

March 9, 1995

I'm Fred R. Bischoff. (I'm 88 years old)
And I bought
the land from the Federal Land
Bank between 1939 and according
to their records the water was
filed on on June 18 1902. We
farmed it until 1965. We used
the water every year to flood
irrigate. We sold the place to
Frank Lee as near as I know
they used the water ever since.

Truman Rowe mortgaged the
land to the Federal Land Bank
He got struck by lightning and it
killed him. He also used flood
irrigation method.

The main crops were hay and
grain.

Fred R Bischoff

Fred Bischoff Came before
me 3-9-95

Belva Olsen Hansen

McCammon, Id

exp date 10-95



MAR 23 1995

Department of Water Resources
Eastern District Office

NOV 13 1995

REFERENCE

A29-11622

A29-04045C

RECEIVED

MAR 23 1995

Department of Water Resources
Eastern District Office

3-19-95

I on March 13, 1981, I, Hattie
B. Smith, and my wife, Dezar K. Smith
purchased, what was called, "The Old Homestead."

After living here for a period of time, and
becoming acquainted with those who knew the
early history of the area, we were informed
that the spring developed for culinary use on
"The Old Homestead" (Reference A29-07617)
has been in use without failing since the "
late 1800's."

The Rows prior to 1939, the Bishoffs
from 1939 - 1965, Frank Law from 1965 - 1981,
and the Smiths from 3/1981 to the present have
used the water from the above named spring.

Property description North Half Section 22,
Township 9 South Range 36 East, Boise
MERIDIAN, BANNOCK Co. Id.

The priority date for the spring is listed
as 10-1-1981, but has been in constant use
for a considerable period of time prior to that
date.

Thank you.

REFERENCE:

A29-07617

A29-11622

A29-04045C

A29-11621

Hattie B. Smith

NOV 13 1990

This conveyance is intended as a mortgage securing the performance of the covenants and agreements hereinafter 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.....

~~Fifty-eight Hundred~~.....Dollars (\$~~5800.00~~.....), with interest thereon from date at the rate of 4% per annum on the principal sum from time to time remaining unpaid, payable to the mortgagee at its office in the City of Spokane, State of Washington, as follows:

Interest only payable on.....December 1st....., 1954., and.....~~annually thereafter to~~
~~and including~~....., 19..... Thereafter 19 equal..... annual payments
of \$426.78..... each, payable on the first day of December..... in each year,
beginning on the first day of.....December....., 1955., and a final payment of \$426.78....., payable on
the first day of.....December....., 1974., unless matured sooner by extra payments on principal; each of
said payments shall be applied first to interest, then to principal. All payments not made when due shall bear
interest thereafter until paid at six per cent per annum.

Mortgagors covenant and agree:

That they are lawfully seized of said premises in fee simple, have good right and lawful authority to convey and mortgage the same, and that said premises are free from encumbrance; and each of the mortgagors 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;

To pay all debts and moneys secured hereby when due;

To keep the buildings and other improvements now or hereafter existing on said premises in good repair and not to remove or demolish or permit the removal or demolition of any thereof; not to cut or permit the cutting of timber from said premises except for domestic use; to maintain and cultivate the premises in a good and husbandlike manner, using approved methods of preserving the fertility thereof; to keep the orchards on said land properly irrigated, cultivated, sprayed, pruned and cared for; not to commit or suffer waste of any kind upon said premises; not to use or permit the use of said premises for any unlawful or objectionable purpose; and to do all acts and things necessary to preserve all water rights now or hereafter appurtenant to or used in connection with said premises;

To pay when due all taxes and assessments upon said premises and to deliver to the mortgagee proper receipts therefor; and to suffer no other lien or encumbrance prior to the lien of this mortgage to exist at any time against said premises;

To keep all buildings 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 affecting the mortgaged premises, with receipts showing payment 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 mortgagee 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 regulations of the Farm Credit Administration for 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 at its option 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 6 per cent per annum, and shall be immediately repayable by the mortgagors without demand, and, together with interest and costs accruing thereon, shall be secured by this mortgage.

Time is material and of the essence hereof; and in case of breach of any of the covenants or agreements hereof, or 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 permission of said mortgagee, or if said land or any portion thereof shall be hereafter included in any special assessment district, then, in any such case, all 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 instances shall not be considered as a waiver or relinquishment of the right to exercise such option upon or during the continuance of the same or any other default.

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 deem it necessary to prosecute or 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 or during the continuance of any default hereunder, the mortgagee shall have the right forthwith to enter into and upon the mortgaged premises and take possession thereof, and 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 and acts amendatory thereof or supplementary thereto, and are subject to all the terms, conditions and provisions thereof, which acts are 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.

Fred R. Bischoff
Esther Bischoff

STATE OF IDAHO,

County of Franklin

ss.

On this 3rd day of November, 1954, before me, Clifford Warr

a Notary Public in and for the State of Idaho, personally appeared

Fred R. Bischoff and Esther Bischoff, 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.

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

Clifford Warr

Notary Public for the State of Idaho,

residing at Preston

My commission expires December 10, 1956

FEDERAL FARM LOAN AMORTIZATION MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That on this 26th day of October, 1954,

Fred R. Bishoff and Esther Bishoff, husband and wife,

MAY 23 1955

hereinafter called the Mortgagors, hereby grant, bargain, sell, convey and mortgage 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, herein-

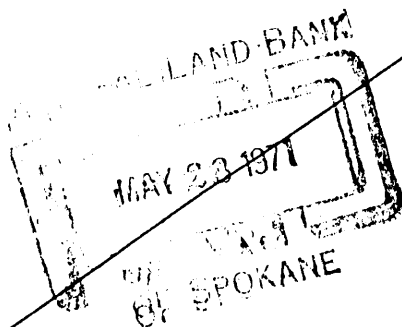
after called the Mortgagee, the following described real estate situate in the County of Bannock, State of Idaho, to wit:

All that portion of the East Half of the East Half of Section Twenty-one lying East of the County Road; Lots Eight, Nine and Ten, and that part of the Southwest Quarter of the Northwest Quarter of Section Twenty-two lying East of the County Road; all in Township Nine South, Range Thirty-six East of the Boise Meridian.

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: 4 c.f.s. of the waters of Rowe Creek with a priority of June 18, 1902; 1 c.f.s. of the waters of Quaken Asp Creek with a priority of June 18, 1902; 2.5 c.f.s. of the waters of Marsh Creek with a priority of May 5, 1947, under State Permit #20063.

Together with all pumping equipment, including but not limited to, one 7½ HP, single phase, Fairbanks Morse Motor #577004; one 7½ HP, single phase, Fairbanks Morse Motor #576314; one 1750 RPM Impeller Fairbanks Morse Pump #PF10816-4; one 1750 RPM Impeller Fairbanks Morse Pump #PF10816-10; engines, pumps and pipes, under or on the surface of the land, now or hereafter belonging to or used in connection with the above described premises, all of which are hereby declared to be and remain a part of the real estate above described, and

↓
COTTONWOOD CREEK



MAY 10 1955

REFERENCE

A29-11622

A29-04045C

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, cooling, ventilating, elevating, watering and irrigating apparatus, stationary scales 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, 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,

BILL OF SALE

MAR 23 1985

STATE OF IDAHO)
 : SS
County of Bannock)

Department of Water Resources
Eastern District Office

KNOW ALL MEN BY THESE PRESENTS, That on this 13 day of March, 1981, Frank Lew, a single person, of McCammon, County of Bannock, State of Idaho, the 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 America, to him in hand paid by MAX RAY JOHNSON and DOROTHY RAY JOHNSON, husband and wife; and KURTTIS BJORK SMITH and SUZAN KAY SMITH, husband and wife, of Inkom, County of Bannock, State of Idaho, the parties of the second part, the receipt whereof is hereby acknowledged, does by these presents, grant, bargain, sell and convey unto said parties of the second, their heirs and assigns:

Potato Celler
Metal Machine Shed
600 feet of board fence
Chicken Coop

Claim to water right in the amount of 6/10 cubic feet evidenced by State of Idaho Department of Water Resources Claim No. 29-4097

20063
29-02269

Claim of water right in the amount of 20 miner inches of water from Marsh Creek which is a part of State of Idaho License And Certificate No. 20064 recorded in Volume 8 of Licenses at page 4957 on the 22nd day of July, 1952, with a priority date of April 24, 1947.

The grant of the above water rights are given with the understanding that no ditch rights are given to transport water across any of the other lands of Frank Lew. Points of diversion must be arranged for by the purchasers. Frank Lew in no way agreesd to furnish ditches or water ways to convey the water to the premises being purchases by Max Ray Johnson, Dorothy Johnson, Kurttis Bjork Smith and Suzan Smith.

TO HAVE AND TO HOLD, the same unto the said parties of the second part, their heirs and assigns forever; and the said

REFERENCE
A29-11622
A29-04045C