

Property Profile

For

Staci Hernandez Premier Properties

Address: 2263 Enell Street, Idaho Falls, ID
Legal: Lot 10, Block 6, Alice Dickson #4
Vesting: Freedom Quest Investments LLC

Prepared by: Jonna Young

Date: October 28, 2014

- {X} GEO Information
- {X} Taxes and County Appraisal Information
- {X} Plat
- {X} Aerial
- {X} Vesting Deed
- {X} Deed of Trust
- {X} CCRs
- { } Other Documents:

For: Tax information, contact the Bonneville County Assessors Office at 529-1320

For: Bonneville County Zoning Information, Contact the Bonneville County Zoning Office at 529-1386

For: Idaho Falls Zoning Information, Contact the Idaho Falls Planning and Zoning Office at 529-1270

*This information is provided at no charge by First American Title Company to Realtors only in anticipation of receiving an order on the above mentioned property.



First American Title Company
"Dedicated to Your Success"

*670 S. Woodruff Ave.
Idaho Falls, Idaho 83401*

Phone (208) 522-9195 FAX (208) 529-8965

***THANK YOU FOR CHOOSING
FIRST AMERICAN TITLE CO.***

Bonneville County Parcel Information



Parcel Information

Parcel #: **RPA01230060100**
 Site Address: 2263 Enell St
 Idaho Falls ID 83402
 Owner: Herndon The Family Trust
 Owner Address: 2263 Enell St
 Idaho Falls ID 83402
 Twn/Range/Section: T: 02N R: 37E S: 23 Q: NW
 Parcel Size: .23 Acres (10,200 SqFt)
 Lot Dimensions: Front:85 - Depth:85
 Plat/Subdivision: ALICE DICKSON ESTATES # 4
 Plat Volume/Page: /
 Census Tract/Block: 971302/3014
 Levy Rate: 0.017723172
 Assessment Year: 2014
 Total Land Value: \$28,284
 Total Impr Value: \$138,420
 Total Value: \$166,704
 Tax Exempt Amount: \$74,617



Tax Information

Tax Year	Annual Tax
2013	\$1,364
2012	\$1,417
2011	\$1,386

Legal

LOT 10, BLOCK 6, ALICE DICKSON ESTATES # 4 NW1/4, SEC 23, T 2N, R 37

Land

Land Use: 520 - Resid lots/tracts in city
 Neighborhood: 1170500
 Sewer: Y

Zoning: RP-A - Residence Park Zone < 10k ft2
 School District: Idaho Falls School District
 TCA: 0010006

Improvement

Year Built: 1979 (1979 eff.)	Building Type: 19 OLDER 1 STORY	Bldg Use: 1 - Single family
Stories: 2.00	Bedrooms: 4	Total Rooms: 9
Bathrooms: 3.00	Attic Fin SqFt: 0	Attic Unfin SqFt: 0
Finished SqFt: 2,554	Floor 1 SqFt: 1,344	Floor2 SqFt: 0
Unfinished SqFt: 134	Buildings Ct: 5	Other Bldg Ct: 4
Condition: G	Construction Type: Wood frame w/sheathing	Dwellings Ct: 1
Foundation: Normal for class	Roof Covering: Shake shingles-med	Basement SqFt: 1,210
Exterior Walls: V2 - Vinyl siding	Roof Type: Gable	Garage: Attached 112
Patio SqFt: 0	Carport SqFt: 0	Deck SqFt: 0
A/C: Yes	FirePlace: 1	Heat: Forced hot air-elec

Transfer Information

Rec. Date:	Sale Price:	Doc Num: 1252107	Doc Type:
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Sentry Dynamics, Inc. and its customers make no representations, warranties or conditions, express or implied, as to the accuracy or completeness of information contained in this report.

AUMENTUM Bonneville

PIN: RPA01230060100	TAG: TAG 001-0006	Current owner: HERNDON THE FAMILY TRUST
AIN: R-2	TIF:	Ownership type: Sole Ownership
Status: Active	County: 10-Bonneville	Situs address: 2263 ENELL ST
Geocode:	Case:	Description: LOT 10, BLOCK 6, ALICE DI(...)
Rev. appl: 0000148685	Pmt. plan:	Class: 520 Resid lots/tracts in city
Pay. method:	ACH. date:	Roll type: Real Property

Year/Bill: **2013-140741-A** | ***Tax Notice*** | Print : Bill Detail | Total Due: **10/28/2014**

Bill type: Original Actual	Owner of record:	Total Current	\$0.00
Bill dates: November 01, 2013	HERNDON THE FAMILY TRUST	Delinquent	\$0.00
Amount: \$682.23	2263 ENELL ST	Adv/Surplus	\$0.00
Paid date: Friday, June 13, 2014	IDAHO FALLS ID 83402	Discount	\$0.00
Receipt: B14.544	Communication:	Total Due	\$0.00

Sequence no: **1**
 Paid by: **CORELOGIC TAX SERVICE**

Decal no:	Description: LOT 10, BLOCK 6, ALICE DICKSON ESTATES # 4 NW1/4, SEC 23, T 2N, R 37	Values/Exemptions				
		Land Assessed	28,284 USD			
		Imp Assessed	120,950 USD			
		Total Acres	0.2342 Acres			
Charge Summary		Total Value	149,234 USD			
Gross Tax	Credits	Net Tax	Tax Savings	Total Credits/Savings	Total Exemptions	74,617 USD
1,364.46	0.00	1,364.46	1,322.46	1,322.46	Net Tax Value	74,617 USD
					996 Landfill	1.0000 Count
					HOEX_Exemption	74,617

10/28/2014 10:28 AM

PAR: RPA01230060100 **TAG:** TAG 001-0006
AIN: R-2 **TIF:** **County:** 10-Bonneville
Status: Active **Case:** **Class:** 520 Resid lots/tracts in city
Geocode: **Rev aut:** 0000148685 **Site type:** Real Property
Tax sale: **Current owner:** HERNDON THE FAMILY TRUST
 Ownership type: Sole Ownership
 Site address: 2263 ENELL ST
 Description: LOT 10, BLOCK 6, ALICE DI(...)

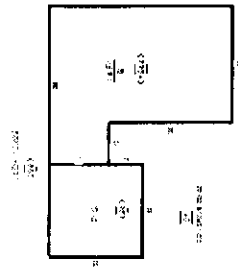
Values
Land Assessed \$28,284.00 **Homeowner Standard Cap**
Imp Assessed \$120,950.00
Total Acres .23 Acres
Total Value \$149,234.00
Total Exemptions \$74,617.00

Dwelling Info

Card	Tot Floors	Tot Rooms	Bedrooms	Bath	TILA	BSMT	Attic	Garage Attached
R01	1.0	8	3	2	1344	1344	None	Yes

Improvements

Type	Year_Built	Cond	Grade	Card	Land Type	Unit	Primary Use
ATTGAR	1979	G	Gd-	R01	City Subdivision Land	10200.00 Sq Ft	
DWELL	1979	G	Gd-	R01	City Subdivision Land	85.00 Frontage	
PAV	1979	AV	Avq	R01	City Subdivision Land	120.00 Death	
WDDK	1979	AV	Avq	R01	City Subdivision Land	120.00 Death	



ALICE DICKSON ESTATES

DIVISION NO. 1

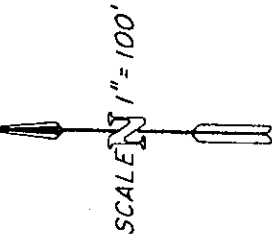
TO THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO
 A PORTION OF THE N.W. 1/4 OF SEC. 23 T. 2 N. R. 37 E. B.M.

ELLSWORTH ENGINEERING, INC.
 IDAHO FALLS, IDAHO

N.W. COR. SEC. 23
 T. 2 N. R. 37 E. B.M.
 1304.13

M. 89° 37' 35" E. 2608.25
 1304.12

N. 1/4 COR. SEC. 23
 T. 2 N. R. 37 E. B.M.
 1005.35



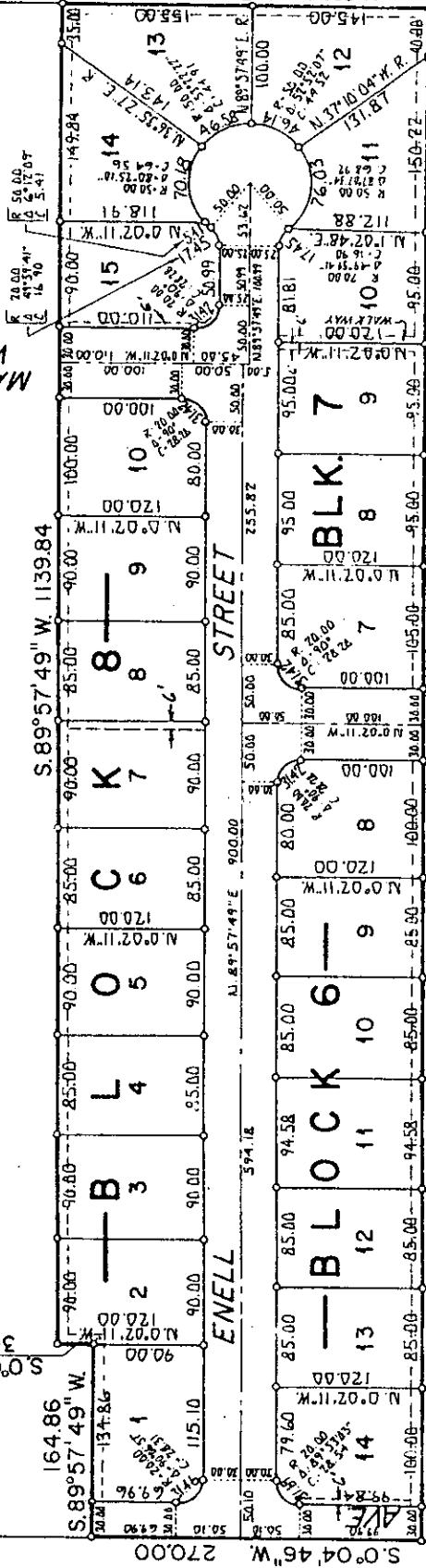
- NOTES:
- o DESIGNATES IRON RODS
 - ALL EASEMENTS 8' UNLESS OTHERWISE NOTED
 - A 10' WIDE EASEMENT IS HEREBY GRANTED ADJACENT TO ALL STREET FRONTAGES UNLESS OTHERWISE NOTED.

MARGETTE WAY

UNPLATTED

UNPLATTED

UNPLATTED



UNPLATTED

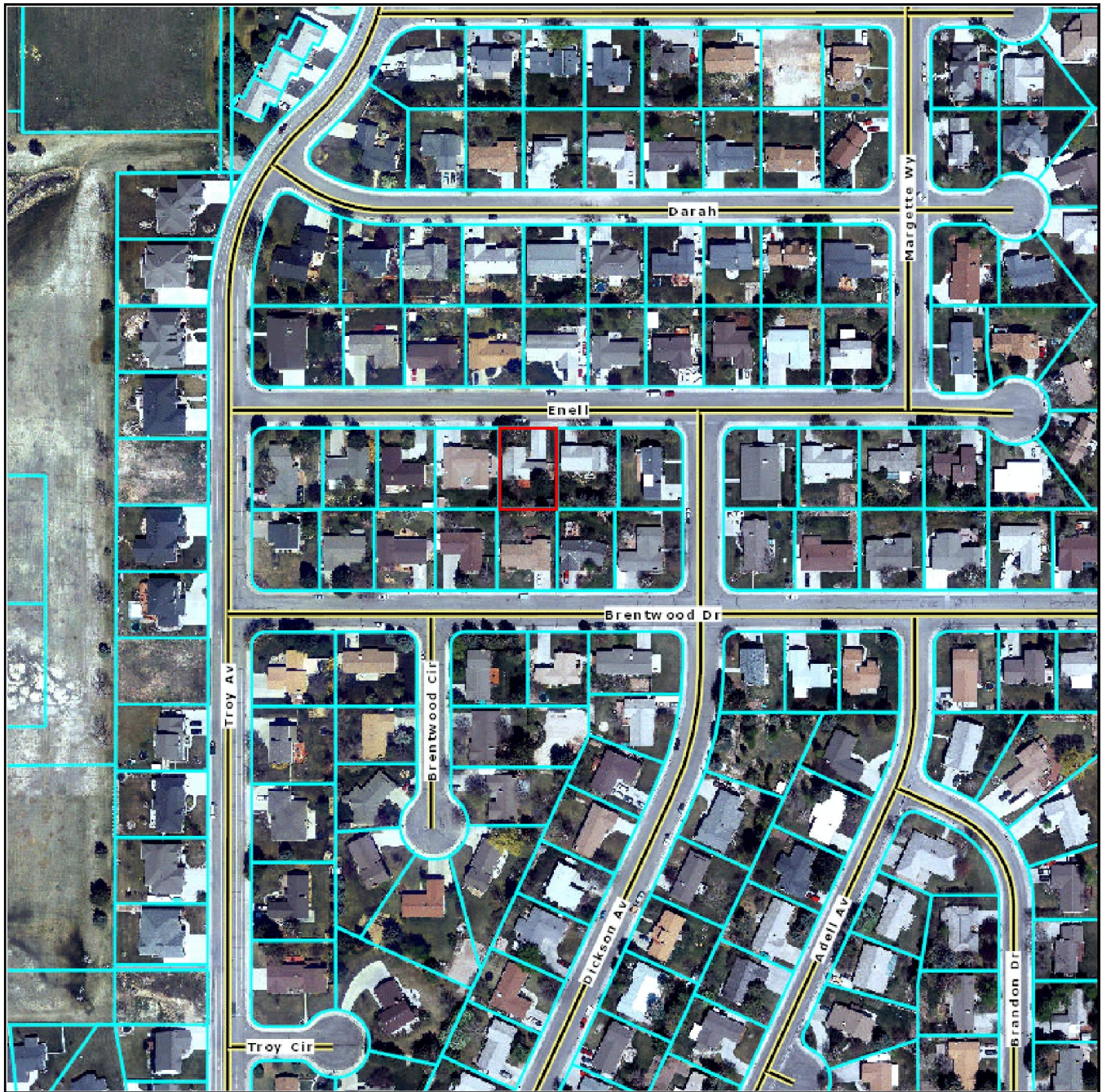
UNPLATTED

UNPLATTED

UNPLATTED

While this is a photographic reproduction of the recorded plat, the Company assumes no liability for variations, if any, with a re-survey.

FIRST AMERICAN TITLE COMPANY



First American

Sentry Dynamics, Inc. and its customers make no representations, warranties or conditions, express or implied, as to the accuracy or completeness of information contained in this report.

geoAdvantage
www.sentrydynamics.net

From:
Mr/Mrs. Harold R. & Evelyn Herndon
RECORDING REQUESTED BY:

Mr/Mrs. Harold R. & Evelyn Herndon
2263 Enell St.
Idaho Falls, ID 83402

WHEN RECORDED, MAIL TO:
Same As Above
MAIL TAX STATEMENTS TO:
Same As Above

BONNEVILLE COUNTY RECORDER
1252107 FEB 1 '07 #110:37

INSTRUMENT NO.	1252107
DATE	2-01-07
INST CODE	200
IMAGED PGS	2
FEE	CASH 600
STATE OF IDAHO	
COUNTY OF BONNEVILLE	
I hereby certify that the within instrument was recorded.	
Renald Longmore, County Recorder	
By	<i>[Signature]</i>
Deputy	
Request of	E. Herndon

SPACE ABOVE FOR RECORDER'S USE

TRUST TRANSFER DEED

Notice: This Conveyance is to a trust not pursuant to a sale and is exempt from tax and the undersigned are the declarants and trustees on the effective date of this instrument.

APN:	Grant Deed	
<p>Harold R. Herndon and Evelyn Herndon, husband and wife, do hereby grant to The Herndon Family Trust, whose Trustees are at the time of recording, Harold R. Herndon and Evelyn Herndon, whose successors and appointees are also named in that instrument Known as the CERTIFIED ABSTRACT OF LIVING TRUST DECLARATION of said trust agreement, identified as EXHIBIT "B", attached hereto and made a part hereof, all that real property situated in the City of Idaho Falls, County of Bonneville, State of Idaho, described as Follows to-wit:</p> <p>Lot 10, Block 6, Alice Dickson Estates, Division No. 4, to the City of Idaho Falls, County of Bonneville, State of Idaho, according to the recorded plat thereof.</p>		
<p>Dated <u>2-1</u>, 2007</p> <p>STATE OF IDAHO COUNTY OF <u>Bonneville</u></p>		<p><i>[Signature]</i> Harold R. Herndon</p> <p><i>[Signature]</i> Evelyn Herndon</p>
<p>On <u>2-1-07</u> before me, Tony Sellers, a notary public, personally appeared Harold R. Herndon and Evelyn Herndon, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument. WITNESS my hand and official seal.</p>		
<p>My commission Expires <u>9-24-2009</u></p>		<p><i>[Signature]</i> NOTARY PUBLIC, State of <u>Idaho</u></p> <div style="border: 2px solid black; padding: 5px; width: fit-content;"> <p>TONY S. SELLERS Notary Public State of Idaho</p> </div>

**Certified Abstract Of Living Trust Declaration, Trustee Certification and Attorney Certification
The HERNDON Family Trust**

Establishment of Trust

HAROLD R. HERNDON and EVELYN L. HERNDON, Trustors (Settlers) and Trustees, have executed a Living Trust Declaration, establishing the HERNDON Family Trust, which trust is not of record in any court.

Beneficiaries

The present beneficiaries under the terms of said Living Trust Declaration are the Trustee.

Trustees

The initial Trustees of this Trust shall be HAROLD R. HERNDON and EVELYN L. HERNDON. Successor Trustees of this Trust are, as of the date of signing the Trust: JOHN DeKOEKOEK AND HAROLD L. L. HERNDON, JR. SHALL SERVE JOINTLY.

Powers of Trustee


The Trustee is vested with and has all the rights, duties, powers and privileges which an absolute owner of property would have. The power and authority of the Trustee with respect to the trust property are listed in full in the HERNDON Family Trust, and include but are not limited to:

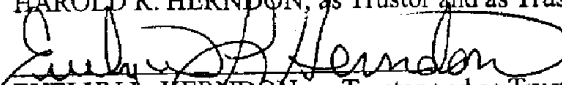
Power to Appoint Agents

The Trustee specifically has the power to appoint agents, including but not limited to a power of attorney.

Federal Identification Number

Treasury Regulations that apply to this Trust specify that while the Trustors are acting as Trustees, the Trustors' Social Security number shall be used for Federal Identification Number purposes. At such time as the Trustors are no longer acting as Trustees or at such time as a portion of the trust becomes irrevocable, a Federal Identification Number will be required. In Witness Whereof, I have signed this Certified Abstract of Living Trust Declaration on JANUARY 5th 2002

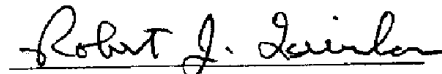

HAROLD R. HERNDON, as Trustor and as Trustee

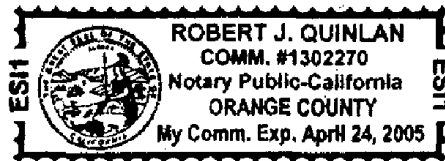

EVELYN L. HERNDON, as Trustor and as Trustee

STATE OF CALIFORNIA ss.
County of LOS ANGELES

On JANUARY 5th 2002, before me, the undersigned personally appeared HAROLD R. HERNDON and EVELYN L. HERNDON, personally known to me (or proved to me on the basis of satisfactory evidence) is the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to be he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.


WITNESS my hand and official seal.





Attorney's Certification

The undersigned, attorney for HAROLD R. HERNDON and EVELYN L. HERNDON, as Trustors and Trustees of the HERNDON Family Trust, hereby certifies that said Trust is a Revocable Trust and that said Trust has been executed. In said attorney's opinion, Treasury Regulations that apply to the Trust do not require a separate employer identification number at that time. Additionally, in said attorney's opinion, the Trust is designed in such a way that a transfer of real property to the trustees does not change equitable ownership, therefore, it comes within the exempt provisions for assessor's re-evaluation purposes.


Raymond V. Patton, Attorney at Law

Instrument # 1349711
IDAHO FALLS, BONNEVILLE, IDAHO
2009-11-19 04:08:42 PM No. of Pages: 12
Recorded for: FIRST AMERICAN TITLE - ID
RONALD LONGMORE Fee: 36.00
Ex-Officio Recorder Deputy RAVERY
Index To: DEED OF TRUST
Electronically Recorded by Simplifile

Return To:

WAREHOUSE INTAKE
700 Kansas Lane - Mail Code:
LA4-2153
Monroe, LA 71203

Prepared By:
Danielle Ward
376 E 400 St
Salt Lake City, UT 84111

[Space Above This Line For Recording Data]

State of Idaho

DEED OF TRUST

FHA Case No.

1212721673703

THIS DEED OF TRUST ("Security Instrument") is made on **November 05, 2009**
The Grantor is **Harold R Herndon and Evelyn L Herndon, Trustees of THE HERNDON FAMILY TRUST**, dated **January 5, 2002**

("Borrower"). The trustee is **Alliance Title and Escrow Corporation**

("Trustee"). The beneficiary is **JPMorgan Chase Bank, N.A.**

which is organized and existing under the laws of the **United States**, and
whose address is **1111 Polaris Parkway, Columbus, OH 43240**

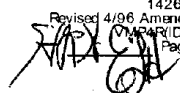
("Lender"). Borrower owes Lender the principal sum of
Ninety One Thousand Five Hundred Seventy Five And Zero/100
Dollars (U.S. **\$91,575.00**).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which
provides for monthly payments, with the full debt, if not paid earlier, due and payable on **December 01, 2039**

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the

FHA Deed of Trust-ID
VMP ©
Wolters Kluwer Financial Services

1212721673703

1426040179
Revised 4/06 Amended 6/06
VMP (ID) (0809)
Page 1 of 9


RTL14260401791123

315194-IF
First American Title Co.
900 Pier View Dr., Suite 110
Idaho Falls, ID 83402

1349711

Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to the Trustee, in trust, with power of sale, the following described property located in **Bonneville** County, Idaho: **Lot 10, Block 6, Alice Dickson Estates, Division No. 4, to the City of Idaho Falls, Bonneville County, Idaho, according to the official plat recorded January 30, 1978 as Recorder's Number 533952.**

Parcel ID Number: **RPA01230060100**
which has the address of **2263 Enell St**
Idaho Falls

[City], Idaho **83402** [Street]
[Zip Code] ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. Monthly Payment of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 *et seq.* and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of

occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) Default. Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

(i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or

(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) Sale Without Credit Approval. Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and

(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) Mortgage Not Insured. Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to

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mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

16. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold, and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by applicable law to Borrower and to other persons prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 *et seq.*) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

19. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

20. Substitute Trustee. Lender may, for any reason or cause, from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

21. Area and Location of Property. Either the Property is not more than forty acres in area or the Property is located within an incorporated city or village.

22. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)].

- | | | |
|---|--|---|
| <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Growing Equity Rider | <input checked="" type="checkbox"/> Other [specify] |
| <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Graduated Payment Rider | Trust Rider |

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

Harold R Herndon

Harold R Herndon trustee (Seal)
Harold R Herndon, Trustee -Borrower

Evelyn L Herndon

Evelyn L Herndon trustee (Seal)
Evelyn L Herndon, Trustee -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

[Handwritten initials]

STATE OF IDAHO, Bonneville

On this 9th day of Nov. 2009
Bertha Stafford.

County ss:

, before me,

, a Notary Public in and for said county and state, personally

appeared

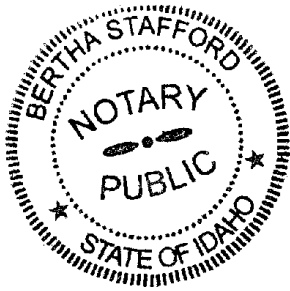
Harold R. Herndon ; Evelyn L. Herndon

known or proved to me to be the person(s) who executed the foregoing 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.

Bertha Stafford
Notary Public residing at: Idaho Falls, ID

My Commission Expires: 1-27-11

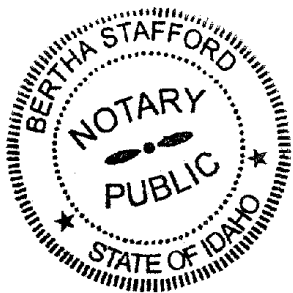


STATE OF Idaho)
SS.
COUNTY OF Bonneville)

On this **Ninth day of November, 2009**, before me, a Notary Public in and for said State, personally appeared **Harold R. Herndon and Evelyn L. Herndon**, known or identified to me to be the person(s) whose name(s) are subscribed to the within instrument as trustees of the **The Herndon Family Trust dated Jan. 5, 2002** Trust, and acknowledged to me that they executed the same as such trustees.

Bertha Stafford

Notary Public of Idaho
Residing at: Idaho Falls, ID
Commission Expires: 1-27-11



INTER VIVOS REVOCABLE TRUST RIDER

DEFINITIONS USED IN THIS RIDER.

(A) "Revocable Trust." The **HERNDON FAMILY TRUST** created under trust instrument dated **January 5, 2002**, for the benefit of

(B) "Revocable Trust Trustee(s)." **HAROLD R. HERNDON AND EVELYN L. HERNDON** trustee(s) of the Revocable Trust.

(C) "Revocable Trust Settlor(s)." **HAROLD R. HERNDON AND EVELYN L. HERNDON** settlor(s) of the Revocable Trust signing below.

(D) "Lender." **JPMorgan Chase Bank, N.A.**

(E) "Security Instrument." The Deed of Trust and any riders thereto of the same date as this Rider given to secure the Note to Lender of the same date and covering the Property (as defined below).

(F) "Property." The property described in the Security Instrument and located at:

2263 Enell St.
Idaho Falls, Id 83402

[Property Address]

THIS INTER VIVOS REVOCABLE TRUST RIDER is made this **5th** day of **November, 2009**, and is incorporated into and shall be deemed to amend and supplement the Security Instrument.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, the Revocable Trust Trustee(s), and the Revocable Trust Settlor(s) and Lender further covenant and agree as follows:

A. ADDITIONAL BORROWER(S)

The term "Borrower" when used in the Security Instrument shall refer to the Revocable Trust Trustee(s), the Revocable Trust Settlor(s), and the Revocable Trust, jointly and severally. Each party signing this Rider below (whether by accepting and agreeing to the terms and covenants contained herein or by acknowledging all of the terms and covenants contained herein and agreeing to be bound thereby, or both) covenants and agrees that, whether or not such party is named as "Borrower" on the first page of the Security Instrument, each covenant and agreement and undertaking of the "Borrower" in the Security Instrument shall be such party's covenant and agreement and undertaking as "Borrower" and shall be enforceable by the Lender as if such party were named as "Borrower" in the Security Instrument.

CALIFORNIA INTER VIVOS REVOCABLE TRUST RIDER, FANNIE MAE



VMP-372R(CA) (0405)

Page 1 of 2

VMP Mortgage Solutions (800)521-2291

5/04
Initials: *SKL JRP*

BY SIGNING BELOW, the Revocable Trust Trustee(s) accepts and agrees to the terms and covenants contained in this Inter Vivos Revocable Trust Rider.

Harold R Herndon
 HAROLD R HERNDON
 as trustee
 Trustee of the
Herndon Family Trust
 under trust instrument dated 1-5-02
 , for the
 benefit of Harold Herndon

 -Borrower

Evelyn D Herndon
 EVELYN D HERNDON
 Trustee
 Trustee of the
Herndon Family Trust
 under trust instrument dated 1-5-02
 , for the
 benefit of Evelyn Herndon

 -Borrower

BY SIGNING BELOW, the undersigned Revocable Trust Settlor(s) acknowledges all of the terms and covenants contained in this Inter Vivos Revocable Trust Rider and agrees to be bound thereby.

Harold R Herndon (Seal)
 - Revocable Trust Settlor

Evelyn D Herndon (Seal)
 - Revocable Trust Settlor

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Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent that such restrictions violate 42 USC 3604(c).

PROTECTIVE COVENANTS FOR ALICE DICKSON ESTATES, DIVISION NO. 4 TO THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO

James Kimbro, Grace W. Kimbro, Charles B. Kelly and Janice Kelly of Idaho Falls, Bonneville County, Idaho are the owners of the following described real property in Bonneville County, Idaho:

Beginning at a point that is N.89°37'46"W. 1027.68 feet from the Northwest corner of Section 23, Township 2 North, Range 37 East of the Boise Meridian; running thence S.0°04'46"W. 270.00 feet; thence N.89°57'49"E. 1304.80 feet; thence N.0°02'52"E. 300.00 feet; thence S89°57'49"W. 1139.84 feet; thence S.0°02'11"E. 30.00 feet; thence S.89°57'49"W. 164.86 feet to the point of beginning; containing 8.87 acres more or less.

In order to protect subsequent lot and home owners in said Alice Dickson Estates, Division No. 4 to the City of Idaho Falls, Bonneville County, Idaho and in order to assure a uniform and desirable use, occupancy and building on said real property, do hereby impress the above described real property with the following covenants and restriction:

The current City of Idaho Falls zoning classification for this property is RP-A. All land use, current and future shall comply with this zoning classification. The construction, modification and/or remodeling of any structure herein shall be in total conformity with all building and zoning ordinances of the City of Idaho Falls in force at the time of said work.

These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them, until the 1st day of December, 2010, at which time said covenants shall be automatically extended for successive periods of ten years, unless by a vote of the majority of the then owners of the lots in said Alice Dickson Estates, Division No. 4 it is agreed to change said covenants and restrictions in whole or part.

No lot shall be used except for residential use and occupancy as a single family dwelling.

No building shall be erected, altered, placed or permitted to remain on any lot other than a detached single family dwelling not to exceed two stories in height, a private garage for not more than two cars except as hereinafter provided, and a small greenhouse and/or lots having a street frontage of 100 feet or more subject to approval of plans and specifications by the architectural control committee.

No prebuilt home of any nature shall be permitted on any lot. No prefabricated home shall be allowed on any lot unless plans and materials are specifically approved in writing by the architectural control committee.



No dwelling shall be permitted on any lot at a cost of less than \$35,000.00 based upon cost levels prevailing on the date these covenants are recorded in Bonneville County, Idaho; it being the intention and purpose of these covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded, at the minimum cost stated above for the minimum permitted dwelling size.

The ground floor area of a single story, one or two bedroom home with or without a basement shall be 1,200 square feet excluding garage and open porches. The ground floor area of a single story three bedroom home, with or without a basement, shall be a minimum of 1,300 square feet excluding garage and open porches; one and a half story, two story and bi-level homes shall have a ground floor area of not less than 1000 square feet, providing, however, that such residence shall contain at least 1,600 square feet exclusive of basement, garage and open porches. For a split level home, the combined area of the top level and next to top level, exclusive of garage and open porches, shall be not less than 1,300 square feet, providing, however, that such residence shall contain at least 1,600 square feet exclusive of basement, garage and open porches.

It is further provided that no home, whatsoever, shall be constructed on any lot without at least a double car garage. A carport will not suffice in lieu of a garage, unless explicitly approved in writing by the architectural control committee.

Building Locations: No dwelling shall be located on any lot nearer than 30 feet to the front lot line; or nearer than 15 feet to any side street lot line; or nearer than 10 feet to any neighboring lot line measured from the foundation line. No residence shall be nearer than 25 feet to the rear lot line. For a two story structure a side yard a 8" shall be required for each foot of height, but not less than 10 feet.

Lot Area and Width: No lot shall be resubdivided to less than 80 feet in width at the building setback line of 30 feet. No lot shall contain less than 9,000 square feet.

Utility Lines and Antenna Structures: all utility lines and pipe laid in said division must be installed underground, and no telephone or electric line shall be installed therein on poles or posts above ground. Antenna of any nature that are exposed to open view are prohibited unless explicitly approved by the architectural control committee.



Easements: Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

Nuisances: No noxious or offensive activity shall be carried out upon any lot, nor shall any construction equipment or building material be stored on lots, except after building permit has been issued by City of Idaho Falls. Nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Temporary Structures: No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

Signs: No sign of any kind shall be displayed to the public view on any lot except one sign of not more than one square foot showing the owner's name and conventional house number sign; or builder's and developer's for sale signs during course of construction or signs offering the property for resale.

Livestock and Poultry: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not bred or maintained for any commercial purpose.

Garbage and Refuse Disposal: No rubbish, garbage or other waste shall be dumped on any vacant lot or upon canal right of way or any other easement or right of way. All garbage or waste shall be maintained in covered containers and disposed of before to becomes offensive or a nuisance.

Plantings: Any plantings on lot must be maintained by lot owners.

Fences: No fence, including a solid board or picket fence or retaining wall shall be erected that does not have an equally pleasing appearance from either side unless permission is obtained in writing from the adjoining lot owners whose property such fence separates. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set back line. No fence shall be erected which will obstruct clear sight lines of an intersection.



Oil and Mining Operations: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

Water Supply: No individual water supply system shall be permitted on any lot.

Sewage Disposal: No individual sewage disposal system shall be permitted on any lot.

The Architectural Control Committee is composed of James Kimbro, Charley Kelly and Grace Kimbro, Janice Kelly, all of Idaho Falls, Idaho. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining shall have full authority to designate a successor at any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw or restore to the committee any of its power and duties.

The committee's approval or disapproval, as required in these covenants shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within thirty days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion, their approval will not be required and the related covenants shall be deemed to have been fully complied with.

Enforcement of these protective covenants shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

Invalidation of any provision of these covenants by judgement or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

/s/ James Kimbro

/s/ Charles Kelly

/s/ Grace Kimbro

/s/ Janice Kelly



State of Idaho)
) SS
County of Bonneville)

On this ____ day of _____, the year of 1977, before me the undersigned a Notary Public, in and for the State of Idaho, personally appeared James Kimbro and Grace W. Kimbro, husband and wife, and Charles B. Kelly and Janice Kelly, husband and wife, known to me to be the persons whose names are subscribed to within the above instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first written.

(Seal)

Notary Public
Residing at Idaho Falls, Idaho
Commission Expires _____

Recorder's Certificate

I hereby certify that the foregoing protective covenants of the Alice Dickson Estates, Division No. 4, Bonneville County, Idaho was filed for recording in the office of the recorder at ____ .m. and recorded in book no. _____ on page _____ .

Bonneville County Recorder

Recorded January 30, 1978
Recorder's No. 533953