



NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Please print or type
(see instructions on back of page)

OK JC 1-11-06
RECEIVED

JAN 11 2006

Department of Water Resources
Eastern Region

DATE OF CLOSING: _____

LEGAL DESCRIPTION OF PROPERTY: Township 11S Range 37E
Section 8, 1/4 of SE 1/4 of NW 1/4, Govt. Lot _____, BM. AND NE SW
Lot _____, Block _____, Subdivision/Townsite _____
If you have additional legal descriptions, please attach separate sheet.

- ☐ Served Only by a Public Service Water Supply (all water is received from a city or company who maintains water supply system, owns the water right, and bills the customer on a regular basis)
- ☐ Water Right Number(s)
Assigned by IDWR: A29-02349
- ☐ Name and Address of Former Owner/Claimant(s)(Seller): DELMER H. BARREUSS
19455 Old Hwy 91
DOWNEY ID 83234
- ☐ New Owner/Claimant (Purchaser): RALPH GUNTER
- ☐ New Mailing Address: 19455 Old Hwy 91
DOWNEY ID 83234
- ☐ New Telephone Number: (208) 897-5146
- ☐ Does the change in ownership result in a splitting of the water right owned/claimed? yes ☒ no
If yes, then describe the portion of the water right that is now owned/claimed by the new owner:

- ☐ Attach proof of ownership, describe proof attached: _____

(proof of ownership must describe either the property conveyed or include the claim number. Proof of ownership is not required if this form is signed by the former owner/claimant.)

- ☐ Signature of New Owner/Claimant(s) Ralph Gunter Date 1/11/06
- ☐ Signature of Former Owner/Claimant(s): _____ Date _____

(Signature of former claimant(s) is not required if proof of ownership is attached.)

FOR IDWR USE ONLY:
Initial Review and Data-Entry
Date: _____ By: _____
Further Action Needed:
Further Action Taken
Date: _____ By: _____
Final Review and Data-Entry
Date: _____ By: _____
Claim Numbers of Split, if any:

Original to be mailed to Idaho Department of Water Resources
Copies to Former Owner and New Owner

When Recorded Mail To:

U.S. Bancorp Mortgage Company
1246 Yellowstone Avenue, Building C, Suite B
Pocatello, Idaho 83201

GUNTER
Loan Number 30774640

[Space Above This Line For Recording Data]

State of Idaho

DEED OF TRUST

FHA Case No.
121-1295912 703

THIS DEED OF TRUST ("Security Instrument") is made on JANUARY 4, 1993. The Grantor is RALPH M. GUNTER and VALERIE GUNTER, HUSBAND AND WIFE ("Borrower"). The trustee is U.S. BANK OF WASHINGTON, NATIONAL ASSOCIATION ("Trustee"). The beneficiary is U.S. BANCORP MORTGAGE COMPANY, which is organized and existing under the laws of THE STATE OF OREGON, and whose address is 501 SE HAWTHORNE BOULEVARD, PORTLAND, OREGON 97214 ("Lender"). Borrower owes Lender the principal sum of FIFTY-TWO THOUSAND FIVE HUNDRED THIRTY AND 00/100ths Dollars (U.S.\$52,530.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JANUARY 1, 2023. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 6 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in BANNOCK County, Idaho:

THE SOUTH 300 FEET OF THE SE1/4 NW1/4 OF SECTION 8, TOWNSHIP 11 SOUTH, RANGE 37 E.B.M., EXCEPTING THEREFROM, PARCELS DEEDED TO THE STATE OF IDAHO FOR HIGHWAY PURPOSES AS DISCLOSED BY DEEDS RECORDED IN BOOK 95 OF DEEDS, PAGE 346, AND BOOK 105 OF DEEDS, PAGE 431, RECORDS OF BANNOCK COUNTY, IDAHO.

TAX ACCOUNT NO.: R 4433008000

SUBJECT TO AN ACCESS ROAD LYING WITHIN THE BOUNDS OF THE ABOVE DESCRIBED PROPERTY FOR THE PURPOSE OF PROVIDING INGRESS & EGRESS TO LANDS LYING NORTH & SOUTH AND ADJACENT TO THE ABOVE DESCRIBED PROPERTY.

which has the address of 19455 SW OLD HIGHWAY 91, VIRGINIA

Idaho

83234

[Zip Code] ("Property Address");

[Street, City]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

1. **Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. **Monthly Payments of Taxes, Insurance and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, an installment of any (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required by paragraph 4.

Each monthly installment for items (a), (b), and (c) shall equal one-twelfth of the annual amounts, as reasonably estimated by Lender, plus an amount sufficient to maintain an additional balance of not more than one-sixth of the estimated amounts. The full annual amount for each item shall be accumulated by Lender within a period ending one month before an item would become delinquent. Lender shall hold the amounts collected in trust to pay items (a), (b), and (c) before they become delinquent.

If at any time the total of the payments held by Lender for items (a), (b), and (c), together with the future monthly payments for such items payable to Lender prior to the due dates of such items, exceeds by more than one-sixth the estimated amount of payments required to pay such items when due, and if payments on the Note are current, then Lender shall either refund the excess over one-sixth of the estimated payments or credit the excess over one-sixth of the estimated payments to subsequent payments by Borrower, at the option of Borrower. If the total of the payments made by Borrower for item (a), (b), or (c) is insufficient to pay the item when due, then Borrower shall pay to Lender any amount necessary to make up the deficiency on or before the date the item becomes due.

REAL ESTATE MORTGAGE

For Value Received,

Ralph M. Gunter and Valerie Gunter

the mortgagors, do hereby grant, bargain, sell and convey unto

Delmer H. Barfuss and Clea Mae B. Barfuss, husband and wife

the mortgagees, the following described premises, in Bannock County, Idaho, to-wit:

THE NE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$ OF SECTION 8, TOWNSHIP 11 SOUTH, RANGE 37 E.B.M., BANNOCK COUNTY, IDAHO, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL: BEGINNING AT THE NE CORNER OF THE SE $\frac{1}{4}$ NW $\frac{1}{4}$ OF SAID SECTION 8, RUNNING WEST 270 FEET, MORE OR LESS, TO THE EAST LINE OF THE RIGHT OF WAY OF THE OREGON SHORT LINE RAILROAD, THENCE SOUTH 22 33' EAST ALONG THE EAST LINE OF SAID RIGHT OF WAY 685 FEET, MORE OR LESS, TO A POINT DUE SOUTH OF THE PLACE OF BEGINNING; THENCE NORTH 632 FEET TO THE PLACE OF BEGINNING OF THIS EXCEPTION. ALSO EXCEPTING THEREFROM, PARCELS DEEDED TO THE STATE OF IDAHO FOR HIGHWAY PURPOSES AS DISCLOSED BY DEEDS RECORDED IN BOOK 95 OF DEEDS, PAGE 346, AND BOOK 105 OF DEEDS, PAGE 431, RECORDS OF BANNOCK COUNTY, IDAHO. ALSO EXCEPTING THEREFROM THE SOUTH 300 FEET OF THE SE $\frac{1}{4}$ NW $\frac{1}{4}$ OF SECTION 8, TOWNSHIP 11 SOUTH, RANGE 37 E.B.M., BANNOCK COUNTY, IDAHO. TOGETHER WITH AN ACCESS EASEMENT TO THE ABOVE DESCRIBED PROPERTY AND LYING WITHIN THE BOUNDS OF THE SOUTH 300 FEET OF THE SE $\frac{1}{4}$ 4NW $\frac{1}{4}$ OF SAID SECTION, TOWNSHIP & RANGE.

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto the said mortgagees, their heirs and assigns forever.

This conveyance is intended as a mortgage to secure the payment of the sum of 17,000.00

Seventeen thousand dollars and no cents-----DOLLARS with interest, in accordance with the terms of a promissory note of even date herewith, payable to the order of the mortgagee, with final payment due December 24, 1996 and providing for acceleration of the due date of the principal for default in the payment of interest or any installment of principal, and providing for a reasonable attorney's fee in case of suit or action.

The mortgagor covenant and agree with, the mortgagee as follows: That he the owner in fee simple of the above described premises and that they are free from all encumbrances

That he will pay the indebtedness hereby secured promptly, according to the terms of said promissory note. That he will pay all taxes, liens and assessments of any nature hereafter levied or imposed, or becoming payable, upon said premises not later than the twentieth day before delinquency. That he will keep the buildings on said premises insured against loss or damage by fire, by some insurance company acceptable to the mortgagee with loss, if any, payable to the mortgagee as interest may appear, in the sum of at least \$, and deliver such policy or policies of insurance to the mortgagee, until the sums secured by this mortgage are fully paid with interest. The mortgagee may from time to time and whenever it so desires, cause an abstract of title to be continued to the then date or procure a title report from a reputable title company and the mortgagor agree to pay the cost thereof upon demand.

If the mortgagor shall fail to pay any such tax or lien, abstract or title report charge, or fail to maintain such fire insurance, the mortgagee may pay the same or procure said insurance, abstract continuation or title report and pay the cost thereof, and all payments by the mortgagee for any such purpose shall be added to the indebtedness hereby secured, and shall be repayable on demand, with interest at the rate of eight (8) per cent per annum until paid.

For the purpose of further securing said indebtedness and performance of the covenants herein contained, the mortgagor hereby sell and assign to the mortgagee any and all rentals accruing, or to accrue on said premises, during the life of this mortgage.

Now, if the said mortgagor shall pay or cause to be paid all moneys which may become due upon said promissory note and shall otherwise comply with the terms and conditions hereof, this conveyance shall be void; but in case default shall be made in the payment of the indebtedness hereby secured, or any part thereof, principal or interest, or in any of the covenants or agreements herein contained, then the mortgagee or assigns, at his option, may declare the entire indebtedness hereby secured immediately due and payable, and foreclose this mortgage and cause said mortgaged premises to be sold in the manner provided by law, and out of the moneys arising from such sale retain principal and interest together with any sums advanced as provided herein, with interest as aforesaid, together with the costs and charges of such foreclosure suit and sale, including such sum as the court may adjudge reasonable as an attorney's fee to be allowed the plaintiff, and the overplus, if any there be, pay over to the mortgagor, heirs and assigns.

Dated: December 23, 1992

Ralph M. Gunter

Valerie Gunter

Ralph M. Gunter

Valerie Gunter

STATE OF IDAHO, COUNTY OF Bannock
On this 23rd day of December, 1992
before me, a Notary Public in and for said State, personally
appeared

Ralph M. Gunter
Valerie Gunter

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

Christine D. Cannon
Notary Public,

Residing at Pocatello Idaho.
Comm. Expires 8-20-96

INSTRUMENT NO.