

372067

 COMPUTER
 INDEXED
 RECORDED
 FILED
 ADDED

THIS DEED OF TRUST, Made this 22 day of December, 1993
 BETWEEN DONALD ALM and JANICE ALM, husband and wife,
 whose address is 203 South Myrtle, Grangeville, ID 83530
 INLAND TITLE COMPANY, herein called TRUSTEE, and

herein called GRANTOR,

NANCY V. PHILLIPS, a single person, 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 Idaho,
 State of Idaho, described as follows and containing not more than twenty acres:

Lot 10 of the Twin Bridges Subdivision, Idaho County, Idaho.

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 FOUR THOUSAND and no/100-----Dollars, (\$4,000.00/100),
 final payment due May 22, 1994
 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 thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune 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 Beneficiary fire insurance satisfactory to and with loss 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 as 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 cure or waive 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 security hereof 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.
4. To pay: at least ten days before delinquency all taxes and assessments affecting said property, when due, all encumbrances, 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 accordance with the terms of the note hereby secured the Grantor shall at the option, and on demand of the Beneficiary, pay estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust for Grantor and for the payment by Beneficiary of any such items when due. Grantor's failure so to pay shall constitute a default under this deed.
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 lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay his reasonable fees.

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use of 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 or 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: reconvey 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 extension agreement or any agreement subordinating the lien or charge hereof.
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 retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in any reconveyance executed under this deed of trust of 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 may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply 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 entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

6. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums 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 or some part thereof is situated.

Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, without demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as 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 its deed conveying the property so sold, but without any covenant or warranty express or implied. The recitals in such deed of any matters 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 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 secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

7. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

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

9. In the event of dissolution or resignation of the Trustee, 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 names 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 hereinbefore set forth.

Donald Alm
DONALD ALM

Janice Alm
JANICE ALM

STATE OF IDAHO, COUNTY OF Idaho

On this 23 day of November, 1993, before me, a Notary Public in and for said State, personally appeared

DONALD ALM and JANICE ALM,
husband and wife,

known to me to be the person whose names are subscribed to the within instrument, and acknowledged to me that they freely executed the same.

Mary E. Underhill
Notary Public,
Residing at Grangeville, Idaho.

STATE OF IDAHO, COUNTY OF Idaho

I HEREBY CERTIFY That this instrument was filed for record at the request of INLAND TITLE CO.

at 5 minutes past 2:00 o'clock P.M.
this 21 day of December
1993, in my office, and duly record in Book
of Mortgages at page

ROSE E. GEHRING

Ex-Officio Recorder,

By Edith L. Anderson
Deputy

Fees: \$ 6.00
Mail to:

My commission expires

DEED OF TRUST
WITH POWER OF SALE

DONALD ALM and
JANICE ALM

GRANTOR
INLAND TITLE COMPANY

TRUSTEE

NANCY V. PHILLIPS

BENEFICIARY

Dated November 23, 1993

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

To _____, Idaho, _____, 19____, Trustee:

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

The undersigned hereby certifies that
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. _____

372067

COMPUTER
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1993
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THIS DEED OF TRUST, Made this

21

day of

December
November

1993

BETWEEN

DONALD ALM and JANICE ALM, husband and wife,

herein called GRANTOR,

whose address is

203 South Myrtle, Grangeville, ID 83530

INLAND TITLE COMPANY

, herein called TRUSTEE, and

, herein called BENEFICIARY.

NANCY V. PHILLIPS, a single person,
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property in the County of Idaho,
State of Idaho, described as follows and containing not more than twenty acres:

Lot 10 of the Twin Bridges Subdivision, Idaho County, Idaho.

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 **FOUR THOUSAND and no/100**-----Dollars, (\$4,000.00/100) final payment due May 22, 1994
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 convert or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumeration is herein not excluding the general.
2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss 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 as 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 cure or waive 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 security hereof 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 on demand of the Beneficiary, pay each month 1/12 of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust for Grantor's use and benefit and for the payment by Beneficiary of any such items when due. Grantor's failure to so 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, hereto, 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 lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such power, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay his reasonable fees.

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use of 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 to so 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: receive all or any part of said property; consent to the making of any lease or plot thereof; join in granting any easement thereon; or join in any extensive agreement or any agreement subordinating the lien or charge hereof.
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 retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The failure to so reconveyance excepted under this deed of trust of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantor 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 may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name not for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply 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 entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

6. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums 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 or some part thereof is situated.

Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, without demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as 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 its deed conveying the property so sold, but without any covenant or warranty express or implied. The recitals in such deed of any matters 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 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 secured hereby, and the remainder, if any, to the person or persons legally entitled thereto.

7. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

8. Trustee is not obligated to notify any party hereto 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 resignation of the Trustee, 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 hereinbefore set forth.

Donald Alm
DONALD ALM

Janice Alm
JANICE ALM

STATE OF IDAHO, COUNTY OF Idaho

On this 22 day of November, 1993, before me, a Notary Public in and for said State, personally appeared

DONALD ALM and JANICE ALM,

husband and wife,

known to me to be the person whose names are subscribed to the within instrument, and acknowledged to me that they freely executed the same.

Mary E. Underwood
Notary Public,
Residing at Grangeville, Idaho.

STATE OF IDAHO, COUNTY OF Idaho

I HEREBY CERTIFY That this instrument was filed for record at the request of INLAND TITLE CO.

at 5 minutes past 2:00 o'clock P.M.
this 21 day of December,
1993, in my office, and duly record in Book
of Mortgages at page

ROSE E. GEHRING

Ex-Officio Recorder,

Edith L. Anderson
Deputy

Fees: \$ 6.00
Mail to:

My commission expires

DEED OF TRUST
WITH POWER OF SALE

DONALD ALM and
JANICE ALM

GRANTOR
INLAND TITLE COMPANY

TRUSTEE

NANCY V. PHILLIPS

BENEFICIARY

Dated November 22, 1993

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

To

Idaho,

, 19

Trustee:

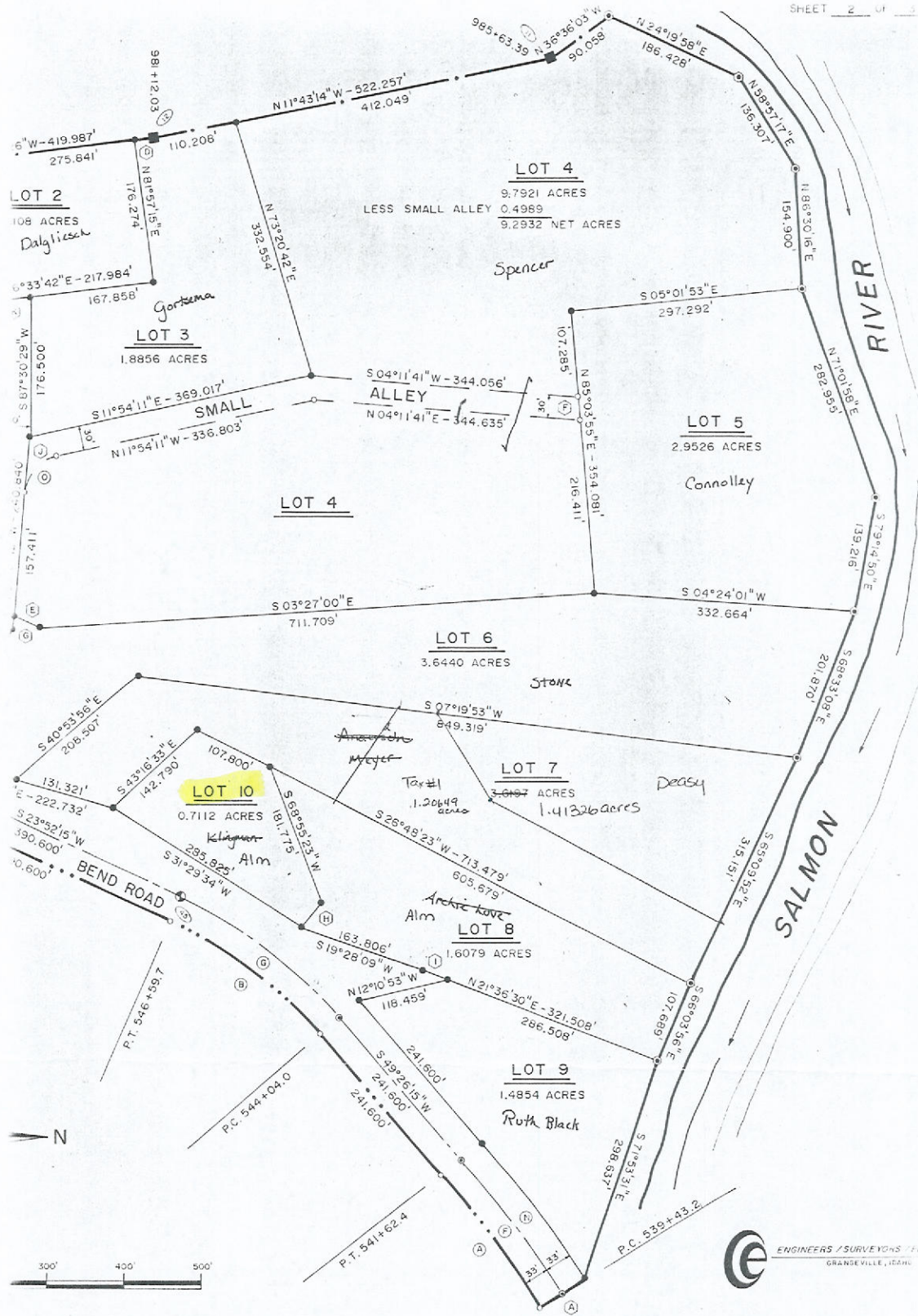
You are hereby authorized and requested to execute a reconveyance hereunder and deliver same to

The undersigned hereby certifies that

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.



IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 39576

Ident. Number 79-10283
Date Received: 6/9/1988
Receipt No: C001241
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

DONALD S ALM
PO BOX 755
GRANGEVILLE ID USA 83530

Phone: (208) 839-2388

JANICE J ALM
PO BOX 755
GRANGEVILLE ID USA 83530

Phone: (208) 839-2388

2. Date of Priority: 01/01/1975

3. Source: GROUND WATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
27N	01E	23	SE SE	IDAHO	

5. Description of diverting works:

WELL AND PUMP

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
DOMESTIC	1/01	12/31	0.04	

7. Total Quantity Appropriated is:
0.04 C.F.S.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
27N	01E	23	SE	SE	DOMESTIC	

11. Place of use in counties: IDAHO

12. Do you own the property listed above as place of use? Yes

13. Other Water Rights Used:

14. Remarks:

Ownership changed by DB 5/3/2002

THERE ARE THREE PROPERTY OWNERS ON THIS WELL

15. Basis of Claim: Beneficial Use

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: A79-10283
Date Received: ~~8/26/1988~~ 6-9-88
Receipt No: C001241
Received By: DE JEN

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: DARWIN KLINGMAN 512-266-1097
Address: 3308 R.R. 620 N.
AUSTIN, TX 78734

2. Date of Priority: JAN 01, 1975

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
27N	01E	23		SE	SE		IDAHO

5. Description of diverting works:
WELL AND PUMP

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
DOMESTIC	01/01	12/31	0.040		

7. Total Quantity Appropriated is:
0.040 C.F.S. (and/or) A.F.A.

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
1 DOMESTIC

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
27N	01E	23	SE	SE		DOMEST	

11. Place of use in counties: IDAHO

12. Do you own the property listed above as place of use? NO

13. Other Water Rights Used:
NONE

14. Remarks:
THERE ARE THREE PROPERTY OWNERS ON THIS WELL

15. Basis of Claim: BENEFICIAL USE

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do _____ do not _____ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: _____

For Individuals:

I/We do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s): _____ Date: _____
_____ Date: _____

State of Idaho)
County of _____) SS.

Subscribed and sworn (or affirmed) before me this _____ day
of _____ 19 _____

Notary Public

Seal

Residing at _____

My Commission Expires _____

C7

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

**IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM**

CIVIL CASE NUMBER: 39576

Ident. Number

A79-10283

Date Received

POSTMARK 6/6 ch 6-9-88

Receipt Number

C001241

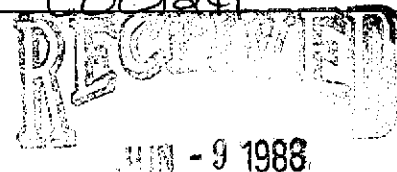
**NOTICE OF CLAIM
TO A
WATER RIGHT**

ACQUIRED UNDER STATE LAW

For Domestic and/or Stockwater Purposes

Where Daily Use is less than 13,000 gallons per day. Filing fee \$25

Department of Water Resources



Please type or print clearly

1. Name of Claimant (s) DARWIN D. KLINGMAN Phone (512) 266-1097Mailing Address 3308 R.R. 620 N. AUSTIN, TX Zip 787342. Date of Priority (Only one (1) per claim) JAN 1, 19753. Source of water supply (a) GROUNDWATER
which is tributary to (b) _____4. Location of point of diversion is: Township 27 N Range 1 E
Section 23, _____ 1/4 of SE 1/4 of SE 1/4, Govt. Lot _____, B.M.,
County of IDAHOAdditional points of diversion if any: NONE5. Description of existing diversion works (Ditches, Wells, Pumps, Pipelines, Headgate Etc),
including the dates of any changes or enlargements in use, the dimensions of the diversion works as
constructed and as enlarged and the depth of each well. WELL AND PUMP

6. Water is claimed for the following: (Limited to Domestic and/or Stockwater only. See Instructions)

For DOMESTIC purposes from 1/1 (Both dates are inclusive) to 12/31 amount .04 (cfs)

For _____ purposes from _____ to _____ amount _____

7. Total quantity claimed .04 (cfs)8. Total consumptive use claimed is de minimus9. Non-irrigation uses. Describe fully. (Domestic: give number of households served; Stockwater: Type and number of
livestock) DOMESTIC - 1 HOUSEHOLD

MICROFILMED

OCT 06 1992

HOW YOU WILL RECEIVE NOTICES IN THE SNAKE RIVER BASIN ADJUDICATION

All documents filed in the Snake River Basin Adjudication other than notices of claims are filed with the court. Notices of claims to water rights filed in the Snake River Basin Adjudication are filed with the Idaho Department of Water Resources. Copies of all documents filed in the Snake River Basin Adjudication will not be mailed to all parties (claimants) in the adjudication.

By order of the court, any document filed with the court will be mailed only to those parties who may be directly affected by it. A monthly docket sheet will be prepared by the department which contains a summary of all documents filed with the court in the previous month and the dates and locations of hearings scheduled for the following three months. The docket sheet will be filed with the district court clerk in each county within the Snake River Basin in Idaho. Copies of the docket sheet may be obtained from any of the offices of the department either in person or by mail; a small fee will be charged to cover the cost of mailing and/or copying. If you wish to receive a copy of the docket sheet each month, you should mark the appropriate place on your notice of claim form. You will be charged a small annual subscription fee to cover the cost of copying and mailing. Copies of any document listed on the docket sheet may be obtained from any of the offices of the department either in person or by mail; a small fee will be charged to cover the cost of mailing and/or copying.

Copies of all notices of claims filed with the department will be available for inspection from all offices of the department. Copies of the notices of claims may be obtained in person or by mail, but you will be charged for the cost of copying and mailing. (A claimant will not be charged for a copy of his or her own notice of claim, and a person who acquires property with water rights for which a notice of claim was filed will not be charged for a copy of the notice of claim filed by the previous owner.)

After the notices of claims have been reviewed, the director will prepare and file a report with the court. Part 1 of the report will contain the director's recommendations as to each water right claimed under state law. Part 2 of the report will list each federal reserved water right claimed. A number of reports will be prepared, one or more for each sub-basin in the Snake River Basin. When the report for your sub-basin is filed with the court, you will be mailed a notice informing you that the report for your sub-basin has been filed. The notice will be sent to the most recent address shown by the department's files. Attached to the notice will be a copy of those portions of the report describing the water rights you have claimed. If you do not agree with the way your water right is described, you may file an objection to the report with the court. You can also file an objection if you disagree with the way other claimant's water rights are described, and the notice will tell you where a copy of the full report is available for inspection. The notice will tell you when and where to file your objection. The notice of filing for each sub-basin report will also be published state-wide in local newspapers.

10. Place a "D" for domestic and "S" for stockwater use in the corresponding place of use below.

TWP	RNG	SEC	NE 1/4				NW 1/4				SW 1/4				SE 1/4			
			NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4
27N	1E	23																D

11. In which county (ies) are lands listed above as place of use located? IDAHO

12. Do you own the property listed above as place of use? Yes _____ No X
If your answer is No, describe in Remarks below the authority you have to claim this water right.

13. Describe any other water rights used at the same place and for the same purposes as described above.
_____ or None (X)

14. Remarks: THERE ARE THREE PROPERTY OWNERS ON THIS WELL

15. Basis of Claim (check one) Beneficial Use X Posted Notice _____ License _____ Permit _____
Decree _____

If applicable provide IDWR Water Right Number _____

Court _____ Case Number _____ Decree Date _____

Plaintiff vs Defendant _____

16. Signature (s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do _____ do not _____ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments _____

For Individuals: I do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant (s) Darwin Alington Date 6/3/88

_____ Date _____

For Organizations: I do solemnly swear or affirm that I am _____

of _____, that I have signed the foregoing
Organization

document in the space below as _____ of _____
Title Organization

and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent _____

Title and Organization _____ Date _____

State of Idaho/or _____)
County of _____) SS.

Subscribed and sworn (or affirmed) before me this 6th day of June 19 88

SEAL

Notary Public Caryn M. Clouds

Residing at 6600 Wild Oak Circle

My Commission Expires Austin, TX. 78759 12-20-90.

Last Name DAVE KLINGMAN Ident No. _____

Copies White-State, Yellow-Claimant

MICROFILMED

OCT 06 1992

It is very important that you inform the department in writing of any change in your address. This is to make sure that you receive the notices affecting your water rights that are to be mailed by the department.

If you are acquiring property with water rights in the Snake River Basin water system in Idaho (either by purchase, gift, inheritance, or other means), it is very important that you inquire of the department whether a notice of claim has been filed. If not, you must file a notice of claim or the water right may be declared by the court to no longer exist. If a notice of claim has been filed, it is very important that you file a written notice of change in ownership with the department. The notice of change in ownership must be accompanied by some evidence of the change in ownership, such as a copy of the deed or a property tax statement showing the name of the new owner. Again, this is to make sure that you receive the notices affecting your water rights that are to be mailed by the department.

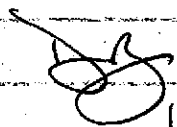
The cost of the subscription to the docket sheet is \$7.50 for calendar year 1988. The cost of the subscription may increase a small amount for calendar year 1989 if the cost of copying and/or mailing should increase.

If you are planning to file a motion or other pleading (not a notice of claim) with the court (not IDWR), the court has issued an order setting a special procedure that is different from the usual civil rules. A copy of the order may be obtained from any office of IDWR; you may be charged for the cost of mailing and/or copying.

lnp sent to S.O.

also to process.

Secured after rec'd
at region.

A stylized handwritten signature, possibly reading "JG", written in dark ink.

5/3/02

STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES

RECEIVED

MAY 25 1999

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

WATER RESOURCES
WESTERN REGION

Please print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.

1. Water Right No(s).: _____
Adjudication Claim No(s).: A79-10283

2. The following REQUIRED information must be submitted with this form:
 - A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.
AND
 - B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually attached to your deed or on file with the county.)
OR
 - C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.

3. Name and Address of Former Owner/Claimant: Darwin Klingman
3308 RR 620 & Austin TX 78734

4. New Owner/Claimant(s): Donald S. Janice J. Alm
Name Connector (Check one): ☐ and, ☐ or, ☒ and/or
New Mailing Address: PO Box 755
City, State and ZIP Code: Grangeville ID 83530
New Telephone Number: (208) 839-2388

5. Date you acquired the property: December 21, 1993

6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.
 Number of acres you irrigate _____ Number and type of stock 0
 Diversion rate in CFS 0.040 Number of homes 1 Other uses _____
 If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.

7. Signature of New Owner or Claimant(s): Donald S. Alm
 (Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign form.)

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

INSTRUCTIONS

This form has been prepared to assist new owners of property to comply with the requirements of Sections 42-248 and 42-1409(6), Idaho Code. Section 42-248 requires certain property holders to notify the Department of Water Resources (IDWR) of any change in mailing address or ownership of all or part of a water right record on file with IDWR. Section 42-1409(6) provides that new property owners must notify IDWR of any change in ownership of a water right during an adjudication of water rights. Required claims may be filed by a new owner.

Separate brochures are available from IDWR describing the adjudication of water rights and the requirement to notify IDWR of changes in ownership. Please contact your nearest IDWR office, or call 1-800-451-4129, if you would like more information or need help completing this form. Please attach additional sheets to the form if you require additional space to describe or explain any of the items on the form.

1. If there are water rights associated with the property, the seller should be able to provide you with the water right or adjudication claim number(s). Please enter these number(s) at Item 1. If you or the seller believes there are water rights for the property but the numbers are unknown, you may wish to contact IDWR for assistance in identifying the water rights for the property in question. If claims for the rights are required, and have not been filed, IDWR will so advise you.
2. The information described at Item 2 is required, since IDWR cannot process the requested change without documentation of ownership. The preferred types of documentation are shown; contact IDWR if you have difficulty obtaining this information. Do not obtain a new survey for purposes of this form before contacting IDWR.
3. Please provide the name and address of the former owner of the water right and/or adjudication claim at Item 3.
4. The name, mailing address, and telephone number of the new owner(s) is entered at Item 4. Please indicate the relationship between multiple owners by using the connector 'and', 'or', or 'and/or'. If an 'and' is used, all parties must sign this form. If an 'and/or' or 'or' is used, all parties may sign. However, only one of the named parties is required to sign.
5. At Item 5, please provide the date the property in question was acquired. This may be the date of "closing" in the case of a real estate transaction or the date of court order for other types of ownership changes.
6. You may be purchasing only a portion of the total water right held by the seller. This means the water right held by the seller may be "split" to provide your share of the right in question. Be sure to include a description of the portion of the water right you have purchased at Item 6.

Please provide as much detail as possible concerning your water right: include the number of homes, irrigated acreage if more than 1/2 acre is irrigated, type and number of stock if your right is for stockwater, etc. In the absence of information to the contrary, IDWR will assume the intent is to split the rights *proportionately*.

7. The new owner(s) must sign the form in the space(s) provided at Item 7. Corporations and other organizations must submit a list of directors or officers demonstrating the authority of the director or officer to sign the form.
8. There is no filing fee. When complete, you should retain a copy and return the original of the form to the IDWR office nearest you:

IDWR Western Region, 2735 Airport Way, Boise, ID 83705-5082 (208) 334-2190

IDWR Southern Region, 1341 Fillmore St. N., Twin Falls, ID 83301-3380 (208) 736-3033

IDWR Northern Region, 1910 Northwest Blvd., Suite 210, Coeur d'Alene, ID 83814-2615 (208) 769-1450

IDWR Eastern Region, 900 N. Skyline Dr., Suite A, Idaho Falls, ID 83402-1718 (208) 525-7161

372067

COMPUTED
INDEXED
FILED
ASSESSOR

THIS DEED OF TRUST, Made this 22 day of December, 1993
BETWEEN DONALD ALM and JANICE ALM, husband and wife,
herein called GRANTOR,

whose address is 203 South Myrtle, Grangeville, ID 83530

INLAND TITLE COMPANY

, herein called TRUSTEE, and

, herein called BENEFICIARY.

NANCY V. PHILLIPS, a single person,
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 Idaho,
State of Idaho, described as follows and containing not more than twenty acres:

Lot 10 of the Twin Bridges Subdivision, Idaho County, Idaho.

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 FOUR THOUSAND and no/100-----Dollars, (\$4,000.00/100) final payment due May 22, 1994
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 thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune 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 Beneficiary fire insurance satisfactory to and with loss 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 as 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 cure or waive 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 security hereof 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.
4. To pay: at least ten days before delinquency all taxes and assessments affecting said property, when due, all encumbrances, 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 a due in accordance with the terms of the note hereby secured the Grantor shall at the option, and on demand of the Beneficiary, pay estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust for 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 lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay his reasonable fees.

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use of 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: reconvey 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 extension agreement or any agreement subordinating the lien or charge hereof.
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 reconveyance and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in any 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 may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply 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 entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

6. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums 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 or some part thereof is situated.

Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, without demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as 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 its deed conveying the property so sold, but without any covenant or warranty express or implied. The recitals in such deed of any matters 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 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 secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

7. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

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

9. In the event of dissolution or resignation of the Trustee, 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 names 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 hereinbefore set forth.

Donald Alm
DONALD ALM

Janice Alm
JANICE ALM

STATE OF IDAHO, COUNTY OF Idaho

On this 23 day of November, 1993,
before me, a Notary Public in and for said State, personally appeared

DONALD ALM and JANICE ALM,
husband and wife,

known to me to be the person whose names are
subscribed to the within instrument, and acknowledged to me that
they freely executed the same.

Mary E. Underhill
Notary Public,
Residing at Grangeville, Idaho.

STATE OF IDAHO, COUNTY OF Idaho

I HEREBY CERTIFY That this instrument was filed for record at
the request of INLAND TITLE CO.

at 5 minutes past 2:00 o'clock P.
this 21 day of December
1993, in my office, and duly record in Book
of Mortgages at page

ROSE E. GEHRING

Ex-Officio Recorder

By Edith L. Anderson
Deputy

Fees: \$ 6.00
Mail to:

My commission expires _____

DEED OF TRUST
WITH POWER OF SALE

DONALD ALM and
JANICE ALM

GRANTOR
INLAND TITLE COMPANY

TRUSTEE

NANCY V. PHILLIPS

BENEFICIARY

Dated November _____, 1993

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

To

Idaho,

, 19

, Trustee:

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

The undersigned hereby certifies that

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. _____

FAX MEMO	
PAGES <u>4</u>	DATE <u>3-1-99</u> FAX
TO: <u>Paul E. Evans</u>	
FROM: <u>Paul E. Evans</u>	
CO. <u>Idaho County Title</u>	
FILE	INDEXED
SEARCHED	SERIALIZED
FILED	FILED

361553

THIS INDENTURE, made on the 11 day of December, 1991,
by NANCY V. PHILLIPS, Grantor, a widow of 235 Woods Road, Greer,
South Carolina 29650, and executrix of the estate of Darwin D.
Klingman, and NANCY V. PHILLIPS, Grantee, the same and sole
heiress of the estate of Darwin D. Klingman.

WITNESSETH:

That the said Grantor, according to the Last Will and
Testament of Darwin D. Klingman, does grant, convey, and confirm
unto the Grantee, her heirs and assigns forever, all the following
described real property situate in the County of Idaho, State of
Idaho, to wit:

Beginning at the Southeast corner of Section 23, Township 27 North,
Range 1 East, Boise Meridian; thence running North 31° 08' West a
distance of 1668.7 feet to the Southeast corner of the Ben
Large homestead; thence South 85° 20' East 241.50 feet; thence South
65° 07' East 164.4 feet; thence North 32° 58' East 177.90 feet to a
point on the Northwest right-of-way line of the old U.S.
Highway 95; thence North 25° 31' East along the said right-of-way
line 26.20 feet to the true point of beginning; thence continuing along
the said right-of-way line North 25° 31' East 224.9 feet; thence North
53° 04' West 58.29 feet; thence South 68° 42' West 181.82 feet; thence
South 26° 38' West 107.80 feet; thence South 43° 27' East 181.80 feet
to the true point of beginning. Containing .87 acres, more or less.

TOGETHER WITH, the Grantor's rights in that certain well agreement,
including the terms and conditions thereof, by and between Travis W.
Wadley and Betty June Wadley, husband and wife, and Charles S.
Christensen and Helen T. Christensen, husband and wife, and Philip
W. Labaree and Maxine Labaree, husband and wife, such document being
recorded on the 5th day of December, 1978, under Instrument No.
276670, records of Idaho County, Idaho; and

TOGETHER WITH, the Grantor's rights in that Easement for Road
Purposes, including the terms and conditions thereof, by and between
Travis W. Wadley and Betty June Wadley, husband and wife, and Charles S.
Christensen and Helen T. Christensen, husband and wife, and Philip
W. Labaree and Maxine Labaree, husband and wife, recorded on the 5th
day of December, 1978, under Instrument No. 276669, records of Idaho
County, Idaho;

X = 80

Y = 0

TOGETHER WITH, all and singular rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining; TO HAVE AND TO HOLD all and singular the premises before mentioned unto the grantee, and her heirs or successors and assigns, forever. And, the grantor does hereby bind the grantor and her heirs or successors, executors and administrators to WARRANT AND FOREVER DEFEND all and singular said premises unto the grantee and her heirs or successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS the grantor's hand and seal the 16 day of December, 1991.

Nancy V Phillips

NANCY V. PHILLIPS

STATE OF SOUTH CAROLINA

County of Greenville

Before me, a Notary for the said county and state, personally appeared NANCY V. PHILLIPS, known to me to be the person whose name is subscribed to the within instrument, and she acknowledged to me that she freely executed the same for the purpose and consideration therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this the 16 day of December, 1991.

(NOTARY SEAL)



Virginia Luther

Notary Public for South Carolina
My Commission Expires 7-7-96

Filed and recorded at the request of Nancy Phillips
at 10:00 o'clock A M this 20 day of Dec, 1991

by Edith Anderson
Deputy

WARRANTY DEED

-2-

ROSE E. GEHRING

Ex-Clerk of Court and Notary
Idaho County, Idaho

Fee \$ 1.00

372067

THIS DEED OF TRUST, Made this

22

day of

December

19 93

COMPUTER 4-1
 PROCEED 4-1
 RECORDED 4-1
 INDEXED 4-1
 AMERICAN 4-1

BETWEEN DONALD ALM and JANICE ALM, husband and wife,

herein called GRANTOR,

whose address is 203 South Myrtle, Grangeville, ID 83530

INLAND TITLE COMPANY

, herein called TRUSTEE, and

NANCY V. PHILLIPS, a single person,

, 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 Idaho,

State of Idaho, described as follows and containing not more than twenty acres:

Lot 10 of the Twin Bridges Subdivision, Idaho County, Idaho.

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 FOUR THOUSAND and no/100-----Dollars, (\$4,000.00/100) final payment due May 22, 1994

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 termed 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 thereon; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to consent or permit waste thereon; not to consent, 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 enumeration is herein not excluding the general.

2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss 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 as 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 cure or waive 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 security hereof or the right 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 on demand of the Beneficiary, pay each month 1/12 of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust for Grantor's use and benefit and for the payment by Beneficiary of any such sums 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 right or powers of Beneficiary or Trustee; pay, purchase, contract or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such power, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay his reasonable fees.

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use of 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 or all other sums so secured or to declare default for failure 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 thereon; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

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 retention and upon payment of its fees, Trustee shall convey, without warranty, the property then held hereunder. The failure in any recovery action entered under this deed of trust of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantor in such recovery action 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 may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply 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 entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

6. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums 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 or some part thereof is situated.

Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, without demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as 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 its deed conveying the property so sold, but without any covenant or warranty express or implied. The recitals in such deed of any matters 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 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 secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

7. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

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

9. In the event of dissolution or resignation of the Trustee, 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.

Donald Alm
DONALD ALM

Janice Alm
JANICE ALM

STATE OF IDAHO, COUNTY OF Idaho

On this 22 day of November, 1993, before me, a Notary Public in and for said State, personally appeared

DONALD ALM and JANICE ALM,

husband and wife,

known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that they freely executed the same.

Mary E. Underhill
Notary Public,
Residing at Grangeville, Idaho.

STATE OF IDAHO, COUNTY OF Idaho

I HEREBY CERTIFY That this instrument was filed for record at the request of **INLAND TITLE CO.**

at 5 minutes past 2:00 o'clock PM
this 21 day of December
1993, in my office, and duly record in Book
of Mortgages at page

ROSE E. GEHRING

Ex-Officio Recorder,

Edith L. Anderson
Deputy

Fees: \$ 6.00
Mail to:

My commission expires _____

DEED OF TRUST
WITH POWER OF SALE

DONALD ALM and
JANICE ALM

GRANTOR

INLAND TITLE COMPANY

TRUSTEE

NANCY V. PHILLIPS

BENEFICIARY

Dated November _____, 1993

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

To

Idaho,

, 19

Trustee:

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

The undersigned hereby certifies that

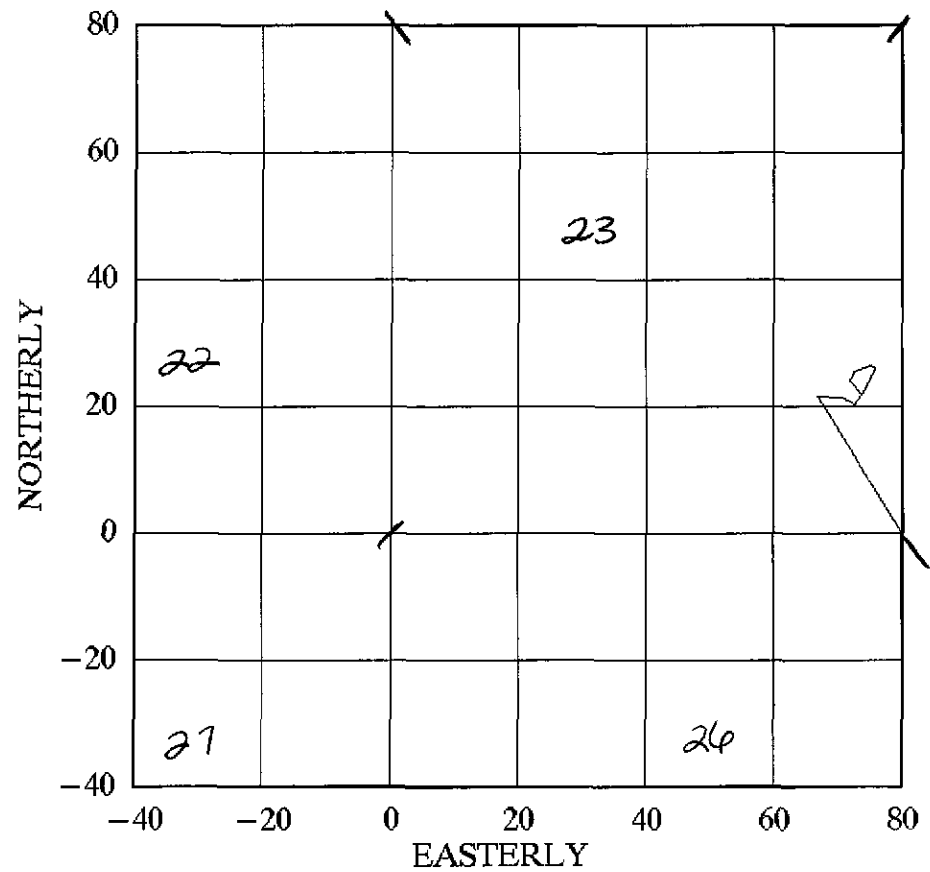
the owner and holder of the debt mentioned in said deed of trust and that the same has never been assigned or transferred.

Address _____

Telephone No. _____

79-10283

PARCEL PLOT - METES & BOUNDS
DISTANCE IS IN CHAINS

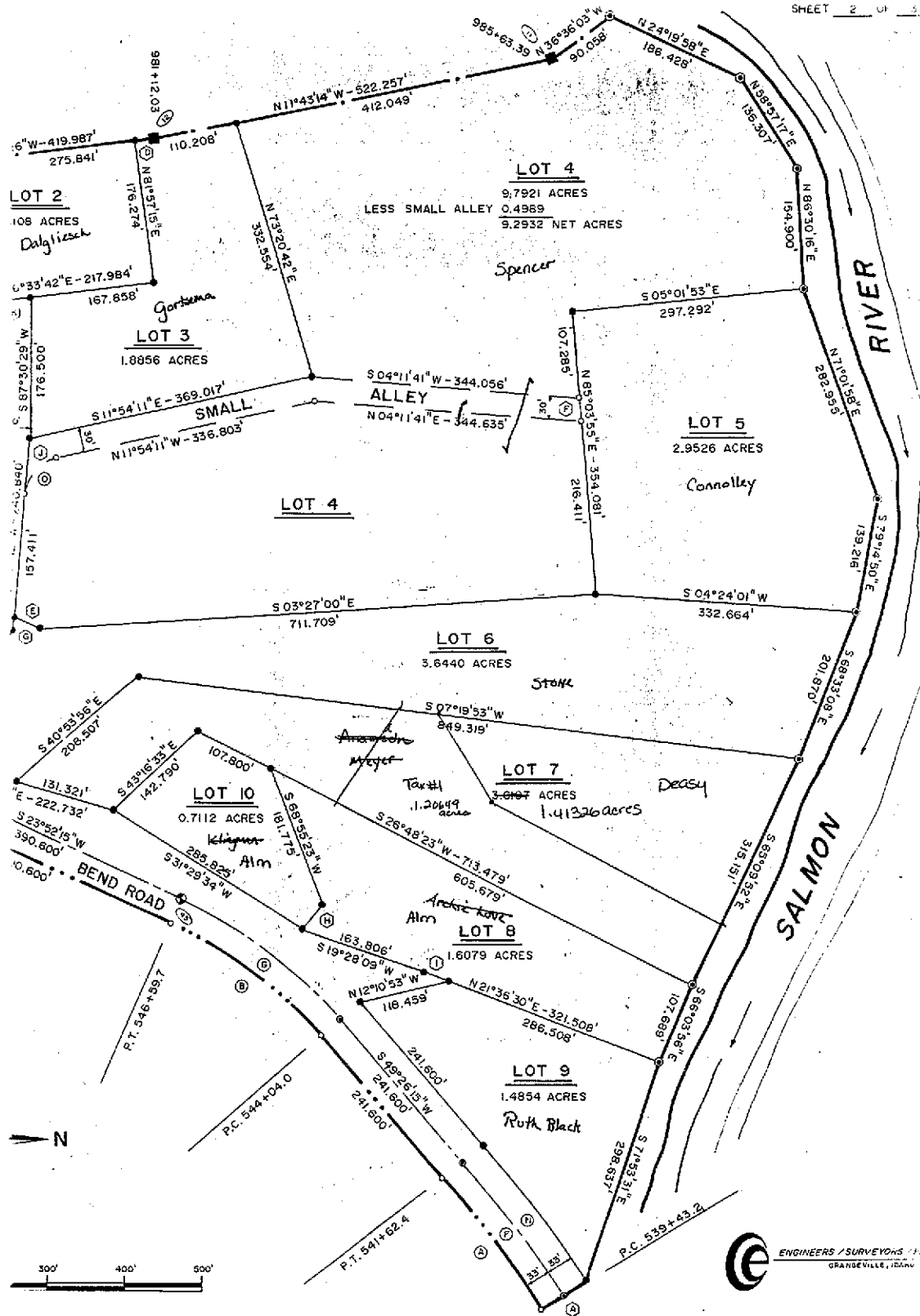


27 N 1 E

METES AND BOUNDS TABLE

PRESS ALT P TO PRINT GRAPH

	X-COR	Y-COR	ANGLE			BEARING	DIST (FT)
			DEGREES	MINUTES	SECONDS		
BEGIN POINT COR. (SEE SHEET)	80.00	0.00					
	66.93	21.64	31.00	8.00	0.00	NW	1668.70
	70.57	21.34	85.00	20.00	0.00	SE	241.50
	72.83	20.30	65.00	8.00	0.00	SE	164.40
	74.30	22.56	32.00	58.00	0.00	NE	177.90
-QUAD COEF-	74.47	22.92	25.00	31.00	0.00	NE	26.20
IF NE, X=1,Y=1	75.94	25.99	25.00	31.00	0.00	NE	224.90
IF SE, X=1,Y=-1	75.23	26.52	53.00	4.00	0.00	NW	58.29
IF SW, X=-1,Y=-1	72.67	25.52	68.00	42.00	0.00	SW	181.82
IF NW, X=-1,Y=1	71.94	24.06	26.00	38.00	0.00	SW	107.80
	73.83	22.06	43.00	27.00	0.00	SE	181.80
	73.83	22.06					



05/03/2002

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 79-10283

NAME AND ADDRESS: DONALD S ALM
PO BOX 755
GRANGEVILLE ID 83530

JANICE J ALM
PO BOX 755
GRANGEVILLE ID 83530

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.04 CFS

THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000
GALLONS PER DAY.

PRIORITY DATE: 01/01/1975

POINT OF DIVERSION:

T27N R01E S23 SESE Within IDAHO County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

DOMESTIC

1/01 12/31

0.040 CFS

PLACE OF USE: DOMESTIC Within IDAHO County

T27N R01E S23 SESE

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A
DETERMINATION OF HISTORICAL BENEFICIAL USE.

EXPLANATORY MATERIAL: Beneficial Use

PARCEL NO. RP 27N01E237390



State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region, 2735 Airport Way, Boise, Idaho 83705-5082 - (208) 334-2190

FAX (208) 334-2348

February 12, 1999

DIRK KEMPTHORNE
GOVERNOR

NANCY V PHILLIPS
235 WOODS RD
GREER, SC 29650

RECEIVED

KARL J. DREHER
DIRECTOR

MAR 01 1999

WATER RESOURCES
WESTERN REGION

RE: A79-10283

Dear Ms Greer: *Phillips*

Enclosed is a copy of a water right claim filed by Darwin Klingman in the Snake River Basin Adjudication for use the use of groundwater in a single home. We were advised by the Idaho County Assessor's Office that you are now the owner of the property associated with this claim.

Enclosed is a copy of a Notice of Change of Water Right Ownership form. If you are in fact the owner of the property mentioned above, please complete the enclosed form and return it to us with a copy of the deed that conveyed the property to you. We will then change the records to show you as the new claim owner. Please return the form to the address above and call me at the number below if you have any questions.

Sincerely,

Mel Schulte

Mel Schulte
ADJUDICATION BUREAU
Department of Water Resources
Western Region Office
(208) 334-2190

Enc.

Dear Mr. Schulte:

*I have sold this property to Donald + Janice Alm. The deed numbers are listed below.
(recorded in Idaho Co., Idaho)*

Deed No. 361553 dated Dec 16, 1991 transferred the property from my late husband, Darwin Klingman, to me, Nancy V. Phillips.

Deed No. 372067 ^{Deed of Trust} dated Dec 21, 1993 transferred the property from me to Donald + Janice Alm.

Sincerely, Nancy V. Phillips



State of Idaho
DEPARTMENT OF WATER RESOURCES

Western Region, 2735 Airport Way, Boise, Idaho 83705-5082 - (208) 334-2190
FAX (208) 334-2348

March 2, 1999

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

DONALD & JANICE ALM
203 SOUTH MYRTLE
GRANGEVILLE, ID 83530

RE: A79-10283

Dear Mr. & Mr. Alm:

Enclosed are copies of several documents relating to the above referenced claim filed in the Snake River Basin Adjudication by Darwin Klingman. In some recent communication with Nancy Phillips she informed us that you now own the property associated with claim A79-10283.

You will note in the copy of the enclosed Warranty Deed the legal description is a mete and bound description containing .87 acres. Also, please note the legal description in the enclosed Deed of Trust describes Lot 10, Twin Bridges Subdivision. Nancy Phillips indicates these are the same parcels of property and the same property appurtenant to claim A79-10283.

If you agree with Nancy Phillips assessment described above and you are now the owner of the property, please complete the enclosed Notice of Change of Water Right Ownership form and return it to us at the address above. Please include with the form a copy of the Deed, not Deed of Trust, that conveys the property to you.

Call me at the number below if you have any questions.

Sincerely,

Mel Schulte
ADJUDICATION BUREAU
Department of Water Resources
Western Region Office
(208) 334-2190

Enc.

AJ0749NP
No. R79-10283

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT
(REGIONAL)

DATE: 02/12/99
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	DARWIN KLINGMAN 3308 RR 620 N AUSTIN TX 78734 (512) 266-1097	01/01/1975	DOMESTIC	01-01 12-31	0.04 CFS	
TOTAL DIVERSION:					0.04 CFS	

Water Source: GROUNDWATER

Tributary to:

Stage: BENEFICIAL USE

Point(s) of Diversion: T27N R01E S23 SESE

IDAHO County

Place of use Legal Description for: DOMESTIC

				NE				NW				SW				SE							
T	R	S	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:			
27N	01E	23	:																	:			

POU County: IDAHO

Non-Irrigation Uses: 1 HOME

Conditions of Approval:

- N11 - THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.
- N13 - THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000 GALLONS PER DAY.

Remarks: EXP PARCEL NO. RP 27N01E237390 - /

Dates: Exam Made Date: Verified Date: 02/12/1999 Objection Filed Date:

Misc: Water District Number: Field Inspection Flag:
Presumption Flag:

Comments: Date: 02/12/1999 User-ID: MSCHULTE Subject: COPIED FROM REMARKS
THERE ARE THREE PROPERTY OWNERS ON THIS WELL

Audit: 02/12/99 MSCHULTE

AJ5856NP

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

DATE: FEB-13-1998

PAGE: A-393

RIGHT NUMBER: 79-10283

NAME & ADDRESS: DARWIN KLINGMAN
3308 RD 620 N
AUSTIN TX 78734

*Estate sold to Nancy V. Phillips executrix of Estate #36/553
235 Woods Rd.
Greer SC 29650*

SOURCE: GROUNDWATER

QUANTITY: 0.04 CFS

PRIORITY DATE: 01/01/1975

POINT OF DIVERSION: T27N R01E S23 SESE Within IDAHO County

PURPOSE AND

PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	~~DOMESTIC~~ + ~~DOMESTIC~~ <i>on home.</i>	01-01 12-31	0.04 CFS

PLACE OF USE: DOMESTIC Within IDAHO County
T27N R01E S23 SESE

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

THERE ARE THREE PROPERTY OWNERS ON THIS WELL

EXPLANATORY MATERIAL: BASIS OF CLAIM - BENEFICIAL USE

*Change of Ownership ?
RP 27N01E237390*

N11 + N13



State of Idaho
DEPARTMENT OF WATER RESOURCES

Western Region, 2735 Airport Way, Boise, Idaho 83705-5082 - (208) 334-2190
FAX (208) 334-2348

February 12, 1999

DIRK KEMPTHORNE
GOVERNOR

NANCY V PHILLIPS
235 WOODS RD
GREER, SC 29650

KARL J. DREHER
DIRECTOR

RE: A79-10283

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Sincerely,

A handwritten signature in cursive script that reads "Mel Schulte".

Mel Schulte
ADJUDICATION BUREAU
Department of Water Resources
Western Region Office
(208) 334-2190

Enc.