

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

RECEIVED

MAR 30 2005

Department of Water Resources
Eastern Region

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
	27-25A				

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

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- 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) Violet Hill
725 W Riverton Rd. Blackfoot, Id. 83221
4. New Owner/Claimant(s) Larry Shimmitt
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address 224 So 550 W
 City, State and ZIP Code Blackfoot, Id. 83221
- New Telephone Number 208) 785-7730
5. Date you acquired the property 9-16-92

Ask Insr about second language on Death



First American Title Insurance Company

INFORMATION

The Title Insurance Commitment is a legal contract between you and the company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT.

TABLE OF CONTENTS

	Page
AGREEMENT TO ISSUE POLICY	1
SCHEDULE A	
1. Commitment Date	2
2. Policies to be Issued, Amounts and Proposed Insureds	2
3. Interest in the Land and Owner	2
4. Description of the Land	2
SCHEDULE B-1 — Requirements	3
SCHEDULE B-2 — Exceptions	4
CONDITIONS	other side of 1

YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.

If you have any questions about the Commitment, please contact the issuing office.

COMMITMENT FOR TITLE INSURANCE

ISSUED BY

First American Title Insurance Company



AGREEMENT TO ISSUE POLICY

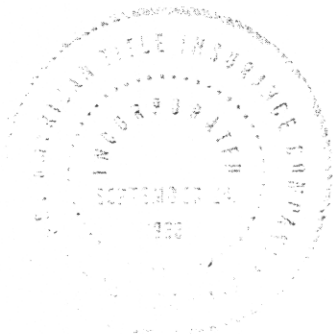
We agree to issue a policy to you according to the terms of this Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

- The Provisions in Schedule A.
- The Requirements in Schedule B-1.
- The Exceptions in Schedule B-2.
- The Conditions on the other side of this page 1.

This Commitment is not valid without SCHEDULE A and Sections 1 and 2 of SCHEDULE B.



First American Title Insurance Company

BY *Parker S. Kennedy* PRESIDENT

ATTEST *William C. Zaehner* SECRETARY

BY *Seneca Williams* COUNTERSIGNED

CONDITIONS

1. DEFINITIONS

(a) "Mortgage" means mortgage, deed of trust or other security instrument. (b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

2. LATER DEFECTS

The Exceptions in Schedule B - Section 2 may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section 1 are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements shown in Schedule B - Section 1
or

eliminate with our written consent any Exceptions shown in
Schedule B - Section 2.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms.



SCHEDULE A

1. Commitment Date: July 20, 1992 at 4:55 p.m.

2. Policy or Policies to be issued:

Policy Amount

[X] (a) Purchaser's Standard Policy
Form 1402-87 (4-6-90)

\$70,000.00

Proposed Insured: LARRY GRIMMETT and JUANITA JONES

3. A fee simple interest in the land described in this Commitment is owned, at the Commitment Date, by TRUMAN HILL, presumptively subject to the community interest of his wife, VIOLET HILL.

4. The Land referred to in this Commitment is described as follows:

A portion of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 18, Township 3 South, Range 35 E.B.M., Bingham County, Idaho, described as:

Beginning at a point on the W. line of a County Road that is S. 0°20' E. 1346 feet and N. 89°40' W. 25 feet from the N $\frac{1}{4}$ corner of said Section 18, and running thence N. 89°40' W. parallel to the N. line of said Section 18, 1291.7 feet, thence S. 0°20' E. 319 feet, thence N. 89°43'30" E. 1316.6 feet, thence N. 0°20' W. 203 feet to the Southwesterly line of a County Road, thence N. 14°04' W. along said line 105.3 feet to the point of beginning.

8. A.

8. A.



SCHEDULE B - SECTION 1

Requirements

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premiums, fees and charges for the policy.
- (c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (d) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.

U.A.

22 17



SCHEDULE B - SECTION 2

Exceptions

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

PART 1:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. Unpatented mining claims: reservations or exceptions in patents or in acts authorizing the issuance thereof: water rights, claims, or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Taxes for 1992 are an accruing lien and not yet due or payable.
(General taxes for 1991, in the original amount of \$391.70, Receipt No. 03703.00, are paid in full.)
8. Power line easement granted to Idaho Power Company recorded as Instrument No. 218944.

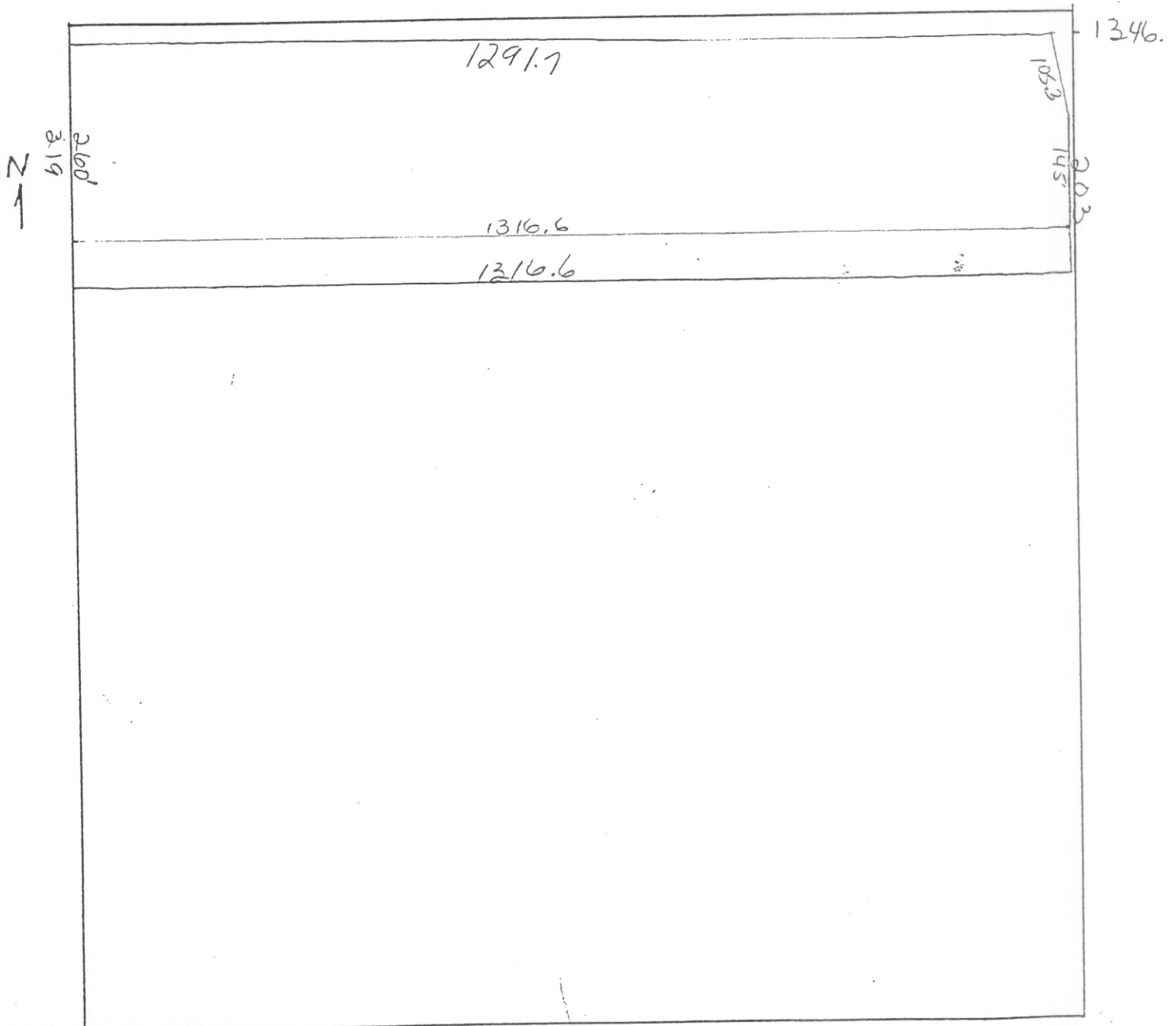
NOTE: If you have any questions regarding this report, please feel free to contact your Title Examiner, Arlene Mecham.

END SCHEDULE B

[Handwritten signatures and initials: "JD", "L.B.", and "JD"]



THIS SKETCH IS MADE SOLELY FOR THE PURPOSE OF
ASSISTING IN LOCATING THE PREMISES AND THE
COMPANY ASSUMES NO LIABILITY FOR VARIATIONS
IF ANY, WITH AN ACTUAL SURVEY.
FIRST AMERICAN TITLE CO.



ESCROW INSTRUCTIONS To: FIRST AMERICAN TITLE COMPANY

1. The undersigned, in consideration of the premises and the consent of First American Title Company to act as holder of the escrow deposited herewith, have agreed and hereby agree that said bank shall receive compensation for acting as escrowholder an initial filing fee of \$ 200.00 and a monthly escrow holder charge of \$ 60.00 per ~~XXXX~~ year

The parties hereto shall be jointly and severally liable therefor. In the event said escrowholder shall be required to divide the payments, an additional minimum charge of \$2.50 shall be allowed for each division for each payment. There will be an additional filing fee, the amount to be determined by the escrowholder, for any subsequent assignments, amendments or other documents placed with this escrow.

The escrowholder reserves the right to increase the said collection charges, and the charge for the division of payments on this Escrow at any time by giving written notice of such increase to the parties to this escrow by regular mail at the last address left with the escrowholder. Escrowholder may appoint an agent to handle the accounting and safekeeping of the documents.

2. It is expressly understood between the parties hereto that said escrowholder is to be considered and held as a depositary only, and shall not be responsible or liable in any manner whatsoever for the sufficiency or correctness as to form, manner or execution, or validity of any instrument deposited in this escrow, nor as to the identity, authority or rights of any person executing the same; also, that escrowholder assumes no responsibility, nor is it to be held liable as to the condition of the title to any of the property involved herein, nor as to any assignments, liens or encumbrances against said property; and that its duties hereunder shall be limited to the safekeeping of such money, instruments or other documents received by it as such escrowholder, and for the delivery of the same in accordance with these written escrow instructions; it is further agreed that the escrowholder shall in no case or event be liable for the failure of any of the conditions of this escrow or damage or loss caused by the exercise of the escrowholders discretion in any particular manner, or for any other reasons, except gross negligence or willful misconduct with reference to the said escrow.

3. In the event of any disagreement between the parties hereto or any parties herein, resulting in adverse claims and demands being made by them or any of them, in connection herewith, upon the escrowholder, said escrowholder shall be entitled at its option to refuse to comply with said demands so long as such disagreement shall continue; and in so refusing, said escrowholder may refuse to deliver any monies, papers or property involved in or affected by this escrow; and in so refusing, the escrowholder shall not be or become liable to the parties to this escrow for its failure and/or refusal to comply with the conflicting or adverse demands of the parties hereto. Further, that the escrowholder shall be entitled to continue to so refrain to act until,

- a. the parties hereto have reached an agreement in their differences and shall have notified the escrowholder in writing of such agreement, or
- b. the rights of the parties have been duly adjudicated by a Court of competent jurisdiction.

4. In the event of any disagreement between the parties hereto, or demands or claims being made upon the escrowholder by the parties hereto or interested herein or by any other party, said escrowholder shall have the right to employ legal counsel to advise it and/or represent it in any suit or action brought affecting this escrow or the papers held in connection herewith; and the parties hereto shall be jointly and severally liable to the escrowholder for any and all attorney's fees, costs, and disbursements incurred by said escrowholder in connection herewith, and upon demand shall forthwith pay the same to the escrowholder.

5. Any payment made hereon other than in cash shall be credited on this escrow conditionally, pending the escrowholder's receipt of available funds at par. Escrowholder has no obligation to disburse payments until it has good funds in its bank account.

6. In the event that the Sellers shall declare a Default they shall cause to be delivered to the escrowholder, Notification of Default, in duplicate, and as many additional copies as the escrowholder may deem necessary, with instructions to the escrowholder to mail the original of the Notice to the Buyers by registered and certified mail. The duplicate Notice shall be retained with the escrow file.

7. Notices or other written communications placed in the United States mail, postage prepaid and addressed to the undersigned, or any of them, at their or his post office address, shall be deemed to have been given to them or him on the date of the mailing.

8. It shall be the duty of the parties hereto to keep the escrow department of the escrowholder advised of any change of address. Such advice shall sufficiently identify the escrow concerned and the parties involved and shall be mailed by certified or registered mail with return receipt requested to the escrow department of the escrowholder and to all parties concerned. All notices given pursuant to the terms of any document placed in this escrow must be given through the escrowholder as hereinabove provided at the expense of the party giving notice, and the escrowholder shall not be required to recognize service of notice given in any other manner. The escrowholder shall not be responsible for any damages arising out of or relating to the failure of any party to comply with such notice and mailing requirements.

9. The Buyers agree that should a Notification of Default be forwarded to them as set forth above, that, unless they advise the escrowholder in writing, within the time allowed in the contract for correction of default, that the terms of the contract are not in default or that the default has been satisfied, the escrowholder shall not be or become liable to the Buyers for the delivery of the escrowed papers to the Sellers.

10. Sellers agree that should a default be declared and Buyers subsequently deposit any monies or papers with the escrowholder to cure said default, the escrowholder may, at its option, refuse to release said monies or papers to the Sellers until the Sellers acknowledge to the escrowholder that the default is satisfied or cancelled.

11. In the event that this escrow is cancelled or forfeited, it is agreed that the escrowholder may return the documents to any of the sellers, his heirs, executors, administrators or assigns on demand. The escrowholder may retain the contract, amendments thereto, the escrow instruments, and any assignments or correspondence which it may have received in connection with said escrow.

11a. First American Title Company assumes no responsibility for determining that the parties to the escrow have complied with the requirements of the Truth In Lending, Consumer Credit Protection Act. (Public Law 90-321), or similar laws.

12. The escrowholder's collection charges shall be paid by the Sellers unless otherwise indicated herein by checking one of the following: ☐ BUYERS ☒ DIVIDED EQUALLY.

13. Enclosed are the following Documents to be placed in escrow: The Original Promissory Note, The Original Deed of Trust, and the Original Request for Full Reconveyance

14. Check one: ☒ Buyers are given the privilege of prepaying any payment due under said contract at any time.
☐ Buyers are not given the privilege of prepaying any payment due under said contract at any time.
15. Interest at the rate of 8.00 % per annum shall commence September 17, 1992 and shall be computed on the unpaid principal balance to date of payment each time a payment is made.
16. Check one: ☒ All payments shall be credited first to the interest then due, and the balance to the principal.
☐ Interest shall be paid in addition to principal payments.
17. When you have received the unpaid principal of \$ 50,000.00, and interest for Sellers, you shall deliver all of the above documents except the contract, subsequent assignments, supplemental agreements, and escrow instructions, to any of the Buyers, or his order, and, thereby, close your escrow.
18. You are hereby authorized to deduct from the final payment an amount equal to the cost of any tax stamps which may be required by law to be affixed to the deed. The consideration for the property conveyed by the deed and upon which the amount of any such tax stamp is to be calculated is the sum of \$ NA
19. Until further written notice to you, signed by each of the Sellers, payments as received on this escrow shall be mailed to the Sellers at the address below unless instructed otherwise as follows:

Other instructions: PAYMENTS TO BE MADE DIRECT TO VIOLET HILL

20. Any instrument or document placed in escrow herewith at this time, or hereafter, is accepted upon the condition that the escrowholder may at its option for any reason, within 15 days from the deposit of such instrument, refuse to accept the same; in which event the escrowholder shall notify all parties hereto in writing of such refusal and shall return such instruments, together with the fee paid in connection therewith to the party or parties depositing the same.

21. The escrowholder shall have a lien upon all monies, papers and properties held by it in connection herewith for any fees, costs or expenses due it hereunder.

22. In case any party shall assign his rights under any documents deposited hereunder, or should any party create in a third party any right, interest lien or encumbrance under any document deposited hereunder or in the property covered by these escrow instructions, if such assignment or creation of rights in a third party is made without payment of the escrowholder's filing fee, the escrowholder, as a matter of accommodation to the parties will make a reasonable effort to comply with such assignment or creation of rights upon satisfactory notification given to it. The escrowholder shall not, however, be bound by any such notification given it by a party hereto or a third party, and shall under no circumstances and in no manner be liable to the parties hereto or any third party, for any damages arising out of or related to its acts connected with such assignment or creation of rights. The escrowholder shall not be held to notice of any restriction upon or prohibition against any such assignment or creation of rights contained in any document deposited hereunder.

23. We have read the foregoing instructions, understand the contents thereof, and agree that First American Title Company, in the administration of this escrow, is bound only and solely by the foregoing written instructions, and such further written and signed instructions as we may, hereafter, deliver to said escrowholder and the same be accepted by it in writing.

IN WITNESS WHEREOF, The undersigned have hereunto set their hands and seals the 16th day of September, 19 92

24. SIGNATURES:

COMPLETE ADDRESSES (Please print):

x <u>Violet Hill</u> VIOLET HILL SELLER Social Security Number <u>519-26-4993</u>	<u>30 N 460 W</u> <u>Blackfoot, Idaho</u> Zip <u>83201</u>
x _____ SELLER Social Security Number _____	Zip _____
x _____ SELLER Social Security Number _____	Zip _____
x <u>Larry Grimmitt</u> LARRY GRIMMETT BUYER Social Security Number <u>365-78-2826</u>	<u>224 So 550 W</u> <u>Blackfoot, Id</u> Zip <u>83221</u>
x <u>Juanita Jones</u> JUANITA JONES BUYER Social Security Number <u>518-44-0687</u>	<u>224 So. 550 W</u> <u>Blackfoot, Id.</u> Zip <u>83221</u>
x _____ BUYER Social Security Number _____	<u>185 7730</u> Zip _____

25. The undersigned hereby acknowledges receipt of the documents and property described in the foregoing agreement, and agrees to hold and dispose of the same in accordance with the instructions and upon the terms and conditions above set forth.

Office, FIRST AMERICAN TITLE COMPANY

Date Received: _____ By _____

ESCROW INSTRUCTIONS

Escrow Number 5594

Officer SONJA MONSON

Date September 16, 1992

Buyer: LARRY GRIMMETT and JUANITA JONES, both single persons

To: FIRST AMERICAN TITLE COMPANY, BLACKFOOT, IDAHO

I hereby agree to purchase the hereinafter described property for a total consideration of \$70000.00 and will on or before September 17, 1992, hand you said consideration, which is payable as follows:

\$1,000.00 EARNEST MONEY DEPOSITED WITH THE SELLER, \$19,000.00 CASH AT CLOSING, \$50,000.00 CARRIED IN A PROMISSORY NOTE, SECURED BY A DEED OF TRUST, IN FAVOR OF THE SELLERS

I will deliver to you any additional funds and execute any instruments which are necessary to comply with the terms hereof, all of which you may use when you hold for me

AN EXECUTED WARRANTY DEED FROM THE SELLER

and when you can issue your standard coverage form policy of title insurance with liability of \$70000.00, on the property described on attached Order No. 31194

SHOWING TITLE VESTED IN LARRY GRIMMETT and JUANITA JONES, both single persons

FREE OF ENCUMBRANCES EXCEPT

1. Paragraphs 1-6, 7-8 of Schedule B of Commitment for Title Insurance, Order No. 31194, a copy of which is attached hereto.
2. Deed of Trust (or Mortgage) of record securing a note with an approximate unpaid balance of \$-0- with interest at the rate of (SEE NOTE)% per annum in favor of NA.
3. Other: A DEED OF TRUST IN THE AMOUNT OF \$50,000.00 IN FAVOR OF THE SELLER

OTHER INSTRUCTIONS:

THE PROMISSORY NOTE AND DEED OF TRUST WILL BE SETUP AND HELD AT FIRST AMERICAN ADMINISTRATIVE SERVICES

PRORATE AND/OR ADJUST THE FOLLOWING AS OF: 9-17-92.

1. Taxes based on the amount of the last tax statement of the Tax Collector issued prior to the close of escrow. (If the amount of the new tax bill issued by the Tax Collector after close of escrow is more or less than the amount used for proration purposes, the difference, if any, will be adjusted by the parties herein outside of escrow.) Sellers are to forward to buyers any present or future tax bills on property herein.
2. Levies and assessments of NA.
3. Interest on all existing trust deeds, improvements assessments and/or bonds taken over by Buyers.
4. Rental per rent statement handed you.
5. Charge the buyer and credit the seller the amount of any funds held in an impound account, if any, in connection with an existing loan.

You are to hold for me -0- shares of water stock of the NA Company.

I hereby agree to hold you harmless from the failure of the transfer of water to myself regardless of the reason or cause. The transfer of water is being done as an accommodation for me. I understand that you have not made a search of the water rights to this land. I further understand that you are not making any representation and warranty concerning said water rights.

I hereby agree to pay charges including usual Buyers escrow fee and any advances and expenses that are properly chargeable to me regardless of the consummation of this escrow. At the close of escrow, you are to deliver all documents, etc., to the persons entitled thereof.

GENERAL PROVISIONS

All disbursements shall be made by your check. All funds received in this escrow shall be deposited in one or more of your general escrow accounts with any bank doing business in the State of Idaho and may be transferred to any other general escrow account or accounts. Upon specific instructions from all parties to this escrow, you may hold funds as otherwise instructed herein.

The expression "close of escrow" means the date on which instruments referred to herein are filed for record unless otherwise indicated herein.

Recordation of any instruments delivered through this escrow, if necessary or proper in the issuance of a policy of title insurance called for, is hereby authorized.

You are to furnish a copy of these instructions, amendments thereto, closing statements and/or any other documents deposited in this escrow, to the lender or lenders, the real estate broker or brokers and/or the attorney or attorneys involved in this transaction upon request of such lenders, brokers or attorneys.

Should you, before or after close of escrow, receive or become aware of any conflicting demands or claims with respect to this escrow or the rights of any of the parties hereto, or any money or property deposited herein or affected hereby, you shall have the right to discontinue any or all further acts on your part until such conflict is resolved to your satisfaction, and you shall have the further right to commence or defend any action or proceedings for the determination of such conflict.

The parties hereto jointly and severally agree to pay all costs, damages, judgments and expenses, including reasonable attorney's fees suffered or incurred by you in connection with, or arising out of this escrow, including, but without limiting the generality of the foregoing, a suit in interpleader brought by you.

If any party to this escrow selects to cancel these instructions because of the failure of any party to comply with any of the terms hereof within the time limits provided herein, said party so electing to cancel shall deliver to escrow agent a written notice to the other party and escrow agent demanding that said other party comply with the terms hereof within ten days from the receipt of said notice by escrow agents that these instructions shall hereupon become canceled. When the written notice is delivered to escrow agent by the party so electing to cancel, escrow agent shall within five days thereafter send a copy of said notice to the other party in the manner provided by law and the usual practices of the escrow agent.

In the event said other party shall fail within said ten day period to comply with all of the terms hereof, these instructions shall become canceled and escrow agent is thereupon authorized: (a) first, to pay to the party electing to cancel any earnest money deposited hereunder by said other party, after deducting any charges; (b) second, to pay to said other party, any other money deposited hereunder by said other party, after deducting any charges remaining unpaid; (c) third, to pay to the party electing to cancel, any money deposited by said party, after deducting any charges remaining unpaid; and (d) fourth, to return all documents deposited hereunder to the party who delivered the same except documents executed by more than one party, which shall be marked "canceled" and retained in the files of escrow agent.

Both Seller and Buyer acknowledge by their signatures hereon the following: I have been specifically informed that First American Title Company (hereinafter designated "First American") is not licensed to practice law and no legal advice has been offered by First American or any of its employees. I have been further informed that First American is acting only as escrow holder and that it is forbidden by law from offering any advice to any party respecting the merits of this escrow transaction or the nature of the instruments utilized, and that it has not done so. I have not been referred by First American to any named attorney or attorneys or discouraged from seeking advice of any attorney, but have been requested to seek legal counsel of my own choosing at my own expense, if I have doubt concerning any aspect of this transaction.

I further declare all instruments to which I am a party, if prepared by First American, have been prepared under the direction of my attorney or myself, an particularly declare that copying legal descriptions from title reports onto forms of deeds, etc., or reforming of legal descriptions or agreements, is, or will be solely at my direction or request.

I have been afforded adequate time and opportunity to read and understand these escrow instructions and all other documents referred to therein.

Any amendments of and/or supplement to any instructions must be in writing. If any "Earnest Money Agreements", "Receipt and Agreements to Purchase" or the like are attached to these instructions and one or more terms of said agreements conflict with or vary from these instructions, these instructions shall, nevertheless, control.

The Seller agrees to sell and the Buyer agrees to buy the property herein described upon the terms hereof.

Laura Summitt
Buyer
Juanita Jones
Buyer
Address: 224 South 550 dbst
Blackfoot ID. 83221

SELLER: VIOLET HILL, a widow

I/We approve of the foregoing instructions, agree to be bound thereof, and agree to sell and will deliver to you papers, instructions and/or funds required from me within the time limits specified herein, which you are authorized to deliver when you can issue your policy of title insurance as set forth above. You are instructed to use the money and record the instruments to comply with said escrow instructions and to pay all encumbrances of record necessary, without further approval including prepayment penalties to show title as herein provided. I agree to pay your usual sellers escrow fee, drawing of documents and such other charges which are advanced for my account regardless of the consummation of this escrow. I also agree to pay the policy of title insurance premium and recording fees which are properly chargeable to me.

At the close of this transaction, you are authorized to pay commissions as follows:

\$-0- to

\$-0- to

At the close of this escrow, you are to mail any documents and your check or check payable to THE SELLER.

Violet Hill
Seller

Seller
Address: 30 N 460 W.
Blackfoot, Idaho 83221

T3S

T3S
R35E

A27-00025A

