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

RECEIVED**JUL 30 2003**

Department of Water Resources

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
 Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
	29-4239				
	29-11634				

2. The following **REQUIRED** information must be submitted with this form:

- A. The appropriate **FILING FEE**. See instructions for fee amounts. *N/A*
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s)

JAMES L. Gilliland and Carla L. Dando

4. New Owner/Claimant(s)

Carla L. Dando

Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

New Mailing Address

6321 W. BUCKSKIN Rd

City, State and ZIP Code

Pocatello, ID 83201

New Telephone Number

(208) 234-4723 (same)

5. Date you acquired the property

January 22, 2003

Same description as you have on file!

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT		
(If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number	Water Use	Description
	Diversion Rate or Volume (cubic feet per second or acre-foot per annum)	(acres, number and type of stock, homes, etc.)
	Irrigation	
	Stock	
	Domestic	
	Other	
	Total	

7. Signature of New Owner(s) or Claimant(s) (include title if applicable)

Charles J. Bando

DESCRIPTION OF YOUR PORTION OF WATER RIGHT		
(If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number	Water Use	Description
	Diversion Rate or Volume (cubic feet per second or acre-foot per annum)	(acres, number and type of stock, homes, etc.)
	Irrigation	
	Stock	
	Domestic	
	Other	
	Total	

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

For Office Use Only

Received by _____	Date _____	Fee _____
Received by _____	Date _____	Receipt No. _____
Processed by _____	AJ Date _____	WR Date _____

Return To:

USAA Federal Savings Bank
10750 McDermott Freeway
San Antonio, TX 78288

Prepared By:
Deborah Smith
10750 McDermott Freeway
San Antonio, TX 78288

[Space Above This Line For Recording Data]

DEED OF TRUST

MIN 100105600013605364

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated January 22, 2003, together with all Riders to this document.

(B) "Borrower" is Carla L. Dando, A Single Person

Borrower is the trustor under this Security Instrument.

(C) "Lender" is USAA Federal Savings Bank

Lender is a Federally Chartered Savings Bank organized and existing under the laws of the United States of America

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IDAHO-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

Form 3013 1/01

VMP -6A(ID) (0005) 01

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Initials



VMP MORTGAGE FORMS - (800)521-7291

Lender's address is 10750 McDermott Freeway, San Antonio, TX 78288

(D) "Trustee" is Alliance Title and Escrow Corporation

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated January 22, 2003

The Note states that Borrower owes Lender One Hundred Thirty Six Thousand Six Hundred Fifty And Zero/100

(U.S. \$136,650.00) Dollars

) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than February 01, 2023

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

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

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

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(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) 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 the County [Type of Recording Jurisdiction]

of Bannock

[Name of Recording Jurisdiction] :

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

Parcel ID Number: R3851025606H/E

6321 West Buckskin Roa

Pocatello

("Property Address"):

which currently has the address of

[Street]

[City], Idaho 83201-9132 [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 understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclosure and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

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.

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File Edit View Favorites Tools Help

Back Forward Stop Search Favorites Media Print

Address http://wenet/apps/appsWorkflow/Framebuild.asp Go

Links Customize Links Free Hotmail Windows Media Windows

Information Search (WR/AJ)

B.	Se...	S.	V.	Source Table	Basis	Status	Priority	Date	Di...	Source...	Water Use List	Owner List
29	4239			wrAdjudicationClaim	Beneficial...	Active		1957-11-01	0.04	SPRING	DOMESTIC, S...	DANDO, CARLA L (Current); GILLILA
29	4239	1		wrAdjudicationRec...	Beneficial...	Active		1957-11-01	0.02	SPRING	DOMESTIC, S...	DANDO, CARLA L (Current); GILLILA
29	4239			wrWaterRight	Statutory ...	Active		1957-11-01	0.02	SPRING	DOMESTIC, S...	HALES, GEORGE G (Current)

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Done Start | Inbox - Microsoft Outlook | http://wenet/apps/ap... Local intranet 9:25 AM

AJ To process

http://wenet/apps/appsWorkflow/Framebuild.asp - Microsoft Internet Explorer

File Edit View Favorites Tools Help

Back Forward Stop Home Search Favorites Media Print Mail

Address http://wenet/apps/appsWorkflow/Framebuild.asp Go

Links Customize Links Free Hotmail Windows Media Windows

Information Search (WR/AJ)

B.	Seq...	S.	V.	Source Table	Basis	Status	Priority Date	Di...	Source...	Water Use List	Owner List
29	11634			wAdjudicationClaim	Beneficial	Active	1980-12-31	0.20	GROU	DOMESTIC R	DANDO, CARLA L (Current); GILLIL
29	11634	1		wAdjudicationRec...	Beneficial...	Active	1980-12-31	0.06	GROU...	DOMESTIC, S...	DANDO, CARLA L (Current); GILLIL

Show References Next Step Previous Steps Screen ID 446

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