



2157 N. Main Street

Coeur d'Alene, ID 83814

Phone (208) 667-3402 Fax (208) 664-0695

**April 24, 2025**

**1251 E Polston Ave. Post Falls, ID 83854**

*Thank you for Choosing Alliance Title and Escrow. We are happy to provide  
this service for you.*

**Angie McPhee  
The Experience Northwest**

*Please specify  
Alliance Title & Escrow on your next Purchase Transaction.  
Thank you!*

*Prepared by: Danielle Hamilton*



2157 N Main St., Coeur d'Alene, ID 83814 – Phone 208.667.3402 – Fax 208.664.0695

## LISTING PACKAGE

DATE: April 24, 2025

OWNERSHIP INFORMATION		Attachment
Primary Owner:	Nishb Land Holdings LLC	X
Last Deed:	See Attached	X
Deed of Trust/Mtg:	See Attached	X
Property Address:	1251 East Polston Avenue, Post Falls, ID 83854	
Mailing Address:	1593 E Polston Ave, Post Falls, ID 83854	

PROPERTY CHARACTERISTICS		Attachment
Legal Description:		
	Lot 3 Block 1 Interstate Business Center	
Appr. Lot Size:	Acres: 1.39	X
Year Built		
Square Footage		
County/City::	Kootenai / Post Falls	
Protective Covenants:	Yes	

TAX INFORMATION		Attachment
Parcel Number(s)::	P42700010030 / 210668	
Assessed Value:	Land Value \$777,657.00 Improvement Value \$0.00 Total Assessed Value \$777,657.00	X
Property Taxes:	\$4,714.13	
Exemptions:		

*This report is based on a search of our tract indexes of the county records. This is not a title or ownership report and no examination of the title to the property described has been made. For this reason, no liability for this report is assumed hereunder, and the Company is not responsible for any errors or omissions contained herein.*

PREPARED FOR:	Angie McPhee The Experience Northwest
PROPERTY ADDRESS:	1251 East Polston Avenue Post Falls, ID 83854

Prepared By: Danielle Hamilton

### Parcel Information

Parcel #: **P42700010030**

AIN/Tax Bill: 210668

Site Address: 1251 E Polston Ave

Post Falls ID 83854

Owner: Nishb Land Holdings LLC



1593 E Polston Ave

Post Falls ID 83854

Twn/Range/Section: 50N / 05W / 02 / NW

Instrument: 1484485

Parcel Size: 1.39 Acres (60,636 SqFt)

Lot Dimensions: 0

0

Plat/Subdivision: Interstate Business Center

Plat Volume/Page:

Lot: 3

Block: 1

Census Tract/Block: 000503 / 1025

Waterfront:

Market Value Land: \$777,657.00

Market Value Impr: \$0.00

Total Market Value: \$777,657.00

Net Taxable Value: \$777,657.00

### Tax Information

Tax Year	Annual Tax
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2024	\$4,714.13
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2023	\$4,345.16
------	------------

2022	\$3,877.28
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### Legal

INTERSTATE BUSINESS CENTER, LT 3 BLK 1 0250N05W

### Land

Land Use: 421 - Comm lot/tract in city

Zoning: Post Falls-CCS - Community Commercial Services

Neighborhood: 36 POST FALLS-SELTICE CORRIDOR

School District: 273 - Post Falls

Sewer:

Watershed: 1701030502 - Cedar Creek-Spokane River

Recreation:

### Improvement

Year Built:

A/C:

Building Type:

Stories:

Bedrooms:

Heat:

Bathrooms:

Full Baths:

Half Baths:

Finished Area:

1st Floor:

2nd Floor:

[Return](#)[New Search](#)[Tax Info](#)[Print](#)[PDF Plat Map](#)[GIS Online Map](#)

## General Information

**Owner:** Nishb Land Holdings Llc  
**Mailing Address:** Po Box 877 Post Falls Id 83877  
**Property Address:** 1251 E Polston Ave  
**Neighborhood:** 36 Post Falls-Seltice Corridor  
**District (TCA):** 011000

**Parcel ID (PIN):** P42700010030  
**Alternate ID (AIN):** 210668  
**Property Class:** 421- Comm In-city  
**Deeded Acres:** 1.3920

Last updated: 4/24/2025 01:54:04 AM

## Legal Descriptions

Description
INTERSTATE BUSINESS CENTER, LT 3 BLK 1
02 50N 05W

## Net Taxable Value

Tax Year	Value
2024	\$777,657.00
2023	\$777,657.00
2022	\$650,928.00
2021	\$591,595.00
2020	\$591,595.00
2019	\$563,369.00

## Value History

Year	Reason	Land Value	Improvement Value	Total Value
2024	Assessment Update	\$777,657.00	\$0.00	\$777,657.00
2024	Assessment Update	\$777,657.00	\$0.00	\$777,657.00
2023	Assessment Update	\$777,657.00	\$0.00	\$777,657.00
2022	Assessment Update	\$650,928.00	\$0.00	\$650,928.00
2021	Assessment Update	\$591,595.00	\$0.00	\$591,595.00

◀ ▶ 1 2 3 4 5 ►

5 ▾

items per page

1 - 5 of 25 items

## Exemption History

Effective Year	Exemption Type	Percent	Total Value	Exemption Value	Net Taxable Value
No modifier data is available for this record.					

## Land Details

Land Type	Acres	Total Value
Commercial/Industrial	1.39	\$777,657

## Improvements

Property Record	Improvement ID	Use Code	Description	Year Built	Length (ft.)	Width (ft.)	Area	Area Units
No improvements data present.								

## Additional Commercial Info.

Property Record	Use Code	Description	Gross Square Footage
No additional commercial improvements data present.			

## Permits

Filing Date	Sq Ft	Permit Description
No permits data is available.		

## Sales History

Document Number	Date	Owner	Grantee	Type
2909984	8/1/22	Multiple Owners	Nishb Land Holdings Llc	Multiple Parcel Transfer
2481044	12/18/14	Schneidmiller Brothers Inc	North Idaho Surgical Hospital Buildi	Multiple Parcel Transfer

## Taxing District Charges

PIN: P42700010030

AIN: 210668

Tax Roll: Real Property

Owner: NISHB LAND HOLDINGS LLC

TAG: 011000

For Tax Year: 2024

Bill Number: 258977

Tax Bill ID: 4393317

Net Tax: \$4,714.13

**i** For questions regarding your property value or exemptions, please call the Assessor's Office at 208-446-1500. Contact the applicable taxing district with inquiries about levy rates.

### ▲ Authority : 1-KOOTENAI CO

Fund	Exemption	Taxable Value	Rate	State Credit	HOE Savings	Net Tax
Airport	\$0.00	\$777,657.00	0.0000000000	\$0.00	\$0.00	\$0.00
County Fair	\$0.00	\$777,657.00	0.0000000000	\$0.00	\$0.00	\$0.00
Current Expense	\$0.00	\$777,657.00	0.000197086	\$0.00	\$0.00	\$153.27
District Court	\$0.00	\$777,657.00	0.000168556	\$0.00	\$0.00	\$131.08
Health Unit	\$0.00	\$777,657.00	0.000035021	\$0.00	\$0.00	\$27.23
Historical Society	\$0.00	\$777,657.00	0.000000203	\$0.00	\$0.00	\$0.16
Indigent	\$0.00	\$777,657.00	0.0000000000	\$0.00	\$0.00	\$0.00
Justice Fund	\$0.00	\$777,657.00	0.000783868	\$0.00	\$0.00	\$609.58
Liability Insurance	\$0.00	\$777,657.00	0.000026019	\$0.00	\$0.00	\$20.23
Noxious Weeds	\$0.00	\$777,657.00	0.000008815	\$0.00	\$0.00	\$6.86
Parks & Rec	\$0.00	\$777,657.00	0.000013279	\$0.00	\$0.00	\$10.33
Revaluation	\$0.00	\$777,657.00	0.000089601	\$0.00	\$0.00	\$69.68
				State Credit	HOE Savings	Net Tax
				\$0.00	\$0.00	\$1,028.42

### ▼ Authority : 210-CITY POST FALLS

			State Credit	HOE Savings	Net Tax
			\$0.00	\$0.00	\$1,858.41

### ▼ Authority : 225-PF HIGHWAY #1-POST FALLS

			State Credit	HOE Savings	Net Tax
			\$0.00	\$0.00	\$159.15

### ▼ Authority : 232-SCHOOL DIST #273-BOND

			State Credit	HOE Savings	Net Tax
			\$0.00	\$0.00	\$0.00

### ▼ Authority : 232-SCHOOL DIST #273-SUPP

			State Credit	HOE Savings	Net Tax
			\$0.00	\$0.00	\$347.50

### ▼ Authority : 232-SCHOOL DIST#273-OTHER

			State Credit	HOE Savings	Net Tax

\$0.00 \$0.00 \$8.99

▼ Authority : 255 - KC FIRE AND RESCUE BOND

			State Credit	HOE Savings	Net Tax
			\$0.00	\$0.00	\$91.47

▼ Authority : 255-KC FIRE & RESCUE

				State Credit	HOE Savings	Net Tax
				\$0.00	\$0.00	\$743.45

▼ Authority : 271-COMM LIBRARY NET J

				State Credit	HOE Savings	Net Tax
				\$0.00	\$0.00	\$111.54

▼ Authority : 351-N ID COLLEGE

				State Credit	HOE Savings	Net Tax
				\$0.00	\$0.00	\$290.65

▼ Authority : 351-N ID COLLEGE TORT

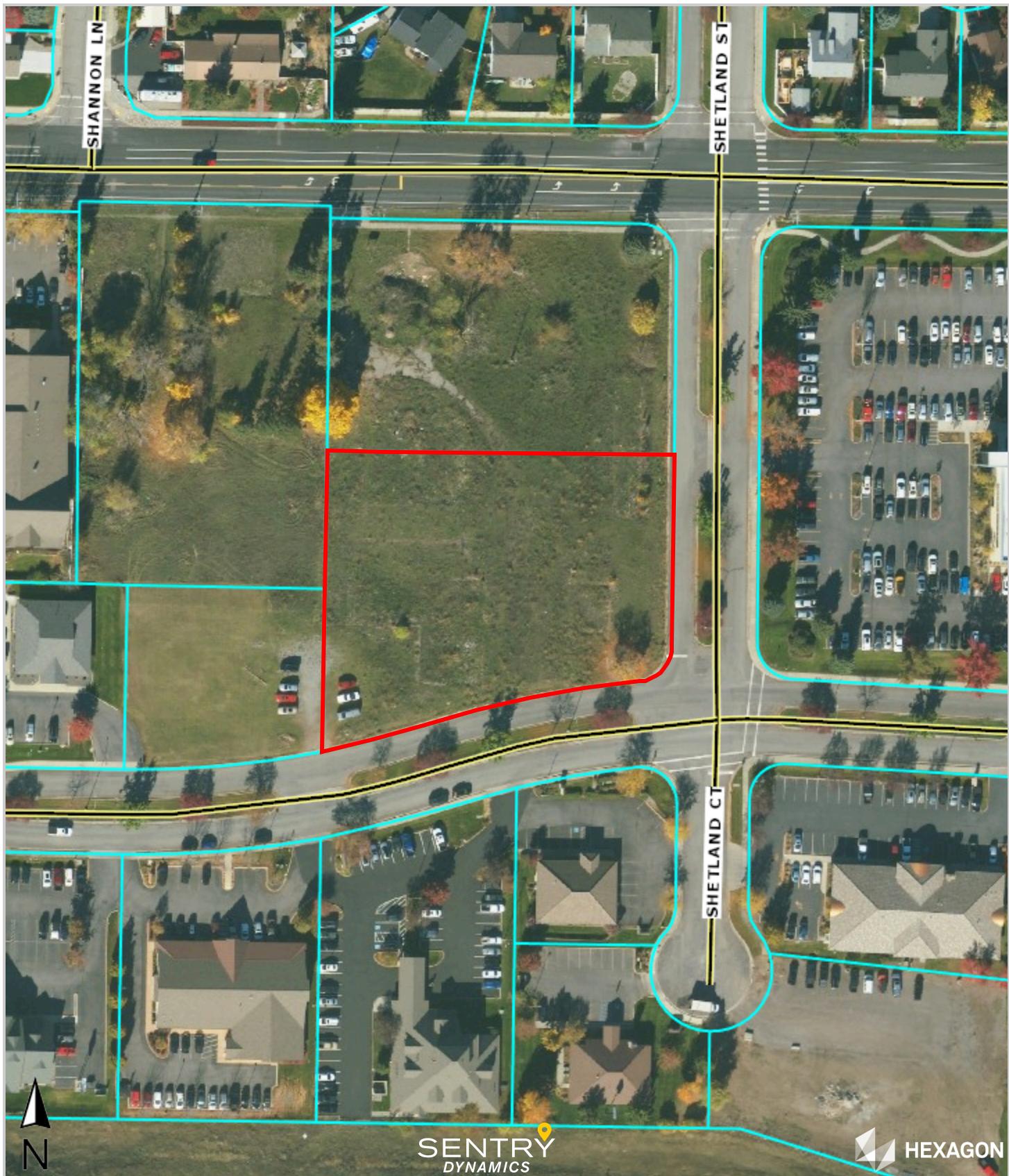
				State Credit	HOE Savings	Net Tax
				\$0.00	\$0.00	\$8.36

▼ Authority : 354-KOOTENAI-EMS

				State Credit	HOE Savings	Net Tax
				\$0.00	\$0.00	\$60.45

▼ Authority : 490-S/A-Aquifer Prot District

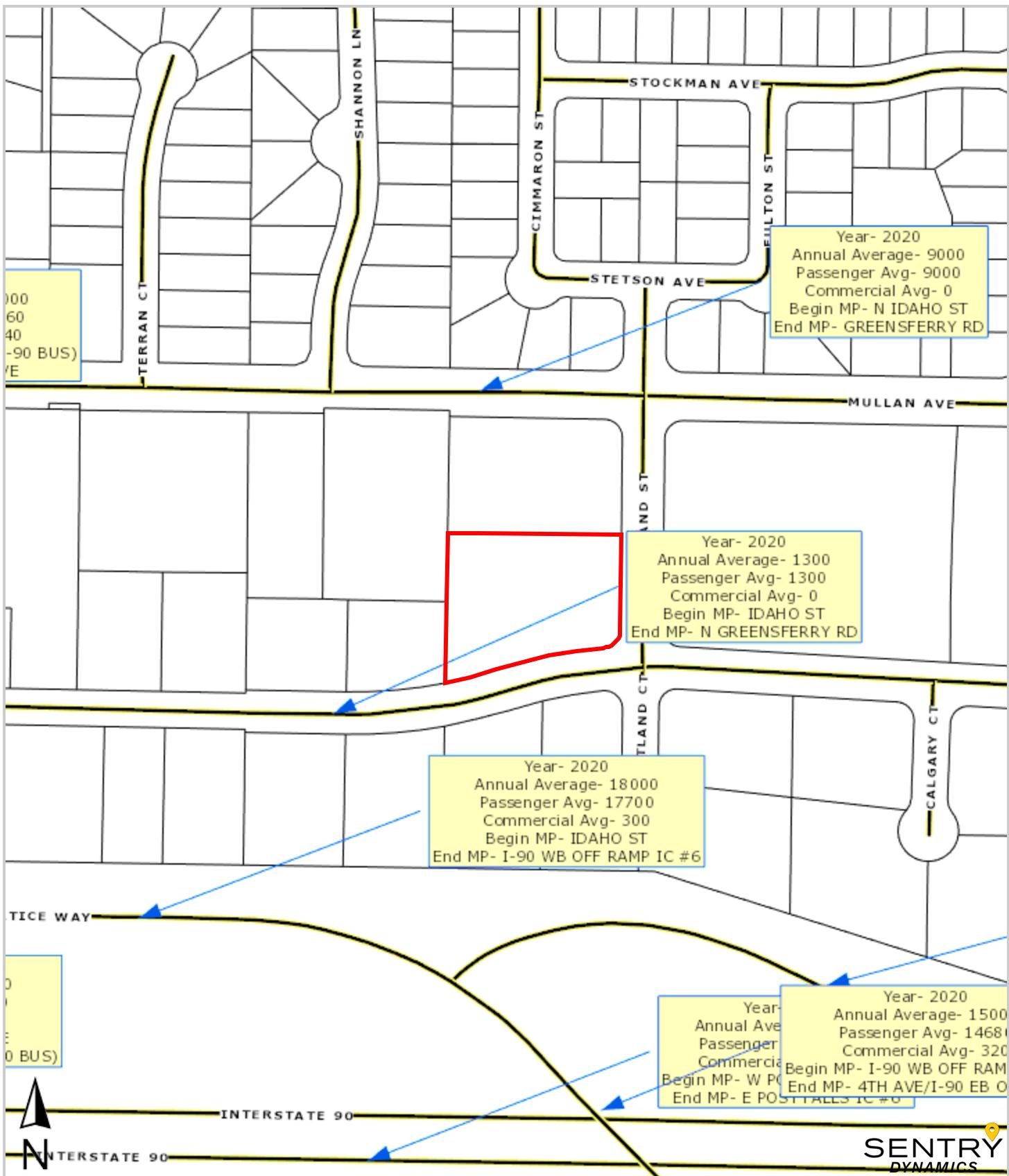
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				\$0.00	\$0.00	\$5.74



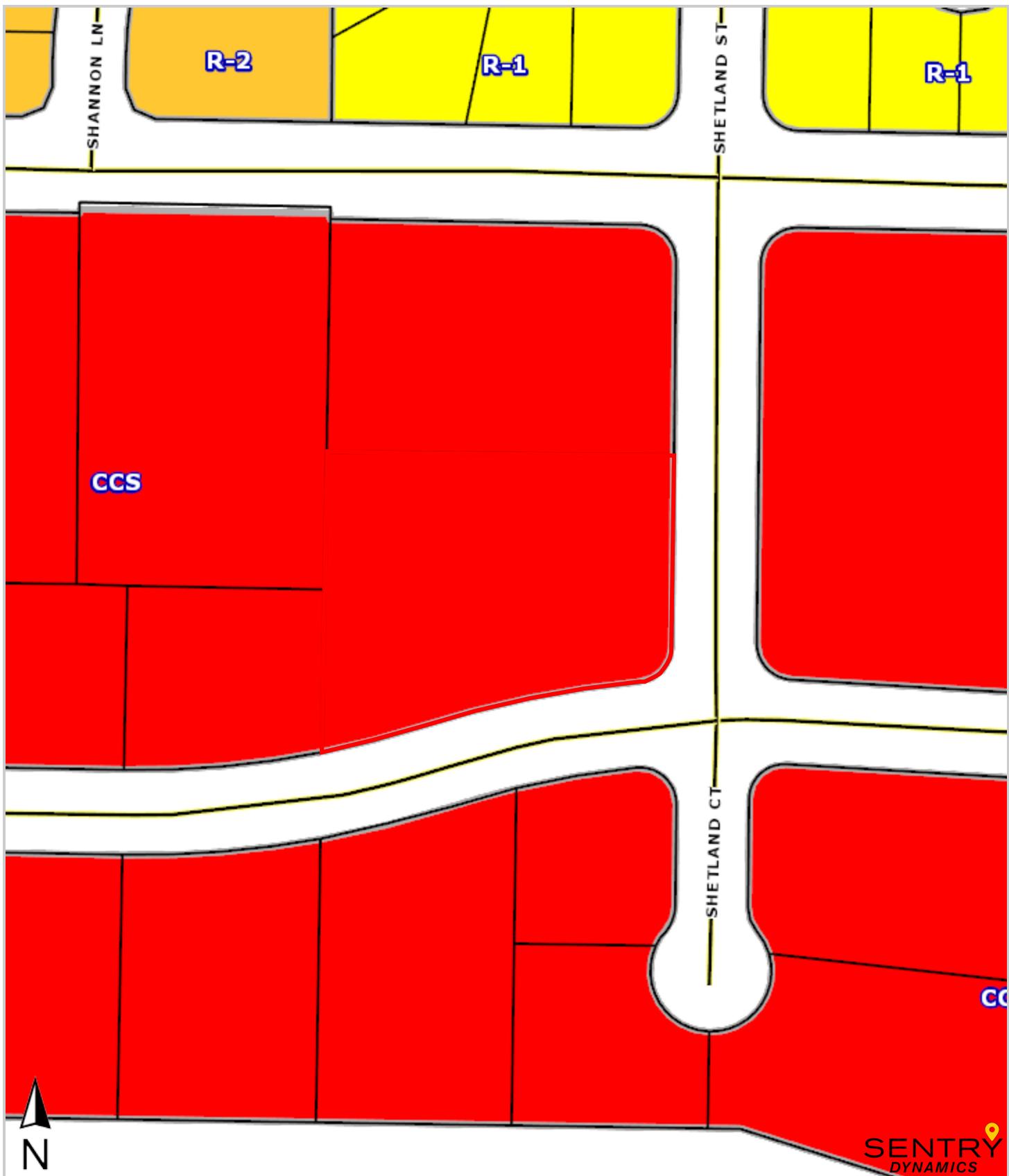
SENTRY  
DYNAMICS

HEXAGON

This map/plat is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.



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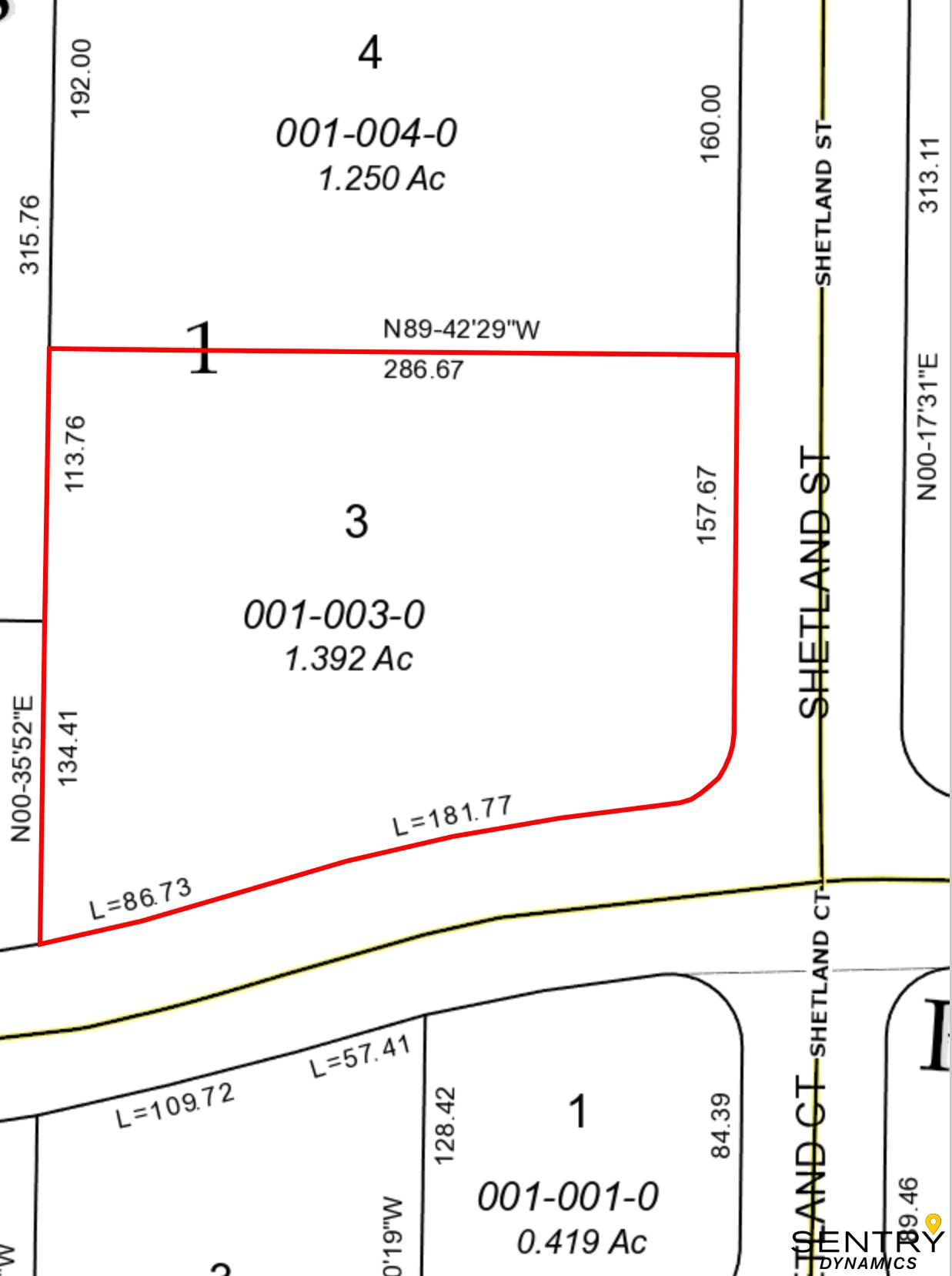
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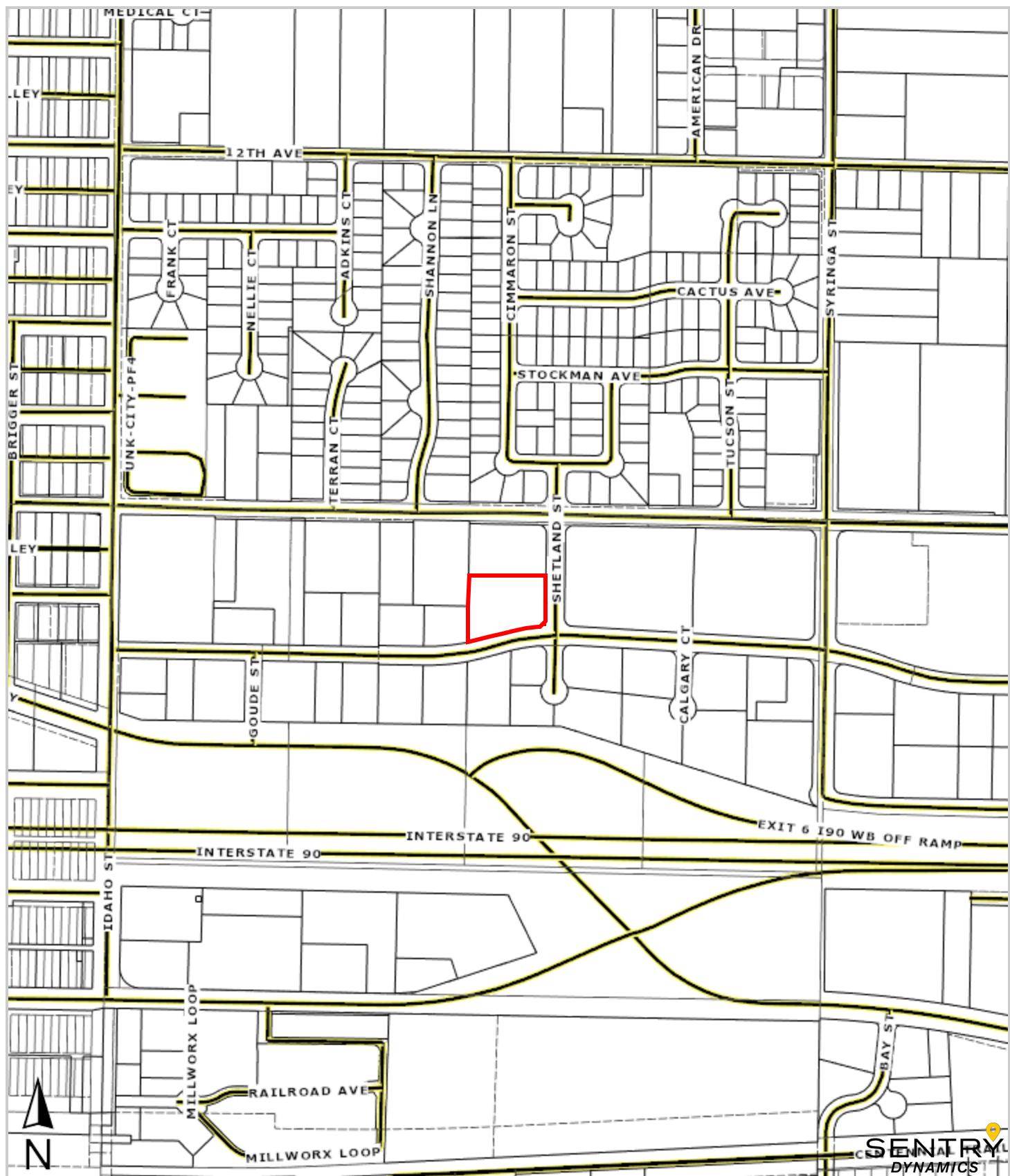
64.33

OLSTON AVE

64.32



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JIM BRANNON 5 P 2909984000  
KOOTENAI COUNTY RECORDER  
KKR 8/1/2022 11:47 AM  
REQ OF FIRST AMERICAN TITLE -  
KOOTENAI  
RECORDING FEE: \$15.00 DD  
Electronically Recorded

After Recording Return To:

DAUGHARTY LAW GROUP  
505 E. Front Avenue, Suite 301  
Coeur d'Alene, Idaho 83814  
1039585-C

## QUITCLAIM DEED

FOR VALUE RECEIVED, NORTH IDAHO SURGICAL HOSPITAL BUILDING, LLC, an Idaho limited liability company whose address is 1593 E. Polston Ave., Post Falls, Idaho 83854, ("Grantor"), does hereby convey, release, remise, and forever quit claim unto NISHB LAND HOLDINGS, LLC, an Idaho limited liability company whose address is 1593 E. Polston Ave., Post Falls, Idaho 83854, ("Grantee"), all right, title and interest in the following described real property:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

Together with all and singular tenements, hereditaments, and appurtenances there unto appertaining.

DATED this 29 day of July 2022.

GRANTOR:

NORTH IDAHO SURGICAL HOSPITAL BUILDING, LLC

By   
Ronald H. Rock, Manager

STATE OF IDAHO )  
ss  
County of Kootenai )

On this 29 day of July 2022, before me, the undersigned Notary Public in and for said state, personally appeared, Ronald H. Rock, known or identified to me to be the Manager of NORTH IDAHO SURGICAL HOSPITAL BUILDING, LLC, an Idaho limited liability company, that he executed the foregoing instrument on behalf of said company, and acknowledged to me that such limited liability company executed the same.

WITNESS my hand and official seal.



Notary Public in and for the State of Idaho  
Residing at Post Faxes  
My commission expires: 11-28-2023

MARK JOHNSON  
Notary Public - State of Idaho  
Commission Number 21442  
My Commission Expires 11-28-2023

EXHIBIT A

**PARCELS 1 & 2:**

LOTS 1 AND 2, BLOCK 1, MOTOSPORTS SUBDIVISION, ACCORDING TO THE PLAT FILED IN BOOK K OF PLATS AT PAGE 275, RECORDS OF KOOTENAI COUNTY, IDAHO.

**PARCELS 3 & 4:**

LOTS 5 AND 6, BLOCK 2, INTERSTATE BUSINESS CENTER FIRST ADDITION, ACCORDING TO THE PLAT RECORDED IN THE OFFICE OF THE COUNTY RECORDER IN BOOK I OF PLATS, PAGE 119, RECORDS OF KOOTENAI COUNTY, STATE OF IDAHO.

**PARCEL 5:**

LOT 4, BLOCK 3, INTERSTATE BUSINESS CENTER FIRST ADDITION, ACCORDING TO THE PLAT RECORDED IN THE OFFICE OF THE COUNTY RECORDER IN BOOK I OF PLATS, PAGE 119, RECORDS OF KOOTENAI COUNTY, STATE OF IDAHO.

**PARCEL 6:**

LOT C, BLOCK 1, NORTHWEST SPECIALTY HOSPITAL, ACCORDING TO THE PLAT RECORDED IN BOOK J OF PLATS, PAGE 38, RECORDS OF KOOTENAI COUNTY, STATE OF IDAHO.

**PARCEL 7:**

THE WEST HALF OF THE WEST HALF OF TRACT 62, BLOCK 35, POST FALLS IRRIGATED TRACTS, ACCORDING TO THE PLAT RECORDED IN BOOK "C" OF PLATS AT PAGE 78, RECORDS OF KOOTENAI COUNTY, IDAHO;

EXCEPT THAT PORTION BEGINNING AT THE SOUTHWEST CORNER OF TRACT 62, BLOCK 35, BEING A POINT ON THE NORTH LINE OF THE ROAD RIGHT OF WAY AS DELINEATED ON THE RECORDED PLAT;

THENCE EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 40 FEET TO THE REAL POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE NORTH PARALLEL TO THE WEST LINE OF TRACT 62, A DISTANCE OF 135 FEET;

THENCE EAST PARALLEL TO THE SOUTH LINE OF TRACT 62, A DISTANCE OF 125.23 FEET TO A POINT ON THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF TRACT 62;

THENCE SOUTH PARALLEL TO THE WEST LINE OF TRACT 62, A DISTANCE OF 135 FEET TO A POINT ON THE SOUTH LINE OF TRACT 62, BEING ALSO ON THE NORTH RIGHT OF WAY LINE OF SAID ROAD;

THENCE WEST ALONG SAID LINE, A DISTANCE OF 125.23 FEET TO THE REAL POINT OF BEGINNING.

**PARCEL 8:**

THE EAST HALF OF THE WEST HALF OF TRACT 62, BLOCK 35, POST FALLS IRRIGATED TRACTS, ACCORDING TO THE PLAT RECORDED IN BOOK C OF PLATS, PAGE 78, RECORDS OF KOOTENAI COUNTY, IDAHO

**PARCEL 9:**

THE EAST HALF OF TRACT 61, BLOCK 35, POST FALLS IRRIGATED TRACTS, ACCORDING TO THE PLAT RECORDED IN BOOK C OF PLATS, PAGE 78, RECORDS OF KOOTENAI COUNTY, IDAHO

**PARCELL 10, 11 & 12:**

LOTS 2, 3 & 4, BLOCK 1, INTERSTATE BUSINESS CENTER, ACCORDING TO THE PLAT RECORDED IN THE OFFICE OF THE COUNTY RECORDER IN BOOK g OF PLATS, PAGE 422, RECORDS OF KOOTENAI COUNTY, STATE OF IDAHO.

**PARCEL 13:**

**A parcel of land in the Northwest Quarter of Section 2, Township 50 North, Range 5 West, Boise Meridian, City of Post Falls, Kootenai County, Idaho, being a portion of Tract 7, Post Falls Irrigated Tracts, Block 2, according to the plat recorded in the office of the County Recorder in Book C of Plats at Page 78, Kootenai County,**

**Idaho**

**And more particularly described as follows:**

**Commencing at the North Quarter corner of said Section 2; thence**

**North 89°15'40" West along the North line of the Northwest Quarter, Section 2, a distance of 1,323.46 feet; thence**

**South 00°35'52" West a distance of 30.00 feet to a point on the Southerly Right-ofWay line of Mullan Avenue and the True Point of Beginning for this description; thence**

**Continuing South 00°35'52" West a distance of 315.76 feet; thence**

**North 89°15'14" West a distance of 204.63 feet; thence**

**North 00°26'18" East a distance of 315.74 feet; thence**

**South 89°15'40,> East a distance of 205.51 feet to the True Point of Beginning.**

**EXCEPTING THEREFROM that portion conveyed to the City of Post Falls by**

**Grant of Right-of-Way recorded July 10, 2001 as Instrument No. 1686219.**

**RECORDATION REQUESTED BY:**

Mountain West Bank, Division of Glacier Bank  
North Idaho Comm'l Loan Center  
101 IRONWOOD DRIVE SUITE 148  
COEUR D'ALENE, ID 83814

**WHEN RECORDED MAIL TO:**

Mountain West Bank, Division of Glacier Bank  
North Idaho Comm'l Loan Center  
101 IRONWOOD DRIVE SUITE 148  
COEUR D'ALENE, ID 83814

JIM BRANNON 8 P 2481046000  
KOOTENAI COUNTY RECORDER  
PRP 12/18/2014 4:44 PM  
REQ OF ALLIANCE TITLE - COEUR D'ALENE  
OFFICE  
RECORDING FEE: \$31.00 MD  
Electronically Recorded

**SEND TAX NOTICES TO:**

NORTH IDAHO SURGICAL HOSPITAL BUILDING, L.L.C.  
1593 E POLSTON AVE  
POST FALLS, ID 83854-0000

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

2481046000

**DEED OF TRUST**

THIS DEED OF TRUST is dated December 18, 2014, among NORTH IDAHO SURGICAL HOSPITAL BUILDING, L.L.C., AN IDAHO LIMITED LIABILITY COMPANY, whose address is 1593 E POLSTON AVE, POST FALLS, ID 83854-0000 ("Grantor"); Mountain West Bank, Division of Glacier Bank, whose address is North Idaho Comm'l Loan Center, 101 IRONWOOD DRIVE SUITE 148, COEUR D'ALENE, ID 83814 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and ALLIANCE TITLE COMPANY, whose address is PO BOX 307, COEUR D'ALENE, ID 83814 (referred to below as "Trustee").

**CONVEYANCE AND GRANT.** For valuable consideration, Grantor does hereby irrevocably grant, bargain, sell and convey in trust, with power of sale, to Trustee for the benefit of Lender as Beneficiary, all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in KOOTENAI County, State of Idaho:

See EXHIBIT A, which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as 1163 E POLSTON AVE

1251 E POLSTON AVE

1180 E MULLAN AVE

1170 E MULLAN AVE, POST FALLS, ID 83854. The Real Property tax identification number is P42700010020; P42700010030; P42700010040; AND P705002007AA.

**CROSS-COLLATERALIZATION.** In addition to the Note, this Deed of Trust secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

**THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property. The following provisions relate to the use of the Property or to other limitations on the Property. THE REAL PROPERTY IS NOT MORE THAN EIGHTY (80) ACRES AND IS NOT PRINCIPALLY USED FOR THE AGRICULTURAL PRODUCTION OF CROPS, LIVESTOCK, DAIRY OR AQUATIC GOODS, OR IS NOT MORE THAN FORTY (40) ACRES REGARDLESS OF USE, OR IS LOCATED WITHIN AN INCORPORATED CITY OR VILLAGE.

**Duty to Maintain.** Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Compliance With Environmental Laws.** Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

**Nuisance, Waste.** Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping or waste on or to

**DEED OF TRUST  
(Continued)**

Page 6

regulations adopted pursuant thereto.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

**Grantor.** The word "Grantor" means NORTH IDAHO SURGICAL HOSPITAL BUILDING, L.L.C.

**Guaranty.** The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or wastes as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Improvements.** The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Deed of Trust.

**Lender.** The word "Lender" means Mountain West Bank, Division of Glacier Bank, its successors and assigns.

**Note.** The word "Note" means the promissory note dated December 18, 2014, in the original principal amount of \$1,077,505.56 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness; except that the words do not mean any guaranty or environmental agreement, whether now or hereafter existing, executed in connection with the Indebtedness.

**Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

**Trustee.** The word "Trustee" means ALLIANCE TITLE COMPANY, whose address is PO BOX 307, COEUR D ALENE, ID 83814 and any substitute or successor trustees.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRANTOR AGREES TO ITS TERMS.**

**GRANTOR:**

**NORTH IDAHO SURGICAL HOSPITAL BUILDING, L.L.C.**

By:  RONALD H. ROCK, Manager/Member of NORTH IDAHO SURGICAL HOSPITAL BUILDING, L.L.C.

**LIMITED LIABILITY COMPANY ACKNOWLEDGMENT**

STATE OF 1D  
COUNTY OF Kootenai

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**Notary Public for Idaho**

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**My commission expires**

Commission Expires: 8/22/15  
Residing at: Hayden, ID.



**EXHIBIT "A"**



This EXHIBIT "A" is attached to and by this reference is made a part of the Deed of Trust, dated December 18, 2014, and executed in connection with a loan or other financial accommodations between MOUNTAIN WEST BANK, DIVISION OF GLACIER BANK and NORTH IDAHO SURGICAL HOSPITAL BUILDING, L.L.C.

Attach Exhibit Here

**Parcel 1:**

**Lots 2, 3 and 4 in Block 1 of Interstate Business Center according to the official plat thereof, filed in Book G of Plats at Page(s) 422, records of Kootenai County, Idaho**

**Parcel 2:**

**A parcel of land in the Northwest Quarter of Section 2, Township 50 North, Range 5 West, Boise Meridian, City of Post Falls, Kootenai County, Idaho, being a portion of Tract 7, Post Falls Irrigated Tracts, Block 2, according to the plat recorded in the office of the County Recorder in Book C of Plats at Page 78, Kootenai County, Idaho**

**And more particularly described as follows:**

**Commencing at the North Quarter corner of said Section 2; thence**

**North 89°15'40" West along the North line of the Northwest Quarter, Section 2, a distance of 1,323.46 feet; thence**

**South 00°35'52" West a distance of 30.00 feet to a point on the Southerly Right-of-Way line of Mullan Avenue and the True Point of Beginning for this description; thence**

**Continuing South 00°35'52" West a distance of 315.76 feet; thence**

**North 89°15'14" West a distance of 204.63 feet; thence**

**North 00°26'18" East a distance of 315.74 feet; thence**

**South 89°15'40" East a distance of 205.51 feet to the True Point of Beginning.**

**EXCEPTING THEREFROM that portion conveyed to the City of Post Falls by Grant of Right-of-Way recorded July 10, 2001 as Instrument No. 1686219.**