



**TitleOne Corporation**

Authorized Agent for:

**Fidelity National Title Insurance Company**

**File Number: C1028817 DR/DS**

**TitleOne**  
a title & escrow co.

**CONTACT INFORMATION**

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**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  
Mark Bottles Real Estate Services  
839 S. Bridgeway Place  
Eagle, ID 83616  
(208)377-5700

Visit us at our website: [www.titleonecorp.com](http://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



SCHEDULE B - SECTION I  
REQUIREMENTS AND NOTES

ALTA Commitment (6/17/06)

File Number: C1028817 DR/DS

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The following are the requirements to be complied with:

- a. The Company will require delivery of and approval by the Company of an Indemnity and Affidavit as to Debts, Liens and Possession, prior to the issuance of the policy.
- b. Necessary conveyance to the proposed insured.
- c. Deed of Trust or Mortgage securing the loan.

NOTE: If a Deed of Trust is contemplated as a part of this transaction, the correct name to be entered as the Trustee is:  
TITLEONE CORPORATION

NOTE: The Company has conducted a judgment and lien search of the public records, as of the effective date shown on Schedule A, against the vested owner and/or the proposed insured owner/borrower. The Company has found no such items other than those shown on Schedule B, if any.

- d. Delivery to and approval by the Company of documentation authorizing the transaction and setting forth the parties authorized to execute documents on behalf of Idaho Banking Company.
- e. NOTE: According to the available records, the purported address of said land is:

708 11th Avenue North  
Nampa, ID 83687

- f. 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: Non-Merger Deed  
Grantor: Dale D. Leatham and Anita C. Leatham, husband and wife  
Grantee: Idaho Banking Company  
Recorded: November 14, 2008  
Instrument No.: 2008060710

(End of Schedule B - Section I)

**SCHEDULE B - SECTION II**

**ALTA Commitment (6/17/06)**

**EXCEPTIONS FROM COVERAGE**

**File Number:** C1028817 DR/DS

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**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 2010 which are a lien not yet due and payable.
8. Taxes for the year 2009 are paid in full.  
Parcel Number: R08567000-0  
Code Area: 002-16  
Original Amount: \$1361.00
9. Special assessments, if any, for the City of Nampa.
10. Levies and assessments of the Nampa-Municipal Irrigation District and the rights, powers, and easements of said district as provided by law.
11. Liens, Levies and Assessment of any and all irrigation districts, including but not limited to the Nampa-Meridian Irrigation District.
12. Easements, reservations, restrictions, and dedications as shown on the official plat of said subdivision.
13. All matters, and any rights, easements, interests or claims as disclosed by Record of Survey recorded January 31, 2003 as Instrument No. 200306241.

**SCHEDULE B - SECTION II**

**ALTA Commitment (6/17/06)**

**EXCEPTIONS FROM COVERAGE**

**(Continued)**

**File Number:** C1028817 DR/DS

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14. A Deed of Trust to secure an indebtedness in the amount shown below and any other obligations secured thereby:  
Amount: \$72,136.15  
Trustor/Grantor: Dale D. Leatham and Anita C. Leatham, husband and wife, who acquired title as Dale Leatham and Anita Leatham, husband and wife  
Trustee: TitleOne Corporation  
Beneficiary: Idaho Banking Company  
Dated: December 30, 2003  
Recorded: December 30, 2003  
Instrument No.: 200379339
- Assignment of Rents.  
Assignor: Dale D. Leatham and Anita C. Leatham, husband and wife, who acquired title as Dale Leatham and Anita Leatham, husband and wife  
Assignee: Idaho Banking Company  
Recorded: December 30, 2003  
Instrument No.: 200379340
15. Terms, covenants, conditions, restrictions, easements, and obligations, if any, contained in a Tax Deed.  
Recorded: July 24, 2008  
Instrument No.: 2008040343
16. Notice of a lien filed in the Office of the Secretary of State.  
Type: State Tax  
Agency: Idaho State Tax Commission  
Named Party: Dale D. Leatham  
Filing Number: 389662  
Filing Date: October 8, 2008
17. Rights of tenants in possession, as tenants only, under prior unrecorded leases.

(End of Schedule B-II)

# Canyon County, Idaho

generated on 7/27/2010 9:32:52 AM EST

## Parcel

<b>Parcel Number</b> 08567000 0	<b>Site Address</b> 708 11TH AVE N NA ID, NA	<b>Current Total Assessed Value</b> \$79,000
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### Owner Information

<b>Owner Name</b>	IDAHO BANKING COMPANY
<b>Mailing Address</b>	7661 W RIVERSIDE DR STE 201 BOISE ID 83714
<b>Transfer Date</b>	11/14/2008
<b>Document #</b>	2008060710
<b>Deed Book/Page</b>	

### Location / Description

<b>Tax District</b>	002-16	<b>Section &amp; Plat</b>	
<b>Canyon County</b>	001,	<b>Routing #</b>	
<b>Parcel Address</b>	708 11TH AVE N NA ID, NA	<b>Legal Desc.</b>	23-3N-2W NW GRUMBLING FULMER LT 8 BLK 7
<b>Deeded Acreage</b>	.1600		

Parcel Type		Topography		Services	
<b>Property Class Code</b>	421 - Comm lot/acg in city	<b>Level Ground</b>	N	<b>Water</b>	
<b>Neighborhood Code</b>	500500	<b>High</b>	N	<b>Sewer</b>	
<b>Neighborhood Factor</b>	.00	<b>Low</b>	N	<b>Natural Gas</b>	
<b>Street / Road Code</b>	A	<b>Rolling</b>	Y	<b>Electricity</b>	Y
		<b>Swampy</b>	N	<b>Sidewalk</b>	
				<b>Alley</b>	N

### Assessment Information

<b>Current Land Value</b>	\$42,000	<b>Residential Land</b>	\$0	<b>Adjustment Factor</b>	0.00
<b>Current Imp. Value</b>	\$37,000	<b>Residential Imp.</b>	\$0	<b>Average Value / Acre</b>	\$0
<b>Current Total Assessed Value</b>	\$79,000	<b>Residential Total</b>	\$0	<b>Appraisal Date</b>	1/1/2006
<b>Commercial Land</b>	\$42,000	<b>Non-Res Land</b>	\$0	<b>Reason For Change</b>	01
<b>Commercial Imp.</b>	\$37,000	<b>Non-Res Imp.</b>	\$0	<b>Prior Land Value</b>	\$42,000
<b>Commercial Total</b>	\$79,000	<b>Non-Res Total</b>	\$0	<b>Prior Imp. Value</b>	\$36,600
<b>Dwelling Value</b>	\$0	<b>Classified Land Value</b>	\$0		
<b>Farmland Value</b>	\$0	<b>Homesite Value</b>	\$0		

Canyon County, Idaho

generated on 7/27/2010 9:33:12 AM EST

**Tax Record**

Last Update:								
<b>Details</b>								
<b>PIN</b>	<b>AIN</b>	<b>Tax Roll</b>	<b>Tax Year</b>	<b>Bill Number</b>				
08567000 0	N33000070080	Real Property	2009	2009128908				
<b>Current Owner</b>		<b>Situs</b>						
IDAHO BANKING COMPANY 7661 W RIVERSIDE DR STE BOISE ID 83714		708 11TH AVE NN						
<b>Owner of Record</b>		<b>Legal Description</b>						
IDAHO BANKING COMPANY		23-3N-2W NW GRUMBLING FULMER LT 8 BLK 7						
<b>Lender</b>		<b>TAG</b>						
		002-16						
<b>Assessment Information</b>								
<b>Authority</b>		<b>Exempt</b>	<b>Taxable</b>	<b>Rate</b>	<b>Gross</b>	<b>Credits</b>	<b>Net Tax</b>	<b>Savings</b>
<b>653 AMBULANCE DISTRICT</b>								
AMBULANCE DISTRICT		0	78,500	0.000199753	15.68	0.00	15.68	0.00
<b>668 MOSQUITO ABATEMENT</b>								
MOSQUITO ABATEMENT		0	78,500	0.000108048	8.48	0.00	8.48	0.00
<b>676 CITY OF NAMPA</b>								
CITY OF NAMPA		0	78,500	0.008282831	650.20	0.00	650.20	0.00
<b>691 NAMPA HWY DIST #1 IN NAMPA</b>								
NAMPA HWY DIST #1 IN NAMPA-CITY ROAD		0	78,500	0.0004943305	38.80	0.00	38.80	0.00
NAMPA HWY DIST #1 IN NAMPA-HWY ROAD		0	78,500	0.0004943305	38.80	0.00	38.80	0.00
NAMPA HWY DIST #1 IN NAMPA-OTHER		0	78,500	0.000058024	4.56	0.00	4.56	0.00
<b>762 NAMPA SCHOOL DIST #131</b>								
NAMPA SCHOOL DIST #131-BOND		0	78,500	0.002803178	220.04	0.00	220.04	0.00
NAMPA SCHOOL DIST #131-OTHER		0	78,500	0.000111835	8.78	0.00	8.78	0.00
NAMPA SCHOOL DIST #131-SUPPL		0	78,500	0	0.00	0.00	0.00	0.00
NAMPA SCHOOL DIST #131-SUPPLEMENTAL NO TIF		0	78,600	0.000380002	29.86	0.00	29.86	0.00
<b>775 COLLEGE OF WESTERN IDAHO</b>								
COLLEGE OF WESTERN IDAHO		0	78,500	0.000133257	10.46	0.00	10.46	0.00
<b>998 CANYON COUNTY</b>								
ASSESSORS REAPPRAISAL		0	78,500	0.000174447	13.70	0.00	13.70	0.00
CHARITY		0	78,500	0.000317102	24.88	0.00	24.88	0.00
COUNTY FAIR		0	78,500	0.000026335	2.06	0.00	2.06	0.00
CURRENT EXPENSE		0	78,500	0.001454547	114.18	0.00	114.18	0.00
DISTRICT COURT		0	78,500	0.00016295	12.78	0.00	12.78	0.00
HEALTH DISTRICT		0	78,500	0.000097881	7.68	0.00	7.68	0.00
HISTORICAL SOCIETY		0	78,500	0.000006058	0.48	0.00	0.48	0.00
JUSTICE		0	78,500	0.001882687	147.78	0.00	147.78	0.00
PARKS & RECREATION		0	78,500	0.000051638	4.06	0.00	4.06	0.00
TORT		0	78,500	0.000067069	5.26	0.00	5.26	0.00
WEED CONTROL		0	78,500	0.00000927	0.72	0.00	0.72	0.00
<b>NAMPA CITY URBAN RENEWAL</b>								
NAMPA CITY URBAN RENEWAL		0	100	0.008282831	1.76	0.00	1.76	0.00
Total Net Tax							<b>1,361.00</b>	
<b>Installment</b>								
<b>Period</b>	<b>Due Date</b>	<b>Tax</b>	<b>Penalty/Fee</b>		<b>Interest</b>	<b>Total Due</b>		
Inst.NoInstallmentRec								

Payment Information				
Period	Amount Paid	Receipt Number	Tender	Tender Amt
12/28/2009 9:34:38 AM	\$673.14	B09.28675	Check	\$2,166.34
By Whom			IDAHO BANKING COMPANY	
Period	Amount Paid	Receipt Number	Tender	Tender Amt
6/21/2010 9:29:49 AM	\$688.38	B10.5792	Check	\$688.38
By Whom			IDAHO BANKING COMPANY	
Prior Year Taxes Due				
No Records Found				

REQUEST Idaho Banking  
TYPE Deed 9.00

2008060710

### NON-MERGER DEED

FOR VALUE RECEIVED, Dale D. Leatham and Anita C. Leatham, husband and wife, (collectively "Grantors"), do hereby grant, bargain, sell and convey unto Idaho Banking Company, ("Grantee"), whose address is 1865 S. Eagle Road, Meridian, Idaho 83642, that certain parcel of real property located in Canyon County, Idaho, more particularly described as follows:

RECORDED  
2008 NOV 19 PM 4:07  
WILLIAM H. HARST  
CANYON COUNTY RECORDER  
BY Maureen Brown

Lot 8 in Block 7 of Grumbling & Fullmer's Addition, according to the official Plat thereof, filed in Book 2 of Plats at Page(s) 14, records of Canyon County, Idaho.

This Deed is an absolute conveyance of the title to the above described premises to Grantee in effect as well as in form, and is not now intended as a mortgage, trust deed or security devise of any kind, and possession of the premises has been or will be surrendered to the Grantee.

The consideration for this Deed is the full cancellation of all debts, obligations, considerations, and charges, heretofore existing under and by virtue of that certain Promissory Note dated December 30, 2003, made by the undersigned Grantors, and that certain Deed of Trust executed by the undersigned as Grantors, of which Grantee is the Beneficiary, dated December 30, 2003, and recorded December 30, 2003 as Instrument No. 200379339, records of Canyon County, Idaho.

This Deed is made as a result of the undersigned Grantors's request that Idaho Banking Company accept such Deed, and is the Grantors' free and voluntary act. At the

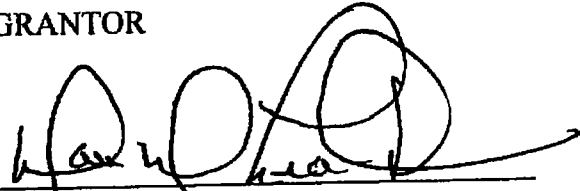
1

time of making this Deed, the credit given against the above described debt instrument is at least equal to the fair market value of the property so deeded. This Deed is not given as a preference against any other creditors. This statement is included in this Deed for the protection of the Grantee, and all other parties hereafter dealing with or who acquire an interest in the land herein described, and shall bind the undersigned Grantors' heirs, executors, and assigns. **Notwithstanding any other provision of this Deed, the title hereby conveyed by Grantors to Grantee shall not merge into the title conveyed by the above-referenced Deed of Trust.**

TO HAVE TO HOLD the said premises, with their appurtenances unto the said Grantees, its successor and assigns forever. And the said Grantors do hereby covenant to and with the said Grantee, that Grantors are the owners in fee simple of said premises; that said premises are free from all encumbrances, except accrued real property taxes, and that Grantors will warrant and defend the same from all other lawful claims whatsoever.

DATED this 16 day of October, 2008.

GRANTOR

  
Dale D. Leatham

GRANTOR

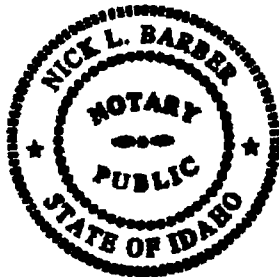
  
Anita C. Leatham

STATE OF IDAHO )

County of ADA ) ss.

On this 16<sup>th</sup> day of October, 2008, before me, a Notary Public in and for said State, personally appeared Dale D. Leatham and Anita C. Leatham, husband and wife, known or identified to me to be the persons who executed the foregoing 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 in this certificate first written above.



ID

  
Notary Public for Idaho

Residing at: BOISE IDAHO,

My Commission Expires: March 16, 2011

①

**RECORDATION REQUESTED BY:**

Idaho Banking Company  
Meridian Office  
1875 S. Eagle Road  
Meridian, ID 83642

**WHEN RECORDED MAIL TO:**

Idaho Banking Company  
Loan Servicing  
PO Box 44629  
Boise, ID 83711

Loan # 45000452

REQUEST  
TYPE *DT* FEE *27.00*

CANYON COUNTY RECORDER  
BY *G. Noel Hales*  
TILEONE

2003 DEC 30 PM 4 39

RECORDED

200379339

*C034714*

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**DEED OF TRUST**

**THIS DEED OF TRUST is dated December 30, 2003, among Dale D. Leatham and Anita C. Leatham, husband and wife, who acquired title as Dale Leatham and Anita Leatham, husband and wife, whose address is 1725 N. Curtis Road, Boise, ID 83706 ("Grantor"); Idaho Banking Company, whose address is Meridian Office, 1875 S. Eagle Road, Meridian, ID 83642 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and TitleOne Corporation, whose address is 5700 E. Franklin Rd., Ste 170, Nampa, ID 83787 (referred to below as "Trustee").**

**CONVEYANCE AND GRANT.** For valuable consideration, Grantor does hereby irrevocably grant, bargain, sell and convey in trust, with power of sale, to Trustee for the benefit of Lender as Beneficiary, all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Canyon County, State of Idaho:

**LOT 8 IN BLOCK 7 OF GRUMBLING & FULLMER'S ADDITION, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN BOOK 1 OF PLATS AT PAGE(S) 14, OFFICIAL RECORDS OF CANYON COUNTY, IDAHO.**

**The Real Property or its address is commonly known as 708 11th Avenue N., Nampa, ID 83687. The Real Property tax identification number is R85670000**

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

**THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property. The following provisions relate to the use of the Property or to other limitations on the Property. **THE REAL PROPERTY EITHER IS NOT MORE THAN FORTY (40) ACRES IN AREA OR IS LOCATED WITHIN AN INCORPORATED CITY OR VILLAGE.**

**Duty to Maintain.** Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Compliance With Environmental Laws.** Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be

REQUEST Idaho Banking  
TYPE misc FEE 9.00

2008060711

RECORDED

2008 NOV 14 PM 4 27

WILLIAM H. HURST  
CANYON CNTY RECORDER  
BY Wm d. Brewster

# AFFIDAVIT

STATE OF IDAHO )  
County of ADA ) ss.

Dale D. Leatham and Anita C. Leatham, being first duly sworn upon their oath, depose and say:

We, the undersigned individuals, are husband and wife, and the persons ("Grantors") who made, executed and delivered that certain Non-Merger Deed, of even date herewith, to Idaho Banking Company ("Grantee"), conveying the following described real property, to wit:

Lot 8 in Block 7 of Grumbling & Fullmer's Addition, according to the official Plat thereof, filed in Book 2 of Plats at Page(s) 14, records of Canyon County, Idaho.

That the aforesaid Deed was an absolute conveyance of the title to the above described premises to Grantee in effect as well as in form, and is not now intended as a mortgage, trust deed or security device of any kind, and possession of the premises has been or will be surrendered to the Grantee.

The consideration for the above-referenced Deed is the full cancellation of all debts, obligations, considerations, and charges, heretofore existing under and by virtue of that certain Promissory Note dated December 30, 2003, made by the undersigned Grantors, and that certain Deed of Trust executed by the undersigned as Grantors, of

which Idaho Banking Company is the Beneficiary, dated December 30, 2003, and recorded December 30, 2003 as Instrument No. 200379339, records of Canyon County, Idaho.

That, the aforesaid Non-Merger Deed and conveyance was made by the undersigned as a result of our request that Grantee accept such deed and was the Grantors' free and voluntary act. At the time of making said Non-Merger Deed, the undersigned felt and still feel that the credit given against the above described debt instrument was at least equal to the fair market value of the property so deeded. That said Non-Merger Deed was not given as a preference against any other creditors. That at the time said Non-Merger Deed was given there was no other person or persons, firms or corporations, other than the Grantee therein named, interested either directly or indirectly in said premises. That the Grantors have no other creditors whose rights would be prejudiced by such conveyance, and that the Grantors are not obligated upon any bond or other mortgage whereby any liens junior to that of Grantee have been created or exist against the premises described in said Non-Merger Deed except as described therein.

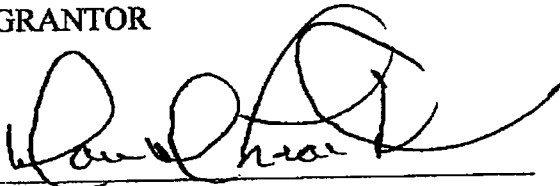
That in offering to execute the aforesaid Non-Merger Deed to the Grantee, and in executing the same, the undersigned Grantors were not acting under any misapprehensions as to the effect thereof, nor under any duress, undue influence, or misrepresentations of the Grantee or the agent or attorney of the Grantee, and that it was the intention of the undersigned Grantors to convey, and by said Non-Merger Deed did

convey, to the Grantee therein all of the Grantors' right, title and interest absolutely in and to the premises described therein.

This affidavit is made for the protection and benefit of the aforesaid Grantee in said Non-Merger Deed, its successors and assigns, and all other parties thereafter dealing with or who may acquire an interest in the property described therein and shall bind the respective successors, executors, administrators and assigns of the undersigned.

DATED this 16 day of October, 2008.

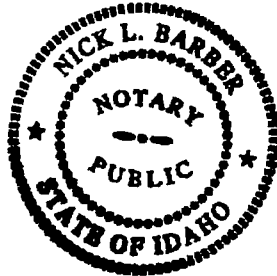
GRANTOR

  
Dale D. Leatham


GRANTOR

  
Anita C. Leatham

SUBSCRIBED AND SWORN to before me a Notary Public, this 16<sup>th</sup> day of October, 2008.



ID

  
Notary Public for Idaho  
Residing at: BOISE IDAHO

My Commission Expires: MARCH 16, 2011

