

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

CIVIL CASE NUMBER: 39576 **A75-10527**
Identification No. **AKA W0307**
Date Received **4/26/90**
Receipt Number **E @ 14177/90**

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM

RECEIVED

NOTICE OF CLAIM

MAY - 5 1990

TO A

WATER RIGHT

ACQUIRED UNDER STATE LAW

For Domestic and/or Stockwater Purposes
Where Daily Use is less than 13,000 gallons per day.

Department of Water Resources
Eastern District Office

RECEIVED

APR 25 1990

Filing Fee \$25

Please type or print clearly

1. Name of Claimant (s) Bernice Evans Phone ()

Mailing Address Salmon Idaho Zip 83467

2. Date of Priority (Only one per claim) JUNE 20, 1962 Month/Day/Year

3. Source of water supply (Check one) ☒ Groundwater or Other () (a) _____
which is tributary to (b) _____ Name or kind of source

4. Location of point of diversion is: Township 21 N Range 22 E
Section 18 NE 1/4 of SE 1/4 of NE 1/4, Gov. Lot _____, B1
County of Lemhi

Additional points of diversion if any: _____

5. Description of existing diversion works (Ditches, Wells, Pumps, Pipelines, Headgate Etc.), including the dates of any changes or enlargements in use, the dimensions of the diversion works as constructed and as enlarged and the depth of each well. 50 foot well with 6" casing with submersible pump with surface pipe and sprinklers installed on less than 1/2 acre. also piped to small stock water tank

6. Water is claimed for the following: (limited to Domestic and/or Stockwater only. See Instructions.)

For Domestic purposes from 4-16 Month/Day to 10-15 Month/Day amount 0.04 (cfs)
(Both dates are inclusive)
For _____ purposes from _____ to _____ amount _____

7. Total quantity claimed 0.04 (cfs)

8. Total consumptive use claimed is de minimus

9. Non-irrigation uses. Describe fully. (Domestic: give number of households served if single ownership; Stockwater: Type and Number of livestock) Hard & pasture of less than 2 acres with sprinkler system outside well and pipe to stock water tank for 8 head of cattle.

A7510527



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10. Place of use is: Township: 21N Range: 22E
Section 18 SE 1/4 of NE 1/4, Govt. Lot _____, B.M.,

for (Circle One) Domestic Stock Domestic and Stock
Additional places of use, if any _____

11. In which county (ies) are lands listed above as place of use located? LEMI

12. Do you own the property listed above as place of use? Yes ☒ No ☐
If your answer is No, describe in Remarks below the authority you have to claim this water right.

13. Describe any other water rights used at the same place and for the same purposes as described above.
() None or another 30 ft. well for domestic use and ditch water from

14. Remarks: The Ramey Irrigation Canal

15. Basis of Claim (Circle One) Beneficial Use Posted Notice License Permit Decree

Court _____ Decree Date _____ Plaintiff vs Defendant _____

If applicable provide IDWR Water Right Number _____

16. Signature (s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understood the form entitled "How you will receive notice in the Snake River Basin Adjudication". (b.) I/We do _____ do not ☒ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of Attachments 2

For Individuals: I do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant (s) Bernice Evans, Guardian/Conservator Date 4-24-90
Phyllis Evans, Guardian/Conservator Date _____

For Organizations: I do solemnly swear or affirm that I am Guardian/Conservator
of Bernice Evans Organization that I have signed the foregoing
document in the space below as Guardian/Conservator of Bernice Evans
Title Organization
and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent Phyllis Evans Date 4-24-90
Title and Organization Guardian/Conservator for Bernice Evans

State of Colorado)

County of Denver) SS. NOTARIZATION REQUIRED FOR EACH CLAIM

Subscribed and sworn (or affirmed) before me this 24th day of April 19 90

SEAL

Notary Public Jean M. Redeker

Residing at 3020 So. Madison

My Commission Expires _____ My Commission Expires July 30, 1990

Last Name _____ Ident No. _____

Outside well

Copies: White-State, Yellow-Claimant

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APR 19 1994

Jordan P. Smith
Attorney at Law
807 Main Street
Salmon, ID 83467
(208) 756-2257

Department of Vector Resources
Eastern District Office

POOR ORIGINAL

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF LEMHI
(MAGISTRATE DIVISION)

IN THE MATTER OF THE ESTATE OF)

CASE NO. G 241

BERNICE E. EVANS,)

APPOINTMENT OF GUARDIAN/CONSERVATOR

A Protected Person.)

Upon consideration of the Petition for Appointment of Guardian and Conservator filed by Phyllis Evans, on January 19, 1990, the Court finds, upon hearing, that a qualified person has petitioned for appointment as Guardian/Conservator of BERNICE E. EVANS, that venue is proper, that required notices were given, that all requirements for appointment under the Idaho Uniform Probate Code have been met, and that the best interests and welfare of BERNICE E. EVANS will be served by the appointment of Phyllis Evans as Guardian/Conservator.

Therefore, Phyllis Evans is hereby appointed Guardian/Conservator of BERNICE E. EVANS, to act without bond, and upon qualification and acceptance, letters of guardianship/conservatorship shall be issued to the said Guardian/Conservator.

DATED: February 12, 1990.


Frederick H. Snook, Magistrate

APPOINTMENT OF GUARDIAN/CONSERVATOR

MICROFILMED

APR 19 1994

1/13/1990

SRBA CLAIMS RECEIVING CHECKLIST #1

CLAIMANT'S NAME EVANS

CLAIM IDENT. NO. A 75-10527

DATE RECEIVED 4 May 1990

CR # 131

AMOUNT \$ 25.00

1. Is the name and address complete with zip code? ☐
2. Is a priority date entered? ☐
3. Is the priority date acceptable in view of mandatory filing dates? ☐
4. See adjudication Memos #1 and #4 to determine if a permit is required. ☐
5. (a) Is a source entered? ☐
6. (b) Is a tributary to entered? (if required) ☐ N/A
7. Is the legal description of the p.d. sufficient? ☐
8. Is there a description of the diverting works? ☐
9. Are the water uses appropriate for the form? The short form is limited to domestic and stockwater uses with direct diversion. All claims that include storage or instream stockwater must use long form. ☐
10. Is the period of use included? ☐
11. Is a quantity claimed for each use? ☐
12. Is a total quantity claimed entered? ☐
13. Is required is a consumptive use entered? ☐ N/A
14. Is the consumptive use correct? ☐ N/A
15. Are the non-irrigation uses listed properly? Is this claim is on the short form, and more than one domestic use is listed, single ownership must be stated. If not under single ownership, see adjudication Memo # 4. ☐ N/A
16. Is (are) the place(s) of use and purpose(s) indicated? ☐
17. Is (are) the country(ies) entered? ☐
18. Is the ownership of p.d. checked? ☐
19. Are other water rights listed or "none" indicated? ☐
20. If required, are remarks correct? (If the claimant does not own the place of use, authority for filing the claim must be explained in the remarks.) ☐ N/A
21. Is the basis of the claim indicated? ☐
22. Is the claimant requested a monthly checker sheet, is payment enclosed? (if yes, describe payment: status in "Comments" below.) ☐ N/A
23. Is the claim signed by the claimant, and is the signature appropriate? Organizations must complete the organization block. ☐
24. Has the claim been signed, sealed, and dated by a notary? ☐
25. Was this claim filed on time, or was an extension granted? ☐
26. Is the fee enclosed correct? ☐ Example: ☐
27. Is this claim is based on an existing water right, has the identification number been entered? ☐ N/A
28. Should this claim be data entered? ☒

POOR ORIGINAL

10/1/90

Claim checked by: JX

Date: 12-6-90

Claim must be returned to claimant: ☒

Claimant must be notified of modifications: ☒

Receipt Prepared by: Thompson
 Claim data entered by: _____
 Sent to claimant by: _____

Date: 4 May 1990
 Date: _____
 Date: _____

Checked by: _____ Date: _____

Comments: _____

MICROFILMED

APR 19 1994

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: A75-10527
Date Received: 3/18/1993
Receipt No: E014177
Received By: _____

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: BERNICE EVANS

Address:

SALMON ID

83467

2. Date of Priority: JUN 20, 1962

3. Source: GROUNDWATER

Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
21N	22E	18	NE	SE	NE		LEMHI

5. Description of diverting works:

50' DEEP; 6" CASING; SUB PUMP WITH PIPE TO SPRINLERS TO STOCK TK

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
STOCKWATER	04/16	10/15	0.040		

7. Total Quantity Appropriated is:

0.040 C.F.S. (and/or)

A.F.A.

8. Total consumptive use is

Acre Feet Per Annum.

9. Non-irrigation uses:

DOMESTIC, 1 HOME WITH YARD AND PASTURE AND PIPE TO STOCK TANK

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
21N	22E	18	SE	NE		DOMEST	

11. Place of use in counties: LEMHI

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APR 19 1994

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:

1 30' WELL/DOM USE; DITCH WATER FROM RAMEY IRR. CANAL

14. Remarks:

15. Basis of Claim: BENEFICIAL USE

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do _____ do not _____ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: _____

For Individuals:

I/We do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s): _____ Date: _____
_____ Date: _____

State of Idaho)
County of _____) SS.

Subscribed and sworn (or affirmed) before me this _____ day
of _____ 19 _____

Notary Public

Seal

Residing at _____

My Commission Expires _____

AJ0743NP
(00-124)

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIMS PROOF READING REPORT
(REGIONAL)

12/01/98 12:14:33
Page 1

Water Right Number - R75-10527

Prefix Translation: RESEARCH

Old (D) Number -

+ - - - - Last Name - - - - +

+ - First Name - - +

+ - - - - Address - - - - - +

*** C - CURRENT OWNER ***

JENSEN

STANLEY H

1 - PO BOX 211

2 -

3 -

City- SALMON

State- ID Zip- 83467

Phone - 208-756-6113

JENSEN

BONNIE J

1 - PO BOX 211

2 -

3 -

City- SALMON

State- ID Zip- 83467

Phone - 208-756-6113

*** O - ORIGINAL OWNER ***

EVANS

BERNICE

1 -

2 -

3 -

City- SALMON

State- ID Zip- 83467

Phone - 208-000-0000

+ - - Priority Date - - +
06/20/1962

+ - - - Region - - - +
15 EASTERN

+ - - - Stage - - - +
J - BENEFICIAL USE

+ - - - Status - - - +

+ - - - - Source - - - - - +
GROUNDWATER

+ - - - - Tributary - - - - - +

+ - - - - Point of Diversion - - - - - +
Twn Rng Sec Tract Lot RFlg County

21N 22E 18 NE SE NE (59) LEMHI

+ - - - - Water Use - - - - - +
Code Description Period From Period To Diversion Rate Diversion Volume

43 - DOMESTIC

01/01

12/31

0.040

+ - Total Div. Rate - + + - Total Div. Volume - +
0.040

+ - Total Consumptive Use - + + - KW Usage - +
0.0

+ - - - - Place of Use - - - - - +
Twn Rng Sec Tract Lot Acres Code Description County

21N

22E

18

SE NE

43 DOMESTIC

(59) LEMHI

Total Acres:

+ - - Diversion Means - 50' DEEP; 6" CASING; SUB PUMP WITH PIPE TO SPRINKLERS TO STOCK TK

+ - - Non-Irrigation Use - 1 HOME

+ - - Other Rights for Same Use - 1 30' WELL/DOM USE; DITCH WATER FROM RAMEY IRR. CANAL

Water right number - R75-10527

Prefix Translation: RESEARCH

+ - - - - Remarks - - - - - +

EXP STOCKWATER 4 HORSES

+ - - - - Old Water Right Numbers - - - - - +

No Old Water Right Numbers Found

+ - - - - Conditions of Approval - - - - - +

N11 - THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A
- DETERMINATION OF HISTORICAL BENEFICIAL USE.
N13 - THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000
- GALLONS PER DAY.

+ - - - Decree Plaintiff - - - + + - - - Decree Defendant - - - + + - Decree Date - +
00/00/0000

+ - - - - Comments - - - - - +

No Comments Found

+ - - Audit Fields - - +

12/01/98 DSMITH

+ - - - - Adjudication Rights Dates and Flags Area - - - - - +

Court Report Filing	- 00/00/0000	Field Inspection Made	- 00/00/0000	Civil Case Number	- 39576
Objection Filed Date	- 00/00/0000	Field Inspection Flag	-	Old Case Number	-
Response Filed Date	- 00/00/0000	Verified Date	- 12/01/1998	Old Judicial District	-
Claim Received Date	- 05/04/1990	Last Amended Date	- 00/00/0000	Temporary Right	- P
		Receipt Number	- E014177	Water District	-
		POU Ownership Flag	- Y	Federal/State Indicator	- S
		Name Connector	- AND/OR	Presumption Flag	-
				Notice of Error Flag	-

STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

RECEIVED

NOV 12 1998

Please print or type. Attach pages with additional information. Instructions are on the back of this page. ^{Department of Water Resources}
Incomplete forms will be returned.

1. Water Right or Adjudication Claim No(s): 75-10527
2. The following **REQUIRED** information must be submitted with this form:
 - A. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**
 - AND
 - B. **PLAT OF PROPERTY** or **SURVEY MAP** for parcel of ten acres or less. (These are usually attached to your deed or on file with the county.)
 - OR
 - C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency **AERIAL PHOTO** with irrigated acres outlined and point(s) of diversion clearly marked.
3. Name and Address of Former Owner/Claimant C. Bernice Evans
Salmon, Ida 83467
4. New Owner/Claimant(s) Stanley H Jensen Bonnie J Jensen
Name Connector (Check one): ☒ and, ☐ or, ☐ and/or
New Mailing Address P.O. Box 211
City, State and ZIP Code Salmon, Ida 83467
New Telephone Number (208) 256-6113
5. Date you acquired the property 12-20-97
6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.
Number of acres you irrigate 4 Number and type of stock 4 Horses
Diversion rate in CFS 0.04 Number of homes 1 Other uses Stock
If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.
7. Signature of New Owner or Claimant(s) Stanley H Jensen
Bonnie J Jensen
Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign this form.
8. For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him or her for all matters related to your claims.

AJ5856NP

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

DATE: FEB-12-1998
PAGE: A-73

RIGHT NUMBER: 75-10527

NAME & ADDRESS: BERNICE EVANS . Stanley H. Jensen
SALMON ID 83467 Bonnie J. Jensen
PO Box 211
Salmon ID 83467

SOURCE: GROUNDWATER

QUANTITY: 0.04 CFS

PRIORITY DATE: 06/20/1962

POINT OF DIVERSION: T21N R22E S18 NESENE Within LEMHI County

PURPOSE AND

PERIOD OF USE: *Delete Stock* PURPOSE OF USE PERIOD OF USE QUANTITY
STOCKWATER DOMESTIC, 1 HOME WITH Y 04-16 10-15 0.04 CFS

PLACE OF USE: DOMESTIC Within LEMHI County
T21N R22E S18 SENE

Place of use for STOCKWATER is same as DOMESTIC

EXPLANATORY MATERIAL: BASIS OF CLAIM - BENEFICIAL USE

Verified by: *Robert E. Jost* Date: *9/29/98*
Verification Source: *Lemhi Co. Assessor*



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, P.O. Box 83720, Boise, Idaho 83720-0098

Phone: (208) 327-7900 FAX: (208) 327-7866

October 20, 1998

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

STANLEY H JENSEN
BONNIE J JENSEN
PO BOX 211
SALMON ID 83467

Re: Snake River Basin Adjudication (SRBA)
Water Right No. 75-10527

Dear Claimant(s):

We have been advised you may be the new owner(s) of the property with the water right referenced above.

Before we can modify our records to reflect your new ownership of the water right referenced above, we need Form 42-248/42-1409(6) completed. This form is enclosed for your use. Please return the form, documentation and proof of domestic use to me attention at this office no later than November 6, 1998.

Please call this office toll-free at 1/800-451-4129 if you have any questions.

Sincerely,

Judy Givens
Clerical Specialist
Adjudication Bureau

/jg

Encl: Form 42-248/42-1409(6)
Water Right Profile Report

[Space Above This Line For Recording Data]

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on September 26, 19 94. The grantor is Stanley H. Jensen AND Bonnie J. Jensen, HUSBAND AND WIFE

("Borrower"). The trustee is FIRST SECURITY BANK OF UTAH, N.A. ("Trustee"). The beneficiary is FIRST SECURITY BANK OF IDAHO, N.A. , which is organized and existing under the laws of THE STATE OF IDAHO , and whose address is P. O. BOX 7069, BOISE, IDAHO 83730 ("Lender").

Borrower owes Lender the principal sum of Sixty Thousand Five Hundred and No/100 Dollars (U.S. \$ 60,500.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on October 1, 2009

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in LEMHI County, Idaho:

The South Half of the Northeast Quarter of the Southeast Quarter of the Northeast Quarter (S1/2NE1/4SE1/4NE1/4) of Section Eighteen (18), Township Twenty-One (21) North, Range Twenty-Two (22), East of the Boise Meridian, Lemhi County, Idaho.

which has the address of Highway 93 South , Salmon , Idaho 83467 ("Property Address");
[Street] [City] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

Initial Initial
SJ BJ

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. sec. 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the

insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to

Initial 	Initial 
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maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold, and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by applicable law to Borrower and to other persons prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

22. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under applicable law.

23. Substitute Trustee. Lender may, for any reason or cause, from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

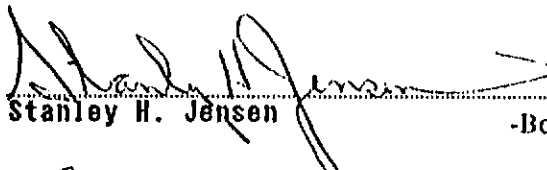
24. Area and Location of Property. Either the Property is not more than twenty acres in area or the Property is located within an incorporated city or village.

25. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- | | | |
|--|---|---|
| ☐ Adjustable Rate Rider | ☐ Condominium Rider | ☐ 1-4 Family Rider |
| ☐ Graduated Payment Rider | ☐ Planned Unit Development Rider | ☐ Biweekly Payment Rider |
| ☐ Balloon Rider | ☐ Rate Improvement Rider | ☐ Second Home Rider |
| ☐ Other(s) [specify] | | |

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 6 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

..... (Seal)
-Borrower


Stanley H. Jensen (Seal)
-Borrower

..... (Seal)
-Borrower

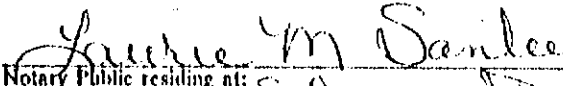

Bonnie J. Jensen (Seal)
-Borrower

STATE OF IDAHO, Lemhi County ss:
On this 29th day of September, 1994, before me,
Laurie M. Santee, a Notary Public in and for said county and state,
personally appeared Stanley H. Jensen & Bonnie J. Jensen,
known or proved to me to be the person(s) who executed the foregoing instrument, and acknowledged to me
that executed the same.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My commission expires:

REQUEST FOR RECONVEYANCE
To Trustee:


Notary Public residing at: Salmon, ID
Comm. Expires 6-1-1995

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 said note or notes and this Deed of Trust, which are 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.

Date:

CONSERVATOR'S DEED

THIS DEED, made by PHYLLIS EVANS, as Conservator of the Estate of BERNICE E. EVANS, a Protected Person, Grantor, to STANLEY H. JENSEN and BONNIE J. JENSEN, Grantees, whose address is Box 211, Salmon, Idaho 83467.

WHEREAS, Grantor is the qualified Conservator of said estate, filed as Probate Number G 241, in Lemhi County, Idaho;

THEREFORE, for valuable consideration received, Grantor sells and conveys to Grantees the following described real property in Lemhi County, Idaho:

The South Half of the Northeast Quarter of the Southeast Quarter of the Northeast Quarter (S1/2 NE1/4 SE1/4 NE1/4) of Section Eighteen (18), Township Twenty-one (21) North, Range Twenty-two (22) East of the Boise Meridian.

Together with a ditch and ditch right, water and water rights appertaining thereto or used in connection therewith, and specifically including an undivided 1/10 interest in and to the following: An undivided 1/24 interest in and to the Kane-Ramey Ditch, so-called, and a like interest in and to the water at all times flowing through said ditch and also the right to the use of 1-1/4 cubic feet per second of the waters of Warm Springs Creek.

with all appurtenances.

EXECUTED this 20th day of December, 1991.

State of Idaho
County of Lemhi

213044
No. 213044

This instrument was filed for record at
the request of Lemhi Title
at 2:33 o'clock P.m. 12-23 1991
and duly filmed and indexed in the
records of Lemhi County

Alberta Wiederrick

Ex-Officio Recorder

By Leri J. Norton Deputy

Fees: 6.00

Phyllis Evans
Phyllis Evans, Conservator of the
Estate of Bernice E. Evans, a
Protected Person

STATE OF COLORADO)
County of Denver) SS

On this 20 day of December, 1991, before me, the undersigned, a Notary Public in and for said State, personally appeared PHYLLIS EVANS, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

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

Victor B. Melhorne
Notary Public for Colorado
Residing at 13910 W. 30th Ave.
Commission: 4-25-94

