

Bird, Cindy

From: Bird, Cindy
Sent: Friday, July 23, 2004 4:03 PM
To: 'Merlin E Yancey'
Subject: Robert Millen water research

hi Merlin,

Could you please locate the warranty deed between Trangott & Rosina Hofer, Albert & Magdalena Hofer to George and Clara Hofer. Dated March 28, 1925.

Also the deed between George & Clara Hofer to Edna Jones, dated May 1, 1945

And the deed between Edna Miller, formerly Edna Jones, a widow, and John Miller to Stanley Hill, dated April 21, 1952.

The problem I see is: When Lowder sold to Trangott & Rosina Hofer, George & Clara Hofer, Albert & Magdalena Hofer; dated 12-29-1922 he conveyed 100 inches of Robert Millen water.

On March 28, 1925 there appear to be two warranty deeds: 1 between Trangott & Rosina Hofer, George & Clara Hofer to Albert and Magdalena that included 76 shares in the miner's ditch. Then the above mentioned warranty deed between Trangott & Rosina Hofer, Albert & Magdalena Hofer to George and Clara Hofer, conveying 44 shares in the Miner's ditch. They only had 100 inches of Millen water by they conveyed 120 shares and I don't know if they Trangott & Rosina Hofer also kept some for themselves? It's not adding up.

thanks,
Cindy

Yancy 7-23-04

Supporting Information for Kathy and Orris Lindsey's Water Right No. 27-10296

Oct 15, 1908

No. 23090 Robert Millen by Administrator To Fred S. Stevens.
Administrator's Deed.

This Indenture, made the 15th day of October, in the year of our Lord one thousand nine hundred and eight, by and between James Millen, the duly appointed, qualified and acting administrator of the estate of Robert Millen, deceased, of the county of Bingham, state of Idaho, the party of the first part, and Fred S. Stevens, of the county of Bingham, state of Idaho, the party of the second part,

Witnesseth: that whereas heretofore the Judge of the Probate Court of the county of Bingham, state of Idaho, made an order of sale authorizing the said party of the first part to sell certain real estate belonging to the said estate, and which is situated in the said county of Bingham, state of Idaho, and specified and particularly described in said order of sale, reference to which is hereby made,

And whereas, under and by virtue of said order of sale, said party of the first part heretofore sold said real estate subject to confirmation of the said Probate Court, to the said party of the second part, for the sum of Two hundred dollars,

And whereas, said court did, on the 15th day of October, 1908, make an order confirming said sale and directing conveyances to be executed to the said party of the second part, a certified copy of which order of confirmation was recorded in the office of the County Recorder of the said county of Bingham, in said state, on the 15th day of October, 1908, in Book "C" of Miscellaneous records at page 101 thereof, and which said order of confirmation now on file and of record in the said Probate Court and which said record thereof in the said Recorder's office are hereby referred to

Now, Therefore, the said James Millen, administrators of the estate of Robert Millen, deceased, the party of the first part, pursuant to the order last aforesaid, of the said Probate Court, for and in consideration of the sum of Two hundred dollars, lawful money of the United States, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the said party of the second part, his heirs and assigns forever, all the right, title, interest, and estate of the said Robert Millen, deceased, at the time of his death, and also all right, title, and interest that the said estate by operation of law or otherwise, may have acquired other than or in addition to that of the said intestate, at the time of his death, in and to all that certain real property, situate in the county of Bingham, state of Idaho, and particularly described as follows, to-wit: One hundred (100) inches of the decreed water right of deceased, in and to the waters of Blackfoot river as the same appears of record in the decree thereof in the office of the Clerk of the District Court of Bingham county, Idaho.

To Have and To Hold the same unto the said party of the second part, his heirs and assigns forever.

In Witness Whereof, the said party of the first part, administrator as aforesaid, has hereunto set his hand the day and year first above written.

State of Idaho.
(SS.
County of Bingham.

James Millen, Administrator of the estate of Robert Millen, deceased.
I do hereby certify that: on this 30th day of October, in the year 1908, before me, John W. Jones, a notary public, in and for said county and state, personally appeared James Millen, personally known to me to be the person whose name is subscribed to the within instrument as the administrator of the estate of Robert Millen, deceased, and acknowledged to me that he, as such administrator executed the same.

In Witness Whereof, I have hereunto set my hand and notarial seal, at Blackfoot, Idaho, the day and year in this certificate first above written. My commission expires July 19, 1909.

Saul.
Recorded at the request of
F. S. Stevens Nov. 14, 1908 at 10 a. m.

John W. Jones, Notary Public.

Deputy.

7-21-1909
217

Geo. D. Howard & Co., Pra., St. Louis.

THE UNITED STATES OF AMERICA.

No 32946
Desert Lands
Certificate No. 971

To all to Whom these Presents shall Come---GREETING:

WHEREAS, Finetta E. Stevens of Bingham County Idaho

has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Blackfoot, Idaho whereby it appears that full payment has been made by the said Finetta E. Stevens 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

The lots numbered one two and four of section eight in township three south of range thirty five east of Boise Meridian in Idaho, containing one hundred and five acres and ninety four hundredths of an acre.

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 Finetta E. Stevens

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 Finetta E. Stevens and to her heirs, the said Tract above described.

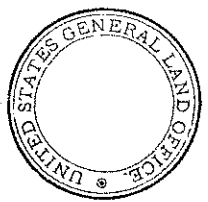
TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities and appurtenances of whatsoever nature thereunto belonging, unto the said Finetta E. Stevens and to her heirs and assigns forever, subject to any vested and accrued water rights for mining, agricultural, manufacturing 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, William McKinley 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 21st day of July, in the year of our Lord one thousand ~~nine~~ hundred and twenty fifth, and of the Independence of the United States the one hundred and twenty fifth

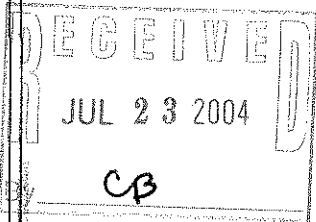
BY THE PRESIDENT: William Kinley

By F. M. McKean Secretary.



Idaho
Recorded Vol. 22 Page 499 C. H. Bush Recorder of the General Land Office.

Filed for Record at 1:32 P M o'clock M., June 1st 1910 A. D. 19 and recorded at the request of



WARRANTY DEED

BOOK NO. 18

No. 33220

6-15-1910

This Indenture, Made 120th day of May in the year of our Lord, one thousand nine hundred and ten, between Fred S. Stevens and Minetta E. Stevens, husband and wife of the County of Bingham and State of Idaho, the part 1st of the first part, and Richmond C. Lowder of the County of Bingham and State of Idaho, the part 1st of the second part.

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of Twenty five hundred (\$2500.00) 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, sell, bargain and convey and confirm unto the said party of the second part, and to his heirs and assigns forever, all the certain lot, piece or parcel of land situate, lying and being in the County of Bingham and State of Idaho, and bounded and described as follows, to-wit: That portion of Lot 8 of section 7 in Township 3 south of range 35 E. B. M. Described as follows; beginning at a point north 57 degrees 51' East and 547 feet distant from the quarter corner of section 7 and 18 township and range aforesaid; running thence north 57 degrees 51' East 453 feet; thence north 30 degrees 06' East 960 feet to the north east corner of said Lot 8; thence south 733 feet; thence south 71 degrees west 912 feet to point of beginning; Also that portion of the SE 1/4 of the SE 1/4 of section 7 said Township and range described as follows; beginning at the north west corner of the said SE 1/4 of the SE 1/4 thence east 1320 feet; thence south 275 feet; thence south 67 degrees 42' West 1414 feet; thence north 733 feet to point of beginning; also that portion of the SW 1/4 of the SW 1/4 of said Section 8 said township and range described as follows; beginning at the north west corner of the said SW 1/4 of the SW 1/4 thence east 611 feet; thence south 67 degrees 42' west 670 feet; thence north 275 feet to point of beginning; also that portion of the NW 1/4 of the SW 1/4 of section 8 said township and range described as, beginning at the south west corner of said NW 1/4 of SW 1/4 thence east 611 feet; thence north 57 degrees 42' East 752 feet; thence North 1029 feet; thence west 1027 feet to the left bank of Snake River; thence south 45 degrees west along said river 398 feet; thence south 1040 feet to point of beginning; also that portion of lot 4 of section 8 said township and range described as beginning at the south east corner of said Lot 4 thence west 790 feet; thence north 50 degrees 30' East 1023 feet; thence south 651 feet to point of beginning; Also that portion of lot 2 of section 8 said township and range described as beginning at the center of said Section 8; thence north 1275 feet; thence west 505 feet; thence south 50 degrees 30' west 1075 feet; thence south 651 feet; thence east 1300 feet to point of beginning; Also that portion of lot 1 of section 8 said township and range described as beginning at the north east corner of said lot 1; thence west 10 feet; thence south 44 degrees and 20' West 1872 feet; thence east 1310 feet; thence north 1320 feet to point of beginning. Together with all ditch rights or rights of way thereto belonging or in any wise pertaining to said land, also 100 inches of waters of the Blackfoot River from the water decreed to Robert Miller in that certain judgment dated August the 1st, 1891 and recorded in judgment book # 1 at pages 107 to 116.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise 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 thereto incident, unto the said party of the second part, and to his heirs and assigns forever, and the said part 1st of the first part and their heirs, and the said premises in a quiet and peaceable possession of the said party of the second part, his heirs and assigns, against the said part 1st 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 part 1st of the first part has hereunto set their hand and seals the day and year first above written.

Signed, Sealed and Delivered in the Presence of

F. C. Parkinson

Fred S. Stevens (SEAL)

Minetta E. Stevens (SEAL)

(SEAL)

(SEAL)

STATE OF IDAHO,

County of

I DO HEREBY CERTIFY THAT, On this 18th

before me, F. C. Parkinson

Fred S. Stevens and Minetta E. Stevens his wife

June, in the year of 1910

Notary Public

in and for said County and State, personally appeared

known to me to be the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that he executed the same.

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

[Seal]

F. C. Parkinson

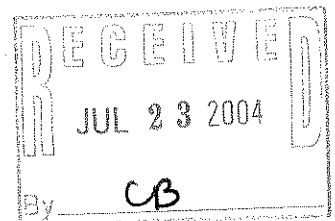
Notary Public

My commission expires Sept 15th 1911

Recorded at the request of F. C. Parkinson June 18, 1910 at 3: 50 P M.

W. W. Jordan

Recorder



9-11-1916

State of New York
 County of Hamilton
 ss. I, Frederick C. Hall, Clerk of the Court of Sessions of the County of Hamilton, do hereby certify that the within and foregoing instrument is a true and correct copy of the original thereof as the same appears from the records of said Court.
 In Testimony Whereof, I have hereunto set my hand and the seal of said Court at Albany, New York, this 1st day of February, 1917.
 Frederick C. Hall, Clerk of the Court of Sessions of the County of Hamilton.
 By _____, Deputy Clerk.
 F. M. Fisher, Esq.,
 By _____, Deputy

parties of the second part. The said party of the first part hereby covenants and agrees with the said parties of the second part that the said parties of the second part shall first make the payments and perform the covenants hereinafter mentioned on their part to be made, kept and performed, the said party of the first part will convey and assure to the said parties of the second part, in fee simple, free from all incumbrance whatever, by a good and sufficient warranty deed, the following lots, or parcels of land, situate and being in the County of Bingham and State of Idaho and described as follows, to-wit: That portion of Lot 3 of Section 7 in Township 35 E.B.M. described as follows: Beginning at a point North 57 degrees 51' East and 547 feet distant from the quarter corner to Section 7 and 18 Township and Range aforesaid; running North 57 degrees 51' East 453 feet; thence North 30 degrees 06' East 960 feet to the East east corner of said Lot 8; thence South 783 feet; thence South 71 degrees west 512 feet to point of beginning; also that portion of the S.E. $\frac{1}{4}$ of the S.E. $\frac{1}{4}$ of Section 7 of said Township and Range described as follows: beginning at the Northwest corner of the said S.E. $\frac{1}{4}$ of the S.E. $\frac{1}{4}$ thence East 1320 feet; thence South 275 feet; thence South 67 degrees 42' West 1023 feet thence North 783 feet to point of beginning; also that portion of the S.W. $\frac{1}{4}$ of the S.E. $\frac{1}{4}$ of Section 8 said Township and Range described as follows: beginning at the Northwest corner of the said S.W. $\frac{1}{4}$ thence east 611 feet; thence South 67 degrees 42' West 670 feet; thence South 275 feet to point of beginning; also that portion of the N.W. $\frac{1}{4}$ of the S.W. $\frac{1}{4}$ of Section 8 said Township and Range described as, beginning at the Southwest corner of said N.W. $\frac{1}{4}$ thence East 611 feet; thence north 57 degrees 42' east 752 feet thence north 1029 feet; thence west 1023 feet to the left bank of Snake River; thence South 45 degrees west along said River 344 feet thence South 1040 feet to point of beginning; also that portion of Lot 4 of Section 8 said Township and Range described as, beginning at the Southeast corner of said lot 4 thence North 790 feet; thence north 50 degrees 30' east 1023 feet; thence South 651 feet to point of beginning; also that portion of lot 2 of section 8 said Township and Range described as beginning at the center of Section 8; thence North 1375 feet; thence west 505 feet; thence South 50 degrees 30' west 1075 feet, thence South 651 feet; thence East 1300 feet to point of beginning; also that portion of lot one of Section 8 said Township and Range described as beginning at the Northeast corner of said Lot one; thence west 10 feet; thence South 44 degrees and 20' West 172 feet; thence east 1310 feet; thence North 1320 feet to point of beginning. Together with all ditch rights or rights of way thereto belonging or in anyway appertaining to said land, also 100 inches of water of the Blackfoot River from the water decreed to Robert H. Hays in that certain Judgment dated August 21, 1907. The said Judgment Book at Page 107 to 116.

Together with all and singular the tenements, hereditaments and appurtenances thereto in anywise appertaining. The said parties of the second part hereby warrant and agree to pay to the said party of the first part the sum of Twelve Thousand Dollars as the purchase price of said real estate, payable in the manner following: \$3900.00 being represented by Warranty Deed to 40 acres of Land, together with all water belonging to same, and nine Promissory notes of \$500.00 each and one note of \$600.00 bearing interest annually and payable one note each year on January 2nd beginning January 2nd, 1901.

January 7 23-04

Supporting Information for Kathy and Orris Lindsey's Water Right No. 27-10296

12-29-1922

348

DEED RECORD, BINGHAM COUNTY.

No 945

THIS INDENTURE, Made this 29 day of December, 1922, in the year of our Lord one thousand nine hundred and twenty two, between Richmond C. Lowder and Elizabeth A. Lowder, husband and wife.

TO

of the first part, and

County of Minidoka State of Idaho

Truett E. Roper and Rebecca Roper, husband and wife, and George H. Roper, husband and wife, of the second part.

County of Bingham State of Idaho

the part 128 of

WITNESSETH, That the said part 128 of the first part, for and in consideration of the sum of \$100.00 Dollars, in hand paid by the said part 128 of the second part, the receipt whereof is hereby acknowledged, granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said part 128 of the second part, and to their heirs and assigns, forever, all the following described real estate, situated in Bingham County, State of Idaho, to-wit: That portion of Lot 8, of section 7, in township 3 north of range 35 east of the Boise Meridian in Idaho, described as follows: Beginning at a point North 57 degrees 51 minutes east and 547 feet distant from the quarter corner of section 7, and 18 township and range aforesaid; running thence north 57 degrees 51 minutes east 452 feet; thence north 30 degrees 08' east 960 feet to the northeast corner of said Lot 8, thence south 782 feet, thence south 71 degrees west 912 feet to the point of beginning. Also that portion of the SW 1/4 of the SW 1/4 of section 7, said township and range, described as follows: Beginning at the northwest corner of the said SW 1/4 of the SW 1/4, thence north 782 feet to the point of beginning. Also that portion of the SW 1/4 of the SW 1/4 of said section 7, said township and range, described as follows: Beginning at the northwest corner of the said SW 1/4 of the SW 1/4, thence north 275 feet, thence south 67 degrees 42' west 1414 feet, thence north 782 feet to the point of beginning. Also that portion of the SW 1/4 of the SW 1/4 of said section 7, said township and range, described as follows: Beginning at the northwest corner of the said SW 1/4 of the SW 1/4, thence north 275 feet to the point of beginning, also that portion of the SW 1/4 of the SW 1/4 of said section 7, said township and range, described as follows: Beginning at the southwest corner of the said SW 1/4 of the SW 1/4, thence east 611 feet thence south 67 degrees 42' west 870 feet, thence north 275 feet to the point of beginning, also that portion of the SW 1/4 of the SW 1/4 of said section 7, said township and range, described as follows: Beginning at the southwest corner of the said SW 1/4 of the SW 1/4, thence east 611 feet, thence north 67 degrees 42' east 752 feet, thence north 1029 feet, thence west 1047 feet to the left bank of the Snake River, thence south 25 degrees west along said river 399 feet, thence south 1040 feet to the point of beginning. Also that portion of Lot 4 of section 8, said township and range, described as follows: Beginning at the southwest corner of said Lot 4, thence west 790 feet, thence north 50 degrees, 20' east 1042 feet, thence south 651 feet to the point of beginning. Also that portion of Lot 8 of section 8, said township and range described as follows: Beginning at the center of said section 8, thence north 1275 feet, thence west 808 feet, thence south 50 degrees 30' west 1078 feet, thence south 351 feet, thence east 1800 feet to the point of beginning. Also that portion of Lot 1 of section 8 said township and range, described as follows: Beginning at the northeast corner of said Lot 1, thence west 10 feet, thence south 44 degrees and 20' west 1872 feet, thence east 10 feet, thence north 1820 feet to the point of beginning. Together with all ditches, ditch rights of way and water rights thereto belonging or in anywise appertaining and particularly 100 inches of water in the Snake River from the water decreed to Robert Millen in that certain judgment dated August 1st, 1891, and recorded in Book of judgments pages 107 to 114, certain judgment dated August 1st, 1891, and recorded in Book of judgments pages 107 to 114, \$10.00 I. S. S. attached.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, the 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 said part 128 of the second part and to their heirs and assigns, forever, and the said part 128 of the first part and their heirs and assigns, forever, and the said part 128 of the second part, their heirs and assigns, and against the said part 128 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 part 128 of the first part has hereunto set their hand and seal, the day and year first above written.

Signed, Sealed and Delivered in the Presence of

W. B. Hardy

Richmond C. Lowder

Elizabeth A. Lowder

State of Idaho

SS

County of Minidoka

On this 5th day of January in the year 1923, before me W. B. Hardy, a notary public in and for said county, personally appeared Richmond C. Lowder and Elizabeth A. Lowder 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.

My commission expires Sept 20, 1925, Seal

W. B. Hardy, Notary Public residing at Rupert, Idaho

A41

12-29-1922.

348

DEED RECORD, BINGHAM COUNTY.

No 945

BLVD. D. BARNARD STATIONERY CO., ST. LOUIS

THIS INDENTURE, Made this 29 day of December in the year of our Lord one thousand nine hundred and TWENTY TWO, between Richmond C. Lowder and Elizabeth A. Lowder husband and wife

of the first part, and Traugott Hofer and Rosena Hofer husband and wife, Albert Hofer and Margaret Hofer, husband and wife, George Hofer and Clara M. Hofer, husband and wife of Blackfoot County of Bingham State of Idaho the parties of the second part,

WITNESSETH, That the said part 1st of the first part, for and in consideration of the sum of Nine thousand seven hundred fifty and no/100 DOLLARS lawful money of the United States of America, to them in hand paid by the said part 1st of the second part, the receipt whereof is hereby acknowledged, granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm, unto the said part 1st of the second part, and to their heirs and assigns, forever, all the following described real estate, situated in Bingham State of Idaho, to-wit: That portion of Lot 8, of section 7, in

township 3 south of range 35 east of the Boise Meridian in Idaho, described as follows: Beginning at a point North 57 degrees 51 minutes east and 547 feet distant from the quarter corner of section 7, and 18, township and range aforesaid; running thence north 57 degrees 51 minutes east 453 feet; thence north 30 degrees 06' east 960 feet to the northeast corner of said Lot 8, thence south 783 feet, thence south 71 degrees west, 912 feet to the point of beginning. Also that portion of the SE 1/4 of the SE 1/4 of section 7, said township and range, described as follows: Beginning at the northwest corner of the said SE 1/4 of the SE 1/4, thence east 1320 feet, thence south 275 feet, thence south 67 degrees 42' west 1414 feet, thence north 793 feet to the point of beginning. Also that portion of the SW 1/4 of the SW 1/4 of said section 8, said township and range, described as follows, beginning at the northwest corner of the said SW 1/4 of the SW 1/4, thence east 611 feet thence south 67 degrees 42' west 670 feet, thence north 275 feet to the point of beginning, also that portion of the NW 1/4 of the SW 1/4 of section 8 said township and range, described as follows: beginning at the southwest corner of the said NW 1/4 of the SW 1/4, thence east 611 feet, thence north 57 degrees 42' east 752 feet, north 1029 feet, thence west 1027 feet to the left bank of the Snake River, thence south 45 degrees west along said river 398 feet, thence south 1040 feet to the point of beginning. Also that portion of Lot 4 of section 8, said township and range, described as, Beginning at the Southeast corner of said Lot 4, thence west 790 feet, thence north 50 degrees, 30' 1023 feet, thence south 651 feet to the point of beginning. Also that portion of Lot 2 of section 8, said township and range described as Beginning at the center of said section 8, thence north 1375 feet, thence west 505 feet, thence south 50 degrees 30' west 1075 feet, south 651 feet, thence east 1300 feet to the point of beginning. Also that portion of lot of section 8 said township and range, described as. Beginning at the northeast corner of Lot 1, thence west 10 feet, thence south 44 degrees and 20' west 1872 feet, thence east 10 feet, thence north 1320 feet to the point of beginning. Together with all ditches, ditch rights of way and water rights thereto belonging or in anywise appertaining and particularly 100 inches of water in the Blackfoot River from the water decreed to Robert Millen in that certain judgment dated August 1st, 1891, and recorded in Book of judgments pages 107 & 108 \$10.00 I. R. S. Attached.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, 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 said part 1st of the second part and to their heirs and assigns, forever, and the said part 1st of the first part and their heirs and assigns, forever, 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 part 1st of the first part has hereunto set their hand and seal, the day and year first above written. Signed, Sealed and Delivered in the Presence of W. B. Hardy ss. Richmond C. Lowder Elizabeth A. Lowder

State of Idaho
SS
County of Minidoka

On this 5th day of January in the year 1923, before me W. B. Hardy, a notary public in and for said county, personally appeared Richmond C. Lowder and Elizabeth A. Lowder 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.

My commission expires Sept 20, 1925, Seal W. B. Hardy, Notary Public residing at Rupert, Idaho

12-29-1922

RECEIVED
JUL 23 2004
CB

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1-23-04

Supporting Information for Kathy and Orris Lindsey's Water Right No. 27-10296

540

DEED RECORD, BINGHAM COUNTY
QUIT CLAIM DEED

No. 944 BOOK No. 36

THIS INDENTURE, made the 10th day of January in the year of our Lord one thousand nine hundred and twenty three between
H. E. Montgomery and Nellie Montgomery, husband and wife
State of Idaho
Traugott Hefer
of the County of Bingham and State of Idaho
WITNESSETH, That the said parties of the first part, for and in consideration of the sum of
One DOLLARS, lawful money
of the United States of America, to them in hand paid by the said part 2 of the second part, the receipt whereof is hereby acknowledged, do hereby demise, release and forever quitclaim unto the said part 2 of the second part, and to his heirs and assigns, all that certain lot, piece, or parcel
of land situated in the County of Bingham, and State of Idaho, and bounded and particularly described as follows, to-wit:
That portion of Lot 5 of section seven in Township three south of Range thirty seven east of the Boise Meridian, described as follows: Beginning at a point north 57° 51' east and 187 feet distant from the quarter corner to sections seven and eighteen township and range aforesaid; running thence north 67° 51' East 453 feet, thence north 30° 06' East 960 feet to the north east corner of said Lot eight; thence south 763 feet, thence south 71° west 918 feet to point of beginning; also that portion of the southeast quarter of the southeast quarter of section seven, said township and range described as follows: Beginning at the northwest corner of the said southeast quarter of the southeast quarter thence east 1320 feet, thence south 275 feet, thence south 67° 42' West 1414 feet, thence south 71° west 718 feet to point of beginning; also that portion of the southwest quarter of the southeast quarter of the southeast quarter of section seven, said township and range described as follows: Beginning at the northwest corner of the said southeast quarter of the southeast quarter thence east 611 feet, thence north 275 feet to point of beginning; also that portion of the northwest quarter of the southwest quarter of section eight said township and range described as, beginning at the southeast corner of said northwest quarter of southwest quarter, thence east 611 feet, thence north 1742 feet, thence north 1020 feet, thence west 1027 feet to left bank of Snake River, thence south 45° West along said River 398 feet, thence south 1042 feet to point of beginning; also that portion of Lot four of section eight said township and range described as beginning at the southeast corner of said Lot four thence west 790 feet, thence north 50° 30' East 1023 feet, thence south 651 feet to point of beginning; also that portion of Lot 2, of section eight said township and range described as beginning at the center of said section eight, thence north 1374 feet, thence west 506 feet, thence south 50° 20' west 1076 feet, thence south 651 feet, thence east 1800 feet to point of beginning; also that portion of lot one of section eight said township and range, described as beginning at the northeast corner of said lot one thence west 10 feet, thence south 44° 20' West 1872 feet, thence east 1810 feet, thence north 1320 feet to point of beginning County of Bingham, Idaho
Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise 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 the said part 1st of the second part, and to his heirs and assigns forever. IN WITNESS WHEREOF, The said part 1st of the first part have hereunto set their hands and seal. (the day and year first above written).

Signed, Sealed and Delivered in the presence of
W. Orr Chapman
J. H. Anderson
H. E. Montgomery (Seal)
Mrs. Nellie Montgomery (Seal)
(Seal)
(Seal)

State of Idaho SS I do hereby certify that on this 10th day of January in the year of 1923, before me W. Orr Chapman a Notary Public commissioned in and for the State of Idaho, personally appeared H. E. Montgomery known to me to be the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that he executed the same.
In witness whereof I have hereunto set my hand and affixed my official seal at Twin Falls, in Twin Falls, County Idaho the day and year first above written.
W. Orr Chapman, Notary Public, for the State of Idaho, residing at Twin Falls, Idaho
State of Idaho SS I do hereby certify that on this 10th day of January, in the year 1923, before me J. H. Anderson a Notary Public commissioned in and for the State of Idaho, personally appeared Nellie Montgomery known to me to be the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that she executed the same.
In witness whereof I have hereunto set my hand and affixed my official seal at Idaho Falls, Bonneville County, Idaho, the day and year in this certificate first above written.
J. H. Anderson, Notary Public
Residing at Blackfoot, Idaho
My commission expires Aug 27, 1923 Seal

Recorded at request of Bingham Abstract Co Mar 5, 1923 at 10.05 A.M.
Recorder's Fee, \$
R. A. Benson
By Jesse Lloyd Deputy Recorder

1-10-1923

BA

DEED RECORD, BINGHAM COUNTY
QUIT CLAIM DEED

No. 944

BOOK No. 35

NEW YORK CO. PRINTERS & BINDERS, 601 E. 47th ST.

THIS INDENTURE, made the 10th day of January in the year of our Lord one thousand nine hundred and twenty three between

E. Montgomery and Nellie Montgomery, husband and wife

State of Idaho

Traveller Hotel

the County of Bingham and State of Idaho

the part ics of the first part, and

the part y of the second part,

WITNESSETH, That the said part ics of the first part, for and in consideration of the sum of

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 demise, release and forever quitclaim unto the said part y of the second part, and to his heirs and assigns, all th certain lot, piece, or parcel

of land situated in the County of Bingham, and State of Idaho, and bounded and particularly described as follows, to-wit: at portion of Lot 8 of section seven in township three south of range thirty five, east of the Boise Meridian, described as follows: Beginning at a point north 57° 51' east and 547 feet distant from the quarter corner to sections seven and eighteen township and range aforesaid; thence north 57° 51' east 453 feet, thence north 30° 06' east 960 feet to the north corner of said Lot eight; thence south 783 feet, thence south 71° west 912 feet to point of beginning; also that portion of the southeast quarter of the southeast quarter of section seven, said township and range described as follows: Beginning at the northwest corner of the said southeast quarter of the southeast quarter thence east 1320 feet, thence south 75 feet, thence south 67° 42' west 1414 feet, thence north 743 feet to point of beginning; also that portion of the southwest quarter of said section eight said township and range, described as follows: Beginning at the northwest corner of the said southwest quarter of a southeast quarter thence east 611 feet, thence south 67° 42' west 670 feet, thence north 3 feet to point of beginning; also that portion of the northwest quarter of the southwest quarter of section eight said township and range described as, beginning at the southwest corner of said northwest quarter of southwest quarter, thence east 611 feet, thence north 42° east 752 feet, thence north 1029 feet, thence west 1027 feet to left bank of Snake river, thence south 45° west along said River 398 feet, thence south 1040 feet to point of beginning; also that portion of Lot four of section eight said township and range described as beginning at the southeast corner of said Lot four thence west 790 feet, thence north 30° east 1023 feet, thence south 651 feet to point of beginning; also that portion of Lot 2 of section eight said township and range described as beginning at the center of said section eight, thence north 1375 feet, thence west 505 feet, thence south 50° 30' west 1075 feet, thence south 551 feet, thence east 1300 feet to point of beginning also that portion of Lot one of section eight said township and range, described as beginning at the northeast corner of said lot one, thence west 10 feet, thence south 44° 20' west 1872 feet, thence east 10 feet, thence north 1320 feet to point of beginning County of Bingham, Idaho

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise 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 the said part ics of the second part, and to his heirs and assigns forever. IN WITNESS WHEREOF, The said part ics of the first part have hereunto set their hands and seal the day and year first above written.

Signed, Sealed and Delivered in the presence of

W. Orr Chapman

J. H. Anderson

E. Montgomery [SEAL]

Mrs Nellie Montgomery [SEAL]

[SEAL]

[SEAL]

State of Idaho

SS

County of Twin Falls

I do hereby certify that on this 12 day of January in the year of 1923, before me W. Orr Chapman a Notary Public commissioned in and for the State of Idaho, personally appeared E. E. Montgomery known to me to be the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that he executed the same.

In Witness whereof I have hereunto set my hand and affixed my official seal at Twin Falls, County Idaho the day and year first above written.

Seal

W. Orr Chapman, Notary Public, for the State of Idaho, residing at Twin Falls, Idaho

State of Idaho

SS

County of Bingham

I do hereby certify that on this 15th day of January, in the year of 1923, before me J. H. Anderson a Notary Public commissioned in and for the State of Idaho, personally appeared Nellie Montgomery known to me to be the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that she executed the same.

In Witness whereof I have hereunto set my hand and affixed my official seal at Idaho, the day and year in this certificate first above written.

My commission expires Aug 27, 1923 Seal

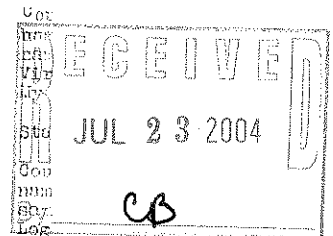
J. H. Anderson, Notary Public
Residing at Blackfoot, Idaho

Recorded at request of Bingham Abstract Co Mar 5, 1925 at 10.06 A M

H. A. Benson

Recorder

Recor



BA

1/2 acrey 7.23-04

Supporting Information for Kathy and Orris Lindsey's Water Right No. 27-10296

3-29-1925

DEED RECORD, BINGHAM COUNTY. 599

No 2179

TO

THIS INSTRUMENT Made this 25th day of March 1925 in the year of our Lord one thousand nine hundred and twenty five between George Hofer and Clara M. Hofer his wife, and Transgott Hofer and Rosina Hofer his wife, and Albert Hofer and Magdalena Hofer husband and wife

County of Bingham State of Idaho the part of the first part, and

County of Bingham State of Idaho the part of the second part, and

WITNESSETH, That the said part 1st of the first part, for and in consideration of the sum of \$100.00 Dollars, to him in hand paid by the said part 1st of the second part, the receipt whereof is hereby acknowledged, granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm, unto the said part 1st of the second part, and to their heirs and assigns, forever, all the following described real estate, situated in the State of Idaho, to-wit:

That portion of lot four, section eight, township three, south of range thirty five, east of Boise Meridian, described as follows: Beginning at the southeast corner of said lot four, thence west 256 feet, thence north 440 feet, thence north 50 degrees thirty minutes east 284 feet, thence south 681 feet to place of beginning. Also that portion of Lot two, section eight, said township and range described as follows: Beginning at the center of section eight, thence north 1275 feet, thence west 405 feet, south 50 degrees and thirty minutes west 1075 feet, thence south 681 feet, thence east 1200 feet, to place of beginning. Also that portion of lot one, section eight of said township and range described as follows: Beginning at the northeast corner of said lot one thence west 10 feet thence 44 degrees 20 minutes west 1872 feet, thence east 1210 feet thence north 1220 feet to place of beginning. Also 76 shares of water stock in the Miners Irrigation Canal Company.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, the 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 said part 1st 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 a quiet and peaceable possession of the said part 1st of the second part, their heirs and assigns, and against the said part 1st 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 part 1st of the first part hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of

George Hofer SEAL
Clara M. Hofer SEAL
Transgott Hofer SEAL
Rosina Hofer SEAL

State of Idaho SS
County of Bingham

On this 4 day of April, in the year 1925, before me C. S. Beebe, a notary public in and for said State, personally appeared George Hofer, Clara M. Hofer, Transgott Hofer, Rosina Hofer 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.

C. S. Beebe, Notary Public residing at Blackfoot, Idaho

Commission expires June 11, 1926, Seal

Recorded at the request of B. H. Greese, May 6th, 1925, at 10:10 A.M.
Recorder's Fee, \$

H. J. Benson
Deputy Recorder

B3

DEED RECORD, BINGHAM COUNTY.

W. D. BARNARD STATIONERY CO., ST. LOUIS

3-28-1925

No. 2179

THIS INDENTURE, Made this 28th day of March

TO

one thousand nine hundred and twenty five between Trangott Hofer and Rosina Hofer his wife, and George Hofer and Clara N. Hofer his wife

of Blackfoot County of Bingham State of Idaho the part of the first part, and Albert Hofer and Magdalena Hofer husband and wife

of Blackfoot County of Bingham State of Idaho the part of the second part,

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

That portion of lot four, section eight, township three, south of range thirty five, east of Boise Meridian, described as follows; Beginning at the southeast corner of said lot four, thence west 256 feet, thence north 440 feet, thence north 50 degrees thirty minutes east 384 feet, thence south 651 feet to place of beginning. Also that portion of Lot two, section eight, said township and range described as follows, Beginning at the center of section eight, thence north 1375 feet, thence west 505 feet, south 50 degrees and thirty minutes west 1075 feet, thence south 651 feet, thence east 1300 feet, to place of beginning. Also that portion of lot one, section eight of said township and range described as follows; Beginning at the northeast corner of said lot one thence west 10 feet thence 44 degrees 20 minutes west 1872 feet, thence east 1310 feet thence north 1320 feet to place of beginning. Also 76 shares of water stock in the Miners Irrigation Canal Company.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereto 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 said part 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 a quiet and peaceable possession of the said part of the second part, their heirs and assigns, and against the said part 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 part of the first part hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of

George Hofer SEAL
Clara N. Hofer SEAL
Trangott Hofer SEAL
Rosina Hofer SEAL

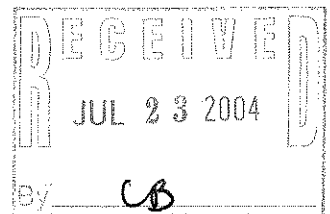
State of Idaho
County of Bingham

On this 4 day of April, in the year 1925, before me C. S. Beebe, a notary public in and for said State, personally appeared George Hofer, Clara N. Hofer, Trangott Hofer, Rosina Hofer 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. C. S. Beebe, Notary Public residing

at Blackfoot, Idaho

Commission expires June 11, 1925. Seal



Recorded at the request of E. M. Gregg, May 6th, 1925, at 10:10 A.M.
Recorder's Fees, \$
By H. A. Benson Recorder

7-23-04

Supporting Information for Kathy and Orris Lindsey's Water Right No. 27-10296

9-20-1956

FORM NO. 88 - WARRANTY DEED

THIS INDENTURE, made this 20th day of September, 1956,
between ALBERT HOFER and MAGDALENA HOFER, husband and wife,
of the County of Bingham, State of Idaho
the parties of the first part and ORRIS R. LINDSAY and LILLY H. LINDSAY,
husband and wife,
County of Bingham, State of Idaho of the
parties of the second part,
WITNESSETH, that the said parties of the first part, for and in consideration of the sum of
Eleven Thousand Four Hundred Seventy-eight and no/100----- Dollars
lawful money of the United States of America *
to them. In hand paid by the parties of the second part, the receipt whereof is hereby acknowledged,
have granted, bargained, sold, and by these presents, do grant, bargain, sell and 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 the County of Bingham, State of Idaho, to-wit:

That portion of Lot Four of Section Eight in
Township Three South, Range Thirty-five East
of Boise Meridian, in Idaho, described as follows:
Beginning at the Southeast corner of said Lot Four,
thence West 256 feet, thence North 440 feet, thence
North 50°30' East 348 feet; thence South 651 feet
to the place of beginning; Also that portion of Lot
Two of said Section Eight, described as follows:
Beginning at the center of said Section Eight, thence
North 1375 feet, thence West 505 feet, thence South
50°30' West 1075 feet, thence South 651 feet, thence
East 1300 feet to the place of beginning, together
with all ditches, ditch rights of way, water and
water rights thereunto belonging including particu-
larly forty-three and one-third inches of the waters
of Blackfoot River out of that one hundred fifty inches
of the waters of Blackfoot River decreed to Robert Millan
with a priority date of May 1, 1885, under a decree
dated August 1, 1891 and recorded in Judgment Book No. 1
at pages 107 to 116 of the records of Bingham County,
Idaho, and forty-three and one-third shares of the
capital stock of the Miners Ditch Co., Inc.

Subject to easements and rights of way, reservations in federal patents
and state deeds, to taxes and assessments for the year 1956, and to
any lien or encumbrance assumed, suffered or occasioned by the parties
of the second part.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereto belong-
ing or in anywise appertaining, and the reversion and reversions, remainder and remainders, and 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.

Executed and Delivered in the Presence of
Robert M. King } Albert Hofer [SEAL]
Magdalena Hofer [SEAL]
[SEAL]
[SEAL]

THIS INDENTURE, made this 20th day of September, 1956,
between ALBERT HOFER and MAGDALENA HOFER, husband and wife,

of the County of Bingham, State of Idaho,
the part 103 of the first part and ORRIS R. LINDSAY and LILLY H. LINDSAY,
husband and wife,

of the County of Bingham, State of Idaho, the part 103 of the second part,

WITNESSETH, that the said part 103 of the first part, for and in consideration of the sum of
Eleven Thousand Four Hundred Seventy-eight and no/100----- Dollars
lawful money of the United States of America *

to them in hand paid by the parties of the second part, the receipt whereof is hereby acknowledged,
have granted, bargained, sold, and by these presents, do grant, bargain, sell and 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 the County of Bingham,
State of Idaho, to-wit:



That portion of Lot Four of Section Eight in
Township Three South, Range Thirty-five East
of Boise Meridian, in Idaho, described as follows:
Beginning at the Southeast corner of said Lot Four,
thence West 256 feet, thence North 440 feet, thence
North 50°30' East 348 feet; thence South 651 feet
to the place of beginning; Also that portion of Lot
Two of said Section Eight, described as follows:
Beginning at the center of said Section Eight, thence
North 1375 feet, thence West 505 feet, thence South
50°30' West 1075 feet, thence South 651 feet, thence
East 1300 feet to the place of beginning, together
with all ditches, ditch rights of way, water and
water rights thereunto belonging including particu-
larly forty-three and one-third inches of the waters
of Blackfoot River out of that one hundred fifty inches
of the waters of Blackfoot River decreed to Robert Millan
with a priority date of May 1, 1885, under a decree
dated August 1, 1891 and recorded in Judgment Book No. 1
at pages 107 to 116 of the records of Bingham County,
Idaho, and forty-three and one-third shares of the
capital stock of the Miners Ditch Co., Inc.

Subject to easements and rights of way, reservations in federal patents
and state deeds, to taxes and assessments for the year 1956, and to
any lien or encumbrance assumed, suffered or occasioned by the parties
of the second part.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belong-
ing or in anywise appertaining, and the reversion and reversions, remainder and remainders, and 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 part 103 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 part 103 of the first part, and their heirs, the said premises in the quiet and peaceable
possession of the said part 103 of the second part, their heirs and assigns, against the said part 103
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 part 103 of the first part have hereunto set their hands
and seals the day and year first above written.

Executed and Delivered in the Presence of

Robert Millan

Albert Hofer [SEAL]
Magdalena Hofer [SEAL]

_____ [SEAL]

RECEIVED
JUL 23 2004
By *CB*

229963

BINGHAM COUNTY RECORDER
BLACKFOOT, IDAHO
O.R. NO. 21 FEE 2 DEPT

AFFIDAVIT

'77 SEP 21 AM 9 43

229963

RECORDED AT THE REQUEST OF

BINGHAM TITLE & TRUST CO.

STATE OF IDAHO)

County of Bingham)

: ss.

ORRIS R. LINDSAY, being first duly sworn, deposes and says:

That he was married to LILLY LINDSAY immediately prior to her death and that the Affiant in conjunction with the decedent, held title as husband and wife to the following described property:

A portion of Lots 2 and 4 of Section 8, Township 3 South, Range 35 E.B.M., Bingham County, Idaho, described as:

Beginning at the center of said Section 8; thence N. 1375 feet; thence W. 505 feet; thence S. $50^{\circ}30'$ W. 1075 feet to a point on the E. line of Lot 4 of said Section 8 which is 651 feet N. of the SE corner of said Lot 4; thence S. $50^{\circ}30'$ W. 348 feet; thence S. 440 feet to the S. line of said Lot 4; thence E. along the S. line of Lots 4 and 2 of said Section 8, 1576 feet to the point of beginning.

That the affiant and the above named decedent were married on the 10th day of July, 1947 and affiant is the surviving husband of the decedent and;

That Lilly H. Lindsay died on December 18, 1967, and;

That the affiant has carefully examined all of the decedent's personal

possessions, letters, papers, effects, and belongings and is certain that no will was executed or otherwise declared by the decedent, based not only on affiant's failure to discover a will because affiant was never informed of the decedent never having executed or declared a will and affiant is certain that he would have been consulted or would at least have knowledge of that fact if a voluntary disposition were attempted.

847 accom

430671

BLANCH COUNTY RECORDS
JUL 23 2004
9:00 AM

AFFIDAVIT '34 NOV 22 PM 4 00

RECORDED AT THE REQUEST OF
FIRST AMERICAN TITLE

STATE OF IDAHO)
County of Bingham) ss.

CHRIS R. LINDSAY, of Bingham County, Idaho, being first duly sworn deposes and says:

He was formerly the husband of LILLY E. LINDSAY, of Bingham County, Idaho, to whom he was married July 10, 1947, at Butte, Montana. During his marriage to the said Lilly E. Lindsay, he and affiant received as community property, certain real property consisting of:

That portion of Lot 4 of Section 8, Township 3 South, Range 35 East, B.M., Bingham County, Idaho, described as: Beginning at the SE corner of said Lot 4, thence W. 256 feet; thence N. 440 feet; thence N. 50°30' E. 348 feet; thence S. 651 feet to the place of beginning. ALSO that portion of Lot 2 of Section 8, Township 3 South, Range 35 East, B.M., Bingham County, Idaho, described as: Beginning at the center of said Section 8, thence N. 1375 feet; thence W. 505 feet; thence S. 50°30' W. 1075 feet; thence S. 651 feet; thence E. 1300 feet to the place of beginning.

The interest in said real property was conveyed to the said Affiant and Lilly E. Lindsay, by Warranty Deed, dated September 20th, 1956 from Albert Hofer and Magdalena Hofer, husband and wife, which said deed was recorded October 1, 1956, in Book 94 of Deeds, Page 82, and shown as Instrument No. 49935, records of Bingham County, Idaho.

The said Lilly E. Lindsay died intestate on December 18, 1967, at Bannock Memorial Hospital in Pocatello, Idaho, being at said time a resident of Bingham County, and upon her death title to the aforementioned real property vested in affiant as survivor of said marital community and sole heir of any separate property, and affiant has continued to own, hold, claim and possess the said property as his own, free from all claims of others, and during all of said time he has held the open, notorious, and peaceable possession of said lands, and every part thereof.

Affiant further states Lilly E. Lindsay, there was against her or affiant, and Lindsay, he has paid all of obligations of every kind death of Lilly E. Lindsay.

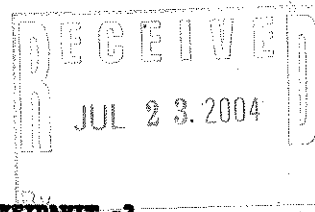
Affiant further states acquainted with the estate held by her at the time of her estate, including the not exceed the sum of \$50, the community property of there is no outstanding in or unpaid by reason of the

No probate proceedings estate of said Lilly E. Lindsay Idaho or elsewhere, and affiant for the purpose of establishing property above-mentioned as claims, inheritance taxes

DATED this 22nd day of

STATE OF IDAHO)
COUNTY OF Bingham) ss.

On this 22nd day of November, 1967, Notary Public of said State LINDSAY, known or identified, subscribed and sworn to the to me that he executed the



BLINHAM COUNTY RECORDER

BLACKFOOT, IDAHO

FIRST AMERICAN TITLE

S&P accoun

300 DEP QUP

'94 NOV 22 PM 4 00

430672

QUITCLAIM DEED
RECORDED AT THE REQUEST OF

FOR VALUE RECEIVED, ORRIS E. LINDSAY, Grantor, hereby conveys, releases, remises and forever quit claims unto ORRIS E. LINDSAY and KATHY J. LINDSAY, husband and wife, whose current address is 442 W. Riverton Road, Blackfoot, Idaho 83221, the following described premises, to-wit:

That portion of Lot 4 of Section 8, Township 3 South, Range 35 East, S.M., Bingham County, Idaho, described as: Beginning at the SE corner of said Lot 4, thence W. 256 feet; thence N. 440 feet; thence N. 50°30' E. 348 feet; thence S. 651 feet to the place of beginning, ALSO that portion of Lot 2 of Section 8, Township 3 South, Range 35 East, S.M., Bingham County, Idaho, described as: Beginning at the center of said Section 8, thence W. 1375 feet; thence W. 505 feet; thence S. 50°30' W. 1075 feet; thence S. 651 feet; thence E. 1300 feet to the place of beginning.

Together with forty-three and one-third (43 1/3) inches of the waters of Blackfoot River out of that one-hundred-fifty (150) inches of the waters of Blackfoot River decreed to Robert Millan with a priority date of May 1, 1885, under a decree dated August 1, 1891, and recorded in Judgment Book No. 1 at pages 107 to 116 of the records of Bingham County, Idaho, and forty-three and one-third (43 1/3) shares of the capital stock of the Miners Ditch Co., Inc.

WHEREAS, the above-described premises has heretofore been owned and held by the Grantor as his sole and separate property and he now desires to convert or transmit the same into the community property of himself and his wife, Kathy J. Lindsay, above-named; he does hereby covenant and agree that henceforth the said premises shall be and remain the community property of himself and his wife, Kathy J. Lindsay, the Grantees above-named.

together with their appurtenances.

DATED this 22nd day of November, 1994.

Orrie R. Lindsay
ORRIS E. LINDSAY

STATE OF IDAHO)
COUNTY OF Bingham) ss.

On this 22nd day of November, in the year 1994, before me a Notary Public of said State, personally appeared ORRIS E. LINDSAY, known or identified to me to be the person whose name is subscribed and sworn to the within instrument, and acknowledged to me that he executed the same.

Charles R. [Signature]
Notary Public for Idaho
Residing at Blackfoot, Idaho
Commission Expires: 11/26/94

430672



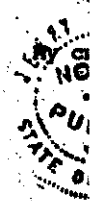
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Supporting Information for Kathy and Orris Lindsey's Water Right No. 27-10296

and each and every year thereafter on same date, amounting to \$5100.00 in notes. It is also authorized and agreed that the parties of the second part assumed and agree to pay one cent on the above described tract of land. The parties of the second part also agree to allow the party of the first part to remove the ~~second~~ mortgage of \$3000.00 and place a larger Mortgage on said described land when interest rates can be lowered, according to the terms and conditions of as written in above certain promissory note of even date herewith given by the said party of the second part to the said part... of the first part, due as herein stated bearing interest at the rate of ... per cent. per annum, interest payable... and the said parties of the second part, further agrees to pay all assessments upon water and all taxes upon the said lands when and as the same shall become due. Time is the essence of this contract and in case of the failure of the said parties of the second part to make either of the payments of principal or interest when due and as specified in said notes or perform any of the covenants on their part to be kept and performed, this contract shall, at the option of the said party of the first part be forfeited and determined and the said parties of the second part shall forfeit all payments made by them on this contract and such payments shall be retained by said party of the first part in full satisfaction and liquidation of all damages by him sustained and he shall have the right to re-enter and take possession of the premises aforesaid.

It is Mutually Agreed, that all the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties hereto.

In Witness Whereof, said parties have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered
in the Presence of: Laurence Thorstenberg
State of Idaho)
County of Bingham) ss.

N. E. Montgomery (Seal)
Nellie G. Montgomery (Seal)

I Do Hereby Certify that on this 11th day of September in the year of 1916, before me Laurence Thorstenberg, Notary Public in and for said county and state, personally appeared N. E. Montgomery and Nellie G. Montgomery 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 at Blackfoot, Idaho, the day and year in this certificate first above written.

My commission expires July 15th, 1918.

Laurence Thorstenberg, Notary Public.

(Seal)

P. M. Fisher, Recorder,
Deputy.

By *Alvin Johnson*

Recorded at the request of
Traugott Hofer, Sept. 12, 1916,
at 9:05 A. M.

No. 10799 Frank Belcher to Lester F. Nielsen.

Articles of Agreement Made this 7th day of August, in the year 1916, between Frank Belcher and Nellie Hoover Belcher, husband and wife of the County of Bingham, State of Idaho, the parties of the first part and Lester F. Nielsen, of the County of Bingham and State of Idaho, the party of the second part.

Witnesseth: That the said parties of the first part hereby covenant and agree that if the said party of the second part shall first make the payments and perform the covenants herein after mentioned on his part to be made, kept and performed, the said parties of the first part will convey and assure to the said party of the second part, on or before October 1, 1916, in fee, from all encumbrances whatever, except as hereinafter stated, by a good and sufficient warranty deed, the following described pieces of land, situate and being in the County of Bingham, State of Idaho, to-wit: The Southwest quarter of the

WARRANTY DEED

Edna W. Miller, formerly Edna
W. Jones, a widow, and John
E. Miller, her husband.

TO

Stanley A. Hill.

Dated- April 21st, 1952-

Consideration- \$1.00-

Recorded- May 8, 1952 at-

1:45 P.M., in Book "81" of Deeds at-

Page 363 of the records of Bingham County, Idaho-

WITNESS:-

Orson Packham

Edna W. Miller

John E. Miller

Acknowledged by Edna W. Miller, formerly Edna W.
Jones, a widow, and John E. Miller, her husband,
April 21st, 1952, before Orson Packham, a
Notary Public for Idaho, residing at Black-
foot, Idaho:- Sealed:- Commission expires
January 30, 1954.

DESCRIPTION and REMARKS

The first parties do hereby grant, bargain, sell, convey and con-
firm unto the second party, his heirs and assigns forever, all the fol-
lowing described land situate in Bingham County, Idaho, to-wit:-

That portion of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 8 in Township 3
South of Range 35 E.B.M., described as follows: Beginning at the North-
west corner of the said SW $\frac{1}{4}$ of the SW $\frac{1}{4}$, thence East 611 feet; thence
South 67°42' West 670 feet, thence North 275 feet to point of beginning;
also, that portion of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 8, said Township
and Range described as follows: Beginning at the Southwest corner of said
NW $\frac{1}{4}$ of the SW $\frac{1}{4}$, thence East 611 feet; thence North 57°42' East 752 feet;
thence North 1029 feet; thence West 1027 feet to the left bank of the
Snake River, thence South 45° West 398 feet; thence South 1040 feet to
the place of beginning. Also, that portion of Lot 4 of Section 8, said
Township and Range described as follows: Beginning at a point 256 feet
West of the Southeast corner of said Lot 4; thence West 534 feet; thence
North 50°30' East 727 feet; thence South 440 feet to the place of begin-
ning, together with the ditch rights-of-way and water rights thereunto
belonging.

To Have and To Hold in the quiet and peaceable possession of the
said second party, his heirs and assigns forever, and the said first
parties will warrant and forever defend.

(BV)

No.57-

WARRANTY DEED

5-1-1945

George Hofer and Clara N.
Hofer, husband and wife

TO

Edna Jones

Dated- May 1st, 1945-

Consideration- \$4,000.00-

Recorded- May 15th, 1945 at-

2:02 P.M., in book "70" of Deeds at-

Page 10 of the records of Bingham County, Idaho-

Witness-

J.H.Andersen

George Hofer

Clara N. Hofer

Acknowledged by George Hofer and Clara N. Hofer, husband
and wife, May 1st, 1945 before J.H.Andersen, a Notary
Public for Idaho, residing at Blackfoot, Idaho-
Sealed- Commission expires Feb. 1, 1946-

DESCRIPTION and REMARKS

The first parties do hereby grant, bargain, sell and convey unto the party of
the second part, her heirs and assigns forever, all the following described property
situated in Bingham County, Idaho.

That portion of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 8, Township 3 South of Range 35
E.B.M., described as follows:

Beginning at the Northwest corner of the said SW $\frac{1}{4}$ of the SW $\frac{1}{4}$, thence East 611
feet, thence South 67°42' West 670 feet, thence North 275 feet to point of beginning.

Also that portion of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 8, said Township and
range, described as follows: Beginning at the Southwest corner of the said NW $\frac{1}{4}$ of
the SW $\frac{1}{4}$, thence East 611 feet, thence North 57°42' East 752 feet, thence North 1029
feet, thence West 1027 feet to the left bank of the Snake River, thence South 45°
West 398 feet, thence South 1040 feet to place of beginning.

Also that portion of Lot 4 of Section 8, said Township and Range, described as
follows: Beginning at a point 256 feet West of the Southeast corner of said Lot,
thence West 534 feet, thence North 50°30' East 727 feet, thence South 440 feet to
place of beginning;

Together with 33-2/3 shares of the capital stock of Miner's Ditch Company.

To Have and To Hold in the quiet and peaceable possession of the said second
party, her heirs and assigns forever, and the said first parties will warrant and
forever defend.

\$4.40 I.R.S. attached and cancelled

BQ

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THE UNITED STATES OF AMERICA

*** **

Fred S. Stevens TO ALL TO WHOM THESE PRESENTS SHALL COME;- GREETING:

WHEREAS, Fred S. Stevens, of Oneida County, Idaho Territory has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Oxford, Idaho Territory, whereby it appears that full payment has been made by the said Fred S. Stevens, according to the provisions of the Act of Congress on the 24th day of April, 1820, entitled, "An Act making further provisions for the Sale of the Public Lands," and the acts supplemental thereto, for the

Lot number 7 and the NW_{1/4} of the NE_{1/4} of Section 18 and the Lot number 1 of Section 17 and the Lot number 5 in Section 8 in Township 3 South of Range 35 E.B.M., in Idaho Territory, containing 139.17 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 was purchased by the said Fred S. Stevens.

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 Fred S. Stevens, 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 Fred S. Stevens 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, Chester A. Arthur, 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, November 17th, 1884.

Recorded in Judgment Book No. 10
U. S. SEAL
Pages 107 to 116, of the records of
Bingham County, Idaho-

BY THE PRESIDENT, Chester A. Arthur
M. McKean, Secretary
S. W. Clark, Recorder of the General Land
Office

Recorded- June 2nd, 1910 at-
3:00 P.M., in Book 31 of Deeds-
at page 218 of the records of-
Bingham County, State of Idaho-

FLB

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3-28-1925-

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WARRANTY DEED

Trangott Hofer and Rosina Hofer, his
wife and Albert Hofer and Magdalena
Hofer, his wife

TO

George Hofer and Clara N.
Hofer, his wife

Dated- March 28th, 1925-

Consideration- \$1.00-

Recorded- May 6th, 1925 at-

10:13 A.M., in Book "43" of Deeds at-

Page 600 of the records of Blinnham County, Idaho-

Trangott Hofer
Rosina Hofer
Albert Hofer
Magdalena Hofer

Acknowledged by Trangott Hofer, Rosina Hofer, Albert Hofer, Mag-
dalena Hofer, April 4th, 1925, before C.S. Peebe, a Notary Public-
of Idaho, Residing at Blackfoot, Idaho. Sealed: Commission-
expires June 11th, 1925-

DESCRIPTION and REMARKS

The parties of the first part do hereby grant, bargain, sell, convey and confirm unto the parties of the second part, and to their heirs and assigns forever, all the following described property situate, lying and being in Blinnham County, Idaho, to-wit:-

That portion of Lot 8 Section 7, Township 3 South of Range 35 E.M., described as follows; Beginning at a point 57°51' East and 547 feet distant from the quarter corner to Sections 7 and 18, township and range aforesaid, running thence North 57°51' east 458 feet, thence North 30°06' east 960 feet to the Northeast corner of said Lot 8, thence South 783 feet, thence South 71° west 912 feet to point of beginning; Also that portion of the Southeast quarter of the SE₄ of Section 7, township and range, as aforesaid; described as follows, Beginning at the Northwest corner of the said SE₄ of the SE₄, thence east 1320 feet, thence South 275 feet, thence South 67°42' west 1414 feet, North 783 feet to place of beginning; Also that portion of the SW₄ of the SW₄ of Section 8, said township and range described as follows; Beginning at the Northwest corner of the said SW₄ of the SW₄, thence east 611 feet, thence South 67°42' west 670 feet, thence North 275 feet to point of beginning; Also that portion of the NW₄ of the SW₄ of said section 8, said Township and range described as follows; Beginning at the southwest corner of said NW₄ of the SW₄, thence East 611 feet, thence North 57°42' East 752 feet, thence North 1029 feet, thence west 1027 feet to the left bank of the Snake River, thence North 45° west 398 feet, thence South 1040 feet to the place of beginning; Also that portion of Lot 4 of Section 8 said township and range described as follows; Beginning at a point 256 feet west of the Southeast corner of said Lot, thence west 534 feet, thence North 50°30' East 727 feet, thence South 440 feet to the place of beginning; in Blinnham County, Idaho. Also 44 shares of stock in the Miners Irrigation Canal Company.

To Have and To Hold in the quiet and peaceable possession of the said second party to their heirs and assigns forever, and the said first parties will warrant and defend.

BB

WARRANTY DEED

Mary Edwards, a widow

TO

J. W. Ezell

Dated- December 21st, 1908-

Consideration- \$140.00-

Recorded- December 21st, 1908 at-

3:30 P.M., in Book "15" of Deeds at-

Page 395 of the records of Bingham County, Idaho-

Witnesses- W.A. Beakley
Charles Edwards

her
Mary X Edwards
mark

Acknowledged by Mary Edwards, a widow, December 21st,-
1908 before William A. Beakley a Notary Public of-
Bingham County, Idaho. Sealed-

DESCRIPTION and REMARKS

The party of the first part does hereby grant, bargain, sell, convey and confirm unto the party of the second part, his heirs and assigns forever, all the following described real property situate, lying and being in Bingham County, Idaho, to-wit:-

An undivided $\frac{1}{2}$ interest representing a right of way for 50 inches of water measured under a four inch pressure through and in the following described ditch, to-wit: Beginning at the dam constructed across Blackfoot River known as the Stevens dam extended through the field of John Kirkpatrick or what is known as the old Barrett field in the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ and Lot 7 of Section 8 in Township 3 South of Range 35 E.B.M., thence through the land of F.S. Stevens being Lot 8 and the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 7 in said Township and Range, thence through the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 13 in Township 3 South of Range 34 E.B.M., to a point about 100 yards North of the Northwest corner of Ezells field (being the land last above described) which said point will be the point of diversion of the water belonging to the first party herein.

To Have and To Hold in the quiet and peaceable possession of the party of the second part, his heirs and assigns forever, and the said first party will warrant and never defend.

(K)

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BL13 pg 395

Mary Edwards,

TO

No. 23870

J. W. Ezell.

This Indenture, made the 21st day of December, in the year of our Lord, one thousand nine hundred and eight, between Mary Edwards, a widow,

of the County of Bingham, and State of Idaho, the part Y of the first part and J. W. Ezell,

on the County of Bingham, and 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 One hundred forty and no/100 (\$140.00) DOLLARS

lawful money of the United States of America to her in hand paid by the said part Y of the second part, the receipt whereof is hereby acknowledged, do by these presents grant, sell, bargain and convey and confirm unto the said part Y of the second part, and to his heirs and assigns forever, all the certain lot piece or parcel of land situate, lying and being in the County of Bingham and State of Idaho, and bounded and described as follows, to-wit:

An undivided one-sixth interest representing a right of way for Fifty inches of water measured under a four (4) inch pressure through and in the following described ditch, to-wit: Beginning at the dam constructed across the Blackfoot river, known as the Stevens' dam extending through the field of John Kirkpatrick or what is known as the old Garrett field in the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ and lot seven (7) of section 8, twp. 3 south, of range 35 E. B. M., thence through the land of F. S. Stevens being lot 8 and SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of section 7, in said township and range, thence through the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of section 13, twp. 3 south of range 34 E. B. M. to a point about 100 yards north of the northwest corner of Ezell's field (being the land last above described) which said point will be the point of diversion of the water belonging to the first party herein.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise 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 thereto incident, unto the said part Y of the second part, and to his heirs and assigns forever, and the said part Y of the first part and her heirs, and the said premises in a quiet and peaceable possession of the said part Y of the second part, his heirs and assigns, against the said part Y of the first part and her 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 part Y of the first part has hereunto set her hand and seal the day and year first above written.

Signed, Sealed and Delivered in the presence of

W. A. Beakley and also witness to

mark Charles Edwards, also witness

Mary X Edwards (SEAL)
mark (SEAL)
(SEAL)
(SEAL)

No. 13.-

The Bingham
Abstract Co. Ltd.

6-16-1916

WARRANTY DEED.

Aurelius W. Thompson and
Mathelda Thompson, his wife.

TO

Charles E. Crawford,

Grantors.

Grantee.

Dated- June 16th, 1916-

Consideration- \$3000.00-

Recorded- June 17th, 1916 at-

11:10 a.m., in book "29" of Deeds at-

Page 494 of the records of Bingham County, Idaho-

Acknowledged- June 16th, 1916 before-

John W. Jones a Notary Public of Bingham County, Idaho- Sealed- Regular-

Witness- John W. Jones-

DESCRIPTION and REMARKS.

Conveys the lot 9, of Section 7 in Township 3 south, of Range 35 E.B.M., in Idaho, containing 48.22 acres, according to the Government survey. Together with all ditches, ditch rights of way and water rights thereto appertaining and belonging and particularly the appropriated and used right of the grantors in and to the waters of Blackfoot River, together with $\frac{1}{2}$ share of the capital stock of the Eastern Idaho Water Company and 60 shares of the capital stock of Miners Irrigation Canal Company, Limited corporations.

The said grantors hereby transfer and quitclaim and release to the said grantee, his heirs and assigns, all the right, title and interest of the said grantors in and to all the adjacent and adjoining unsurveyed lands which are appurtenant to the above described tract and which are subject to the taxes for the year 1916.

AFFIDAVIT

State of Idaho :
County of Bonneville : SS.

John W. Jones, being duly sworn deposes and says; That for upwards of 29 years last past he has resided in Blackfoot, Bingham County, Idaho, and for upwards of 15 years has practiced law at said place; that during the lifetime of Fred A. Stevens he was well acquainted with said Stevens who is described as the grantee from the United States Government for the land described in the Patent abstracted at No. 15, of the annexed abstract which vested title in said Stevens to the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ and Lot 8 in Section 7 in Township 3 South of Range 35 E.B.M., That said Fred A. Stevens was a bachelor and died on or about the 19th day of November, 1891, leaving as his sole heirs his father Fred S. Stevens and his Mother Finetta E. Stevens, and that said Fred A. Stevens died intestate. That without having the estate of Fred A. Stevens probated his said heirs, his father and mother aforesaid, took possession of all of the estate of said deceased, Fred A. Stevens and claimed the same for their own and after taking such possession occupied and improved the same as their estate. That affiant was and is well and personally acquainted with the said Fred S. Stevens and Finetta E. Stevens. That in his capacity of attorney at law affiant has had frequent occasions to advise the said Father and Mother, Fred S. Stevens and wife; that this affidavit is made to accompany abstract of title No. 5025 for land now owned by William A. Clark.

John W. Jones

Subscribed and sworn to before me this 24th day of August, 1917.

(SEAL)

W. H. Stufflebeam, Notary Public of Idaho
Residing at Blackfoot, Idaho

Recorded- August 31st, 1917 at-
1:00 P.M., in Book "D" of Miscellaneous at page 83 of the records of Bingham County, Idaho-

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2-10-1919
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WARRANTY DEED

Charles E. Crowford, and
Cora E. Crowford, his wife

TO

D. A. Jenkins

Dated-February 10th, 1919-

Consideration- \$ 4000.00-

Recorded-March 10th, 1919 at-

4:20 P.M., in Book "37" of Deeds at-

Page 277 of the records of Bingham County, Idaho-

Witness-

N. J. Thorstenberg-

Charles E. Crawford (Seal)

Cora E. Crawford (Seal)

Acknowledged by Charles E. Crawford and Cora E. Crawford, his wife, February 10th, 1919, before N. J. Thorstenberg, a Notary Public of Idaho, Residing at Blackfoot, Idaho. Sealed. Commission expires January 25th, 1921.

DESCRIPTION and REMARKS

The parties of the first part do hereby grant, bargain, sell, convey and confirm unto the party of the second part and to his heirs and assigns forever, the following described property in Bingham County, Idaho.

The lot number 9 of Section 7 in Township 3 South of Range 35 E.B.M., in Idaho, containing 48.22 acres according to Government Survey. Together with all ditches, ditch rights-of-way, and water rights thereto appertaining and belonging, and particularly the appropriated and used right of the grantors in and to the waters of Blackfoot River, together with $\frac{1}{4}$ shares of the capital stock of the Eastern Idaho Water Co. and 60 shares of the Capital stock of Miners Irrigation Canal Company, Limited, corporation.

The said grantors hereby transfer and quitclaim and release to the said grantee, their heirs and assigns, all the rights, titles and interest of the said grantors in and to all of the adjacent and adjoining unsurveyed lands which are appurtenant to the above described tract, and which are riparian or accretion lands.

To Have and To Hold in the quiet and peaceable possession of the said second party, his heirs and assigns forever, and the said first parties will warrant and forever defend.

\$4.00 I.R.S. attached and cancelled.

AO

WARRANTY DEED

J. F. Hamilton, and
Annie A. Hamilton, his wife

TO

N. J. Thorstenberg

Dated-May 20th, 1919-

Consideration- \$ 120.00-

Recorded-April 16th, 1920 at-

2:10 P.M., in Book "40" of Deeds at-

Page 550 of the records of Bingham County, Idaho-

Witness-

F.L.Davis-

John F. Hamilton (Seal)

Annie A. Hamilton (Seal)

Acknowledged by J.F. Hamilton and Annie A. Hamilton, his wife, May 21st, 1919, before F.L. Davis, a Notary Public of Idaho, residing at Sugar City, Idaho. Sealed.-
Commission expires Mar. 27, 1923.

DESCRIPTION and REMARKS

The parties of the first part do hereby grant, bargain, sell, convey and confirm unto the party of the second part and to his heirs and assigns forever, all the following described water right in Bingham County, Idaho.

24 inches of water of the Blackfoot River; being a part of that certain water right of 1000 inches of the date of June 1, 1885, decreed to A. Whitten and Susan E. Whitten, August 1, 1891 in that certain water decree as recorded in Judgment book No. "1" at pages 107 to 116 of the records of Bingham County, Idaho.

To Have and To Hold in the quiet and peaceable possession of the said second party, his heirs and assigns forever, and the said first parties will warrant and forever defend.
50¢ I.R.S. attached and cancelled.

AR

RELEASE OF MORTGAGE

Julius E. Noack

TO

Traugott Hofer and Rosina Hofer, his wife, Albert Hofer and Magdalene Hofer, his wife and George Hofer and Clara Hofer, his wife

Dated- January 8th, 1923-

Consideration- Full Payment-

Recorded- January 13th, 1923 at-

2:42 P.M., in Book "R" of Releases at-

Page 178 of the records of Bingham County, Idaho-

Witness- F.C. Parkinson

Julius E. Noack

Acknowledged by Julius E. Noack, January 8th, 1923 before-
F. C. Parkinson a Notary Public of Idaho, Sealed-Commission expires January 10th, 1923-

DESCRIPTION and REMARKS

That certain Mortgage dated June 12th, 1920 and recorded June 22nd, 1920 in Book "47" at pages 565-567 of the records of Bingham County, Idaho, for the sum of \$2000.00 made by Traugott Hofer and Rosina Hofer, his wife, Albert Hofer and Magdalene Hofer, his wife and George Hofer and Clara Hofer, his wife to Julius E. Noack, and conveying that portion of Lot 3 of Section 7 in Township 3 South of Range 35 E.B.M., in Idaho, described as follows; Beginning at a point North 57° 51' East and 547 feet distant from the quarter corner to Sections 7 and 18 township and Range aforesaid; running thence North 57° 51' East 453 feet; thence North 30° 08' East 960 feet to the Northeast corner of said Lot 8; thence South 783 feet; thence South 71° West 912 feet to the point of beginning; also that portion of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 7; said township and range described as follows; Beginning at the NW corner of the said SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ thence east 1320 feet; thence South 275 feet; thence South 67° 42' West 1414 feet; thence North 783 feet to point of beginning; also that portion of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 8 said township and range described as follows; beginning at the Northwest corner of the said SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ thence East 611 feet; thence South 67° 42' West 670 feet; thence North 275 feet to point of beginning; also that portion of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 8 said Township and Range described as; Beginning at the SW corner of said NW $\frac{1}{4}$ of SW $\frac{1}{4}$ thence East 611 feet; thence North 57° 42' East 752 feet; thence North 1029 feet; thence West 1027 feet to left bank of Snake River; thence South 45° west along said River 398 feet; thence South 1040 feet to point of beginning; Also that portion of Lot 4 of Section 8 said Township and Range described as beginning at the SE corner of said Lot 4; thence West 790 feet; thence North 50° 30' East 1023 feet; thence South 651 feet to the point of beginning, together with other lands in Bingham County, Idaho, Together with 100 inches of water decreed to Robert Millen from Blackfoot River, recorded in book "I" at Page 107 to 116 and dated August 1st, 1891, is hereby released and satisfied in full.

DEED

THIS INDENTURE, Made February 2nd, 1926, between Lorenzo R. Thomas and Lillian E. Thomas, his wife of Bingham County, Idaho, first parties, and George Hofer of Bingham County, Idaho, second party.

Witnesseth, that the said first parties, for and in consideration of the sum of \$200.00 to them in hand paid by the said second party, the receipt whereof is hereby acknowledged, do by these presents, grant, sell, bargain and convey and confirm unto the said second party and to his heirs and assigns forever, all that certain water in Bingham County, Idaho, and described as follows, to-wit:-

10 inches of the water of Blackfoot River as decreed to James G. Welch.

To Have and To Hold, all and singular the said water, together with privileges thereto incident unto the said second party and to his heirs and assigns forever, and the said first parties and their heirs and the said water in a quiet and peaceable possession of the said second party, his heirs and assigns against the said first parties 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 first party have hereunto set their hands and seals the day and year first above written. 50¢ I.R.S. attached and cancelled.

Witness- Mary Rowland

Lorenzo R. Thomas
Lillian E. Thomas

Acknowledged by Lorenzo R. Thomas and Lillian E. Thomas, -
February 3rd, 1926 before J. H. Andersen a Notary Public
of Idaho, Residing at Blackfoot, Idaho. Sealed- Commis-
sion expires February 2nd, 1930-

Recorded- February 6th, 1926 at-
2:55 P.M., in Book "48" of Deeds-
at Page 508 of the records of-
Bingham County, State of Idaho-

B15

BD