

Uldaho Law

Digital Commons @ Uldaho Law

Idaho Supreme Court Records & Briefs, All

Idaho Supreme Court Records & Briefs

10-19-2017

Valiant Idaho, LLC v. North Idaho Resorts, LLC Clerk's Record v. 5 Dckt. 44583

Follow this and additional works at: [https://digitalcommons.law.uidaho.edu/
idaho_supreme_court_record_briefs](https://digitalcommons.law.uidaho.edu/idaho_supreme_court_record_briefs)

Recommended Citation

"Valiant Idaho, LLC v. North Idaho Resorts, LLC Clerk's Record v. 5 Dckt. 44583" (2017). *Idaho Supreme Court Records & Briefs, All*. 7027.

https://digitalcommons.law.uidaho.edu/idaho_supreme_court_record_briefs/7027

This Court Document is brought to you for free and open access by the Idaho Supreme Court Records & Briefs at Digital Commons @ Uldaho Law. It has been accepted for inclusion in Idaho Supreme Court Records & Briefs, All by an authorized administrator of Digital Commons @ Uldaho Law. For more information, please contact annablaine@uidaho.edu.

Vol. **5** of **85**
IN THE

**SUPREME COURT
OF THE
STATE OF IDAHO**

ISC #44583, 44584, 44585
Bonner #CV2009-1810

Valiant Idaho, LLC
Cross-Claimant/Respondent

vs.

**North Idaho Resorts
JV, LLC
VP Incorporated**
Cross-Defendants/Appellants

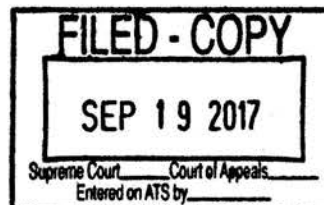
CLERK'S RECORD ON APPEAL

*Appealed from the District Court of the First Judicial District
of the State of Idaho, in and for the County of Bonner*

Richard L. Stacey
Jeff R. Sykes
Chad M. Nicholson
827 East Park Boulevard, Suite 201
Boise, Idaho 83712
Attorneys for Respondents

Gary A. Finney
120 East Lake Street, Suite 317
Sandpoint, Idaho 83864
Attorney for Appellant JV

Daniel M. Keyes
Susan P. Weeks
1626 Lincoln Way
Coeur d'Alene, Idaho 83814
Attorneys for Appellants VP and North Idaho Resorts



VOLUME V

44583

TABLE OF CONTENTS

Title Page	Vol. I - 1
Clerk's Record on Appeal.....	Vol. I - 2
Table of Contents.....	Vol. I - 3
Index	Vol. I - 34
ROA Report for Case CV2009-1810 – printed May 10, 2017.....	Vol. I - 65
Supreme Court Order re: 44583 - Consolidating Appeal nos. 44583, 44584 and 44585 – filed 11/04/2016	Vol. I - 166
Supreme Court Order re: 44584 - Consolidating Appeal nos. 44583, 44584 and 44585 – filed 11/04/2016	Vol. I - 168
Supreme Court Order re: 44585 - Consolidating Appeal nos. 44583, 44584 and 44585 – filed 11/04/2016	Vol. I - 170
Complaint – filed 10/13/2009	Vol. I - 172
Acknowledgment of Service of Summons and Complaint (VP Inc.) – filed 04/07/2010	Vol. I - 197
Acknowledgment of Service of Summons and Complaint (North Idaho Resorts, LLC) – filed 04/07/2010	Vol. II - 199
Special Appearance on Behalf of Defendant Pensco Trust Co., Custodian FBO Barney Ng – filed 05/24/2010	Vol. II - 201
Answer, Counterclaims, Cross-claims and Third Party Complaint of Defendant ACI Northwest, Inc. – filed 08/09/2010	Vol. II - 204
Special Appearance on Behalf of Defendant Mortgage Fund '08, LLC – filed 10/05/2010	Vol. II - 228
Notice of Appearance – filed 10/14/2010	Vol. II - 233
Reply by R.E. Loans, LLC to Cross-claim by ACI Northwest, Inc. – filed 02/04/2011.....	Vol. II - 237
Affidavit of Service – filed 03/11/2011	Vol. II - 244
R.E. Loans, LLC's Answer to Complaint – filed 04/21/2011.....	Vol. II - 245
Order Granting Leave for Withdrawal of Attorney – filed 05/18/2011	Vol. II - 260
Substitution of Counsel – filed 08/29/2011	Vol. II - 264
Administrative Order – filed 09/27/2011	Vol. II - 267
Stay Order (R.E. Loans, LLC) – filed 09/29/2011.....	Vol. II - 275
Stay Order (Mortgage Fund '08, LLC) – filed 09/29/2011.....	Vol. II - 284
Notice of Appearance – filed 09/29/2011	Vol. II - 290
Assignment of District Court Cases – filed 11/15/2011	Vol. II - 295
Wells Fargo's Motion to Dismiss with Prejudice – filed 01/23/2012.....	Vol. II - 298

Affidavit of Stanley J. Tharp in Support of Defendant Wells Fargo’s Motion to Dismiss with Prejudice – filed 01/23/2012	Vol. II - 302
Order Granting Defendant Wells Fargo’s Motion to Dismiss with Prejudice – filed 03/16/2012	Vol. II - 312
R.E. Loans, LLC’s Request to Lift the Automatic Stay – filed 06/28/2012	Vol. II - 317
Order Granting R.E. Loans, LLC’s Request to Lift Automatic Stay – filed 08/24/2012	Vol. II - 325
Order Dismissing all Claims with Prejudice against Interstate Concrete and Asphalt Company – filed 09/13/2012	Vol. II - 330
R.E. Loans, LLC’s Motion to Lift Automatic Stay (Mortgage Fund ’08 LLC) – filed 06/26/2013	Vol. II - 336
Memorandum in Support of R.E. Loans, LLC’s Motion to Lift Automatic Stay (Mortgage Fund ’08 LLC) – filed 06/26/2013	Vol. III - 339
Affidavit of Richard L. Stacey in Support of R.E. Loans, LLC’s Motion to Lift Automatic Stay – filed 06/26/2013	Vol. III - 343
R.E. Loans, LLC’s Motion for Entry of Default (Genesis Golf Builders) – filed 08/12/2013	Vol. III - 362
Affidavit of Richard L. Stacey in Support of R.E. Loans, LLC’s Motion for Entry of Default (Genesis Golf Builders) – filed 08/12/2013	Vol. III - 365
Order Granting R.E. Loans, LLC’s Motion to Lift Automatic Stay (Mortgage Fund ’08 LLC) – filed 08/12/2013	Vol. III - 374
R.C. Worst & Company, Inc.’s Motion for Entry of Default (Genesis Golf Builders) – filed 08/14/2013	Vol. III - 378
Default Judgment (Genesis Golf Builders) – filed 08/15/2013	Vol. III - 383
Order for Entry of Default (Genesis Golf Builders) – filed 08/15/2013	Vol. III - 386
Clerk’s Entry of Default (Genesis Golf Builders) – filed 08/15/2013	Vol. III - 389
Order for Entry of Default (Genesis Golf Builders, Inc.) – filed 08/29/2013	Vol. III - 392
Clerk’s Entry of Default (Genesis Golf Builders, Inc.) – filed 08/29/2013	Vol. III - 397
Default Judgment (Genesis Golf Builders) – filed 08/29/2013	Vol. III - 402
North Idaho Resorts, LLC’s Motion for Entry of Default (Genesis Golf Builders) – filed 10/25/2013	Vol. III - 407
Affidavit of Susan P. Weeks in Support of North Idaho Resorts, LLC’s Motion for Entry of Default (Genesis Golf Builders) – filed 10/25/2013	Vol. III - 412
Order for Entry of Default (Genesis Golf Builders) – filed 11/01/2013	Vol. III - 423
Default Judgment (Genesis Golf Builders) – filed 11/01/2013	Vol. III - 428
Clerk’s Entry of Default (Genesis Golf Builders) – filed 11/01/2013	Vol. III - 433
R.E. Loans, LLC’s Motion for Summary Judgment Against Cross-Claimant ACI Northwest, Inc. – filed 04/29/2014	Vol. III - 438
R.E. Loans, LLC’s Memorandum in Support of its Motion for Summary Judgment Against Cross-claimant ACI Northwest, Inc. – filed 04/29/2014	Vol. III - 441

Declaration of Chad M. Nicholson in Support of R.E. Loans, LLC's Motion for Summary Judgment Against Cross-claimant ACI Northwest, Inc. – filed 04/29/2014	Vol. IV - 451
R.E. Loans, LLC's Motion for Summary Judgment Against Cross-Claimant R.C. Worst & Company, Inc. – filed 04/29/2014	Vol. IV - 488
R.E. Loans, LLC's Memorandum in Support of its Motion for Summary Judgment Against Cross-claimant R.C. Worst & Company, Inc. – filed 04/29/2014	Vol. IV - 491
Declaration of Richard L. Stacey in Support of R.E. Loans, LLC's Motion for Summary Judgment Against Cross-claimant R.C. Worst & Company, Inc. – filed 04/29/2014	Vol. IV - 498
Affidavit of Farley Dakan in Support of R.E. Loans, LLC's Motions for Summary Judgment – filed 04/29/2014	Vol. IV - 532
Affidavit of Charles Reeves in Support of R.E. Loans, LLC's Motions for Summary Judgment – filed 04/29/2014	Vol. V - 551
Order Dismissing R.C. Worst & Company, and All Claims, Counterclaims, and Cross Claims thereof Pursuant to Oral Offer of Resolution Advanced to the Court on May 28, 2014 – filed 06/02/2014	Vol. V - 636
Notice of Change of Firm Affiliation – filed 07/18/2014	Vol. V - 643
Findings re: R.E. Loans, LLC's Motions for Summary Judgment Against ACI Northwest, Inc. – filed 07/21/2014	Vol. V - 647
Judgment – filed 07/21/2014	Vol. V - 653
Motion to Substitute Valiant Idaho, LLC in Place of R.E. Loans, LLC as the Real Party in Interest – filed 07/21/2014	Vol. V - 656
Declaration of Richard L. Stacey in Support of Motion to Substitute Valiant, Idaho LLC in Place of R.E. Loans, LLC as the Real Party in Interest – filed 07/21/2014	Vol. V - 674
Order Substituting Valiant Idaho, LLC in Place of R.E. Loans, LLC as the Real Party in Interest – filed 08/07/2014	Vol. V - 667
Motion to Substitute Valiant Idaho, LLC in Place of Wells Fargo Capital Finance, LLC as the Real Party in Interest – filed 08/18/2014	Vol. V - 670
Declaration of Richard L. Stacey in Support of Motion to Substitute Valiant Idaho, LLC in Place of Wells Fargo Capital Finance, LLC as the Real Party in Interest – filed 08/18/2014	Vol. VI - 674
Valiant Idaho, LLC's Counterclaim, Cross-claim and Third Party Complaint for Judicial Foreclosure – filed 08/19/2014	Vol. VI - 739
Summons on Third Party Complaint brought by Third Party Plaintiff Valiant Idaho, LLC [Pend Oreille Bonner Development Holdings, Inc.] – filed 09/03/2014	Vol. VI - 768
Defendant North Idaho Resorts, LLC's Motion to Substitute Valiant Idaho, LLC in Place of Wells Fargo Capital Finance, LLC as the Real Party in Interest – filed 09/04/2014	Vol. VI - 771
Valiant Idaho, LLC's Notice of Intent to Take Default – filed 09/10/2014	Vol. VI - 776
Order Substituting Valiant Idaho, LLC in Place of Wells Fargo Capital Finance, LLC as the Real Party in Interest – filed 09/12/2014	Vol. VI - 781

JV, LLC's Special Appearance Contesting Jurisdiction; and JV, LLC's Answer to Complaint; and JV, LLC's Answer to Valiant Idaho, LLC's Counterclaim, Cross-claim and Third Party Complaint for Judicial Foreclosure; and JV, LLC's Cross-claim; and JV, LLC's Third Party Complaint – filed 09/15/2014	Vol. VII - 784
Answer to Valiant Idaho, LLC's Counterclaim, Cross-claim and Third Party Complaint for Judicial Foreclosure – filed 09/15/2014	Vol. VII - 844
North Idaho Resorts, LLC's Answer to Valiant Idaho, LLC's Counterclaim, Cross-claim and Third Party Complaint for Judicial Foreclosure – filed 09/19/2014	Vol. VII - 860
Valiant Idaho, LLC's Notice of Intent to Take Default – filed 09/25/2014	Vol. VII - 874
Valiant Idaho, LLC's Motion for Entry of Default Against Cross-defendant T-O Engineers, Inc. – filed 09/26/2014	Vol. VII - 879
Declaration of Jeff R. Sykes in Support of Valiant Idaho, LLC's Motion for Entry of Default Against Cross-defendant T-O Engineers, Inc. – filed 09/26/2014	Vol. VII - 884
Order for Entry of Default Against Cross-defendant T-O Engineers, Inc. – filed 09/26/2014	Vol. VII - 896
Clerk's Entry of Default Against Cross-defendant T-O Engineers, Inc. – filed 09/26/2014	Vol. VII - 900
ACI Northwest, Inc.'s Responsive Pleading to Valiant Idaho, LLC's Counterclaim, Cross-Claim, and Third-Party Complaint for Judicial Foreclosure – filed 09/29/2014	Vol. VII - 904
Acceptance of Service by VP, Incorporated of Valiant Idaho, LLC's Counterclaim, Cross-claim and Third Party Complaint for Judicial Foreclosure – filed 10/03/2014	Vol. VII - 908
Valiant Idaho, LLC's Notice of Intent to Take Default – filed 10/03/2014	Vol. VII - 911
Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendant Pend Oreille Bonner Development Holdings, Inc. – filed 10/03/2014	Vol. VII - 913
Declaration of Jeff R. Sykes in Support of Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendant Pend Oreille Bonner Development Holdings, Inc. – filed 10/03/2014	Vol. VIII - 918
Motion to Substitute Valiant Idaho, LLC in Place of Mortgage Fund '08 LLC as the Real Party in Interest – filed 10/06/2014	Vol. VIII - 928
Declaration of Richard L. Stacey in Support of Motion to Substitute Valiant Idaho, LLC in Place of Mortgage Fund '08 LLC as the Real Party in Interest – filed 10/06/2014	Vol. VIII - 933
Motion to Substitute Valiant Idaho, LLC in Place of Pensco Trust Co, as the Real Party in Interest – filed 10/06/2014	Vol. VIII - 941
Declaration of Richard L. Stacey in Support of Motion to Substitute Valiant Idaho, LLC in Place of Pensco Trust Co. as the Real Party in Interest – filed 10/06/2014	Vol. VIII - 946
Order Regarding Disqualification of Judge – filed 10/06/2014	Vol. VIII - 953
VP, Incorporated's Motion to Dismiss Third Party Complaint – filed 10/06/2014	Vol. VIII - 959
Order of Reassignment – filed 10/09/2014	Vol. VIII - 963
Affidavit of Service – filed 10/20/2014	Vol. VIII - 965

Order for Entry of Default Against Third Party Defendant Pend Oreille Bonner Development Holdings, Inc. – filed 10/21/2014	Vol. VIII - 969
Clerk’s Entry of Default Against Third Party Defendant Pend Oreille Bonner Development Holdings, Inc. – filed 10/22/2014	Vol. VIII - 973
Motion for Leave to Amend Answer to Allege a Counterclaim and Cross-claim, and to Serve Third Party Complaint – filed 11/05/2014	Vol. VIII - 977
Memorandum in Opposition to VP, Incorporated’s Motion to Dismiss Third Party Complaint or, in the Alternative, Motion for Leave to Amend Answer to Allege a Counterclaim and Cross-claim, and to Serve Third Party Complaint – filed 11/05/2014	Vol. VIII - 982
Third Party Defendant Idaho Club Homeowner’s Association, Inc.’s Motion and Memorandum to Dismiss Claim Asserted by Third Party Plaintiff JV, LLC – filed 11/07/2014.....	Vol. VIII - 996
Third Party Defendant Panhandle Management, Incorporated’s Motion and Memorandum to Dismiss Claims Asserted by Third Party Plaintiff JV, LLC – filed 11/07/2014.....	Vol. VIII - 1006
Affidavit of Toby McLaughlin in Support of Third Party Defendant Panhandle Management Incorporated’s Motion to Dismiss Claim Asserted by Third Party Plaintiff JV, LLC – filed 11/07/2014	Vol. IX - 1015
Affidavit of Toby McLaughlin in Support of Third Party Defendant Idaho Club Homeowner’s Association Inc.’s Motion to Dismiss Claim Asserted by Third Party Plaintiff JV, LLC – filed 11/07/2014	Vol. IX - 1100
Defendant VP, Incorporated’s Request for Extension of Time to Respond to Valiant Idaho, LLC’s Motion for Leave to Amend Answer to Allege a Counterclaim and Cross-claim, and to Serve Third Party – filed 11/12/2014....	Vol. X - 1153
VP, Incorporated’s Reply on Motion to Dismiss Third Party Complaint and Response to Motion to Amend Pleadings – filed 11/14/2014.....	Vol. X - 1156
Order Granting Valiant Idaho, LLC Leave to Serve its Third Party Complaint – filed 11/19/2014	Vol. X - 1160
Order Granting Valiant Idaho, LLC Leave to Amend Answer to Allege a Counterclaim and Cross-Claim – filed 11/19/2014	Vol. X - 1164
Order Substituting Valiant Idaho, LLC in Place of Pensco Trust Co. as the Real Party in Interest – filed 11/19/2014	Vol. X - 1168
Order Substituting Valiant Idaho, LLC in Place of Mortgage Fund ’08 LLC as the Real Party in Interest – filed 11/19/2014	Vol. X - 1171
Order Denying VP, Incorporated’s Motion to Dismiss Third Party Complaint – filed 11/19/2014	Vol. X - 1174
Stipulation to Entry of Judgment Against Pend Oreille Bonner Development, LLC – filed 11/19/2014	Vol. X - 1178
Stipulation to Entry of Judgment Against Charles W. Reeves and Anna B. Reeves – filed 11/19/2014.....	Vol. X - 1200
Stipulation to Entry of Judgment Against Pend Oreille Bonner Development Holdings, Inc. – filed 11/19/2014	Vol. X - 1221
Complaint for Judicial Foreclosure – filed 11/19/2014	Vol. X - 1242
Order Settling Trial and Pretrial Order – filed 11/20/2014	Vol. X - 1270
Order on Stipulation to Entry of Judgment Against Pend Oreille Bonner Development Holdings, Inc. – filed 11/20/2014	Vol. XI - 1276

Order on Stipulation to Entry of Judgment Against Pend Oreille Bonner Development, LLC – filed 11/20/2014 Vol. XI - 1296

Order on Stipulation to Entry of Judgment Against Charles W. Reeves and Ann B. Reeves – filed 11/20/2014 ... Vol. XI - 1317

Valiant Idaho, LLC’s Motion for Leave to Amend Third Party Complaint to Join an Additional Party – filed 11/24/2014 Vol. XI - 1337

Memorandum in Support of Valiant Idaho, LLC’s Motion for Leave to Amend Third Party Complaint to Join an Additional Party – filed 11/24/2014 Vol. XI - 1371

Cross-defendant, VP, Incorporated’s Request for Extension of Time to Answer or Otherwise Plead to Valiant, LLC’s Amended Answer to Allege a Counter-Claim and Cross-Claim and to Serve Third Party – filed 12/01/2014 Vol. XI - 1377

Order Granting Cross-defendant, VP, Incorporated’s Request for Extension of Time to Answer or Otherwise Plead to Valiant, LLC’s Amended Answer to Allege a Counter-Claim and Cross-Claim and to Serve Third Party – filed 12/03/2014 Vol. XI - 1379

Valiant Idaho, LLC’s Motion for Entry of Default Against Counter-Defendant Genesis Golf Builders, Inc. – filed 12/08/2014 Vol. XI - 1382

Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC’s Motion for Entry of Default Against Counter-Defendant Genesis Golf Builders, Inc. – filed 12/08/2014 Vol. XI - 1387

Valiant Idaho, LLC’s Motion for Entry of Default Against Third Party Defendant Amy Korengut – filed 12/08/2014 Vol. XI - 1394

Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC’s Motion for Entry of Default Against Third Party Defendant Amy Korengut – filed 12/08/2014 Vol. XI - 1399

Affidavit of Non-Military Service in Support of Motion for Entry of Default of Amy Korengut – filed 12/08/2014 Vol. XI - 1409

Valiant Idaho, LLC’s Motion for Entry of Default Against Third Party Defendant Independent Mortgage Ltd. Co. – filed 12/08/2014 Vol. XII - 1414

Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC’s Motion for Entry of Default Against Third Party Defendant Independent Mortgage Ltd. Co. – filed 12/08/2014 Vol. XII - 1419

Valiant Idaho, LLC’s Motion for Entry of Default Against Third Party Defendant C.E. Kramer Crane & Contracting, Inc. – filed 12/08/2014 Vol. XII - 1429

Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC’s Motion for Entry of Default Against Third Party Defendant C.E. Kramer Crane & Contracting, Inc. – filed 12/08/2014 Vol. XII - 1434

Valiant Idaho, LLC’s Motion for Entry of Default Against Third Party Defendant Netta Source, LLC – filed 12/08/2014 Vol. XII - 1444

Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC’s Motion for Entry of Default Against Third Party Defendant Netta Source, LLC – filed 12/08/2014 Vol. XII - 1449

Valiant Idaho, LLC’s Motion for Entry of Default Against Third Party Defendant Montaheno Investments, LLC – filed 12/08/2014 Vol. XII - 1459

Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC’s Motion for Entry of Default Against Third Party Defendant Montaheno Investments, LLC – filed 12/08/2014 Vol. XII - 1464

Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendant Russ Capital Group, LLC – filed 12/08/2014.....	Vol. XII - 1474
Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendant Russ Capital Group, LLC – filed 12/08/2014	Vol. XII - 1479
Valiant Idaho, LLC's Notice of Intent to Take Default – filed 12/08/2014	Vol. XII - 1489
Order for Entry of Default Against Amy Korengut – filed 12/10/2014.....	Vol. XII - 1495
Clerk's Entry of Default Against Amy Korengut – filed 12/10/2014.....	Vol. XII - 1498
Order for Entry of Default Against Montaheno Investments, LLC – filed 12/10/2014	Vol. XII - 1501
Clerk's Entry of Default Against Montaheno Investments, LLC – filed 12/10/2014	Vol. XII - 1504
Order for Entry of Default Against Genesis Golf Builders, Inc. – filed 12/10/2014	Vol. XII - 1507
Clerk's Entry of Default Against Genesis Golf Builders, Inc. – filed 12/10/2014	Vol. XII - 1511
Order for Entry of Default Against C.E. Kramer Crane & Contracting, Inc. – filed 12/10/2014	Vol. XII - 1515
Clerk's Entry of Default Against C.E. Kramer Crane & Contracting, Inc. – filed 12/10/2014	Vol. XII - 1518
Order of Entry of Default Against Russ Capital Group, LLC – filed 12/10/2014	Vol. XII - 1521
Clerk's Entry of Default Against Russ Capital Group, LLC – filed 12/10/2014.....	Vol. XII - 1524
Order for Entry of Default Against Netta Source, LLC – filed 12/10/2014	Vol. XII - 1527
Clerk's Entry of Default Against Netta Source, LLC – filed 12/10/2014	Vol. XII - 1530
VP, Incorporated's Answer to Valiant Idaho, LLC's Counterclaim, Cross-claim and Third-party Complaint for Judicial Foreclosure – filed 12/11/2014	Vol. XII - 1533
Valiant Idaho, LLC's Reply to: (1) JV LLC's Answer to Valiant Idaho, LLC's Counterclaim, Cross-claim and Third-party Complaint for Judicial Foreclosure; and (2) JV LLC's Cross-claim and Third Party Complaint – filed 12/15/2014	Vol. XII - 1541
Stipulation to Entry of Judgment Against First American Title Company of Idaho – filed 12/17/2014	Vol. XIII - 1555
Order on Stipulation to Entry of Judgment Against First American Title Company of Idaho – filed 12/17/2014	Vol. XIII - 1576
Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendant Timberline Investments, LLC – filed 12/22/2014.....	Vol. XIII - 1596
Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendant Timberline Investments, LLC – filed 12/22/2014.....	Vol. XIII - 1601
Stipulation to Entry of Judgment Against Dan S. Jacobson; Sage Holdings, LLC; and Steven G. Lazar – filed 01/02/2015	Vol. XIII - 1611
Order for Entry of Default Against Independent Mortgage Ltd. Co. – filed 01/06/2015	Vol. XIII - 1633
Clerk's Entry of Default Against Independent Mortgage Ltd. Co. – filed 01/06/2015	Vol. XIII - 1636

Order for Entry of Default Against Timberline Investments, LLC – filed 01/06/2015	Vol. XIII - 1639
Clerk’s Entry of Default Against Timberline Investments, LLC – filed 01/06/2015	Vol. XIII - 1642
Order on Stipulation to Entry of Judgment Against Dan S. Jacobson, Sage Holdings LLC and Steven G. Lazar – filed 01/06/2015	Vol. XIII - 1645
Stipulation for Settlement and Dismissal of JV, LLC’s Third Party Complaint Against Idaho Club Homeowner’s Association, Inc. – filed 01/09/2015.....	Vol. XIII - 1666
Stipulation to Entry of Judgment Against Idaho Club Homeowner’s Association, Inc. – filed 01/12/2015.....	Vol. XIII - 1673
Judgment (Dismissal of JV, LLC’s Third Party Complaint Against Idaho Club Homeowner’s Association, Inc.) – filed 01/15/2015	Vol. XIV - 1694
Order on Stipulation to Entry of Judgment Against Idaho Club Homeowner’s Association, Inc. – filed 01/15/2015	Vol. XIV - 1700
Valiant Idaho, LLC’s Motion for Summary Judgment Against JV, LLC; North Idaho Resorts, LLC; and VP, Incorporated – filed 01/20/2015.....	Vol. XIV - 1720
Memorandum in Support of Valiant Idaho, LLC’s Motion for Summary Judgment Against JV, LLC; North Idaho Resorts, LLC; and VP, Incorporated – filed 01/20/2015	Vol. XIV - 1725
Declaration of Jeff R. Sykes in Support of Valiant Idaho, LLC’s Motion for Summary Judgment Against JV, LLC; North Idaho Resorts, LLC; and VP, Incorporated – filed 01/20/2015	Vol. XV - 1747
Declaration of Jeff R. Sykes in Support of Valiant Idaho, LLC’s Motion for Summary Judgment Against JV, LLC; North Idaho Resorts, LLC; and VP, Incorporated (Continued) – filed 01/20/2015	Vol. XVI - 1884
Affidavit of Charles W. Reeves – filed 01/20/2015	Vol. XVII - 1912
Affidavit of Charles W. Reeves (Continued) – filed 01/20/2015	Vol. XVIII - 2039
Notice of Hearing on Valiant Idaho, LLC’s Motion for Summary Judgment Against JV, LLC; North Idaho Resorts, LLC; and VP, Incorporated – filed 01/20/2015	Vol. XVIII - 2070
JV, LLC’s Memorandum in Opposition to Valiant Idaho, LLC’s Motion for Summary Judgment – filed 02/02/2015	Vol. XIX - 2076
JV, LLC’s Memorandum in Opposition to Valiant Idaho, LLC’s Motion for Summary Judgment (Continued) – filed 02/02/2015	Vol. XX - 2210
JV’s Affidavit of James W. Berry Opposing Valiant’s Motion for Summary Judgment – filed 02/02/2015.....	Vol. XX - 2323
JV, LLC’s Motion to Vacate Valiant’s Hearing Date of February 18, 2015 on its Motion for Summary Judgment, Request for Continuance and Request for Hearing on Short Notice – filed 02/02/2015.....	Vol. XX - 2331
Valiant Idaho, LLC’s Motion for Entry of Default Against Third Party Defendant Bar K, Inc. – filed 02/02/2015.....	Vol. XX - 2337
Declaration of Jeff R. Sykes in Support of Valiant Idaho, LLC’s Motion for Entry of Default Against Third Party Defendant Bar K, Inc. – filed 02/02/2015	Vol. XXI - 2342
Order for Entry of Default Against Bar K, Inc. – filed 02/03/2015	Vol. XXI - 2353
Clerk’s Entry of Default Against Bar K, Inc. – filed 02/03/2015	Vol. XXI - 2356

Defendants North Idaho Resorts, LLC and VP Incorporated's Memorandum in Opposition to Valiant Idaho, LLC's Motion for Summary Judgment – filed 02/04/2015	Vol. XXI - 2359
Request for Judicial Notice – filed 02/04/2015	Vol. XXI - 2372
Declaration of Richard Villelli in Opposition to Valiant Idaho, LLC's Motion for Summary Judgment Against JV, LLC and VP, Incorporated – filed 02/04/2015	Vol. XXI - 2392
Stipulation to Entry of Judgment Against Mountain West Bank – filed 02/04/2015	Vol. XXI - 2452
Order on Stipulation to Entry of Judgment Against Mountain West Bank – filed 02/06/2015	Vol. XXII - 2473
Amended Notice of Hearing on Valiant Idaho, LLC's Motion for Summary Judgment Against JV, LLC and VP, Incorporated – filed 02/13/2015	Vol. XXII - 2493
Judgment (Pucci Construction, Inc.) – filed 02/18/2015	Vol. XXII - 2499
Judgment (ACI Northwest, Inc.) – filed 02/18/2015	Vol. XXII - 2502
JV, LLC's First Supplemental Memorandum in Opposition to Valiant Idaho, LLC's Motion for Summary Judgment – filed 02/27/2015	Vol. XXII - 2505
Defendants North Idaho Resorts, LLC and VP, Incorporated's Motion for Enlargement of Time to File Answers and Responses to Discovery Requests Propounded by Valiant Idaho, LLC – filed 03/02/2015	Vol. XXII - 2516
Memorandum in Reply to JV, LLC's Memorandum in Opposition to Valiant Idaho, LLC's Motion for Summary Judgment – filed 03/11/2015	Vol. XXII - 2519
Supplemental Declaration of Jeff R. Sykes in Support of Memorandum in Reply to JV, LLC's Memorandum in Opposition to Valiant Idaho, LLC's Motion for Summary Judgment – filed 03/11/2015.....	Vol. XXII - 2528
Memorandum in Reply to North Idaho Resorts, LLC and VP, Incorporated's Memorandum in Opposition to Valiant Idaho, LLC's Motion for Summary Judgment – filed 03/11/2015	Vol. XXII - 2547
Order Granting Defendants North Idaho Resorts, LLC and VP, Incorporated's Motion for Enlargement of Time to File Answers and Responses to Discovery Requests Propounded by Valiant Idaho, LLC – filed 03/12/2015	Vol. XXII - 2557
Memorandum Decision & Order Granting Valiant Idaho, LLC's Motion for Summary Judgment Against JV, LLC; North Idaho Resorts, LLC; and VP, Incorporated – filed 04/14/2015	Vol. XXII - 2560
JV, LLC's Motion to Alter, Amend and to Reconsider the Court's Memorandum Decision and Order Filed 04/14/2015 and Request for Oral Argument Time/Date for a Hearing; Not Yet to be Set – filed 04/28/2015	Vol. XXII - 2579
Motion for Reconsideration and Clarification – filed 04/29/2015	Vol. XXII - 2596
Defendants North Idaho Resorts, LLC and VP, Incorporated's Motion for Enlargement of Time to File Memorandum in Support of Motion for Reconsideration and Clarification – filed 05/11/2015	Vol. XXII - 2598
Valiant Idaho, LLC's Motion for Entry of Final Judgment – filed 05/20/2015.....	Vol. XXII - 2600
Memorandum in Support of Valiant Idaho, LLC's Motion for Entry of Final Judgment – filed 05/20/2015 ...	Vol. XXII - 2605
Declaration of Jeff R. Sykes in Support of Valiant Idaho, LLC's Motion for Entry of Final Judgment – filed 05/20/2015	Vol. XXIII - 2612

Declaration of C. Dean Shafer in Support of Valiant Idaho, LLC's Motion for Entry of Final Judgment – filed 05/20/2015
Vol. XXIII - 2627

Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendants Frederick J. Grant and Christine Grant –
filed 05/22/2015 Vol. XXIV - 2749

Declaration of Jeff R. Sykes in Support of Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendants
Frederick J. Grant and Christine Grant – filed 05/22/2015 Vol. I - 2751

Declaration of Pamela Lemieux in Support of Valiant Idaho, LLC's Motion for Entry of Default Against Third Party
Defendants Frederick J. Grant and Christine Grant – filed 05/22/2015 Vol. XXIV - 2763

Defendants North Idaho Resorts, LLC and VP Incorporated's Second Motion for Enlargement of Time to File Memorandum
in Support of Motion for Reconsideration and Clarification – filed 05/26/2015 Vol. XXIV - 2771

Order for Entry of Default Against Third Party Defendants Frederick J. Grant and Christine Grant – filed 05/29/2015 Vol.
XXIV - 2773

Clerk's Entry of Default Against Third Party Defendants Frederick J. Grant and Christine Grant – filed 05/29/2015 Vol.
XXIV - 2777

Renewed Motion for Reconsideration and Clarification – filed 06/16/2015 Vol. XXIV - 2781

Memorandum in Support of Renewed Motion for Reconsideration and Clarification – filed 06/16/2015 Vol. XXIV - 2783

Memorandum Decision and Order Granting Motion for Entry of Final Judgment – filed 06/23/2015 Vol. XXIV - 2791

Defendants North Idaho Resorts, LLC and VP, Incorporated's Motion for Enlargement of Time to File Reply to Plaintiff's
Opposition to North Idaho Resorts, LLC and VP, Inc.'s Renewed Motion for Reconsideration and Clarification – filed
07/06/2015 Vol. XXIV - 2799

Memorandum in Opposition to North Idaho Resorts, LLC and VP, Inc.'s Renewed Motion for Reconsideration and
Clarification – filed 07/06/2015 Vol. XXIV - 2804

Memorandum in Opposition to JV, LLC's Motion to Alter, Amend and to Reconsider the Court's Memorandum Decision and
Order Filed 04/14/2015 – filed 07/06/2015 Vol. XXIV - 2820

Reply Memorandum in Support of Renewed Motion for Reconsideration and Clarification – filed 07/07/2015 ... Vol. XXIV -
2837

Objection to Proposed Final Judgment – filed 07/07/2015 Vol. XXIV - 2844

JV, LLC's Objection to Entry of Final Judgment – as Drafted by Valiant; and Request for a Hearing – filed 07/07/2015 Vol.
XXIV - 2847

Memorandum Decision and Order re: 1) JV, LLC; North Idaho Resorts, LLC; and VP, Incorporated's Motions to Reconsider
2) Valiant's Request for Entry of Proposed Final Judgment and Decree of Foreclosure and Sale – filed 07/21/2015 Vol.
XXIV - 2856

Valiant Idaho, LLC's Motion for an Order of Sale of Real Property – filed 07/22/2015 Vol. XXV - 2880

Memorandum in Support of Valiant Idaho, LLC's Motion for an Order of Sale of Real Property – filed 07/22/2015 Vol. XXV
- 2912

Declaration of C. Dean Shafer in Support of Valiant Idaho, LLC's Motion for an Order of Sale of Real Property – filed
07/22/2015 Vol. XXV - 2926

Declaration of Charles W. Reeves in Support of Valiant Idaho, LLC's Motion for an Order of Sale of Real Property – filed 07/22/2015	Vol. XXV - 2959
JV, LLC's Motion to Alter, Amend, and Reconsider the Court's Memorandum Decision and Order re: JV, LLC's Motions to Reconsider, and JV, LLC's Motion for Partial Summary Judgment for Affirmative Relief Concerning JV, LLC's Redemption Deed and as to Valiant's Redemption Deed; and Request for Hearing – filed 07/30/2015	Vol. XXV - 2967
Objection to Motion for an Order of Sale of Real Property – filed 08/04/2015	Vol. XXV - 2981
Declaration of Richard Villelli in Opposition to Valiant Idaho, LLC's Motion for Order of Sale – filed 08/04/2015	Vol. XXVI - 2987
Decree of Foreclosure – filed 08/05/2015	Vol. XXVI - 3075
Judgment – filed 08/05/2015	Vol. XXVI - 3082
JV, LLC's Defendants Trial Exhibit – filed 08/11/2015	Vol. XXVI - 3088
JV, LLC's Motion to Reconsider, Alter, and Amend the Judgment [Rule 11 (b) and Rule 52 (b)]; and Request for Hearing – filed 08/18/2015	Vol. XXVI - 3095
North Idaho Resorts, LLC and VP, Inc.'s Motion to Reconsider and Motion to Alter and Amend Judgment – filed 08/19/2015	Vol. XXVII - 3114
North Idaho Resorts, LLC and VP, Inc.'s Memorandum in Support of Motion to Reconsider and Motion to Alter and Amend Judgment – filed 08/19/2015	Vol. XXVII - 3116
Affidavit of Susan P. Weeks in Support of North Idaho Resorts, LLC and VP, Inc.'s Motion to Reconsider and Motion to Alter and Amend Judgment – filed 08/19/2015	Vol. XXVII - 3133
Valiant Idaho, LLC's Motion to Amend Decree of Foreclosure – filed 08/19/2015	Vol. XXVII - 3240
Memorandum in Support of Valiant Idaho, LLC's Motion to Amend Decree of Foreclosure – filed 08/19/2015	Vol. XXVII - 3244
Valiant Idaho, LLC's Motion to Alter, Amend and/or Reconsider the Order of Sale of Real Property – filed 08/19/2015	Vol. XXVII - 3249
Memorandum in Support of Valiant Idaho, LLC's Motion to Alter, Amend and/or Reconsider the Order of Sale of Real Property – filed 08/19/2015	Vol. XXVIII - 3253
Declaration of Chad M. Nicholson in Support of Valiant Idaho, LLC's Motion to Alter, Amend and/or Reconsider the Order of Sale of Real Property – filed 08/19/2015	Vol. XXVIII - 3276
Declaration of Charles W. Reeves in Support of Valiant Idaho, LLC's Motion to Alter, Amend and/or Reconsider the Order of Sale of Real Property – filed 08/19/2015	Vol. XXVIII - 3280
Declaration of C. Dean Shafer in Support of Valiant Idaho, LLC's Motion to Alter, Amend and/or Reconsider the Order of Sale of Real Property – filed 08/19/2015	Vol. XXVIII - 3301
Notice of Hearing on Valiant Idaho, LLC's Motion to Alter, Amend and/or Reconsider the Order of Sale of Real Property – filed 08/19/2015	Vol. XXVIII - 3329
Notice of Special Appearance – filed 08/21/2015	Vol. XXVIII - 3334
VP Incorporated's Answer to JV, LLC's Cross-Claim – filed 08/21/2015	Vol. XXVIII - 3337

Stipulation for Settlement and for Judgment as Between Defendant VP, Inc. and North Idaho Resorts and the Defendant JV, LLC – filed 08/24/2015	Vol. XXVIII - 3340
Memorandum in Opposition to JV, LLC’s Motion to Alter, Amend and to Reconsider filed 08/18/2015 – filed 08/25/2015	Vol. XXVIII - 3367
Memorandum in Opposition to JV, LLC’s Motion to Alter, Amend and to Reconsider the Court’s Memorandum Decision and Order dated July 21, 2015 – filed 08/26/2015	Vol. XXVIII - 3376
JV’s Supplemental Motion to Alter, Amend, Set Aside the Judgment, Based on Valiant’s Motions to Change the Order of Sale and Change the Decree of Foreclosure Pursuant to Rules 11 (b); 52 (b) and Rule 60 and Notice of Hearing – filed 08/26/2015	Vol. XXIX - 3386
Affidavit of James Berry on Behalf of JV, LLC – filed 08/26/2015	Vol. XXIX - 3401
North Idaho Resorts, LLC and VP, Inc.’s Memorandum in Opposition to Valiant Idaho’s Motion to Amend Degree of Foreclosure and Motion to Alter, Amend and/or Reconsider the Order of Sale of Real Property – filed 08/26/2015	Vol. XXIX - 3413
Declaration of Richard Villelli in Opposition to Valiant Idaho, LLC’s Motion to Alter, Amend and/or Reconsider the Order of Sale – filed 08/26/2015	Vol. XXIX - 3424
Errata to Declaration of Richard Villelli in Opposition to Valiant Idaho, LLC’s Motion to Alter, Amend and/or Reconsider the Order of Sale – filed 08/27/2015	Vol. XXIX - 3487
JV’s Reply to Valiant’s Memorandum in Opposition to JV’s Motion filed on 07/21/2015, and Motions to Strike – filed 08/31/2015	Vol. XXIX - 3499
Order Setting Trial and Pretrial Order – filed 09/03/2015	Vol. XXX - 3521
Memorandum Decision and Order Granting in Part Reconsideration of the July 21, 2015 Memorandum Decision & Order – filed 09/04/2015	Vol. XXX - 3527
JV, LLC’s Request for Clerk’s Minutes and Reporter’s Typed Transcript of Entire Proceeding Including the District Court’s Remarks and Rulings in Open Court on September 2, 2015 – filed 09/08/2015	Vol. XXX - 3533
Valiant Idaho, LLC’s Objection to JV, LLC’s Proposed Judgment Submitted 09/10/2015 (As Between Defendants JV, LLC and North Idaho Resorts, LLC/VP Incorporated) – filed 09/16/2015	Vol. XXX - 3538
Notice re: Proposed Judgment (as Between Defendant VP, Inc. and North Idaho Resorts and the Defendant JV, LLC) – filed 09/17/2015	Vol. XXX - 3545
Order Vacating Decree of Foreclosure Entered on August 5, 2015 – filed 09/17/2015	Vol. XXX - 3549
Order Vacating Judgment Entered on August 5, 2015 – filed 09/17/2015	Vol. XXX - 3552
Subpoena Duces Tecum to First American Tile Company – filed 09/18/2015	Vol. XXX - 3555
Second Subpoena Duces Tecum to First American Title Company – filed 09/18/2015	Vol. XXX - 3620
Valiant Idaho, LLC’s Third Motion for Summary Judgment – filed 09/25/2015	Vol. XXX - 3623
Memorandum in Support of Valiant Idaho, LLC’s Third Motion for Summary Judgment – filed 09/25/2015	Vol. XXXI - 3627
Declaration of Barney Ng in Support of Valiant Idaho, LLC’s Third Motion for Summary Judgment – filed 09/25/2015	Vol. XXXI - 3658

Valiant Idaho, LLC's Objections and Opposition to North Idaho Resorts, LLC and VP, Incorporated's Motion to Reconsider and Motion to Alter and Amend Judgment – filed 10/01/2015	Vol. XXXI - 3721
Affidavit of Service (Sandpoint Title Insurance) – filed 10/05/2015	Vol. XXXI - 3727
Affidavit of Service (First American Title) – filed 10/05/2015	Vol. XXXI - 3729
Affidavit of Service (Second on First American Title) – filed 10/05/2015	Vol. XXXI - 3731
Valiant Idaho, LLC's Motion to Strike Inadmissible Evidence – filed 10/09/2015	Vol. XXXI - 3733
Memorandum in Support of Valiant Idaho, LLC's Motion to Strike Inadmissible Evidence – filed 10/09/2015	Vol. XXXI - 3737
Defendants North Idaho Resorts, LLC and VP, Incorporated's Motion for Enlargement of Time to File Reply to Plaintiff's Opposition to North Idaho Resorts, LLC and VP, Inc.'s Renewed Motion for Reconsideration and Clarification – filed 10/13/2015	Vol. XXXI - 3746
JV, LLC's Objection and Memorandum in Opposition to Valiant Idaho, LLC's Third Motion for Summary Judgment and JV, LLC's Motion to Strike Valiant's Third Motion for Summary Judgment and Notice of Hearing for October 23, 2015 at 1:30 p.m. – filed 10/13/2015	Vol. XXXII - 3748
Affidavit of James Berry on Behalf of JV, LLC in Opposition to Valiant Idaho, LLC's Third Motion for Summary Judgment – filed 10/13/2015	Vol. XXXII - 3778
Declaration of Susan P. Weeks in Opposition to Valiant's Third Motion for Summary Judgment – filed 10/13/2015	Vol. XXXII - 3791
Defendants North Idaho Resorts, LLC and VP Incorporated's Memorandum in Opposition to Valiant Idaho, LLC's Third Motion for Summary Judgment – filed 10/13/2015.....	Vol. XXXII - 3810
Defendants North Idaho Resorts and VP, Incorporated's Motion for Judicial Notice of Barney Ng – filed 10/13/2015	Vol. XXXII - 3823
Declaration of Richard Vilelli in Opposition to Valiant Idaho, LLC's Third Motion for Summary Judgment Against JV, LLC; North Idaho Resorts, LLC; and VP, Incorporated – filed 10/14/2015	Vol. XXXII - 3828
Motion to Strike Memoranda and Declarations/Affidavits in Opposition to Valiant Idaho, LLC's Third Motion for Summary Judgment or, in the Alternative, Motion for Extension of Time to File Reply Memoranda – filed 10/16/2015	Vol. XXXII - 3864
Declaration of Chad M. Nicholson dated October 16, 2015 – filed 10/16/2015.....	Vol. XXXII - 3870
Defendants North Idaho Resorts, LLC and VP, Incorporated's Memorandum in Opposition to Valiant Idaho, LLC's Motion to Strike Inadmissible Evidence – filed 10/16/2015	Vol. XXXII - 3879
JV, LLC's Response to Valiant's Motion to Strike Inadmissible Evidence – filed 10/19/2015	Vol. XXXIII - 3884
Memorandum in Reply to Defendant JV, LLC's Opposition to Valiant Idaho, LLC's Third Motion for Summary Judgment – filed 10/20/2015	Vol. XXXIII - 3892
Memorandum in Opposition to Defendant JV, LLC's Motion to Vacate Valiant's Hearing on October 23, 2015 – filed 10/20/2015	Vol. XXXIII - 3900
Declaration of Barney Ng in Support of Valiant Idaho, LLC's Reply to North Idaho Resorts, LLC's and VP, Incorporated's Opposition to Valiant, Idaho, LLC's Third Motion for Summary Judgment – filed 10/20/2015	Vol. XXXIII - 3906

Motion to Shorten Time to Have Heard Valiant Idaho, LLC’s Second Motion to Strike Inadmissible Evidence – filed 10/20/2015	Vol. XXXIII - 3911
Declaration of Chad M. Nicholson dated October 20, 2015 – filed 10/20/2015.....	Vol. XXXIII - 3914
Memorandum in Reply to North Idaho Resorts, Inc. and VP, Incorporated’s Opposition to Valiant, Idaho, LLC’s Third Motion for Summary Judgment – filed 10/20/2015.....	Vol. XXXIII - 3924
Valiant Idaho, LLC’s Second Motion to Strike Inadmissible Evidence – filed 10/20/2015	Vol. XXXIII - 3940
Memorandum in Support of Valiant Idaho, LLC’s Second Motion to Strike Inadmissible Evidence – filed 10/20/2015	Vol. XXXIII - 3945
Amended Notice of Trial – filed 10/21/2015.....	Vol. XXXIII - 3953
Reply to JV, LLC’s Response to Valiant Idaho, LLC’s Motion to Strike Inadmissible Evidence – filed 10/21/2015..	Vol. XXXIII - 3955
Reply to Defendants North Idaho Resorts, LLC’s and VP, Incorporated’s Memorandum in Opposition to Valiant Idaho, LLC’s Motion to Strike Inadmissible Evidence – filed 10/21/2015	Vol. XXXIII - 3962
JV, LLC’s Response to Valiant’s Most Recent “Filings” and JV, LLC’s Objection Thereto – filed 10/21/2015	Vol. XXXIII - 3972
North Idaho Resorts, LLC and VP, Inc.’s Reply Memorandum in Support of Motion to Reconsider and Motion to Alter and Amend Judgment – filed 10/22/2015.....	Vol. XXXIII - 3982
Motion for Enlargement of Time to File North Idaho Resorts, LLC and VP, Inc.’s Reply Memorandum in Support of Motion to Reconsider and Motion to Alter and Amend Judgment – filed 10/22/2015	Vol. XXXIII - 3986
Errata to Declaration of Susan P. Weeks in Opposition to Valiant’s Third Motion for Summary Judgment – filed 10/22/2015	Vol. XXXIII - 3988
Defendants North Idaho Resorts, LLC and VP, Incorporated’s Memorandum in Opposition to Valiant Idaho, LLC’s Second Motion to Strike Inadmissible Evidence – filed 10/22/2015	Vol. XXXIII - 3990
Defendants North Idaho Resorts, LLC and VP, Incorporated’s Motion to Strike the Declarations of Barney Ng and Chad M. Nicholson – filed 10/22/2015	Vol. XXXIII - 3995
Defendants North Idaho Resorts, LLC and VP, Incorporated’s Memorandum in Support of Motion to Strike the Declarations of Barney Ng and Chad M. Nicholson – filed 10/22/2015	Vol. XXXIII - 3997
Memorandum Decision & Order re: Motions Heard on October 23, 2015 – filed 10/30/2015	Vol. XXXIII - 4000
VP, Inc.’s Expert Witness Disclosure – filed 11/27/2015	Vol. XXXIV - 4020
VP, Inc.’s Lay Witness Disclosure – filed 11/27/2015.....	Vol. XXXIV - 4024
VP, Inc.’s Supplemental Expert Witness Disclosure – filed 12/04/2015	Vol. XXXIV - 4027
Valiant Idaho, LLC’s Motion <i>In Limine</i> re: North Idaho Resorts, LLC and VP, Inc. – filed 12/15/2015	Vol. XXXIV - 4032
Valiant Idaho, LLC’s Motion <i>In Limine</i> re: JV, LLC – filed 12/15/2015.....	Vol. XXXIV - 4034
Memorandum in Support of Valiant Idaho, LLC’s Motion <i>In Limine</i> re: North Idaho Resorts, LLC and VP, Inc. – filed 12/15/2015	Vol. XXXIV - 4036

Memorandum in Support of Valiant Idaho, LLC's Motion <i>In Limine</i> re: North Idaho Resorts, LLC and VP, Inc.(Continued) – filed 12/15/2015	Vol. XXXV - 4036
Memorandum in Support of Valiant Idaho, LLC's Motion <i>In Limine</i> re: JV, LLC – filed 12/15/2015.....	Vol. XXXV - 4051
Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Motions <i>In Limine</i> – filed 12/15/2015	Vol. XXXV - 4057
JV, LLC's Amended Exhibit List and Documents – filed 12/22/2015	Vol. XXXV - 4205
VP, Inc.'s and North Idaho Resorts, LLC's Response to Valiant's Motion <i>In Limine</i> – filed 12/22/2015	Vol. XXXV - 4221
JV, LLC's Objection to Valiant's Motion <i>In Limine</i> – filed 12/23/2015	Vol. XXXV - 4233
Reply Memorandum in Support of Valiant Idaho, LLC's Motion <i>In Limine</i> re: North Idaho Resorts, LLC and VP, Inc. – filed 12/28/2015	Vol. XXXV - 4243
Reply Memorandum in Support of Valiant Idaho, LLC's Motion <i>In Limine</i> re: JV, LLC – filed 12/28/2015	Vol. XXXV - 4253
Declaration of Chad M. Nicholson in Support of Valiant Idaho, LLC's Reply Memoranda re: Motions <i>In Limine</i> – filed 12/28/2015	Vol. XXXV - 4258
Order re: Valiant Idaho LLC's Motions <i>In Limine</i> – filed 12/29/2015	Vol. XXXV - 4266
VP, Inc.'s Amended Supplemental Expert Witness Disclosure – filed 01/08/2016	Vol. XXXV - 4269
VP, Inc.'s Amended Supplemental Expert Witness Disclosure – filed 01/11/2016	Vol. XXXV - 4273
VP, Inc.'s Exhibit List – filed 01/14/2016	Vol. XXXVI - 4278
Valiant Idaho, LLC's Identification of Trial Exhibits – filed 01/14/2016	Vol. XXXVI - 4286
Valiant Idaho, LLC's Identification of Trial Witnesses – filed 01/14/2016	Vol. XXXVI - 4294
VP, Inc.'s Amended Exhibit List – filed 01/15/2016.....	Vol. XXXVI - 4298
Valiant Idaho, LLC's Trial Brief – filed 01/21/2016	Vol. XXXVI - 4306
JV, LLC's Trial Memorandum – filed 01/22/2016	Vol. XXXVI - 4316
JV, LLC's Second Amended Exhibit List and Documents – filed 01/22/2016	Vol. XXXVI - 4363
Valiant Idaho, LLC's Trial Brief – filed 01/25/2016	Vol. XXXVI - 4394
JV, LLC's Third Amended Exhibit List and Documents – filed 01/26/2016	Vol. XXXVI - 4404
VP, Inc.'s Motion to Amend Answer to Assert an Affirmative Defense – filed 01/27/2016	Vol. XXXVII - 4413
JV, LLC's Fourth Amended Exhibit List and Documents – filed 03/11/2016	Vol. XXXVII - 4418
Valiant Idaho, LLC's Closing Argument – filed 03/14/2016	Vol. XXXVII - 4444
Declaration of William Haberman in Support of Valiant Idaho, LLC's Closing Argument – filed 03/14/2016	Vol. XXXVII - 4471
JV, LLC's Motion to Strike the Declaration of William Haberman – filed 04/18/2016.....	Vol. XXXVII - 4476

VP Inc.'s Motion to Strike the Declaration of William Haberman – filed 04/21/2016	Vol. XXXVII - 4482
Memorandum in Support of VP, Inc.'s Motion to Strike the Declaration of William Haberman – filed 04/21/2016 .	Vol. XXXVII - 4484
Order Denying Motions to Strike – filed 04/27/2016	Vol. XXXVII - 4487
JV, LLC's Post Trial Memorandum and Argument – filed 05/12/2016	Vol. XXXVII - 4489
VP's Closing Argument – filed 05/12/2016	Vol. XXXVII - 4535
Valiant Idaho, LLC's Response and Rebuttal to VP, Inc.'s Closing Argument – filed 05/26/2016	Vol. XXXVIII - 4551
Valiant Idaho, LLC's Response and Objections to JV, LLC's Post-trial Memorandum and Argument – filed 05/26/2016	Vol. XXXVII - 4574
Memorandum Decision and Order re: Court Trial held on January 28 and 29, and March 16 and 17, 2016 – filed 05/27/2016	Vol. XXXVII - 4589
Judgment – filed 06/22/2016	Vol. XXXVII - 4619
Judgment (Continued) – filed 06/22/2016	Vol. XXXIX - 4693
Judgment (Continued) – filed 06/22/2016	Vol. XL - 4806
Decree of Foreclosure – filed 06/22/2016	Vol. XL - 4910
Decree of Foreclosure (Continued) – filed 06/22/2016	Vol. XLI - 4940
Valiant Idaho, LLC's Motion for an Order of Sale of Real Property – filed 06/22/2016	Vol. XLI - 4985
Memorandum in Support of Valiant Idaho, LLC's Motion for Order of Sale of Real Property – filed 06/22/2016	Vol. XLI - 4997
Objection to Valiant Idaho's Second Motion for an Order of Sale of Real Property – filed 06/29/2016	Vol. XLI - 5015
Valiant Idaho, LLC's Memorandum of Costs and Attorney's Fees – filed 07/06/2016	Vol. XLI - 5019
Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Memorandum of Costs and Attorney's Fees – filed 07/06/2016	Vol. XLII - 5058
Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Memorandum of Costs and Attorney's Fees – filed 07/06/2016	Vol. XLIII - 5190
Order Requiring Submissions – filed 07/14/2016.....	Vol. XLIII - 5264
Order Vacating Judgment – filed 07/14/2016	Vol. XLIII - 5266
Order Vacating Decree of Foreclosure entered on June 22, 2016 – filed 07/14/2016	Vol. XLIII - 5268
Order re: Sale of Real Property – filed 07/14/2016	Vol. XLIII - 5270
JV, LLC's Proposed Judgment and Decree of Foreclosure and JV, LLC's Request for Additional Time of at Least 14 Days – filed 07/15/2016.....	Vol. XLIII - 5274
Order re: Proposed Judgment and Proposed Decree of Foreclosure – filed 07/18/2016	Vol. XLIII - 5303

JV, LLC's Objection and Motion to Disallow Valiant's Memorandum of Fees and Costs – filed 07/18/2016	Vol. XLIV - 5306
Decree of Foreclosure – filed 07/20/2016.....	Vol. XLIV - 5317
Decree of Foreclosure (Continued) – filed 07/20/2016	Vol. XLV - 5413
VP, Inc.'s Opposition to Valiant Idaho's Memorandum of Costs and Attorney Fees – filed 07/20/2016	Vol. XLV - 5503
JV, LLC's Motion to Alter, Amend and Reconsider re: 1. Memorandum Decision and Order 2. Judgment 3. Decree of Foreclosure 4. Order of Sale, and JV, LLC's Memorandum in Support and Request for Hearing – filed 08/02/2016	Vol. XLV - 5521
Order Denying JV, LLC's Request for Oral Argument – filed 08/03/2016.....	Vol. XLV - 5540
VP, Inc.'s Motion for a New Trial – filed 08/03/2016.....	Vol. XLV - 5542
VP, Inc.'s Motion for New Trial – filed 08/03/2016	Vol. XLV - 5544
Memorandum in Support of VP, Inc.'s Motion for New Trial – filed 08/03/2016.....	Vol. XLV - 5546
Declaration of Weeks in Support of VP, Inc.'s Motion for New Trial – filed 08/03/2016.....	Vol. XLVI - 5550
VP, Inc.'s Motion to Alter, Amend, and Reconsider the Decree of Foreclosure and Judgment – filed 08/03/2016	Vol. XLVI - 5553
Memorandum in Support of VP, Inc.'s Motion to Alter, Amend, and Reconsider the Decree of Foreclosure and Judgment – filed 08/04/2016.....	Vol. XLVI - 5555
Order Denying VP, Inc.'s Request for Oral Argument on Motion to Alter, Amend and Reconsider – filed 08/04/2016	Vol. XLVI - 5575
Valiant Idaho, LLC's Memorandum in Opposition to VP, Inc.'s Motion for a New Trial – filed 08/10/2016	Vol. XLVI - 5577
Valiant Idaho, LLC's Memorandum in Opposition to JV, LLC's Motion to Alter, Amend, and Reconsider re: (1) Memorandum Decision and Order; (2) Judgment; (3) Decree of Foreclosure; and (4) Order of Sale – filed 08/10/2016	Vol. XLVI - 5584
Declaration of Richard Stacey in Support of Valiant Idaho, LLC's Memorandum Responses to VP, Inc.'s and JV, LLC's Objections and Motions to Disallow Memorandum of Costs and Attorney's Fees – filed 08/10/2016 ..	Vol. XLVI - 5591
Valiant Idaho, LLC's Memorandum in Opposition to VP, Inc.'s Motion to Alter, Amend and Reconsider the Decree of Foreclosure and Judgment – filed 08/10/2016.....	Vol. XLVI - 5673
Motion for Sanctions Under IC 12-123 and IRCP 11 – filed 08/10/2016	Vol. XLVI - 5682
Declaration of Richard Stacey in Support of Valiant Idaho, LLC's Motion for Sanctions Under IC 12-123 and IRCP 11 – filed 08/10/2016	Vol. XLVII - 5685
Declaration of Jeff R. Sykes in Support of Valiant Idaho, LLC's Memorandum in Opposition to VP, Inc.'s Motion for a New Trial – filed 08/10/2016.....	Vol. XLVII - 5714
Valiant Idaho, LLC's Memorandum in Opposition to JV, LLC's Objection and Motion to Disallow Memorandum of Costs and Attorney's Fees – filed 08/11/2016.....	Vol. XLVII - 5728
Valiant Idaho, LLC's Memorandum in Response to VP, Inc.'s Objection and Motion to Disallow Memorandum of Costs and Attorney's Fees – filed 08/11/2016.....	Vol. XLVII - 5746

Valiant Idaho, LLC's Memorandum in Support of Motion for Sanctions Under IC 12-123 and IRCP 11 – filed 08/11/2016	Vol. XLVII - 5770
Reply Memorandum to Valiant's Opposition to Motion for New Trial – filed 08/15/2016	Vol. XLVII - 5787
Memorandum Decision and Order Denying JV, LLC's and VP, Incorporated's Motions to Alter, Amend and Reconsider – filed 08/16/2016	Vol. XLVII - 5793
Memorandum Decision and Order Denying JV, LLC's and VP, Incorporated's Motions to Alter, Amend and Reconsider (Continued) – filed 08/16/2016	Vol. XLVIII - 5815
Memorandum Decision Order Awarding Costs and Attorney's Fees to Valiant Idaho, LLC – filed 08/22/2016	Vol. XLVIII - 5829
Judgment re: Costs and Attorneys' Fees – filed 08/22/2016	Vol. XLVIII - 5844
JV, LLC's Response, Objection and Opposition to Plaintiff's Motion for Sanctions – filed 08/24/2016	Vol. XLVIII - 5847
Declaration of Daniel M. Keyes in Support of VP and NIR's Opposition to Valiant Idaho's Motion for Sanctions – filed 08/24/2016	Vol. XLVIII - 5868
Defendant VP, Inc.'s and NIR, LLC's Memorandum in Opposition to Valiant Idaho, LLC's Motion for Sanctions – filed 08/24/2016	Vol. XLVIII - 5886
Memorandum Decision Order Denying VP, Inc.'s Motion for New Trial – filed 08/25/2016	Vol. XLVIII - 5906
JV, LLC's Correction to its Response, Objection and Opposition to Plaintiff's Motion for Sanctions – filed 08/25/2016	Vol. XLVIII - 5920
Memorandum Decision Order Denying Valiant Idaho, LLC's Motion for Sanctions – filed 08/29/2016	Vol. XLVIII - 5925
Notice of Appeal (NIR) – filed 09/09/2016	Vol. IL - 5941
Notice of Appeal (NIR) (Continued) – filed 09/09/2016	Vol. L - 6041
Notice of Appeal by JV, LLC – filed 09/20/2016	Vol. LI - 6137
Notice of Appeal by JV, LLC (Continued) – filed 09/20/2016	Vol. LII - 6267
Writ of Execution – filed 09/21/2016	Vol. LII - 6318
Writ of Execution (Continued) – filed 09/21/2016	Vol. LIII - 6396
Sheriff's Service on Writ of Execution – filed 09/21/2016	Vol. LIII - 6507
Notice of Levy Under Writ of Execution – filed 09/21/2016	Vol. LIII - 6508
Notice of Sheriff's Sale – filed 09/21/2016	Vol. LIV - 6531
Valiant Idaho, LLC's Motion for Relief from Automatic Stay – filed 09/21/2016	Vol. LIV - 6562
Memorandum in Support of Valiant Idaho, LLC's Motion for Relief from Automatic Stay – filed 09/21/2016	Vol. LIV - 6566
Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Motion for Relief from Automatic Stay – filed 09/21/2016	Vol. LIV - 6573

Notice of Denial of Oral Argument for Valiant Idaho, LLC's Motion for Relief from Automatic Stay – filed 09/23/2016	Vol. LIV - 6578
Valiant Idaho, LLC's Request for Additional Transcript and Record on Appeal – filed 09/23/2016	Vol. LIV - 6581
JV, LLC's Objection to Valiant's Motion for Relief from Automatic Stay and Memorandum in Support – filed 09/26/2016	Vol. LIV - 6589
VP, Inc. and NIR, LLC's Memorandum in Opposition to Valiant Idaho, LLC's Motion for Relief from Automatic Stay – filed 09/28/2016	Vol. LIV - 6597
Memorandum in Reply to: (1) JV, LLC's Objection; and (2) VP, Inc. and North Idaho Resorts, LLC's Opposition to Valiant Idaho, LLC's Motion for Relief from Automatic Stay – filed 09/29/2016	Vol. LIV - 6603
Application and Declaration of Richard L. Stacey for Writ of Execution – filed 10/05/2016	Vol. LIV - 6608
Writ of Execution – filed 10/05/2016	Vol. LIV - 6611
Writ of Execution (Continued) – filed 10/05/2016	Vol. LV - 6667
Writ of Execution (Continued) – filed 10/05/2016	Vol. LVI - 6801
Application and Declaration of Richard L. Stacey for Writ of Execution Against North Idaho Resorts, LLC – filed 10/06/2016	Vol. LVI - 6804
Writ of Execution Against North Idaho Resorts, LLC – filed 10/06/2016	Vol. LVI - 6806
Application and Declaration of Richard L. Stacey for Writ of Execution Against JV, LLC – filed 10/06/2016	Vol. LVI - 6812
Writ of Execution Against JV, LLC – filed 10/06/2016	Vol. LVI - 6814
Application and Declaration of Richard L. Stacey for Writ of Execution Against VP, Incorporated – filed 10/06/2016	Vol. LVI - 6820
Writ of Execution Against VP, Incorporated – filed 10/06/2016	Vol. LVI - 6822
Notice of Appeal (VP, Inc.) – filed 10/06/2016	Vol. LVI - 6828
Notice of Appeal (VP, Inc.) (Continued) – filed 10/06/2016	Vol. LVII - 6932
Notice of Amended Appeal (NIR, LLC) – filed 10/06/2016	Vol. LVII - 7031
Notice of Amended Appeal (NIR, LLC) (Continued) – filed 10/06/2016	Vol. LVIII - 7071
Notice of Amended Appeal (NIR, LLC) (Continued) – filed 10/06/2016	Vol. LIX - 7212
Memorandum Decision and Order Granting Valiant Idaho, LLC's Motion for Relief from Automatic Stay – filed 10/07/2016	Vol. LIX - 7230
Valiant Idaho, LLC's Request for Additional Transcript and Record on Appeal – filed 10/07/2016	Vol. LIX - 7238
Application and Declaration of Richard L. Stacey for Writ of Execution Against JV, LLC for Boundary County – filed 10/13/2016	Vol. LIX - 7253
Writ of Execution Against JV, LLC for Boundary County – filed 10/13/2016	Vol. LIX - 7255

Application and Declaration of Richard L. Stacey for Writ of Execution Against North Idaho Resorts, LLC for Boundary County – filed 10/13/2016	Vol. LIX - 7258
Writ of Execution Against North Idaho Resorts, LLC for Boundary County – filed 10/13/2016	Vol. LIX - 7260
Application and Declaration of Richard L. Stacey for Writ of Execution Against VP, Incorporated for Boundary County – filed 10/13/2016	Vol. LIX - 7263
Writ of Execution Against VP, Incorporated for Boundary County – filed 10/13/2016.....	Vol. LIX - 7265
Valiant Idaho, LLC’s Request for Additional Transcript and Record on Appeal – filed 10/20/2016	Vol. LIX - 7268
Valiant Idaho, LLC’s Amended Request for Additional Transcript and Record on Appeal – filed 10/20/2016.....	Vol. I - 7279
Notice of Levy (268811) – filed 10/31/2016	Vol. LIX - 7283
Writ of Execution Against VP, Incorporated for Boundary County (268811) – filed 10/31/2016.....	Vol. LIX - 7285
Notice of Sheriff’s Sale (268812) – filed 10/31/2016.....	Vol. LIX - 7288
Notice of Levy (268813) – filed 10/31/2016	Vol. LIX - 7291
Writ of Execution Against North Idaho Resorts, LLC for Boundary County (268813) – filed 10/31/2016	Vol. LIX - 7294
Notice of Sheriff’s Sale (268814) – filed 10/31/2016.....	Vol. LIX - 7297
Notice of Levy (268815) – filed 10/31/2016	Vol. LIX - 7300
Writ of Execution Against JV, LLC for Boundary County (268815) – filed 10/31/2016	Vol. LIX - 7303
Notice of Sheriff’s Sale (268816) – filed 10/31/2016.....	Vol. LIX - 7306
Cash Bond posted by JV, LLC \$21,154.60 – posted 11/02/2016	Vol. LIX - 7309
JV, LLC’s Motion and Application for Stay of Execution Upon Posting a Cash Deposit by JV, LLC [IAR 13 (b) 15] – filed 11/02/2016	Vol. LIX - 7311
JV, LLC’s Third Party Claim (Idaho Code 11-203) – filed 11/02/2016.....	Vol. LX - 7341
Notice of Hearing – filed 11/03/2016	Vol. LX - 7357
Valiant Idaho, LLC’s Motion Contesting JV, LLC’s Third Party Claim; and Opposition to JV, LLC’s Motion for Stay of Execution – filed 11/03/2016.....	Vol. LX - 7361
Memorandum in Support of Valiant Idaho, LLC’s Motion Contesting JV, LLC’s Third Party Claim; and Opposition to JV, LLC’s Motion for Stay of Execution – filed 11/03/2016.....	Vol. LX - 7364
Motion to Shorten Time to Have Heard Valiant Idaho, LLC’s (1) Motion Contesting JV, LLC’s Third Party Claim; and Opposition to JV, LLC’s Motion for Stay of Execution; and (2) Motion for Sanctions under IC 12-123 and IRCP 11 – filed 11/03/2016	Vol. LX - 7369
Order Shortening Time to Have Heard Valiant Idaho, LLC’s (1) Motion Contesting JV, LLC’s Third Party Claim; and Opposition to JV, LLC’s Motion for Stay of Execution; and (2) Motion for Sanctions under IC 12-123 and IRCP 11 – filed 11/03/2016	Vol. LX - 7372
Valiant Idaho, LLC’s Motion for Sanctions Under IC 12-123 and IRCP 11 – filed 11/03/2016	Vol. LX - 7375

Valiant Idaho, LLC's Memorandum in Support of Motion for Sanctions Under IC 12-123 and IRCP 11 – filed 11/03/2016	Vol. LX - 7378
Supplemental Memorandum in Support of Valiant Idaho, LLC's Motion Contesting JV, LLC's Third Party Claim; and Opposition to JV, LLC's Motion for Stay of Execution – filed 11/04/2016	Vol. LX - 7387
Declaration of Sally Mitchell in Support of Supplemental Memorandum Supporting Valiant Idaho, LLC's Motion Contesting JV, LLC's Third Party Claim; and Opposition to JV, LLC's Motion for Stay of Execution – filed 11/04/2016	Vol. LX - 7392
Order re: JV, LLC's Third Party Claim and Motion for Stay of Execution – filed 11/04/2016	Vol. LX - 7399
Memorandum Decision Order Granting Valiant Idaho, LLC's Motion for Sanctions – filed 11/14/2016 .	Vol. LX - 7402
Sheriff's Certificate on Return of Service, Writ of Execution (NIR) – filed 11/18/2016	Vol. LX - 7411
Writ of Execution Against North Idaho Resorts, LLC for Boundary County – filed 11/18/2016	Vol. LX - 7413
Sheriff's Certificate on Return of Service, Writ of Execution (VP, Inc.)– filed 11/18/2016	Vol. LX - 7424
Writ of Execution Against VP, Incorporated for Boundary County – filed 11/18/2016.....	Vol. LX - 7426
Withdrawal of Application for Stay - filed 11/22/2016	Vol. LX - 7436
Valiant Idaho, LLC's Memorandum of Costs and Attorneys' Fees Against JV, LLC – filed 11/25/2016...	Vol. LX - 7438
Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Memorandum of Costs and Attorneys' Fees Against JV, LLC – filed 11/25/2016	Vol. LX - 7442
JV's Objection, and Motion to Disallow Valiant's Memorandum of Attorney Costs and Fees – filed 12/02/2016	Vol. LX - 7447
Order Imposing Rule 11 Sanctions – filed 12/06/2016.....	Vol. LX - 7458
Judgment re: Rule 11 Sanctions – filed 12/06/2016	Vol. LX - 7462
Writ of Execution – filed 12/22/2016	Vol. LXI - 7464
Writ of Execution (Continued) – filed 12/22/2016	Vol. LXII - 7594
Notice of Levy Under Writ of Execution – filed 12/22/2016	Vol. LXII - 7657
Sheriff's Return on Sale – filed 12/22/2016	Vol. LXII - 7680
Sheriff's Return on Writ of Execution – filed 12/22/2016	Vol. LXII - 7714
Notice of Sheriff's Sale – filed 12/22/2016	Vol. LXIII - 7715
Sheriff's Certificate of Sale (Idaho Club – Parcel 1) – filed 12/22/2016	Vol. LXII - 7747
Sheriff's Certificate of Sale (Idaho Club – Parcel 2) – filed 12/22/2016	Vol. LXII - 7750
Sheriff's Certificate of Sale (Idaho Club – Parcel 5) – filed 12/22/2016	Vol. LXII - 7754
Sheriff's Certificate of Sale (Idaho Club – Parcel 8) – filed 12/22/2016	Vol. LXII - 7761
Sheriff's Certificate of Sale (Idaho Club – Parcel 9) – filed 12/22/2016	Vol. LXII - 7764

Sheriff's Certificate of Sale (Idaho Club – Parcel 10) – filed 12/22/2016	Vol. LXII - 7767
Sheriff's Certificate of Sale (Idaho Club – Parcel 11) – filed 12/22/2016	Vol. LXII - 7770
Sheriff's Certificate of Sale (Idaho Club – Parcel 12) – filed 12/22/2016	Vol. LXII - 7773
Sheriff's Certificate of Sale (Idaho Club – Parcel 13) – filed 12/22/2016	Vol. LXII - 7776
Sheriff's Certificate of Sale (Idaho Club – Parcel 14) – filed 12/22/2016	Vol. LXII - 7779
Sheriff's Certificate of Sale (Idaho Club – Parcel 15) – filed 12/22/2016	Vol. LXII - 7782
Sheriff's Certificate of Sale (Idaho Club – Parcel 16) – filed 12/22/2016	Vol. LXII - 7785
Sheriff's Certificate of Sale (Idaho Club – Parcel 17) – filed 12/22/2016	Vol. LXII - 7788
Sheriff's Certificate of Sale (Idaho Club – Parcel 19) – filed 12/22/2016	Vol. LXII - 7791
Sheriff's Certificate of Sale (Idaho Club – Parcel 20) – filed 12/22/2016	Vol. LXII - 7795
Sheriff's Certificate of Sale (Idaho Club – Parcel 21) – filed 12/22/2016	Vol. LXII - 7798
Sheriff's Certificate of Sale (Idaho Club – Parcel 22) – filed 12/22/2016	Vol. LXII - 7801
Sheriff's Certificate of Sale (Idaho Club – Parcel 23) – filed 12/22/2016	Vol. LXII - 7804
Sheriff's Certificate of Sale (Idaho Club – Parcel 24) – filed 12/22/2016	Vol. LXII - 7807
Sheriff's Certificate of Sale (Idaho Club – Parcel 25) – filed 12/22/2016	Vol. LXII - 7810
Sheriff's Certificate of Sale (Idaho Club – Parcel 26) – filed 12/22/2016	Vol. LXII - 7813
Sheriff's Certificate of Sale (Idaho Club – Parcel 27) – filed 12/22/2016	Vol. LXII - 7816
Sheriff's Certificate of Sale (Idaho Club – Parcel 28) – filed 12/22/2016	Vol. LXII - 7819
Sheriff's Certificate of Sale (Idaho Club – Parcel 29) – filed 12/22/2016	Vol. LXII - 7822
Sheriff's Certificate of Sale (Idaho Club – Parcel 30) – filed 12/22/2016	Vol. LXII - 7825
Sheriff's Certificate of Sale (Idaho Club – Parcel 31) – filed 12/22/2016	Vol. LXII - 7828
Sheriff's Certificate of Sale (Idaho Club – Parcel 32) – filed 12/22/2016	Vol. LXII - 7831
Sheriff's Certificate of Sale (Idaho Club – Parcel 33) – filed 12/22/2016	Vol. LXII - 7834
Sheriff's Certificate of Sale (Idaho Club – Parcel 34) – filed 12/22/2016	Vol. LXII - 7837
Sheriff's Certificate of Sale (Idaho Club – Parcel 35) – filed 12/22/2016	Vol. LXII - 7840
Sheriff's Certificate of Sale (Idaho Club – Parcel 36) – filed 12/22/2016	Vol. LXII - 7843
Sheriff's Certificate of Sale (Idaho Club – Parcel 37) – filed 12/22/2016	Vol. LXII - 7846
Sheriff's Certificate of Sale (Idaho Club – Parcel 38) – filed 12/22/2016	Vol. LXII - 7849
Sheriff's Certificate of Sale (Idaho Club – Parcel 39) – filed 12/22/2016	Vol. LXIV - 7852

Sheriff's Certificate of Sale (Idaho Club – Parcel 69) – filed 12/22/2016	Vol. LXIV - 7942
Sheriff's Certificate of Sale (Idaho Club – Parcel 70) – filed 12/22/2016	Vol. LXIV - 7945
Sheriff's Certificate of Sale (Idaho Club – Parcel 71) – filed 12/22/2016	Vol. LXIV - 7950
Sheriff's Certificate of Sale (Idaho Club – Parcel 72) – filed 12/22/2016	Vol. LXIV - 7954
Sheriff's Certificate of Sale (Idaho Club – Parcel 73) – filed 12/22/2016	Vol. LXIV - 7957
Sheriff's Certificate of Sale (Idaho Club – Parcel 74) – filed 12/22/2016	Vol. LXIV - 7960
Sheriff's Certificate of Sale (Idaho Club – Parcel 75) – filed 12/22/2016	Vol. LXIV - 7963
Sheriff's Certificate of Sale (Idaho Club – Parcel 76) – filed 12/22/2016	Vol. LXIV - 7966
Sheriff's Certificate of Sale (Idaho Club – Parcel 77) – filed 12/22/2016	Vol. LXIV - 7969
Sheriff's Certificate of Sale (Idaho Club – Parcel 78) – filed 12/22/2016	Vol. LXIV - 7972
Sheriff's Certificate of Sale (Idaho Club – Parcel 79) – filed 12/22/2016	Vol. LXIV - 7975
Sheriff's Certificate of Sale (Idaho Club – Parcel 80) – filed 12/22/2016	Vol. LXIV - 7978
Sheriff's Certificate of Sale (Idaho Club – Parcel 81) – filed 12/22/2016	Vol. LXIV - 7981
Sheriff's Certificate of Sale (Idaho Club – Parcel 82) – filed 12/22/2016	Vol. LXIV - 7984
Sheriff's Certificate of Sale (Idaho Club – Parcel 83) – filed 12/22/2016	Vol. LXV - 7987
Sheriff's Certificate of Sale (Idaho Club – Parcel 84) – filed 12/22/2016	Vol. LXV - 7990
Sheriff's Certificate of Sale (Idaho Club – Parcel 85) – filed 12/22/2016	Vol. LXV - 7993
Sheriff's Certificate of Sale (Idaho Club – Parcel 86) – filed 12/22/2016	Vol. LXV - 7996
Sheriff's Certificate of Sale (Idaho Club – Parcel 87) – filed 12/22/2016	Vol. LXV - 7999
Sheriff's Certificate of Sale (Idaho Club – Parcel 88) – filed 12/22/2016	Vol. LXV - 8002
Sheriff's Certificate of Sale (Idaho Club – Parcel 89) – filed 12/22/2016	Vol. LXV - 8005
Sheriff's Certificate of Sale (Idaho Club – Parcel 90) – filed 12/22/2016	Vol. LXV - 8008
Sheriff's Certificate of Sale (Idaho Club – Parcel 91) – filed 12/22/2016	Vol. LXV - 8011
Sheriff's Certificate of Sale (Idaho Club – Parcel 92) – filed 12/22/2016	Vol. LXV - 8014
Sheriff's Certificate of Sale (Idaho Club – Parcel 93) – filed 12/22/2016	Vol. LXV - 8017
Sheriff's Certificate of Sale (Idaho Club – Parcel 94) – filed 12/22/2016	Vol. LXV - 8020
Sheriff's Certificate of Sale (Idaho Club – Parcel 95) – filed 12/22/2016	Vol. LXV - 8023
Sheriff's Certificate of Sale (Idaho Club – Parcel 96) – filed 12/22/2016	Vol. LXV - 8027
Sheriff's Certificate of Sale (Idaho Club – Parcel 97) – filed 12/22/2016	Vol. LXV - 8030

Sheriff's Certificate of Sale (Idaho Club – Parcel 98) – filed 12/22/2016	Vol. LXV - 8033
Sheriff's Certificate of Sale (Idaho Club – Parcel 99) – filed 12/22/2016	Vol. LXV - 8036
Sheriff's Certificate of Sale (Idaho Club – Parcel 100) – filed 12/22/2016	Vol. LXV - 8039
Sheriff's Certificate of Sale (Idaho Club – Parcel 101) – filed 12/22/2016	Vol. LXV - 8042
Sheriff's Certificate of Sale (Idaho Club – Parcel 102) – filed 12/22/2016	Vol. LXV - 8045
Sheriff's Certificate of Sale (Idaho Club – Parcel 103) – filed 12/22/2016	Vol. LXV - 8048
Sheriff's Certificate of Sale (Idaho Club – Parcel 104) – filed 12/22/2016	Vol. LXV - 8051
Sheriff's Certificate of Sale (Idaho Club – Parcel 105) – filed 12/22/2016	Vol. LXV - 8054
Sheriff's Certificate of Sale (Idaho Club – Parcel 106) – filed 12/22/2016	Vol. LXV - 8057
Sheriff's Certificate of Sale (Idaho Club – Parcel 107) – filed 12/22/2016	Vol. LXV - 8060
Sheriff's Certificate of Sale (Idaho Club – Parcel 108) – filed 12/22/2016	Vol. LXV - 8063
Sheriff's Certificate of Sale (Idaho Club – Parcel 109) – filed 12/22/2016	Vol. LXV - 8066
Sheriff's Certificate of Sale (Idaho Club – Parcel 110) – filed 12/22/2016	Vol. LXV - 8069
Sheriff's Certificate of Sale (Idaho Club – Parcel 111) – filed 12/22/2016	Vol. LXV - 8072
Sheriff's Certificate of Sale (Idaho Club – Parcel 112) – filed 12/22/2016	Vol. LXV - 8075
Sheriff's Certificate of Sale (Idaho Club – Parcel 113) – filed 12/22/2016	Vol. LXV - 8078
Sheriff's Certificate of Sale (Idaho Club – Parcel 114) – filed 12/22/2016	Vol. LXV - 8081
Sheriff's Certificate of Sale (Idaho Club – Parcel 115) – filed 12/22/2016	Vol. LXV - 8084
Sheriff's Certificate of Sale (Idaho Club – Parcel 116) – filed 12/22/2016	Vol. LXV - 8087
Sheriff's Certificate of Sale (Idaho Club – Parcel 117) – filed 12/22/2016	Vol. LXV - 8090
Sheriff's Certificate of Sale (Idaho Club – Parcel 118) – filed 12/22/2016	Vol. LXV - 8093
Sheriff's Certificate of Sale (Idaho Club – Parcel 119) – filed 12/22/2016	Vol. LXV - 8097
Sheriff's Certificate of Sale (Idaho Club – Parcel 120) – filed 12/22/2016	Vol. LXV - 8100
Sheriff's Certificate of Sale (Idaho Club – Parcel 122) – filed 12/22/2016	Vol. LXV - 8103
Sheriff's Certificate of Sale (Idaho Club – Parcel 123) – filed 12/22/2016	Vol. LXV - 8106
Sheriff's Certificate of Sale (Idaho Club – Parcel 124) – filed 12/22/2016	Vol. LXV - 8109
Sheriff's Certificate of Sale (Idaho Club – Parcel 125) – filed 12/22/2016	Vol. LXV - 8112
Sheriff's Certificate of Sale (Idaho Club – Parcel 126) – filed 12/22/2016	Vol. LXV - 8115
Sheriff's Certificate of Sale (Idaho Club – Parcel 127) – filed 12/22/2016	Vol. LXV - 8118

Sheriff's Certificate of Sale (Idaho Club – Parcel 128) – filed 12/22/2016	Vol. LXV - 8121
Sheriff's Certificate of Sale (Idaho Club – Parcel 129) – filed 12/22/2016	Vol. LXVI - 8124
Sheriff's Certificate of Sale (Idaho Club – Parcel 130) – filed 12/22/2016	Vol. LXVI - 8127
Sheriff's Certificate of Sale (Idaho Club – Parcel 131) – filed 12/22/2016	Vol. LXVI - 8130
Sheriff's Certificate of Sale (Idaho Club – Parcel 132) – filed 12/22/2016	Vol. LXVI - 8133
Sheriff's Certificate of Sale (Idaho Club – Parcel 133) – filed 12/22/2016	Vol. LXVI - 8136
Sheriff's Certificate of Sale (Idaho Club – Parcel 134) – filed 12/22/2016	Vol. LXVI - 8139
Sheriff's Certificate of Sale (Idaho Club – Parcel 135) – filed 12/22/2016	Vol. LXVI - 8142
Sheriff's Certificate of Sale (Idaho Club – Parcel 136) – filed 12/22/2016	Vol. LXVI - 8145
Sheriff's Certificate of Sale (Idaho Club – Parcel 137) – filed 12/22/2016	Vol. LXVI - 8148
Sheriff's Certificate of Sale (Idaho Club – Parcel 138) – filed 12/22/2016	Vol. LXVI - 8151
Sheriff's Certificate of Sale (Idaho Club – Parcel 139) – filed 12/22/2016	Vol. LXVI - 8154
Sheriff's Certificate of Sale (Idaho Club – Parcel 140) – filed 12/22/2016	Vol. LXVI - 8157
Sheriff's Certificate of Sale (Idaho Club – Parcel 141) – filed 12/22/2016	Vol. LXVI - 8160
Sheriff's Certificate of Sale (Idaho Club – Parcel 142) – filed 12/22/2016	Vol. LXVI - 8163
Sheriff's Certificate of Sale (Idaho Club – Parcel 143) – filed 12/22/2016	Vol. LXVI - 8166
Sheriff's Certificate of Sale (Idaho Club – Parcel 144) – filed 12/22/2016	Vol. LXVI - 8169
Sheriff's Certificate of Sale (Idaho Club – Parcel 145) – filed 12/22/2016	Vol. LXVI - 8172
Sheriff's Certificate of Sale (Idaho Club – Parcel 146) – filed 12/22/2016	Vol. LXVI - 8175
Sheriff's Certificate of Sale (Idaho Club – Parcel 147) – filed 12/22/2016	Vol. LXVI - 8178
Sheriff's Certificate of Sale (Idaho Club – Parcel 148) – filed 12/22/2016	Vol. LXVI - 8181
Sheriff's Certificate of Sale (Idaho Club – Parcel 149) – filed 12/22/2016	Vol. LXVI - 8184
Sheriff's Certificate of Sale (Idaho Club – Parcel 150) – filed 12/22/2016	Vol. LXVI - 8187
Sheriff's Certificate of Sale (Idaho Club – Parcel 151) – filed 12/22/2016	Vol. LXVI - 8190
Sheriff's Certificate of Sale (Idaho Club – Parcel 152) – filed 12/22/2016	Vol. LXVI - 8193
Sheriff's Certificate of Sale (Idaho Club – Parcel 153) – filed 12/22/2016	Vol. LXVI - 8196
Sheriff's Certificate of Sale (Idaho Club – Parcel 154) – filed 12/22/2016	Vol. LXVI - 8199
Sheriff's Certificate of Sale (Idaho Club – Parcel 155) – filed 12/22/2016	Vol. LXVI - 8202
Sheriff's Certificate of Sale (Idaho Club – Parcel 156) – filed 12/22/2016	Vol. LXVI - 8205

Sheriff's Certificate of Sale (Idaho Club – Parcel 157) – filed 12/22/2016	Vol. LXVI - 8208
Sheriff's Certificate of Sale (Idaho Club – Parcel 158) – filed 12/22/2016	Vol. LXVI - 8211
Sheriff's Certificate of Sale (Idaho Club – Parcel 159) – filed 12/22/2016	Vol. LXVI - 8214
Sheriff's Certificate of Sale (Idaho Club – Parcel 163) – filed 12/22/2016	Vol. LXVI - 8219
Sheriff's Certificate of Sale (Idaho Club – Parcel 177) – filed 12/22/2016	Vol. LXVI - 8223
Application and Declaration of Richard L. Stacey for Writ of Execution Against JV, LLC – filed 01/09/2017	Vol. I - 8228
Writ of Execution Against JV, LLC – filed 01/09/2017	Vol. LXVI - 8232
Amended Notice of Appeal by JV, LLC IAR 17 (m), Request for Additional Clerk's Transcripts, and Request for Additional Court Reporter's Transcript – filed 01/13/2017	Vol. LXVI - 8235
Valiant Idaho, LLC's Amended Request for Additional Transcript and Record on Appeal – filed 01/30/2017	Vol. LXVII - 8254
Writ of Execution Against JV, LLC for Boundary County – filed 01/30/2017	Vol. LXVII - 8262
Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) – filed 02/08/2017	Vol. LXVII - 8268
Memorandum in Support of Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) – filed 02/08/2017	Vol. LXVII - 8271
Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) – filed 02/08/2017	Vol. LXVII - 8279
Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) (Continued) – filed 02/08/2017	Vol. LXVIII - 8385
Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) (Continued) – filed 02/08/2017	Vol. LXIX - 8507
Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) (Continued) – filed 02/08/2017	Vol. LXX - 8634
JV, LLC's Motion and Application for Stay of Execution Upon Posting a Cash Deposit by JV, LLC [IAR 13 (b) 15] – filed 02/14/2017	Vol. LXX - 8709
Errata to JV, LLC's Motion and Application for Stay of Execution Upon Posting a Cash Deposit by JV, LLC [IAR 13 (b) 15] – filed 02/15/2017	Vol. LXX - 8737
Valiant Idaho, LLC's Notice of Non-Objection to JV, LLC's Motion and Application for Stay of Execution Upon Posting a Cash Deposit, and Errata Thereto – filed 02/16/2017	Vol. LXX - 8743
VP, Inc.'s Memorandum in Opposition to Valiant Idaho, LLC's Motion to Enforce Judgment – filed 02/17/2017	Vol. LXX - 8746
Declaration of Richard Vilelli in Opposition to Valiant Idaho, LLC's Motion to Enforce Judgment – filed 02/17/2017	Vol. LXX - 8756

Declaration of Richard Vilelli in Opposition to Valiant Idaho, LLC's Motion to Enforce Judgment (Continued) – filed 02/17/2017 Vol. LXXI - 8770

Declaration of Daniel Keyes in Support of Opposition to Valiant Idaho, LLC's Motion to Enforce Judgment – filed 02/17/2017 Vol. LXXI - 8801

Order re: JV, LLC's Motion and Application for Stay of Execution Upon Posting a Cash Deposit – filed 02/21/2017 Vol. LXXI - 8822

Memorandum in Reply to VP, Inc.'s Opposition to Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) – filed 02/22/2017 Vol. LXXI - 8827

Declaration of Richard L. Stacey in Support of Memorandum in Reply to VP, Inc.'s Opposition to Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) – Faxed copy filed 02/22/2017..... Vol. LXXI - 8841

Declaration of Richard L. Stacey in Support of Memorandum in Reply to VP, Inc.'s Opposition to Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) – Original filed 02/23/2017..... Vol. LXXI - 8845

Declaration of Richard L. Stacey in Support of Memorandum in Reply to VP, Inc.'s Opposition to Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) (Continued) – Original filed 02/23/2017..... Vol. LXXII - 8908

Declaration of Richard L. Stacey in Support of Memorandum in Reply to VP, Inc.'s Opposition to Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) (Continued) – Original filed 02/23/2017..... Vol. LXXIII - 9044

Declaration of Richard L. Stacey in Support of Memorandum in Reply to VP, Inc.'s Opposition to Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) (Continued) – Original filed 02/23/2017..... Vol. LXXIV - 9180

Declaration of Richard L. Stacey in Support of Memorandum in Reply to VP, Inc.'s Opposition to Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) (Continued) – Original filed 02/23/2017..... Vol. LXXV - 9318

Memorandum in Reply to VP, Inc.'s Opposition to Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) – filed 02/23/2017 Vol. LXXV - 9328

Memorandum Decision and Order Granting Valiant Idaho, LLC's Motion to Enforce Judgment – filed 03/06/2017 Vol. LXXV - 9341

Writ of Assistance – filed 03/06/2017 Vol. LXXV - 9361

Motion for Order Allowing Use and Access of Parcels 1 and 2 and Application for Stay of Enforcement of Order Granting Valiant Idaho, LLC's Motion to Enforce Judgment – filed 03/07/2017 Vol. LXXV - 9386

Memorandum in Support of Motion for Order Allowing Use and Access of Parcels 1 and 2 and Application for Stay of Enforcement of Order Granting Valiant Idaho, LLC's Motion to Enforce Judgment – filed 03/07/2017 Vol. LXXV - 9388

Declaration of Richard Vilelli in Support of Motion for Order Allowing Use and Access of Parcels 1 and 2 and Application for Stay of Enforcement of Order Granting Valiant Idaho, LLC's Motion to Enforce Judgment – filed 03/07/2017 . Vol. LXXV - 9394

Valiant Idaho, LLC's Motion to Clarify Court's Memorandum Decision and Order Granting Valiant Idaho, LLC's Motion to Enforce Judgment – filed 03/20/2017 Vol. LXXV - 9399

Memorandum in Support of Valiant Idaho, LLC's Motion to Clarify Court's Memorandum Decision and Order Granting Valiant Idaho, LLC's Motion to Enforce Judgment – filed 03/20/2017 Vol. LXXV - 9402

Notice of Hearing on Valiant Idaho, LLC's Motion to Clarify Court's Memorandum Decision and Order Granting Valiant Idaho, LLC's Motion to Enforce Judgment – filed 03/20/2017	Vol. LXXV - 9409
Order Requesting Response Brief from Valiant Idaho, LLC – filed 03/27/2017	Vol. LXXV - 9413
Valiant Idaho, LLC's Notice of Hearing on VP, Incorporated's Motion for Order Allowing Use and Access of Parcels 1 and 2, etc. – filed 03/28/2017	Vol. LXXV - 9415
Valiant Idaho, LLC's Application for an Extension to Respond to VP, Incorporated's Motion for Order Allowing Use and Access of Parcels 1 and 2, and Application for Stay of Enforcement of Order Granting Motion to Enforce Judgment – filed 03/28/2017	Vol. LXXV - 9418
Order on Valiant Idaho, LLC's Application for an Extension to Respond to VP, Incorporated's Motion for Order Allowing Use and Access of Parcels 1 and 2 – filed 03/28/2017	Vol. LXXV - 9421
VP, Inc.'s Memorandum in Opposition to Valiant Idaho, LLC's Motion to Clarify Court's Memorandum Decision and Order and Granting Valiant Idaho, LLC's Motion to Enforce Judgment – filed 03/29/2017	Vol. LXXV - 9424
Valiant Idaho, LLC's Memorandum in Reply to VP, Incorporated's Opposition to Motion to Clarify Court's Memorandum Decision and Order Granting Valiant Idaho, LLC's Motion to Enforce Judgment – filed 04/03/2017	Vol. LXXV - 9436
Sheriff's Certificate on Return of Service, Writ of Execution – filed 04/06/2017	Vol. LXXV - 9446
Writ of Execution Against JV, LLC – filed 04/06/2017	Vol. LXXXVI - 9448
Notice to Counsel – filed 04/06/2017	Vol. LXXXVI - 9453
Declaration of William Haberman in Support of Valiant Idaho, LLC's Memorandum in Opposition to VP, Incorporated's Motion for Order Allowing Use and Access of Parcels 1 and 2, and Application for Stay of Enforcement of Order Granting Motion to Enforce Judgment – filed 04/11/2017	Vol. LXXXVI - 9455
Declaration of William Haberman in Support of Valiant Idaho, LLC's Memorandum in Opposition to VP, Incorporated's Motion for Order Allowing Use and Access of Parcels 1 and 2, and Application for Stay of Enforcement of Order Granting Motion to Enforce Judgment – filed 04/11/2017	Vol. LXXXVII - 9573
Declaration of Steven B. Cordes, P.E., in Support of Valiant Idaho, LLC's Memorandum in Opposition to VP, Incorporated's Motion for Order Allowing Use and Access of Parcels 1 and 2, and Application for Stay of Enforcement of Order Granting Motion to Enforce Judgment – filed 04/11/2017	Vol. LXXXVII - 9593
Writ of Assistance – filed 04/11/2017	Vol. LXXXVII - 9635
Declaration of Jason Davis, Bonner County Deputy Sheriff – filed 04/11/2017	Vol. LXXXVII - 9662
Valiant Idaho, LLC's Memorandum in Opposition to VP, Incorporated's Motion for Order Allowing Use and Access of Parcels 1 and 2, and Application for Stay of Enforcement of Order Granting Motion to Enforce Judgment – filed 04/12/2017	Vol. LXXXVII - 9665
Valiant Idaho, LLC's Motion for a Temporary Restraining Order and Preliminary Injunction Against VP, Incorporated – filed 04/13/2017	Vol. LXXXVII - 9683
Valiant Idaho, LLC's Memorandum in Support of Motion for a Temporary Restraining Order and Preliminary Injunction Against VP, Incorporated – filed 04/13/2017	Vol. LXXXVII - 9686
Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Motion for a Temporary Restraining Order and Preliminary Injunction Against VP, Incorporated – filed 04/13/2017	Vol. LXXXVII - 9696

Declaration of William Haberman in Support of Valiant Idaho, LLC’s Motion for a Temporary Restraining Order and Preliminary Injunction Against VP, Incorporated – filed 04/13/2017 Vol. LXXVII - 9703

Order on Valiant Idaho, LLC’s Motion for a Temporary Restraining Order Against VP, Incorporated – filed 04/13/2017 Vol. LXXVII - 9707

Valiant Idaho, LLC’s Notice of Depost – filed 04/13/2017..... Vol. LXXVIII - 9711

Motion to Dissolve Temporary Restraining Order – filed 04/13/2017 Vol. LXXVIII - 9714

Memorandum in Support of Motion to Dissolve Temporary Restraining Order – filed 04/14/2017. Vol. LXXVIII - 9716

Motion to Enlarge Time to Respond to VP, Incorporated’s Motion to Dissolve Temporary Restraining Order – filed 04/17/2017 Vol. LXXVIII - 9733

Declaration of Chad M. Nicholson in Support of Valiant Idaho, LLC’s Motion to Enlarge Time to Respond to VP, Incorporated’s Motion to Dissolve Temporary Restraining Order – filed 04/17/2017 Vol. LXXVIII - 9736

Order Granting Motion to Enlarge Time to Respond to VP, Incorporated’s Motion to Dissolve Temporary Restraining Order – filed 04/17/2017..... Vol. LXXVIII - 9742

Reply Memorandum in Support of Motion for Order Allowing Use and Access of Parcels 1 and 2 and Application for Stay of Enforcement of Order Granting Valiant Idaho, LLC’s Motion to Enforce Judgment – filed 04/17/2017 Vol. LXXVIII - 9745

Declaration of Richard Vilelli in Support of Reply Memorandum in Support of Motion for Order Allowing Use and Access of Parcels 1 and 2 and Application for Stay of Enforcement of Order Granting Valiant Idaho, LLC’s Motion to Enforce Judgment – filed 04/18/2017 Vol. LXXVIII - 9758

Valiant Idaho, LLC’s Memorandum in Opposition to VP, Incorporated’s Motion to Dissolve Temporary Restraining Order – filed 04/18/2017..... Vol. LXXVIII - 9790

Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC’s Memorandum in Opposition to VP, Incorporated’s Motion to Dissolve Temporary Restraining Order – filed 04/18/2017 Vol. LXXVIII - 9802

Declaration of William Haberman in Support of Valiant Idaho, LLC’s Memorandum in Opposition to VP, Incorporated’s Motion to Dissolve Temporary Restraining Order – filed 04/18/2017 Vol. LXXVIII - 9815

Order Extending the Temporary Restraining Order Against VP, Incorporated – filed 04/20/2017... Vol. LXXVIII - 9819

Corrected Certificate of Mailing – filed 04/21/2017..... Vol. LXXVIII - 9823

Certificate of Mailing – filed 04/21/2017 Vol. LXXVIII - 9824

Objection to Lodged Record and Objection to Certificate of Mailing of Clerk’s Record – filed 04/25/2017 Vol. LXXVIII - 9825

Notice of Hearing on North Idaho Resorts, LLC and VP, Inc.’s Objection to Lodged Record and Objection to Certificate of Mailing of Clerk’s Record – filed 04/26/2017 Vol. LXXVIII - 9836

Notice of Filing Proposed Order – filed 04/26/2017 Vol. LXXVIII - 9838

Objection to Lodged Record and Objection to Certificate of Mailing of Clerk’s Record – filed 04/26/2017 Vol. LXXIX - 9844

Order on Valiant Idaho, LLC’s Motion for an Injunction Against VP, Incorporated – filed 04/26/2017 Vol. LXXIX - 9853

Memorandum Decision re: Valiant Idaho, LLC’s Motion to Clarify – filed 04/27/2017 Vol. LXXIX - 9861

Order Granting Injunction – filed 04/28/2017	Vol. LXXIX - 9871
Order Granting Appellants VP, Incorporated’s and North Idaho Resorts, LLC’s Objections to Lodged Record and Objections to Certificate of Mailing – filed 05/01/2017	Vol. LXXIX - 9879
Valiant Idaho, LLC’s Notice of Objection to the Consolidated Clerk’s Record on Appeal – filed 05/02/2017	Vol. LXXIX - 9883
Order Granting Respondent Valiant Idaho, LLC’s Objection to the Consolidated Clerk’s Record on Appeal – filed 05/03/2017	Vol. LXXIX - 9900
Order Partially Vacating the Court’s May 1, 2017 Order Granting NIR’s and VP’s Objection to Lodged Record – filed 05/03/2017	Vol. LXXIX - 9904
JV, LLC’s Objection to Clerk’s Record and motion to Correct and Make Additions to Clerk’s Record – filed 05/04/2017	Vol. LXXIX - 9907
Order Granting Appellant JV, LLC’s Objection to Clerk’s Record and Motion to Make Additions to Clerk’s Record – filed 05/05/2017	Vol. LXXIX - 9928
Amended Notice of Appeal – filed 05/25/2017	Vol. LXXIX - 9931
Clerk’s Certificate of Record – dated XX/XX/2017	Vol. LXXIX - 9947
Clerk’s Certificate of Exhibits – dated 04/28/2017	Vol. LXXIX - 9948
Clerk’s Certificate of Service – dated 04/28/2017	Vol. LXXIX - 9955

INDEX

Acceptance of Service by VP, Incorporated of Valiant Idaho, LLC's Counterclaim, Cross-claim and Third Party Complaint for Judicial Foreclosure – filed 10/03/2014	Vol. VII - 908
ACI Northwest, Inc.'s Responsive Pleading to Valiant Idaho, LLC's Counterclaim, Cross-Claim, and Third-Party Complaint for Judicial Foreclosure – filed 09/29/2014	Vol. VII - 904
Acknowledgment of Service of Summons and Complaint (North Idaho Resorts, LLC) – filed 04/07/2010	Vol. II - 199
Acknowledgment of Service of Summons and Complaint (VP Inc.) – filed 04/07/2010	Vol. I - 197
Administrative Order – filed 09/27/2011	Vol. II - 267
Affidavit of Charles Reeves in Support of R.E. Loans, LLC's Motions for Summary Judgment – filed 04/29/2014	Vol. V - 551
Affidavit of Charles W. Reeves – filed 01/20/2015	Vol. XVII - 1912
Affidavit of Charles W. Reeves (Continued) – filed 01/20/2015	Vol. XVIII - 2039
Affidavit of Farley Dakan in Support of R.E. Loans, LLC's Motions for Summary Judgment – filed 04/29/2014.	Vol. IV - 532
Affidavit of James Berry on Behalf of JV, LLC – filed 08/26/2015	Vol. XXIX - 3401
Affidavit of James Berry on Behalf of JV, LLC in Opposition to Valiant Idaho, LLC's Third Motion for Summary Judgment – filed 10/13/2015	Vol. XXXII - 3778
Affidavit of Non-Military Service in Support of Motion for Entry of Default of Amy Korengut – filed 12/08/2014 ..	Vol. XI - 1409
Affidavit of Richard L. Stacey in Support of R.E. Loans, LLC's Motion to Lift Automatic Stay – filed 06/26/2013 ..	Vol. III - 343
Affidavit of Richard L. Stacey in Support of R.E. Loans, LLC's Motion for Entry of Default (Genesis Golf Builders) – filed 08/12/2013	Vol. III - 365
Affidavit of Service – filed 03/11/2011	Vol. II - 244
Affidavit of Service – filed 10/20/2014	Vol. VIII - 965
Affidavit of Service (First American Title) – filed 10/05/2015	Vol. XXXI - 3729
Affidavit of Service (Sandpoint Title Insurance) – filed 10/05/2015	Vol. XXXI - 3727
Affidavit of Service (Second on First American Title) – filed 10/05/2015	Vol. XXXI - 3731
Affidavit of Stanley J. Tharp in Support of Defendant Wells Fargo's Motion to Dismiss with Prejudice – filed 01/23/2012	Vol. II - 302
Affidavit of Susan P. Weeks in Support of North Idaho Resorts, LLC's Motion for Entry of Default (Genesis Golf Builders) – filed 10/25/2013	Vol. III - 412

Affidavit of Susan P. Weeks in Support of North Idaho Resorts, LLC and VP, Inc.'s Motion to Reconsider and Motion to Alter and Amend Judgment – filed 08/19/2015	Vol. XXVII - 3133
Affidavit of Toby McLaughlin in Support of Third Party Defendant Panhandle Management Incorporated's Motion to Dismiss Claim Asserted by Third Party Plaintiff JV, LLC – filed 11/07/2014	Vol. IX - 1015
Affidavit of Toby McLaughlin in Support of Third Party Defendant Idaho Club Homeowner's Association Inc.'s Motion to Dismiss Claim Asserted by Third Party Plaintiff JV, LLC – filed 11/07/2014	Vol. IX - 1100
Amended Notice of Appeal – filed 05/25/2017	Vol. LXXIX - 9931
Amended Notice of Appeal by JV, LLC IAR 17 (m), Request for Additional Clerk's Transcripts, and Request for Additional Court Reporter's Transcript – filed 01/13/2017	Vol. LXVI - 8235
Amended Notice of Hearing on Valiant Idaho, LLC's Motion for Summary Judgment Against JV, LLC and VP, Incorporated – filed 02/13/2015	Vol. XXII - 2493
Amended Notice of Trial – filed 10/21/2015	Vol. XXXIII - 3953
Answer to Valiant Idaho, LLC's Counterclaim, Cross-claim and Third Party Complaint for Judicial Foreclosure – filed 09/15/2014	Vol. VII - 844
Answer, Counterclaims, Cross-claims and Third Party Complaint of Defendant ACI Northwest, Inc. – filed 08/09/2010	Vol. II - 204
Application and Declaration of Richard L. Stacey for Writ of Execution – filed 10/05/2016	Vol. LIV - 6608
Application and Declaration of Richard L. Stacey for Writ of Execution Against North Idaho Resorts, LLC – filed 10/06/2016	Vol. LVI - 6804
Application and Declaration of Richard L. Stacey for Writ of Execution Against JV, LLC – filed 10/06/2016	Vol. LVI - 6812
Application and Declaration of Richard L. Stacey for Writ of Execution Against VP, Incorporated – filed 10/06/2016	Vol. LVI - 6820
Application and Declaration of Richard L. Stacey for Writ of Execution Against JV, LLC for Boundary County – filed 10/13/2016	Vol. LIX - 7253
Application and Declaration of Richard L. Stacey for Writ of Execution Against North Idaho Resorts, LLC for Boundary County – filed 10/13/2016	Vol. LIX - 7258
Application and Declaration of Richard L. Stacey for Writ of Execution Against VP, Incorporated for Boundary County – filed 10/13/2016	Vol. LIX - 7263
Application and Declaration of Richard L. Stacey for Writ of Execution Against JV, LLC – filed 01/09/2017	Vol. I - 8228
Assignment of District Court Cases – filed 11/15/2011	Vol. II - 295
Cash Bond posted by JV, LLC \$21,154.60 – posted 11/02/2016	Vol. LIX - 7309
Certificate of Mailing – filed 04/21/2017	Vol. LXXVIII - 9824
Clerk's Certificate of Exhibits – dated 04/28/2017	Vol. LXXIX - 9948
Clerk's Certificate of Record – dated XX/XX/2017	Vol. LXXIX - 9947

Clerk's Certificate of Service – dated 04/28/2017	Vol. LXXIX - 9955
Clerk's Entry of Default (Genesis Golf Builders) – filed 08/15/2013	Vol. III - 389
Clerk's Entry of Default (Genesis Golf Builders) – filed 11/01/2013	Vol. III - 433
Clerk's Entry of Default (Genesis Golf Builders, Inc.) – filed 08/29/2013	Vol. III - 397
Clerk's Entry of Default Against Amy Korengut – filed 12/10/2014.....	Vol. XII - 1498
Clerk's Entry of Default Against Bar K, Inc. – filed 02/03/2015	Vol. XXI - 2356
Clerk's Entry of Default Against C.E. Kramer Crane & Contracting, Inc. – filed 12/10/2014	Vol. XII - 1518
Clerk's Entry of Default Against Cross-defendant T-O Engineers, Inc. – filed 09/26/2014	Vol. VII - 900
Clerk's Entry of Default Against Genesis Golf Builders, Inc. – filed 12/10/2014	Vol. XII - 1511
Clerk's Entry of Default Against Independent Mortgage Ltd. Co. – filed 01/06/2015	Vol. XIII - 1636
Clerk's Entry of Default Against Montaheno Investments, LLC – filed 12/10/2014	Vol. XII - 1504
Clerk's Entry of Default Against Netta Source, LLC – filed 12/10/2014	Vol. XII - 1530
Clerk's Entry of Default Against Russ Capital Group, LLC – filed 12/10/2014.....	Vol. XII - 1524
Clerk's Entry of Default Against Third Party Defendant Pend Oreille Bonner Development Holdings, Inc. – filed 10/22/2014.....	Vol. VIII - 973
Clerk's Entry of Default Against Third Party Defendants Frederick J. Grant and Christine Grant – filed 05/29/2015	Vol. XXIV - 2777
Clerk's Entry of Default Against Timberline Investments, LLC – filed 01/06/2015	Vol. XIII - 1642
Clerk's Record on Appeal.....	Vol. I - 2
Complaint – filed 10/13/2009	Vol. I - 172
Complaint for Judicial Foreclosure – filed 11/19/2014	Vol. X - 1242
Corrected Certificate of Mailing – filed 04/21/2017.....	Vol. LXXVIII - 9823
Cross-defendant, VP, Incorporated's Request for Extension of Time to Answer or Otherwise Plead to Valiant, LLC's Amended Answer to Allege a Counter-Claim and Cross-Claim and to Serve Third Party – filed 12/01/2014	Vol. XI - 1377
Declaration of Barney Ng in Support of Valiant Idaho, LLC's Reply to North Idaho Resorts, LLC's and VP, Incorporated's Opposition to Valiant, Idaho, LLC's Third Motion for Summary Judgment – filed 10/20/2015	Vol. XXXIII - 3906
Declaration of Barney Ng in Support of Valiant Idaho, LLC's Third Motion for Summary Judgment – filed 09/25/2015	Vol. XXXI - 3658
Declaration of C. Dean Shafer in Support of Valiant Idaho, LLC's Motion for Entry of Final Judgment – filed 05/20/2015	Vol. XXIII - 2627

Declaration of C. Dean Shafer in Support of Valiant Idaho, LLC's Motion for an Order of Sale of Real Property – filed 07/22/2015	Vol. XXV - 2926
Declaration of C. Dean Shafer in Support of Valiant Idaho, LLC's Motion to Alter, Amend and/or Reconsider the Order of Sale of Real Property – filed 08/19/2015	Vol. XXVIII - 3301
Declaration of Chad M. Nicholson dated October 16, 2015 – filed 10/16/2015.....	Vol. XXXII - 3870
Declaration of Chad M. Nicholson dated October 20, 2015 – filed 10/20/2015.....	Vol. XXXIII - 3914
Declaration of Chad M. Nicholson in Support of R.E. Loans, LLC's Motion for Summary Judgment Against Cross-claimant ACI Northwest, Inc. – filed 04/29/2014.....	Vol. IV - 451
Declaration of Chad M. Nicholson in Support of Valiant Idaho, LLC's Motion to Alter, Amend and/or Reconsider the Order of Sale of Real Property – filed 08/19/2015	Vol. XXVIII - 3276
Declaration of Chad M. Nicholson in Support of Valiant Idaho, LLC's Reply Memoranda re: Motions <i>In Limine</i> – filed 12/28/2015	Vol. XXXV - 4258
Declaration of Chad M. Nicholson in Support of Valiant Idaho, LLC's Motion to Enlarge Time to Respond to VP, Incorporated's Motion to Dissolve Temporary Restraining Order – filed 04/17/2017.....	Vol. LXXVIII - 9736
Declaration of Charles W. Reeves in Support of Valiant Idaho, LLC's Motion for an Order of Sale of Real Property – filed 07/22/2015.....	Vol. XXV - 2959
Declaration of Charles W. Reeves in Support of Valiant Idaho, LLC's Motion to Alter, Amend and/or Reconsider the Order of Sale of Real Property – filed 08/19/2015	Vol. XXVIII - 3280
Declaration of Daniel Keyes in Support of Opposition to Valiant Idaho, LLC's Motion to Enforce Judgment – filed 02/17/2017	Vol. LXXI - 8801
Declaration of Daniel M. Keyes in Support of VP and NIR's Opposition to Valiant Idaho's Motion for Sanctions – filed 08/24/2016	Vol. XLVIII - 5868
Declaration of Jason Davis, Bonner County Deputy Sheriff – filed 04/11/2017.....	Vol. LXXVII - 9662
Declaration of Jeff R. Sykes in Support of Valiant Idaho, LLC's Motion for Entry of Default Against Cross-defendant T-O Engineers, Inc. – filed 09/26/2014	Vol. VII - 884
Declaration of Jeff R. Sykes in Support of Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendant Pend Oreille Bonner Development Holdings, Inc. – filed 10/03/2014.....	Vol. VIII - 918
Declaration of Jeff R. Sykes in Support of Valiant Idaho, LLC's Motion for Summary Judgment Against JV, LLC; North Idaho Resorts, LLC; and VP, Incorporated – filed 01/20/2015.....	Vol. XV - 1747
Declaration of Jeff R. Sykes in Support of Valiant Idaho, LLC's Motion for Summary Judgment Against JV, LLC; North Idaho Resorts, LLC; and VP, Incorporated (Continued) – filed 01/20/2015.....	Vol. XVI - 1884
Declaration of Jeff R. Sykes in Support of Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendant Bar K, Inc. – filed 02/02/2015.....	Vol. XXI - 2342
Declaration of Jeff R. Sykes in Support of Valiant Idaho, LLC's Motion for Entry of Final Judgment – filed 05/20/2015	Vol. XXIII - 2612
Declaration of Jeff R. Sykes in Support of Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendants Frederick J. Grant and Christine Grant – filed 05/22/2015.....	Vol. I - 2751

Declaration of Jeff R. Sykes in Support of Valiant Idaho, LLC's Memorandum in Opposition to VP, Inc.'s Motion for a New Trial – filed 08/10/2016.....	Vol. XLVII - 5714
Declaration of Pamela Lemieux in Support of Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendants Frederick J. Grant and Christine Grant – filed 05/22/2015.....	Vol. XXIV - 2763
Declaration of Richard L. Stacey in Support of Memorandum in Reply to VP, Inc.'s Opposition to Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) – Faxed copy filed 02/22/2017.....	Vol. LXXI - 8841
Declaration of Richard L. Stacey in Support of Memorandum in Reply to VP, Inc.'s Opposition to Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) – Original filed 02/23/2017.....	Vol. LXXI - 8845
Declaration of Richard L. Stacey in Support of Memorandum in Reply to VP, Inc.'s Opposition to Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) (Continued) – Original filed 02/23/2017.....	Vol. LXXII - 8908
Declaration of Richard L. Stacey in Support of Memorandum in Reply to VP, Inc.'s Opposition to Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) (Continued) – Original filed 02/23/2017.....	Vol. LXXIII - 9044
Declaration of Richard L. Stacey in Support of Memorandum in Reply to VP, Inc.'s Opposition to Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) (Continued) – Original filed 02/23/2017.....	Vol. LXXIV - 9180
Declaration of Richard L. Stacey in Support of Memorandum in Reply to VP, Inc.'s Opposition to Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) (Continued) – Original filed 02/23/2017.....	Vol. LXXV - 9318
Declaration of Richard L. Stacey in Support of Motion to Substitute Valiant, Idaho LLC in Place of R.E. Loans, LLC as the Real Party in Interest – filed 07/21/2014	Vol. V - 674
Declaration of Richard L. Stacey in Support of Motion to Substitute Valiant Idaho, LLC in Place of Wells Fargo Capital Finance, LLC as the Real Party in Interest – filed 08/18/2014	Vol. VI - 674
Declaration of Richard L. Stacey in Support of Motion to Substitute Valiant Idaho, LLC in Place of Mortgage Fund '08 LLC as the Real Party in Interest – filed 10/06/2014	Vol. VIII - 933
Declaration of Richard L. Stacey in Support of Motion to Substitute Valiant Idaho, LLC in Place of Pensco Trust Co. as the Real Party in Interest – filed 10/06/2014	Vol. VIII - 946
Declaration of Richard L. Stacey in Support of R.E. Loans, LLC's Motion for Summary Judgment Against Cross-claimant R.C. Worst & Company, Inc. – filed 04/29/2014	Vol. IV - 498
Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Motion for Entry of Default Against Counter-Defendant Genesis Golf Builders, Inc. – filed 12/08/2014	Vol. XI - 1387
Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendant Amy Korengut – filed 12/08/2014	Vol. XI - 1399
Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendant Independent Mortgage Ltd. Co. – filed 12/08/2014	Vol. XII - 1419
Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendant C.E. Kramer Crane & Contracting, Inc. – filed 12/08/2014.....	Vol. XII - 1434

Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendant Netta Source, LLC – filed 12/08/2014	Vol. XII - 1449
Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendant Montaheno Investments, LLC – filed 12/08/2014	Vol. XII - 1464
Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendant Russ Capital Group, LLC – filed 12/08/2014	Vol. XII - 1479
Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendant Timberline Investments, LLC – filed 12/22/2014	Vol. XIII - 1601
Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Motions <i>In Limine</i> – filed 12/15/2015	Vol. XXXV - 4057
Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Memorandum of Costs and Attorney's Fees – filed 07/06/2016	Vol. XLII - 5058
Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Memorandum of Costs and Attorney's Fees – filed 07/06/2016	Vol. XLIII - 5190
Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Motion for Relief from Automatic Stay – filed 09/21/2016	Vol. LIV - 6573
Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Memorandum of Costs and Attorneys' Fees Against JV, LLC – filed 11/25/2016	Vol. LX - 7442
Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) – filed 02/08/2017	Vol. LXVII - 8279
Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) (Continued) – filed 02/08/2017	Vol. LXVIII - 8385
Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) (Continued) – filed 02/08/2017	Vol. LXIX - 8507
Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) (Continued) – filed 02/08/2017	Vol. LXX - 8634
Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Motion for a Temporary Restraining Order and Preliminary Injunction Against VP, Incorporated – filed 04/13/2017	Vol. LXXVII - 9696
Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Memorandum in Opposition to VP, Incorporated's Motion to Dissolve Temporary Restraining Order – filed 04/18/2017	Vol. LXXVIII - 9802
Declaration of Richard Stacey in Support of Valiant Idaho, LLC's Memorandum Responses to VP, Inc.'s and JV, LLC's Objections and Motions to Disallow Memorandum of Costs and Attorney's Fees – filed 08/10/2016 ..	Vol. XLVI - 5591
Declaration of Richard Stacey in Support of Valiant Idaho, LLC's Motion for Sanctions Under IC 12-123 and IRCP 11 – filed 08/10/2016	Vol. XLVII - 5685
Declaration of Richard Vilelli in Opposition to Valiant Idaho, LLC's Motion for Summary Judgment Against JV, LLC and VP, Incorporated – filed 02/04/2015	Vol. XXI - 2392
Declaration of Richard Vilelli in Opposition to Valiant Idaho, LLC's Motion for Order of Sale – filed 08/04/2015..	Vol. XXVI - 2987

Declaration of Richard Vilelli in Opposition to Valiant Idaho, LLC's Motion to Alter, Amend and/or Reconsider the Order of Sale – filed 08/26/2015	Vol. XXIX - 3424
Declaration of Richard Vilelli in Opposition to Valiant Idaho, LLC's Third Motion for Summary Judgment Against JV, LLC; North Idaho Resorts, LLC; and VP, Incorporated – filed 10/14/2015	Vol. XXXII - 3828
Declaration of Richard Vilelli in Opposition to Valiant Idaho, LLC's Motion to Enforce Judgment – filed 02/17/2017 ..	Vol. LXX - 8756
Declaration of Richard Vilelli in Opposition to Valiant Idaho, LLC's Motion to Enforce Judgment (Continued) – filed 02/17/2017	Vol. LXXI - 8770
Declaration of Richard Vilelli in Support of Motion for Order Allowing Use and Access of Parcels 1 and 2 and Application for Stay of Enforcement of Order Granting Valiant Idaho, LLC's Motion to Enforce Judgment – filed 03/07/2017	Vol. LXXV - 9394
Declaration of Richard Vilelli in Support of Reply Memorandum in Support of Motion for Order Allowing Use and Access of Parcels 1 and 2 and Application for Stay of Enforcement of Order Granting Valiant Idaho, LLC's Motion to Enforce Judgment – filed 04/18/2017.....	Vol. LXXVIII - 9758
Declaration of Sally Mitchell in Support of Supplemental Memorandum Supporting Valiant Idaho, LLC's Motion Contesting JV, LLC's Third Party Claim; and Opposition to JV, LLC's Motion for Stay of Execution – filed 11/04/2016	Vol. LX - 7392
Declaration of Steven B. Cordes, P.E., in Support of Valiant Idaho, LLC's Memorandum in Opposition to VP, Incorporated's Motion for Order Allowing Use and Access of Parcels 1 and 2, and Application for Stay of Enforcement of Order Granting Motion to Enforce Judgment – filed 04/11/2017	Vol. LXXVII - 9593
Declaration of Susan P. Weeks in Opposition to Valiant's Third Motion for Summary Judgment – filed 10/13/2015	Vol. XXXII - 3791
Declaration of Weeks in Support of VP, Inc.'s Motion for New Trial – filed 08/03/2016.....	Vol. XLVI - 5550
Declaration of William Haberman in Support of Valiant Idaho, LLC's Closing Argument – filed 03/14/2016	Vol. XXXVII - 4471
Declaration of William Haberman in Support of Valiant Idaho, LLC's Memorandum in Opposition to VP, Incorporated's Motion for Order Allowing Use and Access of Parcels 1 and 2, and Application for Stay of Enforcement of Order Granting Motion to Enforce Judgment – filed 04/11/2017	Vol. LXXXVI - 9455
Declaration of William Haberman in Support of Valiant Idaho, LLC's Memorandum in Opposition to VP, Incorporated's Motion for Order Allowing Use and Access of Parcels 1 and 2, and Application for Stay of Enforcement of Order Granting Motion to Enforce Judgment – filed 04/11/2017	Vol. LXXXVII - 9573
Declaration of William Haberman in Support of Valiant Idaho, LLC's Motion for a Temporary Restraining Order and Preliminary Injunction Against VP, Incorporated – filed 04/13/2017	Vol. LXXXVII - 9703
Declaration of William Haberman in Support of Valiant Idaho, LLC's Memorandum in Opposition to VP, Incorporated's Motion to Dissolve Temporary Restraining Order – filed 04/18/2017.....	Vol. LXXXVIII - 9815
Decree of Foreclosure – filed 06/22/2016	Vol. XL - 4910
Decree of Foreclosure – filed 07/20/2016.....	Vol. XLIV - 5317
Decree of Foreclosure – filed 08/05/2015	Vol. XXVI - 3075
Decree of Foreclosure (Continued) – filed 06/22/2016	Vol. XLI - 4940

Decree of Foreclosure (Continued) – filed 07/20/2016	Vol. XLV - 5413
Default Judgment (Genesis Golf Builders) – filed 08/15/2013.....	Vol. III - 383
Default Judgment (Genesis Golf Builders) – filed 08/29/2013	Vol. III - 402
Default Judgment (Genesis Golf Builders) – filed 11/01/2013	Vol. III - 428
Defendant North Idaho Resorts, LLC’s Motion to Substitute Valiant Idaho, LLC in Place of Wells Fargo Capital Finance, LLC as the Real Party in Interest – filed 09/04/2014	Vol. VI - 771
Defendant VP, Inc.’s and NIR, LLC’s Memorandum in Opposition to Valiant Idaho, LLC’s Motion for Sanctions – filed 08/24/2016	Vol. XLVIII - 5886
Defendant VP, Incorporated’s Request for Extension of Time to Respond to Valiant Idaho, LLC’s Motion for Leave to Amend Answer to Allege a Counterclaim and Cross-claim, and to Serve Third Party – filed 11/12/2014....	Vol. X - 1153
Defendants North Idaho Resorts and VP, Incorporated’s Motion for Judicial Notice of Barney Ng – filed 10/13/2015	Vol. XXXII - 3823
Defendants North Idaho Resorts, LLC and VP Incorporated’s Memorandum in Opposition to Valiant Idaho, LLC’s Motion for Summary Judgment – filed 02/04/2015.....	Vol. XXI - 2359
Defendants North Idaho Resorts, LLC and VP Incorporated’s Memorandum in Opposition to Valiant Idaho, LLC’s Third Motion for Summary Judgment – filed 10/13/2015.....	Vol. XXXII - 3810
Defendants North Idaho Resorts, LLC and VP Incorporated’s Second Motion for Enlargement of Time to File Memorandum in Support of Motion for Reconsideration and Clarification – filed 05/26/2015	Vol. XXIV - 2771
Defendants North Idaho Resorts, LLC and VP, Incorporated’s Memorandum in Opposition to Valiant Idaho, LLC’s Motion to Strike Inadmissible Evidence – filed 10/16/2015	Vol. XXXII - 3879
Defendants North Idaho Resorts, LLC and VP, Incorporated’s Memorandum in Opposition to Valiant Idaho, LLC’s Second Motion to Strike Inadmissible Evidence – filed 10/22/2015.....	Vol. XXXIII - 3990
Defendants North Idaho Resorts, LLC and VP, Incorporated’s Memorandum in Support of Motion to Strike the Declarations of Barney Ng and Chad M. Nicholson – filed 10/22/2015	Vol. XXXIII - 3997
Defendants North Idaho Resorts, LLC and VP, Incorporated’s Motion for Enlargement of Time to File Answers and Responses to Discovery Requests Propounded by Valiant Idaho, LLC – filed 03/02/2015	Vol. XXII - 2516
Defendants North Idaho Resorts, LLC and VP, Incorporated’s Motion for Enlargement of Time to File Memorandum in Support of Motion for Reconsideration and Clarification – filed 05/11/2015	Vol. XXII - 2598
Defendants North Idaho Resorts, LLC and VP, Incorporated’s Motion for Enlargement of Time to File Reply to Plaintiff’s Opposition to North Idaho Resorts, LLC and VP, Inc.’s Renewed Motion for Reconsideration and Clarification – filed 07/06/2015	Vol. XXIV - 2799
Defendants North Idaho Resorts, LLC and VP, Incorporated’s Motion for Enlargement of Time to File Reply to Plaintiff’s Opposition to North Idaho Resorts, LLC and VP, Inc.’s Renewed Motion for Reconsideration and Clarification – filed 10/13/2015	Vol. XXXI - 3746
Defendants North Idaho Resorts, LLC and VP, Incorporated’s Motion to Strike the Declarations of Barney Ng and Chad M. Nicholson – filed 10/22/2015	Vol. XXXIII - 3995
Errata to Declaration of Richard Villelli in Opposition to Valiant Idaho, LLC’s Motion to Alter, Amend and/or Reconsider the Order of Sale – filed 08/27/2015	Vol. XXIX - 3487

Errata to Declaration of Susan P. Weeks in Opposition to Valiant's Third Motion for Summary Judgment – filed 10/22/2015	Vol. XXXIII - 3988
Errata to JV, LLC's Motion and Application for Stay of Execution Upon Posting a Cash Deposit by JV, LLC [IAR 13 (b) 15] – filed 02/15/2017	Vol. LXX - 8737
Findings re: R.E. Loans, LLC's Motions for Summary Judgment Against ACI Northwest, Inc. – filed 07/21/2014 .	Vol. V - 647
Index	Vol. I - 34
Judgment – filed 06/22/2016	Vol. XXXVII - 4619
Judgment – filed 07/21/2014	Vol. V - 653
Judgment – filed 08/05/2015	Vol. XXVI - 3082
Judgment (ACI Northwest, Inc.) – filed 02/18/2015	Vol. XXII - 2502
Judgment (Continued) – filed 06/22/2016	Vol. XL - 4806
Judgment (Continued) – filed 06/22/2016	Vol. XXXIX - 4693
Judgment (Dismissal of JV, LLC's Third Party Complaint Against Idaho Club Homeowner's Association, Inc.) – filed 01/15/2015	Vol. XIV - 1694
Judgment (Pucci Construction, Inc.) – filed 02/18/2015	Vol. XXII - 2499
Judgment re: Costs and Attorneys' Fees – filed 08/22/2016	Vol. XLVIII - 5844
Judgment re: Rule 11 Sanctions – filed 12/06/2016	Vol. LX - 7462
JV, LLC's Amended Exhibit List and Documents – filed 12/22/2015	Vol. XXXV - 4205
JV, LLC's Correction to its Response, Objection and Opposition to Plaintiff's Motion for Sanctions – filed 08/25/2016	Vol. XLVIII - 5920
JV, LLC's Defendants Trial Exhibit – filed 08/11/2015	Vol. XXVI - 3088
JV, LLC's First Supplemental Memorandum in Opposition to Valiant Idaho, LLC's Motion for Summary Judgment – filed 02/27/2015	Vol. XXII - 2505
JV, LLC's Fourth Amended Exhibit List and Documents – filed 03/11/2016	Vol. XXXVII - 4418
JV, LLC's Memorandum in Opposition to Valiant Idaho, LLC's Motion for Summary Judgment – filed 02/02/2015	Vol. XIX - 2076
JV, LLC's Memorandum in Opposition to Valiant Idaho, LLC's Motion for Summary Judgment (Continued) – filed 02/02/2015	Vol. XX - 2210
JV, LLC's Motion and Application for Stay of Execution Upon Posting a Cash Deposit by JV, LLC [IAR 13 (b) 15] – filed 11/02/2016.....	Vol. LIX - 7311
JV, LLC's Motion and Application for Stay of Execution Upon Posting a Cash Deposit by JV, LLC [IAR 13 (b) 15] – filed 02/14/2017	Vol. LXX - 8709

JV, LLC's Motion to Alter, Amend and Reconsider re: 1. Memorandum Decision and Order 2. Judgment 3. Decree of Foreclosure 4. Order of Sale, and JV, LLC's Memorandum in Support and Request for Hearing – filed 08/02/2016	Vol. XLV - 5521
JV, LLC's Motion to Alter, Amend and to Reconsider the Court's Memorandum Decision and Order Filed 04/14/2015 and Request for Oral Argument Time/Date for a Hearing; Not Yet to be Set – filed 04/28/2015	..... Vol. XXII - 2579
JV, LLC's Motion to Alter, Amend, and Reconsider the Court's Memorandum Decision and Order re: JV, LLC's Motions to Reconsider, and JV, LLC's Motion for Partial Summary Judgment for Affirmative Relief Concerning JV, LLC's Redemption Deed and as to Valiant's Redemption Deed; and Request for Hearing – filed 07/30/2015	Vol. XXV - 2967
JV, LLC's Motion to Reconsider, Alter, and Amend the Judgment [Rule 11 (b) and Rule 52 (b)]; and Request for Hearing – filed 08/18/2015	..... Vol. XXVI - 3095
JV, LLC's Motion to Strike the Declaration of William Haberman – filed 04/18/2016	..... Vol. XXXVII - 4476
JV, LLC's Motion to Vacate Valiant's Hearing Date of February 18, 2015 on its Motion for Summary Judgment, Request for Continuance and Request for Hearing on Short Notice – filed 02/02/2015	..... Vol. XX - 2331
JV, LLC's Objection and Memorandum in Opposition to Valiant Idaho, LLC's Third Motion for Summary Judgment and JV, LLC's Motion to Strike Valiant's Third Motion for Summary Judgment and Notice of Hearing for October 23, 2015 at 1:30 p.m. – filed 10/13/2015	2015 Vol. XXXII - 3748
JV, LLC's Objection and Motion to Disallow Valiant's Memorandum of Fees and Costs – filed 07/18/2016	Vol. XLIV - 5306
JV, LLC's Objection to Clerk's Record and motion to Correct and Make Additions to Clerk's Record – filed 05/04/2017	..... Vol. LXXIX - 9907
JV, LLC's Objection to Entry of Final Judgment – as Drafted by Valiant; and Request for a Hearing – filed 07/07/2015	..... Vol. XXIV - 2847
JV, LLC's Objection to Valiant's Motion for Relief from Automatic Stay and Memorandum in Support – filed 09/26/2016	..... Vol. LIV - 6589
JV, LLC's Objection to Valiant's Motion <i>In Limine</i> – filed 12/23/2015	..... Vol. XXXV - 4233
JV, LLC's Post Trial Memorandum and Argument – filed 05/12/2016	..... Vol. XXXVII - 4489
JV, LLC's Proposed Judgment and Decree of Foreclosure and JV, LLC's Request for Additional Time of at Least 14 Days – filed 07/15/2016	..... Vol. XLIII - 5274
JV, LLC's Request for Clerk's Minutes and Reporter's Typed Transcript of Entire Proceeding Including the District Court's Remarks and Rulings in Open Court on September 2, 2015 – filed 09/08/2015	..... Vol. XXX - 3533
JV, LLC's Response to Valiant's Most Recent "Filings" and JV, LLC's Objection Thereto – filed 10/21/2015	..... Vol. XXXIII - 3972
JV, LLC's Response to Valiant's Motion to Strike Inadmissible Evidence – filed 10/19/2015	..... Vol. XXXIII - 3884
JV, LLC's Response, Objection and Opposition to Plaintiff's Motion for Sanctions – filed 08/24/2016	..... Vol. XLVIII - 5847
JV, LLC's Second Amended Exhibit List and Documents – filed 01/22/2016	..... Vol. XXXVI - 4363

JV, LLC's Special Appearance Contesting Jurisdiction; and JV, LLC's Answer to Complaint; and JV, LLC's Answer to Valiant Idaho, LLC's Counterclaim, Cross-claim and Third Party Complaint for Judicial Foreclosure; and JV, LLC's Cross-claim; and JV, LLC's Third Party Complaint – filed 09/15/2014	Vol. VII - 784
JV, LLC's Third Amended Exhibit List and Documents – filed 01/26/2016	Vol. XXXVI - 4404
JV, LLC's Third Party Claim (Idaho Code 11-203) – filed 11/02/2016	Vol. LX - 7341
JV, LLC's Trial Memorandum – filed 01/22/2016	Vol. XXXVI - 4316
JV's Affidavit of James W. Berry Opposing Valiant's Motion for Summary Judgment – filed 02/02/2015...Vol. XX - 2323	
JV's Objection, and Motion to Disallow Valiant's Memorandum of Attorney Costs and Fees – filed 12/02/2016 Vol. LX - 7447	
JV's Reply to Valiant's Memorandum in Opposition to JV's Motion filed on 07/21/2015, and Motions to Strike – filed 08/31/2015	Vol. XXIX - 3499
JV's Supplemental Motion to Alter, Amend, Set Aside the Judgment, Based on Valiant's Motions to Change the Order of Sale and Change the Decree of Foreclosure Pursuant to Rules 11 (b); 52 (b) and Rule 60 and Notice of Hearing – filed 08/26/2015.....	Vol. XXIX - 3386
Memorandum Decision & Order Granting Valiant Idaho, LLC's Motion for Summary Judgment Against JV, LLC; North Idaho Resorts, LLC; and VP, Incorporated – filed 04/14/2015	Vol. XXII - 2560
Memorandum Decision & Order re: Motions Heard on October 23, 2015 – filed 10/30/2015	Vol. XXXIII - 4000
Memorandum Decision and Order Denying JV, LLC's and VP, Incorporated's Motions to Alter, Amend and Reconsider – filed 08/16/2016	Vol. XLVII - 5793
Memorandum Decision and Order Denying JV, LLC's and VP, Incorporated's Motions to Alter, Amend and Reconsider (Continued) – filed 08/16/2016	Vol. XLVIII - 5815
Memorandum Decision and Order Granting in Part Reconsideration of the July 21, 2015 Memorandum Decision & Order – filed 09/04/2015.....	Vol. XXX - 3527
Memorandum Decision and Order Granting Motion for Entry of Final Judgment – filed 06/23/2015	Vol. XXIV - 2791
Memorandum Decision and Order Granting Valiant Idaho, LLC's Motion for Relief from Automatic Stay – filed 10/07/2016.....	Vol. LIX - 7230
Memorandum Decision and Order Granting Valiant Idaho, LLC's Motion to Enforce Judgment – filed 03/06/2017 Vol. LXXV - 9341	
Memorandum Decision and Order re: 1) JV, LLC; North Idaho Resorts, LLC; and VP, Incorporated's Motions to Reconsider 2) Valiant's Request for Entry of Proposed Final Judgment and Decree of Foreclosure and Sale – filed 07/21/2015	Vol. XXIV - 2856
Memorandum Decision and Order re: Court Trial held on January 28 and 29, and March 16 and 17, 2016 – filed 05/27/2016.....	Vol. XXXVII - 4589
Memorandum Decision Order Awarding Costs and Attorney's Fees to Valiant Idaho, LLC – filed 08/22/2016	Vol. XLVIII - 5829

Memorandum Decision Order Denying Valiant Idaho, LLC's Motion for Sanctions – filed 08/29/2016..... Vol. XLVIII - 5925

Memorandum Decision Order Denying VP, Inc.'s Motion for New Trial – filed 08/25/2016..... Vol. XLVIII - 5906

Memorandum Decision Order Granting Valiant Idaho, LLC's Motion for Sanctions – filed 11/14/2016 . Vol. LX - 7402

Memorandum Decision re: Valiant Idaho, LLC's Motion to Clarify – filed 04/27/2017..... Vol. LXXIX - 9861

Memorandum in Opposition to Defendant JV, LLC's Motion to Vacate Valiant's Hearing on October 23, 2015 – filed 10/20/2015 Vol. XXXIII - 3900

Memorandum in Opposition to JV, LLC's Motion to Alter, Amend and to Reconsider the Court's Memorandum Decision and Order Filed 04/14/2015 – filed 07/06/2015 Vol. XXIV - 2820

Memorandum in Opposition to JV, LLC's Motion to Alter, Amend and to Reconsider filed 08/18/2015 – filed 08/25/2015 Vol. XXVIII - 3367

Memorandum in Opposition to JV, LLC's Motion to Alter, Amend and to Reconsider the Court's Memorandum Decision and Order dated July 21, 2015 – filed 08/26/2015 Vol. XXVIII - 3376

Memorandum in Opposition to North Idaho Resorts, LLC and VP, Inc.'s Renewed Motion for Reconsideration and Clarification – filed 07/06/2015..... Vol. XXIV - 2804

Memorandum in Opposition to VP, Incorporated's Motion to Dismiss Third Party Complaint or, in the Alternative, Motion for Leave to Amend Answer to Allege a Counterclaim and Cross-claim, and to Serve Third Party Complaint – filed 11/05/2014 Vol. VIII - 982

Memorandum in Reply to Defendant JV, LLC's Opposition to Valiant Idaho, LLC's Third Motion for Summary Judgment – filed 10/20/2015 Vol. XXXIII - 3892

Memorandum in Reply to JV, LLC's Memorandum in Opposition to Valiant Idaho, LLC's Motion for Summary Judgment – filed 03/11/2015 Vol. XXII - 2519

Memorandum in Reply to North Idaho Resorts, Inc. and VP, Incorporated's Opposition to Valiant, Idaho, LLC's Third Motion for Summary Judgment – filed 10/20/2015..... Vol. XXXIII - 3924

Memorandum in Reply to North Idaho Resorts, LLC and VP, Incorporated's Memorandum in Opposition to Valiant Idaho, LLC's Motion for Summary Judgment – filed 03/11/2015 Vol. XXII - 2547

Memorandum in Reply to VP, Inc.'s Opposition to Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) – filed 02/22/2017 Vol. LXXI - 8827

Memorandum in Reply to VP, Inc.'s Opposition to Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) – filed 02/23/2017 Vol. LXXV - 9328

Memorandum in Reply to: (1) JV, LLC's Objection; and (2) VP, Inc. and North Idaho Resorts, LLC's Opposition to Valiant Idaho, LLC's Motion for Relief from Automatic Stay – filed 09/29/2016 Vol. LIV - 6603

Memorandum in Support of Motion for Order Allowing Use and Access of Parcels 1 and 2 and Application for Stay of Enforcement of Order Granting Valiant Idaho, LLC's Motion to Enforce Judgment – filed 03/07/2017 Vol. LXXV - 9388

Memorandum in Support of Motion to Dissolve Temporary Restraining Order – filed 04/14/2017. Vol. LXXVIII - 9716

Memorandum in Support of R.E. Loans, LLC's Motion to Lift Automatic Stay (Mortgage Fund '08 LLC) – filed 06/26/2013 Vol. III - 339

Memorandum in Support of Renewed Motion for Reconsideration and Clarification – filed 06/16/2015..... Vol. XXIV - 2783

Memorandum in Support of Valiant Idaho, LLC’s Motion Contesting JV, LLC’s Third Party Claim; and Opposition to JV, LLC’s Motion for Stay of Execution – filed 11/03/2016 Vol. LX - 7364

Memorandum in Support of Valiant Idaho, LLC’s Motion for an Order of Sale of Real Property – filed 07/22/2015 Vol. XXV - 2912

Memorandum in Support of Valiant Idaho, LLC’s Motion for Entry of Final Judgment – filed 05/20/2015 ... Vol. XXII - 2605

Memorandum in Support of Valiant Idaho, LLC’s Motion for Leave to Amend Third Party Complaint to Join an Additional Party – filed 11/24/2014 Vol. XI - 1371

Memorandum in Support of Valiant Idaho, LLC’s Motion for Order of Sale of Real Property – filed 06/22/2016 Vol. XLI - 4997

Memorandum in Support of Valiant Idaho, LLC’s Motion for Relief from Automatic Stay – filed 09/21/2016 Vol. LIV - 6566

Memorandum in Support of Valiant Idaho, LLC’s Motion for Summary Judgment Against JV, LLC; North Idaho Resorts, LLC; and VP, Incorporated – filed 01/20/2015 Vol. XIV - 1725

Memorandum in Support of Valiant Idaho, LLC’s Motion *In Limine* re: North Idaho Resorts, LLC and VP, Inc. – filed 12/15/2015 Vol. XXXIV - 4036

Memorandum in Support of Valiant Idaho, LLC’s Motion *In Limine* re: North Idaho Resorts, LLC and VP, Inc.(Continued) – filed 12/15/2015..... Vol. XXXV - 4036

Memorandum in Support of Valiant Idaho, LLC’s Motion *In Limine* re: JV, LLC – filed 12/15/2015..... Vol. XXXV - 4051

Memorandum in Support of Valiant Idaho, LLC’s Motion to Alter, Amend and/or Reconsider the Order of Sale of Real Property – filed 08/19/2015 Vol. XXVIII - 3253

Memorandum in Support of Valiant Idaho, LLC’s Motion to Amend Decree of Foreclosure – filed 08/19/2015 Vol. XXVII - 3244

Memorandum in Support of Valiant Idaho, LLC’s Motion to Clarify Court’s Memorandum Decision and Order Granting Valiant Idaho, LLC’s Motion to Enforce Judgment – filed 03/20/2017 Vol. LXXV - 9402

Memorandum in Support of Valiant Idaho, LLC’s Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) – filed 02/08/2017 Vol. LXVII - 8271

Memorandum in Support of Valiant Idaho, LLC’s Motion to Strike Inadmissible Evidence – filed 10/09/2015 Vol. XXXI - 3737

Memorandum in Support of Valiant Idaho, LLC’s Second Motion to Strike Inadmissible Evidence – filed 10/20/2015 Vol. XXXIII - 3945

Memorandum in Support of Valiant Idaho, LLC’s Third Motion for Summary Judgment – filed 09/25/2015 Vol. XXXI - 3627

Memorandum in Support of VP, Inc.’s Motion for New Trial – filed 08/03/2016..... Vol. XLV - 5546

Memorandum in Support of VP, Inc.'s Motion to Alter, Amend, and Reconsider the Decree of Foreclosure and Judgment – filed 08/04/2016	Vol. XLVI - 5555
Memorandum in Support of VP, Inc.'s Motion to Strike the Declaration of William Haberman – filed 04/21/2016 .	Vol. XXXVII - 4484
Motion for Enlargement of Time to File North Idaho Resorts, LLC and VP, Inc.'s Reply Memorandum in Support of Motion to Reconsider and Motion to Alter and Amend Judgment – filed 10/22/2015	Vol. XXXIII - 3986
Motion for Leave to Amend Answer to Allege a Counterclaim and Cross-claim, and to Serve Third Party Complaint – filed 11/05/2014	Vol. VIII - 977
Motion for Order Allowing Use and Access of Parcels 1 and 2 and Application for Stay of Enforcement of Order Granting Valiant Idaho, LLC's Motion to Enforce Judgment – filed 03/07/2017	Vol. LXXV - 9386
Motion for Reconsideration and Clarification – filed 04/29/2015	Vol. XXII - 2596
Motion for Sanctions Under IC 12-123 and IRCP 11 – filed 08/10/2016	Vol. XLVI - 5682
Motion to Dissolve Temporary Restraining Order – filed 04/13/2017	Vol. LXXVIII - 9714
Motion to Enlarge Time to Respond to VP, Incorporated's Motion to Dissolve Temporary Restraining Order – filed 04/17/2017	Vol. LXXVIII - 9733
Motion to Shorten Time to Have Heard Valiant Idaho, LLC's (1) Motion Contesting JV, LLC's Third Party Claim; and Opposition to JV, LLC's Motion for Stay of Execution; and (2) Motion for Sanctions under IC 12-123 and IRCP 11 – filed 11/03/2016	Vol. LX - 7369
Motion to Shorten Time to Have Heard Valiant Idaho, LLC's Second Motion to Strike Inadmissible Evidence – filed 10/20/2015	Vol. XXXIII - 3911
Motion to Strike Memoranda and Declarations/Affidavits in Opposition to Valiant Idaho, LLC's Third Motion for Summary Judgment or, in the Alternative, Motion for Extension of Time to File Reply Memoranda – filed 10/16/2015	Vol. XXXII - 3864
Motion to Substitute Valiant Idaho, LLC in Place of Mortgage Fund '08 LLC as the Real Party in Interest – filed 10/06/2014	Vol. VIII - 928
Motion to Substitute Valiant Idaho, LLC in Place of Pensco Trust Co, as the Real Party in Interest – filed 10/06/2014	Vol. VIII - 941
Motion to Substitute Valiant Idaho, LLC in Place of R.E. Loans, LLC as the Real Party in Interest – filed 07/21/2014	Vol. V - 656
Motion to Substitute Valiant Idaho, LLC in Place of Wells Fargo Capital Finance, LLC as the Real Party in Interest – filed 08/18/2014	Vol. V - 670
North Idaho Resorts, LLC and VP, Inc.'s Memorandum in Opposition to Valiant Idaho's Motion to Amend Degree of Foreclosure and Motion to Alter, Amend and/or Reconsider the Order of Sale of Real Property – filed 08/26/2015 .	Vol. XXIX - 3413
North Idaho Resorts, LLC and VP, Inc.'s Memorandum in Support of Motion to Reconsider and Motion to Alter and Amend Judgment – filed 08/19/2015	Vol. XXVII - 3116
North Idaho Resorts, LLC and VP, Inc.'s Motion to Reconsider and Motion to Alter and Amend Judgment – filed 08/19/2015	Vol. XXVII - 3114

North Idaho Resorts, LLC and VP, Inc.'s Reply Memorandum in Support of Motion to Reconsider and Motion to Alter and Amend Judgment – filed 10/22/2015	Vol. XXXIII - 3982
North Idaho Resorts, LLC's Answer to Valiant Idaho, LLC's Counterclaim, Cross-claim and Third Party Complaint for Judicial Foreclosure – filed 09/19/2014	Vol. VII - 860
North Idaho Resorts, LLC's Motion for Entry of Default (Genesis Golf Builders) – filed 10/25/2013	Vol. III - 407
Notice of Amended Appeal (NIR, LLC) – filed 10/06/2016	Vol. LVII - 7031
Notice of Amended Appeal (NIR, LLC) (Continued) – filed 10/06/2016	Vol. LVIII - 7071
Notice of Amended Appeal (NIR, LLC) (Continued) – filed 10/06/2016	Vol. LIX - 7212
Notice of Appeal (NIR) – filed 09/09/2016	Vol. IL - 5941
Notice of Appeal (NIR) (Continued) – filed 09/09/2016	Vol. L - 6041
Notice of Appeal (VP, Inc.) – filed 10/06/2016	Vol. LVI - 6828
Notice of Appeal (VP, Inc.) (Continued) – filed 10/06/2016	Vol. LVII - 6932
Notice of Appeal by JV, LLC – filed 09/20/2016.....	Vol. LI - 6137
Notice of Appeal by JV, LLC (Continued) – filed 09/20/2016	Vol. LII - 6267
Notice of Appearance – filed 09/29/2011	Vol. II - 290
Notice of Appearance – filed 10/14/2010	Vol. II - 233
Notice of Change of Firm Affiliation – filed 07/18/2014.....	Vol. V - 643
Notice of Denial of Oral Argument for Valiant Idaho, LLC's Motion for Relief from Automatic Stay – filed 09/23/2016	Vol. LIV - 6578
Notice of Filing Proposed Order – filed 04/26/2017	Vol. LXXVIII - 9838
Notice of Hearing – filed 11/03/2016	Vol. LX - 7357
Notice of Hearing on North Idaho Resorts, LLC and VP, Inc.'s Objection to Lodged Record and Objection to Certificate of Mailing of Clerk's Record – filed 04/26/2017	Vol. LXXVIII - 9836
Notice of Hearing on Valiant Idaho, LLC's Motion for Summary Judgment Against JV, LLC; North Idaho Resorts, LLC; and VP, Incorporated – filed 01/20/2015	Vol. XVIII - 2070
Notice of Hearing on Valiant Idaho, LLC's Motion to Alter, Amend and/or Reconsider the Order of Sale of Real Property – filed 08/19/2015	Vol. XXVIII - 3329
Notice of Hearing on Valiant Idaho, LLC's Motion to Clarify Court's Memorandum Decision and Order Granting Valiant Idaho, LLC's Motion to Enforce Judgment – filed 03/20/2017	Vol. LXXV - 9409
Notice of Levy (268811) – filed 10/31/2016	Vol. LIX - 7283
Notice of Levy (268813) – filed 10/31/2016	Vol. LIX - 7291
Notice of Levy (268815) – filed 10/31/2016	Vol. LIX - 7300

Notice of Levy Under Writ of Execution – filed 09/21/2016	Vol. LIII - 6508
Notice of Levy Under Writ of Execution – filed 12/22/2016	Vol. LXII - 7657
Notice of Sheriff’s Sale – filed 09/21/2016	Vol. LIV - 6531
Notice of Sheriff’s Sale – filed 12/22/2016	Vol. LXIII - 7715
Notice of Sheriff’s Sale (268812) – filed 10/31/2016.....	Vol. LIX - 7288
Notice of Sheriff’s Sale (268814) – filed 10/31/2016.....	Vol. LIX - 7297
Notice of Sheriff’s Sale (268816) – filed 10/31/2016.....	Vol. LIX - 7306
Notice of Special Appearance – filed 08/21/2015	Vol. XXVIII - 3334
Notice re: Proposed Judgment (as Between Defendant VP, Inc. and North Idaho Resorts and the Defendant JV, LLC) – filed 09/17/2015.....	Vol. XXX - 3545
Notice to Counsel – filed 04/06/2017	Vol. LXXVI - 9453
Objection to Lodged Record and Objection to Certificate of Mailing of Clerk’s Record – filed 04/25/2017	Vol. LXXVIII - 9825
Objection to Lodged Record and Objection to Certificate of Mailing of Clerk’s Record – filed 04/26/2017	Vol. LXXIX - 9844
Objection to Motion for an Order of Sale of Real Property – filed 08/04/2015	Vol. XXV - 2981
Objection to Proposed Final Judgment – filed 07/07/2015	Vol. XXIV - 2844
Objection to Valiant Idaho’s Second Motion for an Order of Sale of Real Property – filed 06/29/2016	Vol. XLI - 5015
Order Denying JV, LLC’s Request for Oral Argument – filed 08/03/2016.....	Vol. XLV - 5540
Order Denying Motions to Strike – filed 04/27/2016	Vol. XXXVII - 4487
Order Denying VP, Inc.’s Request for Oral Argument on Motion to Alter, Amend and Reconsider – filed 08/04/2016	Vol. XLVI - 5575
Order Denying VP, Incorporated’s Motion to Dismiss Third Party Complaint – filed 11/19/2014	Vol. X - 1174
Order Dismissing all Claims with Prejudice against Interstate Concrete and Asphalt Company – filed 09/13/2012	Vol. II - 330
Order Dismissing R.C. Worst & Company, and All Claims, Counterclaims, and Cross Claims thereof Pursuant to Oral Offer of Resolution Advanced to the Court on May 28, 2014 – filed 06/02/2014.....	Vol. V - 636
Order Extending the Temporary Restraining Order Against VP, Incorporated – filed 04/20/2017...	Vol. LXXVIII - 9819
Order for Entry of Default (Genesis Golf Builders) – filed 08/15/2013	Vol. III - 386
Order for Entry of Default (Genesis Golf Builders) – filed 11/01/2013	Vol. III - 423
Order for Entry of Default (Genesis Golf Builders, Inc.) – filed 08/29/2013	Vol. III - 392

Order for Entry of Default Against Amy Korengut – filed 12/10/2014.....	Vol. XII - 1495
Order for Entry of Default Against Bar K, Inc. – filed 02/03/2015	Vol. XXI - 2353
Order for Entry of Default Against C.E. Kramer Crane & Contracting, Inc. – filed 12/10/2014	Vol. XII - 1515
Order for Entry of Default Against Cross-defendant T-O Engineers, Inc. – filed 09/26/2014	Vol. VII - 896
Order for Entry of Default Against Genesis Golf Builders, Inc. – filed 12/10/2014	Vol. XII - 1507
Order for Entry of Default Against Independent Mortgage Ltd. Co. – filed 01/06/2015	Vol. XIII - 1633
Order for Entry of Default Against Montaheno Investments, LLC – filed 12/10/2014	Vol. XII - 1501
Order for Entry of Default Against Netta Source, LLC – filed 12/10/2014	Vol. XII - 1527
Order for Entry of Default Against Third Party Defendant Pend Oreille Bonner Development Holdings, Inc. – filed 10/21/2014.....	Vol. VIII - 969
Order for Entry of Default Against Third Party Defendants Frederick J. Grant and Christine Grant – filed 05/29/2015 ...	Vol. XXIV - 2773
Order for Entry of Default Against Timberline Investments, LLC – filed 01/06/2015	Vol. XIII - 1639
Order Granting Appellant JV, LLC’s Objection to Clerk’s Record and Motion to Make Additions to Clerk’s Record – filed 05/05/2017.....	Vol. LXXIX - 9928
Order Granting Appellants VP, Incorporated’s and North Idaho Resorts, LLC’s Objections to Lodged Record and Objections to Certificate of Mailing – filed 05/01/2017	Vol. LXXIX - 9879
Order Granting Cross-defendant, VP, Incorporated’s Request for Extension of Time to Answer or Otherwise Plead to Valiant, LLC’s Amended Answer to Allege a Counter-Claim and Cross-Claim and to Serve Third Party – filed 12/03/2014	Vol. XI - 1379
Order Granting Defendant Wells Fargo’s Motion to Dismiss with Prejudice – filed 03/16/2012	Vol. II - 312
Order Granting Defendants North Idaho Resorts, LLC and VP, Incorporated’s Motion for Enlargement of Time to File Answers and Responses to Discovery Requests Propounded by Valiant Idaho, LLC – filed 03/12/2015	Vol. XXII - 2557
Order Granting Injunction – filed 04/28/2017	Vol. LXXIX - 9871
Order Granting Leave for Withdrawal of Attorney – filed 05/18/2011	Vol. II - 260
Order Granting Motion to Enlarge Time to Respond to VP, Incorporated’s Motion to Dissolve Temporary Restraining Order – filed 04/17/2017.....	Vol. LXXVIII - 9742
Order Granting R.E. Loans, LLC’s Motion to Lift Automatic Stay (Mortgage Fund ’08 LLC) – filed 08/12/2013	Vol. III - 374
Order Granting R.E. Loans, LLC’s Request to Lift Automatic Stay – filed 08/24/2012.....	Vol. II - 325
Order Granting Respondent Valiant Idaho, LLC’s Objection to the Consolidated Clerk’s Record on Appeal – filed 05/03/2017	Vol. LXXIX - 9900
Order Granting Valiant Idaho, LLC Leave to Amend Answer to Allege a Counterclaim and Cross-Claim – filed 11/19/2014	Vol. X - 1164

Order Granting Valiant Idaho, LLC Leave to Serve its Third Party Complaint – filed 11/19/2014 Vol. X - 1160

Order Imposing Rule 11 Sanctions – filed 12/06/2016.....Vol. LX - 7458

Order of Entry of Default Against Russ Capital Group, LLC – filed 12/10/2014 Vol. XII - 1521

Order of Reassignment – filed 10/09/2014 Vol. VIII - 963

Order on Stipulation to Entry of Judgment Against Charles W. Reeves and Ann B. Reeves – filed 11/20/2014 ... Vol. XI - 1317

Order on Stipulation to Entry of Judgment Against Dan S. Jacobson, Sage Holdings LLC and Steven G. Lazar – filed 01/06/2015 Vol. XIII - 1645

Order on Stipulation to Entry of Judgment Against First American Title Company of Idaho – filed 12/17/2014 Vol. XIII - 1576

Order on Stipulation to Entry of Judgment Against Idaho Club Homeowner’s Association, Inc. – filed 01/15/2015 . Vol. XIV - 1700

Order on Stipulation to Entry of Judgment Against Mountain West Bank – filed 02/06/2015 Vol. XXII - 2473

Order on Stipulation to Entry of Judgment Against Pend Oreille Bonner Development Holdings, Inc. – filed 11/20/2014 Vol. XI - 1276

Order on Stipulation to Entry of Judgment Against Pend Oreille Bonner Development, LLC – filed 11/20/2014 Vol. XI - 1296

Order on Valiant Idaho, LLC’s Application for an Extension to Respond to VP, Incorporated’s Motion for Order Allowing Use and Access of Parcels 1 and 2 – filed 03/28/2017 Vol. LXXV - 9421

Order on Valiant Idaho, LLC’s Motion for a Temporary Restraining Order Against VP, Incorporated – filed 04/13/2017 Vol. LXXVII - 9707

Order on Valiant Idaho, LLC’s Motion for an Injunction Against VP, Incorporated – filed 04/26/2017..... Vol. LXXIX - 9853

Order Partially Vacating the Court’s May 1, 2017 Order Granting NIR’s and VP’s Objection to Lodged Record – filed 05/03/2017 Vol. LXXIX - 9904

Order re: JV, LLC’s Motion and Application for Stay of Execution Upon Posting a Cash Deposit – filed 02/21/2017 Vol. LXXI - 8822

Order re: JV, LLC’s Third Party Claim and Motion for Stay of Execution – filed 11/04/2016Vol. LX - 7399

Order re: Proposed Judgment and Proposed Decree of Foreclosure – filed 07/18/2016 Vol. XLIII - 5303

Order re: Sale of Real Property – filed 07/14/2016 Vol. XLIII - 5270

Order re: Valiant Idaho LLC’s Motions *In Limine* – filed 12/29/2015 Vol. XXXV - 4266

Order Regarding Disqualification of Judge – filed 10/06/2014 Vol. VIII - 953

Order Requesting Response Brief from Valiant Idaho, LLC – filed 03/27/2017 Vol. LXXV - 9413

Order Requiring Submissions – filed 07/14/2016.....Vol. XLIII - 5264

Order Setting Trial and Pretrial Order – filed 09/03/2015	Vol. XXX - 3521
Order Settling Trial and Pretrial Order – filed 11/20/2014	Vol. X - 1270
Order Shortening Time to Have Heard Valiant Idaho, LLC’s (1) Motion Contesting JV, LLC’s Third Party Claim; and Opposition to JV, LLC’s Motion for Stay of Execution; and (2) Motion for Sanctions under IC 12-123 and IRCP 11 – filed 11/03/2016	Vol. LX - 7372
Order Substituting Valiant Idaho, LLC in Place of Mortgage Fund ’08 LLC as the Real Party in Interest – filed 11/19/2014	Vol. X - 1171
Order Substituting Valiant Idaho, LLC in Place of Pensco Trust Co. as the Real Party in Interest – filed 11/19/2014	Vol. X - 1168
Order Substituting Valiant Idaho, LLC in Place of R.E. Loans, LLC as the Real Party in Interest – filed 08/07/2014	Vol. V - 667
Order Substituting Valiant Idaho, LLC in Place of Wells Fargo Capital Finance, LLC as the Real Party in Interest – filed 09/12/2014	Vol. VI - 781
Order Vacating Decree of Foreclosure Entered on August 5, 2015 – filed 09/17/2015	Vol. XXX - 3549
Order Vacating Decree of Foreclosure entered on June 22, 2016 – filed 07/14/2016	Vol. XLIII - 5268
Order Vacating Judgment – filed 07/14/2016	Vol. XLIII - 5266
Order Vacating Judgment Entered on August 5, 2015 – filed 09/17/2015	Vol. XXX - 3552
R.C. Worst & Company, Inc.’s Motion for Entry of Default (Genesis Golf Builders) – filed 08/14/2013	Vol. III - 378
R.E. Loans, LLC’s Answer to Complaint – filed 04/21/2011.....	Vol. II - 245
R.E. Loans, LLC’s Memorandum in Support of its Motion for Summary Judgment Against Cross-claimant ACI Northwest, Inc. – filed 04/29/2014	Vol. III - 441
R.E. Loans, LLC’s Memorandum in Support of its Motion for Summary Judgment Against Cross-claimant R.C. Worst & Company, Inc. – filed 04/29/2014	Vol. IV - 491
R.E. Loans, LLC’s Motion for Entry of Default (Genesis Golf Builders) – filed 08/12/2013.....	Vol. III - 362
R.E. Loans, LLC’s Motion for Summary Judgment Against Cross-Claimant ACI Northwest, Inc. – filed 04/29/2014	Vol. III - 438
R.E. Loans, LLC’s Motion for Summary Judgment Against Cross-Claimant R.C. Worst & Company, Inc. – filed 04/29/2014	Vol. IV - 488
R.E. Loans, LLC’s Motion to Lift Automatic Stay (Mortgage Fund ’08 LLC) – filed 06/26/2013	Vol. II - 336
R.E. Loans, LLC’s Request to Lift the Automatic Stay – filed 06/28/2012	Vol. II - 317
Renewed Motion for Reconsideration and Clarification – filed 06/16/2015	Vol. XXIV - 2781
Reply by R.E. Loans, LLC to Cross-claim by ACI Northwest, Inc. – filed 02/04/2011.....	Vol. II - 237
Reply Memorandum in Support of Motion for Order Allowing Use and Access of Parcels 1 and 2 and Application for Stay of Enforcement of Order Granting Valiant Idaho, LLC’s Motion to Enforce Judgment – filed 04/17/2017	Vol. LXXVIII - 9745

Reply Memorandum in Support of Renewed Motion for Reconsideration and Clarification – filed 07/07/2015	Vol. XXIV - 2837
Reply Memorandum in Support of Valiant Idaho, LLC’s Motion <i>In Limine</i> re: North Idaho Resorts, LLC and VP, Inc. – filed 12/28/2015.....	Vol. XXXV - 4243
Reply Memorandum in Support of Valiant Idaho, LLC’s Motion <i>In Limine</i> re: JV, LLC – filed 12/28/2015.....	Vol. XXXV - 4253
Reply Memorandum to Valiant’s Opposition to Motion for New Trial – filed 08/15/2016.....	Vol. XLVII - 5787
Reply to Defendants North Idaho Resorts, LLC’s and VP, Incorporated’s Memorandum in Opposition to Valiant Idaho, LLC’s Motion to Strike Inadmissible Evidence – filed 10/21/2015	Vol. XXXIII - 3962
Reply to JV, LLC’s Response to Valiant Idaho, LLC’s Motion to Strike Inadmissible Evidence – filed 10/21/2015..	Vol. XXXIII - 3955
Request for Judicial Notice – filed 02/04/2015	Vol. XXI - 2372
ROA Report for Case CV2009-1810 – printed May 10, 2017.....	Vol. I - 65
Second Subpoena Duces Tecum to First American Title Company – filed 09/18/2015.....	Vol. XXX - 3620
Sheriff’s Certificate of Sale (Idaho Club – Parcel 1) – filed 12/22/2016	Vol. LXII - 7747
Sheriff’s Certificate of Sale (Idaho Club – Parcel 10) – filed 12/22/2016	Vol. LXII - 7767
Sheriff’s Certificate of Sale (Idaho Club – Parcel 100) – filed 12/22/2016	Vol. LXV - 8039
Sheriff’s Certificate of Sale (Idaho Club – Parcel 101) – filed 12/22/2016	Vol. LXV - 8042
Sheriff’s Certificate of Sale (Idaho Club – Parcel 102) – filed 12/22/2016	Vol. LXV - 8045
Sheriff’s Certificate of Sale (Idaho Club – Parcel 103) – filed 12/22/2016	Vol. LXV - 8048
Sheriff’s Certificate of Sale (Idaho Club – Parcel 104) – filed 12/22/2016	Vol. LXV - 8051
Sheriff’s Certificate of Sale (Idaho Club – Parcel 105) – filed 12/22/2016	Vol. LXV - 8054
Sheriff’s Certificate of Sale (Idaho Club – Parcel 106) – filed 12/22/2016	Vol. LXV - 8057
Sheriff’s Certificate of Sale (Idaho Club – Parcel 107) – filed 12/22/2016	Vol. LXV - 8060
Sheriff’s Certificate of Sale (Idaho Club – Parcel 108) – filed 12/22/2016	Vol. LXV - 8063
Sheriff’s Certificate of Sale (Idaho Club – Parcel 109) – filed 12/22/2016	Vol. LXV - 8066
Sheriff’s Certificate of Sale (Idaho Club – Parcel 11) – filed 12/22/2016	Vol. LXII - 7770
Sheriff’s Certificate of Sale (Idaho Club – Parcel 110) – filed 12/22/2016	Vol. LXV - 8069
Sheriff’s Certificate of Sale (Idaho Club – Parcel 111) – filed 12/22/2016	Vol. LXV - 8072
Sheriff’s Certificate of Sale (Idaho Club – Parcel 112) – filed 12/22/2016	Vol. LXV - 8075
Sheriff’s Certificate of Sale (Idaho Club – Parcel 113) – filed 12/22/2016	Vol. LXV - 8078

Sheriff's Certificate of Sale (Idaho Club – Parcel 114) – filed 12/22/2016	Vol. LXV - 8081
Sheriff's Certificate of Sale (Idaho Club – Parcel 115) – filed 12/22/2016	Vol. LXV - 8084
Sheriff's Certificate of Sale (Idaho Club – Parcel 116) – filed 12/22/2016	Vol. LXV - 8087
Sheriff's Certificate of Sale (Idaho Club – Parcel 117) – filed 12/22/2016	Vol. LXV - 8090
Sheriff's Certificate of Sale (Idaho Club – Parcel 118) – filed 12/22/2016	Vol. LXV - 8093
Sheriff's Certificate of Sale (Idaho Club – Parcel 119) – filed 12/22/2016	Vol. LXV - 8097
Sheriff's Certificate of Sale (Idaho Club – Parcel 12) – filed 12/22/2016	Vol. LXII - 7773
Sheriff's Certificate of Sale (Idaho Club – Parcel 120) – filed 12/22/2016	Vol. LXV - 8100
Sheriff's Certificate of Sale (Idaho Club – Parcel 122) – filed 12/22/2016	Vol. LXV - 8103
Sheriff's Certificate of Sale (Idaho Club – Parcel 123) – filed 12/22/2016	Vol. LXV - 8106
Sheriff's Certificate of Sale (Idaho Club – Parcel 124) – filed 12/22/2016	Vol. LXV - 8109
Sheriff's Certificate of Sale (Idaho Club – Parcel 125) – filed 12/22/2016	Vol. LXV - 8112
Sheriff's Certificate of Sale (Idaho Club – Parcel 126) – filed 12/22/2016	Vol. LXV - 8115
Sheriff's Certificate of Sale (Idaho Club – Parcel 127) – filed 12/22/2016	Vol. LXV - 8118
Sheriff's Certificate of Sale (Idaho Club – Parcel 128) – filed 12/22/2016	Vol. LXV - 8121
Sheriff's Certificate of Sale (Idaho Club – Parcel 129) – filed 12/22/2016	Vol. LXVI - 8124
Sheriff's Certificate of Sale (Idaho Club – Parcel 13) – filed 12/22/2016	Vol. LXII - 7776
Sheriff's Certificate of Sale (Idaho Club – Parcel 130) – filed 12/22/2016	Vol. LXVI - 8127
Sheriff's Certificate of Sale (Idaho Club – Parcel 131) – filed 12/22/2016	Vol. LXVI - 8130
Sheriff's Certificate of Sale (Idaho Club – Parcel 132) – filed 12/22/2016	Vol. LXVI - 8133
Sheriff's Certificate of Sale (Idaho Club – Parcel 133) – filed 12/22/2016	Vol. LXVI - 8136
Sheriff's Certificate of Sale (Idaho Club – Parcel 134) – filed 12/22/2016	Vol. LXVI - 8139
Sheriff's Certificate of Sale (Idaho Club – Parcel 135) – filed 12/22/2016	Vol. LXVI - 8142
Sheriff's Certificate of Sale (Idaho Club – Parcel 136) – filed 12/22/2016	Vol. LXVI - 8145
Sheriff's Certificate of Sale (Idaho Club – Parcel 137) – filed 12/22/2016	Vol. LXVI - 8148
Sheriff's Certificate of Sale (Idaho Club – Parcel 138) – filed 12/22/2016	Vol. LXVI - 8151
Sheriff's Certificate of Sale (Idaho Club – Parcel 139) – filed 12/22/2016	Vol. LXVI - 8154
Sheriff's Certificate of Sale (Idaho Club – Parcel 14) – filed 12/22/2016	Vol. LXII - 7779

Sheriff's Certificate of Sale (Idaho Club – Parcel 141) – filed 12/22/2016	Vol. LXVI - 8160
Sheriff's Certificate of Sale (Idaho Club – Parcel 142) – filed 12/22/2016	Vol. LXVI - 8163
Sheriff's Certificate of Sale (Idaho Club – Parcel 143) – filed 12/22/2016	Vol. LXVI - 8166
Sheriff's Certificate of Sale (Idaho Club – Parcel 144) – filed 12/22/2016	Vol. LXVI - 8169
Sheriff's Certificate of Sale (Idaho Club – Parcel 145) – filed 12/22/2016	Vol. LXVI - 8172
Sheriff's Certificate of Sale (Idaho Club – Parcel 146) – filed 12/22/2016	Vol. LXVI - 8175
Sheriff's Certificate of Sale (Idaho Club – Parcel 147) – filed 12/22/2016	Vol. LXVI - 8178
Sheriff's Certificate of Sale (Idaho Club – Parcel 148) – filed 12/22/2016	Vol. LXVI - 8181
Sheriff's Certificate of Sale (Idaho Club – Parcel 149) – filed 12/22/2016	Vol. LXVI - 8184
Sheriff's Certificate of Sale (Idaho Club – Parcel 15) – filed 12/22/2016	Vol. LXII - 7782
Sheriff's Certificate of Sale (Idaho Club – Parcel 150) – filed 12/22/2016	Vol. LXVI - 8187
Sheriff's Certificate of Sale (Idaho Club – Parcel 151) – filed 12/22/2016	Vol. LXVI - 8190
Sheriff's Certificate of Sale (Idaho Club – Parcel 152) – filed 12/22/2016	Vol. LXVI - 8193
Sheriff's Certificate of Sale (Idaho Club – Parcel 153) – filed 12/22/2016	Vol. LXVI - 8196
Sheriff's Certificate of Sale (Idaho Club – Parcel 154) – filed 12/22/2016	Vol. LXVI - 8199
Sheriff's Certificate of Sale (Idaho Club – Parcel 155) – filed 12/22/2016	Vol. LXVI - 8202
Sheriff's Certificate of Sale (Idaho Club – Parcel 156) – filed 12/22/2016	Vol. LXVI - 8205
Sheriff's Certificate of Sale (Idaho Club – Parcel 157) – filed 12/22/2016	Vol. LXVI - 8208
Sheriff's Certificate of Sale (Idaho Club – Parcel 158) – filed 12/22/2016	Vol. LXVI - 8211
Sheriff's Certificate of Sale (Idaho Club – Parcel 159) – filed 12/22/2016	Vol. LXVI - 8214
Sheriff's Certificate of Sale (Idaho Club – Parcel 16) – filed 12/22/2016	Vol. LXII - 7785
Sheriff's Certificate of Sale (Idaho Club – Parcel 163) – filed 12/22/2016	Vol. LXVI - 8219
Sheriff's Certificate of Sale (Idaho Club – Parcel 17) – filed 12/22/2016	Vol. LXII - 7788
Sheriff's Certificate of Sale (Idaho Club – Parcel 177) – filed 12/22/2016	Vol. LXVI - 8223
Sheriff's Certificate of Sale (Idaho Club – Parcel 19) – filed 12/22/2016	Vol. LXII - 7791
Sheriff's Certificate of Sale (Idaho Club – Parcel 2) – filed 12/22/2016	Vol. LXII - 7750
Sheriff's Certificate of Sale (Idaho Club – Parcel 20) – filed 12/22/2016	Vol. LXII - 7795
Sheriff's Certificate of Sale (Idaho Club – Parcel 21) – filed 12/22/2016	Vol. LXII - 7798
Sheriff's Certificate of Sale (Idaho Club – Parcel 22) – filed 12/22/2016	Vol. LXII - 7801

Sheriff's Certificate of Sale (Idaho Club – Parcel 23) – filed 12/22/2016	Vol. LXII - 7804
Sheriff's Certificate of Sale (Idaho Club – Parcel 24) – filed 12/22/2016	Vol. LXII - 7807
Sheriff's Certificate of Sale (Idaho Club – Parcel 25) – filed 12/22/2016	Vol. LXII - 7810
Sheriff's Certificate of Sale (Idaho Club – Parcel 26) – filed 12/22/2016	Vol. LXII - 7813
Sheriff's Certificate of Sale (Idaho Club – Parcel 27) – filed 12/22/2016	Vol. LXII - 7816
Sheriff's Certificate of Sale (Idaho Club – Parcel 28) – filed 12/22/2016	Vol. LXII - 7819
Sheriff's Certificate of Sale (Idaho Club – Parcel 29) – filed 12/22/2016	Vol. LXII - 7822
Sheriff's Certificate of Sale (Idaho Club – Parcel 30) – filed 12/22/2016	Vol. LXII - 7825
Sheriff's Certificate of Sale (Idaho Club – Parcel 31) – filed 12/22/2016	Vol. LXII - 7828
Sheriff's Certificate of Sale (Idaho Club – Parcel 32) – filed 12/22/2016	Vol. LXII - 7831
Sheriff's Certificate of Sale (Idaho Club – Parcel 33) – filed 12/22/2016	Vol. LXII - 7834
Sheriff's Certificate of Sale (Idaho Club – Parcel 34) – filed 12/22/2016	Vol. LXII - 7837
Sheriff's Certificate of Sale (Idaho Club – Parcel 35) – filed 12/22/2016	Vol. LXII - 7840
Sheriff's Certificate of Sale (Idaho Club – Parcel 36) – filed 12/22/2016	Vol. LXII - 7843
Sheriff's Certificate of Sale (Idaho Club – Parcel 37) – filed 12/22/2016	Vol. LXII - 7846
Sheriff's Certificate of Sale (Idaho Club – Parcel 38) – filed 12/22/2016	Vol. LXII - 7849
Sheriff's Certificate of Sale (Idaho Club – Parcel 39) – filed 12/22/2016	Vol. LXIV - 7852
Sheriff's Certificate of Sale (Idaho Club – Parcel 40) – filed 12/22/2016	Vol. LXIV - 7855
Sheriff's Certificate of Sale (Idaho Club – Parcel 41) – filed 12/22/2016	Vol. LXIV - 7858
Sheriff's Certificate of Sale (Idaho Club – Parcel 42) – filed 12/22/2016	Vol. LXIV - 7861
Sheriff's Certificate of Sale (Idaho Club – Parcel 43) – filed 12/22/2016	Vol. LXIV - 7864
Sheriff's Certificate of Sale (Idaho Club – Parcel 44) – filed 12/22/2016	Vol. LXIV - 7867
Sheriff's Certificate of Sale (Idaho Club – Parcel 45) – filed 12/22/2016	Vol. LXIV - 7870
Sheriff's Certificate of Sale (Idaho Club – Parcel 46) – filed 12/22/2016	Vol. LXIV - 7873
Sheriff's Certificate of Sale (Idaho Club – Parcel 47) – filed 12/22/2016	Vol. LXIV - 7876
Sheriff's Certificate of Sale (Idaho Club – Parcel 48) – filed 12/22/2016	Vol. LXIV - 7879
Sheriff's Certificate of Sale (Idaho Club – Parcel 49) – filed 12/22/2016	Vol. LXIV - 7881
Sheriff's Certificate of Sale (Idaho Club – Parcel 5) – filed 12/22/2016	Vol. LXII - 7754
Sheriff's Certificate of Sale (Idaho Club – Parcel 50) – filed 12/22/2016	Vol. LXIV - 7884

Sheriff's Certificate of Sale (Idaho Club – Parcel 8) – filed 12/22/2016	Vol. LXII - 7761
Sheriff's Certificate of Sale (Idaho Club – Parcel 80) – filed 12/22/2016	Vol. LXIV - 7978
Sheriff's Certificate of Sale (Idaho Club – Parcel 81) – filed 12/22/2016	Vol. LXIV - 7981
Sheriff's Certificate of Sale (Idaho Club – Parcel 82) – filed 12/22/2016	Vol. LXIV - 7984
Sheriff's Certificate of Sale (Idaho Club – Parcel 83) – filed 12/22/2016	Vol. LXV - 7987
Sheriff's Certificate of Sale (Idaho Club – Parcel 84) – filed 12/22/2016	Vol. LXV - 7990
Sheriff's Certificate of Sale (Idaho Club – Parcel 85) – filed 12/22/2016	Vol. LXV - 7993
Sheriff's Certificate of Sale (Idaho Club – Parcel 86) – filed 12/22/2016	Vol. LXV - 7996
Sheriff's Certificate of Sale (Idaho Club – Parcel 87) – filed 12/22/2016	Vol. LXV - 7999
Sheriff's Certificate of Sale (Idaho Club – Parcel 88) – filed 12/22/2016	Vol. LXV - 8002
Sheriff's Certificate of Sale (Idaho Club – Parcel 89) – filed 12/22/2016	Vol. LXV - 8005
Sheriff's Certificate of Sale (Idaho Club – Parcel 9) – filed 12/22/2016	Vol. LXII - 7764
Sheriff's Certificate of Sale (Idaho Club – Parcel 90) – filed 12/22/2016	Vol. LXV - 8008
Sheriff's Certificate of Sale (Idaho Club – Parcel 91) – filed 12/22/2016	Vol. LXV - 8011
Sheriff's Certificate of Sale (Idaho Club – Parcel 92) – filed 12/22/2016	Vol. LXV - 8014
Sheriff's Certificate of Sale (Idaho Club – Parcel 93) – filed 12/22/2016	Vol. LXV - 8017
Sheriff's Certificate of Sale (Idaho Club – Parcel 94) – filed 12/22/2016	Vol. LXV - 8020
Sheriff's Certificate of Sale (Idaho Club – Parcel 95) – filed 12/22/2016	Vol. LXV - 8023
Sheriff's Certificate of Sale (Idaho Club – Parcel 96) – filed 12/22/2016	Vol. LXV - 8027
Sheriff's Certificate of Sale (Idaho Club – Parcel 97) – filed 12/22/2016	Vol. LXV - 8030
Sheriff's Certificate of Sale (Idaho Club – Parcel 98) – filed 12/22/2016	Vol. LXV - 8033
Sheriff's Certificate of Sale (Idaho Club – Parcel 99) – filed 12/22/2016	Vol. LXV - 8036
Sheriff's Certificate on Return of Service, Writ of Execution – filed 04/06/2017	Vol. LXXV - 9446
Sheriff's Certificate on Return of Service, Writ of Execution (NIR) – filed 11/18/2016	Vol. LX - 7411
Sheriff's Certificate on Return of Service, Writ of Execution (VP, Inc.)– filed 11/18/2016	Vol. LX - 7424
Sheriff's Return on Sale – filed 12/22/2016	Vol. LXII - 7680
Sheriff's Return on Writ of Execution – filed 12/22/2016	Vol. LXII - 7714
Sheriff's Service on Writ of Execution – filed 09/21/2016	Vol. LIII - 6507
Special Appearance on Behalf of Defendant Mortgage Fund '08, LLC – filed 10/05/2010	Vol. II - 228

Special Appearance on Behalf of Defendant Pensco Trust Co., Custodian FBO Barney Ng – filed 05/24/2010	Vol. II - 201
Stay Order (Mortgage Fund '08, LLC) – filed 09/29/2011	Vol. II - 284
Stay Order (R.E. Loans, LLC) – filed 09/29/2011	Vol. II - 275
Stipulation for Settlement and Dismissal of JV, LLC's Third Party Complaint Against Idaho Club Homeowner's Association, Inc. – filed 01/09/2015	Vol. XIII - 1666
Stipulation for Settlement and for Judgment as Between Defendant VP, Inc. and North Idaho Resorts and the Defendant JV, LLC – filed 08/24/2015	Vol. XXVIII - 3340
Stipulation to Entry of Judgment Against Charles W. Reeves and Anna B. Reeves – filed 11/19/2014	Vol. X - 1200
Stipulation to Entry of Judgment Against Dan S. Jacobson; Sage Holdings, LLC; and Steven G. Lazar – filed 01/02/2015	Vol. XIII - 1611
Stipulation to Entry of Judgment Against First American Title Company of Idaho – filed 12/17/2014	Vol. XIII - 1555
Stipulation to Entry of Judgment Against Idaho Club Homeowner's Association, Inc. – filed 01/12/2015	Vol. XIII - 1673
Stipulation to Entry of Judgment Against Mountain West Bank – filed 02/04/2015	Vol. XXI - 2452
Stipulation to Entry of Judgment Against Pend Oreille Bonner Development, LLC – filed 11/19/2014	Vol. X - 1178
Stipulation to Entry of Judgment Against Pend Oreille Bonner Development Holdings, Inc. – filed 11/19/2014	Vol. X - 1221
Subpoena Duces Tecum to First American Tile Company – filed 09/18/2015	Vol. XXX - 3555
Substitution of Counsel – filed 08/29/2011	Vol. II - 264
Summons on Third Party Complaint brought by Third Party Plaintiff Valiant Idaho, LLC [Pend Oreille Bonner Development Holdings, Inc.] – filed 09/03/2014	Vol. VI - 768
Supplemental Declaration of Jeff R. Sykes in Support of Memorandum in Reply to JV, LLC's Memorandum in Opposition to Valiant Idaho, LLC's Motion for Summary Judgment – filed 03/11/2015	Vol. XXII - 2528
Supplemental Memorandum in Support of Valiant Idaho, LLC's Motion Contesting JV, LLC's Third Party Claim; and Opposition to JV, LLC's Motion for Stay of Execution – filed 11/04/2016	Vol. LX - 7387
Supreme Court Order re: 44583 - Consolidating Appeal nos. 44583, 44584 and 44585 – filed 11/04/2016	Vol. I - 166
Supreme Court Order re: 44584 - Consolidating Appeal nos. 44583, 44584 and 44585 – filed 11/04/2016	Vol. I - 168
Supreme Court Order re: 44585 - Consolidating Appeal nos. 44583, 44584 and 44585 – filed 11/04/2016	Vol. I - 170
Table of Contents	Vol. I - 3
Third Party Defendant Idaho Club Homeowner's Association, Inc.'s Motion and Memorandum to Dismiss Claim Asserted by Third Party Plaintiff JV, LLC – filed 11/07/2014	Vol. VIII - 996
Third Party Defendant Panhandle Management, Incorporated's Motion and Memorandum to Dismiss Claims Asserted by Third Party Plaintiff JV, LLC – filed 11/07/2014	Vol. VIII - 1006

Title Page	Vol. I - 1
Valiant Idaho, LLC's Amended Request for Additional Transcript and Record on Appeal – filed 10/20/2016	Vol. I - 7279
Valiant Idaho, LLC's Amended Request for Additional Transcript and Record on Appeal – filed 01/30/2017	Vol. LXVII - 8254
Valiant Idaho, LLC's Application for an Extension to Respond to VP, Incorporated's Motion for Order Allowing Use and Access of Parcels 1 and 2, and Application for Stay of Enforcement of Order Granting Motion to Enforce Judgment – filed 03/28/2017	Vol. LXXV - 9418
Valiant Idaho, LLC's Closing Argument – filed 03/14/2016	Vol. XXXVII - 4444
Valiant Idaho, LLC's Counterclaim, Cross-claim and Third Party Complaint for Judicial Foreclosure – filed 08/19/2014	Vol. VI - 739
Valiant Idaho, LLC's Identification of Trial Exhibits – filed 01/14/2016	Vol. XXXVI - 4286
Valiant Idaho, LLC's Identification of Trial Witnesses – filed 01/14/2016	Vol. XXXVI - 4294
Valiant Idaho, LLC's Memorandum in Opposition to JV, LLC's Motion to Alter, Amend, and Reconsider re: (1) Memorandum Decision and Order; (2) Judgment; (3) Decree of Foreclosure; and (4) Order of Sale – filed 08/10/2016 ..	Vol. XLVI - 5584
Valiant Idaho, LLC's Memorandum in Opposition to JV, LLC's Objection and Motion to Disallow Memorandum of Costs and Attorney's Fees – filed 08/11/2016	Vol. XLVII - 5728
Valiant Idaho, LLC's Memorandum in Opposition to VP, Inc.'s Motion for a New Trial – filed 08/10/2016	Vol. XLVI - 5577
Valiant Idaho, LLC's Memorandum in Opposition to VP, Inc.'s Motion to Alter, Amend and Reconsider the Decree of Foreclosure and Judgment – filed 08/10/2016	Vol. XLVI - 5673
Valiant Idaho, LLC's Memorandum in Opposition to VP, Incorporated's Motion for Order Allowing Use and Access of Parcels 1 and 2, and Application for Stay of Enforcement of Order Granting Motion to Enforce Judgment – filed 04/12/2017	Vol. LXXVII - 9665
Valiant Idaho, LLC's Memorandum in Opposition to VP, Incorporated's Motion to Dissolve Temporary Restraining Order – filed 04/18/2017	Vol. LXXVIII - 9790
Valiant Idaho, LLC's Memorandum in Reply to VP, Incorporated's Opposition to Motion to Clarify Court's Memorandum Decision and Order Granting Valiant Idaho, LLC's Motion to Enforce Judgment – filed 04/03/2017	Vol. LXXV - 9436
Valiant Idaho, LLC's Memorandum in Response to VP, Inc.'s Objection and Motion to Disallow Memorandum of Costs and Attorney's Fees – filed 08/11/2016	Vol. XLVII - 5746
Valiant Idaho, LLC's Memorandum in Support of Motion for a Temporary Restraining Order and Preliminary Injunction Against VP, Incorporated – filed 04/13/2017	Vol. LXXVII - 9686
Valiant Idaho, LLC's Memorandum in Support of Motion for Sanctions Under IC 12-123 and IRCP 11 – filed 08/11/2016	Vol. XLVII - 5770
Valiant Idaho, LLC's Memorandum in Support of Motion for Sanctions Under IC 12-123 and IRCP 11 – filed 11/03/2016	Vol. LX - 7378

Valiant Idaho, LLC's Memorandum of Costs and Attorney's Fees – filed 07/06/2016	Vol. XLI - 5019
Valiant Idaho, LLC's Memorandum of Costs and Attorneys' Fees Against JV, LLC – filed 11/25/2016...	Vol. LX - 7438
Valiant Idaho, LLC's Motion Contesting JV, LLC's Third Party Claim; and Opposition to JV, LLC's Motion for Stay of Execution – filed 11/03/2016.....	Vol. LX - 7361
Valiant Idaho, LLC's Motion for a Temporary Restraining Order and Preliminary Injunction Against VP, Incorporated – filed 04/13/2017.....	Vol. LXXVII - 9683
Valiant Idaho, LLC's Motion for an Order of Sale of Real Property – filed 07/22/2015	Vol. XXV - 2880
Valiant Idaho, LLC's Motion for an Order of Sale of Real Property – filed 06/22/2016.....	Vol. XLI - 4985
Valiant Idaho, LLC's Motion for Entry of Default Against Counter-Defendant Genesis Golf Builders, Inc. – filed 12/08/2014.....	Vol. XI - 1382
Valiant Idaho, LLC's Motion for Entry of Default Against Cross-defendant T-O Engineers, Inc. – filed 09/26/2014. Vol. VII - 879	
Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendant Pend Oreille Bonner Development Holdings, Inc. – filed 10/03/2014	Vol. VII - 913
Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendant Amy Korengut – filed 12/08/2014	Vol. XI - 1394
Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendant Independent Mortgage Ltd. Co. – filed 12/08/2014.....	Vol. XII - 1414
Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendant C.E. Kramer Crane & Contracting, Inc. – filed 12/08/2014	Vol. XII - 1429
Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendant Netta Source, LLC – filed 12/08/2014	Vol. XII - 1444
Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendant Montaheno Investments, LLC – filed 12/08/2014	Vol. XII - 1459
Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendant Russ Capital Group, LLC – filed 12/08/2014.....	Vol. XII - 1474
Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendant Timberline Investments, LLC – filed 12/22/2014.....	Vol. XIII - 1596
Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendant Bar K, Inc. – filed 02/02/2015.....	Vol. XX - 2337
Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendants Frederick J. Grant and Christine Grant – filed 05/22/2015.....	Vol. XXIV - 2749
Valiant Idaho, LLC's Motion for Entry of Final Judgment – filed 05/20/2015.....	Vol. XXII - 2600
Valiant Idaho, LLC's Motion for Leave to Amend Third Party Complaint to Join an Additional Party – filed 11/24/2014	Vol. XI - 1337
Valiant Idaho, LLC's Motion for Relief from Automatic Stay – filed 09/21/2016	Vol. LIV - 6562

Valiant Idaho, LLC's Motion for Sanctions Under IC 12-123 and IRCP 11 – filed 11/03/2016 Vol. LX - 7375

Valiant Idaho, LLC's Motion for Summary Judgment Against JV, LLC; North Idaho Resorts, LLC; and VP, Incorporated – filed 01/20/2015 Vol. XIV - 1720

Valiant Idaho, LLC's Motion *In Limine* re: JV, LLC – filed 12/15/2015..... Vol. XXXIV - 4034

Valiant Idaho, LLC's Motion *In Limine* re: North Idaho Resorts, LLC and VP, Inc. – filed 12/15/2015 Vol. XXXIV - 4032

Valiant Idaho, LLC's Motion to Alter, Amend and/or Reconsider the Order of Sale of Real Property – filed 08/19/2015 Vol. XXVII - 3249

Valiant Idaho, LLC's Motion to Amend Decree of Foreclosure – filed 08/19/2015 Vol. XXVII - 3240

Valiant Idaho, LLC's Motion to Clarify Court's Memorandum Decision and Order Granting Valiant Idaho, LLC's Motion to Enforce Judgment – filed 03/20/2017 Vol. LXXV - 9399

Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) – filed 02/08/2017 Vol. LXVII - 8268

Valiant Idaho, LLC's Motion to Strike Inadmissible Evidence – filed 10/09/2015 Vol. XXXI - 3733

Valiant Idaho, LLC's Notice of Depost – filed 04/13/2017..... Vol. LXXXVIII - 9711

Valiant Idaho, LLC's Notice of Hearing on VP, Incorporated's Motion for Order Allowing Use and Access of Parcels 1 and 2, etc. – filed 03/28/2017 Vol. LXXV - 9415

Valiant Idaho, LLC's Notice of Intent to Take Default – filed 09/10/2014 Vol. VI - 776

Valiant Idaho, LLC's Notice of Intent to Take Default – filed 09/25/2014 Vol. VII - 874

Valiant Idaho, LLC's Notice of Intent to Take Default – filed 10/03/2014 Vol. VII - 911

Valiant Idaho, LLC's Notice of Intent to Take Default – filed 12/08/2014 Vol. XII - 1489

Valiant Idaho, LLC's Notice of Non-Objection to JV, LLC's Motion and Application for Stay of Execution Upon Posting a Cash Deposit, and Errata Thereto – filed 02/16/2017 Vol. LXX - 8743

Valiant Idaho, LLC's Notice of Objection to the Consolidated Clerk's Record on Appeal – filed 05/02/2017..... Vol. LXXIX - 9883

Valiant Idaho, LLC's Objection to JV, LLC's Proposed Judgment Submitted 09/10/2015 (As Between Defendants JV, LLC and North Idaho Resorts, LLC/VP Incorporated) – filed 09/16/2015 Vol. XXX - 3538

Valiant Idaho, LLC's Objections and Opposition to North Idaho Resorts, LLC and VP, Incorporated's Motion to Reconsider and Motion to Alter and Amend Judgment – filed 10/01/2015 Vol. XXXI - 3721

Valiant Idaho, LLC's Reply to: (1) JV LLC's Answer to Valiant Idaho, LLC's Counterclaim, Cross-claim and Third-party Complaint for Judicial Foreclosure; and (2) JV LLC's Cross-claim and Third Party Complaint – filed 12/15/2014 Vol. XII - 1541

Valiant Idaho, LLC's Request for Additional Transcript and Record on Appeal – filed 09/23/2016 Vol. LIV - 6581

Valiant Idaho, LLC's Request for Additional Transcript and Record on Appeal – filed 10/07/2016 Vol. LIX - 7238

Valiant Idaho, LLC's Request for Additional Transcript and Record on Appeal – filed 10/20/2016 Vol. LIX - 7268

Valiant Idaho, LLC's Response and Objections to JV, LLC's Post-trial Memorandum and Argument – filed 05/26/2016	Vol. XXXVII - 4574
Valiant Idaho, LLC's Response and Rebuttal to VP, Inc.'s Closing Argument – filed 05/26/2016	Vol. XXXVIII - 4551
Valiant Idaho, LLC's Second Motion to Strike Inadmissible Evidence – filed 10/20/2015	Vol. XXXIII - 3940
Valiant Idaho, LLC's Third Motion for Summary Judgment – filed 09/25/2015	Vol. XXX - 3623
Valiant Idaho, LLC's Trial Brief – filed 01/21/2016	Vol. XXXVI - 4306
Valiant Idaho, LLC's Trial Brief – filed 01/25/2016	Vol. XXXVI - 4394
VP Inc.'s Motion to Strike the Declaration of William Haberman – filed 04/21/2016	Vol. XXXVII - 4482
VP Incorporated's Answer to JV, LLC's Cross-Claim – filed 08/21/2015	Vol. XXXVIII - 3337
VP, Inc. and NIR, LLC's Memorandum in Opposition to Valiant Idaho, LLC's Motion for Relief from Automatic Stay – filed 09/28/2016.....	Vol. LIV - 6597
VP, Inc.'s Amended Exhibit List – filed 01/15/2016.....	Vol. XXXVI - 4298
VP, Inc.'s Amended Supplemental Expert Witness Disclosure – filed 01/08/2016	Vol. XXXV - 4269
VP, Inc.'s Amended Supplemental Expert Witness Disclosure – filed 01/11/2016	Vol. XXXV - 4273
VP, Inc.'s and North Idaho Resorts, LLC's Response to Valiant's Motion <i>In Limine</i> – filed 12/22/2015	Vol. XXXV - 4221
VP, Inc.'s Exhibit List – filed 01/14/2016	Vol. XXXVI - 4278
VP, Inc.'s Expert Witness Disclosure – filed 11/27/2015	Vol. XXXIV - 4020
VP, Inc.'s Lay Witness Disclosure – filed 11/27/2015	Vol. XXXIV - 4024
VP, Inc.'s Memorandum in Opposition to Valiant Idaho, LLC's Motion to Enforce Judgment – filed 02/17/2017 ...	Vol. LXX - 8746
VP, Inc.'s Memorandum in Opposition to Valiant Idaho, LLC's Motion to Clarify Court's Memorandum Decision and Order and Granting Valiant Idaho, LLC's Motion to Enforce Judgment – filed 03/29/2017	Vol. LXXV - 9424
VP, Inc.'s Motion for a New Trial – filed 08/03/2016.....	Vol. XLV - 5542
VP, Inc.'s Motion for New Trial – filed 08/03/2016	Vol. XLV - 5544
VP, Inc.'s Motion to Alter, Amend, and Reconsider the Decree of Foreclosure and Judgment – filed 08/03/2016	Vol. XLVI - 5553
VP, Inc.'s Motion to Amend Answer to Assert an Affirmative Defense – filed 01/27/2016	Vol. XXXVII - 4413
VP, Inc.'s Opposition to Valiant Idaho's Memorandum of Costs and Attorney Fees – filed 07/20/2016	Vol. XLV - 5503
VP, Inc.'s Supplemental Expert Witness Disclosure – filed 12/04/2015	Vol. XXXIV - 4027
VP, Incorporated's Answer to Valiant Idaho, LLC's Counterclaim, Cross-claim and Third-party Complaint for Judicial Foreclosure – filed 12/11/2014	Vol. XII - 1533

VP, Incorporated's Motion to Dismiss Third Party Complaint – filed 10/06/2014	Vol. VIII - 959
VP, Incorporated's Reply on Motion to Dismiss Third Party Complaint and Response to Motion to Amend Pleadings – filed 11/14/2014.....	Vol. X - 1156
VP's Closing Argument – filed 05/12/2016	Vol. XXXVII - 4535
Wells Fargo's Motion to Dismiss with Prejudice – filed 01/23/2012.....	Vol. II - 298
Withdrawal of Application for Stay - filed 11/22/2016.....	Vol. LX - 7436
Writ of Assistance – filed 03/06/2017	Vol. LXXV - 9361
Writ of Assistance – filed 04/11/2017	Vol. LXXVII - 9635
Writ of Execution – filed 09/21/2016	Vol. LII - 6318
Writ of Execution – filed 10/05/2016.....	Vol. LIV - 6611
Writ of Execution – filed 12/22/2016	Vol. LXI - 7464
Writ of Execution (Continued) – filed 09/21/2016	Vol. LIII - 6396
Writ of Execution (Continued) – filed 10/05/2016.....	Vol. LV - 6667
Writ of Execution (Continued) – filed 10/05/2016.....	Vol. LVI - 6801
Writ of Execution (Continued) – filed 12/22/2016	Vol. LXII - 7594
Writ of Execution Against JV, LLC – filed 01/09/2017.....	Vol. LXVI - 8232
Writ of Execution Against JV, LLC – filed 04/06/2017	Vol. LXXVI - 9448
Writ of Execution Against JV, LLC – filed 10/06/2016	Vol. LVI - 6814
Writ of Execution Against JV, LLC for Boundary County – filed 01/30/2017.....	Vol. LXVII - 8262
Writ of Execution Against JV, LLC for Boundary County – filed 10/13/2016	Vol. LIX - 7255
Writ of Execution Against JV, LLC for Boundary County (268815) – filed 10/31/2016	Vol. LIX - 7303
Writ of Execution Against North Idaho Resorts, LLC – filed 10/06/2016	Vol. LVI - 6806
Writ of Execution Against North Idaho Resorts, LLC for Boundary County – filed 10/13/2016	Vol. LIX - 7260
Writ of Execution Against North Idaho Resorts, LLC for Boundary County (268813) – filed 10/31/2016	Vol. LIX - 7294
Writ of Execution Against North Idaho Resorts, LLC for Boundary County – filed 11/18/2016.....	Vol. LX - 7413
Writ of Execution Against VP, Incorporated – filed 10/06/2016	Vol. LVI - 6822
Writ of Execution Against VP, Incorporated for Boundary County – filed 10/13/2016.....	Vol. LIX - 7265
Writ of Execution Against VP, Incorporated for Boundary County – filed 11/18/2016.....	Vol. LX - 7426
Writ of Execution Against VP, Incorporated for Boundary County (268811) – filed 10/31/2016.....	Vol. LIX - 7285

STATE OF IDAHO
COUNTY OF BONNER
FIRST JUDICIAL DIST.

2014 APR 29 AM 10 22

CLERK DISTRICT COURT

DEPUTY

Richard L. Stacey, ISB #6800
Chad Nicholson, ISB #7506
MEULEMAN MOLLERUP LLP
755 W. Front Street, Suite 200
Boise, Idaho 83702
(208) 342-6066 Telephone
(208) 336-9712 Fax
stacey@lawidaho.com
EM1547201VPLDrev-2011-0135SJ (Reeves Affidavit) 140421.doc

Attorneys for R.E. Loans, LLC

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

GENESIS GOLF BUILDERS, INC.,
formerly known as National Golf Builders,
Inc., a Nevada corporation,

Plaintiff,

v.

PEND OREILLE BONNER
DEVELOPMENT, LLC, a Nevada Limited
liability company; R.E. LOANS, LLC,
a California limited liability company;
DAN S. JACOBSON, an individual;
SAGE HOLDINGS, LLC,
an Idaho limited liability company;
STEVEN G. LAZAR, an individual;
PENSCO TRUST CO. CUSTODIAN
FBO BARNEY NG; MORTGAGE FUND
'08 LLC, a Delaware limited liability
company; VP, INCORPORATED, an Idaho
corporation; JV, LLC, an Idaho limited
liability company; WELLS FARGO
FOOTHILL, LLC, a Delaware limited liability
company; INTERSTATE CONCRETE AND
ASPHALT COMPANY, an Idaho
corporation; T-O ENGINEERS, INC.,
fka Toothman-Orton Engineering Company,
an Idaho corporation; PUCCI
CONSTRUCTION INC., an Idaho

Case No. CV-2009-1810

**AFFIDAVIT OF CHARLES REEVES IN
SUPPORT OF R.E. LOANS, LLC'S
MOTIONS FOR SUMMARY JUDGMENT**

The Honorable Michael Griffin

**AFFIDAVIT OF CHARLES REEVES IN SUPPORT OF R.E. LOANS, LLC'S MOTIONS FOR SUMMARY
JUDGMENT - Page 1**

ORIGINAL

corporation; ACI NORTHWEST, INC.,
an Idaho corporation; LUMBERMENS, INC.,
dba Probuild, a Washington corporation;
ROBERT PLASTER dba Cedar Etc;
NORTH IDAHO RESORTS, LLC,
an Idaho limited liability company;
R.C. WORST & COMPANY, INC.,
an Idaho corporation; DOES I through X,

Defendants.

**AND RELATED COUNTERCLAIMS,
CROSS-CLAIMS, AND THIRD-PARTY
COMPLAINTS**

State of Idaho)
S.S.
County of _____)

CHARLES REEVES, being first duly sworn, deposes and states as follows:

1. I am the president of Pend Oreille Bonner Development Holdings, Inc. ("POBDH") which is the member of Pend Oreille Bonner Development, LLC ("POBD"), and I make this declaration based upon my own personal knowledge. If called as a witness, I could and would competently testify as to the truth of the matters set forth herein.

2. As the president of POBDH that is a managing member of POBD, I have personal knowledge and familiarity with the loan agreement entered into between POBD and Defendant/Cross-Defendant R.E. Loans, LLC ("R.E. Loans"), the amounts loaned by R.E. Loans pursuant to said loan agreement, and the amounts remaining owed to R.E. Loans in repayment of said loan.

3. Attached hereto as Exhibit A is a true and correct copy of the promissory Note Secured by Mortgage (the "June 2006 Promissory Note") that I executed on behalf of POBD. The June 2006 Promissory Note memorializes POBD's promise to repay all amounts loaned by R.E. Loans pursuant to a separate loan agreement.

4. Attached hereto as Exhibit B is a true and correct copy of the Mortgage, Assignment of Rents, Security Agreement, and Fixture Filing (the "June 2006 Mortgage") that I executed on behalf of POBD. The June 2006 Mortgage grants R.E. Loans a mortgage against all real property comprising the Idaho Club project, as legally described therein, as security for all amounts loaned by R.E. Loans pursuant to the loan agreement. The June 2006 Mortgage was recorded in the Bonner County Recorder's Office on June 19, 2006, at 1:38 p.m.

5. Attached hereto as Exhibit C is a true and correct copy of another Promissory Note Secured by Mortgage (the "March 2007 Promissory Note") that I executed on behalf of POBD. The March 2007 Promissory Note memorializes POBD's promise to repay R.E. Loans all amounts loaned by R.E. Loans in excess of the June 2006 Promissory Note amount.

6. Attached hereto as Exhibit D is a true and correct copy of the another Mortgage, Assignment of Rents, Security Agreement, and Fixture Filing (the "March 2007 Mortgage") that I executed on behalf of POBD. The March 2007 Mortgage grants R.E. Loans a mortgage against all Idaho Club Property, as legally described therein, as security for all amounts loaned by R.E. Loans in excess of the June 2006 Promissory Note amount. The March 2007 Mortgage was recorded in the Bonner County Recorder's Office on March 15, 2007, at 4:30 p.m.

7. Attached hereto as Exhibit E is a true and correct copy of a Loan Transaction Detail Report that POBD received in the ordinary course of its business showing all amounts borrowed by POBD and payments made by POBD. The amounts borrowed by POBD are listed as "DRAW A" thru "DRAW J" and the payments made by POBD are listed as "PAYDOWNS". The last payment made by POBD was on November 23, 2009 in the amount of \$358,598.59. After said payment, **the balance owed to R.E. Loans is \$278,147.65.** POBD has not made any payments to R.E. Loans since November 23, 2009.

8. POBD still owes R.E. Loans the principal amount of \$278,147.65 and according to the terms of the March 2007 Promissory Note, interest, late fees, attorney's fees and costs.

9. The Exhibit E Loan Transaction Detail Report is an invoice that was received by POBD in the ordinary course of its business from R.E. Loans' loans servicing agent, Bar-K, Inc. ("Bar-K"). Bar-K sent all invoices and received all payments from POBD related to the R.E. Loans' loan. I have personal knowledge of the Loan Transaction Detail Reports that were received by POBD and it was part of my role as the managing member for POBD to ensure that said Loan Transaction Detail Reports were kept and maintained by POBD in the ordinary course of our business. I believe the Loan Transaction Detail Report accurately reflect the transactions evidenced on the report.

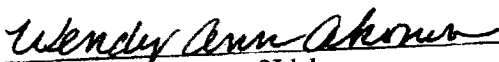
FURTHER YOUR AFFIANT SAYETH NAUGHT.

DATED this 28th day of April 2014.



Charles Reeves

SUBSCRIBED AND SWORN to before me this 28 day of April 2014.



Notary Public, State of Idaho
My Commission Expires: 3-9-15



CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 20th day of April 2014, a true and correct copy of the foregoing document was served by the method indicated below to the following parties:

Charles M. Dodson Dodson & Raeon 1424 Sherman, Ste. 300 Coeur d' Alene, Idaho 83814 Fax: 208-666-9211 <i>Counsel for RC Worst & Company</i> <input type="checkbox"/> Mail <input checked="" type="checkbox"/> Fax <input type="checkbox"/> Overnight <input type="checkbox"/> Hand Delivery	Gary I. Amendola Amendola Doty & Brumley, PLLC 702 N. 4 th Street Coeur d'Alene, ID 83814 Fax: 208-765-1046 <i>Counsel for T-O Engineers, Inc.</i> <input checked="" type="checkbox"/> Mail <input type="checkbox"/> Fax <input type="checkbox"/> Overnight <input type="checkbox"/> Hand Delivery
Steven C. Wetzel Kenneth Huitt James, Vernon & Weeks, PA 1626 Lincoln Way Coeur d'Alene, ID 83814 Fax: 208-664-1684 <i>Counsel for VP Incorporated and North Idaho Resorts, LLC</i> <input checked="" type="checkbox"/> Mail <input type="checkbox"/> Fax <input type="checkbox"/> Overnight <input type="checkbox"/> Hand Delivery	Bruce A. Anderson Elsaesser Jarzabek Anderson Elliott & MacDonald, Chtd. 320 East Neider Ave., Suite 102 Coeur d' Alene, ID 83815 Fax: 208-667-2150 <i>Counsel for Dan S. Jacobson, Steven G. Lazar, and Sage Holdings, LLC</i> <input checked="" type="checkbox"/> Mail <input type="checkbox"/> Fax <input type="checkbox"/> Overnight <input type="checkbox"/> Hand Delivery
Brent C. Featherston Featherston Law Firm, Chtd. 113 South Second Ave. Sandpoint, Idaho 83864 Fax: 208-263-0400 <i>Counsel for Pensco Trust Co. and Mortgage Fund '08</i> <input checked="" type="checkbox"/> Mail <input type="checkbox"/> Fax <input type="checkbox"/> Overnight <input type="checkbox"/> Hand Delivery	Gary A. Finney Finney Finney & Finney, P.A. 120 E. Lake Street, Ste 317 Sandpoint, Idaho 83864 Fax: 208-263-8211 <i>Counsel for J.V., LLC</i> <input checked="" type="checkbox"/> Mail <input type="checkbox"/> Fax <input type="checkbox"/> Overnight <input type="checkbox"/> Hand Delivery
Stanley J. Tharp Peter W. Ware David M. Swartley Eberle, Berlin, Kading, Turnbow & McKlveen, Chartered 1111 West Jefferson Street, Suite 530 P.O. Box 1368 Boise, ID 83701 Fax: 208-344-8542 <i>Counsel for Wells Fargo Foothill, LLC</i> <input checked="" type="checkbox"/> Mail <input type="checkbox"/> Fax <input type="checkbox"/> Overnight <input type="checkbox"/> Hand Delivery	John Finney Finney Finney & Finney, P.A. 120 E. Lake Street, Ste 317 Sandpoint, Idaho 83864 Fax: 208-263-8211 <i>Counsel for Pucci Construction, Inc. and ACI Northwest, Inc.</i> <input type="checkbox"/> Mail <input checked="" type="checkbox"/> Fax <input type="checkbox"/> Overnight <input type="checkbox"/> Hand Delivery
Courtesy Copy to: Ms. Jane Spencer Law Clerk to Judge Michael Griffin 320 W. Main Grangeville, Idaho 83530 <input checked="" type="checkbox"/> Mail <input type="checkbox"/> Fax <input type="checkbox"/> Overnight <input type="checkbox"/> Hand Delivery	

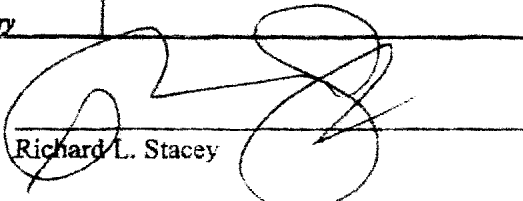

 Richard L. Stacey

EXHIBIT A

Loan No. P0094

NOTE SECURED BY MORTGAGE

\$20,500,000.00

May 31, 2006

In installments as herein stated, for value received, the undersigned, jointly and severally, promise to pay to **R.E. LOANS, LLC, a California limited liability company**, or order ("Lender"), at 201 Lafayette Circle, 2nd Floor, Lafayette CA 94549, or such other place as may be designated by Lender in writing, the principal sum of **TWENTY MILLION FIVE HUNDRED THOUSAND DOLLARS AND NO/100 CENTS (\$20,500,000.00)**, plus interest on the unpaid principal balance outstanding from time to time. On the first day of each calendar month during the term of this Note, the undersigned shall pay Lender a **MONTHLY INSTALLMENT** payment of interest equal to the interest which accrued during the preceding calendar month on the principal balance of this Note outstanding during such preceding calendar month. On the **MATURITY DATE** all unpaid principal and any accrued interest or other charges shall be due and payable in full.

The interest rate to be charged by Lender for the term of this Note shall be **TWELVE** per cent (12%) per annum, predicated upon a 360 day year.

This Note is for a term of twenty-four (24) full calendar months (plus the first partial month, if any) following the date of recordation of the deed of trust or mortgage securing this Note. The "**MATURITY DATE**" of this Note is the last day of the term.

The "**MONTHLY INSTALLMENT**" payment for the term of this Note shall be an amount equal to interest only on the funded and outstanding principal balance of this Note from time to time.

LOAN FEE: The undersigned agrees to pay to **BAR K, INC.** a fee of \$355,000.00 at the time this loan originally funds, plus potentially an additional fee of \$570,000.00 in accordance with the provisions of the Loan Agreement between the parties. This \$355,000.00 fee shall be deducted from the proceeds of the loan at the time of funding by Lender, and paid by Lender directly to **BAR K, INC.** These fees will not be credited as payments towards principal, interest, or other amounts due under this Note.

BALLOON PAYMENT: This Note is payable in full on the **MATURITY DATE**. The payments required under this Note are not sufficient in amount to reduce the principal to zero on the **MATURITY DATE**, therefore, on the **MATURITY DATE** there will be a balloon payment equal to the unpaid principal plus all accrued and unpaid interest and other charges. **THE UNDERSIGNED ACKNOWLEDGES AND AGREES THAT LENDER IS NOT OBLIGATED TO REFINANCE THE LOAN EVIDENCED BY THIS NOTE.**

PREPAYMENT: This Note may be prepaid in whole or in part at any time and from time to time without premium or penalty.

LATE CHARGE: If any sum, except a balloon payment, due hereunder is delinquent more than 10

days, the undersigned shall pay a late charge on each such sum of 10% of the delinquent amount. If any balloon payment (defined as a payment which is more than double the regular MONTHLY INSTALLMENT) is delinquent more than 10 days, then for each month that the balloon payment remains unpaid the undersigned shall pay a monthly late charge equal to the late charge which could be assessed on the largest regular MONTHLY INSTALLMENT due under this Note. All late charges are to be paid immediately upon demand.

UNPAID CHECKS: If any check given to Lender is returned by the bank unpaid, the undersigned shall pay an unpaid check charge of \$25.00. This amount is in addition to any late charge or default interest which may be applicable. If, during the term of this Note, two or more checks are returned by the bank unpaid, at any time thereafter Lender can require that all future payments be by cashier's check.

DUE ON SALE OR ENCUMBRANCE: This Note is secured by a **MORTGAGE ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FIXTURE FILING** which contains the following provision, the terms of which are incorporated herein by this reference: "Mortgagor shall not transfer the Property without the prior written consent of Mortgagee, which consent may be withheld in Mortgagee's sole discretion. Consent to one transfer shall not be deemed to be a waiver of the right to require consent to other transfers. Except for a transfer resulting in a partial reconveyance of this Mortgage if the Note, any Loan Agreement between Mortgagor and Mortgagee, or this Mortgage has a partial release clause, if Mortgagor transfers the Property or any portion thereof, or any interest therein, without first obtaining the written consent of Mortgagee, all indebtedness secured by this Mortgage shall, at the option of Mortgagee and without notice or demand, become immediately due and payable. As used herein, transfer includes, but is not limited to, the sale, option to sell, contract to sell, convey, encumber, mortgage (including encumber by a mortgage), pledge, hypothecate, or lease with option to purchase of the Property, or any portion thereof, or any interest therein, whether voluntary, involuntary, by operation of law, or otherwise, or the transfer of more than a 50% interest of Mortgagor if Mortgagor is anything other than a natural person."

APPLICATION OF PAYMENT; COSTS OF COLLECTION: Each payment and each prepayment (if any) on this Note shall be credited first to interest or other charges then due and payable to Lender and the remainder to principal, and interest shall thereupon cease upon the principal so credited. All costs, expenses, advances and/or attorney's fees incurred by Lender relating to this Note or the deed of trust, mortgage, or security agreement securing this Note shall be immediately owed by the undersigned to Lender. All such advances, expenses, and/or attorney's fees (which attorney's fees are related to the enforcement or collection, but not the preparation or negotiation, of this Note) shall accrue interest at the rate stated in this Note from the date incurred until paid. If any amounts which are payable under this Note are not paid when due, the undersigned promises to pay, in addition to the principal and interest due under this Note, all costs of collection and any reasonable attorney's fees incurred by the Lender, whether or not suit is filed or foreclosure is commenced.

MISCELLANEOUS: A failure of the undersigned to fulfill any of the obligations contained in this

Note, the deed of trust, mortgage, or security agreement securing this Note, any loan agreement between the parties, or any other agreement between the parties, shall also be deemed a default under the provisions of this Note. Upon default under the provisions of this Note, Lender may declare the outstanding principal amount of this Note and the interest accrued thereon, and all other sums secured by the deed of trust, mortgage, or security agreement to be due and payable immediately, and upon such declaration such principal and interest and other sums shall immediately become and be due and payable without demand or notice. Principal and interest is payable in lawful money of the United States of America. As an inducement to cause Lender to make this loan, the undersigned represents that the undersigned has the financial ability to make the payments stated herein. The undersigned consents to all renewals, replacements, and extensions of time for payment hereof and waives notice, demand, protest and any applicable statute of limitations. Liability under this Note and any deed of trust, mortgage, or security agreement relating to this Note shall be joint and several. This Note shall inure to the benefit of and be binding on the parties hereto and their respective heirs, personal representatives, successors, and assigns. This Note shall be governed by and construed in accordance with the laws of the state in which the real property encumbered by the deed of trust or mortgage securing this Note is located (without regard to any conflict of laws or principles) and the applicable laws of the United States of America.

COMPOUNDING: Any interest or other charge which becomes due under this Note or the deed of trust, mortgage, or security agreement securing this Note which remains due for more than one month shall accrue interest as of the date the interest or other charge was otherwise due at the same rate and upon the same terms as the principal under this Note.

RECOURSE OTHER THAN SECURITY: This Note shall be non-recourse against the undersigned, meaning that Lender shall not seek to obtain a deficiency judgment against the undersigned in the event that the proceeds resulting from the foreclosure of any deed of trust, mortgage, or security agreement relating to this Note are inadequate to pay off this Note and all related indebtedness of the undersigned to Lender. Notwithstanding the generality of the foregoing, the undersigned shall be fully liable to Lender for waste, or damages suffered by Lender as a result of fraud by the undersigned in connection with the delivery of this Note, or fraud in the performance of the undersigned's obligations under this Note or any deed of trust, mortgage, or security agreement relating to this Note. Nothing contained herein shall prejudice the right of Lender to foreclose any deed of trust, mortgage, or security agreement relating to this Note or to recover (a) any rents, issues, or profits under the provisions of any deed of trust, mortgage, or security agreement relating to this Note, (b) any tenant security deposits, advance or prepaid rents or other similar sums paid to or held by the undersigned or any other person, (c) any insurance proceeds or awards resulting from condemnation or the exercise of the power of eminent domain, and (d) any attorney's fees or court costs incurred by Lender. Nothing contained herein shall in any manner or way constitute or be deemed to be a release or impairment of the indebtedness evidenced by this Note or otherwise affect or impair the enforceability of this Note or the deed of trust, mortgage, or security agreement relating to this Note.

DEFAULT INTEREST RATE: If this Note or the deed of trust, mortgage, or security

) agreement securing this Note is in default for more than one month, then the interest rate on this Note during the period of such default shall be automatically increased, effective as of the date of default and continuing until the default is cured, to an amount equal to the interest rate stated on the first page of this Note plus five percent (5%).

SECURITY: This Note is secured by one or more deeds of trust, mortgages, or security agreements of even date.

THE UNDERSIGNED ACKNOWLEDGE(S) AND UNCONDITIONALLY AGREE(S) THAT THE WRITTEN AGREEMENTS AND DOCUMENTS PREPARED BY LENDER AND EXECUTED BY BORROWER(S) AND LENDER REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES. THE WRITTEN LOAN DOCUMENTS MAY NOT BE CONTRADICTED BY ANY PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN OR ORAL AGREEMENTS BETWEEN THE PARTIES, NOR CAN ANY UNWRITTEN OR ORAL AGREEMENTS BE MADE IN THE FUTURE.

Pend Oreille Bonner Development Holdings,
Inc., a Nevada corporation


By: 
Charles W. Reeves
Its: President

EXHIBIT B

WHEN RECORDED MAIL TO
BAR K, INC.
201 LAFAYETTE CIRCLE
2nd FLOOR
LAFAYETTE CA 94549

FILED BY
SANDPOINT TITLE INSURANCE
2006 JUN 19 P 1:38
9300
MARIE SCOTT
BONNER COUNTY RECORDER
MS DEPUTY

FILED BY
SANDPOINT TITLE INSURANCE
2006 JUN 19 P 1:38
9300
MARIE SCOTT
BONNER COUNTY RECORDER
MS DEPUTY

41847-DA
Loan No. P0094

706471

706472

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MORTGAGE

Assignment of Rents, Security Agreement, and Fixture Filing

This "Mortgage" is dated as of May 31, 2006.

The "Mortgagor" under this Mortgage is Pend Oreille Bonner Development Holdings, Inc., a Nevada corporation.

The Mortgagor's address for notice is 6900 South McLarran Blvd, Suite 1010, Reno, Nevada 89509.

The "Mortgagee" under this Mortgage is R.E. LOANS, LLC, a California limited liability company.

Mortgagor has contracted to borrow from Mortgagee the principal sum of Twenty Million Five Hundred Thousand Dollars (\$20,500,000) and is indebted to Mortgagee for so much of said loan as Mortgagee shall disburse to Mortgagor from time to time. This debt is evidenced by a NOTE SECURED BY MORTGAGE of even date herewith, with a maturity date on the date that that is the last day of the twenty-fourth (24th) full calendar month (plus the first partial month, if any) following the date of recordation of this Mortgage (the "Maturity Date").

This Mortgage is intended also as a fixture, minerals, and timber filing and is to be indexed as such in the real estate records.

This Mortgage is dated as the day and year first set forth on page 1 hereof by Mortgagor to Mortgagee, and it shall be effective and binding upon recordation.

WITNESSETH:

Mortgagor has executed a Note Secured by Mortgage ("Note") of even date herewith in favor of Mortgagee. The principal amount under the Note is Twenty Million Five Hundred Thousand Dollars (\$20,500,000.00). The advancement of the principal amount by Mortgagee to Mortgagor is herein referred to as the "Loan." Interest on the principal accrues at the rate of twelve percent (12%) per annum, with all principal and accrued and unpaid interest being due in full on the Maturity Date.

In consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor, acknowledging the benefits to them of the Loan, hereby irrevocably GRANTS, BARGAINS, SELLS and CONVEYS unto Mortgagee and Mortgagee's respective heirs and assigns, with right of entry and possession, all of Mortgagor's present and hereafter acquired estate, right, title and interest in, to and under all real and personal property of Mortgagor located in Bonner County, Idaho now owned or hereinafter acquired, including, without limitation, that property more specifically identified in **EXHIBIT A** of this Mortgage (the "Premises").

Mortgagor further grants and assigns unto Mortgagee, and Mortgagee's respective heirs and assigns, a first lien and security interest in and to the all of Mortgagor's rights, title, and interest in the Premises and property and property rights appurtenant to, located on, existing in conjunction with the Premises (the "Mortgaged Property") including:

A. All and singular the easements, rights-of-way, water rights or every kind and nature (including but not limited to claims, decrees, applications, permits, licenses, storage rights, ditches and ditch rights, riparian and littoral rights), rights to timber to be cut, minerals and mineral rights, rights of use or occupancy, privileges, franchises, tenements, appendages, hereditaments and appurtenances and all other rights thereunto belonging or in any way appertaining, and all of the estate, right, title, interest, claim and demand whatsoever of Mortgagor therein or thereto, either at law or in equity, in possession or in expectancy, now or hereafter acquired, and

B. All fixtures, structures, buildings and improvements of every kind and description now or at any time hereafter located on the Premises (hereinafter referred to as the "Improvements"), including but not limited to all fences, sheds, barns, out buildings, corrals and animal chutes, fixed irrigation equipment and pumps, wells, and any additions to, substitutions for, changes in or replacements of the whole or any part thereof, now or at any time hereafter affixed to, attached to, placed upon or used in any way in connection with the use, enjoyment, occupancy or operation of the Premises or any portion thereof; and

C. All right, title and interest of Mortgagor in and to all streets, railways, roads, and public places, opened or proposed, and all easements and rights-of-way, public or private, tenements, hereditaments, rights and appurtenances, now or hereafter used in connection with, belonging or appertaining to, the Premises; and

D. All of the royalties, issues, profits, revenue, income and other benefits of the Premises, or arising from the use or enjoyment of all or any portion thereof or from any lease or agreement pertaining thereto (collectively the "Profits"), and all right, title and interest of Mortgagor in and to all leases ("Leases") of the Premises now or hereafter entered into with all right, title and interest of Mortgagor thereunder; subject to, however, the provisions contained in Section 1.9 hereof;

E. All plans, specifications, drawings, engineering or similar studies or calculations, tests, surveys, designs, or related materials pertaining to the Premises;

F. All entitlements, permits, approvals, pending applications, rights to utilize or hook up to utilities, or agreements relating to the use or development of the Premises;

G. All agreements (including agreements relating to washers, dryers, and vending machines), contracts, escrows, escrow deposits, and other arrangements, now or hereafter entered into, respecting or pertaining to the use, occupation, construction, management or operation of the Premises;

H. All tradenames, trademarks, service marks, logos, copyrights, goodwill, books, and records and all other general intangibles relating to or used in connection with the operation of the Premises;

I. All accounts, accounts receivable, books, records, documents, instruments, chattel paper, claims, warranties, general intangibles, deposit accounts, actions, claims, suits, judgments, proofs of claim in bankruptcy, and causes of action which now or hereafter relate to, are derived from, or are used in connection with the Premises or any personalty related to the Premises;

J. All proceeds (including claims and demands therefor) of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards; and

K. All unsold memberships in any golf, ski, boating, hunting, or other similar organization servicing the owners, occupants, guests, or invitees at the Premises.

TO HAVE AND TO HOLD the Mortgaged Property for the purposes and uses herein expressed and FOR THE PURPOSE OF SECURING, in such order of priority as Mortgagee may elect:

1. Payment of the aggregate of the unpaid principal balance of the Note, all interest accrued and accruing thereon, and all other charges under the Note and any and all modifications, extensions or renewals thereof.

2. Due, prompt, and complete observance, performance, and discharge of all obligations of the Mortgagor under this Mortgage and any and all modifications, extensions or renewals of this Mortgage.

3. Due, prompt, and complete observance, performance, and discharge of all obligations of the Mortgagor under any other Mortgage, Security Agreement, Fixture Filing, Loan Agreement, or other instrument given to further secure or evidence the indebtedness under the Note, and any and all modifications, extensions or renewals thereof (the "Other Mortgages").

The foregoing obligations are referred to herein as the "Secured Obligations."

ARTICLE 1.

COVENANTS OF MORTGAGOR

Mortgagor covenants, warrants and agrees to and with Mortgagee as follows:

1.1 Mortgagor will pay the principal and all other sums becoming due with respect to the Note at the time and place and in the manner specified in the Note, according to the terms thereof.

1.2 Mortgagor has good and marketable title to the Mortgaged Property subject to no lien, charge or encumbrance except for the lien of this Mortgage and those exceptions set forth in the commitments for title insurance and policies of title insurance provided for herein; this Mortgage is and will remain a valid and enforceable first lien on the Mortgaged Property. Mortgagor has lawful authority to grant, assign, transfer and mortgage its interest in the Mortgaged Property in the manner and form hereby done or intended. Mortgagor will preserve its interest in and title to the Mortgaged Property and will forever warrant and defend the same to Mortgagee and will forever warrant and defend the validity and priority of the lien hereof against the claims of all persons and parties whomsoever, unless Mortgagor provides prior written consent to subordination of its priority. Mortgagor shall promptly and completely observe, perform and discharge each and every obligation, covenant and agreement affecting the Mortgaged Property whether the same is prior and superior or subject and subordinate thereto.

1.3

(a) Mortgagor will, at its own cost and without expense to Mortgagee, do, execute, acknowledge and deliver all and every such further acts, deeds, transfers and assurances as Mortgagee shall from time to time reasonably require for the better assuring, conveying, assigning, transferring and confirming unto Mortgagee the property and rights hereby conveyed or assigned or intended now or hereafter so to be, or which Mortgagor may be or may hereafter become bound to convey or assign to Mortgagee, or for carrying out the intention or facilitating the performance of the terms of this Mortgage, or for filing, registering or recording this Mortgage and, on demand, Mortgagor will execute and deliver, and after the occurrence and during the continuance of an Event of Default hereby authorizes Mortgagee to execute to the extent Mortgagor may lawfully do so, one or more financing statements or comparable security instruments to evidence more effectively the lien hereof upon the Mortgaged Property.

(b) Mortgagor will pay all filing, registration and recording fees, and all expenses incident to the execution and acknowledgement of this Mortgage, any modification or addition supplemental hereto, any security instrument with respect to the Mortgaged Property, and any instrument of further assurance, and all federal, state, county and municipal stamp taxes and other taxes, duties, imposts, assessments and

governmental charges arising out of or in connection with the execution and delivery of the Note, this Mortgage, any supplements hereto, any security instrument with respect to the Mortgaged Property or any instrument of further assurance.

1.4 Mortgagor will maintain insurance with responsible and reputable insurers in such amounts and covering such risks as are reasonably requested by Mortgagee to protect the interests of Mortgagee in the Mortgaged Property, and in the case of liability insurance shall name the Mortgagee as additional insureds, and with respect to the Mortgaged Property such insurance shall name the Mortgagee as loss payees and additional insureds. The Mortgagor will furnish the Mortgagee with certificates or other evidence of all insurance covering the Mortgaged Property. All insurance policies shall provide that they shall not, with respect to the Mortgagor or Mortgaged Property, be terminated or cancelled, nor shall, with respect to the Mortgagor or Mortgaged Property, the coverages or amounts thereunder or thereof be reduced, without at least thirty (30) days' prior written notice to Mortgagee and shall protect the Mortgagee from any breach of warranty by Mortgagor in connection therewith. Receipt of notice of termination or cancellation of any such insurance policies or reduction of coverages or amounts thereunder, with respect to the Mortgagor or Mortgaged Property, without receipt prior to the termination, cancellation or reduction date of evidence of renewals or replacements of such policies or of increase of such coverages or amounts, as the case may be, shall entitle the Mortgagee to renew any such policies, cause the coverages and amounts thereof to be maintained at levels satisfactory to Mortgagee or otherwise to obtain similar insurance in place of such policies, in each case at the expense of the Mortgagor. Mortgagor will promptly notify Mortgagee in writing after any loss or damage to the Mortgaged Property, including but not limited to any loss or damage covered by any insurance.

1.5 Mortgagor, upon obtaining knowledge of the pendency or institution of any proceedings for the condemnation of the Premises or any portion thereof or knowledge of any casualty damage to the Mortgaged Property or damage of any kind, will promptly notify Mortgagee in writing thereof. Mortgagee may participate in any proceedings and join Mortgagor in adjusting any loss covered by insurance. All compensation, awards, proceeds, damages, claims, rights of action, and payments to which Mortgagor may become entitled ("Awards") shall be paid over to Mortgagee to the extent that the amount thereof does not exceed the Secured Obligations. Notwithstanding the foregoing, any Award that does not exceed \$10,000.00 shall be paid over to Mortgagor, provided that Mortgagor shall promptly repair any damage to Improvements occasioned by any condemnation or casualty that gave rise to such Award. Mortgagee shall have the sole and absolute discretion, notwithstanding the fact that the security given hereby may not be impaired by a partial condemnation, to apply any part or all of the Award collected by it in connection with any condemnation proceeding (i) upon any indebtedness secured hereby and in such order as Mortgagee may determine, or (ii) without reducing the indebtedness secured hereby, to the reimbursement of Mortgagee for expenses incurred by them in the restoration of the Mortgaged Property. Such application shall not cure or waive any default or notice of default hereunder or

invalidate any act done pursuant to such notice. Mortgagor shall not be required to repair any damage to Improvements occasioned by any condemnation or casualty if the Award with respect thereto is collected by Mortgagee and is not applied by Mortgagee to reimburse Mortgagor for its expenses in conjunction with such condemnation or casualty.

1.6

(a) Mortgagor shall promptly pay and discharge all taxes, assessments and other governmental charges on the Mortgaged Property prior to the date on which substantial penalties are attached thereto, or establish adequate reserves for the payment of such taxes, assessments and other governmental charges, and make all required withholding and other tax deposits, except to the extent that such taxes, assessments or other governmental charges or levies are being actively contested in good faith by appropriate proceedings and are adequately reserved against.

(b) Mortgagor will pay, from time to time when the same shall become due, all lawful claims and demands which, if unpaid, might result in or permit the creation of a lien on the Mortgaged Property or any part thereof, or on the revenues, issues, income and profits arising therefrom, and in general will do or cause to be done everything necessary so that the lien hereof and its priority shall be fully preserved and so that the Mortgaged Property shall remain unencumbered at the sole cost of Mortgagor, without expense to Mortgagee. Provided, however, that Mortgagor may, at Mortgagor's sole expense, dispute any such claim or lien is a good faith basis for dispute exists, provided that Mortgagor shall obtain a bond sufficient to release any such lien prior to the foreclosure of any such lien.

1.7 All right, title and interest of Mortgagor in and to all extensions, improvements, betterments, renewals, substitutes and replacements of and all additions and appurtenances to the Mortgaged Property hereafter acquired by or released to Mortgagor or constructed, assembled or placed by Mortgagor on the Premises, and all conversions of the security constituted thereby, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each such case, without any further mortgage, conveyance, assignment or other act by Mortgagor, shall become subject to the lien of this Mortgage as fully and completely and with the same effect as though now owned by Mortgagor and specifically described in the granting clause hereof, and at any and all times Mortgagor will execute and deliver to Mortgagee any and all such further assurances, mortgages, conveyances or assignments thereof as Mortgagee may reasonably require for the purpose of expressly and specifically subjecting the same to the lien of this Mortgage.

1.8 This Mortgage shall constitute a security agreement with respect to any part of the Mortgaged Property that is "fixtures" and any other part of the Mortgaged Property that constitutes tangible or intangible personal property (including, without limitation, all proceeds and products of the Premises) and Mortgagor hereby grants to Mortgagee a first priority security interest in said collateral. Mortgagor hereby

authorizes Mortgagee to file with the appropriate filing officer or office at Mortgagor's sole cost and expense such security agreements, financing statements or other instruments as Mortgagee may reasonably request or require in order to impose or perfect the lien or security interest created hereby more specifically thereon. In the event of a default under this Mortgage or the Other Mortgages, Mortgagee shall be entitled to foreclose its security in said collateral in the manner provided by law.

1.9 Mortgagor will not execute any lease of all or part of the Mortgaged Property without Mortgagee's prior written consent, which consent shall be given or withheld in Mortgagee's sole and absolute discretion, and will at all times promptly and faithfully perform or cause to be performed, all of the covenants, conditions and agreements contained in all leases of the Mortgaged Property now or hereafter existing on the part of the lessor thereunder to be kept and performed.

1.10 Without the prior written consent of Mortgagee being first had and obtained, which consent shall be granted or withheld in Mortgagee's sole and absolute discretion, Mortgagor will not execute or deliver any pledge, security agreement, mortgage or deed of trust or similar security instrument covering all or any portion of the Mortgaged Property or any interest therein ("Subordinate Mortgage").

1.11 Mortgagor will not commit any waste on the Premises. Mortgagor will not materially change the use of the Mortgaged Property. Mortgagor will not make any application to any federal, state or local governmental authority ("Governmental Authority") for a change in zoning or a change in any other similar law, ordinance, statute, rule, order, decree, directive or regulation ("Laws") affecting the Mortgaged Property nor will Mortgagor consent to any such change without the prior written consent of Mortgagee, which consent shall be granted or withheld in the sole discretion of Mortgagee, except for or with respect to any change which would not have a material adverse effect on the business, properties, assets, operations or condition, financial or otherwise, of Mortgagor, or otherwise on the ability of Mortgagor to carry out its obligations under the Note and this Mortgage, or a change which is required for the development of the Property. Mortgagor will at all times comply in all material respects with all Laws of any Governmental Authority having or exercising jurisdiction over the Premises or otherwise affecting the Mortgaged Property or any portion thereof, will maintain and keep the Improvements and Mortgaged Property in good operating order and condition, and will promptly make, from time to time, all repairs, renewals, replacements, additions and improvements in connection therewith which are needful or desirable to that end.

1.12 Mortgagor will, at any reasonable time and from time to time, upon notice to the Mortgagor, permit the Mortgagee or its representatives to inspect the Mortgaged Property.

1.13 Mortgagee shall be subrogated, notwithstanding their release of record, to any liens, superior titles, mortgages, deeds of trust, liens, encumbrances, rights, equities and charges of all kinds heretofore or hereafter existing on the Mortgaged Property to the extent that the same are paid or discharged by Mortgagee or from the proceeds of the loan evidenced by the Note.

1.14 Without affecting the liability of Mortgagor or of any other person who is or shall become bound by the terms of this Mortgage or who is or shall become liable for the performance of any obligation secured hereby, Mortgagee may, in such manner, upon such terms and at such times as they deem best and without notice or demand, release any party now or hereafter liable for the performance of any such obligation, extend the time for such performance, accept additional security therefor, and alter, substitute or release any property securing such performance. No exercise or non-exercise by Mortgagee of any of its rights under this Mortgage, no dealing by Mortgagee with any person, firm or corporation and no change, impairment, loss or suspension of any right or remedy of Mortgagee shall in any way affect any of the obligations of Mortgagor hereunder or any security furnished by Mortgagor, or give either Mortgagor any recourse against Mortgagee.

1.15 Except for a sale resulting in a partial reconveyance in accordance with the provisions of the Loan Agreement between Mortgagor and Mortgagee, Mortgagor shall not sell, assign, transfer or encumber in any way Mortgagor's interest or any portion thereof in the Mortgaged Property, without the prior written consent of Mortgagee.

1.16 Mortgagor will not cause, permit or suffer any default or Event of Default under the Note, this Mortgage or the Other Mortgages or any other document or instrument securing or pertaining to the Note.

1.17 Mortgagor will comply with all applicable Environmental Laws, except to the extent that any noncompliance would not have a material adverse effect on the business, properties, assets, operations or condition, financial or otherwise, of the Mortgagor, or otherwise on the ability of Mortgagor to carry out its obligations under the Note; and Mortgagor will provide to Mortgagee, promptly upon receipt, copies of any correspondence, notice, pleading, citation, indictment, complaint, order, decree or other document from any source asserting or alleging a circumstance or condition which requires or is reasonably likely to require a financial contribution by the Mortgagor under any Environmental Laws or which seeks damages or civil, criminal or punitive penalties from the Mortgagor for an alleged violation of any Environmental Laws. In the event of any such circumstance, the Mortgagor agrees to permit the Mortgagee or any independent agent selected by the Mortgagee to conduct an environmental assessment at the Mortgagor's expense but in such a manner so as not to unreasonably interfere with the business operations of the Mortgagor. This provision shall not relieve the Mortgagor from conducting its own environmental investigations or taking any other steps necessary to comply with any Environmental Laws.

1.18 Mortgagor will comply with the requirements of all applicable laws, rules, regulations and orders of any governmental authority, except when the failure to so comply would not have a material adverse effect on the business, properties, assets, operations or condition, financial or otherwise, of the Mortgagor or either of them, or otherwise on the ability of the Mortgagor to carry out their obligations under the Note.

1.19 If Mortgagor's interest in the Mortgaged Property, or any portion thereof, is that of a lessee, then Mortgagor shall: (i) pay prior to delinquency all rent and other charges that fall due under the provisions of such lease; (ii) fully, faithfully, and punctually observe and perform all other terms, covenants, agreements, and conditions required of it under the terms of such lease; (iii) promptly notify Mortgagee, in writing, of the default by Mortgagor or the lessor under any provisions of such lease, or of the occurrence of any event which, with notice or the passage of time, would constitute a default under such lease; (iv) promptly cause any notice which it receives from the lessor under such lease to be delivered to Mortgagee; (v) if any indebtedness secured by this Deed of Trust remains unpaid at a time when notice may or must be given by Mortgagor of the exercise of any right or option to extend the term of such lease, then Mortgagor shall promptly give notice of the exercise of such right or option in accordance with the provisions of such lease; (vi) promptly notify the lessor under such lease of the existence and execution of this Mortgage and the name and address of Mortgagee; and (vii) not terminate (including a termination or rejection as a part of any bankruptcy or similar proceeding), cancel, surrender, modify, change, alter, or amend such lease, either orally or in writing, without the written consent of Mortgagee. Without imposing any obligation upon Mortgagee to do so, Mortgagor hereby appoints Mortgagee as Mortgagor's attorney in fact to perform any or all of the foregoing acts to the extent necessary to preserve and protect Mortgagor and/or Mortgagee's interest in said leasehold estate.

1.20 Except for a sale resulting in a partial reconveyance in accordance with the provisions of the Loan Agreement between Mortgagor and Mortgagee, Mortgagor shall not transfer the Property without the prior written consent of Mortgagee, which consent may be withheld in Mortgagee's sole discretion. Consent to one transfer shall not be deemed to be a waiver of the right to require consent to other transfers. Except for a transfer resulting in a partial reconveyance of this Mortgage if the Note, any Loan Agreement between Mortgagor and Mortgagee, or this Mortgage has a partial release clause, if Mortgagor transfers the Property or any portion thereof, or any interest therein, without first obtaining the written consent of Mortgagee, all indebtedness secured by this Mortgage shall, at the option of Mortgagee and without notice or demand, become immediately due and payable. As used herein, transfer includes, but is not limited to, the sale, option to sell, contract to sell, convey, encumber, mortgage (including encumber by a mortgage), pledge, hypothecate, or lease with option to purchase of the Property, or any portion thereof, or any interest therein, whether voluntary, involuntary, by operation of law, or otherwise, or the transfer of more than a 50% interest of Mortgagor if Mortgagor is anything other than a natural person.

ARTICLE 2.

EVENTS OF DEFAULT

Each of the following shall constitute an event of default ("Event of Default") hereunder:

2.1 The Mortgagor shall fail to pay interest or the principal amount of the Note when due, or any fee or other amount payable under the Note, hereunder or under either of the Other Mortgages, on the due date thereof.

2.2 Any representation or warranty by the Mortgagor shall prove to have been incorrect when made in any material respect.

2.3 The Mortgagor shall fail to perform or observe any non-payment term, covenant or agreement contained in this Mortgage, the Note, or any Other Mortgages, on their part to be performed or observed, which failure has not been cured by the Mortgagor within any applicable cure period as may be provided for.

2.4 The sale, assignment, lease or other disposition of all or substantially all of the Mortgaged Property, or the property encumbered by either of the Other Mortgages, other than in compliance with this Mortgage or the Other Mortgages.

2.5 The occurrence of any other event of default as defined in the Note or the Other Mortgages.

ARTICLE 3.

REMEDIES

Upon the occurrence and during the continuance of any Event of Default, Mortgagee, and either and both of them, shall have the following rights and remedies:

3.1 Mortgagee may declare the entire principal of the Note then outstanding to be due and payable immediately, and, notwithstanding the stated maturity in the Note or any other term or provision of the Note or this Mortgage to the contrary, the outstanding principal amount of the Note shall become and be immediately due and payable.

3.2 If Mortgagee shall have exercised the option provided in Section 3.1 above, Mortgagee in person or by agent may, without any obligation so to do and without notice or demand upon Mortgagor and without releasing Mortgagor from any obligation hereunder (i) make any payment or do any act which Mortgagor has failed to make or do; (ii) enter upon, take possession of, manage and operate the Mortgaged Property or any part thereof; (iii) make or enforce, or, if the same be subject to modification or cancellation, modify or cancel any leases of the Mortgaged Property or any part thereof upon such terms or conditions as Mortgagee deem proper; and (iv) obtain and evict

tenants, and fix or modify rents, make repairs and alterations and do any acts which Mortgagee deem proper to protect the security hereof. The entering upon and taking possession of the Mortgaged Property, the collection of any rents, royalties, issues, profits, revenue, income or other benefits and the application thereof as aforesaid shall not cure or waive any default theretofore or thereafter occurring or affect any notice of default hereunder or invalidate any act done pursuant to any such notice, and, notwithstanding continuance in possession of the Mortgaged Property, or any part thereof, by Mortgagor, Mortgagee or a receiver, and the collection, receipt and application of rents, royalties, issues, profits, revenue, income or other benefits, Mortgagee shall be entitled to exercise every right provided for in this Mortgage or by law upon or after the occurrence and during the continuance of an Event of Default. Any of the actions referred to in this Section may be taken by Mortgagee, or either of them, in person or by agent, with or without bringing any action or proceeding, or by receiver appointed by a court, and any such action may also be taken without regard to the adequacy of the security for the indebtedness hereby secured. Further, Mortgagee, at the expense of Mortgagor, may from time to time maintain and restore the Mortgaged Property or any part thereof as Mortgagee may reasonably deem desirable and may insure the same.

3.3 If Mortgagee shall have exercised the option provided in Section 3.1 above, Mortgagee shall be entitled, without notice and to the full extent provided by law, to the appointment by a court having jurisdiction of a receiver to take possession of and protect the Mortgaged Property or any part thereof, and operate the same and collect the rents and profits.

3.4 If Mortgagee shall have exercised the option provided in Section 3.1 above, Mortgagee may bring an action in any court of competent jurisdiction to foreclose this Mortgage or to enforce any of the covenants and agreements hereof. By virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, shall operate to divest all of the estate, right, title, interest, claim and demand whatsoever, whether at law or in equity, of Mortgagor in and to the properties and rights so sold, subject to any rights of redemption provided by law, and shall be a perpetual bar, both at law and in equity, against Mortgagor and any and all persons claiming or who may claim the same or any part thereof from, through or under Mortgagor subject to any rights of redemption provided by law.

3.5 Upon any sale or sales made under or by virtue of this Article 3, Mortgagee may bid for and acquire the Mortgaged Property or any part thereof and, in lieu of paying cash therefor, may make settlement for the purchase price by crediting upon the indebtedness or other sums secured by this Mortgage the net sales price after deducting therefrom the expenses of sale and the costs of the judicial proceedings, if any, with interest at the Default Rate (as defined in the Note) and any other sums which Mortgagee are authorized to deduct under this Mortgage.

3.6 Notwithstanding the appointment of any receiver, liquidator or trustee of Mortgagor, or of any of their property, or of the Mortgaged Property or any part thereof, if Mortgagee shall have exercised the option provided in Section 3.1 above, Mortgagee shall be entitled to retain possession and control of all property now or hereafter held under this Mortgage, including, but not limited to, the Profits.

3.7 No remedy herein conferred upon or reserved to Mortgagee is intended to be exclusive of any other remedy herein or by law provided, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission of Mortgagee in exercising any right or power accruing upon any Event of Default shall impair any right or power or shall be construed to be a waiver of any Event of Default or any acquiescence therein, and every power and remedy given by this Mortgage to Mortgagee may be exercised from time to time as often as may be deemed expedient.

3.8 Upon the occurrence of and during the continuance of any Event of Default, and if Mortgagee shall have exercised the option provided in Section 3.1 above, Mortgagor agree to, upon demand by Mortgagee, vacate and surrender possession of the Mortgaged Property to Mortgagee, or to a receiver, if any, and in default thereof may be evicted by any summary action or proceeding for the recovery of possession of leased premises for non-payment of rent, however designated.

3.9 In the event ownership of the Mortgaged Property or any portion thereof becomes vested in a person other than the Mortgagor herein named, Mortgagee may, without notice to the Mortgagor herein named, whether or not Mortgagee have given written consent to such change in ownership, deal with such successor or successors in interest with reference to this Mortgage and the indebtedness secured hereby, and in the same manner as with the Mortgagor herein named, without in any way vitiating, discharging or waiving Mortgagor' liability hereunder, for the indebtedness hereby secured or any Event of Default to the extent portion of ownership of the Mortgaged Property has become so vested.

3.10 In the event that there be a judicial sale hereunder and if at the time of such sale Mortgagor, or their heirs or assigns, be occupying the Premises and Improvements or any part thereof so sold, each and all shall immediately become the tenant of the purchaser at such sale which tenancy shall be a tenancy from day to day, terminable at the will of either tenant or landlord, at a rental per day based upon the value of the Premises and Improvements, such rental to be due daily to the purchaser. An action of unlawful detainer shall lie if the tenant holds over after a demand in writing for possession of said Premises and Improvements and this agreement and the trustee's deed shall constitute a lease and agreement under which any such tenant's possession arose and continued.

3.11 In the event of an Event of Default under any of the Note, this Mortgage or the Other Mortgages, Mortgagee may foreclose or exercise any right or remedy

provided hereunder. Upon Mortgagor's default under this Mortgage or any Other Mortgage, or upon any failure of Mortgagor to make payments or to satisfy his obligations under the Note, Mortgagee, at its election, may foreclose and exercise its rights and remedies under any one or more of this Mortgage and the Other Mortgages.

3.12 This Mortgage also constitutes a security agreement, on all of the terms and conditions set forth herein, to the extent that any of the Mortgaged Property is severable from the real property ("Collateral"). Mortgagor agrees that, as to the Collateral, Mortgagee shall have all of the rights and remedies of a secured party under the Uniform Commercial Code, as well as all other rights and remedies available at law or in equity. Mortgagor agrees to execute and deliver on demand, and irrevocably authorizes, constitutes, and appoints Mortgagee the attorney-in-fact of Mortgagor to execute, deliver, and/or file, any security agreements, financing statements, continuation statements, or other instruments that Mortgagee may require to impose, perfect, or continue the perfection of the lien or security interest created by this Mortgage. On the occurrence of any default under the provisions of the Note, this Mortgage, or any other agreement secured by this Mortgage, Mortgagee shall have the right to enforce any and all of the rights and/or remedies of a secured party under the Uniform Commercial Code including, without limitation: (i) the right to require Mortgagor to immediately assemble all or any portion of the Collateral and to make the same available to Mortgagee at any place designated by Mortgagee; (ii) the right to immediately take physical possession of all or any portion of the Collateral wherever it may be found, using all necessary lawful force to do so, and to exclude Mortgagor from such possession, and Mortgagor waives all claims to damages arising from or connected with any such taking or exclusion; (iii) the right to proceed with the foreclosure sale of all or any portion of the Collateral, from time to time, in any manner as may be permitted by Uniform Commercial Code, Idaho Code, Idaho Rules of Civil Procedure, or any other applicable statute, rule, or code; and, in Mortgagee's discretion, to operate all or any portion of the Collateral as a going concern pending the completion of any foreclosure sale; and (iv) the right to sell all or any portion of the Collateral at one or more public or private sales with or without having said Collateral at the place of sale, and upon such terms and in such manner as Mortgagee may determine, and Mortgagee is authorized to purchase the same at any such sale. Prior to any sale, Mortgagee may, at its option, repair or recondition all or any portion of the Collateral to such extent as Mortgagee may deem advisable and any sums expended therefore by Mortgagee shall be immediately repaid by Mortgagor. Expenses of retaking, holding, and preparing for sale, selling, or the like will be borne by Mortgagor and will include Mortgagee's and Mortgagee's attorney fees and legal expenses. Mortgagee will give Mortgagor at least ten (10) days' prior written notice of the time and place of any public sale or other disposition of the Collateral or of the time of or after which any private sale or any other intended disposition is to be made. If the notice is sent to Mortgagor in the manner provided for the mailing of notices in this Mortgage, it is deemed reasonable notice to Mortgagor.

3.13 This Mortgage constitutes a financing statement filed as a fixture filing, and it shall be recorded in the Official Records of the County Recorder of the county in

which the Mortgaged Property is located with respect to all fixtures included within the term "Mortgaged Property" as used in this Mortgage and with respect to any goods, Collateral, or other personal property that may now be or later become fixtures. The address of Mortgagee, from which information concerning this security interest may be obtained, is set forth in the upper left corner of page 1 of this Mortgage.

ARTICLE 4.

MISCELLANEOUS

4.1 In the event any one or more of the provisions contained in this Mortgage or in the Note shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Mortgage, but this Mortgage shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

4.2 If the lien of this Mortgage is invalid or unenforceable, or if the lien is invalid or unenforceable as to any part of the Mortgaged Property, the unsecured or partially secured portion of the Mortgagor's obligations shall be considered to have been completely paid prior to the payment of the remaining and secured portion of the obligations secured hereby, and all payments made on the Mortgagor's obligations, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion of the Mortgagor's obligations which are not secured or fully secured by the lien of this Mortgage.

4.3 The granting of consent by the Mortgagee to any transaction as required by the terms hereunder shall not be deemed a consent to past, future, or successive transactions.

4.4 Mortgagor shall pay or reimburse Mortgagee for all reasonable expenses incurred by Mortgagee before and after the date of this Mortgage with respect to any and all actions, matters or transactions arising out of or related to this Mortgage. Mortgagor acknowledges that from time to time the Mortgagor may receive statements for such expenses, including, without limitation, attorneys' fees and disbursements. Mortgagor shall pay such statements promptly upon receipt.

4.5 Mortgagor shall indemnify and hold harmless the Mortgagee from and against all claims, damages, losses and liabilities (including, without limitation, reasonable attorneys' fees and expenses) arising out of or based upon any matter related to the Mortgaged Property and the occupancy, ownership, maintenance or management of the Mortgaged Property by the Mortgagor. The Mortgagor further shall be personally and solely responsible for and shall indemnify and hold harmless the Mortgagee from and against any loss, damage, cost, expense or liability directly or indirectly arising out

of or attributable to the breach of any representation, warranty or covenant contained in this Mortgage or the Note relating to the Environmental Laws or the use, generation, storage, release, threatened release, discharge, disposal or presence of hazardous substances on, under or about any of the Mortgaged Property owned or leased by the Mortgagor, including without limitation (1) all consequential damages, (2) the costs of any required or necessary repair, cleanup or detoxification of the property and (3) all reasonable costs and expenses incurred by the Mortgagee or either of them in connection therewith, including but not limited to reasonable attorney's fees. The indemnifications in this paragraph are personal to the Mortgagor notwithstanding the general non-recourse nature of the Note and shall be in addition to any other liability that the Mortgagor may otherwise have to the Mortgagee and these indemnifications shall survive any foreclosure of this Mortgage and the satisfaction of the indebtedness secured hereby.

4.6 All written notices expressly provided hereunder to be given by Mortgagee to Mortgagor and all notices and demands of any kind or nature whatsoever which Mortgagor may be required or may desire to give or serve on Mortgagee shall be in writing and shall be served by personal delivery, telecopier, overnight courier or by registered or certified U.S. mail, return receipt requested, to the address set forth on the first page of this Mortgage. Any such notice or demand so served shall be deemed complete on the day of actual delivery if sent by personal delivery, telecopier, or overnight courier, or upon the date posted on the receipt if sent by certified mail. Changes in address may be made with written notice thereof to all other parties in accordance with the terms hereof.

4.7 All of the grants, obligations, covenants, agreements, terms, provisions and conditions herein shall run with the land and shall apply to, bind and inure to the benefit of the heirs and permitted assigns of Mortgagor and the heirs of Mortgagee, and the permitted endorsees, permitted transferees, successors and permitted assigns of Mortgagee.

4.8 This Mortgage may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

4.9 The prevailing party in any legal action brought by one party against the other and arising out of this Mortgage or the Note shall be entitled, in addition to any other rights and remedies he may have, to reimbursement for their expenses including court costs and reasonable attorney fees.

4.10 This Mortgage is to be construed and enforced according to the laws of the State of Idaho.

4.11 Upon satisfaction in full by Mortgagor of all of their obligations under the Note and this Mortgage, Mortgagee shall cause this Mortgage to be released of record.

THE UNDERSIGNED ACKNOWLEDGE(S) AND UNCONDITIONALLY AGREE(S) THAT THE WRITTEN AGREEMENTS AND DOCUMENTS PREPARED BY LENDER AND EXECUTED BY BORROWER(S) AND LENDER REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES. THE WRITTEN LOAN DOCUMENTS MAY NOT BE CONTRADICTED BY ANY PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN OR ORAL AGREEMENTS BETWEEN THE PARTIES, NOR CAN ANY UNWRITTEN OR ORAL AGREEMENTS BE MADE IN THE FUTURE.

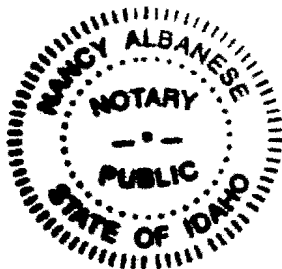
IN WITNESS WHEREOF, Mortgagor has executed this Mortgage as of the date set forth above.

Pend Oreille Bonner Development Holdings, Inc., a Nevada corporation

By: Charles W. Reeves
Charles W. Reeves
Its: President

STATE OF IOAHO)
COUNTY OF Bonner)

BEFORE ME this 14th day of June, 2006, personally appeared **Charles W. Reeves**, to me personally known to be the person who is described in and who executed the above instrument and acknowledged that he is the President of the corporation named above and that he is authorized as an officer of said corporation to execute the foregoing on behalf of said corporation and that he executed the same of his own free will to bind said corporation.



Nancy Albanese
Notary Public for IOAHO
Residing at: Sandpoint
my Commission Expires 1-31-11

SCHEDULE B-Part II - continued

Transnation Title Insurance Company

Commitment No. 00041847

THIS REPORT IS DIVIDED INTO 4 SECTIONS WITH MULTIPLE PARCELS WITHIN EACH SECTION, THE FOLLOWING SECTIONS REPRESENT FOUR DIFFERENT LOCATIONS:

SECTION A:

HIDDEN LAKES GOLF COURSE, LODGE, PARKING AREAS AND MAINTENANCE AREAS.

SECTION B:

HIGHLANDS AREA PLATTED LOTS WEST OF LOWER PACK RIVER ROAD.

SECTION C:

MOOSE MOUNTAIN LARGE ACREAGE FOR DEVELOPMENT SOUTH OF HIGHWAY 200.

SECTION D:

IDAHO RESORT AREA ON THE WATERS OF LAKE PEND OREILLE AT TRESTLE CREEK.



Transnation Title Insurance Company

Exhibit A

SECTION A:

PARCEL 1:

A tract of land located in Section 36, Township 58 North, Range 1 West AND Section 31, Township 58 North, Range 1 East of the Boise Meridian, Bonner County, Idaho, more particularly described as follows:

That portion of said Sections 36 and 31 lying East of Pack River Road, a county road, West of the Pack River, North of State Highway No. 200, and South of the South line of Government Lot 1 of said Section 31 and South of the South line of the Northeast quarter of the Northeast quarter of said Section 36;

LESS that land included in the Plat of Hidden Lakes Subdivision as recorded in Book 4 of Plats, page 64, records of Bonner County, Idaho.

ALSO LESS a parcel of land in Section 36, Township 58 North, Range 1 West of the Boise Meridian, Bonner County, Idaho more particularly described as follows:

Commencing at the Southeast corner of said Section 36;

Thence North $52^{\circ} 11'33''$ West 953.40 feet (record per Instrument No. 457973 = North $54^{\circ} 29'10''$ West, 1010.58 feet) to a point on the Northerly right of way of State Highway No. 200 and the true point of beginning;

Thence North $01^{\circ} 19'29''$ West, 244.70 feet (record per Instrument No. 457973 = North $01^{\circ} 07'07''$ East, 244.28 feet);

Thence South $88^{\circ} 04'08''$ West, 348.50 feet (record per Instrument No. 457973 = South $87^{\circ} 52'03''$ West, 348.49 feet)

Thence South $01^{\circ} 19'12''$ West, 250.00 feet (record per Instrument No. 457973 = South $01^{\circ} 07'07''$ West, 250.00 feet) to the Northerly right of way of State Highway No. 200;

Thence along said right of way North $80^{\circ} 34'19''$ East 66.04 feet (record per Instrument No. 457973 = North $79^{\circ} 46'41''$ East, 66.62 feet);

Thence on a curve to the right having a central angle of $05^{\circ} 47'35''$ and a radius of 2803.37 feet, for an arc distance of 283.45 feet (record per Instrument No. 457973 = a central angle of $05^{\circ} 47'02''$ and an arc length of 282.99 feet) to the true point of beginning.

LESS a tract of land in Government Lot 2 of Section 31, Township 58 North, Range 1 East of the Boise Meridian, Bonner County, Idaho, more particularly described as follows:

Beginning at the intersection of the North line of said Government Lot 2 and an existing fence line marking the right of way of an old County Road, said point being South $89^{\circ} 06'38''$ East, 398.07 feet from the Northwest corner of Government Lot 2 (record = 361.00 feet);

Thence along said fence line as noted of record per Instrument No. 217765 on a curve to the left (radial bearing = North $62^{\circ} 13'42''$ East) having a central angle of $19^{\circ} 17'35''$ and a radius of 650.32 feet, for an arc distance of 218.98 feet (chord = South $37^{\circ} 25'05''$ East, 217.95 feet);

Thence continuing along said fence line, South $47^{\circ} 03'53''$ East, 43.24 feet;

Thence North $89^{\circ} 06'38''$ West, 12.33 feet;



Transnation Title Insurance Company

Thence continuing along the fence line, South 59° 55'24" East, 65.99 feet to an iron pipe as described in Instrument No. 217765;

Thence along the fence line, South 70° 07'45" East, 262.49 feet to an iron pipe as described in Instrument No. 217765 (record = South 70° 18'00" East 262.00 feet);

Thence South 54° 48'04" East, 67.00 feet;

Thence North 40° 08'56" East, 168.45 feet to the right bank of Pack River (record = 200.00 feet to the thread of Pack River);

Thence North 40° 08'56" East to the intersection with the thread of Pack River;

Thence Northerly and upstream along the thread line of Pack River to the intersection with the North line of Government Lot 2 of said Section 31;

Thence South 89° 06'38" East, along said North line to the true point of beginning.

LESS any part of the above described property lying North and East of Pack River.

LESS a tract of land in Government Lots 1 and 2 of Section 31, Township 58 North, Range 1 East and the Southeast quarter of the Northeast quarter of Section 36, Township 58 North, Range 1 West of the Boise Meridian, Bonner County, Idaho and more particularly described as follows:

Mary's Pack River Lots and all that property dedicated to the public for right of way as shown and recorded in Instrument No. 699091, records of Bonner County, Idaho.

PARCEL 2:

A tract of land located in Section 36, Township 58 North, Range 1 West AND Section 2, Township 57 North, Range 1 West of the Boise Meridian, Bonner County, Idaho, more fully described as follows:

Beginning at a point that is North 80 degrees 05' 57" East, a distance of 386.02 feet from the South quarter corner of said Section 36, said point also being at the intersection of the South right of way of State Highway No. 200 and the East right of way of the Old Country Road:

thence South 5 degrees 14' 00" East along said East right of way of the old country road, a distance of 171.80 feet;

thence continuing South 14 degrees 35' 50" East along said East right of way, a distance of 254.70 feet to an intersection with the North right of way of Old Highway No. 200 (FAP No. 95F);

thence North 72 degrees 38' 24" East along said North right of way, a distance of 372.40 feet;

thence continuing along said North right of way, North 72 degrees 58' 33" East, a distance of 336.00 feet to an intersection with the West high bank of Dry Creek;

thence Northeasterly along said West high bank, a distance of 578 feet, more or less, to an intersection with the South right of way of said State Highway No. 200;

thence Westerly along said South right of way the following six (6) courses:

- 1) Around a curve to the left with a radius of 2643.37 feet, a distance of 48.44 feet (the chord of which bears South 88 degrees 02' 31" West, a distance of 48.43 feet);
- 2) North 79 degrees 07' 52" West, 100.50 feet;



Transnation Title Insurance Company

- 3) Around a curve to the left with a radius of 2668.37 feet, a distance of 247.30 feet (the chord of which bears South 82 degrees 54' 00" West, a distance of 247.24 feet) to a P.S.C.;
- 4) Along a spiral curve (S=2 degrees 12.3'), a distance of 207.68 feet (the chord of which bears South 70 degrees 27' 12" West, a distance of 207.67 feet) to a P.S.;
- 5) South 69 degrees 43' 21" West, 328.60 feet;
- 6) South 61 degrees 11' 30" West, 119.79 feet to the point of beginning.

AND TOGETHER WITH any portion of the old Highway right of way abandonment, described in that certain Quit Claim Deed, executed by the State of Idaho, as Instrument No. 696025 and recorded on January 11, 2006, lying within the bounds of the above described property

PARCEL 3:

A tract of land in Government Lot 1 of Section 31, Township 58 North, Range 1 East of the Boise Meridian, Bonner County, Idaho, being that property described in Instrument No. 484825 and more particularly described as follows:

Beginning at a point on the South line of said Government Lot 1, which is South 89° 06'38" East (record = South 89° 06'55" East) 330.00 feet from the Southwest corner of Government Lot 1, marked by a brass cap stamped RLS 974;

Thence parallel to the West line of the Section, North 00° 07'21" East, 118.03 feet;

Thence in a Southeasterly direction on a curve to the right (radial bearing = South 50° 01'02" West) having a central angle of 12° 44'09" and a radius of 233.31 feet, for an arc distance of 51.86 feet (chord = South 33° 36'53" East, 51.76 feet);

Thence South 27° 14'49" East, 79.53 feet;

Thence on a curve to the left (radial bearing = North 62° 45'11" East) having a central angle of 00° 31'29" (record = 00° 31'25") and a radius of 650.32 feet for an arc distance of 5.95 (record = 5.94 feet) feet (chord = South 27° 30'31" East, 5.95 feet), to the South line of Government Lot 1;

Thence along said South line North 89° 06'38" West (record = North 89° 06'55" West), 68.07 feet to the true point of beginning.

PARCEL 4:

A tract of land in Government Lot 1 of Section 31, Township 58 North, Range 1 East of the Boise Meridian, Bonner County, Idaho, being that property described in Instrument No. 495753 and more particularly described as follows:

Beginning at a point on the South line of said Government Lot 1, which is South 89° 06'38" East (record = South 89° 06'55" East) 330.00 feet from the Southwest corner of Government Lot 1, marked by a brass cap stamped RLS 974;

Thence parallel to the West line of the Section North 00° 07'21" East, 118.03 feet;

Thence on a curve to the left (radial bearing = South 50° 01'02" West) having a central angle of 04° 01'30" and a radius of 233.31 feet, for an arc distance of 16.39 feet (chord = North 41° 59'43" West 16.39 feet)

Thence North 44° 00'28" West 23.17 feet to the Southeasterly right of way of the Lower Pack River Road;



Transnation Title Insurance Company

Thence along said right of way on a curve to the right (radial bearing = North 53° 09'38" West) having a central angle of 12° 32'30" and a radius of 275.00 feet, for an arc distance of 60.20 feet (chord = South 43° 06'37" West, 60.08 feet);

Thence leaving said right of way, South 44° 00'28" East, 20.15 feet;

Thence on a curve to the right having a central angle of 16° 45'40" and a radius of 173.31 feet, for an arc distance of 50.70 feet (chord = South 35° 37'39" East 50.52 feet);

Thence South 27° 14'49" East, 53.33 feet to the true point of beginning

PARCEL 5:

A tract of land in Government Lot 2 of Section 31, Township 58 North, Range 1 East of the Boise Meridian, Bonner County, Idaho, being that property described in Instrument No. 495753 and more particularly described as follows:

Beginning at a point on the West line of said Government Lot 2 (West line of Section 31) which is South 00° 07'21" West, 200.00 feet from the Northwest corner of said Government Lot 2;

Thence parallel to the North line of Government Lot 2, South 89° 06'38" East (record = South 89° 06'55" East) 562.61 feet (record = 562.58 feet);

Thence North 47° 03'53" West, 43.24 feet (record = 43.21 feet);

Thence on a curve to the right having a central angle of 19° 17'35" (record = 19° 17'39") and a radius of 650.32 feet, for an arc distance of 218.98 feet (chord = North 37° 25'03" West 271.95 feet) to the North line of Government Lot 2;

Thence along said North line North 89° 06'38" West (record = North 89° 06'55" West) 68.07 feet;

Thence South 27° 14'49" East 26.15 feet;

Thence on a curve to the left having a central angle of 09° 49'00" and a radius of 710.32 feet, for an arc distance of 121.70 feet (chord = South 32° 09'19" East, 121.55 feet);

Thence South 80° 25'01" West 412.81 feet (record = South 80° 24'50" West 412.82 feet) to the point of beginning.

EXCEPTING from Parcels 1, 3, 4 and 5, the following two tracts:

Any portion encompassed by the Plat of GOLDEN TEE ESTATES PLANNED UNIT DEVELOPMENT (PHASE ONE), according to the plat thereof, recorded in Book 6 of Plats, Page 108, records of Bonner County, Idaho.

AND any portion encompassed by the Plat of GOLDEN TEE ESTATES FIRST ADDITION,(PHASE TWO) according to the plat thereof, recorded in Book 6 of Plats, Page 114, records of Bonner County, Idaho.

PARCEL 6:

Block 5 in GOLDEN TEE ESTATES PLANNED UNIT DEVELOPMENT (PHASE ONE), according to the plat thereof, recorded in Book 6 of Plats, Page 108, records of Bonner County, Idaho.

PARCEL 7:

The Club House, and the Parking Lot in Block 12, as they are shown and depicted in GOLDEN TEES ESTATES FIRST ADDITION (PHASE TWO), according to the plat thereof, recorded in Book 6 of Plats, Page 114, records of Bonner County, Idaho.

PARCEL 8:



Transnation Title Insurance Company

Maintenance Lot, Block 14, **GOLDEN TEES ESTATES FIRST ADDITION (PHASE TWO)** according to the plat thereof, recorded in Book 6 of Plats, Page 114, records of Bonner County, Idaho.

PARCEL 9:

Lot 2 Block 3 in **GOLDEN TEES ESTATES PLANNED UNIT DEVELOPMENT (PHASE ONE)**, according to the plat thereof, recorded in Book 6 of Plats, Page 108, records of Bonner County, Idaho.

PARCEL 10:

Lot 13, Block 13 and the Golf Course Area as shown and depicted in Block 12 of **GOLDEN TEES ESTATES FIRST ADDITION (PHASE TWO)** according to the plat thereof, recorded in Book 6 of Plats, Page 114, records of Bonner County, Idaho.

PARCEL 11:

Open space Lots shown as Lots 1 And 5 and Stormwater Lot, Block 4 and Stormwater Lot, Block 2 of **GOLDEN TEE ESTATES PLANNED UNIT DEVELOPMENT (PHASE ONE)**, according to the Plat thereof, recorded in Book 6 of Plats, page 108, records of Bonner County, Idaho.

Open space Lots 1 and 4, Block 6 and open space Lot 1, Block 7, open space Lot 1, Block 9, **GOLDEN TEE ESTATES 1ST ADDITION PLANNED UNIT DEVELOPMENT (PHASE TWO)**, according to the plat thereof, recorded in Book 6 of Plats, Page 114, records of Bonner County, Idaho.

PARCEL 12:

Open space Lot 1, of Block 8, **GOLDEN TEE ESTATES FIRST ADDITION PUD (PHASE TWO)**, according to the plat thereof, recorded in Book 6 of Plats, Page 114, records of Bonner County, Idaho

PARCEL 13:

Lot 1, Block 11 in **GOLDEN TEES ESTATE FIRST ADDITION (PHASE TWO)**, according to the plat thereof, recorded in Book 6 of Plats, Page 114, records of Bonner County, Idaho.

PARCEL 14:

All Private roads in **GOLDEN TEE ESTATES PLANNED UNIT DEVELOPMENT (PHASE ONE)**, according to the plat thereof, recorded in Book 6 of Plats, Page 108, records of Bonner County, Idaho.

PARCEL 15:

All private roads in **GOLDEN TEES ESTATES FIRST ADDITION (PHASE TWO)**, according to the plat thereof, recorded in Book 6 of Plats, Page 114, records of Bonner County, Idaho.

SECTION B:

PARCEL 1:

Lot 1 in Block 1 of the **FIRST ADDITION TO HIDDEN LAKES**, according to the plat thereof, recorded in Book 4 of Plats, page 161, records of Bonner County, Idaho.

PARCEL 2:

Lots 2, 3, 4, 5 in Block 2 of the **SECOND ADDITION TO HIDDEN LAKES SUBDIVISION**, according to the plat thereof, recorded in Book 5 of Plats, Page 58, records of Bonner County, Idaho.



Transnation Title Insurance Company

PARCEL 3:

A tract of land in the East half of the Northeast quarter of the Southwest quarter and the Northwest quarter of the Southeast quarter of Section 36, Township 58 North, Range 1 West of the Boise Meridian, Bonner County, Idaho, more particularly described as follows:

Beginning at the Southeast corner of the East half of the Northeast quarter of the Southwest quarter of said Section 36:

Thence along the South line of the East half of the Northeast quarter of the Southwest quarter, North $89^{\circ} 36'27''$ West, 661.51 feet (record = North $89^{\circ} 37'10''$ West, 661.57 feet to the Southwest corner of the East half of the Northeast quarter of the Southwest quarter;

Thence along the West line of the East half of the Northeast quarter of the Southwest quarter, North $00^{\circ} 10'22''$ East 856.45 feet (record = North $00^{\circ} 09'25''$ East, 856.45 feet);

Thence North $89^{\circ} 10'53''$ East, 30.21 feet (record = East, 29.58 feet) to the Westerly right of way of Berry Drive (shown as Olympic Drive on the Second Addition Plat to Hidden Lakes);

Thence Southeasterly along said right of way the following six (6) courses:

1. on a non tangential curve to the left (radial bearing = North $87^{\circ} 39'13''$ East) having a central angle of $36^{\circ} 44'06''$ and a radius of 131.00 feet for an arc distance of 83.99 feet (record = 84.54 feet) (chord = South $20^{\circ} 42'50''$ East, 82.56 feet - record = South $20^{\circ} 37'27''$ East, 83.08 feet);
2. thence South $39^{\circ} 04'53''$ East, 419.67 feet (record = South $39^{\circ} 06'45''$ East, 419.68 feet);
3. thence on a curve to the left having a central angle of $11^{\circ} 42'45''$ and a radius of 530.00 feet for an arc distance of 108.34 feet (chord = South $44^{\circ} 56'16''$ East, 108.15 feet - record = South $44^{\circ} 58'08''$ East, 108.16 feet);
4. thence South $50^{\circ} 47'39''$ East, 69.68 feet (record = South $50^{\circ} 49'31''$ East, 69.68 feet);
5. thence on a curve to the right having a central angle of $23^{\circ} 42'51''$ and a radius of 970.00 feet, for an arc distance of 401.47 feet (chord = South $38^{\circ} 56'14''$ East, 398.61 feet - record = South $38^{\circ} 58'05''$ East 398.61 feet);
6. thence South $27^{\circ} 04'48''$ East, 31.65 feet to the South line of the Northwest quarter of the Southeast quarter (record = South $27^{\circ} 06'40''$ East, 30.77 feet);

thence leaving said right of way North $89^{\circ} 36'03''$ West, 60.37 feet (record = North $89^{\circ} 37'09''$ West, 59.55 feet) to the point of beginning.

PARCEL 4:

A tract of land located in a portion of the Southwest quarter of the Southeast quarter of Section 36, Township 58 North, Range 1 West, Boise Meridian, Bonner County, Idaho, more particularly described as follows:

Beginning at the Northwest corner of said Southwest quarter of the Southeast quarter of Section 36;

Thence South $89^{\circ} 36'03''$ East 60.37 feet (record = South $89^{\circ} 37'09''$ East, 59.55 feet) to the Westerly right of way of Berry Drive (shown as Olympic Drive on the Plat of the Second Addition to Hidden Lakes);

Thence along said right of way for the following four (4) courses:

1. South $27^{\circ} 04'48''$ East, 299.95 feet (record = South $27^{\circ} 06'40''$ East, 300.83 feet);
2. North $62^{\circ} 55'12''$ East, 60.00 feet (record = North $62^{\circ} 53'20''$ East, 60.00 feet);

Transnation Title Insurance Company

3. North 27° 04'48" West, 125.34 feet (record = North 27° 06'40" West, 125.34 feet):
4. thence on a curve to the right having a central angle of 79° 01'27" and a radius of 25.00 feet, for an arc distance of 34.48 feet (chord = North 12° 25'55" East, 31.81 feet - record = North 12° 24'03" East, 31.81 feet) to a point on the Southerly right of way of Fairway View Drive, as shown on the Plat of First Addition to Hidden Lakes;

thence along said right of way for the following eight (8) courses:

1. North 51° 56'39" East, 74.67 feet (record = North 51° 54'47" East, 74.67 feet);
2. thence on a curve to the right having a central angle of 99° 26'33" and a radius of 70.00 feet, for an arc distance of 121.49 feet (chord = South 78° 20'05" East, 106.81 feet - record = South 78° 21'57" East, 106.81 feet);
3. thence South 28° 36'48" East, 154.03 feet (record = South 28° 38'40" East, 154.03 feet);
4. thence on a curve to the right having a central angle of 55° 41'27" and a radius of 90.00 feet for an arc distance of 87.48 feet (chord = South 00° 46'05" East, 84.08 feet - record = South 00° 47'56" East, 84.08 feet);
5. thence South 27° 04'39" West, 170.14 feet;
6. thence on a curve to the right having a central angle of 71° 37'11" and a radius of 60.0 feet, for an arc distance of 75.00 feet (chord = South 08° 43'57" East, 70.21 feet);
7. thence South 44° 32'32" East, 50.94 feet;
8. thence on a curve to the right having a central angle of 69° 10'16" and a radius of 25.00 feet, for an arc distance of 30.18 feet (chord = South 09° 57'24" East, 28.38 feet - record = South 11° 23'51" East, 30.18 feet) to a point on the West right of way of Lower Pack River Road:

thence Southerly along said right of way for the following four (4) courses:

1. on a non tangential curve to the right having a central angle of 04° 15'19" and a radius of 1180.00 feet for an arc distance of 87.69 feet (chord = South 22° 30'38" West, 87.67 feet);
2. thence South 20° 22'44" West, 114.57 feet;
3. thence on a curve to the left having a central angle of 22° 29'50" and a radius of 502.65 feet, for an arc distance of 197.36 feet (chord = South 09° 07'49" West, 196.10 feet)
4. thence South 02° 07'06" East, 157.81 feet to the Northerly right of way of State Highway No. 200;

thence along the highway right of way, South 77° 42'28" West, 72.14 feet (record = South 78° 15'06" West, 71.11 feet);

thence continuing along the Highway right of way, South 69° 44'57" West, 262.22 feet (record = South 69° 43'16" West, 261.65 feet) to the West line of the Southwest quarter of the Southeast quarter of said Section 36;

thence along the West line of the Southwest quarter of the Southeast quarter, North 00° 08'19" East, 1223.36 feet (record = North 00° 07'13" East, 1223.17 feet) to the point of beginning.

PARCEL 5:

That portion of the Southeast quarter of the Northeast quarter of Section 36, Township 58 North, Range 1 West of the Boise Meridian, Bonner County, Idaho, lying West of the Lower Pack River Road.

EXCEPT the First Addition to Hidden Lakes Subdivision, according to the plat thereof, recorded in Book 4 of Plats, Page 161, records of Bonner County, Idaho.

Transnation Title Insurance Company

SECTION C:

All that portion of the Southeast Quarter in Section 36, Township 58 North, Range 1 West, Boise Meridian, Bonner County, Idaho, lying South of State Highway 200; and all that portion of Government Lot 4 in Section 31, Township 58 North, Range 1 East, Boise Meridian, Bonner County, Idaho, lying South of State Highway 200;

LESS the following described property:

A tract of land in the Southeast quarter of Section 36, Township 58 North, Range 1 West of the Boise Meridian, Bonner County, Idaho, being that property described in Instrument No. 92981, records of Bonner County, Idaho and more particularly described as follows:

Commencing at the Southeast corner of said Section 36;

Thence along the East line of Section 36, North 00° 08'06" East, 460.00 feet;

Thence perpendicular to the East line of the Section, North 89° 51'54" West, 568.00 feet to the true point of beginning;

Thence South 47° 08'06" West, 250.00 feet;

Thence South 42° 51'54" East, 348.50 feet;

Thence North 47° 48'06" East, 250.00 feet;

Thence North 42° 51'54" West, 348.50 feet to the true point of beginning.

AND

All that portion of Government Lots 2, 3, 4, 5, 6, 7, 8 and 9; the Southwest quarter of the Northeast quarter; and the South half of the Northwest quarter of Section 2, Township 57 North, Range 1 West of the Boise Meridian, Bonner County, Idaho, lying South of State Highway No. 200 and lying North and East of the Northern Pacific Railroad (now Montana Rail Link) right of way.

LESS that portion of Section 2, Township 57 North, Range 1 West of the Boise Meridian, Bonner County, Idaho; being that property described in Instrument No. 592059 and more particularly described as follows:

Beginning at a right of way monument on the South right of way of State Highway No. 200, from which the Northwest corner of said Section 2 bears North 25° 54'43" West, 798.00 feet (record = North 26° 28'08" West, 798.11 feet);

Thence along the South right of way of the Highway, North 68° 35'39" East, 266.10 feet;

Thence continuing along the Highway right of way, on a curve to the left (radial bearing = North 14° 03'28" West) having a central angle of 00° 08'55" and a radius of 5799.58 feet for an arc distance of 15.03 feet (chord = North 75° 52'05" East, 15.03 feet - total distance along right of way from point of beginning = 281.13 feet - record = 281.13 feet);

thence leaving said right of way South 00° 04'10" West, 725.53 feet;

Thence North 89° 14'40" West, 330.00 feet;

Thence North 00° 03'26" West 607.20 feet, to the Southerly right of way of State Highway No. 200;

Thence along said right of way North 79° 11'55" East, 70.38 feet to the true point of beginning.



Transnation Title Insurance Company

LESS a tract of land located in Section 36, Township 58 North, Range 1 West and Section 2, Township 57 North, Range 1 West of the Boise Meridian, Bonner County, Idaho; being a portion of that property described in Instrument No. 464572 and more particularly described as follows:

Beginning at a point that is North 80° 05'57" East 386.02 feet from the South quarter of said Section 36, said point also being at the intersection of the South right of way of State Highway No. 200 and the East right of way of the Old County Road;

Thence South 05° 14'00" East along the East right of way of the Old County Road, 171.80 feet;

Thence continuing South 14° 35'50" East along said East right of way, 254.70 feet to the intersection with the North right of way of Old Highway 200 (FAP No. 95F);

Thence North 72° 38'24" East along said North right of way, 372.40 feet;

Thence continuing along said North right of way, North 72° 58'33" East, 336.00 feet to the intersection with the West high bank of Dry Creek;

Thence Northeasterly along said West high bank, a distance of 578 feet, more or less, to the intersection with the South right of way of State Highway No. 200;

Thence Westerly along said South right of way the following six (6) courses:

1. around a curve to the left with a radius of 2643.37 feet, a distance of 48.44 feet (chord = South 88° 02'31" West, 48.43 feet);
2. North 79° 07'52" West, 100.50 feet;
3. around a curve to the left with a radius of 2668.37 feet for a distance of 247.30 feet (chord = South 82° 54'00" West, 247.24 feet);
4. along a spiral curve (South = 02° 12'18"), a distance of 207.68 feet (chord = South 70° 27'12" West, 207.67 feet);
5. South 69° 43'21" West, 328.60 feet;
6. South 61° 11'30" West, 119.79 feet to the point of beginning.

TOGETHER WITH any portion of the old highway right of way abandonment described in that certain Quitclaim Deed, executed by the State of Idaho, as Instrument No. 696025 and recorded on January 11, 2006, and lying within the bounds of the above described property.

AND

Government Lots 5, 9, 10 and 11; the Southeast quarter of the Northwest quarter; the East half of the Southwest quarter; and Government Lot 6, all in Section 6, Township 57 North, Range 1 East of the Boise Meridian, Bonner County, Idaho.

LESS that property described in Instrument No. 22533, records of Bonner County, Idaho, and described as follows:

Beginning at the North quarter corner of said Section 6, Township 57 North, Range 1 East of the Boise Meridian, Bonner County, Idaho;

Thence South 1669.70 feet to Pack River and the True Point of Beginning;

Thence South 66° 47' West, 203 feet;

Thence South 69° 54' West 165.3 feet;

Thence South 79° 56' West, 242.5 feet;



Transnation Title Insurance Company

Thence South 01° 11' East, 146 feet;

Thence South 25° 18' East, 118.20 feet;

Thence South 54° 29' East, 137.2 feet;

Thence South 68° 10' East, 267.1 feet;

Thence North 535.6 feet to a point 1669.7 feet South of the North quarter corner of Section 6.

LESS a tract of land in Government Lot 6 and the Southeast quarter of the Northwest quarter of Section 6, Township 57 North, Range 1 East of the Boise Meridian, Bonner County, Idaho, being that property identified as Tract No. Q-1755-2 in Instrument No. 42975 and more particularly described as follows:

Beginning at a point on the Southerly right of way of State Highway No. 200 which is South 55° 03' 21" East, 2460.29 feet from the Northwest corner of said Section 6 (record = South 55° 14' East, 2451.3);

Thence South 14° 53' 00" East, 223.22 feet (record);

Thence South 04° 43' 00" East, 640.00 feet (record);

Thence South 39° 48' 00" East, 430.00 feet (record);

Thence South 30° 28' 00" East, 387.49 feet (record = 500 feet plus or minus) to the East line of the Southeast quarter of the Northwest quarter of said Section 6.

TOGETHER WITH any portion of the Old Highway right of way abandonment described in that certain Quitclaim Deed, executed by the State of Idaho, as Instrument No. 696025 and recorded on January 11, 2006, lying within the bounds of the above described property

SECTION D:

PARCEL 1:

That portion of the Southwest quarter of the Southwest quarter of Section 16, Township 57 North, Range 1 East, Boise Meridian, lying West of the State Highway No. 200 right of way and East of the Northern Pacific Railway right of way; and lying North of the North line of the following described tract:

Beginning at a point where the Section line between Sections 16 and 21, Township 57 North, Range 1 West, Boise Meridian, intersects the State Highway on the Westerly side as it now exists;

thence in a Northwesterly direction along the Westerly side of said Highway, 752 feet;

thence in a Southwesterly direction, 97 feet;

thence in a Southeasterly direction, 672 feet to the Section line between Sections 16 and 21;

thence East on said Section line between said Sections 16 and 21, 104.25 feet, more or less, to the place of beginning.

SAID parcel is now described as follows:

A tract of land situated in the Southwest quarter of the Southwest quarter of Section 16, Township 57 North, Range 1 East of the Boise Meridian, Bonner County, Idaho, lying Southwest of the right of way of State Highway No. 200 and Northeast of the right of way of Montana Rail Link Railway; being a portion of that property described as Parcel 1 of Instrument No. 168846 and more particularly described as follows:



Transnation Title Insurance Company

Commencing at the intersection of the South line of the Southwest quarter of the Southwest quarter of Section 16 and the Northeasterly right of way of Montana Rail Link Railway which is South 88° 10'56" East, 944.95 feet from the Southwest corner of Section 16;

Thence leaving said South line and along said right of way North 23° 38'59" West, 672.00 feet to the true point of beginning;

Thence continuing along said right of way North 23° 38'59" West, 786.99 feet to the intersection with the North line of the Southwest quarter of the Southwest quarter;

Thence leaving said right of way and along said North line South 88° 43'23" East, 241.38 feet to the Westerly right of way of State Highway No. 200;

Thence leaving said North line and along said right of way the following four (4) courses:

on a non-tangential curve to the right having a central angle of 01° 19'25" (radial bearing = South 73° 15'16" West), a radius of 768.50 feet, for an arc length of 17.75 feet (chord = South 16° 06'41" East, 17.75 feet);

Thence along a line offset 50.00 feet Westerly of and parallel to a spiral curve (centerline ls = 200 feet, a = 3.5, S = 7") for a chord of South 10° 43'01" East 193.87 feet);

Thence South 08° 25'19" East, 86.06 feet;

Thence on a curve to the left having a central angle of 13° 56'48", a radius of 1482.53 feet, for an arc length of 360.87 feet (chord = South 15° 23'43" East, 359.98 feet);

Thence leaving said right of way South 44° 37'10" West, 106.45 feet (record = "Southwesterly 97 feet") to the true point of beginning.

PARCEL 2:

That part of the Southwest quarter of the Southwest quarter in Section 16, Township 57 North, Range 1 East of the Boise Meridian, lying South and West of the Burlington Northern Inc. Railway right of way and Government Lot 5 in Section 17, Township 57 North, Range 1 East, of the Boise Meridian, save and excepting therefrom:

The South 350 feet of Government Lot 5 in said Section 17, and also that part of the Southwest quarter of the Southwest quarter in said Section 16 lying Westerly of said Burlington Northern Inc. right of way as now in use and described as follows:

Beginning at the Southwest corner of said Section 16;

thence North along the West Section line 350 feet;

thence East to the centerline of Trestle Creek;

thence Southeasterly along said centerline to the South line of Section 16;

thence West along the Section line 720 feet, more or less, to the point of beginning.

SAID parcel is now described as follows:

A tract of land situated in the Southwest quarter of the Southwest quarter of Section 16, lying Southwest of Montana Rail Link Railroad right of way and Government Lot 5 of Section 17, all in Township 57 North, Range 1 East of the Boise Meridian, Bonner County, Idaho: being a portion of that property described as Parcel 2 of Instrument No. 168846 and more particularly described as follows:

Transnation Title Insurance Company

Beginning at the intersection of the South line of the Southwest quarter of the Southwest quarter of Section 16 and the Southwesterly right of way of Montana Rail Link Railway which is South 88° 10'56" East, 834.19 feet from the Southwest corner of Section 16;

Thence leaving said South line and along said right of way North 23° 38'59" West, 1457.84 feet to the intersection with the North line of the Southwest quarter of the Southwest quarter;

Thence leaving said right of way and along the North line of the Southwest quarter of the Southwest quarter, North 88° 43'23" West, 243.71 feet to the Northwest corner of the Southwest quarter of the Southwest quarter;

Thence along the North line of Government Lot 5 in Section 17, North 89° 23'45" West, 1223.84 feet to the meander line of Lake Pend Oreille, as defined by the original GLO Survey;

Thence leaving said North line and along said meander line the following two (2) course:

South 52° 55'48" East, 561.00 feet;

Thence South 37° 55'48" East, 798.96 feet to a point on a line lying 350.00 feet North of and parallel to the South line of the Southwest quarter of the Southwest quarter of Section 16;

Thence along said parallel line, South 88° 10'56" East, 281.27 feet to the West line of the said Southwest quarter of the Southwest quarter;

Thence continuing South 88° 10'56" East, 159.02 feet to the intersection with the centerline of Trestle Creek;

Thence along the centerline of Trestle Creek the following eight (8) courses:

South 52° 54'34" East, 63.58 feet;

Thence South 44° 37'26" East, 117.83 feet;

Thence South 42° 08'45" East, 77.28 feet;

Thence South 80° 05'07" East, 145.49 feet;

Thence South 55° 15'32" East, 86.34 feet;

Thence South 46° 56'31" East, 113.98 feet;

Thence South 75° 43'10" East, 58.83 feet;

Thence South 37° 48'28" East, 27.37 feet to the intersection with the South line of the Southwest quarter of the Southwest quarter;

Thence leaving said creek centerline and along said South line South 88° 10'56" East, 116.80 feet to the true point of beginning.

PARCEL 3:

A portion of the Northeast quarter of the Northwest quarter and Government Lot 1 of Section 21, Township 57 North, Range 1 East, Boise Meridian, Bonner County, Idaho, described as follows:

Beginning at a point where the South line of the Northeast quarter of the Northwest quarter of Section 21, Township 57 North, Range 1 East of the Boise Meridian, Bonner County, Idaho, intersects the West line of the Northern Pacific Railroad Company right of way;



Transnation Title Insurance Company

thence 600 feet Northerly along said railroad right of way;

thence West to the meander line of lake;

thence 600 feet Southerly to the South line of Lot 1 of said Section 21;

thence East to the Point of Beginning.

SAID parcel is now described as follows:

A tract of land situated in the Northeast quarter of the Northwest quarter and Government Lot 1 of Section 21, Township 57 North, Range 1 East of the Boise Meridian, Bonner County, Idaho, more particularly described as follows:

Beginning at the intersection of the South line of the Northeast quarter of the Northwest quarter of Section 21 and the Westerly right of way of Montana Rail Link Railroad which is South 88° 55'48" East, 139.54 feet from the Southwest corner of said Northeast quarter of the Northwest quarter;

Thence leaving said South line and along said right of way the following two (2) courses:

On a non-tangential curve to the left having a central angle of 10° 44'25" (radial bearing = South 65° 01'49" West) a radius of 2664.79 feet, for an arc length of 499.53 feet (chord = North 30° 20'24" West, 498.80 feet);

Thence North 25° 10'12" West, 100.47 feet;

Thence leaving said right of way and parallel to the South line of Government Lot 1, North 88° 55'48" West, 936.05 feet to the meander line of Lake Pend Oreille as defined in the original GLO Survey;

Thence along said meander line the following two (2) courses:

South 14° 25'48" East, 271.54 feet;

Thence South 46° 40'48" East, 378.00 feet to the intersection with the South line of Government Lot 1;

Thence along said South line South line South 88° 55'48" East, 748.52 feet to the Southeast corner of Government Lot 1;

Thence along the South line of the Northeast quarter of the Northwest quarter, South 88° 55'48" East, 139.54 feet to the true point of beginning.

EXHIBIT C

Loan No. P0099

NOTE SECURED BY MORTGAGE

\$21,200,000.00

March 6, 2007

In installments as herein stated, for value received, the undersigned, jointly and severally, promise to pay to **R.E. LOANS, LLC**, a California limited liability company, or order ("Lender"), at 201 Lafayette Circle, 2nd Floor, Lafayette CA 94549, or such other place as may be designated by Lender in writing, the principal sum of **TWENTY ONE MILLION TWO HUNDRED THOUSAND DOLLARS AND NO/100 CENTS (\$21,200,000.00)**, plus interest on the unpaid principal balance outstanding from time to time. On the first day of each calendar month during the term of this Note, the undersigned shall pay Lender a **MONTHLY INSTALLMENT** payment of interest equal to the interest which accrued during the preceding calendar month on the principal balance of this Note outstanding during such preceding calendar month. On the **MATURITY DATE** all unpaid principal and any accrued interest or other charges shall be due and payable in full.

The interest rate to be charged by Lender for the term of this Note shall be **TWELVE** per cent (12%) per annum, predicated upon a 360 day year.

This Note is for a term of twenty-four (24) full calendar months (plus the first partial month, if any) following the date of recordation of the deed of trust or mortgage securing this Note. The "**MATURITY DATE**" of this Note is the last day of the term.

The "**MONTHLY INSTALLMENT**" payment for the term of this Note shall be an amount equal to interest only on the funded and outstanding principal balance of this Note from time to time.

LOAN FEE: The undersigned agrees to pay to **BAR K, INC.** a fee of \$73,950.00 at the time this loan originally funds, plus potentially an additional fee of \$741,050.00 in accordance with the provisions of the Loan Agreement between the parties. This \$73,950.00 fee shall be deducted from the proceeds of the loan at the time of funding by Lender, and paid by Lender directly to **BAR K, INC.** These fees will not be credited as payments towards principal, interest, or other amounts due under this Note.

BALLOON PAYMENT: This Note is payable in full on the **MATURITY DATE**. The payments required under this Note are not sufficient in amount to reduce the principal to zero on the **MATURITY DATE**, therefore, on the **MATURITY DATE** there will be a balloon payment equal to the unpaid principal plus all accrued and unpaid interest and other charges. **THE UNDERSIGNED ACKNOWLEDGES AND AGREES THAT LENDER IS NOT OBLIGATED TO REFINANCE THE LOAN EVIDENCED BY THIS NOTE.**

PREPAYMENT: This Note may be prepaid in whole or in part at any time and from time to time without premium or penalty.

LATE CHARGE: If any sum, except a balloon payment, due hereunder is delinquent more than 10 days, the undersigned shall pay a late charge on each such sum of 10% of the delinquent amount. If

any balloon payment (defined as a payment which is more than double the regular MONTHLY INSTALLMENT) is delinquent more than 10 days, then for each month that the balloon payment remains unpaid the undersigned shall pay a monthly late charge equal to the late charge which could be assessed on the largest regular MONTHLY INSTALLMENT due under this Note. All late charges are to be paid immediately upon demand.

UNPAID CHECKS: If any check given to Lender is returned by the bank unpaid, the undersigned shall pay an unpaid check charge of \$25.00. This amount is in addition to any late charge or default interest which may be applicable. If, during the term of this Note, two or more checks are returned by the bank unpaid, at any time thereafter Lender can require that all future payments be by cashier's check.

DUE ON SALE OR ENCUMBRANCE: This Note is secured by a **MORTGAGE ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FIXTURE FILING** which contains the following provision, the terms of which are incorporated herein by this reference: "Mortgagor shall not transfer the Property without the prior written consent of Mortgagee, which consent may be withheld in Mortgagee's sole discretion. Consent to one transfer shall not be deemed to be a waiver of the right to require consent to other transfers. Except for a transfer resulting in a partial reconveyance of this Mortgage if the Note, any Loan Agreement between Mortgagor and Mortgagee, or this Mortgage has a partial release clause, if Mortgagor transfers the Property or any portion thereof, or any interest therein, without first obtaining the written consent of Mortgagee, all indebtedness secured by this Mortgage shall, at the option of Mortgagee and without notice or demand, become immediately due and payable. As used herein, transfer includes, but is not limited to, the sale, option to sell, contract to sell, convey, encumber, mortgage (including encumber by a mortgage), pledge, hypothecate, or lease with option to purchase of the Property, or any portion thereof, or any interest therein, whether voluntary, involuntary, by operation of law, or otherwise, or the transfer of more than a 50% interest of Mortgagor if Mortgagor is anything other than a natural person."

APPLICATION OF PAYMENT; COSTS OF COLLECTION: Each payment and each prepayment (if any) on this Note shall be credited first to interest or other charges then due and payable to Lender and the remainder to principal, and interest shall thereupon cease upon the principal so credited. All costs, expenses, advances and/or attorney's fees incurred by Lender relating to this Note or the deed of trust, mortgage, or security agreement securing this Note shall be immediately owed by the undersigned to Lender. All such advances, expenses, and/or attorney's fees (which attorney's fees are related to the enforcement or collection, but not the preparation or negotiation, of this Note) shall accrue interest at the rate stated in this Note from the date incurred until paid. If any amounts which are payable under this Note are not paid when due, the undersigned promises to pay, in addition to the principal and interest due under this Note, all costs of collection and any reasonable attorney's fees incurred by the Lender, whether or not suit is filed or foreclosure is commenced.

MISCELLANEOUS: A failure of the undersigned to fulfill any of the obligations contained in this Note, the deed of trust, mortgage, or security agreement securing this Note, any loan agreement between the parties, or any other agreement between the parties, shall also be deemed a default under

the provisions of this Note. Upon default under the provisions of this Note, Lender may declare the outstanding principal amount of this Note and the interest accrued thereon, and all other sums secured by the deed of trust, mortgage, or security agreement to be due and payable immediately, and upon such declaration such principal and interest and other sums shall immediately become and be due and payable without demand or notice. Principal and interest is payable in lawful money of the United States of America. As an inducement to cause Lender to make this loan, the undersigned represents that the undersigned has the financial ability to make the payments stated herein. The undersigned consents to all renewals, replacements, and extensions of time for payment hereof and waives notice, demand, protest and any applicable statute of limitations. Liability under this Note and any deed of trust, mortgage, or security agreement relating to this Note shall be joint and several. This Note shall inure to the benefit of and be binding on the parties hereto and their respective heirs, personal representatives, successors, and assigns. This Note shall be governed by and construed in accordance with the laws of the state in which the real property encumbered by the deed of trust or mortgage securing this Note is located (without regard to any conflict of laws or principles) and the applicable laws of the United States of America.

COMPOUNDING: Any interest or other charge which becomes due under this Note or the deed of trust, mortgage, or security agreement securing this Note which remains due for more than one month shall accrue interest as of the date the interest or other charge was otherwise due at the same rate and upon the same terms as the principal under this Note.

RECOURSE OTHER THAN SECURITY: This Note shall be non-recourse against the undersigned, meaning that Lender shall not seek to obtain a deficiency judgment against the undersigned in the event that the proceeds resulting from the foreclosure of any deed of trust, mortgage, or security agreement relating to this Note are inadequate to pay off this Note and all related indebtedness of the undersigned to Lender. Notwithstanding the generality of the foregoing, the undersigned shall be fully liable to Lender for waste, or damages suffered by Lender as a result of fraud by the undersigned in connection with the delivery of this Note, or fraud in the performance of the undersigned's obligations under this Note or any deed of trust, mortgage, or security agreement relating to this Note. Nothing contained herein shall prejudice the right of Lender to foreclose any deed of trust, mortgage, or security agreement relating to this Note or to recover (a) any rents, issues, or profits under the provisions of any deed of trust, mortgage, or security agreement relating to this Note, (b) any tenant security deposits, advance or prepaid rents or other similar sums paid to or held by the undersigned or any other person, (c) any insurance proceeds or awards resulting from condemnation or the exercise of the power of eminent domain, and (d) any attorney's fees or court costs incurred by Lender. Nothing contained herein shall in any manner or way constitute or be deemed to be a release or impairment of the indebtedness evidenced by this Note or otherwise affect or impair the enforceability of this Note or the deed of trust, mortgage, or security agreement relating to this Note.

DEFAULT INTEREST RATE: If this Note or the deed of trust, mortgage, or security agreement securing this Note is in default for more than one month, then the interest rate on this Note during the period of such default shall be automatically increased, effective as of the date of default and continuing until the default is cured, to an amount equal to the interest rate stated on

the first page of this Note plus five percent (5%).

SECURITY: This Note is secured by one or more deeds of trust, mortgages, or security agreements of even date.

THE UNDERSIGNED ACKNOWLEDGE(S) AND UNCONDITIONALLY AGREE(S) THAT THE WRITTEN AGREEMENTS AND DOCUMENTS PREPARED BY LENDER AND EXECUTED BY BORROWER(S) AND LENDER REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES. THE WRITTEN LOAN DOCUMENTS MAY NOT BE CONTRADICTED BY ANY PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN OR ORAL AGREEMENTS BETWEEN THE PARTIES, NOR CAN ANY UNWRITTEN OR ORAL AGREEMENTS BE MADE IN THE FUTURE.

Pend Oreille Bonner Development, LLC, a

Nevada limited liability company

BY: Pend Oreille Bonner Development Holdings, Inc.

By: 

Charles W. Reeves

Its: President

EXHIBIT D

WHEN RECORDED MAIL TO
BAR K, INC.
201 LAFAYETTE CIRCLE
2nd FLOOR
LAFAYETTE CA 94549

724829

SANDPOINT TITLE INSURANCE

FILED BY

2007 MAR 15 P 4: 30

MARIE SCOTT
BONNER COUNTY RECORDER

DEPUTY

724834

Loan No. P0099

49214 NA

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MORTGAGE

Assignment of Rents, Security Agreement, and Fixture Filing

This "Mortgage" is dated as of March 6, 2007.

The "Mortgagor" under this Mortgage is Pend Oreille Bonner Development, LLC, a Nevada limited liability company.

The Mortgagor's address for notice is 6900 South McLarran Blvd, Suite 1010, Reno, Nevada 89509.

The "Mortgagee" under this Mortgage is R.E. LOANS, LLC, a California limited liability company.

Mortgagor has contracted to borrow from Mortgagee the principal sum of Twenty One Million Two Hundred Thousand Dollars (\$21,200,000) and is indebted to Mortgagee for so much of said loan as Mortgagee shall disburse to Mortgagor from time to time. This debt is evidenced by a NOTE SECURED BY MORTGAGE of even date herewith, with a maturity date on the date that that is the last day of the twenty-fourth (24th) full calendar month (plus the first partial month, if any) following the date of recordation of this Mortgage (the "Maturity Date").

This Mortgage is intended also as a fixture, minerals, and timber filing and is to be indexed as such in the real estate records.

SANDPOINT TITLE INSURANCE

FILED BY

2007 MAR 15 P 4: 36
MARIE SCOTT
BONNER COUNTY RECORDER
DEPUTY

This Mortgage is dated as the day and year first set forth on page 1 hereof by Mortgagor to Mortgagee, and it shall be effective and binding upon recordation.

WITNESSETH:

Mortgagor has executed a Note Secured by Mortgage ("Note") of even date herewith in favor of Mortgagee. The principal amount under the Note is Twenty One Million Two Hundred Thousand Dollars (\$21,200,000.00). The advancement of the principal amount by Mortgagee to Mortgagor is herein referred to as the "Loan." Interest on the principal accrues at the rate of twelve percent (12%) per annum, with all principal and accrued and unpaid interest being due in full on the Maturity Date.

In consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor, acknowledging the benefits to them of the Loan, hereby irrevocably GRANTS, BARGAINS, SELLS and CONVEYS unto Mortgagee and Mortgagee's respective heirs and assigns, with right of entry and possession, all of Mortgagor's present and hereafter acquired estate, right, title and interest in, to and under all real and personal property of Mortgagor located in Bonner County, Idaho now owned or hereinafter acquired, including, without limitation, that property more specifically identified in **EXHIBIT A** of this Mortgage (the "Premises").

Mortgagor further grants and assigns unto Mortgagee, and Mortgagee's respective heirs and assigns, a first lien and security interest in and to the all of Mortgagor's rights, title, and interest in the Premises and property and property rights appurtenant to, located on, existing in conjunction with the Premises (the "Mortgaged Property") including:

A. All and singular the easements, rights-of-way, water rights or every kind and nature (including but not limited to claims, decrees, applications, permits, licenses, storage rights, ditches and ditch rights, riparian and littoral rights), rights to timber to be cut, minerals and mineral rights, rights of use or occupancy, privileges, franchises, tenements, appendages, hereditaments and appurtenances and all other rights thereunto belonging or in any way appertaining, and all of the estate, right, title, interest, claim and demand whatsoever of Mortgagor therein or thereto, either at law or in equity, in possession or in expectancy, now or hereafter acquired, and

B. All fixtures, structures, buildings and improvements of every kind and description now or at any time hereafter located on the Premises (hereinafter referred to as the "Improvements"), including but not limited to all fences, sheds, barns, out buildings, corrals and animal chutes, fixed irrigation equipment and pumps, wells, and any additions to, substitutions for, changes in or replacements of the whole or any part thereof, now or at any time hereafter affixed to, attached to, placed upon or used in any way in connection with the use, enjoyment, occupancy or operation of the Premises or any portion thereof; and

C. All right, title and interest of Mortgagor in and to all streets, railways, roads, and public places, opened or proposed, and all easements and rights-of-way, public or private, tenements, hereditaments, rights and appurtenances, now or hereafter used in connection with, belonging or appertaining to, the Premises; and

D. All of the royalties, issues, profits, revenue, income and other benefits of the Premises, or arising from the use or enjoyment of all or any portion thereof or from any lease or agreement pertaining thereto (collectively the "Profits"), and all right, title and interest of Mortgagor in and to all leases ("Leases") of the Premises now or hereafter entered into with all right, title and interest of Mortgagor thereunder; subject to, however, the provisions contained in Section 1.9 hereof;

E. All plans, specifications, drawings, engineering or similar studies or calculations, tests, surveys, designs, or related materials pertaining to the Premises;

F. All entitlements, permits, approvals, pending applications, rights to utilize or hook up to utilities, or agreements relating to the use or development of the Premises;

G. All agreements (including agreements relating to washers, dryers, and vending machines), contracts, escrows, escrow deposits, and other arrangements, now or hereafter entered into, respecting or pertaining to the use, occupation, construction, management or operation of the Premises;

H. All tradenames, trademarks, service marks, logos, copyrights, goodwill, books, and records and all other general intangibles relating to or used in connection with the operation of the Premises;

I. All accounts, accounts receivable, books, records, documents, instruments, chattel paper, claims, warranties, general intangibles, deposit accounts, actions, claims, suits, judgments, proofs of claim in bankruptcy, and causes of action which now or hereafter relate to, are derived from, or are used in connection with the Premises or any personalty related to the Premises;

J. All proceeds (including claims and demands therefor) of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards; and

K. All unsold memberships in any golf, ski, boating, hunting, or other similar organization servicing the owners, occupants, guests, or invitees at the Premises.

TO HAVE AND TO HOLD the Mortgaged Property for the purposes and uses herein expressed and FOR THE PURPOSE OF SECURING, in such order of priority as Mortgagee may elect:

1. Payment of the aggregate of the unpaid principal balance of the Note, all interest accrued and accruing thereon, and all other charges under the Note and any and all modifications, extensions or renewals thereof.

2. Due, prompt, and complete observance, performance, and discharge of all obligations of the Mortgagor under this Mortgage and any and all modifications, extensions or renewals of this Mortgage.

3. Due, prompt, and complete observance, performance, and discharge of all obligations of the Mortgagor under any other Mortgage, Security Agreement, Fixture Filing, Loan Agreement, or other instrument given to further secure or evidence the indebtedness under the Note, and any and all modifications, extensions or renewals thereof (the "Other Mortgages").

The foregoing obligations are referred to herein as the "Secured Obligations."

ARTICLE 1.

COVENANTS OF MORTGAGOR

Mortgagor covenants, warrants and agrees to and with Mortgagee as follows:

1.1 Mortgagor will pay the principal and all other sums becoming due with respect to the Note at the time and place and in the manner specified in the Note, according to the terms thereof.

1.2 Mortgagor has good and marketable title to the Mortgaged Property subject to no lien, charge or encumbrance except for the lien of this Mortgage and those exceptions set forth in the commitments for title insurance and policies of title insurance provided for herein; this Mortgage is and will remain a valid and enforceable first lien on the Mortgaged Property. Mortgagor has lawful authority to grant, assign, transfer and mortgage its interest in the Mortgaged Property in the manner and form hereby done or intended. Mortgagor will preserve its interest in and title to the Mortgaged Property and will forever warrant and defend the same to Mortgagee and will forever warrant and defend the validity and priority of the lien hereof against the claims of all persons and parties whomsoever, unless Mortgagor provides prior written consent to subordination of its priority. Mortgagor shall promptly and completely observe, perform and discharge each and every obligation, covenant and agreement affecting the Mortgaged Property whether the same is prior and superior or subject and subordinate thereto.

1.3

(a) Mortgagor will, at its own cost and without expense to Mortgagee, do, execute, acknowledge and deliver all and every such further acts, deeds, transfers and assurances as Mortgagee shall from time to time reasonably require for the better assuring, conveying, assigning, transferring and confirming unto Mortgagee the property and rights hereby conveyed or assigned or intended now or hereafter so to be, or which Mortgagor may be or may hereafter become bound to convey or assign to Mortgagee, or for carrying out the intention or facilitating the performance of the terms of this Mortgage, or for filing, registering or recording this Mortgage and, on demand, Mortgagor will execute and deliver, and after the occurrence and during the continuance of an Event of Default hereby authorizes Mortgagee to execute to the extent Mortgagor may lawfully do so, one or more financing statements or comparable security instruments to evidence more effectively the lien hereof upon the Mortgaged Property.

(b) Mortgagor will pay all filing, registration and recording fees, and all expenses incident to the execution and acknowledgement of this Mortgage, any modification or addition supplemental hereto, any security instrument with respect to the Mortgaged Property, and any instrument of further assurance, and all federal, state, county and municipal stamp taxes and other taxes, duties, imposts, assessments and

governmental charges arising out of or in connection with the execution and delivery of the Note, this Mortgage, any supplements hereto, any security instrument with respect to the Mortgaged Property or any instrument of further assurance.

1.4 Mortgagor will maintain insurance with responsible and reputable insurers in such amounts and covering such risks as are reasonably requested by Mortgagee to protect the interests of Mortgagee in the Mortgaged Property, and in the case of liability insurance shall name the Mortgagee as additional insureds, and with respect to the Mortgaged Property such insurance shall name the Mortgagee as loss payees and additional insureds. The Mortgagor will furnish the Mortgagee with certificates or other evidence of all insurance covering the Mortgaged Property. All insurance policies shall provide that they shall not, with respect to the Mortgagor or Mortgaged Property, be terminated or cancelled, nor shall, with respect to the Mortgagor or Mortgaged Property, the coverages or amounts thereunder or thereof be reduced, without at least thirty (30) days' prior written notice to Mortgagee and shall protect the Mortgagee from any breach of warranty by Mortgagor in connection therewith. Receipt of notice of termination or cancellation of any such insurance policies or reduction of coverages or amounts thereunder, with respect to the Mortgagor or Mortgaged Property, without receipt prior to the termination, cancellation or reduction date of evidence of renewals or replacements of such policies or of increase of such coverages or amounts, as the case may be, shall entitle the Mortgagee to renew any such policies, cause the coverages and amounts thereof to be maintained at levels satisfactory to Mortgagee or otherwise to obtain similar insurance in place of such policies, in each case at the expense of the Mortgagor. Mortgagor will promptly notify Mortgagee in writing after any loss or damage to the Mortgaged Property, including but not limited to any loss or damage covered by any insurance.

1.5 Mortgagor, upon obtaining knowledge of the pendency or institution of any proceedings for the condemnation of the Premises or any portion thereof or knowledge of any casualty damage to the Mortgaged Property or damage of any kind, will promptly notify Mortgagee in writing thereof. Mortgagee may participate in any proceedings and join Mortgagor in adjusting any loss covered by insurance. All compensation, awards, proceeds, damages, claims, rights of action, and payments to which Mortgagor may become entitled ("Awards") shall be paid over to Mortgagee to the extent that the amount thereof does not exceed the Secured Obligations. Notwithstanding the foregoing, any Award that does not exceed \$10,000.00 shall be paid over to Mortgagor, provided that Mortgagor shall promptly repair any damage to Improvements occasioned by any condemnation or casualty that gave rise to such Award. Mortgagee shall have the sole and absolute discretion, notwithstanding the fact that the security given hereby may not be impaired by a partial condemnation, to apply any part or all of the Award collected by it in connection with any condemnation proceeding (i) upon any indebtedness secured hereby and in such order as Mortgagee may determine, or (ii) without reducing the indebtedness secured hereby, to the reimbursement of Mortgagee for expenses incurred by them in the restoration of the Mortgaged Property. Such application shall not cure or waive any default or notice of default hereunder or

invalidate any act done pursuant to such notice. Mortgagor shall not be required to repair any damage to Improvements occasioned by any condemnation or casualty if the Award with respect thereto is collected by Mortgagee and is not applied by Mortgagee to reimburse Mortgagor for its expenses in conjunction with such condemnation or casualty.

1.6

(a) Mortgagor shall promptly pay and discharge all taxes, assessments and other governmental charges on the Mortgaged Property prior to the date on which substantial penalties are attached thereto, or establish adequate reserves for the payment of such taxes, assessments and other governmental charges, and make all required withholding and other tax deposits, except to the extent that such taxes, assessments or other governmental charges or levies are being actively contested in good faith by appropriate proceedings and are adequately reserved against.

(b) Mortgagor will pay, from time to time when the same shall become due, all lawful claims and demands which, if unpaid, might result in or permit the creation of a lien on the Mortgaged Property or any part thereof, or on the revenues, issues, income and profits arising therefrom, and in general will do or cause to be done everything necessary so that the lien hereof and its priority shall be fully preserved and so that the Mortgaged Property shall remain unencumbered at the sole cost of Mortgagor, without expense to Mortgagee. Provided, however, that Mortgagor may, at Mortgagor's sole expense, dispute any such claim or lien is a good faith basis for dispute exists, provided that Mortgagor shall obtain a bond sufficient to release any such lien prior to the foreclosure of any such lien.

1.7 All right, title and interest of Mortgagor in and to all extensions, improvements, betterments, renewals, substitutes and replacements of and all additions and appurtenances to the Mortgaged Property hereafter acquired by or released to Mortgagor or constructed, assembled or placed by Mortgagor on the Premises, and all conversions of the security constituted thereby, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each such case, without any further mortgage, conveyance, assignment or other act by Mortgagor, shall become subject to the lien of this Mortgage as fully and completely and with the same effect as though now owned by Mortgagor and specifically described in the granting clause hereof, and at any and all times Mortgagor will execute and deliver to Mortgagee any and all such further assurances, mortgages, conveyances or assignments thereof as Mortgagee may reasonably require for the purpose of expressly and specifically subjecting the same to the lien of this Mortgage.

1.8 This Mortgage shall constitute a security agreement with respect to any part of the Mortgaged Property that is "fixtures" and any other part of the Mortgaged Property that constitutes tangible or intangible personal property (including, without limitation, all proceeds and products of the Premises) and Mortgagor hereby grants to Mortgagee a first priority security interest in said collateral. Mortgagor hereby

authorizes Mortgagee to file with the appropriate filing officer or office at Mortgagor's sole cost and expense such security agreements, financing statements or other instruments as Mortgagee may reasonably request or require in order to impose or perfect the lien or security interest created hereby more specifically thereon. In the event of a default under this Mortgage or the Other Mortgages, Mortgagee shall be entitled to foreclose its security in said collateral in the manner provided by law.

1.9 Mortgagor will not execute any lease of all or part of the Mortgaged Property without Mortgagee's prior written consent, which consent shall be given or withheld in Mortgagee's sole and absolute discretion, and will at all times promptly and faithfully perform or cause to be performed, all of the covenants, conditions and agreements contained in all leases of the Mortgaged Property now or hereafter existing on the part of the lessor thereunder to be kept and performed.

1.10 Without the prior written consent of Mortgagee being first had and obtained, which consent shall be granted or withheld in Mortgagee's sole and absolute discretion, Mortgagor will not execute or deliver any pledge, security agreement, mortgage or deed of trust or similar security instrument covering all or any portion of the Mortgaged Property or any interest therein ("Subordinate Mortgage").

1.11 Mortgagor will not commit any waste on the Premises. Mortgagor will not materially change the use of the Mortgaged Property. Mortgagor will not make any application to any federal, state or local governmental authority ("Governmental Authority") for a change in zoning or a change in any other similar law, ordinance, statute, rule, order, decree, directive or regulation ("Laws") affecting the Mortgaged Property nor will Mortgagor consent to any such change without the prior written consent of Mortgagee, which consent shall be granted or withheld in the sole discretion of Mortgagee, except for or with respect to any change which would not have a material adverse effect on the business, properties, assets, operations or condition, financial or otherwise, of Mortgagor, or otherwise on the ability of Mortgagor to carry out its obligations under the Note and this Mortgage, or a change which is required for the development of the Property. Mortgagor will at all times comply in all material respects with all Laws of any Governmental Authority having or exercising jurisdiction over the Premises or otherwise affecting the Mortgaged Property or any portion thereof, will maintain and keep the Improvements and Mortgaged Property in good operating order and condition, and will promptly make, from time to time, all repairs, renewals, replacements, additions and improvements in connection therewith which are needful or desirable to that end.

1.12 Mortgagor will, at any reasonable time and from time to time, upon notice to the Mortgagee, permit the Mortgagee or its representatives to inspect the Mortgaged Property.

1.13 Mortgagee shall be subrogated, notwithstanding their release of record, to any liens, superior titles, mortgages, deeds of trust, liens, encumbrances, rights, equities and charges of all kinds heretofore or hereafter existing on the Mortgaged Property to the extent that the same are paid or discharged by Mortgagee or from the proceeds of the loan evidenced by the Note.

1.14 Without affecting the liability of Mortgagor or of any other person who is or shall become bound by the terms of this Mortgage or who is or shall become liable for the performance of any obligation secured hereby, Mortgagee may, in such manner, upon such terms and at such times as they deem best and without notice or demand, release any party now or hereafter liable for the performance of any such obligation, extend the time for such performance, accept additional security therefor, and alter, substitute or release any property securing such performance. No exercise or non-exercise by Mortgagee of any of its rights under this Mortgage, no dealing by Mortgagee with any person, firm or corporation and no change, impairment, loss or suspension of any right or remedy of Mortgagee shall in any way affect any of the obligations of Mortgagor hereunder or any security furnished by Mortgagor, or give either Mortgagor any recourse against Mortgagee.

1.15 Except for a sale resulting in a partial reconveyance in accordance with the provisions of the Loan Agreement between Mortgagor and Mortgagee, Mortgagor shall not sell, assign, transfer or encumber in any way Mortgagor's interest or any portion thereof in the Mortgaged Property, without the prior written consent of Mortgagee.

1.16 Mortgagor will not cause, permit or suffer any default or Event of Default under the Note, this Mortgage or the Other Mortgages or any other document or instrument securing or pertaining to the Note.

1.17 Mortgagor will comply with all applicable Environmental Laws, except to the extent that any noncompliance would not have a material adverse effect on the business, properties, assets, operations or condition, financial or otherwise, of the Mortgagor, or otherwise on the ability of Mortgagor to carry out its obligations under the Note; and Mortgagor will provide to Mortgagee, promptly upon receipt, copies of any correspondence, notice, pleading, citation, indictment, complaint, order, decree or other document from any source asserting or alleging a circumstance or condition which requires or is reasonably likely to require a financial contribution by the Mortgagor under any Environmental Laws or which seeks damages or civil, criminal or punitive penalties from the Mortgagor for an alleged violation of any Environmental Laws. In the event of any such circumstance, the Mortgagor agrees to permit the Mortgagee or any independent agent selected by the Mortgagee to conduct an environmental assessment at the Mortgagor's expense but in such a manner so as not to unreasonably interfere with the business operations of the Mortgagor. This provision shall not relieve the Mortgagor from conducting its own environmental investigations or taking any other steps necessary to comply with any Environmental Laws.

1.18 Mortgagor will comply with the requirements of all applicable laws, rules, regulations and orders of any governmental authority, except when the failure to so comply would not have a material adverse effect on the business, properties, assets, operations or condition, financial or otherwise, of the Mortgagor or either of them, or otherwise on the ability of the Mortgagor to carry out their obligations under the Note.

1.19 If Mortgagor's interest in the Mortgaged Property, or any portion thereof, is that of a lessee, then Mortgagor shall: (i) pay prior to delinquency all rent and other charges that fall due under the provisions of such lease; (ii) fully, faithfully, and punctually observe and perform all other terms, covenants, agreements, and conditions required of it under the terms of such lease; (iii) promptly notify Mortgagee, in writing, of the default by Mortgagor or the lessor under any provisions of such lease, or of the occurrence of any event which, with notice or the passage of time, would constitute a default under such lease; (iv) promptly cause any notice which it receives from the lessor under such lease to be delivered to Mortgagee; (v) if any indebtedness secured by this Deed of Trust remains unpaid at a time when notice may or must be given by Mortgagor of the exercise of any right or option to extend the term of such lease, then Mortgagor shall promptly give notice of the exercise of such right or option in accordance with the provisions of such lease; (vi) promptly notify the lessor under such lease of the existence and execution of this Mortgage and the name and address of Mortgagee; and (vii) not terminate (including a termination or rejection as a part of any bankruptcy or similar proceeding), cancel, surrender, modify, change, alter, or amend such lease, either orally or in writing, without the written consent of Mortgagee. Without imposing any obligation upon Mortgagee to do so, Mortgagor hereby appoints Mortgagee as Mortgagor's attorney in fact to perform any or all of the foregoing acts to the extent necessary to preserve and protect Mortgagor and/or Mortgagee's interest in said leasehold estate.

1.20 Except for a sale resulting in a partial reconveyance in accordance with the provisions of the Loan Agreement between Mortgagor and Mortgagee, Mortgagor shall not transfer the Property without the prior written consent of Mortgagee, which consent may be withheld in Mortgagee's sole discretion. Consent to one transfer shall not be deemed to be a waiver of the right to require consent to other transfers. Except for a transfer resulting in a partial reconveyance of this Mortgage if the Note, any Loan Agreement between Mortgagor and Mortgagee, or this Mortgage has a partial release clause, if Mortgagor transfers the Property or any portion thereof, or any interest therein, without first obtaining the written consent of Mortgagee, all indebtedness secured by this Mortgage shall, at the option of Mortgagee and without notice or demand, become immediately due and payable. As used herein, transfer includes, but is not limited to, the sale, option to sell, contract to sell, convey, encumber, mortgage (including encumber by a mortgage), pledge, hypothecate, or lease with option to purchase of the Property, or any portion thereof, or any interest therein, whether voluntary, involuntary, by operation of law, or otherwise, or the transfer of more than a 50% interest of Mortgagor if Mortgagor is anything other than a natural person.

ARTICLE 2.

EVENTS OF DEFAULT

Each of the following shall constitute an event of default ("Event of Default") hereunder:

2.1 The Mortgagor shall fail to pay interest or the principal amount of the Note when due, or any fee or other amount payable under the Note, hereunder or under either of the Other Mortgages, on the due date thereof.

2.2 Any representation or warranty by the Mortgagor shall prove to have been incorrect when made in any material respect.

2.3 The Mortgagor shall fail to perform or observe any non-payment term, covenant or agreement contained in this Mortgage, the Note, or any Other Mortgages, on their part to be performed or observed, which failure has not been cured by the Mortgagor within any applicable cure period as may be provided for.

2.4 The sale, assignment, lease or other disposition of all or substantially all of the Mortgaged Property, or the property encumbered by either of the Other Mortgages, other than in compliance with this Mortgage or the Other Mortgages.

2.5 The occurrence of any other event of default as defined in the Note or the Other Mortgages.

ARTICLE 3.

REMEDIES

Upon the occurrence and during the continuance of any Event of Default, Mortgagee, and either and both of them, shall have the following rights and remedies:

3.1 Mortgagee may declare the entire principal of the Note then outstanding to be due and payable immediately, and, notwithstanding the stated maturity in the Note or any other term or provision of the Note or this Mortgage to the contrary, the outstanding principal amount of the Note shall become and be immediately due and payable.

3.2 If Mortgagee shall have exercised the option provided in Section 3.1 above, Mortgagee in person or by agent may, without any obligation so to do and without notice or demand upon Mortgagor and without releasing Mortgagor from any obligation hereunder (i) make any payment or do any act which Mortgagor has failed to make or do; (ii) enter upon, take possession of, manage and operate the Mortgaged Property or any part thereof; (iii) make or enforce, or, if the same be subject to modification or cancellation, modify or cancel any leases of the Mortgaged Property or any part thereof upon such terms or conditions as Mortgagee deem proper; and (iv) obtain and evict

tenants, and fix or modify rents, make repairs and alterations and do any acts which Mortgagee deem proper to protect the security hereof. The entering upon and taking possession of the Mortgaged Property, the collection of any rents, royalties, issues, profits, revenue, income or other benefits and the application thereof as aforesaid shall not cure or waive any default theretofore or thereafter occurring or affect any notice of default hereunder or invalidate any act done pursuant to any such notice, and, notwithstanding continuance in possession of the Mortgaged Property, or any part thereof, by Mortgagor, Mortgagee or a receiver, and the collection, receipt and application of rents, royalties, issues, profits, revenue, income or other benefits, Mortgagee shall be entitled to exercise every right provided for in this Mortgage or by law upon or after the occurrence and during the continuance of an Event of Default. Any of the actions referred to in this Section may be taken by Mortgagee, or either of them, in person or by agent, with or without bringing any action or proceeding, or by receiver appointed by a court, and any such action may also be taken without regard to the adequacy of the security for the indebtedness hereby secured. Further, Mortgagee, at the expense of Mortgagor, may from time to time maintain and restore the Mortgaged Property or any part thereof as Mortgagee may reasonably deem desirable and may insure the same.

3.3 If Mortgagee shall have exercised the option provided in Section 3.1 above, Mortgagee shall be entitled, without notice and to the full extent provided by law, to the appointment by a court having jurisdiction of a receiver to take possession of and protect the Mortgaged Property or any part thereof, and operate the same and collect the rents and profits.

3.4 If Mortgagee shall have exercised the option provided in Section 3.1 above, Mortgagee may bring an action in any court of competent jurisdiction to foreclose this Mortgage or to enforce any of the covenants and agreements hereof. By virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, shall operate to divest all of the estate, right, title, interest, claim and demand whatsoever, whether at law or in equity, of Mortgagor in and to the properties and rights so sold, subject to any rights of redemption provided by law, and shall be a perpetual bar, both at law and in equity, against Mortgagor and any and all persons claiming or who may claim the same or any part thereof from, through or under Mortgagor subject to any rights of redemption provided by law.

3.5 Upon any sale or sales made under or by virtue of this Article 3, Mortgagee may bid for and acquire the Mortgaged Property or any part thereof and, in lieu of paying cash therefor, may make settlement for the purchase price by crediting upon the indebtedness or other sums secured by this Mortgage the net sales price after deducting therefrom the expenses of sale and the costs of the judicial proceedings, if any, with interest at the Default Rate (as defined in the Note) and any other sums which Mortgagee are authorized to deduct under this Mortgage.

3.6 Notwithstanding the appointment of any receiver, liquidator or trustee of Mortgagor, or of any of their property, or of the Mortgaged Property or any part thereof, if Mortgagee shall have exercised the option provided in Section 3.1 above, Mortgagee shall be entitled to retain possession and control of all property now or hereafter held under this Mortgage, including, but not limited to, the Profits.

3.7 No remedy herein conferred upon or reserved to Mortgagee is intended to be exclusive of any other remedy herein or by law provided, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission of Mortgagee in exercising any right or power accruing upon any Event of Default shall impair any right or power or shall be construed to be a waiver of any Event of Default or any acquiescence therein, and every power and remedy given by this Mortgage to Mortgagee may be exercised from time to time as often as may be deemed expedient.

3.8 Upon the occurrence of and during the continuance of any Event of Default, and if Mortgagee shall have exercised the option provided in Section 3.1 above, Mortgagor agree to, upon demand by Mortgagee, vacate and surrender possession of the Mortgaged Property to Mortgagee, or to a receiver, if any, and in default thereof may be evicted by any summary action or proceeding for the recovery of possession of leased premises for non-payment of rent, however designated.

3.9 In the event ownership of the Mortgaged Property or any portion thereof becomes vested in a person other than the Mortgagor herein named, Mortgagee may, without notice to the Mortgagor herein named, whether or not Mortgagee have given written consent to such change in ownership, deal with such successor or successors in interest with reference to this Mortgage and the indebtedness secured hereby, and in the same manner as with the Mortgagor herein named, without in any way vitiating, discharging or waiving Mortgagor' liability hereunder, for the indebtedness hereby secured or any Event of Default to the extent portion of ownership of the Mortgaged Property has become so vested.

3.10 In the event that there be a judicial sale hereunder and if at the time of such sale Mortgagor, or their heirs or assigns, be occupying the Premises and Improvements or any part thereof so sold, each and all shall immediately become the tenant of the purchaser at such sale which tenancy shall be a tenancy from day to day, terminable at the will of either tenant or landlord, at a rental per day based upon the value of the Premises and Improvements, such rental to be due daily to the purchaser. An action of unlawful detainer shall lie if the tenant holds over after a demand in writing for possession of said Premises and Improvements and this agreement and the trustee's deed shall constitute a lease and agreement under which any such tenant's possession arose and continued.

3.11 In the event of an Event of Default under any of the Note, this Mortgage or the Other Mortgages, Mortgagee may foreclose or exercise any right or remedy

provided hereunder. Upon Mortgagor's default under this Mortgage or any Other Mortgage, or upon any failure of Mortgagor to make payments or to satisfy his obligations under the Note, Mortgagee, at its election, may foreclose and exercise its rights and remedies under any one or more of this Mortgage and the Other Mortgages.

3.12 This Mortgage also constitutes a security agreement, on all of the terms and conditions set forth herein, to the extent that any of the Mortgaged Property is severable from the real property ("Collateral"). Mortgagee agrees that, as to the Collateral, Mortgagee shall have all of the rights and remedies of a secured party under the Uniform Commercial Code, as well as all other rights and remedies available at law or in equity. Mortgagee agrees to execute and deliver on demand, and irrevocably authorizes, constitutes, and appoints Mortgagee the attorney-in-fact of Mortgagor to execute, deliver, and/or file, any security agreements, financing statements, continuation statements, or other instruments that Mortgagee may require to impose, perfect, or continue the perfection of the lien or security interest created by this Mortgage. On the occurrence of any default under the provisions of the Note, this Mortgage, or any other agreement secured by this Mortgage, Mortgagee shall have the right to enforce any and all of the rights and/or remedies of a secured party under the Uniform Commercial Code including, without limitation: (i) the right to require Mortgagor to immediately assemble all or any portion of the Collateral and to make the same available to Mortgagee at any place designated by Mortgagee; (ii) the right to immediately take physical possession of all or any portion of the Collateral wherever it may be found, using all necessary lawful force to do so, and to exclude Mortgagor from such possession, and Mortgagor waives all claims to damages arising from or connected with any such taking or exclusion; (iii) the right to proceed with the foreclosure sale of all or any portion of the Collateral, from time to time, in any manner as may be permitted by Uniform Commercial Code, Idaho Code, Idaho Rules of Civil Procedure, or any other applicable statute, rule, or code; and, in Mortgagee's discretion, to operate all or any portion of the Collateral as a going concern pending the completion of any foreclosure sale; and (iv) the right to sell all or any portion of the Collateral at one or more public or private sales with or without having said Collateral at the place of sale, and upon such terms and in such manner as Mortgagee may determine, and Mortgagee is authorized to purchase the same at any such sale. Prior to any sale, Mortgagee may, at its option, repair or recondition all or any portion of the Collateral to such extent as Mortgagee may deem advisable and any sums expended therefore by Mortgagee shall be immediately repaid by Mortgagor. Expenses of retaking, holding, and preparing for sale, selling, or the like will be borne by Mortgagor and will include Mortgagee's and Mortgagee's attorney fees and legal expenses. Mortgagee will give Mortgagor at least ten (10) days' prior written notice of the time and place of any public sale or other disposition of the Collateral or of the time of or after which any private sale or any other intended disposition is to be made. If the notice is sent to Mortgagor in the manner provided for the mailing of notices in this Mortgage, it is deemed reasonable notice to Mortgagor.

3.13 This Mortgage constitutes a financing statement filed as a fixture filing, and it shall be recorded in the Official Records of the County Recorder of the county in

which the Mortgaged Property is located with respect to all fixtures included within the term "Mortgaged Property" as used in this Mortgage and with respect to any goods, Collateral, or other personal property that may now be or later become fixtures. The address of Mortgagee, from which information concerning this security interest may be obtained, is set forth in the upper left corner of page 1 of this Mortgage.

ARTICLE 4.

MISCELLANEOUS

4.1 In the event any one or more of the provisions contained in this Mortgage or in the Note shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Mortgage, but this Mortgage shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

4.2 If the lien of this Mortgage is invalid or unenforceable, or if the lien is invalid or unenforceable as to any part of the Mortgaged Property, the unsecured or partially secured portion of the Mortgagor's obligations shall be considered to have been completely paid prior to the payment of the remaining and secured portion of the obligations secured hereby, and all payments made on the Mortgagor's obligations, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion of the Mortgagor's obligations which are not secured or fully secured by the lien of this Mortgage.

4.3 The granting of consent by the Mortgagee to any transaction as required by the terms hereunder shall not be deemed a consent to past, future, or successive transactions.

4.4 Mortgagor shall pay or reimburse Mortgagee for all reasonable expenses incurred by Mortgagee before and after the date of this Mortgage with respect to any and all actions, matters or transactions arising out of or related to this Mortgage. Mortgagor acknowledges that from time to time the Mortgagor may receive statements for such expenses, including, without limitation, attorneys' fees and disbursements. Mortgagor shall pay such statements promptly upon receipt.

4.5 Mortgagor shall indemnify and hold harmless the Mortgagee from and against all claims, damages, losses and liabilities (including, without limitation, reasonable attorneys' fees and expenses) arising out of or based upon any matter related to the Mortgaged Property and the occupancy, ownership, maintenance or management of the Mortgaged Property by the Mortgagor. The Mortgagor further shall be personally and solely responsible for and shall indemnify and hold harmless the Mortgagee from and against any loss, damage, cost, expense or liability directly or indirectly arising out

of or attributable to the breach of any representation, warranty or covenant contained in this Mortgage or the Note relating to the Environmental Laws or the use, generation, storage, release, threatened release, discharge, disposal or presence of hazardous substances on, under or about any of the Mortgaged Property owned or leased by the Mortgagor, including without limitation (1) all consequential damages, (2) the costs of any required or necessary repair, cleanup or detoxification of the property and (3) all reasonable costs and expenses incurred by the Mortgagee or either of them in connection therewith, including but not limited to reasonable attorney's fees. The indemnifications in this paragraph are personal to the Mortgagor notwithstanding the general non-recourse nature of the Note and shall be in addition to any other liability that the Mortgagor may otherwise have to the Mortgagee and these indemnifications shall survive any foreclosure of this Mortgage and the satisfaction of the indebtedness secured hereby.

4.6 All written notices expressly provided hereunder to be given by Mortgagee to Mortgagor and all notices and demands of any kind or nature whatsoever which Mortgagor may be required or may desire to give or serve on Mortgagee shall be in writing and shall be served by personal delivery, telecopier, overnight courier or by registered or certified U.S. mail, return receipt requested, to the address set forth on the first page of this Mortgage. Any such notice or demand so served shall be deemed complete on the day of actual delivery if sent by personal delivery, telecopier, or overnight courier, or upon the date posted on the receipt if sent by certified mail. Changes in address may be made with written notice thereof to all other parties in accordance with the terms hereof.

4.7 All of the grants, obligations, covenants, agreements, terms, provisions and conditions herein shall run with the land and shall apply to, bind and inure to the benefit of the heirs and permitted assigns of Mortgagor and the heirs of Mortgagee, and the permitted endorsees, permitted transferees, successors and permitted assigns of Mortgagee.

4.8 This Mortgage may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

4.9 The prevailing party in any legal action brought by one party against the other and arising out of this Mortgage or the Note shall be entitled, in addition to any other rights and remedies he may have, to reimbursement for their expenses including court costs and reasonable attorney fees.

4.10 This Mortgage is to be construed and enforced according to the laws of the State of Idaho.

4.11 Upon satisfaction in full by Mortgagor of all of their obligations under the Note and this Mortgage, Mortgagee shall cause this Mortgage to be released of record.

THE UNDERSIGNED ACKNOWLEDGE(S) AND UNCONDITIONALLY AGREE(S) THAT THE WRITTEN AGREEMENTS AND DOCUMENTS PREPARED BY LENDER AND EXECUTED BY BORROWER(S) AND LENDER REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES. THE WRITTEN LOAN DOCUMENTS MAY NOT BE CONTRADICTED BY ANY PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN OR ORAL AGREEMENTS BETWEEN THE PARTIES, NOR CAN ANY UNWRITTEN OR ORAL AGREEMENTS BE MADE IN THE FUTURE.

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage as of the date set forth above.

Pend Oreille Bonner Development, LLC, a Nevada limited liability company
By: Pend Oreille Bonner Development Holdings, Inc.
By: Charles W. Reeves
Charles W. Reeves
Its: President

STATE OF _____)
 :
COUNTY OF _____)

BEFORE ME this _____ day of _____, 2007, personally appeared Charles W. Reeves, to me personally known to be the person who is described in and who executed the above instrument and acknowledged that he is the manager of the limited liability company named above and that he is authorized as the manager of said company to execute the foregoing on behalf of said company and that he executed the same of his own free will to bind said company.

See attached

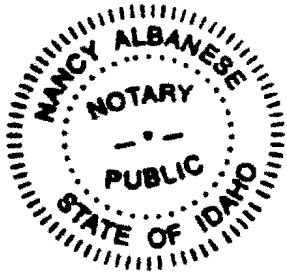
Notary Public

STATE OF IDAHO }
County of Bonner } ss.

ACKNOWLEDGMENT - Representative Capacity

I certify that I know or have satisfactory evidence that Charles W. Reeves
is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she
was authorized to execute the instrument and acknowledged it as the President of Pend
oreille Bonner Holdings Inc, the sole member of
Pend Oreille Bonner Development LLC
to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal the day and year last above written.



Nancy Albanese
Notary Public in and for the State of IDAHO
residing at Shungoint
My appointment expires 12/11

This jurat is page 18 of 19 and is attached to Mortgage dated 3/6/07

Escrow No. 49214-NA

EXHIBIT "A"
Legal Description

The land referred to in this document is situated in the State of Idaho, County of **Bonner**, and is described as follows:

SECTION A:

PARCEL 1:

A tract of land located in Section 36, Township 58 North, Range 1 West AND Section 31, Township 58 North, Range 1 East of the Boise Meridian, Bonner County, Idaho, more particularly described as follows:

That portion of said Sections 36 and 31 lying East of Pack River Road, a county road, West of the Pack River, North of State Highway No. 200, and South of the South line of Government Lot 1 of said Section 31 and South of the South line of the Northeast quarter of the Northeast quarter of said Section 36;

LESS that land included in the Plat of Hidden Lakes Subdivision as recorded in Book 4 of Plats, page 64, records of Bonner County, Idaho.

ALSO LESS a parcel of land in Section 36, Township 58 North, Range 1 West of the Boise Meridian, Bonner County, Idaho more particularly described as follows:

Commencing at the Southeast corner of said Section 36;

Thence North $52^{\circ} 11'33''$ West 953.40 feet (record per Instrument No. 457973 = North $54^{\circ} 29'10''$ West, 1010.58 feet) to a point on the Northerly right of way of State Highway No. 200 and the true point of beginning;

Thence North $01^{\circ} 19'29''$ West, 244.70 feet (record per Instrument No. 457973 = North $01^{\circ} 07'07''$ East, 244.28 feet);

Thence South $88^{\circ} 04'08''$ West, 348.50 feet (record per Instrument No. 457973 = South $87^{\circ} 52'03''$ West, 348.49 feet)

Thence South $01^{\circ} 19'12''$ West, 250.00 feet (record per Instrument No. 457973 = South $01^{\circ} 07'07''$ West, 250.00 feet) to the Northerly right of way of State Highway No. 200;

Thence along said right of way North $80^{\circ} 34'19''$ East 66.04 feet (record per Instrument No. 457973 = North $79^{\circ} 46'41''$ East, 66.62 feet);

Thence on a curve to the right having a central angle of $05^{\circ} 47'35''$ and a radius of 2803.37 feet, for an arc distance of 283.45 feet (record per Instrument No. 457973 = a central angle of $05^{\circ} 47'02''$ and an arc length of 282.99 feet) to the true point of beginning.

LESS a tract of land in Government Lot 2 of Section 31, Township 58 North, Range 1 East of the Boise Meridian, Bonner County, Idaho, more particularly described as follows:

Beginning at the intersection of the North line of said Government Lot 2 and an existing fence line marking the right of way of an old County Road, said point being South $89^{\circ} 06'38''$ East, 398.07 feet from the Northwest corner of Government Lot 2 (record = 361.00 feet);

Thence along said fence line as noted of record per Instrument No. 217765 on a curve to the left (radial bearing = North 62° 13'42" East) having a central angle of 19° 17'35" and a radius of 650.32 feet, for an arc distance of 218.98 feet (chord = South 37° 25'05" East, 217.95 feet);

Thence continuing along said fence line, South 47° 03'53" East, 43.24 feet;

Thence North 89° 06'38" West, 12.33 feet;

Thence continuing along the fence line, South 59° 55'24" East, 65.99 feet to an iron pipe as described in Instrument No. 217765;

Thence along the fence line, South 70° 07'45" East, 262.49 feet to an iron pipe as described in Instrument No. 217765 (record = South 70° 18'00" East 262.00 feet);

Thence South 54° 48'04" East, 67.00 feet;

Thence North 40° 08'56" East, 168.45 feet to the right bank of Pack River (record = 200.00 feet to the thread of Pack River);

Thence North 40° 08'56" East to the intersection with the thread of Pack River;

Thence Northerly and upstream along the thread line of Pack River to the intersection with the North line of Government Lot 2 of said Section 31;

Thence South 89° 06'38" East, along said North line to the true point of beginning.

LESS any part of the above described property lying North and East of Pack River.

LESS a tract of land in Government Lots 1 and 2 of Section 31, Township 58 North, Range 1 East and the Southeast quarter of the Northeast quarter of Section 36, Township 58 North, Range 1 West of the Boise Meridian, Bonner County, Idaho and more particularly described as follows:

Mary's Pack River Lots and all that property dedicated to the public for right of way as shown and recorded in Instrument No. 699091, records of Bonner County, Idaho.

PARCEL 2:

A tract of land located in Section 36, Township 58 North, Range 1 West AND Section 2, Township 57 North, Range 1 West of the Boise Meridian, Bonner County, Idaho, more fully described as follows:

Beginning at a point that is North 80 degrees 05' 57" East, a distance of 386.02 feet from the South quarter corner of said Section 36, said point also being at the intersection of the South right of way of State Highway No. 200 and the East right of way of the Old Country Road;

thence South 5 degrees 14' 00" East along said East right of way of the old country road, a distance of 171.80 feet;

thence continuing South 14 degrees 35' 50" East along said East right of way, a distance of 254.70 feet to an intersection with the North right of way of Old Highway No. 200 (FAP No. 95F);

thence North 72 degrees 38' 24" East along said North right of way, a distance of 372.40 feet;

thence continuing along said North right of way, North 72 degrees 58' 33" East, a distance of 336.00 feet to an intersection with the West high bank of Dry Creek;

thence Northeasterly along said West high bank, a distance of 578 feet, more or less, to an intersection with the South right of way of said State Highway No. 200;

thence Westerly along said South right of way the following six (6) courses:

- 1) Around a curve to the left with a radius of 2643.37 feet, a distance of 48.44 feet (the chord of which bears South 88 degrees 02' 31" West, a distance of 48.43 feet);
- 2) North 79 degrees 07' 52" West, 100.50 feet;
- 3) Around a curve to the left with a radius of 2668.37 feet, a distance of 247.30 feet (the chord of which bears South 82 degrees 54' 00" West, a distance of 247.24 feet) to a P.S.C.;
- 4) Along a spiral curve (S=2 degrees 12.3'), a distance of 207.68 feet (the chord of which bears South 70 degrees 27' 12" West, a distance of 207.67 feet) to a P.S.;
- 5) South 69 degrees 43' 21" West, 328.60 feet;
- 6) South 61 degrees 11' 30" West, 119.79 feet to the point of beginning.

AND TOGETHER WITH any portion of the old Highway right of way abandonment, described in that certain Quit Claim Deed, executed by the State of Idaho, as Instrument No. 696025 and recorded on January 11, 2006, lying within the bounds of the above described property

PARCEL 3:

A tract of land in Government Lot 1 of Section 31, Township 58 North, Range 1 East of the Boise Meridian, Bonner County, Idaho, being that property described in Instrument No. 484825 and more particularly described as follows:

Beginning at a point on the South line of said Government Lot 1, which is South 89° 06'38" East (record = South 89° 06'55" East) 330.00 feet from the Southwest corner of Government Lot 1, marked by a brass cap stamped RLS 974;

Thence parallel to the West line of the Section, North 00° 07'21" East, 118.03 feet;

Thence in a Southeasterly direction on a curve to the right (radial bearing = South 50° 01'02" West) having a central angle of 12° 44'09" and a radius of 233.31 feet, for an arc distance of 51.86 feet (chord = South 33° 36'53" East, 51.76 feet);

Thence South 27° 14'49" East, 79.53 feet;

Thence on a curve to the left (radial bearing = North 62° 45'11" East) having a central angle of 00° 31'29" (record = 00° 31'25") and a radius of 650.32 feet for an arc distance of 5.95 (record = 5.94 feet) feet (chord = South 27° 30'31" East, 5.95 feet), to the South line of Government Lot 1;

Thence along said South line North 89° 06'38" West (record = North 89° 06'55" West), 68.07 feet to the true point of beginning.

PARCEL 4:

A tract of land in Government Lot 1 of Section 31, Township 58 North, Range 1 East of the Boise Meridian, Bonner County, Idaho, being that property described in Instrument No. 495753 and more particularly described as follows:

Beginning at a point on the South line of said Government Lot 1, which is South 89° 06'38" East (record = South 89° 06'55" East) 330.00 feet from the Southwest corner of Government Lot 1, marked by a brass cap stamped RLS 974;

Thence parallel to the West line of the Section North 00° 07'21" East, 118.03 feet;

Thence on a curve to the left (radial bearing = South 50° 01'02" West) having a central angle of 04° 01'30" and a radius of 233.31 feet, for an arc distance of 16.39 feet (chord = North 41° 59'43" West 16.39 feet)

Thence North 44° 00'28" West 23.17 feet to the Southeasterly right of way of the Lower Pack River Road;

Thence along said right of way on a curve to the right (radial bearing = North 53° 09'38" West) having a central angle of 12° 32'30" and a radius of 275.00 feet, for an arc distance of 60.20 feet (chord = South 43° 06'37" West, 60.08 feet);

Thence leaving said right of way, South 44° 00'28" East, 20.15 feet;

Thence on a curve to the right having a central angle of 16° 45'40" and a radius of 173.31 feet, for an arc distance of 50.70 feet (chord = South 35° 37'39" East 50.52 feet);

Thence South 27° 14'49" East, 53.38 feet to the true point of beginning

PARCEL 5:

A tract of land in Government Lot 2 of Section 31, Township 58 North, Range 1 East of the Boise Meridian, Bonner County, Idaho, being that property described in Instrument No. 495753 and more particularly described as follows:

Beginning at a point on the West line of said Government Lot 2 (West line of Section 31) which is South 00° 07'21" West, 200.00 feet from the Northwest corner of said Government Lot 2;

Thence parallel to the North line of Government Lot 2, South 89° 06'38" East (record = South 89° 06'55" East) 562.61 feet (record = 562.58 feet);

Thence North 47° 03'53" West, 43.24 feet (record = 43.21 feet);

Thence on a curve to the right having a central angle of 19° 17'35" (record = 19° 17'39") and a radius of 650.32 feet, for an arc distance of 218.98 feet (chord = North 37° 25'03" West 271.95 feet) to the North line of Government Lot 2;

Thence along said North line North 89° 06'38" West (record = North 89° 06'55" West) 68.07 feet;

Thence South 27° 14'49" East 26.15 feet;

Thence on a curve to the left having a central angle of 09° 49'00" and a radius of 710.32 feet, for an arc distance of 121.70 feet (chord = South 32° 09'19" East, 121.55 feet);

Thence South 80° 25'01" West 412.81 feet (record = South 80° 24'50" West 412.82 feet) to the point of beginning.

EXCEPTING from Parcels 1, 3, 4 and 5, the following two tracts:

Any portion encompassed by the Plat of GOLDEN TEE ESTATES PLANNED UNIT DEVELOPMENT (PHASE ONE), according to the plat thereof, recorded in Book 6 of Plats, Page 108, records of Bonner County, Idaho.

AND any portion encompassed by the Plat of GOLDEN TEE ESTATES FIRST ADDITION,(PHASE TWO) according to the plat thereof, recorded in Book 6 of Plats, Page 114, records of Bonner County, Idaho.

PARCEL 6:

Lot 2, Block 3 in GOLDEN TEES ESTATES PLANNED UNIT DEVELOPMENT (PHASE ONE), according to the plat thereof, recorded in Book 6 of Plats, Page 108, records of Bonner County, Idaho.

PARCEL 7:

All private roads in GOLDEN TEE ESTATES PLANNED UNIT DEVELOPMENT (PHASE ONE), according to the plat thereof, recorded in Book 6 of Plats, Page 108, records of Bonner County, Idaho.

PARCEL 8:

All private roads in GOLDEN TEES ESTATES FIRST ADDITION (PHASE TWO), according to the plat thereof, recorded in Book 6 of Plats, Page 114, records of Bonner County, Idaho.

EXCEPTING from Parcels 1,2,3,4,5,6,7 and 8 any portion lying within the bounds of the following plats:

Replat of Golden Tee Estates and Golden Tee Estates 1st Addition and unplatted land, recorded in Book 8 of Plats, Page 77.

PARCEL 9:

Lots 14, 15, 16, 17, 19, 20 and 21, Block 2; All of Block 5A; Lot 4, Block 7; Lots 1A, Block 11; Lots 1A, 2A and 3A Block 12; Lot 13A, Block 13; Lot 1, Block 14A; Lots 1 & 2, Block 15; Lots 1 and 2, Block 17; all of Block 18; Lots 1 and 2, Block 19; Lots 2, 3, 5, 6, 7, 8, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20, Block 20; Lots 1, 3 and 4 Block 21; Lots 1, 2, 4, 5 and 6, Block 22 of the replat of Golden Tee Estates and Golden Tee Estates 1st Addition and unplatted land, according to the Plat thereof, recorded in Book 8 of Plats, Page 77, records of Bonner County, Idaho.

PARCEL 10:

Lot 5A, Block 4, of the replat of Golden Tee Estates and Golden Tee Estates 1st Addition and unplatted land according to the Plat thereof, recorded in Book 8 of Plats, Page 77, records of Bonner County, Idaho.

PARCEL 11:

All of Block 16 of the replat of Golden Tee Estates and Golden Tee Estates 1st Addition and unplatted land according to the Plat thereof, recorded in Book 8 of Plats, Page 77, records of Bonner County, Idaho.

PARCEL 12:

Lot 1A Block 10 of the replat of Golden Tee Estates and Golden Tee Estates 1st Addition and unplatted land, according to the plat thereof, recorded in Book 8 of Plats, Page 77, records of Bonner County, Idaho.

PARCEL 13:

Lot 1, Block 20 of the replat of Golden Tee Estates and Golden Tee Estates 1st Addition and unplatted land according to the plat thereof, recorded in Book 8 of Plats, Page 77, records of Bonner County, Idaho.

SECTION B:

PARCEL 1:

Lot 1 in Block 1 of the FIRST ADDITION TO HIDDEN LAKES, according to the plat thereof, recorded in Book 4 of Plats, page 161, records of Bonner County, Idaho.

PARCEL 2:

Lots 2, 3, 4, 5 in Block 2 of the SECOND ADDITION TO HIDDEN LAKES SUBDIVISION, according to the plat thereof, recorded in Book 5 of Plats, Page 58, records of Bonner County, Idaho.

PARCEL 3:

A tract of land in the East half of the Northeast quarter of the Southwest quarter and the Northwest quarter of the Southeast quarter of Section 36, Township 58 North, Range 1 West of the Boise Meridian, Bonner County, Idaho, more particularly described as follows:

Beginning at the Southeast corner of the East half of the Northeast quarter of the Southwest quarter of said Section 36;

Thence along the South line of the East half of the Northeast quarter of the Southwest quarter, North 89° 36'27" West, 661.51 feet (record = North 89° 37'10" West, 661.57 feet to the Southwest corner of the East half of the Northeast quarter of the Southwest quarter;

Thence along the West line of the East half of the Northeast quarter of the Southwest quarter, North 00° 10'22" East 856.45 feet (record = North 00° 09'25" East, 856.45 feet);

Thence North 89° 10'53" East, 30.21 feet (record = East, 29.58 feet) to the Westerly right of way of Berry Drive (shown as Olympic Drive on the Second Addition Plat to Hidden Lakes);

Thence Southeasterly along said right of way the following six (6) courses:

1. on a non tangential curve to the left (radial bearing = North 87° 39'13" East) having a central angle of 36° 44'06" and a radius of 131.00 feet for an arc distance of 83.99 feet (record = 84.54 feet) (chord = South 20° 42'50" East, 82.56 feet - record = South 20° 37'27" East, 83.08 feet);

2. thence South 39° 04'53" East, 419.67 feet (record = South 39° 06'45" East, 419.68 feet);

3. thence on a curve to the left having a central angle of 11° 42'45" and a radius of 530.00 feet for an arc distance of 108.34 feet (chord = South 44° 56'16" East, 108.15 feet - record = South 44° 58'08" East, 108.16 feet);

4. thence South 50° 47'39" East, 69.68 feet (record = South 50° 49'31" East, 69.68 feet);

5. thence on a curve to the right having a central angle of 23° 42'51" and a radius of 970.00 feet, for an arc distance of 401.47 feet (chord = South 38° 56'14" East, 398.61 feet - record = South 38° 58'05" East 398.61 feet);

6. thence South 27° 04'48" East, 31.65 feet to the South line of the Northwest quarter of the Southeast quarter (record = South 27° 06'40" East, 30.77 feet);

thence leaving said right of way North 89° 36'03" West, 60.37 feet (record = North 89° 37'09" West, 59.55 feet) to the point of beginning.

PARCEL 4:

A tract of land located in a portion of the Southwest quarter of the Southeast quarter of Section 36, Township 58 North, Range 1 West, Boise Meridian, Bonner County, Idaho, more particularly described as follows:

Beginning at the Northwest corner of said Southwest quarter of the Southeast quarter of Section 36;

Thence South 89° 36'03" East 60.37 feet (record = South 89° 37'09" East, 59.55 feet) to the Westerly right of way of Berry Drive (shown as Olympic Drive on the Plat of the Second Addition to Hidden Lakes);

Thence along said right of way for the following four (4) courses:

1. South 27° 04'48" East, 299.95 feet (record = South 27° 06'40" East, 300.83 feet);
2. North 62° 55'12" East, 60.00 feet (record = North 62° 53'20" East, 60.00 feet);
3. North 27° 04'48" West, 125.34 feet (record = North 27° 06'40" West, 125.34 feet);
4. thence on a curve to the right having a central angle of 79° 01'27" and a radius of 25.00 feet, for an arc distance of 34.48 feet (chord = North 12° 25'55" East, 31.81 feet - record = North 12° 24'03" East, 31.81 feet) to a point on the Southerly right of way of Fairway View Drive, as shown on the Plat of First Addition to Hidden Lakes;

thence along said right of way for the following eight (8) courses:

1. North 51° 56'39" East, 74.67 feet (record = North 51° 54'47" East, 74.67 feet);
2. thence on a curve to the right having a central angle of 99° 26'33" and a radius of 70.00 feet, for an arc distance of 121.49 feet (chord = South 78° 20'05" East, 106.81 feet - record = South 78° 21'57" East, 106.81 feet);
3. thence South 28° 36'48" East, 154.03 feet (record = South 28° 38'40" East, 154.03 feet);
4. thence on a curve to the right having a central angle of 55° 41'27" and a radius of 90.00 feet for an arc distance of 87.48 feet (chord = South 00° 46'05" East, 84.08 feet - record = South 00° 47'56" East, 84.08 feet);
5. thence South 27° 04'39" West, 170.14 feet;
6. thence on a curve to the right having a central angle of 71° 37'11" and a radius of 60.0 feet, for an arc distance of 75.00 feet (chord = South 08° 43'57" East, 70.21 feet);
7. thence South 44° 32'32" East, 50.94 feet;
8. thence on a curve to the right having a central angle of 69° 10'16" and a radius of 25.00 feet, for an arc distance of 30.18 feet (chord = South 09° 57'24" East, 28.38 feet - record = South 11° 23'51" East, 30.18 feet) to a point on the West right of way of Lower Pack River Road;

thence Southerly along said right of way for the following four (4) courses:

1. on a non tangential curve to the right having a central angle of 04° 15'19" and a radius of 1180.00 feet for an arc distance of 87.69 feet (chord = South 22° 30'38" West, 87.67 feet);
2. thence South 20° 22'44" West, 114.57 feet;

3. thence on a curve to the left having a central angle of $22^{\circ} 29' 50''$ and a radius of 502.65 feet, for an arc distance of 197.36 feet (chord = South $09^{\circ} 07' 49''$ West, 196.10 feet)

4. thence South $02^{\circ} 07' 06''$ East, 157.81 feet to the Northerly right of way of State Highway No. 200;

thence along the highway right of way, South $77^{\circ} 42' 28''$ West, 72.14 feet (record = South $78^{\circ} 15' 06''$ West, 71.11 feet);

thence continuing along the Highway right of way, South $69^{\circ} 44' 57''$ West, 262.22 feet (record = South $69^{\circ} 43' 16''$ West, 261.65 feet) to the West line of the Southwest quarter of the Southeast quarter of said Section 36;

thence along the West line of the Southwest quarter of the Southeast quarter, North $00^{\circ} 08' 19''$ East, 1223.36 feet (record = North $00^{\circ} 07' 13''$ East, 1223.17 feet) to the point of beginning.

PARCEL 5:

That portion of the Southeast quarter of the Northeast quarter of Section 36, Township 58 North, Range 1 West of the Boise Meridian, Bonner County, Idaho, lying West of the Lower Pack River Road,

EXCEPT the First Addition to Hidden Lakes Subdivision, according to the plat thereof, recorded in Book 4 of Plats, Page 161, record of Bonner County, Idaho.

SECTION C:

PARCEL 1:

All that portion of the Southeast Quarter in Section 36, Township 58 North, Range 1 West, Boise Meridian, Bonner County, Idaho, lying South of State Highway 200; and all that portion of Government Lot 4 in Section 31, Township 58 North, Range 1 East, Boise Meridian, Bonner County, Idaho, lying South of State Highway 200;

LESS the following described property:

A tract of land in the Southeast quarter of Section 36, Township 58 North, Range 1 West of the Boise Meridian, Bonner County, Idaho, being that property described in Instrument No. 92981, records of Bonner County, Idaho and more particularly described as follows:

Commencing at the Southeast corner of said Section 36;

Thence along the East line of Section 36, North $00^{\circ} 08' 06''$ East, 460.00 feet;

Thence perpendicular to the East line of the Section, North $89^{\circ} 51' 54''$ West, 568.00 feet to the true point of beginning;

Thence South $47^{\circ} 08' 06''$ West, 250.00 feet;

Thence South $42^{\circ} 51' 54''$ East, 348.50 feet;

Thence North $47^{\circ} 48' 06''$ East, 250.00 feet;

Thence North $42^{\circ} 51' 54''$ West, 348.50 feet to the true point of beginning.

AND

All that portion of Government Lots 2, 3, 4, 5, 6, 7, 8 and 9; the Southwest quarter of the Northeast quarter; and the South half of the Northwest quarter of Section 2, Township 57 North, Range 1 West of the Boise Meridian, Bonner County, Idaho, lying South of State Highway No. 200 and lying North and East of the Northern Pacific Railroad (now Montana Rail Link) right of way.

LESS that portion of Section 2, Township 57 North, Range 1 West of the Boise Meridian, Bonner County, Idaho; being that property described in Instrument No. 592059 and more particularly described as follows:

Beginning at a right of way monument on the South right of way of State Highway No. 200, from which the Northwest corner of said Section 2 bears North 25° 54'43" West, 798.00 feet (record = North 26° 28'08" West, 798.11 feet;

Thence along the South right of way of the Highway, North 68° 35'39" East, 266.10 feet;

Thence continuing along the Highway right of way, on a curve to the left (radial bearing = North 14° 03'28" West) having a central angle of 00° 08'55" and a radius of 5799.58 feet for an arc distance of 15.03 feet (chord = North 75° 52'05" East, 15.03 feet - total distance along right of way from point of beginning = 281.13 feet - record = 281.13 feet);

thence leaving said right of way South 00° 04'10" West, 725.53 feet;

Thence North 89° 14'40" West, 330.00 feet;

Thence North 00° 03'26" West 607.20 feet, to the Southerly right of way of State Highway No. 200;

Thence along said right of way North 79° 11'55" East, 70.38 feet to the true point of beginning.

LESS a tract of land located in Section 36, Township 58 North, Range 1 West and Section 2, Township 57 North, Range 1 West of the Boise Meridian, Bonner County, Idaho; being a portion of that property described in Instrument No. 464572 and more particularly described as follows:

Beginning at a point that is North 80° 05'57" East 386.02 feet from the South quarter of said Section 36, said point also being at the intersection of the South right of way of State Highway No. 200 and the East right of way of the Old County Road;

Thence South 05° 14'00" East along the East right of way of the Old County Road, 171.80 feet;

Thence continuing South 14° 35'50" East along said East right of way, 254.70 feet to the intersection with the North right of way of Old Highway 200 (FAP No. 95F);

Thence North 72° 38'24" East along said North right of way, 372.40 feet;

Thence continuing along said North right of way, North 72° 58'33" East, 336.00 feet to the intersection with the West high bank of Dry Creek;

Thence Northeasterly along said West high bank, a distance of 578 feet, more or less, to the intersection with the South right of way of State Highway No. 200;

Thence Westerly along said South right of way the following six (6) courses:

1. around a curve to the left with a radius of 2643.37 feet, a distance of 48.44 feet (chord = South 88° 02'31" West, 48.43 feet);
2. North 79° 07'52" West, 100.50 feet;
3. around a curve to the left with a radius of 2668.37 feet for a distance of 247.30 feet (chord = South 82°

54'00" West, 247.24 feet);

4. along a spiral curve (South = $02^{\circ} 12' 18''$), a distance of 207.68 feet (chord = South $70^{\circ} 27' 12''$ West, 207.67 feet);

5. South $69^{\circ} 43' 21''$ West, 328.60 feet;

6. South $61^{\circ} 11' 30''$ West, 119.79 feet to the point of beginning.

TOGETHER WITH any portion of the old highway right of way abandonment described in that certain Quitclaim Deed, executed by the State of Idaho, as Instrument No. 696025 and recorded on January 11, 2006, and lying within the bounds of the above described property.

AND

Government Lots 5, 9, 10 and 11; the Southeast quarter of the Northwest quarter; the East half of the Southwest quarter; and Government Lot 6, all in Section 6, Township 57 North, Range 1 East of the Boise Meridian, Bonner County, Idaho.

LESS that property described in Instrument No. 22533, records of Bonner County, Idaho, and described as follows:

Beginning at the North quarter corner of said Section 6, Township 57 North, Range 1 East of the Boise Meridian, Bonner County, Idaho;

Thence South 1669.70 feet to Pack River and the True Point of Beginning;

Thence South $66^{\circ} 47'$ West, 203 feet;

Thence South $69^{\circ} 54'$ West 165.3 feet;

Thence South $79^{\circ} 56'$ West, 242.5 feet;

Thence South $01^{\circ} 11'$ East, 146 feet;

Thence South $25^{\circ} 18'$ East, 118.20 feet;

Thence South $54^{\circ} 29'$ East, 137.2 feet;

Thence South $68^{\circ} 10'$ East, 267.1 feet;

Thence North 535.6 feet to a point 1669.7 feet South of the North quarter corner of Section 6.

LESS a tract of land in Government Lot 6 and the Southeast quarter of the Northwest quarter of Section 6, Township 57 North, Range 1 East of the Boise Meridian, Bonner County, Idaho, being that property identified as Tract No. Q-1755-2 in Instrument No. 42975 and more particularly described as follows:

Beginning at a point on the Southerly right of way of State Highway No. 200 which is South $55^{\circ} 03' 21''$ East, 2460.29 feet from the Northwest corner of said Section 6 (record = South $55^{\circ} 14'$ East, 2451.3);

Thence South $14^{\circ} 53' 00''$ East, 223.22 feet (record);

Thence South $04^{\circ} 43' 00''$ East, 640.00 feet (record);

Thence South $39^{\circ} 48' 00''$ East, 430.00 feet (record);

Thence South 30° 28'00" East, 387.49 feet (record = 500 feet plus or minus) to the East line of the Southeast quarter of the Northwest quarter of said Section 6.

TOGETHER WITH any portion of the Old Highway right of way abandonment described in that certain Quitclaim Deed, executed by the State of Idaho, as Instrument No. 696025 and recorded on January 11, 2006, lying within the bounds of the above described property

EXCEPTING therefrom all of the above described properties, any portion lying within the bounds of the following Plats:

Replat of Golden Tee Estates and Golden Tee Estates 1st Addition and unplatted land, recorded in Book 8 of Plats, Page 77,

Golden Tee Estates- 2nd Addition, recorded in Book 8 of Plats, Page 79

Golden Tee Estates - 3rd Addition, recorded in Book 8 of Plats, Page 78,

Golden Tee Estates - 4th Addition, recorded in Book 8 of Plats, Page 80,

Golden Tee Estates - 5th Addition, recorded in Book 8 of Plats, Page 81 and Golden Tee Estates- 6th, recorded in Book 8 of Plats, Page 82

PARCEL 2:

Lots 1, 2, 4, 5, 6, 7, 8, 9 and 10, Block 1; Lots 1,2, 3, 4, 5, 7, 8, 9 and 10, Block 2; Lots 1, 2, 3, 6, and 10, Block 3 of Golden Tee Estates 2nd Addition according to the Plat thereof, recorded in Book 8 of Plats, Page 79, records of Bonner County, Idaho and

Lots 1, 3, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17 Block 1; Lot 1, Block 2; Lots 1, 2, 3, 4, 5, 6, 7 and 8, Block 3; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, and 15, Block 4; Lots 1, 2, 7 and 8, Block 5; Lots 1, 2, 3, and 4, Block 6; Lots 3, 5, 6 and 10, Block 7; Lots 1, 2, 4, 5 and 6 Block 8; Lots 2, 3, 4 and 5, Block 9; Lots 6, and 8, Block 10; Lot 2 Block 11 of Golden Tee Estates 3rd Addition, according to the Plat thereof, recorded in Book 8 of Plats, Page 78, records of Bonner County, Idaho.

AND

Lots 1, 2, 3, 5, 6, 7 and 8, Block 1; Lots 2, and 5, Block 2; Lots 1, 2 and 3, Block 3; Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9, Block 4; Lots 1, 4, 5, 6 and 7, Block 5 of Golden Tee Estates 4th Addition, according to the Plat thereof, recorded in Book 8 of Plats, Page 80, records of Bonner County, Idaho.

AND

Lots 1, 4, 5, 6, 7, 8 and 9, Block 1; Lots 1, 3, 5, 6, 7, 8, 9, 10 and 11, Block 2 of Golden Tee Estates 5th Addition, according to the Plat thereof, recorded in book 8 of Plats, Page 81 records of Bonner County, Idaho.

AND

Lots 2, 6, 7 and 8, block 1; Lots 1, 2, 3, 4 and 5, Block 2; Lot 1, Block 3; Lots 1, 2, 3, 4 and 5, Block 4; Lot 1, Block 5 of Golden Tee Estates 6th Addition, according to the Plat thereof, recorded in Book 8 of Plats, Page 82, records of Bonner County, Idaho.

SECTION D:

PARCEL 1:

That portion of the Southwest quarter of the Southwest quarter of Section 16, Township 57 North, Range 1 East, Boise Meridian, lying West of the State Highway No. 200 right of way and East of the Northern Pacific Railway right of way; and lying North of the North line of the following described tract:

Beginning at a point where the Section line between Sections 16 and 21, Township 57 North, Range 1 West, Boise Meridian, intersects the State Highway on the Westerly side as it now exists;

thence in a Northwesterly direction along the Westerly side of said Highway, 752 feet;

thence in a Southwesterly direction, 97 feet;

thence in a Southeasterly direction, 672 feet to the Section line between Sections 16 and 21;

thence East on said Section line between said Sections 16 and 21, 104.25 feet, more or less, to the place of beginning.

SAID parcel is now described as follows:

A tract of land situated in the Southwest quarter of the Southwest quarter of Section 16, Township 57 North, Range 1 East of the Boise Meridian, Bonner County, Idaho, lying Southwest of the right of way of State Highway No. 200 and Northeast of the right of way of Montana Rail Link Railway; being a portion of that property described as Parcel 1 of Instrument No. 168846 and more particularly described as follows:

Commencing at the intersection of the South line of the Southwest quarter of the Southwest quarter of Section 16 and the Northeasterly right of way of Montana Rail Link Railway which is South $88^{\circ} 10' 56''$ East, 944.95 feet from the Southwest corner of Section 16;

Thence leaving said South line and along said right of way North $23^{\circ} 38' 59''$ West, 672.00 feet to the true point of beginning;

Thence continuing along said right of way North $23^{\circ} 38' 59''$ West, 786.99 feet to the intersection with the North line of the Southwest quarter of the Southwest quarter;

Thence leaving said right of way and along said North line South $88^{\circ} 43' 23''$ East, 241.38 feet to the Westerly right of way of State Highway No. 200;

Thence leaving said North line and along said right of way the following four (4) courses:

on a non-tangential curve to the right having a central angle of $01^{\circ} 19' 25''$ (radial bearing = South $73^{\circ} 15' 16''$ West), a radius of 768.50 feet, for an arc length of 17.75 feet (chord = South $16^{\circ} 06' 41''$ East, 17.75 feet);

Thence along a line offset 50.00 feet Westerly of and parallel to a spiral curve (centerline $ls = 200$ feet, $a = 3.5$, $S = 7^{\circ}$) for a chord of South $10^{\circ} 43' 01''$ East 193.87 feet);

Thence South $08^{\circ} 25' 19''$ East, 86.06 feet;

Thence on a curve to the left having a central angle of $13^{\circ} 56' 48''$, a radius of 1482.53 feet, for an arc length of 360.87 feet (chord = South $15^{\circ} 23' 43''$ East, 359.98 feet);

Thence leaving said right of way South $44^{\circ} 37' 10''$ West, 106.45 feet (record = "Southwesterly 97 feet") to the true point of beginning.

PARCEL 2:

That part of the Southwest quarter of the Southwest quarter in Section 16, Township 57 North, Range 1 East of the Boise Meridian, lying South and West of the Burlington Northern Inc. Railway right of way and

Government Lot 5 in Section 17, Township 57 North, Range 1 East, of the Boise Meridian, save and excepting therefrom:

The South 350 feet of Government Lot 5 in said Section 17, and also that part of the Southwest quarter of the Southwest quarter in said Section 16 lying Westerly of said Burlington Northern Inc. right of way as now in use and described as follows:

Beginning at the Southwest corner of said Section 16;

thence North along the West Section line 350 feet;

thence East to the centerline of Trestle Creek;

thence Southeasterly along said centerline to the South line of Section 16;

thence West along the Section line 720 feet, more or less, to the point of beginning.

SAID parcel is now described as follows:

A tract of land situated in the Southwest quarter of the Southwest quarter of Section 16, lying Southwest of Montana Rail Link Railroad right of way and Government Lot 5 of Section 17, all in Township 57 North, Range 1 East of the Boise Meridian, Bonner County, Idaho; being a portion of that property described as Parcel 2 of Instrument No. 168846 and more particularly described as follows:

Beginning at the intersection of the South line of the Southwest quarter of the Southwest quarter of Section 16 and the Southwesterly right of way of Montana Rail Link Railway which is South $88^{\circ} 10' 56''$ East, 834.19 feet from the Southwest corner of Section 16;

Thence leaving said South line and along said right of way North $23^{\circ} 38' 59''$ West, 1457.84 feet to the intersection with the North line of the Southwest quarter of the Southwest quarter;

Thence leaving said right of way and along the North line of the Southwest quarter of the Southwest quarter, North $88^{\circ} 43' 23''$ West, 243.71 feet to the Northwest corner of the Southwest quarter of the Southwest quarter;

Thence along the North line of Government Lot 5 in Section 17, North $89^{\circ} 23' 45''$ West, 1223.84 feet to the meander line of Lake Pend Oreille, as defined by the original GLO Survey;

Thence leaving said North line and along said meander line the following two (2) course:

South $52^{\circ} 55' 48''$ East, 561.00 feet;

Thence South $37^{\circ} 55' 48''$ East, 798.96 feet to a point on a line lying 350.00 feet North of and parallel to the South line of the Southwest quarter of the Southwest quarter of Section 16;

Thence along said parallel line, South $88^{\circ} 10' 56''$ East, 281.27 feet to the West line of the said Southwest quarter of the Southwest quarter;

Thence continuing South $88^{\circ} 10' 56''$ East, 159.02 feet to the intersection with the centerline of Trestle Creek;

Thence along the centerline of Trestle Creek the following eight (8) courses:

South $52^{\circ} 54' 34''$ East, 63.58 feet;

Thence South $44^{\circ} 37' 26''$ East, 117.83 feet;

Thence South 42° 08'45" East, 77.28 feet;

Thence South 80° 05'07" East, 145.49 feet;

Thence South 55° 15'32" East, 86.34 feet;

Thence South 46° 56'31" East, 113.98 feet;

Thence South 75° 43'10" East, 58.83 feet;

Thence South 37° 48'28" East, 27.37 feet to the intersection with the South line of the Southwest quarter of the Southwest quarter;

Thence leaving said creek centerline and along said South line South 88° 10'56" East, 116.80 feet to the true point of beginning.

PARCEL 3:

A portion of the Northeast quarter of the Northwest quarter and Government Lot 1 of Section 21, Township 57 North, Range 1 East, Boise Meridian, Bonner County, Idaho, described as follows:

Beginning at a point where the South line of the Northeast quarter of the Northwest quarter of Section 21, Township 57 North, Range 1 East of the Boise Meridian, Bonner County, Idaho, intersects the West line of the Northern Pacific Railroad Company right of way;

thence 600 feet Northerly along said railroad right of way;

thence West to the meander line of lake;

thence 600 feet Southerly to the South line of Lot 1 of said Section 21;

thence East to the Point of Beginning.

SAID parcel is now described as follows:

A tract of land situated in the Northeast quarter of the Northwest quarter and Government Lot 1 of Section 21, Township 57 North, Range 1 East of the Boise Meridian, Bonner County, Idaho, more particularly described as follows:

Beginning at the intersection of the South line of the Northeast quarter of the Northwest quarter of Section 21 and the Westerly right of way of Montana Rail Link Railroad which is South 88° 55'48" East, 139.54 feet from the Southwest corner of said Northeast quarter of the Northwest quarter;

Thence leaving said South line and along said right of way the following two (2) courses:

On a non-tangential curve to the left having a central angle of 10° 44'25" (radial bearing = South 65° 01'49" West) a radius of 2664.79 feet, for an arc length of 499.53 feet (chord = North 30° 20'24" West, 498.80 feet);

Thence North 25° 10'12" West, 100.47 feet;

Thence leaving said right of way and parallel to the South line of Government Lot 1, North 88° 55'48" West, 936.05 feet to the meander line of Lake Pend Oreille as defined in the original GLO Survey;

Thence along said meander line the following two (2) courses:

South 14° 25'48" East, 271.54 feet;

Thence South $46^{\circ} 40' 48''$ East, 378.00 feet to the intersection with the South line of Government Lot 1;

Thence along said South line South line South $88^{\circ} 55' 48''$ East, 748.52 feet to the Southeast corner of Government Lot 1;

Thence along the South line of the Northeast quarter of the Northwest quarter, South $88^{\circ} 55' 48''$ East, 139.54 feet to the true point of beginning.

EXHIBIT E

To: **KATHY: 208.256.4183**

CALCULATION OF AMOUNTS DUE UNDER LOANS: 03/15/07 TO 09/14/07

PO000

PEND OREILLE BONNER DEVELOPMENT HOLDINGS INC.
HIDDEN LAKES

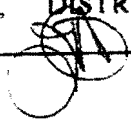
Payment due date: 1ST of the Month
Note Loan Amount: \$21,200,000.00

Date	PO000	PEND OREILLE	Payment
03/15/07	Init Advance	\$8,100,000.00	
03/15/07	PAYDOWN	(\$138,000.00)	
03/15/07	PAYDOWN	(\$100,000.00)	
	New Bal	\$5,864,000.00	
03/16/07	DRAW A	\$1,828,085.48	
	New Bal	\$7,490,085.48	
04/09/07	PAYDOWN	(\$831,126.00)	
	New Bal	\$6,658,970.48	
04/16/07	DRAW B	\$2,078,812.80	
	New Bal	\$8,937,783.28	
05/03/07	PAYDOWN	(\$240,975.00)	
	New Bal	\$8,696,808.28	
05/07/07	PAYDOWN	(\$332,775.00)	
	PAYDOWN	(\$178,500.00)	
	New Bal	\$8,185,533.28	
05/10/07	PAYDOWN	(\$309,825.00)	
	New Bal	\$7,875,708.28	
05/18/07	PAYDOWN	(\$455,175.00)	
	PAYDOWN	(\$187,000.00)	
	New Bal	\$7,233,533.28	
05/21/07	PAYDOWN	(\$344,250.00)	
	DRAW C	\$407,880.18	
	New Bal	\$7,287,183.46	
06/23/07	PAYDOWN	(\$286,875.00)	
	New Bal	\$7,010,288.46	
06/31/07	PAYDOWN	(\$573,750.00)	FROM TITLE TO BORROWER
	New Bal	\$6,436,538.46	
08/01/07	DRAW D	\$848,398.41	
	New Bal	\$7,388,934.87	
08/14/07	DRAW E	\$831,578.96	
08/14/07	PAYDOWN	(\$115,000.00)	FROM TITLE TO BORROWER
	New Bal	\$8,102,513.82	
07/17/07	DRAW F	\$4,820,044.54	
	DRAW G	\$82,021.01	
	New Bal	\$12,804,579.37	
07/20/07	PAYDOWN	(\$212,500.00)	
	New Bal	\$12,592,079.37	
07/30/07	DRAW H	\$4,335,053.24	
	New Bal	\$16,927,132.61	
08/08/07	DRAW I	\$108,182.95	
	New Bal	\$17,036,295.56	
08/17/07	PAYDOWN	(\$228,500.00)	
	New Bal	\$16,808,795.56	
08/23/07	PAYDOWN	(\$234,250.00)	
	PAYDOWN	(\$224,215.00)	
	PAYDOWN	(\$215,175.00)	
	New Bal	\$16,133,155.56	
08/27/07	PAYDOWN	(\$140,250.00)	
	New Bal	\$15,992,905.56	
09/14/07	PAYDOWN	(\$178,800.00)	
	PAYDOWN	(\$118,000.00)	
	New Bal	\$15,696,405.56	

09/21/07	DRAW J	\$59,964.44	
	New Bal	\$16,766,380.00	
09/28/07	PAYDOWN	(\$470,476.00)	
	PAYDOWN	(\$682,275.00)	
	New Bal	\$14,726,610.00	
10/01/07	PAYDOWN	(\$455,175.00)	
	New Bal	\$14,271,435.00	
10/04/07	PAYDOWN	(\$624,025.00)	
	New Bal	\$13,747,410.00	
10/09/07	PAYDOWN	(\$363,281.00)	
	New Bal	\$13,384,129.00	
10/12/07	PAYDOWN	(\$371,025.00)	
		(\$531,676.00)	
		(\$309,825.00)	
	New Bal	\$12,161,804.00	
10/22/07	PAYDOWN	(\$443,700.00)	
	New Bal	\$11,737,904.00	
10/23/07	PAYDOWN	(\$371,025.00)	
	New Bal	\$11,366,879.00	
11/05/07	PAYDOWN	(\$371,025.00)	
	New Bal	\$10,995,854.00	
11/07/07	PAYDOWN	(\$401,825.00)	
	New Bal	\$10,594,229.00	
11/09/07	PAYDOWN	(\$400,987.50)	
	New Bal	\$10,193,241.50	
11/13/07	PAYDOWN	(\$889,000.00)	
	New Bal	\$9,224,241.50	
01/07/08	PAYDOWN	(\$294,825.00)	
	New Bal	\$8,929,716.50	
01/14/08	PAYDOWN	(\$15,957.34)	P0102,P0103,P0104
	New Bal	\$8,913,759.16	
02/25/08	PAYDOWN	(\$187,000.00)	
	PAYDOWN	(\$371,025.00)	
	New Bal	\$8,355,734.16	
03/31/08	PAYDOWN	(\$290,030.00)	
	New Bal	\$8,065,704.16	
04/15/08	PAYDOWN	(\$290,000.00)	
	New Bal	\$7,775,704.16	
05/12/08	PAYDOWN	(\$11,220.00)	P0102,P0103,P0104
	New Bal	\$7,764,484.16	
07/16/08	PAYDOWN	(\$140,836.96)	
	New Bal	\$7,623,545.16	
08/01/08	PAYDOWN	(\$11,220.00)	P0102,P0103,P0104
	PAYDOWN	(\$290,000.00)	
	New Bal	\$7,322,325.16	
08/05/08	PAYDOWN	(\$1,160,000.00)	AITD P0107
	New Bal	\$6,172,325.16	
08/07/08	PAYDOWN	(\$290,000.00)	
	New Bal	\$5,882,325.16	
08/21/08	PAYDOWN	(\$290,000.00)	
	New Bal	\$5,592,325.16	
08/22/08	PAYDOWN	(\$290,000.00)	
	New Bal	\$5,302,325.16	
10/07/08	PAYDOWN	(\$11,220.00)	P0102,P0103,P0104
	New Bal	\$5,291,105.16	
05/05/09	PAYDOWN	(\$966,416.64)	INSURANCE
	New Bal	\$4,324,688.54	
07/02/09	PAYDOWN	(2,640,474.03)	

	New Bal	\$1,894,214.51		
09/15/09	PAYDOWN	(362,713.23)	<i>Palmer</i>	
	New Bal	\$1,521,501.28		
10/28/09	PAYDOWN	(3064,086.58)	<i>Ins</i>	
	New Bal	\$637,402.72		
11/23/09	PAYDOWN	(3656.48)	<i>adj</i>	ADJUSTMENT
	New Bal	\$630,746.24		
11/23/09	PAYDOWN	(3356,588.59)	<i>Insurance</i>	
	New Bal	\$276,147.65		\$2,761.48
Total Due 12/23/09				\$2,761.48
Balance	\$637,402.72		REM DRAW	\$0.00

CHARLES M. DODSON
Attorney at Law
1424 Sherman Avenue, Suite 300
Coeur d'Alene ID 83814
(208) 664-1577
Facsimile (208) 666-9211
ISB #2134

STATE OF IDAHO
County of Bonner } ss
FILED June 2nd 2014
AT _____ O'CLOCK _____ M
CLERK, DISTRICT COURT
Deputy 

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

GENESIS GOLF BUILDERS, INC.,
FORMERLY KNOWN AS
NATIONAL GOLF BUILDERS, INC.,
a Nevada Corporation,

PLAINTIFF,

VS.

PEND OREILLE BONNER DEVELOPMENT,
LLC, A Nevada limited liability company;
R.E. LOANS, LLC, a California limited
liability company; DAN S. JACOBSON, an
individual; SAGE HOLDINGS LLC, and
Idaho limited liability company; STEVEN G.
LAZAR, an individual; PENSCO TRUST CO.
CUSTODIAN FBO BARNEY NG;
MORTGAGE FUND '08 LLC, a
Delaware limited liability company;
VP, INCORPORATED, an Idaho corporation;
JV LLC, an Idaho limited liability company;

CASE NUMBER: CV-09-01810

ORDER DISMISSING
R.C. WORST & COMPANY, AND ALL
CLAIMS, COUNTERCLAIMS, AND
CROSS CLAIMS THEREOF PURSUANT
TO ORAL OFFER OF RESOLUTION
ADVANCED TO THE COURT ON
MAY 28, 2014

1-ORDER DISMISSING R.C. WORST & COMPANY, AND
ALL CLAIMS, COUNTERCLAIMS, AND CROSS CLAIMS THEREOF
PURSUANT TO ORAL OFFER OF RESOLUTION ADVANCED TO
THE COURT ON MAY 28, 2014

WELLS FARGO FOOTHILL, LLC, a Delaware limited liability company; INTERSTATE CONCRETE AND ASPHALT COMPANY, an Idaho corporation; T-O ENGINEERS, INC., fka Toothman-Orton Engineering, Company, and Idaho corporation; PUCCI CONSTRUCTION INC., An Idaho Corporation; ACI NORTHWEST, INC., an Idaho corporation; LUMBERMENS, INC., dba ProBuild, a Washington corporation; ROBERT PLASTER dba Cedar Etc; NORTH IDAHO RESORTS, LLC an Idaho limited liability company; R.C. WORST & COMPANY, INC., an Idaho Corporation; DOES I through X,

DEFENDANTS/CROSS DEFENDANTS.
(R.C. WORST COUNTER/CROSS PLAINTIFF)

ACI NORTHWEST, INC., an Idaho corporation,

COUNTERCLAIMANT, CROSS-CLAIMANT,
AND THIRD PARTY PLAINTIFF,

vs.

PEND OREILLE BONNER DEVELOPMENT,
LLC, a Nevada limited liability company,

Counterclaim Defendant,

and

R.E. LOANS, LLC, a California limited liability company; DAN S. JACOBSON, an individual; SAGE HOLDINGS LLC, and Idaho limited liability company; STEVEN G. LAZAR, an individual; PENSCO TRUST CO.

2-ORDER DISMISSING R.C. WORST & COMPANY, AND ALL CLAIMS, COUNTERCLAIMS, AND CROSS CLAIMS THEREOF PURSUANT TO ORAL OFFER OF RESOLUTION ADVANCED TO THE COURT ON MAY 28, 2014

CUSTODIAN FBO BARNEY NG;
MORTGAGE FUND '08 LLC, a
Delaware limited liability company;
VP, INCORPORATED, an Idaho corporation;
JV LLC, an Idaho limited liability company;
WELLS FARGO FOOTHILL, LLC, a
Delaware limited liability company;
INTERSTATE CONCRETE AND
ASPHALT COMPANY, an Idaho corporation;
T-O ENGINEERS, INC., fka Toothman-
Orton Engineering, Company, and Idaho
corporation; PUCCI CONSTRUCTION INC.,
An Idaho Corporation; ACI NORTHWEST,
INC., an Idaho corporation; LUMBERMENS,
INC., dba ProBuild, a Washington
corporation; ROBERT PLASTER dba
Cedar Etc; NORTH IDAHO RESORTS,
LLC an Idaho limited liability company;
R.C. WORST & COMPANY, INC., an
Idaho Corporation; DOES I through X, and
ACI NORTHWEST, INC., an Idaho
corporation

CROSS-CLAIM DEFENDANTS,

and

PANHANDLE STATE BANK, AN IDAHO
CORPORATION,

THIRD PARTY DEFENDANT.

The matter of oral argument and hearing having come before the Court on the 28th day of May 2014, all parties save for T-O Engineers having appeared by and through their counsel, and R.C. Worst & Company, an Idaho corporation, having appeared through its attorney Charles M. Dodson, and having offered an oral stipulation providing for an Order dismissing R.C. Worst &

3-ORDER DISMISSING R.C. WORST & COMPANY, AND
ALL CLAIMS, COUNTERCLAIMS, AND CROSS CLAIMS THEREOF
PURSUANT TO ORAL OFFER OF RESOLUTION ADVANCED TO
THE COURT ON MAY 28, 2014

Company from the case, including all claims, counterclaims, or cross claims that it may have, with prejudice, and without an award of fees or costs having been proffered to the Court, and the Court having been advised that Gary I. Amendola, of the firm Amendola, Doty, and Brumley, PLLC, represented to counsel for R.C. Worst & Company that he had no objection to the entry of such an order,

NOW, THEREFORE,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that R.C. Worst & Company be, and hereby is, dismissed in the above-entitled action, with prejudice, said dismissal to include any claims, counterclaims, cross-claims or otherwise of R.C. Worst & Company without an award of fees or costs to any party.

DATED this 2nd day of June, 2014.



MICHAEL GRIFFIN
District Court Judge

Clerk's Certificate

I hereby certify that on the 9th day of June, 2014, a true and correct copy of the foregoing was transmitted via facsimile to:

RICHARD L. STACEY
CHAD NICHOLSON
MEULEMAN MOLLERUP, LLP
755 W. Front Street, Suite 200
Boise, Idaho 83702
Attorney for R. E. Loans
Facsimile No. 208-336-9712

GARY A. FINNEY
and JOHN FINNEY

4-ORDER DISMISSING R.C. WORST & COMPANY, AND ALL CLAIMS, COUNTERCLAIMS, AND CROSS CLAIMS THEREOF PURSUANT TO ORAL OFFER OF RESOLUTION ADVANCED TO THE COURT ON MAY 28, 2014

FINNEY, FINNEY and FINNEY, PA
Old Power House Building
120 East Lake Street, Suite 317
Sandpoint ID 83864
Attorney for Defendants JV, LLC and Pucci Construction, Inc.
Facsimile No. 208-263-8211

BRENT C. FEATHERSTON
FEATHERSTON LAW FIRM, CHTD.
113 S. Second Avenue
Sandpoint ID 83864
Attorney for Defendant Pensco Trust Co. Custodian FBO Barney NG
Facsimile No. 208-263-0400

BRUCE A. ANDERSON
ELSAESSER, JARZABEK ANDERSON MARKS
ELLIOT & MACDONALD, CHTD.
P.O. Box 1049
Sandpoint ID 83864
Attorneys for Defendants Dan S. Jacobson, Sage Holdings, LLC and Stephen G. Lazar
Facsimile No. 208-667-2150

STEVEN C. WETZEL
KENNETH HUNT
JAMES, VERNON & WEEKS, PA
1626 Lincoln Way
Coeur d'Alene, Idaho 83814
Attorneys for VP, INCORPORATED and North Idaho Resorts, LLC
Facsimile No. 208-664-1684

GARY L. AMENDOLA
AMENDOLA & DOTY, PLLC
702 N. 4th Street
Coeur d'Alene ID 83814
Attorney for T-O Engineers, Inc.
Facsimile No. 208-765-1046

STANLEY J. THARP
PETER W. WARE

5-ORDER DISMISSING R.C. WORST & COMPANY, AND
ALL CLAIMS, COUNTERCLAIMS, AND CROSS CLAIMS THEREOF
PURSUANT TO ORAL OFFER OF RESOLUTION ADVANCED TO
THE COURT ON MAY 28, 2014

DAVID M. SWARTLEY
ERERLE, BERLIN, KADING, TURNBOW, & McKLVEEN
CHARTERED
1111 West Jefferson Street, Suite 530
P.O. Box 1368
Boise Idaho 82701
Facsimile No. 208-344-8542

CHARLES M. DODSON
DODSON & RAEON
1424 Sherman Avenue, Suite 300
Coeur d'Alene ID 83814
Facsimile No. 208-666-9211

R. Ann Dutson-Sater, Clerk of Court

By: 
DEPUTY CLERK

6-ORDER DISMISSING R.C. WORST & COMPANY, AND
ALL CLAIMS, COUNTERCLAIMS, AND CROSS CLAIMS THEREOF
PURSUANT TO ORAL OFFER OF RESOLUTION ADVANCED TO
THE COURT ON MAY 28, 2014

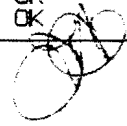
BROADCAST REPORT

TIME : 06/09/2014 14:20
 NAME : BONNER COUNTY CLERKS
 FAX : 2082651447
 TEL :
 SER.# : BROA2J348579

PAGE(S)	06
---------	----

DATE	TIME	FAX NO./NAME	DURATION	PAGE(S)	RESULT	COMMENT
06/09	14:07	12083369712	01:05	06	OK	ECM
06/09	14:09	2638211	49	06	OK	ECM
06/09	14:10	2630400	53	06	OK	ECM
06/09	14:12	12086672150	50	06	OK	ECM
06/09	14:13	12086641684	01:04	06	OK	ECM
06/09	14:15	12087651046	58	06	OK	ECM
06/09	14:17	12083448542	53	06	OK	ECM
06/09	14:19	12086669211	01:28	06	OK	ECM

BUSY: BUSY/NO RESPONSE
 NG : POOR LINE CONDITION
 CV : COVERPAGE



STATE OF IDAHO
COUNTY OF BONNER
FIRST JUDICIAL DISTRICT

2014 JUL 18 AM 10 58

CLERK DISTRICT COURT

DEPUTY

Richard L. Stacey, ISB #6800
Chad M. Nicholson, ISB #7506
McCONNELL WAGNER SYKES & STACEY^{PLLC}
755 West Front Street, Suite 200
Boise, Idaho 83702
Telephone: 208.489.0100
Facsimile: 208.489.0110
stacey@lawidaho.com
nicholson@lawidaho.com

Attorneys For R.E. Loans, LLC

**IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER**

GENESIS GOLF BUILDERS, INC.,
formerly known as National Golf
Builders, Inc., a Nevada corporation,

Plaintiff,

vs.

PEND OREILLE BONNER
DEVELOPMENT, LLC,
a Nevada limited liability company; *et al.*,

Defendants.

Case No. CV-2009-1810

**NOTICE OF CHANGE OF
FIRM AFFILIATION**

Honorable Michael J. Griffin

TO: The Clerk of the Above-Entitled Court and All Parties of Record:

NOTICE IS HEREBY GIVEN that, effective July 1, 2014, Richard L. Stacey and Chad M. Nicholson, counsel for R.E. Loans, LLC, are a member and an associate, respectively,

ORIGINAL

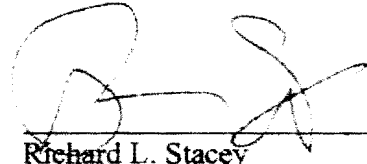
of the law firm of McConnell Wagner Sykes & Stacey PLLC. All further communications, including, without limitation, correspondence, pleadings and discovery, should be directed as follows:

Richard L. Stacey, Esq.
Chad M. Nicholson, Esq.
McConnell Wagner Sykes & Stacey PLLC
755 West Front Street, Suite 200
Boise, Idaho 83702
stacey@lawidaho.com
nicholson@lawidaho.com
Telephone: 208.489.0100
Facsimile: 208.489.0110

DATED this 15th day of July 2014.

McCONNELL WAGNER SYKES & STACEY^{PLLC}

BY:


Richard L. Stacey
Attorneys For R.E. Loans, LLC

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 15th day of July 2014, a true and correct copy of the foregoing document was served by the method indicated below upon the following party(ies):

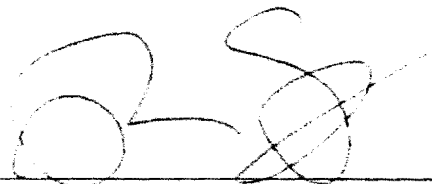
Gary I. Amendola, Esq. Amendola Doty & Brumley, PLLC 702 North 4 th Street Coeur d'Alene, Idaho 83814 Telephone: 208.664.8225 Facsimile: 208.765.1046 <i>Counsel For T-O Engineers, Inc.</i>	<input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Hand Delivered <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight Mail <input type="checkbox"/> Electronic Mail gary@adbattorneys.com
---	---

<p>Bruce A. Anderson, Esq. Elsaesser Jarzabek Anderson Elliott & MacDonald, Chtd 320 East Neider Avenue, Suite 102 Coeur d' Alene, Idaho 83815 Telephone: 208.667.2900 Facsimile: 208.667.2150 <i>Counsel For Jacobson, Lazar and Sage Holdings</i></p>	<p><input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Hand Delivered <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight Mail <input type="checkbox"/> Electronic Mail <u>brucea@ejame.com</u></p>
<p>Charles M. Dodson, Esq. Dodson & Raeon 1424 Sherman, Suite 300 Coeur d'Alene, Idaho 83814 Telephone: 208.664.1577 Facsimile: 208.666.9211 <i>Counsel For RC Worst & Company</i></p>	<p><input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Hand Delivered <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight Mail <input type="checkbox"/> Electronic Mail <u>cmdodsonlaw@gmail.com</u></p>
<p>Brent C. Featherston Featherston Law Firm, Chtd 113 South Second Avenue Sandpoint, Idaho 83864 Telephone: 208.263.6866 Facsimile: 208.263.0400 <i>Counsel For Pensco/Mortgage Fund</i></p>	<p><input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Hand Delivered <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight Mail <input type="checkbox"/> Electronic Mail <u>bcf@featherstonlaw.com</u></p>
<p>Gary A. Finney, Esq. Finney Finney & Finney, P.A. 120 East Lake Street, Suite 317 Sandpoint, Idaho 83864 Telephone: 208.263-7712 Facsimile: 208.263-8211 <i>Counsel For J.V., LLC</i></p>	<p><input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Hand Delivered <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight Mail <input type="checkbox"/> Electronic Mail <u>garyfinney@finneylaw.net</u></p>
<p>John A. Finney, Esq. Finney Finney & Finney, P.A. 120 East Lake Street, Suite 317 Sandpoint, Idaho 83864 Telephone: 208.263-7712 Facsimile: 208.263-8211 <i>Counsel For Pucci Construction/ACI Northwest</i></p>	<p><input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Hand Delivered <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight Mail <input type="checkbox"/> Electronic Mail <u>johnfinney@finneylaw.net</u></p>

<p>Stanley J. Tharp, Esq. Peter W. Ware, Esq. David M. Swartley, Esq. Eberle Berlin Kading Turnbow & McKlveen, Chtd 1111 West Jefferson Street, Suite 530 Post Office Box 1368 Boise, Idaho 83701 Telephone: 208.344.8535 Facsimile: 208.344.8542 <i>Counsel For Wells Fargo Foothill, LLC</i></p>	<p><input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Hand Delivered <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight Mail <input type="checkbox"/> Electronic Mail stharp@eberle.com pware@eberle.com dswartley@eberle.com</p>
<p>Susan P. Weeks, Esq. James, Vernon & Weeks, PA 1626 Lincoln Way Coeur d'Alene, Idaho 83814 Telephone: 208.667.0683 Facsimile: 208.664.1684 <i>Counsel For VP Incorporated/North Idaho Resorts</i></p>	<p><input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Hand Delivered <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight Mail <input type="checkbox"/> Electronic Mail sweeks@jvwlaw.net</p>

With a copy via United States Mail to:

Honorable Michael J. Griffin
Judge of the Second Judicial District
Idaho County Courthouse
320 West Main Street
Grangeville, Idaho 83530



Richard L. Stacey

STATE OF IDAHO
COUNTY OF BONNER
FIRST JUDICIAL DIST.

2014 JUL 21 AM 10 28

CLERK DISTRICT COURT

DEPUTY

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

GENESIS GOLF BUILDERS, INC.,
Formerly known as National Golf
Builders, Inc., a Nevada Corporation,

Plaintiff,

vs.

PEND OREILLE BONNER
DEVELOPMENT, LLC, a Nevada
Limited liability company, *et al.*,

Defendants.

CASE NO. CV 2009-1810

FINDINGS RE: RE LOANS, LLC's
MOTION FOR SUMMARY JUDGMENT
AGAINST ACI NORTHWEST, INC.

BACKGROUND

R.E. Loans, LLC (RE Loans) seeks summary judgment against ACI Northwest, Inc. (ACI). Both RE Loans and ACI are named defendants in this case. ACI filed a Cross-Claim against all defendants, including RE Loans.

UNDISPUTED FACTS

RE Loans made loans to Pend Oreille Bonner Development, LLC (POBD). The first loan (mortgage) was made June 14, 2006, and recorded June 19, 2006. The second loan (mortgage) was made March 6, 2007 and recorded March 15, 2007.

ACI performed work for POBD. Their initial work started December 27, 2006 and lasted until January 31, 2008. ACI recorded a claim of lien (mechanic's/materialman's lien) April 25,

FINDINGS-1

2008. ACI recorded a satisfaction and release of that lien on August 6, 2008. That release stated that their lien had been fully paid and satisfied. It also directed the County Recorder to cancel and discharge that lien.

ACI performed additional work for POBD, not covered by the time period set forth in their first mechanic's lien. ACI then recorded a second mechanic's lien on February 9, 2010. That lien claimed work from December 27, 2006 to November 12, 2009.

Both of ACI's liens refer to "infrastructure construction, including, but not limited to, installation of a water distribution system sewer effluent collection system and storm water collection system, road construction, and the installation of dry utilities."

RE Loans' mortgages and ACI's liens are secured by the property RE Loans is seeking to foreclose on.

POBD's last payment to RE Loans on November 23, 2009 left a balance due of \$278,147.65.

LEGAL STANDARD

Summary judgment is proper "if the pleadings, depositions, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." I.R.C.P. 56(c).

"All disputed facts are to be construed liberally in favor of the nonmoving party, and all reasonable inferences that can be drawn from the record are to be drawn in favor of the nonmoving party." Mackay v. Four Rivers Packing Co., 145 Idaho 408, 410, 179 P.3d 1064, 1066 (2008). If reasonable people might reach a different conclusion from conflicting inferences based on the evidence then the motion must be denied. Id. "If the evidence is conflicting on material issues or supports conflicting inferences, or if reasonable minds could reach differing conclusions, summary judgment must be denied." Doe v. Sisters of the Holy Cross, 126 Idaho 1036, 1039, 895 P.2d 1229, 1232 (Cl.App.1995).

"The burden of proving the absence of material facts is upon the moving party." (quoting Baxter v. Cranev. 135 Idaho 166, 170, 16 P.3d 263, 267 (2000)). The party opposing a motion for summary judgment "must respond to the summary judgment motion with specific facts showing there is a genuine issue for trial." Turtle v. Sudenga Indus., Inc., 125 Idaho 145, 150, 868 P.2d 473, 478 (1994). "[A] mere scintilla of evidence or only slight doubt as to the facts is insufficient to withstand summary judgment; there must be sufficient evidence upon which a jury

could reasonably return a verdict resisting the motion.” Harpole v. State, 131 Idaho 437, 439, 958 P.2d 594, 596 (1998). “[A] moving party is entitled to summary judgment when the nonmoving party fails to make a showing sufficient to establish the existence of an element essential to that party’s case on which that party will bear the burden of proof at trial.” Thomson v. Idaho Ins. Agency, Inc., 126 Idaho 527, 530-31, 887 P.2d 1034, 1037-38 (1994) (citing Celotex Corp. v. Catrett, 477 U.S. 317, 322, 106 S.Ct. 2548, 2552, 91 L.Ed.2d 265, 273 (1986)).

I.C. 45-501 provides for a lien upon land in favor of all persons performing labor or furnishing materials for construction projects on that land.

I.C. 45-506 provides that the lien in I.C. 45-501 commences upon the start of labor or beginning of the furnishing of materials, without reference to the date of the filing of the lien.

For a mechanic’s/materialman’s lien to be valid it must be verified, not acknowledged, First Federal Savings v. Riedesel Eng., 154 Idaho 626, 301 P.3d 632 (2012).

The priority date for a mortgage lien is the date it is recorded.

DISCUSSION

ACI argues that summary judgment in favor of RE Loans is not appropriate because RE Loans did not file a cross-claim against ACI regarding their competing liens.

ACI’s Answer to the plaintiff’s Complaint includes Counterclaims and Cross-Claims against all other defendants. ACI claims that its mechanic’s/materialman’s lien(s) are superior to the liens of all other parties.

RE Loans’ Answer to ACI’s Cross-Claim alleges that ACI’s first mechanic’s lien is void because it was satisfied. RE Loans also denies that ACI’s second mechanic’s lien is valid.

RE Loans is entitled to litigate the priority of ACI’s claim that its lien(s) are superior to the lien(s) of RE Loans through a Motion for Summary Judgment.

RE Loans has priority dates of June 19, 2006 and March 15, 2007 for its mortgages.

ACI’s first mechanic’s lien has a priority date of December 27, 2006. That lien is secondary in priority to RE Loan’s first mortgage, but is ahead of RE Loans’ second mortgage, unless that mechanic’s lien is no longer valid.

RE Loans argues that ACI’s first mechanic’s lien is null and void because it was satisfied and discharged on August 6, 2008. RE Loans is correct. ACI was paid in full and directed the County Recorder to cancel and discharge their first lien. That lien did not exist as of the date the satisfaction and release was recorded.

ACI then did additional work for POBD. The work was presumably similar because the description of the work in the second mechanic's lien is the same as the description of the work in the first mechanic's lien.

ACI's second mechanic's lien is invalid because it was only "acknowledged" and not "verified". The language of the two liens regarding verification is different, and the second lien does not include the necessary verification language.

RE Loans did not file a Counter-Claim or Cross-Claim seeking to foreclose their mortgage liens.

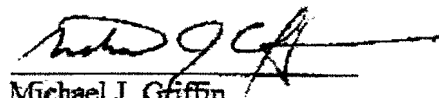
CONCLUSION

There is no dispute as to the facts that RE Loans' two mortgage liens are superior to any liens of ACI with regard to the property secured by RE Loans' mortgages. RE Loans is entitled to judgment as a matter of law that its mortgage liens are superior to any liens of ACI on the property in question.

RE Loans should be granted summary judgment declaring its mortgage liens superior to any liens of ACI.

RE Loans' request for foreclosure of its mortgages re: POBD is not properly part of their motion for summary judgment against ACI.

Dated this 21 day of July, 2014.


Michael J. Griffin
District Judge

CERTIFICATE OF MAILING

I, the undersigned Deputy Clerk of the above entitled Court, do hereby certify that a copy of the foregoing was mailed to, faxed to, or delivered by me on the 24 day of July, 2019 to:

John Finney
FINNEY FINNEY and FINNEY, P.A.
120 East Lake Street, Suite 317
Sandpoint, ID 83864

U.S. Mail
 Facsimile

Bruce A. Anderson
ELSAESSER JARZABEK ANDERSON
ELLIOTT & MACDONALD, CHTD.
320 E. Neider Ave, Suite 102
Coeur d'Alene, ID 83815

U.S. Mail
 Facsimile

Brent C. Featherston
FEATHERSTON LAW FIRM, CHTD.
113 S. Second Avenue
Sandpoint, ID 83864

U.S. Mail
 Facsimile

Gary I. Amendola
AMENDOLA & DOTY, PLLC
702 N. 4th Street
Coeur d'Alene, ID 83814

U.S. Mail
 Facsimile

Charles M. Dodson
DODSON & RAEON LAW OFFICES
1424 Sherman Avenue, Suite 300
Coeur d'Alene, ID 83814

U.S. Mail
 Facsimile

Stanley J. Tharp
Peter Ware
EBERLE, BERLIN, KADING, TURNBOW &
MCKLVEEN, CHTD.
P.O. Box 1368
Boise, ID 83701

U.S. Mail
 Facsimile

Richard Stacey
MEULEMAN MOLLERUP, LLP
755 W. Front St., Ste. 200
Boise, ID 83702

U.S. Mail
 Facsimile

Gary Finney
FINNEY FINNEY & FINNEY, P.A.
120 East Lake St., Suite 317
Sandpoint, ID 83864

U.S. Mail
 Facsimile

Susan Weeks
Steven C. Wetzel
JAMES, VERNON & WEEKS, P.A.
1626 Lincoln Way
Coeur d'Alene, ID 83814

U.S. Mail
 Facsimile

By: 
Deputy Clerk

STATE OF IDAHO
COUNTY OF BONNER
FIRST JUDICIAL DIST.

2014 JUL 21 AM 10 28

CLERK DISTRICT COURT

DERITT

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

GENESIS GOLF BUILDERS, INC.,
Formerly known as National Golf
Builders, Inc., a Nevada Corporation,

Plaintiff,

vs.

PEND OREILLE BONNER
DEVELOPMENT, LLC, a Nevada
Limited liability company, *et al.*,

Defendants.

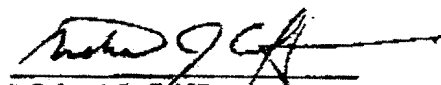
CASE NO. CV 2009-1810

JUDGMENT

Judgment is entered as follows:

The mortgage liens recorded in Bonner County, Idaho, by R.E. Loans, LLC on June 19, 2006 (#706471/706472) and March 15, 2007 (#724829/724834) are superior to the mechanics/materialman's liens filed in Bonner County, Idaho, by ACI Northwest, Inc. on April 25, 2008 (#750247) and February 9, 2010 (#787569).

Dated this 21st day of July, 2014.


Michael J. Griffin
District Judge

CERTIFICATE OF MAILING

I, the undersigned Deputy Clerk of the above entitled Court, do hereby certify that a copy of the foregoing was mailed to, faxed to, or delivered by me on the 24 day of July, 2014, to:

John Finney
FINNEY FINNEY and FINNEY, P.A.
120 East Lake Street, Suite 317
Sandpoint, ID 83864

U.S. Mail
 Facsimile

Bruce A. Anderson
ELSAESSER JARZABEK ANDERSON
ELLIOTT & MACDONALD, CHTD.
320 E. Neider Ave, Suite 102
Coeur d'Alene, ID 83815

U.S. Mail
 Facsimile

Brent C. Featherston
FEATHERSTON LAW FIRM, CHTD.
113 S. Second Avenue
Sandpoint, ID 83864

U.S. Mail
 Facsimile

Gary I. Amendola
AMENDOLA & DOTY, PLLC
702 N. 4th Street
Coeur d'Alene, ID 83814

U.S. Mail
 Facsimile

Charles M. Dodson
DODSON & RAEON LAW OFFICES
1424 Sherman Avenue, Suite 300
Coeur d'Alene, ID 83814

U.S. Mail
 Facsimile

Stanley J. Tharp
Peter Ware
EBERLE, BERLIN, KADING, TURNBOW &
MCKLVEEN, CHTD.
P.O. Box 1368
Boise, ID 83701

U.S. Mail
 Facsimile

Richard Stacey
MEULEMAN MOLLERUP, LLP
755 W. Front St., Ste. 200
Boise, ID 83702


U.S. Mail
 Facsimile

Gary Finney
FINNEY FINNEY & FINNEY, P.A.
120 East Lake St., Suite 317
Sandpoint, ID 83864

U.S. Mail
 Facsimile

Susan Weeks
Steven C. Wetzel
JAMES, VERNON & WEEKS, P.A.
1626 Lincoln Way
Coeur d'Alene, ID 83814

U.S. Mail
 Facsimile

By: 
Deputy Clerk

STATE OF IDAHO
COUNTY OF BONNER
FIRST JUDICIAL DIST.

2014 JUL 21 PM 12 59

CLERK OF DISTRICT COURT

DEPUTY

Richard L. Stacey, ISB #6800
Chad M. Nicholson, ISB #7506
McCONNELL WAGNER SYKES & STACEY ^{PLLC}
755 West Front Street, Suite 200
Boise, Idaho 83702
Telephone: 208.489.0100
Facsimile: 208.489.0110
stacey@lawidaho.com
nicholson@lawidaho.com

Attorneys For R.E. Loans, LLC [Valiant Idaho, LLC]

**IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER**

GENESIS GOLF BUILDERS, INC.,
formerly known as National Golf
Builders, Inc., a Nevada corporation,

Plaintiff,

vs.

PEND OREILLE BONNER
DEVELOPMENT, LLC,
a Nevada limited liability company; *et al.*,

Defendants.

Case No. CV-2009-1810

**MOTION TO SUBSTITUTE
VALIANT IDAHO, LLC IN PLACE OF
R.E. LOANS, LLC AS THE
REAL PARTY IN INTEREST**

Honorable Michael J. Griffin

Telephonic Hearing:

August 4, 2014 – 8:30 a.m. PDST

COMES NOW, Defendant Valiant Idaho, LLC (“Valiant”), by and through its attorneys of record, McConnell Wagner Sykes & Stacey PLLC, and, pursuant to Rules 17(a) and 25(c) of the

**MOTION TO SUBSTITUTE VALIANT IDAHO, LLC IN PLACE OF
R.E. LOANS, LLC AS THE REAL PARTY IN INTEREST - Page 1**
E:\1547.201\PLD\Substitute Valiant-Mtn 140718.doc

ORIGINAL
656

Idaho Rules of Civil Procedure (“I.R.C.P.”), moves this Court for an order substituting Valiant in the place of R.E. Loans, LLC (“R.E. Loans”) as the real party in interest.

Every civil action must be prosecuted in the name of the real party in interest. I.R.C.P. 17(a). If the original party transfers its interest, the court may, upon motion, order the transferee to be substituted as the real party in interest. I.R.C.P. 25(c).

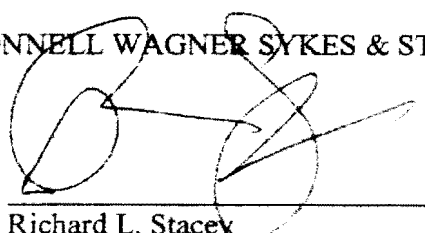
In this case, Valiant entered into an agreement with R.E. Loans, whereby Valiant received an assignment of R.E. Loans’ mortgage, promissory note and redemption right. Declaration of Richard L. Stacey in Support of Motion to Substitute [Valiant] in Place of [R.E. Loans] as the Real Party in Interest (“Stacey Declaration”), ¶¶ 2-3, Exhibit I. The claims alleged by Plaintiff Genesis Golf Builders, Inc. (“Plaintiff”) and Cross-Claimants R.C. Worst & Company and ACI Northwest, Inc. (collectively, “Cross-Claimants”) against R.E. Loans are based upon Plaintiff’s and Cross-Claimants’ allegations that their respective mechanic’s liens have priority over the mortgage that was assigned to Valiant. Thus, Valiant is now the real party in interest with respect to the claims of both Plaintiff and Cross-Claimants.

Based upon the foregoing, the Stacey Declaration and any further evidence that may be presented at the hearing on this motion, Valiant respectfully requests this Court to enter an order substituting Valiant in place of R.E. Loans as the real party in interest.

DATED this 18th day of July 2014.

McCONNELL WAGNER SYKES & STACEY^{PLLC}

BY:



Richard L. Stacey
Attorneys For Valiant Idaho, LLC

CERTIFICATE OF SERVICE

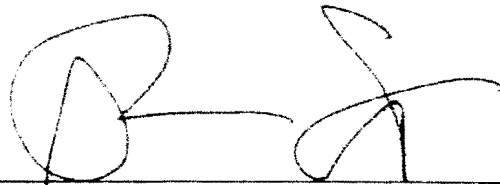
I HEREBY CERTIFY that on the 18th day of July 2014, a true and correct copy of the foregoing document was served by the method indicated below upon the following party(ies):

<p>Gary I. Amendola, Esq. Amendola Doty & Brumley, PLLC 702 North 4th Street Coeur d'Alene, Idaho 83814 Telephone: 208.664.8225 Facsimile: 208.765.1046 <i>Counsel For T-O Engineers, Inc.</i></p>	<p>[<input checked="" type="checkbox"/>] U.S. Mail [] Hand Delivered [] Facsimile [] Overnight Mail [] Electronic Mail <u>gary@adbattorneys.com</u></p>
<p>Bruce A. Anderson, Esq. Elsaesser Jarzabek Anderson Elliott & MacDonald, Chtd 320 East Neider Avenue, Suite 102 Coeur d' Alene, Idaho 83815 Telephone: 208.667.2900 Facsimile: 208.667.2150 <i>Counsel For Jacobson, Lazar and Sage Holdings</i></p>	<p>[<input checked="" type="checkbox"/>] U.S. Mail [] Hand Delivered [] Facsimile [] Overnight Mail [] Electronic Mail <u>brucea@ejame.com</u></p>
<p>Charles M. Dodson, Esq. Dodson & Raeon 1424 Sherman, Suite 300 Coeur d'Alene, Idaho 83814 Telephone: 208.664.1577 Facsimile: 208.666.9211 <i>Counsel For RC Worst & Company</i></p>	<p>[<input checked="" type="checkbox"/>] U.S. Mail [] Hand Delivered [] Facsimile [] Overnight Mail [] Electronic Mail <u>cmdodsonlaw@gmail.com</u></p>
<p>Brent C. Featherston, Esq. Featherston Law Firm, Chtd 113 South Second Avenue Sandpoint, Idaho 83864 Telephone: 208.263.6866 Facsimile: 208.263.0400 <i>Counsel For Pensco/Mortgage Fund</i></p>	<p>[<input checked="" type="checkbox"/>] U.S. Mail [] Hand Delivered [] Facsimile [] Overnight Mail [] Electronic Mail <u>bct@featherstonlaw.com</u></p>
<p>Gary A. Finney, Esq. Finney Finney & Finney, P.A. 120 East Lake Street, Suite 317 Sandpoint, Idaho 83864 Telephone: 208.263-7712 Facsimile: 208.263-8211 <i>Counsel For J.V., LLC</i></p>	<p>[<input checked="" type="checkbox"/>] U.S. Mail [] Hand Delivered [] Facsimile [] Overnight Mail [] Electronic Mail <u>garyfinney@finneylaw.net</u></p>

<p>John A. Finney, Esq. Finney Finney & Finney, P.A. 120 East Lake Street, Suite 317 Sandpoint, Idaho 83864 Telephone: 208.263-7712 Facsimile: 208.263-8211 <i>Counsel For Pucci Construction/ACI Northwest</i></p>	<p><input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Hand Delivered <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight Mail <input type="checkbox"/> Electronic Mail johnfinney@finneylaw.net</p>
<p>Stanley J. Tharp, Esq. Peter W. Ware, Esq. David M. Swartley, Esq. Eberle Berlin Kading Turnbow & McKlveen, Chtd 1111 West Jefferson Street, Suite 530 Post Office Box 1368 Boise, Idaho 83701 Telephone: 208.344.8535 Facsimile: 208.344.8542 <i>Counsel For Wells Fargo Foothill, LLC</i></p>	<p><input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Hand Delivered <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight Mail <input type="checkbox"/> Electronic Mail stharp@eberle.com pware@eberle.com dswartlev@eberle.com</p>
<p>Susan P. Weeks, Esq. James, Vernon & Weeks, PA 1626 Lincoln Way Coeur d'Alene, Idaho 83814 Telephone: 208.667.0683 Facsimile: 208.664.1684 <i>Counsel For VP Incorporated/North Idaho Resorts</i></p>	<p><input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Hand Delivered <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight Mail <input type="checkbox"/> Electronic Mail sweeks@jvwlaw.net</p>

With two copies via United States Mail to:

Honorable Michael J. Griffin
Judge of the Second Judicial District
Idaho County Courthouse
320 West Main Street
Grangeville, Idaho 83530

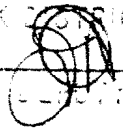


Richard L. Stacey

STATE OF IDAHO
COUNTY OF BONNER
FIRST JUDICIAL DIST.

2014 JUL 21 PM 12:53

CLERK DISTRICT COURT



Richard L. Stacey, ISB #6800
Chad M. Nicholson, ISB #7506
McCONNELL WAGNER SYKES & STACEY ^{PLLC}
755 West Front Street, Suite 200
Boise, Idaho 83702
Telephone: 208.489.0100
Facsimile: 208.489.0110
stacey@lawidaho.com
nicholson@lawidaho.com

Attorneys For R.E. Loans, LLC [Valiant Idaho, LLC]

**IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER**

GENESIS GOLF BUILDERS, INC.,
formerly known as National Golf
Builders, Inc., a Nevada corporation,

Plaintiff,

vs.

PEND OREILLE BONNER
DEVELOPMENT, LLC,
a Nevada limited liability company; *et al.*,

Defendants.

Case No. CV-2009-1810

**DECLARATION OF
RICHARD L. STACEY IN SUPPORT
OF MOTION TO SUBSTITUTE
VALIANT IDAHO, LLC IN PLACE OF
R.E. LOANS, LLC AS THE
REAL PARTY IN INTEREST**

Honorable Michael J. Griffin

Telephonic Hearing:
August 4, 2014 – 8:30 a.m. PDST

Pursuant to Rule 7(d) of the Idaho Rules of Civil Procedure and Idaho Code § 9-1406,

Richard L. Stacey declares as follows:

**DECLARATION OF RICHARD L. STACEY IN SUPPORT OF
MOTION TO SUBSTITUTE VALIANT IDAHO, LLC IN PLACE OF
R.E. LOANS, LLC AS THE REAL PARTY IN INTEREST - Page 1**

E:\1547.201\PLD\Substitute Valiant-RLS Dec 140718.doc

ORIGINAL
660

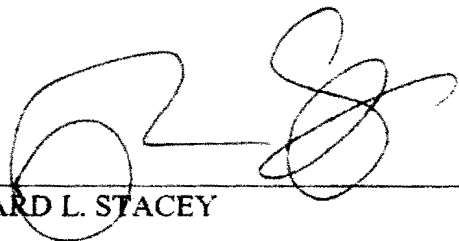
1. I am an attorney at law duly licensed to practice before this Court, and all Courts in the State of Idaho. I am member of the law firm of McConnell Wagner Sykes & Stacey PLLC, attorneys for R.E. Loans, LLC (“R.E. Loans”) and Valiant Idaho, LLC (“Valiant”). I make this Declaration in support of the Motion to Substitute [Valiant] in Place of [R.E. Loans] as the Real Party In Interest (“Motion”) filed concurrently and upon my personal knowledge.

2. As more particularly set forth in the Motion, Valiant entered into an agreement with R.E. Loans, whereby Valiant received an assignment of R.E. Loans’ mortgage, promissory note and redemption right.

3. Attached hereto as Exhibit 1 is a true and correct copy of the Assignment of Mortgage, Note and Redemption Right recorded July 7, 2014, as Instrument No. 861388, Records of Bonner County, Idaho.

I HEREBY CERTIFY AND DECLARE, under penalty of perjury pursuant to the laws of the State of Idaho, that the foregoing is true and correct.

DATED this 18th day of July 2014.



RICHARD L. STACEY

CERTIFICATE OF SERVICE

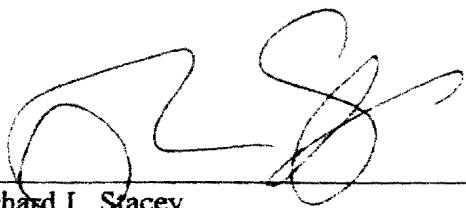
I HEREBY CERTIFY that on the 18th day of July 2014, a true and correct copy of the foregoing document was served by the method indicated below upon the following party(ies):

<p>Gary I. Amendola, Esq. Amendola Doty & Brumley, PLLC 702 North 4th Street Coeur d'Alene, Idaho 83814 Telephone: 208.664.8225 Facsimile: 208.765.1046 <i>Counsel For T-O Engineers, Inc.</i></p>	<p>[<input checked="" type="checkbox"/>] U.S. Mail [] Hand Delivered [] Facsimile [] Overnight Mail [] Electronic Mail <u>gary@adbattorneys.com</u></p>
<p>Bruce A. Anderson, Esq. Elsaesser Jarzabek Anderson Elliott & MacDonald, Chtd 320 East Neider Avenue, Suite 102 Coeur d' Alene, Idaho 83815 Telephone: 208.667.2900 Facsimile: 208.667.2150 <i>Counsel For Jacobson, Lazar and Sage Holdings</i></p>	<p>[<input checked="" type="checkbox"/>] U.S. Mail [] Hand Delivered [] Facsimile [] Overnight Mail [] Electronic Mail <u>brucea@ejame.com</u></p>
<p>Charles M. Dodson, Esq. Dodson & Raeon 1424 Sherman, Suite 300 Coeur d'Alene, Idaho 83814 Telephone: 208.664.1577 Facsimile: 208.666.9211 <i>Counsel For RC Worst & Company</i></p>	<p>[<input checked="" type="checkbox"/>] U.S. Mail [] Hand Delivered [] Facsimile [] Overnight Mail [] Electronic Mail <u>cmdodsonlaw@gmail.com</u></p>
<p>Brent C. Featherston, Esq. Featherston Law Firm, Chtd 113 South Second Avenue Sandpoint, Idaho 83864 Telephone: 208.263.6866 Facsimile: 208.263.0400 <i>Counsel For Pensco/Mortgage Fund</i></p>	<p>[<input checked="" type="checkbox"/>] U.S. Mail [] Hand Delivered [] Facsimile [] Overnight Mail [] Electronic Mail <u>bcf@featherstonlaw.com</u></p>
<p>Gary A. Finney, Esq. Finney Finney & Finney, P.A. 120 East Lake Street, Suite 317 Sandpoint, Idaho 83864 Telephone: 208.263-7712 Facsimile: 208.263-8211 <i>Counsel For J.V., LLC</i></p>	<p>[<input checked="" type="checkbox"/>] U.S. Mail [] Hand Delivered [] Facsimile [] Overnight Mail [] Electronic Mail <u>garyfinney@finnevlaw.net</u></p>

<p>John A. Finney, Esq. Finney Finney & Finney, P.A. 120 East Lake Street, Suite 317 Sandpoint, Idaho 83864 Telephone: 208.263-7712 Facsimile: 208.263-8211 <i>Counsel For Pucci Construction/ACI Northwest</i></p>	<p><input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Hand Delivered <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight Mail <input type="checkbox"/> Electronic Mail <u>johnfinney@finneylaw.net</u></p>
<p>Stanley J. Tharp, Esq. Peter W. Ware, Esq. David M. Swartley, Esq. Eberle Berlin Kading Turnbow & McKlveen, Chtd 1111 West Jefferson Street, Suite 530 Post Office Box 1368 Boise, Idaho 83701 Telephone: 208.344.8535 Facsimile: 208.344.8542 <i>Counsel For Wells Fargo Foothill, LLC</i></p>	<p><input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Hand Delivered <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight Mail <input type="checkbox"/> Electronic Mail <u>stharp@eberle.com</u> <u>pware@eberle.com</u> <u>dswartley@eberle.com</u></p>
<p>Susan P. Weeks, Esq. James, Vernon & Weeks, PA 1626 Lincoln Way Coeur d'Alene, Idaho 83814 Telephone: 208.667.0683 Facsimile: 208.664.1684 <i>Counsel For VP Incorporated/North Idaho Resorts</i></p>	<p><input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Hand Delivered <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight Mail <input type="checkbox"/> Electronic Mail <u>sweeks@jvwlaw.net</u></p>

With two copies via United States Mail to:

Honorable Michael J. Griffin
 Judge of the Second Judicial District
 Idaho County Courthouse
 320 West Main Street
 Grangeville, Idaho 83530



 Richard L. Stacey

THIS INSTRUMENT FILED FOR RECORD BY
FIRST AMERICAN TITLE COMPANY AS AN
ACCOMMODATION. IT HAS NOT BEEN
EXAMINED AS TO ITS EXECUTION OR AS
TO ITS EFFECT UPON THE TITLE.

E-RECORDED simplifile
ID: 861388
County: Bonner
Date: 7-7-14 Time: 12:09PM

WHEN RECORDED RETURN TO:

Valiant Idaho, LLC
916 Greenlawn
Celebration, FL 34747

Document Title: Assignment of Mortgage and Note
Assignor: R.E. Loans, LLC
Assignee: Valiant Idaho, LLC

**ASSIGNMENT OF MORTGAGE
NOTE
AND
REDEMPTION RIGHT**

THIS ASSIGNMENT OF MORTGAGE, NOTE AND REDEMPTION RIGHT (this "**Assignment**") is made by R.E. Loans, LLC, a California limited liability company ("**Assignor**"), in favor of Valiant Idaho, LLC, an Idaho limited liability company ("**Assignee**"), as follows:

FOR VALUE RECEIVED, Assignor hereby assigns, conveys and transfers to Assignee, WITHOUT REPRESENTATION, WARRANTY OR RECOURSE, all of Assignor's right, title, and interest in and to that certain Mortgage, Assignment of Rents, Security Agreement, and Fixture Filing dated March 6, 2007, executed by Pend Oreille Bonner Development, LLC, a Nevada limited liability company, in favor of R.E. Loans, LLC, and recorded on March 15, 2007, in Bonner County, Idaho, as Instrument No. 724829, and re-recorded on March 15, 2007 in Bonner County, Idaho, as Instrument No. 724834 (the "**Mortgage**").

TOGETHER WITH the note or notes and all other indebtedness secured thereby, and all of the following items, to the extent any such item exists: (i) all guaranties of the foregoing, (ii) all other documents and instruments executed in connection therewith, (iii) all title insurance commitments and title insurance policies issued, or hereafter issued, by any title insurer insuring the lien of the Mortgage, (iv) all rights with respect to escrow deposits, (v) all modifications, supplements or advances made in connection with the foregoing, (vi) all monies due and to become due thereon, and (vii) all rights accrued or to accrue under the foregoing;



AND TOGETHER WITH any and all rights of redemption under Idaho Code § 63-1007 from the Tax Deed to the Bonner County, Idaho, recorded May 22, 2014 as Instrument No. 859659, records of Bonner County, Idaho as a party in interest resulting from being the holder the Mortgage.

1. The provisions of this Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee and their successors and assigns.

2. This Assignment is being delivered pursuant to that certain Agreement for Sale of Promissory Note and Assignment of Security Interests, dated as of June 13, 2014, as amended, restated, supplemented, or otherwise modified from time to time, between Assignor and Assignee.

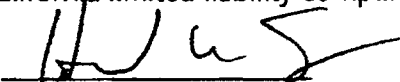
3. If any provision of this Assignment or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent under applicable law, the remainder of this Assignment and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

4. This Assignment shall be interpreted, construed and enforced according to the laws of the state of Idaho, in which the real property encumbered by the Mortgage is located.

5. Neither this Assignment nor any provisions hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

DATED this 1st day of July, 2014.

R.E. LOANS, LLC,
a California limited liability company

By: 

Name: Howard Marc Spector

Title: Attorney-in-Fact

STATE OF TEXAS)
)ss
COUNTY OF DALLAS)

I hereby certify that I know or have satisfactory evidence that Howard Marc Spector, in his capacity as Attorney-in-Fact for R.E. Loans, LLC, a California limited liability company, is the person who appeared before me and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act, on behalf of such entity, for the uses and purposes mentioned in this instrument.

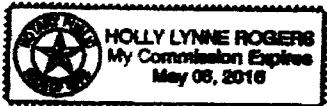
Dated: July 1, 2014

Holly Lynne Rogers
Notary Public for the State of Texas

Print Name: Holly Lynne Rogers

Residing at: 12770 Coit Rd #1100, Dallas, TX 75251

My commission expires 5-8-16



STATE OF IDAHO
COUNTY OF BONNER
FIRST JUDICIAL DIST.

2014 AUG 7 PM 12:20

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

GENESIS GOLF BUILDERS, INC.,
formerly known as National Golf
Builders, Inc., a Nevada corporation,

Plaintiff,

vs.

PEND OREILLE BONNER
DEVELOPMENT, LLC,
a Nevada limited liability company; *et al.*,

Defendants.

Case No. CV-2009-1810

**ORDER SUBSTITUTING
VALIANT IDAHO, LLC IN PLACE OF
R.E. LOANS, LLC AS THE
REAL PARTY IN INTEREST**

Honorable Michael J. Griffin

Defendant Valiant Idaho, LLC's ("Valiant") Motion to Substitute [Valiant] in Place of R.E. Loans, LLC ["R.E. Loans"] as the Real Party in Interest ("Motion") having come regularly before this Court; and having considered the evidence presented and good cause appearing therefor;

IT IS HEREBY ORDERED that Valiant's Motion is *granted*. In so doing, Valiant, as the real party in interest, shall hereinafter be, and is substituted in the place of R.E. Loans as, a named Defendant in this action.

DATED this 6th day of August 2014.



Honorable Michael J. Griffin
District Court Judge

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 7 day of August 2014, a true and correct copy of the foregoing document was served by the method indicated below upon the following party(ies):

<p>Gary I. Amendola, Esq. Amendola Doty & Brumley, PLLC 702 North 4th Street Coeur d'Alene, Idaho 83814 Telephone: 208.664.8225 Facsimile: 208.765.1046 <i>Counsel For T-O Engineers, Inc.</i></p>	<p><input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Hand Delivered <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight Mail <input type="checkbox"/> Electronic Mail <u>gary@adbattorneys.com</u></p>
<p>Bruce A. Anderson, Esq. Elsaesser Jarzabek Anderson Elliott & MacDonald, Chtd 320 East Neider Avenue, Suite 102 Coeur d'Alene, Idaho 83815 Telephone: 208.667.2900 Facsimile: 208.667.2150 <i>Counsel For Jacobson, Lazar and Sage Holdings</i></p>	<p><input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Hand Delivered <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight Mail <input type="checkbox"/> Electronic Mail <u>brucea@ejame.com</u></p>
<p>Charles M. Dodson, Esq. Dodson & Raeon 1424 Sherman, Suite 300 Coeur d'Alene, Idaho 83814 Telephone: 208.664.1577 Facsimile: 208.666.9211 <i>Counsel For RC Worst & Company</i></p>	<p><input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Hand Delivered <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight Mail <input type="checkbox"/> Electronic Mail <u>cmdodsonlaw@gmail.com</u></p>
<p>Brent C. Featherston, Esq. Featherston Law Firm, Chtd 113 South Second Avenue Sandpoint, Idaho 83864 Telephone: 208.263.6866 Facsimile: 208.263.0400 <i>Counsel For Pensco/Mortgage Fund</i></p>	<p><input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Hand Delivered <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight Mail <input type="checkbox"/> Electronic Mail <u>bcf@featherstonlaw.com</u></p>
<p>Gary A. Finney, Esq. Finney Finney & Finney, P.A. 120 East Lake Street, Suite 317 Sandpoint, Idaho 83864 Telephone: 208.263-7712 Facsimile: 208.263-8211 <i>Counsel For J.V., LLC</i></p>	<p><input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Hand Delivered <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight Mail <input type="checkbox"/> Electronic Mail <u>garyfinnev@finneylaw.net</u></p>

<p>John A. Finney, Esq. Finney Finney & Finney, P.A. 120 East Lake Street, Suite 317 Sandpoint, Idaho 83864 Telephone: 208.263-7712 Facsimile: 208.263-8211 <i>Counsel For Pucci Construction/ACI Northwest</i></p>	<p><input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Hand Delivered <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight Mail <input type="checkbox"/> Electronic Mail johnfinney@finneylaw.net</p>
<p>Stanley J. Tharp, Esq. Peter W. Ware, Esq. David M. Swartley, Esq. Eberle Berlin Kading Turnbow & McKlveen, Chtd 1111 West Jefferson Street, Suite 530 Post Office Box 1368 Boise, Idaho 83701 Telephone: 208.344.8535 Facsimile: 208.344.8542 <i>Counsel For Wells Fargo Foothill, LLC</i></p>	<p><input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Hand Delivered <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight Mail <input type="checkbox"/> Electronic Mail stharp@eberle.com pware@eberle.com dswartley@eberle.com</p>
<p>Susan P. Weeks, Esq. James, Vernon & Weeks, PA 1626 Lincoln Way Coeur d'Alene, Idaho 83814 Telephone: 208.667.0683 Facsimile: 208.664.1684 <i>Counsel For VP Incorporated/North Idaho Resorts</i></p>	<p><input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Hand Delivered <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight Mail <input type="checkbox"/> Electronic Mail sweeks@jvwlaw.net</p>
<p>Richard L. Stacey, Esq. McConnell Wagner Sykes & Stacey PLLC 755 West Front Street, Suite 200 Boise, Idaho 83702 Telephone: 208.489.0100 Facsimile: 208.489.0110 <i>Counsel For Valiant Idaho, LLC</i></p>	<p><input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Hand Delivered <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight Mail <input type="checkbox"/> Electronic Mail stacey@lawidaho.com</p>

[Handwritten Signature]
 Clerk of the Court - Deputy

cc: to Judge Griffin
 8-21-14

STATE OF IDAHO
COUNTY OF BONNER
FIRST JUDICIAL DIST.

2014 JUL 21 PM 12 59

CLERK OF DISTRICT COURT
DEPUTY

Richard L. Stacey, ISB #6800
Chad M. Nicholson, ISB #7506
McCONNELL WAGNER SYKES & STACEY ^{PLLC}
755 West Front Street, Suite 200
Boise, Idaho 83702
Telephone: 208.489.0100
Facsimile: 208.489.0110
stacey@lawidaho.com
nicholson@lawidaho.com

Attorneys For R.E. Loans, LLC [Valiant Idaho, LLC]

**IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER**

GENESIS GOLF BUILDERS, INC.,
formerly known as National Golf
Builders, Inc., a Nevada corporation,

Plaintiff,

vs.

PEND OREILLE BONNER
DEVELOPMENT, LLC,
a Nevada limited liability company; *et al.*,

Defendants.

Case No. CV-2009-1810

**MOTION TO SUBSTITUTE
VALIANT IDAHO, LLC IN PLACE OF
R.E. LOANS, LLC AS THE
REAL PARTY IN INTEREST**

Honorable Michael J. Griffin

**Telephonic Hearing:
August 4, 2014 – 8:30 a.m. PDST**

COMES NOW, Defendant Valiant Idaho, LLC (“Valiant”), by and through its attorneys of record, McConnell Wagner Sykes & Stacey PLLC, and, pursuant to Rules 17(a) and 25(c) of the

Idaho Rules of Civil Procedure (“I.R.C.P.”), moves this Court for an order substituting Valiant in the place of R.E. Loans, LLC (“R.E. Loans”) as the real party in interest.

Every civil action must be prosecuted in the name of the real party in interest. I.R.C.P. 17(a). If the original party transfers its interest, the court may, upon motion, order the transferee to be substituted as the real party in interest. I.R.C.P. 25(c).

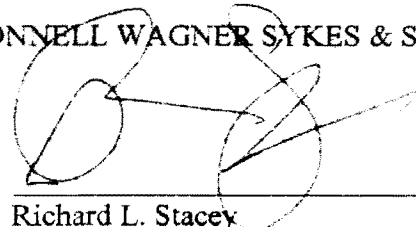
In this case, Valiant entered into an agreement with R.E. Loans, whereby Valiant received an assignment of R.E. Loans’ mortgage, promissory note and redemption right. Declaration of Richard L. Stacey in Support of Motion to Substitute [Valiant] in Place of [R.E. Loans] as the Real Party in Interest (“Stacey Declaration”), ¶¶ 2-3, Exhibit 1. The claims alleged by Plaintiff Genesis Golf Builders, Inc. (“Plaintiff”) and Cross-Claimants R.C. Worst & Company and ACI Northwest, Inc. (collectively, “Cross-Claimants”) against R.E. Loans are based upon Plaintiff’s and Cross-Claimants’ allegations that their respective mechanic’s liens have priority over the mortgage that was assigned to Valiant. Thus, Valiant is now the real party in interest with respect to the claims of both Plaintiff and Cross-Claimants.

Based upon the foregoing, the Stacey Declaration and any further evidence that may be presented at the hearing on this motion, Valiant respectfully requests this Court to enter an order substituting Valiant in place of R.E. Loans as the real party in interest.

DATED this 18th day of July 2014.

McCONNELL WAGNER SYKES & STACEY^{PLLC}

BY:



Richard L. Stacey
Attorneys For Valiant Idaho, LLC

CERTIFICATE OF SERVICE

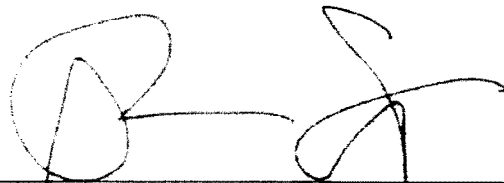
I HEREBY CERTIFY that on the 18th day of July 2014, a true and correct copy of the foregoing document was served by the method indicated below upon the following party(ies):

<p>Gary I. Amendola, Esq. Amendola Doty & Brumley, PLLC 702 North 4th Street Coeur d'Alene, Idaho 83814 Telephone: 208.664.8225 Facsimile: 208.765.1046 <i>Counsel For T-O Engineers, Inc.</i></p>	<p>[<input checked="" type="checkbox"/>] U.S. Mail [] Hand Delivered [] Facsimile [] Overnight Mail [] Electronic Mail <u>gary@adbattorneys.com</u></p>
<p>Bruce A. Anderson, Esq. Elsaesser Jarzabek Anderson Elliott & MacDonald, Chtd 320 East Neider Avenue, Suite 102 Coeur d' Alene, Idaho 83815 Telephone: 208.667.2900 Facsimile: 208.667.2150 <i>Counsel For Jacobson, Lazar and Sage Holdings</i></p>	<p>[<input checked="" type="checkbox"/>] U.S. Mail [] Hand Delivered [] Facsimile [] Overnight Mail [] Electronic Mail <u>brucea@ejame.com</u></p>
<p>Charles M. Dodson, Esq. Dodson & Raeon 1424 Sherman, Suite 300 Coeur d'Alene, Idaho 83814 Telephone: 208.664.1577 Facsimile: 208.666.9211 <i>Counsel For RC Worst & Company</i></p>	<p>[<input checked="" type="checkbox"/>] U.S. Mail [] Hand Delivered [] Facsimile [] Overnight Mail [] Electronic Mail <u>cmdodsonlaw@gmail.com</u></p>
<p>Brent C. Featherston, Esq. Featherston Law Firm, Chtd 113 South Second Avenue Sandpoint, Idaho 83864 Telephone: 208.263.6866 Facsimile: 208.263.0400 <i>Counsel For Pensco/Mortgage Fund</i></p>	<p>[<input checked="" type="checkbox"/>] U.S. Mail [] Hand Delivered [] Facsimile [] Overnight Mail [] Electronic Mail <u>bcf@featherstonlaw.com</u></p>
<p>Gary A. Finney, Esq. Finney Finney & Finney, P.A. 120 East Lake Street, Suite 317 Sandpoint, Idaho 83864 Telephone: 208.263-7712 Facsimile: 208.263-8211 <i>Counsel For J.V., LLC</i></p>	<p>[<input checked="" type="checkbox"/>] U.S. Mail [] Hand Delivered [] Facsimile [] Overnight Mail [] Electronic Mail <u>garyfinney@finneylaw.net</u></p>

<p>John A. Finney, Esq. Finney Finney & Finney, P.A. 120 East Lake Street, Suite 317 Sandpoint, Idaho 83864 Telephone: 208.263-7712 Facsimile: 208.263-8211 <i>Counsel For Pucci Construction/ACI Northwest</i></p>	<p><input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Hand Delivered <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight Mail <input type="checkbox"/> Electronic Mail <u>johnfinney@finneylaw.net</u></p>
<p>Stanley J. Tharp, Esq. Peter W. Ware, Esq. David M. Swartley, Esq. Eberle Berlin Kading Turnbow & McKlveen, Chtd 1111 West Jefferson Street, Suite 530 Post Office Box 1368 Boise, Idaho 83701 Telephone: 208.344.8535 Facsimile: 208.344.8542 <i>Counsel For Wells Fargo Foothill, LLC</i></p>	<p><input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Hand Delivered <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight Mail <input type="checkbox"/> Electronic Mail <u>stharp@eberle.com</u> <u>pware@eberle.com</u> <u>dswartley@eberle.com</u></p>
<p>Susan P. Weeks, Esq. James, Vernon & Weeks, PA 1626 Lincoln Way Coeur d'Alene, Idaho 83814 Telephone: 208.667.0683 Facsimile: 208.664.1684 <i>Counsel For VP Incorporated/North Idaho Resorts</i></p>	<p><input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Hand Delivered <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight Mail <input type="checkbox"/> Electronic Mail <u>sweeks@jvwlaw.net</u></p>

With two copies via United States Mail to:

Honorable Michael J. Griffin
 Judge of the Second Judicial District
 Idaho County Courthouse
 320 West Main Street
 Grangeville, Idaho 83530



Richard L. Stacey