

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

deleg
DC
4-30-03

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
 Incomplete forms will be returned.

Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided, if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
29-2269E	NO				

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

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

If your water right(s) and/or adjudication claim(s) are for ten or more acres of irrigation, you must submit a **USDA Farm Service Agency AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former
Owner/Claimant(s)

Edward B Jolley, Christine M. Jolley
9546 S Marsh Creek Rd, McCammon

4. New Owner/Claimant(s)

Blake and Sharlyn Bullock

Name Connector (Check one): ☐ and, ☐ or, ☒ and/or

New Mailing Address

P.O. Box 2

City, State and ZIP Code

McCammon, ID 83250

New Telephone Number

208 254-3752

5. Date you acquired the property

8-9-01

RECEIVED

APR 24 2003

Department of Water Resources
 Eastern Region

A. U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT SETTLEMENT STATEMENT		B. TYPE OF LOAN: 1. ☐ FHA 2. ☐ FmHA 3. ☒ CONV. UNINS. 4. ☐ VA 5. ☐ CONV. INS.				
		6. FILE NUMBER: P34157			7. LOAN NUMBER: 0041110156	
		8. MORTGAGE INS CASE NUMBER:				
		C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "POC" were paid outside the closing; they are shown here for informational purposes and are not included in the totals. 1.0 398 (P34157/P34157/22)				
D. NAME AND ADDRESS OF BORROWER: BLAKE BULLOCK SHARLYN BULLOCK 9546 SOUTH MARSH CREEK ROAD MCCAMMON, ID 83250		E. NAME AND ADDRESS OF SELLER: EDWARD B JOLLEY CHRISTINE M JOLLEY		F. NAME AND ADDRESS OF LENDER: WASHINGTON MUTUAL 199 N CAPITOL BLVD STE 201 BOISE, ID 83702		
G. PROPERTY LOCATION: 9546 South March Creek Road McCammon, ID 83250 Bannock County, Idaho LOT 7, GREEN VALE SUB BANNOCK COUNTY, IDAHO		H. SETTLEMENT AGENT: 82-0300598 First American Title Company PLACE OF SETTLEMENT P.O. Box 9 (420 S. 4th Ave) Pocatello, ID 83204		I. SETTLEMENT DATE August 9, 2001 Disburse: 08/10/01		
J. SUMMARY OF BORROWER'S TRANSACTION			K. SUMMARY OF SELLER'S TRANSACTION			
100. GROSS AMOUNT DUE FROM BORROWER:			400. GROSS AMOUNT DUE TO SELLER:			
101. Contract Sales Price 47,000.00			401. Contract Sales Price 47,000.00			
102. Personal Property			402. Personal Property			
103. Settlement Charges to Borrower (Line 1400) 1,148.25			403.			
104. BUYERS PORTION 2001 TAXES MOB to BANNOCK 71.70			404.			
105.			405.			
<i>Adjustments For Items Paid By Seller in advance</i>			<i>Adjustments For Items Paid By Seller in advance</i>			
106. City/Town Taxes to			406. City/Town Taxes to			
107. County Taxes to			407. County Taxes to			
108. Assessments to			408. Assessments to			
109.			409.			
110.			410.			
111.			411.			
112.			412.			
120. GROSS AMOUNT DUE FROM BORROWER 48,219.95			420. GROSS AMOUNT DUE TO SELLER 47,000.00			
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:			500. REDUCTIONS IN AMOUNT DUE TO SELLER:			
201. Deposit or earnest money 200.00			501. Excess Deposit (See Instructions)			
202. Principal Amount of New Loan(s) 37,600.00			502. Settlement Charges to Seller (Line 1400) 4,242.00			
203. Existing loan(s) taken subject to			503. Existing loan(s) taken subject to			
204.			504. Payoff of first Mortgage to ALLIANCE TITLE & ESCROW 23,574.83			
205. APPLICATION DEPOSIT 295.00			505. Payoff of second Mortgage			
206.			506. Deposit retained by broker 200.00			
207.			507.			
208.			508.			
209.			509.			
<i>Adjustments For Items Unpaid By Seller</i>			<i>Adjustments For Items Unpaid By Seller</i>			
210. City/Town Taxes to			510. City/Town Taxes to			
211. County Taxes to			511. County Taxes 01/01/01 to 08/10/01 269.81			
212. Assessments to			512. Assessments to			
213.			513.			
214.			514. 2001 TAXES			
215.			515.			
216.			516.			
217.			517. SELLERS PORTION 2001 TAXES MOB to BANNOCK 110.04			
218.			518.			
219.			519.			
220. TOTAL PAID BY/FOR BORROWER 38,095.00			520. TOTAL REDUCTION AMOUNT DUE SELLER 28,396.68			
300. CASH AT SETTLEMENT FROM/TO BORROWER:			600. CASH AT SETTLEMENT TO/FROM SELLER:			
301. Gross Amount Due From Borrower (Line 120) 48,219.95			601. Gross Amount Due To Seller (Line 420) 47,000.00			
302. Less Amount Paid By/For Borrower (Line 220) (38,095.00)			602. Less Reductions Due Seller (Line 520) (28,396.68)			
303. CASH (X FROM) (TO) BORROWER 10,124.95			603. CASH (X TO) (FROM) SELLER 18,603.32			

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APR 24 2003

Department of Water Resources
Eastern Region

The Property includes a 1976 24 X 48 manufactured home, Manufacturer GUERDON, Model TL, Serial Number 13625 (the "Manufactured Home"). The manufactured home is and shall remain installed on a foundation system as a fixture or improvement to the real estate consisting of the property and shall be permanently affixed to the real estate and not severed or removed therefrom without the prior written consent of the Beneficiary. As used herein "State" shall refer to Idaho.

2. **Security.** This Deed of Trust is given to secure performance of each promise of Grantor contained herein and in a security agreement of the same date from Grantor to Beneficiary (the "Security Agreement") and the payment of THIRTY SEVEN THOUSAND SIX HUNDRED AND 00/100 Dollars (\$37,600.00) (called the "Loan") with interest as provided in the promissory note which evidences the Loan (the "Note"), and any renewals, modifications or extensions thereof. It also secures payment of certain fees and costs of Beneficiary as provided in Section 10, and repayment of money advanced by Beneficiary under Section 6 or otherwise to protect the Property or Beneficiary's interest in the Property. All amounts due under the Note are called the "Debt."

☐ If this box is checked, the Note secured by this Deed of Trust provides for a variable rate of interest.

3. **Representations of Grantor.** Grantor warrants and represents that:

(a) Grantor is the owner or contract purchaser of the Property, which is unencumbered except by easements, reservations, and restrictions of record not inconsistent with the intended use of the Property, and any existing real estate contract, mortgage or deed of trust given in good faith and for value, the existence of which has been previously disclosed in writing to Beneficiary; and

(b) The Property is not used for any agricultural or farming purposes.

4. **Promises of Grantor.** Grantor promises:

(a) To keep the Property in good repair; not to move, alter or demolish the manufactured home or any of the other improvements on the Property without Beneficiary's prior written consent; and not to sell or transfer the Property or any interest in the Property in violation of the provisions of Section 5.

(b) To allow representatives of Beneficiary to inspect the Property at any reasonable hour, and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property;

(c) To pay on time all lawful taxes and assessments on the Property;

(d) To perform on time all terms, covenants and conditions of any prior real estate contract, mortgage or deed of trust on the Property or any part of it and pay all amounts due and owing thereunder in a timely manner;

(e) To see to it that this Deed of Trust remains a valid lien on the Property superior to all liens except those described in Section 3(a), and to keep the Property free of all encumbrances which may impair Beneficiary's security. It is agreed that if anyone asserts the priority of any encumbrance other than those described in Section 3(a) over this Deed of Trust in any pleading filed in any action, the assertion alone shall be deemed to impair the lien of this Deed of Trust for purposes of this Section 4(e); and

(f) To keep the mobile home and other improvements on the Property insured by a company satisfactory to Beneficiary against fire and extended coverage perils, and against such other risks as Beneficiary may reasonably require, in an amount equal to the full insurable value, and to deliver evidence of such insurance coverage to Beneficiary. Beneficiary shall be named as the first loss payee on all such policies pursuant to a standard lender's loss payable clause. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in the same manner as payments under the Note or, at Beneficiary's sole option, released to Grantor. In the event of under the Note or, at Beneficiary's sole option, released to Grantor. In the event of foreclosure or sale of the Property pursuant to the Trustee's power of sale, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the Sheriff's or Trustee's sale.

5. **Sale or Transfer of Property.** The Loan is personal to Grantor, and the entire Debt shall become immediately due and payable in full upon any sale or other transfer of the Property or any interest therein by Grantor. Grantor agrees not to physically remove the manufactured home from the Real Property without the prior written consent of Beneficiary. In the event Grantor breaches his obligation under the preceding sentence, Grantor agrees that Grantor will immediately so notify Beneficiary in writing, that Beneficiary's security interest in the Property and in the manufactured home shall continue without interruption, that Beneficiary shall thereupon hold and may exercise all of the rights of a secured party under the State Uniform Commercial Code with respect to the manufactured home and that Grantor shall register the manufactured home as required by applicable law and shall identify Beneficiary as the legal owner of the manufactured home in such registration. Beneficiary shall also have all other rights provided by applicable law. Nothing in this Section shall preclude Beneficiary from declaring a default and exercising its remedies under this Deed of Trust or any other document in connection with any physical removal of the manufactured home from the Real Property without the prior written consent of Beneficiary. Grantor agrees to sign all financing statements and other documents that Beneficiary may request from time to time to perfect, protect, and continue Beneficiary's security interest in the Property including, without limitation, the manufactured home. Grantor irrevocably appoints Beneficiary as Grantor's attorney-in-fact to execute, file and record any financing statements or similar documents in Grantor's name and to execute all documents necessary to transfer title if there is a default. Grantor agrees to advise Beneficiary immediately in writing of any change in Grantor's name, address or employment.

6. **Curing of Defaults.** If Grantor fails to comply with any of the covenants in Section 4, including all the terms of any prior real estate contract, mortgage, or deed of trust, Beneficiary may take any action required to comply with any such covenants without waiving any other right or remedy it may have for Grantor's failure to comply. Repayment to Beneficiary of all the money spent by Beneficiary on behalf of Grantor shall be secured by this Deed of Trust. The amount spent shall bear interest at the Default Rate specified in the Note and be repayable by Grantor on demand. Although Beneficiary may take action under this paragraph, Beneficiary is not obligated to do so.

7. **Remedies for Default.**

(a) Prompt performance under this Deed of Trust is essential. If Grantor doesn't pay any installment of the Loan on time, or if there is a breach of any of the promises contained in this Deed of Trust, the Security Agreement, or any other document securing the Loan, Grantor will be in default and the Debt and any other money whose repayment is secured by this Deed of Trust shall immediately become due and payable in full, at the option of Beneficiary, subject only to the notice requirements of Section 8 below. If Grantor is in default and Beneficiary exercises its right to demand repayment in full, the total amount owed by Grantor on the day repayment in full is demanded, including unpaid interest, shall bear interest at the Default Rate specified in the Note from the day repayment in full is demanded until repaid in full. Beneficiary may then or thereafter deliver to Trustee a written declaration of default and demand for sale and Trustee shall thereupon record a written notice of default and of election to cause to be sold the Property. Beneficiary shall provide to Trustee the Note, this Deed of Trust, other documentation evidencing the Debt and all other documentation requested by Trustee. After the lapse of such period of time as may then be required by law, and after having given such notices as may then be required by law, Trustee shall sell the Property at the time and place stated in the notice of sale, either in whole or in separate parcels, and in such

and in such order as Trustee may choose, at public auction to the highest bidder for cash in the lawful money of the United States, which shall be payable at the time of sale. Anything in the preceding sentence to the contrary notwithstanding, Beneficiary may apply the Debt towards any bid at any such sale. Trustee may postpone any such sale by public announcement at the time fixed for sale, in accordance with applicable law then in effect. Any person, including Grantor, Trustee or Beneficiary, may purchase at any such sale. Trustor shall apply the proceeds of the sale as follows: (i) to the expenses of the sale, including a reasonable trustee's fee and attorney's fee; (ii) to the obligations secured by this Deed of Trust; and (iii) the surplus, if any, to the person or persons legally entitled thereto.

(b) Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the Property which Grantor had or the interest in the Property which Grantor had the power to convey at the time of execution of this Deed of Trust and any interest which Grantor subsequently acquired. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust. This recital shall be prima facie evidence of such compliance and conclusive evidence of such compliance in favor of bona fide purchasers and encumbrancers for value.

(c) The power of sale conferred by this Deed of Trust is not an exclusive remedy. Beneficiary may cause this Deed of Trust to be judicially foreclosed, sue on the Note or take any other action available at law or in equity. In connection with any of the Property which is personal property, Beneficiary shall further be entitled to exercise the rights of a secured party under the State Uniform Commercial Code. During the pendency of any foreclosure or other realization proceedings, Beneficiary shall also have the right to collect the income, rents, and profits of the Property and apply the amounts so collected toward payment of the Debt in the manner provided in the Note, and shall have the right to secure the appointment of a receiver for the Property, its income, rents and profits.

(d) By accepting payment of any sum secured by this Deed of Trust after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare a default for failure to so pay.

8. **Notice and Opportunity to Cure Defaults.** Except in the case of abandonment or other extreme circumstances, Beneficiary shall, at least thirty (30) days prior to declaring the entire Debt immediately due and payable in full and/or exercising any of the other remedies for default specified in Section 7, send to Grantor, by certified mail, a notice of default specifying the nature of the default and in the case of a payment default, the sum of the payments in default and any applicable late charges. Grantor will have thirty (30) days from the postmarked date of such default notice to cure the default and during such thirty (30) day period, Beneficiary shall not, in the absence of extreme circumstances, declare the entire Debt immediately due and payable in full and/or pursue any of the other remedies for default specified in Section 7.

The above notwithstanding, Grantor shall be entitled to only two (2) such default notices in any twelve (12) month period, and if subsequent defaults occur within that twelve (12) month period, Beneficiary may exercise its remedies for default immediately and without notice to Grantor.

9. **Condemnation; Eminent Domain.** In the event any portion of the Property is taken or damaged in an eminent domain proceeding, the entire amount of the award, or such portion as may be necessary to fully satisfy the Debt and all other obligations secured by this Deed of Trust, shall be paid to Beneficiary to be applied thereto in the same manner as payments under the Note.

10. **Fees and Costs.** Grantor shall pay Beneficiary's and Trustee's reasonable cost of searching records, other reasonable expenses as allowed by law, and reasonable attorney's fees in any lawsuit or other proceeding to foreclose this Deed of Trust; in any lawsuit or proceeding which Beneficiary or Trustee prosecutes or defends to protect the lien of this Deed of Trust or to otherwise protect its security; and in any other action taken by Beneficiary to collect the Debt, including any disposition of the Property under the State Uniform Commercial Code.

11. **Reconveyance.** Trustee shall reconvey the Property to the person entitled thereto, on written request of Beneficiary, following satisfaction of the Debt and other obligations secured hereby and written request for reconveyance by Beneficiary or the person entitled thereto. Beneficiary and Trustee shall be entitled to charge Grantor a reconveyance fee together with fees for the recordation of the reconveyance documents.

12. **Trustee; Successor Trustee.** In the event of the death, incapacity, disability or resignation of Trustee, Beneficiary shall appoint in writing a successor Trustee, and upon the recording of such appointment in the records of the county in which this Deed of Trust is recorded, the successor Trustee shall be vested with all powers of the original Trustee. Trustee is not obligated to notify any party hereto of a pending sale under any other deed of trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

13. **Miscellaneous.** This Deed of Trust shall benefit and obligate the parties, their heirs, devisees, legatees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the Note secured by this Deed of Trust, whether or not that person is named as Beneficiary herein. The words used in this Deed of Trust referring to one person shall be read to refer to more than one person if two or more have signed this Deed of Trust or become responsible for doing the things this Deed of Trust requires. This Deed of Trust shall be governed by and construed in accordance with federal law and, to the extent federal law does not apply, the laws of the State. If any provision of this Deed of Trust is determined to be invalid under law, that fact shall not invalidate any other provision of this Deed of Trust, but the Deed of Trust shall be construed as if not containing the particular provision or provisions held to be invalid, and all remaining rights and obligations of the parties shall be construed and enforced as though the invalid provision did not exist. Beneficiary may collect a fee in the maximum amount allowed by law, for furnishing any beneficiary statement, payoff demand statement or similar statement.

By signing below, Grantor accepts and agrees to the provisions of this Deed of Trust and of any rider(s) executed concurrently therewith by Grantor:

Dated at Pocatello, ID this 9th day of August, 2001.

GRANTOR(S):

Blake Bullock
BLAKE BULLOCK

Sharlyn Bullock
SHARLYN BULLOCK

ACKNOWLEDGMENT OF RECEIPT OF SETTLEMENT STATEMENT

Borrower: BLAKE BULLOCK and SHARLYN BULLOCK, husband and wife
Seller: EDWARD B JOLLEY and CHRISTINE M JOLLEY, husband and wife
Lender: WASHINGTON MUTUAL
Settlement Agent: First American Title Company
(208)232-6224
Place of Settlement: P.O. Box 9 (420 S. 4th Ave)
Pocatello, ID 83204
Settlement Date: August 9, 2001
Disbursement Date: August 10, 2001
Property Location: 9546 South March Creek Road
McCammon, ID 83250
Bannock County, Idaho
LOT 7, GREEN VALE SUB
BANNOCK COUNTY, IDAHO

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Blake Bullock
BLAKE BULLOCK
Sharlyn Bullock
SHARLYN BULLOCK

EDWARD B JOLLEY

CHRISTINE M JOLLEY

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

First American Title Company
Settlement Agent

WASHINGTON MUTUAL BANK
WASHINGTON MUTUAL C/O DATAPLEX
19031 - 33RD AVE W
LYNNWOOD, WA 98036
ATTN: MAILSTOP: 116DPWA



(IDAHO USE ONLY)

**MANUFACTURED HOME
DEED OF TRUST**

0041110156

THIS DEED OF TRUST is between: BLAKE BULLOCK AND SHARLYN BULLOCK, HUSBAND AND WIFE

whose address is: 9546 S. MARSH CREEK RD. MCCAMMON, ID 83250
("Grantor"); FIRST AMERICAN a IDAHO corporation, the
address of which is 420 S 4TH AVE PO BOX 9 POCA TELLO, ID 83204
and its successors in trust and assigns ("Trustee"); and
Washington Mutual Bank, which is organized and existing under the laws of Washington State, and whose address is 1201
Third Avenue, Seattle, Washington 98101 ("Beneficiary") and its successors or assigns.

1. **Granting Clause.** Grantor hereby grants, bargains, sells and conveys to Trustee and its successors in trust and
assignees, in Trust, with power of sale, the real property in BANNOCK County, Idaho, described
below, and all interest in it Grantor ever gets:

LOT 7, GREEN VALE, BANNOCK COUNTY, IDAHO, AS THE SAME APPEARS ON THE
OFFICIAL PLAT THEREOF, RECORDED MAY 17, 1979 AS INSTRUMENT NO. 624657.

Tax Parcel Number: RRGRV000700

together with: all income, rents and profits from it; all plumbing, lighting, air conditioning and built-in appliances, and other
fixtures, at any time installed on or in or used in connection with such real property; and the manufactured home referred to
below and all its other attachments and accessories.

All of the property described in this Section 1 is called the "Property." To the extent any of the Property is personal
property, Grantor grants Beneficiary, as secured party, a security interest in all such property, and this Deed of Trust shall
constitute a security agreement between Grantor and Beneficiary.

3
34.0

T509

#267

Point
of
diversion

T314

6.9
KRAMER'S
SMITH

2
1.3 3
6.7

T7756

#678

HOWARD HALL

NHE

T270 #904

LITTLE CK
RNCH

4
64.4

NHE

18.5

21

27 T7756
#904
LITTLE CK. RNCH

NHE

33.5

2
66.7

T9960

#911

NHE