

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF IDAHO**

DANISH ACRES OF IDAHO, LLC, an
Idaho Limited Liability Company,

Plaintiff,

vs.

PETER PHILLIPS, an individual; GREG
SKABELUND and SHELLEY
SKABELUND, husband and wife, and
JOHN OR JANE DOES, 1-5,

Defendants

CASE NO. 4:11-cv-00495 BLW

**SECOND AMENDED DECREE
OF FORECLOSURE**

In this action, the Defendants, Greg Skabeland and Shelley Skabeland, having entered into a Stimulation for Entry of Decree of Foreclosure and the Court having entered a Memorandum Decision and Order granting the Plaintiff summary judgment against the Defendant, Peter Phillips, the Court now enters a Judgment and Decree of Foreclosure pursuant to the prayer of Plaintiff's Complaint in this matter;

WHEREFORE, by virtue of the law and by reason of the premises aforesaid;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

1. Plaintiff, Danish Acres of Idaho, LLC, has a judgment against the Defendant, Peter Phillips, for the following amount:

Principal	\$110,455.84
Accrued Interest through May 24, 2013	\$91,810.98
Late Fee	\$8,085.21
Foreclosure Litigation Guarantee	\$638.00
Attorneys Fees and Costs	\$5,792.03
Total amount of Judgment	\$216,782.06

With interest continuing to accrue from May 24, 2013 at the rate of \$66.58 per diem

This aggregate sum is decreed to be established as a valid, subsisting and prior lien on the real property described in Exhibit "A" attached hereto.

2. The Mortgage held by the Plaintiff on the property described in Exhibit "A" attached hereto is a valid first mortgage on said property.

3. That all the mortgaged real property described in the Complaint and in Exhibit "A" attached hereto be sold by the Federal Marshall for the United States District Court for the District of Idaho, in one parcel and in the manner prescribed by the laws of the State of Idaho and the practices of this Court, and that said Marshall execute a Certificate of Sale to the purchaser or purchasers of the mortgaged property sold by the Marshall and that the Marshall, out of the proceeds of the sale, retain his fee, disbursements and commission on said sale, and pay first to the Plaintiff or its attorney out of the said remaining proceeds, the amount described in paragraph 1 above, and the balance remaining, if any to be paid according to further order of this Court.

4. Plaintiff may credit bid upon the purchase price for the subject property the amount of its judgment together with accruing interest and any accruing costs paid by the Plaintiff. Any other party to this action shall be a cash bidder.

5. That all Defendants and any unknown heirs or devisees of the foregoing named parties who may be deceased, and the unknown owners, claimants and parties in interest claiming all or any part of the real property described in Exhibit "A" attached hereto, and each of them, and all parties claiming or to claim from and under them, or any of them, and all persons have liens subject to the mortgage of Plaintiff herein by

judgment or decree or otherwise upon the lands and premises described in Exhibit "A" attached hereto, or any part or parcel thereof, and their heirs, personal representatives and all persons claiming to have acquired any estate or interest in or to said lands or premises, be, and they hereby are, forever barred and foreclosed of and from all right, title, claim and interest in and to said mortgaged premises and in and to every part or parcel thereof, except for such rights of redemption as they may have pursuant to Idaho law and that said persons, and each of them, be and they are hereby enjoined and restrained from removing or destroying any of the buildings, the improvements or appurtenances, or otherwise damaging the lands or premises prior to redemption from such sale.

6. That the Plaintiff or any party to this action may become a purchaser of said property at said Marshall's sale, and if the Plaintiff becomes such purchaser, it shall be entitled to a credit on the amount bid on the sale of said property by the Marshall up to the amount of judgment and costs, and interest as set forth herein.

7. That the purchaser or purchasers of said mortgaged premises at said Marshall's sale be let into possession thereof upon production of a Marshall's Certificate of Sale and that said Defendants, or any of them, or any person claiming to acquired any right, title, claim, estate or interest in or to said premises through the Defendants, if in possession of said premises or any part thereof, and any person or persons who, since the commencement of this action, have coming into possession under them, shall deliver possession thereof to such purchaser or purchasers, subject only to such statutory right of redemption as said Defendants may have by law.

8. If the proceeds of the Marshall's sale are insufficient to pay the indebtedness

owed to Plaintiff, with costs and expenses of sale, it shall so appear from the return of execution by the Federal Marshall to the Clerk of the Federal District Court issuing the same, and Plaintiff may make application to the District Court for the purpose of establishing the amount of a deficiency indebtedness, if any, against Defendant, Peter Phillips, for the amount of judgment entered herein remaining unsatisfied, and the Court does hereby retain jurisdiction of this matter for that purpose.

9. That the Defendants, unless their redemption rights are waived by agreement, shall have rights of redemption of this said described real property as provided by Idaho law and in the event all redemption rights are waived by agreement or are not exercised within one year from the date of the Marshall's sale of said real property, the Marshall of the Federal District Court, shall deliver a Marshall's Deed to the premises to the purchaser or purchasers thereof.

10. Jurisdiction of this cause is hereby expressly reserved and retained for the purpose of making such further orders as may be necessary in order to carry this Decree of Foreclosure into effect and correct any mathematical error, to grant any accrued credits, or for the purpose of making such further orders as may be necessary or desirable.

DATED: **October 18, 2013**



A handwritten signature in black ink that reads "B. Lynn Winmill".

B. LYNN WINMILL
Chief U.S. District Court Judge

EXHIBIT "A"

Township 15 South, Range 38 East of the Boise Meridian, Franklin County, Idaho.

Section 28: The Southeast quarter of the Northwest quarter, the South half of the Northeast quarter, the East half of the Southwest quarter, the Southeast Quarter. (01555.00)

Except: Commencing at a point 40 rods East of the South quarter corner of Section 28, Township 15 South, Range 38 East of the Boise Meridian, Franklin County, Idaho; thence Northerly and Westerly to a point 30 rods North and 20 rods East of the South quarter corner; thence West 20 rods; thence South 30 rods; thence East 40 rods to the place of beginning.

Township 15 South, Range 38 east of the Boise Meridian, Franklin County, Idaho.

Section 33: The North half of the Northeast quarter, the Southeast quarter of the Northeast quarter. (01585.00)
The East half of the Southeast quarter. (01586.00)

Except: Commencing 6 rods West of the Southwest corner of the Northeast quarter of the Northeast quarter, Section 33, Township 15 South, Range 38 East of the Boise Meridian, Franklin County, Idaho, running thence North 400 feet; thence Northwesterly 760 feet; thence Northerly to a point on the North line of Section 33, 40 rods East of the North quarter corner; thence West 40 rods; thence South 80 rods; thence East 74 rods to the place of beginning.

Also excepting therefrom: Commencing at the Southwest corner of the Southeast quarter of the Southeast quarter of Section 33, Township 15 South, Range 38 East of the Boise Meridian, Franklin County, Idaho, thence East 19 rods, thence North 90 rods, thence West 19 rods, thence South 90 rods to the place of beginning.

Township 15 South, Range 38 East of the Boise Meridian, Franklin County, Idaho.

Section 34: The South half of the Northwest quarter. (01588.00)
The East half of the Southwest quarter. (01587.00)

Township 16 South, Range 38 East of the Boise Meridian, Franklin County, Idaho.

Section 3: Government Lots 3 and 4, and the East 30 rods of the West half of the Southwest quarter. (02434.00)

Except: Commencing at the Northeast corner of Lot 3, Section 3, Township 16 South, Range 38 East of the Boise Meridian, Franklin County, Idaho, and running

thence South to Southeast corner of Lot 3, thence West 41 rods; thence Northeasterly to a point 30 rods West of the Northeast corner of Lot 3; thence East to the point of beginning.

Township 16 South, Range 38 East of the Boise Meridian, Franklin County, Idaho.

Section 4: Government Lot 1. (0237.00)

Except: Commencing at the Southwest corner of Lot 1, Township 16 South, Range 38 East of the Boise Meridian, Franklin County, Idaho and running thence East 42 rods, thence Northwesterly to a point on the North line of Section 4; 19 rods East of the Northwest corner of Lot 1, thence West 19 rods to the Northwest corner of Lot 1; thence South to Southwest corner of Lot 1, which is the place of beginning.

Together with any and all water and/or water stock appurtenant thereto.