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Kootenai County Parcel Information



Property Address: 3825 E English Point Rd

Hayden ID 83835

Owner Information

Name: Kbgy Family Trust

Address: 3825 E English Point Rd

City State ZIP: Hayden ID 83835

Assessor Information

Property ID #: 51N03W087050

 Tax ID #:
 233624

 Section:
 51N03W08

 Instrument:
 1966845

 TCA Code:
 118000

Legal Description: TAX#19144 [IN SE-SW] 0851N03W

Property Class: 534 - Imp res rural tract

Neighborhood Code: 3508 LANCASTER ENGLISH POINT AREA

Acres: 4.89

Taxes: \$4,396,28 - 2024

Assessments

 Description
 Value

 Total Market Value
 \$1,366,246.00

 Assessed Land Value
 \$452,117.00

 Assessed Improvement Value
 \$914,129.00

 Total Assessed Value
 \$1,366,246.00

 Exemption: Homeowner
 \$125,000.00

 Net Taxable Value (2025)
 \$1,241,246.00

Value Details

Dwl	Ext	Type	Category	Value
0	R01	ATTGAR	34H Res imp on 12	\$86,186.00
1	R01	DWELL	34H Res imp on 12	\$819,517.00
0	R01	PAV	34H Res imp on 12	\$5,810.00
0	R01	HOTTUB	34H Res imp on 12	\$2,616.00

Land Information

Land Use / Land Use 534 - Imp res rural tract / 1001 - Single

Standard:Family ResidentialZoning:County-AG - Agriculture

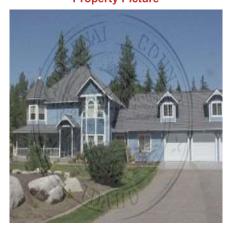
Sewer Available:

Waterfront:

Watershed: 1701030501 - Hayden Lake

Recreation:

Property Picture



Improvement Information

Improvement Type:DWELLYear Built:2001Stories:2

Heat: Forced hot air-gas

Central Air: Yes

Foundation: Formed conc

Construction Type:

Finished Sq. Ft. 4,304 SqFt

Commercial Sq. Ft.

Improvements by Floor

Dwl	Ext	Flr		Bath		LR	DR	GR	Kit	Den	Oth		Area
1	R01	1.0	1	1	1	1	1	0	1	0	0	1,847	1,847
1	R01	2.0	3	2	0	0	0	1	0	0	0	2,457	2,457

General Information

Owner: Kbgy Family Trust
Mailing Address: 3825 E English Point Rd Hayden Id 83835

Property Address: 3825 E English Point Rd **Neighborhood:** 3508 Lancaster English Point Area

District (TCA): 118000

Parcel ID (PIN): 51N03W087050 Alternate ID (AIN): 233624

Property Class: 534- Imp Res Rural Tract

Deeded Acres: 4.8910

Last updated: 9/09/2025 01:54:00 AM

Legal Descriptions

Description	
TAX#19144 [IN SE-SW]	
08 51N 03W	

Net Taxable Value

Tax Year	Value
2025	\$1,241,246.00
2024	\$1,249,327.00
2023	\$1,300,119.00
2022	\$1,355,346.00
2021	\$934,481.00
2020	\$683,867.00

Value History

Year	Reason	Land Value	Improvement Value	Total Value
2025	Assessment Update	\$452,117 <u>.</u> 00	\$914,129.00	\$1,366,246.00
2024	Assessment Update	\$440,796.00	\$933,531.00	\$1,374,327.00
2023	Assessment Update	\$447,552.00	\$977,567.00	\$1,425,119.00
2022	Assessment Update	\$467,552.00	\$1,012,794.00	\$1,480,346.00
2021	Assessment Update	\$278,601 <u>.</u> 00	\$655,880.00	\$934,481.00

	4	4	1	2	3	4	5	•	M	5	•	items per page	1 - 5 of 24 items
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Exemption History

Effective Year	Exemption Type	Percent	Total Value	Exemption Value	Net Taxable Value
2022	Homeowner's Exemption	100	\$1,480,346.00	\$125,000.00	\$1,355,346.00
2023	Homeowner's Exemption	100	\$1,425,119.00	\$125,000.00	\$1,300,119.00
2024	Homeowner's Exemption	100	\$1,374,327.00	\$125,000.00	\$1,249,327.00
2025	Homeowner's Exemption	100	\$1,366,246.00	\$125,000.00	\$1,241,246.00

Land Type	Acres	Total Value
Remaining Land Market Value	3.89	\$72,117
Homesite	1.00	\$380,000

Improvements

Property Record	Improvement ID	Use Code	Description	Year Built	Length (ft.)	Width (ft.)	Area	Area Units
R01	D	DWELL	Dwelling	2001	n/a	n/a	4304	Fin SF
R01	02	HOTTUB	Residential Hot Tub	2010	n/a	n/a	1	IT
R01	01	PAV	Residential Paving	2002	n/a	n/a	3500	SF
R01	G01	ATTGAR	Attached Garage	2001	41.00	30.00	1230	SF

Additional Commercial Info.

Property Record	Use Code	Description	Gross Square Footage
	N	lo additional commercial improvements data present.	

Permits

Filing Date	Sq Ft	Permit Description
9/26/24	0	Addition/Alt/Remodel Permit

Sales History

Document Number	Date	Owner	Grantee	Туре
2995860	3/7/25	Yankowsky Kathryn D	Kbgy Family Trust	Single Parcel Transfer
2787753	10/30/20	Ettinger Sara G	Yankowsky Kathryn D	Single Parcel Transfer
2484388	1/1/15	Henschel Robert D	Ettinger Sara G	Single Parcel Transfer
2138985	1/1/08	Henschel Robert Etux Trustees	Henschel Robert D	Single Parcel Transfer
1835144	10/10/03	Thomas - Anjanette S - Thomas - Robe	Henschel - Robert D & Sandra J H/W	Single Parcel Transfer



Building Detail | Public Access

ASSESSOR \blacktriangleright PROPERTY SEARCH \blacktriangleright DETAIL \blacktriangleright BUILDING DETAIL

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Improvements

Property Record	Improvement ID	Use Code	Description	Year Built	Length	Width	Area	Area Units
R01	D	DWELL	Dwelling	2001	0	0.00	4,304	Fin SF
R01	02	ноттив	Residential Hot Tub	2010	0	0.00	1	IT
R01	01	PAV	Residential Paving	2002	0	0.00	3,500	SF
R01	G01	ATTGAR	Attached Garage	2001	41	30.00	1,230	SF

Dwelling Attributes

Floor	Attribute 🦎	Detail
-	Туре	63 Good 2 Story >=1989
-	Occupancy	Single family
-	Roof Structure	Gable-Hip
-	Roof Cover	Comp sh heavy
-	Heating	Forced hot air-gas
-	A/C	Central air
-	Stories	2.0
-	Bedrooms	4
-	Bathrooms	3
-	Bathrooms (Half)	1

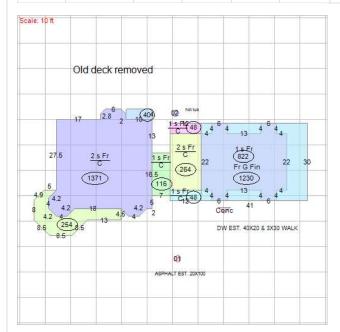
Exterior Features

Code	Description	Area sq. ft.	Construction
BALC-R/		40	
CONCP	Concrete patio	890	
OMP-R		254	

≡ Floor Information

Floor Key	Construction Type Desc	Living Rm	Dining Rm	Great Rm	Kitchen	Den	Bedroom	Full Bath	Half Bath	Other Rms	Base Area	Finish Area
1.0	Wood frame w/sheathing	1	1	0	1	0	1	1	1	0	1847	1847
2.0	Wood frame w/sheathing	0	0	1	0	0	3	2	0	0	2457	2457

Floor Key	Construction Type Desc	Living Rm	Dining Rm	Great Rm	Kitchen	Den	Bedroom	Full Bath	Half Bath	Other Rms	Base Area	Finish Area
		1	1	1	1	0	4	3	1	0	4304	4304















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Taxing District Charges

PIN: 51N03W087050 Owner: KBGY FAMILY TRUST	AIN: 233624 TAG: 118000	Tax Roll: Real Property
For Tax Year: 2024 Net Tax: \$4,396.28	Bill Number: 261710	Tax Bill ID: 4396400

for questions regarding your property value or exemptions, please call the Assessor's Office at 208-446-1500. Contact the applicable taxing district with inquiries about levy rates.

▲ Authority : 1-KOOTENAI CO

Fund	Exemption	Taxable Value	Rate	State Credit	HOE Savings	Net Tax
Airport	\$125,000.00	\$1,249,327.00	0.000000000	\$0.00	\$0.00	\$0.00
County Fair	\$125,000.00	\$1,249,327.00	0.000000000	\$0.00	\$0.00	\$0.00
Current Expense	\$125,000.00	\$1,249,327.00	0.000197086	-\$32.29	\$24.64	\$213.93
District Court	\$125,000.00	\$1,249,327.00	0.000168556	-\$27.62	\$21.07	\$182.96
Health Unit	\$125,000.00	\$1,249,327.00	0.000035021	-\$5.74	\$4.38	\$38.01
Historical Society	\$125,000.00	\$1,249,327.00	0.000000203	-\$0.03	\$0.03	\$0.22
Indigent	\$125,000.00	\$1,249,327.00	0.000000000	\$0.00	\$0.00	\$0.00
Justice Fund	\$125,000.00	\$1,249,327.00	0.000783868	-\$128.44	\$97.98	\$850.87
Liability Insurance	\$125,000.00	\$1,249,327.00	0.000026019	-\$4.26	\$3.25	\$28.25
Noxious Weeds	\$125,000.00	\$1,249,327.00	0.000008815	-\$1.44	\$1.10	\$9.57
Parks & Rec	\$125,000.00	\$1,249,327.00	0.000013279	-\$2.18	\$1.66	\$14.41
Revaluation	\$125,000.00	\$1,249,327.00	0.000089601	-\$14.68	\$11.20	\$97.26
				State Credit	HOE Savings	Net Tax
				-\$216.68	\$165.31	\$1,435.48

▼ Authority : 227-LAKES HIGHWAY #2

State Credit	HOE Savings	Net Tax
-\$46.30	\$35.32	\$306.77

▼ Authority: 230-SCHOOL DIST #271-BOND

State Credit	HOE Savings	Net Tax
\$0.00	\$0.00	\$0.00

▼ Authority: 230-SCHOOL DIST #271-OTHER

State Credit	HOE Savings	Net Tax
\$0.00	\$1.01	\$10.10

▼ Authority : 230-SCHOOL DIST #271-SUPP

State Credit	HOE Savings	Net Tax
\$0.00	\$104.14	\$1,040.85

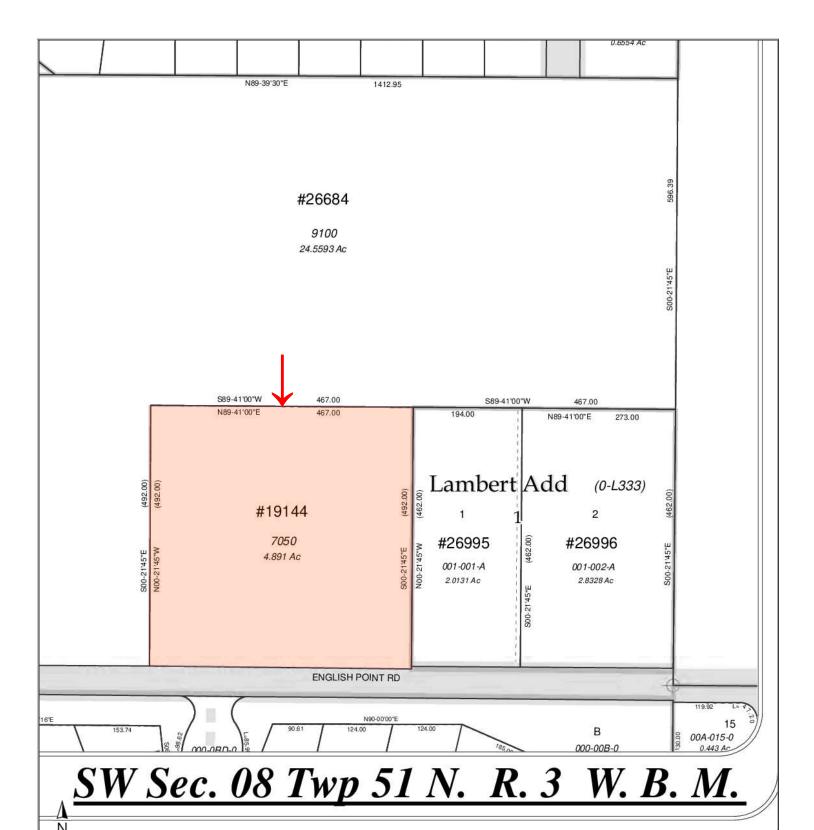
▼ Authority : 254-NORTHERN LAKES FIRE

State Credit	HOE Savings	Net Tax
-\$106.85	\$81.51	\$707.84

▼ Authority: 271-COMM LIBRARY NET J

State Credit	HOE Savings	Net Tax
-\$23.50	\$17.93	\$155.69

			State Cre	edit		HOE Savings		Net Tax		
			\$0.00			\$1.21		\$12.07		
Authority	/ : 283-HA	YDEN S	EWER							
			State Cre	edit		HOE Savings		Net Tax		
			-\$4.13	3		\$3.15		\$27.35		
Authority	/ : 345-HA	AYDEN LI	K WTRSHD IMP State Cre	adit		HOE Savings		Net Tax		
			-\$7.01			\$5.35		\$46.42		
			Ψ1.01	•		ψ0.00		ψ10.1 <u>2</u>		
Authority	/ : 351-N I	ID COLLI				1105.0		N T		
			State Cre			HOE Savings		Net Tax		
			-\$61.2	4		\$46.72		\$405.69		
Authority	; 351-N	ID COLLI	EGE TORT							
			State Cre			HOE Savings		Net Tax		
			-\$1.76	3		\$1.34		\$11.66		
Authority	ı : 354-KC	OOTENAI	-EMS							
			State Cre	edit		HOE Savings		Net Tax		
			-\$12.7	4		\$9.71		\$84.38		
Authority	; 452-S//	A-MICA F	:P							
			State Cre	edit		HOE Savings		Net Tax		
			\$0.00)		\$0.00		\$55.00		
Authority	ı · 457-SC	א חו וע	STF-S/A							
Additionity	7 . 407-00	LIDWA	State Cre	edit		HOE Savings		Net Tax		
			\$0.00			\$0.00		\$88.00		
Authority	i : 482-S/i	A-MICA F	FPA State Cre	edit		HOE Savings		Net Tax		
			\$0.00			\$0.00		\$3.24		
			ψο.οο			Ψοιοσ		40.2 1		
Authority	; 490-S//	A-Aquife	r Prot District					N		
			\$0.00	State Credit		HOE Savings \$0.00		Net Tax \$5.74		
			ψ0.00			φ0.00		\$5.74		
		All Tota	als				State Credit	HOE Savings	Net Tax	

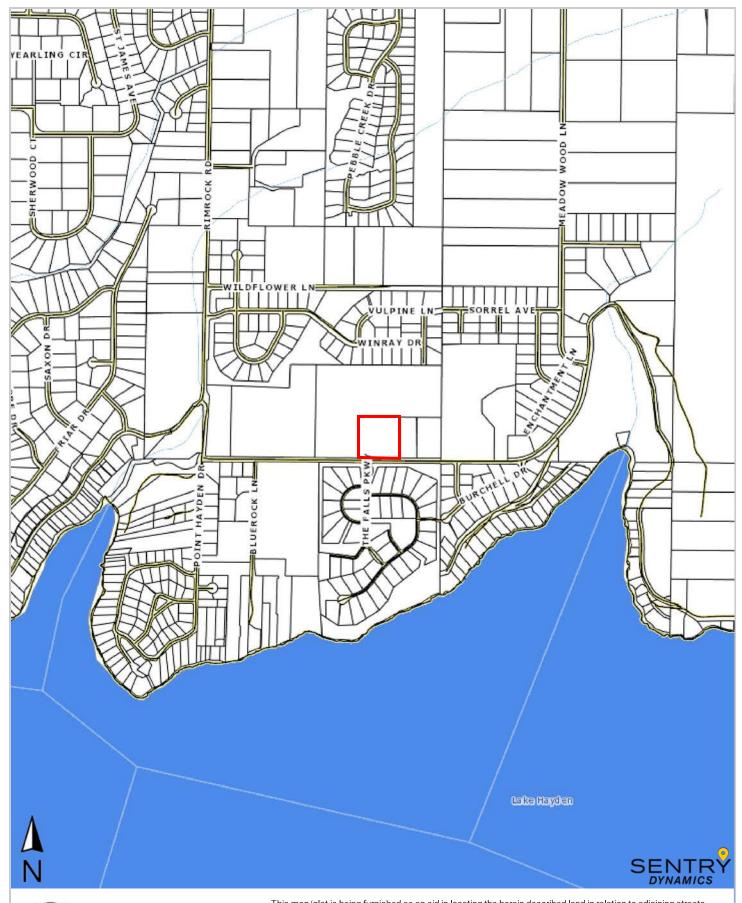




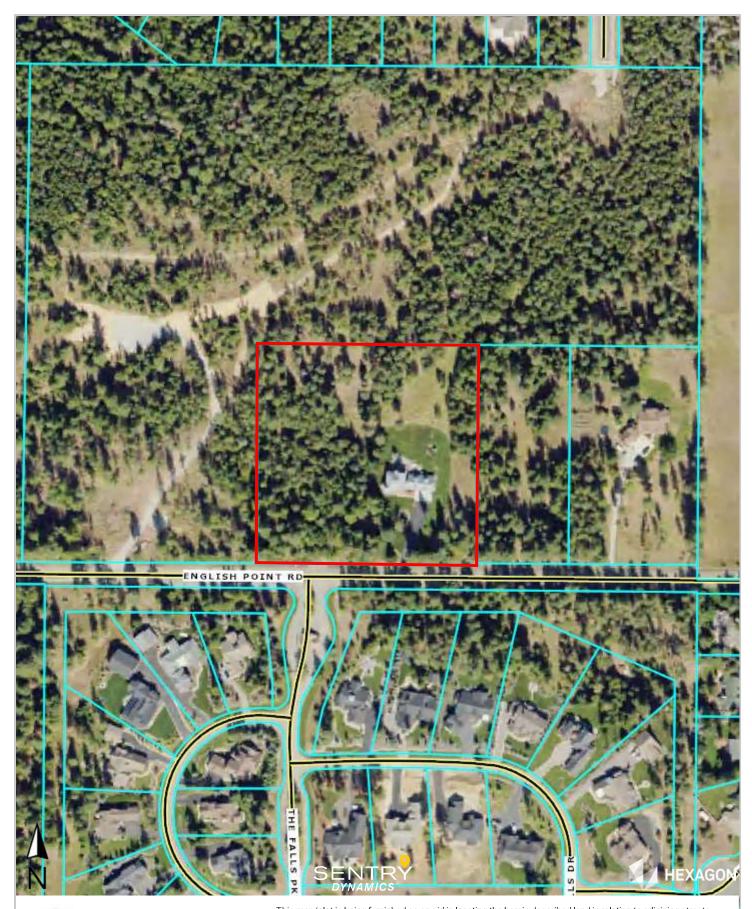
ParcelID: 51N03W087050

Tax Account #: 233624

3825 E English Point Rd, Hayden ID 83835













P 2995860000

JENNIFER LOCKE 3 P 29958600 KOOTENAI COUNTY RECORDER CDB 3/7/2025 11:13 AM REQ OF CUSACK LINSCOTT MERCK LAW

FIRM, PLLC RECORDING FEE: \$15.00 Electronically Recorded

DD

RECORD FOR AND RETURN TO:

CUSACK·LINSCOTT·MERCK LAW FIRM, PLLC 320 E. NEIDER AVENUE, SUITE 206 COEUR D'ALENE, IDAHO 83815

WARRANTY DEED

FOR VALUE RECEIVED, KATHRYN D. YANKOWSKY, an unmarried woman, the Grantor, does hereby grant, bargain, sell and convey unto KATHRYN D. YANKOWSKY, as Trustee, or to the successor Trustee, of the KBGY FAMILY TRUST dated July 16, 2024, and not as an individual, whose current address is 3825 E. English Point Road. Hayden, Idaho 83835, as Grantee, and to Grantee's heirs and assigns forever, the following described premises to wit, situated in Kootenai County, State of Idaho, together with all after acquired title of the Grantor therein:

> PLEASE SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

together with their appurtenances, said Grantor, does hereby covenant to and with the said Grantee that she is the owner in fee simple of said real property; that said premises is free from all encumbrances excepting current taxes, restrictions, easements and rightsof-way in view and of record, and excepting those of record, and said Grantor will warrant and defend the same from all lawful claims whatsoever.

Tax notices should be sent to the Grantee at the address described above. For the purpose of preserving the homeowner's tax exemption, the Grantees declare that this trust is revocable, the Grantees are the beneficiaries of the trust, and the Grantees reside in the home.

1. WARRANTY DEED [3825 E. English Point Road, Hayden] 4887-8470-0877, v. 1

DATED this \(\lambda_\circ\) day of July 2024.

ATHRYN D. YANKOWSKY

STATE OF IDAHO

) :ss

County of Kootenai

)

On this _____ day of July 2024, before me, MARY W. CUSACK, a notary public in and for said state, personally appeared KATHRYN D. YANKOWSKY, an unmarried woman, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

MARY W. CUSACK Notary Public - State of Idaho Commission Number 56282 My Commission Expires 06-11-2028 NOTARY PUBLIC

EXHIBIT "A"

A parcel of land being on the North side of the North right of way line of existing English Point County Road and being a portion of the Southeast Quarter of the Southwest Quarter of Section 8, Township 51 North, Range 3 West, Boise Meridian, more particularly described as follows, to wit:

Commencing at the South Quarter corner of Section 8, Township 51 North, Range 3 West, Boise Meridian, thence

South 89°41'00" West along the South line of said Section 8 a distance of 467.00 feet to a point that beard South 0°21'45" East, 25 feet from the Southwest corner of a parcel of land as described in that certain Warranty Deed to Eggleston recorded as Instrument No. 1221425, records of Kootenai County, being the TRUE POINT OF BEGINNING; thence

Extending South 89°41'00" West along said South line 467.00 feet; thence

North 0°21'45" West parallel to the North-South centerline of said Section 8 a distance of 492.00 feet; thence

North 89°41'00" East parallel to the South line of said Section 8 a distance of 467.00 feet to the Northwest corner of the said Eggleston Parcel; thence

South 0°21'45" East along the West line of the Eggleston Parcel and the Southerly extended thereof 492.00 feet to the TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM any portion lying with the County road right of way.

JIM BRANNON 17 P 2807275000 KOOTENAI COUNTY RECORDER MMS 1/25/2021 1:28 PM REQ OF MORTGAGE CONNECT LP -VENDOR ID 38044 RECORDING FEE: \$45.00 MD Electronically Recorded

[Space Above This Line For Recording Data]

After Recording Return To:
Morgan Stanley Private Bank, National
Association
4270 Ivy Pointe Blvd., Suite 400
Cincinnati, OH 45245

Prepared By:
Morgan Stanley Private Bank, National
Association
4270 Ivy Pointe Blvd, Suite 400
Cincinnati, OH 45245

DEED OF TRUST

1521106 MIN: 1002628-6009066019-0 Loan #: 6009066019

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated January 20, 2021, together with all Riders to this document.
- (B) "Borrower" is Kathryn D. Yankowsky, an Unmarried Woman. Borrower is the trustor under this Security Instrument.
- (C) "Lender" is Morgan Stanley Private Bank, National Association. Lender is a National Bank organized and existing under the laws of The United States of America. Lender's address is 4270 lvy Pointe Blvd, Suite 400, Cincinnati, OH 45245.
- (D) "Trustee" is Westcor Land Title Insurance Company, 875 Concourse Parkway South, Suite 200, Maitland, FL 32751.
- **"MERS"** is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the beneficiary under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.
- (F) "Note" means the promissory note signed by Borrower and dated January 20, 2021. The Note states that Borrower owes Lender SIX HUNDRED SEVENTY ONE THOUSAND AND NO/100 Dollars (U.S. \$ 671,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than February 01, 2051.
- (G) "Property" means the property that is described below under the heading "Transfer of Rights in

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Form 3013 1/01 (rev. 7/08) (page 1 of 15 pages)

charges due under the No	e debt evidenced by the Note, plus inte te, and all sums due under this Security	Instrument, plus interest.	
• •	all Riders to this Security Instrument executed by Borrower [check box as ap	-	∫he
[] Adjustable Rate Rider		[] Second Home Rider	
[] Balloon Rider [] 1-4 Family Rider	[] Planned Unit Development Rider [] Biweekly Payment Rider	[] VA Rider [] Other(s)[spec fy]	
	[] blueckly r byment rider	[] Carer(o)(openis)	

- (J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
- **(K)** "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
- (L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
- (M) "Escrow Items" means those items that are described in Section 3.
- (N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
- (O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
- (P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
- (Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
- (R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to



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Form 3013 1/01 (rev. 7/08) (page 2 of 15 pages)

Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the **COUNTY** of **KOOTENAI**:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

which currently has the address of 3825 E English Point Rd, Hayden, Idaho 83835 ("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 understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised 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.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then

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Form 3013 1/01 (rev. 7/08) (page 3 of 15 pages)

Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property, (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrew Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower

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shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

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, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; 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 can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and

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for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance



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proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

- **6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.
- shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

- 8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.
- **9.** Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9,

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Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is uitimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance, If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a nonrefundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

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- (a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.
- (b) Any such agreements will not affect the rights Borrower has if any with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.
- 11. **Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

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Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrumen:. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

- 12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to 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 any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.
- 13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer'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 can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge

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(whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

- Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.
- be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. 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.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

- 17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.
- 18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.



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- Borrower's Right to Reinstate After Acceleration. If Borrower meets certain 19. conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument: and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashie 's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.
- 20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes 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



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radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. 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 (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) 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, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

Acceleration; Remedies. Lender shall give notice to Borrower prior to 22. acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and 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 Section 22, 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. 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

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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.

- 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 to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law.
- 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.
- Area and Location of Property. The Property is (a) located within an incorporated city or village; (b) not more than 80 acres, regardless of its location, provided it is not principally used for the agricultural production of crops, livestock, dairy or aquatic goods; or (c) not more than 40 acres, regardless of its use or location.

NOTICE

UNDER IDAHO LAW, ANY PROMISE BY THE BANK TO GRANT OR EXTEND EXISTING CREDIT TO YOU MUST BE IN WRITING TO BE LEGALLY BINDING UPON THE BANK IF THE ORIGINAL AMOUNT OF SUCH CREDIT IS \$50,000 OR MORE.

Jan 20, 2021

Borrower - Kathryn D Yankowsky

(Seal)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Borrower - Kathryn D Yankowsky

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[Space Below This Line For Recording Data]
State of Idaho
County of Koetena, ss.
On this 20 day of Jan, in the year of 20 21, before me
John J Simon Notary Public , personally appeared
Kathryn D Vankousky
known or identified to me (or proved to me on the oath of Value Co Salary), terbe the person whose name is subscribed to the within instrument, and acknowledged to me that he (or they)
executed the same.
Notary Public Notary Public - State of Idaho Commission Number 52421
My Commission Expires on May 6 2096 My Commission Expires 05-16-2026
Origination Company: Morgan Stanley Private Bank, National Association NMLSR ID: 663185

Originator: Patrice Roberts NMLSR ID: 621430



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Exhibit A Legal Description

A parcel of land being on the North side of the North right of way line of existing English Point County Road and

being a portion of the Southeast Quarter of the Southwest Quarter of Section 8, Township 51 North, Range 3

West, Boise Meridian, more particularly described as follows, to-wit:

Commencing at the South Quarter corner of Section 8, Township 51 North, Range 3 West, Boise Meridian;

thence

South 89°41'00" West along the South line of said Section 8 a distance of 467.00 feet to a point that bears South

0°21'45" East, 25 feet from the Southwest corner of a parcel of land as described in that certain Warranty Deed to

Eggleston recorded as Instrument No. 1221425, records of Kootenai County, being the True Point of Beginning;

thence extending

South 89°41'00" West along said South line 467.00 feet; thence

North $0^{\circ}21'45''$ West parallel to the North-South centerline of said Section 8 a distance of 492.00 feet; thence

North 89°41'00" East parallel to the South line of said Section 8 a distance of 467.00 feet to the Northwest corner

of the said Eggleston Parcel; thence

South 0°21'45" East along the West line of the Eggleston Parcel and the Southerly extended thereof 492.00 feet to

the True Point of Beginning.

Excepting therefrom any portion which lies within the Country Road right of way.

Parcel #51N03W087050 Parcel ID: 51N03W087050



Demographics Report

Kootenai County ID

Subject Parcel

Site Address

3825 E English Point Rd

Hayden ID 83835

51N03W087050

Report Details

Query Distance From Parcel 5 miles Census Blocks In Query 731

Parcel # GARWOOD RD ast IF SR 437an creek GRAND TOUR DR Hayden Hayden Lake Dalton Gardens Huetter Coeur d Alene



Subject Parcel

Site Address 3825 E English Point Rd

Hayden ID 83835

Parcel # 51N03W087050 **Report Details**

Query Distance From Parcel

Census Blocks In Query

5 miles

731

Population

Population 46537 40994 Urban 5543 Rural

Gender

Housing

Vacant

Total Housing Units

Renter Occupied

% Male 49.3 **Female** 50.7

22946 23591

Total

19330

1326

17711

293

Total

Households

1800 **Total Households** 4 1 - person household - male 787 1556 Owner Occupied

1 - person household - female Family households, married

Family households, unmarried

Family households, w/ children under 18 yrs

1

1045 1003

1061

4

Age Distribution

	Under 10	10-19	20-29	30-49	50-64	65-79	***	Median Age
Female	2520	2940	2091	5364	4767	4535	1374	39
Male	2739	3237	2233	5362	4347	3952	1076	38
Total	5259	6177	4324	10726	9114	8487	2450	40
%	11.3	13.3	9.3	23	19.6	18.2	5.3	



School Report

Kootenai County

Subject Parcel

Site Address 3825 E English Point Rd

Hayden ID 83835

Parcel 51N03W087050

School District 271 Coeur d'Alene

Assigned Primary Hayden Meadows Elementary

School School

Assigned Middle

School

Canfield Middle School

Assigned High Coeur d'Alene High School

School

Report Detail

Query Distance From Parcel

1 miles

Schools In Query

3

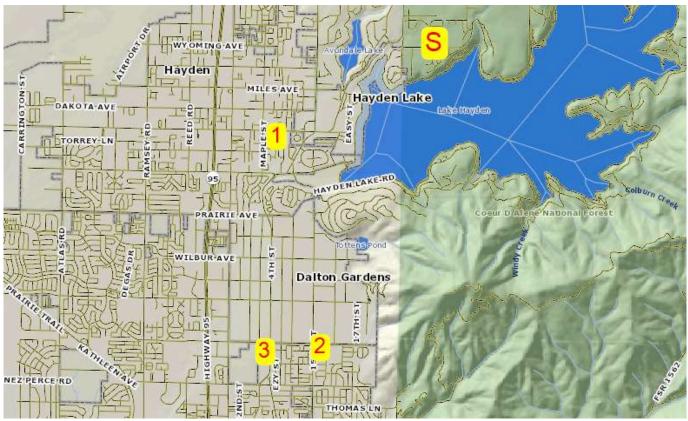
Primary School Middle School High School Other School

School

Hayden Meadows Canfield Middle School Coeur D'alene High

Elementary School

School Map



School #1

School District	COEUR D'ALENE DISTRICT	Dist From Subject	2.18 miles
School	Hayden Meadows Elementary School	Site Address	900 East Hayden Avenue
City	Hayden Lake	Zip	83835
Туре	1-Regular school	Students	496
Charter	No	Magnet	No
Title 1 Elig	2-No	Title 1	6-Not a Title I school
Free/Reduced Lunch	92	FTE Teachers Count	25.78
Student/Teacher Ratio	r 19.24	Grade Levels	Prekindergarten - 5th Grade
Male	225	Female	271
School #2			
School District	COEUR D'ALENE DISTRICT	Dist From Subject	3.85 miles
School	Canfield Middle School	Site Address	East 1800 Dalton Avenue
City	Coeur d'Alene	Zip	83815
Туре	1-Regular school	Students	728
Charter	No	Magnet	No
Title 1 Elig	2-No	Title 1	6-Not a Title I school
Free/Reduced Lunch	148	FTE Teachers Count	40.60
Student/Teache Ratio	r 17.93	Grade Levels	6th Grade - 8th Grade
Male	364	Female	364
School #3			
School District	COEUR D'ALENE DISTRICT	Dist From Subject	4.17 miles
School	Coeur d'Alene High School	Site Address	North 5530 4th Street
City	Coeur d'Alene	Zip	83815
Туре	1-Regular school	Students	1477
Charter	No	Magnet	No
Title 1 Elig	2-No	Title 1	6-Not a Title I school
Free/Reduced Lunch	214	FTE Teachers Count	76.43
Student/Teacher Ratio	r 19.32	Grade Levels	9th Grade - 12th Grade
Male	791	Female	686

