Lois K. Murphy, Trustee
P.O. Box 741
Meridian, ID 83680
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04 OCT -8 AM 11:34
CAMERON S. BURKE
CLERK IDAHO

UNITED STATES BANKRUPTCY COURT
DISTRICT OF IDAHO

In Re:	)	CHAPTER 7
DAVID MORGAN BERGH JANET SEDA BERGH	)	CASE NO. 04-00282
	)	**TRUSTEE'S NOTICE OF SALE OF REAL PROPERTY BY AUCTION AND NOTICE OF HEARING**
Debtors	)	

TO THE DEBTORS, DEBTOR'S ATTORNEY, CREDITORS AND OTHER PARTIES IN INTEREST:

PLEASE TAKE NOTICE THAT the undersigned Trustee will sell the below described property in which the above-entitled estate claims an interest pursuant to 11 USC 363, Bankruptcy Rule 6004(e) and LBR 2002.1. This sale will take place unless a written objection is received by the Clerk, United States Bankruptcy Court, U.S. Courtroom, 550 W. Fort St., Boise, ID 83724 and the Trustee on or before November 4, 2004. Any objection not timely filed and served will be deemed waived.

NOTICE OF HEARING

Notice is further given that any objection will be heard on **November 8, 2004, at 1:30 p.m.,** at the United States Bankruptcy Court, Federal Building, Court Room 5, 550 W. Fort St., Boise, ID 83724. At such hearing, the Trustee shall request the Court to enter at order approving said sale.

1. **DESCRIPTION OF PROPERTY TO BE SOLD:**

The property is the estate's interest in real property (Bare land) which debtors refer to as 2.04 acre lot located at Featherville, ID in their bankruptcy schedules. The legal description of the subject lot is:

16

Township 3 North, Range 10 East, Boise Meridian, Elmore County, Idaho

Section 16: A parcel of land located in said section, more particularly described as follows:

Commencing at the northwest corner of Lot 2, Section 16, Township 3 North, Range 10 East, Boise Meridian and running thence East 400 feet along the North boundary line of said Lot 2 to the Real Point of Beginning; thence continuing East a distance of 200 feet; thence South 480 feet; thence West 200 feet; thence North 480 feet to the Point of Beginning.

Saving, Excepting and Reserving from said parcel of land the road easement right-of-way deeded to the U.S.A. and recorded June 5, 1964 as Instrument No. 121476, in Book 4 of Highway Deeds at Page 15, records of Elmore County, Idaho, and Saving and Excepting and Reserving also so much of said parcel as lies West of said road right-of-way.

2. **TYPE OF SALE:**

This is a public auction with an opening bid by Matthew Dorschel. The subject property is listed for sale by Jude Gary of Metropolitan Real Estate, 7080 Sorenson Dr., Boise, ID 83709, pursuant to a Petition to Employ by Trustee dated July 1, 2004, and the Order filed with this Court on July 22, 2004, authorizing employment of realtor.

3. **TERMS OF SALE:**

$32,500 cash at closing, see the attached RE-21 Real Estate Purchase and Sale Agreement and Receipt For Earnest Money dated August 18, 2004.

4. **TIME AND PLACE OF SALE:**

The sale will be valid unless objections are filed with the U.S. Bankruptcy Court by November 4, 2004 at United States Bankruptcy Court, 550 West Fort, 5th Floor, Boise, Idaho and copies provided to the Trustee, Lois K. Murphy, at P.O. Box 741, Meridian, ID, 83680. The sale auction will occur on November 8, 2004, at 9:00 a.m. (MT) at the offices of Lois Murphy, Trustee, 52 E. State Avenue, Meridian, ID 83642. The sale will be closed at First American Title Company within a reasonable time after it is approved by the Court.

5. **TREATMENT OF EXISTING LIENS:**

Sale free and clear of all liens with all valid liens to attach to the sale proceeds. The Trustee has made a reasonable investigation and believes that the property encumbered by a first deed of trust in the approximate amount of $16,194.55 and delinquent property taxes in an approximate amount of $616.81 for 2002 and 2003 and $293.99 for 2004 to Elmore County

5. **VALUE OF PROPERTY TO BE SOLD:**

In the opinion of the Trustee, estimates that the market value is approximately the value offered by the purchaser.

6. **REALTOR COMMISSION:** At closing Jude Gary of Metropolitan Real Estate will be paid a 10% commission as stated in the Petition to Employ Realtor. Trustee will seek court's approval of Realtor's Commission after the property is closed.

7. **CLOSING COSTS:** The estate will pay the following expenses at closing through First American Title Company:

Title Insurance	$ 336.50
Property Taxes	293.99 * (Prorated 2004 year)
Past Due Property Taxes	616.81
Recording Fees	24.00
Reconveyance Fee	63.00
½ Appraisal Fee	250.00

These amounts will be adjusted to the day of actual closing (calculated to October 29, 2004).

8. **AUTHORITY FOR CONDUCTING SALE:**

The authority for conducting the sale is 11 U.S.C. §363(f)(1).

10. **ADDITONAL TERMS OF SALE:** The property is sold "AS IS, "WHERE IS", and without warranty of any nature whatsoever, either express or implied. The title to the real property will be transferred by a "Trustee's Deed".

11. **MISCELLANEOUS INFORMATION**:

Trustee estimates the net proceeds to the estate after realtor's commission and closing costs are approximately $12,121.15, as of October 29, 2004.

This sale shall be effective immediately and the ten-day stay imposed by Rule 6004 (g) and other rules is hereby waived.

DATED: 10-7-04

Lois K. Murphy, Trustee

RE-11 ADDENDUM/AMENDMENT # 1 (1,2,3, etc.)

THIS IS A LEGALLY BINDING CONTRACT. READ THE ENTIRE DOCUMENT INCLUDING ANY ATTACHMENTS. IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.

This is an ☐ **ADDENDUM** or an ☐ **AMENDMENT** to the Real Estate Purchase and Sale Agreement and Receipt for Earnest Money.
("Addendum" means that the information below is added material for the agreement (such as lists or descriptions)).
("Amendment" means the form is being used to change, correct or revise the agreement (such as modification, addition or deletion of a term)).

Earnest Money Dated: 08/18/04 ID # 81335456

ADDRESS: 2 acres, Featherville

BUYER(S): Matthew Dorschel

SELLER(S): Lois Murphy, U.S. Bankruptcy Trustee

The undersigned parties hereby agree as follows:

Buyer to pay for the appraisal upon lender ordering the appraisal. Seller will reimburse the buyer for one-half the cost of the appraisal upon closing, seller's portion not to exceed $250.00. In the event buyer is not the successful purchaser, seller will reimburse the buyer up to $250.00 for their share of the appraisal upon closing.

To the extent the terms of this ADDENDUM or AMENDMENT modify or conflict with any provisions of the Real Estate Purchase and Sale Agreement including all prior Addendums or Amendments, these terms shall control. All other terms of the Real Estate Purchase and Sale Agreement including all prior Addendums, Amendments, or Counter Offers not modified by this ADDENDUM or AMENDMENT shall remain the same.

The herein agreement, upon its execution by both parties, is made an integral part of the aforementioned Agreement.

Date _____ Time _____ AM/PM Buyer _____ / _____

Date _____ Time _____ AM/PM Seller _____ / _____

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RE-21 REAL ESTATE PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY

THIS IS A LEGALLY BINDING CONTRACT. READ THE ENTIRE DOCUMENT INCLUDING ANY ATTACHMENTS. IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.

DATE 08/18/2004

ID# 81335456

1. REAL ESTATE OFFICES:

LISTING AGENCY Metropolitan Real Estate Office Phone # 208-363-2027
Office Fax # 208-5662-0778 E-Mail Other Phone # 208-876-2056
Listing Agent Jude Gary E-Mail Phone # 208-362-2269
SELLING AGENCY Metropolitan Real Estate Office Phone # 208-362-2027
Office Fax # 208-362-2027 E-Mail Other Phone # 208-8672056
Selling Agent Jude Gary E-Mail Phone # 208-362-2269

2. BUYER: Matthew Dorschel (Hereinafter called "BUYER") agrees to purchase, and the undersigned SELLER agrees to sell the following described real estate hereinafter referred to as "PREMISES" **COMMONLY KNOWN AS** 2 acres City Featherville Elmore County, ID, Zip _____ legally described as: _____

OR Legal Description Attached as addendum # A (Addendum must accompany original offer.)

3. $ 32,500 **PURCHASE PRICE:** Thirty-Two Thousand Five Hundred **DOLLARS,** payable upon the following **TERMS AND CONDITIONS** (not including closing costs) :

4. FINANCIAL TERMS: Note: A+C+D+E must add up to total purchase price, except for 100% financing.

$ 500 **(A). EARNEST MONEY:** BUYER hereby deposits Five Hundred DOLLARS as Earnest Money evidenced by: ☐ cash ☒ personal check ☐ cashier's check ☐ note (due date): _____ ☐ other _____ and a receipt is hereby acknowledged. Earnest Money to be deposited in trust account ☐ upon receipt, or ☐ upon acceptance by all parties and shall be held by: ☒ Listing Broker ☐ Selling Broker ☐ other _____ for the benefit of the parties hereto. The responsible Broker shall be Jude Gary.

(B). ALL CASH OFFER: ☐ NO ☒ YES **If this is an all cash offer do not complete lines 35 through 50, fill blanks with N/A** (Not Applicable). **IF CASH OFFER, BUYER'S OBLIGATION TO CLOSE SHALL NOT BE SUBJECT TO ANY FINANCIAL CONTINGENCY.** BUYER agrees to provide SELLER within 15 business days from the date of this agreement, evidence of sufficient funds and/or proceeds necessary to close transaction. Acceptable documentation includes, but is not limited to a copy of a recent bank or financial statement or contract(s) for the sale of BUYER'S current residence or other property to be sold.

$ _____ **(C). NEW LOAN PROCEEDS: FIRST LOAN** of $ _____ not including mortgage insurance. This Agreement is contingent upon BUYER obtaining: ☐ FHA ☐ VA ☐ CONVEN ☐ IHFA ☐ RD ☐ OTHER _____ with interest not to exceed _____ % for a period of _____ year(s) at: ☐ fixed rate ☐ other _____ BUYER shall pay no more than _____ point(s) plus origination fee if any. SELLER shall pay no more than _____ point(s). Any reduction in points shall first accrue to the benefit of the ☐ BUYER ☐ SELLER ☐ Divided Equally ☐ N/A

$ _____ **(D). ADDITIONAL FINANCIAL TERMS:**
☐ Additional financial terms are specified under the heading "OTHER TERMS AND/OR CONDITIONS" (Section 5).
☐ Additional financial terms are contained in a **FINANCING ADDENDUM** of same date, attached hereto, signed by both parties.
LOAN APPLICATION: BUYER ☐ has ☐ shall apply for such loan(s) within _____ business day(s) of SELLER'S acceptance Within _____ business days of final acceptance of all parties, BUYER agrees to furnish SELLER with a **written confirmation showing lender approval of credit report, income verification, debt ratios in a manner acceptable to the SELLER and subject only to satisfactory appraisal and final lender underwriting.** If such written confirmation is not received by SELLER within the strict time allotted, SELLER may at their option cancel this agreement by notifying BUYER in writing of such cancellation. If an appraisal is required by lender, the *property must* **appraise at not less than purchase price** or BUYER'S Earnest Money may be returned at BUYER'S request. *BUYER may also apply for a loan with different conditions and costs and close transaction provided all other terms and conditions of this Agreement are fulfilled, and the new loan does not increase the costs or requirements to the SELLER.*
FHA / VA: If applicable, it is expressly agreed that notwithstanding any other provisions of this contract, BUYER shall not be obligated to complete the purchase of the property described herein or to incur any penalty or forfeiture of Earnest Money deposits or otherwise unless BUYER has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration or a Direct Endorsement lender setting forth the appraised value of the property of not less than the sales price as stated in the contract. SELLER agrees to pay fees required by FHA or VA.

$ 32,000 **(E). APPROXIMATE FUNDS DUE FROM BUYERS AT CLOSING** ***(Not including closing costs): Cash at closing*** to be paid by BUYER at closing in GOOD FUNDS. Includes: **cash, electronic transfer funds, certified check or cashier's check. NOTE:** *If any of above loans being Assumed or taken "subject to", any net differences between the approximate balances and the actual balance of said loan(s) shall be adjusted at closing of escrow in:* ☒ Cash ☐ Other: _____

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes PAGE 1 of 6 PAGES
BUYER'S Initials (_____) (_____) Date _____ SELLER'S Initials (_____) (_____) Date _____

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PROPERTY ADDRESS: 2 acres Featherville ID#: 81335456

5. OTHER TERMS AND/OR CONDITIONS: This Agreement is made subject to the following special terms, considerations and/or contingencies which must be satisfied prior to closing property is being sold in a as is condition.Sellers acceptance is contengent on not receiving any objections from any of the creditors or the bankruptcy court. Closing to be with in 15 days after Bankruptcy Court approval.

6. ITEMS INCLUDED & EXCLUDED IN THIS SALE: All existing fixtures and fittings that are attached to the property are **INCLUDED IN THE PURCHASE PRICE** (unless excluded below), and shall be transferred free of liens. These include, but are not limited to, all attached floor coverings, attached television antennas, satellite dish and receiving equipment, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm windows, storm doors, all window coverings, garage door opener(s) and transmitter(s), exterior trees, plants or shrubbery, water heating apparatus and fixtures, attached fireplace equipment, awnings, ventilating, cooling and heating systems, all ranges , ovens, built-in dishwashers, fuel tanks and irrigation fixtures and equipment, all water systems, wells, springs, water, water rights, ditches and ditch rights, if any, that are appurtenant thereto that are now on or used in connection with the premises and shall be included in the sale unless otherwise provided herein. BUYER should satisfy himself/herself that the price and condition of the property are acceptable. It is agreed that any item included in section 6 is of nominal value less than $100.

(A). ADDITIONAL ITEMS SPECIFICALLY INCLUDED IN THIS SALE: none

(B). ITEMS SPECIFICALLY EXCLUDED IN THIS SALE: none

7. TITLE CONVEYANCE: Title of SELLER is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by SELLER may be paid out of purchase money at date of closing. No liens, encumbrances or defects which are to be discharged or assumed by BUYER or to which title is taken subject to, exist unless otherwise specified in this Agreement.

8. TITLE INSURANCE: There may be types of title insurance coverages available other than those listed below and parties to this agreement are advised to talk to a title company about any other coverages available.

(A). TITLE COMMITMENT: Prior to closing the transaction, ☒ SELLER or ☐ BUYER shall furnish to BUYER a commitment of a title insurance policy showing the condition of the title to said premises. BUYER shall have 2 business day(s) from receipt of the commitment or not fewer than twenty-four (24) hours prior to closing, within which to object in writing to the condition of the title as set forth in the commitment. If BUYER does not so object, BUYER shall be deemed to have accepted the conditions of the title. It is agreed that if the title of said premises is not marketable, or cannot be made so within 5 business day(s) after notice containing a written statement of defect is delivered to SELLER, BUYER'S Earnest Money deposit will be returned to BUYER and SELLER shall pay for the cost of title insurance cancellation fee, escrow and legal fees, if any.

(B). TITLE COMPANY: The parties agree that First American Title Company located at 7311 Potomac Dr. shall provide the title policy and preliminary report of commitment.

(C). STANDARD COVERAGE OWNER'S POLICY: SELLER shall within a reasonable time after closing furnish to BUYER a title insurance policy in the amount of the purchase price of the premises showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this Agreement to be discharged or assumed by BUYER unless otherwise provided herein. The risk assumed by the title company in the standard coverage policy is limited to matters of public record. BUYER shall receive a ILTA/ALTA Homeowner's Policy of Title Insurance. A title company, at BUYER's request, can provide information about the availability, desirability, coverage and cost of various title insurance coverages and endorsements. If BUYER desires title coverage other than that required by this paragraph, BUYER shall instruct Escrow Holder in writing and pay any increase in cost unless otherwise provided herein.

(D). EXTENDED COVERAGE LENDER'S POLICY (Mortgagee policy): The lender may require that BUYER (Borrower) furnish an Extended Coverage Lender's Policy. This extended coverage lender's policy considers matters of public record and additionally insures against certain matters not shown in the public record. This extended coverage lender's policy is solely for the benefit of the lender and only protects the lender.

9. MECHANIC'S LIENS - GENERAL CONTRACTOR DISCLOSURE STATEMENT NOTICE: BUYER and SELLER are hereby notified that, subject to Idaho Code §45-525 et seq., a "General Contractor" must provide a Disclosure Statement to a homeowner that describes certain rights afforded to the homeowner (e.g. lien waivers, general liability insurance, extended policies of title insurance, surety bonds, and sub-contractor information). The Disclosure Statement must be given to a homeowner prior to the General Contractor entering into any contract in an amount exceeding $2,000 with a homeowner for construction, alteration, repair, or other improvements to real property, or with a residential real property purchaser for the purchase and sale of newly constructed property. Such disclosure is the responsibility of the General Contractor and it is not the duty of your agent to obtain this information on your behalf. You are advised to consult with any General Contractor subject to Idaho Code §45-525 et seq. regarding the General Contractor Disclosure Statement.

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PROPERTY ADDRESS: 2 acres Featherville ID#: 81335456

10. INSPECTION:

(A). BUYER chooses ☐ to have inspection ☒ not to have inspection. If BUYER chooses not to have inspection skip lines 142 to 160. BUYER shall have the right to conduct inspections, investigations, tests, surveys and other studies at **BUYER'S expense**. BUYER shall, within na business day(s) of acceptance, complete these inspections and give to SELLER written notice of disapproved of items. BUYER is strongly advised to exercise these rights and to make BUYER'S own selection of professionals with appropriate qualifications to conduct inspections of the entire property.

(B). FHA INSPECTION REQUIREMENT, If applicable: "For Your Protection: Get a Home Inspection", HUD 92564-CN must be signed on or before execution of this agreement.

(C). SATISFACTION/REMOVAL OF INSPECTION CONTINGENCIES:

1). If BUYER **does not** within the strict time period specified give to SELLER written notice of disapproved of items, BUYER shall conclusively be deemed to have: (a) completed all inspections, investigations, review of applicable documents and disclosures; (b) elected to proceed with the transaction and (c) assumed all liability, responsibility and expense for repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct.

2). If BUYER **does** within the strict time period specified give to SELLER written notice of items disapproved of, **BUYER shall provide to SELLER pertinent section(s) of written inspection reports**. SELLER shall have na business day(s) in which to **respond in writing**. The SELLER, at their option, may **correct the items** as specified by the **BUYERS** in their letter or may elect not to do so. If the SELLER agrees to correct the items asked for in the BUYERS letter, then both parties agree that they will continue with the transaction and proceed to closing. **This will remove the BUYERS inspection contingency.**

3).If the SELLER elects not to correct the disapproved items, or does not respond in writing within the strict time period specified, then the BUYER(S) have the option of either continuing the transaction without the SELLER being responsible for correcting these deficiencies or giving the SELLER written notice within na business days that they will not continue with the transaction and will receive their Earnest Money back.

4). If BUYER **does not** give such written notice of cancellation within the strict time periods specified, BUYER shall conclusively be deemed to have elected to proceed with the transaction without repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct.

SELLER shall make the property available for all inspections. BUYER shall keep the property free and clear of liens; indemnify and hold SELLER harmless from all liability, claims, demands, damages and costs; and repair any damages arising from the inspections. **No inspections may be made by any governmental building or zoning inspector or government employee without the prior consent of SELLER unless required by local law.**

11. LEAD PAINT DISCLOSURE: The subject property ☐ is ☒ is not defined as "Target Housing" regarding lead-based paint or lead-based paint hazards. If yes, BUYER hereby acknowledges the following: (a) BUYER has been provided an EPA approved lead-based paint hazard information pamphlet, "Protect Your Family From Lead in Your Home", (b) receipt of Seller's Disclosure of Information and Acknowledgment Form and have been provided with all records, test reports or other information, if any, related to the presence of lead-based paint hazards on said property, (c) that this contract is contingent upon BUYERS right to have the property tested for lead-based paint hazards to be completed no later than na or the contingency will terminate, (d) that BUYER hereby ☒ waives ☐ does not waive this right, (e) that if test results show unacceptable amounts of lead-based paint on the premises, BUYER has the right to cancel the contract subject to the option of the SELLER (to be given in writing) to elect to remove the lead-based paint and correct the problem which must be accomplished before closing, (f) that if the contract is canceled under this clause, BUYER'S earnest money deposit will be returned to BUYER.

12. SQUARE FOOTAGE VERIFICATION: BUYER IS AWARE THAT ANY REFERENCE TO THE SQUARE FOOTAGE OF THE REAL PROPERTY OR IMPROVEMENTS IS APPROXIMATE. IF SQUARE FOOTAGE IS MATERIAL TO THE BUYER, IT MUST BE VERIFIED DURING THE INSPECTION PERIOD.

13. SELLER'S PROPERTY DISCLOSURE FORM: If required by Title 55, Chapter 25 Idaho Code SELLER shall within ten (10) days after execution of this Agreement provide to BUYER "SELLER'S Property Disclosure Form" or other acceptable form. BUYER has received the "SELLER'S Property Disclosure Form" or other acceptable form prior to signing this Agreement: ☐ Yes ☐ No ☒ N/A

14. COVENANTS, CONDITIONS AND RESTRICTIONS (CC& R'S): BUYER is responsible to obtain and review a copy of the CC& R's (if applicable). BUYER has reviewed CC& R's. ☐ Yes ☐ No ☒ N/A

15. SUBDIVISION HOMEOWNER'S ASSOCIATION: BUYER is aware that membership in a Home Owner's Association may be required and BUYER agrees to abide by the Articles of Incorporation, By-Laws and rules and regulations of the Association. BUYER is further aware that the Property may be subject to assessments levied by the Association described in full in the Declaration of Covenants, Conditions and Restrictions. BUYER has reviewed Homeowner's Association Documents: ☐ Yes ☐ No ☒ N/A Association fees/dues are $_____ per_____ ☐ BUYER ☐ SELLER ☒ N/A to pay Homeowner's Association **SET UP** and/or property **TRANSFER FEES** of $_____ at closing.

16. "NOT APPLICABLE DEFINED:" The letters "n/a," "N/A," "n.a.," and "N.A." as used herein are abbreviations of the term "not applicable." Where this agreement uses the term "not applicable" or an abbreviation thereof, it shall be evidence that the parties have contemplated certain facts or conditions and have determined that such facts or conditions do not apply to the agreement or transaction herein.

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes PAGE 3 of 6 PAGES

BUYER'S Initials (_____)(_____) Date _____ SELLER'S Initials (_____)(_____) Date _____

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PROPERTY ADDRESS: 2 acres Featherville ID#: 81335456

17. COSTS PAID BY: Costs in addition to those listed below may be incurred by BUYER and SELLER unless otherwise agreed herein, or provided by law or required by lender, or otherwise stated herein. The below costs will be paid as indicated. Some costs are subject to loan program requirements. **SELLER agrees to pay up to $_____ lender required repair costs only.** BUYER or SELLER has the option to pay any lender required repair costs in excess of this amount.

	BUYER	SELLER	Shared Equally	N/A		BUYER	SELLER	Shared Equally	N/A
Appraisal Fee			X		Title Ins. Standard Coverage Owner's Policy		X		
Appraisal Re-Inspection Fee					Title Ins. Extended Coverage Lender's Policy – Mortgagee Policy				X
Closing Escrow Fee			X		Additional Title Coverage				X
Lender Document Preparation Fee				X	Fuel in Tank – Amount to be Determined by Supplier				X
Tax Service Fee				X	Well Inspection				X
Flood Certification/Tracking Fee				X	Septic Inspections				X
Lender Required Inspections				X	Septic Pumping				X
Attorney Contract Preparation Fee				X	Survey				X

18. OCCUPANCY: BUYER ☐ does ☒ does not intend to occupy property as BUYER'S primary residence.

19. FINAL WALK THROUGH: The SELLER grants BUYER and any representative of BUYER reasonable access to conduct a final walk through inspection of the premises approximately 2 calendar day(s) prior to close of escrow, NOT AS A CONTINGENCY OF THE SALE, but for purposes of satisfying BUYER that any repairs agreed to in writing by BUYER and SELLER have been completed and premises are in substantially the same condition as on acceptance date of this contract. SELLER shall make premises available for the final walk through and agrees to accept the responsibility and expense for making sure all the utilities are turned on for the walk through except for phone and cable. If BUYER does not conduct a final walk through, BUYER specifically releases the SELLER and Broker(s) of any liability.

20. RISK OF LOSS: prior to closing of this sale, all risk of loss shall remain with SELLER. In addition, should the premises be materially damaged by fire or other destructive cause prior to closing, this agreement shall be void at the option of the BUYER.

21. CLOSING: On or before the closing date, BUYER and SELLER shall deposit with the closing agency all funds and instruments necessary to complete this transaction. **Closing means the date on which all documents are either recorded or accepted by an escrow agent and the sale proceeds are available to SELLER.** The closing shall be no later than (Date) Sept 30,04
The parties agree that the **CLOSING AGENCY** for this transaction shall be Diane Amon First American title
Located at 7311 Potomac Drive Boise ,Idaho
If a long-term escrow / collection is involved, then the long-term escrow holder shall be _____

22. POSSESSION: BUYER shall be entitled to possession ☒ upon closing or ☐ date _____ time _____ ☐ a.m. ☐ p.m.
Property taxes and water assessments (using the last available assessment as a basis), rents, interest and reserves, liens, encumbrances or obligations assumed and utilities shall be pro-rated as of closing.

23. SALES PRICE INFORMATION: SELLER and BUYER hereby grant permission to the brokers and either party to this Agreement, to disclose sale data from this transaction, including selling price and property address to the local Association / Board of REALTORS®, its members, its members' prospects, appraisers and other professional users of real estate sales data. The parties to this Agreement acknowledge that sales price information compiled as a result of this Agreement may be provided to the County Assessor Office by either party or by either party's Broker.

24. FACSIMILE TRANSMISSION: Facsimile or electronic transmission of any signed original document, and retransmission of any signed facsimile or electronic transmission shall be the same as delivery of an original. At the request of either party or the Closing Agency, the parties will confirm facsimile and electronic transmitted signatures by signing an original document.

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PROPERTY ADDRESS: 2 acres Featherville ID#: 81335456

25. SINGULAR AND PLURAL terms each include the other, when appropriate.

26. BUSINESS DAYS & HOURS A business day is herein defined as Monday through Friday, 8:00 a.m. to 5:00 p.m. in the local time zone where the subject real property is physically located. A business day shall not include any Saturday or Sunday, nor shall a business day include any legal holiday recognized by the state of Idaho as found in Idaho Code § 73-108. The time in which any act required under this agreement is to be performed shall be computed by excluding the date of execution and including the last day. The first day shall be the day after the date of execution. If the last day is a legal holiday, then the time for performance shall be the next subsequent business day.

27. SEVERABILITY: In the case that any one or more of the provisions contained in this Agreement, or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality or unenforceability of the remaining provisions shall not in any way be affected or impaired thereby.

28. ATTORNEY'S FEES: If either party initiates or defends any arbitration or legal action or proceedings which are in any way connected with this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorney's fees, including such costs and fees on appeal.

29. DEFAULT: **If BUYER defaults** in the performance of this Agreement, SELLER has the option of: (1) accepting the Earnest Money as liquidated damages or (2) pursuing any other lawful right or remedy to which SELLER may be entitled. If SELLER elects to proceed under (1), SELLER shall make demand upon the holder of the Earnest Money, upon which demand said holder shall pay from the Earnest Money the costs incurred by SELLER'S Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of title insurance, escrow fees, appraisal, credit report fees, inspection fees and attorney's fees; and said holder shall pay any balance of the Earnest Money, one-half to SELLER and one-half to SELLER'S Broker, provided that the amount to be paid to SELLER'S Broker shall not exceed the Broker's agreed to commission. SELLER and BUYER specifically acknowledge and agree that if SELLER elects to accept the Earnest Money as liquidated damages, such shall be SELLER'S sole and exclusive remedy, and such shall not be considered a penalty or forfeiture. If SELLER elects to proceed under (2), the holder of the Earnest Money shall be entitled to pay the costs incurred by SELLER'S Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of brokerage fee, title insurance, escrow fees, appraisal, credit report fees, inspection fees and attorney's fees, with any balance of the Earnest Money to be held pending resolution of the matter.

If SELLER defaults, having approved said sale and fails to consummate the same as herein agreed, BUYER'S Earnest Money deposit shall be returned to him/her and SELLER shall pay for the costs of title insurance, escrow fees, appraisals, credit report fees, inspection fees, brokerage fees and attorney's fees, if any. This shall not be considered as a waiver by BUYER of any other lawful right or remedy to which BUYER may be entitled.

30. EARNEST MONEY DISPUTE / INTERPLEADER: Notwithstanding any termination of this contract, BUYER and SELLER agree that in the event of any controversy regarding the Earnest Money and things of value held by Broker or closing agency, unless mutual written instructions are received by the holder of the Earnest Money and things of value, Broker or closing agency shall not be required to take any action but may await any proceeding, or at Broker's or closing agency's option and sole discretion, may interpleed all parties and deposit any monies or things of value into a court of competent jurisdiction and shall recover court costs and reasonable attorney's fees.

31. COUNTERPARTS: This Agreement may be executed in counterparts. Executing an agreement in counterparts shall mean the signature of two identical copies of the same agreement. Each identical copy of an agreement signed in counterparts is deemed to be an original, and all identical copies shall together constitute one and the same instrument.

32. REPRESENTATION CONFIRMATION: Check one (1) box in Section 1 and one (1) box in section 2 below to confirm that in this transaction, the brokerage(s) involved had the following relationship(s) with the BUYER(S) and SELLER(S).

Section 1:

- ☐ A. **The brokerage working with the BUYER(S) is acting as an AGENT for the BUYER(S).**
- ☐ B. **The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S), without an ASSIGNED AGENT.**
- ☐ C. **The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S) and has an ASSIGNED AGENT acting solely on behalf of the BUYER(S).**
- ☒ D. **The brokerage working with the BUYER(S) is acting as a NONAGENT for the BUYER(S).**

Section 2:

- ☒ A. **The brokerage working with the SELLER(S) is acting as an AGENT for the SELLER(S).**
- ☐ B. **The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S), without an ASSIGNED AGENT.**
- ☐ C. **The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S) and has an ASSIGNED AGENT acting solely on behalf of the SELLER(S).**
- ☐ D. **The brokerage working with the SELLER(S) is acting as a NONAGENT for the SELLER(S).**

Each party signing this document confirms that he has received, read and understood the Agency Disclosure Brochure adopted or approved by the Idaho real estate commission and has consented to the relationship confirmed above. In addition, each party confirms that the brokerage's agency office policy was made available for inspection and review. EACH PARTY UNDERSTANDS THAT HE IS A "CUSTOMER" AND IS NOT REPRESENTED BY A BROKERAGE UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION.

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