

Debtor

SCHEDULE A - REAL PROPERTY - AMENDED

Except as directed below, list all real property in which the debtor has any legal, equitable, or future interest, including all property owned as a cotenant, community property, or in which the debtor has a life estate. Include any property in which the debtor holds rights and powers exercisable for the debtor's own benefit. If the debtor is married, state whether husband, wife, or both own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor holds no interest in real property, write "None" under "Description and Location of Property."

Do not include interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If an entity claims to have a lien or hold a secured interest in any property, state the amount of the secured claim. (See Schedule D.) If no entity claims to hold a secured interest in the property, write "None" in the column labeled "Amount of Secured Claim."

If the debtor is an individual or if a joint petition is filed, state the amount of any exemption claimed in the property only in Schedule C - Property Claimed as Exempt.

Description and Location of Property	Nature of Debtor's Interest in Property	Husband, Wife, Joint, or Community	Current Market Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption	Amount of Secured Claim
NONE		-	0.00	0.00

[Faint handwritten notes and stamps]

83

Sub-Total > 0.00 (Total of this page)
 Total > 0.00

0 continuation sheets attached to the Schedule of Real Property

(Report also on Summary of Schedules)

Debtor

SCHEDULE B – PERSONAL PROPERTY

Except as directed below, list all personal property of the debtor of whatever kind. If the debtor has no property in one or more of the categories, place an "x" in the appropriate position in the column labeled "None." If additional space is needed in any category, attach a separate sheet properly identified with the case name, case number, and the number of the category. If the debtor is married, state whether husband, wife, or both own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor is an individual or a joint petition is filed, state the amount of any exemptions claimed only in Schedule C - Property Claimed as Exempt.

Do not list interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If the property is being held for the debtor by someone else, state that person's name and address under "Description and Location of Property."

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Market Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
1. Cash on hand	X			
2. Checking, savings or other financial accounts, certificates of deposit, or shares in banks, savings and loan, thrift, building and loan, and homestead associations, or credit unions, brokerage houses, or cooperatives.	X			
3. Security deposits with public utilities, telephone companies, landlords, and others.	X			
4. Household goods and furnishings, including audio, video, and computer equipment.	X			
5. Books, pictures and other art objects, antiques, stamp, coin, record, tape, compact disc, and other collections or collectibles.	X			
6. Wearing apparel.	X			
7. Furs and jewelry.	X			
8. Firearms and sports, photographic, and other hobby equipment.	X			
9. Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each.	X			

Sub-Total > 0.00
(Total of this page)

2 continuation sheets attached to the Schedule of Personal Property

In re INC. CASCADE BUILDERS - DEVELOPERSCase No. 98-00476

Debtor

SCHEDULE B – PERSONAL PROPERTY
(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Market Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
10. Annuities. Itemize and name each issuer.	X			
11. Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Itemize.	X			
12. Stock and interests in incorporated and unincorporated businesses. Itemize.	X			
13. Interests in partnerships or joint ventures. Itemize.	X			
14. Government and corporate bonds and other negotiable and nonnegotiable instruments.	X			
15. Accounts receivable.	X			
16. Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars.	X			
17. Other liquidated debts owing debtor including tax refunds. Give particulars.		See attached	-	Unknown
18. Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule of Real Property.	X			
19. Contingent and noncontingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust.	X			

Sub-Total > 0.00
(Total of this page)

Sheet 1 of 2 continuation sheets attached
to the Schedule of Personal Property

Debtor

SCHEDULE B - PERSONAL PROPERTY
(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Market Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
20. Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims. Give estimated value of each.	X			
21. Patents, copyrights, and other intellectual property. Give particulars.	X			
22. Licenses, franchises, and other general intangibles. Give particulars.	X			
23. Automobiles, trucks, trailers, and other vehicles and accessories.		See attached	-	3,365.51
24. Boats, motors, and accessories.	X			
25. Aircraft and accessories.	X			
26. Office equipment, furnishings, and supplies.		See attached	-	2,225.12
27. Machinery, fixtures, equipment, and supplies used in business.		See attached	-	2,385.12
28. Inventory.	X			
29. Animals.	X			
30. Crops - growing or harvested. Give particulars.	X			
31. Farming equipment and implements.	X			
32. Farm supplies, chemicals, and feed.	X			
33. Other personal property of any kind not already listed.	X			

Sub-Total >	7,975.75
(Total of this page)	
Total >	7,975.75

Sheet 2 of 2 continuation sheets attached
to the Schedule of Personal Property

(Report also on Summary of Schedules)

Debtor

**AMENDED
SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**

State the name, mailing address, including zip code, and account number, if any, of all entities holding unsecured claims without priority against the debtor or the property of the debtor, as of the date of filing of the petition. Do not include claims listed in Schedules D and E. If all creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report total of all claims listed on this schedule in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules.

Check this box if debtor has no creditors holding unsecured nonpriority claims to report on this Schedule F.

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE	C O D E B T O R	Husband, Wife, Joint, or Community		C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W J C					
Account No. All Idaho Kitchens 146 S. Curtis Boise, ID 83705-1013		-					926.19
Account No. Busy Bee Sand & Gravel, Inc. 1320 South Black Cat Rd. Meridian, ID 83642		-					791.02
Account No. Canyon County Solid Waste 15500 Missouri Ave. Nampa, ID 83686		-					29.85
Account No. City of Caldwell P.O. Box 1177 Caldwell, ID 83606-1177		-					598.33
Subtotal (Total of this page)							2,345.39

2 continuation sheets attached

In re INC. CASCADE BUILDERS - DEVELOPERS

Case No. 98-00476

Debtor

AMENDED
SCHEDULE F – CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
 (Continuation Sheet)

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE	CO-DEBTOR H W J C	Husband, Wife, Joint, or Community	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	DISPUTED			AMOUNT OF CLAIM
				CONTINGENT	UNLIQUIDATED		
Account No. Constantine's 2050 East Chester Rd. Bronx, NY 10461		-					198.50
Account No. Hamilton, Michaelson & Hilly 1303 12th Ave. Rd. Boise, ID 83653		-					130.00
Account No. Henry Insurance Agency 904 12th Ave. South Nampa, ID 83651		-					502.34
Account No. Kare-Free Services 412 41st St., Suite 2 Boise, ID 83714		-					112.50
Account No. U.S. West Communication Salt Lake City, UT 84135-0001		-					831.89

Sheet no. 1 of 2 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims

Subtotal
(Total of this page) **1,775.23**

In re INC. CASCADE BUILDERS - DEVELOPERS

Case No. 98-00476

Debtor

AMENDED
SCHEDULE F – CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
 (Continuation Sheet)

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE	C R E D I T O R S C L A S S I F I C A T I O N	H U S B A N D W I F E J O I N T O R C O M M U N I T Y	D A T E C L A I M W A S I N C U R R E D A N D C O N S I D E R A T I O N F O R C L A I M I F C L A I M I S S U B J E C T T O S E T O F F S O S T A T E	D I S P U T E D			A M O U N T O F C L A I M
				C O N T R I B U T E D	U N L I Q U A T E D	D I S P U T E D	
Account No. Upson Company 4512 E. Ustick Rd. Caldwell, ID 83605		-					110.00
Account No.							
Account No.							
Account No.							
Account No.							

Sheet no. 2 of 2 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims

Subtotal
(Total of this page) 110.00

Total
(Report on Summary of Schedules) 4,230.62

TOOLS & EQUIPMENT

	<u>ORIG COST</u>	<u>PRIOR DEPREC</u>
TRAILER	\$198.00	\$148.96
WOOD FOR TRAILER	54.00	38.82
COMPRESSOR	763.20	294.36
100FT HOSE	174.00	67.10
SHOP VAC	72.00	46.36
MOBILE RADIOS	4464.00	1647.42
SCAFFOLDING	737.40	105.34
TOTALS	<u>\$6,546.60</u>	<u>\$2,385.12</u>

AUTOMOBILES

USED TRAILER	\$499.80	\$176.12
91 CHEV P-UP	7920.00	2922.84
SHELL FOR PICK -UP	764.37	266.55
TOTALS	<u>\$9,184.17</u>	<u>\$3,365.51</u>

OFFICE FURNITURE & FIXTURES

NEW COMPUTER	\$5,310.00	\$2,225.14
TOTAL	<u>\$5,310.00</u>	<u>\$2,225.12</u>

07/18/99

CASCADE BUILDERS-DEVELOPERS INC

Balance Sheet

As of May 15, 1999

May 15, '99

ASSETS

Current Assets

Checking/Savings

1000 · CASH

6,549.16

Total Checking/Savings

6,549.16

Accounts Receivable

1015 · ACCOUNTS RECEIVABLE

3,702.00

1018 · ACCOUNTS RECEIVABLE - RETENTION

11,460.00

Total Accounts Receivable

15,162.00

Other Current Assets

1012 · NOTES RECEIVABLE

23,306.89

1017 · ADVANCES - EMPLOYEES

1,091.48

1020 · DEPOSITS

500.00

1035 · WORK IN PROGRESS

-33,117.91

1051 · HOMES FOR SALE

315,041.35

Total Other Current Assets

306,821.81

Total Current Assets

328,532.97

Fixed Assets

1027 · OFFICE FURN & FIXTURES

5,310.00

1028 · LESS RESERVE FOR DEPREC

-2,225.14

1030 · TOOLS & EQUIPMENT

6,534.60

1031 · LESS RESERVE FOR DEPREC..

-2,385.12

1032 · AUTOMOBILES

9,184.17

1033 · LESS RESERVE FOR DEPREC...

-3,365.51

Total Fixed Assets

13,053.00

TOTAL ASSETS

341,585.97

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Accounts Payable

1999 · ACCOUNTS PAYABLE

-719.22

Total Accounts Payable

-719.22

Other Current Liabilities

2014 · ACCRUED PAYROLL TAXES

0.00

2030 · R/E LOANS PAYABLE - MODELS

233,000.00

2032 · NOTES PAYABLE - CURRENT PORTION

8,650.35

07/18/99

CASCADE BUILDERS-DEVELOPERS INC
Balance Sheet
As of May 15, 1999

	May 15, '99
2040 · 1996 PARADE OF HOMES CREDITS	2,691.00
Total Other Current Liabilities	244,341.35
Total Current Liabilities	243,622.13
Long Term Liabilities	
2045 · ACCOUNTS PAY - PRE-PETITION	166,365.10
2050 · NOTES PAYABLE	16,517.00
2075 · OTHER LIABILITIES	15,595.14
Total Long Term Liabilities	198,477.24
Total Liabilities	442,099.37
Equity	
3010 · RETAINED EARNINGS	-67,345.70
Net Income	-33,167.70
Total Equity	-100,513.40
TOTAL LIABILITIES & EQUITY	<u>341,585.97</u>

07/18/99

CASCADE BUILDERS-DEVELOPERS INC

Profit and Loss

January 1 through May 15, 1999

Jan 1 - May 15, '99

Ordinary Income/Expense	
Income	
3999 · REVENUE	163,000.00
Total Income	163,000.00
Cost of Goods Sold	
4999 · COST OF GOODS SOLD	185,369.97
Total COGS	185,369.97
Gross Profit	-22,369.97
Expense	
6016 · VEHICLE EXPENSE	230.50
6024 · INSURANCE	-404.45
6030 · BANK SERVICE CHARGES	51.58
6033 · COSTS - NOT CHARGED	95.17
6035 · LEGAL & ACCOUNTING	2,533.85
6040 · OFFICE SUPPLIES, STAT & POSTAGE	100.03
6058 · UTILITIES	35.18
6070 · TELEPHONE	273.58
6085 · GENERAL EXPENSE	789.56
Total Expense	3,705.00
Net Ordinary Income	-26,074.97
Other Income/Expense	
Other Income	
7002 · INTEREST INCOME	1,852.00
7003 · GAIN/(LOSS) ON DISPOSAL OF ASSE	-11,306.47
7010 · OTHER INCOME	3,533.40
Total Other Income	-5,921.07
Other Expense	
7000 · INTEREST EXPENSE	521.84
7015 · OTHER DEDUCTIONS	649.82
Total Other Expense	1,171.66
Net Other Income	-7,092.73
Net Income	-33,167.70

07/18/99

CASCADE BUILDERS-DEVELOPERS INC
A/C 1012-4 NOTE RECEIVABLE
As of May 15, 1999

Type	Date	Num	Memo	Amount
SCOTT & SHANNON HAYNES				
General Journal	10/31/97	10-22	ENTRY FEE BAL	23,400.00
General Journal	12/1/97	12-1	NOV PYMT	-2.50
General Journal	12/29/97	12-22	DEC PYMT	-6.52
General Journal	1/14/98	1-1	JAN PYMT	-2.57
General Journal	2/24/98	2-13	FEB PYMT	-2.59
General Journal	3/28/98	3-2	MAR PYMT	-72.61
General Journal	4/27/98	4-3	APR PYMT	-3.15
General Journal	6/15/98	6-1	MAY PYMT	-3.17
Total SCOTT & SHANNON HAYNES				23,306.89
TOTAL				<u>23,306.89</u>

07/18/99

CASCADE BUILDERS-DEVELOPERS INC
A/C 1015 - ACCOUNTS RECEIVABLE
As of May 15, 1999

Type	Date	Num	Memo	Open Balance
SCOTT & SHANNON HAYNES				
General Journal	12/31/98	12-6	PYMTS DUE	3,702.00
Total SCOTT & SHANNON HAYNES				3,702.00
TOTAL				<u>3,702.00</u>

07/18/99

CASCADE BUILDERS-DEVELOPERS INC
A/C 1018 - A/R RETENTION
As of May 15, 1999

Type	Date	Num	Memo	Open Balance
BOISE STATE UNIVERSITY				
#97-158 SOFFIT/FASCIA REPAIR				
General Journal	12/26/97	12-17	FINAL RET	2,872.00
General Journal	12/26/97	12-18	RET #1	1,116.00
Total #97-158 SOFFIT/FASCIA REPAIR				3,988.00
Total BOISE STATE UNIVERSITY				3,988.00
STATE OF IDAHO				
#97-163 SEED LAB/SHOWER ADDITION				
General Journal	12/30/97	12-23	RETENTION	180.00
General Journal	12/11/98	12-1	PYMT #9	6,318.00
General Journal	3/18/99	3-1	PYMT #11	974.00
Total #97-163 SEED LAB/SHOWER ADDITION				7,472.00
Total STATE OF IDAHO				7,472.00
TOTAL				<u>11,460.00</u>

CASCADE BUILDERS-DEVELOPERS INC
A/C 1017 - ACCOUNTS REC - EMPLOYEES
As of December 31, 1998

07/17/99

Type	Date	Num	Memo	Amount
DENNIS POSEY/EMPLOYEE				
Check	5/16/97	64286	ADVANCE	1,500.00
Check	6/21/97	64426	ADVANCE	600.00
Check	7/7/97	64517	ADVANCE	500.00
General Journal	8/18/97	8-16		-965.00
General Journal	8/31/97	8-29	LLOYD LUM	31.48
General Journal	10/11/97	10-5	LOAN FEE	-785.00
Check	12/5/97	65128	SUPPLIES	210.00
Total DENNIS POSEY/EMPLOYEE				<u>1,091.48</u>
TOTAL				<u>1,091.48</u>



Above the Crowd!



RE/MAX
of Nampa/Caldwell
Independently Owned and Operated
Dean E. Powers
Sales Associate/Top Producer
100% Club
1015 Caldwell Blvd.
Nampa, ID 83651
Business: (208) 467-4455
Fax: (208) 467-3355
Residential: (208) 467-4455

YOU ARE RECEIVING A FAX FROM RE/MAX OF NAMPA/CALDWELL!!

FACSIMILE COVER SHEET

TO: Stuart

OF: _____

FAX # (____) 338-7289

DATE: _____ TIME: _____

RE: _____

FROM: Dean

OF: RE/MAX OF NAMPA/CALDWELL

FAX # (208) 467-3355

PHONE # (208) 467-4455 OR (208) 388-1212

TOTAL # OF PAGES INCLUDING COVER SHEET: _____

IF YOU HAVE ANY DIFFICULTIES WITH THE TRANSMISSION OF THIS FAX, PLEASE CONTACT US IMMEDIATELY AT 467-4455.

THANK YOU FOR DOING BUSINESS WITH "CANYON COUNTY'S BEST"
RE/MAX OF NAMPA/CALDWELL

This will have to be renewed before we can close.

RE/MAX of Nampa/Caldwell
1015 Caldwell Blvd.
Nampa, Idaho 83651
Office: (208) 467-4455
Office: (208) 888-1212
Fax: (208) 467-3355
Each Office Independently Owned and Operated



Order No.: AT- 99019972 JG

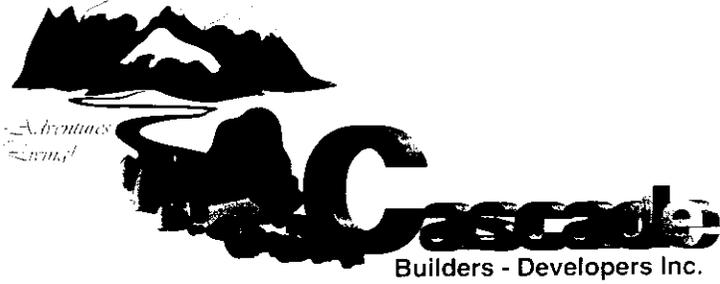
17. A Small Claims Judgment for \$1,298.34, and any other amounts due thereunder recorded JANUARY 22, 1998, as Instrument No. 9802208, Official Records.
Plaintiff CASCADE BUILDERS-DEVELOPERS, INC.
Defendant DENNIS POSEY
Case No. CV97-05067
Judgment Entered NOVEMBER 13, 1997

END OF SCHEDULE B-SECTION 2

07/18/99

CASCADE BUILDERS-DEVELOPERS INC
A/C 1020 DEPOSITS
As of May 15, 1999

Type	Date	Num	Memo	Amount
PIONEER TITLE CO.				
Check	6/12/95	3555	DEP ON LOT P...	3,800.00
General Journal	8/1/95	8-1		-3,800.00
Check	10/4/95	3863	LOT 60 BLK 9	300.00
Check	10/4/95	3863	LOT 24 BLK 4	300.00
Check	11/15/95	4054	LOT 24 BLK 4	300.00
Check	11/15/95	4055	LOT 9 BLK 10	300.00
Check	5/15/96	4758	LOT 10 BLK 9 ...	500.00
General Journal	5/18/96	5-6	LOT 9 BLK 10 ...	-600.00
Check	10/3/96	5620	DEP ON IOWA ...	500.00
General Journal	8/25/97	8-26	HOGI YOGI	500.00
General Journal	9/15/97	9-10	HOGI YOGI	-500.00
General Journal	1/31/98	1-19		-1,100.00
Total PIONEER TITLE CO.				500.00
TOTAL				<u>500.00</u>



January 29, 1998

Phyllis Westhusin
 1517 E. Iowa Ave,
 Nampa, Idaho 83686

Re: Deposit held in
 PN 41084

We hereby request that you authorize Pioneer Title Co. Nampa to release the above referenced deposit. We could not proceed with the purchase of your property as we could not get Final Plat approval from the City of Nampa.

Our offer was contingent upon Final Plat Approval and Recording of Final Map.

RECEIVED FROM		ORDER NUMBER	
Cascade Builders - Developers		PN 41084	
		DATE	
		10/3/96	
FUNDS REC'D.	ACCOUNT NO.	DESCRIPTION	AMOUNT
CH#5630		Closing Costs	500.00
		Westhusin to Cascade Builders	
PIONEER TITLE COMPANY OF CANYON COUNTY 100 - 10th Ave. South Nampa, Idaho 83651 - (208) 466-6100		REC'D. BY CASHIER	APV'L. INITIALS
		DATE	DEPOSIT FOR COLLECTION
		INITIALS	MGR'S. APV'L.
			TOTAL
			500.00
		REC'D BY	
		RECEIPT NUMBER	
			52332

Checks are received on the condition that the proceeds, when collected, less collection charges, if any, will be credited to the above account.

10/15/98
10/15/98
10/15/98

10/15/98

10/15/98

10/15/98

10/15/98
10/15/98
10/15/98

10/15/98

10/15/98
10/15/98

As of 10/15/98

10/15/98
10/15/98
10/15/98
10/15/98
10/15/98

124,120.82 TOTAL PAYMENT

9.00% Annual Percentage Rate

10% Total Payment will be received by the pay off date
\$3,40 extra interest cost by 10/15/98 for each additional day
after the above pay off date

If multiple parties share in the pay off payment, be
sure the individual payments add up to the TOTAL PAYMENT.

Requested By: Sheila B PION
*EUPON PAYOFF IN FULL OF HIS COCAIN
WARRANTY DEED NUMBER Cascade Builders
10 Haynes WILL BE RECORDED.*
*Commissions Paid to Nampa Realty & Remax

Thank you.

PRINCE FITH COMPANY
OF CANYON COUNTY
100 10TH AVE SOUTH
NAMPA ID 83651



EVIDENCE OF INSURANCE FOR MORTGAGEE INTERESTS

Coverage afforded by the policy is provided by:

- Fire Insurance Exchange
- Mid-Century Insurance Company
- Farmers Insurance Exchange
- The Company designated on the reverse side as number 6

Mortgagee Name and Address

FIRST SECURITY BANK/CASCADE BUILDERS-
DEVELOPERS INC. - STEWART RUDORFER
ITS SUCCESSORS AND/OR ASSIGNS
103 12TH AVE S.
NAMPA, ID 83651

Loan Number: _____

Policy Number: 915863618

Named Insured Address

SCOTT AND SHANNON HAYNES
3616 WHEELER CIRCLE
NAMPA, ID 83686

Second Mortgagee: _____

Location of Premises (If other than shown above)

This form is not the contract of insurance. It is a memorandum of coverage limited to mortgagee interests and applicable to the dwelling building or Mobile Home at the location above. The provisions of the policy will prevail in all respects.

Inception Date 10/10/97 Renewal Date 10/10/98

Expiration Date NONE (If "none", the policy will be renewed automatically subject to the forms then current, for each succeeding policy period, and is subject to termination by this company only after written notice to the Insured, to the Mortgagee, and to all other interested parties.)

- POLICY TYPE:**
- ACCIDENTAL DIRECT PHYSICAL LOSS (Special Form) Special Form Homeowner; Protector Plus Homeowner; Landlords Protector; Townhouse Owner; HO-8; DF-3; DP-3; Special Form Mobile Homeowner
 - BROAD (Broad Form) Condominium Owner; DF-2; DP-2, Additional Extended Coverage
 - FIRE, E.C. (Basic Form) Basic Homeowner; Actual Cost Basic; HO-A; DF-1; DP-1; Basic Form Mobile Homeowner
 - V & MM

EXAMPLES OF TYPES OF POLICIES

POLICY LIMIT OF LIABILITY: Dwelling Building or Mobile Home Protection \$ 110,000
 Deductible Applicable to Dwelling or Mobile Home \$ 500 All Insured Perils

Total Annual Policy Premium \$ 184.00 Paid Please Remit

Forms and Endorsements Applicable at Inception

- 438 BFU NS (copy on reverse side)

CLOSING STATEMENT

3616 WHEELER CIRCLE, NAMPA, IDAHO 83687

BUYERS COSTS:

Purchase Price	\$131,400.00
Mortgage Amount	\$123,400.00
Down Payment (Due 10-10-97)	\$ 8,000.00
Escrow Setup Fee	\$ 147.00
Doc Fee	\$ 200.00
Total Due From Buyer	\$ 8,347.00

SELLERS COSTS

Purchase Price	\$131,400.00
Mortgage Amount	\$123,400.00
Down Payment	\$ 8,000.00
Escrow Setup Fee	\$ 147.00
Real Estate Commission (NAMPA REALTY)	\$ 2,000.00
" (Paid on or before 10-10-00)	\$ 1,942.00
Real Estate Commission (REMAX)	\$ 1,314.00
" (Paid on or before 10-10-00)	\$ 1,314.00
Taxes	\$ 116.34
Doc Fee	\$ 200.00
Total Due to Seller	\$ 4,222.66

Buyer:

Scott & Haynes
SCOTT HAYNES
Shannon Haynes
SHANNON HAYNES

Seller:

Stuart Rudorfer
STUART RUDORFER, PRESIDENT
CASCADE BUILDERS-DEVELOPERS, INC.

Stuart

WARRANTY DEED

CASCADE BUILDERS-DEVELOPERS, INC., STUART RUDORFER President,
GRANTORS, of Nampa, State of Idaho, hereby CONVEY, GRANT and
WARRANT TO, **SCOTT AND SHANNON HAYNES**, husband and wife GRANTEES, of
Nampa, State of Idaho, for good and valuable consideration, the
following described tract of land in Canyon County, State of Idaho,
more particularly described as follows;

Lot 6, Block 2 of Shannon Circle SUB

Subject to all taxes and assessments for the year 1997
and all subsequent years.

Together with all and singular the tenements, hereditaments and
appurtenances thereunto belonging or in anywise appertaining the
reversion and reversions, remainder and remainders, rents, issues
and profits thereof; and all estate, right title and interest in
and to the said property, as well as law as in equity, of the said
parties of the first part.

IN WITNESS the hand of said GRANTOR this 10 day of October,
1997.

Stuart Rudorfer Pres
CASCADE BUILDERS-DEVELOPERS, INC.
STUART RUDORFER, President Grantor

MAIL DEED AND TAX NOTICE TO:
SCOTT AND SHANNON HAYNES
3616 WHEELER CIRCLE
NAMPA, ID 83686

STATE OF IDAHO)
) ss.
County of Canyon)

On this 10th day of October 1997, before me, the undersigned,
a NOTARY PUBLIC in and for the State of IDAHO, **STEWART RUDORFER**,
president of **CASCADE BUILDERS-DEVELOPERS, INC.**, personally
appeared, known to me to be the person whose name is subscribed to
the within and foregoing instrument and acknowledged to me that he
executed the same.

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

(SEAL)

[Signature]

Notary Public for Idaho
Residing at: NAMPA
My Commission Expires:

CONTRACT FOR SALE OF REAL ESTATE

THIS AGREEMENT, made and entered into this 10th day of October, 1997, by and between CASCADE BUILDERS-DEVELOPERS, INC. the party of the first part, hereinafter referred to as "SELLER" and SCOTT HAYNES and SHANNON HAYNES Husband and wife, of Nampa, Idaho, the party of the second part, hereinafter referred to as "BUYER".

W I T N E S S E T H:

That the Seller, for and in consideration of the covenants, agreements and promises, on the part of the Buyer herein contained, agrees to sell, bargain and convey unto the Buyer, and the Buyer agrees to purchase all of that certain parcel situated in the County of Canyon, State of Idaho, and is more particularly described as follows;

Lot 6, Block 2, of SHANNON CIRCLE SUB

Together with all of the tenements, hereditaments thereto, belonging or otherwise appertaining.

Subject to the taxes and assessments for the year 1997 and subsequent years together with the right of way for canals, ditches and public roads as same now exist over and across said property.

PURCHASE PRICE AND TERMS OF PAYMENT:

The Buyer agrees to purchase the said property and to pay the Seller the sum of ONE HUNDRED THIRTY ONE THOUSAND FOUR HUNDRED (\$131,400.00) DOLLARS in lawful money of the United States, to be paid as follows:

A. The sum of EIGHT THOUSAND (\$8,000.00) DOLLARS down payment

in cash, said amount includes earnest money, of lawful current money of the United States of America, due on or before the 10th day of October, 1997.

B. The remaining obligation to the Seller from the Buyer, thereby, becomes the sum of ONE HUNDRED TWENTY THREE THOUSAND FOUR HUNDRED (\$123,400.00) DOLLARS, which said sum shall be paid in equal monthly payments, NINE HUNDRED TWENTY FIVE DOLLARS (\$925.50) AND FIFTY CENTS, INTEREST ONLY PAYMENTS which said sum does not include taxes and insurance, commencing on or before the 10th day of November 1997, and a like payment each and every month thereafter through October 10, 2000 at which time a balloon payment becomes due for the remaining balance. Interest is at the rate of NINE, (9%) per cent, commencing on October 10, 1997. Interest rate is based on a prime rate of EIGHT and ONE-HALF PERCENT (8.5%) as determined by the First Security Bank. In no event shall interest rate drop below NINE (9%) PERCENT during the term of this contract, if prime rate goes up then interest on this contract will increase accordingly. Taxes will be paid by the Buyer as required by the Canyon County Tax Collector. Taxes and Insurance payments will be paid outside of escrow.

The Seller has the right to lien the said property until said sum is paid in full.

The Buyer will pay an additional TWO (\$2.00) to Pioneer Title for a collection fee, for a Total Payment of NINE HUNDRED TWENTY SEVEN (\$927.50) DOLLARS AND FIFTY CENTS. The Seller will also pay a TWO (\$2.00) Collection fee to Pioneer Title, which will be

deducted from the payment made by the buyer.

C. The Buyers shall have, and the Sellers agree, to a "grace period" of 10 days for late payment, with a penalty of FIVE (5%) per cent interest on said late payment.

D. The Buyers shall have the right and privilege to prepay any and all of the remaining balance due hereunder at any time, and interest on the amount so prepaid shall cease as of the date of such prepayment.

E. THE BUYERS UNDERSTAND AND AGREE THAT THE SELLER'S CONSTRUCTION LOAN ON SAID PROPERTY NEEDS TO BE PAID OFF BY SEPTEMBER 5, 1998. STUART RUDORFER, PRESIDENT OF CASCADE BUILDERS-DEVELOPERS, INC., WILL TRY TO SECURE A PERMANENT LOAN ON THE PROPERTY PRIOR TO SEPTEMBER 5, 1998. IF STUART RUDORFER CANNOT SECURE PERMANENT FINANCING ON SAID PROPERTY IT WILL BE THE RESPONSIBILITY OF THE BUYER TO SECURE THEIR OWN FINANCING AT THAT TIME. REAL ESTATE AGENTS NO LIABILITY FOR SPECIFIC PERFORMANCE FOR BUYER OR SELLER, OR EITHER'S ABILITY TO REFINANCE THE CONSTRUCTION LOAN.

TAXES AND ASSESSMENTS:

The Sellers agree to pay and discharge all taxes, dues and assessments of whatever kind and nature, including irrigation charges and assessments for the year 1996 and all prior years to the date of closing; the Buyers agree to pay and discharge all said taxes, dues and assessments of whatever kind or nature for the year 1997 from the day of closing and all subsequent years.

CONVEYANCE:

The Sellers have made, executed and delivered to the Escrow Holder hereinafter named, a good and sufficient Warranty Deed to the said property; and upon payment by the Buyers to the Sellers of the said remaining principal and interest as hereinafter provided, and subject to all terms, conditions and covenants herein, the escrow holder is empowered to deliver to the said Buyers the said Warranty Deed held by it in escrow. The buyer shall execute a Quitclaim deed which will be held in escrow until said sum is paid in full.

EVIDENCE OF TITLE"

IT IS UNDERSTOOD AND AGREED that the Sellers shall furnish a title update showing marketable title to be in the Sellers free and clear from any encumbrances, save and except for the usual reservations contained in Schedule "B" of such title insurance policy, and the existing construction loan for approximately \$99,000.00. The Sellers also agree not to encumber the property as of the date of this agreement.

POSSESSION:

IT IS UNDERSTOOD AND AGREED that Buyers shall be entitled to possession of said premises at the time of closing; Buyers shall be entitled to remain in possession for so long as Buyers have fully conformed with all the provisions of this Agreement and no longer.

ESCROW HOLDER:

IT IS HEREBY UNDERSTOOD AND AGREED by and between the parties that the Sellers shall place in escrow, concurrent with the execution of this Agreement, with Pioneer Title Company, an escrow

company, an executed copy of this Agreement together with a properly executed copy of this Agreement together with a properly executed Warranty Deed to the real estate described herein, which Deed shall be signed and executed by the Sellers and duly acknowledged according to law. The escrow holder is hereby instructed by all parties to deliver the Deed and all other documents pertinent to this transaction to the Buyers upon payment in full of said remaining principal herein, together with interest thereon, in the manner and time set forth in this Agreement.

The parties shall execute escrow instructions to said escrow holder and hereby agree that said instructions shall be an integral part of this Agreement by this reference the same is incorporated herein in full verbatim.

INSURANCE:

The buyers herein specifically agree that they will insure all improvements on said land, with a reliable insurance underwriter against the loss or damage in an amount not less than replacement value. Said policy of insurance shall have a contract of sale or loss payable clause in favor of the Sellers and in the event of loss, any proceeds from such insurance policy shall be used by the parties for restoration and repair of said improvements as the same only relate to the improvements which are insured thereunder or in the event of total loss as the interests of the parties appear at the time of such loss. The Buyers shall be responsible for carrying insurance on their own personal property.

LIENS AND ENCUMBRANCES:

IT IS UNDERSTOOD AND AGREED that the party of the second part, as Buyer, shall not erect any buildings or construct any improvements without first providing sufficient funds for the payment of the same, and the buyers do hereby agree that they will not incur any indebtedness against said property without the express written consent of the Sellers being first had and obtained thereto, and the said Buyers will not suffer nor permit any lien or liens to be placed upon the above described premises or any part or portion thereof, it being understood and agreed that said buyers have no power or authority to incur any indebtedness that might or could become a lien or liens on the above described property or the improvements thereon during the continuance of the Agreement.

REAL ESTATE COMMISSION: Real Estate Commission is to be paid as follows;

1). The sum of TWO THOUSAND DOLLARS (\$2,000.00) at the time of closing, and the remaining amount of ONE THOUSAND NINE HUNDRED FORTY TWO (\$1,942.00) DOLLARS to be paid on or before October 10, 2000 to Nampa Realty. *Provided Buyer complete transaction it is agreed*

2). The SUM OF TWO THOUSAND SIX HUNDRED TWENTY EIGHT (\$2,628.00) DOLLARS to be paid as follows; The sum of ONE THOUSAND THREE HUNDRED FOURTEEN (\$1,314.00) DOLLARS due at the time of closing, and the remainder ONE THOUSAND THREE HUNDRED FOURTEEN DOLLARS (\$1,314.00) due on or before October 10, 2000 to be paid to REMAX. *Provided Buyer complete transaction it is agreed.* SR

3). Real estate agents waive any claims to a lease or rental

commission. Buyers and Sellers authorize real estate agents to disburse proceeds as provided in this Agreement. Real Estate Agents assume no liability for specific performance by either Buyer or Seller in their obligations under this Agreement. A default by either party to this Agreement does not create a refund.

SPECIAL PROVISIONS:

1. Any assent, express or implied, to any waiver of any condition, agreement or covenant herein contained by the parties of the first part shall operate as such only in the specific instance and shall not be deemed to apply to any subsequent breach of any term, condition, agreement or covenant herein contained.

2. The parties of the second part have inspected said premises and are satisfied with the condition thereof and that no representations or warranties have been made to the Buyers of any character, whatsoever, except those set forth in writing in this Agreement, and Buyers in entering into this Agreement are relying wholly upon Buyers' own inspections and judgment.

3. Any notice required between the parties hereto as to any matter arising under or pursuant to this Agreement, including default, shall be in writing and served by certified mail upon the parties to be served at last known address of said parties, on file with the escrow holder herein named.

4. The Buyers shall be entitled to the entire, complete and unhampered possession of said premises as set forth herein, and shall be entitled to such possession without any manner of let or hindrance of or from the Sellers for so long as the said Buyers

performs the covenants, agreements and conditions as set forth herein.

5. The party of the first part as Sellers likewise agree to promptly and faithfully perform each, every and all the agreements, conditions and covenants on their part entered into as set forth on their part to the Buyers each and every year for the duration of this Agreement.

6. Buyers have read and understand the covenants, conditions and restrictions for the Shannon Circle Subdivision and agree not to violate any of the conditions, covenants and restrictions thereof.

7. The parties hereto agree that this contract is not assumable, without the expressed written consent of the seller, and in the event that the Buyers sell the subject premises, the remaining principal shall be paid in full, as this Agreement may not be assigned to another party without the written consent of the Sellers.

8. The parties hereto agree to share equally the attorney's fees for the preparation of this Agreement and the Escrow costs. PROVIDED HOWEVER, That the parties hereto agree that this Agreement was prepared by Kenneth F. White, Chartered, and that Kenneth F. White represented neither party, and provided further that nothing herein contained shall prevent either the Buyer or Seller from seeking legal counsel of their own choosing with regard to their obligations and responsibilities under this Agreement.

9. This Instrument is executed in triplicate originals and

each are hereby declared to be an original for all legal purposes.

10. The Buyers shall have the right during the term of this contract to purchase, sell, or refinance the said property. The Buyers shall also have the home owners exemption during the terms of this contract.

FORFEITURE CLAUSE:

The due performance of all covenants, conditions and agreements on the part of the Buyers is a condition precedent whereon depends the performance of said agreements on the part of the Sellers. In the event of the failure of the Buyers to comply with any of the conditions, covenants and agreements, or any part thereof, on his part entered into, including failure to pay the remaining balance of the principal and interest as specified herein; taxes, water assessments, or any obligation incurred herein, the Sellers shall be released from all obligation at law or equity to transfer and convey said property, or any portion thereof, and in the event of any act or acts of default on the part of the Buyers, they shall relinquish all right under this Agreement, and all monies which they have heretofore paid hereunder shall be deemed and considered as rent for the use and occupancy of said premises and property up to the time of such act or acts of default and as liquidated damages for such default hereunder, and not as penalty. In the case of default the Sellers shall give written notice, and the Buyers shall be given and allowed a period of not more than thirty (30) days to cure any act or acts of default, and the escrow holder shall be authorized and empowered to deliver back

and return to the Sellers the Warranty Deed and all other papers and documents deposited in escrow with the escrow holder, unless such act or acts of default have been cured. After notice thereof is duly given through the escrow holder, the remedy provided herein as to any act or acts of default is not deemed to be mandatory or exclusive and the Sellers shall not be restricted thereto, but shall have and possess any other remedy provided by law, subject to their own election, including but not limited to acceleration of all principal due and payable on demand.

In the event the necessity arises under and pursuant to the terms of this Agreement, for a Notice to Declare Forfeiture or in the event an action is brought to enforce any of the terms or provisions of this Agreement, or to enforce forfeiture thereof for default thereof by either of the parties hereto, the successful party to such action shall be entitled to recover from the losing party reasonable attorney's fees together with such costs as may be authorized by law and set by the court wherein the same is tried.

In the event default is cured within the time limit as set forth hereinabove, after it has been necessary to give notice of Forfeiture, reasonable attorney's fees for said notice shall be a minimum of TWO HUNDRED FIFTY (\$250.00) DOLLARS. The Buyers specifically agree that the cost of preparing and mailing of the Notice of Default as well as the attorney's fees as aforesaid shall be paid by the Buyers and must be paid to the escrow holder at the time the Default set forth in the Notice shall be corrected.

All remedies shall be available to the Sellers for the

enforcement of this Agreement, whether in law or in equity and whether included in this contract, or otherwise.

RECORDING:

It is expressly understood that the original copy of this Agreement is to be executed for escrow purposes, and that neither the sellers nor the Buyers shall record a copy of the same.

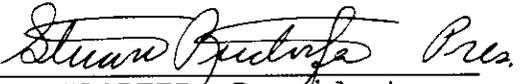
CONSTRUCTION:

The plural, singular and gender of all terms of this Agreement shall be construed to give the obvious meaning to this Agreement.

This Agreement shall enure to and bind the heirs, executors, administrators, and assigns of the parties hereto.

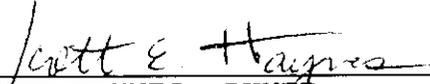
IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the date first above written.

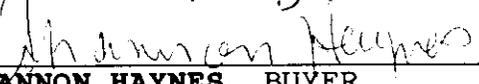
SELLERS:



STUART RUDORFER, President
CASCADE BUILDERS-DEVELOPERS, INC.
SELLER

BUYERS:



SCOTT HAYNES, BUYER,


SHANNON HAYNES, BUYER

STATE OF IDAHO)
)ss
County of Canyon)

On this 11th day of October, 1997, before me, A Notary for the State of IDAHO, County of Canyon, the undersigned, personally appeared **STUART RUDORFER** of Cascade Builders-Developers, Inc., known or identified to me to be the person whose names is subscribed to the foregoing Instrument, and acknowledged to me that he executed the same.

In witness whereof I have hereunto placed my hand and affixed my official seal the day and year first above written.

(SEAL)

NOTARY PUBLIC FOR IDAHO
Residence:Nampa
Commission Expires: 12/31/00

STATE OF IDAHO)
)ss
County of Canyon)

On this 11th day of October, 1997, before me, A Notary for the State of Idaho, County of Canyon the undersigned, personally appeared **SCOTT AND SHANNON HAYES**, known or identified to me to be the persons whose names are subscribed to the foregoing Instrument, and acknowledged to me that they executed the same.

In witness whereof I have hereunto placed my hand and affixed my official seal the day and year first above written.

(SEAL)

NOTARY PUBLIC FOR IDAHO
Residence: NAMPA
Commission Expires: 12/31/00

15. DOCUMENTS IN ESCROW

Enclosed are the following Documents to be placed in escrow:

CONTRACT OF SALE: WARRANTY DEED: QUITCLAIM DEED AND THESE ESCROW INSTRUCTIONS.

16. PAYMENTS OF PRINCIPAL AND INTEREST

A. Interest is to be calculated at the rate of 9 % per annum and shall commence on 10-10-97 and shall be computed on the unpaid principal balance to date of payment each time a payment is made.

B. Principal and interest (including balloon payments) shall be payable as follows:

Must Refinance by 9-5-98; The sum of \$8,000.00 Down, payments of \$927.00 each and every month until 10-10-00 at which time a balloon payment is due for the remaining amount. Taxes and Insurance to be paid annually by the buyer.

C. Check one: [X] All payments shall be credited first to the interest then due, and the balance to the principal. [] Interest shall be paid in addition to principal payments.

17. When you receive the unpaid principal of \$ 123,400.00, and interest for SELLER, you shall deliver all of the above documents except the contract, subsequent assignments, supplemental agreements, and escrow instruction, to BUYER, or his order, and thereby, close your escrow.

18. BUYER [] MAY [X] MAY NOT assign their interest in documents without written consent of Seller. [X] MAY [] MAY NOT prepay at any time.

19. REMITTANCE INSTRUCTIONS

Until further written notice by Seller, payments as received on this escrow shall be remitted as follows:

[] Checking account [] Savings account Account No. _____ In Name of: _____

Financial Institution _____ Address: _____

Other instructions: Send To: Cascade Builders - Developers Inc. 2017 N. Midland Blvd Nampa, Idaho 83651-1744

20. Any instrument or document placed in escrow herewith at this time, or hereafter, is accepted upon the condition that the escrowholder may at its option for any reason, within 15 days from the deposit of such instrument, refuse to accept the same; in which event the escrowholder shall notify all parties hereto in writing of such refusal and shall return such instruments, together with the fee paid in connection therewith to the party or parties depositing the same.

21. It shall be the sole responsibility of the buyer and seller to see that insurance is kept in force on the property and that Real Property taxes are paid in the proper manner and the escrowholder shall have no responsibility or liability for lack or insufficiency of insurance or lack of payment of taxes.

22. The escrowholder shall have a lien upon all monies, papers and properties held by it in connection herewith for any fees, costs or expenses due it hereunder.

23. In case any party shall assign his rights under any documents deposited hereunder, or should any party create in a third party any right, interest, lien or encumbrance under any document deposited hereunder or in the property covered by these escrow instructions, if such assignment or creation of rights in a third party is made without payment of the escrowholder's filing fee, the escrowholder, as a matter of accommodation to the parties will make a reasonable effort to comply with such assignment or creation of rights upon satisfactory notification given to it. The escrowholder shall not, however, be bound by any such notification given it by a party hereto or a third party and shall under no circumstances and in no manner be liable to the parties hereto on any third party, for any damages arising out of or related to its acts connected with such assignment or creation of rights. The escrowholder shall not be held to notice of any restrictions upon or prohibition against any such assignment or creation of rights contained in any document deposited hereunder.

24. We have read the foregoing instructions, understand the contents thereof, and agree that Pioneer Title Company, in the administration of this escrow, is bound only and solely by the foregoing written instructions, and such further written and signed instructions as we may, hereafter, deliver to said company and the same be accepted by it in writing.

IN WITNESS WHEREOF, The undersigned have hereunto set their hands and seals the _____ day of _____

25. SIGNATURES:

x Scott E. Haynes Social Security Number 565-87-133P

3616 COMPLETE ADDRESS (Please Print):

~~3555~~ Whaler Circle

Telephone: 377-4262

x Shannon Haynes Social Security Number 565-19-1740

Telephone: _____

ESCROW INSTRUCTIONS:

To: PIONEER TITLE COMPANY OF CANYON COUNTY

1. The undersigned, in consideration of the premises and the consent of Pioneer Title Company of Canyon County to act as holder of the escrow deposited herewith, have agreed and hereby agree that said company shall receive compensation for acting as escrowholder an initial fee of _____, plus _____ per thousand dollars or parts thereof in the total amount of the transaction which is the subject of this Escrow Agreement, plus a collection charge of _____ per payment unless otherwise specifically stated on endorsement attached hereto. The parties hereto shall be jointly and severally liable for all charges and fees. In the event said escrowholder shall be required to divide the payments, an additional minimum charge of _____ shall be allowed for each division for each payment. There will be an additional filing fee, the amount to be determined by the escrowholder, for any subsequent assignments, amendments, early close out, or additional documents placed with this escrow.

The escrowholder reserves the right to increase the collection charges and the charge for the division of payments on this Escrow at any time by giving written notice of such license to the parties to this escrow by regular mail at the last address left with the escrowholder.

The Pioneer Title Company of Canyon County reserves the right at any time to resign as escrowholder in which case the undersigned parties or their successors in interest at their expense shall promptly select a new or substitute escrowholder to whom Pioneer Title Company of Canyon County may deliver the escrowed documents at no cost to Pioneer Title Company of Canyon County. In the event the undersigned parties have not selected a new or substitute escrowholder within 30 days of the resignation of Pioneer Title Company, the new or substitute escrow holder may be selected by Pioneer Title Company and any cost associated therewith may be deducted from the next payment made on this escrow.

2. It is expressly understood between the parties hereto that said company is to be considered and held as a depositary only, and shall not be responsible or liable in any manner whatsoever for the sufficiency or correctness as to form, manner of execution, or validity of any instrument deposited in this escrow, nor as to the identity, authority, or rights of any person executing the same; also, that said company assumes no responsibility, or is it to be held liable as to the condition of the title to any of the property involved herein, nor as to any assessments, liens or encumbrances against said property; and that its duties hereunder shall be limited to the safekeeping of such money, instruments or other documents received by it as such escrowholder, and for the delivery of the same in accordance with these written escrow instructions; it is further agreed that the company shall in no case or event be liable for the failure of any of the conditions of this escrow or damage or loss caused by the exercise of the company's discretion in any particular manner, or for any other reasons, except gross negligence or willful misconduct with reference to the said escrow.

3. In the event of any disagreement between the parties hereto or any parties interested herein, resulting in adverse claims and demands being made by them or any of them, in connection herewith, upon the escrowholder, said escrowholder shall be entitled at its option to refuse to comply with said demands so long as such disagreement shall continue; and in so refusing, said escrowholder may refuse to deliver any monies, papers or property involved in or affected by this escrow; and in so refusing, the escrowholder shall not be or become liable to the parties to this escrow for its failure and/or refusal to comply with the conflicting or adverse demands of the parties hereto. Further, that the escrowholder shall be entitled to continue to so refrain to act until; a. the parties hereto have reached an agreement in their differences and shall have notified the escrowholder in writing of such agreement, or b. the rights of the parties have been duly adjudicated by a Court of competent jurisdiction.

4. In the event of any disagreement between the parties hereto, or demands or claims being made upon the escrowholder by the parties hereto or interested herein or by any other party, said escrowholder shall have the right to employ legal counsel to advise it and/or represent it in any suit or action brought affecting this escrow or the papers held in connection herewith; and the parties hereto shall be jointly and severally liable to the escrowholder for any and all attorney's fees, costs, and disbursements incurred by said escrowholder in connection herewith, and upon demand shall forthwith pay the same to the escrowholder.

5. Any payment made hereon other than in cash shall be credited on this escrow conditionally, pending the escrowholder's receipt of available funds at par. Should the escrowholder disperse the buyers payment to the seller and the buyers payment, in whatever form it is made, is dishonored for any reason the seller agrees to return the amount of the payment to the escrowholder who shall cancel the payment from the records. In the event the seller does not return the payment, the escrowholder may retain the proceeds of the next payment for reimbursement or take any other appropriate action to recover from either the buyer or seller the amount dispersed together with all costs and attorney fees incurred with collection.

6. In the event that the Sellers shall declare a Default they shall cause to be delivered to the escrowholder. Notification of Default, in duplicate, and as many additional copies as the escrowholder may deem necessary, with instructions to the escrowholder to mail the original of the Notice to the Buyers by registered or certified mail. The duplicate Notice shall be retained with the escrow file.

7. The Buyers agree that should a Notice of Default be forwarded to them as set forth above, the escrowholder shall not be or become liable to the Buyers for the delivery of the escrowed papers to the Sellers, unless they advise the escrowholder in writing within the time allowed in the contract to cure said default, that the terms of the contract are not in default, or that the default has been satisfied.

8. Sellers agree that should a default be declared and Buyers subsequently deposit any monies or papers with the escrowholder to cure said default, the escrowholder may, at its option, refuse to release said monies or papers to the Sellers until the Sellers acknowledge to the escrowholder that the default is satisfied or cancelled.

9. Defaults regarding Deeds of Trust shall be handled by the trustee thereof pursuant to the applicable statutes of the State of Idaho. Pioneer Title shall provide escrowed documents to said trustee, upon written request and receipt of a copy of the recorded *Notice of Default*. All matters of default must be cured through the trustee. In the event a default on Deed of Trust is cured through the Trustee, Pioneer Title shall be provided a copy of the Rescission of Default prior to accepting any subsequent payments from buyer. It shall be the responsibility of Seller to notify Pioneer Title in writing of any such default or rescission thereof and Pioneer Title will not consider an escrow account in default until such time as Seller has provided Pioneer Title with written notification that foreclosure proceedings have been initiated through the Trustee. Pioneer Title shall not be responsible for any damages arising out of