

SCANNED

MAR 22 2007

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

RECEIVED
MAR 22 2007
IDWR/North

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, 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 Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
75-10584					

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

A. ~~The appropriate FIDRS FIDR. 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) are 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)

Charles W. Springer Sr.
2 West Ute Rd. Salmon, ID

4. New Owner/Claimant(s)

Michael A. Liner

Name Connector (Check one): [] and, [] or, [] and/or

New Mailing Address

2 West Ute Rd

City, State and ZIP Code

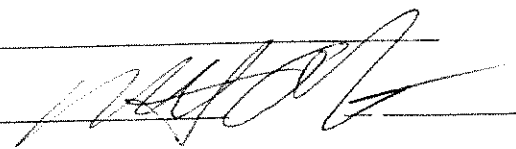
Salmon, ID 83467

New Telephone Number

(208) 756-4529

5. Date you acquired the property

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



NCAP done 3-27-07, AS

DEED OF TRUST

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated Sept 11, 2006 together with all Riders to this document.

(B) "Borrower" is MICHAEL A. LINER AND NANCY S. LINER, HUSBAND AND WIFE

Borrower is the trustor under this Security Instrument.

(C) "Lender" is EAST IDAHO CREDIT UNION

Lender is a CREDIT UNION

laws of IDAHO

865 WOODRUFF AVE IDAHO FALLS, ID. 83401

Lender's address is organized and existing under the

(D) "Trustee" is LEMHI TITLE & ABSTRACT

(E) "Note" means the promissory note signed by Borrower and dated Sept 11, 2006. The Note states that Borrower owes Lender [REDACTED]

[REDACTED] Dollars (U.S. \$ [REDACTED]) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than 9-05-2021

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|--|---|---|
| ☐ Adjustable Rate Rider | ☐ Condominium Rider | ☐ Second Home Rider |
| ☐ Balloon Rider | ☐ Planned Unit Development Rider | ☐ Other(s) [specify] _____ |
| ☐ 1-4 Family Rider | ☐ Biweekly Payment Rider | |

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) 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 the LEMHI County [Type of Recording Jurisdiction] of [Name of Recording Jurisdiction]

[Name of Recording Jurisdiction]

A FRACTION OF LOT 4 AND 5 IN BLOCK 1 OF MOUNTAIN VIEW ACRES FIRST ADDITION AS RECORDED IN BOOK 2 OF PLATS AT PAGE NO. 23, RECORDS OF LEMHI COUNTY, IDAHO: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 5, BLOCK 1, SAID POINT ALSO BEING THE POINT OF BEGINNING;
THENCE WEST 208.71 FEET;
THENCE SOUTH 130.29 FEET;
THENCE EAST 208.71 FEET TO A POINT ON THE WESTERLY SIDE OF HAMMOND DRIVE;
THENCE NORTH 130.20 FEET TO THE POINT OF BEGINNING

