

**Documents pertaining to the transfer of ownership of various parts  
of sections 4 and 9, Township 14 North, Range 1 West:**

|      |                                                                                                   |
|------|---------------------------------------------------------------------------------------------------|
| 1908 | Homestead: Jefferson Bailey, April 6, 1908                                                        |
| 1930 | Holland Bank to Holland Land Company, September 15, 1930                                          |
| 1931 | Benson, Irving Gibbs, Caroline Bailey to Holland Bank, to Holland<br>Land Company, March 31, 1931 |
| 1933 | Jefferson & Nellie Bailey to Fred & Grace Bailey,<br>September 25, 1933                           |
| 1942 | Fred & Grace Bailey to E.J. Swedman, May 4, 1942                                                  |
| 1950 | Swedman to Lloyd Slatter, March 24, 1950                                                          |
| 1951 | Lloyd & Violet Slatter to Oliver & Oleta Denison, May 11, 1951                                    |
| 1952 | Oliver & Oleta Denison to H.T. & Clara Blessinger & J.P. Brown,<br>April 29, 1952                 |
| 1957 | Holland Land Company to Tom Ogle, August 13, 1957                                                 |
| 1960 | Holland Land Company to NW & Pacific Hypotheekbank, March 31,<br>1960                             |
| 1961 | NW Pacific Hypotheekbank to Tom Ogle October 24, 1961                                             |
| 1969 | Blessinger to Alpine Grazing Association, October 9, 1969                                         |
| 1974 | Alpine Grazing Corporation to Delbert & Marion Ogle,                                              |
| 1981 | Tom & Irene Ogle to Delbert & Marion Ogle, October 23, 1981                                       |
| 1996 | Court to E. Pearson & R. Thorsen                                                                  |

INSTRUMENT NO. 6450

4 - 405 a-ty.  
- - - - -

THE UNITED STATES OF A-M-E-R-I-C-A

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

Homestead Certificate No. 2694.        }  
Application 4872.                        }

WHEREAS, There has been deposited in the GENERAL LAND OFFICE of the United States, a Certificate of the Register of the Land Office at Boise, Idaho, whereby it appears that, pursuant to the Act of Congress approved 20th May, 1862, "To secure Homesteads to Actual Settlers on the Public Domain," and the acts supplemental thereto, the claim of JEFFERSON D. BAILEY, has been established and duly consummated, in conformity to law, for the

SOUTH WEST QUARTER OF THE SOUTH EAST QUARTER AND THE SOUTH HALF OF THE SOUTH WEST QUARTER OF SECTION FOUR AND THE SOUTH-EAST QUARTER OF THE SOUTH EAST QUARTER OF SECTION FIVE IN TOWNSHIP FOURTEEN NORTH OF RANGE ONE WEST OF THE BOISE MERIDIAN, IDAHO, containing One hundred and sixty acres, according to the Official Plat of the Survey of the said land, returned to the General Land Office by the Surveyor General;

NOW KNOW YE, That there is, therefore granted by the United States unto the said Jefferson D. Bailey, the tract of land above described;

TO HAVE AND TO HOLD the said tract of land, with the appurtenances thereof, unto the said Jefferson D. Bailey 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, Theodore Roosevelt, 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.

SEAL

United States  
General  
Land Office.

GIVEN under my hand at the City of Washington, the SIXTH day of APRIL in the year of our Lord One thousand nine hundred and eight, and of the independence of the United States the one hundred and thirty-second.

By the President: Theodore Roosevelt,

BY M. W. Young, Secretary,  
H. W. Sanford, Recorder of  
the General Land Office.

Recorded, Vol. 755 page 287.

Recorded at the request of Devaney & Carter at 9 o'clock A.M. this 8th day of September A. D. 1917.

Fees \$1.00

nm=838

E. C. Smith, Recorder.

THIS INDENTURE, Made this 25th day of September in the year of our Lord one thousand nine hundred and thirty-three between JEFFERSON D. BAILEY and NELLIE BAILEY, his wife, of Indian Valley County of Adams State of Idaho, the parties of the first part, and FRED S. BAILEY, and GRACE BAILEY, his wife, of Indian Valley, County of Washington, State of Idaho, the parties of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of TWO HUNDRED DOLLARS, lawful money of the United States of America, to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said parties of the second part, and to their heirs and assigns forever, all the following described real estate, situated in County of Adams, State of Idaho, to-wit:

The Southeast Quarter of the Southeast Quarter of Section Five, and the Southwest Quarter of the Southeast Quarter of Section Four, in Township Fourteen North of Range One West of Boise Meridian, containing 80 acres;

Together with all ditches and water rights used, connected with or appurtenant thereto, including 15 miners inches of decreed water right. This deed is made subject to a mortgage on said premises for the sum of Six Hundred Dollars, and which the second parties assume and agree to pay according to its terms and tenor.

TOGETHER With all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all estate, right, title and interest in and to the said property, as well in law as in equity, of the said parties of the first part.

TO HAVE AND TO HOLD, All and singular the above mentioned and described premises, together with the appurtenances, unto the parties of the second part, and to their 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 parties of the second part, their heirs and assigns, against the said parties of the first part, and their heirs, and against all and every person and 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 presence of - - - - -

State of Idaho  
County of Washington

Jefferson D. Bailey (Seal)  
Nellie Bailey (Seal)

}  
} ss I. R. 50¢ attached and  
} cancelled.

On this 25th day of September, in the year 1933, before me, R. E. Wilson, a Notary Public in and for said State, personally appeared Jefferson D Bailey, and Nellie Bailey 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.

R. E. Wilson

(NOTARIAL SEAL)

Notary Public, residing at Cambridge, Idaho.  
Recorded at the request of Fred S. Bailey at 55 minutes past 2 o'clock P. M.  
this 10th day of August, 1934.

67-4273  
67-4276

INSTRUMENT NO. 18106

R. E. No. 533-Bailey      WARRANTY DEED

THIS INDENTURE, Made this 15th day of September, A. D. 1930, between the HOLLAND BANK, a corporation formed under the General Laws of the Kingdom of The Netherlands, and lawfully doing business in the United States of America, with offices at Spokane, Washington, party of the first part, and HOLLAND LAND COMPANY, a corporation, party of the second part.

WITNESSETH, That the said party of the first part for and in <sup>the</sup> consideration of the sum of ONE THOUSAND ONE HUNDRED FOUR and 07/100 DOLLARS (\$1,104.07) to it in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, convey and confirm unto the said party of the second part, its successors and assigns forever, that certain real property situated and being in the County of Adams, State of Idaho, known and described as follows, to-wit:

The North Half of the Northeast Quarter of Section Eight (8); North Half of the Northwest Quarter of Section Nine (9), all in Township Fourteen (14) North, Range One (1) W. B. M., containing in all one hundred sixty (160) acres, more or less.

TO HAVE AND TO HOLD the said premises, together with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining unto the said party, its successors and assigns forever.

And the said party of the first part, for itself, its successors and assigns, does by these presents covenant to and with the party of the second part, its successors and assigns, that it is well seized in fee of the lands and premises aforesaid and has good right to sell and convey the same and that the same are free from all encumbrances except all taxes or impositions that may be legally imposed or become due upon said land and premises subsequent to the year of 1929 and the above bargained and granted lands and premises in the quiet and peaceable possession of the said party of the second part, its successors and assigns, against all persons lawfully claiming or to claim, the whole or any part thereof, and said party of the first part will warrant and forever defend.

IN WITNESS WHEREOF, said Holland Bank has caused this instrument to be executed under its corporate seal by Henri Crommelin and Charles A. O'Connor, its Attorneys-in-Fact on this 15th day of September, 1930.

HOLLAND BANK

(CORPORATE SEAL)

By Charles A. O'Connor and Henri Crommelin  
Its Attorneys-in-Fact.

State of Washington      )  
County of Spokane        )      ss

On this 15th day of September, A. D. 1930, before me personally appeared Henri Crommelin and Charles A. O'Connor, to me known to be the Attorneys-in-Fact of the corporation that executed the within and foregoing instrument and acknowledged the said instrument to be free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

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

Marguerite Sickafoose

(NOTARIAL SEAL)

Notary Public in and for the State of Washington,  
residing at Spokane, Wash.

Recorded at the request of Adams County Abstract Co., at 30 minutes past  
3 o'clock P. M. this 20th day of Sept. 1930.  
Matilda Moser, Recorder,  
By Jean C. Lewis, Deputy.

Fees \$1.20

408-1111

## ADAMS COUNTY, IDAHO

INSTRUMENT NO. 18055

605

CAPITAL NEWS PUBLISHING CO., BOISE 85503

#5685:-Bailey.

THIS INDENTURE, Made this 25th day of August, A. D. 1930, between W. F. Winkler Sheriff of the County of Adams State of Idaho, party of the first part, and Holland Bank a corporation of Spokane, County of Spokane, State of Washington, party of the second part, WITNESSETH:

WHEREAS, In and by a certain decree rendered by the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Adams on the 16th. day of July 1929, and entered on the 16th. day of July 1929, in a certain action then pending in said Court, wherein Holland Bank, a corporation, plaintiff, and Fred S. Bailey defendant, it was, among other things, ORDERED ADJUDGED AND DECREED, That all and singular the mortgaged premises described in the complaint in said action, and specifically described in said decree, be sold at public auction, by the Sheriff of the said County of Adams in the manner required by law, and according to the course and practice of said Court, and that said Sheriff execute the usual certificates and deeds to the purchaser, as required by law;

AND WHEREAS, A writ, reciting the material parts of said decree, and directing the said party of the first part, as such Sheriff, to execute the said decree, by making the sale and applying the proceeds in conformity therewith, having been to said Sheriff directed and delivered, the said Sheriff did, at the hour of One o'clock P. M., on the 24th. day of August 1929, after due public notice had been given, as required by the laws of this State and the course and practice of said Court, duly sell at public auction, in front of the Court house door in the Village of Council, and County of Adams agreeably to the said decree, and the provisions of law, the premises in said decree mentioned; at which sale the premises in said decree, and hereinafter described, were fairly struck off to Holland Bank, a corporation for the sum of ONE THOUSAND (\$1000.00) DOLLARS, lawful money of the United States, he being the highest bidder, and that being the highest sum bidden for the same;

AND WHEREAS, The said Holland Bank a corporation, thereupon paid to the said Sheriff the said sum of money so bidden by him;

AND WHEREAS, The said Sheriff thereupon made and issued the usual certificate, in duplicate, of the said sale, in due form of law, and delivered one thereof to the said purchaser, and caused the other to be filed and recorded in the County Recorder's office of the County of Adams;

AND WHEREAS, More than one year has elapsed since the date of said sale, and no redemption has been made of the premises so sold, as aforesaid, by or on behalf of the said judgment debtor, the said defendant, or by or on behalf of any other person;

NOW, THIS INDENTURE WITNESSETH, That the said party of the first part, the said W. F. Winkler Sheriff, in order to carry into effect the sale so made by him, as aforesaid, in pursuance of said decree, and in conformity to the statute in such case made and provided, and, also, in consideration of the premises, and of the said sum of ONE THOUSAND (\$1000.00) DOLLARS lawful money of the United States, so bidden and paid to him by the said purchaser, the said Holland Bank, a corporation, the receipt whereof is hereby acknowledged, hath GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents doth GRANT, BARGAIN, SELL and CONVEY, unto the said party of the second part, and to their successors and assigns, FOREVER,

## DEED RECORD, No. 12

The North Half of the Northeast Quarter of Section Eight (8),  
the North Half of the Northwest Quarter of Section Nine (9), Twp.  
Fourteen (14) North, Range One (1) W. B. M.: containing in all One  
Hundred and Sixty (160) acres, more or less.

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 premises above mentioned and  
described and hereby conveyed, or intended so to be, together with the appur-  
tenances, unto the said party of the second part, their successors and assigns  
FOREVER.

IN WITNESS WHEREOF, The said party of the first part to these presents,  
Sheriff as aforesaid, hath hereunto set his hand and seal, the day and year  
first above written.

Sealed and Delivered  
in the presence of \_\_\_\_\_

W. F. Winkler  
Sheriff of Adams County,  
State of Idaho.

STATE OF IDAHO,        }  
County of Adams        } ss.

On this 25th. day of August A. D. 1930, before me Matilda Moser, Clerk of  
the District Court, in and for said County and State, personally appeared W. F.  
Winkler, Sheriff of the County of Adams State of Idaho, personally known to me  
to be the same person whose name is subscribed to the foregoing instrument, and  
acknowledged to me that he, as such Sheriff aforesaid, executed the same.

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

(OFFICIAL SEAL)  
Matilda Moser  
Clerk District Court

Recorded at the request of Holland Bank at 8 minutes past 1 o'clock P. M.,  
this 6 day of September A. D. 1930.

Fees \$2.00  
Matilda Moser       Recorder

THIS INDENTURE, Made this, the 28 day of March, 1931 between W. F. Winkler, the Sheriff of Adams County, State of Idaho, party of the first part, and HOLLAND BANK, a corporation, the party of the second part, WITNESSETH;

WHEREAS, A Judgment and Decree of Foreclosure and Sale was rendered and entered in the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Adams, on the 22nd day of October, 1929, in an action then pending in said Court in favor of HOLLAND BANK, a corporation, as plaintiff, and against Walter E. Benson, Harriet Benson; Irving Gibbs, Jess Gibbs, Agnes Gibbs, The Peoples Bank, a corporation, Caroline Bailey, E. W. Porter, Commissioner of Finance of the State of Idaho, Defendants

And an Order of Sale issued out of and under the seal of the said District Court reciting the material parts of said Judgment and Decree, duly attested on the 10th day of February 1930, and to the Sheriff of Adams County, State of Idaho, directed and to W. F. Winkler as such Sheriff delivered on the 10th day of February, 1930, for execution, commanding and requiring him as such Sheriff to proceed to notice for sale and sell the premises in said writ mentioned and described in said Decree as follows, to-wit:

Southeast Quarter of the Southwest Quarter; West Half of the Southeast Quarter; West Half of the Northeast Quarter; West Half of the Northeast Quarter of the Northeast Quarter, all in Section Nine (9), all in Township Fourteen (14), North Range One (1), West of the Boise Meridian, containing in all 220 acres, more or less.

in the manner prescribed by law and to apply the proceeds of such sale to the satisfaction of said Judgment with interest thereon and costs, together with Sheriff's fees, and to execute the usual certificate and deed to the purchaser or purchasers; and

WHEREAS, In compliance with said writ, that on the 22nd day of March 1930, between the hours of 9 o'clock in the morning and 5 o'clock in the afternoon, to-wit: at the hour of Eleven o'clock in the forenoon of that day in front of the front door of the County Court House in Adams County, State of Idaho, and after due and legal notice having been given in the said behalf as by the Statutes of Idaho in such case made and provided, W. F. Winkler, Sheriff, duly sold at public auction all and singular the premises above described and in said writ mentioned and described, and by said Decree directed to be sold to HOLLAND BANK, a corporation, who was the highest bidder therefor, in the sum of Seven Thousand Eight Hundred Twenty-seven and 72/100 (\$7,827.72) Dollars

And whereupon the said purchaser paid to said Sheriff the said sum of \$7,827.72 so bidden by HOLLAND BANK, a corporation, and thereupon W. F. Winkler as such Sheriff made and issued such Certificate of sale as by law directed in duplicate and delivered one to the said purchaser and filed the other in the office of the Recorder for said Adams County for record; and

WHEREAS, The period of one year has expired since the date of said sale and no redemption of or for said premises has been made

NOW THEREFORE, THIS INDENTURE WITNESSETH: That the said party of the first part, the said W. F. Winkler, Sheriff as aforesaid, in order to carry into effect the sale so made by W. F. Winkler Sheriff, as aforesaid, in pursuance of said writ and in conformity to the Statutes in such case made and provided, and also in consideration of the premises, and of the said sum of \$7,827.72 so bidden and paid by the said purchaser

133

to W. F. Winkler Sheriff as aforesaid, the receipt whereof is hereby acknowledged, hath Granted, Bargained, Sold and Conveyed, and by these presents doth Grant, Bargain, Sell and Convey unto the party of the second part and to its successors and assigns forever, all and singular the above described lands and premises.

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

TO HAVE AND TO HOLD All and singular the above mentioned and described premises hereby conveyed, or intended so to be, together with the appurtenances, unto the said party of the second part, its successors and assigns forever.

IN WITNESS WHEREOF, I, W F Winkler, the party of the first part to these presents, Sheriff as aforesaid, have hereunto set my hand the day and year first above written.

W. F. Winkler  
Sheriff of Adams County,  
State of Idaho.

STATE OF IDAHO,        )  
County of Adams        ) ss.

On this, the 28 day of March, 1931, before me, Matilda Moser, Clerk of the District Court personally appeared W. F. Winkler, Sheriff of the County of Adams, State of Idaho, known to me to be the same person whose name is subscribed to the foregoing instrument and acknowledged to me that he as such Sheriff aforesaid executed the same.

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

(OFFICIAL SEAL)

Matilda Moser  
Clerk District Court.

Recorded at the request of Adams County Abstract Co. at 35 minutes past 2 o'clock P. M., this 7 day of April A. D. 1931.

Fees \$2.00

Matilda Moser       Recorder  
By Jean C. Lewis     Deputy

708-1111

R. E. No. 542-Benson

WARRANTY DEED

THIS INDENTURE, Made this 31st day of March, A. D. 1931, between the HOLLAND BANK, a corporation formed under the General Laws of the Kingdom of The Netherlands, and lawfully doing business in the United States of America, with offices at Spokane, Washington, party of the first part, and HOLLAND LAND COMPANY, a corporation, party of the second part.

WITNESSETH, That the said party of the first part for and in the consideration of the sum of Five Thousand Seven Hundred Twenty-eight & 22/100 DOLLARS (\$5,728.22) to it in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, convey and confirm unto the said party of the second part its successor and assigns forever, that certain real property situated and being in the County of Adams State of Idaho, known and described as follows, to-wit:

Southeast Quarter of the Southwest Quarter; West Half of the Southeast Quarter; West Half of the Northeast Quarter; West Half of the Northeast Quarter of the Northeast Quarter, all in Section Nine (9), all in Township Fourteen (14), North, Range One (1), West of the Boise Meridian, containing in all 220 acres, more or less.

TO HAVE AND TO HOLD the said premises, together with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining unto the said party its successor and assigns forever.

AND the said party of the first part, for itself, its successors and assigns, does by these presents covenant to and with the party of the second part, its successor and assigns, that it is well seized in fee of the lands and premises aforesaid and has good right to sell and convey the same, and that the same are free from all encumbrances except all taxes or impositions that may be legally levied, imposed or become due upon said land and premises subsequent to the year of 1930 and the above bargained and granted lands and premises in the quiet and peaceable possession of the said party of the second part, its successor and assigns, against all persons lawfully claiming or to claim, the whole or any part thereof, and said party of the first part will warrant and forever defend.

IN WITNESS WHEREOF, said HOLLAND BANK has caused this instrument to be executed under its corporate seal by Henri Crommelin and Charles A. O'Connor, its Attorneys-in-Fact on this 31st day of March, 1931.

HOLLAND BANK,

(CORPORATE SEAL)

By Charles A. O'Connor  
and Henri Crommelin  
Its Attorneys-in-Fact.

STATE OF WASHINGTON, )  
County of Spokane. ) ss.

On this 31st of March, A. D. 1931, before me personally appeared Henri Crommelin and Charles A. O'Connor, to me known to be the attorneys-in-fact of the corporation that executed the within and foregoing instrument and acknowledged the said instrument to be free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

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

(NOTARIAL SEAL)

Phillips Post  
Notary Public in and for the State of  
Washington, residing at Spokane, Wash.

Recorded at request of Adams County Abstract Co. at 2:37 o'clock P. M., this  
7 day of April A. D. 1931

Fees \$1.20

Matilda Moser

Recorder

By Jean C. Lewis

Deputy

18514-801

THIS INDENTURE, Made this, the 28 day of March, 1931, between W. F. Winkler, the Sheriff of Adams County, State of Idaho, party of the first part, and HOLLAND BANK, a corporation, the party of the second part, WITNESSETH;

WHEREAS, A Judgment and Decree of Foreclosure and Sale was rendered and entered in the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Adams, on the 22nd day of October, 1929, in an action then pending in said Court in favor of HOLLAND BANK, a corporation, as plaintiff, and against Walter E. Benson, Harriet Benson; Irving Gibbs, Jess Gibbs, Agnes Gibbs, The Peoples Bank, a corporation, Caroline Bailey, E. W. Porter, Commissioner of Finance of the State of Idaho, Defendants

And an Order of Sale issued out of and under the seal of the said District Court reciting the material parts of said Judgment and Decree, duly attested on the 10th day of February 1930, and to the Sheriff of Adams County, State of Idaho, directed and to W. F. Winkler as such Sheriff delivered on the 10th day of February, 1930, for execution, commanding and requiring him as such Sheriff to proceed to notice for sale and sell the premises in said writ mentioned and described in said Decree as follows, to-wit:

Southeast Quarter of the Southwest Quarter; West Half of the Southeast Quarter; West Half of the Northeast Quarter; West Half of the Northeast Quarter of the Northeast Quarter, all in Section Nine (9), all in Township Fourteen (14), North Range One (1), West of the Boise Meridian, containing in all 220 acres, more or less.

in the manner prescribed by law and to apply the proceeds of such sale to the satisfaction of said Judgment with interest thereon and costs, together with Sheriff's fees, and to execute the usual certificate and deed to the purchaser or purchasers;

and WHEREAS, In compliance with said writ, that on the 22nd day of March 1930, between the hours of 9 o'clock in the morning and 5 o'clock in the afternoon, to-wit: at the hour of Eleven o'clock in the forenoon of that day in front of the front door of the County Court House in Adams County, State of Idaho, and after due and legal notice having been given in the said behalf as by the Statutes of Idaho in such case made and provided, W. F. Winkler, Sheriff, duly sold at public auction all and singular the premises above described and in said writ mentioned and described, and by said Decree directed to be sold to HOLLAND BANK, a corporation, who was the highest bidder therefor, in the sum of Seven Thousand Eight Hundred Twenty-seven and 72/100 (\$7,827.72) Dollars

And whereupon the said purchaser paid to said Sheriff the said sum of \$7,827.72 so bidden by HOLLAND BANK, a corporation, and thereupon W. F. Winkler as such Sheriff made and issued such Certificate of sale as by law directed in duplicate and delivered one to the said purchaser and filed the other in the office of the Recorder for said Adams County for record; and

WHEREAS, The period of one year has expired since the date of said sale and no redemption of or for said premises has been made

NOW THEREFORE, THIS INDENTURE WITNESSETH: That the said party of the first part, the said W. F. Winkler, Sheriff as aforesaid, in order to carry into effect the sale so made by W. F. Winkler Sheriff, as aforesaid, in pursuance of said writ and in conformity to the Statutes in such case made and provided, and also in consideration of the premises, and of the said sum of \$7,827.72 so bidden and paid by the said purchaser

to W. F. Winkler Sheriff as aforesaid, the receipt whereof is hereby acknowledged, hath Granted, Bargained, Sold and Conveyed, and by these presents doth Grant, Bargain, Sell and Convey unto the party of the second part and to its successors and assigns forever, all and singular the above described lands and premises.

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

TO HAVE AND TO HOLD All and singular the above mentioned and described premises hereby conveyed, or intended so to be, together with the appurtenances, unto the said party of the second part, its successors and assigns forever.

IN WITNESS WHEREOF, I, W F Winkler, the party of the first part to these presents, Sheriff as aforesaid, have hereunto set my hand the day and year first above written.

W. F. Winkler  
Sheriff of Adams County,  
State of Idaho.

STATE OF IDAHO,        )  
                              ) ss.  
County of Adams        )

On this, the 28 day of March, 1931, before me, Matilda Moser, Clerk of the District Court personally appeared W. F. Winkler, Sheriff of the County of Adams, State of Idaho, known to me to be the same person whose name is subscribed to the foregoing instrument and acknowledged to me that he as such Sheriff aforesaid executed the same.

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

(OFFICIAL SEAL)

Matilda Moser  
Clerk District Court.

Recorded at the request of Adams County Abstract Co. at 35 minutes past 2 o'clock P. M., this 7 day of April A. D. 1931.

Fees \$2.00

Matilda Moser                      Recorder  
By Jean C. Lewis                  Deputy

728-1111

67-4273  
67-4276

INSTRUMENT NO. 28325

THIS INDENTURE, Made this 4th day of May in the year of our Lord one thousand nine hundred and Forty-two, between FRED S. BAILEY and GRACE BAILEY, his wife, of Cambridge, County of Washington, State of Idaho the parties of the first part, and E. J. SWEDMAN, a bachelor, of Nyssa, County of Malheur, State of Oregon the party of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of One Dollar and other good and valuable consideration 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, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said party of the second part, and to his heirs and assigns forever, all of the following described real estate, situated in the County of Adams, State of Idaho, to wit:

The Southwest Quarter (SW $\frac{1}{4}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ), the Southeast Quarter (SE $\frac{1}{4}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ), the Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$  of SW $\frac{1}{4}$ ) and the Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$  of SW $\frac{1}{4}$ ) all in Section Nine (9), Township 14 North, Range 1, West of the Boise Meridian; and

The Southwest Quarter (SW $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section Four (4), Township 14 North, Range 1, West of the Boise Meridian; and,

The Southeast Quarter (SE $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section 5, Township 14 North, Range 1, West of the Boise Meridian,

Together with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, including all water and ditch rights, and rights of way for water and ditches.

Possession to be given February 15th, 1943.

TOGETHER, With all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all estate, right, title and interest in and to the said property, as well in law as in equity, of the said parties of the first part.

TO HAVE AND TO HOLD All and singular the above mentioned and described premises, together with the appurtenances, unto the 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 and 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 presence of

Fred S Bailey  
Grace Bailey

(Seal)  
(Seal)

STATE OF IDAHO, )  
County of Canyon ) ss.

Ben Dunlap, a Notary Public in and for said State, personally appeared Fred S. Bailey and Grace Bailey, 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.

(NOTARIAL SEAL)

I. R. #2.20 attached and canceled. S Ben Dunlap Notary Public for the State of Idaho. Residing at Caldwell, Idaho. My Commission expires 12-1-44.

Recorded at request of Adams Co. Abstract Co., at 2:40 o'clock P.M., March 13, 1944.

## INSTRUMENT NO. 40012

THIS INDENTURE, Made this 24th day of March in the year of our Lord one thousand nine hundred and fifty, between E. J. SWEDMAN, a bachelor of Indian Valley, County of Adams, State of Idaho, the party of the first part, and Lloyd Slatter of Indian Valley, County of Adams, State of Idaho, the party of the second part.

WITNESSETH, That the said party of the first part, for and in consideration of the sum of Eight thousand and 00/100 DOLLARS, lawful money of the United States of America, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold, and by these presents does grant, bargain, sell, convey and confirm unto the said party of the second part, and to his heirs and assigns forever, all of the following described real estate, situated in \_\_\_\_\_, County of Adams, State of Idaho, to-wit:

The South Half of the Northwest Quarter; North Half of the Southwest Quarter of Section Nine (9):

Southeast Quarter of the Southeast Quarter of Section Five (5):

Southwest Quarter of the Southeast Quarter of Section Four (4):

All in Township Fourteen (14) North of Range One (1) West of Boise Meridian.

Together with all water rights, ditches, used or connected therewith.

INTERNAL REVENUE STAMPS ATTACHED AND CANCELLED \$8.80

TOGETHER, With all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents issues and profits thereof; and all estate, right, title and interest in and to the said property, as well in law as in equity, of the said party of the first part.

TO HAVE AND TO HOLD, All and singular the above mentioned and described premises, together with the appurtenances, unto the party of the second part, and to his heirs and assigns forever and the said party of the first part, and his 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 party of the first part, and his heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same shall and will WARRANT and by these presents forever DEFEND.

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 \_\_\_\_\_ E. J. Swedman (Seal)

Presence of \_\_\_\_\_

STATE OF IDAHO, )  
                          ) SS.  
County of Washington)

On this 24th day of March in the year 1950, before me the undersigned, a Notary Public in and for said State, personally appeared E. J. Swedman, a bachelor known to me to be the person whose name is 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.

(NOTARIAL SEAL)

Arthur Wilson  
Notary Public for the State of Idaho,  
Residing at Cambridge, Idaho.

Recorded at the request of H. T. Blessinger on the 5th day of January, 1960 at

1 o'clock P.M.

Fee \$1.75

Anna P. Schwartz, Recorder  
By Marie McFadden, Deputy

## INSTRUMENT NO. 140013

THIS INDENTURE, Made this 11th day of May in the year of our Lord one thousand nine hundred and fifty-one, between Lloyd Slatter and Violet I. Slatter, husband and wife of Cambridge, County of Washington, State of Idaho, the parties of the first part, and Oliver E. Denison and Oleta M. Denison, husband and wife of Cambridge, County of Adams, State of Idaho, the parties of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Ten Dollars and other consideration DOLLARS, lawful money of the United States of America, to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said parties of the second part, and to their heirs and assigns forever, all of the following described real estate, situated in \_\_\_\_\_, County of Adams, State of Idaho, to-wit:

The South Half of the Northwest Quarter and the North Half of the Southwest Quarter of Section Nine (9); the Southwest Quarter of the Southeast Quarter of Section Four (4), and the Southeast Quarter of the Southeast Quarter of Section Five (5); all in Township Fourteen (14) North of Range One (1) West of the Boise Meridian, containing 240 acres, more or less.

Together with all water and water rights used and connected therewith.

INTERNAL REVENUE STAMPS ATTACHED AND CANCELLED \$4.40

TOGETHER, With all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents issues and profits thereof; and all estate, right, title and interest in and to the said property, as well in law as in equity, of the said parties of the first part.

TO HAVE AND TO HOLD, All and singular the above mentioned and described premises, together with appurtenances, unto the parties of the second part, and to their 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 parties of the second part, their heirs and assigns, against the said parties of the first part, and their heirs, and against all and every person and 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

Lloyd Slatter (Seal)

in Presence of \_\_\_\_\_

Violet I. Slatter (Seal)

STATE OF IDAHO )  
                          ) SS.  
County of Washington)

On this 11th day of May in the year 1951, before me the undersigned, a Notary Public in and for said State, personally appeared Lloyd Slatter and Violet I. Slatter, 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.

(NOTARIAL SEAL)

Arthur Wilson  
Notary Public for the State of Idaho,  
Residing at Cambridge, Idaho.

Recorded at the request of H. T. Blessinger at 03 minutes past 1 o'clock P.M. on the 5th day of January, 1960.

Fee \$1.75

Anna F. Schwartz, Recorder  
By Marie McFadden, Deputy

INSTRUMENT NO. 40014

## QUITCLAIM DEED

THIS INDENTURE, Made this 29th day of April in the year of our Lord one thousand nine hundred and fifty-two between OLIVER E. DENISON AND OLETA M. DENISON, husband and wife of Cambridge, County of Adams State of Idaho, the parties of the first part, and H. T. BLESSINGER AND CLARA BLESSINGER, husband and wife, and J. P. Brown, a divorced man of Weiser, County of Washington State of Idaho, the parties of the second part.

WITNESSETH That the said parties of the first part, for and in consideration of the sum of Six Thousand and 00/100 DOLLARS, lawful money of the United States of America, to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, do by these presents remise, release and forever QUITCLAIM, unto the said parties of the second part, and to their heirs and assigns, all \_\_\_\_\_ certain lot, piece or parcel of land, situate, lying and being in \_\_\_\_\_, County of Adams, State of Idaho, bounded and particularly described as follows, to-wit:

The south half of the northwest quarter, the north half of the southwest quarter, of Section Nine (9); the southeast quarter of the southeast quarter of Section Five (5); the southwest quarter of the southeast quarter of Section Four (4), Township Fourteen (14) North, Range One (1) West of the Boise Meridian, subject to rights-of-way of any Highways now existing.

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

INTERNAL REVENUE STAMPS ATTACHED AND CANCELLED \$6.60

TOGETHER With all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, 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 the parties of the second part, and to their heirs and assigns forever.

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

Oliver E. Denison (Seal)

in Presence of \_\_\_\_\_

Oleta M. Denison (Seal)

STATE OF IDAHO )  
                          ) ss.  
County of Washington)

On this 29th day of April in the year 1952, before me the undersigned a Notary Public in and for said State, personally appeared OLIVER E. DENISON AND OLETA M. DENISON, 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.

(NOTARIAL SEAL)

Arthur Wilson  
Notary Public for the State of Idaho  
Residing at Cambridge, Idaho

Recorded at the request of H. T. Blessinger at 05 minutes past 1 o'clock P.M. on the 5th day of January, 1960.

Fee \$1.50

Anna F. Schwartz, Recorder  
By Marie McFadden, Deputy

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INSTRUMENT NO. 38171

SWE-YORK CO. BOISE 2200

THIS INDENTURE, Made this 13th day of August, A. D. 1957, BETWEEN HOLLAND LAND COMPANY the party of the first part, and THOMAS E. OGLE, party of the second part, WITNESSETH, That the said party of the first part, for and in consideration of the sum of SIX THOUSAND AND NO/100 DOLLARS, lawful money of the United States, to it 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 his heirs and assigns, the following described real property situate and being in the County of Adams State of Idaho, to-wit:

Southeast Quarter of the Southwest Quarter, West Half of the Southeast Quarter, West Half of the Northeast Quarter, West Half of the Northeast Quarter of the Northeast Quarter of Section Nine (9), Township Fourteen (14) North, Range One (1) W. B. M., EXCEPTING THEREFROM all highway right-of-ways now in use or in any wise affecting said premises.

INTERNAL REVENUE STAMPS ATTACHED AND CANCELLED \$6.60

TO HAVE AND TO HOLD, The said premises, with the appurtenances, unto said party of the second part, and to his heirs and assigns forever.

And the said party of the first part does by these presents covenant and agree to and with the said party of the second part, that it, the said party of the first part, its successors and assigns, all and singular, the premises hereinabove conveyed, described and granted, with the appurtenances, unto the said party of the second part, his heirs and assigns, and against all and every person or persons whomsoever lawfully claiming or to claim the same, or any part thereof, through or under said party of the first part, shall and will WARRANT and forever DEFEND.

IN WITNESS WHEREOF, The said party of the first part has caused these presents to be duly executed the day and year first above written.

(CORPORATE SEAL)

HOLLAND LAND COMPANY  
By R. R. Morrison  
Vice-President  
By C. P. Compau  
Secretary

STATE OF WASHINGTON,        )  
County of Spokane        ) ss.

THIS CERTIFIES That on this 13th day of August, A. D. 1957, before me, the undersigned, a Notary Public in and for said County and State, personally appeared R. R. Morrison and C. P. Compau to me known to be the Vice-President and Secretary respectively of the HOLLAND LAND COMPANY the corporation described in and that executed the within and foregoing instrument, and they acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument for and in the name of said corporation, and that the seal affixed thereto as such is the corporate seal of said corporation.

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

(NOTARIAL SEAL)

Lloyd R. Turner, Jr.  
Notary Public in and for the  
State of Washington, residing at  
Spokane, Washington.

Recorded at the request of Thomas Ogle at 35 minutes past 1 o'clock P. M. on the 27th day of August, 1957.

Anna Mink Schwartz, Recorder  
By Claire A. Perkins, Deputy

## INSTRUMENT NO. 40196

THIS INDENTURE, Made this 31st day of March, A.D. 1960 BETWEEN HOLLAND LAND COMPANY the party of the first part, and NORTHWESTERN AND PACIFIC HYPOTHEKBANK, party of the second part,

WITNESSETH, That the said party of the first part, for and in consideration of the sum of One Dollar and other valuable consideration (\$1.00) DOLLARS, lawful money of the United States, to it 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, the following described real property situate and being in the County of Adams State of Idaho to-wit:

North Half ( $N\frac{1}{2}$ ) of the Northeast Quarter ( $NE\frac{1}{4}$ ) of Section Eight (8); North Half ( $N\frac{1}{2}$ ) of the Northwest Quarter ( $NW\frac{1}{4}$ ) of Section Nine (9), Township Forteen (14) North Range One (1) W.B.M.

All that part of the Southwest Quarter ( $SW\frac{1}{4}$ ) of the Southeast Quarter ( $SE\frac{1}{4}$ ) of Section Six (6), and the Northeast Quarter ( $NE\frac{1}{4}$ ) of the Northwest Quarter ( $NW\frac{1}{4}$ ), and the North Half ( $N\frac{1}{2}$ ) of the Northeast Quarter ( $NE\frac{1}{4}$ ) of Section Seven (7) all in Township Thirteen (13) North, Range One (1), W.B.M., lying and being in Adams County, Idaho. Northeast Quarter ( $NE\frac{1}{4}$ ) of Section Thirteen (13), West Half ( $W\frac{1}{2}$ ) of the Southeast Quarter ( $SE\frac{1}{4}$ ) of Section Thirteen (13) and the South Half ( $S\frac{1}{2}$ ) of the Southeast Quarter ( $SE\frac{1}{4}$ ) of Section Twelve (12), Township Thirteen (13) North, Range One (1), W.B.M.

TO HAVE AND TO HOLD, The said premises, with the appurtenances, unto said party of the second part, and to its successors and assigns forever.

And the said party of the first part does by these presents covenant and agree to and with the said party of the second part, that it, the said party of the first part, its successors and assigns, all and singular, the premises hereinabove conveyed, described and granted, with the appurtenances, unto the said party of the second part, its successors and assigns, and against all and every person or persons whomsoever lawfully claiming or to claim the same, or any part thereof, through or under said party of the first part, shall and will WARRANT and forever DEFEND.

IN WITNESS WHEREOF, The said party of the first part has caused these presents to be first  
duly executed the day and year/above written.

SEAL

HOLLAND LAND COMPANY  
By E W van Tyen  
President

REVENUE STAMPS NOT REQUIRED

By C. P. Compu  
Secretary

STATE OF WASHINGTON, )  
                                  ) ss.  
County of Spokane     )

THIS CERTIFIES That on this 1st day of April, A.D. 1960, before me, the undersigned a Notary Public in and for said County and State, personally appeared E. W. van Tyen and C. P. Compu to me known to be the President and Secretary, respectively of the HOLLAND LAND COMPANY the corporation described in and that executed the within and foregoing instrument, and they acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument for and in the name of said corporation, and that the seal affixed thereto as such is the corporate seal of said corporation.

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

## INSTRUMENT NO. 41606

THIS INDENTURE, Made this 24th day of October, A.D. 1961 BETWEEN NORTHWESTERN AND PACIFIC HYPOTHEKBANK, a corporation. the party of the first part, and THOMAS E. OGLE party of the second part,

WITNESSETH, That the said party of the first part, for and in consideration of the sum of One Thousand Six Hundred and 00/100 (\$1,600.00) DOLLARS, lawful money of the United States, to it 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 his heirs and assigns, the following described real property situate and being in the County of Adams State of Idaho, to-wit: The North Half (N $\frac{1}{2}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Eight (8); North Half (N $\frac{1}{2}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section Nine (9), Township Fourteen (14) North, Range One (1) West of the Boise Meridian.

INTERNAL REVENUE STAMPS ATTACHED AND CANCELLED \$2.20

TO HAVE AND TO HOLD, The said premises, with the appurtenances, unto said party of the second part, and to his heirs and assigns forever.

And the said party of the first part does by these presents covenant and agree to and with the said party of the second part, that it, the said party of the first part, its successors and assigns, all and singular, the premises hereinabove conveyed, described and granted, with the appurtenances, unto the said party of the second part, his heirs and assigns, and against all and every person or persons whomsoever lawfully claiming or to claim the same, or any part thereof, through or under said party of the first part, shall and will WARRANT and forever DEFEND.

IN WITNESS WHEREOF, The said party of the first part has caused these presents to be duly executed the day and year first above written.

(CORPORATE SEAL)

NORTHWESTERN & PACIFIC HYPOTHEKBANK  
C. P. Compau

R. R. Morrison  
Agents and Attorneys in Fact

STATE OF WASHINGTON )  
County of Spokane ) ss.

THIS CERTIFIES That on this 24th day of October, A.D. 1961, before me, the undersigned, a Notary Public in and for said County and State, personally appeared C. P. Compau and R. R. Morrison to me known to be the Agents & Attorneys in Fact of NORTHWESTERN & PACIFIC HYPOTHEKBANK the corporation described in and that executed the within and foregoing instrument, and they acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument for and in the name of said corporation, and that the seal affixed thereto as such is the corporate seal of said corporation.

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

(NOTARIAL SEAL)

Kay M. Thompson  
Notary Public in and for the State  
of Washington residing at Spokane,  
Washington.

Recorded at the request of Thomas Ogle at 30 minutes past 2 o'clock P.M. on the 2nd day of January, 1962.

Fee \$1.75

Anna F. Schwartz, Recorder  
By Marie McFadden, Deputy

meas

INSTRUMENT NO. 48095

## WARRANTY DEED

For Value Received Howard T. Blessinger & Clara M. Blessinger, Husband & Wife, the grantors, do hereby grant, bargain, sell and convey unto Alpine Grazing Association Incorporated the grantees, the following described real estate situated in Adams County, State of Idaho, to-wit:

Township 14 North, Range 1 West, Boise Meridian  
Section 4: SW $\frac{1}{4}$ SE $\frac{1}{4}$ .

Section 5: SE $\frac{1}{4}$ SE $\frac{1}{4}$ , SW $\frac{1}{4}$ SE $\frac{1}{4}$ , All that part of SE $\frac{1}{4}$ SW $\frac{1}{4}$  lying southeasterly of the existing boundary fence running diagonally in a Southwesterly direction from the Northeast corner of the SE $\frac{1}{4}$ SW $\frac{1}{4}$  of said Section 5, towards the Southwest corner of the NW $\frac{1}{4}$  of Section 8, said Township and Range.

Section 8: S $\frac{1}{4}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$ , All that part of NW $\frac{1}{4}$ NW $\frac{1}{4}$  and the NE $\frac{1}{4}$ NW $\frac{1}{4}$  lying Southeasterly of the boundary fence hereinabove described.

Section 9: S $\frac{1}{4}$ NW $\frac{1}{4}$ , N $\frac{1}{4}$ SW $\frac{1}{4}$ .

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that they are the owners in fee simple of said premises; that said premises are free from all incumbrances and that they will warrant and defend the same from all lawful claims whatsoever.

Dated this 9th day of October, 1969.

Howard T. Blessinger  
Clara M. Blessinger

STATE OF IDAHO, COUNTY OF \_\_\_\_\_

On this 9 day of Oct., 1969, before me, a notary public in and for said State, personally appeared Howard T. Blessinger & Clara M. Blessinger known to me to be the persons whose names subscribed to the within instrument, and acknowledged to me that \_\_\_\_\_ executed the same.

(NOTARIAL SEAL)  
Vena M. Anderson  
Notary Public  
Residing at Weiser, Idaho, Idaho  
Comm. Expires 8-15-73

Recorded at the request of The Adams County Abstract Company at 36 minutes past 1 o'clock P.M., the 29th day of October, 1969.

Fee: \$1.00

Marie McFadden, Recorder  
By Lorraine Hellyer, Deputy

1974  
67-4273  
67-9276

Thomas  
Ogle

WARRANTY DEED

ALPINE GRAZING ASSOCIATION, INC., an Idaho corporation, of Adams County, Idaho, hereinafter called the Grantor, for and in consideration of the sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) GRANTS, CONVEYS and WARRANTS to DELBERT T. OGLE and MARIAN C. OGLE, husband and wife, of Washington County, Idaho, hereinafter called the Grantees, as a community property estate, the following described premises situated in Adams County, Idaho, to wit:

TOWNSHIP 14 NORTH, RANGE 1 WEST, BOISE MERIDIAN.

Section 4: Lots 3 and 4, SE $\frac{1}{4}$ NW $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$ , S $\frac{1}{2}$ SE $\frac{1}{4}$ .

TOWNSHIP 15 NORTH, RANGE 1 WEST, BOISE MERIDIAN.

Section 33: A triangular shaped tract of land, situated in the southwest corner of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ , and being all that part of said SE $\frac{1}{4}$ SW $\frac{1}{4}$  as enclosed by fences (1969) lying southerly of the southerly lines of the right-of-way of the existing Alpine-Indian Valley County Road as established (1969) over said SE $\frac{1}{4}$ SW $\frac{1}{4}$ , more particularly bounded and described as follows: Commencing at the southwest corner of said SE $\frac{1}{4}$ SW $\frac{1}{4}$  and as such corner is designated by the existing fences (1969) and running thence Northerly on and along the westerly line of said SE $\frac{1}{4}$ SW $\frac{1}{4}$  as designated by said existing fences to its intersection with the southerly line of the right of way of said County Road; thence Southeasterly on and along the southerly line of such right of way to its intersection with the east line of said SE $\frac{1}{4}$ SW $\frac{1}{4}$ ; thence South approximately 198 feet to the southeast corner of said SE $\frac{1}{4}$ SW $\frac{1}{4}$ ; thence West, on and along the south line of said SE $\frac{1}{4}$ SW $\frac{1}{4}$  to the point of beginning; excepting all existing easements and rights of way for ditches, roads or lines of public utilities as now established.

TOWNSHIP 15 NORTH, RANGE 1 EAST, BOISE MERIDIAN.

Section 20: NW $\frac{1}{4}$ , E $\frac{1}{2}$ SW $\frac{1}{4}$ , SW $\frac{1}{4}$ NE $\frac{1}{4}$ , E $\frac{1}{2}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ .

Section 28: NW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ , S $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ , S $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ , S $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ , NE $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ , N $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ , NW $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ , N $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ , N $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ .

Section 29: SE $\frac{1}{4}$ NE $\frac{1}{4}$ , NE $\frac{1}{4}$ SE $\frac{1}{4}$ , S $\frac{1}{2}$ NW $\frac{1}{4}$ , N $\frac{1}{2}$ SW $\frac{1}{4}$ , N $\frac{1}{2}$ NE $\frac{1}{4}$ , NE $\frac{1}{4}$ NW $\frac{1}{4}$ .

Section 30: S $\frac{1}{2}$ NE $\frac{1}{4}$ , N $\frac{1}{2}$ SE $\frac{1}{4}$ .

Together with all water, water rights, ditches and ditch rights used thereon or appurtenant thereto, including but not limited to water rights under the Little Weiser Irrigation District and Flood Control District No. 3 of the State of Idaho.

Subject to exceptions and reservations contained in patents from the United States.

Subject to existing easements for roads, highways, ditches, canals, laterals

67-4273

67-4276

CORRECTED

## WARRANTY DEED

1981

For Value Received THOMAS E. OGLE and IRENE OGLE, husband and wife,

the grantor s, do hereby grant, bargain, sell and convey unto DELBERT OGLE and MARION OGLE, husband and wife, Star Route, Cambridge, Idaho 83610,

the grantee s, the following described premises, to-wit: In Adams County; Township 14 North, Range 1 West

Section 4: SW $\frac{1}{4}$  SE $\frac{1}{4}$

Section 5: S $\frac{1}{2}$  E $\frac{1}{2}$ , and all that part of the SE $\frac{1}{4}$  SW $\frac{1}{4}$  lying southeasterly of the existing boundary line running diagonally in a southwesterly direction from the Northeast corner of the SE $\frac{1}{4}$  SW $\frac{1}{4}$  of Section 5 toward the Southwest corner of the NW $\frac{1}{4}$  of Section 8.

Section 8: N $\frac{1}{2}$ NE, S $\frac{1}{2}$  NE $\frac{1}{4}$ , that portion of the N $\frac{1}{2}$  NW $\frac{1}{4}$ , lying southeasterly of the boundary line above described, SE $\frac{1}{4}$  NW $\frac{1}{4}$ .

Section 9: W $\frac{1}{2}$  NE $\frac{1}{4}$ , W $\frac{1}{2}$  NE $\frac{1}{4}$  NE $\frac{1}{4}$ , N $\frac{1}{2}$  NW $\frac{1}{4}$ , SE $\frac{1}{4}$  SW $\frac{1}{4}$ , W $\frac{1}{2}$ , SE $\frac{1}{4}$ , S $\frac{1}{2}$  NW $\frac{1}{4}$ , N $\frac{1}{2}$  SW $\frac{1}{4}$ .

Also an undivided one-half ( $\frac{1}{2}$ ) interest in the following described property in Washington County:

Township 15 North, Range 3 West, Boise Meridian;

Section 12: SW $\frac{1}{4}$

Section 13: N $\frac{1}{2}$  NW $\frac{1}{4}$

Section 14: N $\frac{1}{2}$  NE $\frac{1}{4}$

Section 1: SE $\frac{1}{4}$  SE $\frac{1}{4}$

Township 15 North, Range 2 West

Section Six: Lot 7.

Section Seven: Lots 1 and 2.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee s, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantee s, that they are the owners in fee simple of said premises; that said premises are free from all incumbrances subject to current taxes, assessments, and easements.

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

Dated: October 23, 1981.

*Thomas E. Ogle*  
*Irene E. Ogle*

STATE OF IDAHO, COUNTY OF

On this 23rd day of October, 19 81,  
before me, a notary public in and for said State, personally  
known to me, and known to be the said

STATE OF IDAHO, COUNTY OF ADAMS

I hereby certify that this instrument was filed for record at  
the request of Delbert Ogle

INSTR

67-4273  
67-4276

Customer/Note No: 38896 - 441

After Recording Return to: Farm Credit Services - Ontario  
378 West Idaho Avenue  
PO Box 279  
Ontario, OR 97914

## Mortgage

On November 22, 1996, Ethel J. Pearson, same person as Ethel Pearson, a single person, Robin L. Thorsen, same person as Robin Thorsen, a single person, hereinafter called Mortgagors, whose address is:

PO Box 205  
Cambridge, ID 83610

grant, convey, warrant, transfer and assign to Northwest Farm Credit Services, ACA, a corporation organized under the Farm Credit Act of 1971, as amended, hereinafter called Mortgagee, whose address is West 601 First Avenue, P.O. Box TAF-C5, Spokane, Washington 99220-4005, a mortgage and security interest in property in Adams, Washington County(ies), State of Idaho, more particularly described as follows:

### TRACT 1

Township 14 North, Range 1 West, Boise Meridian, Adams County, Idaho

Section 4: S1/2SW1/4 and all that part of the NE1/4SW1/4 and SW1/4SE1/4

lying South and West of the thread of the Little Weiser River, the thread being more particularly described as follows:

Beginning at a point on the East line of the NE1/4SW1/4 of said Section 4, from which the SW 1/16 corner bears South 00°10'01" East 637.9 feet;

Thence South 61°04' East 211.9 feet;

Thence North 74°26' East 216.4 feet;

Thence South 80°05' East 187.4 feet;

Thence South 72°29' East 150.6 feet;

Thence South 85°15' East 96.5 feet;

Thence South 06°20' West 74.2 feet;

Thence South 39°47' West 137.6 feet;

Thence South 09°36' East 79.0 feet;

Thence South 67°47' East 119.6 feet;

Thence South 87°22' East 85.0 feet;

Thence North 66°08' East 66.5 feet;

Thence South 74°49' East 347.0 feet;

Thence South 74°49' East 116.0 feet;

Thence South 80°45' East 143.7 feet;

Thence South 31°00' East 88.9 feet;

Thence South 09°00' East 138.9 feet;

Thence South 33°02' West 314.1 feet;

Thence South 50°50' East 106.2 feet;

Thence North 67°29' East 45.5 feet;

Thence North 33°30' East 51.6 feet;

Thence South 48°04' East 89.8 feet;

Thence South 06°03' East 92.2 feet;

Thence North 82°16' West 45.3 feet;

Thence South 19°35' West 40.0 feet;

Thence South 37°53' East 65.3 feet;

Thence South 63°03' East 284.4 feet;

Thence South 23°32' East 66.6 feet;

Thence South 16°10' West 111.7 feet;

Thence South 34°46' West 164.8 feet;

Thence South 60°39' West 76.6 feet;

Thence South 19°18' West 85.7 feet;

Thence South 09°58' East 132.9 feet; to a point on the South line of said Section 4, and the POINT OF ENDING from which the 1/4 corner common to Sections 4 and 9 bears South 89°42'48" West 441.9 feet, more or less.

Section 5: S1/2SE1/4 and all that part of the SE1/4SW1/4 lying Southeasterly of the existing boundary line running diagonally in a Southwesterly direction from the NE corner of the SE1/4SW1/4 of Section 5 toward the SW corner of the NW1/4 of Section 8.

Mortgage (38896-441)

1723 1 of 6

Section 8: N1/2NE1/4, and all that part of the NW1/4NW1/4 and the NE1/4NW1/4 lying Southeasterly of the boundary fence above described.

Section 9: W1/2 excepting the SW1/4SW1/4; W1/2E1/2, Excepting all that part of the W1/2E1/2 lying east of the thread of the Little Weiser River, the thread being more particularly described as follows:

Beginning at a point on the line common to said Sections 9 and 4, from which the common 1/4 corner of said Sections bears South 89°42'48" West 441.9 feet, more or less;

Thence South 31°11' East 459.5 feet;

Thence South 06°34' West 132.2 feet;

Thence South 43°00' West 99.3 feet;

Thence South 06°49' West 90.2 feet;

Thence South 40°14' East 40.1 feet;

Thence North 87°03' East 137.8 feet;

Thence South 73°16' East 48.4 feet;

Thence South 47°44' East 156.4 feet;

Thence South 70°18' East 122.2 feet;

Thence North 70°47' East 59.4 feet;

Thence North 33°57' East 62.0 feet;

Thence South 58°27' East 71.9 feet;

Thence South 31°33' East 66.4 feet;

Thence South 02°17' West 301.5 feet;

Thence South 14°31' East 127.2 feet;

Thence South 17°09' West 133.7 feet;

Thence South 21°57' East 53.7 feet;

Thence South 86°36' East 107.1 feet to a point on the East line of the

W1/2E1/2 of said Section 9 (East line of the SW1/4NE1/4 and the POINT OF ENDING from which the Center-East 1/16 corner bears South 00°04'54" West 1138.2 feet, more or less.

EXCEPTING any road rights-of-way as now established.

EXCEPTING the Weiser River.

#### TRACT 2

Township 14 North, Range 1 West, Boise Meridian, Adams County, Idaho

Section 8: SE1/4SE1/4, E1/2SW1/4SE1/4

Section 9: SW1/4SW1/4

EXCEPTING any road rights-of-way as now established.

TOWNSHIP 14 NORTH, RANGE 3 WEST OF THE BOISE MERIDIAN, WASHINGTON COUNTY, IDAHO:

Section 2: E1/2NW1/4SW1/4NW1/4, NE1/4SW1/4NW1/4, S1/2SW1/4NW1/4, SE1/4NW1/4, all that part of the S1/2NE1/4 and the N1/2SE1/4 lying northwesterly of Pacific and Idaho Northern Railway;

The Northeast Quarter of the Southwest Quarter of Section 2, Township 14 North, Range 3 West of the Boise Meridian, Washington County, Idaho, lying northerly of the right of way of the Pacific and Idaho Northern Railway;

EXCEPT:

Beginning at the Southwest corner of said NE1/4SW1/4;

thence East 117 feet, more or less, to the northerly line of said railway right of way;

thence northeasterly along said right of way 156 feet;

thence southwesterly 220 feet, more or less, to the west line of said NE1/4SW1/4;

thence South 98 feet to the place of beginning.

EXCEPT ALSO:

Beginning at a point on the west line of said NE1/4SW1/4 where it joins the northerly side of the Cove Road right of way;

thence 300 feet northeasterly along said right of way;

thence North 300 feet;

thence southwesterly 300 feet, more or less, to said west line;

thence South 300 feet to the place of beginning;

EXCEPT ALSO:

Beginning at a point on the West line of said NE1/4SW1/4 where it joins the northerly side of the Cove Road right of way;

thence 300 feet northeasterly along the northerly side of said right of way to a point, the real point of beginning;

thence North 300 feet to a point;

thence northeasterly parallel to a line projected along the aforesaid portion of the Cove Road right of way, 85 feet to a point;

thence South 290 feet, more or less, to the northerly side of the Cove Road right of way;

thence southwesterly along the Cove Road right of way to the real point of beginning;

and including all rents, issues, profits, buildings and improvements thereon and in all tenements, hereditaments, rights, privileges, easements, rights of way and appurtenances, (including without limitation private roads, grazing privileges, water rights, ditches and conduits and rights of way therefor, all plumbing, lighting, heating, cooling, ventilating, elevating, and irrigating apparatus and other equipment and fixtures, now or hereafter belonging to or used in connection therewith), all of which is hereinafter called the "Property."

The following described Note(s), Membership Agreements, security documents and any other documents or instruments signed in connection with the Note(s) and security documents and any amendments thereto are collectively called the "Loan Documents." "Advances" shall include any amounts provided to Mortgagor under the terms of the Loan Documents and any amounts expended by Mortgagee to protect the Property or enforce its rights under the Loan Documents. This conveyance is intended to secure performance of the covenants and agreements contained herein, and in any Loan Documents, and payment of the indebtedness under the terms of the Note(s) made by Mortgagors to the order of Mortgagee, with interest and charges as provided therein and in the Loan Documents, and any extensions, modifications or renewals thereof:

| DATE<br>OF NOTE   | PRINCIPAL<br>AMOUNT | FINAL<br>INSTALLMENT DATE |
|-------------------|---------------------|---------------------------|
| November 22, 1996 | \$400,000.00        | November 1, 2016          |

The terms of the Note(s) and Loan Documents, described above, provide that the interest rate, payment terms or amounts due may be indexed, adjusted, renewed or renegotiated.

Mortgagors and each of them REPRESENT, WARRANT, COVENANT and AGREE:

1. That they have title to the Property free from encumbrances, except as described above, they have good right and lawful authority to convey and encumber the same; they will warrant and defend the same forever against the lawful claims and demands of all persons whomsoever; and they agree this covenant shall not be extinguished by foreclosure or other transfers.
2. To keep all buildings and other improvements, now or hereafter existing, in good repair, not to remove or demolish or permit the removal or demolition of any building or other improvement; to restore promptly in a good and workmanlike manner, any building or improvement, which may be damaged or destroyed; to maintain and cultivate the Property in a good and husbandlike manner, using approved methods for preserving the fertility and productivity thereof; not to change or permit change in the use of the Property; and not to do anything which would reduce the value of the Property.
3. To maintain casualty insurance, naming Mortgagee as loss payee, on all buildings and improvements, against loss or damage by fire or other risks; to maintain liability insurance; to obtain flood insurance at any time it is determined that any building or improvement is located in whole or in part within a special flood hazard area; to pay all premiums and charges on all such insurance when due; and to provide Mortgagee satisfactory evidence of such insurance upon request. All such insurance shall be in such form(s), with such company(ies) and in such amount(s) as shall be satisfactory to Mortgagee.
4. Not to apply or enter into any federal, state, or local program which limits or restricts the use of the Property, in any way, without prior written consent of Mortgagee.
5. To pay all debts and money, secured hereby, when due: to pay, when due, all taxes, assessments, rents and other charges upon the Property and to suffer no other encumbrance, charge or lien on the Property, which would be superior to this mortgage, except as stated above.

TRUSTEE DEED

FOR VALUE RECEIVED in the amount of one hundred sixty five thousand dollars (\$165,000.00), RONALD D. SCHOEN, as duly appointed, qualified and acting Standing Chapter 12 Trustee in Bankruptcy Case No. 95-00557, in the United States Bankruptcy Court for the District of Idaho, wherein Delbert and Marion Ogle appear as Debtors, Grantor therein, does hereby grant, bargain, sell and convey unto ETHEL J. PEARSON, a single person, and ROBIN L. THORSEN, a single person, the Grantees, all right, title and interest to the said Estate, in and to the following described real property, located in the County of Adams, State of Idaho:

PARCEL 1

Township 14 North, Range 1 West, Boise Meridian, Adams County, Idaho.

Section 8: SW1/4SW1/4, E1/2SW1/4, W1/2SW1/4SE1/4, NE1/4SE1/4

EXCEPTING THEREFROM the County Road right-of-way as set forth in deed recorded October 1, 1911 in Book 2 Deeds page 129.

PARCEL 2

Township 14 North, Range 1 West, Boise Meridian, Adams County, Idaho.

Section 8: S1/2NE1/4, SE1/4NW1/4

THE SALE OF PARCEL 1 and 2 TO THE GRANTEES IS SUBJECT TO:

- 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.

TRUSTEE DEED

-1

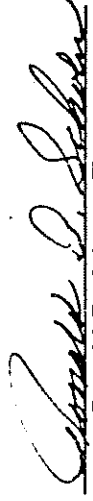
THE SALE OF PARCELS 1 and 2 TO THE GRANTEES IS SUBJECT TO (cont'd):

- 4) Discrepancies, conflicts in boundary lines, shortage in area, encroachments or by 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 of 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) 1997 property taxes less the amount prorated to the seller at the time of closing by Timberline Title & Escrow.
- 8) Oil and gas lease upon the terms, conditions and covenants contained therein:  
  
Recorded: October 13, 1981 as Instr. No. 63032.  
Lessor: Ted Moritz and Estella Moritz, husband and wife.  
Lessee: Inca Oil and Gas, Inc.
- 9) TERMS AND CONDITIONS OF EASEMENTS of Trustee's Deed recorded November 27, 1996 as Instr. No. 91152; re-recorded January 2, 1997 as Instr. No. 91334.
- 10) With the approval of the U. S. Department of Interior, Bureau of Land Management, the Grantees may assume and transfer to themselves the current lease between the Debtors and this agency consisting of the following:

NW1/4SE1/4  
Seven (7) AUM's.  
April 15 - May 14 of each year.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the Grantees, their heirs and assigns forever. And Grantor does hereby covenant to and with the Grantees that the property is free from all encumbrances except as set forth hereinabove.

DATED This 17th day of April, 1997.

  
Ronald D. Schoen, Trustee

67-4273

67-4276

INSTRUMENT NO. 31334

PAGE 1 OF 6

TRUSTEE DEED

(to correct erroneous legal description on deed issued Nov 27, 1996)

FOR VALUE RECEIVED in the amount of four hundred eighty six thousand four hundred eighty dollars (\$486,480.00), RONALD D. SCHOEN, as duly appointed, qualified and acting Standing Chapter 12 Trustee in Bankruptcy Case No. 95-00557, in the United States Bankruptcy Court for the District of Idaho, wherein Delbert and Marian Ogle appear as Debtors, Grantor therein, does hereby grant, bargain, sell and convey unto ETHEL J. PEARSON, a single person, and ROBIN L. THORSEN, a single person, the Grantees, all right, title and interest to the said Estate, in and to the following described real property, located in the County of Adams, State of Idaho:

TRACT I

Township 14 North, Range 1 West, Boise Meridian, Adams County, Idaho.

## Section 4:

The S1/2SW1/4, containing 80.56 acres, more or less, the NE1/4SW1/4 and the SW1/4SE1/4 lying southerly and westerly of the thread of the Little Weiser River, the thread being more particularly described as follows:

**BEGINNING** at a point on the West Line of the Northeast 1/4 of the Southwest 1/4 said Section 4, from which the Southwest 1/16 Corner bears South 00°10'01" East, 637.9 feet; Thence South 61°04' East, 211.9 feet; Thence North 74°26' East, 216.4 feet; Thence South 80°05' East, 187.4 feet; Thence South 72°29' East, 150.6 feet; Thence South 85°15' East, 96.5 feet; Thence South 06°20' West, 74.2 feet; Thence South 39°47' West, 137.6 feet; Thence South 09°36' East, 79.0 feet; Thence South 67°47' East, 119.6 feet; Thence South 87°22' East, 85.0 feet; Thence North 66°08' East, 66.5 feet; Thence South 74°49' East, 347.0 feet; Thence South 80°45' East, 143.7 feet; Thence South 31°00' East, 88.9 feet; Thence South 09°00' East, 138.9 feet; Thence South 33°02' West, 314.1 feet; Thence South 50°50' East, 106.2 feet; Thence North 67°29' East, 45.5 feet; Thence North 33°30' East, 51.6 feet;

TRUSTEE DEED

-1

TRACT I (cont'd)

Thence South 48°04' East, 89.8 feet;  
Thence North 82°16' West, 45.3 feet;  
Thence South 37°53' East, 65.3 feet;  
Thence South 23°32' East, 66.6 feet;  
Thence South 34°46' West, 154.8 feet;  
Thence South 19°18' West, 85.7 feet;  
Thence South 48°04' East, 89.8 feet;  
Thence North 82°16' West, 45.3 feet;  
Thence South 37°53' East, 65.3 feet;  
Thence South 23°32' East, 66.6 feet;  
Thence South 34°46' West, 154.8 feet;  
Thence South 19°18' West, 85.7 feet;  
Thence South 06°03' East, 92.2 feet;  
Thence South 19°35' West, 40.0 feet;  
Thence South 63°03' East, 284.4 feet;  
Thence South 16°10' West, 111.7 feet;  
Thence South 60°39' West, 76.6 feet;  
Thence South 09°58' East, 132.9 feet, to a point  
on the South Line of said Section 4 and the **POINT OF ENDING**, from which the 1/4  
corner common to Sections 4 and 9 bears, South 89°42'48" West, 441.9 feet, more or less.

Containing 12.35 acres, more or less in the NE1/4SW1/4 and 12.31 acres, more or less in  
the SW1/4SE1/4.

Section 5:

S1/2SE1/4 and all that part of the SE1/4SW1/4 lying Southeasterly of the existing  
boundary line running diagonally in a Southwesterly direction from the NE corner of the  
SE1/4SW1/4 of Section 5 toward the SW corner of the NW1/4 of Section 8.

Section 8:

N1/2NE1/4, and all that part of the NW1/4NW1/4 and the NE1/4NW1/4 lying South-  
easterly of the boundary fence above described.

Section 9:

W1/2 excepting the SW1/4SW1/4; W1/2E1/2 excepting all that part lying easterly of the  
thread of the Little Weiser River, the thread being more particularly described as follows:

**BEGINNING** at a point on the line common to said Sections 9 and 4, from which the  
common 1/4 Corner of said Sections bears South 89°42'48" West, 441.9 feet, more or less.

Thence South 31°11' East, 459.5 feet;  
Thence South 43°00' West, 99.3 feet;  
Thence South 40°14' East, 40.1 feet;  
Thence South 73°16' East, 48.4 feet;  
Thence South 70°18' East, 122.2 feet;  
Thence North 33°57' East, 62.0 feet;  
Thence South 31°33' East, 66.4 feet;  
Thence South 14°31' East, 127.2 feet;  
Thence South 21°57' East, 53.7 feet;  
on the East Line of the West1/2E1/2 of said Section 9 (East line of the SW1/4NE1/4) and  
the **POINT OF ENDING**, from which the Center-East 1/16 Corner bears South 00°04'54"  
West, 1138.2 feet, more or less.

Thence South 06°34' West, 132.2 feet;  
Thence South 06°49' West, 90.2 feet;  
Thence North 87°03' East, 137.8 feet;  
Thence South 47°44' East, 156.4 feet;  
Thence North 70°47' East, 59.4 feet;  
Thence South 58°27' East, 71.9 feet;  
Thence South 02°17' West, 301.5 feet;  
Thence South 17°09' West, 133.7 feet;  
Thence South 86°36' East, 107.1 feet, to a point  
on the East Line of the SW1/4NE1/4) and  
the **POINT OF ENDING**, from which the Center-East 1/16 Corner bears South 00°04'54"  
West, 1138.2 feet, more or less.

TRUSTEE DEED

TRACT I (cont'd)

Excepting any road rights-of-way as now established.

Said W 1/2 of the East 1/2 contains 145.25 acres more or less.

The Basis of Bearing for this description is Geodetic North as determined at a point that lies 2860 feet East of the Northeast Corner of Section 4, Township 14 North, Range 1 West, Boise Meridian.

TRACT II

Township 14 North, Range 1 West, Boise Meridian, Adams County, Idaho.

Section 8:

SE1/4SE1/4; E1/2SW1/4SE1/4.

Section 9:

SW1/4SW1/4

Excepting and road rights-of-way as now established.

**THE SALE OF TRACT I AND II TO THE GRANTEEES IS SUBJECT TO:**

- 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 of encumbrances which are not shown by the public records.
- 4) Discrepancies, conflicts in boundary lines, shortage in area, encroachments or by 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.

TRUSTEE DEED

THE SALE OF TRACT I AND II TO THE GRANTEES IS SUBJECT TO (cont'd):

- 7) RESERVATIONS, TERMS AND CONDITIONS in deed for undivided one-half interest for oil, gas and mineral rights between UNION CENTRAL LIFE INSURANCE COMPANY and ARTHUR WILSON, recorded April 4, 1935 in Book 14 Deeds page 152. Affects Section 9: S1/2NW1/4 and N1/2SW1/4.
- 8) EASEMENT granted to FLOOD CONTROL DISTRICT NO. 3 of IDAHO over NE1/4NW1/4, W1/2E1/2, W1/2NE1/4NE1/4 of Section 9, recorded July 12, 1965 in Book 26 Deeds page 600.
- 9) PERPETUAL EASEMENT AND RIGHT-OF-WAY granted to FLOOD CONTROL DISTRICT NO. 3 OF THE STATE OF IDAHO, recorded July 12, 1965 in Book 26 Deeds page 599.
- 10) GAS LEASE RATIFICATION recorded July 19, 1982 in Book 11 Misc. pages 304-305, and October 13, 1981 as Instr. No. 63032.
- 11) ANY CLAIMS ARISING FROM THE AMBIGUOUS LEGAL DESCRIPTION (diagonal lines in Sections 5 and 8).
- 12) ANY PRESENT OR DEFERRED TAX LIEN on the herein described property arising under or by virtue of the Forest Products Yield Tax as provided by Idaho Code 63-1701 or 63-1706 as amended.
- 13) LACK OF A RIGHT OF ACCESS TO AND FROM SAID PROPERTY.
- 14) ANY CLAIM arising from the differences in the mean high water line of the Little Weiser River and the meander line as shown by the original government survey.
- 15) ANY RIGHTS, INTERESTS OR EASEMENTS in favor of the public which exist or are claimed to exist over any part of said land covered by the Little Weiser River.
- 16) Grantees acknowledge that any water, ditch or diversion rights which are applicable to the land being retained by the Debtors shall not be changed, modified or reduced by this sale. The Debtors and their successors in interest shall have ingress and egress across the property of the Grantees for purposes of utilizing and maintaining the headgates, waterways and water rights which the Debtors previously have had and currently retain.
- 17) Grantees are obligated to erect and maintain a fence along the survey line established along the boundary of the property adjacent to and following the Little Weiser River. Said fence shall be established at Grantees' cost and shall be fully maintained by Grantees in the future.

[illegible]

67-4276

7201 7205

# ASSESSMENT ROLL FOR THE YEAR 1915

## REAL PROPERTY

67-4273

67-4276

[illegible]