



PioneerTitleCo.

GOING BEYOND

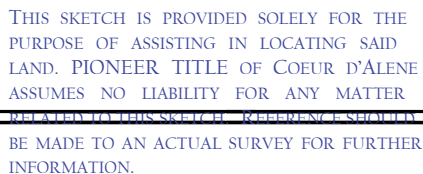
100 Wallace Ave. Coeur d'Alene, ID 83814

Tel: (208)664-8254 Fax: (208)664-9479

Sentry Dynamics, Inc. and its customers make no representations, warranties or conditions, express or implied, as to the accuracy or completeness of information contained in this report.

geoAdvantage

www.digitshare.org 208.777.1252



* SEE NOTE

0-4440

* SEE NOTE

250.00

GOVT
LOT 1
34.35 Ac

CROW'S NEST RD

#1332

3100
5.043 Ac

#6920

#160
270
16.53

Lacon Tracts

0-4400

* SEE NOTE

Note:

Shoreline depiction for illustrative purposes only, property lines assumed to extend to ordinary mean high water mark for assessment purposes unless otherwise noted.

PT #1333 EX TAX#S
3850 3.521 Ac

1973345

1903910

EXHIBIT A

A PARCEL OF LAND LOCATED IN THE COUNTY OF KOOTENAI, STATE OF IDAHO, AND KNOWN AS:

BEING LOT NUMBER 6, BLOCK 2, IN LACON TRACTS, AS SHOWN IN THE RECORDED PLAT/MAP THEREOF IN BOOK "D", PAGE 143, OF KOOTENAI COUNTY RECORDS.

Permanent Parcel Number: 044000028060

RICHARD S. OLSEN, A SINGLE MAN AND GISELE E. MAGNUSON,
SINGLE WOMAN

1700 EAST RUSSELL ROAD, HARRISON ID 83833

Loan Reference Number : 20042331228350/3000300757

First American Order No: 6142915

Identifier: ELS

EXHIBIT A

A PARCEL OF LAND LOCATED IN THE COUNTY OF KOOTENAI, STATE OF IDAHO, AND KNOWN AS:

BEING LOT NUMBER 6, BLOCK 2, IN LACON TRACTS, AS SHOWN IN THE RECORDED PLAT/MAP THEREOF IN BOOK "D", PAGE 173 OF KOOTENAI COUNTY RECORDS.

Permanent Parcel Number: 044000020060
RICHARD S. OLSEN, A SINGLE MAN AND GISELE E. MAGNUSON,
SINGLE WOMAN

1700 EAST RUSSELL ROAD, HARRISON ID 83833
Loan Reference Number : 20042331228350/3000300757
First American Order No: 6142915
Identifier: ELS



1973345

1903910

SIGNATURES: By signing below, Grantor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Grantor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

Richard S. Olsen 08-27-04
(Signature) RICHARD S OLSEN (Date)

Gisele E Magnuson 8-27-04
(Signature) GISELE E MAGNUSON (Date)

ACKNOWLEDGMENT:

STATE OF Idaho, COUNTY OF Kootenai } ss.
On this 27th day of August, 2004, before me, a Notary Public, personally appeared
RICHARD S OLSEN AND GISELE E MAGNUSON

(Individual)

known or identified to me (or proved to me on the oath of), to be the person(s) whose name is subscribed to the within instrument, and acknowledged to me that she/he/they executed the same.

My commission expires: 4-10-07

(Seal)

Joanna Dahlkey
(Notary Public)

JOANNA DAHLKEY

Notary Public
State of Idaho

REQUEST FOR RECONVEYANCE

(Not to be completed until paid in full)

TO TRUSTEE:

The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel this Deed of Trust, which is delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

(Authorized Bank Signature)

Date

1973345

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13. **JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Grantor signs this Security Instrument but does not sign an evidence of debt, Grantor does so only to mortgage Grantor's interest in the Property to secure payment of the Secured Debt and Grantor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Grantor, Grantor agrees to waive any rights that may prevent Lender from bringing any action or claim against Grantor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Grantor and Lender.
14. **SEVERABILITY; INTERPRETATION.** This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.
15. **SUCCESSOR TRUSTEE.** Lender, at Lender's option, may from time to time remove Trustee and appoint a successor trustee without any other formality than the designation in writing. The successor trustee, without conveyance of the Property, shall succeed to all the title, power and duties conferred upon Trustee by this Security Instrument and applicable law.
16. **NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one grantor will be deemed to be notice to all grantors.
17. **WAIVERS.** Except to the extent prohibited by law, Grantor waives all rights to homestead exemption, appraisalment and the marshalling of liens and assets relating to the Property.
18. **DECLARATION.** Grantor declares that the Property is either not more than forty acres in area or that the Property is located within an incorporated city or village.
19. **LINE OF CREDIT.** The Secured Debt includes a revolving line of credit. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.
20. **APPLICABLE LAW.** This Security Instrument is governed by the laws as agreed to in the Secured Debt, except to the extent required by the laws of the jurisdiction where the Property is located, and applicable federal laws and regulations.
21. **RIDERS.** The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument.

[Check all applicable boxes]

☐ Assignment of Leases and Rents ☐ Other

22. ☐ ADDITIONAL TERMS.

Executive Officers. Any Borrower is an executive officer of Lender or an affiliate and such Borrower becomes indebted to Lender or another lender in an aggregate amount greater than the amount permitted under federal laws and regulations.

9. **REMEDIES ON DEFAULT.** In addition to any other remedy available under the terms of this Security Instrument, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Grantor is in default. In some instances, federal and state law will require Lender to provide Grantor with notice of the right to cure, or other notices and may establish time schedules for foreclosure actions.

At the option of the Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter.

If there is a default, Trustee shall, at the request of the Lender, advertise and sell the Property as a whole or in separate parcels at public auction to the highest bidder for cash and convey absolute title free and clear of all right, title and interest of Grantor at such time and place as Trustee designates.

Trustee shall give notice of sale including the time, terms and place of sale and a description of the Property to be sold as required by the applicable law in effect at the time of proposed sale.

Upon sale of the Property and to the extent not prohibited by law, Trustee shall make and deliver a deed to the Property sold which conveys absolute title to the purchaser, and after first paying all fees, charges and costs, shall pay to Lender all moneys advanced for repairs, taxes, insurance, liens, assessments and prior encumbrances and interest thereon, and the principal and interest on the Secured Debt, paying the surplus, if any, to Grantor. Lender may purchase the Property. The recitals in any deed of conveyance shall be prima facie evidence of the facts set forth therein.

The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Grantor's default, Lender does not waive Lender's right to later consider the event a default if it happens again.

10. **EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS.** If Grantor breaches any covenant in this Security Instrument, Grantor agrees to pay all expenses Lender incurs in performing such covenants or protecting its security interest in the Property. Such expenses include, but are not limited to, fees incurred for inspecting, preserving, or otherwise protecting the Property and Lender's security interest. These expenses are payable on demand and will bear interest from the date of payment until paid in full at the highest rate of interest in effect as provided in the terms of the Secured Debt. Grantor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, reasonable attorneys' fees, upon default and referral to an attorney who is not a salaried employee of the Lender, court costs, and other legal expenses. To the extent permitted by the United States Bankruptcy Code, Grantor agrees to pay the reasonable attorneys' fees Lender incurs to collect the Secured Debt as awarded by any court exercising jurisdiction under the Bankruptcy Code. This Security Instrument shall remain in effect until released. Grantor agrees to pay for any recordation costs of such release.

11. **ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law.

Grantor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
 - B. Except as previously disclosed and acknowledged in writing to Lender, Grantor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.
 - C. Grantor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Grantor shall take all necessary remedial action in accordance with any Environmental Law.
 - D. Grantor shall immediately notify Lender in writing as soon as Grantor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.
12. **ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Grantor will not be required to pay to Lender funds for taxes and insurance in escrow.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Grantor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Grantor will in no way rely on Lender's inspection.

Authority to Perform. If Grantor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Grantor appoints Lender as attorney in fact to sign Grantor's name or pay any amount necessary for performance. Lender's right to perform for Grantor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument.

Leaseholds; Condominiums; Planned Unit Developments. Grantor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Grantor will perform all of Grantor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

Condemnation. Grantor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Grantor authorizes Lender to intervene in Grantor's name in any of the above described actions or claims. Grantor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

Insurance. Grantor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. What Lender requires pursuant to the preceding sentence may change during the term of the loan. The insurance carrier providing the insurance shall be chosen by Grantor subject to Lender's approval, which shall not be unreasonably withheld. If Grantor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Grantor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Grantor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Grantor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Grantor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Grantor. If the Property is acquired by Lender, Grantor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

Financial Reports and Additional Documents. Grantor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Grantor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Grantor's obligations under this Security Instrument and Lender's lien status on the Property.

6. **WARRANTY OF TITLE.** Grantor warrants that Grantor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to irrevocably grant, bargain, sell and convey the Property to Trustee, in trust, with power of sale. Grantor also warrants that the Property is unencumbered, except for encumbrances of record.
7. **DUE ON SALE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, a transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable.
8. **DEFAULT.** Grantor will be in default if any of the following occur:
 Payments. Any Consumer Borrower on any Secured Debt that is an open end home equity plan fails to make a payment when due.

Property. Any action or inaction by the Borrower or Grantor occurs that adversely affects the Property or Lender's rights in the Property. This includes, but is not limited to, the following: (a) Grantor fails to maintain required insurance on the Property; (b) Grantor transfers the Property; (c) Grantor commits waste or otherwise destructively uses or fails to maintain the Property such that the action or inaction adversely affects Lender's security; (d) Grantor fails to pay taxes on the Property or otherwise fails to act and thereby causes a lien to be filed against the Property that is senior to the lien of this Security Instrument; (e) a sole Grantor dies; (f) if more than one Grantor, any Grantor dies and Lender's security is adversely affected; (g) the Property is taken through eminent domain; (h) a judgment is filed against Grantor and subjects Grantor and the Property to action that adversely affects Lender's interest; or (i) a prior lienholder forecloses on the Property and as a result, Lender's interest is adversely affected.

1903910

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$119,000.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.
4. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:
 - A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. *(You must specifically identify the debt(s) secured and you should include the final maturity date of such debt(s).)*

B. All future advances from Lender to Grantor or other future obligations of Grantor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Grantor in favor of Lender after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Grantor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Grantor, or any one or more Grantor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.

C. All other obligations Grantor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Grantor and Lender.

D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

In the event that Lender fails to provide any necessary notice of the right of rescission with respect to any additional indebtedness secured under paragraph B of this Section, Lender waives any subsequent security interest in the Grantor's principal dwelling that is created by this Security Instrument (but does not waive the security interest for the debts referenced in paragraph A of this Section).

5. **DEED OF TRUST COVENANTS.** Grantor agrees that the covenants in this section are material obligations under the Secured Debt and this Security Instrument. If Grantor breaches any covenant in this section, Lender may refuse to make additional extensions of credit and reduce the credit limit. By not exercising either remedy on Grantor's breach, Lender does not waive Lender's right to later consider the event a breach if it happens again.

Payments. Grantor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument. If any note evidencing the Secured Debt contains a variable rate feature, Grantor acknowledges that the interest rate, payment terms or balance due on the loan may be indexed, adjusted, renewed or renegotiated.

Prior Security Interests. With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Grantor agrees to make all payments when due and to perform or comply with all covenants. Grantor also agrees not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written approval.

Claims Against Title. Grantor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Grantor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Grantor's payment. Grantor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Grantor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Grantor may have against parties who supply labor or materials to maintain or improve the Property.

Property Condition, Alterations and Inspection. Grantor will keep the Property in good condition and make all repairs that are reasonably necessary. Grantor shall not commit or allow any waste, impairment, or deterioration of the Property. Grantor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Grantor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Grantor will notify Lender of all demands, proceedings, claims, and actions against Grantor, and of any loss or damage to the Property.

1903910

1973345

The Document Prepared By:
First American Title Insurance Company
Equity Loan Services Division
1228 Euclid Ave., 4th Floor
Cleveland, OH 44115

When Recorded Return To:
First American Title Insurance Company
Equity Loan Services Division
1228 Euclid Ave., 4th Floor
Cleveland, OH 44115
State of Idaho

STATE OF IDAHO
COUNTY OF KOOTENAI
AT THE REQUEST OF
**First American*

2004 SEP 30 A 9 14

DANIEL J. ENGLISH

DEPUTY
FEES 21.00

Space Above This Line For Recording Data

Fact Order #: 6142915

ALS #:

DEED OF TRUST
(With Future Advance Clause)

3000300757

1. DATE AND PARTIES. The date of this Deed of Trust (Security Instrument) is..August 27, 2004.....
and the parties, their addresses and tax identification numbers, if required, are as follows:

GRANTOR: RICHARD S OLSEN AND GISELE E MAGNUSON HUSBAND AND WIFE

☐ If checked, refer to the attached Addendum incorporated herein, for additional Grantors, their signatures and acknowledgments.

TRUSTEE: U.S. Bank Trust Company, National Association
111 S.W. Fifth Avenue, Suite 3500
Portland, OR 97204

LENDER: U.S. Bank, National Association N.D.
4325 17th Avenue S.W.
Fargo, ND 58103

2. CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Grantor's performance under this Security Instrument, Grantor irrevocably grants, bargains, sells and conveys to Trustee, in trust for the benefit of Lender, with power of sale, the following described property:

The real estate deed of trust herein is described in Exhibit "A" which is attached hereto and hereby incorporated herein by reference.

The property is located in KOOTENAI at 1700 E RUSSELL RD
(County)
HARRISON, Idaho 83833
(Address) (City) (ZIP Code)

IDAHO - HOME EQUITY LINE OF CREDIT DEED OF TRUST (NOT FOR FNMA, FHLMC, FHA OR VA USE)

Expens - 1994 Bankers Systems, Inc., St. Cloud, MN Form USBODPDT-ID 9/14/2001

6142915

(page 1 of 6)

PSO

gum

1973345

STATE OF IDAHO
COUNTY OF KOOTENAI
AT THE REQUEST OF
*FA Equity Loan
2005 AUG 17 P 2:44
DANIEL J. ENGLISH
DEPUTY
FEES 27-

RE-RECORD DEED OF TRUST

After recording, return to:
✱ First American Equity Loan Services
1228 Euclid Ave.
Suite 400
Cleveland, OH 44115

ELS NO. 6142915

ASSESSOR'S TAX PARCEL NUMBER: 044000020060

GRANTOR: RICHARD S. OLSEN AND GISELE E. MAGNUSON

ADDRESS: 170 E. RUSSELL ROAD
HARRISON, ID 83833

BENEFICIARY/LENDER: U.S. BANK NATIONAL ASSOCIATION, ND

THIS OPEN END MORTGAGE IS BEING RERECORDED TO CORRECT THE PLAT NAME.

free and clear of all right, title, claim or demand of any person or persons claiming or attempting to claim under the estate of the decedent as heir, devisee, or otherwise.

3. The surviving spouse shall assume and be liable for any and all indebtedness that might be a claim against the estate of the decedent.

4. There shall be no further administration of the estate of the decedent.

DATED this 22 day of July, 2009.

BENJAMIN R. SIMPSON

DISTRICT COURT MAGISTRATE

CLERK'S CERTIFICATE OF MAILING

I HEREBY CERTIFY that on the 31 day of July, 2009, I caused a true copy of the foregoing CORRECTED DECREE VESTING ESTATE IN SURVIVING SPOUSE to be served by the method indicated below, and addressed to each of the following:

Andrew P. Doman
Christensen & Doman, P.C.
907 Main Avenue
St. Maries, Idaho 83861

☒ U.S. Mail, Postage Prepaid
☐ Hand Delivered
☐ Overnight Mail
☐ Facsimile

Gisele Magnuson
1700 East Russell Road
Harrison, Idaho 83833

☒ U.S. Mail, Postage Prepaid
☐ Hand Delivered
☐ Overnight Mail
☐ Facsimile

Daniel J. English
Clerk of the Court

BY: Cathy Victorino
Deputy Clerk

Olsen, R/Estate/Pldgs/CorrDecree.wpd

CORRECTED DECREE VESTING
ESTATE IN SURVIVING SPOUSE

3

STATE OF IDAHO
COUNTY OF KOOTENAI

THIS IS TO CERTIFY THAT THE FOREGOING IS
A TRUE COPY OF THE ORIGINAL NOW ON
FILE OR RECORD IN THIS OFFICE

SEALED ON THIS 31 DAY OF July, 2009

DANIEL J. ENGLISH, CLERK OF THE DISTRICT
COURT BY: Cathy Victorino

Deputy 3 pgs

5. The decedent and GISELE MAGNUSON, were duly married on or about January 1, 2003, and remained married until the date of decedent's death.

6. The surviving spouse, GISELE MAGNUSON, is the sole heir or devisee of the decedent, and sole beneficiary under the decedent's Last Will and Testament, dated September 19, 2007.

7. Under the terms and conditions of the decedent's will, all of his estate went to his surviving spouse, GISELE MAGNUSON.

8. All of the decedent's estate of every kind and nature was the community property of the decedent and the petitioner herein, including the following described real property, to-wit:

Lot 6, Block 2, Lacon Tracts, according to the plat recorded in Book
"D" of Plats, page 173, Kootenai County, State of Idaho.

NOW THEREFORE, by reason of the aforesaid findings, and by reason of the law and the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, that

1. GISELE MAGNUSON is the surviving spouse of the decedent and is the sole heir or devisee of the decedent, and is the sole beneficiary under the Last Will and Testament left by the decedent.

2. All of the right, title and interest of the decedent and petitioner, GISELE MAGNUSON, in and to the community property of the decedent and petitioner, all property of the decedent omitted herefrom by oversight or otherwise, and all property that may hereafter be discovered in which the decedent had an interest, be, and the same is hereby, distributed to GISELE MAGNUSON, the surviving spouse of the decedent and/or sole beneficiary under decedent's Will,

Andrew P. Doman
CHRISTENSEN & DOMAN, P.C.
Attorneys at Law
907 Main Avenue
St. Maries, Idaho 83861
Telephone (208) 245-9155
Facsimile (208) 245-1095

COPY

STATE OF IDAHO }
COUNTY OF KOOTENAI } SS
FILED

2009 JUL 31 AM 11:06

CLERK DISTRICT COURT

DEPUTY

Idaho State Bar #3879

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI
MAGISTRATE DIVISION

IN THE MATTER OF THE)
ESTATE OF)

Case No. CV 09-3653

RICHARD S. OLSEN,)

**CORRECTED DECREE VESTING
ESTATE IN SURVIVING SPOUSE**

Deceased.)
_____)

DANIEL J. ENGLISH 3P I 2225514000
KOOTENAI CO. RECORDER Page 1 of 3
JLM Date 08/03/2009 Time 11:36:32
REC-REQ OF MAIL
RECORDING FEE: 9.00
2225514000 DC

Upon consideration of the Petition for Summary Administration of Estate of Which
Surviving Spouse is Sole Beneficiary filed by GISELE MAGNUSON, on May 8, 2009, the Court
finds that:

1. The facts set forth in the Petition are true.
2. The required Notice has been given or waived.
3. The decedent, RICHARD S. OLSEN, died on March 7, 2009, at the age of 58
years, domiciled in Kootenai County, Idaho.
4. Venue is proper.

CORRECTED DECREE VESTING
ESTATE IN SURVIVING SPOUSE

Tax Record



AIN
1 of 1

Parcel Info

Tax Record

Print View

Shopping Cart

Search By

PIN

AIN

Owner

Mailing Address

Location Address

Site Functions

Home

Department Index

Assessor Home

Treasurer Home

Welcome

Tax Search

Contact Us

DATA AS OF: 1/4/2012 3:36:27 PM PST

Details

PIN Number	Alternate ID	Tax Roll	Tax Year	Bill Number				
044000020060	134709	Real Property	2011	178527				
Current Owner MAGNUSON GISELE 1700 E RUSSELL RD HARRISON ID 83833		SITUS 1700 E RUSSELL RD						
Owner of Record MAGNUSON GISELE		Current Legal Description LACON TR, LT 6 BLK 2, PT OF RECREATIONAL AREAS						
Lender		TAG 239000						
Assessment Information								
Authority	Exempt	Taxable	Rate	Gross	Credits	Net Tax	Savings	
1-KOOTENAI CO								
AIRPORT	92,040	107,022	0.000034862	3.72	0.00	3.72	3.22	
COUNTY FAIR	92,040	107,022	0.000003628	0.40	0.00	0.40	0.32	
CURRENT EXPENSE	92,040	107,022	0.000760916	81.44	0.00	81.44	70.04	
DISTRICT COURT	92,040	107,022	0.000043	4.60	0.00	4.60	3.96	
HEALTH UNIT	92,040	107,022	0.000049102	5.24	0.00	5.24	4.52	
HISTORICAL SOCIETY	92,040	107,022	0	0.00	0.00	0.00	0.00	
INDIGENT	92,040	107,022	0.000235281	25.18	0.00	25.18	21.66	
JUSTICE FUND	92,040	107,022	0.001825805	195.40	0.00	195.40	168.04	
LIABILITY INSURANCE	92,040	107,022	0.000046331	4.96	0.00	4.96	4.26	
NOXIOUS WEEDS	92,040	107,022	0.000017365	1.86	0.00	1.86	1.60	
PARKS & REC	92,040	107,022	0.00001258	1.36	0.00	1.36	1.16	
REVALUATION	92,040	107,022	0.000166159	17.78	0.00	17.78	15.30	
228-EASTSIDE HIGHWAY #3								
HD#3-EASTSIDE-M&O	92,040	107,022	0.000087765	9.38	0.00	9.38	8.08	
HD#3-EASTSIDE-SPECIAL BRIDGE	92,040	107,022	0.000457295	48.94	0.00	48.94	42.08	
HD#3-EASTSIDE-TORT	92,040	107,022	0.0000181	1.94	0.00	1.94	1.68	
HW#3-DIST-OTHER	92,040	107,022	0	0.00	0.00	0.00	0.00	
233-SCHOOL DIST #274-BOND								
SCHOOL DIST #274-KOOTENAI	92,040	107,022	0.000676672	72.42	0.00	72.42	62.28	
233-SCHOOL DIST #274-OTHER								
SCHOOL DIST #274-KOOTENAI	92,040	107,022	0.000024443	2.62	0.00	2.62	2.26	
233-SCHOOL DIST #274-SUPP								
SCHOOL DIST #274-KOOTENAI SUPP	92,040	107,022	0.001122582	120.14	0.00	120.14	103.32	
251-ST MARIES FIRE								
ST MARIES FIRE DISTRICT	92,040	107,022	0.000829096	88.74	0.00	88.74	76.30	
271-KOOT FREE LIBRARY								
KOOTENAI CONSOLIDATED LIBRARY	92,040	107,022	0.000367495	39.32	0.00	39.32	33.82	
351-N ID COLLEGE								
NORTH IDAHO COLLEGE	92,040	107,022	0.001108407	118.62	0.00	118.62	102.02	
354-KOOTENAI-EMS								
KOOTENAI CO EMS 47173	92,040	107,022	0.000163573	17.52	0.00	17.52	15.06	
453-W ST JOE FP								
STATE OF IDAHO	0	55	1	55.00	0.00	55.00	0.00	
457-SOLID WASTE-S/A								
SOLID WASTE FEES	0	1	93	93.00	0.00	93.00	0.00	
483-S/A-W ST JOE-FPA								
STATE OF IDAHO	0	3	1	2.50	0.00	2.50	0.00	
Total Net Tax						1,012.08		

Installment					
Period	Due Date	Tax	Penalty/Fee	Interest	Total Due
No Records Found					
Payment Information					
Last Paid		Amount Paid	Receipt Number	Tender	Tender Amt
12/7/2011 5:32:02 PM		\$1,012.08	B11.644	Check	\$1,012.08
By Whom				MAGNUSON GISELE	
Prior Year Taxes Due					

**Kootenai County
Property Information**



Property Address: 1700 E Russell Rd

Owner Information

Name: Magnuson Gisele
Address: 1700 E Russell Rd
City State ZIP: Harrison ID 83833

Assessor Information

Property ID #: 044000020060
Tax ID #: 134709
Section: 47N03W17
Instrument: 1202467-
TCA Code: 239000
Legal Description: LACON TR, LT 6 BLK 2, PT OF RECREATIONAL AREAS
Property Class: 537 - Imp res rural sub
Neighborhood Code: 6030 CROWS NEST/LACON TRACTS
Front Feet: 0
Acres: 0.577
Taxes: \$1,012 - 2011

Assessments

Year	Description	Value	Code
2011	Land Assessed Value	\$96,022	LA
2011	Improvement Assessed value	\$103,040	IA
2011	Parcel Mkt Value	\$199,062	TAX
2011	Total Homeowners Exemption Val	\$92,040	TotHmEx
2011	Net Taxable value	\$107,022	NetTax

Land Information

Land Description: 537 - Imp res rural sub
Zoning: County-RESRES - RESTRICTED RESIDENTIAL
Sewer Avail.: Sewer
Waterfront: Coeur D' Alene 0

Property Picture



Improvement Information

Improvement Type: DWELL
Year Built: 1992
Stories: 1.00
Heat: Electric baseboard
Central Air: N
Foundation: Formed conc
Construction Type:
Total Sq. Ft.:
Finished Sq. Ft.: 1,584

Improvements by Floor

Dwl	Ext	Flr	BR	Full Bath	Half Bath	LR	DR	GR	Kit	Den	Oth	Base Area	Fin. Area
1	R01	1.0	2	1	0	1	0	0	1	0	0	1,008	1,008
1	R01	B	1	1	0	0	0	0	0	0	1	1,008	576

Value Details

Dwl	Ext	Type	Category	Value
0	R01	UTLSHED	37 Res imp on 15	\$910
0	R01	FLATCP	37 Res imp on 15	\$3,170
0	R01	DETGAR	37 Res imp on 15	\$14,070
1	R01	DWELL	37 Res imp on 15	\$84,890
	L00		15 Rural res sub	\$96,000
	L00		25L Common area land	\$22

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