Ownership trail: 9/30/02 CB

Aug. 24, 1909 Durand → Francis.
(160 Ac) including 4 cfs of walker crk.

Sept. 20, 1910 Francis → Richardson.
(160 Ac.) including 4 cfs of Walker Crk.

April 5, 1913 Richardson → Walker crk land & Livestock.
(160 Ac) including 4 cfs of walker crk, all water

Dec. 15, 1915 Walker crk land & Livestock → Webster.
(200 Ac) including. all water from Walker crk & Marsh Crk.

Aug 11, 1930 Webster → Toston
(200 Ac) Walker crk & Marsh Crk water.

Aug 14, 1940 Toston → Dr. Newton.
all water.

May 15, 1973
(General Sales) ~~Dr. Newton~~ → Whitworth.

1975 - Changed Source to Marsh Crk.

ESS ALL CORRESPONDENCE TO THE COMPANY CABI MOLOCO WESTERN UNION CODE

ESTABLISHED 1892

UTAH MORTGAGE LOAN CORPORATION

A. H. THOMPSON, PRESIDENT
FREDERICK P. CHAMP, VICE-PRESIDENT & TREASURER HENRY G. HAYBALL, VICE PRESIDENT J. C. WALTERS, VICE-PRESIDENT
WILLARD PAULSEN, SECRETARY

LOGAN, UTAH

June 25, 1934.

JUN 1934
RECEIVED
FORT HALL AGENCY
Fort Hall, Idaho

U.S. Indian Agency,
Ft. Hall, Idaho.

Gentlemen

Will you kindly furnish us the following information from your records:

On May 5, 1916, the United States of America issued its Patent for certain lands in your district to Ingweboo.

In the year 1926 a deed was made by Ingweboo Ohapit covering these lands. The deed was approved by the Department of the Interior. Is the said Ingweboo, Patentee, the same person as Ingweboo Ohapit and has he been declared competent since that time, and was said indian married on January 25, 1926.

On May 5, 1916 the United States of America issued its Patent for certain lands in your district to Yawgwazap. Can you advise us from your records who the legal heirs of this Patentee are, and has there been a probate proceeding in your department determining his heirs and successors?

On May 5, 1916 the United States issued its certain Patent to Nephi Ohapit, an indian. Do your records show who the heirs of the said Nephi Ohapit were and has a probate proceeding been had in your department, in his estate?

The abstract of title covering Indian lands shows a deed from Slim Nephi and Ella Kenic and said deed recites that they are heirs of Yawgwazap. This deed is dated March 25, 1922 and is approved by the Department of the Interior. Had the said Slim Nephi and Ella Kenic been declared competent before March 25, 1922.

On March 6, 1922 a deed is shown from Ingweboo, Peeyou, Slim Nephi, Hevedore Tindore, Chauncey Tindore, Lorenzo Tindore, William Tindore, Pearl Edmo, Mary Edmo, Gidgeon Edmo and Sam Deepwater, Heirs of Nephi Ohapit. Had the said indians been declared competent before March 6, 1922?

Kindly furnish us with this information and a statement of your charges in the matter.

Yours truly,
UTAH MORTGAGE LOAN CORPORATION,

C. H. Dunn
Attorney

RECEIVED
SEP 27 2002
By CB

ES
RE-24566- Frank Toston.

24566
~~24356~~

Re-24356
Frank Toston.

Fort Hall Indian Agency,
Fort Hall, Idaho.
June 26, 1934.

Utah Mortgage Loan Corporation,
Logan, Utah.

Dear Sirs:

Receipt is acknowledged of your letter of June 25, 1934 and the following information is herewith listed:

1. Ingweboo, patentee, is the same person as Ingweboo Ohapit, incompetent Indian and not married on January 25, 1926. She is a widow.

2. The legal heirs of the Yawgwazap Estate are Slim Nephi and Ella Kenic Nephi, each undivided one-half interest. Probate findings approved by the Secretary of the Interior under date of July 3, 1918. (Probate reference 43179-18).

3. Slim Nephi and Ella Kenic Nephi are not certificate of competency Indians but the sale was valid because the Secretary of the Interior is empowered by an Act of Congress to approve Indian sales and thereby remove the restrictions.

4. The legal heirs of Nephi Ohapit are Ingwaboo, Peeyou, Slim Nephi, Hevedore Tindore, Chauncey Tindore, Lorenzo Tindore, William Tindore, Pearl Edmo, Mary Edmo, Gidgeon Edmo, and Sam Deepwater. Probate findings were approved by the Secretary of the Interior under date of Feb. 16, 1918. Porbate references 110366-17; 84034-19.)

5. The heirs are not certificate of competency Indians but the sale was also approved by the Secretary of the Interior on Sept. 19, 1922.

We are glad to give you this information and there is no charge whatever.

Yours very truly,

F. A. Gross,
Superintendent.

JBM

MORTGAGE—SHORT COVENANT

This Indenture, Made the first day of March in the year of our Lord One Thousand Nine Hundred and twenty two between Mrs Albert Zweigart, of Pocatello County of Bannock State of Idaho part y of the first part, and the officer in charge of the Fort Hall Indian Reservation of Fort Hall, County of Bingham, State of Idaho the part y of the second part,

WITNESSETH, That the said part y of the first part for and in consideration of the sum of TWENTY*TWO HUNDRED FIFTY, - - - - - - - - - - - -($2,250.00)-DOLLARS, do es by these presents Grant, Bargain, Sell and Convey unto the said part y of the second part, and to his heirs and assigns forever, all that certain real property situate in the County of Bannock and State of Idaho, and bounded and particularly described as follows, to-wit: South half (S/2) of the(SW/4) south west quarter of section fifteen (15) township eight (8) south, range(36) thirty-six east of the Boise Meridian, Idaho.

MORTGAGE-Post Cons...

together with the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

And said part y of the first part hereby agrees to keep the buildings on said premises fully insured against loss by fire in some reliable fire insurance company, with loss, if any, payable to the part y of the second part as mortgagee, as interest may appear.

THIS GRANT is intended as a mortgage to secure the payment of three certain promissory note s of even date herewith, executed and delivered by the said Mrs Albert Zweigart, party of the first part to the said part y of the second part

No. 1, dated at Fort Hall, Idaho, March 1, 1922 for $750.00, due in one year with interest at the rate of 7% per annum.
No. 2, dated at Fort Hall, Idaho, March 1, 1922 for $750.00, due in two years with interest at the rate of 7% per annum.
No. 3, dated at Fort Hall, Idaho, March 1, 1922 for $750.00, due in three years with interest at the rate of 7% per annum.

And these presents shall be void if such payment be made. But in case default shall be made in the pay nt of said principal sum of money or any part thereof as pro ed in the said note s, or if the interest be not paid as therein specified, then it shall be optional with the said part y of the second part, his executors, administrators or assigns to consider the whole of said principal sum expressed in said note s as immediately due and payable; and immediately to enter into and upon all and singular the above described premises, and to sell and dispose of the same according to law, and out of the money arising from such sale, to retain the principal and interest which shall then be due on the said promissory note, together with the costs of foreclosure suit, including reasonable counsel fees and also the amounts of all such payments of taxes, assessments, incumbrances or insurance as may have been made by said second part y his heirs, executors, with the interest on the same, rendering the overplus of the purchase money (if any there shall be) unto the said Mrs Albert Zweigart part y of the first part, her heirs, executors, administrators or assigns.

IN WITNESS WHEREOF, the said part y of the first part ha s hereunto set her hand and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of

..... (Seal)

..... (Seal)

RECEIVED SEP 27 2022 By

1-15907-K

2-1

DEED

508716

REVENUE STAMPS

FOR VALUE RECEIVED, GENERAL SALES, INC.

a corporation duly organized and existing under the laws of the State of Idaho, grantor, does hereby Grant, Bargain, Sell and Convey unto A. LIN WHITWORTH and CAROL A. WHITWORTH, husband and wife and DENNIS P. WHITWORTH and EMMA MAY WHITWORTH, husband and wife grantee, the following described real estate, to-wit:

Parcel 1

A tract of land in SW¼ SW¼, SE¼ SW¼ and SW¼ SE¼ of Section 15, T. 8S., R. 36E., B.M., Bannock County, Idaho, more particularly described as follows:

Beginning at a point on the Easterly right of way line of Marsh Creek Road that is N 89° 28' 45" E 1189.03 feet from the Southwest corner of Section 15, T.8S., R. 36E., B.M.; thence N 6° 12' (N6° 23' 30") on the Easterly right of way of Marsh Creek Road 185.99 feet; thence N 89° 22' 30" E 2758.77 feet, more or less, to the East 1/16 line of said Section 15; thence S 0° 08' E on the East 1/16 line of said Section 15, 186.60 feet; thence S 89° 22' 30" W 2781.14 feet, more or less, to the Point of Beginning.

Parcel 2

A tract of land in the NE¼ NW¼ and NW¼ NE¼ of Section 22, T. 8S, R. 36E, B M., Bannock County, Idaho, more particularly described as follows: Beginning at a point on the North line of Section 22, T.8S., R. 36E., B.M. that is N89° 28' 45" E 1322.07 feet from the Northwest corner of said Section 22; thence N89° 28' 45" E on the North line of said Section 22, 2644.14 feet, more or less, to the East 1/16 line of said Section 22; thence S00° 05' 45" E on the East 1/16 line of said Section 15, 1327.82 feet, more or less, to the North 1/16 line of said Section 15; thence S89° 33' 50" W on the North 1/16 line of said Section 15, 2643.5 feet, more or less, to the West 1/16 line of said Section 15; thence N00° 06' 35" W on the North 1/16 line of said Section 15, 1323.9 feet more or less, to the Point of Beginning and contains 80.0 acres, more or less.

Subject to attached restrictions

RECEIVED
2 7 2002
CB

NO DWELLING SHALL BE PERMITTED ON THE ABOVE DESCRIBED PROPERTY HAVING LESS THAN 1,000 SQUARE FEET EXCLUSIVE OF GARAGE. SAID DWELLING SHALL BE OF NEW CONSTRUCTION MATERIALS. NO USED MATERIAL OR USED DWELLINGS SHALL BE MOVED ON TO THE ABOVE DESCRIBED PROPERTY. ANY TRAILER HOUSE IN GOOD CONDITION MAY BE MOVED ON DESCRIBED PROPERTY AS LONG AS THEY ARE A MINIMUM SIZE OF 12 FEET BY 50 FEET.

GRANTEES UNDER ANY CONVEYANCE SHALL NOT AT ANYTIME CONDUCT, OR PERMIT TO BE CONDUCTED ON SAID PROPERTY, ANY TRADE OR BUSINESS OTHER THAN FARMING. SAID LAND CAN BE USED FOR PRIVATE DWELLING OR RESIDENCE AND NOT FOR A COMMERCIAL BUSINESS.

ALL LIVESTOCK SHALL BE LIMITED TO TWO PER ACRE, EXCEPT GOATS AND PIGS WHICH SHALL BE LIMITED TO TWO EACH ON THE ABOVE DESCRIBED TRACT.

THE ABOVE DESCRIBED PROPERTY SHALL NOT BE USED AS A DUMPING GROUND OR FOR STORAGE OF LARGE QUANTITIES OF EQUIPMENT OR MATERIALS.

GRANTOR RESERVES ONE-HALF OF ALL MINERAL RIGHTS.

GRANTOR RESERVES ALL WATER RIGHTS IN WALKER CREEK.

2-2

508746

TO HAVE AND TO HOLD The said premises, with their appurtenances unto the said Grantee heirs and assigns forever.

IN WITNESS WHEREOF, The Grantor, pursuant to a resolution of its Board of Directors has caused its corporate name to be hereunto subscribed by its President and its corporate seal to be affixed by its Secretary this May 15, 1973

CORPORATE SEAL

By Lee Don Hammond
PRESIDENT.

ATTEST:

SECRETARY.

STATE OF IDAHO, } ss.
County of Bannock }

On this 15th day of May, 1973, before me, a Notary public in and for said State, personally appeared Lee Don Hammond and , known to me to be the President and Secretary of the corporation that executed the instrument or the persons who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation 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 for the State of Idaho,
Residing at Pocatello

508746
Recorded at Request of
Am. Land Title Co.
May 21 4 30 PM '73
Fee $2.00

STATE MORTGAGE

POCATELLO CHAROLAIS RANCHES, INC.

Parcel 1
A tract of land in SW¼ SW¼, SE¼ SW¼ and SW¼ SE¼ of Section 15, T. 8 S., R. 36E., B.M., Bannock County, Idaho, more particularly described as follows:

① WHITWORTH

2-1

611

QUITCLAIM DEED

529504

For Value Received Dennis P. Whitworth and Emma May Whitworth

do hereby convey, release, remise and forever quit claim unto

Arthur Lin Whitworth and Carol Whitworth

whose current address is Inkom, Idaho

the following described premises, to-wit:

Parcel 1

A tract of land in SW¼ SW¼, SE¼ SW¼ and SW¼ SE¼ of Section 15, T.8S., R. 36E., B.M., Bannock County, Idaho, more particularly described as follows:

Beginning at a point on the Easterly right of way line of Marsh Creek Road that is N 89° 28' 45" E 1189.03 feet from the Southwest corner of Section 15, T.8S., R. 36E., B.M.; thence N 6° 12' (N6° 23' 30") on the Easterly right of way of Marsh Creek Road 185.99 feet; thence N 89° 22' 30" E 2758.77 feet, more or less, to the East 1/16 line of said Section 15; thence S 0° 08' E on the East 1/16 line of said Section 15, 186.60 feet; thence S 89° 22' 30" W 2781.14 feet, more or less, to the Point of Beginning.

Parcel 2

A tract of land in the NE¼ NW¼ and NW¼ NE¼ of Section 22, T. 8S, R. 36E. B.M., Bannock County, Idaho, more particularly described as follows:

Beginning at a point on the North line of Section 22, T.8S., R. 36E., B.M. that is N89° 28' 45" E 1322.87 feet from the Northwest corner of said Section 22; thence N89° 28' 45" E on the North line of said Section 22, 2644.14 feet, more or less, to the East 1/16 line of said Section 22; thence S00° 05' 45" E on the East 1/16 line of said Section 15, 1327.82 feet, more or less, to the North 1/16 line of said Section 15; thence S89° 33' 50" W on the North 1/16 line of said Section 15, 2643.5 feet, more or less, to the West 1/16 line of said Section 15; thence N00° 06' 35" W on the North 1/16 line of said Section 15, 1323.9 feet more or less, to the Point of Beginning and contains 80.0 acres, more or less.

tog Subject to attached restrict...

NO DWELLING SHALL BE PERMITTED ON THE ABOVE DESCRIBED PROPERTY HAVING LESS THAN 1,000 SQUARE FEET EXCLUSIVE OF GARAGE. SAID DWELLING SHALL BE OF NEW CONSTRUCTION MATERIALS. NO USED MATERIAL OR USED DWELLINGS SHALL BE MOVED ON TO THE ABOVE DESCRIBED PROPERTY. ANY TRAILER HOUSE IN GOOD CONDITION MAY BE MOVED ON DESCRIBED PROPERTY AS LONG AS THEY ARE A MINIMUM SIZE OF 12 FEET BY 50 FEET.

GRANTEES UNDER ALL CONVEYANCE SHALL NOT AT ANYTIME CONDUCT, OR PERMIT TO BE CONDUCTED ON SAID PROPERTY, ANY TRADE OR BUSINESS OTHER THAN FARMING. SAID LAND CAN BE USED FOR PRIVATE DWELLING OR RESIDENCE

612 2-2 529504

together with their appurtenances.

Dated: 11-4-74

Dennis P. Whitworth Emma May Whitworth

STATE OF IDAHO, COUNTY OF BANNOCK

On this 5th day of NOVEMBER, 1974, before me, a notary public in and for said State, personally appeared DENNIS P. WHITWORTH & EMMA MAY WHITWORTH

NOTARY SEAL

known to me to be the person s whos names ARE subscribed to the within instrument, and acknowledged to me that they executed the same.

Robert R Black

Notary Public Idaho

Residing at POCATELLO

Comm. Expires 12-24-74

NO. 529504
RECORDED AT REQUEST OF
Am. Land Title Co.
Nov 5 9 07 AM '74
OFFICIAL RECORDS NO. 272
BANNOCK COUNTY, IDAHO
TIM EARLY, RECORDER
FEE 2.00 DEPUTY In

I-23870-V.

WARRANTY DEED 569232

For Value Received ARTHUR LIN WHITWORTH, also known as A LIN WHITWORTH, and CAROL WHITWORTH, also known as CAROL A. WHITWORTH, husband and wife

the grantors . do hereby grant, bargain, sell and convey unto

POCATELLO CHAROLAIS RANCHES, INC.

whose current address is

the grantee , the following described premises, in Bannock **County Idaho, to wit:**

A tract of land in the NE¼NW¼ and NW¼NE¼ of Section 22, Township 8 South Range 36 East Boise Meridian, Bannock County, Idaho, more particularly described as follows:

Beginning at a point on the North line of Section 22, Township 8 South, Range 36 East Boise Meridian, that is North 89°28'45" East 1322.07 feet from the Northwest corner of said Section 22; thence North 89°28'45" East on the North line of said Section 22, 688.75 feet; thence in a Southeasterly direction to a point that is 45 feet South of the North line of said Section 22 and is at the centerline of Marsh Creek; thence in a Southerly direction along the centerline of Marsh Creek, to the North 1/16 line of said Section 22; thence South 89°33'50" West along the North 1/16 line of said Section 22 to West 1/16 line of said Section 22; thence North 00°06'35" West along the West 1/16 line 1323.9 feet, more or less, to the point of beginning.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee , their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantee , that they are the owners in fee simple of said premises; that they are free from all incumbrances except matters of public record.

and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: August 17, 1976

Arthur Lin Whitworth aka A. Lin Whitworth

Carol Whitworth aka Carol A. Whitworth

STATE OF IDAHO, COUNTY OF Bannock

On this 17th **day of** August , 1976 , **before me, a notary public in and for said State, personally appeared** Arthur Lin Whitworth, aka A. Lin Whitworth and Carol Whitworth aka Carol A. Whitworth, husband and wife

NOTARY SEAL

known to me to be the person s whose name s are subscribed to the within instrument, and acknowledged to me that they have **executed the same.**

Notary Public

Residing at Pocatello , Idaho

Comm. Expires 10-29-76

NO. 569232
RECORDED AT REQUEST OF
Am. Land Title Co.
AUG 18 11 53 AM '76
292
OFFICIAL RECORDS OF BANNOCK COUNTY, IDAHO
TIM EVANS, RECORDER
FEE 1.00 DEPUTY In

Instrument No. 44406

C. M. CROCKER CO., PORTLAND, OR.

THE UNITED STATES OF AMERICA.

Certificate No. 7339 } To all to whom These Presents shall Come—Greeting:

WHEREAS, William Durand of Bannock County, Idaho

has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Boise City, Idaho whereby it appears that full payment has been made by the said William Durand according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act making further provisions for the Sale of the Public Lands," and the acts supplemental thereto, for the South East quarter of the South West quarter and the South West quarter of the South East quarter of Section Fifteen and the North East quarter of the North West quarter, and the North West quarter of the North East quarter of Section twenty two in Township Eight South of Range Thirty four East of Boise Meridian in Idaho, containing one hundred and sixty acres.

according to the Official Plat of the Survey of the said Lands returned to the General Land Office by the Surveyor General, which said Tract has been purchased by the said William Durand

NOW, KNOW YE, That the United States of America, in consideration of the premises, and in conformity with the several acts of Congress in such case made and provided, have Given and Granted, and by these presents do Give and Grant, unto the said William Durand and to His heirs, the said Tract above described.

TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities and appurtenances, of whatsoever nature, thereunto belonging, unto the said William Durand and to His heirs and assigns, forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of Courts, and also subject to the right of the proprietor of a vein or lode, to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

And there is reserved from the lands hereby granted a right of way thereon for ditches or canals constructed by the authority of the United States.

IN TESTIMONY WHEREOF, I

President of the United

RECEIVED
SEP 27 2002
CB

Land office at Vancouver, by the [illegible] Range East, containing [illegible] hundred and sixty acres.

according to the Official Plat of the Survey of the said Lands returned to the General Land Office by the Surveyor General, which said Tract has been purchased by the said

William Durant

NOW, KNOW YE, That the United States of America, in consideration of the premises, and in conformity with the several acts of Congress in such case made and provided, have Given and Granted, and by these presents do Give and Grant, unto the said William Durant

and to his heirs, the said Tract above described.

TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities and appurtenances, of whatsoever nature, thereunto belonging, unto the said William Durant and to his heirs and assigns, forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of Courts, and also subject to the right of the proprietor of a vein or lode, to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

And there is excepted from the grant hereby granted a right of way thereon for ditches or canals constructed by the authority of the United States.

IN TESTIMONY WHEREOF, I, Benjamin Harrison President of the United States of America, have caused these Letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

Given under my hand, at the City of Washington, the twenty-seventh day of December in the year of our Lord one thousand nine hundred and four, and of the Independence of the United States the one hundred and twenty-ninth

BY THE PRESIDENT: Benjamin Harrison

By John W. Noble Secretary.

Recorded Vol. 56 Page 376 O. M. Rose Recorder of the General Land Office.

Filed for Record at 11 o'clock A.M., March 3 A. D. 1893, and recorded at the request of Register's Office

Recorder.

By [illegible] Deputy.

Fee, $1.00

DEED RECORD

Anto #1

Instrument No. 14674.

THIS INDENTURE, Made the Twenty fourth day of August in the year of our Lord one thousand nine hundred and Nine (1909) between William Durand and Alva V. Durand, his wife of Pocatello County of Bannock State of Idaho the parties of the first part, and James A. Francis of McCammon County of Bannock State of Idaho the part Y of the second part,

WITNESSETH: That the said part ies of the first part, for and in consideration of the sum of Five Thousand and no/100 Dollars, lawful money of the United States of America to them in hand paid by the said part Y of the second part, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey and confirm unto the said part Y of the second part and to his heirs and assigns forever, All those certain lots pieces or parcels of land, situate, lying and being in the County of Bannock and State of Idaho, bounded and more particularly described as follows, to wit:

SE SW Sec 15
SW SE Sec 15
NE NW Sec 22
NW NE
Aug 24, 1909.

The Southeast quarter of the Southwest quarter, and the Southwest quarter of the Southeast quarter of Section fifteen (15), the Northeast quarter of the Northwest quarter of and the Northwest quarter of the Northeast quarter of Section Twenty Two (22) in Township eight (8) South of Range Thirty six (36) East of the Boise Meridian, in Idaho, containing one hundred and sixty (160) acres, according to the official plat of the survey of the said lands returned to the General Land Office by the Surveyor General.

Together with any and all water, water rights, ditches, canals and aqueducts used, had and enjoyed in connection with the above described premises, and particularly four (4) cubic feet per second of time of the waters of Walker Creek, as shown in that certain water location dated July 15, 1902, and recorded in Book "2" of Water Locations at page 186 of the Records of Bannock County, State of Idaho

This deed is given and accepted subject to the certain mortgages given by the parties of the first part herein to the Union Central Life Insurance Company of Cincinnati, Ohio, due and payable as follows: One for the sum of $ 1500.00, given April 15, 1904, due ten years after date with interest at the rate of ten per cent per annum, payable annually, and recorded April 15, 1904, in Book "2" of Mortgages at page 442, records of Bannock County, State of Idaho, and one for the sum of $1000.00 given November 21, 1907, due ten years after date with interest at the rate of ten per cent per annum, payable annually and recorded December 21, 1907 in Book "11" of Mortgages at page 253, Records of Bannock County, State of Idaho, both of which mortgages the grantee herein assumes and agrees to pay.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the rents, issues and profits thereto.

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances and privileges thereunto incident, unto the said part Y of the second part and to his heirs and assigns forever. And the said part ies of the first part, and their heirs, the said premises in the quiet and peaceable possession of the said part Y of the second part his heirs and assigns against the said parties of the first part, and their heirs, and against all and every person or persons whomsoever lawfully claiming or to claim the same, shall and will warrant, and by these presents forever defend.

IN WITNESS WHEREOF, the said part ies of the first part have hereunto set their hand s and seal s the day and year first above written.

Signed, sealed and delivered in the presence of
Wm H. Jackson Jr.
L. D. Brown

William Durand [SEAL]
Alva V. Durand [SEAL]
[SEAL]

STATE OF IDAHO
County of Bannock } ss.

On this 24th day of August in the year 1909 before me Lorenzo D. Brown, a Notary Public in and for said County, personally appeared William DUrand and ALva V. Durand his wife known to me to be the person s whose name s are subscribed to the within instrument, and acknowledged to me that t hey executed the same. ~~And on the day of in the year before me the officer above described, personally appeared known to me to be the person whose name is subscribed to the within instrument, described as a married woman; and upon an examination without the hearing of her husband, I made her acquainted with the contents of the instrument, and thereupon she acknowledged to me that she executed the same, and that she does not wish to retract such execution.~~

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

[L. S.] (seal)

Lorenzo D. Brown
Notary Public

Recorded at the request of Cit Nat Bank Ltd., this 25th day of Aug. 1909 at 10.32 A.M.

Fee 1.20

E. G. Gallet Recorder
By W. A. Hyde Deputy

DEEDS BOOK 24

Arb #1 403

DEED RECORD

Instrument No. 26599

THIS INDENTURE, Made the 20th day of September in the year of our Lord one thousand nine hundred and ten(1910) between James A. Francis and Etta L. Francis, his wife, of McCammon County of Bannock, State of Idaho, the parties of the first part, and Thomas I. Richardson, of Inkom County of Bannock State of Idaho, the party of the second part,

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of One and 00/100 Dollars, lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey and confirm unto the said party of the second part and to his heirs and assigns forever: All that certain lot piece or parcel of land, situate, lying and being in the County of Bannock, and State of Idaho, bounded and more particularly described as follows, to-wit:

The southeast quarter of the southwest quarter, the southwest quarter of the southeast quarter of Section 15, the northeast quarter of the northwest quarter and the northwest quarter of the northeast quarter of Section 22, Township 8 South, Range 36 East of the Boise Meridian, in Idaho, containing 160 acres, according to the official plat of the survey of the said lands returned to the General Land Office by the Surveyor General. Together with any and all water, water rights, ditches, canals and aqueducts used, had and enjoyed in connection with the above described premises, and particularly 4 cubic feet per second of time of the waters of Walker Creek, as shown in that certain water location dated July 15, 1902, and recorded in Book "2" of Water Locations at page 186 of the records of Bannock County, State of Idaho.

4 c/s Walker Creek

This deed is given and accepted subject to tws certain mortgages given by William Durand and Alva V. Durand, his wife, to the Union Central Life Insurance Company of Cincinnati, Ohio, due and payable as follows: One for the sum of $1500.00 given April 15, 1904, due ten years after date with interest at the rate of ten per cent per annum, payable annually, and recorded April 16, 1904, in Book "8" of Mortgages at page 442, records of Bannock County, State of Idaho, and one for the sum of $1000.00 given November 21, 1907, due ten years after date with interest at the rate of ten per cent per annum, payable annually, and recorded December 21, 1907, in Book "11" of Mortgages at page 253, records of Bannock County, State of Idaho, both of which mortgages the grantee herein assumes and agrees to pay.

(1)

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the rents, issues and profits thereto.

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances and privileges thereunto incident, unto the said party of the second part and to his heirs and assigns forever. And the said parties of the first part, and their heirs, the said premises in the quiet and peaceable possession of the said party of the second part his heirs and assigns against the said parties of the first part, and their heirs, and against all and every person or persons whomsoever lawfully claiming or to claim the same, shall and will warrant, and by these presents forever defend.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of

Aaron Elliott

Lottie Nielson

James A. Francis [SEAL]

Etta L. Francis [SEAL]

[SEAL]

STATE OF IDAHO } ss.
County of Bannock }

On this 20th day of September in the year 1910 before me Aaron Elliott, a Notary Public in and for said County, personally appeared James A. Francis and Etta L. Francis, his wife known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they 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.

[L. S.] (SEAL)

Aaron Elliott,
Notary Public

Recorded at the request of T. I. Richardson this 8th day of January, 1913, at 2:40 P. M.

Fee $1.40

E. C. Gallet, Recorder
By Edith Bunhoy Deputy

ARB #1

STATE OF CLAIFORNIA, } ss.
County of Los Angeles. }

On this 26th day of March, in the year 1914, before me John Edward Bishop, a Notary Public in and for said County, personally appeared J.M.Bistline and Martha Bistline, his wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they 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.

John Edwards Bishop,
Notary Public.
In & for Los Angeles County State of California.

(Seal)

My commission expires April 18, 1916.
My commission expires.....

Approved as to form and execution,
P.L.Williams,
P.W.

Recorded at request of Carl Stradley. 9:15 Am., May 9th, 1914.
By Harry J. Fox, Deputy. Fee $1.60 C.W.Pomeroy, Recorder.

----------oOo----------

(2)

Instrument No. 33320. BARGAIN AND SALE DEED.

THIS INDENTURE, made this 5th day of April, 1913, between Thomas I. Richardson, and Hattie Richardson, (husband and wife) the party of the first part, and the Walker Creek Land & Live Stock Company, a corporation, the party of the second part, WITNESSETH: That the said party of the first part, for and in consideration of the sum of one ($1.00) Dollar, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, and confirm unto the said party of the second part, and to its successors and assigns forever, all the certain lot piece or parcel of land situate, lying and being in the County of Bannock, State of Idaho, and bounded and particularly described as follows, to-wit: The southeast quarter of the southwest quarter and the southwest quarter of the southeast quarter of Section 15, the northeast quarter of the northwest quarter and the northwest quarter of the northeast quarter of section 22, Township 8 South, Range 36 East of Boise Meridian, in Idaho, containing 160 acres, according to the official plat of the survey of the said lands, returned to the General Land Office by the Surveyor General. Together with any and all water, water rights, ditches, canals and aqueducts used, had and enjoyed in connection with the above described premises and particularly four cubic feet per second of time of the waters of Walker Creek, as shown in that certain water location dated July 15, 1902 and recorded in Book "2" of Water Locations at Page 186 of the Records of Bannock County, State of Idaho. This deed is given and accepted subject to two certain mortgages given by William Durand and Alva V. Durand, his wife, to the Union Central Life Insurance Company of Cincinatti, Ohio, due and payable as follows:- One for the sum of $1500.00, given April 15, 1904, due ten years after date with interest at the rate of ten per cent per annum, payable annually, and recorded April 16, 1904, in Book "8" of Mortgages at Page 442, records of Bannock County, State of Idaho, and one for the sum of $1000.00 given November 21, 1907, due ten years after date with interest at the rate of ten per cent per annum, payable annually, and recorded December 21, 1907, in Book "11" of Mortgages at Page 253, records of Bannock County, State of Idaho, both of which mortgages the grantee herein assumes and agrees to pay. Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any-wise appertaining, and the revision and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances and privileges thereunto incident, unto the said party of the second part and to it s successors and assigns forever. And the said parties of the first part and their heirs the said premises in the quiet and peaceable possession of the said party of the second part, its successors and assigns against the said parties of the first part, and their heirs and against all and every person or persons whomsoever, lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Thomas I. Richardson.
Hattie Richardson.

Signed, Sealed and Delivered
in the presence of
Henry O'Leary.

STATE OF IDAHO, } ss.
County of Bannock. }

On this 6th day of April, in the year 1913, before me Henry O'Leary, a Notary Public in and for said county xxx of Bannock, personally appeared Thomas I. Richardson and Hattie Richardson, (husband and wife), known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they 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.

Henry O'Leary,
Notary Public.

(Seal)

Recorded at request of John A. Webster. 2:25 Pm., May 12th, 1914.
By Sidonia Grosse, Deputy. Fee $1.60 C.W.Pomeroy, Recorder.

----------oOo----------

(SEAL) By the President: Woodrow Wilson
By M. P. LeRoy, Secretary
L. C. C. Lamar
Recorder of the General Land Office

RECORDED: Patent Number 486127
Recorded at request of Arthur C. Saunders, at 2:45 P.M., Jan'y. 25, 1916
By Sidonia Grosse, Deputy Fee 1.00 C. W. Pomeroy, Recorder.

---oOo---

(1)

Instrument No. 44168.

THIS INDENTURE, Made the 3rd day of December in the year of our Lord one thousand nine hundred between Joseph S. Stoddard and wife, Susan E. Stoddard, of Downey, County of Bannock, State of Idaho, the parties of the first part, and Adelbert O. Merrill of Swan Lake, County of Bannock, State of Idaho, the party of the second part.

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of one hundred and ninety nine dollars, lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do by these presents, grant, bargain, sell and convey and confirm unto the said party of the second part, and to his heirs and assigns, forever; All those certain lots, pieces or parcels of land situate, lying and being in the County of Bannock and State of Idaho, bounded and more particularly described as follows, to-wit: The north half of of south east quarter (N2 SE4) and south west quarter (SW4) of south east quarter (SE4) and north east quarter of south west quarter (NE4 SW4) of section seventeen (17) in Township twelve (12) south of range thirty eight (36) east Boise Meridian and containing one hundred and sixty (160) acres, all being and lying in Bannock County, State of Idaho.

Together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the rents, issues and profits thereto;

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances and privileges thereunto incident, unto the said party of the second part, and to his heirs and assigns forever. And the said parties of the first part, and their heirs, the said premises in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, against the said parties of the first part, and their heirs, and against all and every person or persons whomsoever, lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Joseph S. Stoddard, (Seal)
Susan E. Stoddard, (Seal)

Signed, sealed and delivered
in the presence of Wm.F.Fisher,
Samuel T. Merrill,
(50¢ Attached, cancelled)

STATE OF IDAHO,)
: ss.
County of Bannock,)

On this 3rd day of December in the year 1900, before me William F. Fisher, a Notary Public in and for said County, personally appeared Joseph S. Stoddard of Downey, Bannock County, State of Idaho, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same; and on this 3rd day of December in the year 1900, before me, the officer above described, personally appeared Susan E. Stoddard, known to me to be the person whose name is subscribed to the within instrument, described as a married woman; and upon an examination without the hearing of her husband, I made her acquainted with the contents of the instrument, and thereupon she acknowledged to me that she executed the same and that she does not wish to retract such execution.

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

William F. Fisher,
Notary Public.

(Seal) My commission expires Dec. 16th, A.D. 1900;

Recorded at request of Utah Mortgage Loan Corp., 2:01 P.M., February 4, 1916.
By Harry J. Fox, Deputy. Fee $1.20 C.W.Pomeroy, Recorder.

---oOo---

(2)

Instrument No. 44175. DEED ARB #1

THIS INDENTURE, made the 15th day of December, 1915, between the WALKER CREEK LAND AND LIVE STOCK COMPANY, a corporation, heretofore organized and doing business under the laws of the State of Utah, party of the first part and JOHN A. WEBSTER of Mayerville, State of Utah, party of the second part, WITNESSETH:

That the said party of the first part in consideration of the sum of One ($1.00) Dollar, lawful money of the United States, paid to it by the said party of the second part, the receipt whereof is hereby acknowledged, hereby grants, bargains, sells, releases and conveys to the said party of the second part, his heirs and assigns forever, all those lots and parcels of land situated in the County of Bannock, State of Idaho, particularly described as follows: The southeast quarter of the southwest quarter and the southwest quarter of the southeast quarter of Section 15, the northeast quarter of the northwest quarter and the northwest quarter of the northeast quarter of Section 22; Township 8 south, Range 36 east, of Boise Meridian, in Idaho, containing 160 acres, according to the official plat of the survey of the said lands, also, the southwest quarter of the southwest quarter of Section 15, Township 8 south, Range 36 east, Boise Meridian, containing 40 acres, according to the

official plat of the survey of said lands, returned to the General Land Office by the Surveyor General. Together with primary water rights out of Walker Creek and Marsh Creek and all other water rights of any nature whatsoever, together with the appurtenances of all the estate and rights of the party of the first part in and to said premises.

To have and to hold the above granted premises unto said party of the second part, his heirs and assigns forever, the said party of the first part hereby covenants with the party of the second part, as follows:

First. That the party of the first part is seized of the said premises in fee simple and has a right to convey the same.

Second. That the party of the second part shall quietly enjoy the said premises.

Third. That the said premises are free from incumbrances except a certain mortgage given to secure the purchase price of said tracts of land.

Fourth. That the party of the first part will execute or procure any further necessary assurance of the title to the said premises.

Fifth. That the party of the first part will forever warrant the title to said premises.

IN WITNESS WHEREOF, the said party of the first part, the Walker Creek Land and Live Stock Company, has caused this instrument to be signed, acknowledged and delivered in its name and on its behalf by its President and attested by its Secretary the day and year first above written.

WALKER CREEK LAND AND LIVE STOCK COMPANY
By John A. Webster, Its President.

ATTEST: George W. Watt,
Its Secretary.

STATE OF UATH,)
: ss.
County of S Davis,)

On this 15th day of December, A.D. 1915, before me, a Notary Public, personally appeared John A. Webster, known to me to be the President of the corporation that executed this instrument and acknowledged to me that such corporation executed the same.

John A. Bailey,
Notary Public.

(Seal) My commission expires Nov. 12th, 1918.

Recorded at request of Home Inv. Co., 2:19 P.M., February 4, 1916.
By Harry J. Fox, Deputy. Fee $1.40 C.W.Pomeroy, Recorder.

606

Instrument No. 44182. SHERIFF'S DEED ON FORECLOSURE.

THIS INDENTURE, made this 2nd day of November, 1915, between W.W.Cooper, the now duly elected, qualified and acting Sheriff of the County of Bannock, State of Idaho, of the first part, and Farmers and Traders Bank, a corporation, the party of the second part, WITNESSETH:

WHEREAS, in and by a judgment and decree made and entered on the 5th day of October, 1914, in and by the District Court of the Fifth Judicial District of the State of Idaho, in and for the County of Bannock, in a suit then pending in said court, wherein Farmers and Traders Bank, a corporation, was plaintiff, and Martha W. Ulrich, Carl F. Ulrich, Otto Ulrich and Isaac Bevel, were defendants, it was, among other things, ordered, adjudged and decreed that the mortgaged premises described in the complaint and decree in said action, be sold at public auction by the Sheriff of said county in the manner directed by law, upon which said judgment or decree an execution in foreclosure was duly issued and delivered to E. E. Lowry, the then duly elected, qualified and acting Sheriff of the said County of Bannock, requiring him to make sale of said premises as therein directed; and

WHEREAS, in obedience to said decree and execution in foreclosure and after due public notice given as required by law, the said E. E. Lowry, the then Sheriff of said county, did, on the 31st day of October, 1914, at ten o'clock A.M., duly sell at public auction, at the southeasterly front door of the Court House at the City of Pocatello, Bannock County, Idaho, the premises in said decree and hereinafter described; and

WHEREAS, at such sale said premises were fairly sold to Farmers and Traders Bank, a corporation, the plaintiff in said action, and the grantee herein, for the sum of Three Thousand, one hundred three and 21/100 dollars ($3103.21), it being the highest bidder and that sum being the highest bid therefor; which sum was duly paid by said purchaser to said E.E.Lowry, the then Sheriff, and said E.E.Lowry, the then Sheriff, thereupon delivered his certificate of sale to the said purchaser and filed a duplicate thereof in the office of the County Recorder of the said County of Bannock, as required by law; and

WHEREAS, more than one year has expired since the date of said sale and no redemption has been made of the property so sold, by any person:

NOW, THEREFORE, in consideration of the premises and of said sum so paid, as aforesaid and in compliance with the statute, said W.W.Cooper, the now duly elected, qualified and acting Sheriff, as aforesaid, and successor to the said E.E.Lowry, the then Sheriff of said county, does hereby grant, bargain, sell and convey to the said grantee and to its successors and assigns forever, all that real property lying and being in the County of Bannock, State of Idaho, described as follows, to-wit:

Lot fourteen in Block four hundred twenty-eight and lot fourteen in Block five hundred and nine, containing 8400 square feet, according to the official plat of the survey of said land returned to the General Land Office by the Surveyor General, together with the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining and situated in the City of Pocatello, County of Bannock, State of Idaho.

TO HAVE AND TO HOLD the above described premises with the appurtenances unto the said grantee and its successors and assigns forever.

IN WITNESS WHEREOF, said grantor as sheriff aforesaid, doth hereunto set his hand the day and year first above written.

W. W. Cooper,
Sheriff of Bannock County, Idaho.

632

8-11-1930

ARB #1 Frank Toston

INSTRUMENT No. 173496 ✓

Cox Printing & Supply, Pocatello, Idaho

WARRANTY DEED

This Indenture, Made this 11th day of August, in the year of Our Lord One Thousand Nine Hundred and thirty, between John A. Webster, & Fannie Webster, his wife, of Kaysville, County of Davis, State of Utah, the parties of the first part, and Frank Toston of Pocatello, County of Bannock, State of Idaho, the party of the second part:

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of One and no/100 DOLLARS, lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged and other good and valuable considerations, do by these presents, Grant, Bargain, Sell and Convey and Confirm unto the said party of the second part, and to his heirs and assigns forever: All those certain lots, pieces or parcels of land situate, lying and being in the County of Bannock, State of Idaho, bounded and more particularly described as follows, to-wit:

1

The South half of the Southwest Quarter, the Southwest Quarter of the Southeast Quarter of Section Fifteen (15), The Northeast Quarter of the Northwest Quarter and the Northwest Quarter of the Northeast Quarter of Section Twenty two (22), in Township Eight (8) South, Range Thirty six (36), East of the Boise Meridian, in Idaho, containing 200 acres according to the Official Plat of the Survey of the said lands, returned to the General Land Office by the Surveyor General, together with all water rights and particularly water rights obtained from Walker and Marsh Creeks.

15 + 22

Together with, all and singular, the tenements, hereditaments and appurtenances thereunto belonging or otherwise appertaining, and the rents, issues and profits thereof:

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances and privileges thereunto incident, unto the said party of the second part, and to his heirs and assigns forever. And the said parties of the first part, and their heirs the said premises in the quiet and peaceable possession of the said party of the second part, his heirs and assigns against the said parties of the first part, and their heirs and against all and every person or persons whomsoever, lawfully claiming or to claim the same, shall and will warrant and by these premises forever defend.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

John R. Gailey
G. Melvin Barnes

John A. Webster (SEAL)
Fannie her X Webster mark (SEAL)
(SEAL)
(SEAL)

STATE OF ~~IDAHO~~ Utah
County of Davis } ss.

On this 13th day of August, in the year 1930, before me, the undersigned a Notary Public in and for said County and State, personally appeared John A. Webster, & Fannie Webster, his wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

John R. Gailey
Notary Public.
(SEAL) Commission Expires Nov. 7, 1930. Residence Kaysville, Utah.

I hereby certify that this instrument was filed for record at the request of B T A Co. at 05 minutes past 3 o'clock P. M., this 6 day of Oct. A. D. 1934, in Book 87 of Deeds, at page 632.

Grace L. Hall
Ex-Officio Recorder.

Fee, $ 1.00

By Clarice K. Mitchell Deputy.

STATE OF CALIFORNIA)
County of ALAMEDA) ss.

On this 9th day of October in the year 1940, before me, J. L. Wyquist, a Notary Public in and for said County of Alameda, personally appeared N. S. Davis, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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

(SEAL) J. L. Wyquist

Filed for record at the request of O. R. Beam, Oct 18, 1940, at 43 minutes past 9 o'clock AM., in Record of Deeds 82, page 216.

Anna Keefe, Recorder

Fee 80¢

ARB #1

INSTRUMENT NO. 211583

QUIT CLAIM DEED

THIS INDENTURE, Made the Fourteenth day of August, in the year of our Lord, One Thousand Nine Hundred and Forty, between Frank Toston, a single person of McCammon county of Bannock and State of Idaho the party of the first part, and A. M. Newton and Florence Newton, his wife of Pocatello, of the County of Bannock and State of Idaho the parties of the second part:

WITNESSETH, That the said party of the first part, for and in consideration of the sum of ONE and 00/100 DOLLARS lawful money of the United States of America to him in hand paid by the said parties of the second part, the receipt of which is hereby acknowledged, does by these presents demise, release and forever Quitclaim unto the said parties of the second part, and to their heirs and assigns, all that certain real estate situated in Bannock County, of the State of Idaho, particularly described as follows, to wit:

The South Half of the Southwest Quarter and the Southwest Quarter of the Southeast Quarter of Section Fifteen; the Northeast Quarter of the Northwest Quarter and the Northwest Quarter of the Northeast Quarter of Section Twenty-two; all in Township Eight South, Range Thirty-six, East of the Boise Meridian; and

All water and water rights used upon or appurtenant to said property and however evidenced;

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining,

($8.80 I. R. S. Attached to deed and cancelled.) 9-21-43

Together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD all and singular the said premises, together with the appurtenances unto said parties of the second part, and to their heirs and assigns forever.

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of Frank Toston (Seal)

STATE OF IDAHO)
County of Bannock) ss.

On this Fourteenth day of August in the year 1940, before me, F. M. Bistline, a Notary Public in and for the County of Bannock, State of Idaho, personally appeared Frank Toston, known to me to be the person whose name 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 my official seal, the day and year in this certificate first above written.

(SEAL) F. M. Bistline
Notary Public.
Residence: Pocatello, Idaho

Filed for record at the request of Dr. A. M. Newton Oct. 19, 1940 at # minutes past 9 o'clock AM., in Record of Deeds 82, page 217. Box 589.

Anna Keefe, Recorder

Fee 80¢

INSTRUMENT NO. 211584

Affidavit

State of Idaho)
County of Bannock) ss

RECEIVED
SEP 27 2002
By CB

I Risden Barron

Flood irregated the property Described herein by pumping out of Marsh Creek and Ditching water out of Walker Creek. I farmed and irregated the Land known as The A.M. Newton Ranch from Approximately 1950 to 1957. I make this Affidavit To Support A.M. Newtons Affidavit Dated & Recorded in Bannock County

Idaho on July 13, 1972.

I believe the Legal description on the aforementioned Affidavit of A.M. Newtons to describe the Property I farmed and including the SE¼ of the SW¼.

10-2-96 x Jerden Barrow

10-2-96 x Grant Nuss
Witness

10-2-96 x _____

Affidavit

State of Idaho)
County of Bannock)

I John Neeser do swear That I irregated property for Frank Toston for 3-4 years around the years 1927-1931. We used water and Flood irregated from both Walker and Marsh Creeks on property on both Sides of the marsh Creek in sections 15 & 22 Township 8 South Range 34 E.B.M. I make these Statements To certify Use of These waters for beneficial

irregation & Agricultural use.

I certify that Frank Toston Pumped water up from Marsh Creek and by ditching irregated the property he owned and Leased by Flood irrigation.

10-3-96 x [signature]
John Neeser

10-3-96 x Steve Wakley
Wittness

Affidavit

State of Idaho)
:
County of Bannock)

RECEIVED
SEP 27 2002
By CB

I Francis M. Whitworth do Swear That I irregated by Flooding out of Both Marsh AND Walker Creeks The property belonging to A.M. Newton Located IN Section 15 & 22 Township 8 South RANge 36 E.B.M.. I ditched water from A diversion Located ON Lou Carlyles place ON marsh Creek. Point of Diversion in Section 34 Township 8 South RANge 36 E.B.M.

I inregated there from 1955 to 1958.

I make this affidavit in support of A. M. Newtons Affidavit Dated and Recorded in Bannock County Idaho on July 13, 1972.

I confirm the Legal descriptio. on said A. M. Newton Affidavit to be correct except where it Reads: Section 15: SW1/4 SE1/4 should read SE1/4 of the SW1/4.

X Francis M Whitworth

Witness X Olive M. Whitworth

Witness X Arden Whitworth

Affidavit:

RECEIVED
SEP 27 2002
By CB

State of Idaho)
County of Bannock):

I Marvin Daniel Whitworth do Swear That I irregated by Flooding out of both Marsh and Walker Creeks the property belonging to A.M. Newton Located in Sections 15 & 22 Township 8 south Range 36 E.B.M.. I ditched water from A diversion Located on Lou Carlyle. Place on Marsh Creek. Point of diversio in section 34 Township 8 south Range 36 E.B.M.. Also Pumping water out of Marsh Creek up through A set of headgates. I irregated the property in 1959.

I make Affidavit in support of A.M. Newtons Affidavit Dated and Recorded in Bannock County Idaho on July 13, 1972.

I Confirm the Legal description on said A.M. Newton Affidavit to be correct except where it reads Section 15: SW¼ SE¼ should read SE¼ of the SW¼.

X Marvin Whitworth

witness X Albert Abbott

witness X _____

Affidavit:

State of Idaho)
County of Bannock)

RECEIVED
SEP 27 2002
By CB

I Gordon B. Cooper do swear that I pumped water with a natural gas pump flood irregating the old A.M. Newton Ranch located in Sections 15 & 22 Township 8 South Range 36 E.B.M.. The system was made up of cement diversion boxes.

A dam downstream from said property backed water up the Creek bed raising the water Table and sub irregaing said property also, I Irregated the property in 1970.

I make this Affidavit to support Continual use and the Affidavit filed by A. M. Newton and Recorded in Bannock Count Idaho on July 13, 1972

I Confirm the Legal description on said A. M. Newtons Affidavit to be correct but should also include the South East 1/4 of the Southwest 1/4 of Section 15.

Dated 10-1-96 X Gordon Cooper

Dated 10-1-96 X Beverly J. Cooper
Witness

Affidavit

State of Idaho)
County of Bannock)

RECEIVED
SEP 27 2002
By CB

I Howard Hall do swear That There was a diversion dam and a ditch located on my in laws property known as the Carlyle place. Said diversion And ditch Located just below Bell Marsh Creek in Section 34, T85, R36E was used to run water for irrigation to irregate property downstream including Frank Toston an A.M. Newton Ranch Located in the

SE 1/4 of the SW 1/4 and SW 1/4 of the SE 1/4 of Section 15 T8S R 36 EBM, and the N 1/2 of the NW 1/4 and the NW 1/4 of the NE 1/4 of Section 22 T8S range 36 EBM.

I make this statement to certify that Marsh Creek water was used to irrigate these properties above from 1944 to 1962 or 1963, and also to support AM Newtons Affidavit #496994 Recorded and Dated July 13, 1972.

Oct/3/96 X Howard Hall

Oct/3/96 X R. McKellar
witness

10 - 4 - 1996

Inkom Idaho

County of Bannock.

State of Idaho

RECEIVED
SEP 27 2007
By CB

To whom it may concern

Beginning at the time I purchased 92 acres of the Old Durand - Francis T. I. Richardson - am Newton Ranch on Marsh creek, a Tributary to the Portneuf River, a purchase made in 1973 By Myself and my Brother Dennis and our wives. I used the water from Walker Creek; a tributary to Marsh Creek and Water from Marsh creek by gravity flow and Pumping for flood irrigation and sprinkle irrigation and sub irrigated from said streams from 1973 untill the

End page

Begin Page 2

Present time.

The property irrigated is specificly described as follows. SE 1/4 of ~~Sec.~~ 1/4 of Section 15 and SW 1/4 of SE 1/4 of section 15 and the North 1/2 of the NW 1/4 of Section 22 and ilso NW 1/4 of the NE 1/4 of Section 22 in TS 8 South Range 36 East. BM.

I also transferred my Walker creek water to my Marsh creek water in 1975 at which time I began using same Sprinkle irrigation.

This statement is to ~~Certify~~ (also) the continued use of said waters for beneficial use on said properties

A Lin Whitworth
Jerome Idaho 10-4-96

~~Notary Public~~ Sherry Hernandez
November 1, 1999
Commission Expires

State of Idaho)
:
County of Bannock)

On this 4 day of October, 19 96, before me Sherry Helmandollar, a notary public, personally appeared A. Lin Whitworth, personally known to me to be the person whose name is subscribed to this instrument, and acknowledged that he/she executed the same.

Sherry Helmandollar
NOTARY PUBLIC
Residing at: Inkom, Idaho
My Commission expires November 1, 1999