

Distribution of the Emily Warren Decree

Upon a detailed review of the Abstracts and deeds associated with the Joseph and Emily Warren properties the following distribution of the Emily Warren Decree has been accepted by users of the decree.

Right No. 27-00025A
Larry Grimmett
224 S 550 W
Blackfoot, ID 83221
Acceptable portion of decree: 8.95"

I, Larry Grimmett, accept the distribution of the Emily Warren Decree as noted to the left for all users of this decree including my portion.

Larry Grimmett 1-16-06
Signature Date

Right No. 27-00025B
Deanna Stecklein
LaVerelle Stecklein
757 W Riverton RD
Blackfoot, ID 83221
Acceptable portion of decree: 70.44"

I, La Verelle Stecklein, accept the distribution of the Emily Warren Decree as noted to the left for all users of this decree including my portion.

La Verelle Stecklein 1/16/06
Signature Date

Right No. 27-00025C
Norman Winter
230 S 550 W Nagisty Rd
Blackfoot, ID 83221
Acceptable portion of decree: 8.95"

I, Norman Winter, accept the distribution of the Emily Warren Decree as noted to the left for all users of this decree including my portion.

Norman Winter 1-16-06
Signature Date

Right No. 27-12069
Charles Brent Weaver
802 W Riverton Rd
Blackfoot, ID 83221
Acceptable portion of decree: 17.66"

I, Charles Brent Weaver, accept the distribution of the Emily Warren Decree as noted to the left for all users of this decree including my portion.

Charles Brent Weaver
Signature Date
1-16-06

Total Decree 106"

An Analysis of the Emily Warren Decree

and deeds associated with the Joseph Warren Property
during the period that the Joseph and Emily Warren estate
is being settled.

Prepared by Merlin E Yancey
November 14, 2005

Reviewed with Ernie Carlson, IDWR
November 16, 2005

Reviewed with LaVerelle Stecklein
November 30, 2005

Final Updated: December 1, 2005

An Analysis of the Emily Warren Decree and property deeds during the period the Joseph and Emily Warren estate is being settled.

Prepared Nov. 14, 2005 by Merlin E Yancey – Updated: Nov. 18, 2005, Final Update Dec. 1, 2005

No.	Date Recorded	Date Prepared	Parties Involved	Acres	Water Rights	Remaining Right(E.W.)	Comments
1		1 August 1891	Fred S. Stevens vs. Eastern Idaho Water – Emily Warren Decree		106 inches	106 inches	Decree Date 1 April 1883
2	18 November 1903	1 November 1888	Probate for the Estate of Joseph Warren				½ to Emily Warren ½ to Joseph, Alice, and George
3	6 May 1907	15 February 1904	George R. & Anne Warren to Emily Warren	20	9 inches of decreed water. <u>Right No. 27-00027A</u>	97 inches	Emily is decreed property & 9 inches of her 53 inches of the Emily Warren decree. 53 inches ½ of Probated decree.
4	9 January 1908	4 May 1907	Emily Warren Hodder, Frederick Hodder to Joseph H. Warren	10	...and water rights See Comments 8 inches <u>Right No. 27-00025C</u>	89 inches	Emily still has control of 44 inches of her ½ of the decree: 53 – 9 inches. Water right may have been 0.8085"/acre ¹ or 0.78926/acre ² . - 7.9" to 8.1"
5	9 January 1908	3 August 1907	George Warren & Anna to Joseph H Warren	60.15	40 inches part of <u>Right No. 27-00025B</u>	49 inches	George Warren decided this property and 40" of the Emily Warren decree. Family decision made and this deed recorded 9 Jan. 1908.
6	22 May 1909, at request of Alice S. Miller	14 May 1909	Emily Hodder to Alice S. Miller	None	20 inches of Emily Warren Decree <u>Right No. 27-12069</u>	29 inches	Emily still has control of the remainder of her ½ of the decreed water right (36"). 20" decreed to Alice S. Miller. Recorded: 22 May 1909
7	31 August 1910	22 March 1904	Fred & Finetta Stevens to George R Warren	38.20	None	29 inches	No. 7 and No. 14 appear to be a property transfer for convenience of the parties involved. It appears that Stevens retains that portion 1884 Stevens' right associated with his property.
8	10 January 1911, at request of Idaho	20 April 1904	Joseph H. Warren & Alice Warren Miller to	131.10	100 inches Emily Warren Decree	29 inches (See No. 12)	No. 9 same as No. 8 with the exception that Alice's husband,

¹ Based on the total land that is being distributed (131.10) and the total decree (106).

² Based on property deeds from 2 December 1919 through 24 August 1937.

**An Analysis of the Emily Warren Decree
and property deeds during the period the Joseph and Emily Warren estate is being settled.**

Prepared Nov. 14, 2005 by Merlin E Yancey – Updated: Nov. 18, 2005, Final Update Dec. 1, 2005

No.	Date Recorded	Date Prepared	Parties Involved	Acres	Water Rights	Remaining Right(E.W.)	Comments
9	Irrigated Lands Co. 18 January 1911, at request of Idaho Irrigated Lands Co.	20 April 1904	George R. Warren Joseph H. Warren & Alice Warren Miller to George R. Warren	131.10	100 inches Emily Warren Decree	29 inches (See No. 12)	James N. Miller is mentioned. Note: These deeds are prepared in April 1904 but not recorded until Jan. 1911. It appears the family did not decide what to do with the property until January 1911. A portion of 100” mentioned in this deed when it was prepared has been previously deeded via other deeds & recorded prior to this deed being recorded.
10	7 February 1911	10 May 1882	USA to Joseph Warren	163.25	No mention	29 inches (See No. 12)	Deed recorded about 29 year after it was prepared.
11	8 February 1911	30 January 1911	E. M. Kennedy & wife to John Cotton	None	50 inches Leon Misslen Decree	29 inches (See No. 12)	Water Right Decree Date: 1 May 1885. Mentioned in deed No.12.
12	18 February 1911	19 January 1911	George R. & Joseph H. Warren & wives to John Cotton	93.87	50 inches of Emily Warren Decree Also: 50 inches Leon Misslen Decree	0	It appears that the family has decided what to do with the remaining property and water rights. On Jan. 10, 1911 deed (No.8) is recorded. Basically, the same deed (No. 9) was recorded on Jan. 18, 1911 with mention of Alice husband, James. This deed (No. 12) was prepared the next day to sell the remainder of property and water right to John Cotton. It is interesting to note that both George R. and Joseph H. Warren were identified as parties of the first part, even though the property had been recorded in George R. Warren name the day previous. It appears that they considered themselves both still involve in finalizing the estate of Joseph and Emily. The deed specifies 50 inches of Emily Warren

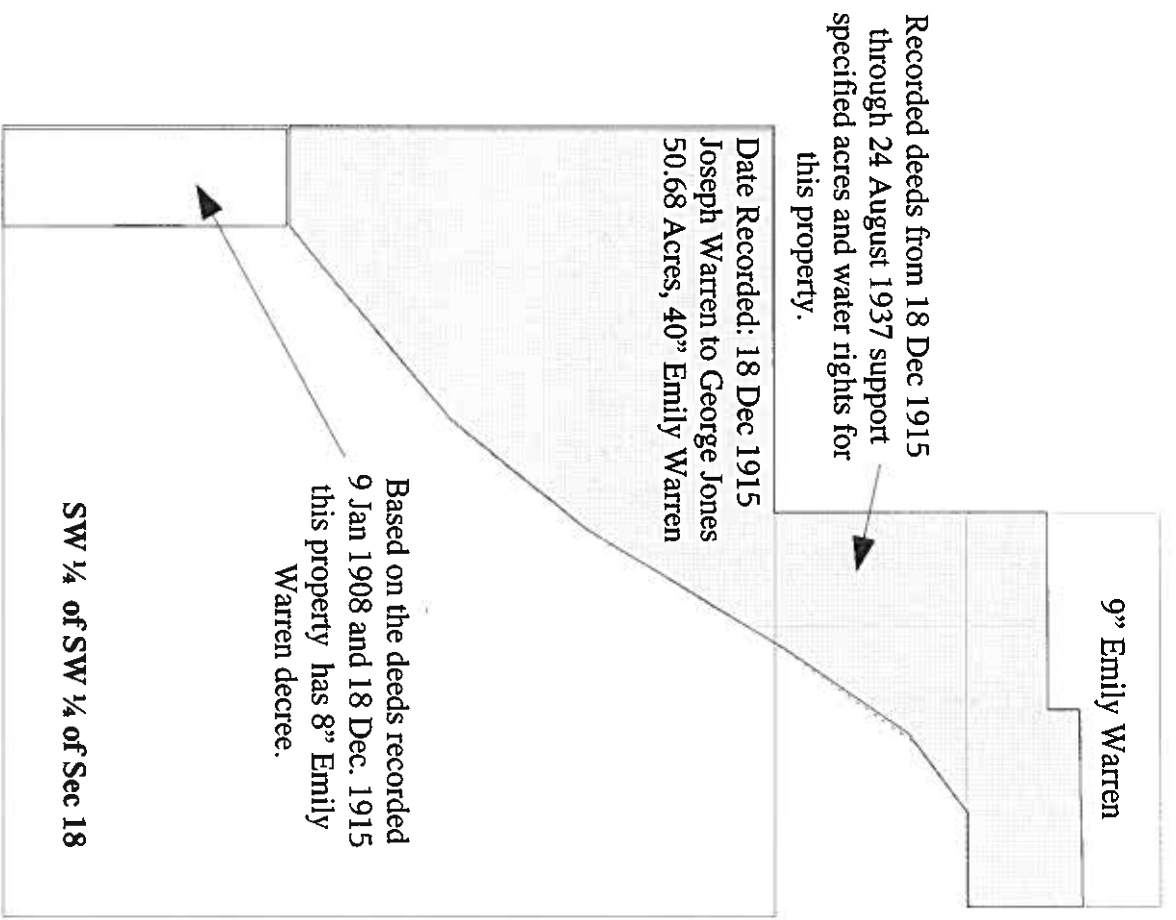
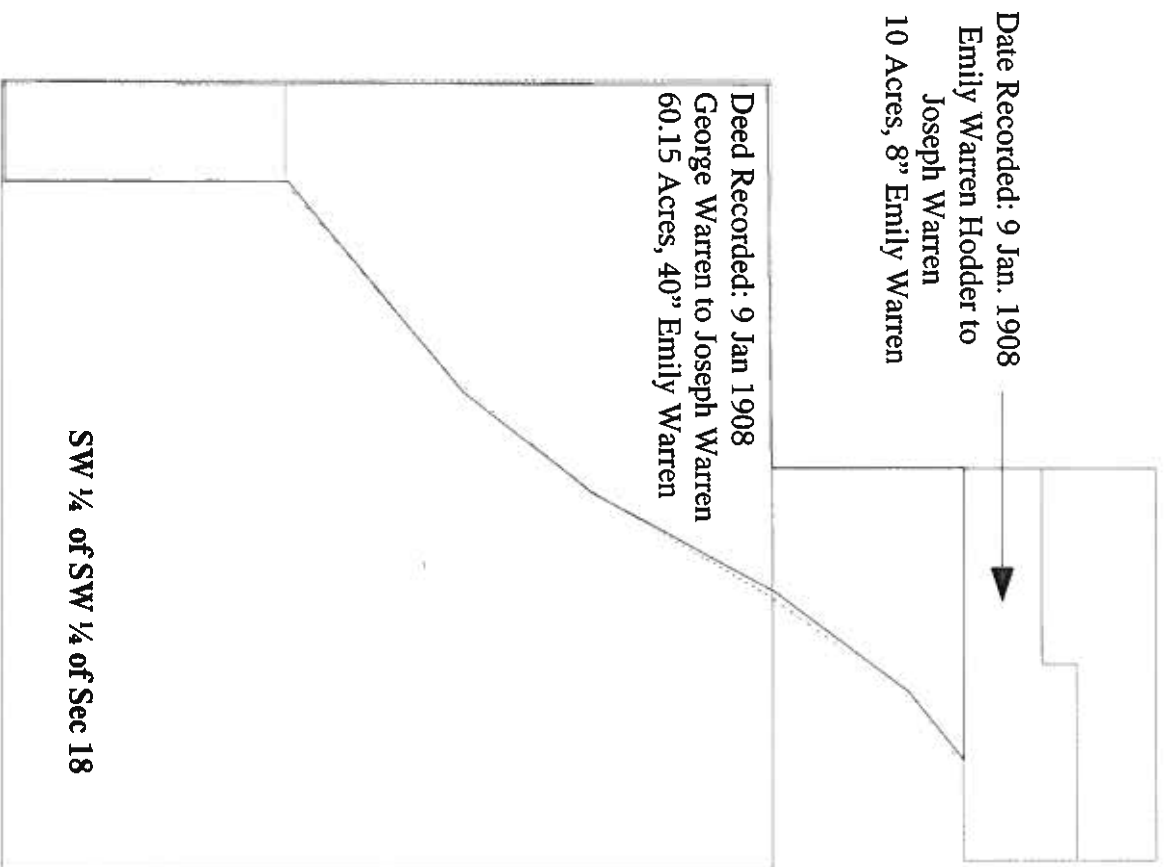
Note: The
available water
right to be deeded
was: **29 inches**
(not 50 inches).

This is the
remainder of
Right No. 27-
00025B
for a total of
69 inches
(See No. 5)

An Analysis of the Emily Warren Decree and property deeds during the period the Joseph and Emily Warren estate is being settled.

Prepared Nov. 14, 2005 by Merlin E Yancey – Updated: Nov. 18, 2005, Final Update Dec. 1, 2005

No.	Date Recorded	Date Prepared	Parties Involved	Acres	Water Rights	Remaining Right(E.W.)	Comments
							water. However considering previously recorded water rights it appears that there was only 29" of the Emily Warren decree remaining when this deed was recorded on 18 Feb. 1911. An additional 8 inches of a previously recorded right appears to be available on a portion of this property. John Cotton acquires an additional 50" of Leon Misslen 30 January 1911. That deed (No. 12) was deed recorded 8 February 1911. The available right is 0.84"/acre.
13	16 July 1912	15 July 1912	Frederick Hodder, Administrator to Abbie S. Osborne	10	... with all water rights		The estate had 9 inches the of Emily Warren decree. See deeds No. 3 & 4 recorded 6 May 1907 & 9 January 1908. (Right No. 27-00025A)
14	5 May 1913	24 Feb 1904	Emily Warren Hodder to Fred S Stevens	29	None		No. 7 and No. 14 appear to be a property transfer for convenience of the parties involved. It appears that Stevens retains that portion 1884 Stevens' right associated with his property (Lot 3).
15	8 December 1915	26 March 1912	Joseph H Warren & wife to George W. Jones	50.68	40 inches of Emily Warren Decree		
16	7 October 1916, at request of Bingham Abstract Co.	5 October 1911	USA to Alice S. Miller	28.5 A. Lot 3 Sec 23 R34E	None		Even though this deed is recorded in Alice S. Miller's name, Joseph & Urda Warren deed this property to Alice's husband, James. (See No.17)
17	1 June 1918, at request of J.N. Miller. Perhaps Alice dies. She is not listed on 1910 census with the family.	31 May 1918	Joseph H. & Urda Warren to James N. Miller	Lot 3 Sec 23 R34E	20 inch represented by deed of date May 14, 1909. (See No. 6 above)		20 inches decided by Emily Warren to her daughter, Alice, was intended for this property. Alice Warren is the wife of James N. Miller. (Right No. 27-12069)



Joseph Warren Properties and Decreed Water Rights
 Scale of Layouts are approximate.

Proceedings of Probate Court

The following statements are from the Proceedings had in the probate court of Bingham County, Idaho in the matter of the estate of Joseph Warren

Joseph Warren death date:

PERMISSION of Emily Warren filed Nov. 1st. 1888; recites that Joseph Warren died Oct. 15th. 1888 in Bingham County, Idaho, of which he was a resident and in which he left real and personal property in-

The Children were identified:

Joseph H. Warren a son aged 18 years; Alice Warren a daughter aged 16 years; and George Warren a son aged 13 years; all

residing in Bingham County; that your petitioner and the three children named are the next of kin and heirs at law of deceased

Division of estate according to the Last Will:

LAST WILL of Joseph Warren gives and bequeathes $\frac{1}{2}$ of all the real and personal estate to his wife Emily Warren and to the children above named $\frac{1}{2}$ of all his real and personal estate. This will with the notes found as set out in the above petition filed Nov. 19th. 1888 and recorded in book "1" of Records of Mills & page 68.

Decreed of final discharge:

DECREE of final discharge recites that it appearing that said estate has been fully administered: It is ordered, adjudged and decreed that said Henry Dunn and his sureties be, and they are hereby released and discharged from all liability to be hereinafter incurred: that the said estate is fully distributed and the same settled and closed. Dated Nov. 18th. 1903. C. H. Evans, Judge. Filed Nov. 18th. 1903.

Revised Sept. 29, 1900

323

Note A.—The Census Year begins June 1, 1870, and ends May 31, 1900.
Note B.—All persons will be included in the Enumeration who were living on the 1st day of June, 1880. No others will. Children born since June 1, 1880, will be OMITTED. Members of Families who have DIED SINCE June 1, 1880, will be INCLUDED.
Note C.—Questions Nos. 25, 26, 27, 28 and 29 are not to be asked in respect to persons under 10 years of age.

Page No. 1
Special's Dist. No. 1
Enumeration Dist. No. 27

SCHEDULE 1.—Inhabitants in Blackfoot Precinct, in the County of Lincoln, Territory, State of Idaho.

enumerated by me on the 1st day of June, 1880.

J. Stoughton

Name	Sex	Age	Color	Married	Single	Widowed	Divorced	Total	Place of Birth	Place of Birth of Mother	Place of Birth of Father
Warren Joseph M. 36	M	36	W						England	England	England
Emily M. 36	F	36	W						England	England	England
Joseph M. 9	M	9	W						Idaho	Idaho	Idaho
Sarah A. 6	F	6	W						Idaho	Idaho	Idaho
George R. 4	M	4	W						Idaho	Idaho	Idaho
Alice S. 26	F	26	W						Idaho	Idaho	Idaho

Joseph Warren Household as listed in the 1880 Census

Joseph Warren — Husband
Emily Warren — Wife
Joseph Warren — Age 9
Sarah A Warren — Age 6
George R Warren — Age 4

Sarah A Warren is listed as Alice Warren Age 16 in the Probate Document and Alice S. Miller in 1900 Census, age 26 mother of 5 children.

Idaho Marriages, 1842-1996 Record
about James M. Miller

Name: James M. Miller
Residence: Blackfoot, Bingham Co., Idaho
Gender: Male
Spouse: Alice S. Warren
Spouse residence: Blackfoot, Bingham Co., Idaho
Spouse gender: Female
Marriage date: Jan 22, 1891

Source: This record can be found in the marriage book at the County Courthouse located in Bingham Co., ID in Volume A-2 on Page 133.

Idaho Death Index, 1911-51 Record
about MILLER, JAMES NOAH

Name: MILLER, JAMES NOAH
Year: 1929
Certificate Number:068211
County of Death: Bingham
City: BLACKFOOT
Date of Death: 11/16/1929
Date of Birth: 03/16/1866

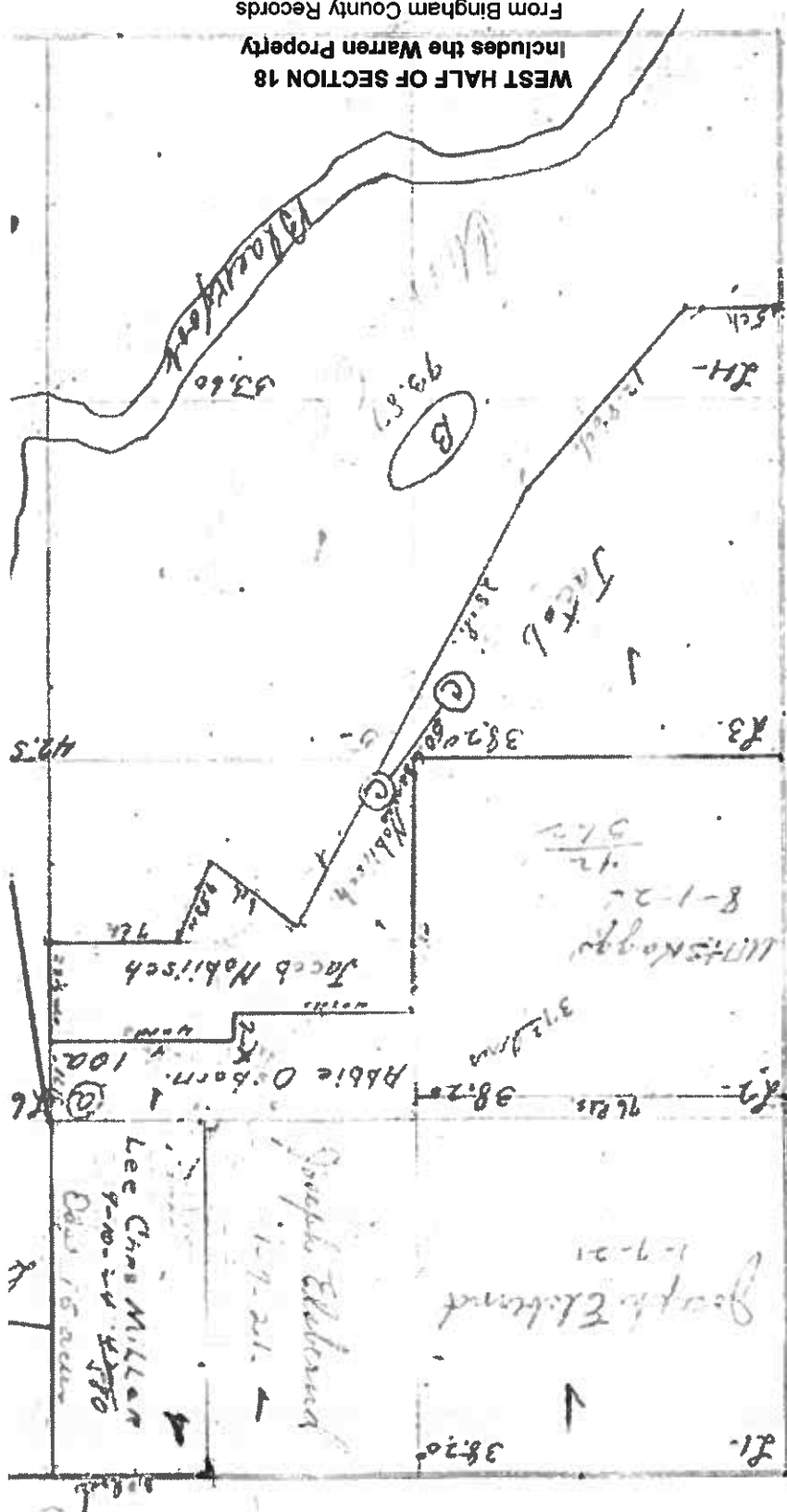
1900 US Census of Weld County, Colo.

Miller, James H. 7-1	Head	10-78	Mar 1866	34	78	14	Idaho	Idaho	Idaho
— Alice J.	Wife	11-2	Mar 1870	36	78	10	Idaho	Idaho	Idaho
— Emily	Daughter	11-7	Mar 1871	9	8		Idaho	Idaho	Idaho
— Lucy	Daughter	11-7	May 1873	7	8		Idaho	Idaho	Idaho
— Ellen	Daughter	11-7	Jul 1875	5	8		Idaho	Idaho	Idaho
— Margaret	Daughter	11-7	Nov 1877	2	8		Idaho	Idaho	Idaho
— Ruth L.	Daughter	11-7	Jan 1879	1	8		Idaho	Idaho	Idaho

1910 Census Bingham County, Idaho 20 May 1910

LOCATION.		NAME.	RELATION.	FEDERAL REGISTRATION.										SOCIETY.		
1	2			3	4	5	6	7	8	9	10	11	12	13		
Place of birth of each person and parents of each person enumerated. If born in the United States, give the state or territory. If of foreign birth, give the country.		Place of birth of each person.	Place of birth of father of each person.	Place of birth of mother of each person.												
688686		Miller, John	Head	M	W	44	1911	24						Idaho	Idaho	Idaho
		— Emily	Daughter	F	W	19	5							Idaho	Idaho	Idaho
		— Mary J.	Daughter	F	W	17	5							Idaho	Idaho	Idaho
		— Frank	Daughter	F	W	12	5							Idaho	Idaho	Idaho
		— Maggie	Daughter	F	W	13	5							Idaho	Idaho	Idaho
		— Sylvia	Daughter	F	W	11	5							Idaho	Idaho	Idaho
		— Elsie	Daughter	F	W	8								Idaho	Idaho	Idaho
		— Fred	Daughter	F	W	5								Idaho	Idaho	Idaho
		— Alonzo	Daughter	F	W	2								Idaho	Idaho	Idaho
		— Frank	Daughter	F	W	30	5							Idaho	Idaho	Idaho
		— Wilma	Daughter	F	W	24	5							Idaho	Idaho	Idaho

1910 Census record above for J.N. Miller does not list his wife, Alice. James was listed as married. Has Alice died? William Miller, a brother, was listed with household. William deeds the property owned by James to a Mollie Miller 13 Dec. 1930. Mollie, age 24 was also listed in the 1910 Census, the daughter of George and Sarah Miller. Note: Other families owning properties in the Riverton area were also listed in this Census.

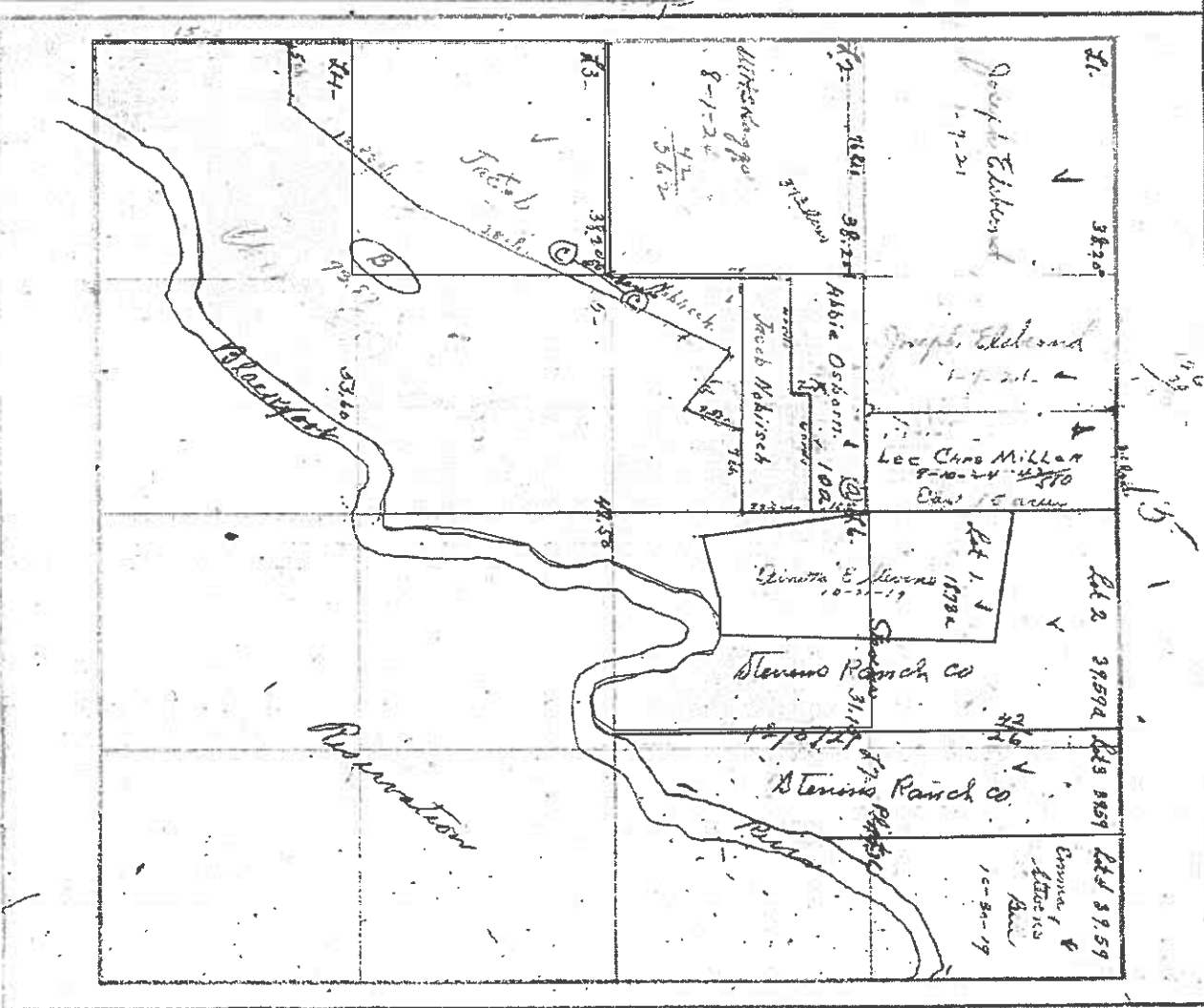
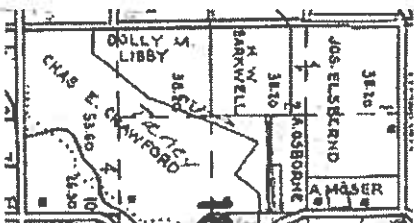


BINGHAM COUNTY, IDAHO.

Box 2 B3 Alvarado Plat
Alvarado Panel Co. 12/6/1921. ^{7/26}

Joseph H Warren to
George R. Warren
131.1 acres
100 inches Emily Warren
Recorded: 18 January 1911

Emily Warren Hodder to
Fred. S. Stevens
29 acres
Recorded: 5 May 1913



Copies of Deeds

Listed in the order recorded.

[illegible]

The Joseph & Emily Warren Property

DEED RECORD, BINGHAM COUNTY

401

Emily Warren Hodder,
Frederick Hodder,
TO

No. 19426

Joseph H. Warren.

This Indenture, made the fourth

day of May, in the year of our Lord one thousand nine hundred and seven,
between Emily Warren Hodder and Frederick Hodder, husband and wife,

of the County of Bingham, and State of Idaho, the part 1st of the first part, and
of Bingham, and State of Idaho, the part 2d of the second part, of the County

Witnesseth, That the said part 1st of the first part, for and in consideration of the sum of

One hundred money of the United States of America, to them in hand paid by the said part 2d of the second part, the receipt whereof is hereby acknowledged, do by these presents grant, sell, bargain and convey and confirm unto the said part 1st of the second part, his heirs and assigns forever, all that certain lot, piece or parcel of land situate, lying and being in the County of Bingham, and State of Idaho, and bounded and described as follows, to-wit:

Commencing at a point forty (40) rods due north from the center of section eighteen (18), in township three (3) south, of range thirty-five (35) east of the Boise Meridian, in Idaho, and running thence due north twenty-three and one half (23½) rods; thence due west at right angles thereto forty (40) rods; thence due south at right angles thereto seven (7) rods; thence due west at right angles thereto forty (40) rods; thence due south at right angles thereto sixteen and one half (16½) rods; thence due east at right angles thereto eighty (80) rods to the place of beginning, containing ten (10) acres. Together with all ditches, ditch rights of way and water rights thereto appertaining and belonging.

Together with all and singular the tenements, hereditaments and appurtenances therunto belonging or in anywise appertaining, and the rents, issues and profits thereof.

To Have and to Hold, all and singular, the said premises, together with the appurtenances and privileges thereto incident, unto the said part 1st of the second part, and to his heirs and assigns forever, and the said part 2d of the first part, and their heirs, and the said premises in a quiet and peaceable possession of the said part 1st of the second part, his heirs and assigns, against the said parties of the first part and their heirs, and against all and every person and persons whatsoever, lawfully claiming or to claim the same shall and will warrant and by these presents forever defend.

In Witness Whereof, the said part 1st of the first part have hereunto set their hands and seal the day and year first above written.

Signed, Sealed, and Delivered in the Presence of

John W. Jones.

Emily Warren Hodder.

Frederick Hodder.

STATE OF IDAHO,

County of Bingham.

I DO HEREBY CERTIFY THAT: On this 4th day of May, in the year of 1907, before me, John W. Jones, a notary public, in and for said County and State, personally appeared Frederick Hodder known to me to be the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that he executed the same.

AND I DO HEREBY CERTIFY THAT: On this 4th day of May, in the year 1907, before me, John W. Jones, a notary public, in and for said County and State, personally appeared Emily Warren Hodder known to me to be the person whose name is subscribed to the within and foregoing instrument, described as a married woman, the wife of the above named Frederick Hodder, and upon an examination separate and apart from, and without the hearing of her said husband, I made her acquainted with the contents of the instrument, and thereupon, without the hearing of her said husband, she acknowledged to me that she executed the same, and that she did not wish to retract such execution.

In Witness Whereof, I have hereunto set my hand and official seal at the City of Blackfoot, Idaho, the day and year first above written.

(SEAL)

John W. Jones,

My commission expires July 10th, 1909.

Notary Public.

Recorded at the request of: John W. Jones, Jan. 9, 1908 at 10:40 a. m.

Recorder's fee, \$

The Joseph & Emily Warren Property

402

DEED RECORD, BINGHAM COUNTY

George Warren,
Anna Warren,
TO
No. 19427

Joseph H. Warren.

This Indenture, made the... third... day of August... is the year of our Lord one thousand nine hundred and... 1909...
between George Warren and Anna Warren, husband and wife,
of the County of Bingham, and State of Idaho, the part... of the first part, and Joseph H. Warren, of the County of Bingham, and State of Idaho, the part... of the second part,

Witnesseth, That the said part... of the first part, for and in consideration of the sum of... Two thousand one hundred... DOLLARS, lawful money of the United States of America, to them in hand paid by the said part... of the second part, the receipt whereof is hereby acknowledged, do... by these presents grant, sell, bargain and convey and confirm unto the said part... of the second part, and to his heirs and assigns forever, all that... certain lot, piece or parcel of land situate, lying and being in the County of Bingham, and State of Idaho, and bounded and described as follows, to-wit: Beginning at the southwest corner of section eighteen (18), in township three (3) south, of range thirty-five (35) east of the Boise Meridian, in Idaho; thence east on the south line of said section eighteen (18) a distance of three hundred thirty (33) feet; thence north and parallel to the west line of said section a distance of nine hundred forty-nine (949); thence north forty-nine (49) degrees, and fifteen (15) minutes east a distance of eight hundred eighty-five (885) feet; thence north 39 degrees and 15 minutes east a distance of six hundred (600) feet; thence north 30 degrees and 05 minutes east a distance of six hundred ninety (690) feet; thence north 34 degrees and 35 minutes east a distance of six hundred six (606) feet; thence north 52 degrees and 25 minutes east a distance of three hundred (300) feet; thence west one thousand (1000) feet; thence south six hundred sixty (660) feet; thence west thirteen hundred six (1306) feet; thence south on west line of said section two thousand six hundred forty (2640) feet to the place of beginning, lying and in said section eighteen (18) and containing sixty and 15/100 acres, more or less. Together with all ditches, ditch rights of way and water rights there to appertaining, and belonging and particularly forty (40) inches of the decreed waters of Blackfoot river for said land.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and the rents, issues and profits thereof.

To Have and to Hold, all and singular, the said premises, together with the appurtenances and privileges thereto incident, unto the said part... of the second part, and to his heirs and assigns forever, and the said part... of the first part and their heirs, and the said premises in a quiet and peaceable possession of the said part... of the second part... his heirs and assigns, against the said part... of the first part and their heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same shall and will warrant and by these presents forever defend.

In Witness Whereof, the said part... of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed, and Delivered to the Presence of
John W. Jones.
George Warren, (SEAL)
Anna Warren, (SEAL)

STATE OF IDAHO,
County of Bingham, ss. I DO HEREBY CERTIFY THAT: On this 30th day of November, in the year of 1907, before me, John W. Jones, a notary public, in and for said County and State, personally appeared George Warren and Anna Warren, husband and wife, known to me to be the persons whose names are subscribed to the within and foregoing instrument and acknowledged to me that he executed the same.

AND I DO HEREBY CERTIFY THAT: On this... day of... in the year 190..., before me... known to me to be the person whose name is subscribed to the within and foregoing instrument, described as a married woman, the wife of the above named... and upon an examination separate and apart from, and without the hearing of her said husband, I made her acquainted with the contents of the instrument, and thereupon, without the hearing of her said husband, she acknowledged to me that she executed the same, and that she does not wish to retract such execution.

In Witness Whereof, I have hereunto set my hand and affixed my official seal at Blackfoot, Idaho, the day and year first above written.
John W. Jones, Notary Public.
My commission expires July 10, 1909 190

Recorded at the request of John W. Jones, Jan., 9, 1908 at 10:42 a. m. H. B. Curtis, Recorder.

The Joseph & Emily Warren Property

DEED RECORD, BINGHAM COUNTY

Emily Hodger,
 TO
 Alice S. Miller.

QUITCLAIM DEED
 No. 26631

This Indenture, made the 14th day of May, 1909, in the year of our Lord one thousand nine hundred and nine, between Emily Hodger, formerly Emily Warren, widow of Joseph Warren, deceased, of the county of Bingham, and state of Idaho, the party of the first part, and Alice S. Miller of the county of Bingham, and state of Idaho, the party of the second part.

Witnesseth, That the said party of the first part, for and in consideration of the sum of Two hundred Dollars, lawful money of the United States of America, to her in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do hereby these presents demise, release and forever quitclaim unto the said party of the second part, and to her heirs and assigns forever all the right, title and interest which she has or hereafter may have in and to the County of Bingham and State of Idaho and bounded and particularly described as follows to-wit:

Twenty (20) inches of the decreed water right in Blackfoot river, as evidenced by the decree of the District Court of the Fifth Judicial District of Idaho, in and for Bingham county, Idaho, in the action for the decree of the waters of Blackfoot river, wherein Fred S. Stevens et al were plaintiffs and the Western Idaho Water Company, a corporation et al were defendants, being twenty inches of the decreed water right of Joseph Warren, in the waters of Blackfoot river, as evidenced by the said decree of record in Bingham County, Idaho.

To Have and to Hold, All and singular the said premises, together with the appurtenances unto the said party of the second part, and to her heirs and assigns forever.

In Witness Whereof, The said party of the first part hereunto set her hand and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of
 John T. Jones.

Emily Hodger. (SEAL)
 (SEAL)
 (SEAL)
 (SEAL)

State of Idaho.)
 County of Bingham.) ss
 I do hereby certify that on this 15th day of May in the year 1909, before me, John T. Jones, a notary public, in and for said county and state, personally appeared Emily Hodger known to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that she executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal at Blackfoot, Idaho, the day and year first above written. My commission expires July 10, 1909.

John T. Jones, Notary Public.

Recorded at request of Alice S. Miller May 22, 1909 at 2:30 p.m. M. B. Duttie,

The Joseph & Emily Warren Property

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DEED RECORD, BINGHAM COUNTY

No. 34311

WARRANTY DEED

BOOK NO. 15.

This Indenture, made the 22nd day of March in the year of our Lord one thousand nine hundred and Four (4) between Fred S. Stevens and Pimetta E. Stevens, his wife, of the County of Bingham and State of Idaho the part 1st of the first part, and George R. Warren of the County of Bingham and State of Idaho the part 2nd of the second part, Witnesseth, That the said part 1st of the first part, for and in consideration of the sum of

One DOLLARS, lawful money of the United States of America, to them in hand paid by the said part 2nd of the second part, the receipt whereof is hereby acknowledged, do hereby these presents grant, sell, bargain and convey and confirm unto the said part 2nd of the second part, and to his heirs and assigns forever, all that certain lot, piece or parcel of land situate, lying and being in the County of Bingham, and State of Idaho, and bounded and described as follows, to-wit:

All of Lot Three (3) in Sec. 18, T. 3 S. R. 35 E. B. M., containing 35.20 acres, more or less, according to the plat of said land on file in the United States Land Office.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging as in any wise appertaining, and the profits, issues and profits thereof.

To Have and to Hold, all and singular, the said premises, together with the appurtenances and privileges therein incident, unto the said part 2nd of the second part, and to his heirs and assigns forever, and the said part 1st of the first part and their heirs, and the said premises in a quiet and peaceable possession of the said part 2nd of the second part, his heirs and assigns, against the said part 1st of the first part and their heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same shall and will warrant and by these presents forever defend.

In Witness Whereof, the said part 1st of the first part has hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of

C. V. Fisher.

Fred S. Stevens. (SEAL)

Pimetta E. Stevens. (SEAL)

(SEAL)

(SEAL)

STATE OF IDAHO,

County of Bingham.

I DO HEREBY CERTIFY THAT: On this 22nd day of March in the year of 1904, before me C. V. Fisher, a Notary Public in and for said County and State, personally appeared Fred S. Stevens

known to me to be the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that he executed the same.

AND I DO HEREBY CERTIFY THAT: On this 22nd day of March in the year 1904, before me C. V. Fisher, a Notary Public in and for said County and State, personally appeared Pimetta E. Stevens,

known to me to be the person whose name is subscribed to the within and foregoing instrument, described as a married woman, the wife of the above named Fred S. Stevens

and upon our separation separate and apart from, and without the hearing of her said husband, I made her acquainted with the contents of the instrument, and thereupon, without the hearing of her said husband, she acknowledged to me that she executed the same, and that she does not wish to retract such execution.

In Witness Whereof, I have hereunto set my hand and affixed my official seal at Blackfoot, Idaho,

the day and year first above written.

(SEAL)

C. V. Fisher.

My commission expires Apr 23, 1906 19

Recorded at the request of George R. Warren August 31, 1910, at 9:00 A. M. F. W. Jordan,

Notary Public.

Witness's fees \$

The Joseph & Emily Warren Property

15/372

DEED

This Indenture, made the 20th day of April in the year of our Lord one thousand nine hundred and four (4) between Joseph H. Warren and Alice Warren Miller the part of the first part, and George R. Warren the part of the second part.

Witnesseth, That the said part of the first part, for and in consideration of the sum of One DOLLARS, lawful money of the United States of America, to them in hand paid by the said part of the second part, the receipt whereof is hereby acknowledged, do hereby presents demise, release and forever quit-claim unto the said part of the second part, and to his heirs and assigns all that certain lot, piece or parcel of land situated in the County of Bingham, and State of Idaho, and bounded and particularly described as follows, to-wit: Lots Nos 4 and 5 and the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Sec 18, T 3 South range No 35 East being in all 131.10 Acres, more or less and also to (100) one hundred inches of the waters of Blackfoot River as decreed to Emily Warren by the District Court of Bingham County, Idaho.

Together with all and singular the tenements, hereditaments and appurtenances therunto belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

To Have and to Hold, All and singular, the said premises, together with the appurtenances unto the said part of the second part, and to his heirs and assigns forever.

In Witness Whereof, The said part of the first part has hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of

R. M. McCracken

Joseph H. Warren (SEAL)

Alice Warren Miller (SEAL)

(SEAL)

(SEAL)

State of Idaho ss
County of Bingham

I Do hereby certify that on this 20th day of April in the year of 1904 before me R. M. McCracken a Notary Public in and for said County and State, personally appeared Joseph H. Warren and Alice Warren Miller known to me to be the person whose names are subscribed to the within and foregoing instrument and acknowledged to me that they executed the same.

IN Witness whereof, I have herunto set my hand and affixed my official seal at Blackfoot, Idaho the day and year first above written.

My commission expires Feb'y 20, 1908



Seal R. M. McCracken, Notary Public

Recorded at request of Idaho Irrig Lands Co. Jan. 10, 1911 at 1:50 P M P. W. Jordan Recorder.
Recorder's fee, \$ By Deputy Recorder.

The Joseph & Emily Warren Property

389

DEED RECORD, BINGHAM COUNTY

No. 3524

QUITCLAIM DEED

BOOK NO. 15

This Indenture, made the 20th day of April in the year of our Lord one thousand nine hundred and Four (4) between Joseph H. Warren and Alice Warren Miller the part 1st of the first part, and George R. Warren the part 2nd of the second part

Witnesseth, That the said part 1st of the first part, for and in consideration of the sum of One DOLLARS, lawful money of the United States of America, to them in hand paid by the said part 2nd of the second part, the receipt whereof is hereby acknowledged, do by these presents demise, release and forever quitclaim unto the said part 2nd of the second part and to his heirs and assigns all that certain lot, piece or parcel of land situated in the County of Bingham, and State of Idaho, and bounded and particularly described as follows, to-wit:

Lots Nos. 4 and 5 and the SW 1/4 of the NW 1/4 of Sec. 18, T. 3 South, Range No. 35 East, being in all 131.10 acres, more or less, and also to (100) One Hundred inches of the waters of Blackfoot River as decreed to Emily Warren by the District Court of Bingham County, Idaho.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining, and the accretions and reversion, remainder and reversions, rents, issues and profits thereof.

To Have and to Hold, All and singular, the said premises, together with the appurtenances unto the said part 2nd of the second part, and to his heirs and assigns forever.

In Witness Whereof, The said part 1st of the first part has hereunto set their hand and seal this day and year first above written.

Signed, Sealed and Delivered in the Presence of

R. M. McCracken.

Joseph H. Warren. (SEAL)

Alice Warren Miller. (SEAL)

(SEAL)

(SEAL)

State of Idaho,)
County of Bingham.)

I do hereby certify that. On this 20th day of April, in the year of 1904, before me, R. M. McCracken, a Notary Public in and for said county and state, personally appeared Joseph H. Warren known to me to be the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that he executed the same.

And I do hereby certify that: On this 20th day of April in the year of 1904, before me, R. M. McCracken, a Notary Public in and for said County and State, personally appeared Alice Warren Miller known to me to be the person whose name is subscribed to the within and foregoing instrument, described as a married woman, the wife of James N. Miller and upon an examination separate and apart from and without the hearing of her said husband, I made her acquainted with the contents of the instrument, and thereupon, without the hearing of her said husband, she acknowledged to me that she executed the same and that she does not wish to retract such execution.

In Witness Whereof, I have hereunto set my hand and affixed my official seal at Blackfoot, Idaho, the day and year first above written. My commission expires February 20, 1905.

Seal

R. M. McCracken,
Notary Public.

Recorded at court of Idaho Territorial Land Co., Jan. 18, 1911 at 11:45 A. M. F. W. Jordan,

The Joseph & Emily Warren Property

Book 1/235

THE UNITED STATES OF AMERICA.

No 35654
Certificate No. 24 } To all to Whom these Presents shall Come--GREETING:

WHEREAS, Joseph Warren of Owyhee County, Idaho Territory

has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Oxford, Idaho Territory, whereby it appears that full payment has been made by the said Joseph Warren

according to the provisions of the Act of Congress of the 24th of April, 1820, entitled, "An Act making further provisions for the Sale of the Public Lands," and the acts supplemental thereto, for the South east quarter of the Northwest quarter and the lots numbered four, five and six of section eighteen, in township three south of range thirty five east of Boise Meridian, in Idaho Territory containing one hundred and sixty seven acres and twenty five hundredths of an acre.

Department of the Interior
General Land Office
Washington, Jan. 20, 1911

I hereby certify that the annexed copy of patent is a true and literal exemplification from the record in this office.

In Testimony whereof I have hereunto subscribed my name and caused the seal of this office to be affixed, at the city of Washington, on the day and year above written.

U. W. Sanford, Recorder of the General Land Office

Seal

according to the Official Plat of the Survey of the said Lands returned to the General Land Office by the Surveyor General, which said Tract has been purchased by the said

Joseph Warren

NOW, KNOW YE, That the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, have GIVEN and GRANTED, and by these presents do GIVE and GRANT, unto the said Joseph Warren

and to his heirs, the said Tract above described.

TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities and appurtenances of whatsoever nature thereunto belonging, unto the said

Joseph Warren

and to his heirs

and assigns forever, subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of Courts, and also subject to the right of the proprietor of a vein or lode, to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law, and there is reserved from the lands hereby granted a right of way thereon for ditches or canals constructed by the authority of the United States.

IN TESTIMONY WHEREOF, I, Chester A. Arthur President of the United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

Given under my hand, at the City of Washington, the 10th day of May, in the year of our Lord one thousand eight hundred and eighty two, and of the Independence of the United States the one hundred and sixth

BY THE PRESIDENT: Chester A. Arthur

By W. H. Crook Secretary.

Recorded Vol. Page S. W. Clark Recorder of the General Land Office.

Filed for Record at 11:40 A.M. M. February 7, 1911 A.D. 19 and recorded at the request of John W. Jones P. W. Jordan

By James D. Parcel Deputy, Recorder

The Joseph & Emily Warren Property

Em. 19 429

WARRANT DEED

Form 100-1 (Revised 1910)

This Indenture, Made the 30 day of July in the year of our Lord one thousand nine hundred and eleven, between E. M. Kennedy and Isabella Kennedy husband and wife of the County of Bingham and State of Idaho, the part 1st of the first part, and John Cotton of the County of Bingham and State of Idaho the part 2d of the second part, **WITNESSETH**: That the said parties of the first part, for and in consideration of the sum of Five hundred DOLLARS, lawful money of the United States of America, to them in hand paid by the said part 2d of the second part, the receipt whereof is hereby acknowledged, do by these presents grant, sell, bargain and convey and confirm unto the said part 2d of the second part, and to his heirs and assigns forever, all that undivided piece unimproved substant situate, lying and being in the County of Bingham and State of Idaho, and bounded and described as follows, to-wit: fifty inches of water in the Blackfoot River, said water being heretofore decreed to and Leon Mission as appears in the Blackfoot River Decree, being 50 inches of the 1885 decree to Leon Mission and decreed to E. M. Kennedy on March 13, 1906.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and the rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances and privileges thereto incident, unto the said part 2d of the second part, and to his heirs and assigns forever, and the said part 1st of the first part tho heirs, and the said premises in a quiet and peaceable possession of the said part 2d of the second part, his heirs and assigns, against the said part 1st of the first part tho heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF, the said part 1st of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and delivered in the presence of

P. W. Powers

E. M. Kennedy

Isabella Kennedy

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF IDAHO,

County of Bingham

do hereby certify that John Cotton Notary Public in and for said County and State personally appeared E. M. Kennedy and Isabella Kennedy husband and wife

30th day of July in the year of 1911

Notary Public

E. M. Kennedy and Isabella Kennedy husband and wife

Known to me to be the person whose name are subscribed to the within and foregoing instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

(Seal)

P. W. Powers

Notary Public

My commission expires 10

Recorded at the register of Idaho Irrig. Lands Co, February 9, 1911 at 5:12 A M

P. W. Jordan

Recorder

Recorder's fees, \$

By

Alvin A. Powell

Deputy Recorder

The Joseph & Emily Warren Property

450

No. 36820

WARRANTY DEED

BOOK NO. 19

This Indenture, Made the 19th *day of* January *in the year of our Lord one thousand nine hundred and eleven*, between *George R. Warren and Anna C. Warren, husband and wife, and Joseph H. Warren and Urda E. Warren husband and wife, of the County of Bingham and State of Idaho*, the part 1st of the first part, and *John Cotton* of the County of Bingham and State of Idaho the part 2d of the second part.

WITNESSETH: That the said part 1st of the first part, for and in consideration of the sum of Eight thousand, four hundred *DOLLARS,* lawful money of the United States of America, to *them* had paid by the said part 2d of the second part, the receipt whereof is hereby acknowledged, do hereby presents grant, sell, bargain and convey and confirm unto the said part 1st of the second part, and to *his* heirs and assigns forever, all the certain lot piece or parcel of land situate, lying and being in the County of Bingham and State of Idaho, and bounded and described as follows, to-wit: Commencing at the Southwest corner of section eighteen (18), township three (3) south, of range thirty five (35) East of the Boise Meridian, in Idaho, and running thence north fifteen (15) chains; thence east five (5) chains; thence north forty two (42) degrees, east, twelve and 86/100 (12.86) chains, thence north twenty six (26) degrees east, twenty eight (28) chains, thence south fifty two (52) degrees east six (6) chains; thence north fifty two and one fourth (52 1/4) degrees east, four and 54/100 (4.54) chains; thence east seven and 3/10 (7.3) chains to the west bank of Blackfoot River; thence meandering said Blackfoot River as follows; South thirty seven (37) degrees east five and 72/100 (5.72) chains; thence south thirty four and one half (34 1/2) degrees west six and 66/100 (6.66) chains; thence south fifty five and one half (55 1/2) degrees west five and one tenth (5.1) chains; thence south twenty four and one fourth (24 1/4) degrees west four and 34/100 (4.34) chains thence south fifteen and three fourth (15 3/4) degrees east five and 54/100 (5.54) chains; thence south sixty one and one fourth (61 1/4) degrees west six and one tenth (6.1) chains; thence south nineteen and three fourths (19 3/4) degrees west four and 54/100 (4.54) chains; thence south thirty four and one half (34 1/2) degrees west five and 19/100 (5.19) chains; thence west five and 93/100 (5.93) chains; thence south fifty eight (58) degrees west eleven (11) chains; thence south twenty two and three-fourth (22 3/4) degrees west two and 46/100 (2.46) chains. thence south three and 3/100 (3.05) degrees east seven and nine tenths (7.9) chains, thence west eleven and 91/100 (11.91) chains to the place of beginning, containing ninety three and 87/100 (93.87) acres. Together with all ditches, ditch rights of way and water rights thereto appertaining and belonging, and particularly Fifty (50) inches of water in the Blackfoot River, as decreed to Emily Warren in the case of Fred S. Stevens, et al Vs the Eastern Idaho Water Co. the judgment therein being recorded in Book 1 of Judgments pages 107- 116, records of Bingham Co. Idaho

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining, and the rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances and privileges thereto incident, unto the said part 2d of the second part, and to *his* heirs and assigns forever, and the said part 1st of the first part and *theirs*, and the said premises in a quiet and peaceable possession of the said part 2d of the second part, *his* heirs and assigns, against the said part 1st of the first part and *their* heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF, the said part 1st of the first part in and hereunto set *their* hands and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of

John W. Jones

George R. Warren

(SEAL)

Anna C. Warren

(SEAL)

Joseph H. Warren

(SEAL)

Urda E. Warren

(SEAL)

STATE OF IDAHO,

County of Bingham } ss.

I DO HEREBY CERTIFY THAT, On this 19th day of January in the year of 1911 before me, John W. Jones, a Notary Public

in and for said County and State personally appeared

George R. Warren and Anna C. Warren husband and wife, and Joseph H. Warren and Urda E. Warren, husband and wife

known to me to be the persons whose names are subscribed to the within and foregoing instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Blackfoot, Idaho the day and year first above written.

(Seal)

John W. Jones

Notary Public

My commission expires July 17, 1913

Recorded at the request of Idaho Irrig Land Co February 18, 1911 at 4:55 P M

The Joseph & Emily Warren Property

No3919

Frederick Hodder to Abbie S Osborne
Administrator deed

This indenture made this fifteenth day of July in the year of our Lord one thousand nine hundred and twelve, between Frederick Hodder the duly appointed, qualified and acting administrator of the estate of Emily Warren Hodder, deceased, the party of the first part, and Abbie S. Osborne, of the County of Bingham State of Idaho, the party of the second part.

Witnesseth, that whereas, on the 27th day of May, 1912, the Judge of the Probate Court of the County of Bingham, State of Idaho made an order of sale authorizing the said party of the first part to sell certain real estate belonging to said estate, and which is situated in said Bingham County State of Idaho and specified and particularly described in said order of sale reference to which is hereby made,

And whereas, under and by virtue of said order of sale said party of the first part, on the 22nd day of June, 1912, at two o'clock P M. of said day sold said real estate, subject to confirmation by said Probate Court, to one Fred S Stevens, for the sum of Thirteen hundred Dollars

And whereas a return of said sale was had and came on for hearing and confirmation before said Probate Court on July 15, 1912, and in open Court, during said hearing one John Dean did bid and in writing offer the sum of fourteen hundred thirty dollars for said property, and thereupon and while said return of said real estate was on for hearing on Abbie S Osborne party of the second part, in open Court, did bid and in writing offer the sum of fourteen hundred fifty Dollars therefor, the same being the highest and best bid, and no other persons bidding or being willing to pay any further or greater sum the said bid of the said party of the second part was accepted and the sale of said premises to be ordered approved and confirmed.

And where, said Court did on the said 15th day of July 1912 make an order confirming the sale of said real estate to said bidder in open Court, and directing conveyances to be executed to her, the said party of the second part, a certified copy of which order of confirmation was recorded in the office of the County Recorder of Bingham County in said State, on the 16th day of July 1912, in Book C of Miscellaneous Records at page 330 and which said order of confirmation now on file and of record in said Probate Court, and which said record thereof in the Recorder's office are hereby referred to,

Now therefore the said Frederick Hodder, administrator of the estate of Emily Warren Hodder, deceased, the party of the first part, pursuant to the order last aforesaid, of the said Probate Court, for and in consideration of the sum of fourteen hundred fifty Dollars, lawful money of the United States, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the said party of the second part, her heirs and assigns forever, all the right, title interest and estate of the said Emily Warren Hodder, deceased, at the time of her death, and also all the right title and interest

that the said estate, by operation of law or otherwise, may have acquired other than or in addition to that of the said intestate, at the time of her death, in and to all that certain real property situated in the said County of Bingham State of Idaho and particularly described as follows, to-wit;

Beginning at the Northeast corner of the Southeast quarter of the northwest quarter of Section eighteen (18) in township three (3) South of range thirty five (35) East of the Boise Meridian, in Idaho thence running due west eighty (80) rods, thence due south twenty three and one half (23½) rods thence due east forty (40) rods, thence due north seven (7) rods, thence due east forty (40) rods, thence due north sixteen and one half (16½) rods to the place of beginning containing approximately ten acres; together with the tenements thereon and all water rights therefor.

To have and hold all and singular the above mentioned and described premises together with the appurtenances unto the said party of the second part, her heirs and assigns forever.

IN Witness whereof the said party of the first part, administrator as aforesaid has hereunto set his hand and seal the day and year first above written.

Frederick Hodder (seal)
Administrator of said Estate.

State of Idaho

SS

County of Bingham

I Do hereby certify that, on this 15th day of July in the year of 1912, before me John W Jones, a notary public in and for said County and State, personally appeared Frederick Hodder, known to me to be the person whose name is subscribed to the within and foregoing instrument as the administrator of the estate of Emily Warren Hodder, deceased and acknowledged to me that he as such administrator executed the same.

IN Witness whereof I have hereunto set my hand and notarial seal at Blackfoot, Idaho the day and year in this certificate first above written.

John W Jones, Notary Public

My commission expires July 17, 1913

Seal

Recorded at the request of

John W Jones July 16, 1912

11.05

J T Carruth Recorder
By *J. T. Carruth* Deputy

The Joseph & Emily Warren Property

390

WARRANT

BOOK No. 24

20 5474

February 24, 1904

This Indenture, made the 24th day of February, 1904, between

William A. Henderson and Yusef (A), known as the first party, of the County of Bingham, State of Idaho, and

Edith Warren Hodder, known as the second party, of the County of Bingham, State of Idaho, do hereby certify that the said first party, by their attorneys, great and lawful heirs and assigns, do hereby convey unto the said second party, and to his heirs and assigns forever, all that certain

One

tract of land, situate in the North East Quarter of the South East Quarter of the North West Quarter of Sec. 15 T. 3 South Range 55 E. N. W. and running in an easterly direction

North West Quarter of Sec. 15 T. 3 South Range 55 E. N. W. and running in an easterly direction

Seventy-seven (77) rods; thence in a southerly direction to the Blackfoot River; thence in

a Southwesterly direction along the North Bank of the Blackfoot River to what is known as "Ferryman's"; thence in a Northwesterly direction thirty-seven (37) rods to the place of

beginning, containing Twenty-nine (29) acres, more or less

Together with all and singular the tenements, hereditaments and appurtenances thereto in anywise appertaining, and the rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances and privileges thereto incident, unto the said first party, of the second part, and to his heirs and assigns forever, and the said part y of the first part and her heirs and assigns in a quiet and peaceable possession of the said part y of the second part, his heirs and assigns, against the said part y of the first part and her heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same, shall and well warrant and by these presents forever defend.

IN WITNESS WHEREOF, the said part y of the first part do hereby acknowledge and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of

R. M. McCracken

Edith Warren Hodder (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF IDAHO,

County of Bingham

I, R. M. McCracken, do hereby certify that, on this 24th day of February, 1904, before me, R. M. McCracken, Notary Public, in and for said County and State, personally appeared

Edith Warren Hodder

known to me to be the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Blackfoot, Idaho, this 24th day of February, 1904.

My commission expires Feb. 20, 1908

R. M. McCracken, Notary Public.

Recorded at the request of F. B. Stevens May 5, 1913, at 2:05 P.M.

Recorder's Seal

R. T. Corrauth, Recorder

Deputy Recorder

The Joseph & Emily Warren Property

186

No. 17420

WARRANTY DEED.

This Indenture, Made the 26th day of March in the year of our Lord one Thousand Nine Hundred and twelve, between Joseph H. Warren and Ueda E. Warren, his wife of the County of Bingham and State of Idaho the part 1st of the first part, and George E. James of the County of Blaine and State of Idaho the part 2nd of the second part, WITNESSETH, That the said part 1st of the first part, for and in consideration of the sum of Five Thousand and No/100 lawful money of the United States of America, to them in hand paid by the said part 2nd of the second part, the receipt whereof is hereby acknowledged, do by these presents grant, sell, bargain and convey and confirm unto the said part 2nd of the second part, and to his heirs and assigns forever, all the certain lot, place, or parcel of land situate, lying and being in the County of Bingham and State of Idaho, and bounded and described as follows, to-wit: Commencing at a point Forty (40) rods due north from the center of Section 24, Town 23S, Range 35E, in Township Three (3) South of Range Thirty-five (35) E. N. W. in Idaho, and running thence north twenty-three and a half (23 1/2) rods; thence due West at right angles thereto Forty (40) rods; thence due South at right angles thereto Seventy (70) rods; thence due South Sixty (60) rods; thence due East Eighty (80) rods to beginning, containing Ten (10) acres. Also commencing at a point Fifteen (15) chains North of the Southwest corner of said Section Eighteen (18), thence East Five (5) chains, thence North Forty-two (42) degrees East Twenty-eight (28) chains, thence South Fifty-two degrees (52) East Six (6) chains, thence North Fifty-two degrees (52) East Twenty-eight (28) chains, thence South Fifty-two degrees (52) East Six (6) chains, thence North 0.51 chains, thence West Seventeen and twenty-five hundredths (17.25) chains, thence South Ten (10) chains, thence West 19.34 chains, thence South Twenty-five (25) chains to place of beginning containing forty and sixty-eight hundredths (40.68) acres. Together with all ditches, ditch rights of way, and all water rights thereto belonging or in anywise pertaining, particularly Forty (40) inches of decreed water from the Blackfoot River, said water being a portion of the original decree of Emily Warren.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and the rents, issues and profits thereof

TO HAVE AND TO HOLD, All and singular, the said premises, together with the appurtenances and privileges thereto incident, unto the said part 2nd of the second part, and to his heirs and assigns forever, and the said part 1st of the first part, and their heirs, and the said premises in a quiet and peaceable possession of the said part 2nd of the second part, his heirs and assigns, against the said part 1st of the first part and their heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same, shall and will warrant and by them presents forever defend

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals, the day and year first above written

Signed, Sealed and Delivered in the Presence of

P. W. Powers

Joseph H. Warren

Ueda E. Warren

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF IDAHO, County of Bingham

I DO HEREBY CERTIFY, That on this 26th day of March in the year of 1912, before me

P. W. Powers

Notary Public

Joseph H. Warren and Ueda E. Warren, his wife

In and for said County and State, personally appeared

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Blackfoot, Idaho the day and year first above written.

My commission expires Jan. 2nd, 1915.

P. W. Powers,

Notary Public.

Recorded at the request of J. G. Brown, Dec. 18, 1915, at 2:15 P. M.

Recorder's Fee, \$

H. H. Holbrook,

Recorder.

by H. H. Holbrook, Deputy Recorder.

No. 21127.

THE UNITED STATES OF AMERICA

Blackfoot 04765.

To All to Whom These Presents Shall Come—GREETING:

WHEREAS, A certificate of the Register of the Land Office at Blackfoot, Idaho, has been deposited in the General Land Office whereby it appears that, pursuant to the Act of Congress of May 20, 1882, "To Secure Homesteads to Actual Settlers on the Public Domain," and the acts supplemental thereto, the claim of

Alice S. Miller

has been established and duly consummated, in conformity to law, for the

Lot three of section Twenty-three in Township three south of Range thirty-four east of the Boise Meridian, Idaho, containing twenty-eight and fifty-hundredths acres,

according to the Official Plat of the Survey of the said Land, returned to the General Land Office by the Surveyor General. That the United States of America in consideration of the premises and in conformity with the several Acts of Congress in such case made and provided, Has Given and Granted unto the said claimant and to the heirs of the said claimant these presents does Give and Grant unto the said claimant and to the heirs of the said claimant TO HAVE AND TO HOLD THE SAID TRACT OF LAND unto the said claimant and to the heirs of the said claimant, together with all the rights, privileges, immunities and appurtenances, of whatsoever nature thereunto belonging, unto the said claimant and to the heirs and assigns of the said claimant, forever, subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of Courts, and there is reserved from the lands hereby granted a right of way thereon for ditches or canals constructed by the authority of the United States.

IN TESTIMONY WHEREOF, I,

William H. Taft,

President of the United States

of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

Given under my hand, at the City of Washington, the Fifth day of October in the year of our Lord one thousand nine hundred and eleventh and of the Independence of the United States the one hundred and Thirty-sixth.

BY THE PRESIDENT: Wm. H. Taft,

By H. P. Le Roy Secretary.

Recorded Patent Number 226619

E.W. Sanford, Recorder of the General Land Office.

Recorded at the request of Bingham Abstract Co. Ltd. Oct. 7th,

A. D. 1916, at 2:45 o'clock P. M.

F. M. Fisher,

Recorder

WARRANTY DEED

No. 2065

Book No. 52.

This Indenture, Made the 21st day of May in the year of our Lord one thousand nine hundred and eighteen, between Joseph H. Warren and Ueda Warren husband and wife of the County of Bingham and State of Idaho, the part 100 of the first part, and James P. Miller of the County of Bingham and State of Idaho, the part 7 of the second part.

WITNESSETH, That the said part 100 of the first part, for and in consideration of the sum of Two thousand DOLLARS, lawful money of the United States of America, to them in hand paid by the said part 7 of the second part, the receipt whereof is hereby acknowledged

do by these presents grant, sell, bargain and convey and confirm unto the said part 7 of the second part, and to his heirs and assigns forever, all the certain lot, piece or parcel of land situate, lying and being in the County of Bingham and State of Idaho, and bounded and described as follows, to-wit:

The Lot Three (3) of Section Twenty-three (23) in Township Three (3) South of Range Thirty-four (34) east of the Boise Meridian, in Idaho together with all ditches, ditch rights of way and water rights thereto appertaining and belonging, and particularly twenty (20) inches of decreed water in the Blackfoot, River, as represented by a certain deed of date May 14, 1908, and recorded in Book 26 of deeds, at page 526, Records of Bingham County, Idaho

(50.00 L.R.S. attached and cancelled)

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues and profits thereof

TO HAVE AND TO HOLD, All and singular, the said premises, together with the appurtenances and privileges thereto incident, unto the said part 7 of the second part, and to his heirs and assigns forever, and the said part 100 of the first part, and his heirs, and the said premises in a quiet and peaceable possession of the said part 7 of the second part, his heirs and assigns, against the said part 100 of the first part and their heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend

IN WITNESS WHEREOF, The said part 100 of the first part have hereunto set their hands and seals, the day and year first above written.

Signed, Sealed and Delivered in the Presence of

John W. Jones

Joseph H. Warren (SEAL.)

Ueda H. Warren (SEAL.)

(SEAL.)

(SEAL.)

STATE OF IDAHO,
County of Bingham ss.
I DO HEREBY CERTIFY, That on this 21st day of May in the year of 1918, before me,
John W. Jones
Notary Public
in and for said County and State, personally appeared

Joseph H. Warren and Ueda Warren husband and wife known to me to be the persons whose names are subscribed to the within and foregoing instrument, and acknowledged to me that they executed the same.

In WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Blackfoot, Idaho the day and year first above written.

My commission expires
July 10, 1921 (SEAL)

John W. Jones Notary Public.
for the state of Idaho residing at Blackfoot, Idaho

Recorded at the request of J. H. Miller June 1 1918 at 1:15 P. M.

The Joseph & Emily Warren Property

**Various Other Deeds
Associated with the
Warren Property**

Random Listing

The Joseph & Emily Warren Property

DEED RECORD, BINGHAM COUNTY

No. 3545

WARRANTY DEED

THIS INDENTURE, Made this 16th day of February, in the year of our Lord one thousand nine hundred and forty-eight, between ROBERT CRAWFORD and MARY CRAWFORD, husband and wife, of the County of Bingham, State of Idaho, the part 1st of the first part, and JOHN TANEY, of the County of Bingham, State of Idaho, the part 2nd of the second part:

WITNESSETH That the said parties of the first part, for and in consideration of the sum of EIGHTEEN THOUSAND FIVE HUNDRED and no/100 (\$18,500.00) DOLLARS, lawful money of the United States of America, to them in hand paid by the said part 2nd of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm, unto the said part 1st of the second part, and to his heirs and assigns, forever, all the following described real estate, situated in Bingham County, State of Idaho, to-wit:

§20.35 I.R.S. Attached and concealed.

Commencing at the Southwest corner of Section 18, Township 3 South, Range 30 E. B.M. and running thence North 15 chains; thence East 5 chains; thence North 42° East 12.86 chains; thence North 66° East 29 chains; thence south 52° East 6 chains; thence North 52° 15' East 4.54 chains; thence East 7.3 chains to the West bank of the Blackfoot River; thence bounding said Blackfoot River as follows; South 37° East 5.72 chains; thence South 34° 00' West 6.16 chains; thence South 55° 30' West 5.1 chains; thence South 24° 15' West 4.34 chains; thence South 15° 45' East 5.54 chains; thence South 61° 15' West 6.1 chains; thence South 19° 45' West 4.64 chains; thence South 34° 30' West 5.12 chains; thence West 5.93 chains; thence South 56° West 11 chains; thence South 22° 45' West 2.46 chains; thence South 3° 05' East 7.9 chains; thence West 11.9 chains to the place of beginning.

Together with all water and ditch rights thereunto belonging or in anywise appertaining and particularly 100 inches of decreed water in the Blackfoot River.

Subject to a mortgage in favor of the Federal Land Bank in the sum of \$5,209.34 now of record against said property. Subject to taxes for the year 1948.

TOGETHER With all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, the REVERSION AND REVERSIONS remainder and remainders, rents, issues and profits thereof, and all estate, right, title and interest in and to the said property, as well in law as in equity, of the said part 2nd of the first part.

TO HAVE AND TO HOLD, All and singular, the above mentioned and described premises, together with the appurtenances, unto the said part 1st of the second part and to his heirs and assigns, forever, and the said part 1st of the first part and their heirs, the said premises in the quiet and peaceable possession of the said part 1st of the second part, their heirs and assigns, and against the said parties of the first part, their heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF, The said part 1st of the first part has hereunto set their hands and seals, the day and year first above written.

Signed, Sealed and Delivered in the Presence of

Robert Crawford (SEAL)
Mary Crawford (SEAL)
(SEAL)
(SEAL)

State of Washington
County of Spokane

On this 21st day of February in the year 1948, before me Violet T. Ash, a Notary Public in and for said State, personally appeared ROBERT CRAWFORD and MARY CRAWFORD, husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

Sent.
My commission expires May 17, 1951

Violet T. Ash
Notary Public for the State of Wash.
Residing at Cheney, Wash.

Recorded at the request of John Taney, March 11, 1948 at 11:30 AM

Recorder's Fee, \$ 1.00

J. F. Hootton

Recorder.

Mary Randall Deputy

The Joseph & Emily Warren Property

268

DEED RECORD, BINGHAM COUNTY

No. 3059

QUIT CLAIM DEED

BOOK No. 25

THIS INDENTURE, made the 26th day of April in the year of our Lord one thousand nine hundred and Twenty between George Warren and Anna Warren, his wife of the County of----and State of Idaho.

the part 1st of the first part, and Joseph H. Warren of the County of---- and the State of Idaho.

the party of the second part.

WITNESSETH, That the said part 1st of the first part, for and in consideration of the sum of

One and no/100 - - - - - (\$1.00) DOLLARS, lawful money

of the United States of America, to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, do by these presents demise, release and forever quitclaim unto the said part 2 of the second part, and to his heirs and assigns, all the certain lot, piece, or parcel

of land situated in the County of Bingham, and State of Idaho, and bounded and particularly described as follows, to-wit:

Beginning at the southwest corner of Section Eighteen (18) in Township Three (3) South of Range Thirty-five (35) East of Boise Meridian, in Idaho; thence East 330 feet; thence North and parallel to West line of said section 18 a distance of 549 feet; thence North 49° 15' East 325 feet; thence North 36° 15' East 600 feet; thence North 30° 05' East 590 feet; thence North 34° 25' East 606 feet; thence North 58° 25' East 338 feet; thence West 1049 feet to East line of Lot 2; thence South along East line of said Lot 2, 560 feet; thence West 1265 feet to West line of Section 18; thence South along section line 2640 feet to place of beginning.

This conveyance is executed to correct the description of that certain deed

executed by George Warren and Anna Warren, his wife; to Joseph H. Warren, dated August 3rd, 1907 and recorded January 5th, 1908 in book "9" of Deeds at page 402 of the records of Bingham County, Idaho.

Together with all and singular the tenements, hereditaments and appurtenances therunto belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, All and singular, the said premises, together with the appurtenances unto the said party of the second part, and to his heirs and assigns forever. IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in the presence of

George Warren (SEAL)

Anna Warren (SEAL)

(SEAL)

(SEAL)

STATE OF CALIFORNIA)
County of Alameda) ss.

On this 3rd day of June, in the year One Thousand Nine Hundred and twenty before me, B. D. M. Greene a Notary Public in and for the County of Alameda, state of California, residing therein, duly commissioned and sworn, personally appeared Anna Warren, wife of George Warren known to me to be the person described in and whose name is subscribed to the within instrument, and she acknowledged to me that she executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, the day and year in this certificate first above written.

General Acknowledgment 411
SEAL

B. D. M. Greene Notary Public in and for said County of Alameda, State of California.

STATE OF CALIFORNIA)
County of Amador) ss.

On this 26th day of April, in the year One Thousand Nine Hundred and Twenty, before me, Minnie Provis, a Notary Public, in and for the County of Amador, personally appeared George Warren, known to me to be the same person whose name is subscribed to the within instrument, and he duly acknowledged to me that he executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in the County of Amador, the day and year in this certificate first above written.

Minnie Provis Notary Public in and for the County of Amador, State of California.

My Commission expires Oct. 10, 1922.

Recorded at request of H. J. Thorstenberg June 9, 1920 at 2:45 P. M.
F. M. Fisher

Recorder.

The Joseph & Emily Warren Property

WARRANTY DEED

THIS INDENTURE, Made the 1st day of January, 1924, between Jacob Rosblisch, single of the County of Whitman and State of Washington and S. E. Lusk, single of the County of Bingham and State of Idaho WITNESSETH, That the said party of the first part, for and in consideration of the sum of Fifteen Thousand, six hundred and no/100----- Dollars, lawful money of the United States of America, to him in hand paid by the said part y of the second part, the receipt whereof is hereby acknowledged, does by these presents grant, sell, bargain and convey and confirm unto the said part y of the second part, and to his heirs and assigns forever, all the certain lot, piece, part or parcel of land situated, lying and being in the County of Bingham and State of Idaho, and bounded and described as follows, to-wit:

Commencing at a point forty (40) rods due North from the center of section Eighteen (18) in Township Three (3) South of Range Thirty-five (35) East of the Boise Meridian, in Idaho; and running thence due North twenty-three and one-half rods; (23 1/2) thence due East sixteen and one-half rods; (16 1/2) thence due South seven rods; (7) thence due East twenty rods; (20) thence due West ten rods; (10) also commencing at a point in the East Eighty (80) rods to the South-East corner of said section 18, thence East 5 chains; thence North 420 East 18.96 East 4.52 chains; thence North 0.61 chains; thence South 520 East 8 chains; thence North 420 East 18.96 East 4.52 chains; thence North 0.61 chains; thence West 17.25 chains; thence North 500 West 19.58 chains; thence South 25 chains; to the place of beginning, containing 40.68 acres; together with ditches and water rights therefor, and particularly 40 inches of decreed water of the Blackfoot River from the original decrees to Emily Warren.

This conveyance is executed subject to a certain mortgage of \$5000.00, which the parties herein assumes and agrees to pay when and as the same shall become due. Said mortgage of \$5000.00 being a part of the above mentioned consideration. Said mortgage is attached and cancelled.

Together with all and singular the tenements, hereditaments and appurtenances thereto in anywise appertaining, and the rents, issues and profits thereof.

TO HAVE AND TO HOLD, All and singular, the said premises, together with the appurtenances and privileges thereto incident, unto the said part y of the second part, and to his heirs and assigns forever, and the said part y of the first part, his heirs, and the said premises in a quiet and peaceable possession of the said part y of the second part, his heirs and assigns, against the said part y of the first part and his heirs, and against all and every person and persons whosoever, lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF, The said part y of the first part has hereunto set his hand and seal, the day and year first above written.

SEEN, READED AND DELIVERED IN THE PRESENCE OF
S. E. Lusk, Jr. (?) }
Jacob Rosblisch }
SEAL }
SEAL }
SEAL }

Washington
STATE OF IDAHO }
County of Whitman }
I DO HEREBY CERTIFY, That on this 12th day of March, 1924, before me, J. C. Busch, a Notary Public in and for the State of Washington, in and for the County of Whitman, the within and foregoing instrument, and acknowledged Jacob Rosblisch, single is subscribed to the within and foregoing instrument, and acknowledged to me to be the person whose name he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Uniontown, in Whitman County, Washington, this 12th day of March, 1924.

Seal of J. C. Busch, Notary Public for the State of Washington, Commission Expires November 30th, 1928.
Recorded at the request of J. A. Stewart September 19th, 1950 at 11:00 A. M.
P. B. Dancy, Deputy Recorder.

The Joseph & Emily Warren Property

WARRANTY DEED

67

No. 14026

Book No. 61

THIS INDENTURE, Made the 7th day of August in the year of our Lord one thousand nine hundred and thirty-seven, between

Elizabeth Mason, a widow
of the County of Bingham and State of Idaho, the party of the first part, and

Dolly Mason Libby
of the County of Bingham and State of Idaho, the party of the second part,

WITNESSETH, That the said party of the first part, for and in consideration of the sum of Forty-six and no/100 DOLLARS, lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged

do by these presents grant, sell, bargain and convey and confirm unto the said party of the second part, and to her heirs and assigns forever, all the certain lot, piece or parcel of land situate, lying and being in the County of Bingham and State of Idaho, and bounded and described as follows, to-wit:

Commencing at a point 40 rods due North from the Center of Section 18 in Township 3 South of Range 35 E.T.M., in Idaho, and running thence due North 73 rods; thence due East 40 rods; thence due South 7 rods; thence due West 40 rods; thence due South 10 rods; thence due East 40 rods to place of beginning containing 10 acres. Also commencing at a point 13 chains North of the Southwest corner of said Section 18, thence due East 5 chains; thence North 42° East 14.86 chains; thence North 26° East 18 chains; thence South 52° East 6 chains; thence North 52° East 4.52 chains; thence North 0.51 chains; thence West 17.25 chains; thence South 10 chains; thence East 19.38 chains; thence South 15 chains to the place of beginning, containing 40.60 acres;

Together with all ditches, ditch rights of way, water and power rights thereto belonging or appertaining, and particularly 40 inches of stream water of the Blackfoot River from the original decree to Emily Warren ~~and her heirs~~

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and the rents, issues and profits thereof. ~~Except~~ This conveyance is given subject to a certain mortgage of \$3500.00 to The Prudential Insurance Company, together with interest thereon, which the party of the second part herein assumes and agrees to pay when and as the same shall become due.

TO HAVE AND TO HOLD, All and singular, the said premises, together with the appurtenances and privileges thereto incident, unto the said party of the second part, and to her heirs and assigns forever, and the said party of the first part, and her heirs, and the said premises in a quiet and peaceable possession of the said party of the second part, her heirs and assigns, against the said party of the first part and her heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same, shall and will warrant by these presents forever defied.

IN WITNESS WHEREOF, The said party of the first part has hereunto set her hand and seal on the day and year first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

Dolly Mason Libby Elizabeth Mason

STATE OF IDAHO, }
COUNTY OF Bingham } ss.

I DO HEREBY CERTIFY, That on this 7th day of August in the year 19 37, before me, Geo. H. Fulk, Clerk of the 6th Judicial District in and for the State of Idaho, personally appeared Elizabeth Mason, known to me to be the person whose name subscribed to the within and foregoing instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Blackfoot the day and year first above written.

My commission expires 1939 Geo. H. Fulk, Clerk of Idaho, 6th Judicial District in and for
Residing at Blackfoot, Idaho

Recorded at the request of Dolly Mason Libby August 24, 1937 at 2:45 P.M.

The Joseph & Emily Warren Property

WARRANTY DEED

No. 2652

Book No. 53

THIS INDENTURE, Made the 29th day of August in the year of our Lord one thousand nine hundred and thirty-one, between D. H. Mason and Abigale Mason, his wife of the County of Bingham and State of Idaho, the part 1st of the first part, and Elizabeth Mason, a widow of the County of Bingham and State of Idaho, the part 2d of the second part,

WITNESSETH, That the said part 1st of the first part, for and in consideration of the sum of One and no/100 DOLLARS, lawful money of the United States of America, to them in hand paid by the said part 2d of the second part, the receipt whereof is hereby acknowledged

do by these presents grant, sell, bargain and convey and confirm unto the said part 2d of the second part, and to her heirs and assigns forever, all the certain lot, piece or parcel of land situate, lying and being in the County of Bingham and State of Idaho, and bounded and described as follows, to-wit:

Commencing at a point 40 rods due North from the Center of Section 18 in township 3 south of range 33 S. E. K., in Idaho, and running thence due North 23 1/2 rods; thence due West 40 rods; thence due South 7 rods; thence due West 40 rods; thence due South 16 1/2 rods; thence due East 80 rods to place of beginning, containing 17 acres; also commencing at a point 15 chains North of the Southwest corner of said Section 18; thence due East 8 chains; thence North 42° East 12.85 chains; thence North 25° East 28 chains; thence South 52° East 6 chains; thence North 52° East 4.58 chains thence North 0.51 chains; thence East 37.25 chains; thence South 10 chains; thence West 19.35 chains; thence South 25 chains to the place of beginning, containing 40.68 acres.

Together with all ditches, ditch rights of way, water and water rights thereto belonging or appertaining, and particularly 40 inches of decreed water of the Blackfoot River from the original decree to Emily Warren.

This conveyance is given subject to a certain mortgage of \$6500.00 to The Prudential Insurance Company, and a second mortgage of \$175.00 to Vermont Loan & Trust Company, together with interest thereon which the party of the second part herein assumes and agrees to pay when and as the same shall become due.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and the rents, issues and profits thereof

TO HAVE AND TO HOLD, All and singular, the said premises, together with the appurtenances and privileges thereto incident, unto the said part 2d of the second part, and to her heirs and assigns forever, and the said part 1st of the first part, and their heirs, and the said premises in a quiet and peaceable possession of the said part 2d of the second part, her heirs and assigns, against the said part 1st of the first part and their heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF, The said part 1st of the first part has hereunto set their hand and seal, the day and year first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF
A. L. Tellerferro } Abigale Mason (SEAL)
D. H. Mason (SEAL)
(SEAL)
(SEAL)

Wyoming
STATE OF IDAHO }
County of Sweetwater }

I DO HEREBY CERTIFY, That on this 29th day of August in the year 1931, before me, A. L. Tellerferro, a Notary Public in and for said County / State, personally appeared D. H. Mason and Abigale Mason, his wife

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Rock Springs, in Sweetwater County, Wyoming, the day and year first above written.

My commission expires Aug. 12, 1933. Notary Public.
A. L. Tellerferro
Recorded at the request of J. A. Stenroos. Sept. 10, 1931 at 10:05 A. M.

The Joseph & Emily Warren Property

DEED RECORD, BINGHAM COUNTY

1273

No. 3197

QUIT CLAIM DEED

BOOK No. 85

THIS INDENTURE, made the 10th day of June in the year of our Lord one thousand nine hundred and Twenty between

D. H. Hanson, a single man
Of the County of Bingham and State of Idaho, the part y of the first part, and

Jacob Robinson, a single man
of the County of Bingham and State of Idaho the part y of the second part.

WITNESSETH, That the said part y of the first part, for and in consideration of the sum of

One and no/100----- (\$1.00) DOLLARS, lawful money

of the United States of America, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do on by these presents demise, release and forever quitclaim unto the said part y of the second part, and to his heirs and assigns, all th certain lot, piece, or parcel

of land situated in the County of Bingham, and State of Idaho, and bounded and particularly described as follows, to-wit:

Commencing at a point 40 rods due north from the center of section eighteen (18) in Township Three (3) South of Range Thirty-five (35) of Boise Meridian, in Idaho, and running thence due north 25 rods, thence thence due east 40 rods, thence due south 7 rods, thence due west 40 rods, thence due south 16 rods, thence due east 80 rods to beginning, containing ten acres. Also commencing at a point 15 chains north of the south-east corner of said Section Eighteen (18) thence east 5 chains, thence north 42° east 12.85 chains, thence north 26° east 23 chains, thence south 52° east 5 chains, thence north 52° east 4.52 chains, thence north 0.81 chains, thence west 17.75 chains, thence south 10 chains, thence west 19.38 thence south 55 chains to the place of beginning, containing 46.60 acres; together with ditches and water rights therefor, and particularly forty inches of deputed water of the Blackfoot River from the original decree to Emily Warren.

NOTE:

This instrument is executed to re-convey all right, title and interest acquired by the first party herein, through and under that certain bond for deed, dated March 17th, 1920 and recorded in Book "B" of Bond for Deeds at page 585 of the records of Bingham County, Idaho.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, All and singular, the said premises, together with the appurtenances unto the said party of the second part, and to his heirs and assigns forever. IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in the presence of

D. H. Hanson

[SEAL]

M. J. Thorstenberg

[SEAL]

[SEAL]

[SEAL]

State of Idaho)
County of Bingham) SS:

On this 11th day of June in the year of 1920, before me M. J. Thorstenberg, a Notary Public in and for said county and state personally appeared D. H. Hanson, a single man known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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

SEAL

M. J. Thorstenberg

My Commission expires Jan. 25th, 1921

Notary Public

Residing at Blackfoot, Idaho

Recorded at request of M. J. Thorstenberg
June 23, 1920 at 6:10 A. M.

E. H. Fisher

Recorder.

The Joseph & Emily Warren Property

274

DEED RECORD, BINGHAM COUNTY

No. 8198

QUIT CLAIM DEED

BOOK No. 25

THIS INDENTURE, made the 14th day of June in the year of our Lord one thousand nine hundred and Twenty between Joseph S. Wright and Terena P. Wright, his wife Of the County of Bingham and State of Idaho, the part 1st of the first part, and Jacob Houbert, a single man Of the County of Bingham and State of Idaho the part y of the second part, WITNESSETH, That the said part 1st of the first part, for and in consideration of the sum of One and no/100-----(\$1.00) DOLLARS, lawful money of the United States of America, to them in hand paid by the said part y of the second part, the receipt whereof is hereby acknowledged, do by these presents demise, release and forever quitclaim unto the said part y of the second part, and to his heirs and assigns, all th certain lot, piece, or parcel of land situated in the County of Bingham, and State of Idaho, and bounded and particularly described as follows, to-wit:

The Southeast quarter (SE $\frac{1}{4}$) of the Northwest quarter (NW $\frac{1}{4}$) of Section Eighteen (18) in Township Three (3) South of Range Thirty-five (35) E. B. M. in Idaho, excepting beginning at the Northeast corner of the said SE $\frac{1}{4}$ of the NW $\frac{1}{4}$, and running thence South 16 $\frac{1}{2}$ rods; thence West 40 rods; thence South 7 rods, thence East 40 rods; thence North 25 $\frac{1}{2}$ rods thence East 60 rods to the place of beginning; and also excepting beginning at a point 40 rods North of the center of said Section 18, thence due West 261 feet; thence South 62 $\frac{1}{2}$ feet; thence South 54 $\frac{1}{2}$ feet to the South line of the said SE $\frac{1}{4}$ of the NW $\frac{1}{4}$; thence due East to the Southeast corner of said SE $\frac{1}{4}$ of NW $\frac{1}{4}$; thence due North 40 rods to the place of beginning.

State of Idaho)
County of Bingham } SS:

I DO HEREBY CERTIFY THAT, On this 23 day of June in the year of 1920, before me, J. H. McDonald, a Notary Public in and for said county and state, personally appeared Terena P. Wright wife of J. S. Wright, known to be the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Blackfoot, Bingham County, Idaho, the day and year first above written.

Seal.

J. H. McDonald, Notary Public

My Commission expires July 8, 1920

Together with all and singular the tenements, hereditaments and appurtenances therunto belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof,

TO HAVE AND TO HOLD. All and singular, the said premises, together with the appurtenances unto the said party of the second part, and to his heirs and assigns forever. IN WITNESS WHEREOF, The said part 1st of the first part has hereunto set their hands and seal on the day and year first above written.

Signed, Sealed and Delivered in the presence of

W. B. McLaren

J. S. Wright

Terena P. Wright

(SEAL)

(SEAL)

(SEAL)

(SEAL)

State of Wash.)
County of Spokane } SS:

On this 21st day of June in the year of 1920, before me W. B. McLaren, a Notary Public in and for said county and state personally appeared J. S. Wright, known to me to be the person whose name subscribed to the within instrument and acknowledged to me that he executed the same.

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

Seal.

W. B. McLaren

My Commission expires 12/7/23

Notary Public

Recorded at request of W. J. Thorstenberg
June 23, 1920, at 9:14 A. M.

F. M. Fisher

Recorder

The Joseph & Emily Warren Property

DEED RECORD, BINGHAM COUNTY QUIT CLAIM DEED

No. 3052

BOOK No. 35

THIS INDENTURE, made the 9th day of June in the year of our Lord one thousand nine hundred and Twenty between George W. Jones and Nancy E. Jones, his wife, of the County of Bingham and State of Idaho, the parties of the first part, and Jacob Hostlioch of the County of Bingham and the State of Idaho, the party of the second part,

WITNESSETH, That the said part 1st of the first part, for and in consideration of the sum of

DOLLARS, lawful money

of the United States of America, to them in hand paid by the said part 2nd of the second part, the receipt whereof is hereby acknowledged, do by these presents demise, release and forever quitclaim unto the said part 1st of the second part, and to his heirs and assigns, all that certain lot, piece, or parcel

of land situated in the County of Bingham, and State of Idaho, and bounded and particularly described as follows, to-wit:

Commencing at a point 40 rods due North from the center of Section Eighteen (18), in Township Three (3), South of Range Thirty-five (35), East of Boise Meridian, in Idaho, and running thence due North (23 1/4) rods; thence due West at right angles thereto (40) rods; thence due South at right angles thereto (7) rods; thence due West at right angles thereto (40) rods; thence due South (16 1/2) rods; thence due East (80) rods to beginning, containing (10) acres. Also commencing at a point 990 feet North of the Southwest corner of said Section (18); thence East (330) feet; thence North 42° East (848.9 feet); thence North 26° East (1040) feet; thence South 52° East (395) feet; thence North 34° 35' East (60) feet; thence North 52° 25' East (330) feet thence West (1059) feet; to East line of Lot (2) of said Section (18); thence due South (660) feet to the Southeast corner of said lot (2); thence West (1266) feet to the West line of Section (18); thence South along West line of said Section (18) 1650 feet, to the place of beginning.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, All and singular, the said premises, together with the appurtenances unto the said part 1st of the second part, and to his heirs and assigns forever. IN WITNESS WHEREOF, The said part 1st of the first part has hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in the presence of

George W. Jones

[SEAL]

Nancy Ellen Jones

[SEAL]

[SEAL]

STATE OF IDAHO)
County of Bingham) ss.

On this 9th day of June in the year of 1920, before me H. J. Thorstenberg a Notary Public in and for said county and state personally appeared George W. Jones and Nancy E. Jones known to me to be the persons whose names they subscribed to; they subscribed to the within instrument and acknowledged to me that they executed the same.

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

H. J. Thorstenberg Notary Public

My Commission Expires January 25 th' 1921.

Residing at Blackfoot, Idaho.

SEAL

Recorded at request of

H. J. Thorstenberg June 9, 1920 at 2:49 P. M.

F. H. Fisher

Recorder.

The Joseph & Emily Warren Property

86

WARRANTY DEED

No. 5479

Book No. 40.

THIS INDENTURE, Made the second day of December in the year of our Lord one thousand nine hundred and nineteen, between George W. Jones and Nancy E. Jones, husband and wife, of the County of Bingham and State of Idaho, the parties of the first part, and Jacob Honblisch, a single man, of the County of Bingham and State of Idaho, the party of the second part,

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of

TWELVE THOUSAND - - - - - DOLLARS,

lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged

do by these presents grant, sell, bargain and convey and confirm unto the said party of the second part, and to his heirs and assigns forever, all the certain lot, piece or parcels of land situate, lying and being in the County of Bingham and State of Idaho, and bounded and described as follows, to-wit:

Commencing at a point 40 rods due north from the center of section 18, in township 3 south of range 35 east, Boise Meridian, in Bingham County, Idaho, and running thence due north 23 rods, thence due west at right angles thereto 40 rods, thence due south at right angles 7 rods, thence due west at right angles thereto 40 rods, thence due south 16 rods, thence due east 80 rods, to beginning, containing ten (10) acres. Also commencing at a point 15 chains north of the southeast corner of said section 18, thence east 5 chains, thence north 42° east 12.96 chains, thence north 25° east 28 chains, thence north 0.51 chains, thence west 17.25 chains, thence south 10 chains, thence west 19.30 chains, thence south 25 chains to place of beginning, containing 40.68 acres; together with all ditches and water rights therefor, and particularly forty (40) inches of decreed water of the Blackfoot River from the original source of Emily Warren.

\$9.00 I.R.S. Attached and unrevoked.

* to pay when and as due, together with the interest thereon.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and the rents, issues and profits thereof

TO HAVE AND TO HOLD, All and singular, the said premises, together with the appurtenances and privileges thereto incident, unto the said party of the second part, and to his heirs and assigns forever, and the said parties of the first part, and their heirs, and the said premises in a quiet and peaceable possession of the said party of the second part, his heirs and assigns, against the said party of the first part and their heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend. This deed is executed and delivered subject to that certain mortgage on said premises for \$2,000, executed to John G. Brown, which the grantee herein assumes and agrees to pay.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand and seal, the day and year first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

John W. Jones

George W. Jones

Nancy E. Jones

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF IDAHO,

County of Bingham

I DO HEREBY CERTIFY, That on this second day of December in the year 1919, before me, John W. Jones

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

George W. Jones and Nancy E. Jones, husband and wife

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Blackfoot, Idaho the day and year first above written.

My commission expires July 16, 1921

John W. Jones Notary Public.

for the State of Idaho, Residing at Blackfoot, Idaho

Recorded at the request of Jacob Honblisch Dec. 2, 1919 at 2:50 P.M.

The Joseph & Emily Warren Property

DEED RECORD, BINGHAM COUNTY QUIT CLAIM DEED

2639

No. 3061

BOOK No. 15

THIS INDENTURE, made the 5th day of June in the year of our Lord one thousand nine hundred and Twenty between Joseph H. Warren and Urda E. Warren, his wife of the County of Bingham and State of Idaho, the part 1st of the first part, and George W. Jones of the County of Bingham and State of Idaho, the part 2nd of the second part.

WITNESSETH, That the said part 1st of the first part, for and in consideration of the sum of One and 20/100 - - - - - (\$1.00) DOLLARS, lawful money of the United States of America, to them in hand paid by the said part 2nd of the second part, the receipt whereof is hereby acknowledged, do hereby present, demise, release and forever quitclaim unto the said part 2nd of the second part, and to his heirs and assigns, all that certain lot, piece, or parcel of land situated in the County of Bingham, and State of Idaho, and bounded and particularly described as follows, to-wit:

Commencing at a point 40 rods due North from the center of Section Eighteen (18) in Township Three (3) South of Range Thirty-five (35) East of Boise Meridian, in Idaho, and running thence due North 136 rods; thence due West at right angles thereto 40 rods, thence due South at right angles thereto 7 rods, thence due East at right angles thereto 40 rods, thence due South 161 rods, thence due East 80 rods to beginning, containing 10 acres. Also commencing at a point 990 feet South of the Southwest corner of said Section 18, thence East 330 feet; thence North 42° East 649.5 feet; thence North 66° East 1648 feet; thence South 12° East 396 feet; thence North 34° 35' East 68 feet; thence North 62° 25' East 388 feet; thence West 1069 feet; to East line of lot 2 of said section 18; thence due South 560 feet to the Southeast corner of said lot 2, thence East 1266 feet to the West line of section 18; thence South along West line of said section 18, 1550 feet to the place of beginning. This conveyance is executed to correct the description in that certain warranty deed from Joseph H. Warren and Urda E. Warren, his wife, to George W. Jones, dated March 26th 1918 and recorded December 18th, 1915, in Book "29" of Deeds at page 186 of the records of Bingham County, Idaho.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof. TO HAVE AND TO HOLD, All and singular, the said premises, together with the appurtenances unto the said part 2nd of the second part, and to his heirs and assigns forever. IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seal the day and year first above written.

Signed, Sealed and Delivered in the presence of
Joseph H. Warren [SEAL]
Urda E. Warren. [SEAL]

STATE OF CALIFORNIA,)
County of Amador,) ss.
On this 6th day of June, in the year One Thousand Nine Hundred and Twenty, before me, Minnie Provis, a Notary Public, in and for the County of Amador, personally appeared Joseph H. Warren and Urda E. Warren, known to me to be the same persons whose names are subscribed to the within instrument, and they duly acknowledged to me that they executed the same. IN WITNESS WHEREOF I have hereunto set my hand and affixed my Official Seal, at my office in the County of Amador, the day and year in this certificate first above written.
SEAL Minnie Provis Notary Public, in and for the County of Amador, State of California. My commission expires Oct. 10, 1922.

Recorded at request of N. J. Thorstenborg June 9, 1920 at 2:47 P. M.
F. H. Fisher Recorder.

QUITCLAIM DEED 129623

For Value Received

Ray E. Scout and Audrey L. Scout, husband and wife

do hereby convey, release, remise and forever quit claim unto

Truman Hill and Violet Hill, husband and wife

the following described premises, to-wit:

Part of the SE¹/₄ of Section 18, Township 3 South, Range 35 East of the Boise Meridian described as:

Beginning at a point on the West line of a County road that is S. 0° 20' E. 1346 feet and N. 89° 40' W 25 feet from the NW corner of said Section 18, and running thence N. 89° 40' W Parallel to the North line of said Section 18, 1291.7 feet; thence S 0° 20' E 319 feet; thence N 89° 45' 30" E 1316.7 feet; thence N. 0° 20' W 203 feet to the Southwesterly line of a County road; thence N 14° 04' W along said line 105.3 feet to the point of beginning.

together with their appearances.

IP4-test

March 18, 1957

STATE OF MICHIGAN COUNTY OF Livingston
 ss. I, the Clerk of said Court, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the files and records of said Court.
 In witness whereof, I have hereunto set my hand and the seal of said Court at Detroit, Michigan, this 14th day of March, 1967.

[illegible]

STATE OF MAINE, COUNTY OF

I hereby certify that this instrument was filed for record
before me this _____ day of _____, 19____
at _____ in the County of _____, State of _____.

17 minutes past 12/1/68
18 day 1)
19 my after, and daily recorded in book
20 forward at page 2

[illegible]

INSTRUMENT NO.

129420

251141

WARRANTY DEED

For Value Received STEVEN A. MILLINGTON and NATALIE MILLINGTON, husband and wife,

the grantors, do hereby grant, bargain, sell and convey unto LAVERLLE STECKLEIN and DEANNA STECKLEIN, husband and wife,

whose current address is, Route 3, Box 82, Blackfoot, Idaho, 83221

the grantees, the following described premises, in Bingham County Idaho, to wit:

A Portion of Lots 3, 4, 5, and a portion of the SE 1/4 of Section 18, T. 3 S. R. 35 E. N.M., Bingham County, Idaho, described as:

Commencing at a point 990 feet due N. of the SW corner of said Section 18, running thence due E. 330 feet; thence N. 42° E. 848.8 feet; thence N. 26° E. to the S. line of a canal; thence Westerly along the S. line of said canal to the E. line of Lot 2 in said Section 18; thence due S. along said S. line to the SE corner of said Lot 2; thence due W. to the W. line of said Section 18; thence S. along said W. line 1650 feet to the place of beginning.

Together with all water, water rights, ditches and ditch rights of way thereunto appertaining, including particularly 7/8 of 1 inches of decreed water of the Blackfoot River and 5 shares of the capital stock of Riverton Ditch Company.

Subject to easements and rights of way, reservations in federal patents and state deeds, building and zoning ordinances and use regulations and restrictions, taxes and assessments for the year 1979 and thereafter.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantee that they are the owner s in fee simple of said premises; that they are free from all incumbrances except as hereinabove set forth

and that they will warrant and defend the same from all lawful claims whatsoever.

Dated:

Steven A. Millington

Natalie Millington

STATE OF IDAHO, COUNTY OF Bingham
On this day of , 1979,
before me, a Notary Public in and for said State, personally
appeared STEVEN A. MILLINGTON and
NATALIE MILLINGTON, husband and
wife,

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

[Signature]
Notary Public
Residing at Blackfoot, Idaho

251141

RECORDED
INDEXED
42-11-67

79 APR 5 1980

FIRST AMERICAN TITLE COMPANY

QUITCLAIM DEED

261367

For Value Received, JOHN TANEY and ALVINA M. TANEY, husband and wife, of Bingham County, Idaho, and PATRICK J. TANEY of Las Vegas, Nevada, Grantors,

do hereby convey, release, remise and forever quit claim unto LAVERELLE STECKLEIN and DEANNA STECKLEIN, husband and wife, of Route 3, Box 157, Blackfoot, Bingham County, Idaho 83221, Grantees

the following described ~~MINIMUM~~ water rights in Blackfoot River:

50 inches of the waters decreed to Emily Warren, with priority of April 1, 1883, and 29 inches of the water decreed to Leon Misslin, with priority of April 1, 1885, all as decreed in the case of Fred S. Stevens, et al, vs. Eastern Idaho Water Company, dated August 1, 1891.

This conveyance is made to clarify the intent of the Grantors, John Taney and Alvina M. Taney, husband and wife, as to the water rights conveyed by that certain warranty deed dated April 7, 1976, and the water rights conveyed by them by warranty deed dated December 28, 1979, all to the Grantees above named.

together with their appurtenances.

Dated December 28, 1979.

Patrick J. Taney

Patrick J. Taney

John Taney

Alvina M. Taney
Alvina M. Taney

STATE OF IDAHO COUNTY OF Bingham
On this 28th day of December, 1979,
before me, a notary public in and for said State, personally appeared JOHN TANEY and ALVINA M. TANEY, husband and wife, and PATRICK J. TANEY,

known to me to be the persons & who are name & are subscribed to the within instrument, and acknowledged to me that they executed the same.

Alvina M. Taney
Notary Public
Blackfoot
My commission expires January 31, 1982.

RECORDING DATA:

STRICKLAND & SUTHER
CLERK OF DISTRICT COURT
COUNTY OF BINGHAM, IDAHO

79 DEC 31 PM 4 45
261367

RECORDED AT THE REQUEST OF

*Alvina Taney and
Patrick J. Taney*