



State of Idaho

## DEPARTMENT OF WATER RESOURCES

900 N. SKYLINE DR., SUITE A, IDAHO FALLS, ID 83402-1718

PHONE: (208) 525-7161 FAX: (208) 525-7177 WEB SITE: [www.idwr.state.id.us](http://www.idwr.state.id.us)

EASTERN REGION

DIRK KEMPTHORNE  
Governor

KARL J. DREHER  
Director

April 25, 2006

JUDY & RITA SIMONSON  
RED FEATHER IRREVOCABLE TRUST  
2346 E IONA RD  
IDAHO FALLS ID 83401

RE: SPLIT OWNERSHIP OF WATER RIGHT 22-297C

Dear Claimants:

Review of your "Notice of Change in Water Right Ownership" reveals a portion of the water right(s) listed above is appurtenant to your property. However, our office is unable to split water rights in Basin 22 until after we submit the Director's Report to the Snake River Basin Adjudication Court. Therefore, you have been added to the water right record(s) as a "present owner." This designation will allow you to receive copies of mailings that pertain to the water right(s) listed above.

Splitting rights will be completed following distribution of the Basin 22 Director's Report scheduled for mailing late in 2006. At that time we will designate you "current owner" of your portion and notify the SRBA Court, so the water rights appurtenant to your property will be adjudicated in your name.

Respectfully,

  
Jennifer Crabtree  
Technical Records Specialist

Enclosure

cc: File: 22-297C  
Kathleen Martin  
Colby Dempsey  
Marjorie Altman  
Dennis & Judy Childs  
Kathleen Miller



State of Idaho

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EASTERN REGION, 2006

DIRK KEMPTHORNE  
Governor

KARL J. DREHER  
Director

DENNIS & JUDY CHILDS  
4414 AMPUDIA ST  
SAN DIEGO CA 92103

RE: CHANGE IN WATER RIGHT OWNERSHIP FOR 22-297C

Dear Mr. & Mrs. Childs:

It has come to our attention that you may have recently purchased a tract of land in Teton County, Idaho. The property to which I am referring was most recently owned by Judy and Rita Simonson. The legal description is as follows:

T06N, R46E, S31, NESW, Parcel RP06N46E314950A

This property was filed on in the Snake River Basin Adjudication (SRBA), and we recommend that if, in fact, you now own the property in question, you file a "Change in Ownership" with this department in order that we may send all further correspondence to the appropriate owner(s).

**Enclosed is a Change in Ownership form. Please fill out the form completely, sign and date it and return it to my attention along with a "copy" of your Warranty Deed and legal description of the property you have purchased.**

If you have questions regarding this matter, please call 525-7161.

Respectfully submitted,

Jennifer Crabtree

Technical Records Specialist  
Enclosure(s)



State of Idaho

## DEPARTMENT OF WATER RESOURCES

900 N. SKYLINE DR., SUITE A, IDAHO FALLS, ID 83402-1718

PHONE: (208) 525-7161 FAX: (208) 525-7177 WEB SITE: [www.idwr.state.id.us](http://www.idwr.state.id.us)

EASTERN REGION, 2006

DIRK KEMPTHORNE  
Governor

KARL J. DREHER  
Director

KATHERINE MILLER  
PO BOX 112  
DRIGGS ID 83422

RE: CHANGE IN WATER RIGHT OWNERSHIP FOR 22-297C

Dear Ms. Miller:

It has come to our attention that you may have recently purchased a tract of land in Teton County, Idaho. The property to which I am referring was most recently owned by Judy and Rita Simonson. The legal description is as follows:

T06N, R46E, S31, SWSW, Parcel RP06N46E316400A, 100 E 500 N, Driggs, Idaho

This property was filed on in the Snake River Basin Adjudication (SRBA), and we recommend that if, in fact, you now own the property in question, you file a "Change in Ownership" with this department in order that we may send all further correspondence to the appropriate owner(s).

**Enclosed is a Change in Ownership form. Please fill out the form completely, sign and date it and return it to my attention along with a "copy" of your Warranty Deed and legal description of the property you have purchased.**

If you have questions regarding this matter, please call 525-7161.

Respectfully submitted,

Jennifer Crabtree  
Technical Records Specialist  
Enclosure(s)

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

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.  
 Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

| Water<br>Right No(s). | Adjudication<br>Claim No(s). | Split | Water<br>Right No(s). | Adjudication<br>Claim No(s). | Split |
|-----------------------|------------------------------|-------|-----------------------|------------------------------|-------|
|                       | 22-297C                      |       |                       |                              |       |
|                       |                              |       |                       |                              |       |
|                       |                              |       |                       |                              |       |
|                       |                              |       |                       |                              |       |
|                       |                              |       |                       |                              |       |

2. The following **REQUIRED** information must be submitted with this form:

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):  
**PLAT OF PROPERTY** or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

**OR**

If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s) Simonson
4. New Owner/Claimant(s) Red Feather Irrevocable Trust  
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address 2346 E Iona Rd.
- City, State and ZIP Code Idaho Falls ID 83401
- New Telephone Number ( ) \_\_\_\_\_
5. Date you acquired the property \_\_\_\_\_

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

| DESCRIPTION OF YOUR PORTION OF WATER RIGHT<br>(If the right(s) will not be split, skip this area and proceed to item 7) |                                                                            |                                                              |
|-------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|--------------------------------------------------------------|
| Water Right and/or Adjudication Claim Number _____                                                                      |                                                                            |                                                              |
| Water Use                                                                                                               | Diversion Rate or Volume<br>(cubic feet per second or acre-feet per annum) | Description<br>(acres, number and type of stock, homes, etc) |
| Irrigation                                                                                                              | _____                                                                      | _____                                                        |
| Stock                                                                                                                   | _____                                                                      | _____                                                        |
| Domestic                                                                                                                | _____                                                                      | _____                                                        |
| Other _____                                                                                                             | _____                                                                      | _____                                                        |
| <b>Total</b>                                                                                                            | _____                                                                      | _____                                                        |

| DESCRIPTION OF YOUR PORTION OF WATER RIGHT<br>(If the right(s) will not be split, skip this area and proceed to item 7) |                                                                            |                                                              |
|-------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|--------------------------------------------------------------|
| Water Right and/or Adjudication Claim Number _____                                                                      |                                                                            |                                                              |
| Water Use                                                                                                               | Diversion Rate or Volume<br>(cubic feet per second or acre-feet per annum) | Description<br>(acres, number and type of stock, homes, etc) |
| Irrigation                                                                                                              | _____                                                                      | _____                                                        |
| Stock                                                                                                                   | _____                                                                      | _____                                                        |
| Domestic                                                                                                                | _____                                                                      | _____                                                        |
| Other _____                                                                                                             | _____                                                                      | _____                                                        |
| <b>Total</b>                                                                                                            | _____                                                                      | _____                                                        |

7. Signature of New Owner(s) or Claimant(s)  
(include title if applicable)

*Leta Simonson (Trustee)*  
*Redfeather Family Trust*

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

**For Office Use Only**

Received by \_\_\_\_\_ Date \_\_\_\_\_ Fee \_\_\_\_\_  
 Receipted by \_\_\_\_\_ Date \_\_\_\_\_ Receipt No. \_\_\_\_\_  
 Processed by \_\_\_\_\_ AJ Date \_\_\_\_\_ WR \_\_\_\_\_ Date \_\_\_\_\_

RECEIVED



JAN 06 1994

114958

TETON Co. Id.  
Clerk Recorder

Furnished by First American Title Company  
Formerly The Bingham Title & Trust Co.

First American Title Company

# QUITCLAIM DEED

Rita J. Simonson and  
For Value Received Judy C. Simonson

do hereby convey, release, remise and forever quit claim unto  
RED FEATHER IRREVOCABLE TRUST - Rita J. Simonson and  
Judy C. Simonson Children as Trustees U/D/T dated 11/02/92  
Judy C. Childs acquired title as Judy C. Simonson  
the following described premises, to-wit:

TOWNSHIP 6 NORTH, RANGE 46 EAST, BOISE MERIDIAN, TETON  
COUNTY, IDAHO

Section 31: Lots 3 & 4 and E1/2SW1/4. Contains 160  
acres, more or less.

Together with any and all water rights, and any and all  
oil, gas and mineral rights appurtenant thereto.

EXCEPT, ATTACHED

114958

FILED

AT THE REQUEST OF

Rita Simonson

AT 10 MINUTES PAST 12 P. M.

DATE Jan. 6, 1994

Ala. J. Drake

CLERK OF RECORDER

BY Nora Rigby  
DEPUTY

together with their appurtenances.

Dated: 1-3-94

Rita J. Simonson

Judy C. Simonson Childs

90% of water

Red Feather

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF CALIFORNIA  
COUNTY OF RIVERSIDE } S.S.

On JAN. 03, 1994 before me,

- LAURA E. BEUKELMAN -

a Notary Public in and for said County and State, personally appeared

- RITA J. SIMONSON AND  
JUDY C. SIMONSON CHILDs -

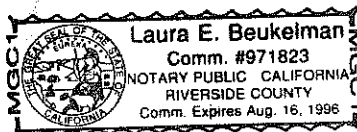
personally known to me (or proved to me on the basis of satisfactory  
evidence) to be the person(s) whose name(s) is/are subscribed to the  
within instrument and acknowledged to me that he/she/they executed  
the same in his/her/their authorized capacity(ies), and that by his/her/their  
signature(s) on the instrument the person(s), or the entity upon behalf  
of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature  
F 2492 (5-91)

Laura E. Beukelman

FOR NOTARY SEAL OR STAMP



114958

Commencing at the Southwest corner of the Southwest Quarter also described as Lot 4 of Section 31, Township 6 North, Range 46 East, Boise Meridian, Teton County, Idaho, and running thence North 660 feet; thence East 660 feet; thence South 660 feet; thence West 660 feet to the point of beginning. SUBJECT TO a 30 foot wide easement along the East side of the above described property to be used in common with others for ingress and egress.

The W 1/2 NW 1/4 SW 1/4 Section 31, Township 6 North, Range 46 East, Boise Meridian, Teton County, Idaho, being further described as:

Beginning at the West 1/4 corner of said Section 31; Thence North 89 degrees 53'26" East, 652.86 feet to a point; thence South 00 degrees 11'49" West, 1319.52 feet to a point; thence South 89 degrees 40'48" West, 656.45 feet to a point; thence North 00 degrees 21'07" East, 1321.96 feet to the point of beginning.

TOGETHER with a 60 foot wide road and utility easement described as 30 feet each side of centerline running from the Southwest corner of said Section 31 South 89 degrees 28'18" West, 660.0 feet to the centerline of said easement; thence North 00 degrees 21'07" East, 660.0 feet; thence North 0 degrees 02'47" East, 659.53 feet; thence North 0 degrees 11'49" East, 1319.52 feet.

Subject to a 30 foot wide road & utility easement along the East side of the W 1/2 NW 1/4 SW 1/4.

= water right

needs split among

- ① Dennis Childs
- ② Redfeather Trust
- ③ Dempsey
- ④ Altman
- ⑤ Miller



11WSW

Chiles

①

NESW

Red

2

Dempsey (3)

③

~~Althaus~~

4

Miller

⑤

Rita  
Simanson

SW SW

Huzam

McDonald

Childs,  
Gavin

Rita  
Simmons

55

Page 2



Childs  
Judy

Chills  
Fry

# WARRANTY DEED

For Value Received **BRADLEY DRAKE SIMONSON**, a single man

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

**COLBY W. DEMPESY and KATHLEEN A. MARTIN**, husband and wife  
whose address is: **2625 LAHARPE ST., NEW ORLEANS, LA, 70119**

Hereinafter called the Grantee, the following described premises situated in Teton County, Idaho, to-wit:

Commencing at the SW Corner of Section 31, Township 6 North, Range 46 East, Boise Meridian, Teton County, Idaho; thence North 0 degrees 34'57" East, 1321.96 feet to the true point of beginning; thence North 89 degrees 54'38" East, 656.45 feet to a point; thence South 0 degrees 16'37" West, 329.76 feet to a point; thence South 89 degrees 48'22" West, 658.22 feet to a point; thence North 0 degrees 34'57" East, 330.98 feet to the point of beginning.

TOGETHER WITH and subject to a 60 foot wide road and utility easement being 30 feet on either side of the following described centerline; commencing at the SW Corner of Section 31, Township 6 North, Range 46 East, Boise Meridian, Teton County, Idaho; thence North 89 degrees 42'09" East, 660.00 feet to the true point of beginning; thence North 00 degrees 34'57" East, 660.00 feet to a point; thence North 0 degrees 16'37" East, 659.52 feet to a point.

SUBJECT TO Declaration of Covenants, Conditions and Restrictions for Red Feather Ranch, Recorded December 10, 1990, Recorder's No. 107164, Records of Teton County, Idaho.

TOGETHER WITH all water and mineral rights of record.

Subject to reservations in United States and State Patents; existing and recorded Right-of-ways, Easements, Zoning, Building and Subdivision ordinances; Taxes and Assessments as prorated between the parties hereto.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U. S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Dated:

BRADLEY DRAKE SIMONSON

STATE OF )  
          ) ss  
COUNTY OF )

On this            day of            , in the year 1994, before me, a Notary Public in and for said State, personally appeared **BRADLEY DRAKE SIMONSON**, known or identified to me to be the person(s) whose name(s) is subscribed to the within Instrument, and acknowledged to me that he executed the same.

\_\_\_\_\_  
Notary Public of  
Residing at  
Commission Expires

*9% of water*  
*Dempsey*



COPY

*First American Title Company*

P.O. BOX 42 • 81 NORTH MAIN STREET • DRIGGS, ID 83422  
TELEPHONE: (208) 354-2771 • FAX: (208) 354-8825

151684

Altman

December 6, 2002

Penny Altman  
1818 Sunset Blvd.  
San Diego, CA 92103

Re: Altman/Simonson release

Dear Ms. Altman,

Enclosed please find the original recorded Deed of Reconveyance releasing your Deed of Trust with Bradley Drake Simonson from the county records.

Sincerely,

Michelle McInelly  
**FIRST AMERICAN TITLE COMPANY**

RECEIVED

DEC 06 2002

TETON CO., ID  
CLERK RECORDER

DEED OF RECONVEYANCE

First American Title Company of East Idaho, as TRUSTEE in that certain Deed of Trust, dated January 17, 1997, executed by Penny Altman, a single woman, as GRANTOR, and Bradley Drake Simonson, a single man, as BENEFICIARY, and recorded on February 5, 1997 as Instrument No. 126350, of Mortgage Records of Teton County, Idaho, pursuant to the written request of the BENEFICIARY does hereby GRANT AND RECONVEY unto the PARTIES ENTITLED THERETO, without warranty, all the estate and interest derived to it by, through and under said Deed of Trust, in the real property therein described.

IN WITNESS WHEREOF, the said TRUSTEE has caused its corporate name to be hereunto subscribed by its Vice President in pursuant to a resolution authorizing the execution of this reconveyance heretofore duly adopted by its Board of Directors, all as of December 6, 2002.

**FIRST AMERICAN TITLE COMPANY, INC.**

By: \_\_\_\_\_

Layne W. Price

IN WITNESS WHEREOF, I have set my hand and affixed my official seal the day and year in this certificate first above written.

STATE OF IDAHO

COUNTY OF TETON

**Instrument # 151684**

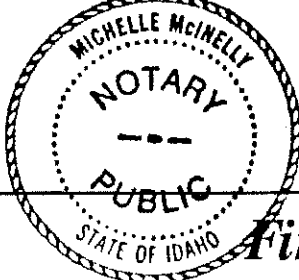
DRIGGS, TETON, IDAHO  
2002-12-06 02:13:02 No. of Pages: 1  
Recorded for: FIRST AMERICAN TITLE COMPANY  
NOLAN G. BOYLE Fee: 3.00  
Ex-Officio Recorder Deputy *[Signature]*  
Index to: DEED OF RECONVEYANCE

On this 6th day of December, in the year of 2002, before me Michelle McInelly, personally appeared Layne W. Price, known or identified to me (or proved to me on the oath of), to be the president, or vice president, or secretary or assistant secretary, of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

*Michelle McInelly*  
Notary Public of Idaho

Residing at Driggs

Commission Expires: October 11, 2007



**First American Title Company**

151684

ET-3043 FEB 05 1997

126350

TETON CO. ID.  
CLERK RECORDER

THIS DEED OF TRUST, Made this 21st day of January, 1997,  
BETWEEN PENNY ALTMAN, a single woman herein called GRANTOR,  
whose address is: 1818 SUNSET BLVD., SAN DIEGO, CA 92103

T-6247

FIRST AMERICAN TITLE COMPANY OF EAST IDAHO, an Idaho corporation, herein called TRUSTEE, and

BRADLEY DRAKE SIMONSON, a single man  
410 2ND STREET, IDAHO FALLS, IDAHO 83401, herein called BENEFICIARY, WITNESSETH:

That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the County of Teton, State of Idaho, described as follows and containing not more than twenty acres:

Commencing at the SW corner of Section 31, TWP. 6 North, RNG 46 East, B.M., Teton County, Idaho; thence N 0 degrees 34'57" E, 660.00 feet, THE TRUE POINT OF BEGINNING; thence N 89 degrees 42'09" E, 660.00 feet to a point; thence N 0 degrees 16'37" E, 329.76 feet to a point; thence S 89 degrees 48'22" W, 658.22 feet to a point; thence S 0 degrees 34'57" W, 330.98 feet to THE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO a 60 foot wide road and utility easement, being 30 feet on either side of the following described centerline: Commencing at the SW corner of Section 31, TWP. 6 North, RNG. 46 East, B.M., Teton County, Idaho; thence N 89 degrees 42'09" E, 660.00 feet, THE TRUE POINT OF BEGINNING; thence N 0 degrees 34'57" E, 660.00 feet to a point; thence N 0 degrees 16'37" E, 659.52 feet to a point.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits; for the purpose of securing payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by Grantor in the sum of:

TWENTY FIVE THOUSAND & NO/100----- Dollars (\$ 25,000.00).

final payment due 1/21/02 and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either of them, while record owner of present interest, for any purpose, and of any notes, drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances or expenditures shall be optional with the Beneficiary, and provided, further, that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such advances together with interest thereon.

A. To protect the security of this Deed of Trust, Grantor agrees:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereon; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fence, graze and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

2. To provide, maintain and deliver to the Beneficiary fire insurance satisfactory to and with him payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order of Beneficiary may determine; or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not constitute any default or notice of default hereunder or invalidate any act done pursuant to such notice.

3. To appear in and defend any action or proceeding purporting to affect the title hereon or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.

4. To pay, at least ten days before delinquency, all taxes and assessments affecting said property, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. In addition to the payments due in accordance with the terms of the note hereby secured the Grantor shall at the option, and in default of the Beneficiary, pay each month, 1/12 of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, hereinafter in trust for Grantor's use and benefit and for the payment by Beneficiary of any such items when due, Grantor's failure so to pay shall constitute a default under this Trust.

5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure at eight per cent per annum.

6. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or claim; pay necessary expenses, employ counsel and pay his reasonable fees.

7. Notwithstanding anything to the contrary herein, the debt secured hereby shall become immediately due and payable upon the sale, conveyance, or alienation of the above described real property, or any part thereof, or any interest therein, or upon the transfer of the possession of said property, voluntarily or involuntarily, or upon the assignment by Grantor of this Deed of Trust or the Note secured hereby or upon the assumption of the obligations of the same by any other party.

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

3. At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: recover all or any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any partition agreement or any agreement subordinating the lien or charge hereon.

4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and return and upon payment of its fees, Trustee shall recover, without warranty, the property then held hereunder. The recitals in any reconveyance executed under this deed of trust or any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

5. As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Grantor the right, prior to any default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary

any of any other secured debts, either in person, by agent, or by a trustee to be appointed by a court, and without regard to the priority of any security for the indebtedness hereby secured, shall upon and taking possession of said property at any time during, in his own name and for the benefit of the creditors of said debtor, and profits, including those paid due and interest, and equity, the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The taking upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof, as aforesaid, shall not constitute any default or breach of any contract or obligation of the debtor in such notice.

6. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all loans secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the recorder of each county wherein said real property is now or then located.

Trustee of any having been given in this instrument by law, and not less than the time then required by law having elapsed, Trustee, with demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either in a whole or in separate parcels and in such order as it may determine; at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser a deed conveying the property as sold, but without any covenant or warranty expressed or implied. The period in such deed of any parties or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee or Beneficiary, may purchase at such sale.

After deducting all costs, fees and expenses of the Trustee and of this Trust, including cost of evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of all sums expended under the terms hereof, not then repaid, with accrued interest at eight per cent per annum; all other sums then received hereby and the remainder, if any, to the person or persons legally entitled thereon.

7. This deed applies to, binds and benefits all parties hereto, their heirs, legal heirs, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the trust secured hereby; or, if the same has been pledged, the pledgee thereof. In this Trust, whenever the contract or requires, the masculine gender includes the feminine and/or neuter, and the singular includes the plural.

8. Trustee is not obligated to notify any party herein of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party, unless brought by Trustee.

9. In the event of dissolution or termination of the Trust, the Beneficiary may substitute a trustee or trustees to execute the trust hereby created and when any such substitution has been filed for record in the office of the Recorder of the county in which the property herein described is situated, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the trustee or trustees named herein.

Request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to the Grantor at his address hereinafter set forth:

Penny Altman  
PENNY ALTMAN

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

STATE OF CALIFORNIA )

65

COUNTY OF SAN DIEGO )

On this 17 day of January, in the year 1997, before me, a Notary Public in and for said State, personally appeared PENNY ALTMAN, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.



Barbara Lambert

Notary Public of CALIFORNIA

Residing at SAN DIEGO

Commission Expires NOVEMBER 1, 1998

126350

FILED

AT THE REQUEST OF

First American

AT 16:45 HOURS PM 12-28

DATE Jan 5, 1997

BY John J. Smith

BY John J. Smith

THE PROMISSORY NOTE OR NOTES, AND ANY EVIDENCES OF FURTHER AND/OR ADDITIONAL ADVANCES MUST BE PRESENTED WITH THIS REQUEST

To FIRST AMERICAN TITLE COMPANY OF EAST IDAHO, Trustee:

You are hereby authorized and requested to execute a reconveyance and deliver same to

The undersigned hereby certifies that the undersigned is the owner and holder of the debt mentioned in said deed of trust and that the same has never been assigned or transferred.

Address: \_\_\_\_\_

Telephone No. \_\_\_\_\_

126350

DD  
7/15/04

Need change of address &  
phone #

I'm not sure which 60 acres are  
claimed by Simonson

- c/o Red Feather Trust ✓
- ① ~~Rita~~ Rita Simonson  
2346 E  
IONA Rd  
IDAHO FALLS, ID 83401
- ✓ Kathleen Martin
- ③ Colby Dempsey  
PO BOX 1195  
Driggs ID 83422
- ✓
- ④ Marjorie Altmann  
1818 Sunset Blvd  
San Diego CA 92103
- ② Dennis/Judy Childs  
4414 AMERICA ST  
SAN DIEGO CA 92103
- ⑤ Katherine Miller  
PO BOX 112  
Driggs ID 83422

I was able to get these mailing  
addresses from Teton Cty Treasurer's  
office.  
Please send any correspondence  
to these new addresses.

22-297C

7/15/04 DD

