

No.41-

4-6-1937

WARRANTY DEED

George Hofer and Clara
N. Hofer, husband and wife

TO

Acil M. Wright

Dated- April 6th, 1937-

Consideration- \$32.00-

Recorded- December 2nd, 1937 at-

2:49 P.M., in Book "61" of Deeds at-

Page 109 of the records of Bingham County, Idaho-

Witness- Lorenzo R. Thomas

George Hofer
Clara N. Hofer

Acknowledged by George Hofer and Clara N. Hofer, husband and wife, April 6th, 1937 before Lorenzo R. Thomas, a Notary Public for Idaho, residing at Blackfoot, Idaho. Sealed- Commission expires June 10th, 1939-

DESCRIPTION and REMARKS

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

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

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 parties will warrant and forever defend.

50¢ I. R. S. attached & Cancelled.

(B/L)

Lineage for 2 inches of the James G. Welch decree for the property owned by Dallen Worthington.

George Hofer deeds 2 of the 10 inches of the James Welch Decree to Acil Wright.

Deeds are also available showing 2 in. deeded to LDS Church, 6 in. remain with property.
(Jones, now Stan Hill)

WARRANTY DEED

THIS DEED BEING MADE the 10th day of January in the year of our Lord one thousand nine hundred and twenty-six between Lorenzo R. Thomas and William E. Thomas, husband and wife of the County of Blaine and State of Idaho, the parties of the first part, and George Hofer of the County of Blaine and the State of Idaho, the party of the second part.

WITNESSETH That the said parties of the first part, for and in consideration of the sum of Two Hundred and no/100 DOLLARS, lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, 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 that certain water in the County of Blaine and State of Idaho, and described as follows, to-wit:

Ten 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 privilege therein incident unto the said party of the second part, and to his heirs and assigns forever, and the said parties of the first part and their heirs, and the said water in a quiet and peaceable possession of the said party of the second part, his heirs and assigns, against the said parties of the first part and their heirs and against all and every person and persons whomsoever, lawfully claiming or to claim the same shall and will warrant and by these presents forever defend.

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

Lorenzo R. Thomas (Seal)
William E. Thomas (Seal)

STATE OF IDAHO,
County of Blaine.

I, J. H. Andersen, Notary Public in and for said County and State, personally appeared Lorenzo R. Thomas and William E. Thomas known to me to be the persons whose names are subscribed to the within and foregoing 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 first above written.

My Commission expires February 2, 1930
J. H. Andersen, Notary Public, Residing at Blackfoot, Idaho.
Respect of my Request of George Hofer, Feb. 6, 1926 at 2:55 p. m.
Deputy H. A. Hansen, Recorder

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

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

Lorenzo R. Thomas (Seal)
George Hofer (Seal)
William E. Thomas (Seal)

STATE OF IDAHO,
County of Blaine.

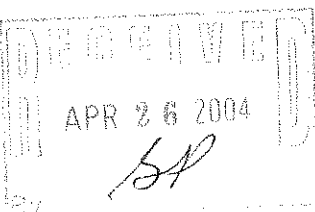
I, J. H. Andersen, Notary Public in and for said County and State, personally appeared George Hofer and William E. Thomas, husband and wife known to me to be the persons whose names are subscribed to the within and foregoing instrument and acknowledged to me that they executed the same.

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

My Commission expires February 2, 1930
J. H. Andersen, Notary Public, Residing at Blackfoot, Idaho.
Respect of my Request of George Hofer, Feb. 6, 1926 at 2:55 p. m.
Deputy H. A. Hansen, Recorder

Recorded at the request of J. H. Andersen, Notary Public, February 6, 1926 at 2:55 p. m.
H. A. Hansen, Recorder

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



2 Feb 1926 L. R. Thomas deeds 10 inches of the 40 inches to George Hofer.

WARRANTY DEED

THIS DEED BEING MADE the 24 day of February in the year of our Lord one thousand nine hundred and twenty-six between Lorenzo R. Thomas and William E. Thomas, husband and wife of the County of Blaine and State of Idaho, the parties of the first part, and George Hofer of the County of Blaine and the State of Idaho, the party of the second part.

WITNESSETH That the said parties of the first part, for and in consideration of the sum of Two Hundred and no/100 DOLLARS, lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, 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 that certain water in the County of Blaine and State of Idaho, and described as follows, to-wit:

Ten 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 privilege therein incident unto the said party of the second part, and to his heirs and assigns forever, and the said parties of the first part and their heirs, and the said water in a quiet and peaceable possession of the said party of the second part, his heirs and assigns, against the said parties of the first part and their heirs and against all and every person and persons whomsoever, lawfully claiming or to claim the same shall and will warrant and by these presents forever defend.

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

Lorenzo R. Thomas (Seal)
William E. Thomas (Seal)

STATE OF IDAHO,
County of Blaine.

I, J. H. Andersen, Notary Public in and for said County and State, personally appeared Lorenzo R. Thomas and William E. Thomas known to me to be the persons whose names are subscribed to the within and foregoing 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 first above written.

My Commission expires February 2, 1930
J. H. Andersen, Notary Public, Residing at Blackfoot, Idaho.
Respect of my Request of George Hofer, Feb. 6, 1926 at 2:55 p. m.
Deputy H. A. Hansen, Recorder

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

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

Lorenzo R. Thomas (Seal)
George Hofer (Seal)
William E. Thomas (Seal)

STATE OF IDAHO,
County of Blaine.

I, J. H. Andersen, Notary Public in and for said County and State, personally appeared George Hofer and William E. Thomas, husband and wife known to me to be the persons whose names are subscribed to the within and foregoing 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 first above written.

My Commission expires February 2, 1930
J. H. Andersen, Notary Public, Residing at Blackfoot, Idaho.
Respect of my Request of George Hofer, Feb. 6, 1926 at 2:55 p. m.
Deputy H. A. Hansen, Recorder

Recorded at the request of J. H. Andersen, Notary Public, February 6, 1926 at 2:55 p. m.
H. A. Hansen, Recorder

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

Apr 26, 1938

6 inches of George Hofer's 10 inches is deeded to Owen Harry Jones with property
Current Owner: Stan Hill.

WARRANTY DEED

1849

THIS DEED is made this 10th day of April in the year of our Lord and of the Independence of the United States of America, the 62nd, between George Hofer and Clara M. Hofer husband and wife of the first part, and Owen Harry Jones husband and wife of the second part, all of the County of Bingham, State of Idaho, for and in consideration of the sum of \$100.00 and other valuable considerations to them in hand paid by the said part 1st, the receipt of which is hereby acknowledged, do hereby grant, sell, bargain and convey unto the said part 2nd, and to their heirs and assigns, all the certain lot, piece or parcel of land situate, lying and being in the County of Bingham, State of Idaho, and bounded and described as follows, to-wit:

That portion of Lot Eight, Section Seven, Township Three, South Range Thirty-five of the Boise Meridian, described as follows:

beginning at a point North 57 degrees 51 minutes East and 547 feet distance from the corner to sections seven and eighteen, Township and Range aforesaid; thence North 57 degrees 51 minutes East 453 feet, thence north 30 degrees 45 minutes east 948 feet to the northeast corner of said lot eight, thence south 71 degrees 71 degrees west 912 feet to point of beginning.

Also that portion of the Southeast quarter of the South east quarter of Section Seven, Township and Range aforesaid; described as follows:

beginning at the Northwest corner of the said Southeast quarter of the South-east quarter, thence east 1320 feet, thence south 275 feet, thence south 57 degrees 45 minutes west 1414 feet, north 780 feet, to place of beginning.

Also 6 inches of water and water stock in the central ditch Co. and 6 inches stock in Riverfront Dam Co.

This is a gift deed therefore no I.R.S. are needed.

Together with all and singular the tenements, hereditaments and appurtenances therunto belonging or in anywise appertaining to the same, 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 parties of the second part, and to their heirs and assigns forever, and the said parties of the first part, their heirs, and the said premises in a 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 whomsoever, lawfully claiming or to claim the same, shall and will warrant by these presents forever defend.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals, this 10th day of April 1938.

WITNESSES AND DELIVERED IN THE PRESENCE OF
George Hofer
Clara M. Hofer
J. V. Turpin

STATE OF IDAHO, ss:
County of Bingham
I, J. H. Falk, Clerk of the District Court, Bingham County, do hereby certify that the within and foregoing instrument, and acknowledged to me to be the persons whose names are subscribed to the within and foregoing 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 in Bingham County, Idaho, the day and year first above written.
J. H. Falk, Clerk of the District Court, Bingham County, Idaho
My commission expires 1939.

Recorded at the request of George Hofer, May 10, 1938 at 5:00 P. M.
J. H. Falk
Recorder.
By J. V. Turpin
Deputy Recorder.

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By

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BY:

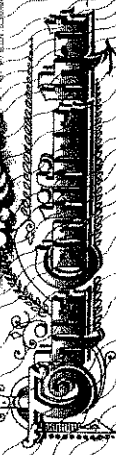
INCORPORATED UNDER THE LAWS OF
IDAHO

\$2.50 Per Share



CENTRAL DITCH COMPANY

1,000 Shares Authorized



Stanley will *is the owner of*
Shares of the Capital Stock of

CENTRAL DITCH COMPANY

transferred to the Books of the Corporation in surrender
of this Certificate properly endorsed

In Witness Whereof the said Corporation has caused this Certificate to be
signed by its duly authorized officers and its Corporate Seal to be hereunto
affixed this *Eleventh* day of *March* A.D. 19 *70*

Stanley M. Will *Secretary*

SECY.

CBI

Hill 126056.6 108-1

INCORPORATED UNDER THE LAWS OF
THE STATE OF IDAHO

No 240

Shares 6373

MINERS DITCH COMPANY, Inc.

CAPITAL STOCK \$100.00

This certifies that

Stanley Hill

is the owner of

Shares of the Capital Stock of

MINERS DITCH COMPANY, Inc.

amounting to and in the sum of the number of the shares hereby ordered

from the company in accordance with the certificate properly endorsed

In Witness Whereof

Stanley Hill

President

CM

The Bingham Abstract Co. Ltd.

W.B.

AGREEMENT

Office Blackfoot, Idaho,
June 19/94

We and each of us hereby agree and acknowledge that we have no right under our lease from Welch, or any other source to interfere with the flow of Wm. Kirkpatrick's 100 inches of water in the Miner's Ditch.

W.H. Danilson Jr.

J. T. Danilson

MEMORANDUM OF AGREEMENT

Memorandum of agreement between James G. Welch, the first party, and William Kirkpatrick, the second party:

Whereas, said parties have had some dispute and disagreement as to their relative rights in and to that certain canal or ditch, known as the Miner's Ditch, situate near the Town of Blackfoot, Bingham County, Idaho, and diverting water from the Blackfoot River:

And whereas both parties are desirous of making amicable adjustment of all matters pertaining thereto, and of avoiding litigation, now, this memorandum witnesseth, that in consideration of the premises and as an absolute settlement of all dispute relating to said ditch, it is mutually recognized and agreed that the said Kirkpatrick, second party, has a right to and ownership in said ditch and the dam at the head of the same sufficient for the diversion and conveyance of 100 inches of water, measured under a four inch pressure at the head of the said Kirkpatrick's private ditch, from the head of said Miner's Ditch through the same to a point there on near the Utah & Northern R.R. Track where said Kirkpatrick's said private ditch now branches off from said Miners Ditch, said right dating from 1881 and that the said Welch, the second party has the right to and is the sole owner of the remainder of said Miners Ditch including said dam and all other appurtenances thereof, and each party hereto forever renounces all claim to that portion of said ditch herein recognized as belonging to the other party.

It is further agreed that the expenses of keeping said Miners Ditch and dam in repair shall be shared by the parties hereto in proportion to their respective interests.

And it is further agreed as a part hereof that in the spring and fall when the second party does not need his said 100 inches of water for agricultural and domestic purposes he will permit the first party to use the same for mining purposes. Dated at Blackfoot, June 19, 1894.

Witness-

F.S. Dietrich

Recorded-March 9th, 1920 at-
3:00 P.M. in book "D" of Miscellaneous at page 527 of the records of Bingham County, Idaho.

James G. Welch
William Kirkpatrick

MICROFILMED

NOV 12 1992

(B1)

39.1896

James Welch to W. A. Caughauour

This indenture made this ninth day of March in the year of our Lord eighteen hundred and ninety six. Between James Welch of Payette Canyon County, Idaho, party of the first part and W. A. Caughauour of Payette Canyon County, Idaho, party of the second part.

Witnesseth; That the said party of the first part for and in consideration of the sum of Twenty thousand (\$20,000) Dollars lawful money of the United States of America, to him no hand paid by the said party of the second part, receipt whereof is hereby acknowledged, does by these presents devise release and forever quit claim unto the said party of the second part, and to his heirs and assigners forever, all those certain pieces or parcels of land, situated in the County of Bingham, State of Idaho, and bounded and particularly described as follows, to-wit:

Commencing at a stake about three thousand (3,000) feet from the Range line, between Ranges thirty-four (34) and thirty-five (35), East of Boise Meridian, on the East bank of the Snake River running in a Southwesterly direction and following the meanderings of said River, twelve thousand (12,000) feet across section seven (7) in Township three (3) South of Range thirty-five (35) East, and sections thirteen (13) and fourteen (at the Southwest corner. Thence 14) in Township three (3) South of Range thirty-four (34) East, to a stake at the Northwest corner. Thence in a Southeasterly direction six hundred (600) feet, to a stake in a Northeasterly direction across section twenty-three (23), twenty-four (24) and thirteen (13) IN township, three (3) South of Range thirty-four (34) East, and eighteen (18), seventeen (17) and seven (7), in Township three (3) South of Range thirty-five (35) East, to a stake at the Northeast corner. Thence in a Northeasterly direction, six hundred feet (600), to the point of beginning containing one hundred and sixty acres, more or less. Situated in the Blackfoot Mining District in Bingham County, State of Idaho, together with all ditches, surveys and water rights and locations pertaining to the above described Placer Mining Claims, and known by the name of Woodruff Bar. Also that certain "Placer Mining Claim", known as the Last Chance situated in Blackfoot Mining District in Bingham County, State of Idaho and particularly described as follows. Beginning at a point one hundred and thirty (130) feet South of the Northeast corner of section thirteen (13) Township three (3) South, Range thirty-four (34) East of Boise Meridian. Thence running Southwesterly along the Southeast boundary line of the "Woodruff Bar" claim six thousand (6,000) feet. Thence due South twelve hundred (1,200) feet: thence Northeast parallel to the first named line six thousand (6,000) feet to a point on the East line of said section thirteen (13): thence due North twelve hundred (1,200) feet to the place of beginning. Record of Notice of Location is found on page 80 of Book "D" of the Mining Location Records of said county of Bingham, State of Idaho.

Also that certain Placer Mining Claim known as the "Warrens Bar" commencing at the Northwest corner stake of "Woodruffs Bar" running thence one thousand yards Easterly along the bank of the Snake River; thence South four hundred (400) yards; thence West one thousand (1,000) yards; thence North four hundred (400) yards to the place of beginning. Also all water rights and privileges belonging to the said parties of the first part for carrying water from the Blackfoot River to and upon said Mining ground together with all the water, ditches, flumes and dams of same and by which said water is carried and conveyed upon same, and all appurtenances of every name, nature

407.9 ac⁺

B2

and description thereunto belonging or no any wise thereunto appertaining. Together with all and singular the ____ here ____ and appurtenances in any wise appertaining.

To have and to hold, the said premises, together with the appurtenances and privileges thereunto incident unto the said party of the second part and his heirs and assigners, forever.

In witness whereof, I have thereunto set my hand and seal the day and year first above written.

James Welch



THE UNITED STATES OF AMERICA.

Deseret Lands To All to Whom these Presents shall come Greeting:
Certificate No.1401

WHEREAS, Fred S. 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 Fred S. Stevens, according to the provisions of the Act of Congress of 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

NW¹ of the SW¹ of section 8 in township 3 south of range 35 E.B.M., containing 40 acres, according to the Official Plat of the Survey of the said Lands returned to the General Land Office by the Surveyor General, which said Tract has been purchased by the said 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 Theodore Roosevelt, President of the United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

Given under my hand, at the City of Washington November 27th, 1905.

U. S. Seal-

By the President, T. Roosevelt,
By F.M. McKean, Secretary
C.H. Brush, Recorder of the General Land Office.

Recorded -December 14th, 1905 at-
2:20 P.M. in book "1" of Deeds at-
Page 50 of the records of Bingham County, Idaho-



MORTGAGE

May 20-1907

R. C. Louder and Elizabeth
A. Louder, husband and wife

TO

Fred S. Stevens and Finette
Stevens, husband and wife

Dated- May 20th, 1907-

Consideration- \$2200.00-

Recorded- May 20th, 1907 at-

1:30 P.M., in Book "V" of Mortgages at-

Page 177 of the records of Bingham County, Idaho-

R. C. Louder

Elizabeth A. Louder

Acknowledged by R.C. Louder and Elizabeth A. Louder, husband-
and wife, May 20th, 1907 before A.T. Ryan, a Notary Public-
of Bingham County, Idaho. Sealed-Wife separately examined-

DESCRIPTION and REMARKS

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

The Lots 1, 2, 4 of Section 8 in Township 3 South of Range 35 E.B.M., Idaho, except beginning at a point North line of said Section 8, 10 feet West of the Northwest corner of the NE $\frac{1}{4}$ of said Section 8, thence South 44°20' West 1872 feet; thence West 500 feet; thence South 50°30' West on a right line to east and west center line of Section 8, 2100 feet west of the center of said section; thence west 230 feet to Snake River; thence Northeasterly along the bank of said River with its meanderings to the North line of said section 8; thence East 485 feet to beginning; The tract conveyed containing 105.94 acres. Also all that part of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 8 lying North of the Miners ditch, containing 39 acres, more or less; also that part of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 7 in township and Range aforesaid; lying North of the Miners Ditch, containing 20 acres; also beginning at the NE $\frac{1}{4}$ corner of Lot 8 said Section 7, thence South 30°6' West 960 feet; thence South 57°51' West to Miners Ditch; thence Northeast along said ditch to east line of said Lot 8; thence North to beginning, containing 20 acres.

This conveyance is intended as a mortgage to secure the payment of one promissory note for \$2200.00 due May 20th, 1912 with interest at 7% per annum, interest payable annually at Blackfoot, Idaho.

RELEASED ON THE MARGIN OF WHICH THE FOLLOWING IS A COPY

(OVER)

FLB

9

RECEIVER'S RECEIPT.

The United States of America,
By George A. Robethan, Receiver. TO Aurelius W. Thompson,
Grantor, Grantee.

Dated- June 7th, 1907-
Consideration- \$48.22-
Recorded- August 17th, 1907 at-
12:30 p.m., in book "2" of Deeds at-
Page 469 of the records of Bingham County, Idaho-

No Acknowledgment-

DESCRIPTION and REMARKS.

Receipt for final payment and proof and cultivation and settlement
on the lot 9 in section 7 in township 3 south of range 35 E.2.N., con-
taining 48.22 acres.

1-47E 1-48 Corbett Slough
27-3, 37, 10543 Jan Hill

1940: Metsker plat L-9 May J. Brown 48.22 Ac.

(G)

A3

MORTGAGE.

8-17-1907

A. S. Thompson and
Mathilda Thompson, his wife
Grantors,

TO

T. D. Brown

Grantee.

Dated- August 17th, 1907-

Consideration- \$400.00-

Recorded- August 17th, 1907 at-

3:05 p.m., in book "V" of Mortgages at-

Page 246 of the records of Bingham County, Idaho-

Acknowledged- August 17th, 1907 before-
A. F. Ryan a Notary Public of Bingham-
County, Idaho- Sealed- Regular-

Witness- A. F. Ryan-

Due on or before 3 years-Interest 10%-

per annum- Payable annually at Blackfoot, Idaho-

DESCRIPTION and REMARKS.

L-9 Sec 7; T3S, R35E. Containing 48.22 acres.

Conveys the lot 9 in section 7 in township 3 south of range 35 E.
T.3S. in Idaho, containing 48.22 acres, with all ditches, ditch rights
of way and water rights thereto belonging or in any way appertaining
and particularly 50 inches of lateral water right in the "Blackfoot River"
lots 1 and 2 in block 5 of "Millersville Addition" with the lot of "1/2 of lot
3" conveyed, plotted and recorded.

In the last described property the mortgage is subject to a mortgage
of \$100.00 given by the grantors herein to the grantee herein.

RELEASED ON THE MARGIN OF WHICH THE FOLLOWING IS A COPY:-

L-4 & L-5

I hereby certify that this mortgage and
the indebtedness secured thereby is fully
paid, satisfied and discharged.

T. D. Brown

Signed and acknowledged before me this 24 day of March, 1908

N. B. Curtis

County Recorder

(H)

A4

IN THE PROBATE COURT OF BINGHAM COUNTY, STATE OF IDAHO.

In the Matter of the Estate :
of Robert Millen, deceased. :

CONFIRMATION OF SALE

James Millen, administrator having filed in this Court a return of the property hereinafter described, and after due notice as required by law, an order of Court entered herein on October 2nd, 1908, coming on regularly to be heard and it appearing that due and legal notice of the sale was posted in three public places of Bingham County, Idaho and published in the Blackfoot Optimist, a newspaper published in said County for two weeks, successively, next before the day on which sale was to be made, that Fred S. Stevens having bid \$200.00 for a portion of said property and Mary Drew having bid \$200.00 for a portion of said property, said administrator on October 2nd, 1908 accepted said bids; that said sale was legally made and fairly conducted and a sum exceeding said bid at least 10% exclusive of expenses of a new sale cannot be obtained; and \$400.00 is more than 90% of the appraised value of said real estate, and said administrator in all things proceeded and managed said sale as by the Statute in such cases made and provided.

It is hereby ordered, adjudged and decreed that the said sale of the property hereinafter described, be and the same is hereby confirmed, approved and declared valid, and the property and legal conveyances of said property are hereby directed to be executed to the said Fred S. Stevens and said Mary Drew by said administrator as follows: to the said Fred S. Stevens 100 inches of the decreed water right of the 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 Mary Drew 50 inches of the decreed water right of the 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.
Dated this 15th day of October, 1908.

Seal.

Karl S. Packrell, Judge of said
Probate Court.

Certificate of Karl S. Packrell hereto attached.

Recorded- October 15th, 1908 at-
11:00 A.M. in book "C" of Miscellaneous at-
Page 101 of the records of Bingham County, Idaho-

B5

(I)

ADMINISTRATOR'S DEED

THIS INDENTURE, Made October 15th, 1908, by and between James Millen, the duly appointed, qualified and acting administrator of the estate of Robert Millen, deceased first party and Fred S. Stevens, second party.

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 first party to sell certain real estate belonging to the said estate, situated in Bingham County, Idaho, and under and by virtue of said order of sale, said first party heretofore sold said real estate subject to confirmation of the said Probate Court, to the second party for \$200.00. And whereas, said court did on October 15th, 1908, make an order confirming said sale and directing conveyance to be executed to the second party, a certified copy of which order of confirmation was recorded in the office of the County Recorder of Bingham County on October 15th, 1908 in Book "C" of Miscellaneous records page 101 thereof, and which said order of confirmation now on file and of record in the said Probate Court.

NOW THEREFORE, the said James Millen, administrator of the estate of Robert Millen deceased, the first party pursuant to the order last aforesaid, of the said Probate Court, for and in consideration of \$200.00, to him in hand paid by the second party, the receipt whereof, is hereby acknowledged does grant, bargain, sell and convey unto the 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:-

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 second party, his heirs and assigns forever.

IN WITNESS WHEREOF, the first party, administrator as aforesaid, has hereunto set his hand the day and year first above written.

James Millen, Administrator of the estate
of Robert Millen, deceased

Acknowledged by James Millen, administrator of the estate of Robert Millen-deceased, October 30th, 1908 before John W. Jones, a Notary Public in-and for Bingham County, Idaho. Sealed- Commission expires July 10, 1909-

Recorded- November 4th, 1908 at-
10 A.M., in Book "12" of Deeds-
at page 4 of the records of-
Bingham County, State of Idaho-

(J)

JUN

8

THE UNITED STATES OF AMERICA

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 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

Lots numbered 1, 2 and 4 of Section 8 in Township 3 South of Range 35 E.B.M., in Idaho, containing 105 acre and 94 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 was 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 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 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, July 21st, 1909.

U. S. SEAL

BY THE PRESIDENT, William McKinley
 F. M. McKean, Secretary
 C. H. Bush, Recorder of the General Land Office.

Recorded- June 1st, 1910 at-
 1:32 P.M., in Book "I" of-
 Deeds at page 217 of the re-
 cords of Bingham County, Idaho-

GL 1 in NWNE
 GL 2 " SENW
 GL 4 " SWNW
 T35, R35E

(L)

MO. 8-

No. 10-

WARRANTY DEED

Fred S. Stevens and Finetta E.
Stevens, husband and wife

TO

Richmond C. Lowder

Dated- May 20th, 1910-

Consideration- \$2500.00-

Recorded- June 18th, 1910 at-

3:50 P.M., in Book "18" of Deeds at-

Page 516 of the records of Bingham County, Idaho-

Witness- F.C. Parkinson-

Fred S. Stevens

Finetta E. Stevens

Acknowledged by Fred S. Stevens and Finetta E. Stevens-
husband and wife, June 18th, 1910 before F.C. Parkinson-
a Notary Public of Bingham County, Idaho. Sealed-

DESCRIPTION and REMARKS

The parties of the first part do 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:-

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° 51' East and 547 feet distant from the quarter corner of Section 7 and 18 Township and Range aforesaid; running thence North 57° 51' East 453 feet; thence North 30° 6' 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 SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 7 said Township and Range described as follows; Beginning at the Northwest 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 Southwest 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 the left bank of Snake River; thence South 45° 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° 30' East 1023 feet; thence South 651 feet to the point of beginning, together with other lands in Bingham County, Idaho. Together with all ditch rights or rights of way thereto belonging or in anywise appertaining to said land, also 100 inches of the waters of the Blackfoot River from the Water decreed to Robert Millen in that certain Judgment Dated August 1st, 1891 and recorded in Judgment Book "I" at pages 107 to 116.

To Have and To Hold in the quiet and peaceable possession of the party of the

No. 11-

MORTGAGE

Richmond C. Lowder and Elizabeth
A. Lowder, his wife

TO

J. K. Mullen

Dated- June 13th, 1910-

Consideration- \$3,000.00-

Recorded- June 18th, 1910 at-

3:55 P.M., in Book "X" of Mortgages at-

Page 418 of the records of Bingham County, Idaho-

Richmond C. Lowder
Elizabeth A. Lowder

Acknowledged by Richmond C. Lowder and Elizabeth A. Lowder-
his wife, June 17th, 1910 before F.C. Parkinson a Notary-
Public of Bingham County, Idaho. Sealed-

L 8 in SWSE

DESCRIPTION and REMARKS

The parties of the first part do hereby grant, bargain, sell and convey 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:-

That portion of Lot 8 in Section 7 in Twp. 3 South of Range 38 E.B.M., described as beginning at a point North 57°51' East and 547 feet distant from the quarter corner of said section 7 and 18 in Township & Range aforesaid; running thence North 57°51' East 453 feet; thence North 30°6' East 950 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 SE₄ of the SE₄ of Section 7 said Twp. & Range, described as beginning at the Northwest corner of said SE₄ of SE₄ thence East 1320 feet; thence South 275 feet; thence South 67°42' west 1414 feet; thence North 783 feet to the point of beginning; also that portion of the SW₄ of the SW₄ of said Section 8, said Twp. & Range described as beginning at the Northwest corner of the SW₄ of the SW₄, thence East 611 feet; thence South 67°42' west 670 feet; thence North 275 feet to the point of beginning; also that portion of the NW₄ of the SW₄ of Section 8, said Twp. & Range described as beginning at the southwest corner of the NW₄ of 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 Snake River; thence south 45° west along said river 698 feet; thence South 1040 feet to the point of beginning; also that portion of Lot 4 of Section 8 said Twp. & Range described as beginning at the southeast 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 all ditch rights or rights of way thereto belonging or in anywise appertaining to said land; also 100 shares of the waters of the Blackfoot River from the water decreed to Robert Millen in that certain judgment dated August 1st, 1891 and recorded in Judgment book "I" at pages 107 to 116.

This conveyance is intended as a mortgage to secure the payment of one promissory note for \$3,000.00 due 5 years from date hereof with interest at 8% per annum, Mortgagors have option to repay debt in 3 years or at any interest paying date thereafter.

12-29-1911

MORTGAGE

Richmond C. Lowder, and Elizabeth
A. Lowder, his wife

TO

Esther Cook, Harriet Telford and
Mary E. Wilde

Dated- December 29th, 1911-

Consideration- \$489.90-

Recorded- December 30th, 1911 at-

9:10 A.M., in Book "32" of Mortgages at-

Page 83 of the records of Bingham County, Idaho-

Witness- F. V. Powers
Irene M. Ward

Richmond C. Lowder
Elizabeth A. Lowder

Acknowledged by Richmond C. Lowder, and Elizabeth A. Lowder-
his wife, December 29th, 1911 before F. V. Powers, a Notary-
Public of Bingham County, Idaho. Sealed-

DESCRIPTION and REMAINS

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

The NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 7, and Lots 1, 2, and 4 and the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 8 in Township 3 South of Range 36 E.B.M., containing 120 acres. Together with all water right thereunto belonging the same being 100 inches in Miner's Ditch. Recorded in Book "I" of Judgments pages 107 and 116 to which reference is hereby made.

This conveyance is intended as a mortgage to secure the payment of one promissory note for \$489.90 due on or before June 1st, 1912 with interest at 7% per annum, payable quarterly-

Q

6 5
7 8

4

SWNW

Q shp
165 acres

SENE

EC

No. 12-

MORTGAGE

Richmond C. Lowder and Elizabeth
A. Lowder, his wife

TO

J. E. Mullen

Dated- June 14th, 1915-

Consideration- \$3,000.00-

Recorded- June 28th, 1915 at-

4:50 P.M., in Book "35" of Mortgages at-

Page 112 of the records of Bingham County, Idaho-

Witnesses- D.C. Johnson
F.C. Parkinson

Richmond C. Lowder
Elizabeth A. Lowder

Acknowledged by Richmond C. Lowder and Elizabeth A. Lowder,-
his wife, June 15th, 1915 before F.C. Parkinson a Notary-
Public of Bingham County, Idaho. Sealed-

DESCRIPTION and REMARKS

The parties of the first part do hereby grant, bargain, sell, convey 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:-
Conveys that portion of Lot 8 in Section 7 in Township 3 South of Range 35 E.R.M., described as beginning at a point North 57°51' east and 547 feet distant from the quarter corner of said section 7 and Section 18, running thence North 57°51' East 453 feet; thence North 30°06' East 980 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 SE₄ of the SE₄ of Section 7; said township and range, described as beginning at the northwest corner of said SE₄ of the SE₄ and running thence east 1320 feet, thence South 275 feet, thence South 67°42' west 1414 feet; thence North 783 feet to the point 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 SW₄ of SW₄ and running east 611 feet, thence South 67°42' west 670 feet, thence North 375 feet to the place of beginning, also that portion of the NW₄ of the SW₄ of said Section 8, described as beginning at the southwest corner of the NW₄ of the SW₄ and running east 611 feet, thence North 57°42' east 752 feet, thence North 1029 feet, thence west 1027 feet to the left bank of Snake River, thence South 45° west along said river 398 feet, thence South 1040 feet to the place of beginning, also that portion of Lot 4 in Section 8 above described, described as follows; Beginning at the Southeast corner of said Lot 4 and running 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, thereto belonging or in anywise appertaining and particularly 100 inches of water decreed to Robert Millen from the Blackfoot River recorded in Judgment Book "I" at page 107 to 116 and dated August 1st, 1891.

This conveyance is intended as a mortgage to secure the payment of one promissory note for \$3,000.00 due June 13th, 1920 with interest at 8% per annum, payable annually.

(T)

RELEASE OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS That a certain mortgage dated June 18th, 1910 and recorded June 18th, 1910 in Book "X" of Mortgages at page 418 of the records of Bingham County, Idaho, which was given to secure \$3,000.00 and which is from Richmond C. Lowder and Elizabeth A. Lowder, his wife to J. K. Mullen of the City and County of Denver, State of Colorado, is hereby released, discharged and satisfied in full.

The said mortgage was given upon the following described real estate, being in Bingham County, Idaho, to-wit:- That portion of Lot 8 of Section 7 in Township 3 South of Range 35 E.B., described as follows; Beginning at a point North 57° 51' East and 547 feet distant from the quarter corner of Sections 7 and 18 Township and Range afore-said; running thence North 57° 51' 453 feet; thence North 30° 06' East 900 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 SE₄ of the SE₄ of Section 7 said township and range 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; thence North 783 feet to the point of beginning. Also that portion of the SW₄ of the SE₄ of said Section 8 township and range described as follows; Beginning at the NW corner of said SW₄ of the SW₄ thence East 611 feet; thence South 67° 42' West 670 feet; thence North 275 feet to the point of beginning. Also that portion of the NE₄ of the SE₄ of Section 8 said township and range, described as; beginning at the SW corner of said NE₄ of 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 Snake River, thence South 45° 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° 30' East 1023 ft.; thence South 651 feet to the point of beginning together with other lands in Bingham County, Idaho.

Together with all ditch rights of rights of way thereto belonging or in anywise appertaining to said land; Also 100 inches of water of the Blackfoot River from the water decreed to Robert Mullen in that certain judgment dated August 1st, 1891 and recorded in Judgment Book "I" at pages 107 to 116.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 28th day of August, 1915.

Witness- C.L. Heller
J. J. Dunn

J. K. Mullen

Acknowledged by J. K. Mullen, August 28th, 1915 before-
Christian L. Heller, a Notary Public of City and County-
of Denver, State of Colorado. Sealed- Commission expires-
May 28rd, 1917-

Recorded- January 6th, 1923 at-
3:45 P.M., in Book "S" of Re-
leases at page 121 of the re-
cords of Bingham County, Idaho-

(u)

6-16-1916

Mortgage.

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

TO

John G. Brown,

Grantor,

Grantee.

Dated- June 16th, 1916-

Consideration- \$1500.00-

Recorded- June 17th, 1916 at-

11:14 a.m., in book "34" of Mortgages at-

Page 611 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-

Due 8 years- Interest 8% per annum-

Payable annually at Blackfoot, Idaho-

DESCRIPTION and REMARKS.

Conveys the lot 9 of Section 7 in Township 3 south of Range 35 E.S. 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 $\frac{1}{4}$ 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. Together with all the right, title and interest of the 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.

Said note or any part thereof may be paid on any interest-paying date after 3 years from the date hereof; 30 cents I.R.S. attached to note and cancelled.

(Y)

BOND FOR DEED

January 2nd beginning January 1st, 1916 and each and every year thereafter on some day according to \$1200.00 in notes. It is understood and agreed that the parties of the second part herein can agree to pay and contain evidence of \$1200.00 to J.K. Millen of Denver, Colo. who shall receive same and payable on the date described tract of

ARTICLES OF AGREEMENT, Made September 11th, 1916 between N. E. Montgomery, of Blackfoot, Bingham County, Idaho, party of the first part and Traugott Hofer, Rosa Hofer, husband and wife and Albert Hofer and George Hofer, of Bingham County, Idaho, party of the second part.

WITNESSETH: That the first party hereby covenants and agrees that if the second parties shall first make the payments and preform the covenants hereinafter mentioned on their part to be made, kept and performed, the said first party will convey and assure to the second parties, in fee simple, free from all incumbrance whatever by a good and sufficient warranty deed, the following lots, pieces or parcels of land, situate and being in the County of Bingham, 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 55 E.B.M., described as follows; Beginning at a point North 57° 51' East and 547 feet distant from the quarter corner to Section 7 and 18 Township and range aforesaid; running thence North 57° 51' East 453 feet, thence North 30° 06' East 980 feet to the Northeast corner of said Lot 8; thence South 783 feet; thence South 71° West 212 feet to point of beginning; also that portion of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 7 of said Township and Range described as follows; Beginning at the Northwest 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 $\frac{1}{4}$, thence East 611 feet, thence South 67° 42' West 670 feet, thence North 275 feet to the 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 Southwest 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 the left bank of Snake River; thence South 45° 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° 30' East 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 Section 8; 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 point of beginning; also that portion of Lot 1 of Section 8 said Township and Range described as beginning at the Northeast corner of said Lot 1; thence West 10 feet, thence South 44° 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 anywise appertaining to said land, also 100 inches of water of the Blackfoot River from the water decreed to Robert Millen in that certain Judgment dated August 1st, 1891 and recorded in Judgment Book at Pages 107 to 116.

The said second parties hereby covenant and agrees to pay to the first party the sum of \$12,000.00 as the purchase price of said real estate, payable in the manner following; \$3,900.00 being represented by Warranty Deed to 40 acres of land, together with all water stock belonging to same, and Nine Promissory note of \$500.00 each and one note of \$600.00 drawing 8% interest annually and payable one note each year on

January 2nd beginning January 2nd, 1918 and each and every year thereafter on same date amounting to \$5100.00 in notes. It is understood and agreed that the parties of the second part assumed and agrees to pay one certain mortgage of \$3,000.00 to J.K.Mullen of Denver Colo, when same shall become due and payable on the above described tract of land. The parties of the second part also agrees to allow the first party to remove the second mortgage of \$3,000.00 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 said second parties to the said first party, due as herein states, bearing interest at the rate of ...% per annum, interest payable and the second parties, further agrees to pay all assessments upon water and all taxes upon the said land when and as the same shall become due.

It is Mutually Agreed, that all the covenants and agreements herein contained shall extend 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.

Witness- Lawrence Thorstenberg

N. E. Montgomery

Nellie G. Montgomery

Acknowledged by N. E. Montgomery and Nellie G. Montgomery, husband and wife, September 11th, 1916, before Laurence Thorstenberg, a Notary Public in and for Bingham County, Idaho. Sealed- Commission expires July 15th, 1918.

Recorded- September 12th, 1916 at 9:05 A.M., in Book "B" of Bonds for Deeds at page 186 of the records of Bingham county, Idaho-

The parties of the second part do hereby acknowledge that they have received of the first party the sum of \$5100.00 in full payment of the mortgage of \$5100.00 to J.K.Mullen of Denver Colo, when same shall become due and payable on the above described tract of land. The parties of the second part also agrees to allow the first party to remove the second mortgage of \$3,000.00 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 said second parties to the said first party, due as herein states, bearing interest at the rate of ...% per annum, interest payable and the second parties, further agrees to pay all assessments upon water and all taxes upon the said land when and as the same shall become due.

ASSIGNMENT

J. K. Mullen

TO

The J. K. Mullen Investment Company
hereinafter called the Assignee

Dated- August 31st, 1918-

Consideration- Sum of

Recorded- June 22nd, 1920 at-

1:04 P.M., in Book "C" of Assignments at-

Page 546 of the records of Bingham County, Idaho-

J. K. Mullen

Acknowledged by J.K. Mullen, August 31st, 1918 before John J.-
Dunn a Notary Public of Denver County, Colorado. Sealed-
Commission expires June 13th, 1920-

DESCRIPTION and REMARKS

The party of the first part herein does hereby assign and set over to the party of the second part, that certain mortgage dated June 14th, 1915 and recorded June 28th, 1915, in Book "35" of Mortgages at page 112, of the records of Bingham County, Idaho, which was given to secure the sum of \$3,000.00 with interest, made and executed by Richmond C. Lowder and Elizabeth A. Lowder, his wife, to J.K. Mullen, and conveyed the following described property, to-wit:-

That portion of Lot 8 in Section 7, in township 3 South of Range 35 E.B.M., described as beginning at a point North 57°51' East and 547 ft. distant from the quarter corner of said Section 7 and Section 18; running thence North 57°51' East 453 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 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 beginning at the Northwest corner of said SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ and running thence east 1320 feet, thence South 275 feet, thence South 67°42' West 1414 feet, thence North 783 feet to the point of beginning, also that portion of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 8, said township and Range, described as follows; Beginning at the Northwest corner of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ and running east 611 feet, thence South 67°42' West 676 feet, thence North 275 feet to the place of beginning, also that portion of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 8 described as beginning at the Southwest corner of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ and running east 611 feet, thence North 57°42' East 752 feet, thence North 1029 feet, thence west 1027 feet to the left bank of Snake River, thence South 45° west along said River 398 ft., thence South 1040 feet to the place of beginning, also that portion of Lot 4 in Section 8 above described, described as follows; beginning at the Southeast corner of said Lot 4 and running 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 all improvements, ditches, ditch rights and rights of way, and water rights there-to belonging or in anywise appertaining, and particularly 100 inches of Water decreed to Robert Millen from the Blackfoot River, recorded in Judgment Book "I" at page 107 to 116 and dated August 1st, 1891.

FILED 18 (AK)

WARRANTY DEED

Richmond C. Lowder and Elizabeth
A. Lowder, his wife

TO

Traugott Hofer and Rosena Hofer, his wife
Albert Hofer and Magdalena Hofer, his
Wife and George Hofer and Clara N.
Hofer, his wife

Dated- December 29th, 1922-

Consideration- \$9750.00-

Recorded- March 5th, 1923 at-

10:08 A.M., in Book "43" of Deeds at-

Page 348 of the records of Bingham County, Idaho-

Witness- W.B.Hardy

Richmond C. Lowder
Elizabeth A. Lowder

Acknowledged by Richmond C. Lowder and Elizabeth A. Lowder,-
his wife, January 5th, 1923 before W.B.Hardy, a Notary-
Public of Idaho, Residing at Rupert, Idaho. Sealed- Com-
mission expires September 20th, 1925-

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 their heirs and assigns forever, all the following described real property situate and being in Bingham County, Idaho, to-wit:-

That portion of Lot 8 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 Section 7 and 18 Township and Range aforesaid; running thence North 57° 51' East 453 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 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 Northwest 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 the 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 the 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 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 Snake River; thence South 45° 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° 30' East 1023 feet; thence South 651 feet to the point of beginning. Together with other lands in Bingham County, Idaho, 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, page 107 to 116.

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 parties will warrant and defend the title to the above described premises, attached and cancelled. 23

QUITCLAIM DEED

N. E. Montgomery and Nellie
Montgomery, his wife

TO

Traugott Hofer

Dated- January 10th, 1923-

Consideration- \$1.00-

Recorded- March 5th, 1923 at-

10:06 A.M., in Book "35" of Deeds at-

Page 546 of the records of Bingham County, Idaho-

Witness- W. Orr Chapman-
J.H.Andersen

N. E. Montgomery
Mrs. Nellie Montgomery

Acknowledged by N.E.Montgomery, January 12th, 1923 before W.Orr-
Chapman, a Notary Public of Idaho, Residing at Twin Falls, -
Idaho- Sealed-

Acknowledged by Nellie Montgomery, January 15th, 1923 before J.-
H.Andersen, a Notary Public of Idaho, Residing at Blackfoot, Idaho-
Sealed-Commission expires August 27th, 1923-

DESCRIPTION and REMARKS

The parties of the first part do hereby demise, release and forever quitclaim unto the party of the second part, and to his heirs and assigns forever, all the following described property situate, lying and being in Bingham County, Idaho, 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°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°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 SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 7; said Township and Range described as follows; Beginning at the Northwest 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 Southwest corner of the 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 Southeast corner of said Lot 4 thence West 790 feet; thence North 50°30' East 1023 feet; thence South 651 feet to point of beginning, together with other lands in Bingham County, Idaho,

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

BA

file Stanley Hill

Rec from Candy High sec of Corbet Slough on 1-22-04

1.2	1894 STANLEY HILL	WILLIAM HALL	1636
5.0	1564 OWEN JONES		

6.2	2142 STANLEY HILL		
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6.5	2785 STANLEY HILL	REPLACE LOST CERTIFICATE	
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4.1	2795 LLOYD DAN STOKES		
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2.4	2816 GENE CUSHMAN
0.4	ADDED FROM VERN PANNEL
2.8	2923 FOR GENE CUSHMAN

4.1	2904 RICHARD STOKES
	VOIDED

1.4	2910 LLOYD DAN STOKES		
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1.3	2911 ANN HILZMAN		
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1.4	2912 DOUG WILLIAMS		
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4.1			
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4.1	PENDING HEATH MADSEN		
	FROM RICHARD STOKES?		