

RECEIVED

NOV 13 2006

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

DEPARTMENT OF
WATER RESOURCES

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, if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
PD 85-11194					
PD 85-11197					

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

- A. The appropriate FILING FEE. See instructions for fee amounts.
- 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 usually attached to your deed or on file with the county).

OR

If your water right(s) and/or adjudication claim(s) are for ten or more acres of irrigation, you must submit a USDA Farm Service Agency 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)

Lois J. Moody

1120 9th St., Lewiston, ID

4. New Owner/Claimant(s)

Penny Deyo, Ken & Stacy Silva

Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

New Mailing Address

20289 Big Canyon Rd.

City, State and ZIP Code

Peck, ID 83545

New Telephone Number

(208) 486-9991

486-6402

5. Date you acquired the property

March 1, 2005

SUPPORT DATA

IN FILE # 85-11194

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 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 (one water right per box, you may copy this page as 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(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number <u>N/A</u>		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number <u>N/A</u>		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

7. Signature of New Owner(s) or Claimant(s)
(include title if applicable)

Penny J. Sejo, Manager/Owner

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.

For Office Use Only

Received by [Signature]

Date 10/31/06

Fee 2 x 25 = \$50⁰⁰

Received by [Signature]

Date 10/31/06

Receipt No. N017988

Processed by _____

AJ Date _____

WR _____

Date _____

WARRANTY DEED

LOIS J. MOODY, a unmarried woman, hereinafter called the Grantor, in and for good and valuable consideration, the receipt of which is hereby acknowledged, do hereby GRANT, CONVEY, and WARRANT to PENNY J. DILLARD, a single woman, and KENNETH A. SILVA and STACY J. SILVA, husband and wife, whose address is Post Office Box 61, Peck, Idaho 83544, hereinafter called the Grantees, the following described real property described as follows:

SITUATE IN THE COUNTY OF NEZ PERCE, STATE OF IDAHO, to-wit:

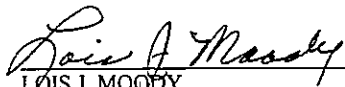
A parcel of land situate in Government Lot 6, Section 3, Township 36 North, Range 1 West of the Boise Meridian, Nez Perce County, State of Idaho, lying West of Big Canyon Creek, South of the right of way of State Highway 12, East of the West boundary of said Government Lot 6, and North of the following described agreement line:

Commencing at a brass cap monument marking the East $\frac{1}{4}$ corner of said Section 3, from which point, a Brass cap monument marking the Northeast corner of said Section 3 bears North $00^{\circ}03'02''$ West a distance of 2690.80 feet; thence North $53^{\circ}36'00''$ West a distance of 1170.15 feet to a set $\frac{5}{8}''$ diameter x 30" long rebar with a PLS 9165 cap marking the point of intersection of an existing East/West fence and the estimated Westerly mean high water line of Big Canyon Creek, said point also being the **TRUE POINT OF BEGINNING** of an agreement line; thence, following along an existing fence, North $86^{\circ}06'17''$ West a distance of 128.60 feet; thence, continuing along said fence line, North $86^{\circ}39'41''$ West a distance of 90.08 feet; thence, continuing along said fence line, North $86^{\circ}29'30''$ West a distance of 49.80 feet to a set $\frac{5}{8}''$ diameter x 30" long rebar with a PLS 9165 cap marking the point of intersection of the subject fence (generally running East/West) with a fence running to the South; thence, continuing along said fence line, North $89^{\circ}30'06''$ West a distance of 42.97 feet; thence, continuing along said fence line, North $89^{\circ}58'32''$ West a distance of 60.5 feet to a set $\frac{5}{8}''$ diameter x 30" long rebar with a PLS 9165 cap marking a point where the fence changes course and runs to the South; thence South $00^{\circ}05'19''$ West a distance of 79.80 feet to a set $\frac{5}{8}''$ diameter x 30" long rebar with a PLS 9165 cap marking a point where the fence changes course and runs to the West; thence, continuing along said fence line, North $88^{\circ}59'50''$ West a distance of 15.58 feet; thence, continuing along the bearing of said fence line of North $85^{\circ}59'50''$ West to the West boundary of Government Lot 6, which is undetermined by survey, and the **POINT OF TERMINUS** of this agreement line.

Subject to any easements, recorded, unrecorded, written, or unwritten.

TO HAVE AND TO HOLD the said premises with their appurtenances, unto the said Grantees and to the Grantees' heirs and assigns forever. And the Grantor does hereby covenant to and with the Grantees, that the described real property is free from all encumbrances, except as above described, and that Grantor will warranty and forever defend the title thereto against all lawful claims and demands whatsoever.

DATED this 1st day of April, 2005.


LOIS J. MOODY

WARRANTY DEED...

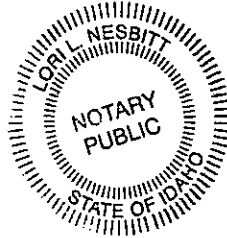
MARK S. SNYDER, P.C.
418 Bryan Drive
PO Box 626
Kamiah, Idaho 83536
Telephone: (208) 935-2001
Facsimile: (208) 935-2007

STATE OF IDAHO)
 County of Nez Perce) ss.

On this 4th day of April, 2005, before me, the undersigned notary public, personally appeared LOIS J. MOODY, an unmarried woman, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

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

(NOTARY SEAL)



[Signature]
 NOTARY PUBLIC FOR IDAHO
 Residing at: Newistan ID
 Commission expires: 5-16-08

716384
 6.00 REG. BY LAND TITLE
 2005 APR 14 P 3:50
 FATTY O. WEEKS
 RECORDER, NEZ PERCE CO ID
 BY Rhewie DEPUTY

READ AND APPROVED

[Signature]
[Signature]

WARRANTY DEED...

MARK S. SNYDER, P.C.
 418 Bryan Drive
 PO Box 626
 Kamiah, Idaho 83536
 Telephone: (208) 935-2001
 Facsimile: (208) 935-2007

**CORRECTION TO DEED OF TRUST AND ASSIGNMENT, ASSUMPTION AND
NOTE MODIFICATION AGREEMENT**

WHEREAS, LOIS J. MOODY and MICHAEL MOODY, were the Grantors and Makers in that certain Deed of Trust and Deed of Trust Note ("Note") dated June 23, 1999, CLEARWATER COUNTY LAND TITLE COMPANY, therein designated as Trustee, and FLOYD HARVEY, a married man dealing with his sole and separate property, therein designated as Beneficiary, which Deed of Trust was recorded June 23, 1999 as Instrument No. 645521, records of the County Recorder of Nez Perce County, Idaho, and

WHEREAS, FLOYD HARVEY, assigned his beneficial interest in the above Deed of Trust and Deed of Trust Note to FRANK B. CLARK and JANET CLARK, husband and wife, by an Assignment of Deed of Trust recorded on the records of the County Recorder of Nez Perce County, State of Idaho as Instrument No. 663788;

WHEREAS, the Deed of Trust and Note were assigned to and assumed by PENNY J. DILLARD, KENNETH A. SILVA, and STACEY J. SILVA, husband and wife, by Assignment, Assumption and Note Modification Agreement, dated March 1, 2005, recorded May 10th, 2005, as Instrument No. 717338 records of the County Recorder of Nez Perce County, Idaho.

WHEREAS, said Deed of Trust and said assignments of the Deed of Trust bear incorrect legal descriptions as follows:

SITUATE IN THE COUNTY OF NEZ PERCE, STATE OF IDAHO, to-wit:

Parcel No. 1:

Beginning at a point on the south right of way line of the Lewis and Clark Highway, which point bears East 40.1 feet and North 915.4 feet of the Southwest corner of Government Lot 6 of Section 3, Township 36 North, Range 1 West of the Boise Meridian; thence South 150 feet; thence East 400 feet more or less to the West bank of Big Canyon Creek; thence Northerly along the West bank of Big Canyon Creek to the South right of way line of Lewis and Clark Highway; thence in a Westerly direction along said right of way line to the Point of Beginning.

Parcel No. 2:

Beginning at the Southwest corner of G.L.O. Lot 6, Section 3, Township 36 North, Range 1 West of the Boise Meridian, which said point is 20 chains North 89 degrees 42' West of the East Quarter corner of the said Section 3, which is common to said Section 3 only; thence North 921.8 feet along said West line of said Government Lot 6 to the South boundary line of the Lewis-Clark Highway; thence Easterly along said South boundary line of said highway to a point 40.0 feet East of the West line of said Government Lot 6; thence South 00 degrees 921.4 feet more or less to the South line of said Government Lot 6; thence North 89 degrees 42' West to the Point of Beginning.

EXCEPTING THEREFROM:

Beginning at the Southwest corner of Government Lot 6, Section 3, Township 36 North, Range 1 West of the Boise Meridian, marked by an iron bar 5/8" in diameter; thence North 0 degrees 49'16" West 588.51 feet along the West line of Government Lot 6; thence North 89 degrees 10'44" East 40.10 feet; thence South 0 degrees 49'16" East 588.51 feet to a point on the South line of said Government Lot 6; thence South 89 degrees 10'44" West 40.10 feet to the Point of Beginning.

Parcel No. 3:

Commencing at the 5/8-inch round iron bar marking the Southwest corner of Government Lot 6, Section 3, Township 36 North, Range 1 west of the Boise Meridian; thence North 89°10'44" East 40.10 feet along the South line of the said Lot 6; thence North 0°49'16" West 664.64 feet along a line parallel to the West line of said Lot 6 to the POINT OF BEGINNING; thence North 89°10'44" East 375.35 feet; thence North 8°20'43" West 38.33 feet; thence South 89°10'44" West 370.33 feet; thence South 0°49'16" East 38.00 feet to the POINT OF BEGINNING.

The Deed of Trust and assignments described above are hereby corrected to bear the correct legal description, which reads as follows:

A parcel of land situate in Government Lot 6, Section 3, Township 36 North, Range 1 West of the Boise Meridian, Nez Perce County, State of Idaho, lying West of Big Canyon Creek, South of the right of way of State Highway 12, East of the West boundary of said Government Lot 6, and North of the following described agreement line:

Commencing at a brass cap monument marking the East $\frac{1}{4}$ corner of said Section 3, from which point, a Brass cap monument marking the Northeast corner of said Section 3 bears North $00^{\circ}03'02''$ West a distance of 2690.80 feet; thence North $53^{\circ}36'00''$ West a distance of 1170.15 feet to a set $\frac{5}{8}$ " diameter x 30" long rebar with a PLS 9165 cap marking the point of intersection of an existing East/West fence and the estimated Westerly mean high water line of Big Canyon Creek, said point also being the **TRUE POINT OF BEGINNING** of an agreement line; thence, following along an existing fence, North $86^{\circ}06'17''$ West a distance of 128.60 feet; thence, continuing along said fence line, North $86^{\circ}39'41''$ West a distance of 90.08 feet; thence, continuing along said fence line, North $86^{\circ}29'30''$ West a distance of 49.80 feet to a set $\frac{5}{8}$ " diameter x 30" long rebar with a PLS 9165 cap marking the point of intersection of the subject fence (generally running East/West) with a fence running to the South; thence, continuing along said fence line, North $89^{\circ}30'06''$ West a distance of 42.97 feet; thence, continuing along said fence line, North $89^{\circ}58'32''$ West a distance of 60.5 feet to a set $\frac{5}{8}$ " diameter x 30" long rebar with a PLS 9165 cap marking a point where the fence changes course and runs to the South; thence South $00^{\circ}05'19''$ West a distance of 79.80 feet to a set $\frac{5}{8}$ " diameter x 30" long rebar with a PLS 9165 cap marking a point where the fence changes course and runs to the West; thence, continuing along said fence line, North $88^{\circ}59'50''$ West a distance of 15.58 feet; thence, continuing along the bearing of said fence line of North $85^{\circ}59'50''$ West to the West boundary of Government Lot 6, which is undetermined by survey, and the **POINT OF TERMINUS** of this agreement line.

Subject to any easements, recorded, unrecorded, written, or unwritten.

All other terms and conditions of said Deed of Trust and Note above described shall be in full force and effect and the priority established by the Deed of Trust recording date of June 23, 1999 shall not be affected by this correction of the legal description.

DATED this 11th day of April, 2005.

PENNY J. DILLARD

Lois J. Moody
LOIS J. MOODY

KENNETH A. SILVA

STACY J. SILVA

Frank B. Clark
FRANK B. CLARK

STATE OF WASHINGTON)

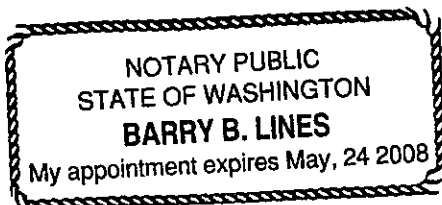
County of Spokane) ss.

On this 11th day of April, 2005, before me, a Notary Public in and for the State of Idaho, personally appeared FRANK B. CLARK, a widow, known or identified to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same.

SUBSCRIBED and SWORN to before me this 11th day of April, 2005.

(NOTARY PUBLIC)

Barry B. Lines
Notary Public Spokane WA
Commission expires: 5/24/08



A parcel of land situate in Government Lot 6, Section 3, Township 36 North, Range 1 West of the Boise Meridian, Nez Perce County, State of Idaho, lying West of Big Canyon Creek, South of the right of way of State Highway 12, East of the West boundary of said Government Lot 6, and North of the following described agreement line:

Commencing at a brass cap monument marking the East $\frac{1}{4}$ corner of said Section 3, from which point, a Brass cap monument marking the Northeast corner of said Section 3 bears North $00^{\circ}03'02''$ West a distance of 2690.80 feet; thence North $53^{\circ}36'00''$ West a distance of 1170.15 feet to a set $\frac{5}{8}$ " diameter x 30" long rebar with a PLS 9165 cap marking the point of intersection of an existing East/West fence and the estimated Westerly mean high water line of Big Canyon Creek, said point also being the TRUE POINT OF BEGINNING of an agreement line; thence, following along an existing fence, North $86^{\circ}06'17''$ West a distance of 128.60 feet; thence, continuing along said fence line, North $86^{\circ}39'41''$ West a distance of 90.08 feet; thence, continuing along said fence line, North $86^{\circ}29'30''$ West a distance of 49.80 feet to a set $\frac{5}{8}$ " diameter x 30" long rebar with a PLS 9165 cap marking the point of intersection of the subject fence (generally running East/West) with a fence running to the South; thence, continuing along said fence line, North $89^{\circ}30'06''$ West a distance of 42.97 feet; thence, continuing along said fence line, North $89^{\circ}58'32''$ West a distance of 60.5 feet to a set $\frac{5}{8}$ " diameter x 30" long rebar with a PLS 9165 cap marking a point where the fence changes course and runs to the South; thence South $00^{\circ}05'19''$ West a distance of 79.80 feet to a set $\frac{5}{8}$ " diameter x 30" long rebar with a PLS 9165 cap marking a point where the fence changes course and runs to the West; thence, continuing along said fence line, North $88^{\circ}59'50''$ West a distance of 15.58 feet; thence, continuing along the bearing of said fence line of North $85^{\circ}59'50''$ West to the West boundary of Government Lot 6, which is undetermined by survey, and the POINT OF TERMINUS of this agreement line.

Subject to any easements, recorded, unrecorded, written, or unwritten.

All other terms and conditions of said Deed of Trust and Note above described shall be in full force and effect and the priority established by the Deed of Trust recording date of June 23, 1999 shall not be affected by this correction of the legal description.

DATED this 5th day of April 2005.

PENNY J. DILLARD

LOIS J. MOODY

Kenneth A. Silva
KENNETH A. SILVA

Stacy J. Silva
STACY J. SILVA

FRANK B. CLARK

CORRECTION

A parcel of land situate in Government Lot 6, Section 3, Township 36 North, Range 1 West of the Boise Meridian, Nez Perce County, State of Idaho, lying West of Big Canyon Creek, South of the right of way of State Highway 12, East of the West boundary of said Government Lot 6, and North of the following described agreement line:

Commencing at a brass cap monument marking the East $\frac{1}{4}$ corner of said Section 3, from which point, a Brass cap monument marking the Northeast corner of said Section 3 bears North $00^{\circ}03'02''$ West a distance of 2690.80 feet; thence North $53^{\circ}36'00''$ West a distance of 1170.15 feet to a set $\frac{5}{8}$ " diameter x 30" long rebar with a PLS 9165 cap marking the point of intersection of an existing East/West fence and the estimated Westerly mean high water line of Big Canyon Creek, said point also being the **TRUE POINT OF BEGINNING** of an agreement line; thence, following along an existing fence, North $86^{\circ}06'17''$ West a distance of 128.60 feet; thence, continuing along said fence line, North $86^{\circ}39'41''$ West a distance of 90.08 feet; thence, continuing along said fence line, North $86^{\circ}29'30''$ West a distance of 49.80 feet to a set $\frac{5}{8}$ " diameter x 30" long rebar with a PLS 9165 cap marking the point of intersection of the subject fence (generally running East/West) with a fence running to the South; thence, continuing along said fence line, North $89^{\circ}30'06''$ West a distance of 42.97 feet; thence, continuing along said fence line, North $89^{\circ}58'32''$ West a distance of 60.5 feet to a set $\frac{5}{8}$ " diameter x 30" long rebar with a PLS 9165 cap marking a point where the fence changes course and runs to the South; thence South $00^{\circ}05'19''$ West a distance of 79.80 feet to a set $\frac{5}{8}$ " diameter x 30" long rebar with a PLS 9165 cap marking a point where the fence changes course and runs to the West; thence, continuing along said fence line, North $88^{\circ}59'50''$ West a distance of 15.58 feet; thence, continuing along the bearing of said fence line of North $85^{\circ}59'50''$ West to the West boundary of Government Lot 6, which is undetermined by survey, and the **POINT OF TERMINUS** of this agreement line.

Subject to any easements, recorded, unrecorded, written, or unwritten.

All other terms and conditions of said Deed of Trust and Note above described shall be in full force and effect and the priority established by the Deed of Trust recording date of June 23, 1999 shall not be affected by this correction of the legal description.

DATED this 24th day of April, 2005.

Penny J. Dillard
PENNY J. DILLARD

Lois J. Moody
LOIS J. MOODY

KENNETH A. SILVA

STACY J. SILVA

FRANK B. CLARK

INST. NO. 717339
FILED FOR RECORD
FILE 18^a REG. BY LAND TITLE

2005 MAY 10 P 1:31

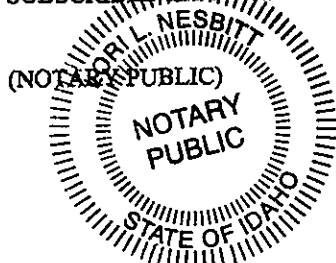
PATTY O. WEEKS
RECORDER, NEZ PERCE CO ID

BY Chad L. [Signature] DEPUTY

STATE OF IDAHO)
) ss.
 County of Nez Perce)

On this 15 day of April, 2005, before me, a Notary Public in and for the State of Idaho, personally appeared LOIS J. MOODY, an unmarried woman, known or identified to me to be the person who executed the foregoing instrument and acknowledged to me that She executed the same.

SUBSCRIBED and SWORN to before me this 15 day of April, 2005.

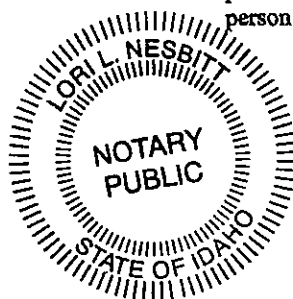


[Signature]
 Notary Public for Idaho
 Commission expires: 5-16-08

STATE OF IDAHO)
) ss.
 County of Nez Perce)

On this 29 day of April, 2005, before me, a Notary Public in and for the State of Idaho, personally appeared PENNY J. DILLARD, a single woman, known or identified to me to be the person who executed the foregoing instrument and acknowledged to me that She executed the same.

SUBSCRIBED and SWORN to before me this 29 day of April, 2005.



(NOTARY PUBLIC)

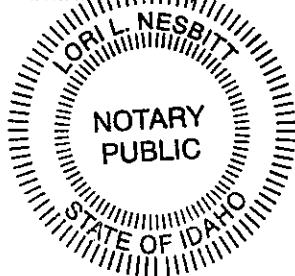
[Signature]
 Notary Public for Idaho
 Commission expires: 5-16-08

STATE OF CALIFORNIA)
) ss.
 County of Nez Perce)

On this 15 day of April, 2005, before me, a Notary Public in, personally appeared KENNETH A. SILVA and STACY J. SILVA, husband and wife, known or identified to me to be the persons who executed the foregoing instrument and acknowledged to me that they executed the same.

SUBSCRIBED and SWORN to before me this 15 day of April, 2005.

(NOTARY PUBLIC)



[Signature]
 Notary Public for Idaho
 Commission expires: 5-16-08

14467
ASSIGNMENT, ASSUMPTION AND NOTE MODIFICATION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, LOIS J. MOODY and MICHAEL MOODY, were the Grantors and Makers in that certain Deed of Trust and Deed of Trust Note ("Note") dated June 23, 1999, CLEARWATER COUNTY LAND TITLE COMPANY, therein designated as Trustee, and FLOYD HARVEY, a married man dealing with his sole and separate property, therein designated as Beneficiary, which Deed of Trust was recorded June 23, 1999 as Instrument No. 645521, records of the County Recorder of Nez Perce County, Idaho, and covers the following described real property situate and being in the County of Nez Perce, State of Idaho, to-wit:

SITUATE IN THE COUNTY OF NEZ PERCE, STATE OF IDAHO, to-wit:

Parcel No. 1:

Beginning at a point on the south right of way line of the Lewis and Clark Highway, which point bears East 40.1 feet and North 915.4 feet of the Southwest corner of Government Lot 6 of Section 3, Township 36 North, Range 1 West of the Boise Meridian; thence South 150 feet; thence East 400 feet more or less to the West bank of Big Canyon Creek; thence Northerly along the West bank of Big Canyon Creek to the South right of way line of Lewis and Clark Highway; thence in a Westerly direction along said right of way line to the Point of Beginning.

Parcel No. 2:

Beginning at the Southwest corner of G.L.O. Lot 6, Section 3, Township 36 North, Range 1 West of the Boise Meridian, which said point is 20 chains North 89 degrees 42' West of the East Quarter corner of the said Section 3, which is common to said Section 3 only; thence North 921.8 feet along said West line of said Government Lot 6 to the South boundary line of the Lewis-Clark Highway; thence Easterly along said South boundary line of said highway to a point 40.0 feet East of the West line of said Government Lot 6; thence South 00 degrees 921.4 feet more or less to the South line of said Government Lot 6; thence North 89 degrees 42' West to the Point of Beginning.

EXCEPTING THEREFROM:

Beginning at the Southwest corner of Government Lot 6, Section 3, Township 36 North, Range 1 West of the Boise Meridian, marked by an iron bar 5/8" in diameter; thence North 0 degrees 49'16" West 588.51 feet along the West line of Government Lot 6; thence North 89 degrees 10'44" East 40.10 feet; thence South 0 degrees 49'16" East 588.51 feet to a point on the South line of said Government Lot 6; thence South 89 degrees 10'44" West 40.10 feet to the Point of Beginning.

Parcel No. 3:

Commencing at the 5/8-inch round iron bar marking the Southwest corner of Government Lot 6, Section 3, Township 36 North, Range 1 west of the Boise Meridian; thence North 89°10'44" East 40.10 feet along the South line of the said Lot 6; thence North 0°49'16" West 664.64 feet along a line parallel to the West line of said Lot 6 to the POINT OF BEGINNING; thence North 89°10'44" East 375.35 feet; thence North 8°20'43" West 38.33 feet; thence South 89°10'44" West 370.33 feet; thence South 0°49'16" East 38.00 feet to the POINT OF BEGINNING.

WHEREAS, FLOYD HARVEY, assigned his beneficial interest in the above Deed of Trust and Deed of Trust Note to FRANK B. CLARK and JANET CLARK, husband and wife, by an Assignment of Deed of Trust recorded on the records of the County Recorder of Nez Perce County, State of Idaho as Instrument No. 663788;

WHEREAS, MICHAEL MOODY is now deceased and LOIS J. MOODY is the sole grantor, as sole surviving spouse;

WHEREAS, JANET CLARK is now deceased and FRANK B. CLARK is the sole beneficiary as sole surviving spouse;

WHEREAS, LOIS J. MOODY, has sold and conveyed her interest in the above described real property to PENNY J. DILLARD, a single woman and KENNETH A. SILVA and STACY J. SILVA husband and wife, whose address is Post Office Box 61, Peck, Idaho 83545, who have agreed to assume and pay the remaining balance owing under said Deed of Trust and Deed of Trust Note together with accrued

interest from the 1st day of March, 2005;

WHEREAS, the note holder, Frank B. Clark also agrees to modify the terms of the Note, which is agreeable with the above named assignees.

WHEREAS, the Beneficiary of said Deed of Trust, FRANK B. CLARK, has given his consent to the Assignment and Assumption of said Deed of Trust and Note.

AND WHEREAS, the Beneficiary, FRANK B. CLARK, hereby releases LOIS J. MOODY, from any liability of the aforementioned Deed of Trust and Deed of Trust Note and accepts PENNY J. DILLARD, a single woman and KENNETH A. SILVA and STACY J. SILVA husband and wife, as jointly and severally liable under the terms of said Deed of Trust and Note.

NOW THEREFORE, the said PENNY J. DILLARD, a single woman and KENNETH A. SILVA and STACY J. SILVA, husband and wife, hereby assume and agree to pay the balance owing on the above recited Deed of Trust and Note, from March 1, 2005. The principal balance due and owing as of the 1st day of March, 2005, being Forty Five Thousand and Thirty Four Dollars and 63/100 (\$45,034.63). The note is hereby modified to reflect an interest rate of eleven percent (11%) per annum, for a term of ten years with payment of all outstanding principal and interest due in full on March 1, 2015. Monthly payments of \$550.00 per month which, includes interest on said principal balance, shall be paid on the 1st day of each and every month hereafter until the entire amount of principal and interest shall have been paid. The next monthly payment shall be due on April 1, 2005, and shall be paid to the Clearwater County Land and Title Company. All other terms and conditions of said Deed of Trust and Note above described shall be in full force and effect.

DATED this 15th ^{MARCH} day of ~~February~~, 2005.

Penny J. Dillard
PENNY J. DILLARD

Lois J. Moody
LOIS J. MOODY

Kenneth A. Silva
KENNETH A. SILVA

Stacy J. Silva
STACY J. SILVA

Frank B. Clark
FRANK B. CLARK

INCL. NO. 717338
FILED FOR RECORD

FILE 12⁰⁰ REG. BY **LAND TITLE**

2005 MAY 10 P 1:31

PATTY O. WEEKS
RECORDER, NEZ PERCE CO ID

BY Cheryl Clark

STATE OF WASHINGTON)

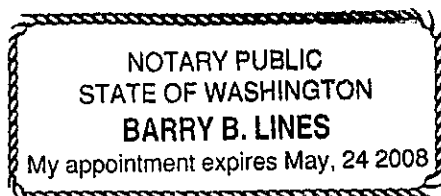
County of Spokane) ss.

On this 1st day of ~~February~~ March, 2005, before me, a Notary Public in and for the State of Idaho, personally appeared FRANK B. CLARK, a widow, known or identified to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same.

SUBSCRIBED and SWORN to before me this 1st day of ~~February~~ March, 2005.

(NOTARY PUBLIC)

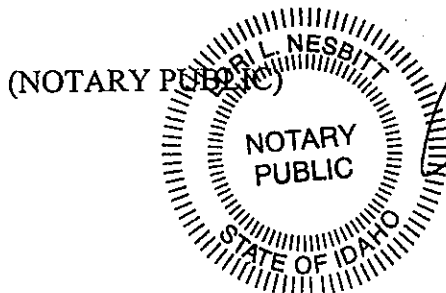
Barry B. Lines
 Notary Public
 Commission expires: 5/24/08



STATE OF IDAHO)
) ss.
County of Nez Perce)

On this 4th day of ~~February~~ ^{April}, 2005, before me, a Notary Public in and for the State of Idaho, personally appeared LOIS J. MOODY, an unmarried woman, known or identified to me to be the person who executed the foregoing instrument and acknowledged to me that She executed the same.

SUBSCRIBED and SWORN to before me this 11 day of February, 2005.

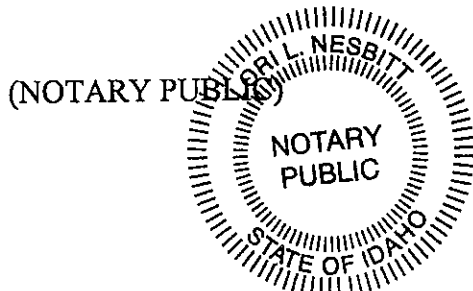


Notary Public for Idaho
Commission expires: 5-16-07

STATE OF IDAHO)
) ss.
County of Nez Perce)

On this 2nd day of February, 2005, before me, a Notary Public in and for the State of Idaho, personally appeared PENNY J. DILLARD, a single woman, known or identified to me to be the person who executed the foregoing instrument and acknowledged to me that She executed the same.

SUBSCRIBED and SWORN to before me this 2nd day of February, 2005.



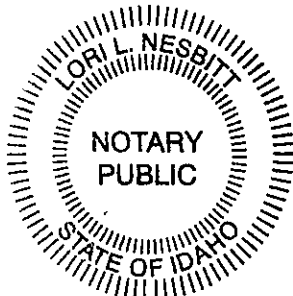
Notary Public for Idaho
Commission expires: 5-16-28

STATE OF IDAHO)
) ss.
County of Nez Perce)

On this 4th day of ~~February~~ ^{March}, 2005, before me, a Notary Public in and for the State of Idaho, personally appeared KENNETH A. SILVA and STACY J. SILVA, husband and wife, known or identified to me to be the persons who executed the foregoing instrument and acknowledged to me that they executed the same.

SUBSCRIBED and SWORN to before me this 4th day of ~~February~~ 11, 2005.

(NOTARY PUBLIC)



Notary Public for Idaho
Commission expires: 5-16-28

DEED OF TRUST NOTE

\$148,724.30
6%
20 Years

Nez Perce County, Idaho
April 1, 2005

FOR VALUE RECEIVED, in lawful money of the United States of America, we, PENNY J. DILLARD, a single woman and KENNETH A. SILVA and STACY J. SILVA, husband and wife, agree to pay to LOIS J. MOODY, or order, the sum of ONE HUNDRED and FORTY EIGHT THOUSAND and SEVEN HUNDRED AND TWENTY FOUR DOLLARS and 30/100 (\$148,724.30) with interest on the decreasing amounts thereof from the date hereof until paid at the rate of Six Percent (6%) per annum, beginning on the 1st day of March, 2005, in the manner following: In monthly installments of \$1,065.50. The first payment will be due on the 1ST day of May, 2005, and continuing on the 1ST day of each month thereafter until May 1st 2025, at which time a balloon payment of the remaining unpaid principal payments and all interest accrued thereon shall be paid in full.

The undersigned may prepay all or any portion of said note prior to the due date without penalty.

And, we further promise and agree that in case of default in the payment of the said installments when, by the terms hereof, the same shall fall due, or in case of default or failure to comply with all covenants, terms, and conditions set forth in the Deed of Trust of the same date herein, which secures the obligations set forth herein, the whole of the principal sum then remaining unpaid, together with interest that shall have accrued thereon, shall forthwith become due and payable, at the election of the holder of this Note, and in the event of a suit or action to enforce the collection of this Note, or any portion thereof, we promise and agree to pay in addition to the costs and disbursements provided by statute, a reasonable attorney's fee in said suit or action.

All payments to be made under the terms of this Deed of Trust Note shall be made through ~~Clearwater County Land Title Company, 131 Michigan Avenue, Post Office Box 549, Orofino, Idaho 83544.~~ *Land Title of Nez Perce County, 1280 Idaho St., Lewiston ID 83541*

This Deed of Trust Note is secured by a Deed of Trust bearing even date

herewith.

Penny J. Dillard
PENNY J. DILLARD

Kenneth A. Silva
KENNETH A. SILVA

Stacy J. Silva
STACY J. SILVA

DEED OF TRUST NOTE

MARK S. SNYDER, P.C.
418 Bryan Drive
P.O. Box 626
Kamiah, ID 83536
Telephone: (208) 935-2001

DEED OF TRUST

THIS DEED OF TRUST; Made this 15th day of April, 2005, BETWEEN, PENNY J. DILLARD, a single woman and KENNETH A. SILVA and STACY J. SILVA, husband and wife, whose address is Post Office Box 61, Peck, Idaho 83545, herein called GRANTOR, Clearwater County Land Title Company, herein called TRUSTEE, and LOIS J. MOODY, an unmarried woman, herein called BENEFICIARY,

WITNESSETH; That Grantor does hereby irrevocably GRANT, BARGAIN, SELL, AND CONVEY TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the County of Nez Perce, State of Idaho, described as follows and containing not more than forty acres:

A parcel of land situate in Government Lot 6, Section 3, Township 36 North, Range 1 West of the Boise Meridian, Nez Perce County, State of Idaho, lying West of Big Canyon Creek, South of the right of way of State Highway 12, East of the West boundary of said Government Lot 6, and North of the following described agreement line:

Commencing at a brass cap monument marking the East ¼ corner of said Section 3, from which point, a Brass cap monument marking the Northeast corner of said Section 3 bears North 00°03'02" West a distance of 2690.80 feet; thence North 53°36'00" West a distance of 1170.15 feet to a set 5/8" diameter x 30" long rebar with a PLS 9165 cap marking the point of intersection of an existing East/West fence and the estimated Westerly mean high water line of Big Canyon Creek, said point also being the **TRUE POINT OF BEGINNING** of an agreement line; thence, following along an existing fence, North 86°06'17" West a distance of 128.60 feet; thence, continuing along said fence line, North 86°39'41" West a distance of 90.08 feet; thence, continuing along said fence line, North 86°29'30" West a distance of 49.80 feet to a set 5/8" diameter x 30" long rebar with a PLS 9165 cap marking the point of intersection of the subject fence (generally running East/West) with a fence running to the South; thence, continuing along said fence line, North 89°30'06" West a distance of 42.97 feet; thence, continuing along said fence line, North 89°58'32" West a distance of 60.5 feet to a set 5/8" diameter x 30" long rebar with a PLS 9165 cap marking a point where the fence changes course and runs to the South; thence South 00°05'19" West a distance of 79.80 feet to a set 5/8" diameter x 30" long rebar with a PLS 9165 cap marking a point where the fence changes course and runs to the West; thence, continuing along said fence line, North 88°59'50" West a distance of 15.58 feet; thence, continuing along the bearing of said fence line of North 85°59'50" West to the West boundary of Government Lot 6, which is undetermined by survey, and the **POINT OF TERMINUS** of this agreement line.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to the confereed upon Beneficiary to collect and apply such rents, issues, and profits, For the Purpose of Securing payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by Grantor in the sum of ONE HUNDRED AND FORTY EIGHT THOUSAND and SEVEN HUNDRED AND TWENTY FOUR DOLLARS AND 30/100, (\$148,724.30), final payment due May 1, 2025, and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either of them, while record owner of present interest, for any purpose, and of any notes, drafts or other instruments, representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances or expenditures shall be optional with the Beneficiary, and provided, further, that it is the express intention of the parties to this deed of Trust that it shall stand as continuing security until paid for all such advances together with interest thereon.

A. To protect the security of this Deed of Trust, Grantor agrees:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged, or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general. Grantor further agrees to not remove any timber from said property with the exception of firewood and necessary timber to prepare a building site.
2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum in any such action or proceeding in which Beneficiary or Trustee may appear.
4. To pay: at least ten days before delinquency all taxes and assessments affecting said property, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees, and expenses of this Trust. In addition to the payments due in accordance with the terms of the note hereby secured the Grantor shall at the option, and on demand of the Beneficiary, pay each month 1/12 of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust for Grantor's use and benefit and for the payment by Beneficiary of any such items when due. Grantor's failure so to pay shall constitute a default under this trust.
5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure at six percent (6%) per annum.
6. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay purchase, contest or

DEED OF TRUST

MARK S. SNYDER, P.C.
418 Bryan Drive - PO Box 626
Kamiah, Idaho 83536
Telephone: (208) 935-2001

compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and in exercising any such powers, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay his reasonable fees.

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

3. At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey all or any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in any reconveyance executed under this deed of trust of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

5. As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Grantor the right, prior to any default by grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

6. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the recorder of each county wherein said real property or some part thereof is situated.

Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, without demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver of the purchaser its deed conveying the property so sold, but without any covenant or warranty express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiary, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at six percent (6%) per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

7. This Deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors, and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby; or if the note has been pledged, the pledgee thereof. In this deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

8. Trustee is not obligated to notify any party hereto of pending sale under any other deed of Trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee.

9. In the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the county in which the property herein described situated, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the trustee or trustees named herein.

Request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to the Grantor at his address hereinbefore set forth.

Kenneth A. Silva
KENNETH A. SILVA

Stacy J. Silva
STACY J. SILVA

Penny J. Dillard
PENNY J. DILLARD

716385
FILED FOR RECORD
900 REG. BY LAND TITLE
2005 APR 14 P 3:50
PATTY O. WEEKS
RECORDER, NEZ PERCE CO ID
BY KLewis DEPUTY

DEED OF TRUST

MARK S. SNYDER, P.C.
418 Bryan Drive - PO Box 626
Kamiah, Idaho 83536
Telephone: (208) 935-2001

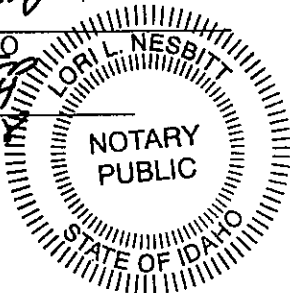
STATE OF IDAHO, COUNTY OF NEZ PERCE

On this 2 day of April, 2005,
me, a Notary Public in and for said State,
personally appeared:

Kenneth A. & Stacy J. Silva and Penny J. Dillard

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

NOTARY PUBLIC FOR IDAHO

Residing at: Lewiston IDBY Lori L. NesbittCommission expires: 5-16-08

STATE OF IDAHO, COUNTY OF

I Hereby Certify that this instrument was filed before
for record at the request of:

At _____ minutes past _____ o'clock M.,
This _____ day of _____, 2005,
In my office, and duly recorded in book of
Mortgages
at page _____

EX-OFFICIO RECORDER

DEPUTY

FEES: \$ _____
MAIL TO: _____

THE PROMISSORY NOTE OR NOTES, AND ANY EVIDENCES OF FURTHER AND/OR
ADDITIONAL ADVANCES MUST BE PRESENTED WITH THIS REQUEST

Idaho, _____, 20__.

To _____

, Trustee:

You are hereby authorized and requested to execute a reconveyance hereunder and deliver same to
The undersigned hereby certifies that the owner and holder of the debt mentioned in said deed of trust and
that the same has never been assigned or transferred.

Address _____

Telephone No. _____

DEED OF TRUST

MARK S. SNYDER, P.C.
418 Bryan Drive - PO Box 626
Kamiah, Idaho 83536
Telephone: (208) 935-2001

PARTIAL RELEASE

WHEREAS, LOIS J. MOODY and MICHAEL MOODY, were the Grantors and Makers in that certain Deed of Trust and Deed of Trust Note ("Note") dated June 23, 1999, CLEARWATER COUNTY LAND TITLE COMPANY, therein designated as Trustee, and FLOYD HARVEY, a married man dealing with his sole and separate property, therein designated as Beneficiary, which Deed of Trust was recorded June 23, 1999 as Instrument No. 645521, records of the County Recorder of Nez Perce County, Idaho, and covers the following described real property situate and being in the County of Nez Perce, State of Idaho, to-wit:

SITUATE IN THE COUNTY OF NEZ PERCE, STATE OF IDAHO, to-wit:

Parcel No. 1:

Beginning at a point on the south right of way line of the Lewis and Clark Highway, which point bears East 40.1 feet and North 915.4 feet of the Southwest corner of Government Lot 6 of Section 3, Township 36 North, Range 1 West of the Boise Meridian; thence South 150 feet; thence East 400 feet more or less to the West bank of Big Canyon Creek; thence Northerly along the West bank of Big Canyon Creek to the South right of way line of Lewis and Clark Highway; thence in a Westerly direction along said right of way line to the Point of Beginning.

Parcel No. 2:

Beginning at the Southwest corner of G.L.O. Lot 6, Section 3, Township 36 North, Range 1 West of the Boise Meridian, which said point is 20 chains North 89 degrees 42' West of the East Quarter corner of the said Section 3, which is common to said Section 3 only; thence North 921.8 feet along said West line of said Government Lot 6 to the South boundary line of the Lewis-Clark Highway; thence Easterly along said South boundary line of said highway to a point 40.0 feet East of the West line of said Government Lot 6; thence South 00 degrees 921.4 feet more or less to the South line of said Government Lot 6; thence North 89 degrees 42' West to the Point of Beginning.

EXCEPTING THEREFROM:

Beginning at the Southwest corner of Government Lot 6, Section 3, Township 36 North, Range 1 West of the Boise Meridian, marked by an iron bar 5/8" in diameter; thence North 0 degrees 49'16" West 588.51 feet along the West line of Government Lot 6; thence North 89 degrees 10'44" East 40.10 feet; thence South 0 degrees 49'16" East 588.51 feet to a point on the South line of said Government Lot 6; thence South 89 degrees 10'44" West 40.10 feet to the Point of Beginning.

Parcel No. 3:

Commencing at the 5/8-inch round iron bar marking the Southwest corner of Government Lot 6, Section 3, Township 36 North, Range 1 west of the Boise Meridian; thence North 89°10'44" East 40.10 feet along the South line of the said Lot 6; thence North 0°49'16" West 664.64 feet along a line parallel to the West line of said Lot 6 to the POINT OF BEGINNING; thence North 89°10'44" East 375.35 feet; thence North 8°20'43" West 38.33 feet; thence South 89°10'44" West 370.33 feet; thence South 0°49'16" East 38.00 feet to the POINT OF BEGINNING.

WHEREAS, FLOYD HARVEY, assigned his beneficial interest in the above Deed of Trust and Deed of Trust Note to FRANK B. CLARK and JANET CLARK, husband and wife, by an Assignment of Deed of Trust recorded on the records of the County Recorder of Nez Perce County, State of Idaho as Instrument No. 663788;

WHEREAS, MICHAEL MOODY is now deceased and LOIS J. MOODY is the sole grantor, as sole surviving spouse;

WHEREAS, JANET CLARK is now deceased and FRANK B. CLARK is the sole beneficiary as sole surviving spouse;

WHEREAS, due to an error in the legal description stated above it has become necessary for Lois J. Moody and her neighbor to the south, David Besst and Loretta Besst to agree to a boundary line evidenced by an existing fence which forms the south boundary of the Moody property and the north boundary of the Besst property and to establish this agreement by executing and recording mutual quit claim deeds, whereby Moody will quit claim all interest in property south of the line and the Bessts will quit claim all interest in the property north of the line;

WHEREAS, the Beneficiary of said Deed of Trust, FRANK B. CLARK, has therefore agreed to release the lien created by the above described Deed of Trust on all property south of the agreed fence/boundary line.

NOW THEREFORE, Frank B. Clark hereby releases the following described real property from the lien created by the Deed of Trust dated June 23, 1999, recorded in Nez Perce County, Idaho real property records as Instrument No. 645521:

A parcel of land situate in Government Lot 6, Section 3, Township 36 North, Range 1 West of the Boise Meridian, Nez Perce County, State of Idaho, lying West of Big Canyon Creek, South of the right of way of State Highway 12, East of the West boundary of said Government Lot 6, and South of the following described agreement line:

Commencing at a brass cap monument marking the East $\frac{1}{4}$ corner of said Section 3, from which point, a Brass cap monument marking the Northeast corner of said Section 3 bears North $00^{\circ}03'02''$ West a distance of 2690.80 feet; thence North $53^{\circ}36'00''$ West a distance of 1170.15 feet to a set $\frac{5}{8}''$ diameter x 30" long rebar with a PLS 9165 cap marking the point of intersection of an existing East/West fence and the estimated Westerly mean high water line of Big Canyon Creek, said point also being the **TRUE POINT OF BEGINNING** of an agreement line; thence, following along an existing fence, North $86^{\circ}06'17''$ West a distance of 128.60 feet; thence, continuing along said fence line, North $86^{\circ}39'41''$ West a distance of 90.08 feet; thence, continuing along said fence line, North $86^{\circ}29'30''$ West a distance of 49.80 feet to a set $\frac{5}{8}''$ diameter x 30" long rebar with a PLS 9165 cap marking the point of intersection of the subject fence (generally running East/West) with a fence running to the South; thence, continuing along said fence line, North $89^{\circ}30'06''$ West a distance of 42.97 feet; thence, continuing along said

fence line, North 89°58'32" West a distance of 60.5 feet to a set 5/8" diameter x 30" long rebar with a PLS 9165 cap marking a point where the fence changes course and runs to the South; thence South 00°05'19" West a distance of 79.80 feet to a set 5/8" diameter x 30" long rebar with a PLS 9165 cap marking a point where the fence changes course and runs to the West; thence, continuing along said fence line, North 88°59'50" West a distance of 15.58 feet; thence, continuing along the bearing of said fence line of North 85°59'50" West to the West boundary of Government Lot 6, which is undetermined by survey, and the **POINT OF TERMINUS** of this agreement line.

DATED this 30 day of MARCH, 2005.

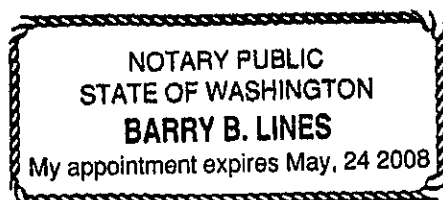
Frank B. Clark
FRANK B. CLARK

STATE OF Washington)
County of Spokane) ss.

On this 30 day of March, 2005, before me, the undersigned notary public, personally appeared FRANK B. CLARK an unmarried man, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

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

(NOTARY SEAL)



Barry B. Lines
NOTARY PUBLIC FOR WASHINGTON
Residing at: Spokane, WA
Commission expires: 5/24/08

INSTR. NO. 716383

FILED FOR RECORD

900

REG. BY LAND TITLE

2005 APR 14 P 3:49

PATTY O. WEEKS
RECORDER, NEZ PERCE CO ID

BY R. Lewis DEPUTY