

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 the 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 the highest lawful rate permitted under Idaho law; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

Notwithstanding any other provision hereof or of any other agreement between the parties hereto, under no circumstances shall the amount paid or agreed to be paid to Trustee hereunder for the use, enforcement or collection of money exceed the highest lawful rate permitted; and if a court of competent jurisdiction shall determine that the performance of any provision hereof or thereof shall result in payment of a sum in excess thereof, then such provision shall be deemed appropriately modified to the extent necessary to conform with a court order to that end in respect of such sale, and any sums then or thereafter received shall be deemed applied to the principal amount of the debt.

This deed applies to loans to the benefit of, and made by, parties hereto, their heirs, assigns, executors, administrators, successors, representatives and assigns. It is hereby agreed that the terms and conditions of this deed shall apply to, and if the same have been assigned, the assignee thereof. In this deed, whenever the words "the mortgagee" appear, the mortgagee shall be the Trustee hereof or trustee, and the singular number includes the plural.

Trustee is not obligated to satisfy any party hereto of paying any debt 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.

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

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

Brian Bauer
BRIAN BAUER

Cyndi D. Bauer
CYNDI D. BAUER

STATE OF IDAHO

COUNTY OF WASHINGTON

On this 5TH day of JUNE in the year 91, before me, a Notary Public, personally appeared

BRIAN & CYNDI D. BAUER, H&W known or identified to me to be the person S whose names ARE subscribed to the within instrument, and acknowledged to me that T he Y executed the same.

John D. Edwards
Notary Public

Residing at WEISER, Idaho

My Commission expires 3/26/97

STATE OF IDAHO, COUNTY OF

I HEREBY CERTIFY That this instrument was filed for record at the request of

at minutes past o'clock M.,
this day of
19, in my office, and duly recorded in Book
of Mortgages at page

Ex-Officio Recorder.

By Deputy.

Fees: \$
Mail to:

DEED OF TRUST
WITH POWER OF SALE

GRANTOR

TRUSTEE

BENEFICIARY

,19

Dated

Chicago Title



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

Idaho,

,19

To, 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 note mentioned in said deed of trust and that the undersigned has not assigned or transferred the note.

Address

MELVIN RYALS

Telephone No.

JUNE RYALS

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: A67-00452A
Date Received: 11/15/1989
Receipt No: C012826
Received By: _____

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: JAMES C. MC CRUMB 805-947-1911
Address: 38646 SUMAC
PALMDALE, CA 93550

AND/OR

Name: CORA B. MC CRUMB 805-947-1911
Address: 38646 SUMAC
PALMDALE, CA 93550

2. Date of Priority: JUN 01, 1887

3. Source: LITTLE WEISER RIVER Trib. to: WEISER RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
14N	01W	23	SW	SE	NW		ADAMS

5. Description of diverting works:
HEADGATE AND DITCH

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	03/15	11/15	0.410		

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

8. Total consumptive use is 18.8 Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
14N	01W	10	SE	SE		IRR	6.2
Section Acres							6.2
Total Acres							6.2

11. Place of use in counties: ADAMS

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

13. Other Water Rights Used:
BEN ROSS RESEVOIR

14. Remarks:
THIS WATER CARRIED IN THE HALL-MUNDAY DITCH.
|
THIS CLAIM IS FOR A PORTION OF DECREED RIGHT 67-00452.
THIS PROPERTY IS LOCATED IN THE LITTLE WEISER IRRIGATION DIST.
AND IS IRRIGATED FROM THE GRAYS CREEK - INDIAN VALLEY DITCH.

15. Basis of Claim: DECREED

Case Number:
Court :
Decree date:

JOHN T. MUIR

Decree Plaintiff

vs

WILLIAM ALLISON

Decree 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/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 _____

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 A67-00452A
Date Received 11-15-89
Receipt Number C012826 556

NOTICE OF CLAIM
TO A
WATER RIGHT
ACQUIRED UNDER STATE LAW

RECEIVED

NOV 14 1989

Department of Water Resources

Please type or print clearly

1. Name of Claimant (s) JAMES C. AND/OR CORA B. McCrumb Phone (805) 947-1911
Mailing Address 38646 SUMAC, PALMDALE, CALIF. Zip 93550
2. Date of Priority (Only one (1) per claim) JUNE 1, 1887
3. Source of water supply (a) LITTLE WEISER RIVER VIA GRAYS CREEK-
INDIAN VALLEY DITCH
which is tributary to (b) WEISER RIVER
4. a. Location of existing point of diversion is: Township 14 N Range 1 W Section 23,
SW 1/4 of SE 1/4 of NW 1/4, Govt. Lot, _____ B.M., County of Adams
Additional points of diversion if any: _____
- b. If instream flow, beginning point of claimed instream flow is:
Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of _____ 1/4,
Govt. Lot _____ B.M., County of _____
ending point is: Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of _____ 1/4,
Govt. Lot _____ B.M., County of _____
5. Description of existing diversion works (Dams, Reservoirs, Ditches, Wells, Pumps, Pipelines, Headgates, 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.
HEAD GATE + DITCH

MICROFILMED

OCT 01 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.

6. Water is claimed for the following purposes:

(both dates are inclusive)

(cfs)

(acre feet)

For IRRIGATION purposes from MAR 15 to NOV 15 amount .41 or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

7. Total quantity claimed (a) .41 (cfs) and/or (b) _____ (acre feet)

8. Total consumptive use claimed is 18.8 acre feet per annum.

9. Non-irrigation uses; describe fully (eg. Domestic: Give number of households served; Stockwater: Type and number of livestock Etc.) _____

10. Description of place of use:

a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.

b. If water is used for other purposes, place a symbol of use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RNG	SEC	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			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	
14N	1W	10																6.27	6.27

Total number of acres irrigated 6.27

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

12. Do you own the property listed above as place of use? Yes ☒ No ☐
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.
BEN ROSS RESERVOIR or None ()

14. Remarks: THIS PROPERTY IS LOCATED IN THE LITTLE WEISER
IRRIGATION DISTRICT AND IS IRRIGATED FROM THE
GRAYS CREEK - INDIAN VALLEY DITCH.

MICROFILMED
OCT 01 1992

Last Name Mc CRUMB Ident No. _____

Copies: White -State, Yellow-Claimant

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.

Scale: 2 inches equals 1 mile

PROPERTY LOCATION
OCT 01 1992

Copies: White-State, Yellow-Claimant

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

If applicable provide IDWR Water Right Number 67-00452 (PART)
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 4 (FOUR)

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

Signature of Claimant (s) James C. McCrumb Date Nov. 7th, 1989
Cara B. McCrumb Date Nov. 7, 1989

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

of _____, Title _____, 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 CALIF.)
County of LOS ANGELES) SS.

Subscribed and sworn (or affirmed) before me this 7th day of NOVEMBER 1989



Notary Public Cassandra Taylor

Residing at PALMDALE, CA

My Commission Expires _____

Please Print Name

17. Notice of Appearance:

Notice is hereby given that I, _____ will be acting as attorney at law on behalf of the claimant signing above, and that all notices required by law to be mailed by the director to the claimant signing above should be mailed to me at the address listed below.

Signature _____

Address _____

Date _____

Last Name McCrumb Ident. Number _____

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OCT 01 1992

Copies White-State, Yellow-Claimant

Adj. flag translation: Standard Water Right Number

05/01/88 CONVERT

Water Rights Dates and Flags Area

Field Exam Made	-	00/00/0000
Protected Date	-	00/00/0000
Hearing Date	-	00/00/0000
Verified Date	-	04/16/1985
Receipt Number	-	
Appl Received	-	00/00/0000
Presumption Flag	-	

Field Exam Fee	-
Swan Falls	-
Temporary Right	- P
DLE/Carey Act	-
Water District	- 67
Transfer/Amended	-

Microfilm Roll Number -

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 OCT 01 1992

4/5/1989

SRBA CLAIMS RECEIVING CHECKLIST #2

CLAIMANT'S NAME

MC Crum

CLAIM IDENT. NO.

A67-00452A

DATE RECEIVED

11-15-89

CK #

C012826

AMOUNT \$

57.00

YES

NO

Require Info?

1. Is the name and address complete with zip code? ☒ YES ☐ NO *
2. Is a priority date entered? ☒ YES ☐ NO *
- Is the priority date acceptable in view of mandatory filing dates? ☒ YES ☐ NO *
- See Adjudication Memos #1 and #4 to determine if a Permit is required. ☒ YES ☐ NO *
3. (a) Is a source entered? ☒ YES ☐ NO *
- (b) Is a tributary to entered? (if required) ☒ YES ☐ NO N/A *
4. Is the legal description of the p.d. sufficient? ☒ YES ☐ NO *
5. Is there a description of the diverting works? ☒ YES ☐ NO *
6. Are the water uses appropriate for the form? The short form is limited to domestic and stockwater uses with direct diversion. All claims that include storage or instream stockwater must use long form. ☒ YES ☐ NO *
- Is the period of use included? ☒ YES ☐ NO *
- Is a quantity claimed for each use? ☒ YES ☐ NO *
7. Is a total quantity claimed entered? ☒ YES ☐ NO *
8. If required is a consumptive use entered? ☒ YES ☐ NO N/A *
- Is the consumptive use correct? ☒ YES ☐ NO N/A *
9. Are the non-irrigation uses listed properly? If this claim is on the short form, and more than one domestic use is listed, single ownership must be stated. If not under single ownership, see Adjudication Memo # 4. ☒ YES ☐ NO N/A *
10. Is (are) the place(s) of use and purpose(s) indicated? ☒ YES ☐ NO *
11. Is (are) the county(ies) entered? ☒ YES ☐ NO *
12. Is the ownership of p.u. checked? ☒ YES ☐ NO *
13. Are other water rights listed or "none" indicated? ☒ YES ☐ NO *
14. If required, are remarks correct? (If the claimant does not own the place of use, authority for filing the claim must be explained in the remarks.) ☒ YES ☐ NO N/A *
15. Is the basis of the claim indicated? ☒ YES ☐ NO *
16. If the claimant requested a monthly docket sheet, is payment enclosed? (If yes, describe payment status in "Comments" below.) ☒ YES ☐ NO N/A *
17. Is the claim signed by the claimant, and is the signature appropriate? Organizations must complete the organization block. ☒ YES ☐ NO *
18. Has the claim been signed, sealed, and dated by a notary? ☒ YES ☐ NO *
19. Was this claim filed on time, or was an extension granted? ☒ YES ☐ NO *
20. Is the fee enclosed correct? ☒ YES ☐ NO Exempt *
21. If this claim is based on an existing water right, has the identification number been entered? ☒ YES ☐ NO N/A *
22. Should this claim be data entered? ☒ YES ☐ NO *

Claim checked by:

\$

Date:

4/4/90

Claim must be returned to claimant:

(Yes) ☒ (No) ☐

Claimant must be notified of modifications:

(Yes) ☒ (No) ☐

Receipt Prepared by:

Claim data entered by:

TB

Sent to claimant by:

Date:

Date:

Date:

4/5/90

Checked by:

MICROFILMED

Date:

OCT 01 1992

Comments:



State of Idaho
DEPARTMENT OF WATER RESOURCES

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

PHILIP E. BATT
GOVERNOR

October 20, 1995

KARL J. DREHER
DIRECTOR

BRIAN BAUER
CYNDI BAUER
PO BOX 7
INDIAN VALLEY ID 83632

Dear Mr. and Ms. Bauer:

This office has received a Change of Ownership form which lists you as the new owner of property located in Twp. 14N, Rge. 01W, s. 10, SE $\frac{1}{4}$ SE $\frac{1}{4}$.

On the form you listed the previous owner as William J. Osborne. Please be advised that IDWR does not have any claims on file from Mr. Osborne. The claim number you listed on the form, 67A000452, is not a valid claim number. However claim no. A67-00452A is a claim on file at IDWR. Claim no. A67-000452A was filed by Cora and James McCrumb and may be appurtenant to your property.

Reports which summarize all the claims filed in the Snake River Basin Adjudication (SRBA) which are appurtenant to Twp. 14N, Rge. 01W, s. 10, SW $\frac{1}{4}$ SW $\frac{1}{4}$ are enclosed with this letter. Please contact this office with information on which claim(s) pertains to your property. The previous owner may be able to help you. IDWR will require proof of ownership traced from the original claimant(s) to you. This proof may be in the form of the deeds which transfer the property. Please include this documentation when you contact us about the claims which are appurtenant to your property.

There is also the possibility that the water rights appurtenant to your property have not been filed in the SRBA. If after review of the claims already filed you determine that claims for your water use have not yet been filed, it will be your responsibility to file the claims.

If you have any questions or need additional information, please contact this office. You are welcome to visit our office Monday through Friday, 8:00 a.m. to 5:00 p.m. Please call for an appointment.

Sincerely,

Maria Minicucci

Sr. Water Agent, Adjudication Bureau

MM:m

Enc. Profile reports for T14N, R01W, s.10 SWSW

07/10/1996 : No Response

MICROFILMED

OCT 22 1996



NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Please print or type
(see instructions on back of page)

DATE OF CLOSING: June 5, 1991

RECEIVED

OCT 10 1995

Department of Water Resources

No

LEGAL DESCRIPTION OF PROPERTY: Township 14 North Range 1 West, Boise Meridian
Section 10, SE 1/4 of SE 1/4 of 1/4 Govt. Lot , BM.

Lot , Block , Subdivision/Townsite .

If you have additional legal descriptions, please attach separate sheet.

RECEIVED

OCT 11 1995

WATER RESOURCES
WESTERN REGION

☐ Served Only by a Public Service Water Supply (all water is received from a city or company who maintains water supply system, owns the water right, and bills the customer on a regular basis)

☒ Water Right Number(s)
Assigned by IDWR:

67A 00452

☒ Name and Address of Former
Owner/Claimant(s)(Seller):

William J. Osborne & Zanna Osborne

4065 Hwy 95 S.

Seagle, Id 83860

☒ New Owner/Claimant
(Purchaser):

Brian & Cyndi Bauer

☒ New Mailing Address:

P.O. Box 7

INDIAN VALLEY, ID 83632

☒ New Telephone Number:

(208) 256-4315

☐ Does the change in ownership result in a splitting of the water right owned/claimed? yes ☒ no
If yes, then describe the portion of the water right that is now owned/claimed by the new owner:

☒ Attach proof of
ownership, describe
proof attached:

Purchase Papers

(proof of ownership must describe either the property conveyed or include the claim number. Proof of ownership is not required if this form is signed by the former owner/claimant.)

☐ Signature of New
Owner/Claimant(s)

Brian Bauer
Cyndi Bauer

Date 7/18/95

Date 7/18/95

☐ Signature of Former
Owner/Claimant(s):

Date

Date

(Signature of former claimant(s) is not required if proof of ownership is attached.)

FOR IDWR USE ONLY:

Initial Review and Data-Entry

Date: 10/19/1995 By: NTT

Further Action Needed:

CORR Regarding ORIG. OWNER

Further Action Taken

Date: 10/20/1995 By: NTT

Final Review and Data-Entry

Date: By:

Claim Numbers of Split, if any:

07/10/1996: No Response

MICROFILMED

OCT 22 1996

Original to be mailed to Idaho Department of Water Resources
Copies to Former Owner and New Owner

INSTRUCTIONS

This form has been prepared to assist new owners of property to comply with the requirements of Section 42-1409(7), Idaho Code. This statute provides that new property owners notify the Department of Water Resources (IDWR) of any change in ownership of a water right during an adjudication of water rights, and if a claim for the water right has not been filed to file the needed claim(s).

Separate brochures are available from IDWR describing the adjudication of water rights and the requirement to notify IDWR of changes in ownership. If you would like any of these brochures or if you have questions about completing this form please contact your nearest office of IDWR or you may call 1-800-451-4129 (toll-free).

The first line of the form asks for the date of closing so IDWR will have a record of the effective date of the property transfer.

The second line of information requires the legal description of the property being transferred. This information is **ESSENTIAL** and should be available from the documents that will be present at the time of closing. The first two lines of the legal description **MUST** be completed. IDWR's records are based upon legal descriptions using township, range, section and fractions of a section descriptions, and this information must be included on the form. If you also have available a legal description based upon a townsite or subdivision and lot and block number, please also include this additional information. A lot and block legal description is **NOT** a substitute for the township, range, section and fraction of a section description.

After completing the legal description, if all water is supplied by a public service water supply you may check the first box; complete the name, address and telephone information for yourself, the new owner; sign the form in the space provided and return the form to the IDWR office nearest you.

If there are water rights associated with the property, the seller should be able to provide you with the water right number(s). The water right number(s) for the property are to be put in the space provided at the second box on the form. If you or the seller believe there are water rights for the property but the numbers are unknown, then you may wish to call or come into an office of IDWR for assistance in identifying the water rights for the property involved. If claims for the property have not been filed you will be so advised by IDWR.

After the water right number(s) for the property has been entered on the form, complete the name and address information for **BOTH** the former owner/seller and for yourself, the new owner, in the spaces provided. Please also include your telephone number. If the property you have purchased is only part of the property owned by the former owner/seller, you may be purchasing only part of the total water right held by the seller. This means the water right held by the seller must be split so you get your proportionate share of the water right. Be sure to include a description of the portion of the water right you have purchased. The seller should be able to help you describe the portion of the water right for the property you have purchased.

If the former owner/seller will sign the form and the seller is shown as the claimant of the water right in IDWR's records, then you do not need to attach proof of ownership of the land or the water right. The seller should know if the original claim was filed by him, or if the seller has filed a change in ownership so the seller is shown as the claimant of the water right in IDWR's records. If the seller is not going to sign the form then you must attach some proof of ownership of the property described at the top of the form or proof of ownership referencing the specific water right(s) for the property.

The new owner must sign the form in the space provided. If the former owner/seller is available to sign the form please do so in the space provided.

When complete, the new owner and the former owner/seller should each retain one of the copies and return the original of the form to IDWR. You may return the form to the IDWR office nearest you or to: Idaho Department of Water Resources, Statehouse Mail, Boise, ID 83720-9000, Attention: Adjudication Bureau.

RECEIVED

RECEIVED

OCT 10 1995

Order No.

OCT 11 1995

Department of Water Resources

THIS DEED OF TRUST, made this 5TH WATER RESOURCES day of JUNE 19 91
 BETWEEN BRIAN BAUER AND CYNDI D. BAUER, husband and wife

whose address is

herein called GRANTOR,
 WEISER VALLEY TITLE, INC.

an Idaho corporation, herein called TRUSTEE, and MELVIN RYALS AND JUNE RYALS, husband and wife

, 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 ADAMS State of Idaho,

described as follows, either located within an incorporated city or village at the date hereof, or containing not more than twenty acres:

Township 14 North, Range 1 West, Boise Meridian

Section 10: A tract or parcel of land in the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section described as follows: Commencing at a point on the south line of said SE $\frac{1}{4}$ SE $\frac{1}{4}$ that is 420 feet, either more or less, west of the southeast corner of said SE $\frac{1}{4}$ SE $\frac{1}{4}$; thence North 330 feet to a point; thence West 273 feet to a point; thence

South 330 feet to a point on the south line of said SE $\frac{1}{4}$ SE $\frac{1}{4}$ thence East 273 feet to the POINT AND PLACE OF BEGINNING.

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, or even date herewith, executed by Grantor in the sum of FORTY-TWO THOUSAND AND NO/100***** Dollars, (\$ 42,000.00),

final payment due JUNE 5, 2006

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 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 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 the highest lawful rate permissible under Idaho law.

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 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.

...and the time that the time that required by law to the Trustee without demand on Grantor. ...in each case to determine, at public ...of the United States, payable at the time of sale. Trustee shall deliver to the purchaser, its deed conveying ...The records in each case of any grantor or trustee shall be conclusive proof of the truthfulness ...any person, including Grantor, Trustee or Beneficiary, may purchase at such sale, and the ...of the Trust, including cost of evidence ...in connection with sale ...under the terms hereof, and the remainder, if any, to the person or persons ...and the remainder, if any, to the person or persons ...

...of the appointment of such trustee or trustees, and each such 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.

Brian Bauer
BRIAN BAUER

Cyndi D. Bauer
CYNDI D. BAUER

STATE OF IDAHO
COUNTY OF WASHINGTON } ss.
On this 5TH day of JUNE in the year 19 91, before me, a Notary Public, personally appeared BRIAN & CYNDI D. BAUER, H&W known or identified to me to be the person S whose names ARE subscribed to the within instrument, and acknowledged to me that T he Y executed the same.

John D. Edwards
Notary Public
Residing at WEISER, Idaho
My Commission expires 3/26/97

STATE OF IDAHO, COUNTY OF
I HEREBY CERTIFY That this instrument was filed for record at the request of
at minutes past o'clock M.,
this day of
19, in my office, and duly recorded in Book
of Mortgages at page

Ex-Officio Recorder.
By Deputy.

Fees: \$
Mail to:

DEED OF TRUST
WITH POWER OF SALE

GRANTOR

TRUSTEE

BENEFICIARY

, 19

Dated

Chicago Title

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

To , Trustee: Idaho, 19

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 note mentioned in said deed of trust and that the undersigned has not assigned or transferred the note.

Address MELVIN RYALS
Telephone No. JUNE RYALS

NOTE SECURED BY DEED OF TRUST

(INSTALLMENT — INTEREST INCLUDED)

\$42,000.00 WEISER Idaho, JUNE 5 1991

In installments as herein stated, for value received, I promise to pay to

MELVIN RYALS AND JUNE RYALS, husband and wife

at _____ or order
escrowholder, WEISER VALLEY TITLE, INC. the principal sum of

FORTY-TWO THOUSAND AND NO/100***** dollars,

with interest from 6/5/91 on unpaid principal at the rate of ELEVEN AND NO/100 per cent

per annum; principal and interest payable in installments of FIVE HUNDRED AND NO/100*****

***** dollars or more on the 5TH day of

each AND EVERY month, beginning on the 5TH day of JULY 1991

AND CONTINUING UNTIL PAID IN FULL PLUS ACCRUED INTEREST.

NO PREPAYMENT PENALTY.

and continuing until said principal and interest have been paid.

Each payment shall be credited first on interest then due; and the remainder on principal; and the interest shall thereupon cease upon the principal so credited. Should default be made in payment of any installment of principal and interest, the whole sum of principal and interest shall, at the option of the holder of this note, become immediately due. Principal and interest payable in lawful money of the United States. If action be instituted on this note, the undersigned promise to pay such sum as the Court may adjudge as attorney's fees. This note is secured by a DEED OF TRUST to WEISER VALLEY TITLE an Idaho corporation.

DUE JUNE 5, 2006

Brian Bauer
BRIAN BAUER

Cyndi D. Bauer
CYNDI D. BAUER

ESCROW CLOSING STATEMENT
CLOSING AGENT - Weiser Valley Title

Seller WILLIAM J. OSBORNE

Loan #

Buyer BRIAN BAUER

CYNDI D. BAUER

VA #

Lender MELVIN RYALS
Broker

JUNE RYALS

FHA #

PRORATE DATE : 06/05/91

Property Address: T14N. R1W BOISE MERIDIAN
PART OF SECTION 10
COUNCIL, ID 83612

	BUYER		SELLER	
	Debit	Credit	Debit	Credit
Purchase Price	35,000.00			-35,000.00
Earnest Money Paid		-500.00	500.00	
Cash Due ~~From~~ Buyer	427.72			
Loan Amount NOTE; DEED OF TRUST MEL & JUNE RYALS		-42,000.00		
Payoff underlying ESCROW #85-0151	7,059.82			
Taxes '91 PRORATED		-121.54	121.54	
Re :				
Recording Fees	7.50		1.50	
Escrow Fee	59.50		59.50	
Closing Fee	67.00		67.00	
Re :				
Cash To/ ~~From~~ Seller			34,250.46	
TOTAL	42,621.54	42,621.54	35,000.00	35,000.00

Buyers

Seller

Brian Bauer
BRIAN BAUER

William J. Osborne
WILLIAM J. OSBORNE

Cyndi D. Bauer
CYNDI D. BAUER

Date

Date

We hereby certify that the foregoing is a true and correct statement of funds received and disbursed by us in closing above transaction.

By

Jenna L. Edwards Escrow Officer

Closing # : 91-0125

MONTHLY/ANNUAL PAYMENTS BEGIN N/A

Principal & Interest N/A

Escrow fee N/A

Reserve amount due N/A

TOTAL PAYMENT DUE N/A

BE SURE TO SIGN UP FOR THE HOMEOWNER'S TAX EXEMPTION AT THE TAX ASSESSOR'S OFFICE AS SOON AS POSSIBLE AFTER CLOSING, IF THIS IS TO BE THE PRIMARY RESIDENCE FOR THE BUYER.

PRIOR TO NOVEMBER, ALL TAXES WILL BE PRORATED FOR 1991 AND CREDITED TO THE BUYER, AND IT WILL BE THE RESPONSIBILITY OF THE NEW BUYER TO PAY THE 1991 TAXES DUE. AFTER NOVEMBER, A PRORATED PORTION WILL BE COLLECTED FROM EACH SIDE AND THE TAXES PAID DIRECTLY TO THE TAX COLLECTOR. TAXES ARE PRORATED USING AN ESTIMATION, IF THE ACTUAL BILLINGS HAVE NOT BEEN CALCULATED BY THE ASSESSOR'S OFFICE. IF THERE IS A LARGE DECREASE OR INCREASE IN ACTUAL TAXES, IT WILL BE THE RESPONSIBILITY OF THE BUYER AND SELLER TO ADJUST THESE ACCORDINGLY, AND THEY HEREBY AGREE TO DO SO. THE BUYER WILL REIMBURSE THE SELLER FOR ANY OVER-PRORATION CREDIT, AND THE SELLER WILL REIMBURSE THE BUYER FOR ANY UNDER-PRORATION CREDIT.

WEISER VALLEY TITLE
ESCROW CLOSING INSTRUCTIONS-91-0125

BUYER: BRIAN BAUER AND CYNDI D. BAUER, HUSBAND AND WIFE

SELLER: WILLIAM J. OSBORNE

PLEASE CLOSE THIS TRANSACTION BASED ON THE FOLLOWING INFORMATION:
TOTAL PURCHASE PRICE: \$35,000.00 DOWN PAYMENT: ALL CASH AT CLOSING
EARNEST MONEY: \$500.00 GIVEN TO WILLIAM J. OSBORNE

BUYER AND SELLER HEREIN AGREE THERE WILL BE NO TITLE OR LIEN SEARCH AND NO TITLE POLICY ISSUED. THEY AGREE TO HOLD WEISER VALLEY TITLE, INC. HARMLESS FROM ANY AND ALL CLAIMS FOR TITLE OR LIENS.

PRORATE TAXES BASED ON 1990 TAXES. PRORATE TAXES AS OF 6/5/91.

BUYER MUST PROVIDE OWN INSURANCE AT THE TIME OF CLOSING.

WOODSTOVE INCLUDED IN SALE.

CLOSING COSTS ARE TO BE SPLIT EQUALLY.

BUYER AND SELLER ARE RESPONSIBLE TO CHANGE THE BILLINGS AT THE CITY OFFICE AND POWER COMPANY. ANY DELINQUENCIES IN THE BILLS ARE THE RESPONSIBILITY OF THE SELLER.

THERE IS NO REALTOR INVOLVED IN THIS TRANSACTION.

WHEN ALL DOCUMENTS HAVE BEEN SIGNED AND YOU HAVE RECEIVED ALL NECESSARY FUNDS, YOU ARE AUTHORIZED TO RECORD THE NECESSARY INSTRUMENTS, HAVE THE TITLE POLICY ISSUED, AND DISBURSE THE FUNDS COLLECTED IN ACCORDANCE WITH THE CLOSING-SETTLEMENT STATEMENT.

THIS ESCROW MAY BE TERMINATED ONLY UPON WRITTEN AUTHORIZATION TO YOU BY BOTH BUYER AND SELLER OR THEIR AUTHORIZED AGENTS. ANY EXPENSES INCURRED BY THE ESCROW AGENT PRIOR TO ACTUAL CLOSING MAY BE DEBITED PRIOR TO ACTUAL TERMINATION. IF A CONTROVERSY ARISES BETWEEN THE PARTIES HERETO, OR WITH ANY THIRD PARTY, THE ESCROWHOLDER SHALL NOT BE REQUIRED TO ARBITRATE OR DETERMINE THE OUTCOME, BUT MAY HOLD FUNDS AND PAPERS UNTIL SUCH CONTROVERSY IS FULLY SETTLED AND THE ESCROW-CLOSING AGENT SHALL BE HELD HARMLESS FROM ANY DAMAGES OR INTEREST. ALL PARTIES AGREE TO REIMBURSE AND INDEMNIFY WEISER VALLEY TITLE FOR ALL ATTORNEY FEES, COURT COSTS, OR OTHER EXPENSES INCURRED AS A RESULT OF PROBLEM

Brian Bauer
BUYER: BRIAN BAUER

SELLER: WILLIAM J. OSBORNE

Cyndi D. Bauer
BUYER: CYNDI D. BAUER

P.O. Box 218
ADDRESS

ADDRESS

Cambridge Id 83610

DATE:

WEISER VALLEY TITLE
ESCROW CLOSING INSTRUCTIONS-91-0125

BUYER: BRIAN BAUER AND CYNDI D. BAUER, HUSBAND AND WIFE

LENDER: MELVIN RYALS AND JUNE RYALS, HUSBAND AND WIFE

PLEASE CLOSE THIS TRANSACTION BASED ON THE FOLLOWING INFORMATION:
TOTAL LENDING AMOUNT: \$42,000.00 DOWN PAYMENT: NONE

BUYER AND LENDER HEREIN AGREE THERE WILL BE NO TITLE OR LIEN SEARCH AND NO TITLE POLICY ISSUED. THEY AGREE TO HOLD WEISER VALLEY TITLE, INC. HERMLESS FROM ANY AND ALL CLAIMS FOR TITLE OR LIENS.

ORDER: NOTE; DEED OF TRUST IN THE AMOUNT OF \$42,000.00 WITH INTEREST AT 11.0% FROM 6/5/91 AND PAYMENTS OF \$500.00 TO BE PAID MONTHLY WITH FIRST PAYMENT DUE 7/5/91. WITH FIRST DEED OF TRUST ON ADAMS COUNTY PROPERTY AND ASSIGNMENT OF DEED OF TRUST FROM CAMPBELL TO BAUER.

THERE WILL BE NO PREPAYMENT PENALTY.

BUYER MUST PROVIDE PROOF OF INSURANCE AT THE TIME OF CLOSING, WITH THE LENDER HEREIN SHOWN AS LIENHOLDER, AND A MINIMUM COVERAGE OF \$42,000.00.

THE LONG TERM ESCROW COLLECTION WILL BE HELD AT WEISER VALLEY TITLE, WITH THE BUYER TO PAY THE MONTHLY COLLECTION FEE OF \$3.50.

ESCROW FEES ARE TO BE PAID BY BUYER.

THIS CONTRACT WILL CONTAIN A NON-ASSIGNABILITY CLAUSE.

WHEN ALL DOCUMENTS HAVE BEEN SIGNED AND YOU HAVE RECEIVED ALL NECESSARY FUNDS, YOU ARE AUTHORIZED TO RECORD THE NECESSARY INSTRUMENTS, HAVE THE TITLE POLICY ISSUED, AND DISBURSE THE FUNDS COLLECTED IN ACCORDANCE WITH THE CLOSING-SETTLEMENT STATEMENT.

THIS ESCROW MAY BE TERMINATED ONLY UPON WRITTEN AUTHORIZATION TO YOU BY BOTH BUYER AND SELLER OR THEIR AUTHORIZED AGENTS. ANY EXPENSES INCURRED BY THE ESCROW AGENT PRIOR TO ACTUAL CLOSING MAY BE DEDUCTED PRIOR TO ACTUAL TERMINATION. IF A CONTROVERSY ARISES BETWEEN THE PARTIES HERETO, OR WITH ANY THIRD PARTY, THE ESCROWHOLDER SHALL NOT BE REQUIRED TO ARBITRATE OR DETERMINE THE OUTCOME, BUT MAY HOLD FUNDS AND PAPERS UNTIL SUCH CONTROVERSY IS FULLY SETTLED AND THE ESCROW-CLOSING AGENT SHALL BE HELD HARMLESS FROM ANY DAMAGES OR INTEREST. ALL PARTIES AGREE TO REIMBURSE AND INDEMNIFY WEISER VALLEY TITLE FOR ALL ATTORNEY FEES, COURT COSTS, OR OTHER EXPENSES INCURRED AS A RESULT OF PROBLEM

Brian Bauer
BUYER: BRIAN BAUER

LENDER: MELVIN RYALS

Cyndi D. Bauer
BUYER: CYNDI D. BAUER

LENDER: JUNE RYALS

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