

RECEIVED

JAN 23 2015

DEPARTMENT OF
WATER RESOURCES

Chris M. Bromley, ISB # 6530
McHugh Bromley, PLLC
380 S. 4th St., Ste. 103
Boise, ID 83702
Telephone: (208) 287-0991
Facsimile: (208) 287-0864 (facsimile)
Email: cbromley@mchughbromley.com

Attorney for Defendant Thomas Mecham Ricks

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

D. L. EVANS BANK,

Plaintiff,

vs.

BALLENTYNE DITCH COMPANY,
LIMITED; THOMAS MECHAM RICKS;
GARY SPACKMAN, IN HIS OFFICIAL
CAPACITY AS DIRECTOR OF THE
IDAHO DEPARTMENT OF WATER
RESOURCES; AARON RICKS, DIRECTOR
OF BALLENTYNE DITCH COMPANY;
SHAUN BOWMAN, DIRECTOR OF
BALLENTYNE DITCH COMPANY; JOE
KING, DIRECTOR OF BALLENTYNE
DITCH COMPANY; STEVE SNEAD,
DIRECTOR OF BALLENTYNE DITCH
COMPANY,

Defendants.

Case No.: CV OC 1317406

**AFFIDAVIT OF THOMAS M. RICKS IN
SUPPORT OF THOMAS M. RICKS'
MOTION FOR SUMMARY JUDGMENT**

STATE OF IDAHO)

) ss.

County of Ada)

THOMAS M. RICKS, being first duly sworn upon oath, deposes and says:

1. I am over the age of 18, and state the following based upon my own personal knowledge.

2. Ballentyne is a corporation in good standing with the State of Idaho. I have been on the Ballentyne Board of Directors (“Board”) since the early 1980s. I have been a shareholder since 2004. Because of my experience, I feel I am familiar with the operation of Ballentyne.

3. Ballentyne owns water rights that were decreed to it by the Snake River Basin Adjudication (“SRBA”) district court. Ballentyne is located in Eagle, Idaho, Ada County. Ballentyne diverts water from the Boise River into its system of canals, laterals, and ditches. After Ballentyne diverts water from the Boise River, and water is turned into Ballentyne’s system of canals, laterals, and ditches, Ballentyne’s shareholders are authorized to use water according to established rotations and schedules. Water diverted by Ballentyne into its system of canals, laterals, and ditches is applied to land within the place of use decreed by the SRBA district court.

4. Ballentyne issues certificated shares of stock to its shareholders. The shares of stock authorize the use of water from Ballentyne’s system of canals, laterals, and ditches. Only shareholders can use water from Ballentyne’s canals, laterals, and ditches.

5. Ballentyne is governed by Articles of Incorporation and Bylaws. True and correct copies of the Articles of Incorporation, including amendments thereto, are attached hereto as **Exhibit 1**. A true and correct copy of the Bylaws is attached hereto as **Exhibit 2**.

6. Attached hereto as **Exhibit 3** is a true and correct copy of a share of stock, owned by me, in Ballentyne. The shares of stock do not reference any lands to which the shares of stock are appurtenant.

7. On January 17, 2008, I entered into a Promissory Note with D.L. Evans Bank (“Bank”). Attached hereto as Exhibit 4 is a true and correct copy of the Promissory Note. According to its terms, the January 17, 2008 Promissory Note replaced a promissory note dated October 23, 2007.

8. On June 7, 2007, I entered into a Deed of Trust (“Deed of Trust”) with the Bank. Attached hereto as Exhibit 5 is a true and correct copy of the June 7, 2007 Deed of Trust.

9. On September 17, 2007, the Deed of Trust was modified. Attached hereto as Exhibit 6 is a true and correct copy of the September 17, 2007 modification.

10. On October 23, 2007, the Deed of Trust was modified. Attached hereto as Exhibit 7 is a true and correct copy of the October 23, 2007 modification.

11. On January 17, 2008, the Deed of Trust was modified. Attached hereto as Exhibit 8 is a true and correct copy of the January 17, 2008 modification.

12. A non-judicial foreclosure was initiated by the Bank.

13. On January 22, 2013, a Trustee’s Deed was recorded with the Ada County Recorder. Attached hereto as Exhibit 9 is a true and correct copy of the Trustee’s Deed.

14. On January 24, 2013, a Correction Trustee’s Deed was recorded with the Ada County Recorder. Attached hereto as Exhibit 10 is a true and correct copy of the Correction Trustee’s Deed.

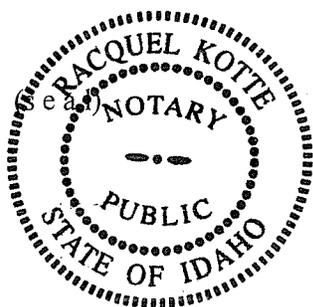
15. At all times relevant to these proceedings, I have maintained possession of my shares of stock in Ballentyne. I currently maintain possession of my shares of stock in Ballentyne. I have not surrendered by shares of stock to Ballentyne.

16. I was never asked by the Bank to sign a security agreement relating to the shares of Ballentyne stock, nor have I signed a security agreement in favor of the Bank.

DATED this 22 day of January, 2015.

Thomas M. Ricks
THOMAS M. RICKS

SUBSCRIBED AND SWORN TO BEFORE ME this 22 day of January, 2015.



Racquel Kotte
NOTARY PUBLIC for Idaho
Residing at: Murdien Idaho
My Commission Expires: 4/25/2020

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 23rd day of January, 2015, a true and correct copy of the foregoing document was served as follows:

Jason R. Naess Parsons Smith Stone Loveland & Shirley, LLP PO Box 910 Burley, ID 83318	<input checked="" type="checkbox"/> First Class Mail <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight Delivery
John Homan Idaho Department of Water Resources PO Box 83720-0098 Boise, ID 83720	<input type="checkbox"/> First Class Mail <input checked="" type="checkbox"/> Hand Delivery <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight Delivery
S. Bryce Farris Sawtooth Law Offices, PLLC PO Box 7985 Boise, ID 83707	<input type="checkbox"/> First Class Mail <input checked="" type="checkbox"/> Hand Delivery <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight Delivery



CHRIS M. BROMLEY

EXHIBIT 1

ARTICLES OF INCORPORATION.

KNOW ALL MEN BY THESE PRESENTS, That we, whose names are hereto subscribed, do under and pursuant to the laws of the State of Idaho, for the purpose of becoming a body corporate, make, execute and acknowledge these articles of incorporation as the articles of incorporation of the **BALLENTYNE DITCH COMPANY, LIMITED.**

ARTICLE I

The name of this corporation shall be **THE BALLENTYNE DITCH COMPANY, LIMITED.**

ARTICLE II.

The purpose of this corporation shall be, to take over, own, hold, conduct and manage that certain irrigating ditch, commonly known as the Ballentyne Ditch, the same being in Ada County, Idaho, with its point of diversion at a point on the Boise River, at or near the South East corner of Section Fifteen, Township, Four, North, Range One, East Boise Meridian and extending thence westward a distance of six miles, more or less, and to hold and own the same, together with all its appurtenances, franchises, rights and appurtenances, subject only to the conditions and restrictions hereinafter set forth.

ARTICLE III.

The principal place of business of this corporation shall be at Eagle, Ada County, Idaho.

ARTICLE IV.

This corporation shall exist for a term of fifty years from and after the filing of these articles.

ARTICLE V.

The corporate powers of this corporation shall be exercised by a board of five directors and the names and residences of those who are chosen as such directors for the first year and until their successors are elected and qualified are as followst-

J. C. Heffner residing at Engle, Idaho

John Maloney residing at Boise, Idaho

E. M. Van Dusen residing at Engle, Idaho

A. V. Linder residing at Engle, Idaho

Lewis Smith residing at Engle, Idaho

ARTICLE VI.

The amount of authorized capital stock of this corporation shall be Five Thousand Dollars shares of the par value of One Dollar Dollars each, which said capital stock shall be incident to and appurtenant to the lands lying under and heretofore irrigated by means of said canal, and none of said capital stock shall be transferred, or transferable upon the books of the corporation without a transfer of the lands to which the same is appurtenant and any other person than the owner of such lands, holding such stock, or any of it, shall be deemed to hold the same as trustee to the use and benefit of of the owner of said lands. The stock certificates, shall describe the lands to which the same are appurtenant, which said lands shall include and be included in the following and no other, to wits-All that part of the South West Quarter of Section No. Seven, the North West Quarter of the North West Quarter

~~of Section No. Sixteen, all in Township Four, North, Range~~
One East Boise Meridian, and The East One Half and the
North Half North West Quarter, the South East Quarter of
the Northwest Quarter and the North East Quarter of the
South West Quarter of Section No. Twelve, Township Four
North, Range One West, Boise Meridian, which lies under
and is irrigated from said canal, the same being Five
Hundred Eighty acres, more or less.

ARTICLE VII.

The amount of capital stock of this corporation
which has been subscribed and the number of shares sub-
scribed by each subscriber is as follows,

NAME	AMOUNT
<u>A.W. Linder</u>	<u>275 Shares, \$ 2750</u>
<u>Louis Smith</u>	<u>55 Shares, \$ 550</u>
<u>John Maloney</u>	<u>70 Shares, \$ 700</u>
<u>J.C. Heffner</u>	<u>60 Shares, \$ 600</u>
<u>W.W. Goble</u>	<u>70 Shares, \$ 700</u>
<u>E. Van Dyke</u>	<u>10 Shares, \$ 100</u>
_____	_____ Shares, \$ _____

ARTICLE VIII.

This corporation is not formed for profit, but for
the mutual operation of said canal and irrigating system
and for its better maintenance and conduct and no dividend
shall be at any time declared upon any of said stock, or
any thereof, but any surplus arising from maintenance as-
sessments levied and collected during any year shall be
applied toward maintenance and operation during the en-

ending year.

IN WITNESS WHEREOF We have hereunto set our hands this the 15th. day of April, A.D. 1910.

A. V. Linder
John Maloney
W. W. Goble
E. M. Van Housen
Leis Smith
L. C. Heffner

State of Idaho, } ss.
County of Ada.

On this 15th. day of April, 1910, before me,

Eugene H. Barber, a Notary Public in and for
 said County, personally appeared, A. V. Linder
John Maloney, W. W. Goble, E. M.
Van Housen, Leis Smith, L. C. Heffner,

known to me to be the persons whose names are 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, this the day and year first above written.



Eugene H. Barber
Notary Public.

CERTIFICATE OF AMENDMENT OF THE ARTICLES
OF INCORPORATION OF
THE BALLENTYNE DITCH COMPANY, LIMITED.

KNOW ALL MEN BY THESE PRESENTS That we, the undersigned, W. W. Goble, M. A. Hay, and H. E. Wimer, being a majority of the Board of Directors of The Ballentyne Ditch Company, Limited, a corporation organized and existing under and by virtue of the laws of the state of Idaho, with its principal place of business at Eagle, Ada county, Idaho, and Levi Smith as Chairman and W. W. Goble, as Secretary, of the stockholders' meeting of said corporation hereinafter mentioned and referred to, and each of us, DO HEREBY CERTIFY AND DECLARE:

I.

That at a regular meeting of the Board of Directors of said corporation held on the 15th day of July..... 1924, a meeting of all the stockholders of said corporation was called by vote of a majority of said board of directors, to meet at the office of the company in Eagle, Ada county, Idaho, on August 28nd, 1924, at the hour of 8 o'clock P. M., to consider and vote on the following proposition, to-wit:

That Article VI of the articles of incorporation of said company be amended to read as follows:

"Article VI.

The amount of authorized capital stock of this corporation shall be one thousand shares of the par value of \$10.00 each, to each of which shares shall be inseparably attached the right to the use of an equal and proportionate part of the waters of said canal available for the irrigation of the lands thereunder, and only such amounts of said capital stock shall be issued as shall be inseparably attached and appurtenant to the lands lying under and irrigated by means of said canal; and none of said

capital stock shall be transferred, or transferable, upon the books of the corporation without a transfer of the lands to which the same is appurtenant, and any other person than the owner of such lands, holding such stock, or any of it, shall be deemed to hold the same as trustee to the use and benefit of the owner of such lands. The stock certificates shall describe the lands to which the same are appurtenant.

II.

That personal notice of the time and place of such meeting and the object and purpose thereof, and the proposal to so amend such articles of incorporation, was served upon each stockholder of said corporation more than thirty days prior to the date of such meeting; and due proof of such service made at such meeting;

III.

That pursuant to such notice said stockholders convened at the office of the company at Eagle, Idaho, on said 22nd day of August, 1924, at the hour of ⁶... o'clock P. M.; that there were present and represented at such meeting 438 shares of stock; and that there were issued and outstanding at said time a total of 438 shares and no more;

That said meeting was duly organized by the election of said Levi Smith as chairman and said J. W. Raines as secretary; and that on motion duly made, seconded, and

carried it was ordered that article VI of such articles of incorporation be and the same was thereby so amended, by the unanimous vote of said 300 shares ^{of such} present and represented, the same constituting more than two-thirds of the entire outstanding and issued capital stock of said corporation.

IN WITNESS WHEREOF We have hereunto set our hands, this the 30th day of January, 1922.

W. H. Goble
M. A. Gray
H. W. ...

Constituting a majority of the Board of Directors of said Company.

State of Idaho }
County of Ada } ss.

Levi Smith and W. W. Hobbes, being severally duly sworn, on their oaths that they were chairman and secretary, respectively, of the stockholders meeting referred to in the foregoing certificate, and that the matters and facts therein set forth are true of their own knowledge.

Levi Smith
W. W. Hobbes

Subscribed and sworn to before me this 31st day of January, 1922.
Edmund ...
Notary Public for Idaho;
Residence: Boise, Idaho.

31
A. G. ...
1211

State of Idaho



Department of State

CERTIFICATE OF AMENDMENT OF ARTICLES OF INCORPORATION

I, J. D. (CY) PRICE, Secretary of State of the State of Idaho, and legal custodian of the corporation records of the State of Idaho, do hereby certify that the

WALLENTYS DITCH COMPANY, LIMITED

a corporation organized and existing under and by virtue of the laws of the State of Idaho, filed in this office on the ~~twenty-fourth~~ day of ~~January~~, 1948

original articles of amendment, as provided by Section ~~29-215 and 29-216~~, Idaho Code Annotated, amending Article VI to read "This corporation shall have a total authorized capital stock of \$20,000.00 divided into one thousand (1,000) shares of the par value of Ten Dollars (\$10.00) per share."

and that the said articles of amendment contain the statement of facts required by law, and are recorded on Film No. 12 of Record of Domestic Corporations of the State of Idaho.

I THEREFORE FURTHER CERTIFY, That the Articles of Incorporation have been amended accordingly.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed

the Great Seal of the State. Done at Boise City,
the Capital of Idaho, this 27th day
of January, in the year of our Lord
one thousand nine hundred forty-eight,
and of the Independence of the United States of
America the One Hundred Seventy-second.

Secretary of State.

CERTIFICATE OF AMENDMENT

to

ARTICLES OF INCORPORATION, AS AMENDED

STATE OF IDAHO)
 : ss.
County of Ada)

We, Shad M. Clark and Frank M. Ray, hereby certify that we are, and at all times hereinafter mentioned were, the President and Secretary, respectively, of Ballentyne Ditch Company, Limited, a corporation organized and existing under the laws of the State of Idaho, with its principal place of business at Eagle, Ada County, Idaho; that on the 3rd day of April, 1947, the Directors of said company called a meeting of the stockholders thereof to be held at Union School District No. 25, commonly known as Linder School, in Ada County, Idaho, on Thursday, the 17th day of April, 1947, at 8:00 o'clock P. M.; that pursuant to the directions of said Board of Directors the Secretary, Frank M. Ray, mailed a notice to each of said stockholders of said company, addressed to him at the post office address appearing on the records of said company.

That said stockholders held a special meeting pursuant to said Notice on April 17, 1947, at which meeting 527½ shares of the outstanding stock were present or represented, the total outstanding stock of said company being 717½ shares; that there was submitted to said stockholders at said meeting a resolution amending Article VI of the Articles of Incorporation of said Company, as amended, which said resolution so adopted by a majority vote of the stockholders is as follows, to-wit:

"BE IT RESOLVED: That Article VI of the Articles of Incorporation of Ballentyne Ditch Company, Limited, as amended, be, and the same is hereby, amended to read as follows:

"Article VI. This corporation shall have a total authorized capital stock of \$10,000.00 divided into one thousand (1,000) shares of the par value of Ten Dollars (\$10.00) per share."

Shay M Clark
President

Frank M Ray
Secretary

Subscribed and sworn to before me this 5th day of
January, 1948.

Wm. S. Martin
Notary Public for Idaho
Residing at Boise, Idaho

State of Idaho



Department of State

CERTIFICATE OF AMENDMENT OF ARTICLES OF INCORPORATION

I, ARNOLD WILLIAMS, Secretary of State of the State of Idaho, and legal custodian of the corporation records of the State of Idaho, do hereby certify that the

THE BALLENTINE DITCH COMPANY, LIMITED

a corporation organized and existing under and by virtue of the laws of the State of Idaho, filed in this office on the **Fifteenth** day of **February**, 19 **60**, original articles of amendment, as provided by Sections **30-146, 30-147, 30-160, Idaho Code**, making the term of its corporate existence perpetual,

and that the said articles of amendment contain the statement of facts required by law, and are recorded on Film No. **110** of Record of Domestic Corporations of the State of Idaho.

I THEREFORE FURTHER CERTIFY, That the Articles of Incorporation have been amended accordingly.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State. Done at Boise City, the Capital of Idaho, this **15th** day of **February**, A. D., 19 **60**.

Secretary of State

CERTIFICATE OF AMENDMENT OF THE ARTICLES OF INCORPORATION OF
THE BALLENTYNE DITCH COMPANY, LIMITED, AS AMENDED

STATE OF IDAHO,)
) ss.
COUNTY OF ADA,)

We, Raymond Stewart and Roy Mayes, hereby certify that we are, and at all times hereinafter mentioned were, the president and secretary, respectively, of The Ballentyne Ditch Company, Limited, a corporation organized and existing under the laws of the State of Idaho, with its principal place of business at Eagle, Ada County, Idaho; that on the 8th day of January, 1960, the Board of Directors of said corporation called a meeting of the stockholders thereof for the purpose of amending Article IV of the Articles of Incorporation of said corporation, as amended, and thereby effecting the perpetual extension of the corporate existence of said corporation; that said meeting was called for February 1, 1960, to be held at the Community Hall located in the Eagle Fire Station at Eagle, Ada County, Idaho, at 2:00 o'clock P. M. on said day; that pursuant to the direction of the Board of Directors the secretary, Roy Mayes, caused to be mailed to each of the shareholders of said corporation a notice of annual stockholders' meeting, addressed to each of said stockholders at the post office address appearing on the records of said corporation; that said notice expressly stated that the meeting was called for, among other things, the acting upon a proposal to amend said Article IV of the Articles of Incorporation of said corporation, as amended, and thereby to perpetually extend

the corporate existence of said corporation.

That said stockholders held their annual meeting pursuant to said notice on February 1, 1960, at which meeting 604½ shares of the outstanding stock were present or represented, the total outstanding stock of said company being 757.25 shares; that there was submitted to said stockholders at said meeting a resolution amending Article IV of the Articles of Incorporation of The Ballentyne Ditch Company, Limited, as amended, which resolution so adopted by a unanimous vote of the stockholders is as follows, to wit:

"NOW, THEREFORE, BE IT RESOLVED, That Article IV of the Articles of Incorporation of The Ballentyne Ditch Company, Limited, be amended so that said Article, now reading as follows:

'ARTICLE IV. This corporation shall exist for a term of fifty years from and after the filing of these articles.'

will, as amended, read as follows:

'ARTICLE IV. The period of existence and duration of the life of this corporation shall be perpetual.'"

Raymond Stewart
Raymond Stewart, President

Roy Mayes
Roy Mayes, Secretary

Subscribed and sworn to before me this 12th day of February, 1960.

Van R. Henderson
Notary Public for the State of Idaho,
Residing at Boise, Idaho.

EXHIBIT 2

Copy

BY-LAWS
of
BALLENTYNE DITCH COMPANY, LIMITED

-0-

ARTICLE I.

Corporate Powers.

Section 1. The corporate powers, business and property of this corporation shall be exercised, conducted and controlled by a board of five (5) directors, who shall be elected by the stockholders. Three (3) directors shall constitute a quorum for the transaction of business.

ARTICLE II.

Directors.

Section 1. The Board of Directors shall be elected by ballot of the stockholders at the first stockholders' meeting at which directors are elected under these By-Laws and shall be elected for a term of one (1) year, or until their successors are elected and qualified. The term of all directors shall begin immediately after their election.

Section 2. Vacancies in the Board of Directors shall be filled by the Board of Directors.

ARTICLE III.

Powers and Duties of the Directors.

Section 1. The directors shall have power:

To call special meetings of the stockholders when they deem it necessary, and they shall call such meeting at any time upon the written request of three (3) directors, or of any stockholder or stockholders holding in the aggregate one-third of the outstanding stock of said corporation;

To appoint or remove for cause all officers, agents, or employees of the corporation; prescribe their duties; fix their compensation; and may require from them a proper bond for the faithful performance of their several duties, which said bond may either be by personal sureties or by an established surety or bonding company;

To conduct, manage and control the affairs and business of the corporation, and to make rules and regulations, not inconsistent with the laws of the State of Idaho, or the By-Laws of this corporation, for the guidance of its officers and for the management of the affairs of the corporation;

To incur indebtedness when in their judgment the same is necessary for properly conducting the business of the corporation. The terms and amount of such indebtedness so created by the Board of Directors shall be entered upon the minutes of the Board, and in the event of any obligations so created being evidenced by a written instrument, such instrument shall be signed officially by such person or persons as shall be designated by the Board of Directors;

To cause to be kept a complete record of all the proceedings of the Board of Directors, and shall at the regular annual meeting of the stockholders make a report, signed by the President and Secretary, showing in detail the assets and liabilities of the corporation, and the general condition of its affairs;

To cause to be issued to the stockholders certificates of stock representing their respective interests in this corporation;

To appoint a general manager, or superintendent, fix his compensation, prescribe his duties, and term of service.

To levy and collect assessments, according to law, on the outstanding stock of said company, necessary for corporate purposes; provided, however, no dividends shall ever be paid

on outstanding stock of said company.

And generally to do any and all things not inconsistent with the laws of the State of Idaho, or the By-Laws of this corporation, which, in the judgment of said Board of Directors, is proper or necessary to be done in carrying out the objects and business affairs of this corporation.

ARTICLE IV.

Officers.

Section 1. The officers of this corporation shall consist of a President, Vice-President, Treasurer and Secretary, which said officers shall be elected by the Board of Directors and shall hold office for one (1) year and until their successors are elected and qualified, unless removed from office by the directors for cause. The President and Vice-President shall be members of the Board of Directors. The compensation, duties and powers of the officers of this corporation, in addition to those herein provided, may be fixed and determined by the Board of Directors. The Secretary may also hold the office of Treasurer.

ARTICLE V.

Duties of Officers.

Section 1. The President shall be the chief executive officer of the corporation; he shall preside over all meetings of the stockholders and directors. He shall sign, as President, all certificates of stock and all contracts, deeds, conveyances and other instruments necessary to the transaction of the business of the corporation authorized by the Board of Directors; provided, the Board of Directors, by resolution, may authorize some person other than the President to execute instruments on behalf of the corporation.

He shall call special meetings of the Board of Directors when he may deem it necessary, and must call a special meeting of said Directors upon the request of three (3) members

thereof; and said President shall have, subject to the control of the Board of Directors, general direction of the affairs of the corporation, and shall discharge such other and further duties as may be required of him by the Board of Directors, in the proper conduct of the business of the corporation.

Section 2. In the absence of the President, or in case of his inability or refusal to act, the Vice-President shall have the same power and authority as, and shall perform the duties of, the President.

Section 3. It shall be the duty of the Secretary to keep a record of the proceedings of the Board of Directors and of all meetings of the stockholders; he shall keep the corporate seal and the book of blank certificates of stock, and shall fill out and countersign all certificates of stock issued, and make the corresponding entries on the margin of said stock book of such issues; he shall affix the corporate seal and countersign all contracts, deeds, conveyances and all other instruments and obligations in writing, of whatever kind or nature, authorized by the Board of Directors, to be entered into and executed by the corporation; he shall keep a proper transfer book and a stock ledger in debit and credit form, showing the number of shares issued to and transferred by each stockholder, and the date of such issuance and transfer; and shall further do and perform each and every duty pertaining to his office as required by the Board of Directors. He shall serve all notices required by law or by the By-Laws of this corporation, and in case of his absence, inability or refusal to act, then all his duties shall be performed by a Secretary pro tem, to be appointed by the President, or Vice-President when performing the duties of the President.

Section 4. It shall be the duty of the Treasurer to receive and safely keep all moneys belonging to the corporation, and to

pay, or cause the same to be paid out, under the directions of the Board of Directors. He shall discharge such other duties pertaining to his office as shall be prescribed by the Board of Directors.

ARTICLE VI.

Certificates of Stock.

Section 1. Certificates of stock shall be of such form and device as the Board of Directors may adopt, and such certificates shall be signed by the President or Vice-President and attested by the Secretary, with the corporate seal, and express on their face their number, date of issuance, number of shares for which, and the person or persons to whom issued.

ARTICLE VII.

Transfers of Stock.

Section 1. The shares of stock in this Company may be transferred at any time by the owner thereof in person, or by attorney legally constituted or by legal representative, by endorsement on the certificate of stock. But no transfer shall be valid as against the corporation until surrender of the certificate of stock and the entry of such transfer on the books of the corporation; no transfer shall be made while the holder thereof is indebted to the Company, on any account whatever, without the consent of the Board of Directors. No certificate shall be issued until the certificate in lieu of which it is issued shall have been surrendered to the Secretary and cancelled, and the Secretary shall hold the cancelled certificate as a voucher.

Provided, That upon the adoption of these By-Laws and securing new stock certificates for said company the Secretary is authorized and directed to accept the stock outstanding at the time of the adoption of these By-Laws and issue new stock certificates for the same number of shares as represented by the old stock certificates which are surrendered; and, provided further,

that the water represented by the new certificates issued shall not be transferrable from the main ditch or canal of Ballentyne Ditch Company, Limited, without the consent of the Board of Directors or a majority of the stockholders of said Company.

ARTICLE VIII.

Corporate Records.

Section 1. All corporate records and the corporate seal of this corporation shall be kept in the custody of the Secretary. These By-Laws shall also be kept in the custody of the Secretary, and shall be copied in the book known as the "Book of By-Laws".

ARTICLE IX.

Seal.

Section 1. This corporation shall have a seal consisting of the form and design of the seal now owned and used by it.

ARTICLE X.

Voting.

Section 1. At every meeting of the stockholders, each stockholder shall be entitled, either in person or by proxy, to as many votes as he may own shares of stock. All proxies shall be in writing and deposited with the Secretary before voting begins. The ballots cast for directors shall have written or printed thereon the names of the persons voted for, the number of votes cast for each person and the number of shares. Voting for directors may be cumulative. Tellers shall be appointed by the President, or Vice-President, when acting as President, to receive and count the votes, and the Secretary shall keep a record of the votes cast and shall announce the result. No person shall be declared elected as director who shall not have received a majority of all votes cast.

ARTICLE XI.

Meetings.

Section 1. All meetings of the stockholders or directors,

both regular and special, shall be held at such place or places in Ada County, Idaho, as shall be designated by resolution of the Board of Directors.

Section 2. The regular annual meeting of the stockholders shall be held on the first Monday of February of each year, and shall be called by notice in writing given by the Secretary and mailed to each stockholder at his last known Post Office address at least ten (10) days before the date of such meeting.

Notice of time, place and purpose of any meeting of stockholders may be waived by the written consent of any stockholder or stockholders entitled to notice filed with the Secretary, or entered upon the records of the meeting either before or after the holding thereof.

Section 3. At each annual meeting of the stockholders the entire Board of Directors shall be elected and they shall serve for a period of one (1) year and until their successors are elected and qualified. If, at such meeting of the stockholders, a majority of all outstanding stock is not present, or represented, those present may adjourn from day to day, or until such time as may be deemed proper. No meeting of the stockholders shall be competent to transact business unless a majority of all the stock issued is present or represented, except to adjourn to such time as they may determine.

Section 4. Special meetings of the stockholders may be called by the President, or Vice-President, when performing the duties of President, when it is deemed expedient, and such officers must call said meeting when requested so to do in writing by three Directors, or by a stockholder, or stockholders holding in the aggregate one-third of all outstanding stock of said corporation. In the absence or inability of the President and Vice-President to act, such meeting may be called by the Secretary.

Notice of such meetings of the stockholders shall be given in writing by the Secretary and mailed to each stockholder at his last known Post Office address at least five (5) days in advance of the date of the meeting or notice of the time, place and business of any meeting of stockholders may be waived by written consent of a stockholder entitled to notice, filed with the Secretary or entered upon the records of the meeting, either before or after the holding thereof, provided that if all the holders of stock are present or represented, a meeting may be held at any time and without notice. The certificate of the Secretary that notice of special meetings has been served, as hereinabove provided, shall be prima facie proof of such service.

Directors' Meetings.

✓ Section 5. The regular meeting of the Board of Directors shall be held on the first Monday of February of each year, immediately upon adjournment of the annual stockholders' meeting, and notice of such meetings is not required to be given.

Section 6. At the regular meeting held on the first Monday of February of each year the Board shall elect the officers of the corporation for the ensuing year.

Section 7. Special meetings of the Board of Directors may be called at any time by the President, or the Vice-President when performing the duties of President, or by the Secretary under direction of three members of the Board of Directors. Notice of special meetings shall be given by the Secretary by mailing the same to each director at his last known Post Office address at least three (3) days before the date of such meeting, or by personal service of such notice at least one (1) day before the date of such meeting. If all members of the Board of Directors are present at any meeting, however called or notified, the doings of such meeting are as

valid as if had at a meeting: legally called and notified.
Giver of notice of said meeting by any director entitled to
notice may be filed with the Secretary, or entered upon the
records of the meeting either before or after the holding
thereof. The certificate of the Secretary that notice of
special meetings has been served, as hereinabove provided,
shall be prima facie proof of such service.

Section 8. At all meetings of the Board of Directors,
all questions shall be decided by a majority vote of the
directors present, given orally.

Section 9. All special meetings of the Board of Direc-
tors may be held at any place in Ada County, Idaho, if so
authorized by resolution of the Board of Directors.

ARTICLE XII.

Checks and Drafts.

Section 1. All checks, drafts or other orders upon the
funds of this corporation, shall be drawn by such officers,
agents, or employees of the corporation as the Board of Direc-
tors may from time to time designate.

ARTICLE XIII.

Order of Business.

Section 1. The order of business at all meetings of
the stockholders, so far as applicable, shall be as follows:

- 1st. Call of roll of stockholders.
- 2nd. Proof of due notice of meeting.
- 3rd. Reading and disposal of any unapproved minutes.
- 4th. Report of officers and committees.
- 5th. Election of directors.
- 6th. Unfinished business.
- 7th. New business.
- 8th. adjournment.

Section 2. The order of business at all directors'
meetings, so far as applicable, shall be as follows:

- 1st. Reading and disposal of any unapproved minutes.
- 2nd. Report of officers and committees.
- 3rd. Unfinished business.
- 4th. New business.

ARTICLE XIV.

Amendments.

Section 1. These By-Laws may be repealed, amended, altered, or new By-Laws adopted at any annual meeting, or at any special meeting of the stockholders called for that purpose by a vote representing two-thirds of the stock subscribed for and issued, or by the written consent, duly acknowledged in the same manner that conveyances of real estate are required to be acknowledged, of the holders of two-thirds (2/3) of the subscribed and issued capital stock, which written consent may be in one or more instruments, or the power to repeal and amend the By-Laws and adopt new By-Laws, may, by a similar vote at any such meeting, or by a similar written consent, be delegated to the Board of Directors. This power, when so delegated, may be revoked by a similar vote at any regular meeting of the stockholders. Whenever any amendment or new By-Law is adopted, it shall be copied in the Book of By-Laws with the original By-Laws, and immediately after them, and shall not take effect until so copied. If any By-Laws are repealed, the fact of repeal, with the date of the meeting at which the repeal was enacted, or if such repeal occur by reason of the filing of written consent of the stockholders, the date when the consent of the necessary number was obtained must be stated in said Book, and until so stated the repeal does not take effect.

we, the Undersigned, constituting the stockholders of Ballentyne Ditch Company, Limited, hereby adopt the above and foregoing By-Laws as the By-Laws of said corporation.

Dated this 17th day of April, 1947.

Frank M. Ray
W. E. Dewey
By Clarence Stigsbee
By Raymond Stewart
Walter Clement

Shad M. Clark
Gaylord Coon
W. C. Dewey
By W. O. Linde

<u>Rog Mason</u>	
<u>K Mac Kaffer</u>	<u>by Carol Kaffer</u>
<u>Carol Kaffer</u>	<u>Jessal Kaffer by Rog Mason</u>
<u>Carol Kaffer</u>	
<u>J. L. Raney</u>	

EXHIBIT 3

EXHIBIT 4

PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$1,185,000.00	01-17-2008	01-05-2009	2015302921	1500	140705	SM	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

Borrower: Thomas M. Ricks
1560 North Park Lane
Eagle, ID 83616

Lender: D. L. Evans Bank
Boise West State Branch
3845 West State St.
Boise, ID 83703
(208) 342-2226

Principal Amount: \$1,185,000.00 Initial Rate: 9.250% Date of Note: January 17, 2008

PROMISE TO PAY. Thomas M. Ricks ("Borrower") promises to pay to D. L. Evans Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of One Million One Hundred Eighty-five Thousand & 00/100 Dollars (\$1,185,000.00) or so much as may be outstanding, together with interest on the unpaid outstanding principal balance of each advance. Interest shall be calculated from the date of each advance until repayment of each advance.

PAYMENT. Borrower will pay this loan in full immediately upon Lender's demand. If no demand is made, Borrower will pay this loan in one payment of all outstanding principal plus all accrued unpaid interest on January 5, 2009. In addition, Borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning February 5, 2008, with all subsequent interest payments to be due on the same day of each month after that. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; and then to any late charges. Interest on this Note is computed on a 365/365 simple interest basis; that is, by applying the ratio of the annual interest rate over the number of days in a year, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

VARIABLE INTEREST RATE. The interest rate on this Note is subject to change from time to time based on changes in an independent index which is the base rate on corporate loans posted by at least 75% of the nation's 30 largest banks known as the Wall Street Journal Prime Rate. (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notifying Borrower. Lender will tell Borrower the current index rate upon Borrower's request. The interest rate change will not occur more often than each day. Borrower understands that Lender may make loans based on other rates as well. The Index currently is 7.250% per annum. The interest rate to be applied to the unpaid principal balance during this Note will be at a rate of 2.000 percentage points over the Index, adjusted if necessary for any minimum and maximum rate limitations described below, resulting in an initial rate of 9.250% per annum. **NOTICE:** Under no circumstances will the interest rate on this Note be less than 7.000% per annum or more than (except for any higher default rate shown below) the lesser of 15.500% per annum or the maximum rate allowed by applicable law.

PREPAYMENT. Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments of accrued unpaid interest. Rather, early payments will reduce the principal balance due. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: D. L. Evans Bank, Boise West State Branch, 3845 West State St., Boise, ID 83703.

LATE CHARGE. If a payment is 11 days or more late, Borrower will be charged 5.000% of the unpaid portion of the regularly scheduled payment or \$25.00, whichever is greater.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this Note shall be increased by adding a 4.000 percentage point margin ("Default Rate Margin"). The Default Rate Margin shall also apply to each succeeding interest rate change that would have applied had there been no default. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Death or Insolvency. The death of Borrower or the dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note. In the event of a death, Lender, at its option, may, but shall not be required to, permit the guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure any Event of Default.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

Insecurity. Lender in good faith believes itself insecure.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's reasonable attorneys' fees and legal expenses, whether or not there is a lawsuit, including without limitation all reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Idaho without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Idaho.

CHOICE OF VENUE. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Ada County, State of Idaho.

DISHONORED ITEM FEE. Borrower will pay a fee to Lender of \$20.00 if Borrower makes a payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is later dishonored.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may



**PROMISSORY NOTE
(Continued)**

Loan No: 2015302921

Page 2

open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

COLLATERAL. Borrower acknowledges this Note is secured by Deed of trust dated 6-7-07, recorded on 6-8-07 as Instrument No. 107082317, modified on 9-17-07, recorded on 9-19-07 as Instrument No. 107131234, modified on 10-23-07, recorded on 10-24-07 as Instrument No. 107145709 and modified this date.

LINE OF CREDIT. This Note evidences a straight line of credit. Once the total amount of principal has been advanced, Borrower is not entitled to further loan advances. Advances under this Note may be requested either orally or in writing by Borrower or as provided in this paragraph. Lender may, but need not, require that all oral requests be confirmed in writing. All communications, instructions, or directions by telephone or otherwise to Lender are to be directed to Lender's office shown above. The following person or persons are authorized to request advances and authorize payments under the line of credit until Lender receives from Borrower, at Lender's address shown above, written notice of revocation of such authority: **Thomas M. Ricks, Individually.** Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of Borrower's accounts with Lender. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or by Lender's internal records, including daily computer print-outs. Lender will have no obligation to advance funds under this Note if: (A) Borrower or any guarantor is in default under the terms of this Note or any agreement that Borrower or any guarantor has with Lender, including any agreement made in connection with the signing of this Note; (B) Borrower or any guarantor ceases doing business or is insolvent; (C) any guarantor seeks, claims or otherwise attempts to limit, modify or revoke such guarantor's guarantee of this Note or any other loan with Lender; (D) Borrower has applied funds provided pursuant to this Note for purposes other than those authorized by Lender; or (E) Lender in good faith believes itself insecure.

PRIOR NOTE. Promissory Note #2015302868 dated 10-23-07 in the original principal amount of \$1,040,540.00.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

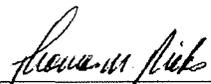
GENERAL PROVISIONS. This Note is payable on demand. The inclusion of specific default provisions or rights of Lender shall not preclude Lender's right to declare payment of this Note on its demand. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:

X



Thomas M. Ricks

EXHIBIT 5

42A

7

RECORDATION REQUESTED BY:

D. L. Evans Bank
Boise West State Branch
3845 West State St.
Boise, ID 83703

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE (IDAH0 06/08/07 04:36 PM
DEPUTY Bonnie Oberbillig
RECORDED - REQUEST OF
Title One

AMOUNT 21.00 7



WHEN RECORDED MAIL TO:

D. L. Evans Bank
Boise West State Branch
3845 West State St.
Boise, ID 83703

SEND TAX NOTICES TO:

Thomas M. Ricks
1560 North Park Lane
Eagle, ID 83616

AD76230 DL

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

LN 2015 302 774

DEED OF TRUST

THIS DEED OF TRUST is dated June 7, 2007, among Thomas M. Ricks; a single man ("Grantor"); D. L. Evans Bank, whose address is Boise West State Branch, 3845 West State St., Boise, ID 83703 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and Titleone Corporation, whose address is 1101 West River Street, Boise, ID 83702 (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 Ada County, State of Idaho:

See Exhibit "A", which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as N Meridan Road/3660 W. Flint Drive, Meridian/Eagle, ID 83616.

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 tenable 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 construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond,

DEED OF TRUST
(Continued)

Loan No: 2015302774

Page 2

reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Idaho law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and reasonable attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials and the cost exceeds 1000.00. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a fair value basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least fifteen (15) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds 1000.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such

**DEED OF TRUST
(Continued)**

Loan No: 2015302774

Page 3

time as Grantor's indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the indebtedness secured by this Deed of Trust; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Real and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Real and the Personal Property. Any reconveyance fee required by law shall be paid by Grantor, if permitted by applicable law.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Grantor fails to make any payment when due under the indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The death of Grantor, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness. In the event of a death, Lender, at its option, may, but shall not be required to, permit the guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure any Event of Default.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Notice of Default. In the Event of Default Lender shall execute or cause the Trustee to execute a written notice of such default and of Lender's election to cause the Property to be sold to satisfy the Indebtedness, and shall cause such notice to be recorded in the office of the recorder of each county wherein the Real Property, or any part thereof, is situated.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

Foreclosure. With respect to all or any part of the Real Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property. Notice of sale having been given as then required by law, and not less than the time required by law having elapsed, Trustee, without demand on Grantor, shall sell the property at the time and place fixed by it in the notice of sale at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser his or her deed conveying the Property so sold, but without any covenant or warranty express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness of such matters or facts. After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable attorneys' fees, including those in connection with the sale, Trustee shall apply proceeds of sale to payment of (a) all sums expended under this Deed of Trust, not then repaid with interest thereon as provided in this Deed of Trust; (b) all Indebtedness secured hereby; and (c) the remainder, if any, to the person or persons legally entitled thereto.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this Deed of Trust.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of Ada County, State of Idaho. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Grantor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

DEED OF TRUST
(Continued)

Loan No: 2015302774

Page 5

NOTICES. Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Idaho without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Idaho.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Ada County, State of Idaho.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise demanding strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waive Jury. All parties to this Deed of Trust hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Idaho as to all indebtedness secured by this Deed of Trust.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means D. L. Evans Bank, and its successors and assigns.

Borrower. The word "Borrower" means Thomas M. Ricks and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Default. The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Grantor. The word "Grantor" means Thomas M. Ricks.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

Lender. The word "Lender" means D. L. Evans Bank, its successors and assigns.

DEED OF TRUST
(Continued)

Loan No: 2015302774

Page 6

Note. The word "Note" means the promissory note dated June 7, 2007, in the original principal amount of \$1,000,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of this Deed of Trust is September 5, 2007. NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

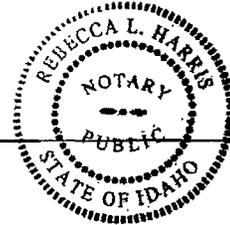
Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means Titleone Corporation, whose address is 1101 West River Street, Boise, ID 83702 and any substitute or successor trustees.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

Thomas M. Ricks
Thomas M. Ricks



INDIVIDUAL ACKNOWLEDGMENT

STATE OF Idaho)
) SS
COUNTY OF Ada)

On this 7th day of June, in the year 2007, before me Rebecca L. Harris, a notary public in and for the State of Idaho, personally appeared Thomas M. Ricks, a single man, known or identified to me (or proved to me on the oath of Rebecca L. Harris), to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same.
Rebecca L. Harris Residing at 20 Wendover, Id.
Notary Public for Idaho
My commission expires 2/14/2008

REQUEST FOR FULL RECONVEYANCE

(To be used only when obligations have been paid in full)

To: _____, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are hereby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust (which is delivered to you together with this Deed of Trust), and to reconvey, without warranty, to the parties designated by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please mail the reconveyance and Related Documents to:

Date: _____

Beneficiary: _____

By: _____

Its: _____

EXHIBIT 6

35A

3

ADA COUNTY RECORDER J. DAVID NAVARRO AMOUNT 9.00 3
BOISE IDAHO 09/19/07 04:23 PM
DEPUTY Bonnie Oberbillig
RECORDED-REQUEST OF
Title One
107131234

RECORDATION REQUESTED BY:
D. L. Evans Bank
Boise West State Branch
3845 West State St.
Boise, ID 83703

WHEN RECORDED MAIL TO:
D. L. Evans Bank
Boise West State Branch
3845 West State St.
Boise, ID 83703

SEND TAX NOTICES TO:
Thomas M. Ricks
1560 North Park Lane
Eagle, ID 83616

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated September 17, 2007, is made and executed between Thomas M. Ricks; an unmarried man ("Grantor") and D. L. Evans Bank, whose address is Boise West State Branch, 3845 West State St., Boise, ID 83703 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated June 7, 2007 (the "Deed of Trust") which has been recorded in Ada County, State of Idaho, as follows:

recorded June 8, 2007, as instrument # 107082317.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in Ada County, State of Idaho:

See Exhibit A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as N Meridian Road/ 3660 W. Flint Drive, Meridian/ Eagle, ID 83616.

MODIFICATION. Lender and Grantor, hereby modify the Deed of Trust as follows:

Note # 2016302774 dated June 7, 2007 is being replaced with new note # 2015302828 dated September 17, 2007 in the principal amount of ~~ONE MILLION FIVE THOUSAND FIVE HUNDRED FORTY DOLLARS AND NO/100ths (\$1,005,540.00)~~ bearing interest at the rate of 8.75% (Wall Street Journal Prime plus .50%) due on August 5, 2008.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED SEPTEMBER 17, 2007.

GRANTOR:

X Thomas M. Ricks
Thomas M. Ricks

LENDER:

D. L. EVANS BANK

X [Signature]
Authorized Officer

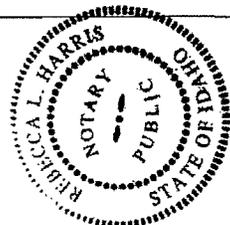
INDIVIDUAL ACKNOWLEDGMENT

STATE OF Idaho)
) SS
COUNTY OF Ada)

On this 18th day of September, in the year 20 07, before me Rebecca L. Harris, a notary public in and for the State of Idaho, personally appeared Thomas M. Ricks, an unmarried man, known or identified to me (or proved to me on the oath of [Signature]), to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same.

Rebecca L. Harris Notary Public for Idaho Residing at [Signature]

My commission expires 2-14-2008



MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 2015302828

Page 2

LENDER ACKNOWLEDGMENT

STATE OF Idaho)
)
COUNTY OF Blaine) SS
)

On this 14th day of September, in the year 2007, before me REBECCA L. HARRIS, a notary public in and for the State of Idaho, personally appeared Steve M. Donahue known or identified to me (or proved to me on the oath of Steve M. Donahue) to be Steve M. Donahue, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute said instrument and that the seal affixed is the corporate seal of said Lender.

Rebecca L. Harris Residing at Bozeman, Id.
Notary Public for Idaho
My commission expires 2-14-2008

LSBR PRO Lending, Ver. 5.37.00.003 Copy: Notated Personal Bankbook, Inc. 1997, 2007 All Rights Reserved. - ID 11070410302828

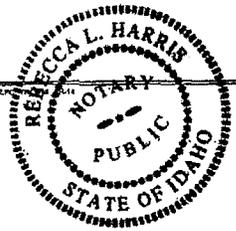


EXHIBIT "A"

PARCEL I

A parcel of land located in the Southeast quarter of the Northeast quarter of Section 12 (formerly described as South 3/4 of the Southeast quarter of the Northeast quarter of Section 12), Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the section corner common to Sections 1 and 12 of said Township 4 North, Range 1 West and Sections 6 and 7 of Township 4 North, Range 1 East, Boise Meridian; thence South 00°28'31" West, 1321.04 feet on the section line common to said Sections 12 and 7 to the North 1/16th section corner common to said Sections 12 and 7; thence continuing South 00°28'31" West, 330.21 feet on the section line common to said Sections 12 and 7 to the Northeast corner of the South 3/4 of the Southeast quarter of the Northeast quarter of said Section 12, said point being the Real Point of Beginning; thence continuing South 00°28'31" West, 990.64 feet on the section line common to said Sections 12 and 7 to the quarter section corner common to said Sections 12 and 7; thence North 89°20'22" West, 1322.35 feet on the East-West mid-section line of said Section 12 to the center East 1/16th section corner of said Section 12; thence North 00°30'18" East, 990.32 feet on the North-South 1/16th section line of the Northeast quarter of said Section 12 to the Northwest corner of the South 3/4 of the Southeast quarter of the Northeast quarter of said Section 12 (from which point the North-East 1/16th section corner of said Section 12 bears North 00°30'18" East, 330.12 feet distant); thence from said Northwest corner and leaving said 1/16th section line South 89°21'12" East, 1321.83 feet on the Northerly boundary line of the South 3/4 of the Southeast quarter of the Northeast quarter of Section 12 to the Real Point of Beginning.

PARCEL II

A portion of Lot 3 in Block 1 of Flint Estates, as shown on the Amended Plat thereof, recorded in Book 45 of Plats, at Pages 3713 and 3714, records of Ada County, Idaho, and situated in the North half of the Southeast quarter of Section 12, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Beginning at the Southwesterly corner of Lot 3; thence along the exterior boundary of said Lot 3, the following courses:
North 00°46'15" East, 549.01 feet; thence
South 89°17'06" East, 520.00 feet; thence
South 00°42'44" West, 233.87 feet; thence leaving said exterior boundary
North 89°17'16" West, 259.61 feet; thence
South 00°42'44" West, 264.21 feet to the Southerly line of said lot; thence along said Southerly line
South 79°40'26" West, 265.87 feet to the Point of Beginning.

Exhibit "A"

Legal Description

EXHIBIT 7

27A

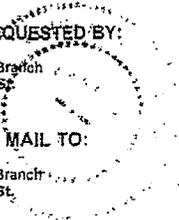
2

ADA COUNTY RECORDER J. DAVID NAVARRO AMOUNT 9.00 3
BOISE IDAHO 10/24/07 PM
DEPUTY Vicki Allen
RECORDED - REQUEST OF
Title One
107145709

RECORDATION REQUESTED BY:
D. L. Evans Bank
Boise West State Branch
3845 West State St.
Boise, ID 83703

WHEN RECORDED MAIL TO:
D. L. Evans Bank
Boise West State Branch
3845 West State St.
Boise, ID 83703

SEND TAX NOTICES TO:
Thomas M. Ricks
1560 North Park Lane
Eagle, ID 83616



SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated October 23, 2007, is made and executed between Thomas M. Ricks; an unmarried man ("Grantor") and D. L. Evans Bank, whose address is Boise West State Branch, 3845 West State St., Boise, ID 83703 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated June 7, 2007 (the "Deed of Trust") which has been recorded in Ada County, State of Idaho, as follows:

Deed of Trust, recorded June 8, 2007 as Instrument No. 107082317 and modified September 17, 2007, recorded September 19, 2007 as Instrument No. 107131234.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in Ada County, State of Idaho:

See Exhibit "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as N. Meridian Road/3660 W. Flint Drive, Meridian/Eagle, ID 83642/8361.

MODIFICATION. Lender and Grantor hereby modify the Deed of Trust as follows:

Promissory Note # 2015302828 is being replaced with new Note # 2015302868 dated October 23, 2007 in the original principal amount of ***One Million Forty One Thousand Two Hundred Seventy Three Dollars and 60/100***(\$1,041,273.60) bearing an interest rate of 8.25% (The Published Wall Street Journal Prime Rate plus .50%) with a ceiling rate of 15.75% and a floor rate of 7.25% and due August 5, 2008.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in Writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

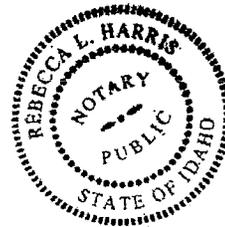
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED OCTOBER 23, 2007.

GRANTOR:

Thomas M. Ricks
Thomas M. Ricks

LENDER:

D. L. EVANS BANK
Steve McDonough
Authorized Officer



INDIVIDUAL ACKNOWLEDGMENT

STATE OF Idaho)
) SS
COUNTY OF Ada)

On this 23rd day of October, in the year 2007, before me Rebecca L. Harris, a notary public in and for the State of Idaho, personally appeared Thomas M. Ricks, an unmarried man, known or identified to me (or proved to me on the oath of Rebecca L. Harris), to be the person whose name is subscribed to the within instrument and he acknowledged to me that he or she executed the same. My commission expires 2-14-2008.
Residing at Meridian, ID

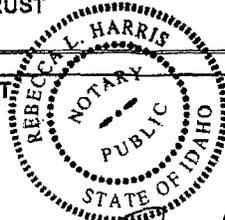
RECORDED
OCT 24 2007

MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 2015302868

Page 2

LENDER ACKNOWLEDGMENT



STATE OF Idaho)
)
COUNTY OF Ada) SS
)

On this 23rd day of October, in the year 2007, before me Rebecca L. Harris, a notary public in and for the State of Idaho, personally appeared Steve Mc Donough, known to me (or proved to me on the oath of A.V.P.) to be A.V.P. authorized agent for the Lender that executed the

within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute said instrument and that the seal affixed is the corporate seal of said Lender.

Rebecca L. Harris Residing at 214-2008
Notary Public for Idaho

EXHIBIT "A"

PARCEL I

A parcel of land located in the Southeast quarter of the Northeast quarter of Section 12 (formerly described as South 3/4 of the Southeast quarter of the Northeast quarter of Section 12), Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the section corner common to Sections 1 and 12 of said Township 4 North, Range 1 West and Sections 6 and 7 of Township 4 North, Range 1 East, Boise Meridian; thence South 00°28'31" West, 1321.04 feet on the section line common to said Sections 12 and 7 to the North 1/16th section corner common to said Sections 12 and 7; thence continuing South 00°28'31" West, 330.21 feet on the section line common to said Sections 12 and 7 to the Northeast corner of the South 3/4 of the Southeast quarter of the Northeast quarter of said Section 12, said point being the Real Point of Beginning; thence continuing South 00°28'31" West, 990.64 feet on the section line common to said Sections 12 and 7 to the quarter section corner common to said Sections 12 and 7; thence North 89°20'22" West, 1322.35 feet on the East-West mid-section line of said Section 12 to the center East 1/16th section corner of said Section 12; thence North 00°30'18" East, 990.32 feet on the North-South 1/16th section line of the Northeast quarter of said Section 12 to the Northwest corner of the South 3/4 of the Southeast quarter of the Northeast quarter of said Section 12 (from which point the North-East 1/16th section corner of said Section 12 bears North 00°30'18" East, 330.12 feet distant); thence from said Northwest corner and leaving said 1/16th section line South 89°21'12" East, 1321.83 feet on the Northerly boundary line of the South 3/4 of the Southeast quarter of the Northeast quarter of Section 12 to the Real Point of Beginning.

PARCEL II

A portion of Lot 3 in Block 1 of Flint Estates, as shown on the Amended Plat thereof, recorded in Book 45 of Plats, at Pages 3713 and 3714, records of Ada County, Idaho, and situated in the North half of the Southeast quarter of Section 12, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Beginning at the Southwesterly corner of Lot 3; thence along the exterior boundary of said Lot 3, the following courses:

North 00°46'15" East, 549.01 feet; thence
South 89°17'06" East, 520.00 feet; thence
South 00°42'44" West, 233.87 feet; thence leaving said exterior boundary
North 89°17'16" West, 259.61 feet; thence
South 00°42'44" West, 264.21 feet to the Southerly line of said lot; thence along said Southerly line
South 79°40'26" West, 265.87 feet to the Point of Beginning.

Exhibit "A"

Legal Description

EXHIBIT 8

2A

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 01/29/08 04:26 PM
DEPUTY Patil Thompson
RECORDED--REQUEST OF
Title One

AMOUNT 8.00
108310211

RECORDATION REQUESTED BY:

D. L. Evans Bank
Boise West State Branch
3845 West State St.
Boise, ID 83703

WHEN RECORDED MAIL TO:

D. L. Evans Bank
Boise West State Branch
3845 West State St.
Boise, ID 83703

SEND TAX NOTICES TO:

Thomas M. Ricks
1560 North Park Lane
Eagle, ID 83616

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

AO 767365 DR

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated January 17, 2008, is made and executed between Thomas M. Ricks; an unmarried man ("Grantor") and D. L. Evans Bank, whose address is Boise West State Branch, 3845 West State St., Boise, ID 83703 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated June 7, 2007 (the "Deed of Trust") which has been recorded in Ada County, State of Idaho, as follows:

recorded on 6-8-07 as Instrument No. 107082317, modified on 9-17-07, recorded on 9-19-07 as Instrument No. 107131234, modified on 10-23-07 and recorded on 10-24-07 as Instrument No. 107145709.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in Ada County, State of Idaho:

See Exhibit "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as North Meridian Road/3660 West Flint Drive, Meridian/Eagle, ID 8364283616.

MODIFICATION. Lender and Grantor hereby modify the Deed of Trust as follows:

Note #2016302868 is being replaced with new Note #2015302921 in the principal amount of **ONE MILLION ONE HUNDRED EIGHTY-FIVE THOUSAND DOLLARS AND NO/100** (\$1,185,000.00), bearing interest at the rate of 9.250% (The Published Wall Street Journal Prime Rate plus 2.000% with a floor rate of 7.000% and a ceiling rate of 15.500%) and due on January 5, 2009.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

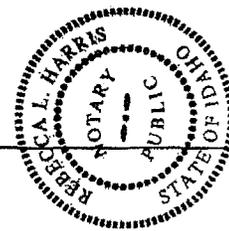
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED JANUARY 17, 2008.

GRANTOR:

x Thomas M. Ricks
Thomas M. Ricks

LENDER:

D. L. EVANS BANK
x [Signature]
Authorized Officer



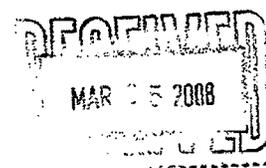
INDIVIDUAL ACKNOWLEDGMENT

STATE OF Idaho)
COUNTY OF Ada) SS

On this 28th day of January, in the year 2008, before me REBECCA L. HARRIS, a notary public in and for the State of Idaho, personally appeared Thomas M. Ricks, an unmarried man, known or identified to me (or proved to me on the oath of [Signature]), to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same.

Rebecca L. Harris Notary Public for Idaho Residing at [Signature]

My commission expires 2-14-2014

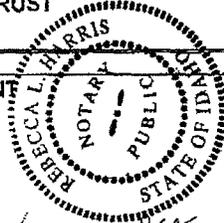


MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 2015302921

Page 2

LENDER ACKNOWLEDGMENT



STATE OF Idaho)
) SS
COUNTY OF Ada)

On this 28th day of January, in the year 2014, before me Rebecca L. Harris
Steve McDonough, a notary public in and for the State of Idaho, personally appeared

Steve McDonough, known or identified to me (or proved to me on the oath of AVT), to be AVT, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said Lender, duly authorized by the Lender through its board of directors or otherwise; for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute said instrument and that the seal affixed is the corporate seal of said Lender.

Rebecca L. Harris Residing at Meridian, ID
Notary Public for Idaho

My commission expires 2-14-2014

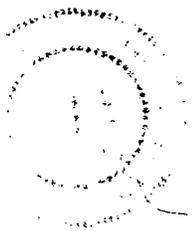


EXHIBIT 9

TitleOne Corporation
868 E. Riverside Drive, Ste 100
Eagle, Idaho 83616
(208) 424-8511
Order No.: 12215597
Ricks / 12205193

TRUSTEE'S DEED

TitleOne Corporation, an Idaho corporation (herein called Trustee) as Trustee under the Deed of Trust hereinafter particularly described, does hereby Bargain, Sell and Convey, without warranty, to D.L. Evans Bank whose address is P.O. Box 1188, Burley, ID 83318, (herein called Grantee), all of the real property situated in the County of Ada County, State of Idaho, described as follows:

See attached exhibit A

This conveyance is made pursuant to the powers conferred upon Trustee by the Deed of Trust between Thomas M Ricks, a single man, as original grantor(s) for the benefit and security of D.L. Evans Bank, as beneficiary, recorded June 8, 2007, as Instrument No. 107082317, Mortgage Records of Ada County, Idaho and after the fulfillment of the conditions specified in said Deed of Trust authorizing this conveyance as follows:

1. Default occurred in the obligations for which said Deed of Trust was given as security and the beneficiary made demand upon the said trustee to sell said property pursuant to the terms of said Deed of Trust. Notice of Default was recorded as Instrument No. 112037709, Mortgage Records of Ada County, Idaho and in the office of the Recorder of each county in which the property described in said deed of trust or any part thereof, is situated, the nature of such default being as set forth in said Notice of Default. Such default still existed at the time of sale.
2. After recordation of said Notice of Default, trustee gave notice of the time and place of the sale of said property by registered/certified mail, return receipt requested, by personal service upon the occupants of said real property and/or by posting in a conspicuous place on said premises and by publishing in a newspaper of general circulation in each of the counties in which the property is situated as more fully appears in affidavits recorded as least 20 days prior to date of sale as Instrument No(s) 112070718, Mortgage Records of Ada County, Idaho.
3. The provisions, recitals and contents of the Notice of Default referred to in paragraph (1) supra and of the Affidavits referred to in paragraph (2) supra shall be and they are hereby incorporated herein and made an integral part hereof for all purposes as though set forth therein at length.
4. All requirements of law regarding the mailing, personal service, posting, publication and recording of Notice of Default, and Notice of Sale and all other notices have been complied with.
5. Not less than 120 days elapsed between the giving of Notice of Sale by registered or certified mail and the sale of said property.
6. Trustee, at the time and place of sale fixed by said notice, at public auction, in one parcel, struck off to Grantee, being the highest bidder therefore, the property herein described, for the sum of \$1,265,000.00, subject however to all prior liens and encumbrances. No person or corporation offered to take any part of said property less than the whole thereof for the amount of principal, interest, advances and costs.

IN WITNESS WHEREOF, The Trustee, pursuant to a resolution of its Board of Directors has caused its Corporation name to be hereunto subscribed

Dated: 01/22/2013

TITLEONE CORPORATION, Trustee


By: Amy Wilcoxson
Its: Assistant Secretary

State of Idaho
County of Ada

On this 22nd day of January in the year 2013, before me, the undersigned, a notary public in and for said state personally appeared, Amy Wilcoxson, known to me to be the Assistant Secretary of the corporation that executed this instrument and the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation 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 above written

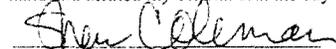

Notary Public
Residing at: _____
My commission expires on: _____
RESIDING: NAMPA, ID
COMMISSION EXPIRES: 6.11.2015



Exhibit A

PARCEL I

A parcel of land located in the Southeast quarter of the Northeast quarter of Section 12 (formerly described as South 3/4 of the Southeast quarter of the Northeast quarter of Section 12), Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the section corner common to Sections 1 and 12 of said Township 4 North, Range 1 West and Sections 6 and 7 of Township 4 North, Range 1 East, Boise Meridian; thence South 00°28'31" West, 1321.04 feet on the section line common to said Sections 12 and 7 to the North 1/16th section corner common to said Sections 12 and 7; thence continuing South 00°28'31" West, 330.21 feet on the section line common to said Sections 12 and 7 to the Northeast corner of the South 3/4 of the Southeast quarter of the Northeast quarter of said Section 12, said point being the Real Point of Beginning; thence continuing South 00°28'31" West, 990.64 feet on the section line common to said Sections 12 and 7 to the quarter section corner common to said Sections 12 and 7; thence North 89°20'22" West, 1322.35 feet on the East-West mid-section line of said Section 12 to the center East 1/16th section corner of said Section 12; thence North 00°30'18" East, 990.32 feet on the North-South 1/16th section line of the Northeast quarter of said Section 12 to the Northwest corner of the South 3/4 of the Southeast quarter of the Northeast quarter of said Section 12 (from which point the North-East 1/16th section corner of said Section 12 bears North 00°30'18" East, 330.12 feet distant); thence from said Northwest corner and leaving said 1/16th section line South 89°21'12" East, 1321.83 feet on the Northerly boundary line of the South 3/4 of the Southeast quarter of the Northeast quarter of Section 12 to the Real Point of Beginning.

PARCEL II

A portion of Lot 3 in Block 1 of Flint Estates, as shown on the Amended Plat thereof, recorded in Book 45 of Plats, at Pages 3713 and 3714, records of Ada County, Idaho, and situated in the North half of the Southeast quarter of Section 12, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Beginning at the Southwesterly corner of Lot 3; thence along the exterior boundary of said Lot 3, the following courses:
North 00°46'15" East, 549.01 feet; thence
South 89°17'06" East, 520.00 feet; thence
South 00°42'44" West, 233.87 feet; thence leaving said exterior boundary
North 89°17'16" West, 259.61 feet; thence
South 00°42'44" West, 264.21 feet to the Southerly line of said lot; thence along said Southerly line
South 79°40'26" West, 265.87 feet to the Point of Beginning.

EXHIBIT 10

TitleOne Corporation
868 E. Riverside Drive, Ste 100
Eagle, Idaho 83616
(208) 424-8511
Order No.: 12215597
Ricks / 12205193

CORRECTION TRUSTEE'S DEED

*This deed is being recorded to replace the Trustee's Deed recorded on January 22, 2013, as Instrument No. 113008017.

TitleOne Corporation, an Idaho corporation (herein called Trustee) as Trustee under the Deed of Trust hereinafter particularly described, does hereby Bargain, Sell and Convey, without warranty, to D.L. Evans Bank whose address is P.O. Box 1188, Burley, ID 83318, (herein called Grantee), all of the real property situated in the County of Ada County, State of Idaho, described as follows:

See attached exhibit A

By reason of the automatic stay provisions of U.S. Bankruptcy Code 11 U.S.C. 362, the sale was discontinued, and pursuant to provisions of Idaho Code 45-1506(A) the sale was rescheduled and conducted following expiration or termination of the effect of the stay in the manner provided by that section. The Affidavit of Compliance with I.C. 45-1506A(2)(3), together with copies of the required Affidavits which are attached hereto and incorporated herein.

This conveyance is made pursuant to the powers conferred upon Trustee by the Deed of Trust between Thomas M Ricks, a single man, as original grantor(s) for the benefit and security of D.L. Evans Bank, as beneficiary, recorded June 8, 2007, as Instrument No. 107082317, Mortgage Records of Ada County, Idaho and after the fulfillment of the conditions specified in said Deed of Trust authorizing this conveyance as follows:

1. Default occurred in the obligations for which said Deed of Trust was given as security and the beneficiary made demand upon the said trustee to sell said property pursuant to the terms of said Deed of Trust. Notice of Default was recorded as Instrument No. 112037709, Mortgage Records of Ada County, Idaho and in the office of the Recorder of each county in which the property described in said deed of trust or any part thereof, is situated, the nature of such default being as set forth in said Notice of Default. Such default still existed at the time of sale.
2. After recordation of said Notice of Default, trustee gave notice of the time and place of the sale of said property by registered/certified mail, return receipt requested, by personal service upon the occupants of said real property and/or by posting in a conspicuous place on said premises and by publishing in a newspaper of general circulation in each of the counties in which the property is situated as more fully appears in affidavits recorded as least 20 days prior to date of sale as Instrument No(s) 112070718, Mortgage Records of Ada County, Idaho.
3. The provisions, recitals and contents of the Notice of Default referred to in paragraph (1) supra and of the Affidavits referred to in paragraph (2) supra shall be and they are hereby incorporated herein and made an integral part hereof for all purposes as though set forth therein at length.
4. All requirements of law regarding the mailing, personal service, posting, publication and recording of Notice of Default, and Notice of Sale and all other notices have been complied with.
5. Not less than 120 days elapsed between the giving of Notice of Sale by registered or certified mail and the sale of said property.
6. Trustee, at the time and place of sale fixed by said notice, at public auction, in one parcel, struck off to Grantee, being the highest bidder therefore, the property herein described, for the sum of \$1,265,000.00, subject however to all prior liens and encumbrances. No person or corporation offered to take any part of said property less than the whole thereof for the amount of principal, interest, advances and costs.

IN WITNESS WHEREOF, The Trustee, pursuant to a resolution of its Board of Directors has caused its Corporation name to be hereunto subscribed.

Dated 01/24/2013

TITLEONE CORPORATION, Trustee


By: Amy Wilcoxson
Its: Assistant Secretary

State of Idaho
County of Ada

On this 24th day of January in the year 2013, before me, the undersigned, a notary public in and for said state personally appeared, Amy Wilcoxson, known to me to be the Assistant Secretary of the corporation that executed this instrument and the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation 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 above written.

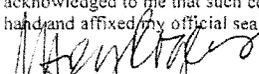

Notary Public
Residing at: Eagle, Id.
My commission expires on: 5/23/17



Exhibit A

PARCEL I

A parcel of land located in the Southeast quarter of the Northeast quarter of Section 12 (formerly described as South 3/4 of the Southeast quarter of the Northeast quarter of Section 12), Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the section corner common to Sections 1 and 12 of said Township 4 North, Range 1 West and Sections 6 and 7 of Township 4 North, Range 1 East, Boise Meridian; thence South 00°28'31" West, 1321.04 feet on the section line common to said Sections 12 and 7 to the North 1/16th section corner common to said Sections 12 and 7; thence continuing South 00°28'31" West, 330.21 feet on the section line common to said Sections 12 and 7 to the Northeast corner of the South 3/4 of the Southeast quarter of the Northeast quarter of said Section 12, said point being the Real Point of Beginning; thence continuing South 00°28'31" West, 990.64 feet on the section line common to said Sections 12 and 7 to the quarter section corner common to said Sections 12 and 7; thence North 89°20'22" West, 1322.35 feet on the East-West mid-section line of said Section 12 to the center East 1/16th section corner of said Section 12, thence North 00°30'18" East, 990.32 feet on the North-South 1/16th section line of the Northeast quarter of said Section 12 to the Northwest corner of the South 3/4 of the Southeast quarter of the Northeast quarter of said Section 12 (from which point the North-East 1/16th section corner of said Section 12 bears North 00°30'18" East, 330.12 feet distant); thence from said Northwest corner and leaving said 1/16th section line South 89°21'12" East, 1321.83 feet on the Northerly boundary line of the South 3/4 of the Southeast quarter of the Northeast quarter of Section 12 to the Real Point of Beginning.

PARCEL II

A portion of Lot 3 in Block 1 of Flint Estates, as shown on the Amended Plat thereof, recorded in Book 45 of Plats, at Pages 3713 and 3714, records of Ada County, Idaho, and situated in the North half of the Southeast quarter of Section 12, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Beginning at the Southwesterly corner of Lot 3; thence along the exterior boundary of said Lot 3, the following courses:
North 00°46'15" East, 549.01 feet; thence
South 89°17'06" East, 520.00 feet; thence
South 00°42'44" West, 233.87 feet; thence leaving said exterior boundary
North 89°17'16" West, 259.61 feet; thence
South 00°42'44" West, 264.21 feet to the Southerly line of said lot; thence along said Southerly line
South 79°40'26" West, 265.87 feet to the Point of Beginning.

TitleOne Corporation
868 E. Riverside Drive, Ste 100
Eagle, Idaho 83616
(208) 424-8511
Order No.: 12215597
Ricks / 12205193

AFFIDAVIT OF COMPLIANCE

I, Amy Wilcoxson, the undersigned, being first duly sworn, deposes and says that I am a citizen of the United States, over eighteen (18) years of age, a resident of Ada County, State of Idaho, that I am an officer of TitleOne Corporation, our business address is 868 E. Riverside Drive, Suite 100, Eagle, Idaho 83616, and that we are Trustee.

That by reason of the expiration or termination of the effect of the automatic stay provisions of the U.S. Bankruptcy Code 11 U.S.C. 362 and by that reason of Idaho Code 45-1506(A) Rescheduled Sale, the Trustee rescheduled the sale for the 22nd day of January, 2013.

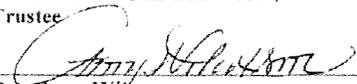
That Notice of the Rescheduled Sale was given at least thirty (30) days before the day of the rescheduled sale by registered or certified mail to the last known address of all persons who were entitled to notice by mail of the original sale and to any person who shall have recorded a request for notice of sale at least forty-five (45) days prior to the rescheduled sale date in the form and manner required by section 45-1511, Idaho Code.

That Notice of the Rescheduled Sale was published in the newspaper of original publication once a week for three (3) successive weeks, making three (3) publications in all, with the last publication at least ten (10) days prior to the day of sale.

That the Trustee makes this Affidavit, stating compliance with sub-section (2) and (3) of Section 45-1506A, Idaho Code, as more further required in sub-section (4) of said Section.

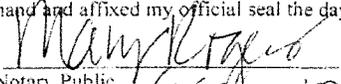
Dated: 01/24/2013

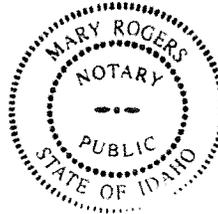
TITLEONE CORPORATION,
Trustee


By: Amy Wilcoxson
Its: Assistant Secretary

State of Idaho
County of Ada

On this 24th day of January in the year 2013, before me, the undersigned, a notary public in and for said state personally appeared, Amy Wilcoxson, known to me to be the Assistant Secretary of the corporation that executed this instrument and the person who executed the instrument on behalf of said corporation as trustee, and acknowledged to me that such corporation 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 above written.


Notary Public
Residing at: Eagle ID.
My commission expires on: 5/22/17



The Idaho Business Review, LLC
855 W. Broad St. Suite 103
Boise, ID 83702
208-336-3768
www.idahobusinessreview.com

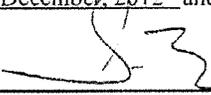
Amy Wilcoxson
TitleOne
868 E Riverside Dr
Ste 100
Eagle, ID 83616-6019

Total Lines: 158 Cost of Lines: \$.89 / \$.78 Total: \$387.10

PROOF OF PUBLICATION

State of Idaho
County of Ada

Sean Evans, being first duly sworn, deposes and says: That your affiant is over the age of eighteen (18) years, and the **Publisher** of the Idaho Business Review, a weekly newspaper, published in Boise, Ada County, State of Idaho and having a general circulation in said county, and which said newspaper has been continuously and uninterruptedly published in said county during a period of 78 consecutive weeks prior to the first publication of the notice, a copy of which is attached hereto. That said notice was published in said newspaper once each week for 3 consecutive weeks, the first publication being on the 28 day of December, 2012 and the last being on the 11 day of January, 2013



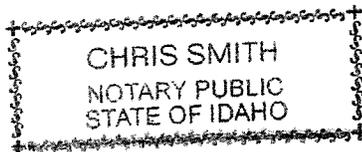
Publisher

State of Idaho)

) ss.

County of Ada)

On this 23 of January 2013 before me, a Notary Public in and for the State of Idaho, personally appeared before Sean Evans, known to me to be the **Publisher** of the **Idaho Business Review**, and the person whose name is subscribed to the affidavit set forth herein, and being first duly sworn, declared that the statements contained therein are true and acknowledged to me that he executed the same.





NOTARY SIGNATURE

Chris Smith
Residing at Boise, Idaho
My Commission Expires
03/25/2017

**RESCHEDULED NOTICE OF
TRUSTEE'S SALE**

On January 22, 2013, at the hour of 11:00 a.m. of this day (recognized local time), in the office of TitleOne, 868 E Riverside Drive, Suite 100, Eagle, Idaho 83616, in the County of Ada County, State of Idaho, TitleOne Corporation, an Idaho corporation, as Trustee, will sell at public auction to the highest bidder, for cash or cashier's check (cash equivalent), in lawful money of the United States, all payable at the time of sale in compliance with Section 45-1506(9) Idaho Code, the following described real property, situated in Ada County, State of Idaho, and described as follows to wit: PARCEL I A parcel of land located in the Southeast quarter of the Northeast quarter of Section 12 (formerly described as South 3/4 of the Southeast quarter of the Northeast quarter of Section 12), Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows: Commencing at the section corner common to Sections 1 and 12 of said Township 4 North, Range 1 West and Sections 6 and 7 of Township 4 North, Range 1 East, Boise Meridian; thence South 0028'31" West, 1321.04 feet on the section line common to said Sections 12 and 7 to the North 1/16th section corner common to said Sections 12 and 7; thence continuing South 0028'31" West, 330.21 feet on the section line common to said Sections 12 and 7 to the Northeast corner of the South 3/4 of the Southeast quarter of the Northeast quarter of said Section 12, said point being the Real Point of Beginning; thence continuing South 0028'31" West, 990.64 feet on the section line common to said Sections 12 and 7 to the quarter section corner common to said Sections 12 and 7; thence North 8920'22" West, 1322.35 feet on the East-West mid-section line of said Section 12 to the center East 1/16th section corner of said Section 12; thence North 0030'18" East, 990.32 feet on the North-South 1/16th section line of the Northeast quarter of said Section 12 to the Northwest corner of the South 3/4 of the Southeast quarter of the Northeast quarter of said Section 12 (from which point the North-East 1/16th section corner of said Section 12 bears North 0030'18" East, 330.12 feet distant); thence from said Northwest corner and leaving said 1/16th section line South 8921'12" East, 1321.83 feet on the Northerly boundary line of the South 3/4 of the Southeast quarter of the Northeast quarter of Section 12 to the Real Point of Beginning. PARCEL II A portion of Lot 3 in Block 1 of Flint Estates, as shown on the Amended Plat thereof, recorded in Book 45 of Plats, at Pages 3713 and 3714, records of Ada County, Idaho, and situated in the North half of the Southeast quarter of Section 12, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as

follows: Beginning at the Southwesterly corner of Lot 3, thence along the exterior boundary of said Lot 3, the following courses: North 0046'15" East, 549.01 feet; thence South 8917'06" East, 520.00 feet; thence South 0042'44" West, 233.87 feet; thence leaving said exterior boundary North 8917'16" West, 259.61 feet; thence South 0042'44" West, 264.21 feet to the Southerly line of said lot; thence along said Southerly line South 7940'26" West, 265.87 feet to the Point of Beginning. By reason of the automatic stay provisions of U.S. Bankruptcy Code 11 U.S.C. 362, the original sale was discontinued, and pursuant to provisions of Idaho Code 45-1506(A) this sale is rescheduled and will be conducted as allowed by the expiration or termination of the effect of the stay in the manner provided by that section. The Trustee has no knowledge of a more particular description of the above referenced real property, but for purposes of compliance with Section 60-113, Idaho Code, the Trustee has been informed that according to the County Assessor's office, the address of 0 West Flint Drive, Eagle, ID 83616 and 0 North Meridian Rd, Eagle, ID 83616, is sometimes associated with said real property. Said sale will be made without covenant or warranty regarding title, possession, or encumbrances to satisfy the obligation secured by and pursuant to the power of sale conferred in the Deed of Trust executed by Thomas M Ricks, as Grantor(s), to TitleOne Corporation, an Idaho corporation, as Trustee, and D.L. Evans Bank, as Beneficiary, recorded June 8, 2007, as Instrument No. 107082317, in the records of Ada County, Idaho. THE ABOVE GRANTORS ARE NAMED TO COMPLY WITH SECTION (45-1506)(4)(A), IDAHO CODE. NO REPRESENTATION IS MADE THAT THEY ARE OR ARE NOT, PRESENTLY RESPONSIBLE FOR THIS OBLIGATION. a) The default for which this sale is to be made is the Failure to pay when due under the Promissory Note which was secured by the Deed of Trust, the entire loan balance immediately due and payable in the amount of , for Principal, due and payable on or before January 5, 2009, as evidenced by a Promissory Note dated January 17, 2008. The total pay off as of April 18, 2012 was \$1,494,187.18. b) Failure to pay past due real property taxes in Ada County for the second half of 2009, all of 2010 and the first half of 2011, and failure to bring said real property taxes current. All amounts are now due, together with unpaid and accruing taxes, assessments, trustee's fees, attorney's fees, costs and advances made to protect the security associated with this foreclosure and that the beneficiary elects to sell or cause the trust property to be sold to satisfy said obligation. Dated: 12/04/2012 Publish Dec 28, 2012, Jan 4, 11, 2013