



2157 N. Main Street
Coeur d'Alene, ID 83814
Phone (208) 667-3402 Fax (208) 664-0695

February 9, 2026

908 W Harbor View Dr. Coeur d'Alene

*Thank you for Choosing Alliance Title and Escrow. We are happy to provide
this service for you.*

**Adriana Pickard
Coldwell Banker**

*Please specify
Alliance Title & Escrow on your next Purchase Transaction.
Thank you!*

Prepared by: Danielle Hamilton



Alliance Title & Escrow, LLC 2157 N Main St., Coeur d' Alene, ID 83814 Phone (208) 667-3402

LISTING PACKAGE

DATE: 2/9/2026 2:39PM

OWNERSHIP INFORMATION		Attachment
Primary Owner:	Krista Lapan and Shane Lapan	X
Last Deed:	See Attached	X
Deed of Trust/Mtg:	See Attached	X
Property Address:	908 West Harbor View Drive, Coeur D Alene, ID 83814	
Mailing Address:	908 West Harbor View Drive, Coeur D Alene, ID 83814	

PROPERTY CHARACTERISTICS		Attachment
Legal Description:		
	Lot 55 Block 1 Harbor View Estates	
Apr. Lot Size:	Acres: 0.92	X
Year Built	1992	
Square Footage	4,315	
County/City::	Kootenai / Coeur D Alene	
Protective Covenants:	Yes	

TAX INFORMATION		Attachment
Parcel Number(s)::	033700010550 / 164212	
Assessed Value:	Land Value \$648,000.00 Improvement Value \$714,834.00 Total Assessed Value \$1,362,834.00	X
Property Taxes:	\$4,197.70	
Exemptions:	Homeowner's	

This report is based on a search of our tract indexes of the county records. This is not a title or ownership report and no examination of the title to the property described has been made. For this reason, no liability for this report is assumed hereunder, and the Company is not responsible for any errors or omissions contained herein.

PREPARED FOR:	Adriana Pickard Coldwell Banker Schneidmiller Realty
PROPERTY ADDRESS:	908 West Harbor View Drive Coeur D Alene, ID 83814

Prepared By: Danielle Hamilton

Kootenai County Parcel Information



Parcel Information

Parcel #: **033700010550**
AIN/Tax Bill: 164212
Site Address: 908 W Harbor View Dr
Coeur D Alene ID 83814
Owner: Lapan Krista
Lapan Shane
908 W Harbor View Dr
Coeur D Alene ID 83814
Twn/Range/Section: 50N / 04W / 35 / SE
Instrument: 1131374
Parcel Size: 0.92 Acres (40,119 SqFt)
Lot Dimensions: 0
0
Plat/Subdivision: Harbor View Est
Plat Volume/Page:
Lot: 55
Block: 1
Census Tract/Block: 002000 / 2011
Waterfront:
Market Value Land: \$648,000.00
Market Value Impr: \$714,834.00
Total Market Value: \$1,362,834.00
Net Taxable Value: \$1,362,834.00



Tax Information

Tax Year	Annual Tax
2024	\$4,949.35
2023	\$4,311.27
2022	\$6,173.41

Legal

HARBOR VIEW ESTATES, LT 55 BLK 1 3550N04W

Land

Land Use: 537 - Imp res rural sub
Zoning: County-AGSUB - Ag-Suburban
Neighborhood: 5401 EMERALD PARK/NORTH
CAPE/HRBOR
School District: 271 - Coeur d'Alene
Sewer:
Watershed: 1701030304 - Fernan Lake-Coeur
d'Alene Lake
Recreation:

Improvement

Year Built: 1992	A/C: No	Building Type: DWELL
Stories: 2	Bedrooms: 4	Heat: Heat pump
Bathrooms: 3.5	Full Baths: 3	Half Baths: 1
Finished Area: 4,315 SqFt	1st Floor: 2,041 SqFt	2nd Floor: 2,274 SqFt

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.

General Information

Owner: Lapan Krista, Lapan Shane
Mailing Address: 908 W Harbor View Dr Coeur D Alene Id 83814
Property Address: 908 W Harbor View Dr
Neighborhood: 5401 Emerald Park/North Cape/Hrbor
District (TCA): 254000

Parcel ID (PIN): 033700010550
Alternate ID (AIN): 164212
Property Class: 537- Imp Res Rural Sub
Deeded Acres: 0.9210

Last updated: 2/09/2026 01:53:46 AM

Legal Descriptions

Description
HARBOR VIEW ESTATES, LT 55 BLK 1
35 50N 04W

Net Taxable Value

Tax Year	Value
2025	\$1,237,834.00
2024	\$1,416,545.00
2023	\$1,416,545.00
2022	\$1,666,545.00
2021	\$621,030.00
2020	\$598,050.00

Value History

Year	Reason	Land Value	Improvement Value	Total Value
2025	Assessment Update	\$648,000.00	\$714,834.00	\$1,362,834.00
2024	Assessment Update	\$750,000.00	\$791,545.00	\$1,541,545.00
2023	Assessment Update	\$750,000.00	\$791,545.00	\$1,541,545.00
2022	Assessment Update	\$1,000,000.00	\$791,545.00	\$1,791,545.00
2021	Assessment Update	\$235,000.00	\$511,030.00	\$746,030.00

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1
2
3
4
5
6
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 items per page

1 - 5 of 29 items

Exemption History

Effective Year	Exemption Type	Percent	Total Value	Exemption Value	Net Taxable Value
2025	Homeowner's Exemption	100	\$1,362,834.00	\$125,000.00	\$1,237,834.00
2024	Homeowner's Exemption	100	\$1,541,545.00	\$125,000.00	\$1,416,545.00
2023	Homeowner's Exemption	100	\$1,541,545.00	\$125,000.00	\$1,416,545.00
2022	Homeowner's Exemption	100	\$1,791,545.00	\$125,000.00	\$1,666,545.00
2021	Homeowner's Exemption	100	\$746,030.00	\$125,000.00	\$621,030.00
2020	Homeowner's Exemption	100	\$698,050.00	\$100,000.00	\$598,050.00

Land Details

Land Type	Acres	Total Value
Homesite	0.92	\$648,000

Improvements

Property Record	Improvement ID	Use Code	Description	Year Built	Length (ft.)	Width (ft.)	Area	Area Units
R01	D	DWELL	Dwelling	1992	n/a	n/a	4315	Fin SF
R01	G01	ATTGAR	Attached Garage	1992	15.00	2.00	368	SF
R01	G02	ATTGAR	Attached Garage	1992	27.00	12.00	320	SF
R01	01	PAV	Residential Paving	1992	n/a	n/a	1500	SF

Additional Commercial Info.

Property Record	Use Code	Description	Gross Square Footage
No additional commercial improvements data present.			

Permits

Filing Date	Sq Ft	Permit Description
No permits data is available.		

Sales History

Document Number	Date	Owner	Grantee	Type
2637880	1/1/18	Cda Properties Llc	Lapan Krista	Single Parcel Transfer
2481898	12/29/14	Wells Fargo Bank Na	Cda Properties Llc	Single Parcel Transfer
2445947	1/1/14	Winter James P Etux	Wells Fargo Bank Na	Single Parcel Transfer



Building Detail | Public Access

ASSESSOR ► PROPERTY SEARCH ► DETAIL ► BUILDING DETAIL



← Return

Improvements

Property Record	Improvement ID	Use Code	Description	Year Built	Length	Width	Area	Area Units
R01	D	DWELL	Dwelling	1992	0	0.00	4,315	Fin SF
R01	G01	ATTGAR	Attached Garage	1992	15	2.00	368	SF
R01	G02	ATTGAR	Attached Garage	1992	27	12.00	320	SF
R01	01	PAV	Residential Paving	1992	0	0.00	1,500	SF

Dwelling Attributes

Floor	Attribute	Detail
-	Type	62 Avg 2 Story >=1989
-	Occupancy	Single family - Owner
-	Roof Structure	Gable
-	Roof Cover	Comp sh heavy
-	Heating	Heat pump
-	A/C	None
-	Stories	2.0
-	Bedrooms	4
-	Bathrooms	3
-	Bathrooms (Half)	1

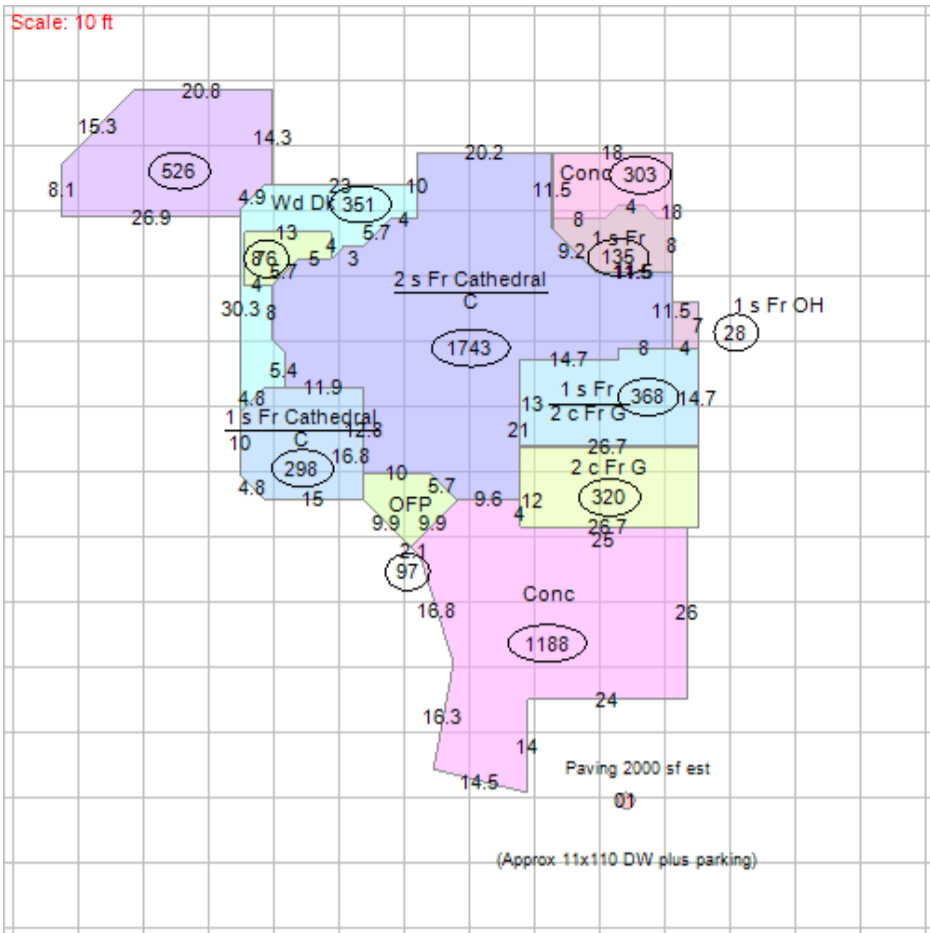
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Exterior Features

Code	Description	Area sq. ft.	Construction
CONCP	Concrete patio	303	Wood frame w/sheathing
OFFP	Open frame porch	97	Wood frame w/sheathing
WDDK	Wood deck	351	Wood frame w/sheathing
WDDK-R		526	Wood frame w/sheathing
WDDK-R/		76	Wood frame w/sheathing

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	1	2041	2041
2.0	Wood frame w/sheathing	0	0	0	0	0	3	2	0	0	2274	2274
		1	1	0	1	0	4	3	1	1	4315	4315











Taxing District Charges

PIN: 033700010550
Owner: LAPAN KRISTA


AIN: 164212
TAG: 254000

Tax Roll: Real Property

For Tax Year: 2025
Net Tax: \$4,197.70

Bill Number: 144840

Tax Bill ID: 4679311

 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	\$1,237,834.00	0.000000000	\$0.00	\$0.00	\$0.00
County Fair	\$125,000.00	\$1,237,834.00	0.000000000	\$0.00	\$0.00	\$0.00
Current Expense	\$125,000.00	\$1,237,834.00	0.000208279	-\$32.97	\$26.03	\$224.84
District Court	\$125,000.00	\$1,237,834.00	0.000175413	-\$27.77	\$21.93	\$189.36
Health Unit	\$125,000.00	\$1,237,834.00	0.000028972	-\$4.59	\$3.62	\$31.27
Historical Society	\$125,000.00	\$1,237,834.00	0.000000194	-\$0.03	\$0.02	\$0.21
Indigent	\$125,000.00	\$1,237,834.00	0.000000000	\$0.00	\$0.00	\$0.00
Justice Fund	\$125,000.00	\$1,237,834.00	0.000768474	-\$121.65	\$96.06	\$829.59
Kootenai County Judgment	\$125,000.00	\$1,237,834.00	0.000005902	-\$0.93	\$0.74	\$6.38
Liability Insurance	\$125,000.00	\$1,237,834.00	0.000027018	-\$4.28	\$3.38	\$29.16
Noxious Weeds	\$125,000.00	\$1,237,834.00	0.000008663	-\$1.37	\$1.08	\$9.35
Parks & Rec	\$125,000.00	\$1,237,834.00	0.000014408	-\$2.28	\$1.80	\$15.55
Revaluation	\$125,000.00	\$1,237,834.00	0.000078689	-\$12.46	\$9.84	\$84.94
				State Credit	HOE Savings	Net Tax
				-\$208.33	\$164.50	\$1,420.65

▼ Authority : 229-WORLEY HIGHWAY #4

State Credit	HOE Savings	Net Tax
-\$91.04	\$71.89	\$620.85

▼ 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	\$1.04	\$10.32

▼ Authority : 230-SCHOOL DIST #271-SUPP

State Credit	HOE Savings	Net Tax
\$0.00	\$85.12	\$842.94

▼ Authority : 253-MICA KIDD ISLAND FIRE PERM OVR 24

State Credit	HOE Savings	Net Tax

				\$0.00	\$0.00	\$0.00
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▼ Authority : 253-MICA-KIDD ISLAND FIRE

				State Credit	HOE Savings	Net Tax
				-\$75.23	\$59.40	\$513.03

▼ Authority : 271-COMM LIBRARY NET J

				State Credit	HOE Savings	Net Tax
				-\$22.47	\$17.74	\$153.25

▼ Authority : 351-N ID COLLEGE

				State Credit	HOE Savings	Net Tax
				-\$58.17	\$45.94	\$396.73

▼ Authority : 351-N ID COLLEGE TORT

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

▼ Authority : 354-KOOTENAI-EMS

				State Credit	HOE Savings	Net Tax
				-\$12.27	\$9.69	\$83.69

▼ Authority : 452-S/A-MICA FP

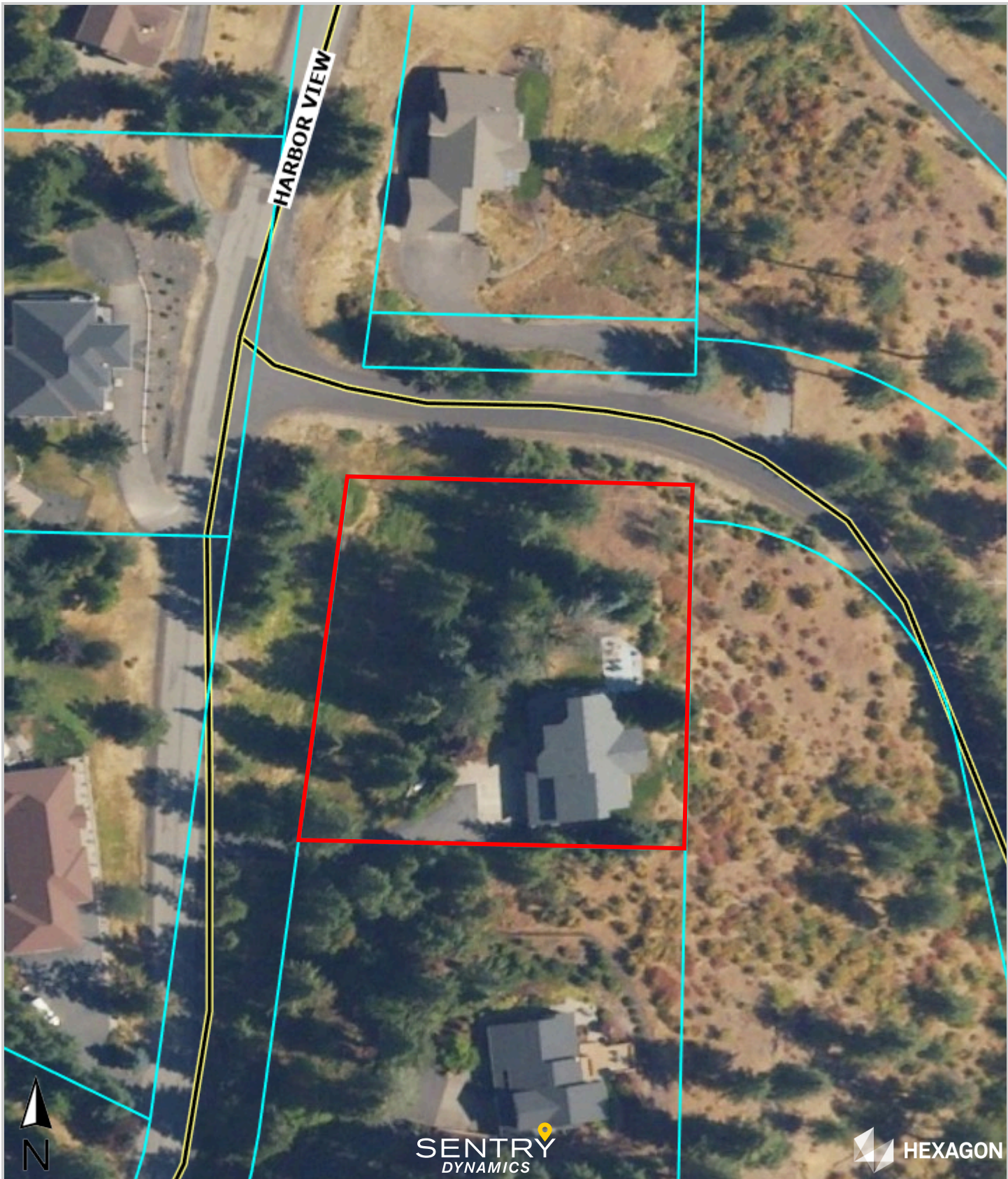
				State Credit	HOE Savings	Net Tax
				\$0.00	\$0.00	\$55.00

▼ Authority : 457-SOLID WASTE-S/A

				State Credit	HOE Savings	Net Tax
				\$0.00	\$0.00	\$98.00

▼ Authority : 482-S/A-MICA FPA

				State Credit	HOE Savings	Net Tax
				\$0.00	\$0.00	\$3.24



HARBOR VIEW

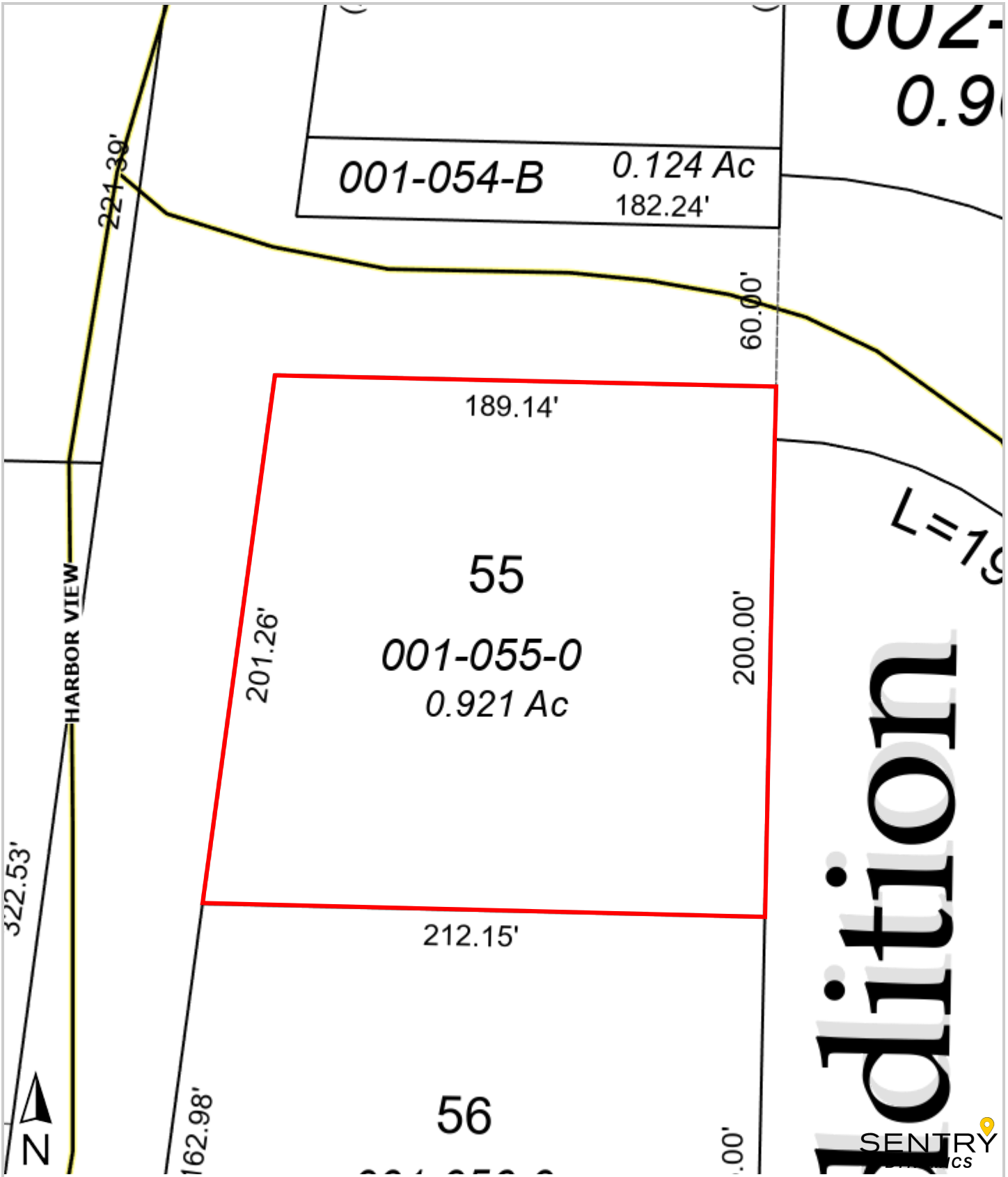


SENTRY
DYNAMICS

HEXAGON

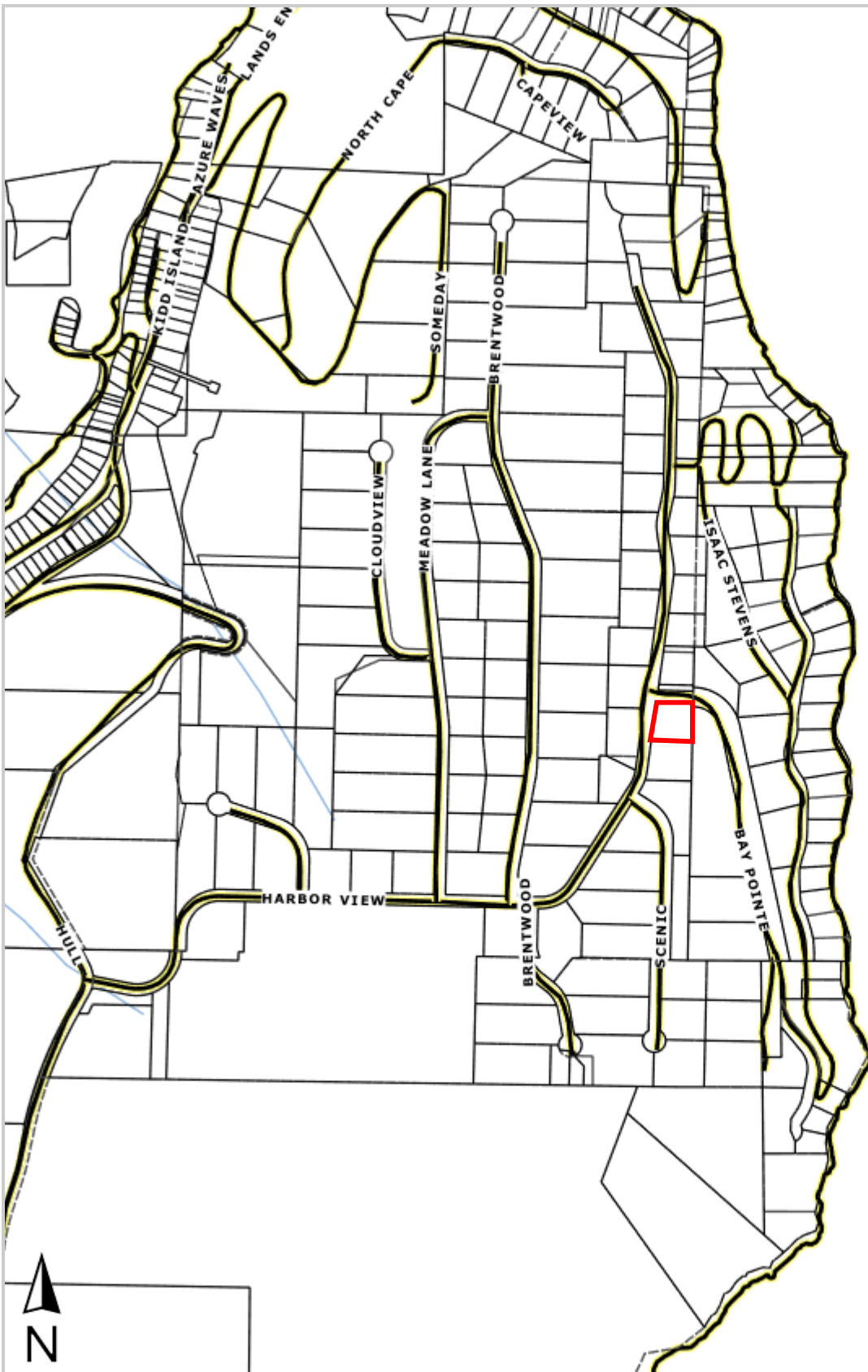

ALLIANCE
TITLE & ESCROW

This map/plat is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.



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Addition
SENTRY
CS



SENTRY
DYNAMICS



This map/plat is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.



JIM BRANNON 2 P 2637880000
KOOTENAI COUNTY RECORDER
PRP 4/3/2018 2:49 PM
REQ OF TITLEONE BOISE

RECORDING FEE: \$15.00 DD
Electronically Recorded

Order Number: 18305172

Warranty Deed

For value received,

CDA Properties LLC, an Arizona limited liability company

the grantor, does hereby grant, bargain, sell, and convey unto

Krista Lapan and Shane Lapan, wife and husband, as community property with right of survivorship

whose current address is 908 W Harbor View Dr Coeur D Alene, ID 83814

the grantee, the following described premises, in Kootenai County, Idaho, to wit:

Lot 55 in Block 1 of Harbor View Estates, according to the plat filed in Book F of Plats at Page(s) 152, records of Kootenai County, Idaho.

To have and to hold the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Warranty Deed Page 2

Dated: March 28, 2018

CDA Properties LLC, an Arizona limited liability company

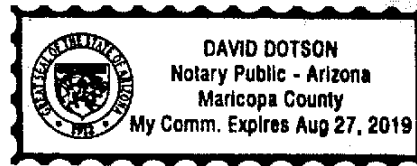
x By Thomas G. Georgiou, Manager
Thomas G. Georgiou, Manager

State of ARIZONA, County of MARICOPA, ss.

On this 28 day of March 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared Thomas G. Georgiou, known or identified to me to be a Member of the limited liability company that executed the within instrument and acknowledged to me that he executed the same for and on behalf of said limited liability company and that such limited liability company executed it.

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

David Dotson
Notary Public for ~~Idaho~~ Arizona
Residing In: Scottsdale AZ
My Commission Expires: 8/27/19



RECORDING FEE: \$45.00 MD
Electronically Recorded

When recorded, return to:
Willamette Valley Bank
Attn: Funding Department
18662 SW Boones Ferry Rd
Tualatin, OR 97062

Title Order No.: 20361645
Escrow No.: 20361645
LOAN #: 105942309

[Space Above This Line For Recording Data]

DEED OF TRUST

MIN 1008395-0000038457-2
MERS PHONE #: 1-888-679-6377

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 April 20, 2020, together with all Riders to this document.

(B) "Borrower" is KRISTA LAPAN AND SHANE LAPAN, WIFE AND HUSBAND, AS COMMUNITY PROPERTY WITH RIGHTS OF SURVIVORSHIP.

Borrower is the trustor under this Security Instrument.

(C) "Lender" is Willamette Valley Bank.

Lender is a Corporation, organized and existing
under the laws of Oregon.
Lender's address is 101 High Street Northeast, Salem, OR 97301.

(D) "Trustee" is Title One.

(E) "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.

Initials: *KMS*
IDEDED 0317
IDEDED (CLS)
04/16/2020 09:29 PM PST



(F) "Note" means the promissory note signed by Borrower and dated April 20, 2020. The Note states that Borrower owes Lender FOUR HUNDRED NINETY NINE THOUSAND FOUR HUNDRED AND NO/100***** Dollars (U.S. \$499,400.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than May 1, 2050.

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- Adjustable Rate Rider
- Balloon Rider
- Biweekly Payment Rider
- Other(s) [specify]
- Condominium Rider
- Planned Unit Development Rider
- V.A. Rider
- Second Home Rider
- 1-4 Family Rider

(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 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

[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]:

Lot 55 in Block 1 of Harbor View Estates, according to the plat filed in Book F of Plats at Page(s) 152, records of Kootenai County, Idaho.
APN #: 033700010550

which currently has the address of 908 W Harbor View Dr., Coeur D'alene,

[Street][City]

Idaho 83814 ("Property Address"):

[Zip Code]



1054395

[Space Above This Line For Recording Data]

After Recording Return To:
Numerica Credit Union
PO Box 4000
Spokane Valley, WA 99037
800-433-1837

Prepared By:
Bryce Collings
Numerica Credit Union
14610 E Sprague Ave
Spokane Valley, WA 99216

Parcel Number: 033700010550

DEED OF TRUST

Loan #: 1014522-89

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 12, 17, 19 and 20. Certain rules regarding the usage of words used in this document are also provided in Section 15.

- (A) "Security Instrument" means this document, which is dated July 28, 2022, together with all Riders to this document.
- (B) "Borrower" is Krista Lapan and Shane Lapan, wife and husband as community property with right of survivorship. Borrower's address is 908 West Harbor View Drive, Coeur d Alene, ID 83814. Borrower is the trustor under this Security Instrument.
- (C) "Lender" is Numerica Credit Union. Lender is a Credit Union organized and existing under the laws of THE STATE OF WASHINGTON. Lender's address is PO Box 4000, Spokane Valley, WA 99037. Lender is the beneficiary under this Security Instrument.
- (D) "Trustee" is First American Title Company.
- (E) "Credit Agreement" means the Home Equity Line of Credit Agreement and Disclosure signed by Borrower and dated July 28, 2022 which Credit Agreement establishes a revolving line of credit, which obligates Lender to make advances to Borrower so long as Borrower complies with all the terms of the Credit Agreement. Such advances may be made, repaid and remade from time to time, subject to the limitation that the total outstanding balance owing at any one time (excluding any current unpaid



* 5 9 1 0 2 *
HELOC Deed of Trust - ID
Mortgage Cadence Document Center © 2180 03/17



* M C M O R T D O T *
(page 1 of 11 pages)

interest finance charges but including other fees and charges assessed pursuant to the Credit Agreement) shall not exceed **\$250,000.00**. Borrower has promised to pay this debt in monthly Periodic Payments and to pay the debt in full not later than **September 25, 2047**.

(F) **"Property"** means the property that is described below under the heading "Transfer of Rights in the Property."

(G) **"Loan"** means all amounts owed now or hereafter under the Credit Agreement, plus interest and any other fees or charges however denominated due under the Credit Agreement, and all sums due under this Security Instrument, plus interest.

(H) **"Riders"** means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|--|--|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input checked="" type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Other(s) [specify] |
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Biweekly Payment Rider | |

(I) **"Applicable Law"** means all controlling applicable, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) of the jurisdiction in which the Property is located, as well as all applicable final, non-appealable judicial opinions.

(J) **"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.

(K) **"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.

(L) **"Escrow Items"** means those items that are described in Section 3.

(M) **"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.

(N) **"Periodic Payment"** means the minimum periodic payment due under the terms of the Credit Agreement.

(O) **"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.

(P) **"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 Credit Agreement and/or this Security Instrument.

(Q) **"Mortgage Servicer"** means the last person to whom the Borrower has been instructed by the holder of the Credit Agreement to send payments for the debt secured by this Security Instrument. Lender may be the Mortgage Servicer.

(R) **"Substitute Trustee"** is one or more person(s) appointed in writing, or electronically, by the



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* M C M O R T D O T *
(page 2 of 11 pages)

Lender or Mortgage Servicer to act for the original Trustee.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all future advances, renewals, extensions and modifications of the Credit Agreement, including any future advances made at a time when no indebtedness is currently secured by this Security Instrument; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Credit Agreement. 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:

LOT 55 IN BLOCK 1 OF HARBOR VIEW ESTATES, ACCORDING TO THE PLAT FILED IN BOOK F OF PLATS AT PAGE 152, RECORDS OF KOOTENAI COUNTY, IDAHO.

which currently has the address of **908 West Harbor View Drive Coeur d Alene, Idaho 83814** ("Property Address"):

TOGETHER WITH all Miscellaneous Proceeds and all improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All proceeds, 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." For purposes of the foregoing grant of a security interest in fixtures, Borrower is the "debtor" and Lender is the "secured party" (as those terms are defined in the Uniform Commercial Code). This Security Instrument shall also function as a "financing statement" filed as a "fixture filing" (as those terms are defined in the Uniform Commercial Code).

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.

Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Credit Agreement in accordance with the provisions thereof and any prepayment charges and late charges due under the Credit Agreement. Payments due under the Credit Agreement 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 Credit Agreement or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Credit Agreement 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 Credit Agreement or at such other location as may be designated by Lender in accordance with the notice provisions in Section 14. 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



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(page 3 of 11 pages)