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UNITED STATES BANKRUPTCY COURT

DISTRICT OF IDAHO

In Re: ASA WILLET "BILL" ROARK, Debtor.	Case No. 01-02073 **NOTICE OF HEARING AND TRUSTEE'S MOTION FOR APPROVAL OF SALE OF REAL PROPERTY**

NOTICE OF HEARING

NOTICE IS HEREBY GIVEN that a hearing will be held at **the Bankruptcy Court, 550 West Fort, 5th Floor, Boise, Idaho, on the 22nd day of January, 2002, at 1:30 p.m.** to consider and act upon Trustee's Motion for Approval of Sale of Real Property.

MOTION FOR APPROVAL OF SALE OF REAL PROPERTY

Pursuant to 11 U.S.C. § 363(f), the Trustee moves the Court for approval to sell real property consisting of real property located at 7242 N. Gary Lane, Boise, Idaho ("Property") for $69,000. The Trustee requests that the sale be approved with an order allowing the Property to be sold free and clear of all liens and encumbrances, with payment of certain encumbrances and costs of sale being paid at the closing including the realtor's commission. In support of this Motion the Trustee alleges as follows:

1. The Debtor filed a Chapter 13 bankruptcy petition on July 12, 2001, and included as property of the estate the Property described below. The Chapter 13 Plan has been confirmed by an Order filed October 31, 2001, for the sale of the Property.

2. The Estate has received and accepted an offer in the amount of $69,000, subject to Court approval, for the purchase the Property located at 7242 N. Gary Lane, Boise, Idaho, also legally described as shown on Exhibit "A" hereto. A copy of the Purchase and Sale Agreement is attached as Exhibit "B."

3. The Property is encumbered by a first mortgage in favor of Washington Mutual in an approximate payoff of $25,000 which is proposed to be paid in full at the closing of the sale. The Trustee also proposes to pay property taxes in the approximate amount of $2,836.98, a 6% realtor's commission estimated at $4,140.00, and typical closing costs estimated at $1,242.00. The Trustee estimates that the sale will net a balance of approximately $5,055.02 for the benefit of the estate.

4. The Property is encumbered by two Judgment liens in favor of St. Luke's Regional Medical Center and Sears in the approximate amount of $30,726.00 which are also proposed to be paid in full at the closing of the sale.

5. The Trustee and buyer will select a closing date of the Property at Stewart Title of Boise, Idaho, as soon as practicable if the present motion is granted.

6. In connection with the proposed sale the Trustee also seeks approval and authority for payment of realtor commissions. An application to employ realtor was filed on December 7, 2001, requesting the appointment of Nora Edwards of Prudential Jensen Real Estate and disclosing a proposed realtor commission of 6% at the time of closing. Said realtors have marketed the Property and obtained the present buyer. Trustee recommends that the 6% commission be approved for payment in the amount of $4,140.00 at the closing of the sale as being fair and reasonable and standard in the marketplace.

7. The Trustee's counsel represents that all interested parties were properly notified pursuant to Rule 2002 and Local Rule 2002.1.

8. The Trustee recommends that the Court approve the proposed sale as being in the best interest of the estate and creditors.

Dated this 18 day of December, 2001.

EVANS, KEANE LLP

By _____
Jed W. Manwaring, Of the Firm
Attorneys for Trustee

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 18 day of December, 2001, a true and correct copy of the foregoing document was served by first-class mail, postage prepaid, and addressed to; by fax transmission to; by overnight delivery to; or by personally delivering to or leaving with a person in charge of the office as indicated below:

Asa Willet "Bill" Roark 2010 N. Linder Rd. Meridian, ID 83642	[✓] U.S. Mail [ ] FAX [ ] Overnight Delivery [ ] Hand Delivery
J. Bart Green, III 929 E. 1st St. #2 Meridian, ID 83642	[✓] U.S. Mail [ ] FAX [ ] Overnight Delivery [ ] Hand Delivery
Bernie R. Rakozy POB 1738 Boise, ID 83701	[✓] U.S. Mail [ ] FAX [ ] Overnight Delivery [ ] Hand Delivery
Nora Edward Prudential Jensen Real Estate 1420 W. Washington St. Boise, ID 83702	[✓] U.S. Mail [ ] FAX [ ] Overnight Delivery [ ] Hand Delivery

_____
Jed W. Manwaring

NO WARRANTY DEED

8306401

636 1021

(Optional)
Recorded [ ] Indexed [ ] Mailed [ ] Scanned [ ] Compared [ ] Key Punched [ ] Microfilm [ ] Abstracted [ ] To Tax [ ]

WARRANTY DEED

RICHARD G. RAY and ANNE M. RAY, Husband and Wife GRANTORS
of MERIDIAN County of ADA State of Idaho
hereby CONVEYS, GRANTS and WARRANTS TO ASA W. ROARK and DORI ROARK, Husband and Wife
of MERIDIAN County of ADA GRANTEES
for the sum of Good and valuable consideration Dollars ($)
the following described tract of land in Ada County, State of Idaho:

A parcel of land lying in the NW ¼ of the SW ¼ of Section 1, T3N, R1W, B.M., Ada County, Idaho, and more particularly described as follows:

Beginning at the brass cap marking the SW corner of the said SW ¼ of Section 1; thence N 0° 28' 10" W 1,326.51 feet along the westerly boundary of the said SW ¼ of Section 1, which is also the centerline of Linder Road, to an iron pin marking the SW corner of the said NW ¼ of the SW ¼ of Section 1, thence N 89° 30' 25" east 25.00 feet along the southerly boundary of the said NW ¼ of the SW ¼ of Section 1 to an iron pin on the easterly right-of-way line of Linder Road, also said point being the REAL POINT OF BEGINNING; thence continuing North 89° 30' 25" east 203.00 feet along the said southerly boundary of the NW ¼ of the SW ¼ of Section 1 to an iron pin; thence N 0° 28' 10" west 107.01 feet along a line easterly of and parallel to the said westerly boundary of the SW ¼ of Section 1 to an iron pin; thence S 89° 30' 25" west 203.00 feet along a line northerly of and parallel to the said southerly boundary of the NW ¼ of the SW ¼ of Section 1 to an iron pin on the said easterly right-of-way line of Linder Road; thence S 0°28' 10" east 107.01 feet along the said easterly right-of-way line of Linder Road to the point of beginning. Containing 0.50 acre, more or less.

Grantee's address and location of above described property 2010 North Linder Rd., Meridian, Idaho
House No. Street

WITNESS the hand of said Grantors this 22nd day of July A.D. 19[illegible]

Ada County, Idaho, ss.
Recorded at PRUDENTIAL TITLE
TIME [illegible] AM
DATE [illegible]
JOHN BAGLEY

State of Idaho
County of ADA ss. 22nd day of July A.D. 19[illegible]
personally appeared before me Richard G. and Anne M. Ray
RICHARD G. RAY and ANNE M. RAY, husband and wife
the grantors of the within instrument, who duly acknowledged to me that they executed the same.

Residing at Boise, Idaho
My Commission expires 6-1-1981

MAIL DEED TO
ASA W. AND DORI ROARK

MAIL TAX NOTICE TO:
Name ASA W. AND DORI ROARK
Address
City & State

EXHIBIT
A
"Not legible"

REAL ESTATE PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY

REALTOR®

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

EQUAL HOUSING OPPORTUNITY

ID# 156961

DATE 10-3-00

1. REAL ESTATE OFFICES:
Listing Agency: PROPERTIES
Listing Agent Name: MARGARET ROBERTS
Phone #(office) [illegible] (home) 850-7[illegible] (cell)
Selling Agency: PRUD. JENSEN REAL ESTATE
Selling Agent Name: NORA MOLINARO
Phone #(office) 344-0200 (home) 321-3199

2. BUYER: ROBERT SMITH agrees to purchase, and the undersigned SELLER agrees to sell the following described real estate hereinafter referred to as "PREMISES" COMMONLY KNOWN AS 7[illegible] OLD LAKE LANE City BOISE County ADA Idaho, Zip 83703 (Hereinafter called "BUYER") legally described as: LAKE X BAYOU

3. TOTAL PURCHASE PRICE: SIXTY NINE $ 69,000 payable upon the following TERMS AND CONDITIONS (Not including closing costs): DOLLARS.

4. FINANCIAL TERMS: (Note: A+B+C+D should add up to (or be equal 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 ☒ other TO BE DEPOSITED UPON ACCEPTANCE and a receipt is hereby acknowledged. Earnest Money to be deposited in trust account upon acceptance by all parties and shall be held by: ☐ Listing Broker ☐ Selling Broker ☐ other _____ for the benefit of the parties hereto, and _____ (Broker) shall hold the completely executed Broker's copy of this Agreement. The responsible Broker shall be _____

B. ALL CASH OFFER: ☐ YES ☒ NO If this is an all cash offer do not complete lines 31 through 36, fill blanks with N.A.

$ 63,100 C. NEW LOAN PROCEEDS: This Agreement contingent upon BUYER obtaining: ☐ FHA ☐ VA ☐ CONVEN ☐ IHFA ☐ RD ☐ OTHER _____ FIRST LOAN of $ _____ not including mortgage insurance, with interest not to exceed BEST PREVAILING % for a period of 30 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.

BUYER shall apply for such loan within 4 business day(s) of SELLER's acceptance. Within 10 business days of final acceptance of all parties, BUYER agrees to furnish SELLER with a written loan commitment showing lender approval of credit report, income verification, debt ratios and subject only to satisfactory appraisal and final lender underwriting. If such written commitment is not received by SELLERS within the strict time allowed, SELLERS may at their option cancel this agreement by notifying BUYERS 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.

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. BUYER shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or the condition of the property. BUYER should satisfy himself/herself that the price and condition of the property are acceptable. It is agreed that any item included in section 7 is of nominal value less than $100.

Per phone call 10/4 Buyer has signed original

$ _____ D. ADDITIONAL FINANCIAL TERMS:

☐ Additional financial terms are specified under the heading "ADDITIONAL TERMS AND/OR CONDITIONS" (Section 5).

☐ Additional financial terms are contained in a FINANCING ADDENDUM of same date, attached hereto, signed by both parties.

$ 6,400 E. APPROXIMATE FUNDS DUE AT CLOSING: Cash at closing, not including closing costs, to be paid by BUYER at closing in GOOD FUNDS, which includes: cash, electronic transfer funds, certified check or cashier's check. Any net difference between the approximate balances of the loan(s) shown above, which are to be assumed or taken subject to, and the actual balances of said loan(s) at closing of escrow shall be adjusted in ☐ Cash ☐ Other _____

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 1 of 5 Pages.
BUYER's Initials ( ) ( ) Date 10-3-00 SELLER's Initials ( ) ( ) Date 10-5-00

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EXHIBIT B

PURCHASE & SALES AGREEMENT RE21 PAGE 2

PROPERTY ADDRESS: 7242 N. GARY LANE ID#: 156961

4. ADDITIONAL TERMS AND/OR CONDITIONS:

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

7. 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, 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, built-in and "drop-in" ranges (but excepting all other ranges), fuel tanks and irrigation fixtures and connection with the premises and shall be included in the sale unless otherwise provided herein.
The following additional items are specifically:
A. INCLUDED IN THIS SALE:

B. EXCLUDED IN THIS SALE:

8. 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.

9. TITLE INSURANCE:

(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 4 business day(s) from receipt of the commitment or not less 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 10 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) 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 discovered set out in this Agreement to be discharged or assumed by BUYER. The risk assumed by the title company in the standard coverage policy is limited to matters of public record.

(C) EXTENDED COVERAGE LENDER'S POLICY (Mortgagee policy): The lender will 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.

(D) EXTENDED COVERAGE OWNER'S POLICY: A standard title policy does not cover certain potential problems or risks such as liens (i.e. a legal claim against premises for payment of some debt or obligation, boundary disputes, claims of easement and other matters of claims if they are not of public record at time of closing.) However, under Idaho law, such potential claims against the premises may have become legal obligations before the purchase of the home and yet may not be of public record until after the purchase. It is recommended that BUYER talk to a title company about what it offers in the way of extended coverage title policies and endorsements. This extended coverage owner's policy is for the benefit of the owner and provides similar coverage titles provided by the extended coverage lender's policy.

Extended Coverage Owner's Policy requested ☐ Yes ☒ No. Additional premium paid by: ☐ BUYER ☐ SELLER.

(E) The parties agree that STEWART TITLE Title Company shall provide title policy and preliminary report of commitment.

BUYER and SELLER acknowledge receipt of copy of this page, which consists of Pages 2 of 5 Pages.
BUYER's Initials ( ) ( ) Date 10-3-01 SELLER's Initials ( ) Date 10-5

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PURCHASE & SALE AGREEMENT RE21 PAGE 3

PROPERTY ADDRESS: 7549 N. 64th Street ID#: 15296

10. INSPECTION: BUYER shall have the right to conduct inspections, investigations, tests, surveys and other studies at BUYER'S expense. BUYER may, within ____ business day(s) of acceptance, complete these inspections and give to SELLER written notice of items disapproved of. 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. BUYER's acceptance of the condition of the property is a contingency of this Agreement.

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

BUYER chooses ☐ to have inspection; ☒ not to have inspection. If BUYER chooses not to have inspection skip lines 150 to 167

SATISFACTION/REMOVAL OF INSPECTION CONTINGENCIES:

1. If BUYER does not within the strict time period specified give to SELLER written notice of items disapproved of, 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 contact(s) of written inspection reports. SELLER shall have ____ 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, 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 ____ business days that they will not continue with the transaction and will receive their Earnest Money back.
4. If SELLER does not respond within the strict time period specified, BUYER shall have the right to cancel this agreement in writing.
5. 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.

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.

11. 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

12. 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 BUYER'S right to have the property tested for lead-based paint hazards to be completed no later than _____ 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.

13. FINAL WALK THRU: The SELLER grants BUYER and any representative of BUYER reasonable access to conduct a final walk thru inspection of the Premises approximately ____ 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 thru and agrees to accept the responsibility and expense for making sure all the utilities are turned on. If BUYER does not conduct a final walk thru, BUYER specifically releases the Broker(s) of any liability.

14. 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.

15. 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 interplead all parties and deposit any moneys or things of value into a court of competent jurisdiction and shall recover court costs and reasonable attorney's fees.

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

17. 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 _____

18. 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 voidable at the option of BUYER.

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 3 of 5 Pages.
BUYER's Initials (_____)(_____) Date 10-3-00 SELLER's Initials (DK)(MW) Date 10-5

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BUYER'S INITIALS

PURCHASE & SALES AGREEMENT RE21 PAGE 4

PROPERTY ADDRESS: 7246 N. GARY LANE ID#: 157961

19. BUSINESS DAY: Monday through Friday, excluding Saturday and Sunday, and excluding holidays as defined in Idaho Code, Section 67-5302.

20. 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 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	Not Applicable		BUYER	SELLER	Shared Equally	Not Applicable
Appraisal Fee		✓			Title Ins. Standard Coverage Owner's Policy		✓		
Closing Escrow Fee			✓		Title Ins. Extended Coverage Lender's Policy – Mortgagee Policy	✓			
Credit / Document Preparation Fee	✓				Title Ins. Extended Coverage Owner's Policy (see page 2, 9b)				✓
Flood Certification Fee	✓				Appraisal Re-Inspection Fee		✓		
Flood Insurance Fee				✓	Septic Inspection				✓
Tax Service Fee	✓				Septic Pumping				✓
Assumption Fee				✓	Well Inspection				✓
Loan Origination				✓	Survey		✓		
					Fuel in Fuel Tank – Amount to be Determined by Supplier				✓

21. COUNTERPARTS: This Agreement may be executed in one or more counterparts, each of which is deemed to be an original hereof, and all of which shall together constitute one and the same instrument.

22. ENTIRE AGREEMENT: This Agreement contains the entire Agreement of the parties respecting the matters herein set forth and supersedes all prior Agreements between the parties respecting such matters. No warranties, including, without limitation, any warranty of habitability, agreements or representations not expressly set forth herein shall be binding upon either party.

23. FACSIMILE TRANSMISSION: Facsimile transmission of any signed original document, and retransmission of any signed facsimile 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 transmitted signatures by signing an original document.

24. 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, 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, credit report fees, inspection fees and attorney's fees, with any balance of the Earnest Money to be held pending resolution of the matter.

25. BREACH: 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 BUYER and SELLER shall pay for the costs of title insurance, escrow fees, 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.

26. SALES PRICE INFORMATION: The parties to this Agreement acknowledge that sales price information compiled as a result of this Agreement may be provided to the County Assessor's Office by either party or by either party's Broker.

27. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

28. 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. The closing shall be no later than (Date) UPON CONFIRMATION OF FUNDING CHANGE
The parties agree that the CLOSING AGENCY for this transaction shall be STEWART TITLE
If a long term escrow / collection is involved, then the long-term escrow holder shall be N/A

29. POSSESSION: BUYER shall be entitled to possession ☒ upon closing or ☐ date _____ time _____. 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. 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 prorated as of CLOSING

BUYER and SELLER acknowledge receipt of copy of this page, which consists of Page 4 of 5 Pages.
BUYER's Initials (_____)(_____) Date 10-3-00 SELLER's Initials ([illegible]) Date 10-3

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PURCHASE & SALES AGREEMENT RE21 PAGE 5

PROPERTY ADDRESS: 7242 N. GARY LANE ID#: 156961

29. SPECIAL CONSIDERATIONS AND CONTINGENCIES: This Agreement is made subject to the following special considerations and/or contingencies which must be satisfied prior to closing: APPROVAL OF ZONING CHANGE TO R.S.C. PROPERTY TO BE SURVEYED BY SELLER - OR PROVIDE SURVEY TO BUYER

30. REPRESENTATION CONFIRMATION:
In this transaction, the brokerage(s) involved had the following relationship(s) with the BUYER ("agent" or "nonagent" or "limited dual agent"):

Listing broker acted as a(n) NON-AGENT for the BUYER.

Selling broker acted as a(n) AGENT for the BUYER.

In this transaction, the brokerage(s) involved has the following relationship(s) with the SELLER ("agent" or "nonagent" or "limited dual agent"):

Listing broker acted as a(n) AGENT for the SELLER.

Selling broker acted as a(n) NON AGENT for the SELLER.

Each party signing this document confirms that he or she has received, read and understood the Agency Disclosure Brochure and has elected the relationship confirmed above. In addition, each party confirms that the broker's agency office policy was made available for inspection and review. EACH PARTY UNDERSTANDS THAT HE OR SHE IS A 'CUSTOMER' AND IS NOT REPRESENTED BY A BROKER UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION. Each party signing this document understand that the above confirmation DOES NOT create an agency relationship between the Broker(s) and the BUYER(S)/SELLER(S) and they are a CUSTOMER and NOT REPRESENTED by a Broker UNLESS there is a SEPARATE signed written agreement as required by Idaho statute to create that relationship.

31. ACCEPTANCE: BUYER's offer is made subject to the acceptance of SELLER on or before (Date) 10-4-00 and (Time) 5:00
If SELLER does not accept this Agreement within the time specified, the entire Earnest Money shall be refunded to BUYER on demand.

32. BUYER'S SIGNATURES: I/We further acknowledge receipt of a true copy of this Agreement.

☐ BUYER'S SIGNATURES SUBJECT TO ATTACHED BUYER'S ADDENDUM(S): _____ (Specify number of BUYER addendum(s) attached.)
Robert Hueth by Nora Edward, agent

BUYER Signature _____ BUYER Signature _____

BUYER (Print Name) ROBERT HUETH BUYER (Print Name) _____

Date _____ Time _____ Phone # 853-3342 Date _____ Time _____ Phone # _____

Address _____ Address _____

City _____ State _____ Zip _____ City _____ State _____ Zip _____

33. SELLER'S SIGNATURES:
On this date, I/We hereby approve and accept the transaction set forth in the above Agreement and agree to carry out all the terms thereof on the part of the SELLER. I/We further acknowledge receipt of a true copy of this Agreement signed by both parties.

☒ SELLER'S SIGNATURE(S) SUBJECT TO ATTACHED COUNTER OFFER ☒ SEE ATTACHED COUNTEROFFER

☐ SELLER'S SIGNATURE(S) SUBJECT TO ATTACHED SELLER ADDENDUM/AMENDMENT ☐ SEE ATTACHED ADDENDUM/AMENDMENT

☐ SELLER'S SIGNATURE(S) SUBJECT TO ATTACHED "SELLERS RIGHT TO CONTINUE TO MARKET PREMISES" ADDENDUM

SELLER Signature Asa W. Roark SELLER Signature Dori R. Roark

SELLER (Print Name) Asa W. Roark SELLER (Print Name) _____

Date 10/5/00 Time 3:00pm Phone # 888-6944 Date _____ Time _____ Phone # _____

Address 2010 N. Linder Address _____

City Meridian State ID Zip 83642 City _____ State _____ Zip _____

34. BUYER'S ACKNOWLEDGMENT OF RECEIPT OF FINAL COPY BEARING ALL SIGNATURES:
A true copy of the foregoing Agreement, signed by the SELLER and containing the full and complete description of the premises, is hereby received on Date Oct. 11, 2000 Time _____

BUYER: Robert Hueth BUYER: _____

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 5 of 5 Pages.
BUYER's Initials ([illegible] X) Date 10-5-00 SELLER's Initials ([illegible]) Date 10-5

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RE21 EFFECTIVE DATE AUGUST 1, 1998

REALTOR®

COUNTER OFFER # 1

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

This is a COUNTER OFFER to the Real Estate Purchase and Sale Agreement and Receipt for Earnest Money:

Earnest Money Dated: 156961, 19 ____ ID# 10-3-2000

ADDRESS: 7242 N. Gary Lane, Boise

Buyer(s): Robert Hueth

Seller(s): Asa & Dori Roark

☐ BUYER ☒ SELLER accepts all of the terms and conditions in the above designated agreement with the following changes or amendments:

1. Closing date to be 12-30-2000 or sooner, but upon completion of zoning change

2. Survey cost to be equally shared by buyer & Seller. Up to Dif $1,400 max. Buyer to select survey company - Sellers ½ to be paid thru closing.

3. Subject to Seller wife's approval within seven (7) days.

4) Subject to St Luke's Hospitals approval within fourteen (14) days.

This agreement, upon its execution by both parties, is made an integral part of the aforementioned Agreement. All other terms and conditions to remain the same. The undersigned Buyer(s) reserves the right to withdraw this offer and/or the undersigned Seller(s) reserve the right to withdraw this offer or accept any other offers at any time prior to them or their agent being in receipt of a true copy of signed acceptance of this counter offer. If a signed acceptance is not received on or before 6:00 a.m./p.m. 10/16 2000 this counter offer shall be deemed to have expired.

Dated ____, 19 ____ BUYER [signature]

Time ____ a.m./p.m. BUYER ____

Dated 10/5 2000 SELLER X [signature]

Time 3:00 a.m./p.m. SELLER [signature]

I/We acknowledge receipt of a true signed copy of acceptance.

Dated 10-11-2000 19 __/__ a.m./p.m. BUYER [signature]

Dated 10-12-2000 19 __/__ a.m./p.m. SELLER [signature]

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...R OFFER EFFECTIVE DATE: MARCH 1, 1999

BROKER'S COPY