

574296

PARTIAL SATISFACTION OF MORTGAGE

Order No.:3020609142-S

Know all men, that the undersigned hereby certifies that a certain Mortgage executed by Richard D. Polatis and Kathy A. Polatis, and recorded on November 8, 2006 as Instrument No. 573874 records of Bingham County, ID, together with the debt thereby secured is satisfied and discharged AS TO THE FOLLOWING DESCRIBED PROPERTY, but remains in full force and effect as to all other property described in said mortgage.
The lien of the undersigned AS TO THE FOLLOWING DESCRIBED PROPERTY is hereby released.

See Attached Exhibit A

November 7, 2006

Richard D. Polatis
Richard D. Polatis

Kathy A. Polatis
Kathy A. Polatis

State of Idaho

} ss.

County of Bingham

On this 7th day of November, in the year 2006 before me, a Notary Public in and for said state, personally appeared Richard D. Polatis and Kathy A. Polatis known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same.

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

MISTY L. WINTEROWD
NOTARY PUBLIC
STATE OF IDAHO

Misty L. Winterowd
Notary Public for the State of Idaho
Residing at Blackfoot
Commission Expires: 03-25-2010

Alliance Title & Escrow Corp.

Recorded in the Records of

2006 NOV 20 PM 3:09

RECEIVED

BLACKFOOT, IDAHO

RECEIVED

OCT 16 2007

Department of Water Resources
Eastern Region

Exhibit A

**Township 1 South, Range 34 East Boise Meridian, Bingham County, Idaho, Section
4: Southwest Quarter of the Southwest Quarter**

574296

CRP-1 F Addendum (03-21-06)	U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation	1A. State Code 16	1B. County Code 011
CRP-1 MODIFICATION TO EXTEND THE CONTRACT EXPIRATION DATE FOR 5 Year		2. Contract Number 307A	
		3. Farm Number 0003219	

4. TERMS TO EXTEND EXPIRATION DATE OF THE CRP-1 CONTRACT

This contract modification is entered into by the Commodity Credit Corporation (CCC) and the undersigned participant(s) of the Conservation Reserve Program (CRP) contract in Item 2 above.

By signing this contract modification, the participant(s) and CCC agree:

to extend the expiration date of the CRP contract identified in Item 2 above for the period from October 1, 2007 through September 30, 2012

to comply with the terms and conditions of the cited contract as contained in the corresponding CRP-1, CRP-1 Appendix, and any addendum thereto.

to extend the lifespan of all CRP practices established for the contract identified in Item 2 above for 5 years longer than indicated on AD-245, page 2 or for 5 years longer than was agreed to under other extension provisions.

that the benefits under this CRP-1 Contract for the extended period shall not be available to persons whose adjusted gross income exceeds \$2.5 million annually as determined under the standards set out in the regulations at 7 CFR part 1400 and provided for at 7 CFR 1410.44.

It is so agreed and understood.

Participant's Name (Printed) Richard Polatis	Participant's Signature <i>Richard Polatis</i>	Date (MM-DD-YYYY) <i>08-17-2006</i>
Participant's Name (Printed)	Participant's Signature	Date (MM-DD-YYYY)
Participant's Name (Printed)	Participant's Signature	Date (MM-DD-YYYY)
Participant's Name (Printed)	Participant's Signature	Date (MM-DD-YYYY)

5. Signature of CCC Representative <i>Mark R. Bai</i>	Date (MM-DD-YYYY) <i>08-17-2006</i>	6. County FSA Office Name and Address (Including ZIP Code) BINGHAM COUNTY FARM SERVICE AGENCY 725 JENSEN GROVE DR BLACKFOOT, ID 83221-1636 Telephone No. (Including Area Code):
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NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a) and the Paperwork Reduction Act of 1995, as amended. The authority for requesting the following information is 7 CFR Part 1410. The information will be used to modify the CRP-1 contract by extending the expiration date for 1 year. Furnishing the requested information is voluntary. Failure to furnish the requested information will result in loss of benefits. This information may be provided to other agencies, IRS, Department of Justice or other State and Federal Law enforcement agencies and in response to a court magistrate or administrative tribunal. The provisions of criminal and civil fraud statutes, including 18 USC 286, 287, 371, 641, 651, 1001, 15 USC 714m, and 31 USC 3729, may be applicable to the information provided.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0560-0125. The time required to complete this information collection is estimated to average 5 minutes per response including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

OCT 16 2007

U.S. DEPARTMENT OF AGRICULTURE
Commodity Credit Corporation

1. ST. & CO. CODE & C/D
16011 1

2. SIGN-UP NUMBER
15

CONSERVATION RESERVE PROGRAM CONTRACT

3. CONTRACT NUMBER
97-307

4. ACRES FOR ENROLLMENT
248.0 247.1

GIS
WB

COUNTY OFFICE ADDRESS AND PHONE NO. (area code)

Bingham County FSA Office
1600 Highland Dr
Blackfoot ID 83221 (208) 785-2090

5. FARM NUMBER
3219

6. TRACT NUMBER(S)
25342

8. OFFER (Select one)

STANDARD

ENVIRONMENTAL PRIORITY

9. CONTRACT PERIOD

FROM (M/D/Y) TO (M/D/Y)

10-01-97 09-30-2007

THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (who may be referred to as "Owner", "Operator", and "Tenant", respectively) on the farm identified above. The undersigned person or persons may hereafter collectively be referred to as "the Participant." The Participant agrees to place the designated acreage into the Conservation Reserve Program ("CRP") for the stipulated contract period from the date the Contract is executed by the CCC or other use set by CCC. The Participant also agrees to implement on such designated acreage the Conservation Plan developed for such acreage and approved by the CCC and the Participant. Additionally, the Participant and CCC agree to comply with the terms and conditions contained in this Contract including the Appendix to this Contract, entitled Appendix to CRP-1, Conservation Reserve Program Contract (referred to as "Appendix"). By signing below, the Participant acknowledges that a copy of the Appendix for the applicable sign-up period has been provided to such person. Such person also agrees to pay such liquidated damages in an amount specified in the Appendix if the Participant withdraws prior to CCC acceptance or rejection. The terms and conditions of this contract are contained in this Form CRP-1 and in the CRP-1 Appendix and any addendum thereto. BY SIGNING THIS CONTRACT PRODUCERS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1; CRP-1 Appendix and any addendum thereto; CRP-2; and if applicable, CRP-15 and CRP-1 Continuation.

10. OFFER FOR PERMISSION TO ALLEY CROP

In order to participate in CRP under CP19, Alley Cropping, I/we submit an offer of \$ _____ per acre reduction, from the amount specified in item 11A, in the annual rental payments for permission to produce agricultural commodities on eligible acres in accordance with the provisions for alley cropping set out in the applicable regulations. I/we understand that for each year of the CRP contract the annual rental payment will be reduced by the amount agreed to above, which reduction must be a reduction of at least 50 percent in the annual rental payment.

1A. Rental Rate Per Acre	\$ 20.55	12. Identification of CRP Land				
B. Annual Contract Payment	\$ 5096.00	A. Tract No.	25342	B. Field No.	1	C. Practice
C. First Year Payment	\$ 5077.00					CP 10
(Item 11C applicable only to continuous signup when the first year payment is prorated.)						D. Acres
						248.0
						E. Total C/S

13. OWNERS, OPERATORS, AND TENANTS

1. OPERATOR NAME AND ADDRESS		SOCIAL SECURITY NUMBER	
Richard Polatis		518 60 5185	
174 S 1075 W		SIGNATURE	DATE
Blackfoot ID 83221	100%	<i>Richard Polatis</i>	28 Mar 97
2. OWNER NAME AND ADDRESS		SOCIAL SECURITY NUMBER	
Kathy Polatis		518 56 4096	
174 S 1075 W		SIGNATURE	DATE
Blackfoot ID 83221	%	<i>Kathy Polatis</i>	28 Mar 97
3. NAME AND ADDRESS		SOCIAL SECURITY NUMBER	
		SIGNATURE	DATE
	%		

4. CCC USE ONLY - Payments according to the shares are approved.	SIGNATURE OF CCC REPRESENTATIVE	DATE
	<i>Robert A. Johnson</i>	9/11/97

NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a) and the Paperwork Reduction Act of 1995, as amended. The authority for requesting the following information is the Food Security Act of 1985, (Pub. L. 99-198), as amended, and regulations promulgated at 7 CFR PART 1410 and the Internal Revenue Code (26 USC 6109). The information requested is necessary for CCC to consider and process the offer to enter into a Conservation Reserve Program Contract, to assist in determining eligibility, and to determine the correct parties to the contract. Furnishing the requested information is voluntary. Failure to furnish the requested information will result in determination of ineligibility for certain program benefits and other financial assistance administered by USDA agency. This information may be provided to other agencies, IRS, Department of Justice, or other State and Federal Law enforcement agencies, and in response to a court magistrate or administrative tribunal. The provisions of criminal and civil fraud statutes, including 18 USC 286, 287, 371, 651, 1001; 15 USC 714m; and 31 USC 3729, may be applicable to the information provided.

Federal Agencies may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. Public reporting burden for this collection of information is estimated to average 4 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Agriculture, Clearance Officer, OIRM, (OMB No. 0560-0125), STOP 7630, Washington, D.C. 20250-7630. RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.

This program or activity will be conducted on a nondiscriminatory basis without regard to race, color, religion, national origin, age, sex, marital status, or disability.

CRP-1
(01-30-97)U.S. DEPARTMENT OF AGRICULTURE
Commodity Credit Corporation

CONSERVATION RESERVE PROGRAM CONTRACT

7. COUNTY OFFICE ADDRESS AND PHONE NO. (area code)

Bingham County FSA Office
1600 Highland Dr
Blackfoot ID 83221 (208) 785-20901. ST & COUNTY CODE & C/D
16011 12. SIGN-UP NUMBER
153. CONTRACT NUMBER
97-3074. ACRES FOR ENROLLMENT
248.05. FARM NUMBER
32196. TRACT NUMBER(S)
25342

8. OFFER (Select one)

STANDARD

X X

FROM (M/D/Y) TO (M/D/Y)

ENVIRONMENTAL PRIORITY

10-01-97 09311-200

THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (who may be referred to as "Owner", "Operator", and "Tenant", respectively) on the farm identified above. The undersigned person or persons may hereafter collectively be referred to as "the Participant." The Participant agrees to place the designated acreage into the Conservation Reserve Program ("CRP") for the stipulated contract period from the date the Contract is executed by the CCC or other use set by CCC. The Participant also agrees to implement on such designated acreage the Conservation Plan developed for such acreage and approved by the CCC and the Participant. Additionally, the Participant and CCC agree to comply with the terms and conditions contained in this Contract including the Appendix to this Contract, entitled Appendix to CRP-1 Conservation Reserve Program Contract (referred to as "Appendix"). By signing below, the Participant acknowledges that a copy of the Appendix for the applicable sign-up period has been provided to such person. Such person also agrees to pay such liquidated damages in an amount specified in the Appendix if the Participant withdraws prior to CCC acceptance or rejection. The terms and conditions of this contract are contained in this Form CRP-1 and in the CRP-1 Appendix and any addendum thereto. BY SIGNING THIS CONTRACT PRODUCERS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1; CRP-1 Appendix and any addendum thereto; CRP-2; and if applicable, CRP-15 and CRP-1 Continuation.

10. OFFER FOR PERMISSION TO ALLEY CROP

In order to participate in CRP under CP19, Alley Cropping, I/we submit an offer of \$ _____ per acre reduction, from the amount specified in item 11A, in the annual rental payments for permission to produce agricultural commodities on eligible acres in accordance with the provisions for alley cropping set out in the applicable regulations. I/we understand that for each year of the CRP contract the annual rental payment will be reduced by the amount agreed to above, which reduction must be a reduction of at least 50 percent in the annual rental payment.

11A. Rental Rate Per Acre

\$ 20.55

12. Identification of CRP Land

B. Annual Contract Payment

\$ 5096.00

A. Tract No.

B. Field No.

C. Practice

D. Acres

E. Total C/S

C. First Year Payment

\$

25342

1

CP 10

248.0

(Item 11C applicable only to continuous signup when the first year payment is prorated.)

13. OWNERS, OPERATORS, AND TENANTS

A. OPERATOR NAME AND ADDRESS

Richard Polatis
174 S 1075 W
Blackfoot ID 83221

SOCIAL SECURITY NUMBER

518 60 5185

SIGNATURE

100

Richard Polatis

DATE

28 Mar 97

B. OWNER NAME AND ADDRESS

Kathy Polatis
174 S 1075 W
Blackfoot ID 83221

SOCIAL SECURITY NUMBER

518 56 4096

SIGNATURE

%

Kathy Polatis

DATE

28 Mar 97

C. NAME AND ADDRESS

SOCIAL SECURITY NUMBER

SIGNATURE

DATE

14. CCC USE ONLY - Payments according to the shares are approved.

SIGNATURE OF CCC REPRESENTATIVE

Robert A. Munson

DATE

9/11/97

NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a) and the Paperwork Reduction Act of 1995, as amended. The authority for requesting the following information is the Food Security Act of 1985, (Pub. L. 99-198), as amended, and regulations promulgated at 7 CFR PART 1410 and the Internal Revenue Code (26 USC 6108). The information requested is necessary for CCC to consider and process the offer to enter into a Conservation Reserve Program Contract, to assist in determining eligibility, and to determine the correct parties to the contract. Furnishing the requested information is voluntary. Failure to furnish the requested information will result in determination of ineligibility for certain program benefits and other financial assistance administered by USDA agency. This information may be provided to other agencies, IRS, Department of Justice, or other State and Federal Law enforcement agencies, and in response to a court magistrate or administrative tribunal. The provisions of criminal and civil fraud statutes, including 18 USC 286, 287, 371, 651, 1001, 15 USC 714m, and 31 USC 3725, may be applicable to the information provided.

Federal Agencies may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. Public reporting burden for this collection of information is estimated to average 4 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Agriculture, Clearance Officer, OIRM, OMB No. 0560-0125, STOP 7630, Washington, D.C. 20250-7630.

RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.

This program or activity will be conducted on a nondiscriminatory basis without regard to race, color, religion, national origin, and sex, marital status, or disability.

MICROFILMED

OCT 17 2002

OWNER'S COPY

ATTACHMENT

T 69045
1 OF 4

CRP-1
(02-21-86)U.S. DEPARTMENT OF AGRICULTURE
Agricultural Stabilization and Conservation Service
Commodity Credit CorporationST & CC CODE # 2. CONTRACT NO
C/O 5A3. FARM NO
2088-3219

CONSERVATION RESERVE PROGRAM CONTRACT

16 011 0

NOTE:

The following statements are made in accordance with the Privacy Act of 1974 (5 USC 552a). The authority for requesting the information to be supplied on this form is the Food Security Act of 1985, P.L. 99-198, and the regulations promulgated thereunder (7 CFR Part 704) and the Internal Revenue Code (26 USC 6109). The information requested is necessary for CCC to consider and process the offer to enter into a Conservation Reserve Program Contract, to assist in determining eligibility, and to determine the correct parties to the contract. The information may be furnished to other USDA agencies, IRS, Department of Justice, or other State and Federal law enforcement agencies, and in response to orders of a court, magistrate, or administrative tribunal. Furnishing of the Social Security Number (SSN) is mandatory. Furnishing all other information is voluntary; however, failure to furnish the correct, complete information requested will result in rejection of the offer to enter into the contract.

THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners and operators (referred to as "Owner" and "Operator", respectively) on the farm identified above (referred to as "Farm") for the fields and acres (referred to as "designated acreage") identified in Items 8-17 below and on the CRP-1A Addendum, as applicable. The Owner and Operator agree to place the designated acreage into the Conservation Reserve Program ("CRP") for a period of 10 crop years from the date the Contract is executed by the CCC. The Owner and Operator also agree to implement on such designated acreage the Conservation Plan developed for such designated acreage and approved by the applicable local conservation district based upon the conservation practices identified in Items 10 and 15 below and in Items 4 and 9 on the CRP-1A Addendum or such other conservation practices as are identified in the Conservation Plan and agreed to by the Owner and Operator. The Owner and Operator and CCC agree to comply with the terms and conditions contained in this Contract and contained in the Appendix to this Contract, entitled Appendix to CRP-1, Conservation Reserve Program Contract (referred to as "Appendix"). By signing below, each Owner and Operator acknowledges that a copy of the Appendix has been provided to the Owner and Operator and that the Owner and Operator has signed the last page of such Appendix which will be kept on file in the County Agricultural Stabilization and Conservation Service (ASCS) Office. By signing below, the Owner and Operator also agree to allow CCC a period of 30 days from the close of the applicable signup period to accept this Contract and agree to pay liquidated damages in an amount specified in the Appendix if the Owner and Operator do not allow CCC such 30-day period in which to execute this Contract.

4. OWNERS AND OPERATORS

A. OPERATOR NAME AND ADDRESS	SHARE	SSN	SIGNATURE	DATE
Richard Polatis 174 S 1075 W Blackfoot, ID 83221 - 9805	100 %	518 60 5185	<i>Richard Polatis</i>	21 April 88
B. OWNER NAME AND ADDRESS	SHARE	SSN	SIGNATURE	DATE
Kathy A. Polatis 174 S 1075 W Blackfoot, ID 83221 - 9805	%	518-56-4096	<i>Kathy A. Polatis</i>	21 April 88
C. NAME AND ADDRESS	SHARE	SSN	SIGNATURE	DATE
	%			
D. NAME AND ADDRESS	SHARE	SSN	SIGNATURE	DATE
	%			

5. ACRES FOR CRP

6. RENTAL RATE PER ACRE

7. CONTRACT PERIOD

5. ACRES FOR CRP				6. RENTAL RATE PER ACRE		7. CONTRACT PERIOD			
452.0				37.95		FROM	TO		
						1986	1995		
TRACT NO.	FIELD NO.	PRACTICE NO.	ACRES	RATE OF SHARES	TRACT NO.	FIELD NO.	PRACTICE NO.	ACRES	RATE OF COST-SHARES
8	9	10	11	12	13	14	15	16	17
425	1	CP1	204.0	\$16.00					
425	1	CP1	248.0	50%					
				not to exceed 30.00 per acre					

MICROFILMED
OCT 17 2002

ATTACHMENT T 69045 2 OF 4

27
32
35
92

31
32

5
11

T 25342
3219

2480

CRD
86-5A

6

70130

700

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OCT 17 2002

T 69045
ATTACHMENT 3 OF 4