

BOOSHWAY ST

▲ 927 Booshway St

RPA0044400138B
OFI PROPERTIES LLC

917 Booshway St



RPA0044400138A
OFI PROPERTIES LLC

907 Booshway St

Auction Parcel

RPA0044400137B
TETON COUNTY



897 Booshway St

RPA00444001300
FREYMANN, PETER

RPA00444001310
SUNDOWN RANCH-LAND

906

Teton County Tax Deed Properties to Go To Auction May 9, 2016 1:00 pm

Disclaimer: Property Will Be Sold As Is and per IC§31-808, 63-1005 & 63-1006D. Due Diligence & Financing is Buyer's Responsibility

The Board of County Commissioners set the official minimum bid on April 18th 2016.

SALE ITEM #	Parcel # & Description	County Taxes, Fees & Interest	Additional Cost	Postage Post Auction	TVN Advertising 1-3-435	County HOA Dues Owed	Auctioneer	Minimum Bid
	Shoshoni Planes							
#1	RPA0044400137AA	1,409.21	357.94	10.00	114.00		107.14	1998.29
	Lot 137 A Shoshoni Planes IV SEC 24 & 25 T5N R45E							
	<i>887 Booshway Street</i>							
#2	RPA0044400137BA	1409.21	357.94	10.00	114.00		107.14	1998.29
	Lot 137B Shoshoni Planes IV SEC 24 & 25 T5N R45E							
	<i>907 Booshway Street</i>							
	Sagewood Subdivision							
#3	RPA02600060010A	903.90	338.47	10.00	114.00		107.14	1473.51
	Lot 1 BLK 6 Sagewood Sub SEC T5N R45E							
	<i>185 Mountain Ash Place</i>							
#4	RPA02600060020A	903.90	338.47	10.00	114.00		107.14	1473.51
	Lot 2 BLK 6 Sagewood Sub SEC 25 T5N R45E							
	<i>175 Mountain Ash</i>							
	Teton Springs Golf & Casting Club							
#5	RP002200070050A	5,814.73	344.96	10.00	114.00		107.14	6390.83
	Lot 5 BLK 7 Teton Springs Glf & Cstng Club Phase I SEC 14 & 23 T3N R45E							
	<i>22 Rammell Road</i>							
	River Rim							
#6	RP003250030110A	8517.18	484.33	10.00	114.00		107.14	9232.65
	Lot 11 BLK 3 River Rim Ranch PUD Phase I SEC 9, 10, 15, 16 T6N R44E							
	<i>9560 River Rim Ranch</i>							
#7	RP003270090250A	17728.68	461.78	10.00	114.00		107.14	18421.6
	Lot 25 BLK 9 River Rim Div II Phase I T6N R44E SEC 4-10, 15 - 22 & 29							
	<i>9919 West Rim Place</i>							

TAX DEED
For 2011 Delinquent Taxes

WHEREAS, on July 13, 2015, a delinquency hearing for the issuance of a Tax Deed was duly and regularly held pursuant to IDAHO CODE 63-1006, as appears in the records of the Teton County Recorder at Driggs, Idaho and is recorded in Teton County, Idaho; and

WHEREAS, as a result of said hearing the Board of County Commissioners in and for Teton County, ID., did direct that the Teton County Treasurer shall issue this Tax Deed in favor of Teton County, Idaho for the herein described property; and

WHEREAS, the name and address of the former record owner or owners of said described property is:

MCLAREN, MATTHEW A
9047 N TONGASS HWY
KETCHIKAN, AK 99901

MCLAREN, MATTHEW A
190 E MESQUITE BLVD, SUITE H
MESQUITE, NV 89027

NOW, THEREFORE, in consideration of the aforesaid and by reason of IDAHO CODE 63-1006, Beverly Palm, the duly elected and qualified Treasurer in and for Teton County, Idaho, does hereby grant, convey, transfer, release and remise unto Teton County, Idaho, whose current address is 150 Courthouse Drive, Driggs, Idaho, 83422 all rights, title and interests to the following described property :

RPA0044400137BA

LOT 137B
SHOSHONI PLAINS IV
SEC 24 & 25 T5N R45E

Instrument # 237209

TETON COUNTY, IDAHO

7-13-2015 03:22:00 PM No. of Pages: 1

Recorded for : TETON COUNTY TREASURER

MARY LOU HANSEN

Fee: 0.00

Ex-Officio Recorder Deputy *[Signature]*

Index to: TAX DEED

Date

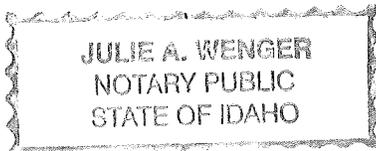
BP
July 13, 2015

Beverly Palm

Beverly Palm

On this 13th day of July, 2015, before me, Julie A. Wenger,
in and for said Teton County, State of Idaho, personally appeared Beverly Palm known to me to be the County Treasurer and ex-officio Tax Collector of said Teton County, ID., and who executed the within instrument as such, acknowledged to me that Beverly Palm executed the same as such officer.

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



Julie A. Wenger
Notary Public

Residing at: Victor

Commission Expires: 4/25/2019

ADDRESSES NOTICES WERE MAILED TO

MATTHEW A MCLAREN
9047 N TONGASS HWY
KETCHKAN, AK 99901

VALERIE MCLAREN
9047 N TONGASS HWY
KETCHKAN, AK 99901

GRANITE LOAN FUNDING, LLC
320 WEST 500 SOUTH SUITE 200
BOUNTIFUL UT 84010

VALERIE MCLAREN
190 E MESQUITE BLVD, SUITE H
MESQUITE, NV 89027

MATTHEW A MCLAREN
190 E MESQUITE BLVD, SUITE H
MESQUITE, NV 89027



Litigation Guarantee

ZB-08001917

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a corporation, herein called the Company, for the fee paid for this Guarantee, the number, amount, and effective date of which are shown herein, hereby Guarantees the parties herein called the Assured, against loss not exceeding the liability amount stated herein which the Assured shall sustain by reason of any incorrectness in the assurance which the Company hereby gives that, according to the public record on the effective date stated herein,
Policy Number

1. The title to the herein described estate or interest was vested in the vestee named in Schedule A, subject to the matters shown as Exceptions herein in Schedule B, which Exceptions are not necessarily shown in the order of their priority.

This Guarantee is issued with the expectation that, within 60 days and based upon the facts set forth herein, a Notice of Trustee's Sale will be prepared and recorded or an action will be commenced in a Court of competent jurisdiction. If a Notice of Sale is not recorded or such action is not commenced, all liability and obligation of the Company hereunder shall cease and terminate 60 days after the effective date shown herein or as may have been extended by endorsement hereto. If for purposes of preparing a Notice of Sale, notice of the trustee's sale must be given pursuant to Idaho Code Section 45-1506, Schedule C may be provided for informational purposes.

This Guarantee shall not be valid or binding until countersigned below by an authorized officer or agent of the Company.

Issued through the Office of:
Teton County Title, LLC
65 South Main Street
Driggs, ID 83422
(208) 354-5050


Authorized Countersignature

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By  President
Attest  Secretary

GUARANTEE CONDITIONS AND STIPULATIONS

1. Definition of Terms

The following terms when used in this Guarantee mean:

- (a) "land": The land described, specifically or by reference, in this Guarantee and improvements affixed thereto which by law constitute real property;
- (b) "public record": those records which impart constructive notice of matters relating to said land;
- (c) "date": the effective date;
- (d) "the Assured": the party or parties named as the Assured in this Guarantee, or in a supplemental writing executed by the Company.
- (e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

2. Exclusions from Coverage of This Guarantee

The company assumes no liability for loss or damage by reason of the following:

- (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
- (b) Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
- (c) Title to any property beyond the lines of the land expressly described in the description set forth in this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or right to maintain therein vaults, tunnels, ramps, or any other structure or improvement or any rights or easements therein unless such property, rights, or easements are expressly and specifically set forth in said description.
- (d) Defects, liens, encumbrances, adverse claims against the title as guaranteed or other matters (1) created, suffered, assumed or agreed to by one or more of the Assured; or (2) resulting in no loss to the Assured.

3. Prosecution of Actions

- (a) The company shall have the right at its own cost to institute and prosecute any action or proceeding or do any other act which in its opinion may be necessary or desirable to establish or confirm the matters herein guaranteed; and the Company may take any appropriate action under the terms of this Guarantee whether or not it shall be liable there under and shall not thereby concede liability or waive any provision hereof.
- (b) In all cases where the Company does so institute and prosecute any action or proceeding, the Assured shall permit the Company to use, at its option, the name of the Assured for such purpose. Whenever requested by the Company, the Assured shall give the Company all reasonable aid in prosecuting such action or proceeding, and the Company shall reimburse the Assured for any expense so incurred.

4. Notice of Loss - Limitation of Action

A statement in writing of any loss or damage for which it is claimed the Company is liable under this Guarantee shall be furnished to the Company within sixty days after such loss or damage shall have been determined, and no right of action shall accrue to the Assured under this Guarantee until thirty days after such statement shall have been furnished, and no recovery shall be had by the Assured under this Guarantee unless action shall be commenced thereon within two years after expiration of said thirty day period. Failure to furnish such statement of loss or damage or to commence such action within the time hereinbefore specified shall be a conclusive bar against maintenance by the Assured of any action under this Guarantee.

5. Option to Pay, Settle, or Compromise Claims

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage, the Company shall have the option to purchase the indebtedness secured by said mortgage. Such purchase, payment or

tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness and the mortgage securing the same to the Company upon payment of the purchase price.

6. Limitation of Liability - Payment of Loss

- (a) The liability of the Company under this Guarantee shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall such liability exceed the amount of the liability stated within this Guarantee.
- (b) The Company will pay all costs imposed upon the Assured in litigation carried on by the Company for the Assured, and all costs and attorney's fees in litigation carried on by the Assured with the written authorization of the Company.
- (c) No claim for damages shall arise or be maintainable under this Guarantee (1) if the Company after having received notice of an alleged defect, lien or encumbrance not shown as an Exception or excluded herein removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Assured in settling any claim or suit without written consent of the Company.
- (d) All payments under this Guarantee, except for attorney's fees as provided for in paragraph 6(b) hereof, shall reduce the amount of the liability hereunder pro tanto, and no payment shall be made without producing this Guarantee for endorsement of such payment unless the Guarantee be lost or destroyed, in which case proof of the loss or destruction shall be furnished to the satisfaction of the Company.
- (e) When liability has been definitely fixed in accordance with the conditions of this Guarantee, the loss or damage shall be payable within thirty days thereafter.

7. Subrogation Upon Payment or Settlement

Whenever the Company shall have settled a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured, and it shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to such claim had this Guarantee not been issued. If the payment does not cover the loss of the Assured, the Company shall be subrogated to the rights and remedies in the proportion which said payment bears to the amount of said loss. The Assured if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation, and shall permit the Company to use the name of the Assured in any transaction or litigation involving such rights or remedies.

8. Guarantee Entire Contract

Any action or actions or rights of action that the Assured may have or may bring against the Company arising out of the subject matter hereof must be based on the provisions of this Guarantee. No provision or condition of this Guarantee can be waived or changed except by a writing endorsed or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.

9. Notices, Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at the office which issued this Guarantee, or to its Home Office at 400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111

10. Fee

The fee specified on the face of this guarantee is the total fee for title search and examination for this Guarantee.

LITIGATION GUARANTEE

SCHEDULE A

Order Number: 70020

Guarantee No.: 08001917

Liability: \$158.18

Fee: \$200.00

1. Name of Assured:

Teton County Treasurer

2. Date of Guarantee:

April 1, 2015

3. This Litigation Guarantee is furnished solely for the purpose of facilitating the filing of an action to:

General Taxes for the year 2011, a lien in the amount of \$158.18 of which the first and second installments are DELINQUENT with interest and penalties.

4. The estate or interest in the land which is covered by this Guarantee is:

Fee Simple

5. Title to the estate or interest in the Land is vested in:

Matthew A. McLaren, a married man as his sole and separate property

6. The Land referred to in this Guarantee is described as follows:

Lot 137B Amended Final Plat of Shoshoni Plains Phase IV, Teton County, Idaho, as the same appears on the official plat thereof recorded June 4, 2007, as Instrument No. 188179.

LITIGATION GUARANTEE

SCHEDULE B
PART I

Order Number: 70020

Guarantee No: 08001917

Defects, liens, encumbrances or other matters affecting title:

Taxes for the year 2012, a lien in the amount of \$136.26 of which the first and second installments are DELINQUENT with interest and penalties due. (Parcel No. A0044400137B A)

Taxes for the year 2013, a lien in the amount of \$149.24 of which the first and second installments are DELINQUENT with interest and penalties due. (Parcel No. A0044400137B A)

Taxes for the year 2014, a lien in the amount of \$176.18 of which the first and second installments are DELINQUENT with interest and penalties due. (Parcel No. A0044400137B A)

Water and sewer charges of the City of Driggs. No search has been made.

Land Improvement District taxes and or any interest and penalties due. No search has been made.

Levies and Assessments of Shoshoni Plains Homeowners Association. No Search has been made.

Easement Agreement and Grant including the terms and provisions thereof, recorded May 15, 1985 as Instrument No. 96785, records of Teton County, Idaho.

Electric Line Right-of-Way Easement including the terms and provisions thereof in favor of Fall River Rural Electric Cooperative, Inc., recorded August 15, 1985 as Instrument No. 97286, records of Teton County, Idaho.

Utility Easement including the terms and provisions thereof in favor of Powder Valley-Shadow Brook Home Owners Association, Inc., recorded February 25, 2003 as Instrument No. 153257, records of Teton County, Idaho.

Facts evidenced by that certain Annexation Plat, recorded December 13, 2004, as Instrument No. 165162, records of Teton County, Idaho.

Terms, conditions, and provisions of Development Agreement, recorded June 6, 2005 as Instrument No. 168490, records of Teton County, Idaho.

Terms, provisions, of Agreement for Electric Service (Subdivision/Development) by and between Fall River Rural Electric Cooperative, Inc., and Western Teton Development, LLC, recorded June 30, 2005 as Instrument No. 169108, records of Teton County, Idaho.

LITIGATION GUARANTEE

Covenants, Conditions and Restrictions recorded August 05, 2005 as Instrument No. 170030, but omitting any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status, or national origin to the extent that such covenants, conditions or restrictions violate 42 USC 3604(c).

Amendments recorded as Instrument No.(s) 182513, 185181, records of Teton County, Idaho.

All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by the recorded plat of said subdivision, recorded May 15, 2007, as instrument number 187630, but deleting any covenant, conditions or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

Amended Final Plat, Shoshoni Plains Phase IV, recorded June 4, 2007, as Instrument No. 188179, records of Teton County, Idaho.

Amended Final Plat, Shoshoni Plains Phase IV – B, recorded on March 05, 2008, as Instrument No. 195900, records of Teton County, Idaho.

Boundary Adjustment for Lots 115 and 116 of Shoshoni Plains Phase IVA, recorded on August 27, 2008, as Instrument No. 199769, records of Teton County, Idaho.

Electric Line Right of Way Easement including the terms and provisions thereof in favor of Fall River Rural Electric Cooperative, Inc., recorded September 11, 2007 as Instrument No. 191383, records of Teton County, Idaho.

Terms, provisions, of Agreement for Electric Service – Small General by and between Fall River Rural Electric Cooperative, Inc., and Clair Road, recorded September 19, 2007 as Instrument No. 191704, records of Teton County, Idaho.

Terms, provisions, of Agreement for Electric Service – Small General by and between Fall River Rural Electric Cooperative, Inc., and Clair Road, recorded September 19, 2007 as Instrument No. 191705, records of Teton County, Idaho.

Terms, provisions, of Agreement for Electric Service (Subdivision/Development) by and between Fall River Rural Electric Cooperative, Inc., and Clair Road, recorded September 19, 2007 as Instrument No. 191715, records of Teton County, Idaho.

Terms, provisions, of Developer's Agreement for Shoshoni Plains – Phase IV by and between the City of Driggs and Western Teton Development, recorded March 19, 2008 as Instrument No(s). 196210 and 196211, records of Teton County, Idaho.

Deed of Trust, Assignment of Rents, Security Agreement, and Fixture Filing from Matthew A. McLaren, an individual, to First American Title Company, as Trustee for the benefit of Granite Loan Funding, LLC, securing a note in the original principal sum of \$132,500.00 and other obligations described therein, recorded May 4, 2011 as Instrument No. 216901, records of Teton County, Idaho.

LITIGATION GUARANTEE

Notice of Default, recorded November 7, 2011 as Instrument No. 219497, records of Teton County, Idaho.

Affidavit of Mailing, recorded January 17, 2012 as Instrument No. 220479, records of Teton County, Idaho.

Affidavit of Posting and Service, recorded January 17, 2012 as Instrument No. 220480, records of Teton County, Idaho.

Affidavit of Publication, recorded January 17, 2012 as Instrument No. 220481, records of Teton County, Idaho.

Rescission of Notice of Default, recorded March 1, 2012 as Instrument No. 221150, records of Teton County, Idaho.

ADDRESSES

Matthew A. McLaren
190 E Mesquite Blvd, Suite H
Mesquite, NV 89027

A

Matthew A. McLaren
897 Booshway St
Driggs, ID 83422

Matthew A. McLaren
907 Booshway St
Driggs, ID 83422

Matthew A. McLaren
9047 N Tongass Hwy
Ketchikan, AK 99901

A

Valerie McLaren
190 E Mesquite Blvd, Suite H
Mesquite, NV 89027

A

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897 Booshway St
Driggs, ID 83422

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Valerie McLaren
9047 N Tongass Hwy
Ketchikan, AK 99901

A

Granite Loan Funding, LLC
320 West 500 South Suite 200
Bountiful, UT 84010

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17 labels

Exhibit D13