

9015844

WARRANTY DEED

FOR VALUE RECEIVED, EDWARD W. LEWIS and PATRICIA A. LEWIS, husband and wife, the Grantors, do hereby grant, bargain, sell and convey unto RONALD R. ARCHULETA and PAMELA H. ARCHULETA husband and wife, the Grantees, whose current address is 6591 South San Bruno, Boise, Idaho, the following described premises, in Ada County, Idaho, to wit:

A tract of land situated in the Southwest Quarter of the Northeast Quarter of Section 9, Township 2 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Beginning at the East Quarter corner of said Section 9, thence S. 89 degree 46'40"W. along the Center Quarter line, a distance of 1960.92 feet, thence N. 00 degree 01' 02" W. a distance of 983.47 feet to the Real Point Of Beginning:

thence S. 89 degree 34'11" W. a distance of 643.99 feet to a point on the East right-of-way of Stewart Road;
thence N. 00 degree 31' 20" W. a distance of 276.79 feet;
thence N. 44 degree 48' 16" E. along the chord of a 50.00 foot radius curve having a central angle of 90 degree 03'00", a distance of 70.37 feet;
thence N. 89 degree 25' 40" E. along the South right-of-way of Stewart Road, a distance of 596.84 feet;
thence S. 00 degree 01' 02" E. a distance of 327.83 feet to the Real Point of Beginning.

The above described tract of land contains 4.82 acres, more or less.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining;

Subject to all easements, rights of way, restrictions and reservations of record and appearing on the land;

Subject, also, to all taxes and assessments levied and assessed for the current calendar year which are now liens but not yet due nor payable.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees that they are the owners in fee simple of said premises; that they are free from all encumbrances, except current taxes and assessments, and that they will warrant and defend the same from all lawful claims whatsoever.

DATED: March 28, 1990

Edward W. Lewis
Edward W. Lewis

Patricia A. Lewis
Patricia A. Lewis

STATE OF IDAHO
County of Ada

On this 28th day of March, 1990, before me, the undersigned, notary public in and for said State, personally appeared EDWARD W. LEWIS and PATRICIA A. LEWIS, husband and wife, known to me to be the persons whose names are subscribed to the within and foregoing instrument, and acknowledge 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.

Ada County, Idaho ss

Request of,

TIME 1:45 M.

DATE 3-28-90

JOHN EASTDA

RECORDER

By [Signature]

Deputy

[Signature]
NOTARY PUBLIC FOR IDAHO
Residing at Boise, Idaho
Commission expires: 6-16-94

THIS DEED OF TRUST, Made this 28th day of March, 1990,
 BETWEEN Ronald R. Archuleta and Pamela H. Archuleta, husband and wife,
 herein called GRANTOR,
 whose address is 6591 So. San Bruno Ave Boise, Idaho
Patricia Lewis, ~~herein called TRUSTEE~~ and Edward W.
Lewis and Patricia A. Lewis, husband and wife, herein called BENEFICIARY,
 WITNESSETH: That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE
 IN TRUST, WITH POWER OF SALE, that property in the County of Ada
 State of Idaho, described as follows and containing not more than twenty acres:

See Exhibit "A" attached hereto and
 by reference made a part hereof.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits,

For the Purpose of Securing payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by Grantor in the sum of Twenty-nine thousand five hundred Dollars, (\$29,500.00),
 final payment due April 1, 2005

and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either of them, while record owner of present interest, for any purpose, and of any notes, drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances or expenditures shall be optional with the Beneficiary, and provided, further, that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such advances together with interest thereon.

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

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

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

Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, without demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money

Loan No. 829826

ADA CO. RECORDER
J. DAVID NAVARRO
BOISE ID

*96 JUN 5 PM 12 07

FEE 6.00 DEF D. Hall
RECORDED AT THE REQUEST OF

DEED OF RECONVEYANCE

KNOWN ALL MEN BY THESE PRESENTS, that the undersigned as Trustee or Successor Trustee under that certain Trust Deed dated June 3, 1977, in the amount of \$37,800.00 executed and delivered by GARY M. GREENWELL AND BARBARA A. GREENWELL, HUSBAND AND WIFE as grantor and recorded on June 7, 1977 in the mortgage records of ADA County, IDAHO, Instrument No. 7725228, conveying real property situated in that county described as follows:

SEE ATTACHED LEGAL DESCRIPTION

having received from the Beneficiary under said Trust Deed, a written request to reconvey, reciting that the obligations secured by the Trust Deed have been fully paid and satisfied, does hereby grant, bargain, sell and reconvey, without any covenant or warranty expressed or implied, unto the parties entitled thereto, all of the estate held by the undersigned in and to the described premises by virtue of the trust deed.

In construing this instrument and whenever its context so requires, the singular includes the plural.

IN WITNESS THEREOF, the undersigned trustee has executed this instrument; if the undersigned is a corporation, it has caused its name to be signed and seal, if any, affixed by an officer or other person duly authorized to do so by its Board of Directors.

Dated: 5/31/96By: *[Signature]*

Trustee

STATE OF IDAHOCOUNTY OF TWIN FALLS

On 5/31/96, before me, the undersigned, personally appeared *J. David Navarro*, and acknowledged the foregoing to be his voluntary act and deed.

WITNESS my hand and Official Seal

KNOWN ALL MEN BY THESE PRESENTS, that the undersigned as Trustee or Successor Trustee under that certain Trust Deed dated June 7, 1977, in the amount of \$37,800.00 executed and delivered by GARY M. GREENWELL AND BARBARA A. GREENWELL, HUSBAND AND WIFE as grantor and recorded on June 7, 1977 in the mortgage records of ADA County, IDAHO, Instrument No. 7725228, conveying real property situated in that county described as follows:

SEE ATTACHED LEGAL DESCRIPTION

having received from the Beneficiary under said Trust Deed, a written request to reconvey, reciting that the obligations secured by the Trust Deed have been fully paid and satisfied, does hereby grant, bargain, sell and reconvey, without any covenant or warranty expressed or implied, unto the parties entitled thereto, all of the estate held by the undersigned in and to the described premises by virtue of the trust deed.

In construing this instrument and whenever its context so requires, the singular includes the plural.

IN WITNESS THEREOF, the undersigned trustee has executed this instrument; if the undersigned is a corporation, it has caused its name to be signed and seal, if any, affixed by an officer or other person duly authorized to do so by its Board of Directors.

Dated: 5/31/96

By: [Signature]
Trustee

STATE OF IDAHO

COUNTY OF TWIN FALLS

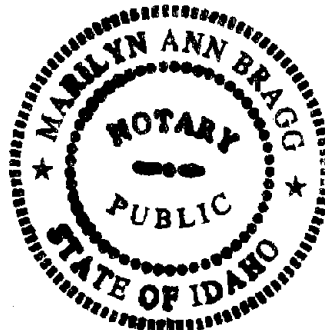
On 5/31/96, before me, the undersigned, personally appeared J. Mac May, and acknowledged the foregoing to be his voluntary act and deed.

WITNESS my hand and Official Seal

[Signature] 10/20/95
Notary Public in and for the State
of IDAHO

This document was prepared by:
EDWARD T. BURKE AND ASSOCIATES, ESQ.
16001 PARK 10 PLACE, SUITE 101
HOUSTON, TX 77084

02-16-1 [illegible]



A tract of land situated in the Southwest Quarter of the Northeast Quarter of Section 9, Township 2 North, Range 1 East, B.M., Ada County, Idaho, more particularly described as follows:

Beginning at the East Quarter corner of said Section 9, thence South $89^{\circ}46'40''$ West along the Center Quarter line, a distance of 1960.92 feet, thence North $00^{\circ}01'02''$ West a distance of 655.64 feet to the Real Point of Beginning.

Thence South $89^{\circ}39'27''$ West a distance of 641.10 feet to a point on the East right of way of Stewart Road; thence North $00^{\circ}31'20''$ West along said right of way, a distance of 326.83 feet; thence North $89^{\circ}34'11''$ East a distance of 643.99 feet; thence South $00^{\circ}01'02''$ East a distance of 327.82 feet to the Real Point of Beginning.