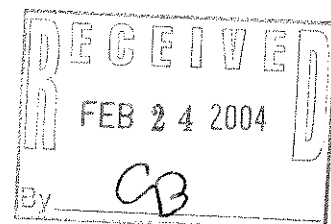


Summary

Property & Water Rights History: Part of Section 18, Township 3 South, Range 35, East of the Boise Meridian, Bingham County

- 1) Warranty Deed: John & Alvina Taney to Patrick J. Taney (Present Owner). Date: 12/1979
- 2) Quitclaim Deed, for 21 inches of Leon Misslin Deed Water. 12/1979
- 3) Property Aerial Map (Configuration of Property)
- 4) Surveyor's Certificate
- 5) Statement concerning water flow pattern from the Blackfoot River to Property.
- 6) Warranty Deed, for the reconfiguration of property between LaVerelle & Deanna Stecklein & John & Alvina Taney. (1 each). 12/1979
- 7) Warranty Deed: John & Alvina Taney To LaVerelle & Deanna Stecklein. 10/1977
- 8) Warranty Deed: Robert & Mary Crawford To John & Alvina Taney. 2/1948
- 9) Federal Land Bank of Spokane: Robert & Mary Crawford assumed Property Ownership & Mortgage from Charles & Cora Crawford. 7/1946
- 10) John & Zona Cotton To Charles Crawford. 12/1915
- 11) George & Anna Warren, Joseph & Urda Warren To John Cotton. 1/1911
- 12) Warranty Deed: E.M. & Isabella Kennedy To John Cotton. 1/1911
- 13) Water Deed: Leon Misslen To E.M. Kennedy. 3/1906
- 14) Quitclaim Deed: Fred Steven To John Cotton. 2/1912
- 15) Documents From the Fifth Judicial District of The State of Idaho. 8/1891



Leon Misslen
1891 Decree.
300 inches.
5-1-1885

3-13
1906
water deed

E.M. Kennedy
200 inches

Jan 30
1911

John Cotton
50 inches

E.M. Kennedy
150 inches

John Cotton.
50" 27-29
50" 27-25.

Emily Warren.
100"
4-1-1883

Jan 30,
1911

50" Emily
Warren water.
4-1-1883.

Misslen
100 inches.
5-1-1885

Warren's
Jan 19
1911

John Cotton
93 ac.

50" Emily Warren
water (27-25)

4-1-1883

50" Misslen
water

12-27
1915

Charles Crawford
93 ac.

50" Warren (27-25) 4-1-1883

50" Misslen (27-29) 5-1-1885

12-1-1933

loan pd
8-17-1961

John
Taney

2-16-48
Purchased
Farm + water
100"

→ 4-7-1976

Laverelle Steelein.

75" of Blackfoot water

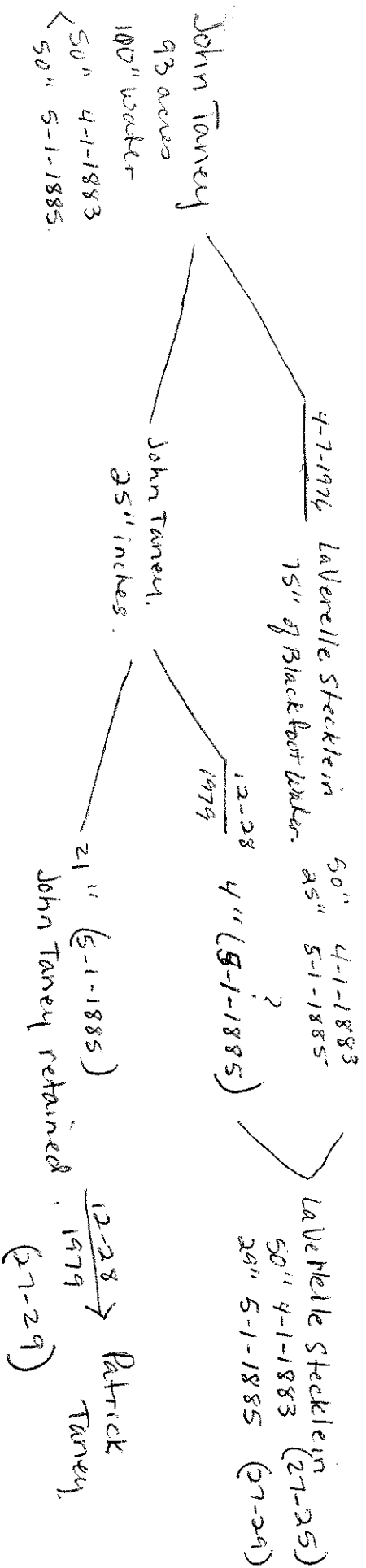
3/4 interest in pump.

10-28
1979

interest in Pump
back to John Taney,

10.8515 acres.

Pat.



QUITCLAIM DEED

12-28-1979

For Value Received, JOHN TANEY and ALVINA M. TANEY, husband and wife, of Bingham County, Idaho, and PATRICK J. TANEY of Las Vegas, Nevada, Grantors,

do hereby convey, release, remise and forever quit claim unto LAVERELLE STECKLEIN and DEANNA STECKLEIN, husband and wife, of Route 3, Box 157, Blackfoot, Bingham County, Idaho 83221, Grantees,

the following described ~~XXXXXXXXXX~~ water rights in Blackfoot River:

50 inches of the waters decreed to Emily Warren, with priority of April 1, 1883, and 29 inches of the water decreed to Leon Misslin, with priority of April 1, 1885, all as decreed in the case of Fred S. Stevens, et al, vs. Eastern Idaho Water Company, dated August 1, 1891.

This conveyance is made to clarify the intent of the Grantors, John Taney and Alvina M. Taney, husband and wife, as to the water rights conveyed by that certain warranty deed dated April 7, 1976, and the water rights conveyed by them by warranty deed dated December 28, 1979, all to the Grantees above named,

COPY

together with their appurtenances.

Dated: December 28, 1979.

Patrick J. Taney

John Taney

Alvina M. Taney

STATE OF IDAHO, COUNTY OF Bingham
On this 28th day of December, 1979,
before me, a notary public in and for said State, per-
sonally appeared JOHN TANEY and
ALVINA M. TANEY, husband and wife, and
PATRICK J. TANEY,

RECORDING DATA:

known to me to be the person S who se name S
are subscribed to the within instrument, and acknowl-
edged to me that they executed
the same.

Residing at Blackfoot
Comm. Expires: January 31, 1982.

Notary Public
Idaho

(B)

WARRANTY DEED

261370

12-28-1979

For Value Received, We, JOHN TANEY and ALVINA M. TANEY, husband and wife, of Bingham County, Idaho,

the grantors, do hereby grant, bargain, sell, and convey unto PATRICK J. TANEY, of 126 S. 15th, Apt. 18, Las Vegas, Nevada 89101,

the grantee, the following described premises, to-wit:

Part of Section 18, Township 3 South, Range 35, East of the Boise Meridian, Bingham County, Idaho, described as:

Beginning at a point in a fence line that is North 00°16'00" East along the section line 2627.22 feet (to the West 1/4 corner) and South 89°19'55" East 1350.60 feet and North 24°58'17" East 632.53 feet; and North 86°32'17" East along a fence line 352.29 feet; all from the Southwest corner of said Section 18; and running thence North 86°32'17" East 746.81 feet; thence South 06°58'18" East 418.90 feet; thence South 67°11'03" West 863.25 feet; thence North 89°47'37" West 3.13 feet; thence North 00°12'25" East 705.44 feet to the point of beginning.

SUBJECT TO an existing right-of-way 20.00 feet in width for a private roadway along the entire North line of the above-described tract as granted by deed from the Grantors above named to LaVerelle Stecklein and Deanna Stecklein.

Part of Section 18, Township 3 South, Range 35, East of the Boise Meridian, Bingham County, Idaho, described as:

Beginning at a point that is North 00°16'00" East 1412.74 feet along the section line and East 2028.36 feet from the Southwest corner of said Section 18; and running thence along the West bank of the Blackfoot River North 48°29'09" East 326.63 feet; thence North 52°54'54" East 153.43 feet; thence North 16°42'26" East 170.45 feet; thence North 26°15'10" West 165.74 feet; thence North 10°06'22" West 118.94 feet; thence North 25°55'40" East 279.39 feet; thence North 49°48'54" East 362.99 feet; thence leaving said Blackfoot River and running along a fence line on the West side of a county road North 00°23'00" West 189.63 feet; thence South 67°11'03" West 838.55 feet; thence South 89°47'35" East 56.87 feet; thence South 00°12'25" West 1087.75 feet to the point of beginning.

ALSO 21 inches of the decreed water of the Blackfoot River decreed in the case of Fred S. Stevens, et. al vs. Eastern Idaho Water Company, with priority April 1, 1885.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, his heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantee, that they are the owners in fee simple of said premises; that said premises are free from all incumbrances except as hereinabove set forth and that they will warrant and defend the same from all lawful claims whatsoever. Also an electric motor and pump used Dated: December 28, 1979.

to divert water from the Blackfoot River at the Northeast corner of the last-described tract.

JOHN TANEY

ALVINA M. TANEY

STATE OF IDAHO, COUNTY OF Bingham

On this 28th day of December, 1979, before me, a notary public in and for said State, personally appeared JOHN TANEY and ALVINA M. TANEY, husband and wife,

known to me to be the persons whose names are subscribed to this instrument, and acknowledged to me that they executed the same.

Notary Public

Residing at Blackfoot, Idaho

STATE OF IDAHO, COUNTY OF

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

at minutes past o'clock m., this day of

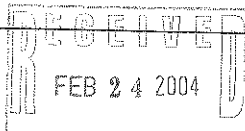
19, in my office, and duly recorded in Volume of the Official Records.

Ex-Officio Recorder

By Deputy.

Fees \$
Mail to:

INSTRUMENT No.



54247

Scott HX Line
P.O. 100
BINGHAM COUNTY RECORDS
BLACKFOOT, IDAHO
FEE 1800 DEP JP
2004 JUN 25 AM 9:2
CK 7427
RECORDED AT THE REQUEST OF

CORRECTION DEED
Warranty Deed to Correct instrument #261370
and any subsequent Deeds

For Value Received, I, Alvina M. Taney, Individually and as Personal Representative of the Estate of my deceased husband, John Taney, of Bingham County, Idaho, the grantors, do hereby grant, bargain, sell, and convey unto PATRICK J. TANEY, of P.O. Box 926, Blackfoot, Idaho 83221, the grantee, the following premises contained in the following description, to-wit:

The legal description set forth in exhibit "A" attached hereto and incorporated thereby as if set forth in full, which legal description is taken from Bingham County Instrument # 5545, recorded on the 11th day of March, 1948.

Excepting therefrom the following described premises, to wit:

The legal description set forth in exhibit "B" attached hereto and incorporated thereby as if set forth in full and as described in Bingham County Instrument #212973, recorded on the 2nd day of June, 1976.

As modified by the following land exchange in 1979, to wit:

The legal description set forth in exhibit "C" attached hereto and incorporated thereby as if set forth in full, which legal description is taken from Bingham County Instrument # 261368, recorded on the 31st day of December, 1979.

The legal description set forth in exhibit "D" attached hereto and incorporated thereby as if set forth in full, which legal description is taken from Bingham County Instrument # 261369, recorded on the 31st day of December, 1979.

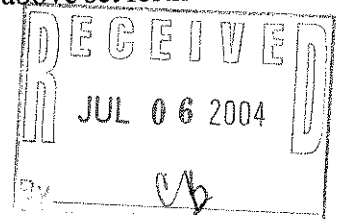
This Correction Deed shall not effect the water rights previously transferred by Bingham County Instrument # 261367.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, with the said Grantee, that they are the owners in fee simple of said premises; that said premises are free from all encumbrances as herein above set forth

Corrected Warranty Deed

1

27-29
27-29



14.26

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

Alvina M. Taney
Alvina M. Taney

Individually

Alvina M. Taney
Alvina M. Taney

As Personal Representative of the
Estate of John Taney

STATE OF IDAHO)

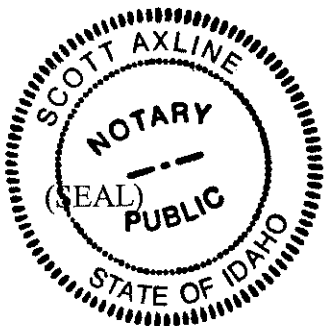
:SS

COUNTY OF BINGHAM)

On the 24th day of June, 2004, before me, a notary public for the State of Idaho, personally appeared Alvina M. Taney, Individually and as Personal Representative of the Estate of John Taney,

X who is personally known to me

to be the signer of the above instrument, and acknowledged that she signed it.



Scott Axline
NOTARY PUBLIC

RESIDING IN Blackfoot

COMMISSION EXP. 08-2006

Exhibit "A"

Commencing at the Southwest corner of Section 18, Township 3 South, Range 35 E. B. M., and running thence North 15 chains; thence East 5 chains; thence North 42° East 12.88 chains; thence North 26° East 28 chains; thence South 52° East 6 chains; thence North 52°15' East 4.54 chains; thence East 7.3 chains to the West bank of the Blackfoot River; thence meandering said Blackfoot River as follows: South 37° East 5.72 chains; thence South 34°30' West 6.66 chains; thence South 55°30' West 5.1 chains; thence South 24°15' West 4.34 chains; thence South 15°45' East 5.54 chains; thence South 61°15' West 6.1 chains; thence South 19°45' West 4.54 chains; thence South 34°30' West 5.19 chains; thence West 5.93 chains; thence South 58° West 11 chains; thence South 22°45' West 2.46 chains; thence South 3°03' East 7.9 chains; thence West 11.91 chains to the place of beginning.

Together with all water and ditch rights thereunto belonging or in anywise appertaining and particularly 100 inches of decreed water in the Blackfoot River.

Exhibit "C"

Part of Section 18, Township 3 South, Range 35, East of the Boise Meridian, Bingham County, Idaho, described as:

Beginning at a point that is North $00^{\circ}16'00''$ East 1412.74 feet along the section line and East 2028.36 feet from the Southwest corner of said Section 18, and running thence along the West bank of the Blackfoot River North $48^{\circ}29'09''$ East 326.63 feet; thence North $52^{\circ}54'54''$ East 153.43 feet; thence North $16^{\circ}42'26''$ East 170.45 feet; thence North $26^{\circ}15'10''$ West 165.74 feet; thence North $10^{\circ}06'22''$ West 118.94 feet; thence North $25^{\circ}55'40''$ East 279.39 feet; thence North $49^{\circ}48'54''$ East 362.99 feet; thence leaving said Blackfoot River and running along a fence line on the West side of a county road North $00^{\circ}23'00''$ West 189.63 feet; thence South $67^{\circ}11'03''$ West 838.55 feet; thence South $89^{\circ}47'35''$ East 56.87 feet; thence South $00^{\circ}12'25''$ West 1087.75 feet to the point of beginning.

Parcel contains 10.8515 acres.

ALSO all of the right, title, and interest of the Grantors in and to an electric motor and pump used to divert water from the Blackfoot River at the Northeast corner of the above-described tract.

Exhibit "D"

Part of Section 18, Township 3 South, Range 35, East of the Boise Meridian, Bingham County, Idaho, described as:

Beginning at a point that is North 00°16'00" East along the section line 2627.22 feet (to the West 1/4 corner) and South 89°19'55" East 1350.60 feet from the Southwest corner of said Section 18; thence North 24°58'17" East 632.63 feet; thence North 86°32'17" East along a fence line 352.29 feet; thence South 00°12'25" West 705.44 feet; thence South 89°47'35" East 3.13 feet; thence South 67°11'03" West 72.84 feet; thence North 86°45'40" West 602.00 feet thence North 24°58'17" East 115.84 feet to the point of beginning.

Parcel contains 8.267 acres.

ALSO an easement for a private roadway 25.00 feet in width extending from the Northeast corner of the above-described tract North 86°32'17" East 746.81 feet to the County road; thence South 06°58'18" East along said road 20.00 feet; thence South 86°32'17" West 747.00 feet more or less to the East line of said tract; thence North 00°12'25" East 20.00 feet to the point of beginning. The Grantors reserve to themselves, their heirs and assigns, the right to maintain gates at both ends of the said private road to prevent use thereof by the public and in order to turn livestock, and further reserve the right to terminate this easement in the event the lands above described are used for other than farming purposes.

Also, 4 inches of the decreed water of the Blackfoot River, decreed in the case of Fred S. Stevens, et. al. vs. Eastern Idaho Water Company, with priority of April 1, 1885, from the decree of Leon Misslin.

542476

542477

CORRECTION DEED

Special Warranty Deed to Correct Instruments # 504274 and 504747
and any subsequent Deeds

1. **Date**

June 24, 2004.

2. **Parties**

Grantor: Patrick J. Taney, a single person.

Current Address: P.O. Box 926
Blackfoot, Idaho 83221

Grantee: PATRICK J. TANEY, Sole Trustee, or his successors in Trust, under the
PATRICK J. TANEY LIVING TRUST, dated July 10, 2001, and any
amendments thereto.

Current Address: c/o Patrick J. Taney, Trustee
P.O. Box 926
Blackfoot, Idaho 83221

3. **Property**

Idaho County: Bingham

Transferred Interest: Grantor's entire fee simple.

The following premises contained in the following description, to-wit:

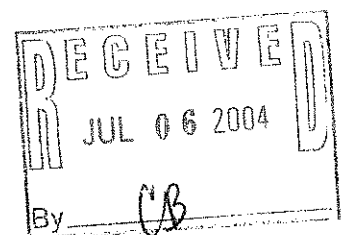
The legal description set forth in exhibit "A" attached hereto and incorporated
thereby as if set forth in full, which legal description is taken from Bingham County
Instrument # 5545, recorded on the 11th day of March, 1948.

Excepting therefrom the following described premises, to wit:

The legal description set forth in exhibit "B" attached hereto and incorporated
thereby as if set forth in full and as described in Bingham County Instrument
#212973, recorded on the 2nd day of June, 1976.

Corrected Special Warranty Deed

1



2004 JUN 25 AM 9:22
RECORDED AT THE REQUEST OF
BLACKFOOT, IDAHO
FEE 21.00
DEP. MR.
ORIGINAL TO BE FILED IN
BLACKFOOT, IDAHO

14.7

As modified by the following land exchange in 1979, to wit:

The legal description set forth in exhibit "C" attached hereto and incorporated thereby as if set forth in full, which legal description is taken from Bingham County Instrument # 261368, recorded on the 31st day of December, 1979.

The legal description set forth in exhibit "D" attached hereto and incorporated thereby as if set forth in full, which legal description is taken from Bingham County Instrument # 261369, recorded on the 31st day of December, 1979.

This Correction Deed shall not effect the water rights previously transferred by Bingham County Instrument # 261367.

All facts, rights, claims and interest ascertainable by inspection of the property or by inquiry of persons in possession.

Unpatented mining claims, reservations and exceptions and patents or in acts authorizing their issuance.

4. **Consideration**

Ten Dollars and other good and valuable consideration, receipt of which is acknowledged.

5. **Grant**

Grantor, for consideration listed above hereby grants, bargains, sells, conveys and confirms to grantee, its successors and assigns, the transferred interest in the property described in this deed.

6. **Warranties**

Grantor, for himself, his heirs, successors and assigns, covenants with grantee, its successors, and assigns as follows:

Grantor is currently the owner of the property as described in this deed.

Grantor has good right to convey the property described in this deed to Grantee.

The property described in this deed is free from all encumbrances, except as otherwise shown in this deed or of record.

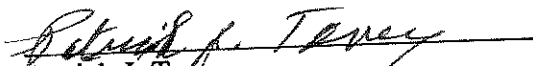
Grantor and his heirs and successors will forever warrant and defend the quiet and peaceful possession of the property granted by this deed to grantee, his heirs, successors and assigns against the lawful claims of all persons.

The warranty in this deed:

- (1) is limited in this matter to the coverage the grant(s) have under any policy of title insurance or damages of \$10.00 (whichever is greater) and
- (2) is to confirm that the doctrine of after acquired title applies.

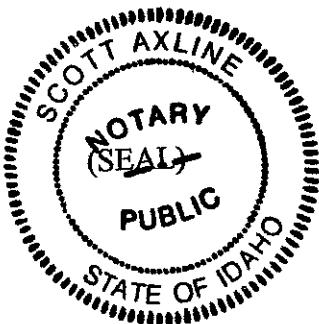
7. Construction

In construing this deed, and where the contest so requires, the singular includes the plural and the masculine, the feminine and the neuter.


Patrick J. Taney

STATE OF IDAHO)
 :SS
COUNTY OF BINGHAM)

On the 24th day of June, 2004, before me, a notary public for the State of Idaho, personally appeared Patrick J. Taney,
 X who is personally known to me
to be the signer of the above instrument, and acknowledged that he signed it.




NOTARY PUBLIC
RESIDING IN Blackfoot
COMMISSION EXP. 08-2006

Exhibit "A"

Commencing at the Southwest corner of Section 18, Township 3 South, Range 35 E. B. M., and running thence North 15 chains; thence East 5 chains; thence North 42° East 12.86 chains; thence North 26° East 28 chains; thence South 52° East 6 chains; thence North 52°15' East 4.54 chains; thence East 7.3 chains to the West bank of the Blackfoot River; thence meandering said Blackfoot River as follows: South 37° East 5.72 chains; thence South 34°30' West 6.66 chains; thence South 55°30' West 5.1 chains; thence South 24°15' West 4.34 chains; thence South 15°45' East 5.54 chains; thence South 61°15' West 6.1 chains; thence South 19°45' West 4.54 chains; thence South 34°30' West 5.19 chains; thence West 5.93 chains; thence South 58° West 11 chains; thence South 22°45' West 2.46 chains; thence South 3°03' East 7.9 chains; thence West 11.91 chains to the place of beginning.

Together with all water and ditch rights thereunto belonging or in anywise appertaining and particularly 100 inches of decreed water in the Blackfoot River.

Exhibit "B"

[illegible]

Beginning at a point which is N. 190 feet, W. 350 feet from the NW corner of said Section 18, thence S. 26° E. 1840 feet, and S. 65° E. 120 feet to the SW corner of said Section 18, thence S. 52° E. 2742 feet, thence N. 52° 15' E. 350 feet, thence S. 27° 25' W. 292 feet to the point of beginning.

to the point of beginning.

EXCEPTING THEREFROM: A portion of the West half of said Section 18 described as: Beginning at a point in a fence line that is N 00°16'00" E along the Section line 2537.27 feet to the West quarter corner, and S 89°19'55" E 137.00 feet from the SW corner of said Section 18, thence N 24°33'17" E along a fence line 432.53 feet; thence N 89°32'17" E along a fence line 1092.19 feet, thence S 06°53'14" E, along a fence line to the E. line of a County Road 218.90 feet, thence S 67°21'43" W along a fence 936.03 feet, thence N 26°45'49" W 507.00 feet, thence N 24°33'17" E along a fence line 150.24 feet to the point of beginning.

2. along a fence line to the point of the station
ALSO EXPECTING TO FIND A REMAINING ...
N. 42° E. 348.5 ...
thence S. 26° E. ...
to the point of ...

[illegible]

Subject has been interviewed several times over the past year by various State Department employees and advised of his rights under the Constitution and Government policies regarding rights of visitors, access and freedom of movement and to entering buildings and other facilities at will.

Exhibit "C"

Part of Section 18, Township 3 South, Range 35, East of the Boise Meridian, Bingham County, Idaho, described as:

Beginning at a point that is North $00^{\circ}16'00''$ East 1412.74 feet along the section line and East 2028.36 feet from the Southwest corner of said Section 18; and running thence along the West bank of the Blackfoot River North $48^{\circ}29'09''$ East 326.63 feet; thence North $52^{\circ}54'54''$ East 153.43 feet; thence North $16^{\circ}42'26''$ East 170.45 feet; thence North $26^{\circ}15'10''$ West 165.74 feet; thence North $10^{\circ}06'22''$ West 118.94 feet; thence North $25^{\circ}55'40''$ East 279.39 feet; thence North $49^{\circ}48'54''$ East 362.99 feet; thence leaving said Blackfoot River and running along a fence line on the West side of a county road North $00^{\circ}23'00''$ West 189.63 feet; thence South $67^{\circ}11'03''$ West 838.55 feet; thence South $89^{\circ}47'35''$ East 56.87 feet; thence South $00^{\circ}12'25''$ West 1087.75 feet to the point of beginning.

Parcel contains 10.8515 acres.

ALSO all of the right, title, and interest of the Grantors in and to an electric motor and pump used to divert water from the Blackfoot River at the Northeast corner of the above-described tract.

BINHAM COUNTY RECORDER

Exhibit "D"

Part of Section 18, Township 3 South, Range 35, East of the Boise Meridian, Bingham County, Idaho, described as:

Beginning at a point that is North 00°16'00" East along the section line 2627.22 feet (to the West 1/4 corner) and South 89°19'55" East 1350.60 feet from the Southwest corner of said Section 18; thence North 24°58'17" East 632.63 feet; thence North 86°32'17" East along a fence line 352.29 feet; thence South 00°12'25" West 705.44 feet; thence South 89°47'35" East 3.13 feet; thence South 67°11'03" West 72.84 feet; thence North 86°45'40" West 602.00 feet thence North 24°58'17" East 115.84 feet to the point of beginning.

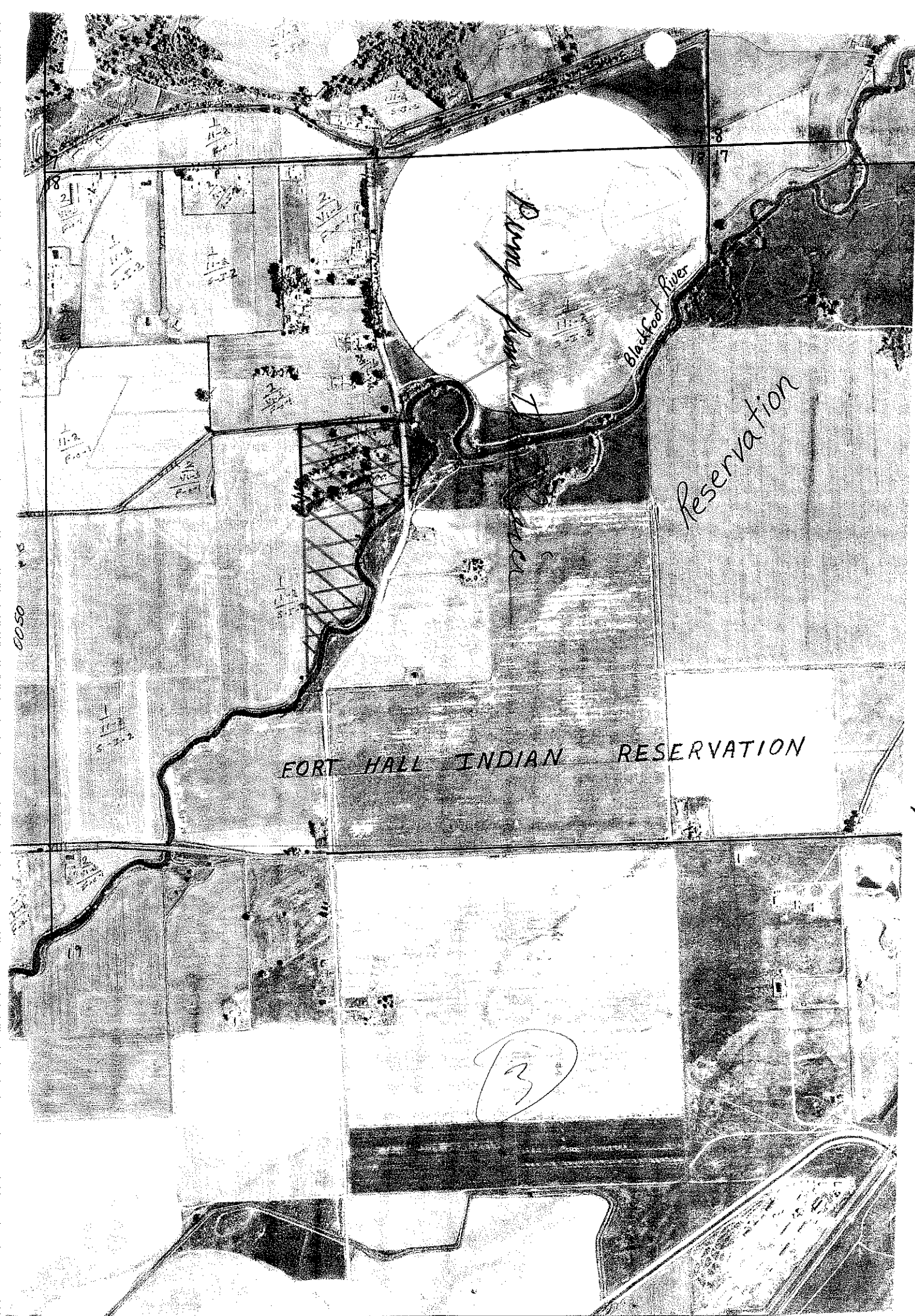
Parcel contains 8.267 acres.

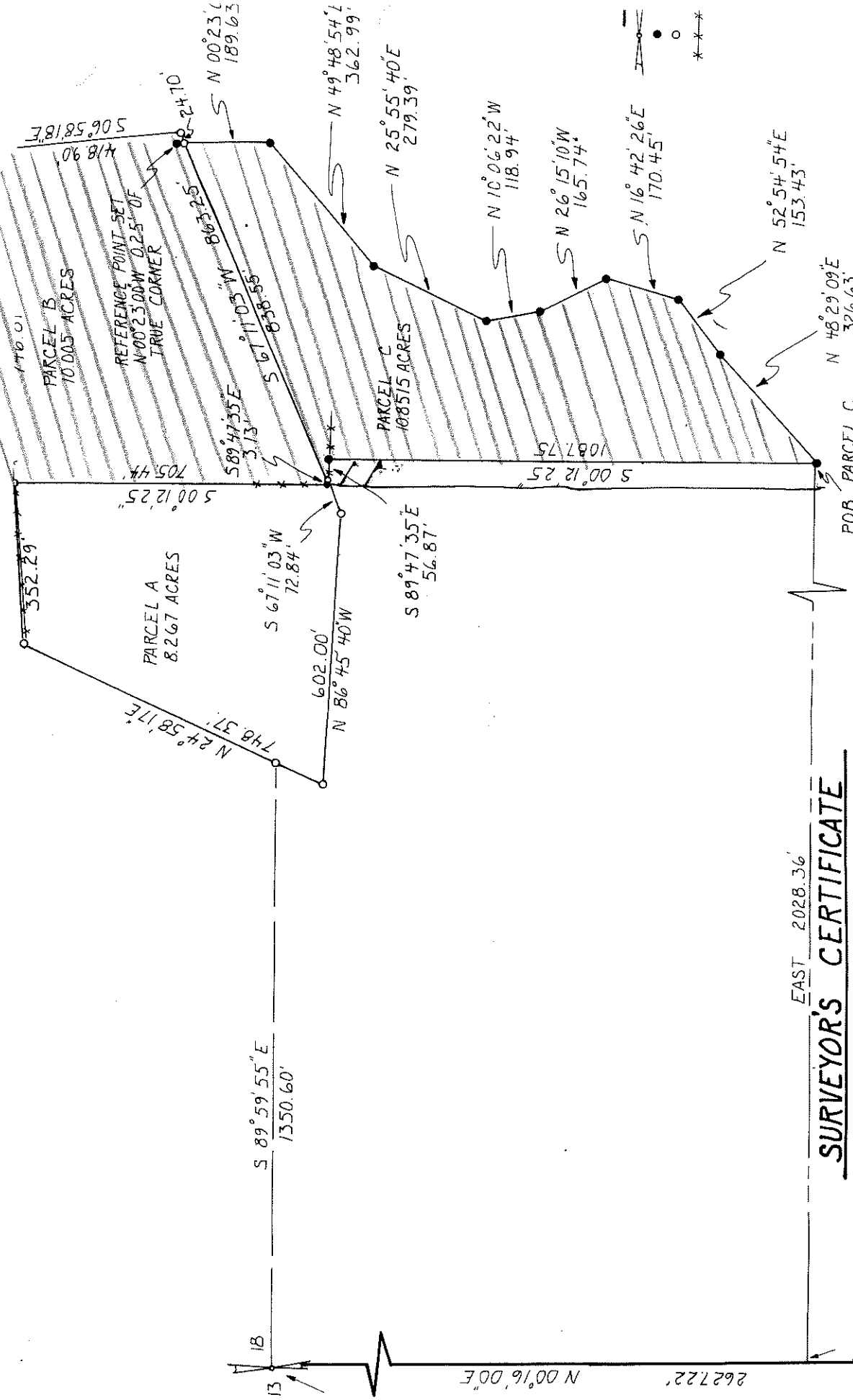
ALSO an easement for a private roadway 25.00 feet in width extending from the Northeast corner of the above-described tract North 86°32'17" East 746.81 feet to the County road; thence South 06°58'18" East along said road 20.00 feet; thence South 86°32'17" West 747.00 feet more or less to the East line of said tract; thence North 00°12'25" East 20.00 feet to the point of beginning. The Grantors reserve to themselves, their heirs and assigns, the right to maintain gates at both ends of the said private road to prevent use thereof by the public and in order to turn livestock, and further reserve the right to terminate this easement in the event the lands above described are used for other than farming purposes.

Also, 4 inches of the decreed water of the Blackfoot River, decreed in the case of Fred S. Stevens, et. al. vs. Eastern Idaho Water Company, with priority of April 1, 1885, from the decree of Leon Misslin.

542477

Southwest Corner Section 18, Township 35 E. B. M





SURVEYOR'S CERTIFICATE

I, D. NEIL MORGAN, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS PLAT IS AN ACCURATE REPRESENTATION OF THE SURVEY COMPLETED UNDER MY SUPERVISION.

D. NEIL MORGAN LICENSE NO 806 DATE

EAST 2028.36'

4

To Whom It May Concern:

The Decreed Water associated (Reference: Stevens VS Eastern Idaho Water Co. 1891) with the Property located at Section 18, Township 3, South Range 35 E.B.M. The original diversion source from the Blackfoot River utilized the Steven Dam and associated canal and ditch system. This point was approximately a mile and half Northeast of the Property.

In the mid to late 1950's the supply source change from the Steven Dam to another Dam located 150 feet from the Northeast boundary of the Property. Electrical operated lift Pump was installed on the Northeast corner of the property and water was supplied through a head gate and buried culver system to the pump pit.

This Pumping System has been utilized to supply decreed water to the property for approximately the last forty-six years.


Patrick J. Taney

2-26-2007
Date

5

6-11-1920

AFFIDAVIT

State of Idaho :
County of Bingham :ss.

W.H.Stufflebeam, being first duly sworn, deposes and says that he was well and personally acquainted with Joseph Warren the grantor of that certain warranty deed dated September 3rd, 1884 and recorded in book "B" of Deeds at page 760 of the records of Bingham County, Idaho; and also with Emily Warren, the grantee of that certain Warranty Deed, dated May 16th, 1888 and recorded in book "E" of Deeds at page 5 of the records of Bingham County, Idaho; and hereby certifies that the said mentioned Joseph Warren and Emily Warren were husband and wife on September 3rd, 1884 affiant further certifies that Alice Warren Miller, one of the grantors of those two certain quitclaim deeds dated April 20th, 1904 and recorded in book "15" of Deeds at pages 382 and 389 of the records of Bingham County, Idaho, was the daughter of Joseph Warren, deceased, named in his will and in the Probate Proceedings of his estate in Bingham County, Idaho, as Alice Warren.

Affiant further certifies that Emily Warren Hodder, grantor of that certain Warranty Deed dated February 2nd, 1904 and recorded in book "3" of Deeds at page 74 of the records of Bingham County, Idaho, was the widow of Joseph Warren, deceased, and named in his will and in the Probate Proceedings of his estate in Bingham County, Idaho, as Emily Warren.

Affiant further certifies that George Warren, one of the grantors of that certain Warranty Deed, dated August 3rd, 1907 and recorded in book "9" of Deeds at page 402 of the records of Bingham County, Idaho, is the identical person who is named as George R. Warren in those two certain Quitclaim deeds dated April 20th, 1904 and recorded in book "15" of Deeds at page 382 and 389 of the records of Bingham County, Idaho, and who also the grantee in that certain Warranty Deed, dated March 2nd, 1904 and recorded in book "15" of Deeds at page 483 of the records of Bingham County, Idaho.

W. H. Stufflebeam,
Subscribed and sworn to before me this 11th day of June, 1920.

N. J. Thorstenberg, Notary Public
of Idaho
Residing at Blackfoot, Idaho.

(Seal)
My commission expires
Jan. 25, 1921.
Recorded-June 11th, 1920 at-
1:06 P.M., in book "E" of Miscel-
laneous at page 29 of the re-
cords of Bingham County, Idaho.

WARRANTY DEED

212973

4-7-1976

For Value Received, We, JOHN TANEY and ALVINA M. TANEY, husband and wife, of Bingham County, Idaho,

the grantors, do hereby grant, bargain, sell, and convey unto LAVERELLE STECKLEIN and DEANNA STECKLEIN, husband and wife, of Route 3, Box 82, Blackfoot, Idaho 83221,

the grantee s, the following described premises, to-wit:

212973

NO. 212973
BINGHAM COUNTY, IDAHO
GRACE W. HARRIS, RECORDER

76 JUN 2 PM 4 04

OFFICIAL RECORD BY HQ 19
FEE 2.00 DEPUTY EHE
RECORDED AT REQUEST OF

BINGHAM TITLE & TRUST CO.

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

Dated: April 7, 1976.

(2)

John Taney
Alvina M. Taney

STATE OF IDAHO, COUNTY OF Bingham
On this 7th day of April, 1976,
before me, a notary public in and for said State, personally
appeared JOHN TANEY and ALVINA M. TANEY
husband and wife,

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

W. C. Williams
Notary Public

Residing at Blackfoot, Idaho
Comm. Expires: January 31, 1978

STATE OF IDAHO, COUNTY OF

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

at minutes past o'clock m.,
this day of
19, in my office, and duly recorded in Volume
of the Official Records.

Ex-Officio Recorder

By Deputy.

Fees \$
Mail to:

INSTRUMENT No.

11.5

A portion of Section 16, Township 3 South, Range 35,
East of the Boise Meridian, in Bingham County, Idaho, described as

Commencing at the SW corner of said Section and running thence N. 940 feet;
thence E. 330 feet; thence N. 42° E. 848.76 feet; thence N. 26° E. 1848 feet; thence
S. 52° E. 396 feet; thence N. 52°15' E. 299.64 feet; thence E. 481.8 feet to the W. bank
of the Blackfoot River; thence following said Blackfoot River as follows: S. 37° E.
377.2 feet; thence S. 34°30' W. 439.56 feet; thence S. 35°30' W. 336.6 feet; thence S.
24°15' W. 286.44 feet; thence S. 15°45' E. 385.64 feet; thence S. 61°15' W. 402.6 feet;
thence S. 19°45' W. 299.64 feet; thence S. 34°30' W. 342.54 feet; thence W. 391.38
feet; thence S. 58° W. 726 feet; thence S. 22°45' W. 162.36 feet; thence S. 3°03' E.
521.4 feet; thence W. 786.06 feet to the place of beginning; also

Beginning at a point which is N. 990 feet, E. 330 feet, N. 42° E. 848.3 feet,
N. 26° E. 1848 feet and S. 52° E. 122 feet from the SW corner of said Section 18,
thence S. 52° E. 274 feet, thence N. 52°15' E. 350 feet, thence S. 87°35' W. 494 feet
to the point of beginning;

EXCEPTING THEREFROM: A portion of the West half of said Section 18
described as: Beginning at a point in a fence line that is N 00°16'00" E. along the
Section line 2627.22 feet to the West quarter corner, and S. 89°19'55" E. 1350.60
feet from the SW corner of said Section 18, thence N. 24°58'17" E. along a fence line
632.53 feet; thence N. 86°32'17" E. along a fence line 1099.10 feet; thence S. 06°58'18"
E. along a fence line on the W. line of a County Road 418.90 feet; thence S. 67°11'03"
W. along a fence 936.09 feet; thence N. 86°45'40" W. 602.00 feet; thence N. 24°58'17"
E. along a fence line 115.84 feet to the point of beginning;

ALSO EXCEPTING THEREFROM: Beginning at a point which is N. 990 feet, E. 330 feet;
N. 42° E. 848.8 feet, and N. 26° E. 1751.5 feet from the SW corner of said Section 18,
thence N. 26° E. 96.2 feet, thence S. 52° E. 122 feet, thence S. 87°35' W. 134.5 feet
to the point of beginning;

ALSO EXCEPTING THEREFROM That portion thereof lying East of the County Road.

Together with the water rights and ditch rights of way used for the irrigation
of the lands hereby conveyed, and particularly 75 inches of the decreed water of
Blackfoot River, decreed in the case of Fred S. Stevens, et al. vs The Eastern Idaho
Water Company, and a 3/4 interest in and to an electric motor and pump used to
divert such water from Blackfoot River at the Northeast corner of the tract herein
reserved by the Grantors.

Subject to: taxes and water assessments for the year 1976, which the Grantees
assume and agree to pay; to all existing reservations in government patents; to all
existing rights of way for roads and irrigation ditches, and to existing building,
zoning and other regulations of use.

2

INSTRUMENT NO.

WARRANTY DEED

12-28-1979

For Value Received, We, JOHN TANEY and ALVINA M. TANEY, husband and wife,
of Bingham County, Idaho,

the grantors, do hereby grant, bargain, sell, and convey unto Laverelle Stecklein and
Deanna Stecklein, husband and wife, of Route 3, Box 157, Blackfoot, Idaho 83221,

the grantee, the following described premises, to-wit:

Part of Section 18, Township 3 South, Range 35, East of the Boise Meridian,
Bingham County, Idaho, described as:

Beginning at a point that is North 00°16'00" East along the section line
2627.22 feet (to the West 1/4 corner) and South 89°19'55" East 1350.60
feet from the Southwest corner of said Section 18; thence North 24°58'17"
East 632.63 feet; thence North 86°32'17" East along a fence line 352.29 feet;
thence South 00°12'25" West 705.44 feet; thence South 89°47'35" East 3.13
feet; thence South 67°11'03" West 72.84 feet; thence North 86°45'40" West
602.00 feet thence North 24°58'17" East 115.84 feet to the point of beginning.

Parcel contains 8.267 acres.

ALSO an easement for a private roadway 25.00 feet in width extending from
the Northeast corner of the above-described tract North 86°32'17" East 746.81
feet to the County road; thence South 06°58'18" East along said road 20.00 feet;
thence South 86°32'17" West 747.00 feet more or less to the East line of said
tract; thence North 00°12'25" East 20.00 feet to the point of beginning.
The Grantors reserve to themselves, their heirs and assigns, the right to
maintain gates at both ends of the said private road to prevent use thereof
by the public and in order to turn livestock, and further reserve the right to
terminate this easement in the event the lands above described are used for
other than farming purposes.

Also, 4 inches of the decreed water of the Blackfoot River, decreed in
the case of Fred S. Stevens, et. al. vs. Eastern Idaho Water Company, with
priority of April 1, 1885, from the decree of Leon Misslin.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees,
their heirs and assigns forever. And the said Grantors do hereby covenant to and
with the said Grantees, that they are the owners in fee simple of said premises; that said
premises are free from all incumbrances except as hereinabove set forth and that they will warrant and
defend the same from all lawful claims whatsoever.
Dated: December 28, 1979.

JOHN TANEY

ALVINA M. TANEY

STATE OF IDAHO, COUNTY OF

On this 28th day of December, 1979,
before me, a notary public in and for said State, personally
appeared JOHN TANEY and ALVINA M. TANEY,
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.

Notary Public

Residing at Blackfoot, Idaho

Comm. Expires Jan. 31, 1982

STATE OF IDAHO, COUNTY OF

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

at _____ minutes past _____ o'clock m.,
this _____ day of _____,
19 _____, in my office, and duly recorded in Volume _____
of the Official Records.

Ex-Officio Recorder

By _____ Deputy.

Fees \$
Mail to:

6

12-28-1979

WARRANTY DEED

261368

For Value Received, We, LAVERELLE STECKLEIN and DEANNA STECKLEIN, husband and wife, of Bingham County, Idaho,

the grantors, do hereby grant, bargain, sell, and convey unto JOHN TANEY and ALVINA M. TANEY, husband and wife, of Route 3, Box 104, Blackfoot, Idaho 83221,

the grantees, the following described premises, to-wit:

Part of Section 18, Township 3 South, Range 35, East of the Boise Meridian, Bingham County, Idaho, described as:

Beginning at a point that is North 00°16'00" East 1412.74 feet along the section line and East 2028.36 feet from the Southwest corner of said Section 18; and running thence along the West bank of the Blackfoot River North 48°29'09" East 326.63 feet; thence North 52°54'54" East 153.43 feet; thence North 16°42'26" East 170.45 feet; thence North 26°15'10" West 165.74 feet; thence North 10°06'22" West 118.94 feet; thence North 25°55'40" East 279.39 feet; thence North 49°48'54" East 362.99 feet; thence leaving said Blackfoot River and running along a fence line on the West side of a county road North 00°23'00" West 189.63 feet; thence South 67°11'03" West 838.55 feet; thence South 89°47'35" East 56.87 feet; thence South 00°12'25" West 1087.75 feet to the point of beginning.

Parcel contains 10.8515 acres.

ALSO all of the right, title, and interest of the Grantors in and to an electric motor and pump used to divert water from the Blackfoot River at the Northeast corner of the above-described tract.

RECORDED AT THE REQUEST OF
BLACKFOOT, IDAHO
O.R. NO. 42 FEE 2000

'79 DEC 31 PM 4 48
261368

RECORDED AT THE REQUEST OF
Alan Hennrich
Jurick, Martech, et al

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that they are the owners in fee simple of said premises; that said premises are free from all incumbrances except as hereinabove set forth and that they will warrant and defend the same from all lawful claims whatsoever.
Dated: December 28, 1979.

Laverelle Stecklein
LAVERELLE STECKLEIN

Deanna Stecklein
DEANNA STECKLEIN

STATE OF IDAHO, COUNTY OF Bingham
On this 28th day of December, 1979,
before me, a Notary Public in and for said State, personally
appeared Laverelle Stecklein and Deanna
Stecklein, 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.

William Beckner
Notary Public
Residing at Blackfoot, Idaho
Comm. Expires Jan. 31, 1983

STATE OF IDAHO, COUNTY OF
I hereby certify that this instrument was filed for record at
the request of

at _____ minutes past _____ o'clock m.,
this _____ day of _____,
19 _____, in my office, and duly recorded in Volume _____
of the Official Records.

Ex-Officio Recorder

By _____ Deputy.

Fees \$
Mail to:

RECEIVED
FEB 24 2004
By _____

INSTRUMENT NO.

2-16-1948

WARRANTY DEED

THIS INDENTURE, Made this 16th day of February
in the year of our Lord one thousand nine hundred and forty-eight, between

ROBERT CRAWFORD and MARY CRAWFORD, husband and wife,

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

JOHN TANEY

of the County of Bingham 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 EIGHTEEN THOUSAND FIVE HUNDRED and no/100- -(\$18,500.00)- - - - DOLLARS,
lawful money of the United States of America,

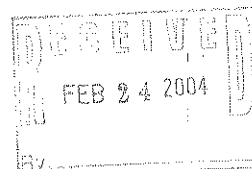
to them in hand paid by the said
party of the second part, the receipt whereof is hereby acknowledged, have granted,
bargained and sold, and by these presents do grant, bargain, sell, convey and confirm
unto the said party of the second part, and to his heirs and assigns forever, all of
the following described real estate, situated in the County of
Bingham State of Idaho, to-wit:

Commencing at the Southwest corner of Section 18, Township 3 South,
Range 35 E. B. M., and running thence North 15 chains; thence East 5
chains; thence North 42° East 12.86 chains; thence North 26° East 28 chains;
thence south 52° East 6 chains; thence North 52°15' East 4.54 chains;
thence East 7.3 chains to the West bank of the Blackfoot River; thence
meandering said Blackfoot River as follows: South 37° East 5.72 chains;
thence South 34°30' West 6.66 chains; thence South 55°30' West 5.1 chains;
thence South 24°15' West 4.34 chains; thence South 15°45' East 5.54
chains; thence South 61°15' West 6.1 chains; thence South 19°45' West
4.54 chains; thence South 34°30' West 5.19 chains; thence West 5.93
chains; thence South 58° West 11 chains; thence South 22°45' West 2.46
chains; thence South 3°03' East 7.9 chains; thence West 11.91 chains
to the place of beginning.

Together with all water and ditch rights thereunto belonging or
in anywise appertaining and particularly 100 inches of decreed water
in the Blackfoot River.

Subject to a mortgage in favor of the Federal Land Bank in the
sum of \$5,209.34 now of record against said property.

Subject to taxes for the year 1948.



TOGETHER, With all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainders and remainders, rents, issues and profits thereof; and all estate, right, title and interest in and to the said property, as well in law as in equity, of the said parties of the first part TO HAVE AND TO HOLD, All and singular the above mentioned and described premises, together with the appurtenances, unto the party of the second part, and to his heirs and assigns forever and the said parties of the first part, and their heirs, the said premises in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, against the said parties of the first part, and their heirs and against all and every person and persons whomsoever, lawfully claiming or to claim the same shall and will WARRANT and by these presents forever DEFEND.

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

Signed, Sealed and delivered in the presence of

Robert Crawford (SEAL)
Mary Crawford (SEAL)
(SEAL)
(SEAL)

STATE OF ~~IDAHO~~ ^{Washington} } ss.
County of *Spokane*

On this *21st* day of February in the year 19 *48*, before me

Violet J. Ash

, a Notary Public

in and for said State, personally appeared

ROBERT CRAWFORD and MARY CRAWFORD, 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.

Violet J. Ash
Notary Public for the State of *Wash*

My commission expires *May 17*, 19*51*

residing at *Cheney, Wash*

WARRANTY DEED

TO

Dated _____ 19____

STATE OF IDAHO } ss.
County of *Bingham*

I hereby certify that this instrument was

filed for record at request of

John J. J. J.
at *20* minutes past *11*
o'clock *A. M.*, this *11* day
of *March*, A. D. 19*48*
in my office, and duly recorded in Book *77*
of *473* at page *473*

Ex-Officio Recorder.

By *W. J. J. J.* Deputy

Fee \$ *1*

Mail to

UNRECORDED

No. 5545

INDEXED

App. A21373-Crawford
No. 46315

19 $\frac{1}{2}$ YEAR LOAN

\$ 5,000.00

THE FEDERAL LAND BANK OF SPOKANE

State of Idaho

December 1st, 1933

FOR VALUE RECEIVED, I promise to pay to the order of THE FEDERAL LAND BANK OF SPOKANE, at its office in the City of Spokane, Washington, the sum of

FIVE THOUSAND DOLLARS

with interest at the rate of five and one-half per cent per annum, both principal and interest being payable semi-annually in manner and form as follows:

Thirty-eight equal semi-annual payments of

TWO HUNDRED TWELVE DOLLARS AND FIFTY CENTS

each, payable on the 1st day of June and December in each year, beginning on the

1st day of June, 1934, and a final payment of

EIGHTY-THREE DOLLARS AND FORTY-THREE CENTS

payable on the 1st day of June, 1953, unless this note shall matured sooner by extra payments on account of principal. Each of said payments shall be applied first to the payment of interest accrued to the maturity thereof, the remainder to be applied to payment of principal.

All payments not made when due shall bear interest thereon until paid at eight per cent per annum. If any default be made in any such payments, or in case of failure to comply with any of the requirements or covenants contained in the mortgage given by the maker hereof to secure the payment of this note, then at the election of the holder of this note, without presentment or demand, the principal sum hereof, and all accrued interest thereon shall become due and payable at once.

Any maker of this note shall have the privilege of paying, on any installment due date after five years from the date hereof, one or more additional installments of principal. Any principal payments in addition to those hereinbefore contracted to be made shall operate to discharge the debt evidenced hereby at an earlier date and shall not reduce the amount or defer the due date of any installment hereinabove provided for.

The makers, signatories, endorsers, guarantors, and all other persons liable for the payment hereof waive presentment for payment, notice of dishonor, protest and notice of protest.

In case of suit thereon, the maker shall be liable to pay a reasonable attorney's fee in addition to other costs.

This note is secured by first mortgage on real estate in Bingham County, State of Idaho.

AUG 17 1961
FARM LOAN REGISTRAR
TWELFTH FARM CREDIT DISTRICT
SPOKANE, WASHINGTON

Post Office:

Blackfoot, Idaho

Route 3

Charles E. Crawford
Cora E. Crawford

In case of any suit to foreclose this mortgage or to collect any charge growing out of the debt hereby secured, or any suit which the mortgagee may be obliged to defend to effect or protect the lien hereof, the mortgagors agree to pay a reasonable sum as attorney's fees and all costs and legal expenses in connection with said suit, and further agree to pay the reasonable costs of searching records and abstracting or insuring the title, and such sums shall be secured hereby and included in the decree of foreclosure.

Upon the happening of any default hereunder or during the continuance thereof, or upon the maturity of said indebtedness for any cause, the mortgagee shall have the right forthwith to enter into and upon the mortgaged premises and take possession thereof, and to collect the rents, issues and profits thereof, and apply the same, less reasonable costs of collection, upon the indebtedness hereby secured, and the mortgagee shall have the right to the appointment of a receiver to collect the rents, issues and profits of the mortgaged premises. The rents, issues and profits of said premises after default are hereby assigned and mortgaged to the mortgagee as additional security for the indebtedness herein described.

This mortgage and the note secured hereby are executed and delivered under and in accordance with the said Federal Farm Loan Act as amended, and are subject to all the terms, conditions and provisions thereof, which Act is made a part hereof the same as if set out in full herein.

The covenants and agreements herein contained shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, The mortgagors have hereunto set their hands the day and year first above written.

Charles E. Crawford

Cora E. Crawford

STATE OF IDAHO,
County of Bingham } ss.

On this 25 day of April, in the year 1934, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Charles E. Crawford and Cora E. Crawford, 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 herein above written.

Yan C. Buchanan
Notary Public for the State of Idaho,

residing at Blackfoot

My commission expires March 9, 1938

9

The undersigned National Farm Loan Association, organized and existing under the Federal Farm Loan Act as amended, by its proper officers thereunto duly authorized by resolution of its Board of Directors duly adopted, 19____, and pursuant to the provisions of said Act as amended, hereby endorses and becomes liable, under the terms and provisions of said Act as amended, for the payment of the indebtedness secured by the within mortgage.

48315

Dated this _____ day of _____, 19____, National Farm Loan Association

By _____ President

~~ATTEST:~~

~~SECRETARY~~

13687

Amortization Mortgage

FROM

Charles F. Crawford, et ux,

TO

The Federal Land Bank of Spokane

STATE OF IDAHO,

County of Bingham } ss.

I hereby certify that the within instrument was filed for record in the office of the County

Recorder of said County on the 26

day of April

A. D. 1934 at 3 o'clock

and 30 minutes, P M.

at the request of

The Bingham Title & Trust Co.

and recorded on page 116

of Book 64 of Mortgages.

P. B. Dance
County Recorder.

By Samuel L. Bishop, Deputy

Mail to

THE FEDERAL LAND BANK OF SPOKANE
SPOKANE, WASHINGTON
(Recorder's seal must be affixed)

The fee for recording this mortgage is \$ 4.00
and was paid by _____

DC



MORTGAGE REAMORTIZATION AGREEMENT

(Loan No. 48315)

THIS AGREEMENT, Made this 22nd day of July, 1946, between

Robert Crawford and Mary Crawford, husband and wife,

hereinafter designated as Mortgagors, and The Federal Land Bank of Spokane, a corporation organized and existing under the Federal Farm Loan Act, approved July 17, 1916, with its principal place of business in the City of Spokane, County of Spokane, State of Washington, hereinafter designated as Mortgagee, WITNESSETH:

THAT, WHEREAS, By mortgage recorded in Book 64 of Mortgages, at page 116, records of Bingham County, State of Idaho, Mortgagors, or their predecessors in interest, mortgaged to The Federal Land Bank of Spokane, a corporation, the real property described therein, reference to which mortgage as so recorded is hereby made for the terms thereof and the description of said property; and

WHEREAS, There is owing Mortgagee upon the debt secured by said mortgage the aggregate sum of \$4,388.95 as of July 1st, 1946, being the date as of which this agreement is effective; and

WHEREAS, The Mortgagors desire that the said indebtedness be reamortized;

NOW, THEREFORE, In consideration of the premises and the mutual promises of the parties hereto it is agreed:

That the said total sum now owing under said mortgage, as hereinabove set forth, with interest from the date as of which this agreement is effective at the rate of 4 1/2% per annum on an amortization plan, shall be paid in 40 semi-annual installments payable on the 1st day of June and the 1st day of December in each year hereafter until said indebtedness shall be fully paid; the first such installment to be due and payable on the 1st day of December, 1946, and the last such installment to be due and payable on the 1st day of June, 1966; each of such installments, except the last, to be in the sum of \$167.56.

Extra payments on installments may be made on any installment date and, unless otherwise agreed in writing by Mortgagee, any such payments shall operate to reduce the balance owing and to discharge the debt evidenced hereby at an earlier date, but shall not alter the obligation to pay full semi-annual installments as above provided until the debt is paid in full.

In consideration of the change in terms of payment herein provided, Mortgagors hereby covenant and agree to pay the said aggregate amount unpaid under the terms of said note and mortgage, with interest at the rate specified, at the times and in the amounts as above set forth, it being expressly agreed that if Mortgagors were not heretofore personally liable under said note and mortgage they hereby assume and agree to pay the debt owing thereunder, and to perform each of the other agreements therein provided of the mortgagors therein named.

The said mortgage and the lien thereof (except as to any property heretofore released therefrom of record) and the note secured thereby, as the times for payment are hereby changed, are continued in full force and effect in each of the covenants and agreements therein contained including the provision for penalty interest on installments not paid when due, and mortgagee may at its option declare the entire indebtedness due and payable upon default in the payment of any of the sums secured, when due as so specified, or for any other cause for acceleration of maturity specified in said mortgage.

Mortgagee hereby expressly reserves all rights against sureties, guarantors and all parties liable for the payment of said indebtedness, and any persons who may have any interest in or lien upon any or all of the property so mortgaged, who do not consent hereto, and the right of itself and of all such parties to maintain any action on the original note and mortgage necessary to preserve such rights. All rights of any one against whom rights are herein reserved may be enforced as if this agreement had not been made.

The Mortgagors and all other persons hereafter becoming liable for the payment of the above debt consent to all indulgences, extensions, renewals and reamortizations granted or permitted by the Mortgagee.

This agreement is for the benefit of and binding upon the heirs, representatives, successors and assigns of all parties executing the same, respectively.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

Robert Crawford
Robert Crawford
Mary Crawford
Mary Crawford

Mortgagors

THE FEDERAL LAND BANK OF SPOKANE

By [Signature] Vice-President
Mortgagee

Attest:

[Signature] Assistant Secretary
Approved [Signature] Attorney

COMM-11

Document No. 53614

TO
THE FEDERAL LAND BANK OF
SPOKANE

Mortgage Reamortization Agreement

STATE OF IDAHO, } ss
County of Bingham.

I hereby certify that the within instrument was filed for record at the request of Quayle William on the 20 day of August 1946 at 3 minutes past 3 o'clock

P. M. and was duly recorded in Book 14 of Index Page 188 Bingham County Records.

Deputy Recorder
Recorder's Fee \$ 1.30

MAIL TO:
FEDERAL LAND BANK OF SPOKANE
SPOKANE, WASHINGTON

MASS

My commission expires 8-1-48

Residing at Blackfoot, Idaho

Notary Public in and for the State of Idaho

John D. [Signature]

WITNESS my hand and notarial seal the day and year last above written.

free and voluntary act and deed for the uses and purposes therein mentioned.
foregoing instrument and acknowledged to me that they executed, signed and sealed the same as their
known to me to be the person(s) described in and whose name(s) are subscribed to and who executed the

personally appeared Robert Crawford and Mary Crawford, husband and wife,
On this 9th day of August, 1946, before me, a Notary Public in and for the said state,



STATE OF IDAHO } ss
County of Bingham

FEDERAL FARM LOAN AMORTIZATION MORTGAGE

12-1-1933

KNOW ALL MEN BY THESE PRESENTS, That on this 1st day of December, 1933,Charles E. Crawford and Cora E. Crawford, husband and wife,

hereinafter called the Mortgagors, hereby grant, bargain, sell and convey to THE FEDERAL LAND BANK OF SPOKANE, a corporation organized and existing under the Federal Farm Loan Act as amended, with its principal place of business in the city of Spokane, County of Spokane, State of Washington, hereinafter called the Mortgagee,

the following described real estate situate in the County of Bingham, State of Idaho, to-wit:

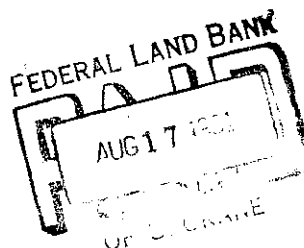
Commencing at the Southwest corner of Section Eighteen, Township Three South, Range Thirty-five, East of the Boise Meridian, and running thence North 15 chains, thence East 5 chains, thence North 42° East 12.86 chains, thence North 26° East 28 chains, thence South 52° East 6 chains, thence North 52½° East 4.54 chains, thence East 7.3 chains to the West bank of Blackfoot River, thence meandering said Blackfoot River as follows: South 37° East 5.72 chains, thence South 34½° West 6.66 chains, thence South 55½° West 5.1 chains, thence South 24½° West 4.34 chains, thence South 15 3/4° East 5.54 chains, thence South 61½° West 6.1 chains, thence South 19 3/4° West 4.54 chains, thence South 34½° West 5.19 chains, thence West 5.93 chains, thence South 58° West 11 chains, thence South 22 3/4° West 2.46 chains, thence South 5.05° East 7.9 chains, thence West 11.91 chains to place of beginning.

Together with all water rights, and rights in ditches, canals and laterals, and rights of way therefor, appurtenant to said premises or used in connection therewith now and/or at any time during the existence of this mortgage, including (but not limited to) the following:

100 inches of the waters of the Blackfoot River by decree of the District Court for Bingham County, Idaho, in case of Stevens vs. Eastern Idaho Water Co., recorded in Book 1 of Judgments, page 107, records of Bingham County, Idaho, and by transfer of rights decreed therein,

CANCELLED

AUG 17 1961

FARM LOAN REGISTRAR
TWELFTH FARM CREDIT DISTRICT
SPOKANE, WASHINGTONBy ptv

together with the tenements, hereditaments, rights, privileges and appurtenances, including private roads, now or hereafter belonging to or used in connection with the above described premises; and all plumbing, lighting, heating, cooking, cooling, ventilating, elevating, watering and irrigating apparatus and other fixtures, now or hereafter belonging to or used in connection with the above described premises, all of which are hereby declared to be appurtenant to said land; and together with all waters and water rights of every kind and description and however evidenced or manifested, and all ditches or other conduits, rights therein and rights of way therefor, which now are or hereafter may be appurtenant to said premises or any part thereof, or used in connection therewith; and together with all of the rents, issues and profits of the mortgaged property.

To have and to hold the same with the appurtenances unto the mortgagee, its successors and assigns forever.

This conveyance is intended as a mortgage to secure the performance of the covenants and agreements herein-
after contained, and the payment of the debt represented by one promissory note made by the mortgagors to the order
of the mortgagee, of even date herewith, for the principal sum of -----
Dollars (\$5000.00),

FIVE THOUSAND -----

with interest thereon from date until maturity at the rate of 5 1/2 per cent per annum, payable semi-annually, on the
whole of said principal sum from time to time remaining unpaid, both principal and interest being payable to the said
mortgagee at its office in the City of Spokane, State of Washington, on an amortization plan in 38 semi-
annual installments of \$ 212.50 each and a final installment of \$ 83.43 which is due in 191

years from the date hereof, unless matured sooner by extra payments on account of principal; and providing also for
reasonable attorney's fees in addition to other costs in case of suit thereon. Installments not paid when due shall bear
interest thereafter until paid at the rate of 8 per cent per annum.

Each of the mortgagors covenants that they are lawfully seized of said premises in fee simple, have good right and
lawful authority to convey and mortgage said premises in the manner and form aforesaid, and that said premises are
free from encumbrance, and each of the mortgagors shall and will warrant and defend the same forever against the
lawful claims and demands of all persons whomsoever, and this covenant shall not be extinguished by any foreclosure
hereof, but shall run with the land.

And each of the mortgagors further covenants and agrees:

To pay all debts and moneys secured hereby, when from any cause the same shall become due;

Not to permit the buildings on said premises to become vacant or unoccupied; not to remove or demolish or permit
the removal or demolition of any buildings or improvements now or hereafter existing on said premises; not to
cut or remove or permit the cutting or removal of timber from said premises except for domestic use; to maintain
and cultivate the premises in a good and husband-like manner, using approved methods of preserving the fertility of
the cultivated portions thereof; to keep the orchards on said land properly irrigated, cultivated, sprayed and cared for;
not to commit or suffer waste of any kind whatsoever upon said premises; and not to use or permit the use of said
premises for any unlawful or objectionable purpose;

Not to permit or suffer any tax, assessment, or other lien or encumbrance prior to the lien of this mortgage, to
exist at any time against said premises;

To procure and deliver to the mortgagee before any interest or penalty on any tax or assessment shall begin to run
or accrue, the official receipt of the proper officer showing payment thereof;

To complete all buildings in course of construction, or about to be constructed thereon, if any, within a reasonable
time from the date hereof in accordance with any agreement heretofore made between the parties hereto;

To keep all buildings in good repair and unceasingly insured against loss or damage by fire in manner and form
and in such company or companies and in such amount as shall be satisfactory to the mortgagee; to pay all premiums
and charges on all such insurance when due; to deposit with the mortgagee all insurance policies whatsoever affecting
the mortgaged premises, with receipts showing payment in full of all premiums and charges affecting said policies;
and that all insurance whatsoever affecting the mortgaged premises shall be made payable, in case of loss, to the
mortgagee, with a mortgage clause in favor of and satisfactory to the mortgagee. The mortgagee shall be entitled to
receive the proceeds of any loss under any such policy, which, if not used in accordance with the rules and regulation
of the Land Bank Commissioner for repair or reconstruction of the buildings damaged or destroyed, may be applied
by the mortgagee upon the indebtedness hereby secured in such manner as it shall elect.

If any of the mortgaged property shall be taken under right of eminent domain, the mortgagee shall be entitled to
receive all compensation for the portion taken and damages to the remaining portion, to be applied by the mortgagee
upon the indebtedness hereby secured in such manner as it shall elect.

Should the mortgagors be or become in default in any of the covenants or agreements herein contained, then the
mortgagee (whether electing to declare the whole indebtedness hereby secured due and payable or not) may, at its
option, perform the same in whole or in part, and all expenditures made by the mortgagee in so doing shall draw
interest at the rate of 8 per cent per annum, and all such expenditures shall be immediately repayable by the mor-
gagors without demand, and together with interest and costs accruing thereon, shall be secured by this mortgage.

The loan secured by this instrument having been made by the party of the second part in reliance upon the fa-
that a portion of the land herein described is irrigable, and for the irrigation of which the parties of the first part
have made proper provision, both as to the water supply and drainage, it is expressly stipulated and agreed that
at any time after five years from the date hereof the directors of said bank shall deem such provision for water supply
or drainage no longer adequate and shall so declare by appropriate action entered on their minute book, the bank

be entitled to call upon the parties of the first part to, at their option, either reduce the balance due on the loan
to fifty per cent of the then value of the security as determined by a federal appraiser, or to give such additional
security as shall, upon the valuation of a federal appraiser, provide security in double the amount of balance
the loan; and in event the parties of the first part shall, within sixty days after receiving such written notice,

or refuse to meet such requirements, the bank may at its option, and after four months' notice in writing to parties
the first part, declare the note hereby secured due and payable, and be entitled to foreclose this mortgage.

Time is material and of the essence hereof; and in case of breach of any of the covenants or agreements hereof
if default be made in the payment of any of the sums hereby secured, or if the whole or any portion of said loan shall
be expended for purposes other than those specified in the original application therefor, except by the written in-
mission of said mortgagee given before said expenditure is made, or if title to said premises or any part thereof shall
be acquired by any subsequent owner who does not assume the payment of the indebtedness secured hereby and
performance of the covenants and agreements hereof, or if said land or any portion thereof shall be hereafter inclu-
in any special assessment district, then, in any such case, the balance of unpaid principal with accrued interest and
other indebtedness hereby secured, shall, at the election of the mortgagee become immediately due without notice, and
this mortgage may be foreclosed; but the failure of the mortgagee to exercise such option in any one or more insta-
shall not be considered as a waiver or relinquishment of the right to exercise such option in case of the same or
other default, but such option shall be and remain continuously in full force and effect during the continuance of
default or condition herein specified.

MAY 29 36 R. 100.00 OCT 31 '38 R. 100.00
JUN 1 - '37 R. 100.00

Rate ~~5~~ 1 1/2 %

Principal **\$5000.00**

YEAR DUE	PAY- MENT NO.	INSTALLMENT	INTEREST	APPLIED ON PRINCIPAL	DATE PAID	INT. TAL.	PRINCIPAL STILL UNPAID	YEAR DUE	PAY- MENT NO.	INSTALLMENT	INTEREST	APPLIED ON PRINCIPAL	DATE PAID	INT. TAL.	PRINCIPAL STILL UNPAID
19	1	77.06			MAY 28 38X		4925.00	19	42						
19	2	77.06					4847.94	19	43						
19	3	79.18					4768.76	19	44						
19	4	81.36					4687.40	19	45						
19	5	83.60					4603.80	19	46						
19	6	85.90					4517.90	19	47						
19	7	88.26					4429.64	19	48						
19	8	90.68					4338.96	19	49						
19	9	93.18					4245.78	19	50						
19	10	95.74					4150.04	19	51						
19	11	98.37					4051.67	19	52						
19	12	101.08					3950.59	19	53						
19	13	103.86					3846.73	19	54						
19	14	106.71					3740.02	19	55						
19	15	109.65					3630.37	19	56						
19	16	112.66					3517.71	19	57						
19	17	115.76					3401.95	19	58						
19	18	118.95					3283.00	19	59						
19	19	122.22					3160.78	19	60						
19	20	125.68					3035.20	19	61						
19	21	129.03					2906.17	19	62						
19	22	132.68					2773.69	19	63						
19	23	136.23					2637.36	19	64						
19	24	139.97					2497.39	19	65						
19	25	143.82					2353.67	19	66						
19	26	147.78					2205.79	19	67						
19	27	151.84					2053.95	19	68						
19	28	156.02					1897.93	19	69						
19	29	160.31					1737.62	19	70						
19	30	164.72					1672.90	19	71						
19	31	169.25					1403.65	19	72						
19	32	173.90					1229.75								
19	33	178.68					1051.07								
19	34	183.60					867.47								
19	35	188.64					678.83								
19	36	193.83					485.00								
19	37	199.16					285.84								
19	38	204.64					81.20								
19	39	81.20													
19	40														
19	41														

Washington Rural, Inc. II AP 9615*

811 500 10-45

The within named national farm loan association hereby indorses and becomes liable for the payment of the promissory note and mortgage taken by the Federal Land Bank of Spokane from the above named borrower in connection with the above numbered loan, said borrower having become a shareholder of said national farm loan association, and having been duly elected to membership therein, and hereby authorizes said bank to attach this indorsement to said note or mortgage.

Robert Crawford

48315

10 24 46

Fast Idaho

National Farm Loan Association

By *Paul D. Howard* Secretary-Treasurer

The within named national farm loan association hereby indorses and becomes liable for the payment of the promissory note and mortgage taken by the Federal Land Bank of Spokane from the above named borrower in connection with the above numbered loan, said borrower having become a shareholder of said national farm loan association, and having been duly elected to membership therein, and hereby authorizes said bank to attach this indorsement to said note

or mortgage
The East Idaho National Farm Loan Association
By Gene D. Arnold Secretary-Treasurer
811 520 10-45
44 X 7 21

WARRANTY DEED

12-27-1915

John Cotton and
Zona Cotton, his wife

TO

Charles E. Crawford

Dated- December 27th, 1915-

Consideration- \$ 12000.00-

Recorded- December 27th, 1915 at-

4:30 P.M. in book "29" of Deeds at-

Page 198 of the records of Bingham County, Idaho-

Witness-

Geo. F. Gagon

John Cotton (Seal)
Zona Cotton (Seal)

Acknowledged by John Cotton and Zona Cotton, his wife-
December 27th, 1915 before Geo. F. Gagon, a Notary Public
of Bingham County, Idaho: Sealed: Commission ex-
pires Dec. 15th, 1919-

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 property in Bingham County, Idaho-

Commencing at the southwest corner of Section 18 Township 3 south of range
35 E.B.M., in Idaho, and running thence north 15 chains, thence east 5 chains
thence North 42° East 12.86 chains, thence North 26° east 28 chains, thence
south 52° east 6 chains, thence North 52½° East 4.54 chains, thence East 7.3
chains to the West bank of Blackfoot River, thence meandering said Black-
foot River as follows, south 37° East 5.72 chains, thence south 34½° west
6.66 chains, thence south 55½° west 5.1 chains, thence south 24½° west 4.34
chains, thence south 15½° east 5.54 chains, thence south 61½° west 6.1
chains, thence south 19½° west 4.54 chains, thence south 34½° west 5.19
chains, thence west 5.93 chains, thence south 58° west 11 chains, thence south
22½° west 2.46 chains, thence south 3.05° east 7.9 chains, thence West 11.91
chains to the place of beginning, containing 93.87 acres. Together with all
ditches, ditch rights of way and water rights thereto appertaining and be-
longing and particularly 50 inches of water in the Blackfoot River, as
decreed to Emily Warren in the case of Fred S. Stevens et al vs. The East-
ern Idaho Water Co., the Judgment therein being recorded in book "1" of
Judgment pages 107-116 records of Bingham County, Idaho, also 50 inches of

(OVER)

5.28.5

FILE 38

the decreed water of Blackfoot River as decreed to Leon Misslen, in the case of Fred S. Stevens, et al. vs. The Eastern Idaho Water Company at all above referred to, and as conveyed to the grantor, John Cotton by E.M. Kennedy and wife, by warranty deed, dated January 30, 1911, which said deed is recorded in the records of Bingham County, Idaho, in book "19" of Deeds, page 439, to which deed reference is hereby made, also a right of way for a ditch conveyed to grantor, John Cotton, by quitclaim deed, executed by Fred S. Stevens, which said deed is recorded in the records of Bingham County, Idaho, in book "20" of Deeds, page 113, to which deed reference is hereby made for a more complete description, of said ditch right of way, with the covenants appertaining thereto.

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.

I.R.S. \$8.50.

The Bingham Abstract Co. Ltd.

WARRANTY DEED

1-19-1911

No. 36820

BOOK NO. 19

This Indenture, Made the 19th day of January in the year of our Lord one thousand nine hundred and eleven, between George R. Warren and Anna C. Warren, husband and wife, and Joseph H. Warren and Urda E. Warren husband and wife.

of the County of Bingham and State of Idaho, the part 103 of the first part, and John Cotton of the County of Bingham and State of Idaho the part Y of the second part,

WITNESSETH: That the said part 103 of the first part, for and in consideration of the sum of

Eight thousand, four hundred

DOLLARS,

lawful money of the United States of America, to them in hand paid by the said part Y of the second part, the receipt whereof is hereby acknowledged, do by these presents grant, 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: Commencing at the

Southwest corner of section eighteen (18), township three (3) south, of range thirty five (35) East of the Boise Meridian, in Idaho, and running thence north fifteen (15) chains; thence east five (5) chains; thence north forty two (42) degrees, east, twelve and 86/100 (12.86) chains; thence north twenty six (26) degrees east, twenty eight (28) chains, thence south fifty two (52) degrees east six (6) chains; thence north fifty two and one fourth (52 1/4) degrees east, four and 54/100 (4.54) chains; thence east seven and 3/10 (7.3) chains to the west bank of Blackfoot River; thence meandering said Blackfoot River as follows; South thirty seven (37) degrees east five and 72/100 (5.72) chains; thence south thirty four and one half (34 1/2) degrees west six and 66/100 (6.66) chains; thence south fifty five and one half (55 1/2) degrees west five and one tenth (5.1) Chains; thence south twenty four and one fourth (24 1/4) degrees west four and 34/100 (4.34) chains thence south fifteen and three fourth (15 3/4) degrees east five and 54/100 (5.54) chains; thence south sixty one and one fourth (61 1/4) degrees west six and one tenth (6.1) chains; thence south nineteen and three fourths (19 3/4) degrees west four and 54/100 (4.54) chains, thence south thirty four and one half (34 1/2) degrees west five and 19/100 (5.19) chains; thence west five and 93/100 (5.93) chains; thence south fifty eight (58) degrees west eleven (11) chains; thence south twenty two and three-fourth (22 3/4) degrees west two and 46/100 (2.46) chains. thence south three and 5/100 (3.05) degrees east seven and nine tenths (7.9) chains, thence west eleven and 91/100 (11.91) chains to the place of beginning, containing ninety three and 87/100 (93.87) acres. Together with all ditches, ditch rights of way and water rights thereto appertaining and belonging, and particularly fifty (50) inches of water in the Blackfoot River, as decreed to Emily Warren in the case of Fred S. Stevens, et al Vs the Eastern Idaho Water Co. the judgment therein being recorded in Book 1 of Judgments pages 107- 116, records of Bingham Co, Idaho

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 103 of the first part and their 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 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 hand and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of

John W. Jones

George R. Warren

(SEAL)

Anna C. Warren

(SEAL)

Joseph H. Warren

(SEAL)

Urda E. Warren

(SEAL)

STATE OF IDAHO,

County of Bingham

ss.

I DO HEREBY CERTIFY THAT, On this 19th day of January in the year of 1911 before me, John W. Jones, a Notary Public

in and for said County and State, personally appeared

George R. Warren and Anna C. Warren husband and wife, and Joseph H. Warren and Urda E. Warren, husband and wife

known to me to be the person whose name is 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

[Seal]

the day and year first above written.

John W. Jones

Notary Public

My commission expires July 17, 1913

WARRANTY DEED

1-30-1911

E.M.Kennedy and
Isabella Kennedy husband and wife

TO

John Cotton

Dated- January 30th, 1911-

Consideration- \$ 500.00-

Recorded- February 8th, 1911 at-

9:12 A.M. in book "19" of Deeds at-

Page 439 of the records of Bingham County, Idaho-

Witness-

P.W.Powers

E. M. Kennedy (Seal)

Isabella Kennedy (Seal)

Acknowledged by E.M.Kennedy and Isabella Kennedy, his-
wife, January 30th, 1911 before P.W.Powers a Notary-
Public of Bingham County, Idaho: No Seal-

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 in Bingham County, Idaho.

50 in-
ches of water in the Blackfoot River, said water being heretofore decreed
to One Leon Misslen as appears in the Blackfoot River Decree, being 50
inches of the 1885 decree to Leon Misslen and deeded to E.M.Kennedy on
March 13, 1906.

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.

(13)

5.6.5.

34

FLB 33

WATER DEED

3-13-1906

Leon Misslen

TO

E. M. Kennedy

Dated- March 13th, 1906-

Consideration- \$ 1.00-

Recorded- April 8th, 1907 at-

10:30 A.M. in book "8" of Deeds at-

Page 623 of the records of Bingham County, Idaho-

Witness-

Eph. H. Watson

Leon Misslen (Seal)

Acknowledged by Leon Misslen, March1906 before-
Eph.H.Watson, 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, and to his heirs and assigns forever, all the following described water in Bingham County, Idaho-

200 inches of the waters of that certain stream known as Blackfoot river in the County of Bingham, and State of Idaho, said water being water heretofore decreed to said Leon Misslen by the District Court of the Fifth Judicial District of the State of Idaho, in and for the county of Bingham, State of Idaho, on the 1st day of May, 1885 as appears from the records of said court, said water herein conveyed being over and above all exception claims to water under the statutes of the state of Idaho, the same being the separate property of the grantor herein.

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.

13

4.11.4.1

33

32

QUITCLAIM DEED

2-13-1912

Fred S. Stevens

TO

John Cotton

Dated- February 13th, 1912-

Consideration- \$ 1.00-

Recorded- February 14th, 1912 at-

10:00 A.M. in book "20" of Deeds at-

Page 113 of the records of Bingham County, Idaho-

Witness-

Geo. F. Gagon

Fred S. Stevens

Acknowledged by Fred S. Stevens, February 13th, 1911 before Geo. F. Gagon a Notary Public of Bingham County, Idaho: Sealed: Commission expires Dec. 20th, 1915-

DESCRIPTION and REMARKS

The party of the first part does 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 in Bingham County, Idaho-

A right of way for a ditch or canal beginning at a point where the East line of the Public highway running North and South along the West side of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Sec. 18 Twp. 3 S. R. 35 E. B. M., intersects with what is known as the Stevens Canal, thence south along the East line of said public highway to the land of John Cotton, and right of way to be of sufficient width to construct said ditch to a carrying capacity of 150 inches of water. Also a perpetual right to carry 150 inches of water through the ditch or canal now owned and used by the party of the first part and known as the Stevens ditch, commencing at the Blackfoot River and running in a southwesterly direction through the land of the party of the first part to the public highway above mentioned.

It is stipulated and agreed by and between the parties hereto and as a part of the consideration hereof, that the said party of the second part will pay in money or labor ³⁵ proportionate part of any expense to be hereafter incurred in maintaining and in keeping in proper condition and repair the said Stevens Ditch or Canal and the diversion dam used in connection therewith.

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

CONTINUATION OF ABSTRACT OF TITLE

NO. 17

BLACKFOOT ABSTRACT COMPANY, BLACKFOOT, IDAHO

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR BINGHAM COUNTY.

Fred S. Stevens, et al :
Plaintiffs :
VS :
Eastern Idaho Water CO., :
et al :
Defendants :

This cause having been heretofore tried by the Court
without a jury and the Court having made its findings of fact and
conclusions of law.

It is now ordered, adjudged and decreed that the following
parties are entitled to divert from the Blackfoot River the amount
of water herein indicated and the right of each party dates from
the time hereinafter stated and set opposite each name, to-wit:-
Among other names is found that of.

EMILY WARREN, April 1st, A.D. 1883- 106 INCHES
Leon Misslen, April 1st, A.D. 1885-300 inches

It is ordered, adjudged and decreed that the several
quantities of water herein decreed shall be the quantities herein-
before named, measured under a four inch pressure, and that the
first appropriation in point of time is first in point of right
and all appropriations of equal or of the same date are of equal
rights, It is further adjudged and decreed that in case of
insufficiency of water to supply all parties the entire volume
is to be devoted to and used by those appropriators who are
first in point of time.

CONTINUATION OF ABSTRACT OF TITLE

NO. 8.-

BLACKFOOT ABSTRACT COMPANY, BLACKFOOT, IDAHO

It is further adjudged and decreed that all water diverted from any stream mentioned in the decree by any party hereto shall be diverted through a box or flume, so arranged and constructed as to permit of the water so diverted, being measured under a four inch pressure and when the waters of the streams mentioned in this decree are not used for irrigation of lands all waters shall be returned to the natural channel of the stream and no diversion thereof allowed.

It is further ordered, adjudged and decreed that all parties to this action shall have the right to use the waters of the several streams named in this decree for domestic purposes.

Done in open Court this August 1st, 1891.

Chas. Cobb, Judge, Pro-tem.

Recorded in Judgment Book
"1" at Pages 107 to 116.

15

ELB 8

In the District Court of the Fifth Judicial District of the State of Idaho, in and for Ringham County.

Fred S. Stevens et. al., Plaintiffs.

vs
Eastern Idaho Water Co. et. al., Defendants,

This cause having been heretofore tried by the Court, without a jury, and the Court having made its findings of fact and conclusions of law,

It is now ordered, adjudged and decreed that the following parties are entitled to divert from the Blackfoot River the amount of water herein indicated, and the right of each party dates from the time herein after stated and set opposite each name, to wit:—

Fred S. Stevens, July, 6th A.D. 1869. — 138 inches

Henry Dunn, July, 1st A.D. 1870 — 300 inches

N.A. Just and

Emma Just, August, 1st A.D. 1871 — 200 inches

Leon Misslew, July, 1st A.D. 1873 — 200 inches

John Misslew, April, 1st A.D. 1874 — 120 inches

H. R. Lewis, March, 1st A.D. 1875 — 100 inches

Dieto Burrell March, 1st A.D. 1876 — 100 inches

William Kirkpatrick May, 1st A.D. 1878 — 100 inches

E. M. Shornaker April 1st A.D. 1879 — 90 inches

Eastern Idaho Water Co. March, 25th A.D. 1880 — 1800 inches

P. B. Fox, Jr.

William Howard

A. Whitten

Arsene E. Whitten

and Calvin Miles

} March, 25th A.D. 1880 — 600 inches

Levi Warren, April 1st A.D. 1882 — 50 inches.

Emily Warren, April 1st A.D. 1883 — 106 inches.

Daniel G. Miller, April 1st A.D. 1883 — 100 inches.

Fred S. Stevens, October 1st A.D. 1884 — 140 inches

N.A. Just and

Emma Just } April 1st A.D. 1885 — 100 inches.

Leon Misslew, May 1st A.D. 1885 — 300 inches.

Robert Miller, May 1st A.D. 1885 — 150 inches.

P. B. Fox Jr.

William Howard

A Whitten

Susan E Whitten

Calvin Miles

W. W. Ritter

Thomas G. Weber

James Drew

Eastern Idaho Water Co.

H. R. Lewis and

Sarah Lewis

James Welch

William A. Davidson

David S. Morgan

William Morgan

William A. Downing

F. Little

Charles S. Burton

John Sharp sr

F. W. Jennings

Donald Tolmie

Samuel Bonup

Jacob Eliason

Caroline Eliason

Maylaw O'Fox

June 1st A.D. 1885 - 1500 inches

July 23^d A.D. 1885 - 560 inches

July 23^d A.D. 1885 - 480 inches

October 1st A.D. 1885 - 6 inches

October 1st A.D. 1885 - 1000 inches

March 1st A.D. 1886 - 160 inches

March 20th A.D. 1886 - 400 inches

April 5th A.D. 1886 - 352 inches

April 5th A.D. 1886 - 132 inches

April 5th A.D. 1886 - 100 inches

April 5th A.D. 1886 - 120 inches

October 4th A.D. 1886 - 240 inches

October 4th A.D. 1886 - 240 inches

November 1st A.D. 1886 - 320 inches

November 1st A.D. 1886 - 400 inches

April 1st A.D. 1887 - 100 inches

April 1st A.D. 1887 - 50 inches

May 1st A.D. 1889 - 145 inches

December 4th A.D. 1889 - 640 inches

That the following rights hereinafore set forth, to-wit:
The right of H. R. Lewis dating from the 1st day of March A.D. 1875, for 100 inches; the right of W. W. Ritter, dating from the 23^d day of July A.D. 1885 for 560 inches; the right of Thomas G. Weber, dating from the 23^d day of July A.D. 1885 for 480 inches; the right of H. R. Lewis and Sarah Lewis dating from the 1st day of March, A.D. 1886, for 160 inches; the right of F. Little dating from the 4th day of October, A.D. 1886, for 240 inches; the right of Charles S. Burton, dating from the 4th day of October, A.D. 1886, for 240 inches; the right of John Sharp sr, dating from the 1st day of November A.D. 1886, for 320 inches; the right of F. W. Jennings, dating from the 1st day of November, A.D. 1886, for 400 inches; the right of Donald Tolmie, dating from the 1st day of April A.D. 1887 for 100 inches; the right of Jacob Eliason and Caroline Eliason