

Chicago Title Insurance Company

Commitment No.:74090

SCHEDULE A

Escrow Officer: Keri Mitchell

Title Officer: Don L. Holom

1. Effective Date: April 15, 2010 at 05:00 PM

2. Policy (or Policies) to be issued:

(a) Owner's Policy	(ALTA Own. Policy (6/17/06))	Amount:	
Proposed Insured:		Premium:	\$ 220.00
TBD		Credit:	
		Total:	\$ 220.00
		Endorsement Premium	\$

(b) Loan Policy	(ALTA Loan Policy (6/17/06))	Amount:	
Extended Coverage		Premium:	
Proposed Insured:		Credit:	
		Total:	
Requested Endorsements:		Endorsement Premium:	\$

(c)	()	Amount:	
Standard Coverage		Premium:	
Proposed Insured:		Credit:	
		Total:	
Requested Endorsements: .		Endorsement Premium:	

3. The estate or interest in the land described or referred to in this Commitment is:

Fee Simple

4. Title to the FEE SIMPLE estate or interest in said land is at the Effective Date vested in:

Mountain West Bank

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

SEE EXHIBIT "A" ATTACHED HERETO

KOOTENAI COUNTY TITLE COMPANY, INC.

1450 Northwest Blvd., Ste 200

Coeur d'Alene, ID 83814

Phone (208) 667-9431 □ Fax (208) 666-0410

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EXHIBIT "A"
PROPERTY DESCRIPTION

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

A PARCEL OF LAND SITUATE SECTION 26, TOWNSHIP 53 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO DESCRIBED AS FOLLOWS:

A PORTION OF THE NORTHWEST QUARTER OF SAID SECTION 26, SHOWN AS PARCEL 16 ON THE RECORD OF SURVEY THEREOF, FILLED AT BOOK 15 OF SURVEYS. PAGE 52 AND AS AMENDED IN BOOK 16 OF SURVEYS, PAGE 200 IN THE OFFICE OF THE RECORDER, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 26 WHICH IS MARKED BY A REBAR WITH 2 INCH ALUMINUM CAP; THENCE

ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION SOUTH 00°18'52" WEST 1995.64 FEET TO 1/2 INCH REBAR AND PLASTIC CAP SAID POINT MARKS THE TRUE POINT OF BEGINNING OF THE LAND HEREINAFTER DESCRIBED; THENCE

NORTH 89°12'09" WEST 656.03 FEET TO A 1/2 INCH REBAR AND PLASTIC CAP; THENCE

SOUTH 01°40'15" WEST 657.79 FEET TO A 1/2 INCH REBAR AND PLASTIC CAP, WHICH LIES ON THE EAST-WEST CENTERLINE OF SAID SECTION; THENCE

SOUTH 89°27'30" EAST 671.59 FEET TO A 2 INCH ALUMINUM CAP WHICH MARKS THE CENTER QUARTER CORNER OF SAID SECTION; THENCE

ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION NORTH 00°18'52" EAST 654.73 FEET TO THE TRUE POINT OF BEGINNING.

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**SCHEDULE B - SECTION I
EXCEPTIONS**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the company:

- A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records, or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
- B. General Exceptions:
- (1) Rights or claims of parties in possession not shown by the Public Records.
 - (2) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
 - (3) Easements, or claims of easements, not shown by the Public Records.
 - (4) Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
 - (5) (a) Unpatented mining claims; (b) reservations 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 Public Records.
 - (6) Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments of real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

C. Special Exceptions:

7. General Taxes and Assessments, which are a lien, for the year 2009, of which the 1st installment is due December 20 of the tax year and the 2nd installment is due June 20 of the subsequent year (amounts do not include penalty and interest if delinquent) :
1st Installment: \$366.18, delinquent
2nd Installment: \$366.18, payable but not due
Parcel No.: 53N04W264650
AIN No.: 201129
8. General taxes for the year 2010, which are a lien, are not yet due or payable.
9. Assessments of the Four Seasons Estates Homeowners Association.
10. Covenants, conditions and restrictions as set forth in the document, but omitting any covenant or restriction based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
Recorded: June 1, 1994
Instrument No.:1356844, records of Kootenai County, Idaho.

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SCHEDULE B - SECTION II
EXCEPTIONS
(Continued)

11. Any rights, interests, or claims which may exist or arise by reason of the following facts shown on Record of Survey recorded March 6, 1995, in Book 16 at Page 200, records of Kootenai County, Idaho, described as follows:
 - 1) Location of 60 foot common driveway.
12. An easement for the purpose shown below and rights incidental thereto as reserved in a document
Purpose: ingress, egress and utilities
Recorded: August 23, 1995
Instrument No.:1411011, records of Kootenai County, Idaho.
13. An easement for the purpose shown below and rights incidental thereto as set forth in a document
Granted to: KOOTENAI ELECTRIC COOPERATIVE, INC.
Purpose: public utilities
Recorded: July 16, 2007
Instrument No.:2110736000, records of Kootenai County, Idaho.
14. The right of any interested party to sue or to petition to have set aside or modify or to contest the foreclosure sale and deed pursuant thereto or deed-in-lieu thereof, through which title to the land described herein is derived.

NOTE: The above exception will be omitted from any policy insuring a bona fide purchaser who acquires the estate or interest for fair market value or bona fide encumbrancer for value.

NOTES:

The following matters will not be listed as Special Exceptions in Schedule B of the policy to be issued pursuant to this Commitment. Notwithstanding the absence of a Special Exception to Schedule B of the policy to be issued, there will be no coverage for loss arising by reason of the matters listed below because these matters are either excepted from coverage under the General Exceptions section of Schedule B, excluded from coverage under the Exclusions from Coverage or are not matters for which coverage is afforded under the insuring clauses of the policy.

Note 1: In the event this transaction fails to close and this commitment is cancelled, a fee will be charged to comply with the state insurance code.

Note 2: The address of the herein described property is:
NNA

Note 3: Notwithstanding anything to the contrary in this Commitment, if the policy to be issued is other than an ALTA Owner's Policy (6/17/06) or ALTA Loan Policy (6/17/06), the policy may not contain an arbitration clause, or the terms of the arbitration clause may be

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SCHEDULE B - SECTION II

EXCEPTIONS

(Continued)

different from those set forth in this Commitment. If the policy does contain an arbitration clause, and the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.