

RECEIVED

AUG 21 2003

Department of Water Resources

DISTRICT COURT-SRBA Fifth Judicial District County of Twin Falls - State of Idaho	
AUG 19 2003	
By _____	Clerk
_____	Deputy Clerk

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

In Re SRBA

Subcase 57-11627

Case No. 39576

**ORDER GRANTING MOTION TO FILE
LATE NOTICE OF CLAIM**

On May 9, 2003, Claimants Randall and Christine Andersen, filed a *Motion to File Late Notice of Claim*. Hearing was held on the *Motion* August 19, 2003. This *Motion* complied with all procedural requirements under *SRBA Administrative Order 1*, and no objections were made to the late Notice of Claim.

THEREFORE, IT IS ORDERED, that the *Motion to File a Late Notice of Claim* to water right 57-11627 is **granted**.

The original Notices of Claim, as well as any attached filing fees, and a copy of this *Order* will be forwarded to the Idaho Department of Water Resources for further action.

IT IS SO ORDERED.

Dated August 19, 2003.



ROGER S. BURDICK
Presiding Judge
Snake River Basin Adjudication

CERTIFICATE OF MAILING

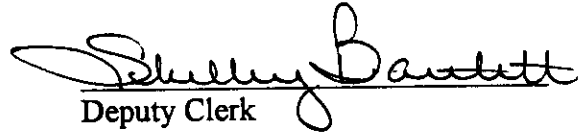
I certify that a true and correct copy of the **ORDER GRANTING MOTION TO FILE LATE NOTICE OF CLAIM** was mailed on August 20, 2003 with sufficient first-class postage to the following:

Randall and Christine Andersen
4299 Pershall Rd.
Marsing, Idaho 83639

IDWR Document Depository
PO Box 83720
Boise, ID 83720-0098

United States Department of Justice
Environment & Nat'l Resources Div.
550 W. Fort St., MSC 033
Boise, Idaho 83724

Chief, Natural Resources Division
Office of Attorney General
P.O. Box 44449
Boise, Idaho 83711-4449


Deputy Clerk

RECEIVED

AUG 21 2003

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

Department of Water Resources

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

CIVIL CASE NUMBER: 39576

Identification No. 57-11627

Date Received _____

Receipt Number _____

NOTICE OF CLAIM
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.

RECEIVED

MAY - 7 2003

Department of Water Resources
Southern District

Filing Fee \$25

Please type or print clearly

1. Name of Claimant(s) Randall & Chris Andersen Phone (208) 989-8530 CA
4299 Pershall Rd Mailing Address Rural Route 313 Pershall Rd Marsing ID Zip 83639
2. Date of Priority (Only one per claim) October 5, 1998 (Date moved into home)
~~March 1, 1998~~ 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 2 North Range 5 West
 Section 11, W 1/4 of NE 1/4 of NE 1/4, Govt. Lot _____, BM.,
 County of Owyhee
 Additional points of diversion if any: N/A
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. 324 foot Domestic Well w/ 1 1/2 HP pump
50 GPM Well
6. Water is claimed for the following: (limited to Domestic and/or Stockwater only. See Instructions.)
 For Domestic purposes from 1-1 Month/Day to 12-31 Month/Day amount 0.04 (cfs)
 For Stockwater purposes from 1-1 (Both dates are inclusive) to 12-31 amount 0.02
7. Total quantity claimed 0.06 (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) One household / 2 horses
Domestic Stockwater

10. Place of use is: Township: 2 North Range 5 West
Section 11, W 1/2, NE 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? Owyhee County
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 N/A
14. Remarks: _____

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) Randall R Anderson Date 5-6-03
Donna Anderson Date 5-6-03

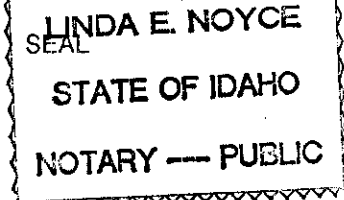
For Organizations: I do solemnly swear or affirm that I am _____ Title _____
of _____, that I have signed the foregoing
Organization
document in the space below as _____ of _____
Title Organization
and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent _____ Date _____
Title and Organization _____

State of Idaho/or _____)
County of _____) SS.

NOTARIZATION REQUIRED FOR EACH CLAIM

Subscribed and sworn (or affirmed) before me this 6 day of May 2003



Notary Public Linda E Noyce
Residing at Martinez Idaho
My Commission Expires 9-21-2004

Last Name _____ Ident No. _____
Copies: White-State, Yellow-Claimant

TREASURE VALLEY DRILLING & SERVICE INC.

PO Box 548
Nampa, ID 83653
(208)465-6100

Invoice

DATE	INVOICE #
5/20/98	98072

BILL TO
Anderson, Randall 15818 Ellis Ave Caldwell, ID 83605

		TERMS	DUE DATE
		Due on 10th	6/10/98
QUANTITY	DESCRIPTION	RATE	AMOUNT
	WELL:		
160	Feet 6" Well	18.00	2,880.00
164	Feet 6" Open Hole	10.00	1,640.00
	Drive Shoe	55.00	55.00
	Well Cap	35.00	35.00
	Well Seal	50.00	50.00
	Permit	75.00	75.00
	Subtotal for well		4,735.00
	Pumping System-complete installation	2,350.00	2,350.00
	Includes: 1 1/2 hp 20 gpm pump, tank, pipe, wire, fittings, permits & labor		
	Water Test	150.00	150.00
	Payment: Received from Randall Anderson on 6/11/98	-3,000.00	-3,000.00
		Total	\$4,235.00

Finance Charges will be 21% per year, 1.75% monthly, on
unpaid balance after the 10th of each month.

TREASURE VALLEY DRILLING & PUMP INC.

PO Box 548
Nampa, ID 83653
(208)465-6100

Invoice

DATE	INVOICE #
5/20/98	98072

BILL TO
Anderson, Randall 15818 Ellis Ave Caldwell, ID 83605

TERMS	DUE DATE
Due on 10th	6/10/98

QUANTITY	DESCRIPTION	RATE	AMOUNT
	WELL:		
160	Feet 6" Well	18.00	2,880.00
164	Feet 6" Open Hole	10.00	1,640.00
	Drive Shoe	55.00	55.00
	Well Cap	35.00	35.00
	Well Seal	50.00	50.00
	Permit	75.00	75.00
	Subtotal for well		4,735.00
	Pumping System-complete installation Includes: 1 1/2 hp 20 gpm pump, tank, pipe, wire, fittings, permits & labor	2,350.00	2,350.00
	Water Test	150.00	150.00
		Total	\$7,235.00

Finance Charges will be 21% per year, 1.75% monthly, on
unpaid balance after the 10th of each month.

paid 3,000.00/6-10

Certified to be a true
and correct copy of the
original.

[Signature]

PLEASE RETURN TO:

FT MORTGAGE COMPANIES D/B/A PREMIER MORTGAGE RESOURCES

8150 EMERALD #190 BOISE, ID 83704

[Space Above This Line For Recording Data]

0007876857

State of Idaho

DEED OF TRUST

FHA Case No.

121-1681670-703

THIS DEED OF TRUST ("Security Instrument") is made on **September 30, 1998**
The Grantor is

RANDALL R. ANDERSON, AN UNMARRIED MAN

("Borrower"). The trustee is

PIONEER TITLE COMPANY OF CANYON COUNTY

("Trustee"). The beneficiary is

FT MORTGAGE COMPANIES D/B/A PREMIER MORTGAGE RESOURCES

which is organized and existing under the laws of **THE STATE OF KANSAS**, and

whose address is **2345 GRAND AVE, STE 2200, KANSAS CITY, MO 64108**

("Lender"). Borrower owes Lender the principal sum of

EIGHTY EIGHT THOUSAND TWO HUNDRED FIFTY NINE & 00/100

Dollars (U.S. \$ **88,259.00**).

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, 2028. 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

FHA Idaho Deed of Trust - 4/96

VMP-4R(ID) (9705)

Amended 5/97

Page 1 of 8

Initials: *RA*

VMP MORTGAGE FORMS - (800)521-7291



performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to the Trustee, in trust, with power of sale, the following described property located in Owyhee County, Idaho:
 All that tract or parcel of land as shown on Schedule "A" attached hereto which is incorporated herein and made a part hereof.

which has the address of ROUTE 1 PERSHALL ROAD BOX 313, MARSING [Street, City],
Idaho 83639 [Zip Code] ("Property Address");
County: 02N05W110150 A City:

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 seized 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.

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.

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

1. **Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. **Monthly Payment of Taxes, Insurance and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 *et seq.* and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

Initials: RA

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. 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 (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property.

Initials: RA

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 the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. 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 place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other 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, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

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.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) Default. Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) Sale Without Credit Approval. Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

Initials: RA

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.
- (c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.
- (d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.
- (e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of 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 successor 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 9(b). 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.

Initials: RA

13. **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 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.

14. **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.

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

16. **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 Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "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 16, "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:

17. **Assignment of Rents.** Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

Initials: RA

18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender 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 18, 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 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.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 *et seq.*) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

19. 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 and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

20. 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.

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

22. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants 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)].

☐ Condominium Rider

☐ Planned Unit Development Rider

☐ Growing Equity Rider

☐ Graduated Payment Rider

☒ Other [specify]

SEE IHFA TAX EXEMPT FINANCING
RIDER ADDENDUM TO DEED OF TRUST
ATTACHED HERETO AND MADE A PART
HEREWITH ALSO IHFA RECAPTURE NC
IS RECORDED

Initials: RA

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

Witnesses:

_____	<u>Randall R Anderson</u> (Seal) RANDALL R. ANDERSON -Borrower
_____	_____ (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower

STATE OF IDAHO,

CANYON

County ss:

On this 30th day of September

1998

, before me,

BLANCA E. ACOSTA

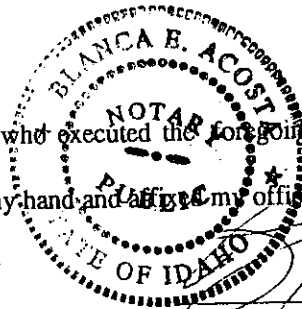
, a Notary Public in and for said county and state, personally

appeared

RANDALL R. ANDERSON

known or proved to me to be the person(s) who executed the foregoing instrument, and acknowledged to me that he 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.



Notary Public residing at: GREENLEAF, ID

MY COMMISSION EXPIRE: 9-1-99

TAX EXEMPT FINANCING RIDER (ADDENDUM)
(To Deed of Trust)

IHFA LOANS HAVE RESTRICTED ASSUMABILITY

THIS TAX EXEMPT FINANCING RIDER is made this 30TH day of SEPTEMBER, 19 98, and is incorporated into and shall be deemed to amend and supplement the Deed of Trust ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to

FT MORTGAGE COMPANIES D/B/A PREMIER MORTGAGE RESOURCES ("Lender")

of the same date and covering the property (the "Property") described in the Security Instrument and located at:

ROUTE 1 PERSHALL ROAD, BOX 313

MARSING, ID 83639
(Property Address)

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree to amend paragraph 9 of the Model Mortgage Form, entitled "Grounds for Acceleration of Debt" by adding additional grounds for acceleration as follows:

Lender, or each of its successors or assigns as may by separate instrument assume responsibility for assuring compliance by the Borrower with the provisions of this Tax-Exempt Financing Rider, may require immediate payment in full of all sums secured by this Security Instrument if:

(a) All or part of the Property is sold or otherwise transferred by Borrower to a purchaser or other transferee;

(i) Who cannot reasonably be expected to occupy the Property as his/her principal residence within a reasonable time after the sale or transfer, all as provided in Section 143(c) and (i)(2) of the Internal Revenue Code; or

(ii) Who has had a present ownership interest in a principal residence during any part of the three-year period ending on the date of the sale or transfer, all as provided in Section 143(d) and (i)(2) of the Internal Revenue Code [except "100 percent" shall be substituted for "95 percent or more" where the latter appears in Section 143(d)(1); or

(iii) At an acquisition cost which is greater than 90 percent of the average area purchase price (greater than 110 percent for targeted area residences) all as provided in Section 143(e) and (i)(2) of the Internal Revenue Code; or

(iv) Who has a gross family income in excess of the applicable percentage of applicable median family income as provided in Section 143(f) and (i)(2) of the Internal Revenue Code; or

(b) Borrower fails to occupy the Property described in the Security Instrument without prior written consent of Lender or its successors or assigns described at the beginning of this Tax Exempt Financing Rider, or

(c) Borrower omits or misrepresents a fact that is material with respect to the provisions of Section 143 of the Internal Revenue Code in an application for the loan secured by this Security Instrument.

References are to the 1986 Internal Revenue Code as amended and in effect on the date of issuance of bonds, the proceeds of which will be used to finance the purchase of the Security Instrument and are deemed to include the implementing regulations.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions in this Tax-Exempt Financing Rider.

NOTICE TO BORROWER: IHFA LOANS HAVE RESTRICTED ASSUMABILITY

Randall R. Anderson
RANDALL R. ANDERSON

Borrower

Borrower

STATE OF IDAHO)
)ss.
COUNTY OF CANYON)

On the 30th day of September, 1998, before me, a Notary Public in and for said State, personally appeared RANDALL R. ANDERSON, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument and that he executed the same.



Blanca E. Acosta

NOTARY PUBLIC For Idaho

Residing at GREENLEAF therein.

My Commission Expires: 9-1-99

After recording, mail to:

IDAHO HOUSING AND FINANCE ASSOCIATION
RECAPTURE NOTICE
(To be provided to applicant at time of closing)

NOTICE : This
notice must be delivered to and signed by the
mortgagor(s) at the time of the loan closing.

IDAHO HOUSING AND FINANCE ASSOCIATION
Single Family Mortgage Bonds

To: Mortgagor(s) RANDALL R. ANDERSON

SUMMARY

Your mortgage loan (the "Mortgage Loan") is provided through funds made available by the Idaho Housing and Finance Association (the "Association"). The Association obtained these funds by issuing tax-exempt bonds (the "Bonds").

By entering into your Mortgage Loan you have agreed to pay it according to its terms. You may incur an additional tax liability only if you sell the home you bought using the mortgage loan (the "Residence") within nine (9) years after the date of the mortgage loan is closed (the "Closing Date") and have a gain on the sale of your Residence. If you have a gain from the sale of your Residence, your Maximum Recapture, as defined in the Recapture Summary given to you at the time of loan application, will be 50% of such gain and will not exceed 6.25% times the original principal amount of your Mortgage Loan (the federally subsidized amount). Such liability may be further reduced as described in the Recapture Summary. The Recapture Summary refers to possible future reduction of the Maximum Recapture amount based in part upon certain Adjusted Income Limits in effect on the Closing Date of your Mortgage Loan. The "Adjusted Income Limits" in effect on the Closing Date of your Mortgage Loan as disclosed on the next page.

This Recapture Notice is provided by the Association pursuant to Section 143(m) (7) of the Code. Please acknowledge that you have received and have read this Recapture Notice by signing in the space(s) provided below.

IDAHO HOUSING AND FINANCE ASSOCIATION

ACKNOWLEDGED:

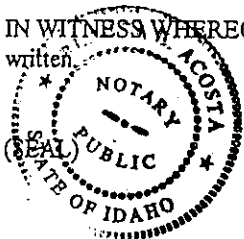
Randall R. Anderson 9-30-98
Borrower (Mortgagor) RANDALL R. ANDERSON Date

Borrower (Mortgagor) Date

State of Idaho)
County of CANYON) ss.

On this 30th day of September, 1998, before, the undersigned, a Notary Public, in and for said State, personally appeared RANDALL R. ANDERSON, known to me to be the person(s) whose name is (are) subscribed to the within instrument, and acknowledged to me that he executed the same.

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



Dorcas E. Acosta
Notary Public for State of Idaho
Residing at GREENLEAF, Idaho
(Commission Expires 9-1-99)

RECORDING DATA

sale or transfer occurs for the County where the Residence is located. You should use the table for the number of persons in your family at the time of the sale or transfer of the Residence.

APPLICABLE TO ADA COUNTY:

YEAR	ONE OR TWO PERSON FAMILY	THREE OR MORE PERSON FAMILY
Year 1	\$48,000	\$55,200
Year 2	59,400	57,960
Year 3	52,920	60,858
Year 4	55,566	63,900
Year 5	58,344	67,095
Year 6	61,261	70,449
Year 7	64,324	73,971
Year 8	67,540	77,669
Year 9	70,917	81,552

APPLICABLE TO BANNOCK COUNTY:

YEAR	ONE OR TWO PERSON FAMILY	THREE OR MORE PERSON FAMILY
Year 1	\$42,200	\$48,530
Year 2	44,310	50,956
Year 3	46,525	53,503
Year 4	48,851	56,178
Year 5	51,293	58,986
Year 6	53,857	61,935
Year 7	56,549	65,031
Year 8	59,376	68,282
Year 9	62,344	71,696

APPLICABLE TO BLAINE COUNTY:

YEAR	ONE OR TWO PERSON FAMILY	THREE OR MORE PERSON FAMILY
Year 1	\$57,200	\$65,780
Year 2	60,060	69,069
Year 3	63,063	72,522
Year 4	66,216	76,148
Year 5	69,526	79,955
Year 6	73,002	83,952
Year 7	76,652	88,149
Year 8	80,484	92,556
Year 9	84,508	97,183

APPLICABLE TO BONNEVILLE COUNTY:

YEAR	ONE OR TWO PERSON FAMILY	THREE OR MORE PERSON FAMILY
Year 1	\$47,300	\$54,395
Year 2	49,665	57,114
Year 3	52,148	59,969
Year 4	54,755	62,967
Year 5	57,492	66,115
Year 6	60,366	69,420
Year 7	63,384	72,891
Year 8	66,553	76,535
Year 9	69,880	80,361

APPLICABLE TO BUTTE COUNTY:

YEAR	ONE OR TWO PERSON FAMILY	THREE OR MORE PERSON FAMILY
Year 1	\$41,400	\$47,610
Year 2	43,470	49,990
Year 3	45,643	52,489
Year 4	47,925	55,113
Year 5	50,321	57,868
Year 6	52,837	60,761
Year 7	55,478	63,799
Year 8	58,251	66,988
Year 9	61,163	70,337

APPLICABLE TO CARIBOU COUNTY:

YEAR	ONE OR TWO PERSON FAMILY	THREE OR MORE PERSON FAMILY
Year 1	\$50,200	\$57,730
Year 2	52,710	60,616
Year 3	55,345	63,646
Year 4	58,112	66,828
Year 5	61,017	70,169
Year 6	64,067	73,677
Year 7	67,270	77,360
Year 8	70,633	81,228
Year 9	74,164	85,289

APPLICABLE TO CANYON COUNTY:

YEAR	ONE OR TWO PERSON FAMILY	THREE OR MORE PERSON FAMILY
Year 1	\$57,600	\$67,200
Year 2	60,480	70,560
Year 3	63,504	74,088
Year 4	66,679	77,792
Year 5	70,012	81,681
Year 6	73,512	85,765
Year 7	77,187	90,053
Year 8	81,046	94,555
Year 9	85,098	99,282

APPLICABLE TO CLARK COUNTY:

YEAR	ONE OR TWO PERSON FAMILY	THREE OR MORE PERSON FAMILY
Year 1	\$51,240	\$59,780
Year 2	53,802	62,769
Year 3	56,492	65,907
Year 4	59,316	69,202
Year 5	62,281	72,662
Year 6	65,395	76,295
Year 7	68,664	80,109
Year 8	72,097	84,114
Year 9	75,701	88,319

APPLICABLE TO THE FOLLOWING COUNTIES:

YEAR	ONE OR TWO PERSON FAMILY	THREE OR MORE PERSON FAMILY
Year 1	\$41,900	\$48,185
Year 2	43,995	50,594
Year 3	46,194	53,123
Year 4	48,503	55,779
Year 5	50,928	58,567
Year 6	53,474	61,495
Year 7	56,147	64,569
Year 8	58,954	67,797
Year 9	61,901	71,186

APPLICABLE TO THE FOLLOWING COUNTIES:

YEAR	ONE OR TWO PERSON FAMILY	THREE OR MORE PERSON FAMILY
Year 1	\$41,300	\$47,495
Year 2	43,365	49,869
Year 3	45,533	52,362
Year 4	47,809	54,980
Year 5	50,199	57,729
Year 6	52,708	60,615
Year 7	55,343	63,645
Year 8	58,110	66,827
Year 9	61,015	70,168

APPLICABLE TO THE FOLLOWING COUNTIES:

YEAR	ONE OR TWO PERSON FAMILY	THREE OR MORE PERSON FAMILY
Year 1	\$49,560	\$57,820
Year 2	52,038	60,711
Year 3	54,639	63,746
Year 4	57,370	66,933
Year 5	60,238	70,279
Year 6	63,249	73,792
Year 7	66,411	77,481
Year 8	69,731	81,355
Year 9	73,217	85,422

ADAMS BEAR LAKE BENEWAH
BOISE BINGHAM BOUNDARY
BONNER CASSIA CLEARWATER
CUSTER GEM GOODING
IDAHO KOOTENAI JEFFERSON
JEROME LEMHI LINCOLN
LEWIS PAYETTE ONEIDA
OWYHEE SHOSHONE
TETON WASHINGTON

Exhibit "A"

A parcel of land located within the W1/2 NE1/4 NE1/4, Section 11, Township 2 North, Range 5 West, Boise Meridian, Owyhee County, Idaho and being more particularly described as follows:

COMMENCING at the Northwest corner of W1/2 NE1/4 NE1/4 of Section 11, said point also being the E 1/16 corner common to Sections 2 and 11; thence

South 89° 42' 38" East along the North line of said Section 11, 451.34 feet to the POINT OF BEGINNING; thence

South 0° 29' 39" West 1311.83 feet to a point; thence following the approximate center of an irrigation ditch,

North 28° 36' 02" West 260.53 feet to a point; thence

North 23° 03' 06" West 308.47 feet to a point; thence along a curve to the right having a radius of 70.23 feet and a length of 80.04 feet to a point; thence

North 42° 14' 55" East 145.08 feet to a point; thence along a curve to the left having a radius of 70.90 feet and a length of 99.59 feet to a point; thence

North 38° 14' 07" West 414.78 feet to a point; thence along a curve to the right having a radius of 83.34 feet and a length of 57.59 feet to a point; thence

North 1° 21' 35" East 148.21 feet to a point; thence leaving the approximate center of said irrigation ditch

South 89° 42' 38" East 391.84 feet along the North line of said Section 11 to the POINT OF BEGINNING.