

**DEED OF TRUST**

THIS DEED OF TRUST, Made this            day of            ,

BETWEEN            herein called GRANTOR,

Whose address is

TITLE SERVICES, LLC., an Idaho Limited Liability company (dba Lawyers Title of Treasure Valley),  
herein called TRUSTEE, and

herein called BENEFICIARY, whose address is

WITNESSETH: That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the County of , State of Idaho, described as follows, either located within an incorporated city or village at the date hereof, or containing not more that twenty acres:

TOGETHER With all water, water rights, ditch and ditch rights, stock or decrees evidencing the same, rights of way, easements, tenements, and appurtenances thereunto belonging, fixtures now or hereafter attached to or used in connection with the premises herein described, including but not limited to carpets, drapes, furnaces, pumps, sprinkler systems, equipment, building, and specifically included those items shown (if attached) in Exhibit B hereto, all of which shall be deemed to be fixtures and a part of the realty and a portion of the security for the indebtedness herein mentioned.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits. All property as defined herein is collectively referred to as the premises.

FOR THE PURPOSE OF SECURING payment of the indebtedness evidenced by a promissory note, loan agreements and other documents, (hereinafter called the note), of even date herewith, executed by the Grantor in the sum of

DOLLARS (\$            ) final payment being due,            ,and to secure payment of all such further sums as may be hereafter loaned or advanced by the Beneficiary, to secure all sums advanced by the Beneficiary to protect the security herein, to secure all extension, renewals and modifications hereof, and to secure all further sums, advances or expenditures together with interest thereof, provided that nothing here shall obligate the Beneficiary to the making of such further loans, advances or expenditures; and provided further that it is the express intention of the parties that it shall stand as continuing security until paid for all such advances together with interest thereon as provided in the note.

SUBJECT TO those certain liens and encumbrances hereafter itemized and no others:

A. TO PROTECT THE SECURITY OF THIS DEED OF TRUST, GRANTOR AGREES:

1. To promptly discharge any lien, or claim thereof, which may gain priority over the deed of trust herein, to promptly pay all taxes, assessments, charges, fines and impositions attributable to the premises, and to promptly pay all leasehold payments and ground rents, if any. To promptly pay and not allow the default of any payment on a superior mortgage, deed of trust, contract or other permitted encumbrance. The

determination of what threatens the security herein shall be in the sole discretion of the Beneficiary. The Grantor upon 10 days notice of such threat shall discharge the same. In addition to the payment provided in the note hereby secured, the Grantor shall at the option of and on the demand of the Beneficiary, pay each month 1/12 of the estimated annual amount of all such taxes, assessments, insurance premiums, maintenance and other charges upon the premises in trust for Grantor's payment of such items when due.

2. To keep said property in good condition and repair; not to remove or demolish any building thereof; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon, and to pay when due all claims for labor or materials in connection therewith; to comply with all laws affecting said property or requirements for alteration or improvements thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; consistent with the use of the premises, to cultivate, fertilize and take all other acts to maintain the premises.

3. To provide, maintain and deliver to Beneficiary flood, fire, hazard and other insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any such insurance may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, including the release of any portion of such proceeds to the Grantor. Such application or release shall not cure or waive any default, or invalidate any act done pursuant to such notice of acceleration, default or sale.

4. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights and powers of the Beneficiary or Trustee; and to pay all costs and expenses, including costs of evidence of title and attorney fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.

5. Not to make any voluntary inter vivos transfer of the premises or any part thereof without first obtaining the consent of the Beneficiary. Any such transfer, if beneficiary shall not consent, shall constitute a default under the terms hereof and the note it secures, and on Beneficiary may cause the same to be foreclosed, and the premises sold, according to law and the provisions hereof.

6. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereto, with interest at the default rate, or the highest lawful rate permitted by law, from the date hereof until paid.

7. Should Grantor fail to make any payment or perform any act herein provided, then Beneficiary or Trust, without obligation to do so and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. The Beneficiary or Trustee is authorized to enter upon the premises for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appear to be prior to or superior hereto; and in exercising any such powers, or in enforcing this Deed of Trust to pay necessary expenses, employ counsel and pay such reasonable fees. The Grantor shall immediately pay upon demand any such amounts expended by Beneficiary or Trustee or both of them as herein provided.

8. To pay immediately and without demand all sums expended by the Beneficiary or Trustee with interest from the date of such expenditure at the default rate provided for in the note, or at the highest legal rate permitted by law.

**B. IT IS MUTUALLY AGREED THAT:**

1. That insofar as this Deed of Trust covers fixtures, the note and this Deed of Trust shall be considered to be a security agreement as provided by the Uniform Commercial Code, and the Beneficiary or Trustee is granted all rights and powers as provided therein for the enforcement of the obligation herein provided. This Deed of Trust shall be considered to be a Financing Statement.

2. Any award of damages in connection with any condemnation proceeding, injury to the premises, or any part thereof, is hereby assigned and shall be paid to the Beneficiary, who may apply such award, compensation and any other payments or relief thereof, and shall be entitled to commence, appear in and prosecute in its own name any action or proceedings, or to make any compromise or settlement, in connection with such taking or damage. All such compensation, awards, damages, rights of action, and proceeds, including the proceeds of any policies of fire, hazard, flood or other insurance affecting the premises, are hereby assigned to Beneficiary, who may, after deducting therefrom all of its expenses, including attorney's fees, apply the same on any indebtedness secured hereby. Grantor agrees to execute such further assignments of any compensation, awards damages and rights of action and proceeds as Beneficiary or Trustee may require.

3. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive the right to require prompt payment, when due of all other sums so secured to declare default for failure to so pay.

4. At any time, or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of the Deed of Trust and the note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may reconvey all or any part of said property; consent to the making of any map or plat, together with any covenants, conditions and restriction in connection therewith; join in, or consent to, the granting of any easement thereon; join in any agreement modifying the terms hereof or subordinating the lien or charge secured hereby.

5. Upon written request of the Beneficiary stating that all sums secured hereby have been paid, or that some or part of the sums secured hereby have been paid and upon surrender of this Deed of Trust, and said note, if payment has been made in full, to the Trustee for cancellation hand upon payment of its fees, Trustee shall reconvey, without warranty, the premises held hereunder to the persons legally entitled thereto.

6. As additional security, Grantor gives to and confers upon the Beneficiary the right, power and authority to collect the rents, issues and profits of said premises, reserving unto the Grantor the right, prior to any default by Grantor in payment of the indebtedness secured hereby, or in the performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Grantor will thereupon immediately transfer and assign to Beneficiary any deposits or fees held for tenants. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the premises, or any part thereof. In the name of the Grantor, Beneficiary, agent, receiver or otherwise to sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including the undertaking of reasonable attorney's fees, insurance and bonds reasonable undertaken to protect the Grantor, Beneficiary, agent, receiver, or any combination of them, and in such order as Beneficiary may determine. The entering upon and taking possession of the premises, the collection of such rents, issues and profits, and the application thereof as aforesaid, shall not cure or waive any notice of acceleration, default or sale hereunder or invalidate any act done pursuant to such notice.

7. Time is of the essence hereof. Upon default in payment of any indebtedness secured hereby, or in performance of any provision hereof, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and election to cause the premises to be sold to satisfy the obligations secured hereby, and shall cause such notice to be recorded in the county where the premises are situated, and to perform each and every act required by law to cause the premises to be sold. Notice of Sale having been given as required by law, Trustee, without demand on Grantor, shall sell the premises at the time and place fixed in said notice of sale, either in whole or in separate parcels and in such order as Trustee may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall apply the proceeds of sale to payment of all sums expended under the terms hereof, not then repaid, with accrued interest at the default rate, or the highest legal rate allowed under Idaho law, all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto. The Trustee is authorized to deliver such remainder to the Clerk of the

court and interplead such funds seeking a court determination of such persons legally entitled thereto and have the attorney's fees and cost for such action be deducted from such proceeds.

8. On the occurrence of any default hereunder, Beneficiary shall have the option to declare all sums secured hereby immediately due and payable and foreclose this Deed of Trust in the manner provided by law for the foreclosure of mortgages, and Beneficiary shall be entitle to recover in such proceedings all costs and expenses incident thereto, including a reasonable attorney's fee in such amount as fixed by the court.

9. Beneficiary may appoint a successor trustee at any time by filing for record in the office of the county recorder where the premises are situated, a substitution of trustee. From the time a substitution is recorded, the new trustee shall succeed to all the powers, duties, authority, and title of the Trustee herein named, or of any successor trustee. Each such substitution shall be executed and acknowledged and notice thereof shall be given and proof made thereof in the manner provided by law.

10. This Deed of Trust applies to, insures to the benefit of and binds all parties hereto named, their heirs, legatees, devisees, personal representatives, successors, and assigns. All obligations of Grantor hereunder are joint and several. The term Beneficiary shall mean the holder and owner of the note secured hereby, including any pledge, of the note secured hereby, and all rights held as a Secured Party as that term is defined by the Uniform Commercial Code. Any reference to singular shall include plural, and plural shall include singular. Any reference to gender shall include male, female, or neuter.

11. The rights of the Beneficiary are cumulative and any finding that any of them are unenforceable or contrary to law will not affect the remainder of such rights.

12. Trustee accepts the duties outlined herein when this Deed of Trust is duly executed, acknowledged and recorded as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust, or of any action in which the Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee.

13. This Deed of Trust shall be construed by the laws of the State of Idaho.

14. The Grantor requests notice of default and notice of sale to be mailed to them at the address shown above.

IN WITNESS WHEREOF, the Grantor hereunder executes this Deed of Trust on the date first written. If Grantor is a partnership, corporation, trustee, or other such entity or individual, by so executing such Grantor warrants that the acts herein were done pursuant to authority held and all other necessary persons consented to such action.

\_\_\_\_\_  
\_\_\_\_\_

STATE OF                    )  
                                          ) ss  
COUNTY OF                )

On this        day of        , in the year of        , before me the undersigned Notary Public in and for said State, personally appeared        known or identified to me (or proved to me on the oath of ....), to be the person whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official

seal the day and year in this certificate first above written.

.....  
Notary Public for  
Residing at:  
My commission expires: