

RECEIVED

APR 13 2007

Department of Water Resources
Eastern Region

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 IDWR will produce new water right number(s) for the split(s).

Water Right No(s).	Adjudication Claim No(s).	Split(s)	Water Right No(s).	Adjudication Claim No(s).	Split(s)
	27-37E	X			
27-2125E		X			

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 on file with the county Planning and Zoning or Recorder's Office).
- OR**
- D. 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 or equivalent **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)	Nina L / Rex C Rowbury C/O Linda . Barton PR	
	3642 E 800 N, Menan, ID 83434-5200	
Two Seperate Owners		
4. New Owner/Claimant(s)	Debra Staub	Lorenzo V Rodriguez
	Name Connector (Check one): ☐ and, ☐ or, ☐ and/or	
New Mailing Address	252 S 625 W	260 South 625 West
City, State and ZIP Code	Blackfoot, ID 83221	Blackfoot, ID 83221
New Telephone Number	(208) 785-0827	(208) 681-8095

5. Date you acquired the property

Debra Staub March 12, 1992 Lorenzo Rodriguez July 31, 2006

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in line 1, then skip this line and go to line 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 (you may copy this page, if 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.

An existing Claim 27-37E to be split as indicated below: DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right will not be split, skip this area and proceed to line 7)		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Debra Staub Water Right and/or Adjudication Claim Number		
Irrigation	0.03 CFS	Home & 1.310 Acres
Stock		
Domestic		
Other		
Totals	0.03 CFS	
Lorenzo Rodriguez Water Right and/or Adjudication Claim Number		
Irrigation	0.09 CFS	Home & 4.25 Acres
Stock		
Domestic		
Other		
Totals	0.09 CFS	
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		

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.

Two Separate Owners as noted above.

7. Signature(s) of New Owner(s) or Claimant(s)

Debbie Staub
Lorenzo Rodriguez

(title if applicable)

(title if applicable)

IT IS IMPORTANT TO FILE THIS COMPLETED FORM AT THE APPROPRIATE IDWR OFFICE, WITH PAYMENT OF THE FILING FEE AND THE OWNERSHIP DOCUMENT(S), AS REFERRED TO IN LINE 2.

For IDWR Office Use Only:

Received by _____

Date _____

Receipt Amt. _____

Received by _____

Date _____

Receipt No. _____

Processed by _____ AJ

Date _____

WR _____ Date _____

Return To:

FHHL - POST CLOSING MAIL ROOM

1555 W. WALNUT HILL LN. #200 MC 6712
IRVING, TX 75038

Prepared By:

FIRST HORIZON HOME LOAN CORPORATION

420 S 4TH AVENUE
POCATELLO, ID 83201

[Space Above This Line For Recording Data]

DEED OF TRUST

0057787764

MIN 100085200577877642

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 **June 14th, 2006** together with all Riders to this document.

(B) "Borrower" is
DEBRA STAUB, An Unmarried Woman

Borrower is the trustor under this Security Instrument.

(C) "Lender" is **FIRST HORIZON HOME LOAN CORPORATION**

Lender is a **CORPORATION**
organized and existing under the laws of **THE STATE OF KANSAS**

IDAHO -Single Family- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

Form 3013 1/01

VMP -6A(ID) (0509)

Page 1 of 15

Initials: 

VMP Mortgage Solutions, Inc.



Lender's address is 4000 Horizon Way
Irving, Texas 75063

(D) "Trustee" is FIRST AMERICAN TITLE COMPANY

168 W. PACIFIC, P.O. BOX 868, BLACKFOOT, ID 83221

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated June 14th, 2006
The Note states that Borrower owes Lender

NINETY ONE THOUSAND SEVEN HUNDRED FIFTY & 00/100 Dollars
(U.S. \$ 91,750.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than JULY 1, 2036

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

(H) "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.

(I) "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 | ☐ 1-4 Family Rider |
| ☐ VA Rider | ☐ Biweekly Payment Rider | ☐ Other(s) [specify] |

(J) "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.

(K) "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.

(L) "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.

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

(N) "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.

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

(P) "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.

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VMP-6A(ID) (0509)

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Initials: 

Form 3013 1/01

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 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.

(R) "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

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. 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 County [Type of Recording Jurisdiction] of Bingham [Name of Recording Jurisdiction] :

All that tract or parcel of land as shown on Schedule "A" attached hereto which is incorporated herein and made a part hereof.

Parcel ID Number: County: RP0253602 City:

252 SOUTH 625 WEST

BLACKFOOT

("Property Address"):

which currently has the address of

[Street]

[City], Idaho 83221

[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclosure and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

0057787764

VMP -6A(ID) (0509)

Page 3 of 15

Initials:

Form 3013 1/01

Date: June 15, 2006

File No.: 165960-B (vb)

EXHIBIT 'A'

LEGAL DESCRIPTION:

Township 3 South, Range 34 East, Boise Meridian, Bingham County, Idaho, Section 13:
Beginning at the NE corner of the NW $\frac{1}{4}$ SE $\frac{1}{4}$; thence West 284 feet more or less along the North line of said NW $\frac{1}{4}$ SE $\frac{1}{4}$, to the East bank of a ditch; thence South 200 feet along said East bank; thence East, parallel to the Northern line of said NW $\frac{1}{4}$ SE $\frac{1}{4}$, 284 feet more or less to the East boundary of the said NW $\frac{1}{4}$ SE $\frac{1}{4}$; thence North along said East boundary 200 feet more or less to the Point of Beginning.

Initials: LS _____

th
405083

WARRANTY DEED

For Value Received **JOHN M. FAIRCHILD** and **TAMI L. FAIRCHILD**, husband and wife, the Grantors, do hereby grant, bargain, sell, and convey unto **GROVER E. STAUB, JR.** and **DEBBIE STAUB**, husband and wife, the Grantees, whose current address is 252 South 625 West, Blackfoot, Idaho 83221, the following described premises, to wit:

Township 3 South, Range 34 E., B.M., Bingham County, Idaho

Section 13: Beginning at the NE corner of the NW1/4SE1/4; thence West 284 feet, more or less, along the North line of said NW1/4SE1/4, to the East bank of a ditch; thence South 200 feet along said East bank; thence East parallel to the Northern line of said NW1/4SE1/4, 284 feet, more or less, to the East boundary of said NW1/4SE1/4; thence North along said East boundary 200 feet, more or less, to the point of beginning.

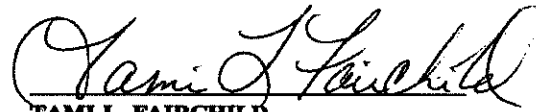
TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, including all water and water rights, ditch and ditch rights.

SUBJECT TO Reservations in United States Patent, existing and recorded rights-of-way and easements, zoning and building ordinances, and taxes and assessments as prorated between the parties hereto.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantee, that they are the owners in fee simple of said premises; that said premises are free from all encumbrances except as hereinabove set forth and that they will warrant and defend the same from all lawful claims whatsoever.

DATED: March 12, 1992


JOHN M. FAIRCHILD


TAMI L. FAIRCHILD

STATE OF IDAHO)
 : ss.
COUNTY OF BINGHAM)

On this 12th day of March, in the year 1992, before me a Notary Public of said State, personally appeared **JOHN M. FAIRCHILD** and **TAMI L. FAIRCHILD**, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.



Notary Public for Idaho
Residing at Blackfoot, Idaho
My Commission Expires 11-22-92

693b-8

405083

BINGHAM COUNTY RECORDER
BLACKFOOT, IDAHO

FEE 32 DEP 15

92 MAR 12 PM 4:57

RECORDED AT THE REQUEST OF
FIRST AMERICAN TITLE COMPANY

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
168 West Pacific/P.O. Box 868
Blackfoot, ID 83221

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **170196-B (vb)**

Date: **July 31, 2006**

For Value Received, **Louise Hughes, Rhonda Brown, Debra Staub and Linda Barton, the surviving heirs of Rex C. Rowbury and Nina Rowbury, both deceased**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Lorenzo V Rodriguez, an unmarried man**, hereinafter called the Grantee, whose current address is **260 South 625 West, Blackfoot, ID 83221**, the following described premises, situated in **Bingham County, Idaho**, to-wit:

Township 3 South, Range 34 E.B.M., Bingham County, Idaho
Section 13: N $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$,

EXCEPT: Beginning at the NE corner of the NW $\frac{1}{4}$ SE $\frac{1}{4}$; thence West 284 feet more or less along the North line of said NW $\frac{1}{4}$ SE $\frac{1}{4}$, to the East bank of a ditch; thence South 200 feet along said East bank; thence East, parallel to the Northern line of said NW $\frac{1}{4}$ SE $\frac{1}{4}$, 284 feet more or less to the East boundary of the said NW $\frac{1}{4}$ SE $\frac{1}{4}$; thence North along said East boundary 200 feet more or less to the Point of Beginning.

ALSO EXCEPT: Beginning at a point that is N. 00°29'37" E. 2007.54 feet along the North-South center line through the section from the S $\frac{1}{4}$ corner of said Section 13, said S $\frac{1}{4}$ corner being S. 89°13'51" W. 2641.52 feet along the Section line from the SE corner of said Section 13, and running thence N. 00°29'37" E. 669.18 feet along said North-South center line through the section to the NW corner of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 13; thence S. 89°41'37" E. 1052.15 feet along the North line of said NW $\frac{1}{4}$ SE $\frac{1}{4}$ to the East bank of an existing ditch and the West line of the property as described in Instrument No. 402850; thence along said East bank and property the following four (4) courses: (1) S. 04°50'46" W. 39.52 feet; thence (2) S. 09°18'10" W. 83.31 feet; thence (3) S. 21°29'16" W. 74.93 feet; thence (4) S. 29°44'25" W. 9.70 feet; thence S. 00°29'30" W. 404.06 feet to an existing fence line; thence N. 89°09'26" E. 315.62 feet along said fence line to the East line of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 13; thence S. 00°29'29" W. 65.25 feet along said East line to the South line of the N $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 13; thence N. 89°57'46" W. 1320.40 feet along said North line to the Point of Beginning.

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its 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.

Date: 07/31/2006

Warranty Deed
- continued

File No.: 170196-B (vb)

Linda Barton, Rhonda Brown, Louise Hughes and Debra Staub, surviving heirs of Rex C. Rowbury and Nina Rowbury, both deceased

Linda Barton

Rhonda Brown

Louise Hughes

Debra Staub

STATE OF _____)
SS.
COUNTY OF _____)

On this _____ day of _____, 2006, before me, a Notary Public in and for said State, personally appeared **Louise Hughes**, known or identified to me to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged to me that she executed the same.

Notary Public of _____
Residing at: _____
Commission Expires: _____

Date: 07/31/2006

Warranty Deed
- continued

File No.: 170196-B (vb)

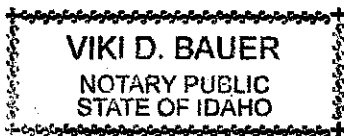
STATE OF _____)
SS.
COUNTY OF _____)

On this _____ day of _____, 2006, before me, a Notary Public in and for said State, personally appeared **Rhonda Brown**, known or identified to me to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged to me that she executed the same.

Notary Public of _____
Residing at: _____
Commission Expires: _____

STATE OF Idaho)
SS.
COUNTY OF Bingham)

On this 1 day of August, 2006, before me, a Notary Public in and for said State, personally appeared **Debra Staub**, known or identified to me to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged to me that she executed the same.



Viki D. Bauer
Notary Public of Idaho
Residing at: Blackfoot
Commission Expires: 3/29/08

STATE OF Idaho)
SS.
COUNTY OF Bingham)

On this _____ day of _____, 2006, before me, a Notary Public in and for said State, personally appeared **Linda Barton**, known or identified to me to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged to me that she executed the same.

Notary Public of Idaho
Residing at: Blackfoot, ID
Commission Expires: 03/29/08