortgage, or we must be furnished satisfactory proof that; (1) the subject property is not their principal residence, (2) the land is not claimed as homestead and the address of their principal residence, or (3) proof that the incoming owner is not married.

(i) In order to release exceptions Nos: 9 and 10 this office will require reconveyances of said documents.

SCHEDULE B -SECTION II
EXCEPTIONS

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

PART I:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.

3. Easements, claims of easement or encumbrances which are not shown by the public records.

4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the public records.

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

6. Any liens, or rights to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

7. 2009 taxes are an accruing lien, not yet due and payable until the fourth Monday in November of the current year. The first one-half is not delinquent until after December 20 of the current year, the second one-half is not delinquent until after June 20 of the following year.
Taxes which may be assessed and entered on the property roll for 2009 with respect to new improvements and first occupancy, which may be included on the regular property, which are an accruing lien, not yet due and payable.

   General taxes as set forth below. Any amounts not paid when due will accrue penalties and interest in addition to the amount stated herein:

Year	Original Amount	Amount Paid	Parcel Number
2008	$925.16	$925.16	01S190061120

   Homeowners Exemption is in effect for 2008.
   Circuit breaker is not in effect for 2008.

8. Matters contained in that certain survey, recorded June 22, 2000, as Instrument No. 440441, records of Blaine County, Idaho.

9. Deed of Trust dated June 9, 2003, to secure an original indebtedness of $454,737.09, and any other amounts and/or obligations secured thereby
Recorded: June 13, 2003, as Instrument No. 485544
Grantor: Robert B. Hoffman and Sally J. Hoffman, husband and wife
Trustee: First American Title Company
Beneficiary: Household Finance Corporation

By instrument recorded as Instrument No. 568624, the original trustee in said deed of trust has resigned, and a successor trustee Alliance Title & Escrow Corp has been appointed.

Estoppel Affidavit, recorded June 24, 2009, as Instrument No. 568626.

Estoppel Certificate, recorded June 24, 2009, as Instrument No. 568267.

10. Deed of Trust dated October 20, 2005, to secure an original indebtedness of $151,100.00, and any other amounts and/or obligations secured thereby
Recorded: October 21, 2005, as Instrument No. 527816
Grantor: Robert B. Hoffman and Sally J. Hoffman, husband and wife
Trustee: First American Title Company
Beneficiary: Household Finance Corporation III

Estoppel Affidavit, recorded June 24, 2009, as Instrument No. 568626.

Estoppel Certifiacat, recorded June 24, 2009, as Instrument No. 568267.

NOTE: The foregoing numbered exceptions (1-6) may be eliminated in an ALTA Extended or EAGLE Coverage Policy.

INFORMATIONAL NOTES

A. **In addition to standard County recording fees, an electronic filing fee of $5.00 per document will be charged.**

B. Pursuant to the State of Idaho Insurance Regulations: A cancellation fee will be charged on all cancelled orders, unless notified to the contrary, all orders shall be cancelled and a billing sent within 6 months of the effective date on the commitment.

CONDITIONS

1. **DEFINITIONS**
(a)"Mortgage" means mortgage, deed of trust or other security instrument.
(b)"Public Records" means title records that give constructive notice of matters affecting your title according to the state statutes where the land is located.

2. **LATER DEFECTS**
The Exceptions in Schedule B - Section II may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attach between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section I are met. We shall have no liability to you because of this amendment.

3. **EXISTING DEFECTS**
If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. **LIMITATION OF OUR LIABILITY**
Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

Comply with the Requirements shown in Schedule B - Section I
or
Eliminate with our written consent any Exceptions shown in Schedule B - Section II.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. **CLAIMS MUST BE BASED ON THIS COMMITMENT**
Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this commitment and is subject to its terms.