

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

Please print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.

15 June 99
D. J. M.

1. Water Right Number(s) _____
Adjudication Claim Number(s) A29-02489B, A29-10054
2. The following **REQUIRED** information must be submitted with this form.

- A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE, or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.
AND
B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually on file with the county.)
OR
C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency (formerly ASCS) AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.

3. Name and Address of Former Owner/Claimant(s) VICKY B DEPPE
916 NIXON RD
POCATELLO ID 83201
4. New Owner/Claimant(s) Evelyn Simpson Turner
Name connector (check one): ☐ AND, ☐ OR, ☐ AND/OR
New Mailing Address 1355 Bangor Lane
City, State and ZIP Code Pocatello, Idaho, 83204
New Telephone Number (208) 232-5232
5. Date you acquired the property Sept. 17, 1991

6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.

Number of acres actually irrigated 4 Number and type of stock _____

Diversion rate in CFS _____ Number of homes _____ Other uses _____
cubic feet per second

If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.

7. Signature of New Owner/Claimant(s) Evelyn Simpson Turner Date 6-15-99

Date _____

- (Corporations or other organizations must submit a list of directors/officers demonstrating authority to sign form.)
8. For Snake River Basin Adjudication Claims: If you are represented by an attorney and you want IDWR to correspond directly with your attorney for all matters related to your claims, please attach a Notice of Appearance completed by your attorney.

A29-02489B
A29-10054

155781

SEP 18 1991
POWER COUNTY AND FILLS
CLOCK-RECOR
BY *Maureen Schelske*
DEPUTY CLERK

WARRANTY DEED

THIS INDENTURE made this 17 day of September, 1991, in the year of our Lord, One Thousand Nine Hundred and Ninety One, between VICKY B. DEPPE, a single person, of Pocatello, County of Power, State of Idaho, the party of the first part, and ESTHER SIMPSON TURNER, a single person, of Pocatello, County of Power, State of Idaho, the party of the second part.

WITNESSETH: That the said party of the first part, for and in consideration of the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, lawful money of the United States Of American, to her in hand paid by the party of the second part, the receipt of which is hereby acknowledged, does by these presents, Grant, Bargain, Sell, Convey and Confirm unto said party of the second part, and ot her heirs and assigns forever: All that certain lot, piece, or parcel of land situated, lying and being in the County of Power, State of Idaho, bounded and more particularly described as follows, to-wit:

South 1,196.25 feet of the SE1/4 NE1/4; North 1/2 of the NE1/4 SE1/4 of Section 4, Township 6 Range 33 East Boise Meridian, containing approximately 56.25 feet.

This deed is an absolute conveyance, the Grantor having sold the land to the Grantee for a fair and adequate consideration, such consideration, in addition to that above recited, being full

WARRANTY DEED
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STATE OF IDAHO
COUNTY OF POWER } SS.

I hereby certify that the foregoing instrument is a full, true and correct copy of the original on file in the office of the undersigned Clerk of the District Court, of the Sixth Judicial District of Idaho, for Power County.

CAROL SCHREIBER

By *Maureen Schelske*
DEPUTY CLERK

satisfaction of all obligations secured by the mortgage executed by VICKI B. DEPPE, a single person; and ESTHER SIMPSON TURNER, a single person, recorded as Instrument No. 148264, of the official records of Power County, State of Idaho, and the Promissory Note secured thereby.

The Grantor declares that this conveyance is freely and fairly made, and that there are no agreements, oral or written, or other than this deed between Grantor and Grantee with respect to said land.

Together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in any wise 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 thereunto incident unto the said party of the second part and to her heirs and assigns forever. The said party of the first part, and her heirs and assigns, warrant the said premises in quiet and peaceable possession of the said party of the second part, her heirs and assigns, against the said party of the first part and against all and every person or persons whosever, lawfully claiming or to claim the same, shall and will warrant and by these presents forever defined.

IN WITNESS WHEREOF, the said party of the first part has hereunto set her hand and seal the day and year first above written.


VICKI B. DEPPE

STATE OF IDAHO)
) ss.
County of Bannock)

On this 17 day of September, 1991, before me, a Notary Public in and for the State of Idaho, personally appeared VICKI B. DEPPE, a single person, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same.

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




NOTARY PUBLIC FOR IDAHO
Residing at: Pocatello, Idaho

REAL ESTATE MORTGAGE

THIS MORTGAGE, de by VICKI B. DEPPE,
City of Portland of the County of Multnomah, State of Oregon, as mortgagor, and
ESTHER TURNER City of Pocatello of the County of Bannock, State of Idaho, as mortgagee,
 WITNESSETH: That the said mortgagor, in consideration of
TEN THOUSAND DOLLARS AND NO/100 DOLLARS,
 the receipt whereof is by said mortgagor hereby acknowledged, does grant, bargain, sell and convey unto
 the said mortgagee, its successors and assigns forever, the following described real estate situated in
 Power County, State of Idaho, to-wit:

South 1,196.25 feet of the SE1/4 NE1/4; North 1/2 of the
 NE1/4 SE1/4 of Section 4, Township 6 Range 33 East Boise
 Meridian, containing approximately 56.25 acres.

S.

TOGETHER WITH all the improvements, privileges and appurtenances thereunto belonging and the rents, issues and
 profits thereof, and all rights of homestead exemption, together with all ditch and water rights of every nature, however evidenced,
 used on said land or belonging to the same or said mortgagor, or which may be hereafter acquired or used upon said land. Said
 mortgagor hereby warrants the title to said land and water rights against all persons whomsoever, and agrees to defend the same.
 This grant is intended as a mortgage:

(1) To secure payment of the principal sum of

TEN THOUSAND AND NO/100 DOLLARS,
 lawful money of the United States of America, evidenced by and according to the terms of said promissory note executed
 and delivered by Esther Turner to Vicki B. Deppe

as maker, said note, being made, executed and delivered to the mortgagee
 herein as payee, and being more particularly described as follows:
 Promissory Note for \$10,000.00, dated July 20, 1988, due 1st payment due 8-20-88,
 Note for \$10,000.00, dated July 20, 1988, due monthly until paid in full
 all of which notes bear interest at the rate therein specified, both said principal and interest being payable at
Ten Percent (10%) per annum

(2) To secure payment of any and all extensions or renewals, and successive extensions or renewals of the notes above
 described, or of the indebtedness represented by the same, and of any other indebtedness at any time secured by this mortgage,**
 whether represented by notes, drafts, open account or otherwise, and all the interest on all of the same, all of which extensions
 or renewals* shall be optional with the mortgagee, but at the mortgagee's option may be made by new notes or otherwise, and
 at, before, or after maturity, and for all of which this mortgage shall stand as a continuing security until paid.

** together with all advances made to the mortgagors during the life of this mortgage,
 or advances

The said mortgagor hereby covenants and agrees to pay, before the same become delinquent, all taxes and assessments
 upon said premises, or this mortgage, or debt secured hereby, laid, or assessed in Idaho; also all personal taxes; also all dues or
 assessments upon ditch or water rights or water stock representing water appurtenant to said premises, and in the event of de-
 fault so to do, the holder hereof may pay the same; to keep the buildings located upon said premises insured in the sum of at
 least \$ 10,000.00, with loss, if any, payable to the said mortgagee, or assigns, in some company to be
 approved by the mortgagee, and deliver all policies and the renewals thereof, to it, and in the event of default to so do, the holder
 hereof may insure the same.

In case of the foreclosure hereof the said mortgagor agrees to pay a reasonable attorney's fee, the same to be a lien
 upon the said premises and due and payable when suit is begun. The plaintiff in such suit of foreclosure shall be entitled with-
 out notice, to the appointment of a receiver, to collect and receive the rents, issues and profits of the mortgaged premises, and to
 exercise such other powers as the court shall confer. It is also agreed that should this mortgage be foreclosed, then in the decree of
 foreclosure entered in such action, the property described therein may be ordered sold en masse, or as one lot or parcel, at the
 option of the mortgagee.

It is also agreed, that the failure to pay when due any sum herein covenanted to be paid, or secured hereby, or the failure
 to comply with one of the agreements hereof, shall cause the whole debt to become due and collectable at the option of the
 mortgagee, without notice; that all money paid by the said mortgagee for insurance, taxes, or water or water stock assess-
 ments, or ditch dues, rents or assessments, or any sum paid in protection of the lien of this mortgage shall bear interest from
 the date of such payment at the rate of 10% per annum and shall be secured hereby and collectable with the said
 principal note.

And also, that the mortgagee may at any time, without notice, release portions of said mortgaged premises from the lien of
 this mortgage, without affecting the personal liability of any mortgagor.

PROMISSORY NOTE

\$ 10,000.00

Pocatello, Idaho, July 1988

FOR VALUE RECEIVED, I, WE OR EITHER OF US PROMISE TO PAY TO THE ORDER OF

ESTHER TURNER

or at such other place as the holder may designate in writing

THE PRINCIPAL SUM OF TEN THOUSAND DOLLARS and no/100 DOLLARS (\$10,000.00), with interest from date of signing at the rate of Ten per centum (10 %) per annum, lawful money of the United States of America in installments as follows:

The total sum of Ten Thousand Dollars and no/100 (\$10,000.00) together with Ten Percent (10%) interest, payable at the rate of Two Hundred Dollars and no/100 (\$200.00) per month, first payment due and payable on the 21st day of August, 1988, and each monthly payment due on the 21st day of each and every month thereafter, until paid in full.

If default be made in the payment of any installment under this note, the entire principal sum and accrued interest shall at once become due and payable without notice at the option of the holder of this note. The failure of the holder of this note to enforce its rights upon default in any of the terms of this note shall not constitute a waiver of any such right in the event of a subsequent default. If suit is instituted to collect this note or any portion thereof, I agree to pay, in addition to the costs and disbursements as are allowed by law, such additional sums as the court may adjudge reasonable as attorney's fees in such suit. The makers, sureties, guarantors and endorsers hereof severally waive presentment for payment, protest, notice of protest and of non-payment of this note.

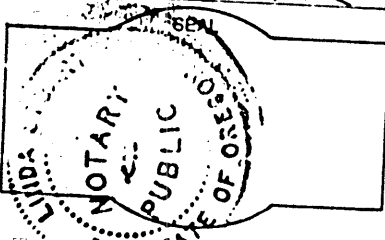
VICKI B. DEPPE

Vicki B. Deppe

GATEWAY PRINTERS—POCATELLO Form 61

INDIVIDUAL ACKNOWLEDGEMENT:

STATE OF: Oregon
COUNTY OF: Multnomah



On this day personally appeared before me Vicki B. Deppe to me known (or proved to me on the oath of her) individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged that he (she or they) signed the same as his (her or their) free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this 22nd day of July, 1988.

Linda Stunt
Notary Signature

My Commission Expires: 03-31-91

Notary Public in and for the State of Oregon

residing at Portland (give city)

IN WITNESS WHEREOF, the said mortgagor... has... hereunto set... her... hand... and seal..., this 22nd day of July in the year of Our Lord One Thousand Nine Hundred and Eighty Eight

Signed, sealed and delivered in the presence of:

Vicki B. Deppe
VICKI B. DEPPE
Vicki B. Deppe

(SEAL)

(SEAL)

(SEAL)

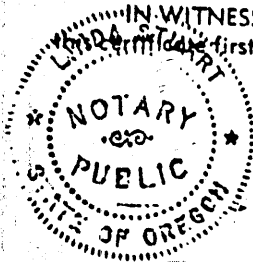
(INDIVIDUAL ACKNOWLEDGEMENT)

STATE OF ~~XXXX~~ OREGON

COUNTY OF Multnomah } ss.

On this 22nd day of July in the year of 19 88, before me, VICKI B. DEPPE, a notary public in and for said State of ~~XXXX~~ Oregon personally appeared

known to me ~~XXXXXX~~ to be the person whose name is subscribed to the within instrument and acknowledged to me that s/he 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.

Linda Stuart

Notary Public for ~~XXXX~~ Oregon

Residing at _____

in Multnomah County, ~~XXXX~~ Oregon
Exp. 03-31-91

(CORPORATION ACKNOWLEDGEMENT)

STATE OF IDAHO

COUNTY OF _____ } ss.

On this _____ day of _____ in the year 19____, before me _____,

_____ a notary public in and for said State of Idaho, personally appeared _____ known to me to be the _____ of _____ the corporation that executed the within instrument, and acknowledged to me that such corporation 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.

Notary Public for Idaho

Residing at _____

in _____ County, Idaho

148264

No.

Real Estate Mortgage

to

Office of County Recorder

County of Idaho

State of Idaho, } ss.

I hereby certify that the within mortgage was filed in my office for record on the 25th day of July A.D. 1988, at 3:58 P.M. and was duly recorded in Book _____ of Mortgages, page 2478 of County Records.

Abigail Glascock
Recorder

Virginia M. Beethke
Deputy
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