

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

UTAH MORTGAGE LOAN CORPORATION,
a corporation,

Plaintiff.

vs.

EATHAN F. CUTLER, JR. and his
wife, IDA E. CUTLER; MELVIN F.
CUTLER and his wife, LUCY CUTLER;
GEORGE H. CUTLER and his wife,
JANE DOE CUTLER, whose true and
correct name is to plaintiff un-
known, VIVIAN E. CUTLER, an un-
married man, and NIBLEY-CHANNEL
LUMBER COMPANY, a corporation;
RENSSELAER L. CURTIS, as Receiver
of the Bannock National Bank of
Pocatello, Idaho, a corporation.

Defendants.

D E C R E E

O F

F O R E C L O S U R E

The above matter having come on regularly for trial before the Court, sitting without a jury, Messrs. Peterson & Coffin appearing for the plaintiff and none of the defendants appearing, and it appearing that all of the defendants, with the exception of NIBLEY-CHANNEL LUMBER COMPANY, a corporation, had been duly and regularly served with Summons in Bannock County, Idaho, and that the time for appearance had expired, and that the default of each and all of said defendants had been heretofore duly and regularly entered, and that said default was properly entered, and it further appearing to the Court that the defendant, NIBLEY-CHANNEL LUMBER COMPANY, A corporation, had filed a Demurrer, which said Demurrer is by the Court over-ruled, and the Court having ordered that an Answer be filed forthwith, and the said defendant, NIBLEY-CHANNEL LUMBER COMPANY, a corporation, having refused to plead further, and the Court having ordered its default for refusal so to plead to be entered, and said default having been by the Clerk entered, and oral and documentary evidence having been offered by the plaintiff and received by the Court, and all and singular the law and the facts being by the Court understood and considered, and the Court having found that all of the allegations of the plaintiff's Complaint are true, and there also having been filed in Court the Disclaimer of Finis Bentley, Trustee in Bankruptcy of the estate of Melvin F. Cutler, Bankrupt.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the plaintiff have judgment against the defendants EATHAN F. CUTLER and Ida E. Cutler, MELVIN F. CUTLER and LUCY CUTLER in the sum of \$2625.77, together with attorney fees in the amount of \$250.00, making a total judgment in the amount of \$2875.77, together with costs taxed in the sum of \$.....

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all and singular the mortgaged premises in said Complaint described and hereinafter in this Decree described, or so much thereof as may be necessary to satisfy the plaintiff's demands, be sold by or under the direction of the sheriff of Bannock County, Idaho, in accordance with law and the practice of this Court, and that any of the parties of this action may be purchasers at said sale.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That if the proceeds of said sale shall be insufficient to pay the amount of the sheriff's costs and commissions on said sale and the plaintiff's demands, that upon the coming in of the return of the sheriff, that the Clerk of this Court docket a judgment against the defendants, EATHAN F. CUTLER JR., IDA E. CUTLER, MELVIN F. CUTLER and LUCY CUTLER for the amount of such deficiency, and in case the proceeds of said sale are more than sufficient to pay the costs of said sale and the plaintiff's demands as aforesaid, then the sheriff shall pay to the Clerk of this Court such excess to abide the further order of the Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the defendants, EATHAN F. CUTLER JR., IDA E. CUTLER, MELVIN F. CUTLER, LUCY CUTLER, GEORGE H. CUTLER, JANE DOE CUTLER, VIVIAN E. CUTLER, NIBLEY-CHANNEL LUMBER COMPANY, a corporation, RENSSELAER L. CURTIS, as Receiver of the Bannock National Bank of Pocatello, Idaho, a corporation, and each and all of them and all persons claiming under them or any of them, either as purchasers, encumbrancers or otherwise, subsequent to the date of record of the said mortgage, to-wit: July 2, 1921 at twelve minutes past three o'clock P. M., be, and they hereby are foreclosed of all right, claim or equity of redemption in and to said mortgaged premises, and every part and parcel thereof.

The property to which this Decree refers and which the sheriff is hereby ordered to sell in satisfaction of the plaintiff's demands as hereinbefore set forth, is the following described property, situate, lying and being in Bannock County, Idaho, and particularly described as follows, to-wit:

The Southwest Quarter of Section 1, and the North Half of the Southeast Quarter, and the Southeast Quarter of the Southeast Quarter of Section 2, in Township 8 South, of Range 36 East of the Boise Meridian, containing 280 acres;

Also beginning at the Northeast corner of the Southwest Quarter of the Southeast Quarter of Section 2, in above township and range, and running thence South 52 rods, thence West 80 rods, thence North 52 rods, thence East 80 rods to the place of beginning, containing 26 acres more or less; the entire tract containing 306 acres;

Together with all water rights belonging or in anywise appertaining thereto, and especially including an undivided one-half interest in and to a right to the use of the waters of Rock Creek in said Bannock County to the extent or amount of 10 cubic feet per second of time acquired under and by virtue of that certain notice of water appropriation dated June 18th, 1902, which is found of record in Book 2 of Water Locations, at Page 137 of the records of Bannock County, Idaho; also a right to the use of the waters of that certain unnamed stream in Bannock County, to the extent or amount of 3 cubic feet per second of time, acquired by the mortgagor under and by virtue of that certain notice of water appropriation dated June 27th, 1902, and which is found of record in Book 2 of Water Locations, at Page 183 of the records of said Bannock County, Idaho. Also together with all waters arising from numerous springs on the above described premises and which have been utilized for irrigation of certain portions of said lands ~~and the tenements, hereditaments and appurtenances and any and all~~ water rights and irrigating ditches thereto belonging or in anywise appertaining.

DONE IN OPEN COURT in Pocatello, Idaho, this 12th day of December, 1923.

O. R. Baum,
DISTRICT JUDGE.

FILED
AT.....O'CLOCK.....M
DEC 12, 1923.
R. C. EARLEY, Clerk of District Court.
By L. Sponberg, DEPUTY.

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6187

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

INTERNATIONAL MORTGAGE BANK,
a corporation,

Plaintiff.

vs.

JOSEPH A. STONES and ANNA
ELISA STONES, his wife,
JAMES R. LAKE and NORA LAKE,
his wife, and DOWNEY STATE
BANK, a corporation,

Defendants.

No. 6187.

FINDINGS OF FACT AND
CONCLUSIONS OF LAW

This matter came on regularly for hearing this 17 day of Dec. 1923, plaintiff appearing by Orval M. Fox and Parker W. Kimball, its attorneys: appearance was made on behalf of Joseph A. Stones and Anna Elisa Stones, his wife, by demurrer and said demurrer was withdrawn and said parties consented to the entry of judgment against them as prayed for in the complaint; no appearance was made on behalf of any of the balance of said defendants; upon examination of the records and files the Court finds that legal service was had upon each of said defendants and that no appearance upon behalf of James R. Lake and Nora Lake, his wife, and Downey State Bank, a corporation, has been made; that each of said defendants is in default and upon motion therefor, an order of default was entered against each of said defendants; upon examination of the records and files, the Court finds that it has jurisdiction of the subject matter of such action and of the parties thereto and that all proceedings therein have been regular and valid, and the Court makes the following:

FINDINGS OF FACT

I.

That during the times hereinafter mentioned plaintiff was and is a corporation duly organized and existing under and by virtue of the laws of the Kingdom of the Netherlands, authorized to engage in the mortgage loan business; that it has complied with the laws of the State of Idaho relative to foreign corporations.

II.

That during the times hereinafter mentioned defendants, Joseph A. Stones and Anna Elisa Stones were and are now husband and wife; James R. Lake and Nora Lake were and are now husband and wife; and Downey State Bank was and is now a corporation.