

COMMITMENT FOR TITLE INSURANCE

Issued by



Commonwealth Land Title Insurance Company, a Nebraska corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate 120 days after the effective date hereof or when the policy or policies committed for shall be issued, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company. This Commitment shall not be valid or binding until countersigned by an authorized officer or agent.

IN WITNESS WHEREOF, COMMONWEALTH LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Commitment to become valid when countersigned by an authorized officer or agent of the Company.

ID0001
Titleone Corporation
1101 W River St Ste 201
Boise, ID 83702
Tel:(208) 424-8511
Fax:(208) 424-0049

COMMONWEALTH LAND TITLE INSURANCE COMPANY



By: [Signature] President
ATTEST [Signature] Secretary

Countersigned: [Signature] Authorized Signatory

Conditions and Stipulations

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Conditions and Stipulations, and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.



TitleOne
a title & escrow co.

TitleOne Corporation

Authorized Agent for:

Commonwealth Land Title Insurance Company

File Number: A0989074 DR/DS

CONTACT INFORMATION

We would like to Thank You for your business. We appreciate the opportunity to serve you and the following contact information has been provided for your convenience during this transaction.

If you have any closing questions please contact your Escrow team:

Dianna Stork
Escrow Officer:
dstork@titleonecorp.com
868 E. Riverside Drive, Ste. 100
Eagle, Idaho 83616
(208) 246-8271 Phone
(208) 493-0201 Fax

Matt Bramwell
Escrow Assistant:
mbramwell@titleonecorp.com
868 E. Riverside Drive, Ste. 100
Eagle, Idaho 83616
(208) 947-1657 Phone
(208) 493-0201 Fax

If you have any title questions please contact your Title Officer:

Dariel Ross
Title Officer:
dross@titleonecorp.com
1101 W. River St., Ste. 201
Boise, Idaho 83702
(208) 287-5308 Phone
(208) 287-5322 Fax

A copy of this commitment has been provided to:

Boyce Bailey
Corbett Bottles Real Estate Marketing
5418 N. Eagle Road Ste 160
Boise, ID 83713
(208)377-5700

Visit us at our website: www.titleonecorp.com

1101 West River St., Ste 201 Boise, Idaho 83702 208.424.8511 fax 208.424.0049
1940 S. Bonito Way, Ste. 190 Meridian, Idaho 83642 208.493.6350 fax 208.493.6360
868 E. Riverside Dr., Ste. 101 Eagle, Idaho 83616 208.493.0200 fax 208.493.0201
5660 E. Franklin Rd., Ste 101 Nampa, Idaho 83687 208.475.1155 fax 208.475.1156



TitleOne Corporation
 Authorized Agent for:
Commonwealth Land Title Insurance Company

ALTA Commitment (6/17/06)
1st Revision - April 28, 2010
Updated Commitment Effective Date/Vesting

File Number: A0989074 DR/DS

SCHEDULE A

1. **Effective Date:** April 15, 2010 at 07:30 AM
2. **Policy (or Policies) to be issued:**

<input checked="" type="checkbox"/> ALTA Owner's Policy (6/17/06)	Standard Coverage	Policy Amount:
Proposed Insured:		Premium:
To Be Determined		
Endorsements: None Requested		Charge:

3. **The estate or interest in the land described or referred to in this Commitment and covered herein is:**
 Fee Simple

4. **The land described in this Commitment is owned, at the Effective Date, by:**
 Tresco of Idaho, as Conservator of the Estate of Wayne L. Hougham, an incapacitated and protected person

5. **The land referred to in the Commitment is described as follows:**
 A tract of land in the Southeast quarter Southwest quarter of Section 19, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the quarter corner common to Sections 19 and 30, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho; thence West along the section line common to said Sections 19 and 30, a distance of 1185.73 feet; thence North 0°10' East 40.00 feet to a steel pin on the Northerly right-of-way line of State Highway 20, the Real Point of Beginning; thence North 0°10' East 772.31 feet to a steel pin; thence South 88°28'40" East 140.50 feet to a steel pin; thence South 2°34'30" West 769.36 feet to a steel pin on the Northerly right-of-way line of State Highway 20; thence West along said Northerly right-of-way line 103.13 feet to the Real Point of Beginning.

(End of Schedule A)

TitleOne Corporation

By: 
 Dariel Ross, Title Officer

SCHEDULE B - SECTION I
REQUIREMENTS AND NOTES

ALTA Commitment (6/17/06)

1st Revision - April 28, 2010

File Number: A0989074 DR/DS

Updated Commitment Effective Date/Vesting

The following are the requirements to be complied with:

- a. Necessary conveyance to the proposed insured.
- b. NOTE: The only deed(s) affecting said land, which recorded within 24 months of the date of this report, or the last recorded vesting deed, is(are) as follows:

Document: Warranty Deed

Grantor: Phyllis R. Schwisow, formerly Phyllis R. Clever and formerly Phyllis R. Risner, an unmarried person

Grantee: Wayne L. Hougham, an unmarried person

Recorded: March 9, 2001

Instrument No.: 101021993

- c. NOTE: According to the available records, the purported address of said land is:

9160 W. Chinden Blvd.

Meridian, Idaho 83646

(End of Schedule B - Section I)

SCHEDULE B - SECTION II

ALTA Commitment (6/17/06)

EXCEPTIONS FROM COVERAGE

1st Revision - April 28, 2010

File Number: A0989074 DR/DS

Updated Commitment Effective Date/Vesting

Note: The Policy (or Policies) of insurance may contain a clause permitting arbitration of claims at the request of either the Insured or the Company. Upon request, the Company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction.

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction:

1. Rights or claims of parties in possession not shown by the public records.
2. Encroachments, overlaps, boundary disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises including, but not limited to, insufficient or impaired access or matters contradictory to any survey plat shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by 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 to title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the 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 on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices to such proceedings whether or not shown by the records of such agency, or by the public records.
7. Taxes, including any assessments collected therewith, for the year 2009 for which the first installment is delinquent and the second installment is due and payable on or before June 20, 2010.
Parcel Number: S0419347000
Code Area: 102
Original Amount: \$1,148.86 plus penalty and interest.
8. Special assessments, if any, for unincorporated Ada County (208-287-6800).
9. Liens, levies and assessment of any and all irrigation districts, including but not limited to the Pioneer Irrigation District and the rights, powers, and easements of said district as provided by law.
10. Ditch, road and public utility easements as the same may exist over said premises.
11. Title to that portion of the property lying within the bounds of W. Chinden Blvd.

SCHEDULE B - SECTION II

ALTA Commitment (6/17/06)

EXCEPTIONS FROM COVERAGE

(Continued)

1st Revision - April 28, 2010

File Number: A0989074 DR/DS

Updated Commitment Effective Date/Vesting

12. A Deed of Trust to secure an indebtedness in the amount shown below and any other obligations secured thereby:
Amount: \$100,000.00
Trustor/Grantor: Wayne L. Hougham, an unmarried person
Trustee: Pioneer Title Company of Ada County, an Idaho corporation
Beneficiary: Phyllis R. Schwisow
Dated: March 6, 2001
Recorded: March 9, 2001
Instrument No.: 101021994

The beneficial interest under said deed of trust was assigned of record to Phyllis R. Schwisow, as Trustee of The Phyllis R. Schwisow Living Trust dated May 9, 2001, or her Successor Trustee, by an assignment recorded July 7, 2003, as Instrument Number 103112205.

13. Taxes, including any assessments collected therewith, for the year 2010 which are a lien not yet due and payable.

(End of Schedule B-II)



PARCEL INFORMATION

Year 2010	Parcel # S0419347000	Property Type Real	Status Active	Exemption % None 0	Code	<input type="checkbox"/> Urban Renewal
<input checked="" type="checkbox"/> Taxes Owning		Sub Property Type None	Code Area 102	Districts	Appraisers Initials SAM	<input type="checkbox"/> Ownership Change
					Details	<input type="checkbox"/> Drop HOE
						<input type="checkbox"/> Circuit Breaker
						<input type="checkbox"/> Bankruptcy

<p style="text-align: center;">OWNER INFORMATION</p> <p>Name HOUGHAM WAYNE L</p> <p style="text-align: right;"><input type="button" value="Add'l Info"/></p> <p>Mailing Address 9160 W CHINDEN BLVD MERIDIAN ID 83646-5054</p>	<p style="text-align: center;">PHYSICAL LOCATION</p> <p>Property Address 9160 W CHINDEN BLVD MERIDIAN ID 83646-0000</p> <p>Group Type SECT Group # 0419</p> <p>Description 4N 1W 19</p> <p>Township/Range/Section 4N 1W 19 Zoning Code RUT</p> <p>Reappraisal Year Physical Inspection MLS Area 2010 10/28/2009 350 Star</p>
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PARCEL VALUES

Assessment Roll	Property Occupancy	State Category Code	Acres	Assessed Value	Valuation Method	Code Area	Total Parcel Values	
Property Roll	Non-Occupancy	120	2.200	104,500	MARKET	102	Assessed Amt	165,700
Property Roll	Non-Occupancy	340	0.000	61,200	COST	102	HO Value	-(91,450)
							Taxable Amt	74,250

Public Property Description - Display [PTZ9F]

<p>Property Description PAR #7000 OF SE4SW4 SEC 19 4N 1W R343755-R</p> <p style="text-align: right;">Total Acres 2.200</p>	<p>State Parcel # 04N01W197000</p> <p style="text-align: center;"><input type="button" value="Cancel"/></p>
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Acres Verified	Date	User
<input type="radio"/> Yes <input checked="" type="radio"/> No	00/00/0000	



PARCEL INFORMATION

Year: 2010 Parcel #: S0419347000
 Property Type: Real Status: Active Exemption %: 0 Code: []
 Taxes Owning
 Sub Property Type: None Code Area: 102 Districts: SAM Details: []
 Urban Renewal
 Ownership Change
 Drop HOE
 Circuit Breaker
 Bankruptcy

OWNER INFORMATION

PHYSICAL LOCATION

Name: HOUGHAM WAYNE L Property Address: 9160 W CHINDEN BLVD

Mailing Address: 9160 W CHINDEN BLVD
MERIDIAN ID 03646-5054

Districts for Code Area [PT3amf]

Year: 2010 Parcel #: S0419347000

Code Area	District Number	Levy Amount	Description	Phone
102	1	.002634391	ADA COUNTY	(208) 287-7000
102	2	.000141054	PEST EXTERMINATION	(208) 577-4646
102	3	.000127300	EMERGENCY MEDICAL	(208) 287-2950
102	6	.001023202	ADA COUNTY HIGHWAY DIST	(208) 387-6120
102	8	.003514248	SCHOOL DISTRICT NO. 2	(208) 855-4500
102	13	.000607961	ADA COMMUNITY LIBRARY	(208) 362-0181
102	25	.000142483	STAR CEMETERY	(208) 286-7727
102	31	.001917848	STAR FIRE	(208) 286-7772
102	43	.000029491	MOSQUITO ABATEMENT	(208) 577-4646
102	100	.000133257	COLLEGE OF WESTERN IDAHO	(208) 562-2113

Assessment Roll	Property Occupancy
Property Roll	Non-Occupancy
Property Roll	Non-Occupancy

Land
 Commercial

Total Levy: .010271235
 TOTAL
 Assessed Amount: 165,700
 HOE Amount: -31,450
 Taxable Amount: 74,250

Based On Most Current Certified Levies



Select



HOUGHAM WAYNE L
 9160 W CHINDEN BLVD
 MERIDIAN ID 03646-5054

Bank Code Details PrePaid
 Code Area 102 District SubRoll
 Values

Interest Date 4/28/2010 Calculate
 Total Due 1,183.08

Print

Year	Amount Due Full Year	Amount Due 1st Half	Amount Due 2nd Half	Tax/Cert Full Year	Late Charge Full Year	Fees Full Year	Interest Full Year	Tax/Cert 1st Half	Li
2009	1103.00	609.65	574.43	1148.86	11.49	0.00	22.73	574.43	11
2008	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0
2007	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0
2006	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0
2005	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0
2004	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0
2003	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0
2002	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0
2001	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0

Tax Summary Public Pre-Paid

Charge Summary

Year	Assessment Roll	Date Due	Total Payments	Tax Charge	Tax Payment	Tax Adjustment	Cert Charge	Cert Payment	Cert Adjustment
2009	Property Roll	12/21/2009	0.00	1148.86	0.00	0.00	0.00	0.00	0.00
2008	Property Roll	12/22/2008	-1320.48	1320.48	-1320.48	0.00	0.00	0.00	0.00
2007	Property Roll	12/20/2007	-1527.53	1512.26	-1512.26	0.00	0.00	0.00	0.00
2006	Property Roll	12/20/2006	-1287.46	1287.46	-1287.46	0.00	0.00	0.00	0.00
2005	Property Roll	12/20/2005	-1415.40	1415.40	-1415.40	0.00	0.00	0.00	0.00
2004	Property Roll	12/20/2004	-1402.52	1402.52	-1402.52	0.00	0.00	0.00	0.00
2003	Property Roll	12/22/2003	-1891.90	1891.90	-1891.90	0.00	0.00	0.00	0.00
2002	Property Roll	12/20/2002	-1861.32	1861.32	-1861.32	0.00	0.00	0.00	0.00
2001	Property Roll	12/20/2001	-1796.88	1796.88	-1796.88	0.00	0.00	0.00	0.00
2000	Property Roll	12/20/2000	-1601.54	1601.54	-1601.54	0.00	0.00	0.00	0.00
1999	Property Roll	12/20/1999	-1613.10	1613.10	-1613.10	0.00	0.00	0.00	0.00



MURPHY LAW OFFICE, PLLC
Michaelina Murphy, ISB #4990
Skiff R. Larson, ISB #8277
847 E. Fairview Ave.
Meridian, Idaho 83642
Telephone: (208) 855-2200
Facsimile: (208) 855-0873

MAR 19 2010

J. DAVID NAVARRO, Clerk
By L. MARTIN
DEPUTY

Attorneys for Petitioner

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

IN THE MATTER OF THE)	Case No. CV IB 0923124
ESTATE OF)	
)	LETTERS OF CONSERVATORSHIP
)	(I.C. 15-5-421)
WAYNE LEON HOUGHAM)	
)	
An Incapacitated Person)	
and Protected Person.)	

PETITIONER, TRESKO OF IDAHO was duly appointed and qualified as Conservator of the above-named incapacitated person and protected person on the 18th day of March, 2010, by the Court with all authority pertaining thereto.

These Letters are issued to evidence the appointment, qualification and authority of the said Conservator.

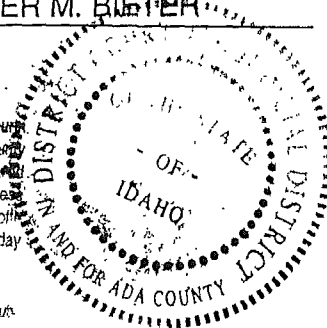
WITNESS my signature and seal of this Court on this 18th day of March, 2010.

CHRISTOPHER M. BLETTER

Honorable
Magistrate Judge

STATE OF IDAHO)
COUNTY OF ADA)
I, David Navarro, Clerk of the District Court of the Fourth
Judicial District of the State of Idaho, in and for the County
of Ada, do hereby certify that the foregoing is a true and
correct copy of the original as it is in the office, in witness
whereof, I have hereunto set my hand and affixed my office
stamp this 19th day of March, 2010.

L. Martin Deputy



#200808 JLL, NHI



A Pioneer Company
PIONEER TITLE COMPANY
OF ADA COUNTY
8151 W. Riffleman Ave. / Boise, Idaho 83704
(208) 377-2700

ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO

2001 MR -9 PM 4: 10

RECORDED-REQUEST OF
FEE 6.00 DEPUTY Mary

101021993

PIONEER TITLE HEAD AND APPROVED BY WJH

WARRANTY DEED

For Value Received Phyllis R. Schwisow, formerly Phyllis R. Clever and formerly Phyllis R. Risner,
an unmarried person

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

Wayne L. Hougham, an unmarried person

hereinafter referred to as Grantee, whose current address is 9160 W. Chinden Boulevard, Meridian, Idaho
83642

the following described premises, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

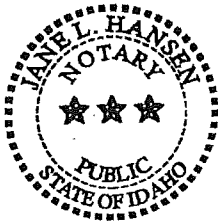
To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, his heirs
and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor
is the owner in fee simple of said premises; that said premises are free from all encumbrances except
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.

Dated: March 5, 2001

Phyllis R. Schwisow
Phyllis R. Schwisow

STATE OF IDAHO. County of ADA, ss.

On this 6TH day of MARCH, in the year of 20001, before me THE UNDERSIGNED, notary public
personally appeared PHYLLIS R. SCHWISOW known or identified to me to be the person/persons
whose name is/are subscribed to the within instrument, and acknowledged to me that he/she/they
executed the same.



RESIDING AT:
BOISE, IDAHO
COMMISSION EXPIRES:
6-22-2001

Jane L. Hansen
Jane L. Hansen
Notary Public of Idaho
Residing at Boise, Idaho
Commission expires: June 22, 2001

EXHIBIT A

A tract of land in the Southeast quarter Southwest quarter of Section 19, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the quarter corner common to Section 19 and 30, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho; thence
West along the section line common to said Sections 19 and 30, a distance of 1185.73 feet; thence
North 0 degree 10' East, 40.00 feet to a steel pin on the Northerly right of way line of State Highway 20, the Real Point of Beginning; thence
North 0 degree 10' East, 772.31 feet to a steel pin; thence
south 88 degrees 28'40" East, 140.50 feet to a steel pin; thence
South 2 degrees 34'30' West, 769.36 feet to a steel pin on the Northerly right of way line of State Highway 20; thence
West along said Northerly right of way line, 103.13 feet to the Real Point of Beginning.

#200808 JCHH HHH



A Pioneer Company
PIONEER TITLE COMPANY
OF ADA COUNTY
8151 W. Rifleman Ave. / Boise, Idaho 83704
(208) 377-2700

ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO

2001 MR -9 PM 4: 10

RECORDED - REQUEST OF

9.00
FEE. DEPUTY *Mann*

101021994

PIONEER TITLE

DEED OF TRUST

THIS DEED OF TRUST, Made this 6th day of March, 2001, BETWEEN Wayne L. Hougham, an unmarried person, herein called GRANTOR, whose address is 9160 W. Chinden Boulevard, Meridian Idaho 83642; PIONEER TITLE COMPANY OF ADA COUNTY, an Idaho corporation, herein called TRUSTEE; and Phyllis R. Schwisow whose mailing address is 270 E. Spinoso Drive, Meridian, Idaho 83642, herein called BENEFICIARY;

If all, or any part, of the subject real property, or an interest therein is sold, transferred, or contracted to be sold or transferred in the future by agreement, without the Beneficiary's prior written consent, excluding a transfer by devise, descent or operation of law upon the death of the Grantor, Beneficiary may, at Beneficiary's option, declare all sums secured by this Deed of Trust to be immediately due and payable.

SEE EXHIBIT A ATTACHED HERETO AND 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 One Hundred Thousand dollars and Zero cents (\$100,000.00), final payment due August 6, 2031, 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 thereon; 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, vandalism and malicious mischief 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. The provisions hereof are subject to the mutual agreements of the parties as below set forth.

(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 attorneys' fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this All-inclusive Deed of Trust.

(4) To pay: (a) at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; (b) when due, subject to the mutual agreements of the parties as below set forth, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; (c) all allowable expenses of this Trust.

(5) Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Grantor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such power, pay allowable expenses.

(6) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof.

B. It is mutually agreed that:

(1) Any award of damages in connection with any condemnation for public use or of injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

6

Schedule A



Order No. 200808

EXHIBIT A

A tract of land in the Southeast quarter Southwest quarter of Section 19, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the quarter corner common to Section 19 and 30, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho; thence

West along the section line common to said Sections 19 and 30, a distance of 1185.73 feet; thence

North 0 degree 10' East, 40.00 feet to a steel pin on the Northerly right of way line of State Highway 20, the Real Point of Beginning; thence

North 0 degree 10' East, 772.31 feet to a steel pin; thence

south 88 degrees 28'40" East, 140.50 feet to a steel pin; thence

South 2 degrees 34'30' West, 769.36 feet to a steel pin on the Northerly right of way line of State Highway 20; thence

West along said Northerly right of way line, 103.13 feet to the Real Point of Beginning.



