

RECEIVED

MAR 04 2008

DEPARTMENT OF
WATER RESOURCES20604 S. Robinson Cr Rd
Cataldo, Id. 83810

208-689-9183

Emily

Enclosed is a copy of my divorce decree with high-lights on distribution of the ranch property. 80 Acres + The house, (which the water rights are attached to), and 20 acres to Nancy. Also enclosed is an amendment to that decree stating Nancy will ~~be~~ sign over all rights to the 80 Acres upon receipt of an early payment agreement. You have a copy of the Quit Claim Deed for the 60 Acres covered in that agreement.

Also enclosed is The Quit Claim deed I gave to her describing her 20 Acres of the ranch.

All I am lacking is the deed for the 20 Acres the house sits on. I am going to get that as soon as possible but its 50 miles to town + its calving season. Please let me know if getting that deed will be necessary with the other info I have provided.

Also enclosed is tax assessments for the parcels of land I currently own + pay taxes on. I realize they only have parcel numbers and may not help.

Thank You for all your help.

PS. Also enclose ^{are} a Lien + Lease Affidavit + Deed of Trust Copy. These were made when I refinanced my ranch. These show the parcel I refinanced + no liens from Nancy on it. thanks

Robert K. Dionne
Robert K. Dionne

Return To: U S BANK N.A.
1550 AMERICAN BOULEVARD EAST
BLOOMINGTON MN 55425

Prepared By: KATHRYN GIBSON
U S BANK N.A.
555 S W OAK STREET
PORTLAND, OR 97204

[Space Above This Line For Recording Data]

DEED OF TRUST

LOAN: # 7884319133

MIN 100021278843191334

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 2, 2004 together with all Riders to this document.

(B) "Borrower" is
ROBERT DIONNE (UNMARRIED)

Borrower is the trustor under this Security Instrument.

(C) "Lender" is U S BANK N.A.

Lender is a NATIONAL ASSOCIATION
organized and existing under the laws of THE UNITED STATES OF AMERICA

IDAHO -Single Family- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

Form 3013 1/01

VMP -5A(ID) (0005)

Page 1 of 15

Initials _____

VMP MORTGAGE FORMS - (800)521-7291



Lender's address is 4801 FREDERICA STREET, OWENSBORO, KY 42301

(D) "Trustee" is PAIGE PARKER C/O IMHOFF AND LYNCH,
P.O. BOX 739, BOISE, ID 82701

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated NOVEMBER 2, 2004

The Note states that Borrower owes Lender TWO HUNDRED THOUSAND ONE HUNDRED AND
NO/100 Dollars

(U.S. \$ 200,100.00) 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, 2034

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

(H) "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.

(I) "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] |

(J) "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.

(K) "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.

(L) "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.

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

(N) "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.

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

(P) "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.

(Q) "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.

(R) "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

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. 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 **PUBLIC RECORDS** [Type of Recording Jurisdiction] of **KOOTENAI COUNTY** [Name of Recording Jurisdiction] :

THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER
AND THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST
QUARTER OF SECTION 23, TOWNSHIP 48 NORTH, RANGE 2 WEST, BOISE
MERIDIAN, LYING EAST OF THE CENTERLINE OF EAGLE ROAD, KOOTENAI
COUNTY, IDAHO.

Parcel ID Number: **48N02W-23-6700**
20607 S ROBINSON CREEK ROAD
CATALDO
("Property Address"):

which currently has the address of
[Street]
[City], Idaho **83810** [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclosure and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized 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.

109052
1815721

QUITCLAIM DEED

FOR VALUE RECEIVED

Robert K. Dionne – an unmarried man and Nancy A. Dionne – an unmarried woman,
who acquired title as husband and wife

do hereby convey, release, remise and forever quit claim

unto Nancy A. Dionne – an unmarried woman

whose address is P.O. Box 153, Cataldo, Idaho 83810

the following described premises, to-wit:

See Attached Exhibit "A"

STATE OF IDAHO
COUNTY OF KOOTENAI
AT THE REQUEST OF
PIONEER TITLE CO.
JUL 22 P 4: 52
DANIEL J. ENGLISH
DEPUTY
FEES 6-

together with their appurtenances, together with any after acquired title.

dated: 7/19/03

x Robert K. Dionne x Nancy A. Dionne

ACKNOWLEDGMENT - Individual

STATE OF Idaho, County of Kootenai, ss.

On this 19 day of July, in
the year of 2003, before me Robert K. Dionne
a Notary Public,
personally appeared Nancy A. Dionne
known or
identified to me to be the person whose name I
subscribed to the within instrument, and acknowledged to
me that they executed the same.

Notary Public: Gary D. Atha
Residing at: Medhurst, Idaho

Commission expires: 11-22-06

STATE OF IDAHO, COUNTY OF

I hereby certify that this instrument was filed for record
at the request of

at minutes past o'clock m.,
this day of
19, in my office, and duly recorded in Book
of Deeds at page

Ex-Officio Recorder

By Deputy.

Fees \$

Mail to:

Pioneer Title Company of Kootenai County

100 Wallace Ave. • P.O. Box 486
Coeur d'Alene, Idaho 83814-0486
(208) 664-8254 • FAX (208) 664-9479

DAYE A. ATHA

NOTARY PUBLIC -

Exhibit "A"

The West Half of the Northeast Quarter of the Northwest Quarter of Section 26, Township 48 North, Range 2 West, Boise Meridian, Kootenai County, State of Idaho;

EXCEPTING THEREFROM that portion lying West of the centerline of Eagle Road;

TOGETHER WITH that portion of the Northwest Quarter of the Northwest Quarter of Section 26, Township 48 North, Range 2 West, Boise Meridian, Kootenai County, State of Idaho, lying East of the centerline of Eagle Road.

LIEN AND LEASE AFFIDAVIT
EXHIBIT "A"

THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THAT
PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23,
TOWNSHIP 48 NORTH, RANGE 2 WEST, BOISE MERIDIAN, LYING EAST OF THE CENTERLINE
OF EAGLE ROAD, KOOTENAI COUNTY, IDAHO.

EXHIBIT "B"

NONE

MIKE McDOWELL
KOOTENAI COUNTY ASSESSOR
PO Box 9000
451 Government Way
Coeur d'Alene, ID 83816-9000

ASSESSMENT NOTICE

BUDGET HEARING INFORMATION
FOR 2005

THIS IS NOT A BILL.
DO NOT PAY.

31 MAY 2005
6055

For any questions, please notify the Assessor's Office immediately.
 Assessor's Telephone Number: (208) 446-1500

DIONNE, ROBERT
20607 S ROBINSON CREEK RD
CATALDO ID 83810-9734

129421

1/1
 2036 8 8

Appeals of your property value must be filed in writing,
 on a form provided by the County, by: 27 JUN 2005 5PM



Serial # 129421
Parcel # 48N02W-23-6700

Parcel Address: 20607 S ROBINSON CREEK RD
Parcel Description: 23-48N-2W N2-SE-SW; SW-SW LYING E OF RD

Tax Code Area: 241000

ASSESSED VALUE OF YOUR PROPERTY

CURRENT CATEGORY AND DESCRIPTION	LOTS/ACRES	LAST YEAR'S VALUE	CURRENT YEAR'S VALUE
4 GRAZING MEADOW	7.945		4,767
5 DRY GRAZING	12.356		2,718
10 HOMESITE RSITE	1.000		28,000
19 WASTE WASTE	0.246		
31 BLDGS/IMPS TO LAN H1			77,625
Sub Total:	21.547		113,110
Less Homeowners Exemption:			-38,813
Net Taxable PropertyValue:		61,549	74,297

These values may not include personal property values. Taxes are based on the values shown on this Notice and on the Budgets of the taxing districts.

BUDGET HEARING INFORMATION

TAXING DISTRICTS	LAST YEAR'S TAXES		PHONE NUMBER	DATE OF PUBLIC BUDGET HEARING
KOOTENAI CO	214.37		208-446-1600	09/06/2005 7:00P
EASTSIDE HWY	37.51		208-765-4714	08/15/2005 11:00P
SCHOOL 274	338.87		208-689-3631	06/13/2005 6:30P
SHOSH FIRE 2	147.04		208-786-4272	07/20/2005 4:30P
CO LIBRARY	17.93		208-772-5612	08/31/2005 3:00P
N ID COLLEGE	45.56		208-769-3342	06/22/2005 6:00P
KOOT HOSP			208-666-2003	11/16/2005 8:00A
KOOTENAI-EMS	10.15		208-676-8739	07/28/2005 3:00P
Subtotal:	811.43			
Fees:	105.84			
Total Property Taxes and Fees:	917.27			

THIS IS NOT A BILL. DO NOT PAY.

See the back of this Notice for details.

MIKE McDOWELL
KOOTENAI COUNTY ASSESSOR
 PO Box 9000
 451 Government Way
 Coeur d'Alene, ID 83816-9000

ASSESSMENT NOTICE

BUDGET HEARING INFORMATION
 FOR 2005

THIS IS NOT A BILL.
 DO NOT PAY.

31 MAY 2005
 6055

For any questions, please notify the Assessor's Office immediately.
 Assessor's Telephone Number: (208) 446-1500

DIONNE, ROBERT K ETUX
 20607 S ROBINSON CREEK RD
 CATALDO ID 83810-9734

190290

1/1
 2037 8 8

Appeals of your property value must be filed in writing,
 on a form provided by the County, by: 27 JUN 2005 5PM



Serial # 190290
Parcel # 48N02W-23-6800

Parcel Description: 23-48N-2W S2-SE-SW EX PTN LYING W OF RD

Tax Code Area: 241000

ASSESSED VALUE OF YOUR PROPERTY

CURRENT CATEGORY AND DESCRIPTION	LOTS/ACRES	LAST YEAR'S VALUE	CURRENT YEAR'S VALUE
4 GRAZING MEADOW	7.912	4,391	4,747
5 DRY GRAZING	9.809	3,286	3,776
10 HOMESITE MSITE	1.000	28,000	28,000
19 WASTE WASTE	0.743		
31 BLDGS/IMPS TO LAN D1		8,680	9,212
31 BLDGS/IMPS TO LAN D2		5,470	5,911
Sub Total:	19.464	49,827	51,646
Less Homeowners Exemption:		0	0
Net Taxable Property Value:		49,827	51,646

These values may not include personal property values. Taxes are based on the values shown on this Notice and on the Budgets of the taxing districts.

BUDGET HEARING INFORMATION

TAXING DISTRICTS	LAST YEAR'S TAXES	PHONE NUMBER	DATE OF PUBLIC BUDGET HEARING
KOOTENAI CO	173.55	208-446-1600	09/06/2005 7:00P
EASTSIDE HWY	30.36	208-765-4714	08/15/2005 11:00A
SCHOOL 274	274.34	208-689-3631	06/13/2005 6:30P
SHOSH FIRE 2	119.04	208-786-4272	07/20/2005 4:30P
CO LIBRARY	14.52	208-772-5612	08/31/2005 3:00P
N ID COLLEGE	36.88	208-769-3342	06/22/2005 6:00P
KOOT HOSP		208-666-2003	11/16/2005 8:00A
KOOTENAI-EMS	8.22	208-676-8739	07/28/2005 3:00P
Subtotal:	656.91		
Fees:	10.70		
Total Property Taxes and Fees:	667.61		

THIS IS NOT A BILL. DO NOT PAY.

See the back of this Notice for details

MIKE McDOWELL
KOOTENAI COUNTY ASSESSOR
PO Box 9000
451 Government Way
Coeur d'Alene, ID 83816-9000

ASSESSMENT NOTICE

BUDGET HEARING INFORMATION
FOR 2005

THIS IS NOT A BILL.
DO NOT PAY.

31 MAY 2005
6055

For any questions, please notify the Assessor's Office immediately.
Assessor's Telephone Number: (208) 446-1500

DIONNE, ROBERT ETUX
20607 S ROBINSON CREEK RD
CATALDO ID 83810-9734

133628

1/1
2043 8 8

Appeals of your property value must be filed in writing,
on a form provided by the County, by: 27 JUN 2005 5PM



Serial # 133628
Parcel # 48N02W-26-2600

Parcel Address: 21543 S ROBINSON CREEK RD
Parcel Description: 26-48N-2W W2-NW-NE, NE-NW EX W2-NE-NW

Tax Code Area: 241000

ASSESSED VALUE OF YOUR PROPERTY

CURRENT CATEGORY AND DESCRIPTION	LOTS/ACRES	LAST YEAR'S VALUE	CURRENT YEAR'S VALUE
5 DRY GRAZING	22.888	7,667	8,812
7 TIMBER-BARE LAND	17.112	2,635	2,498
Sub Total:	40.000	10,302	11,310
Less Homeowners' Exemption:		0	0
Net Taxable Property Value:		10,302	11,310

These values may not include personal property values. Taxes are based on the values shown on this Notice and on the Budgets of the taxing districts.

BUDGET HEARING INFORMATION

TAXING DISTRICTS	LAST YEAR'S TAXES	PHONE NUMBER	DATE OF PUBLIC BUDGET HEARING
KOOTENAI CO	35.88	208-446-1600	09/06/2005 7:00P
EASTSIDE HWY	6.28	208-765-4714	08/15/2005 11:00P
SCHOOL 274	56.72	208-689-3631	06/13/2005 6:30P
SHOSH FIRE 2	24.61	208-786-4272	07/20/2005 4:30P
CO LIBRARY	3.00	208-772-5612	08/31/2005 3:00P
N ID COLLEGE	7.63	208-769-3342	06/22/2005 6:00P
KOOT HOSP		208-666-2003	11/16/2005 8:00A
KOOTENAI-EMS	1.70	208-676-8739	07/28/2005 3:00P
Subtotal:	135.82		
Fees:	32.34		
Total Property Taxes and Fees:	168.16		

THIS IS NOT A BILL. DO NOT PAY.

See the back of this Notice for details.

MAY 22 AM 11:45

CLERK DISTRICT COURT

DEPUTY

Gary I. Amendola
WALKER RINES AMENDOLA & ANDERSEN, PLLC
702 N. 4th Street, Suite 200
Coeur d'Alene, ID 83814
Telephone: (208) 664-8225
Facsimile: (208) 765-1046
ISBN: 4872

Attorneys for Plaintiff

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

ROBERT K. DIONNE,
Plaintiff,

v.

NANCY A. DIONNE,
Defendant.

CASE NO. CV 03-02953

DECREE OF DIVORCE

This case came before the Court pursuant to a Stipulation for Entry of Decree of Divorce. Based upon the Stipulation for Entry of Decree of Divorce, after review of the records and files in this case, Findings of Fact and Conclusions of Law having been formally waived, and good cause appearing,

IT IS ORDERED, ADJUDGED AND DECREED that the bonds of matrimony now existing between Robert K. Dionne (Robert) and Nancy A. Dionne (Nancy) are forever dissolved and Robert and

DECREE OF DIVORCE - 1

FILED AT CLERK'S OFFICE, COEUR D'ALENE, IDAHO, MAY 22, 2003

ORIGINAL
COPY

Nancy are released, each from the other and from all matrimonial obligations, and Robert is granted an absolute Decree of Divorce from Nancy on the grounds of irreconcilable differences.

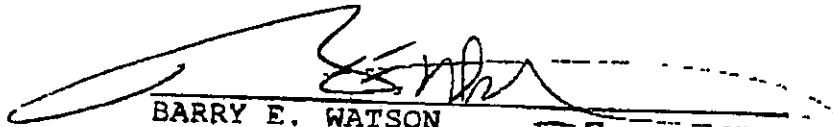
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the real and personal community property and the community debt of Robert and Nancy are awarded to each in accordance with the May 12, 2013 Property and Debt Settlement, which is attached and incorporated by reference as Exhibit A. Except as may be stated to the contrary in Exhibit A, the real and personal community property is awarded to each free from any claim of the other. Except as may be stated to the contrary in Exhibit A, the each party must indemnify the other party and hold harmless the other party from the debt for which that party is responsible.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that any separate property of Robert and Nancy is awarded to each of the.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the parties are ordered to sign and deliver any documents necessary to effect the property disposition and debt allocation.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED the Plaintiff and Defendant will each pay his or her own attorney's fees and costs incurred herein.

DATED this 21 day of May, 2003.


BARRY E. WATSON
District Court Magistrate 356

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 22 day of May, 2003, I caused to be served a true and correct copy of the foregoing by the method indicated below, and addressed to the following:

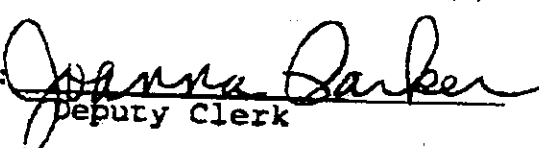
Gary I. Amendola
WALKER RINES AMENDOLA &
ANDERSEN, PLLC
702 N. 4th Street, Suite 200
Coeur d'Alene, ID 83814

☐ U.S. Mail
☐ Hand Delivered
☒ Facsimile to: (208) 765-1041
☐ Overnight Mail

Nancy A. Dionne
20607 S. Robinson Creek Road
Cataldo, ID 83810

☒ U.S. Mail
☐ Hand Delivered
☐ Facsimile to:
☐ Overnight Mail

DANIEL J. ENGLISH
CLERK OF THE DISTRICT COURT

By: 
Deputy Clerk

PROPERTY AND DEBT SETTLEMENT

PROPERTY TO BOB:

1. Guns.
2. Gun cabinet.
3. Dodge pick-up truck subject to any encumbrance.
4. Ford Ranger pick-up truck subject to any encumbrance.
5. All refunds from the parties 2002 state and federal tax returns.
6. Four(4) calves born in 2002.
7. One-half ($\frac{1}{2}$) of the cows.
8. One-half ($\frac{1}{2}$) of the calves born in 2003.
9. One-half ($\frac{1}{2}$) of the value of all excess hay for the summer of 2003.
10. 1957 International stock truck.
11. One-half ($\frac{1}{2}$) of the camping equipment.
12. All shop items.
13. One-half ($\frac{1}{2}$) of the tack and horse equipment.
14. Mac and Scout, the horses.
15. Stock Trailer.
16. One-half ($\frac{1}{2}$) remaining miscellaneous items.
17. A reasonable amount of the furniture and household items in the house.
- ★ 18. Quit claim deed to the 80 acres and the ranch upon refinancing in Bob's name.

DEBTS TO BOB:

1. U.S. Bank mortgage on the ranch.
2. John Deere baler payment.
3. Les Schwab.
4. Electric bill at the ranch.
5. Phone bill at the ranch.
6. Real property taxes and insurance on the ranch.
7. Blue Cross insurance premiums.
8. Life insurance premiums.
9. Debts and obligations incurred after today.

MISCELLANEOUS:

1. Bob will maintain a life insurance policy, with the children of the parties as named beneficiaries, until the 80 acres is refinanced in his name or sold.

PROPERTY TO NANCY:

1. A reasonable amount of the furniture and household items in the house.
2. Quit claim deed to the upper twenty (20) acres of land (W 1/2 NE 1/4 NW 1/4 Section 26).
3. Cash management fund.
4. Teacher's Credit Union account.
5. Wells Fargo joint checking account.
6. Roth investment account.
7. One-half (1/2) camping equipment.
8. One-half (1/2) tack and horse equipment, including the Hamley saddle.
9. Nancy's horse, Shenah.
10. Nancy's mother's camper/trailer.
11. One-half (1/2) the cows.
12. One-half (1/2) of the calves born in 2003.
13. Any gardening tools and equipment.
14. Chevy truck subject to any encumbrance.
15. One-half (1/2) of the value of all excess hay for the summer of 2003.
18. All of the proceeds from the sale of the bull.
19. One-half (1/2) remaining miscellaneous items.

DEBT TO NANCY:

1. Citi Bank Student Loan.
2. AT&T credit card.
3. U.S. Bank Line-of-Credit.
4. Wells Fargo Line-of-Credit.
5. Wireless telephone bill.
6. Nancy's life insurance premium.
7. Debt and obligations incurred after today.

THE RANCH AND RANCH EQUIPMENT:

1. If Bob keeps the ranch for 5 years from June 1, 2003 then he must pay Nancy \$45,000, either in a lump sum or \$5,625 per year for 8 years. Under this scenario, Bob keeps the ranch and the ranch equipment* free and clear of any further claim by Nancy.
2. If the ranch is sold within one year of June 1, 2003 then

the current indebtedness against the ranch of \$191,000. If Bob decides to keep the ranch equipment* under this scenario, then he must also pay Nancy \$20,000. If the ranch equipment is sold under this scenario, then Bob and Nancy share equally in the net profit from the sale of the ranch equipment*.

3. If the ranch is sold after 1 year from June 1, 2003, but before 5 years from June 1, 2003, Nancy gets $\frac{1}{2}$ of the net profit from the sale of the ranch based on the current indebtedness against the ranch of \$191,000. Under this scenario, Nancy also will receive \$20,000 whether Bob sells the ranch equipment* or decides to keep the ranch equipment*.

*Ranch equipment means the following:

1. John Deere Model 60
2. 1982 Ford 5610 tractor
3. John Deere round baler
4. New Holland baler
5. New Holland swather
6. New Holland manure spreader
7. 60 foot grain auger
8. International side delivery rake



February 7, 2005

ROBERT K. DIONNE
20607 S. ROBINSON CRK RD
CATALDO, ID 83810

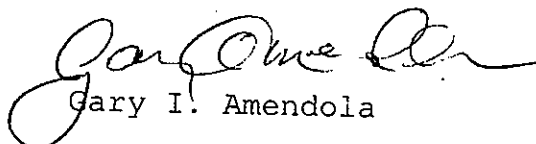
RE: ROBERT K. DIONNE vs. NANCY A. DIONNE,
CASE NO. CV-03-2953

Dear Robert:

Enclosed is a copy of the signed Order Amending Decree of Divorce. Please review and contact me with any questions or comments you may have.

Yours truly,

WALKER AMENDOLA
ANDERSEN & DOTY, PLLC


Gary I. Amendola

Enclosure

GIA/mh

F:\DATA\CLIENTS\Dionne, Robert K\Corres\Client ltr 02.07.05.wpd

CLERK DISTRICT COURT

DEPUTY

Gary I. Amendola
WALKER AMENDOLA ANDERSEN & DOTY, PLLC
702 N. 4th Street, Suite 200
Coeur d'Alene, ID 83814
Telephone: (208) 664-8225
Facsimile: (208) 765-1046
ISBN: 4872

Attorneys for Plaintiff

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

ROBERT K. DIONNE,
Plaintiff,

v.

NANCY A. DIONNE,
Defendant.

Case No. CV 03-02953

ORDER AMENDING DECREE OF
DIVORCE

Based on the Stipulation to Amend Decree of Divorce filed in
this case and the Court being otherwise advised,

IT IS ORDERED that the May 12, 2003 Property and Debt
Settlement, which is identified in the Decree of Divorce as
Exhibit A, is amended as follows:

1. Paragraphs 1, 2, and 3 under the subheading "The Ranch
and Ranch Equipment" are superseded and null and void.

ORDER AMENDING DECREE OF DIVORCE - 1

ORIGINAL

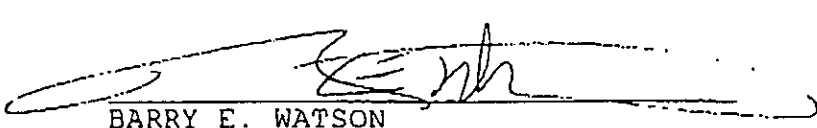
COPY TO CLIENT

Date 2-7-05

2. A new paragraph 1 under the subheading "The Ranch and Ranch Equipment" now reads as follows: Within 30 days of the signing of an Order approving this Stipulation, Robert K. Dionne will pay Nancy A. Dionne \$45,000.00. Within 30 days of the signing of an Order approving this Stipulation or upon receipt of the \$45,000.00, whichever is earlier, Nancy A. Dionne will sign quit claim deeds to the remaining 60 acres of the 80 acres to which Robert K. Dionne is entitled under the original Decree of Divorce. In addition, Nancy A. Dionne waives all of her right, title and interest to any of the 8 items of Ranch Equipment identified under the subheading "The Ranch and Ranch Equipment".

IT IS FURTHER ORDERED that in all other respects, the Decree of Divorce entered in this case on May 21, 2003 remains in full force and effect.

DATED this 7 day of ^{FEB}~~January~~, 2005.


BARRY E. WATSON
District Court Magistrate

352

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 7 day of ^{Feb.}~~January~~, 2005, I caused to be served a true and correct copy of the foregoing by the method indicated below, and addressed to the following:

Gary I. Amendola
WALKER AMENDOLA
ANDERSEN & DOTY, PLLC
702 N. 4th Street, Suite 200
Coeur d'Alene, ID 83814

☐ U.S. Mail
☐ Hand Delivered
☒ Facsimile to: (208)765-1046
☐ Overnight Mail

Nancy A. Dionne
20607 S. Robinson Creek Road
Cataldo, ID 83810

☒ U.S. Mail
☐ Hand Delivered
☐ Facsimile to:
☐ Overnight Mail

DANIEL J. ENGLISH
CLERK OF THE DISTRICT COURT

By: *Kusan Mackay*

Deputy Clerk

