



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Suite A • Idaho Falls, Idaho 83402-1718

Phone: (208) 525-7161 • Fax: (208) 525-7177 • Web Site: www.idwr.idaho.gov

EASTERN REGION

C. L. "BUTCH" OTTER
Governor

DAVID R. TUTHILL, JR.
Director

December 12, 2008

STACY HAMP
84 N 950 W
BLACKFOOT ID 83221

RE: NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP FOR WATER RIGHT
NUMBER 35- 09060

Dear Interested Parties:

Our letters of August 15 and October 10, 2008 (copies enclosed), whereby we were requesting payment of the \$25.00 fee needed to complete your change in ownership, remain unanswered. Therefore, we are returning the Notice of Change in Water Right Ownership request. Copies of your ownership change request information will be kept in our files for reference.

If, at a later date, you wish to reinstate this request you may send the enclosed ownership change request form along with the required information and fees and we will be happy to complete the request for you.

If you have any questions about this matter feel free to contact either me or Jonie Barg at (208) 525-7161.

Respectfully submitted,

Bobby Kern
Office Specialist II

COPY

Enclosure(s)



State of Idaho

DEPARTMENT OF WATER RESOURCES

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EASTERN REGION

C. L. "BUTCH" OTTER
Governor

DAVID R. TUTHILL, JR.
Director

October 10, 2008

Stacy Hamp
84 N 950 W
Blackfoot ID 83221

3rd Request

RE: NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP FOR WATER RIGHT
NUMBER(S) 35-9060

Dear Interested Parties:

The Department of Water Resources acknowledges receipt of your Notice of Change in Water Right Ownership. Our review of your notice indicates that additional information is required before we can process the change.

 X FILING FEE OF \$25.00 PER WATER RIGHT NUMBER, \$100.00 PER
WATER RIGHT IF SPLITTING THE RIGHT

Because the department cannot process the ownership change without proper documentation and fees, we will hold any action on your notice pending receipt of the necessary items.

If you have any questions about this matter feel free to contact Jonie Barg at
(208) 525-7161.

Respectfully submitted,


Jonie Barg
Technical Records Specialist

Enclosure(s)

COPY

SCANNED
OCT 10 2008



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Suite A • Idaho Falls, Idaho 83402-1718

Phone: (208) 525-7161 • Fax: (208) 525-7177 • Web Site: www.idwr.idaho.gov

EASTERN REGION

C. L. "BUTCH" OTTER
Governor

DAVID R. TUTHILL, JR.
Director

August 15, 2008

STACY HAMP
84 N 950 W
BLACKFOOT ID 83221

RE: Notice of Change of Water Right Ownership #35-09060
2nd Request for Fees

Dear Applicant:

The Department of Water Resources acknowledges receipt of your Notice of Change in Water Right Ownership for the above listed Water Right. The Department requires a \$25.00 fee in order to process this change.

Please submit your payment to our Idaho Falls office at the address listed below so that we can process your Change in Ownership.

ID DEPT OF WATER RESOURCES
EASTERN DISTRICT OFFICE
900 N SKYLINE DR., SUITE A
IDAHO FALLS, ID 83402-1718

If you have any questions please contact Jonie Barg or myself at (208)525-7161.

Respectfully submitted,

Bobby Kern
Office Specialist II

COPY

SCANNED

OCT 10 2008

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)
WR 35-09060					

RECEIVED

AUG 04 2008

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

Department of Water Resources
Eastern Region

- 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 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)

Gerald & Amaryllis Winn

4. New Owner/Claimant(s)

Stacy Hamp

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

New Mailing Address

84 N. 950 W.

City, State and ZIP Code

Blackfoot, ID 83221

New Telephone Number

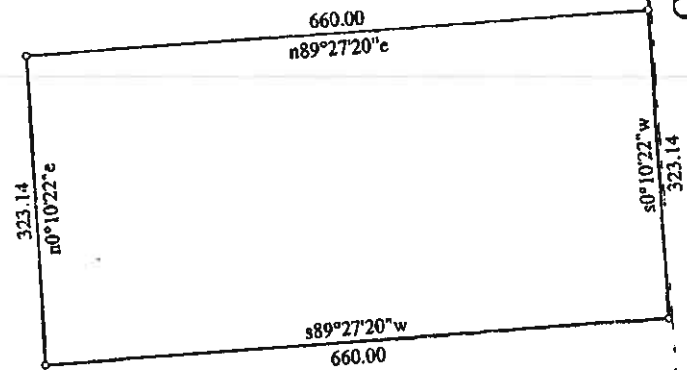
(208) 680-3588

Email: _____

North

N1/4 corner

County Road (950 W)



Title: Pth NE ¹ / ₄ NW ¹ / ₄ of Section 33-2S-34 E.B.M., Bingham Co., ID		Date: 08-16-2005
Scale: 1 inch = 200 feet	File: 331666	
001=/ne,nw,33,2s,34e	004=s89.2720w 660.00	
002=s0.1022w 665.83	005=n0.1022e 323.14	
003=s0.1022w 323.14	006=n89.2720e 660.00	

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
168 West Pacific/P.O. Box 868
Blackfoot, ID 83221

Instrument # 587991
BINGHAM COUNTY
2007-11-15 03:19:22 No. of Pages: 2
Recorded for : FIRST AMERICAN TITLE COMPANY
SARA J. STAUB Fee: 6.00
Ex-Officio Recorder Deputy JB

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **231666-B (Id)**

Date: **November 13, 2007**

For Value Received, **Eric R Hamp, husband of Stacy K Hamp**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Stacy K Hamp, a married woman as her sole and separate property**, hereinafter called the Grantee, whose current address is **84 North 950 West, Blackfoot, ID 83221**, the following described premises, situated in **Bingham County, Idaho**, to-wit:

A PORTION OF THE NE¼NW¼ OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 34 E.B.M., BINGHAM COUNTY, IDAHO, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT THAT IS S. 0°10'22" W. 665.83 FEET FROM THE N¼ CORNER OF SAID SECTION 33; AND RUNNING THENCE S. 0°10'22" W. ALONG THE NORTH-SOUTH CENTER LINE OF SAID SECTION 33, 323.14 FEET; THENCE S. 89°27'20" W. 660.00 FEET; THENCE N. 0°10'22" E. 323.14 FEET; THENCE N. 89°27'20" E. 660.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

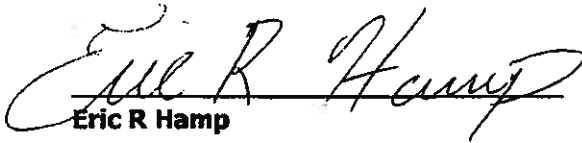
SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

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.

Date: 11/13/2007

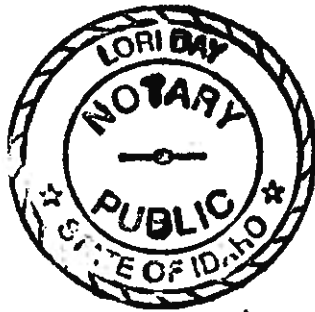
Warranty Deed
- continued

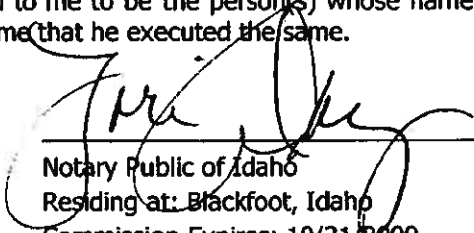
File No.: 231666-B (Id)


Eric R Hamp

STATE OF Idaho)
SS.
COUNTY OF Bingham)

On this **13th day of November, 2007**, before me, a Notary Public in and for said State, personally appeared **Eric R Hamp**, known or identified to me to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged to me that he executed the same.




Notary Public of Idaho
Residing at: Blackfoot, Idaho
Commission Expires: 10/21/2009

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
168 West Pacific/P.O. Box 868
Blackfoot, ID 83221

Instrument # 687992
BINGHAM COUNTY
2007-11-15 03:22:33 No. of Pages: 2
Recorded for : **FIRST AMERICAN TITLE COMPANY**
SARA J. STAUB Fee: 5.00
Ex-Officio Recorder Deputy *VB*

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **231666-B (Id)**

Date: **November 13, 2007**

For Value Received, **Gerald Winn and Amaryllis Winn, husband and wife**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Stacy K. Hamp, a married woman as her sole and separate property**, hereinafter called the Grantee, whose current address is **84 North 950 West, Blackfoot, ID 83221**, the following described premises, situated in **Bingham County, Idaho**, to-wit:

A PORTION OF THE NE $\frac{1}{4}$ NW $\frac{1}{4}$ OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 34 E.B.M., BINGHAM COUNTY, IDAHO, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT THAT IS S. 0°10'22" W. 665.83 FEET FROM THE N $\frac{1}{4}$ CORNER OF SAID SECTION 33; AND RUNNING THENCE S. 0°10'22" W. ALONG THE NORTH-SOUTH CENTER LINE OF SAID SECTION 33, 323.14 FEET; THENCE S. 89°27'20" W. 660.00 FEET; THENCE N. 0°10'22" E. 323.14 FEET; THENCE N. 89°27'20" E. 660.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

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.

Date: 11/13/2007

Warranty Deed
- continued

File No.: 231666-B (1d)

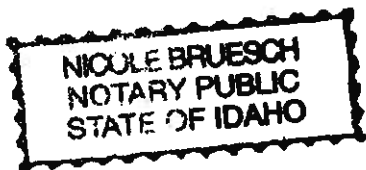
Gerald Winn
Gerald Winn

Amaryllis Winn
Amaryllis Winn

STATE OF Idaho)
SS.

COUNTY OF Cassia)

On this 14th day of November, 2007, before me, a Notary Public in and for said State, personally appeared **Gerald Winn and Amaryllis Winn**, known or identified to me 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.



Nicole Bruesch
Notary Public for the State of Idaho
Residing at: Matts, ID
My Commission Expires: 7-14-12

231666

Return To:

IDAHO CENTRAL CREDIT UNION
PO Box 2469
POCATELLO, IDAHO 83206

Attn.:

Prepared By:

Instrument # 587993

BINGHAM COUNTY

2007-11-15

03:23:35 No. of Pages: 20

Recorded for : FIRST AMERICAN TITLE COMPANY

SARA J. STAUB

Fee: 60.00

Ex-Officio Recorder Deputy

[Space Above This Line For Recording Data]

DEED OF TRUST

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated November 13, 2007, together with all Riders to this document.

(B) "Borrower" is Stacy K. Hamp a married woman, as her sole and separate property. Borrower is the trustor under this Security Instrument.

(C) "Lender" is IDAHO CENTRAL CREDIT UNION. Lender is a corporation organized and existing under the laws of the State of IDAHO. Lender's address is PO Box 2469, POCATELLO, IDAHO 83206. 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 November 13, 2007. The Note states that Borrower owes Lender One Hundred Nine Thousand One Hundred Fifty Five And 00/100 Dollars (U.S. \$109,155.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than December 1, 2037.

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

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

☐ Adjustable Rate Rider	☐ Condominium Rider	☐ Second Home Rider
☐ Balloon Rider	☐ Planned Unit Development Rider	☐ 1-4 Family Rider
☐ VA Rider	☐ Biweekly Payment Rider	☒ Other(s) [specify]
		IHFA Tax Exempt Financing
		Rider
		IHFA Recapture Notice

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

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

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

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

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (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 BINGHAM [Name of Recording Jurisdiction]:

See attached exhibit "A".

Parcel ID Number:

which currently has the address of

84 North 950 West[Street]

BLACKFOOT [City], Idaho 83221 [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

JD
EH

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.

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

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

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

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

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

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

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by

reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

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

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

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

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

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

entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold, and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by Applicable Law to Borrower and to other persons prescribed by Applicable Law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. **Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law.

24. **Substitute Trustee.** Lender may, for any reason or cause, from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

25. **Area and Location of Property.** Either the Property is not more than 40 acres in area or the Property is located within an incorporated city or village.

JD
EH

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:

Stacy K. Hamp (Seal)
-Borrower

Eric Hamp (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

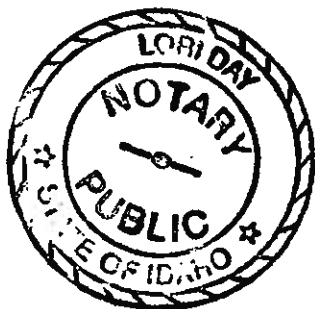
STATE OF IDAHO, Bingham

County ss:

On this 13th day of November 2007, before me,
the undersigned, a Notary Public in and for said county and
state, personally appeared

Stacy K. Hamp, + Eric R. Hamp
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.



Notary Public residing at:

Bearfoot, Idaho
Comm Exp: 10/21/2009

Date: November 13, 2007

File No.: 231666-B (Id)

EXHIBIT 'A'

LEGAL DESCRIPTION:

A PORTION OF THE NE $\frac{1}{4}$ NW $\frac{1}{4}$ OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 34 E.B.M., BINGHAM COUNTY, IDAHO, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT THAT IS S. 0°10'22" W. 665.83 FEET FROM THE N $\frac{1}{4}$ CORNER OF SAID SECTION 33; AND RUNNING THENCE S. 0°10'22" W. ALONG THE NORTH-SOUTH CENTER LINE OF SAID SECTION 33, 323.14 FEET; THENCE S. 89°27'20" W. 660.00 FEET; THENCE N. 0°10'22" E. 323.14 FEET; THENCE N. 89°27'20" E. 660.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

Initials: JD EA

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

NOTICE:

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

IDAHO HOUSING AND FINANCE ASSOCIATION
Single Family Mortgage Bonds

To: Mortgagor(s) Stacy K. Hamp

SUMMARY

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

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

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

IDAHO HOUSING AND FINANCE ASSOCIATION

ACKNOWLEDGED

Stacy K. Hamp
Borrower (Mortgagor) Stacy K. Hamp

11/13/07
Date

Stacy K. Hamp
Borrower (Mortgagor)

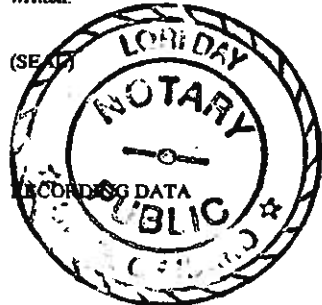
11-13-07
Date

State of Idaho

County of Bingham

On this 13th day of Nov, 2007, before me, the undersigned, a Notary Public, in and for said State, personally appeared Stacy K. Hamp & Eric R. Hamp known to me to be the person(s) whose name is (are) subscribed to the within instrument, and acknowledged to me that he executed the same.

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



Lori Day
Notary Public for State of Idaho
Residing at Blackfoot, Idaho
(Commission Expires 10/31/2009)

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

APPLICABLE TO ADA COUNTY:

YEAR	ONE OR TWO PERSON FAMILY	THREE OR MORE PERSON FAMILY
Year 1	\$58,500	\$67,275
Year 2	\$61,425	\$70,638
Year 3	\$64,496	\$74,169
Year 4	\$67,718	\$77,877
Year 5	\$71,106	\$81,770
Year 6	\$74,661	\$85,858
Year 7	\$78,394	\$90,150
Year 8	\$82,313	\$94,657
Year 9	\$86,428	\$99,389

APPLICABLE TO CARIBOU COUNTY:

YEAR	ONE OR TWO PERSON FAMILY	THREE OR MORE PERSON FAMILY
Year 1	\$58,500	\$67,275
Year 2	\$61,465	\$70,774
Year 3	\$64,568	\$74,312
Year 4	\$67,814	\$77,917
Year 5	\$71,214	\$81,611
Year 6	\$74,769	\$85,319
Year 7	\$78,484	\$89,179
Year 8	\$82,359	\$93,152
Year 9	\$86,499	

APPLICABLE TO BANNOCK & POWER COUNTIES:

YEAR	ONE OR TWO PERSON FAMILY	THREE OR MORE PERSON FAMILY
Year 1	\$51,700	\$59,455
Year 2	\$54,385	\$62,427
Year 3	\$57,199	\$65,540
Year 4	\$59,840	\$68,825
Year 5	\$62,840	\$72,344
Year 6	\$65,982	\$75,879
Year 7	\$69,281	\$79,471
Year 8	\$72,748	\$83,635
Year 9	\$76,383	\$87,837

APPLICABLE TO JEFFERSON COUNTY:

YEAR	ONE OR TWO PERSON FAMILY	THREE OR MORE PERSON FAMILY
Year 1	\$68,840	\$79,349
Year 2	\$71,442	\$83,349
Year 3	\$75,014	\$87,516
Year 4	\$78,764	\$91,891
Year 5	\$82,782	\$96,485
Year 6	\$86,837	\$101,309
Year 7	\$91,178	\$106,374
Year 8	\$95,734	\$111,692
Year 9	\$100,522	\$117,276

APPLICABLE TO BLAINE COUNTY:

YEAR	ONE OR TWO PERSON FAMILY	THREE OR MORE PERSON FAMILY
Year 1	\$71,309	\$81,880
Year 2	\$74,768	\$85,974
Year 3	\$78,498	\$90,372
Year 4	\$82,423	\$94,785
Year 5	\$86,543	\$99,524
Year 6	\$90,878	\$104,500
Year 7	\$95,493	\$109,735
Year 8	\$100,383	\$115,211
Year 9	\$105,592	\$120,971

APPLICABLE TO LATAM COUNTY:

YEAR	ONE OR TWO PERSON FAMILY	THREE OR MORE PERSON FAMILY
Year 1	\$54,500	\$62,675
Year 2	\$57,225	\$65,808
Year 3	\$60,086	\$69,098
Year 4	\$63,090	\$72,552
Year 5	\$66,244	\$76,179
Year 6	\$69,556	\$79,987
Year 7	\$73,033	\$83,986
Year 8	\$76,684	\$88,185
Year 9	\$80,518	\$92,594

APPLICABLE TO BONNEVILLE COUNTY:

YEAR	ONE OR TWO PERSON FAMILY	THREE OR MORE PERSON FAMILY
Year 1	\$64,700	\$65,245
Year 2	\$67,235	\$68,465
Year 3	\$69,811	\$71,808
Year 4	\$72,436	\$75,482
Year 5	\$75,117	\$79,256
Year 6	\$77,862	\$83,218
Year 7	\$80,680	\$87,378
Year 8	\$83,579	\$91,746
Year 9	\$86,567	\$96,333

APPLICABLE TO TETON COUNTY:

YEAR	ONE OR TWO PERSON FAMILY	THREE OR MORE PERSON FAMILY
Year 1	\$66,840	\$77,900
Year 2	\$70,182	\$81,879
Year 3	\$73,691	\$86,072
Year 4	\$77,375	\$90,578
Year 5	\$81,243	\$95,383
Year 6	\$85,395	\$99,522
Year 7	\$89,578	\$104,496
Year 8	\$94,048	\$109,723
Year 9	\$98,760	\$115,208

APPLICABLE TO BOISE, CANYON & OWYHEE COUNTIES:

YEAR	ONE OR TWO PERSON FAMILY	THREE OR MORE PERSON FAMILY
Year 1	\$76,200	\$81,900
Year 2	\$79,710	\$85,995
Year 3	\$83,395	\$90,294
Year 4	\$87,264	\$94,806
Year 5	\$91,327	\$99,548
Year 6	\$95,593	\$104,525
Year 7	\$99,072	\$109,751
Year 8	\$102,775	\$115,238
Year 9	\$106,713	\$120,999

APPLICABLE TO THE FOLLOWING COUNTIES:

BUTTE FRANKLIN MINIDOKA VALLEY	CANAS FREMONT NEZ PERCE	ELMORE MADISON TWIN FALLS
YEAR	ONE OR TWO PERSON FAMILY	THREE OR MORE PERSON FAMILY
Year 1	\$51,500	\$59,225
Year 2	\$54,075	\$62,186
Year 3	\$56,778	\$65,295
Year 4	\$59,614	\$68,559
Year 5	\$62,596	\$71,986
Year 6	\$65,725	\$75,585
Year 7	\$69,011	\$79,364
Year 8	\$72,461	\$83,332
Year 9	\$76,084	\$87,498

APPLICABLE TO THE FOLLOWING COUNTIES:

ADAMS BINGHAM CASSIA CUSTER IDAHO LEMI ONEIDA WASHINGTON	BEAR LAKE BONNER CLARK GEM JEROME LEWIS PAVETTE	BENEWAH BOUNDARY CLEARWATER GOODING KOOTENAI LINCOLN SHOSHONE
YEAR	ONE OR TWO PERSON FAMILY	THREE OR MORE PERSON FAMILY
Year 1	\$61,800	\$72,100
Year 2	\$64,839	\$75,785
Year 3	\$68,134	\$79,490
Year 4	\$71,540	\$83,464
Year 5	\$75,117	\$87,637
Year 6	\$78,872	\$92,010
Year 7	\$82,815	\$96,618
Year 8	\$86,955	\$101,448
Year 9	\$91,302	\$106,520

Addendum

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

IHFA LOANS HAVE RESTRICTED ASSUMABILITY

THIS TAX EXEMPT FINANCING RIDER is made this 13th day of November, 2007, and is incorporated into and shall be deemed to amend and supplement the Deed of Trust ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to

Idaho Central Credit Union ("Lender")

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

84 North 950 West

Blackfoot, ID 83221

(Property Address)

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

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

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

Addendum

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

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

NOTICE TO BORROWER: IHFA LOANS HAVE RESTRICTED ASSUMABILITY

Stacy K. Hump 11-13-07
Borrower

Eric K. Hump 11-13-07
Borrower

STATE OF IDAHO)
) ss

COUNTY OF Benewah

On the 13th day of November, 2007, before me, a Notary Public in and for said State, personally appeared Stacy K. Hump & Eric K. Hump, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument and that he executed the same.



[Signature]
NOTARY PUBLIC For Idaho

Residing at Blackfoot, Idaho therein.

My Commission Expires: 10/21/2009

After recording, mail to:

**First American Title Company**

168 West Pacific/P.O. Box 868, Blackfoot, ID 83221

Phone (208)785-0320 - Fax (208)785-6276

Escrow Officer: **Lori Day**Title Officer: **Teressa Hall**

To: **Idaho Central Credit Union**
4400 Central Way
Chubbuck, ID 83202

Order No.: **231666-B**Attn: **Carrie Hansen**

Your Ref:

Re: Property Address: **84 North 950 West, Blackfoot, ID 83221****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****RECEIVED****AUG 04 2008**Department of Water Resources
Eastern Region

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 arbitration 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. Policies 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

**SECOND COMMITMENT
SCHEDULE A**

1. Commitment Date : **October 26, 2007 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

\$ 114,900.00

\$ 650.00

with applied credit of

\$ None

Proposed Insured:

Stacy K. Hamp

Loan Policy

Extended Loan Policy (06/17/06) Form 1056-06

\$ 109,155.00

\$ 265.50

with applied credit of

\$ None

Proposed Insured:

Idaho Central Credit Union, it's successors and assigns, as their interests may appear, as defined in the paragraph entitled "Definitions of Terms" contained in this Policy.

Endorsements: **9-06, 22-06, 8.1-06**

\$ 50.00

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

Gerald Winn and Amaryllis Winn, husband and wife

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

A PORTION OF THE NE $\frac{1}{4}$ NW $\frac{1}{4}$ OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 34 E.B.M., BINGHAM COUNTY, IDAHO, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT THAT IS S. 0°10'22" W. 665.83 FEET FROM THE N $\frac{1}{4}$ CORNER OF SAID SECTION 33; AND RUNNING THENCE S. 0°10'22" W. ALONG THE NORTH-SOUTH CENTER LINE OF SAID SECTION 33, 323.14 FEET; THENCE S. 89°27'20" W. 660.00 FEET; THENCE N. 0°10'22" E. 323.14 FEET; THENCE N. 89°27'20" E. 660.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

Commonly known as: 84 North 950 West, Blackfoot, ID 83221

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 and exceptions.
- (e) Release(s) or Reconveyance(s) of items(s) **N/A**.
- (f) 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.

**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. 2007 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 2007 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
2006	\$1,201.02	\$1,201.02	RP0212603

Homeowners Exemption is not in effect for 2006.
Circuit breaker is not in effect for 2006.

8. Right-of-way granted to Mountain States Telephone and Telegraph Company, recorded in Book I of Miscellaneous, Page 452.
9. Right-of-way or easement for county road.
10. Statement of Intent to Declare Manufactured Home Real Property recorded November 12, 1999, as Instrument No. 484892.
11. Reservations in United States Patent.

12. Water rights, claims or title to water, whether or not the matters are shown by the public records.

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

INFORMATIONAL NOTES

- A. As an accommodation and not part of this commitment, no liability is assumed by noting the following conveyances describing all or a part of the subject property, which have been recorded within the last 24 months: None
- B. Other than as shown in Schedule B; we find no Judgment Liens, State Tax Liens, Federal Tax Liens or Child Support Liens of record which attach to the name(s) or interest of the vested owner and/or proposed insured owner/borrower.
- C. 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.

**First American Title Company**

168 West Pacific/P.O. Box 868, Blackfoot, ID 83221

Phone (208)785-0320 - Fax (208)785-6276

PRIVACY POLICY**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 parent company, The First American Corporation, 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 which 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*, a copy of which can be found on our website at www.firstam.com.

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.

**FACSIMILE TRANSMITTAL**

To:	FATCO	From:	Kasey Hunsaker
Fax Number:	(208) 785-6276	Date:	Nov 1, 2007
Total # of Pages:	14	Phone #:	(208) 637-8319
Re:			

Notes:

REQUEST FOR TITLE.
REQUEST FOR HAMP.

THANKS!

RECEIVED
AUG 04 2008

Department of Water Resources
Eastern Region

If you wish to discontinue receiving future faxed promotional material from this sender, please send your opt out request by email to businessdevelopment@iccu.com or fax your request to [208-239-3070]. Please specify the fax numbers covered by your request. As required by law, we will comply within the shortest reasonable time.

NOV-01-2007 THU 08:33 AM TOWN & COUNTRY REAL EST.

FAX NO. 208 785 2890

P. 03/14

Oct. 31, 2007, 4:24PM

RE/MAX Homestead Realty

THE FURNITURE

No. 2630 P. 2

01

Oct. 31, 2007 10:22AM

RE/MAX Homestead Realty

FAX NO. 208 785 2890

No. 2617

P. 3 03/15

REAL ESTATE PURCHASE AND SALE AGREEMENT PAGE 1 of 7



RE-31 REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS IS A LEGALLY BINDING CONTRACT. READ THE ENTIRE DOCUMENT CAREFULLY BEFORE ANY ATTACHMENTS. IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.



1 **DATE** 10/31/2007

2 **LISTING AGENCY** TOWN & COUNTRY REAL ESTATE **Office Phone** 208-785-2890 **Fax** 208-785-2890

3 **Listing Agent** [Name] **Phone** [Number] **Fax** [Number]

4 **SELLING AGENCY** TOWN & COUNTRY REAL ESTATE **Office Phone** 208-785-2890 **Fax** 208-785-2890

5 **Selling Agent** [Name] **Phone** [Number] **Fax** [Number]

6 **1. BUYER** [Name] **Seller** [Name] **Address** [Address] **City** [City] **State** [State] **Zip** [Zip]

7 **2. PURCHASE PRICE** One Hundred Thousand Thousand Nine Hundred and No/100 DOLLARS

8 **3. FINANCIAL TERMS** [Details]

9 **4. CLOSING** [Details]

10 **5. ADDITIONAL FINANCIAL TERMS** [Details]

11 **6. OTHER TERMS** [Details]

12 **7. SIGNATURES** [Signatures]

13 **8. WITNESSES** [Signatures]

14 **9. ADDITIONAL FINANCIAL TERMS** [Details]

15 **10. OTHER TERMS** [Details]

16 **11. SIGNATURES** [Signatures]

17 **12. WITNESSES** [Signatures]

18 **13. ADDITIONAL FINANCIAL TERMS** [Details]

19 **14. OTHER TERMS** [Details]

20 **15. SIGNATURES** [Signatures]

21 **16. WITNESSES** [Signatures]

22 **17. ADDITIONAL FINANCIAL TERMS** [Details]

23 **18. OTHER TERMS** [Details]

24 **19. SIGNATURES** [Signatures]

25 **20. WITNESSES** [Signatures]

26 **21. ADDITIONAL FINANCIAL TERMS** [Details]

27 **22. OTHER TERMS** [Details]

NOV-01-2007 THU 08:35 AM TOWN & COUNTRY REAL EST.

FAX NO. 208 785 2890

P. 04/14

Oct. 31, 2007, 4:24PM

RE/MAX Homestead Realty THE FURNITURE

No. 2630 P. 3 82

Oct. 31, 2007, 10:22AM

RE/MAX Homestead Realty

FAX NO. 208 785 2890 No. 2617 P. 1 04/16

NO. 41 RESIDENTIAL PURCHASE AND SALE AGREEMENT PAGE 2 OF 7 JULY, 2007 EDITION

PROPERTY ADDRESS: 64 M 888 W Blackfoot ID 83201

6. OTHER TERMS AND/OR CONDITIONS: This Agreement is made subject to the following explanations, conditions and/or covenants that shall remain in effect prior to closing. NO PART OF THE SALE IS TO BE MADE WITHOUT THE SELLER'S AND BUYER'S SIGNATURES.
THE SELLER'S OFFER IS SUBJECT TO THE SELLER'S AND BUYER'S SIGNATURES.
THE SELLER'S OFFER IS SUBJECT TO THE SELLER'S AND BUYER'S SIGNATURES.

7. ITEMS INCLUDING A SELLER'S LIST OF ITEMS: All items included in the sale are listed on the attached list of items. THE SELLER'S OFFER IS SUBJECT TO THE SELLER'S AND BUYER'S SIGNATURES.
THE SELLER'S OFFER IS SUBJECT TO THE SELLER'S AND BUYER'S SIGNATURES.
THE SELLER'S OFFER IS SUBJECT TO THE SELLER'S AND BUYER'S SIGNATURES.

(A) ADDITIONAL ITEMS SPECIFICALLY INCLUDED IN THIS SALE:
OVERSEAS, FRANK, HARRISON, HARRISON

(B) ITEMS SPECIFICALLY EXCLUDED IN THIS SALE: N/A

8. TITLE COVENANCE: The SELLER is to be bound by the terms of the title insurance policy, which shall be provided by the SELLER. THE SELLER'S OFFER IS SUBJECT TO THE SELLER'S AND BUYER'S SIGNATURES.
THE SELLER'S OFFER IS SUBJECT TO THE SELLER'S AND BUYER'S SIGNATURES.
THE SELLER'S OFFER IS SUBJECT TO THE SELLER'S AND BUYER'S SIGNATURES.

9. TITLE INSURANCE: There may be types of title insurance coverage available other than those listed below and parties to this agreement are advised to talk to a title company about any other coverage available that will give the BUYER additional coverage.

(A) FIRST IMPARTIAL TITLE EXAMINATION: Before closing the transaction, the SELLER or the BUYER shall have a FIRST IMPARTIAL TITLE EXAMINATION. THE SELLER'S OFFER IS SUBJECT TO THE SELLER'S AND BUYER'S SIGNATURES.
THE SELLER'S OFFER IS SUBJECT TO THE SELLER'S AND BUYER'S SIGNATURES.
THE SELLER'S OFFER IS SUBJECT TO THE SELLER'S AND BUYER'S SIGNATURES.

(B) TITLE COMPANY: THE FIRST IMPARTIAL TITLE EXAMINATION shall be provided by the title company. THE SELLER'S OFFER IS SUBJECT TO THE SELLER'S AND BUYER'S SIGNATURES.
THE SELLER'S OFFER IS SUBJECT TO THE SELLER'S AND BUYER'S SIGNATURES.
THE SELLER'S OFFER IS SUBJECT TO THE SELLER'S AND BUYER'S SIGNATURES.

(C) STANDARD COVENANCE POLICY: The SELLER shall have a STANDARD COVENANCE POLICY. THE SELLER'S OFFER IS SUBJECT TO THE SELLER'S AND BUYER'S SIGNATURES.
THE SELLER'S OFFER IS SUBJECT TO THE SELLER'S AND BUYER'S SIGNATURES.
THE SELLER'S OFFER IS SUBJECT TO THE SELLER'S AND BUYER'S SIGNATURES.

(D) EXTENDED COVERAGE LENDER'S POLICY (Endorsement Policy): The lender may require the BUYER to obtain an Extended Coverage Lender's Policy. THE SELLER'S OFFER IS SUBJECT TO THE SELLER'S AND BUYER'S SIGNATURES.
THE SELLER'S OFFER IS SUBJECT TO THE SELLER'S AND BUYER'S SIGNATURES.
THE SELLER'S OFFER IS SUBJECT TO THE SELLER'S AND BUYER'S SIGNATURES.

10. SELLER'S LEND - GENERAL CONTRACTOR DISCLOSURE STATEMENT NOTICE: BUYER and SELLER are hereby notified that, subject to Idaho Code 54-203 of any, a "General Contractor" shall provide a Disclosure Statement in a handwritten form that describes the nature of the work to be performed. THE SELLER'S OFFER IS SUBJECT TO THE SELLER'S AND BUYER'S SIGNATURES.
THE SELLER'S OFFER IS SUBJECT TO THE SELLER'S AND BUYER'S SIGNATURES.
THE SELLER'S OFFER IS SUBJECT TO THE SELLER'S AND BUYER'S SIGNATURES.

BUYER'S SIGNATURE: [Signature] DATE: 10-31-07

SELLER'S SIGNATURE: [Signature] DATE: 10-31-07

NO. 41 RESIDENTIAL PURCHASE AND SALE AGREEMENT PAGE 2 OF 7 JULY, 2007 EDITION

FILE# 18-00000000 PURCHASE AND SALE AGREEMENT PAGE 6 OF 7 JULY, 2019 08:23:13

PROPERTY ADDRESS 84 N 950 W SLIP 24 PM 10004021

4. NO PEDESTALS

(A) BUYER assumes the same obligation that it has imposed, if BUYER does not in same proportionate share within 60. BUYER shall have the right to control, improve, manufacture, make, service and other related to BUYER's equipment. BUYER shall within 10 business days of completion, complete these products and give to SELLER written notice of completion. BUYER is strongly advised to complete these products to avoid BUYER's own violation of provisions with applicable conditions in standard provisions of the SELLER property. These provisions, however, make, service and other related to BUYER's equipment and other. The parties agree that within specified calendar time, the above conditions by SELLER shall, make, service and other related shall govern. Additional representations or

(3) **MIAMI/INTERSECTION PHOTOGRAPHY, if applicable:** "For Your Protection: Use a Heavy Inspection", THIS SIGN-CH may be signed on before execution of this agreement.

(10) NATION ACTION REMOVAL OF INSPECTION CONTROLS WORK:

6) If USFIRM does not wish to submit such product spending plan to KILLNET within notice of Disapproved Page, USFIRM shall immediately be deemed to have (a) accepted all inspection, investigation, review or applicable documents and information; (b) entered a record with the Inspector; and (c) waived its liability, responsibility and exposure for repairs or corrections other than those which KILLNET has otherwise agreed to making to repair or correct.

21. If BUYER does within the bid time period specified give SELLER written notice of disapproval. BUYER shall provide to SELLER (performed) evidence of written notice of their report. SELLER shall have 1 business day to reply in response to writing. If SELLER, at their option, may correct the items as specified by the BUYER in their notice or may elect not to do so. If the BUYER agrees to correct the items noted for in the BUYER's notice, then both parties agree that they will continue with the transaction and proceed in closing. This will remove the BUYER's intention contingency.

ALL the SELLER's efforts are to correct the discrepancies, and does not stop and is willing to do this for a period of 60 days from the date of the first written notice. If the SELLER is unable to correct the discrepancies within the 60-day period, the BUYER may terminate the contract without the SELLER being responsible for correcting those deficiencies or paying the BUYER any damages. The SELLER agrees that the BUYER will not continue with the transaction until the SELLER has made their share of the work.

4. BUYER does not give authorization or permission to the third party persons specified. BUYER shall immediately be deemed to have decided to proceed with the transaction without any use or knowledge of the third party persons which SELLER has authorized in writing to receive or control. SELLER shall retain the property available to all persons. BUYER shall have the property and clear of any liability and hold SELLER harmless from all liability, claims, demands, damages, and costs and repair or damages arising from the transaction. No expenses may be made by any governmental body or agency or any government employee when the price amount of SELLER's interest required by a bank.

[illegible]

15. SQUARE FOOTAGE VERIFICATION: EITHER IS AWARE THAT ANY RELIANCE TO THE SQUARE FOOTAGE OF THE REAL PROPERTY OR IMPROVEMENTS IS APPROXIMATE, IF SQUARE FOOTAGE IS MATERIAL TO THE CASE, IT MUST BE VERIFIED DURING THE RELEVANT PERIOD.

13. **SELLER'S PROPERTY DISCLOSURE FORM:** Provided by THE IL. Chapter 260.5/60 Code SELLER shall have 72 (72) days after execution of this Agreement available to BUYER or SELLER's agent, "ILLINOIS Property Disclosure Form" or other acceptable form. BUYER is to receive the "ILLINOIS Property Disclosure Form" or other acceptable form prior to signing this Agreement. BY/ME: DATE: 04/04/2014

13. **MOVEMENTS, CONDITIONS AND RESTRICTIONS (FOR EACH BUYER IS RESPONSIBLE TO OBTAIN AND PROVIDE A COPY OF THE COA FOR ITS APPLICATION). BUYER'S NAME AND COA # IS REQUIRED AS PART OF BUYER'S SUBMISSION OF THE PROPERTY BUYER WISHES**

NY 100-106666-1000 (45) X Date: 11-31-07
This form is prepared and submitted to the State Department of Social Services by the applicant or the applicant's representative, and is not to be used for any other purpose. It is the responsibility of the applicant or the applicant's representative to ensure that the information provided is true and correct. The State Department of Social Services is not responsible for the accuracy of the information provided.

NO-29 MINUTEMAN FOREIGN AND SALE AGREEMENT PAGE 5 OF 7, JULY 2012 EDITION

NOV-01-2007 THU 08:37 AM TOWN & COUNTRY REAL EST.

FAX NO. 208 785 2890

P. 08/14

Oct. 31, 2007, 4:25PM RE/MAX Homestead Realty

FINE FURNITURE

No. 2630

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Oct. 31, 2007, 10:23AM RE/MAX Homestead Realty

FAX NO. 208 785 2890

No. 2617

P. 6

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RE-61 RESIDENTIAL PURCHASE AND SALE AGREEMENT PAGE 4 OF 7, THIS SECTION

PROPERTY ADDRESS: 84 N 850 W

14. **ASSOCIATION MEMBERSHIP:** BUYER is aware that membership in a Home Owner's Association may be required and SELLER agrees to obtain by the Article of Incorporation, By-Laws and rules and regulations of the Association. BUYER is further aware that the Property may be subject to assessments levied by the Association described in full in the Declaration of Covenants, Conditions and Restrictions. BUYER has reviewed Homestead's Association Covenants, Conditions and Restrictions (CC&R) and agrees to pay Homestead's Association dues of \$_____ and properly transfer fees of \$_____ at closing.

15. **COSTS PAID BY:** Costs in addition to those listed below may be incurred by BUYER and SELLER unless otherwise agreed herein, or provided by law or required by title or escrow instructions. The below costs will be paid as indicated. Some costs are subject to an escrow instruction. This section relates ONLY to the costs to be paid by the parties. None of the costs to be paid by the parties in this section create an obligation or performance obligation that may arise by the removal of cost.

	BUYER	SELLER	Shared Equally	NR		BUYER	SELLER	Shared Equally	NR
Appraisal Fee	X				Yes (See Escrow/Deposit Order's Policy)		X		
Appraisal Re-inspection Fee		X			Yes (See Escrow/Deposit Order's Policy - Mortgage Policy)	X			
Building Inspection			X		Appraisal Title Services				X
Loan/Document/Recording Fee		X			Escrow/Deposit Order's Policy				X
Lot Survey Fee		X			Not Applicable				X
Final Certificate of Title Fee		X			Open Inspection				X
Lender/Required Inspection		X			Not Applicable				X
Attorney/Document/Recording or Transfer Fee				X	Not Applicable				X

16. **REPAIRS:** SELLER agrees to pay up to \$_____ of (any required repair costs only). BUYER or SELLER has the option to pay any lender required repair costs in advance of this closing.

17. **OCCUPANCY:** BUYER is aware ☐ does not intend to occupy property as BUYER'S primary residence.

18. **FINAL WALK-THROUGH:** The SELLER grants BUYER and any representative of BUYER reasonable access to conduct a final walk-through inspection of the premises approximately _____ calendar days prior to closing of escrow, NOT AS A CONTINGENCY OF THE SALE, but for purposes of verifying BUYER that any repairs agreed to be made by SELLER and SELLER have been completed and purchase price is satisfactory. The above condition is an exception to the standard. SELLER shall retain possession of the Property until closing and shall not accept the responsibility and expense for making any of the repairs or for the walk-through except for phone and cable. If BUYER does not conduct a final walk-through, BUYER specifically releases the SELLER and SELLER of any liability.

19. **RISK OF LOSS:** Prior to closing of this sale, all risk of loss shall remain with SELLER. In addition, should the premises be materially damaged by fire or other cause prior to closing, this agreement shall be void at the option of the BUYER.

BUYER'S Initials: *SH* Date: *10/29/07*

SELLER'S Initials: *L V M* Date: *11-31-07*

RE-61 RESIDENTIAL PURCHASE AND SALE AGREEMENT PAGE 4 OF 7, THIS SECTION

NOV-01-2007 THU 08:38 AM TOWN & COUNTRY REAL EST. FAX NO. 208 785 2880 P. 07/14
 1 Oct. 31, 2007, 4:25PM RE/MAX Homestead Realty No. 2630 P. 6 06
 Oct. 31, 2007, 10:24AM RE/MAX Homestead Realty No. 2617 P. 7 07/15
 Oct. 31, 2007, 10:53 PM TOWN & COUNTRY REAL EST. FAX NO. 208 785 2880

FOR A REPRESENTATIVE PURCHASE AND SALE AGREEMENT PAGE # 7, SEE 2002 EDITION

PROPERTY ADDRESS: 84 HUNTER WY WILSON DC 20001

10. CLOSURE: On or before the closing date, BUYER and SELLER shall deposit with the closing agency all funds and instruments necessary to complete this transaction. Closing occurs the date on which all documents and other records are deposited by an escrow agent and the sale proceeds are available to SELLER. The closing shall be on later than 2:00 PM May 24, 2007.
The purchase price and the CLOSING AMOUNT for this transaction will be Five American
located at Blackfoot, ID 83221
(if a long-term contract or extension is involved, then the long-term contract shall be

[illegible]

21. **SALES PRICE INFORMATION** SELLER and BUYER hereby grant partnership in the brokers' and either party in this Agreement, to disclose and share from this transaction, including selling price and any party subject in the local Association/Board of REALTORS®, multiple listing service, its members, its members of prospect, agents and other professionals on any of real estate sales data. The parties to this Agreement acknowledge that sales price information compiled as a result of this Agreement, may be provided to the County Assessor Office by either party or by either party's broker.

22. PACKAGING TRANSMISSIONS Packings or enclosed transmission of any signed original document, and reproduction of any signed facsimile or electronic transmission shall be the means of delivery of an original. At the request of either party or the Clearing Agency, the parties will submit facsimile and electronic transmitted documents by signing an original document.

22. SINGULAR AND PLURAL forms must include the other class appropriate.

25. **SUBSISTENCE DAYS:** A subsistence day is herein defined as Monday through Friday, 0600 A.M. to 1800 P.M. in the time zone zone where the subject and primary is physically located. A maximum day shall not include any Saturday or Sunday nor shall a business day include any legal holiday recognized by the state of Idaho as found in Idaho Code § 72-101. This time in which any act occurred under this agreement is to be performed shall be ascertained by consulting the state of observation and listing the last day. The last day shall be the day prior to the date of completion. If the last day is a legal holiday then the time for performance shall be the next subsequent business day.

28. **KITOWAN's** Pacific if either party initiates or defends any arbitration or legal action or proceedings which are in any way connected with this Agreement, the providing party shall be entitled to recover from the non-providing party reasonable court and attorney's fees, including such costs and fees on appeal.

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28. COPIES OF THIS AGREEMENT MAY BE OBTAINED IN BANGALORE. Granting an agreement is obligatory shall mean the signature of
the medical officer of the same agreement. Each resident copy of an agreement signed in Bangalore is directed to be an exhibit, and it
medical officer shall in other respects be one and the same document.

DATE OF ISSUE 9/10/97 Date 10/9/97 SPECIALIST 107 x QMC Date 10-31-97

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE BY THE MARKINGS.

FD-31 (REVISED) PLACARD AND SALE AGREEMENT PAGE 5 OF 7, JULY 2002 EDITION

NOV-01-2007 THU 08:41 AM TOWN & COUNTRY REAL EST.

FAX NO. 208 785 2890

P. 09/14

Oct. 31, 2007; 4:25PM 2006 RE/MAX Homestead Realty TIME FURNITURE

No. 2630 P. 8 67

Oct. 31, 2007 10:25AM

RE/MAX Homestead Realty

FAX NO. 208 785 2890

No. 2617 P. 9 09/15

RESIDENTIAL PURCHASE AND SALE AGREEMENT PAGE 7 OF 7, ALL INFORMATION

PROPERTY ADDRESS: 64 N 850 W Blackfoot ID 83301

26. BUYER'S SIGNATURES

26.1. SELLER'S SIGNATURES (Specify number of BUYER, off-invoice(s) attached)

BUYER Signature: [Signature] BUYER (Print Name): [Signature]

Date: 10/31/07 Time: 6:20 P.M. Phone #: Cell #:

Address: City: State: Zip:

E-Mail Address: Fax #:

BUYER Signature: BUYER (Print Name):

Date: Time: P.M. Phone #: Cell #:

Address: City: State: Zip:

E-Mail Address: Fax #:

27. SELLER'S SIGNATURES

On this date, I/We hereby approve and accept the transaction set forth in the above Agreement and agree to carry out all the terms thereof on the part of the SELLER.

27.1. SELLER'S SIGNATURES SUBJECT TO ATTACHED COUNTER OFFER

27.2. SELLER'S SIGNATURES SUBJECT TO ATTACHED ADDENDUM(S)

SELLER Signature: [Signature] SELLER (Print Name): [Signature]

Date: 10-31-07 Time: 3:05 P.M. Phone #: 208-678-4241 Cell #:

Address: 223 Hwy 27 Blackfoot, ID City: Blackfoot State: ID Zip: 83301

E-Mail Address: jerry@cof.com Fax #:

SELLER Signature: [Signature] SELLER (Print Name): [Signature]

Date: 10-31-07 Time: 3:05 P.M. Phone #: 208-678-4241 Cell #:

Address: 223 Hwy 27 Blackfoot, ID City: Blackfoot State: ID Zip: 83301

E-Mail Address: jerry@cof.com Fax #:

CONTRACTOR REGISTRATION # (if applicable):

This form is printed and modified by the Idaho Real Estate Board. It is not to be used for any other purpose. It is not to be used for any other purpose. It is not to be used for any other purpose.

RESIDENTIAL PURCHASE AND SALE AGREEMENT PAGE 7 OF 7, ALL INFORMATION

[Signature]

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RESIDENTS PROPERTY DISCLOSURE JULY 2005 EDITION PAGE 2 of 4

PROPERTY ADDRESS: 84 North 950 West, Blackfoot

HEATING & COOLING SYSTEMS SECTION		None/Not Included	Working	Not Working	Do Not Know	Remarks	
A/C Fan(s)		☒					
Central Air Conditioning		☒					
Room Air Conditioner(s)		☒					
Evaporative Cooler(s)		☒					
Fireplace(s)		☒					
Fireplace Insert(s)		☒					
Furnace/Heating System(s)		☒	☒				
Humidifier(s)		☒					
Wood/Pellet Stove(s)		☒					
Air Cleaner(s)		☒					
MOISTURE & DRAINAGE CONDITIONS SECTION			Yes	No	Do Not Know	Remarks	
Is the property located in a floodplain?					☒		
Are you aware of any site drainage problems?				☒			
Has there been any water intrusion or moisture related damage to any portion of the property, including, but not limited to, the crawlspace, floor, walls, ceilings, siding, or basement, based on flooding, moisture seepage, moisture condensation, sewer overflow/backups, or leaking pipes, plumbing fixtures, appliances, or moisture related damage from other causes?				☒			
Have you had the property inspected for the existence of any types of mold?				☒			
If the property has been inspected for mold, is a copy of the inspection report available?							
Are you aware of the existence of any mold-related problems on any interior portion of the property, including but not limited to, floors, walls, ceilings, basement, crawlspaces, and attics, or any mold-related structural damage?				☒			
Have you ever had any water intrusion, moisture related damage, mold or mold-related problems on the property remediated, repaired, fixed or replaced?				☒			
FUEL TANK SECTION		NA (X)	Propane ()	Oil ()	Electric ()	Gasoline ()	Other ()
Location:							
In Use: () Not in Use: ()							
Above Ground: () Buried: ()							
WATER & SEWER SYSTEMS SECTION		None/Not Included	Working	Not Working	Do Not Know	Remarks	
Hot Tub/Spa and Equipment		☒					
Pool and Pool Equipment		☒					
Plumbing System - Faucets and Fixtures		☒	☒				
Water Heater(s)		☒	☒				
Water Softener (owned)		☒					
Water Softener (leased)		☒					
Septic System			☒				
Sump Pump/Lift Pump		☒	☒				
Landscape Sprinkler System		☒	☒				
WATER & SEWER SYSTEM TYPE SECTION		Public System	Community System	Private System	Cistern	Other	
Domestic Water Provided By:				☒			
Irrigation Water Provided By:				☒			
Property Sewer Provided By:				☒			
If Septic System, Date Last Pumped							
Reg 1 1/2005							
ROOF & SIDING SECTION: Age (If Known):			Yes	No	Do Not Know	Remarks	
Is there present damage to the roof?				☒			
Does the roof leak?				☒			
Are there any problems with the siding?				☒			

BUYER'S Initials (CH) () Date 10/29/07SELLER'S Initials (BW) (GM) Date 6-28-07

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REAL ESTATE PROPERTY DISCLOSURE, JULY 2005 EDITION, PAGE 3 OF 4

PROPERTY ADDRESS: 84 North 980 West, Blackfoot

HAZARDOUS CONDITIONS SECTION	Yes	No	Do Not Know	Remarks
Are you aware of any asbestos or other toxic or hazardous materials on the property?		X		
Has the property ever been used as an illegal drug manufacturing site?		X		
Are you aware of any current or previous insect, rodent or other pest infestation(s) on the property?		X		
Have you ever had the property serviced by an exterminator or had the property otherwise remediated for insect, rodent or other pest infestation(s)?		X		
Is there any damage due to wind, fire, or flood?		X		
OTHER DISCLOSURES SECTION	Yes	No	Do Not Know	Remarks
Are there any conditions that may affect your ability to clear title such as encroachments, easements, zoning violations, lot line disputes, restrictive covenants, etc.?		X		
Has the property been surveyed since you owned it?		X		
Have you received any notices by any governmental or quasi-governmental entity affecting this property, i.e. Local Improvement District (LID) or zoning changes, etc.?		X		
Are there any structural problems with the improvements?		X		
Are there any structural problems with the foundation?		X		
Have any substantial additions or alterations been made without a building permit?		X		
Has the fireplace/wood stove/chimney/flue been inspected?		X		
Has the fireplace/wood stove/chimney/flue been cleaned?		X		
Have you ever filed a homeowner's insurance claim on the property?	X			roof
ADDITIONAL REMARKS AND/OR EXPLANATIONS SECTION: Please list any other existing problems that you know of concerning the property including legal, physical, product defects or others that are not already listed. (Use additional pages if necessary.)				

The referenced property herein is exempt from the code because of Section 55-3506 for any of the following reasons:

- ☐ A transfer pursuant to court order involving, but not limited to a transfer ordered by a probate court during the administration of the decedent's estate, a transfer pursuant to a writ of execution, a transfer by a trustee in bankruptcy, a transfer as a result of the exercise of the power of eminent domain, and a transfer that results from a decree for a specific performance of a contract or other agreement between persons;
- ☐ A transfer to a mortgagee by a mortgagor by deed in lieu of foreclosure or in satisfaction of the mortgage debt;
- ☐ A transfer to a beneficiary of a deed of trust by trustee in default;
- ☐ A transfer by a foreclosure sale that follows a default in the satisfaction of an obligation secured by a mortgage;
- ☐ A transfer by a sale under a power of sale following a default in the satisfaction of an obligation that is secured by a deed of trust or another instrument containing a power of sale accruing within one (1) year of foreclosure on the default;
- ☐ A transfer by a mortgagee, or beneficiary under a deed of trust, who has acquired the residential real property at a sale conducted pursuant to a power of sale under a mortgage or deed of trust or who has acquired the residential real property by a deed in lieu of foreclosure;
- ☐ A transfer by a fiduciary in the course of the administration of a decedent's estate, a guardianship, a conservatorship or a trust;
- ☐ A transfer from one (1) co-owner to one (1) or more other co-owners;
- ☐ A transfer made to the transferor's spouse or to one (1) or more persons in the lineal line of consanguinity of one (1) or more of the transferors;
- ☐ A transfer between spouses or former spouses as a result of a decree of divorce, dissolution of marriage, annulment or legal separation or as a result of a property settlement agreement incidental to a decree of divorce, dissolution of marriage, annulment or legal separation;
- ☐ A transfer to or from the state, a political subdivision of the state, or another governmental entity;
- ☐ A transfer that involved newly constructed residential real property, that previously has not been inhabited, except as required by questions 1, 2 and 3;
- ☐ A transfer to a transferee who has occupied the property as a personal residence for one (1) or more years immediately prior to the transfer;
- ☐ A transfer from a transferor who has both not occupied the property as a personal residence within one (1) year immediately prior to the transfer and has acquired the property through inheritance or devise;
- ☐ A transfer by a relocation company to a transferee within one (1) year from the date that the previous owner occupied the property;
- ☐ A transfer from a decedent's estate;

 BUYER'S Initials (JD) () Date 10/29/07 SELLER'S Initials (GMN) (CR) Date 10/29/07

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RE-36 SELLER'S PROPERTY DISCLOSURE JULY 2006 EDITION PAGE 4 of 4

PROPERTY ADDRESS: 84 North 960 West, Blackfoot

The SELLER certifies that the information herein is true and correct to the best of the SELLER's knowledge as of the date signed by the SELLER. The SELLER is familiar with the residential property and each act performed in making a disclosure of an item of information is made and performed in good faith.

SELLER and BUYER understand and acknowledge that the statements contained herein are the representations of the SELLER regarding the condition of the property. No statement made herein is a statement of a SELLER's agent or agents, and no agent is authorized to make any statement, or verify any statement, relating to the condition of the property. SELLER and BUYER also understand and acknowledge that SELLER in no way warrants or guarantees the above information regarding the property. SELLER and BUYER also understand and acknowledge that, unless otherwise specifically set forth, no agent of the SELLER is an expert in environmental or other conditions which are or may be hazardous to human health, and which may exist on the property. BUYER MAY, AT BUYER'S OPTION AND EXPENSE, CONSULT WITH ANY INDEPENDENT QUALIFIED INSPECTOR TO ASSESS OR DETECT THE PRESENCE OF SUCH KNOWN OR SUSPECTED HAZARDOUS CONDITIONS.

SELLER and BUYER understand that Listing Broker and Selling Broker in no way warrants or guarantees the above information on the property.

SELLER hereby acknowledges receipt of a copy of this form:

[Signature]
SELLER

Date

6-26-07

[Signature]
SELLER

Date

6-26-07

BUYER hereby acknowledges receipt of a copy of this disclosure form and does hereby WAIVE NOT WAIVE the right to rescind the related purchase agreement within three (3) business days from the date of receipt of this form. IF BUYER DOES NOT WAIVE THE RIGHT TO RESCIND as set forth above, BUYER may only rescind the purchase and sale agreement within three (3) business days following receipt of this disclosure statement, by a written, signed and dated document that is delivered to the seller or his agents by personal delivery, ordinary or certified mail, or facsimile transmission. BUYER's rescission must be based on a specific objection to a disclosure in the disclosure statement. The notice of rescission must specifically identify the disclosure objected to by the BUYER. If no signed notice of rescission is received by the SELLER within the three (3) business day period, BUYER's right to rescind is waived.

BUYER

Date

10/29/07

BUYER

Date

AMENDED DISCLOSURE FORM: Subsequent to the delivery of the initial SELLER'S Property Condition Disclosure Form previously acknowledged, SELLER hereby makes the following amendments. (Attach additional pages if necessary.) Other than those amendments made below, the SELLER states that there have been no changes to the information contained in the initial SELLER'S Property Condition Disclosure Form. IF THERE ARE NO UPDATES, THERE IS NO NEED TO SIGN BELOW.

SELLER hereby acknowledges receipt of this amended form:

SELLER

Date

SELLER

Date

BUYER hereby acknowledges receipt of a copy of the amended disclosure form and does hereby WAIVE NOT WAIVE the right to rescind the related purchase agreement based solely on the amendments to the disclosure form within three (3) business days from the date of receipt of this amended form. IF BUYER DOES NOT WAIVE THE RIGHT TO RESCIND as set forth above, BUYER may only rescind the purchase and sale agreement within three (3) business days following receipt of this amended disclosure statement, by a written, signed and dated document that is delivered to the SELLER or his agents by personal delivery, ordinary or certified mail, or facsimile transmission. BUYER's rescission must be based on a specific objection to a disclosure in the disclosure statement. The notice of rescission must specifically identify the disclosure objected to by the BUYER. If no signed notice of rescission is received by the SELLER within the three (3) business day period, BUYER's right to rescind is waived.

BUYER

Date

BUYER

Date

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Company: RE/MAX Homestead Realty
Provided by: Garth Jones

S/N: PCFR-06234

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ADDENDUM/AMENDMENT # 1

Legal Description:

A portion of the NE 1/4 of Section 33 Twp. 2 So. Range 34 EBN described as:
Beginning at a point that is South 0°10'22" West 665.85 feet from
the North Quarter corner of said Section 33; and running thence South
0°10'22" West along the North-South center line of said Section 33,
323.14 feet; thence South 89°27'20" West 660.00 feet; thence North
0°10'22" East 323.14 feet; thence North 89°27'20" East 660.00 feet to
the point of beginning; containing 4.896 acres, more or less;

Seller

Buyer

Date 10-26-07 Time

Date 10/29/07 Time 6:23pm

NOV-01-2007 THU 08:42 AM TOWN & COUNTRY REAL EST.

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RE-25 SELLER'S PROPERTY DISCLOSURE, JULY, 2006 EDITION PAGE 1 OF 4



RE-25 SELLER'S PROPERTY DISCLOSURE FORM

Seller's Name(s): Gerald & Ameryille WinnDate: 8/26/2007Property Address: 84 North 950 West, Blackfoot

Section 55-2501, et seq., Idaho Code, requires SELLERS of residential real property to complete a property condition disclosure form. "Residential Real Property" means real property that is improved by a building or other structure that has one (1) to four (4) dwelling units or an individually owned unit in a structure of any size. This also applies to real property which has a combined residential and commercial use. THE PURPOSE OF THE STATEMENT: This is a statement made by the SELLER of the conditions and information concerning the property known by the SELLER. This is NOT a statement of any agent representing the SELLER and no agent is authorized to make representations or verify representations concerning the condition of the property. Unless otherwise advised, the SELLER does not possess any expertise in construction, architectural, engineering or any other specific areas related to the construction or condition of the improvements on the property. Other than having lived at or owning the property, the SELLER possesses no greater knowledge than that which could be obtained upon careful inspection of the property by the potential BUYER. Unless otherwise advised, the SELLER has not conducted any inspection of generally inaccessible areas such as the foundation or roof. This disclosure is not a warranty of any kind by the SELLER or by any agent representing the SELLER in this transaction. It is not a substitute for any inspections. The BUYER is encouraged to obtain his/her own professional inspections.

Notwithstanding that transfer of newly constructed residential real property that previously has not been inhabited is exempt from disclosure pursuant to section 55-2508, Idaho Code, SELLERS of such newly constructed and existing residential real property shall disclose information regarding annexation and city services in the form as prescribed in questions 1, 2, and 3.

1. Is the property located in an area of city impact, adjacent or contiguous to a city limit, and thus legally subject to annexation by the city?
☐ Yes ☒ No ☐ Do Not Know ☐ The property is already within city limits
2. Does the property, if not within city limits, receive any city services, thus making it legally subject to annexation by the city?
☐ Yes ☒ No ☐ Do Not Know ☐ The property is already within city limits
3. Does the property have a written consent to annex recorded in the county recorder's office, thus making it legally subject to annexation by the city?
☐ Yes ☒ No ☐ Do Not Know ☐ The property is already within city limits

THE FOLLOWING ARE IN THE CONDITIONS INDICATED:

APPLIANCES SECTION	None/Not Included	Working	Not Working	Do Not Know	Remarks
Built-in Vacuum System	☒				
Clothes Dryer	☒				
Clothes Washer	☒				
Dishwasher		☒			
Disposal	☒				
Freezer	☒				
Kitchen Vent Fan/Hood	☒	☒			
Microwave Oven		☒			
Oven(s)/Range(s)/Cook top(s)	☒				
Trash Compactor	☒				
Refrigerator		☒			
ELECTRICAL SYSTEMS SECTION	None/Not Included	Working	Not Working	Do Not Know	Remarks
Air Purifier	☒				
Security System(s)	☒				
Ceiling Fan(s)		☒			
Garage Door Opener(s)/Control(s)	☒				
Inside Telephone Wiring/Jacks	☒				
Aluminum Wiring	☒				
Intercom System	☒				
Light Fixtures	☒				
Beams	☒				
Smoke Detector(s)/Fire Alarm(s)	☒				
Bath Vent Fan(s)		☒			
220 Volt Outlet(s)		☒			
TV Antenna/Dish/Controls	☒				
Switches and Outlets		☒			

BUYER'S Initials: SW) (SW) Date: 10/29/07 SELLER'S Initials: SW) (SW) Date: 8-26-07

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