

194355

STATE OF IDAHO
County of Boundary

WHEN RECORDED, PLEASE RETURN TO:

Brett Benson, Esq.
HCR 61 Box 129AB
Bonners Ferry, Idaho 83805

Filed for record of the request of Brett Benson
on the 14 day of Jun 1999 at 11:20 o'clock A.M., and recorded in Book 129
at Inst on page 229 Kris Larson
HCR 61 Box 129AB B7 County Recorder
Fee \$ 12.00
Cash pd.

DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS
[Lots 46, 47, 48, Nixon Moyie River Lots]

THIS DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS (the "Declaration") is dated (for identification purposes only) as of the 14th day of June, 1999, by, Daniel L. Moore, a resident of Boundary County, Idaho (hereafter "Signatory")

RECITALS:

- A. The Signatory has an interest in the "Entire Tract," as hereinafter defined.
- B. Portions of the Entire Tract are owned, encumbered, leased and otherwise dealt with by the Signatory
- C. The Signatory has agreed that the Entire Tract shall be burdened and benefited by certain easements, covenants, restrictions and requirements, and desires to reduce to writing this agreement respecting such matters and to effectuate said agreement by an appropriate instrument.

AGREEMENT:

NOW, THEREFORE, for the foregoing purposes and in consideration of the reciprocal benefits to be derived from the easements, covenants and restrictions set forth herein, the Signatory hereby agrees to all of the following terms and provisions. Signatory, hereby grants such rights and easements, agrees to such covenants and restrictions, and agrees that the interest held by such Signatory with respect to any portion of the Entire Tract shall be subject and subordinate to the arrangement provided for in this Declaration as may be necessary to effectuate all of the terms and provisions set forth herein and to make the arrangement provided for in this Declaration prior and superior to the interest in or rights concerning any portion of the Entire Tract which are held by or vested in the Signatory.

1. Definitions. As used in this Declaration, each of the following terms shall have the indicated meanings:

1.2 "Entire Tract" means the Nixon Moyie River Lots (46, 47, 48) owned by the Signatory (further described in the attached property description).

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1.3 "Parcels" means those certain two (2) parcels of land (Parcels 47, 48) located in the Nixon Moyie River Lots.

2. Easements for Access and Utilities.

2.1 Easement for Access Over Common Roadways. Each of the Parcels shall be burdened by and subject to an easement for electric utilities and an easement for septic use for the enjoyment of Parcel number 46. Such easement may also be used by the Signatory for the benefit any other adjoining real estate which may be purchased by the Signatory.

3. Easement for Utilities. Each of the Parcels shall be burdened by, an easement for the laying, installation, operation, servicing and maintenance of underground utility lines, wires, conduits and related facilities (including, but not limited to, any underground lines, wires, conduits and related facilities for electricity, lighting, natural gas, other fuels or power sources, telephone, sewage, storm drainage and all types of water). Such easement shall not unreasonably interfere with the use and operation of such Parcel, such easement shall not be located within ten (10) feet of any Building erected or to be erected upon such Parcel. Such easement shall be for the benefit of Parcel number 46 and any other adjoining real property purchased by the Signatory.

DATED (for purposes of identification) as of the date first set forth above and executed by the Signatory on the date appearing below.

Daniel Moore

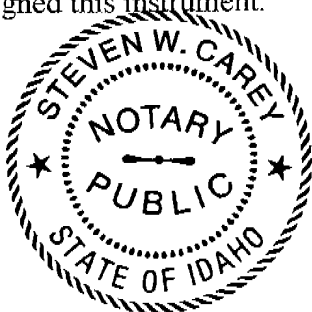
Daniel Moore

STATE OF IDAHO)

: ss.

COUNTY OF BOUNDARY)

On the 4th day of June, 1999, personally appeared before me, Daniel Moore of Boundary County, who being by me duly sworn (or affirmed), did say that they are the individuals who signed this instrument.



Steven W. Carey
NOTARY PUBLIC

STEVEN W. CAREY
NOTARY PUBLIC FOR IDAHO
RESIDING AT: NAPLES, IDAHO
MY COMMISSION EXPIRES ON 6-26-02

DEED OF TRUST

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THIS DEED OF TRUST, Made this 27 day of May, 1998, BETWEEN DANIEL L. MOORE and KAREN A. MOORE, husband and wife, herein called GRANTOR, whose address is 7627 Wildhorse Lane SE, Duvall, BOUNDARY ABSTRACT CO., LTD, an Idaho corporation, herein called TRUSTEE, and WILLIAM DALE RANKIN and CHARLOTTE HENRIETTA RANKIN, husband and wife, herein called BENEFICIARY, 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 Boundary, State of Idaho, described as follows and either located within an incorporated city or containing not more than forty acres:

Lots Forty-six (46), Forty-seven (47) and Forty-eight (48), Nixon's Moyle River Tracts, Boundary County, Idaho, according to the plat thereof on file with the Boundary County, Idaho, Recorder.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given and conferred upon Beneficiary to collect and apply such rents, issues and profits. For the Purpose of Securing payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by Grantor in the sum of Eighteen Thousand Two Hundred Fifty Nine dollars and One cent (\$18,259.01), final payment due June 1, 2004, and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either of them, while record owner of present interest, for any purpose, and of any notes, drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances or expenditures shall be optional with the Beneficiary, and provided, further, that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such advances together with interest thereon.

A. To protect the security of this Deed of Trust, Grantor agrees:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to consent or permit waste thereof; not to consent, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, drain, grade and do all other acts which from the character or use of said property may be reasonably necessary, the specific exceptions herein not excluding the general.
2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.
4. To pay: at least ten days before delinquency all taxes and assessments affecting said property, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereof; all costs, fees and expenses of this Trust. In addition to the payments due in accordance with the terms of the note hereby secured the Grantor shall at the option, and on demand of the Beneficiary, pay each month 1/12 of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, notwithstanding in trust for Grantor's use and benefit and for the payment by Beneficiary of any such items when due. Grantor's failure so to pay shall constitute a default under this trust.
5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure at fifteen per cent per annum or at the rate specified in the Promissory Note, whichever is greater.
6. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon 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, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereof; and, in exercising any such powers, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay his reasonable fees.

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due all other sums so secured or to declare default for failure so to pay.
3. At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said 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 thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

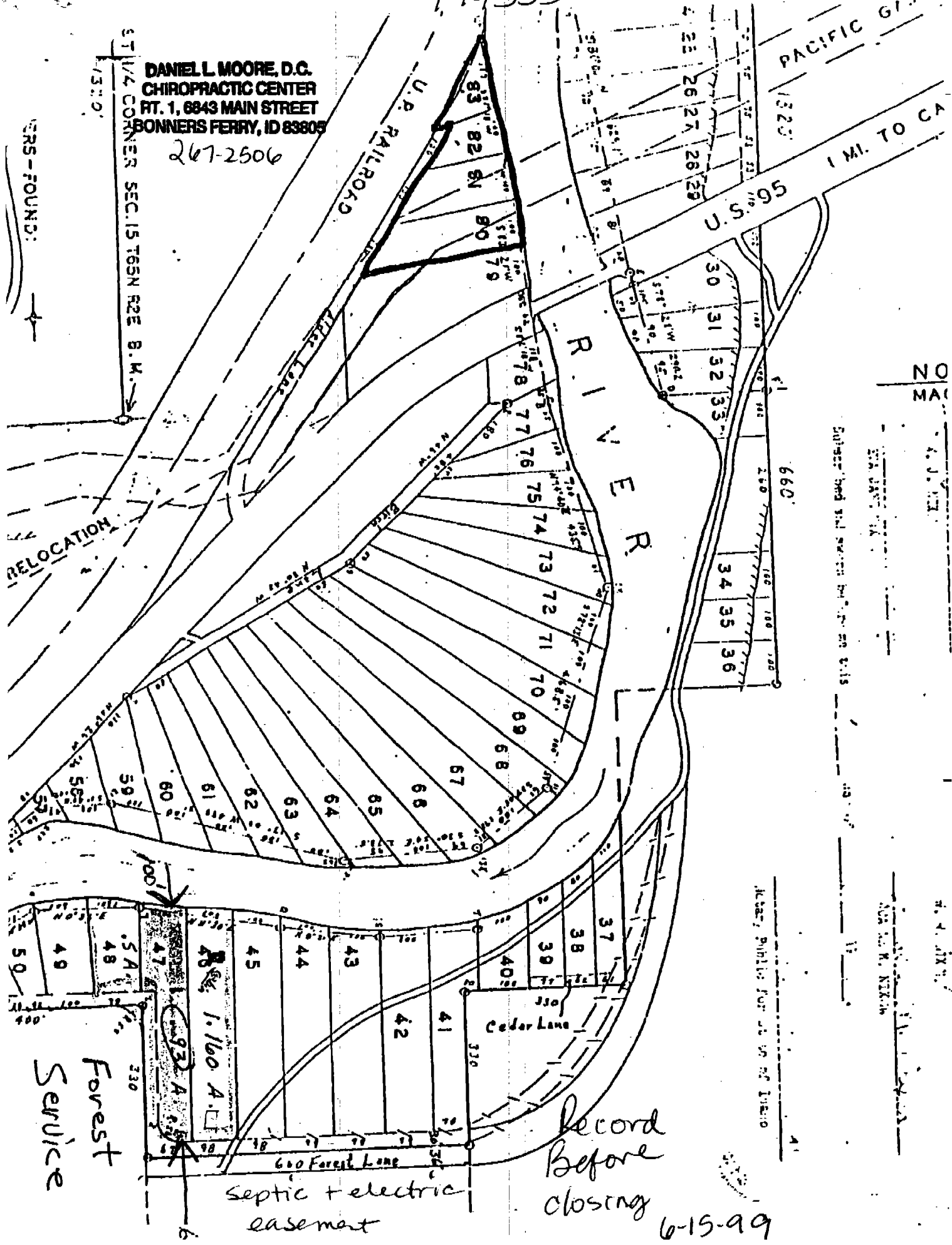
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DANIEL L. MOORE, D.C.
CHIROPRACTIC CENTER
RT. 1, 8943 MAIN STREET
BONNERS FERRY, ID 83805
267-2506

ST 1/4 CORNER SEC. 15 T6SN R2E B.M.

SRS-FOUNDS:

RELOCATION



ONE

4. J. 1991

Subsection and Section 15 T6SN R2E

SEC. 15

4. J. 1991

SEC. 15

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Record
Before
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6-15-99