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RECEIVED

JAN 21 2010

**DEPARTMENT OF
WATER RESOURCES**

Attorneys for Dan Farley

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

In Re SRBA

) Subcase No.: 75-10061E, 75-10061G
) 75-10062E, 75-10178
)

Case No. 39576

) NOTICE OF SERVICE
) OF DISCOVERY
)

COMES NOW, DERROLD SLAVIN and MADGE SLAVIN, and WILLIAM G. SLAVIN and Barbara Kay Slavin, by and through their attorney of record, Milton A. Slavin, Esq., of Slavin Law Office, Chtd., and does hereby give notice that on January 19, 2010, he served the following documents, see list attached hereto on the attached certificate of service, to the parties listed herein below.

Dated this 19th day of January 2010.



MILTON A. SLAVIN

Attorney for Derrold and Madge Slavin
William G. and Barbara Kay Slavin

CERTIFICATE OF SERVICE BY MAIL

I hereby certify that a true and correct copy of the foregoing document was on this date served upon the person(s) named below, at the address set out below his/her name, by mailing a true and correct copy of said document in a properly addressed envelope in the United States mail, postage prepaid.

One copy to:

Terrence A. Dolan
Special Master
Snake River Basin Adjudication
253 Third Avenue North
PO Box 2707
Twin Falls, ID 83303-2707

DIRECTOR OF IDWR
PO BOX 83720
BOISE, ID 83720-0098

1. Comments by Derrold Slavin - Dated: December 26, 2009;
2. Chronological Outline of Carmen Creek water mentioned in enclosed documents with history of Carmen Creek Water by Derrold Slavin;
3. Carmen portion of Township 22 N map;
4. Hand written Indenture dated March 27th, 1900, from records of Lemhi County;
5. Handwritten Agreement dated December 22, 1900, from records of Lemhi County;
6. Handwritten Judgment dated May 9th 1902, from records of Lemhi County;
7. Abstract of Decree - McNutt vs. Palmer et al, dated 1902
8. Several Indentures regarding the ownership & water rights of Carmen Creek;
9. Sheriff Deed on Foreclosure dated February 27, 1915;
10. Warranty Deed Dated August 28, 1916;
11. Deed Dated July 6, 1922;
12. Deed Dated August 11, 1922;
13. Indenture dated October 14, 1922;
14. Mortgage dated January 15, 1923;
15. Notice of Levy on Real Estate January 14, 1924;
16. Lis Pendens dated August 7, 1924;
17. Decree for Foreclosure dated July 17, 1925;
18. Sheriff's Deed of Foreclosure dated August 30, 1926;
19. Deed dated March 15, 1930;
20. Judgment and Decree dated December 19, 1931;
21. Sheriff's Certificate of Sale dated January 27, 1932;
22. Sheriff's Deed dated June 30, 1933;

23. Deed dated March 31, 1937;
24. Special Warranty Deed dated March 27, 1944;
25. Warranty Deed dated May 6, 1947;
26. Warranty Deed dated January 14, 1969;
27. Warranty Deed dated January 14, 1969;
28. Slavin Brothers Ranch Map;
29. Revised Abstract of 1902 Decree- McNutt v. Palmer Et al, dated February 1982.

The above referenced documents were also served via hand delivery upon DAVE McFARLAND and BRUCE McFARLAND on the 15th day of December 2009.

DATED this 19th day of January 2010.


MILTON A. SLAVIN

CIVMISC\SLAVIN.DERROLD.NOS\1279-01-B

Comments

by Derrold Slavin

December 26,2009

When asked why didn't dad and Uncle Milt call for 225 inches of Carmen Creek Water to delivered, my answer is , that they couldn't have known that this ranch owned that much Carmen Creek Water, or they would have called for it. I remember what a struggle it was to irrigate approximately 100 (one hundred) acres with less than ½ (one half) inch of water to the acre. In the last few years, it has been better through the use of sprinklers and trading water.

I believe the reason the 215 (two hundred fifteen) inches of Carmen Creek Water became overlooked and forgotten is that the ranch was in constant foreclosure and litigation from 1915 to 1937, through two world wars, and a great depression. Owned by absentee owners , insurance companies, finance companies, and operated by poor tenant farmers, other irrigators used this ranches water rights until the water rights just became forgotten.

From 1915 until 1937 the McKinney Ranch went though 3 (three) foreclosures, 3 (three) sheriffs sales, numerous financings, one insurance company liquidation, and more than 14 (fourteen) major legal action. It was reviewed by many lawyers, appraisers, title companies, sheriffs, and county assessors, all of which acknowledged 215 (two hundred and fifteen) or 225 (two hundred twenty five) inches of Carmen Creek Water for the Mckinney Ranch.

Not until this protest, when I researched in depth the title of this ranch, did I discover that Peter McKinney had in 1910, sold William Smith's 125 (one hundred twenty five) inches of Carmen Creek Water along with the McKinney Ranch.

If other irrigators claim these water claim these water rights by non-use and abandonment, the earliest priority date that could be claimed would be 1915. Scince the water was sold to another ranch (1910) plus 5 (five) years to lose it (1915).

I can see a parallel to the Idaho Power Companies Swan Falls suit and this instance whereas other irrigators used waters claimed by Idaho Power Company and adjudged not to be abandoned by Idaho Power.

Derrold Slavin

December 16, 2009

The following outline describes the occasions that Carmen Creek water is mentioned in the enclosed documents in chronological order.

Derrold Slavin

The McKinney Ranch comprises approximately 560 (five hundred sixty) acres of which approximately 100 (one hundred) acres is irrigated with Carmen Creek water.

In the May 9th 1902 judgement and decree, McKinney was awarded 15 (fifteen) inches of 1882 water, 50 (fifty) inches of 1896 water and either 35 (thirty five) or 45 (forty five) inches of exchange water.

William Smith was awarded 80 (eighty) inches of 1884 water and either 35 (thirty five) or 45 (forty five) inches of exchange water.

On the 13th of April 1908 Peter McKinney "purchased" William Smiths 160 (one hundred sixty) acres with all the water rights.

On the 14th of April 1910 Peter McKinney "sold" the McKinney Ranch to Salmon Land Company along with 215 (two hundred fifteen) inches of Carmen Creek water which was decreed in the 1902 judgement to Peter McKinney and William Smith. He also reserved 5 (five) inches of said Carmen Creek water of use on other lands of said Peter McKinney.

In 1915 Laura Boomer foreclosed on Salmon Land Company and in the "Sheriffs Deed of Foreclosure", water rights of Peter McKinney and William Smith amounting to 215 (two hundred fifteen) inches of water of Carmen Creek is described, also excepting and reserving 5 (five) inches of aforesaid waters of Carmen Creek for the use on other lands belonging to said Peter McKinney.

On the 1st of July 1922 Laura and HH Boomer "sold" the McKinney Ranch to Lemhi

Irrigation and Orchard Company together with all tenements ,hereditaments and appurtenances.

On the 14th of October 1922 Lemhi Irrigation and Orchard Company "sold" the McKinney Ranch to Frank Babcock including 225 (two hundred twenty five) inches decreed water from Carmen Creek.

On the 15th of January 1923 Frank Babcock "mortgage" the McKinney Ranch to Continental Life Insurance Company along with 225 (two hundred twenty five) inches decreed water rights from Carmen Creek.

On the 14th of January 1924 State Finance Company "levied an attachment" on the McKinney Ranch and listed 225 (two hundred twenty five) inches decreed water from Carmen Creek.

On the 7th of August 1924 Continental Life Insurance Company started "foreclosing" on Lemhi Irrigation and Orchard Company which included the McKinney Ranch (now known as the Isley Ranch) and described 225 (two hundred twenty five) inches of the water of Carmen Creek evidenced by decree of court appurtenant to the Isley Ranch.

On the 15th of July 1925 "Decree of Forcloser," Continental Life Insurance Company VS Lemhi Irrigation and Orchard Company describe the Isley Ranch and 225 (two hundred twenty five) inches of decreed water of Carmen Creek evidenced by decree of court, appurtenant to the Isley Ranch.

On the 30th of August 1926 " Sheriffs Deed on Foreclosure" describes the Isley Ranch and 225 (two hundred twenty five) inches of the waters of Carmen Creek. Evidenced by decree of court appurtenant to the Isley Ranch.

On the 15th of March 1930 Continental Life Insurance Company "deeded" the Isley Ranch to William Barbee together with all ditch and water rights.

On the 19th of December 1931 Continental Life Insurance Company VS William Barbee Judgement and Decree," describes the Isley Ranch together with all ditch and water rights of every nature.

On 27th of January 1932 " Sheriffs Certificats of Sale " Continental Life Insurance Company VS William Barbee describes the Isley Ranch and all ditch and water rights.

On the 25th of April 1933 " Sheriffs Deed Under Foreclosure Sale" describes the Isley Ranch together with all ditch and water rights of every nature.

On the 29th of March 1937 "Deed" between State of Missouri and Kansas City Life Insurance Company describe the Isley Ranch together with all ditch and water rights.

On the 24th of January 1944 "Special Warranty Deed" between Kansas City Life Insurance Company and SJ Skinner describes the Isley Ranch together with all ditch and water rights.

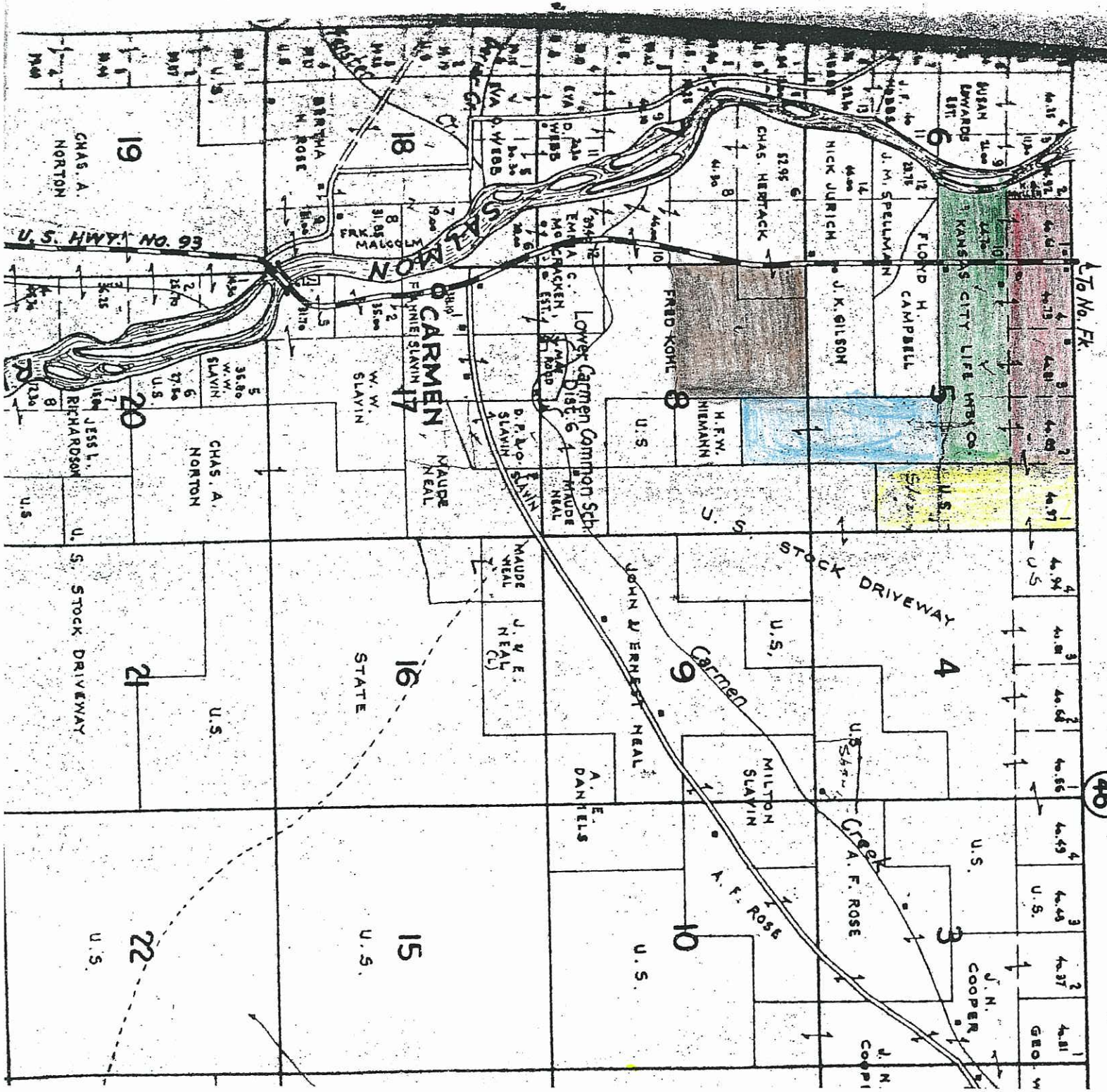
On the 6th of May 1947 "Warranty Deed" between SJ Skinner and Ted and Milton Slavin Describes the Isley Ranch together with all ditch water rights.

On the 6th of March 1969 " Warranty Deeds" Ted Slavin to Milton Slavin and Milton Slavin to Ted Slavin describes the Slavin Bros Ranch split and describes the water rights etc.

Greiber Homestead
 McKinney Homestead
 McKinney Desert Entry
 Brautigam Homestead
 William Smith

1 IN. = 1 MILE
 FOR SALE BY
 CHAS. F. METSKER
 643 STREET, PORTLAND, OREGON
 1101 1ST, TACOMA, WASHINGTON
 1102 AVE., SEATTLE, WASHINGTON

TOWNSHIP 22 N., RA LEMHI COUNTY,



This indenture made this 21st day of March 1900 by and between William Smith of the County of Lemhi, State of Idaho. The party of the first part, and Peter M^{rs} Lemmy of the same County and State. the party of the second part, witnesseth, that the said party of the first part for and in consideration of the keeping and performing of the covenants and agreements hereinafter mentioned to be kept and performed on the part of the said party of the second part by those persons grant, bargain and sell, convey and assign unto the said party of the second part, and to his heirs and assigns forever, all that certain lot, piece and parcel of land, situate and being in the said County of Lemhi, and State of Idaho, and bounded and described as follows, to wit: The north west quarter of Section Eight, in Township Twenty two North, of Range Twenty two East of the Boise Meridian, Together with all and singular the tenements, hereditaments and appurtenances thereto belonging in any wise appertaining, and the reversion and succession, remainder and remainder, unto, heirs and assigns thereof, to have and to hold, all and singular, the said premises, together with the appurtenances, unto the said party of the second part, his heirs and assigns forever. But only upon the above condition and understanding that the said party of the second part shall keep and perform all the following covenants and agreements by him to be kept and performed to wit: 1st The said party of the second part, will pay to the said party of the first part, the sum of three hundred dollars, per annum, as rental and purchase price therefor, during the lifetime of the said party of the first part, and the said payments to be discontinued, and the title to the said property to become absolute in the said party of the second part, upon the death of the said party of the first part. 2nd The said party of the second part will also furnish for the use of the said party of the first part, a saddle horse, or a horse and buggy, when required as to do, by the said party of the first part. 3rd The said party of the first part, will also be permitted to live at the home of the said party of the second part when he desires, so to as or will be permitted to reside in the cabin situated on the said land at his option, and the said cabin will not be removed or occupied by the said party of the second part, without the written consent and approval of the said party of the first part. If the above mentioned covenants and agreements be not kept and performed on the part of the said party of the second part, then this indenture shall become null and void.

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 William Smith

in the presence of

Witnessing here

G. J. Heanbaugh

This Agreement made this 22nd day of Dec. A.D. 1900, by and between David McNeill, Mary G. Birdseye and J. H. Birdseye, her husband, Anna B. Davis, Henry Fisher, Neil Grayson, George L. Shoup, by M. M. McPherson his Attorney in fact, A. J. Macnab, William H. Shoup, M. M. McPherson, Peter McKeeney, William Smith, Wallace H. Slavin and Frank P. McCrecken, Witnesses:

That whereas, the parties aforesaid are each owners of farms situate on sections 19, 29, 30, 31, and 32 of Township 23 North, Range 22 East, and sections 5, 6, 7, 8, and 17 in Township 22 North of Range 22 East, that is to say:

Said David McNeill owns the south east quarter of the south east quarter of section 19. The north west quarter of the north west quarter, the south half of the north west quarter, the south west quarter, and the south west quarter of the south east quarter, of section 29. Lots one and six of section thirty. And that part of section 32 described as follows: Commencing at the north east corner of the north west quarter of the north east quarter of section 32 in said Township, run thence south 11 rods and 24 links, thence south 84° west 241 rods and 16 links, thence north 35 rods and 16 links to the section line between sections 29 and 32 in said Township and thence east along said section line 240 rods to the place of beginning. Containing 458 acres in Township 23 N. of R. 22 E. of Boise Meridian.

Said Mary G. Birdseye and her husband is the owner of the following described lands situate in section 32 in said Township, designated as, commencing at a point 35 rods and 16 links south of the north west corner of section 32 in Township 23 North, of Range 22 East of Boise Meridian, and running thence North 84 degrees east 241 rods and six links, to the east line of the north west quarter of the north east quarter of said section 32, thence south 168 rods and one link to a point twenty rods south of the north east corner of the north west quarter of the south east quarter of section 32, thence west 285 rods more or less, to the Salmon River, thence down the Salmon River to the north west corner of Lot No. 6 in said section 31, in said Township, thence east to the north east corner of said Lot No. 6, and thence north along the west line of the north west quarter of the north west quarter of said section 32 44 rods and 9 links, to the place of beginning. Containing 285 acres.

Said Anna B. Davis and her Minor children are the owners of the following described lands situate in said section 32, designated as, commencing at a point on the east line of the north west quarter of the south east quarter of section 32 in Township 23 N. of R. 22 East of the Boise Meridian, 20 rods south of the north east

corner of the said north west quarter of the south east quarter of said section 32, and running thence south 140 rods more or less to the south east corner of the south west quarter of the south east quarter of said section 32, thence west 350 rods more or less to the Salmon River, thence in a northerly direction along the Salmon River 140 rods more or less to a point thence due west from the place of beginning, being the south west corner of a tract of land owned by Mary J. Birdseye, thence east along the south line of said tract of Mary J. Birdseye 280 rods more or less to the place of beginning.

Said Henry Birdseye is the owner of Lots 2, 3, and 4 of section 5 and Lot one of section 6, in Township 22 N. of R. 22 E.

Said Peter M. Remey is the owner of the south half of the north west quarter, the south west quarter of the north east quarter of section 5, and Lot 10 of section 6 in said Township 22 N. of R. 22 E.

Said Neil Romanay is the owner of the north half of the south west quarter of section 5, and the north east quarter of the south east quarter, and Lot 12 of section 6 in said Township 22 N. of R. 22 East.

Said George L. Shoop, M. M. M. Plerson, A. J. Macnab and William H. Shoop are the owners of the south half of the south west quarter of section 5, and the south east quarter of the south east quarter, and Lot 14 of section 6 in said Township 22 N. of R. 22 East.

Said William Smith is the owner of the north west quarter of section 8 in said Township 22 N. of R. 22 East.

Said Frank P. M'cracken is the owner of the south east quarter of the north east quarter and Lots 10 and 12 of section 7, and the south west quarter of the south west quarter of section 6, and Lot one and the north west quarter of the north west quarter of section 17 in said Township 22 N. of R. 22 East.

Said Wallace H. Slavin is the owner of Lots one and two of section 17 in said Township 22 N. of R. 22 East.

And whereas the aforesaid parties have located sufficient of the waters of Salmon River to irrigate the aforesaid land, and have provided for the construction of a ditch or canal from said river to convey said water to said lands.

Now therefore it is agreed by and between the respective parties hereto, as follows, to wit:

1. That each of the aforesaid parties, in consideration of the premises, doth hereby grant and convey to the others of the aforesaid parties a right of way through his or their said farm for the construction and maintenance of a ditch 10 feet wide on top 6 feet wide on the bottom and 2 feet deep, for the purpose of carrying said water to each of said farms

causes.

2. That for domestic use and the irrigation of their said several tracts of land, each of the parties hereto shall have and is hereby given the right to have and use the water flowing in said ditch, in the following amounts and proportions, to wit:

David M ^c Nutt the	8/28 part.
Mary J. Binderger the	7/28 part.
Anna C. Davis and her children the	7/28 part.
Henry Grebus the	7/28 part.
Peter M ^c Kimmey the	2/28 part.
Geo. L. Shoup, M. M. M ^c Pherson, A. J. Macneil and H ^m H. Shoup the	2/28 part.
William Smith the	1/28 part.
Frank P. M ^c Cracken the	7/28 part.
Hollister A. Davis the	1/28 part.
and Neil Kennedy the	2/28 part.

3. That each party shall take his or her portion of said water from said ditch through suitable gates, so constructed that the flow of water in said ditch will not be obstructed.

4. That the cost of maintaining, clearing out and keeping said ditch in repair, and the cost of repair of the headgates and any flumes on said line of ditch shall be divided pro rata, according to the amount of water each are entitled to, and if any one or more of the aforesaid parties neglect or refuse to provide money, labor or material necessary for such purposes, his, her or their share of such money, labor or material, or the value thereof may be paid or advanced by other or others of said parties, and in such case the party or parties so delinquent hereby agree to pay to the other or others so advancing such money, labor and material, to wit, the value thereof, and such persons or persons so advancing same are hereby given a right of action therefor.

5. That each party may peacefully and lawfully have, use, and enjoy his, her or their share and part of said ditch and water without interference or molestation on the part of the other or others.

6. Said parties mutually covenant for themselves and their respective heirs and assigns, each to and with the other, his and her heirs representatives and assigns to observe the foregoing agreement, and that the covenants herein contained shall run with the aforesaid several parcels of land, and bind the owners thereof, their heirs and assigns forever.

In witness whereof the parties hereto have set their hands and seals the day and year first above written.

Peter M^c Kimmey Seal

H^m Smith Seal

George L. Shoup Seal.

By M. M. M^c Pherson his attorney in fact. Seal

Mary J. Birdseye	Seal.	M. M. McPherson	Seal.
J. H. Birdseye	Seal.	H. H. Shoup	Seal.
Neil Smalley	Seal.	U. J. Macnab	Seal.
Hallard W. Davin	Seal.	W. M. Nutt	Seal.
F. P. McBracken	Seal.	Harry Greber	Seal.
Anna G. Wainwright	Seal.		
State of Idaho			
County of Lemhi	} ss.		

On this 30th day of March in the year A. D. 1904
before me, John H. Padgham a Notary Public in and for said County,
personally appeared William H. Shoup and Peter McRimney 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.

Seal.

John H. Padgham
Notary Public

John H. Padgham
March 30th 1904

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F. P. McBracken
75 15
H. C. Smith

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In the District Court of The Fifth Judicial District of The State of Idaho.
in and for the County of Lemhi.

David Mc Nutt. James Mc Nutt. Neal Mc Levitt.
J. W. Bridgege. and Mary J. Bridgege, his wife.
Anna B. Davis. Anna B. Davis as guardian of the
minor children of Caleb Davis. deceased. H. J. Mc
Gree. Peter Mc Kinney. Neil Soucey. and Henry
Greber.

vs.

Plaintiffs

Thomas Palmer. John Palmer. John F. Ferguson
Montraville White. Earnest R. Benedict. William
Young. A. J. Matthews. W. H. Slavin. F. P. Mc
Cracken. William Smith. A. C. Mather.

Judgment

William Igon. and C. L. Igon. partners. Theodore
Baton. E. J. Clark. John Dimock. H. H. Wahl.
Robert Martin. John Daniels. James B. Grant.
and the Lemhi Placer Mining Company,
a corporation. Emma White and Eliza S. Mather

Defendants

This cause came on regularly for trial on the 11th. day of October. 1901.
The parties appearing in person. and their respective attorneys. a jury having
been expressly waived. and the Court having heard the proofs of the respec-
-ive parties. and the agreement and stipulations of the parties. and the report
of Thomas Poyeall. James H. Hockensmith and William Peterson. arbitrators
which is a part of said written agreement and stipulation. and considered
the same. and the records and papers in the cause. the evidence being closed
and agreements of Counsel had thereon. The cause was submitted to the Court
for consideration and decision. and after due deliberation thereon. the Court deliv-
-ers its findings and decision in writing. which is filed. and orders that judg-
-ment be entered in accordance therewith. Wherefore by reason of the Law and
the findings aforesaid. all parties consenting. it is ordered. adjudged and decreed
1. That the right and title of the plaintiff. David Mc Nutt in and to 200
inches of the waters of Carman Creek. in Lemhi County. Idaho. is hereby quieted
his right thereto dating from May 1st 1875. and he is hereby adjudged to be
the owner thereof. subject to the rights of the defendants and cross complain-
-ants therein and thereto. which they have under and by virtue of the terms
and conditions of the written agreement on file herein. executed and entered
into. by and between said plaintiffs and said defendants and cross complainants
relative to the delivery to said plaintiffs. of water from Salmon River for the
irrigation of their said farms. and said David Mc Nutt is hereby ordered and
directed to convey to defendants and cross complainants. his right to the use
of said 200 inches of the waters of said creek. in accordance with the terms of
said contract. and the findings and report of James H. Hockensmith. Thomas
Poyeall and William Peterson referees. on file herein.

2. That the right and title of the plaintiff Henry Greber in and to 70 inches
of the waters of said Carman creek is hereby quieted. his right thereto dating
from May 1st. 1882. and he is hereby adjudged to be the owner thereof
subject to the rights of the defendants and cross complainants therein and
thereto. which they have under and by virtue of said written agreement and

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one report was from 0 8 0
ordered and directed to convey to defendants and cross complainants, his right to the use of said 70 inches of the waters of said creek, in accordance with the terms of said contract and the findings and report of said referees.

3. That the right and title of the plaintiff, Niel Sweeney in and to 35 inches of ^{the} water of said creek is hereby quieted, his right thereto dating from May 1st 1882, and he is hereby adjudged to be the owner thereof, subject to the rights of the defendants and cross complainants therein, and thereto, under and by virtue of said written agreement and the findings and report of said referees, and said Niel Sweeney is hereby ordered and directed to convey to defendants and cross-complainants, his right to the use of said 35 inches of the waters of said creek, in accordance with the terms of said contract, and the findings and report of said referees.

4. That the right and title of the plaintiff, Peter McKeeney in and to 60 inches of the water of said creek is hereby quieted, his right thereto, dating from May 1st 1882, and he is hereby adjudged to be the owner thereof, subject to the rights of the defendants and cross complainants therein, and thereto, and by virtue of said written agreement, and the findings and report of said referees, and said Peter McKeeney is hereby ordered and directed to convey to defendants and cross complainants, his right to the use of said 60 inches of the waters of said creek, in accordance with the terms of said contract and the findings and report of said referees.

5. That the right and title of the plaintiff, Mary J. Birdseye in and to 100 inches of the waters of said creek is hereby quieted, her right thereto dating from May 1st 1875, and she and her successors in interest, are hereby adjudged to be the owner thereof, subject to the rights of the defendants and cross complainants therein and thereto, under and by virtue of said written agreement, and the findings and report of said referees, on file herein, and said Mary J. Birdseye and her successor in interest, are hereby ordered and directed to convey to defendants and cross complainants her and their right to the use of said 100 inches of the waters of said creek, in accordance with terms of said contract and the findings and reports of said referees.

6. That the right and title of the plaintiff individually and as guardian of the minor children of Caleb Davis, deceased, in and to 100 inches of the waters of said creek is hereby quieted, their right thereto, dating from May 1st 1875, and they are hereby adjudged to be the owners thereof subject to the rights of the defendants and cross complainants therein, and thereto under and by virtue of said written contract and the findings and report of said referees, and said Anna B. Davis is hereby ordered and directed to convey to defendants and cross complainants their aforesaid right to the use of said 100 inches of the waters of said creek, in accordance with the terms of said contract and the findings and reports of said referees.

7. That the right and title of George L. Shoup, M. M. McPherson, A. J. Macnab and Wm H. Shoup as successors of plaintiff N. J. McCre

in and to 55 inches of the waters of said creek is hereby granted. Their right thereto dating from May 1st 1882. and they are hereby adjudged to be the owners thereof. subject to the rights of the defendants and cross-complainants therein and thereto. and by virtue of said written order and the findings and report of said referees. and said George L. Shoup. In. In. In. Pherson. A. J. Macnab and Wm. H. Shoup are hereby ordered and directed to convey to said defendants and cross-complainants. their aforesaid right to the use of said 55 inches of the waters of said creek. in accordance with the terms of said contract. and the findings and report of said referees.

8. That the defendant and cross complainant. Frank P. McCracken is entitled to have. and is hereby awarded the use of 30 inches. continuous flow of the waters of Carman creek in Lemhi County. for the irrigation of his land. described in the findings of fact. and that his right dates from May 1st 1869. and the further right to the use of 15 inches of the waters of said creek. for domestic use. and the irrigation of his land. described in said findings of fact. and that his right thereto. dates from May 1st 1871.

9. That the defendant and cross complainant. Emma White as Administratrix of the Estate of Montraville White. deceased. is entitled to have and is hereby awarded the use of 70 inches of the waters of said creek. for domestic use and the irrigation of the land described in the findings of fact as having been left by Montraville White at his death. for the benefit of the heirs of said Montraville White. and that the right thereto dates from May 1st 1874.

10. That the defendant and cross complainant. Emma White. is entitled to have and is hereby awarded. in her own right. the use of 20 inches. continuous flow of the waters of said creek. for the irrigation of her land. described in the findings of fact. and that her right thereto. dates from May 1st 1874.

11. That the defendant. and cross complainant A. C. Mather is entitled to have and is hereby awarded the use of 125 inches. continuous flow of the waters of said creek. for domestic use. and the irrigation of his land. described in the findings of fact. and that his right thereto. dates from May 2nd 1882.

12. That the defendant and cross complainant. William Smith is entitled to have and is hereby awarded the use of 80 inches. continuous flow of the waters of said creek. for domestic use and irrigation of his land. described in the findings of fact. and that his right thereto dates from May 1st 1882.

13. That the defendant and cross complainant. John F. Ferguson is entitled to have. and is hereby awarded for the use of Mary R. Lund. his grantee the use of 75 inches. continuous flow. of the waters of said creek. for domestic use. and irrigation of her land. described in the findings of fact. and that the right thereto dates from May 1st 1874.

14. That the defendant and cross complainant. Willard H. Vahle. is entitled to have. and is hereby awarded the use of 75 inches. continuous flow of the waters of said creek. for domestic use and the irrigation of his land described in the findings of fact. and that the right thereto. dates from the 1st day of May 1885.

15. That the defendant and cross complainant. Wallace W. Slavin is entitled to

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have. and is hereby awarded the use of 10 inches continuous flow of the waters of said creek. for domestic use. and the irrigation of his land described in the findings of fact. and that his right thereto dates from May 1st 1886.

16. That the defendant and cross complainant. John Dimock is entitled to have and is hereby awarded the use of 50 inches. continuous flow of the waters of said creek. for domestic use and the irrigation of his land. described in the findings of fact. and that his right thereto dates from May 1st 1886.

17 That the defendant and cross complainant. Eliza Mather is entitled to have and is awarded the use of 70 inches. continuous flow. of the waters of said creek. for the irrigation of her land - described in the findings of fact; and that her right thereto dates from May 1st 1896.

18. That the defendant and cross complainant. Thomas Palmer is entitled to have. and is hereby awarded the use of 20 inches. continuous flow. of the waters of said creek. for domestic use. and the irrigation of his land described in the findings of fact. and that his right thereto dates from May 1st 1888. and the further use of 30 inches. continuous flow. of the waters of said creek. for the irrigation of his said land. and that his right thereto dates from May 1st 1892.

19. That the defendant and cross complainant. John Palmer. is entitled to have. and is hereby awarded the use of 100 inches. continuous flow. of the waters of said creek. for domestic use. and the irrigation of his land described in the findings of fact. and that his right thereto. dates from May 1st 1888.

20. That the defendant and cross complainant. Albert J. Mathews is entitled to have and is hereby awarded the use of 10 inches. continuous flow of the waters of said creek. for domestic use. and the irrigation of his land. described in the findings of fact. and that his right thereto. dates from May 1st 1890. and that the further right to the use of 40 inches continuous flow. of the waters of said creek. for the irrigation of his ^{said} land. and the right thereto dates from May 1st 1897.

21. That the defendant and cross complainant. Peter M^r. Keimney is entitled to have. and is hereby awarded the use of 50 inches. continuous flow of the waters of said creek. for the irrigation of his land. known as his Desert Lot. his right thereto dates from May 1st 1896. and the further right to the use of 15 inches. continuous flow. of the waters of said creek. for the irrigation of that part of the S. W. 1/4 of the N. E. 1/4 lying above the "Carmen creek ditch" (as called. now under cultivation. and the right to convey said water to said land through his ditch. which conveys water from said creek to his said desert lot. His right to the use of said 15 inches of water dates from May 1st 1882.

22. That the defendant and cross complainant. Ernest R. Benedict. is entitled to have. and is hereby awarded the use of 180 inches. continuous flow. of the waters of said creek. for domestic use. and the irrigation of his land. described in the findings of fact. his right thereto. dates from May 1st 1882. and the further right to the use of 70 inches. continuous flow. of the waters of said creek. for the irrigation of his said land. and his right thereto dates from May 1st 1892.

586
23. That the defendant and cross complainant, Elwood D. Clark is entitled to have and is hereby awarded 15 inches continuous flow of the water of acid creek for domestic use and the irrigation of his land described in the findings of fact. his right thereto dates from May 1st 1898, and to the further right to the use for domestic and irrigation purposes of all water furnished by springs on his acid land.

18. That the defendant and cross complainant Ora L. and William L. Dgon are entitled to have and are hereby awarded the use of 70 inches continuous flow of the water of acid creek for domestic use and the irrigation of their land described in the findings of fact. their right thereto dates from May 1st 1885, and the further right to the use of 100 inches continuous flow of the water of acid creek for the irrigation of their land. their right thereto dates from May 1st 1892.

25. That the defendant and cross complainant, the Lemhi Placer Mining Company is entitled to have and is hereby awarded the use of 500 inches continuous flow of the water of acid creek for the working and washing of that portion of its placer mining ground lying near the two east forks of acid Carman creek. Its right thereto dates from the year 1889. And to the further use of 2000 inches continuous flow of the water of acid creek for the working and washing of its placer mining ground that lies and is situated on Kintley Creek in said County of Lemhi. said last named amount of water to be used from the 15th day of October of each and every year until the 15th day of April of the succeeding year. The date of the appropriation for such use is October 15th 1892. In case there is a surplus of water in acid creek beyond the allotment to the other defendants and cross complainants herein then said rights shall not be limited to the dates above named, but said company shall have the right to divert and use said 2000 inches of water at all times when such surplus of water may be flowing in the east branches of acid creek, but in no case shall it interfere with the parties herein in their use of the waters hereby awarded to them.

26. That the dates above named are the dates of appropriation of acid several amounts of water by the parties aforesaid and their grantors. And in case the amount of water in acid creek at any time of the year be less than 2000 inches then the first appropriator shall have and are hereby given first right to the use of the water then in acid creek to the amount here allotted to them, the first in time of appropriation having the first right to such use.

27. The waters herein allotted to them shall be measured to the parties aforesaid at the place of diversion under a four inch pressure. And in case any of the parties hereby declared to be entitled to the use of the waters of Carman creek shall disagree in the measurement a diversion of acid water the Court or Judge thereof shall appoint a commissioner for the purpose measuring and regulating the diversion of such water.

28. That each of the parties hereto to whom a right to the use of the waters of Carman creek is herein decreed, be and they are hereby perpetually enjoined from using acid water in any manner different or to any greater extent than herein found and declared, and a disobedience of this order shall be a contempt of Court and subject the party disobeying to punishment as for a contempt. Upon the application of any party injured by such acts of disobedience, each of the parties hereto shall prove his or her own costs on this action.

Dated May 9th 1902.

Joseph C. Rock Dist. Judge

Filed May 9th 1902.
J. P. Clough
Clerk.

Judgment of May 9th, 1902

Plaintiffs

David McNutt	200"	1875	convey
Henry Greiber	70"	1882	"
Niel Sweeney	35"	1882	"
Peter McKinney	60"	1882	"
Mary J Birdseye	100"	1875	"
Caleb Davis	100"	1875	"
Chas Shoup, M M McKerson			
AJ Macnab, Wm Shoup	55"	1882	"
	620		

Defendants

Frank McCracken	30"	1869	Keep.
" "	15"	1896	"
Emma White	70"	1874	"
AC Mather	125"	1882	"
Wm Smith	80"	1884	"
John Ferguson & Mary Lund	75"	1874	"
Hillard & Dalsie	75"	1885	"
Wallace Shavin	75"	1885	"
John Dimock	50"	1885	"
Eliza Mather	70"	1896	"
Thomas Palmer	20"	1888	"
" "	30"	1892	"
John Palmer	100"	1888	"
Albert Mathews	10"	1890	"
" "	40"	1897	"
Peter McKinney	50"	1896	"
" " SW 1/4, NE 1/4	15"	1882	"
Ernest Benedict	180"	1882	"
" "	70"	1892	"
Elwood Clark	15"	1898	"
Ora & Wm Igoe	70"	1885	"
" " "	100"	1892	"

TITLE
OF
CASE

DAVID McNUTT et al.

vs.

THOMAS PALMER et al.

SOURCE Carmen Creek

PAGE 1

WATER DIST. 5-N

COUNTY Lemhi

JUDICIAL DIST. 5th

JUDGE Joseph C. Rich

DATE OF DECREE 5-9-02

RECORDED

IN BOOK NO. AT PAGE NO.

FILE NO. 80

P.N.	D.N.	DECREED OWNER	NAME	PRESENT OWNER	AMT. INCHES 250-500	PRIORITY	DIVERSION				REMARKS, LAND TO BE IRRIGATED, ETC.	O.T.
							SUBDIV.	SEC.	TWP.	RG.		
		Frank P. McCracken	Stroud & Brown		30	5-1-69					W ¹ / ₂ NW ¹ / ₄ S. 17, T.22N., R.22E., B. M. & the SW ¹ / ₂ SW ¹ / ₄ S. 8, Lots 10 & 12, S.7, T.22N., R.22E., B.M. Lemhi County.	
		Emma White	Ernest Neal		70	5-1-74					SE ¹ / ₂ NW ¹ / ₄ , SW ¹ / ₂ NE ¹ / ₄ , NE ¹ / ₂ SW ¹ / ₄ , NW ¹ / ₂ SE ¹ / ₄ , S.9, T.22N., R.22E., B.M., Lemhi County, Idaho	
		Emma White	Ernest Neal		20	5-1-74					NE ¹ / ₂ SE ¹ / ₄ , S.9, T.22N., R.22E., B.M., Lemhi County, Idaho.	
		John F. Ferguson	Milt Slavin		75	5-1-74					E ¹ / ₂ NE ¹ / ₄ , S.9, NW ¹ / ₂ NW ¹ / ₄ , S.10, T.22N., R.22E., B.M., Lemhi County, Idaho	
		David McNutt			200	5-1-75					RIGHT TRANSFERRED TO SALMON RIVER.	
		Mary J. Birdseye			100	5-1-75					RIGHT TRANSFERRED TO SALMON RIVER.	
		Anna B. Davis			100	5-1-75					RIGHT TRANSFERRED TO SALMON RIVER.	
	X	Henry Greber			70	5-1-82					RIGHT TRANSFERRED TO SALMON RIVER.	
		Niel Sweeney			35	5-1-82					RIGHT TRANSFERRED TO SALMON RIVER.	
		Peter McKinney			60	5-1-82					RIGHT TRANSFERRED TO SALMON RIVER.	
		George L. Shoup, M. M. McPherson, A. J. Macnab, & William H. Shoup			55	5-1-82					RIGHT TRANSFERRED TO SALMON RIVER.	
		John Austin			15	5-1-82					RIGHT TRANSFERRED TO SALMON RIVER.	
		A. C. Mather	Arch McFarland		125	5-1-82					S ¹ / ₂ SW ¹ / ₄ , NE ¹ / ₂ SW ¹ / ₄ , NW ¹ / ₂ SE ¹ / ₄ , S.35, T.23N., R.22E., B.M. Lemhi County, Idaho.	
		Ernest R. Benedict	McFarland Brothers		180	5-1-82					SW ¹ / ₄ , S.24, W ¹ / ₂ NW ¹ / ₄ , S.25, E ¹ / ₂ NE ¹ / ₄ & SE ¹ / ₄ , S.26, & NE ¹ / ₄ S.35, T.23N., R.22E., B.M., Lemhi County, Idaho	
		William Smith	John Austin		80	5-1-84					NW ¹ / ₄ Sec. 8, T.22N., R.22E., B. M., Lemhi County, Ida.	
		Hillard H. Dahle	Fred Rose		75	5-1-85					W ¹ / ₂ SE ¹ / ₄ , S ¹ / ₂ SW ¹ / ₄ , Sec. 3, T.22N., R.22E., B. M., Lemhi County, Idaho.	
		Wallace W. Slavin	Evylin Bills		75	5-1-85					E ¹ / ₂ NW ¹ / ₄ & Lot 2 & NW ¹ / ₂ NE ¹ / ₄ , Sec. 17, T.22N., R.22E., B.M., Lemhi, County, Idaho.	
		John Dimock	John Neal		50	5-1-85					S ¹ / ₂ SW ¹ / ₄ , NW ¹ / ₂ SW ¹ / ₄ , SW ¹ / ₂ SE ¹ / ₄ , Sec. 9, T.22N., R.22E., B.M., Lemhi County, Idaho	
		Ora L. & William L. Igou	Wolfley		70	5-1-85					(N ¹ / ₂ SW ¹ / ₄ , SW ¹ / ₂ SW ¹ / ₄ , SW ¹ / ₂ NW ¹ / ₄ , S.30, W ¹ / ₂ NW ¹ / ₄ , S.31, T.23N., (R.23E., B.M. SE ¹ / ₂ SE ¹ / ₄ , S.25, T.23N., R.22E., B.M., (SE ¹ / ₂ SW ¹ / ₄ , SW ¹ / ₂ SE ¹ / ₄ , S.30, NE ¹ / ₂ NW ¹ / ₄ , NW ¹ / ₂ NE ¹ / ₄ S.31, T.23N., (R.23E., B.M. Lemhi County, Idaho.	

TITLE
OF
CASE

DAVID McNUTT et al.

vs.

THOMAS PALMER et al.

SOURCE Carmen Creek

WATER DIST. 5-N

JUDICIAL DIST. 5th

DATE OF DECREE 5-9-02

COUNTY Lemhi

JUDGE Joseph C. Rich

RECORDED

IN BOOK NO. AT PAGE NO.

FILE NO. 80

PAGE 2

P.N.	D.N.	DECREED OWNER	NAME	PRESENT OWNER	AMT INCHES SPOOLS	PRIORITY	DIVERSION				REMARKS, LAND TO BE IRRIGATED, ETC.	C.I.
							SUBDIV.	SEC.	TWP.	RG.		
		Thomas Palmer	Frank Parmenter		20	5-1-88					S ¹ NE ¹ ₄ , NE ¹ SE ¹ ₄ S.3, SW ¹ NW ¹ ₄ S.2, T.22N., R.22E., B.M. Lemhi County, Idaho.	
		John Palmer	Fred Rose		100	5-1-88					E ¹ SW ¹ ₄ , NE ¹ SW ¹ ₄ , NW ¹ NE ¹ ₄ S. 10, T.22N., R.22E., B.M. Lemhi County, Idaho	
		Albert J. Mathews	A. E. Schultz		10	5-1-90					S ¹ NE ¹ ₄ , NE ¹ NE ¹ ₄ S.17, SE ¹ SE ¹ ₄ S.8, T.22N., R.22E., B.M., Lemhi County, Idaho.	
		Thomas Palmer	Frank Parmenter		30	5-1-92					S ¹ NE ¹ ₄ , NE ¹ SE ¹ ₄ S.3, SW ¹ NW ¹ ₄ S.2, T.22N., R.22E., B.M., Lemhi County, Idaho.	
		Ernest R. Benedict Ora L. &	McFarland Brothers		70	5-1-92					SW ¹ ₄ S.24, W ¹ NW ¹ ₄ S.25, E ¹ NE ¹ ₄ & SE ¹ ₄ S.26, NE ¹ S.35, T.23N., R.22E., B.M., Lemhi County, Idaho.	
		William L. Igou	Wolfley		100	5-1-92					NE ¹ SW ¹ ₄ , SW ¹ SW ¹ ₄ , SW ¹ NW ¹ ₄ S.30, W ¹ NW ¹ ₄ S.31, T.23N., R.23E., B.M., SE ¹ SE ¹ ₄ S.25, T.23N., R.22E., B.M. SE ¹ SW ¹ ₄ SW ¹ SE ¹ ₄ S. 30, NE ¹ NW ¹ ₄ , NW ¹ NE ¹ ₄ S.31, T.23N., R.23E., B.M., Lemhi County, Idaho.	
		Frank P. McGracken	Stroud & Brown		15	5-1-96					W ¹ NW ¹ ₄ S.17, T.22N., R.22E., B.M., SW ¹ SW ¹ ₄ S.8, & Lots 10 & 12 S.7, T.22N., R.22E., B.M., Lemhi County	
		Eliza Mather	Frank Parmenter		70	5-1-96					SE ¹ SE ¹ ₄ S.34, T.23N., R.22E., B.M., Lots 3 & 4, S. 2 & Lot 1, S.3, T.22N., R.22E., B.M. all in Lemhi.	
	*	Peter McKinney	Milt Slavin		50	5-1-96					SW ¹ NE ¹ ₄ , S ¹ NW ¹ ₄ S.5, SE ¹ NE ¹ ₄ S.6, T.22N., R.22E., B.M. W ¹ SE ¹ ₄ S.5, NW ¹ NE ¹ ₄ S.8, T.22N., R.22E., B.M. Lemhi County, Idaho.	
		Albert J. Mathews	A. E. Schultz		40	5-1-97					S ¹ NE ¹ ₄ , NE ¹ NE ¹ ₄ S. 17, SE ¹ SE ¹ ₄ S. 8, T.22N., R.22E., B.M., Lemhi County, Idaho.	

Honey 2nd to 1st No. 100

This Indenture, made this 24th day of April in the year of our Lord one thousand nine hundred and four between Harmon Kuehn, and Edgar Kuehn, husband and wife, of Lincoln County, State of Idaho, the parties of the first part, and Alice M. Kennedy of the same place

the part of the second part

WITNESSETH, that the said part 1st. of the first part, for and in consideration of Three thousand five hundred 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, have GRANTED, BARGAINED and SOLD, and by these presents do GRANT, BARGAIN, SELL, CONVEY and CONFIRM unto the said party of the second part, and to their heirs and assigns forever, all of its undivided 2, 3 and 4 in Section No. 15 and 16 the number one and two of Section Six (6) Township No. 22 North of Range No. 22 East of Third Meridian. And all rights and appurtenances thereto, and included and right in the land and appurtenances thereto, and including the right in the land and appurtenances thereto, as the 1st. part, (Dinty-camp Hacks) ditch and right from the Salmon river, and the water and power and from the ditch and the ditch that runs ditch, appurtenant to said land.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and also all estate, right, title, interest in and to the said property, possession, claim and demand whatsoever, as well in law as in equity, of the said part 1st. of the first part, of, in or to the said premises, and every part and parcel thereof, with the appurtenances, to have and hold, all and singular, the above mentioned and described premises, together with the appurtenances, unto the part 2d. of the second part, and to their 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 2d. of the second part, and their heirs and assigns, against the said part 1st. of the first part and all will warrant and by these presents forever defend.

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

Signed, sealed and delivered in the presence of

John H. Gadagane

Harmon Kuehn (SEAL)

Edgar Kuehn (SEAL)

(SEAL)

STATE OF IDAHO,

County of Lincoln ss.

On this 24th day of April in the year 1904 before me, John H. Gadagane a Notary Public in and for said County, personally appeared Harmon Kuehn

known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same; and on this 24th day of April in the year 1904 before me, the officer above described, personally appeared Edgar Kuehn known to me to be the person whose name is subscribed to the within instrument, described as a married woman; and upon an examination without the hearing of her husband, I made her acquainted with the contents of the instrument, and thereupon 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, the day and year in this certificate first above written.

J. H. G.

John H. Gadagane Notary Public in and for Lincoln County Idaho

Recorded this

day of

A. D. 1

Registered at the request of Edgar M. Kennedy minutes past 5 o'clock P. M. 22nd day of April in the year of 1904 on page 623 of the office Recorder, Boise of Idaho the County, Idaho.

Wm James A Peter Mc Kinney

This Indenture, Made this thirteenth day of April in the year of our Lord one thousand nine hundred and eight between William Smith of "Big Flat" Lemhi County, State of Idaho, an unmarried man the party of the first part, and Peter Mc Kinney of the same place

the party of the second part,

WITNESSETH, that the said part. Y. of the first part, for and in consideration of

Two Thousand Four Hundred

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, he th. GRANTED, BARGAINED and SOLD, and by these presents doth GRANT, BARGAIN, SELL, CONVEY and CONFIRM unto the said part. Y. of the second part, and to his heirs and assigns forever, all

that certain piece or parcel of land situated, lying and being in the County of Lemhi, State of Idaho, described as follows, to wit:

The Northwest quarter of Section eight (8) in Township No. twenty two (22) North of Range No. twenty two East of the Boiser Meridian.

Also all irrigating ditches and interests and rights in irrigating ditches appurtenant to and heretofore used to convey water upon said land, and all water and rights to the use of water appurtenant to said land and heretofore used thereon including the interest right and title of the party of the first part in and to that certain irrigating ditch and water right mentioned and set forth in that certain written agreement made by said party of the first part hereto with other, recorded in the office of the County Recorder of said Lemhi County in Book "B" of Agreements at page 75 records of said County.

Together with all and singular the tenements, hereditaments and appurtenances therunto belonging or in anywise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and also all estate, right, title, interest in and to the said property, possession, claim and demand whatsoever, as well in law as in equity, of the said part. Y. of the first part, of, in or to the said premises, and every part and parcel thereof, with the appurtenances, to have and to hold, all and singular, the above mentioned and described premises, together with the appurtenances, unto the part. Y. of the second part, and to his heirs and assigns forever. And the said part. Y. of the first part, and his heirs, the said premises in the 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 whomsoever, 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 ha. th. hereunto set his hand, and seal, the day and year first above written.

Eunice M. Wright

William Smith

(SEAL)

John H. Padgham

(SEAL)

STATE OF IDAHO,

}

County of Lemhi

ss.

On this thirteenth day of April

in the year 1908, before

me, John H. Padgham

a Notary Public

in and for said County, personally

appeared William Smith

known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same; and on this day of in the year 1908, before me, the officer above described, personally appeared

~~known to me to be the person whose name is subscribed to the within instrument, described as a married woman and upon an examination without the hearing of her husband, I made her acquainted with the contents of the instrument, and thereupon 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, the day and year in this certificate first above written.

(Seal)

John H. Padgham

Notary Public in and for Lemhi County, Idaho.

Recorded at the request of Peter Mc Kinney at minutes past 9 o'clock A. M., April 20th 1908, in Book "S" of Deeds on Page 195 Records of Lemhi County, Idaho. Wm James A Peter Mc Kinney

This Indenture, made this Fourteenth day of April, in the year of our Lord one thousand nine hundred and ten between Peter McKinney and Rose McKinney, his wife, of Carmen Precinct in Lemhi County, State of Idaho, parties of the first part, and Salmon Land Company, a Corporation organized and existing under the laws of the State of Montana, the party of the second part.

Witnesseth, that the said parties of the first part, for and in consideration of One Dollar (\$1.00) lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt of which is hereby acknowledged, have granted Bargained and Sold and by these presents do Grant, Bargain, Sell, Convey and Confirm unto the said party of the second part, and to its successors and assigns forever, all those certain pieces or parcels of land, situate, lying and being in the County of Lemhi, State of Idaho, described as follows, to wit: Lot Number ten (10), Section six (6), the South half (S.1/2) of Northwest quarter (N.W.1/4), and Southwest quarter (S.W.1/4) of the Northeast quarter (N.E.1/4) of Section Five (5) all in Township Twenty-two (22) North of Range Twenty-two (22) East of the Boise Meridian, known as the Peter McKinney Homestead lot, containing 164.70 acres.

The West half (W.1/2) of Southeast quarter (S.E.1/4) of Section Five (5), and the Northwest quarter (N.W.1/4) of Northeast quarter (N.E.1/4) of section (8) in Township Twenty-two (22) North, of Range Twenty-two (22) East of the Boise Meridian, known as the McKinney Desert Lot, containing 120 acres.

Lots Two (2), Three (3) and Four (4) of Section Five (5) and Lot One (1) of Section Six (6) in Township Twenty-two (22) North, of Range Twenty-two (22) East, of the Boise Meridian, known as the Greiber Homestead, containing 163.05 acres.

Also all water rights appurtenant to said land and ~~therefore~~ used thereon, including water rights decreed to said Peter McKinney, William Smith and Henry Greiber, in the suit of David McNutt et al against Thomas Palmer et al in the district Court of the County of Lemhi, and recorded in Book "A", of judgments of said Court, at page 582 amounting to the right to use 215 Miners Inches of the water of Carmen Creek, and the right to use one fourth (1/4) part of forty (40) cubic feet of the waters of Salmon River located by said Peter McKinney and others on Aug. 14, 1900, the location Notice of which is recorded in the office of the Recorder of said Lemhi County in Book "B" of water Rights, page 371.

Also all irrigation ditches appurtenant to said lands and which convey water thereto for the irrigation thereof, including a ditch from Carmen Creek; a five twenty-eighths (5/28) interest or share of the Big Flat Salmon River Ditch; two shares, to wit: interest or part of the Birds-eye-Davis-McNutt ditch, and a one third interest or part of the ditch leading from Salmon River to Lot number ten (10) of section six (6), in Township twenty-two (22) North, of Range twenty-two (22) East of the Boise Meridian.

Excepting from said Greiber Homestead the following described parcel of land, to wit: Commencing at a point on Section line 4047 feet West of Northeast corner of West half (W.1/2) of Northeast quarter (N.E.1/4) of Section five (5) in Township twenty-two (22) North, of Range twenty-two (22) East of the Boise Meridian, run thence South sixty-six (66) feet, thence West parallel with said Section line and Section line of Section six (6) in Township twenty-two (22) North, of Range twenty-two (22) East, of the Boise Meridian to the center of Salmon River, thence North sixty-six (66) feet to the North line of said Section six (6) thence East on the North line of section six (6) and North line of Section five (5) to place of beginning.

And reserving from this conveyance five (5) Miners Inches of the aforesaid waters of Carmen Creek for use on the other lands of said Peter McKinney, and the right to, at all times, convey said five (5) inches of water through said Carmen Ditch, also the right to convey through said ditch fifty (50) Miners Inches of what is known as "Flood Water" but such "Flood Water" shall not be conveyed in or through said ditch to the extent of hindering or preventing the party of the second part, its heirs or assigns from conveying through said ditch at least fifty (50) Miners Inches of aforesaid "Flood Water".

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, and the reversions, remainders, rents, issues and profits thereof, and also estate, right, title, interest in and to the said property, possession, claim and demand whatsoever, as well in law as in equity, of the said parties of the first part, of in or to the said premises, and every part and parcel thereof, with the appurtenances to have and to hold, all and singular, the above mentioned and described premises, together with the appurtenances, unto the party of the second part, and to its successors and assigns forever. AND the parties of the first part, and their heirs, the said premises in the quiet and peaceful possession of the said party of the second part, its successors and assigns, against the said parties of the first part and their heirs 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 parties of the first part have hereunto set their hands and seals the day and year first above written.

John H. Padgham.

Peter McKinney (seal)
Rose McKinney (Seal)

State of Idaho,)
County of Lemhi) ss.

On this Fourteenth day of April in the year 1910 before me, John H. Padgham, a Notary Public in and for the said County, personally appeared Peter McKinney and Rose McKinney 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.

Seal

John H. Padgham
My Commission expires May 27, Notary Public in and for Lemhi County, State of Idaho.

Recorded at the request of Peter McKinney April 25th, 1910 at 9 o'clock A.M., in Book R of Deeds page 379 Records of Lemhi County, Idaho.

Deputy.

M. L. Smith
County Recorder.

Sherry

1st of Sherry McHenry Homestead & County of Idaho to Laura A. Boomer

1st of Sherry McHenry Homestead & County of Idaho to Laura A. Boomer

Book W - Pg.

431

SHERIFF'S DEED ON FORECLOSURE.

THIS INDENTURE, Made this 27th day of February A. D. 1915, between Thomas J. Stroud Sheriff of the County of Lemhi, State of Idaho, party of the first part, and Laura A. Boomer of the Spokane, Washington County of _____ party of the second part, WITNESSETH:

WHEREAS, In and by a certain decree rendered by the District Court of the Sixth Judicial District of the State of Idaho, in and for the County of Lemhi on the 30th day of December 1913, and entered on the 3rd day of January 1914, in a certain action then pending in said Court, wherein Laura A. Boomer plaintiff, and Salmon Land Company, F. A. Bennett Peter McKinney and Frank L. Plummer, Trustee, defendants, it was, among other things, ORDERED, ADJUDGED and DECREED, that all and singular the mortgaged premises described in the complaint in said action, and so officially described in said decree, be sold at public auction, by the Sheriff of the said County of Lemhi in the manner required by law, and according to the course and practice of said Court, and that said Sheriff execute the usual certificate and deeds to the purchaser, as required by law;

AND WHEREAS, A writ, reciting the material parts of said decree, and directing the said party of the first part, as such Sheriff, to execute the said decree, by making the sale and applying the proceeds in conformity therewith, having been to said Sheriff directed and delivered, the said Sheriff did, at the hour of Two o'clock P. M. on the 30th day of January 1914, after due public notice had been given, as required by the laws of this State and the course and practice of said Court, duly sell at public auction, in front of the Court House door, in the City of Salmon, in said county of Lemhi, State of Idaho, agreeably to the said decree, and the provisions of law, the premises in said decree mentioned; at which sale the premises in said decree, and hereinafter described, were fairly struck off to Laura A. Boomer for the sum of Twenty Thousand Five Hundred and 00/100 Dollars, lawful money of the United States she being the highest bidder, and that being the highest sum hidden for the same;

AND WHEREAS, The said Laura A. Boomer thereupon paid to the said Sheriff the said sum of money so bidden by her;

AND WHEREAS, The said Sheriff thereupon made and issued the usual certificate, in duplicate, of the said sale, in due form of law, and delivered one thereof to the said purchaser and caused the other to be filed and recorded in the County Recorder's Office of the County of Lemhi;

AND WHEREAS, More than one year has elapsed since the date of said sale, and no redemption has been made of the premises so sold, as aforesaid, by or on behalf of the said judgment debtors, the said defendant, or by or on behalf of any other person;

NOW, THIS INDENTURE WITNESSETH, That the said party of the first part, the said Thomas J. Stroud Sheriff, in order to carry into effect the sale so made by him, as aforesaid, in pursuance of said decree, and in conformity to the statute in such case made and provided, and, also, in consideration of the premises, and of the sum of Twenty Thousand Five Hundred and 00/100 Dollars, lawful money of the United States, so bidden and paid to him by the said purchaser the said Laura A. Boomer the receipt whereof is hereby acknowledged, hath GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents doth GRANT, BARGAIN, SELL and CONVEY, unto the said party of the second part, and to her heirs and assigns, FOREVER, lot number ten (10), Section six (6), the south half of the north west quarter, the Southwest quarter of Northeast quarter of Section Five (5), all in township 22 North of Range 22 East of Boise Meridian, known as the Peter McKinney lot, containing 164.7 acres.

The west half of the Southeast quarter of Section 5 and the northwest quarter of Northeast quarter of Section 8, in township 22, North of Range 22, East of the Boise Meridian, known as the McKinney Desert lot, containing 120 acres.

Lots Two, Three and Four of Section 5, and lot number One, Section 6 in Township 22 North of Range 22 East of the Boise Meridian, known as the Greiber Homestead, containing 163.05 acres.

Also all, water rights appurtenant to said land and heretofore used thereon, including water rights decreed to said Peter McKinney, William Smith and Henry Greiber, in the suit of David McNutt, et. al., against Thomas Palmer et. al., in the District Court of the County of Lemhi, and recorded in book "A" of judgments of said court at page 532, amounting to the right to use 215 miner's inches of water of Carmen Creek, and the right to use one-fourth part of forty cubic feet of the waters of Salmon River, located by said Peter McKinney et. al., August 14th A. D. 1900, the location of which is recorded in the office of the County Recorder of said Lemhi County in Book "B" of water rights at page 371.

Also all irrigation ditches appurtenant to said land and which convey water thereto for the Flat Salmon River Ditch; including a ditch from Carmen Creek; 5/28th interest or share in the Birdseye-Davis-McNutt Ditch; and a one-third or part of the ditch leading from Salmon River to Lot 10 of Section 6, in township 22 North of Range 22 East of the Boise Meridian. Excepting from the Greiber homestead the following described parcel of land to wit: Commencing at a point on Section line 4047 feet west of Northeast corner of west half of Northeast quarter of Section 5 in Township 22 North of Range 22 East of the Boise Meridian, run thence South 66 feet, thence West parallel with said section line and section line of section 6, in Township 22 North of Range 22 East of Boise Meridian, to the centre of Salmon River, thence North 66 feet to the North line of said Section 6, thence East on the North line of Sec. 6 and North line of section 5, to the place of beginning.

Also excepting and reserving five miner's inches of the aforesaid waters of Carmen Creek for use of other lands belonging to said Peter McKinney and the right to at all times convey said five miner's inches of water through said Carmen Creek ditch, also the right to convey through said ditch fifty miner's inches of what is known as "Flood Waters" but said Flood water shall not be conveyed in or through said ditch to the extent of preventing the owner of said ditch from conveying through said ditch at least fifty miner's inches of afore said "Flood Water", to gather with all and singular the tenements, hereditaments and

appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof;

TO HAVE AND TO HOLD, ALI AND SINGULAR, The premises above mentioned and described and hereby conveyed, or intended so to be, 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 to these presents, Sheriff as aforesaid, hath hereunto set his hand and seal, the day and year first above written. Sealed and Delivered in the Presence of

Thomas J. Stroud,
Sheriff of Lemhi County, State of
Idaho.
L. A. Volger, Deputy.

State of Idaho, ()
County of Lemhi () ss

On this 27th day of February A. D. 1915, before me J. L. Kirtley, Jr., a Clerk of the District Court in and for said County and State, personally appeared L. A. Volger Deputy, under Thomas J. Stroud, Sheriff of the County of Lemhi, State of Idaho, personally known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged to me that he, as such Sheriff aforesaid, executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.

J. L. Kirtley, Jr., Clerk of the
District Court in and for Lemhi
County, Idaho.

By W W Simmons Deputy.

(SEAL)

Rev. Stamps \$20.00: 2/27/1915: T. J. S.

State of Idaho ()
County of Lemhi () ss

I hereby certify that this instrument was filed for record at the request of W. C. Smith at minutes past 11 o'clock A. M., this 19th day of March, A. D. 1915, in my office, and duly recorded in Book W of Deeds at page 432-2

J. L. Kirtley, Jr., Ex-Officio Recorder.

By *W. W. Simmons* Deputy.

WARRANTY DEED

Instrument No. 19434

This Indenture, Made this 28th day of August in the year of our Lord one thousand nine hundred and sixteen between Elia Lee Brautigan a widow, of the County of Lemhi, State of Idaho, the party of the first part, and J. Isley of the County of Lemhi, State of Idaho.

the party of the second part.

WITNESSETH, That the said party of the first part, for and in consideration of FIVE HUNDRED (\$500) 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, has GRANTED, BARGAINED and SOLD and by these presents do as GRANT, BARGAIN, SELL, CONVEY and CONFIRM unto the said party of the second part, and to his heirs and assigns forever, all those certain lots, pieces or parcels of land situate, lying and being in the County of Lemhi, State of Idaho, and particularly described as follows, to wit:-

Lot Four of Section Four, and Lot One of Section Five in Township Twenty-two north and the west half of the Southwest quarter of Section Thirty-three in Township Twenty-three North all in Range Twenty-two East of the Boise Meridian in Lemhi County, Idaho, containing 161.91 acres of land,

Together with all ditches, water and water rights belonging to said premises, appertaining thereto, or used in connection therewith.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and also all estate, right, title, interest in and to the said property, possession, claim and demand whatsoever, as well in law as in equity, of the said party of the first part, of in or to the said premises, and every part and parcel thereof, with the appurtenances to have and hold, all and singular, the above mentioned and described premises, together with the appurtenances, unto the party of the second part, and to his heirs and assigns forever. And the said party of the first part, and her heirs, the said premises in the quiet and peaceful possession of the said party of the second part, and his heirs and assigns, against the said party of the first part and her heirs, 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 party of the first part has hereunto set her hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of

Elia Lee Brautigan (SEAL)

(SEAL)

(SEAL)

STATE OF IDAHO, }
COUNTY OF LEMHI } ss.

On this 28th day of August in the year 1916 before me, W. C. Smith a Notary Public in and for the said County, personally appeared Elia Lee Brautigan a widow 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 seal the day and year in this certificate first above written.

W. C. Smith

SEAL.

Notary Public for the State of Idaho,
residing at Salmon, Idaho.

Recorded at request of James Isley at minutes past 9 o'clock
A. M. December 8th 1917 in Book X of Deeds, on page 254 Records of

THIS INDENTURE, Made this 1st day of July in the year of our Lord one thousand nine hundred and twenty-two (1922) between Laura A. Boomer and H. H. Boomer, her husband of Spokane County of Spokane State of Washington the parties of the first part, and Lemhi Irrigation & Orchard Company, Ltd. a corporation of Lemhi County 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 One Dollar and other considerations (\$1.00) 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, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said party of the second part, and to its successors and assigns forever, all the following described real estate, situated in Lemhi County State of Idaho, to wit: Lot Four (4) in Section Four (4); Lot One (1) in Section Five (5); Lots Two (2), Three (3) and Four (4), the South Half of the Northwest Quarter (SW $\frac{1}{2}$ NW $\frac{1}{4}$), the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$) and the West Half of the Southeast Quarter (W $\frac{1}{2}$ SE $\frac{1}{4}$) of Section Five (5); Lots One (1) and Ten (10) of Section Six (6); the Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section Eight (8); and the West Half (W $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Thirty-three (33), all in Township Twenty-two (22) North, Range Twenty-two (22), East of the Boise Meridian, in Lemhi County, State of Idaho.

TOGETHER With all and singular the tenements, hereditaments and appurtenances therunto 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 parties of the first part:

TO HAVE AND TO HOLD, All and singular the above mentioned and described premises, together with the appurtenances, unto the party of the second part, and to its successors and assigns forever. And the said parties of the first part, and their heirs, the said premises in the quiet and peaceable possession of the said party of the second part, its successors and assigns, against the said parties 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 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

Arthur W. Davis

Laura A. Boomer (Seal)
H. H. Boomer (Seal)

Documentary stamps \$25.00; JUL 1 1922; H. H. B.

STATE OF WASHINGTON,) ss.

County of Spokane)

On this 1st day of July in the year 1922, before me Arthur W. Davis, a Notary Public in and for said County, personally appeared Laura A. Boomer and H. H. Boomer, her husband 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.

SEAL

Arthur W. Davis
Notary Public, residing at Spokane Washington

STATE OF IDAHO,) ss.

County of Lemhi)

I hereby certify that this instrument was filed for record at the request of H. H. Boomer at 1 minutes past 9 o'clock A. M., this 6th day of July A. D. 1922 in my office, and duly recorded in Book 26 of Deeds at page 202.

BY Schaefer M. Alexander
Deputy.

W. H. Thompson
Ex-Officio Recorder.

This Indenture, Made this

29th

day of

July

in the year of our

Lord one thousand nine hundred and twenty-two between J. Isley and Lillie Isley

husband and wife of the County of Lemhi, State of Idaho,

, the parties of the first part, and

Laura A. Boomer and H. H. Boomer husband and wife of Spokane, County of Spokane, State of Washington

the parties of the second part.

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

One and No/100

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, have GRANTED, BARGAINED and SOLD and by these presents do GRANT,

BARGAIN, SELL, CONVEY and CONFIRM unto the said parties of the second part, and to their heirs and assigns forever, all those certain lots, pieces or parcels of land situate, lying and being in the County of Lemhi, State of Idaho, and particularly described as follows, to wit:-

Lot Four (4) of Section Four, (4) and Lot One (1) of Section Five, (5) Township Twenty-two North, and the West Half of the Southwest quarter of Section Thirty-three in Township Twenty-three North, all in Range Twenty-two East of the Boise Meridian, containing 161.91 acres,

Together with all ditches, water and water rights belonging to said premises, appertaining thereto or used in connection therewith.

Together with all and singular and tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and also all estate, right, title, interest in and to the said property, possession, claim and demand whatsoever, as well in law as in equity, of the said parties of the first part, of in or to the said premises, and every part and parcel thereof, with the appurtenances.

TO HAVE AND HOLD all and singular, the above mentioned and described premises, together with the appurtenances, unto the parties of the second part, and to their heirs and assigns forever. And the said parties of the first part, and their heirs, the said premises in the quiet and peaceful possession of the said parties of the second part, their heirs and assigns, against the said parties 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 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

J. Isley [SEAL]

Lillie Isley [SEAL]

[SEAL]

STATE OF IDAHO, }
COUNTY OF LEMHI, } ss.

On this 11th day of August, in the year 1922, before me Allen C. Merritt

a. Notary Public

in and for the said County, personally appeared

J. Isley and Lillie Isley husband and wife, known to me to be the person S. A. R. subscribed to the within instrument, and acknowledged to me that the X 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.

S E A L

Allen C. Merritt

NOTARY PUBLIC OF THE STATE OF IDAHO
Residing at Salmon, Lemhi County, Idaho

Recorded at request of E. H. Gasterlin at 10 minutes past 1 o'clock P.M., October 17th, 1922, in Book 27 of Deeds, on page 7, Records of Lemhi County, Idaho.

By Edith M. Gasterlin County Recorder.

Deputy.

THIS INDENTURE, Made this 14th day of October, A.D. 1922, by and between the LEMHI IRRIGATION AND ORCHARD COMPANY, LTD., a corporation, the party of the first part, and FRANK B. BABCOCK, the party of the second part,

WITNESSETH:- That the said party of the first part, for and in consideration of the sum of Ten (\$10.00) Dollars, lawful money of the United States, to it in hand paid by the party of the second part, and other valuable consideration, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell and convey and confirm, unto the said party of the second part, his heirs and assigns forever, the following described property situate, locate and being in Lemhi County, State of Idaho, and particularly described as follows, to-wit:-

Southwest Quarter of Southwest Quarter of Section One (1); Southeast Quarter of Southeast Quarter of Section Two (2); and West Half of Northwest Quarter of Section Twelve (12), all in Township Twenty-one (21) North, Range Twenty-two (22) East:

Also Placer Claims Nos. One (1), Two (2) and Three (3) Consolidated Placers in Kirtley Creek District, Lot Nine hundred and ninety (990), and Placer Claims Nos. Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9) and Ten (10), Consolidated, Lot No. Four (4), in Kirtley Creek District:

Also Placer Claims "Portia", "Persia", "Arabia" and "Burmah" consolidated Placers Lot No. One thousand and Two (1002) in Kirtley Creek District, and "Soudan", "Asia", "Democrat", "Climax" and "Exit", Consolidated Placers Lot No. One thousand and four (1004) in said District, and "Mollie Gibson" consolidated Placer Lot No. Nine hundred and ninety-eight (998) in said District, and "Oversight", "Gold Gulch", "Emma-Julia", "Occident", "Orient" and "Lake", consolidated Placers Lot No. Nine hundred and ninety-nine (999) in said District, and "Compton", "Stine", "Grand-Outlet", "Daniels", "Patterson", "Rouse", "Comique Lots A and B" and "Noble", consolidated Placers Lot No. One thousand (1000) in said District, and "Nydia", "Nero", "Hector", "Achilles", "Ajax" and all that part of "Bonny Bell" not conveyed by the Lemhi Irrigation and Orchard Company, Ltd. to John H. Adams, Sr. and Mary Adams, his wife, by deed recorded in Book "Z" of Deeds page 426 in said County, all in consolidated Placers Lot No. One thousand and three (1003) in said District.

Also the South Half of South Half of Section Twenty (20), Southwest Quarter of Southeast Quarter of Section Twenty-one (21), South Half of Southwest Quarter of Section Twenty-one (21), Northwest Quarter of Northwest Quarter of Section Twenty-eight (28), North Half of Section Twenty-nine (29), West Half of Southeast Quarter of Section Twenty-nine (29), East Half of Southwest Quarter of Section Twenty-nine (29), Northwest Quarter of Southwest Quarter of Section Twenty-nine (29), all in Township Twenty-one (21) North, Range Twenty-three (23) East. Except that part of the Southwest Quarter of Southwest Quarter of said Section Twenty (20) conveyed by James Light and Lucy Light to James Beattie by deed dated July 30, 1897, recorded in Book I of Deeds Page 577, correction deed recorded in Book L of Deeds page 497, Records of Lemhi County, Idaho. Also excepting that part of the West Half of Northwest Quarter and Northwest Quarter of the Southwest Quarter of said Section Twenty-nine (29) excepted in deed from Phil Shennon to Josie Barrack dated April 27, 1892, recorded in Book F of Deeds at page 799, records of Lemhi County, Idaho. Also excepting that part of the Southeast Quarter of Southwest Quarter of said Section Twenty-nine (29), conveyed by Josie Barrack to the Gilmore and Pittsburgh Railroad Company, Ltd. by deed dated April 2, 1909, recorded in Book V of Deeds page 84, records of Lemhi County, Idaho.

Also Lot Four (4) of Section Four (4), Lots One (1), Two (2), Three (3) and Four (4) of Section Five (5) and the South Half of the Northwest Quarter of Section Five (5), Southwest Quarter of Northeast Quarter of Section Five (5), Northwest Quarter of Southeast Quarter of Section Five (5), Southwest Quarter of Southeast Quarter of Section Five (5), Lots One (1) and Ten (10), of Section Six (6), Northwest Quarter of Northeast Quarter of Section Eight (8), all in Township Twenty-two (22) North, Range Twenty-two (22) East. Except that portion of said Lot Four (4) of Section Five (5) and said Lots One (1) and Two (2) of Section Six (6), conveyed by Henry Griebner and Clara Griebner to L. Frank Geertson by deed dated April 24, 1906, recorded in Book L of Deeds page 616, records of Lemhi County, Idaho.

Also Northwest Quarter of Southwest Quarter of Section Thirty-three (33) and Southwest Quarter of Southwest Quarter of Section Thirty-three (33), in Township Twenty-three (23) North, Range Twenty-two (22) East.

Also Lots one (1) and Three (3) of Section Seventeen (17) and Lot three (3) of Section Sixteen (16), and all of that portion of Lot Seven (7) of Section Sixteen (16) lying north and West of the north fork of Kirtley Creek, all in Township Twenty-two (22) North Range Twenty-three (23) East.

Also East Half of Northeast Quarter of Section Three (3), Northwest Quarter of Northeast Quarter of Section Three (3), East Half of Northwest Quarter of Section Three (3), North Half of Southeast Quarter of Section Three (3), Southwest Quarter of Southeast Quarter of Section (3), Southeast Quarter of Northeast Quarter of Section Ten (10), West Half of Northeast Quarter of Section Ten (10), Northeast Quarter of Northwest Quarter of Section Ten (10), East Half of Southeast Quarter of Section Ten (10), Northeast Quarter of Section Eleven (11), and the Southwest Quarter of Northwest Quarter of Section Eleven (11), all in Township Twenty-one (21) North, Range Twenty-two (22) East.

Also that part of the Northwest Quarter of Southeast Quarter of said Section Eleven (11) conveyed by Paul Ziems and Anna Ziems to Lemhi Irrigation and Orchard Company, Ltd., by deed dated April 7, 1917, recorded in Book X of Deeds page 151, records of Lemhi County, Idaho.

Containing altogether Six thousand eight hundred four and two hundred fifty-nine one-thousandths (6,804.259) acres, more or less, embracing the Barrack, Hagel and Isley Ranches, whether specifically described herein or not.

Also two hundred twenty-five (225) inches decreed water rights from Carmen Creek, and three hundred fifty (350) inches from Salmon River Ditch, both for the Isley Ranch; an undivided three-fourth (3/4) interest in seventeen hundred (1700) inches from Lemhi River for the Hagel and Barrack Ranches; also one thousand (1000) inches from Kirtley Creek for Hagel Ranch, and three hundred twenty-five (325) inches decreed water rights from Bohannon Creek for the Barrack Ranch, together with all water rights and privileges pertaining to the above described lands or any part thereof.

TO HAVE AND TO HOLD THE SAME, Together with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, to the said party of the second part, his heirs and assigns forever. And the said Lemhi Irrigation and Orchard Company Ltd., party of the first part, for its successors and assigns, does covenant with the said party of the second part, his heirs and assigns, that it is well seized in fee of the lands and premises aforesaid and has good right to sell and convey the same in manner and form aforesaid; that the same are free from all encumbrances except taxes levied and assessed against the said property for the year 1922 and subsequent years.

And the above bargained and granted lands and premises, in the quiet and peaceable possession of the said party or the second part, his heirs and assigns, against all persons lawfully claiming, or to claim, the whole or any part thereof, the said party of the first part will warrant and defend.

IN TESTIMONY WHEREOF, the said party of the first party has caused these presents to be executed by its proper officers, and its corporate seal to be hereunto affixed, the day and year first above written.

LEMHI IRRIGATION AND ORCHARD COMPANY, LTD.,

By H. H. Boomer

As its President.

ATTEST: W. A. Monroe

Secretary.

S E A L

STATE OF WASHINGTON,) SS.
County of Spokane,)

On this 14th day of October, A.D. 1922, before me personally appeared H. H. BOOMER and W. A. MONROE, to me known to be the President and Secretary respectively of the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

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

SEAL

Harry T. Davenport
NOTARY PUBLIC in and for the State of
Washington, residing at Spokane.

Documentary stamps \$100.00; L.I.O; 1/18/23.

Recorded at the request of Citizens National Bank of Salmon, January 19th, 1923, at 4 minutes past 4 o'clock P. M., in Book 26 of Deeds pages 341 & 342, Records of Lemhi County, Idaho.

BY John M. Davenport
Deputy.

John M. Davenport
County Recorder.

REAL ESTATE MORTGAGE

THIS INDENTURE, Made this fifteenth day of January in the year of our Lord one thousand nine hundred and twenty-three

BETWEEN Frank E. Babcock and Ida Babcock, his wife, the parties of the first part, and CONTINENTAL LIFE INSURANCE COMPANY, a Missouri Corporation, party of the second part:

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of One and no/100 Dollars, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell, convey and confirm unto the said party of the second part, and to its successors and assigns forever, the following described tracts, lots or parcels of land situated, lying and being in the county of Lemhi, State of Idaho, and particularly bounded and described as follows, to-wit:

Southwest Quarter of Southwest Quarter of Section One (1); Southeast Quarter of Southeast Quarter of Section Two (2); and West Half of Northwest Quarter of Section Twelve (12), all in Township Twenty-one (21) North, Range Twenty-two (22) East:

Also Placer Claims Nos. One (1), Two (2) and Three (3) Consolidated Placers in Kirtley Creek District, Lot Nine hundred and ninety (990), and Placer Claims Nos. Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9) and Ten (10), Consolidated, Lot No. Four (4), in Kirtley Creek District:

Also Placer Claims "Portia", "Persia", "Arabia" and "Burmah" consolidated Placers Lot No. One thousand and two (1002) in Kirtley Creek District, and "Soudan", "Asia", "Democrat", "Climax" and "Exit", Consolidated Placers Lot No. One thousand and four (1004) in said District, and "Mollie Gibson" consolidated Placer Lot No. Nine hundred and ninety-eight (998) in said District, and "Oversight", "Gold Gulch", "Emma-Julia", "Occident", "Orient" and "Lake", consolidated Placers Lot No. Nine hundred and ninety-nine (999) in said District, and "Compton", "Stine", "Grand-Outlet", "Daniels", "Patterson", "House", "Comique Lots A and B" and "Noble", consolidated Placers Lot No. One thousand (1000) in said District, and "Nydia", "Nero", "Hector", "Achilles", "AJax" and all that part of "Bonney Bell" not conveyed by the Lemhi Irrigation and Orchard Company, Ltd. to John H. Adams, Sr. and Mary Adams, his wife, by deed recorded in Book "Z" of Deeds page 426 in said County, all in consolidated Placers Lot No. One thousand and three (1003) in said District.

Also the South Half of South Half of Section Twenty (20), Southwest Quarter of Southeast Quarter of Section Twenty-one (21), South Half of Southwest Quarter of Section Twenty-one (21), Northwest Quarter of Northwest Quarter of Section Twenty-eight (28), North Half of Section Twenty-nine (29), West Half of Southeast Quarter of Section Twenty-nine (29), East Half of Southwest Quarter of Section Twenty-nine (29), Northwest Quarter of Southwest Quarter of Section Twenty-nine (29), all in Township Twenty-one (21) North, Range Twenty-three (23) East. Except that part of the Southwest Quarter of Southwest Quarter of said Section Twenty (20) conveyed by James Light and Lucy Light to James Beattie by deed dated July 30, 1897, recorded in Book I of Deeds page 577, correction deed recorded in Book L of Deeds page 497, Records of Lemhi County, Idaho. Also excepting that part of the West Half of Northwest Quarter and Northwest Quarter of the Southwest Quarter of said Section Twenty-nine (29) excepted in deed from Phil Shennon to Josie Barrack dated April 27, 1892, recorded in Book F of Deeds at page 799, records of Lemhi County, Idaho. Also excepting that part of the Southeast Quarter of Southwest Quarter of said Section Twenty-nine (29), conveyed by Josie Barrack to the Gilmore and Pittsburgh Railroad Company, Ltd. by deed dated April 2, 1909, recorded in Book V of Deeds page 84, records of Lemhi County, Idaho.

Also Lot Four (4) of Section Four (4), Lots One (1), Two (2), Three (3) and Four (4) of Section Five (5) and the South Half of the Northwest Quarter of Section Five (5), Southwest Quarter of Northeast Quarter of Section Five (5), Northwest Quarter of Southeast Quarter of Section Five (5), Southwest Quarter of Southeast Quarter of Section Five (5), Lots One (1) and Ten (10) of Section Six (6), Northwest Quarter of Northeast Quarter of Section Eight (8), all in Township Twenty-two (22) North, Range Twenty-two (22) East. Except that portion of said Lot Four (4) of Section Five (5) and said Lots One (1) and Two (2) of Section Six (6), conveyed by Henry Griebner and Clara Griebner to L. Frank Geertson by deed dated April 24, 1906, recorded in Book L of Deeds page 616, records of Lemhi County, Idaho.

Also Northwest Quarter of Southwest Quarter of Section Thirty-three (33) and Southwest Quarter of Southwest Quarter of Section Thirty-three (33), in Township Twenty-three (23) North, Range Twenty-two (22) East.

Also Lots One (1) and Three (3) of Section Seventeen (17) and Lot Three (3) of Section Sixteen (16), and all of that portion of Lot Seven (7) of Section Sixteen (16) lying north and west of the north fork of Kirtley Creek, all in Township Twenty-two (22) North Range Twenty-three (23) East.

Also East Half of Northeast Quarter of Section Three (3), Northwest Quarter of Northeast Quarter of Section Three (3), East Half of Northwest Quarter of Section Three (3), North Half of Southeast Quarter of Section Three (3), Southwest Quarter of Southeast Quarter of Section Three (3), Southeast Quarter of Northeast Quarter of Section Ten (10), West Half of Northeast Quarter of Section Ten (10), Northeast Quarter of Northwest Quarter of Section Ten (10), East Half of Southeast Quarter of Section Ten (10), Northeast Quarter of Section Eleven (11) and the Southwest Quarter of Northwest Quarter of Section Eleven (11), all in Township Twenty-one (21) North, Range Twenty-two (22) East.

Containing altogether Six thousand eight hundred four and two hundred fifty-nine one-thousandths (6,804.259) acres, more or less, embracing the Barrack, Hagel and Isley Ranches, whether specifically described herein or not.

Also two hundred twenty-five (225) inches decreed water rights from Carmen Creek, and three hundred fifty (350) inches from Salmon River Ditch, both for the Isley Ranch; an undivided three-fourth ($\frac{3}{4}$) interest in seventeen hundred (1700) inches from Lemhi River for the Hagel and Barrack Ranches; also one thousand (1000) inches from Kirtley Creek for Hagel Ranch, and three hundred twenty-five (325) inches decreed water rights from Bohannon Creek for the Barrack Ranch, together with all water rights and privileges pertaining to the above described lands or any part thereof.

Together with all other rights to the use of water for irrigating said premises and for domestic use thereon to which the said first parties, or the premises hereby conveyed, are now or may hereafter become entitled, or which now are or may hereafter be used on said premises, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining. Together with all the rents, issues and profits derived from said premises after default occurs by the parties of the first part in the performance of any of the conditions or covenants of said promissory notes or this mortgage, including the period allowed by law for redemption in event of the sale of said above premises under foreclosure proceedings.

TO HAVE AND TO HOLD the said premises, together with the tenements, hereditaments and appurtenances thereunto belonging unto the party of the second part and to its successors and assigns forever, and the said parties of the first part, for themselves, their heirs and assigns do hereby covenant to and with the said party of the second part, its successors and assigns, that they are the owners in fee simple of said premises; that said premises are free from all encumbrances; that they have good right to sell and convey the same; that they, the said parties of the first part, will warrant and forever defend the same in the quiet and peaceable possession of the said party of the second part, its successors and assigns, forever against the lawful claims of all and every person or persons whomsoever.

And the said parties of the first part hereby expressly waive and release all rights, benefit, privilege, claim and exemption of homestead in and to the said premises and every part thereof.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of Eighty five thousand and no/100 Dollars, according to the terms and conditions of five certain first mortgage notes numbered 1, 2, 3, 4 and 5, four of which are for the principal sum of \$5,000.00 each, and one being for the principal sum of \$65,000.00 Gold Coin of the United States of America, all bearing even date herewith and payable at St. Louis, Missouri, on first days of February, 1924, 1925, 1926, 1927 and 1928, respectively with interest thereon at the rate of seven per cent per annum from date thereof payable annually as per interest notes attached to said first mortgage notes respectively, but with interest at the rate of ten per cent per annum on said five first mortgage notes and on the said several interest notes thereof after the same becomes due and payable, which said first mortgage note and interest notes are made and executed by the said Frank B. Babcock and Ida Babcock, his wife, payable to said party of the second part; if such payment shall be made according to the terms and conditions thereof, and the said parties of the first part shall keep and perform all the covenants, terms and conditions of this mortgage as herein provided, then this mortgage shall be void, otherwise shall remain in full force and effect.

The said parties of the first part hereby agree to keep the buildings and other improvements on the said premises in good repair and to keep said buildings insured against loss by fire at all times during the continuance of this mortgage in some reliable insurance company or companies, to be approved by said party of the second part, its successors or assigns, and to deliver the policy or policies of insurance to the party of the second part, in the sum of Twelve thousand and no/100 Dollars Gold Coin of the United States, payable to the said second party, its successors or assigns.

And the said parties of the first part hereby agree to pay all insurance premiums which may be necessary to maintain the said insurance; all taxes which may at any time be levied on this mortgage or on the indebtedness hereby secured in the State of Idaho; all taxes, water rates and assessments, charges, Incumbrances, mechanics' liens or other liens; and all assessments whatsoever levied or put upon said premises prior to or during the continuance of this mortgage when the same become due and payable; and if not so paid it is agreed that said second party, its successors or assigns, may at any time after such default, at its or their option, pay the same or any part thereof, and such payment shall not operate as a waiver of such default or of the right to immediate foreclosure; and the sum or sums so paid shall be secured by this mortgage, and be collected in the same manner as the principal sum hereby secured, with interest thereon from the date of such payment or payments at the rate of ten per cent per annum until paid.

The mortgagors expressly waive the right to direct the manner of sale of the mortgaged premises if this mortgage is foreclosed, and agree that said premises shall be treated and sold as one lot or parcel of land in such event.

And the said parties of the first part agree to reimburse said party of the second part, its successors and assigns, for all sums expended by it in procuring any continuation of the abstract of title to the premises hereby mortgaged, and this mortgage shall be security for the payment of same.

IT IS AGREED That in case of default in any of said payments of principal or interest, or any part thereof, according to the terms and conditions of said first mortgage note, or said interest notes or either or any of them, or in the event of breach, violation

or non-performance of any of the agreements, covenants or warranties herein contained or referred to, then and in that case the whole of said principal, with interest as provided and all other moneys secured by this mortgage shall become due, and the second party, its successors or assigns, may at its or their option, without demand or notice, foreclose this mortgage in the manner provided by law, and recover all moneys due thereunder, and in case action shall be commenced for this purpose the said first parties agree to pay all court and other costs and a reasonable sum as attorney's fee in such action.

And the said parties of the first part further covenant and agree that in the event of a sale of said premises or any part or parts thereof under and by virtue of the provisions of this mortgage, the purchaser or purchasers thereof shall have immediate and peaceable possession of the same.

AND IT IS FURTHER EXPRESSLY AGREED That in case action is brought to foreclose this mortgage, the court shall, on the motion of the party of the second part, its successors or assigns, and without notice to the said parties of the first part, their heirs or assigns, appoint a receiver to collect the rents and profits arising out of said premises during the pendency of such foreclosure, and such amounts and profits shall be applied in payment PRO TANTO of the amount due under this mortgage.

First parties jointly and severally agree and consent that a deficiency judgment may be entered against any and all of the first parties in any action brought to foreclose this mortgage.

IN WITNESS WHEREOF, the First Parties have hereunto set their hands and seals this fifteenth day of January, 1923.

Signed, Sealed and Delivered in the Presence of)

Frank B. Babcock (SEAL)
Ida Babcock (SEAL)

STATE OF IDAHO)
County of Lemhi) ss.

On this 16th day of January, 1923, before me Erle H. Casterlin a Notary Public, within and for said County and State, personally appeared Frank B. Babcock and Ida Babcock his 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 at my office in said County the day and year first above written.

My commission expires March 29, 1923

Erle H. Casterlin
Notary Public.

SEAL

STATE OF IDAHO,)
COUNTY OF LEMHI) ss.

I hereby certify that the within Mortgage was filed in this office for record on the 19th day of January, A.D. 1923, at 4:05 o'clock P. M. at the request of Citizens National Bank of Salmon and recorded on pages 574, 575 & 576 of Book K of Mortgages.

BY

Deputy.

County Recorder.

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF
IDAHO IN AND FOR THE COUNTY OF LEMHI.

State Finance Company,
a Corporation Plaintiff,
vs

Frank B. Babcock and Ida Babcock
husband and wife, E.L. Spencer and
E.L. Spencer, husband and wife, Lemhi
Irrigation and Orchard Company Ltd.,
a corporation, and V.T. Boomer and Laura
Boomer, husband and wife,
Defendants.

NOTICE OF LEVY ON REAL ESTATE
ON ATTACHMENT.

NOTICE IS HEREBY GIVEN, That under and by virtue of a Writ of Attachment issued out of the above entitled Court in the above entitled action, of which the annexed Writ is a true copy, I have this day attached and levied upon all the right, title, claim and interest of Frank B. Babcock defendant, (or either of them), of, in and to the following described real estate, standing on the records of Lemhi County, State of Idaho, in the name of Frank B. Babcock and particularly described as follows:

Southwest Quarter of the Southwest Quarter of Section One, Southeast Quarter of the Southeast Quarter of Section Two; And the West Half of the Northwest Quarter of Section Twelve, all in Township Twenty-one north Range Twenty-two East;

Also Placer claims Nos. One, Two, and Three Consolidated placers, in Kirtley Creek District, Lot 990, and Placer Claims Nos. Four, Five, Six, Seven, Eight, Nine and Ten, Consolidated Lot No. Four in Kirtley Creek District;

Also Placer Claims "Portia", "Persia", "Arabia", and "Eumab" Consolidated Placers Lot No. 1002, in Kirtley Creek District, and "Soudan", "Asia", "Democrat", "Climax", and "Exit" Consolidated placers Lot 1004, in said District, and "Mollie Gibson" Consolidated Placer Lot No. 998, in said District, and "Oversight", "Gold Gulch", "Emma-Julia", "Occident", "Orient", and "Lake" Consolidated placers Lot 999 in said District, and "Compton", "Stine", "Grand Outlet", "Daniels", "Patterson", "Fouse", "Comique" Lots A and B, and "Bobbe" Consolidated placers Lot 1000, in said District, and Nydia", "Nero", "Hector", "Achilles", "Ajax", and all that part of "Sonny Bell" not conveyed by the Lemhi Irrigation and Orchard Company, Ltd., to John V. Adams, Sr. and Mary Adams, his wife, by deed recorded in Book "2" of Deeds page 426 in said County, all in consolidated placers Lot No. 1003, in said District.

Also the South Half of the South Half of Section Twenty, Southwest Quarter of the Southwest Quarter of Section Twenty-one, Northwest quarter of the Northwest Quarter of Section Twenty-eight; South Half of the Southwest Quarter of Section Twenty-one; North half of Section Twenty-nine; West Half of the Southeast Quarter of Section Twenty-nine; East Half of the Southwest Quarter Section Twenty-nine; Northwest Quarter of the Southwest Quarter of Section Twenty-nine; all in Township Twenty-one, North Range Twenty-three East (Except that part of the Southwest Quarter of the Southwest Quarter of said section Twenty conveyed by James Light and Lucy Light to James Beattie by deed dated July 30th, 1897, recorded in Book "I" of deeds, page 577, correction deed recorded in Book "L" of Deeds page 497, Records of Lemhi County, Idaho) Also (excepting that part of the West Half of the Northwest Quarter and Northwest Quarter of the Southwest quarter of said Section Twenty-nine excepted in deed from Phil Shennon to Josie Barrack dated April 27, 1892, recorded in book "H" of Deeds page 799, records of Lemhi County, Idaho), Also (excepting that part of the Southeast quarter of the Southwest quarter of said Section Twenty-nine conveyed by Josie Barrack to the Gilmore and Pittsburgh Railroad Company, Ltd. by deed dated April 2, 1909, recorded in book "V" of Deeds, page 84, Records of Lemhi County, Idaho.

Also Lot Four of Section Four, Lots One, Two, Three, and Four of Section Five, and the South Half of the Northwest Quarter of Section Five, and the Southwest quarter of the Northeast Quarter of Section Five, Northwest Quarter of the Southeast quarter of Section Five, the Southwest quarter of the Southeast quarter of Section Five, Lots One and Ten, of Section Six, and the Northwest Quarter of the Northeast Quarter of Section Eight, all in Township Twenty-two North of Range twenty-two east (except that portion of Lot Four of Section Five and said Lots One and Two of Section Six conveyed by Henry Griebner and Clara Griebner to L. Frank Geertson by deed dated April 24th 1906, recorded in Book "L" of deeds at page 610, Records of Lemhi County, Idaho.

Also the Northwest quarter of the Southwest quarter of Section Thirty-three and the Southwest quarter of the Southwest Quarter of Section Thirty-three in Township Twenty-three North, Range Twenty-two East.

Also Lots One and Three of Section Seventeen and Lot Three of Section Sixteen, and all that portion of Lot Seven of Section Sixteen lying north and west of the North Fork of Kirtley creek - all in Township Twenty-two, North Range Twenty-three East.

Also the East Half of the Northeast Quarter of Section Three; the Northwest Quarter of the Northeast Quarter of Section Three; the East Half of the Northwest Quarter of Section Three; the North Half of the Southeast Quarter of Section Three; the Southwest Quarter of the Southeast Quarter of Section Three; the Southeast Quarter of the Northeast Quarter of Section Ten, the West Half of the Northeast Quarter of Section Ten; The Northeast Quarter of the Northwest Quarter of Section Ten; the East Half of the Southeast Quarter of Section Ten; the Northeast Quarter of Section Eleven and the Southwest Quarter of the Northwest Quarter of Section Eleven, all in Township Twenty-one North of

Range Twenty-two East.

Also all that part of the Northwest Quarter of the Southeast Quarter of Section Eleven, conveyed by Paul Wiems and Anna Wiems to Lemhi Irrigation and Orchard Company, Ltd., by deed dated April 7, 1917, Recorded in Book "X" of Deeds page 151, records of Lemhi County, Idaho, containing altogether 6,604.259 acres, more or less, embracing the Larrack, Hagle, and Isley Ranches, whether specifically described herein or not.

Also 225 inches decreed water rights from Carven Creek and 350 inches from Salmon River, both for the Isley Ranch, and an undivided three-fourths interest in 1700 inches from Lemhi River for the Hagel and Barrack Ranches, also 1000 inches from Kirtley Creek, for Hagel Ranch, and 325 inches decreed water rights from Bohannon Creek, for the Barrack Ranch.

Together with all water rights and privileges pertaining to the above described lands or any part thereof.

All of said land being East of the Boise Meridian.

Dated this 14th day of January, 1924.

Donald E. Martin Sheriff

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE
OF IDAHO, IN AND FOR THE COUNTY OF LEMHI

State Finance Company,
a corporation, Plaintiff,
vs

Frank B. Babcock and Ida Babcock
husband and wife, H. L. Spencer and
F. E. Spencer, husband and wife, Lemhi
Irrigation and Orchard Company,
Ltd., a corporation and H. H. Boomer and
Laura Boomer husband and wife,
Defendants.

WRIT OF ATTACHMENT

THE STATE OF IDAHO

TO THE SHERIFF OF THE COUNTY OF LEMHI, Greeting.

WHEREAS, The above entitled action was commenced in the District Court of the Sixth Judicial District of the State of Idaho, in and for the County of Lemhi by the plaintiff in said action, to recover from the defendant in said action the sum of Sixteen Thousand Five Hundred Twenty-four 40/100 Dollars, law ful money of the United States, besides interest at the rate of Eight (8) per cent per annum from the 23d day of February A.D. 1923, and costs of suit and the necessary affidavit and undertaking herein having been filed, as required by law.

NOW, WE DO THEREFORE COMMAND YOU, The said Sheriff, that you attach and safely keep all the property of the said defendant Frank B. Babcock within your said County, not exempt from execution, or so much thereof as may be sufficient to satisfy said plaintiff's demand, as above mentioned, unless the said defendant give you security by the undertaking of at least two sufficient sureties; in an amount sufficient to satisfy such demand, besides costs, or in an amount equal to the value of the property which has been or is about to be attached; in which case you will take such undertaking, And thereof make due and legal service and return.

Witness The honorable Ralph W. Adair Judge of the said District Court, this 12th day of January A.D. 19__

ATTEST My hand and the Seal of said Court, the day and year last above written.

W. W. Simmonds

-Seal-

Clerk.

Recorded at the request of Donald E. Martin January 14th, 1924, at 15 minutes past 3 o'clock P.M., in Book A of Attachments pages 403 and 404 Records of Lemhi County, Idaho.

W. W. Simmonds
County Recorder.

By _____
Deputy.

IN THE SIXTH JUDICIAL DISTRICT COURT IN AND FOR THE COUNTY OF
LEMHI, STATE OF IDAHO.

Continental Life Insurance Company,
a corporation,

Plaintiff,

Vs.

LIS PENDENS.

Frank E. Babcock, Ida Babcock,
Lemhi Irrigation and Orchard
Company, Ltd., a corporation,
E. L. Spencer, F. E. Spencer,
State Finance Company, a corporation,
W. H. Boomer, Laura Boomer,

Defendants.

NOTICE is hereby given that plaintiff has commenced an action in the above entitled court, against the above named defendants, which action is now pending, to foreclose and determine the lien of a mortgage executed by defendants Frank E. Babcock and Ida Babcock to to plaintiff, dated January 15, 1923, recorded January 15, 1923, in Book K of Mortgages at Pages 574, 575 and 576 of the Records of Lemhi County, Idaho, covering the following described property in said Lemhi County, Idaho, to-wit:

Southwest Quarter of Southwest Quarter of Section One (1); Southeast Quarter of Southeast Quarter of Section Two (2); and West Half of Northwest Quarter of Section Twelve (12), all in Township Twenty-one (21) North, Range Twenty-two (22) East:

Also Placer Claims Nos. One (1), Two (2) and Three (3) Consolidated Placers in Kirtley Creek District, Lot Nine Hundred and ninety (990), and Placer Claims Nos. Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9) and Ten (10), Consolidated, Lot No. Four (4), in Kirtley Creek District.

Also Placer Claims "Portia", "Persia", "Arabia" and "Burmah" Consolidated Placers Lot No. One Thousand and Two (1002) in Kirtley Creek District, and "Soudan", "Asia", "Desacrat", "Climax" and "Exit", consolidated Placers Lot No. One Thousand and four (1004) in said District, and "Mollie Gibson" consolidated Placer Lot No. Nine Hundred and ninety-eight (998) in said District, and "Oversight", "Gold Gulch", "Imma-Julia", "Occident", "Orient" and "Lake", Consolidated Placers Lot No. Nine Hundred and ninety-nine (999) in said District, and "Compton" "Stine", "Grand-Outlet", "Daniels", "Patterson", "Fouse", "Comique" Lots "A and E" and "Voble", consolidated Placers Lot No. One Thousand (1000) in said District, and "Nydia", "Vero", "Hector", "Archilles", "Ajax" and all that part of "Bonny Bell" not conveyed by the Lemhi Irrigation and Orchard Company, Ltd., to John W. Adams, Sr. and Mary Adams, his wife, by deed recorded in Book "3" of Deeds, page 426 in said County, all in consolidated Placers Lot No. One Thousand and three (1003) in said District.

Also the South Half of South Half of Section Twenty (20) Southwest Quarter of Southeast Quarter of Section Twenty-one (21), South Half of Southwest Quarter of Section Twenty-one (21), Northwest Quarter of Northwest Quarter of Section Twenty-eight (28), North Half of Section Twenty-nine (29), West Half of Southeast Quarter of Section Twenty-nine (29), East Half of Southwest Quarter of Section Twenty-nine (29), Northwest Quarter of Southwest Quarter of Section Twenty-nine (29), all in Township Twenty-one (21) North, Range Twenty-three (23) East: Except that part of the Southwest Quarter of Southwest Quarter of said Section Twenty (20) conveyed by James Light and Lucy Light to James Beattie by deed dated July 30, 1897, recorded in Book 1 of Deeds, page 577, correction deed recorded in Book L of Deeds, page 497, Records of Lemhi County, Idaho. Also excepting that part of the West Half of Northwest Quarter and northwest Quarter of the Southwest Quarter of said Section Twenty-nine (29) excepted in deed from Phil Shennon to Josie Barrack dated April 27, 1892, recorded in Book F of Deeds at page 799, records of Lemhi County, Idaho. Also excepting that part of the Southeast Quarter of Southwest Quarter of said Section Twenty-nine (29), conveyed by Josie Barrack to Gilmore and Pittsburgh Railroad Company, Ltd., by deed dated April 2, 1902, recorded in Book V of Deeds page 84, records of Lemhi County, Idaho.

Also Lot Four (4) of Section Four (4), Lots One (1), Two (2), Three (3) and Four (4) of Section Five (5) and the South Half of the Northwest Quarter of Section Five (5), Southwest Quarter of Northeast Quarter of Section Five (5), Northwest Quarter of Southeast Quarter of Section Five (5), Southwest Quarter of Southeast Quarter of Section Five (5), Lots One (1) and Ten (10) of Section Six (6), Northwest Quarter of Northeast Quarter of Section Eight (8), all in Township Twenty-two (22) North, Range Twenty-two (22) East, Except that portion of said Lot Four (4) of Section Five (5) and said Lots One (1) and Two (2) of Section Six (6), conveyed by Henry Griebner and Clara Griebner to L. Frank Geertson by deed dated April 24, 1906, recorded in Book L of Deeds page 616, records of Lemhi County, Idaho.

Also Northwest Quarter of Southwest Quarter of Section Thirty-three (33) and Southwest Quarter of Southwest Quarter of Section Thirty-three (33), in Township Twenty-three (23) North, Range Twenty-two (22) East.

Also Lots One (1) and Three (3) of Section Seventeen (17) and Lot Three (3) of Section Sixteen (16), and all of that portion of Lot Seven (7) of Section Sixteen (16) lying North and west of the north fork of Kirtley Creek, all in Township Twenty-two (22) North Range Twenty-three (23) East.

Also East Half of Northeast Quarter of Section Three (3), Northwest Quarter of Northeast Quarter of Section Three (3), East Half of Northwest Quarter of Section Three (3), North Half of Southeast Quarter of Section Three (3), ~~West Half of Southeast Quarter of Section Three (3)~~, Southwest Quarter of Southeast Quarter of Section Three (3), Southeast Quarter of Northeast Quarter of Section Ten (10), West Half of Northeast Quarter of Section Ten (10), Northwest Quarter of Northwest Quarter of Section Ten (10), East Half of Southeast Quarter of Section Ten (10), Northeast Quarter of Section Eleven (11) and the Southwest Quarter of Northwest Quarter of Section Eleven (11), all in Township Twenty-one (21) North, Range Twenty-two (22) East.

Also that part of the Northwest Quarter of Southeast Quarter of said Section Eleven (11) conveyed by Paul Zeims and Anna Zeims to Lemhi Irrigation and Orchard Company, Ltd., by deed dated April 7, 1917, recorded in Book X of Deeds page 151, records of Lemhi County, Idaho.

Containing altogether Six Thousand eight hundred four and two hundred fifty-nine one-thousandths (6,804.259) acres, more or less, embracing the Barrack, Hagel and Isley Ranches, whether specifically described herein or not.

Together with 225 inches of the waters of Garman Creek, evidenced by decree of Court, appurtenant to the Isley Ranch, and together with 350 inches of the waters of Salmon River, appurtenant to the Isley Ranch, and together with an undivided three-fourth (3/4) interest in seventeen hundred (1700) inches of the waters of Lemhi River, appurtenant to the Hagel and Barrack Ranches, and together with one thousand (1000) inches of the waters of Kirtley Creek appurtenant to the Hagel Ranch, and together with three hundred twenty-five (325) inches of the waters of Rohachen Creek, evidenced by decree of court and appurtenant to the Barrack Ranch, and together with all other ditch and water rights, and rights to the use of water for irrigating said premises, or for domestic use thereon, to which Frank E. Babcock and Ida Babcock, or the said premises, were on January 15, 1923 or thereafter entitled and which were then or thereafter used on said premises, however evidenced, and together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

Dated this 7th day of August, 1924.

Otto E. McCutcheon.
Address, Idaho Falls, Idaho.
Wm. A. Hilton.
Address: 511 McCormick Building
Salt Lake City, Utah.
Attorneys for Plaintiff.

Recorded at the request of Allen C. Merritt, August 8th, 1924 at 38 minutes past 11 o'clock A. M., in Book B of Lis Pendens, pages 133 and 134, Records of Lemhi County, Idaho.

Fee: \$3.00 Paid

W. A. Hilton
County Recorder

IN THE SIXTH JUDICIAL DISTRICT COURT IN AND FOR LEMHI
COUNTY, STATE OF IDAHO.

CONTINENTAL LIFE INSURANCE

COMPANY, a corporation,

Plaintiff,

vs.

DECREE OF FORECLOSURE.

Frank E. Babcock, Ida

Babcock, Lemhi Irrigation

and Orchard Company, Ltd.,

a corporation, E. L. Spencer,

F. E. Spencer, State Finance

Company, a corporation, H. H.

Boomer, Laura Boomer,

Defendants.

The above entitled cause came on regularly to be heard, in open Court, before Honorable Ralph W. Adair, Judge, on this 15th day of July, 1925, upon complaint of plaintiff, Otto E. McCutcheon and W. A. Hilton appearing as attorneys for plaintiff, and none of the Defendants appearing either in person or by counsel, and the Court having heard all of the evidence and proof adduced herein, and having duly considered the same, and being fully advised in the premises, and it appearing to the satisfaction of the Court:

-1-

That each and every of the defendants herein has been duly and regularly served with Summons according to law; that defendants Lemhi Irrigation and Orchard Company, Ltd., a corporation, H. H. Boomer and Laura Boomer each appeared in said cause, by their attorney E. H. Casterlin, by jointly filing a demurrer to plaintiff's complaint, and thereafter, with leave of the Court, withdrawing the same and thereafter each disclaiming any and all interest in law or equity in and to the premises mentioned and described in plaintiff's complaint herein by their written disclaimer herein on file; that defendants Frank E. Babcock, Ida Babcock, E. L. Spencer, F. E. Spencer and the State Finance Company, a corporation, have not appeared in said cause either in person or by counsel; that the time within which said defendants might plead, answer or demur to plaintiff's complaint herein on file has expired, and that the default of said defendants Frank E. Babcock, Ida Babcock, E. L. Spencer, F. E. Spencer and the State Finance Company, a corporation, and each of them, for failure to appear and plead in said cause has been duly entered.

-11-

That on or about the 8th day of August, 1924, plaintiff duly filed notice of the pendency of this suit containing the names of the parties thereto, the object of the action, and a description of the property affected thereby, in the office of the Recorder of Lemhi County, Idaho, where said property is situated, and caused the same to be recorded.

-111-

That on or about the 15th day of January, 1923, for value, defendants Frank E. Babcock and Ida Babcock executed and delivered to plaintiff their five certain promissory notes, wherein and whereby they promised to pay to plaintiff or order at its office in St. Louis, Missouri, the aggregate sum of Eighty-five Thousand (\$85,000.00) Dollars, the said notes being numbered 1, 2, 3, 4 and 5, and more particularly described as follows, to-wit:

Principal note No. 1, for Five Thousand (\$5,000.00) Dollars, due and payable on the 1st day of February, 1924, providing for interest at the rate of seven per cent per annum prior to maturity and at the rate of ten per cent per annum from maturity until paid, the said interest prior to maturity being evidenced by interest coupon note numbered one, signed by said defendants and providing for interest at the rate of ten per cent per annum from maturity until paid.

Principal note No. 2, for Five Thousand (\$5,000.00) Dollars, due and payable on the 1st day of February, 1925, providing for interest at the rate of seven per cent per annum prior to maturity and at the rate of ten per cent per annum from maturity until paid, the said interest prior to maturity being evidenced by certain interest coupon notes numbered from one to two, inclusive, both signed by said defendants and both providing for interest at the rate of ten per cent per annum from maturity until paid.

Principal note No. 3, for Five Thousand (\$5,000.00) Dollars, due and payable on the 1st day of February, 1926, providing for interest at the rate of seven per cent per annum prior to maturity, payable annually on the first day of February of each year and at

the rate of ten per cent per annum from maturity until paid, the said interest prior to maturity being evidenced by certain interest coupon notes numbered from 1 to 3, inclusive, all signed by said defendants and all providing for interest at the rate of ten per cent per annum from maturity until paid.

Principal note No. 4, for Five Thousand (\$5,000.00) Dollars, due and payable on the 1st day of February, 1927, providing for interest at the rate of seven per cent per annum prior to maturity, payable annually on the 1st day of February of each year, and at the rate of ten per cent per annum from maturity until paid, the said interest prior to maturity being evidenced by certain interest coupon notes numbered from 1 to 4, inclusive, all signed by said defendants and all providing for interest at the rate of ten per cent per annum from maturity until paid.

Principal note No. 5, for Sixty-five Thousand (\$65,000.00) Dollars, due and payable on the 1st day of February, 1926, providing for interest at the rate of seven per cent per annum prior to maturity, payable annually on the 1st day of February of each year, and at the rate of ten per cent per annum from maturity until paid, the said interest prior to maturity being evidenced by certain interest coupon notes numbered from 1 to 5, inclusive, all signed by said defendants, and all providing for interest at the rate of ten per cent per annum from maturity until paid.

-IV-

That no part of principal note No. 1 has ever been paid. That Three Hundred Sixty-four and 58/100 (\$364.58) Dollars, interest, evidenced by interest coupon Note No. 1, on said principal note No. 1, fell due February 1, 1924, and no part thereof, and no part of any subsequent interest on said principal note No. 1, has ever been paid.

That no part of principal note No. 2, has ever been paid. That Three Hundred Sixty-four and 58/100 (\$364.58) Dollars interest, evidenced by interest coupon note No. 1, on said principal note No. 2, fell due February 1, 1924, and no part thereof has ever been paid. That Three Hundred Fifty (\$350.00) Dollars interest, evidenced by interest coupon note No. 2, on said principal note No. 2, fell due February 1, 1925, and no part thereof, and no part of any subsequent interest on said principal note No. 2, has ever been paid.

That no part of principal note No. 3, has ever been paid. That Three Hundred Sixty-four and 58/100 (\$364.58) Dollars interest, evidenced by interest coupon note No. 1, on said principal note No. 3, fell due February 1, 1924, and no part thereof, has ever been paid. That Three Hundred Fifty (\$350.00) Dollars interest, evidenced by interest coupon Note No. 2, on said principal note No. 3, fell due February 1, 1925, and no part thereof, and no part of any subsequent interest on said principal note No. 3, has ever been paid.

That no part of principal note No. 4, has ever been paid. That Three Hundred Sixty-four and 58/100 (\$364.58) Dollars interest, evidenced by interest coupon note No. 1, on said principal note No. 4, fell due February 1, 1924, and no part thereof has ever been paid. That Three Hundred Fifty (\$350.00) Dollars interest, evidenced by interest coupon note No. 2, on said principal note No. 4, fell due February 1, 1925, and no part thereof, and no part of any subsequent interest on said principal note No. 4, has ever been paid.

That no part of principal note No. 5, has ever been paid. That Four Thousand Seven Hundred Thirty-nine and 59/100 (\$4,739.59) Dollars interest, evidenced by interest coupon note No. 1, on said principal note No. 5, fell due February 1, 1924, and no part thereof has ever been paid. That Four Thousand Five Hundred Fifty (\$4,550.00) Dollars interest, evidenced by interest coupon note No. 2, on said principal note No. 5, fell due February 1, 1925, and no part thereof, and no part of any subsequent interest on said principal note No. 5, has ever been paid.

-V-

That for the purpose of securing the payment of said notes, defendants Frank B. Babcock and Ida Babcock, concurrently therewith, executed and delivered to plaintiff, their certain mortgage conditioned to secure the payment of said notes and interest according to the tenor thereof, which mortgage was duly acknowledged and certified so as to entitle it to be recorded, and the same was on the 19th day of January, 1923, recorded in Book K of Mortgages at Pages 574, 575 and 576 of the records of Lemhi County, State of Idaho, whereby said defendants, as owners thereof, mortgaged unto plaintiff the property hereinafter described.

-VI-

That plaintiff is the lawful owner and holder of said note and mortgage.

-VII-

That by and under the terms of said mortgage, "Exhibit A" it is expressly

provided that the mortgagors will pay all taxes and assessments levied or imposed upon said premises prior to and during the continuance of said mortgage, whenever the same shall become due and payable, and if not so paid, it is therein agreed that the mortgagee, its successors or assigns, may, at its option, at any time after such default, pay the same or any part thereof, and the sum or sums so paid shall be secured by said mortgage, together with interest thereon from the date or dates of said payments at the rate of ten per cent per annum. That defendants failed and neglected to pay the general taxes levied against said property, or a part thereof, for the year 1923. That on January 6, 1924, plaintiff paid the first half of the said taxes for the year 1923 at a cost of One Thousand Four Hundred Forty-three and 69/100 (\$1443.69) Dollars. That on June 21, 1924, plaintiff paid the last half of the said taxes for the year 1923 at a cost of One Thousand Four Hundred Thirty-eight and 67/100 (\$1438.67) Dollars. That defendants failed and neglected to pay the general taxes levied against said property, or a part thereof, for the year 1924. That on December 17, 1924, plaintiff paid the first half of the said taxes for the year 1924, at a cost of Nine Hundred Thirty and 61/100 (\$930.61) Dollars. That on June 20, 1925, plaintiff paid the last half of the said taxes for the year 1924, at a cost of Nine Hundred Thirty and 61/100 (\$930.61) Dollars. That plaintiff paid said taxes in order to protect its security. That the said sums so paid by plaintiff have not been repaid and the aggregate thereof is due and owing to plaintiff.

-VIII-

That by and under the terms of said mortgage, plaintiff's "Exhibit A", it is agreed that the defendants shall keep the buildings on said premises insured against loss by fire and shall pay all insurance premiums that may be necessary to maintain said insurance, and that in default of defendants so to do, plaintiff may pay the same, and the sum or sums so paid shall be secured by said mortgage, and shall draw interest at the rate of ten per cent per annum from the date or dates so paid. That defendants failed and neglected to maintain said insurance, in consequence whereof plaintiff on the 15th day of July, 1924, caused said buildings to be insured against loss by fire and paid the premium therefor at a cost of One Hundred Twenty-five and 60/100 (\$125.60) Dollars, and again on March 9, 1925, plaintiff caused said buildings to be insured against loss by fire and paid the premiums therefor at a cost of Three Hundred Sixty and 20/100 (\$360.20) Dollars. That plaintiff paid said fire insurance premiums in protection of its security. That the sums so paid by plaintiff have not been repaid and the aggregate thereof is due and owing to plaintiff.

-IX-

That by and under the terms of said notes and mortgage, it is expressly provided that in the event of default of defendants to make the payments therein provided to be made, plaintiff might, at its option, without notice, declare the full amount thereof at once due and payable. That because of the aforesaid defaults of defendants, plaintiff elected to and did declare the full amount secured by said mortgage due and payable prior to the commencement of this action.

-X-

That by and under the terms of said mortgage it is expressly provided that in the event of foreclosure defendants shall pay all costs and expenses thereof, and the costs to plaintiff of continuations to the abstract of title, and a reasonable attorneys' fee; That a reasonable attorneys' fee for this Court to allow is Nine Thousand Eight Hundred Fifty (\$9850.00) Dollars.

-XI-

That by and under the terms of said mortgage, it is expressly provided that in the event of foreclosure the mortgagors shall waive the right to direct the manner of sale of the mortgaged premises, and expressly agree that in the event of foreclosure the said premises shall be treated and sold as one lot or parcel of land.

-XII-

That the following items are now due and owing to plaintiff:

Principal of principal note No. 1 - - - - -	\$5000.00
Interest thereon at ten per cent per annum from February 1,	
1924 to July 15, 1925 - - - - -	227.77
Interest coupon note No. 1 on principal note No. 1 - - - - -	364.56
Interest thereon at ten per cent per annum from February 1,	
1924 to July 15, 1925 - - - - -	53.06
Principal of principal note No. 2 - - - - -	5000.00
Interest thereon at ten per cent per annum from February 1,	
1925 to July 15, 1925 - - - - -	227.77

Interest coupon note No. 1 on principal note No. 2 - - -	364.58
Interest thereon at ten per cent per annum from February 1, 1924 to July 15, 1925- - - - -	53.06
Interest coupon note No. 2 on principal note No. 2 - - -	350.00
Interest thereon at ten per cent per annum from February 1, 1925 to July 15, 1925- - - - -	15.96
Principal of principal note No. 3 - - - - -	5000.00
Interest thereon at seven per cent per annum from February 1, 1925 to July 15, 1925 - - - - -	159.44
Interest coupon note No. 1 on principal note No. 3- - -	364.58
Interest thereon at ten per cent per annum from February 1, 1924 to July 15, 1925 - - - - -	53.06
Interest coupon note No. 2 on principal note No. 3- - -	350.00
Interest thereon at ten per cent per annum from February 1, 1925 to July 15, 1925 - - - - -	15.96
Principal of principal note No. 4 - - - - -	5000.00
Interest thereon at seven per cent per annum from February 1, 1925 to July 15, 1925 - - - - -	159.44
Interest coupon note No. 1 on principal note No. 4- - -	364.58
Interest thereon at ten per cent per annum from February 1, 1924 to July 15, 1925 - - - - -	53.06
Interest coupon note No. 2 on principal note No. 4- - -	350.00
Interest thereon at ten per cent per annum from February 1, 1925 to July 15, 1925 - - - - -	15.96
Principal of principal note No. 5 - - - - -	65000.00
Interest thereon at seven per cent per annum from February 1, 1925 to July 15, 1925 - - - - -	2072.76
Interest coupon note No. 1 on principal note No. 5- - -	4739.59
Interest thereon at ten per cent per annum from February 1, 1924 to July 15, 1925 - - - - -	689.94
Interest coupon note No. 2 on principal note No. 5- - -	4550.00
Interest thereon at ten per cent per annum from February 1, 1925 to July 15, 1925 - - - - -	208.20
1923 taxes--1st installment - - - - -	1443.69
Interest thereon at ten per cent per annum from January 8, 1924 to July 15, 1925 - - - - -	219.35
1923 taxes--2nd installment - - - - -	1438.67
Interest thereon at ten per cent per annum from June 21, 1924 to July 15, 1925 - - - - -	154.27
1924 taxes--1st installment - - - - -	930.61
Interest thereon at ten per cent per annum from December 17, 1924 to July 15, 1925 - - - - -	53.83
1924 taxes--2nd installment - - - - -	930.61
Interest thereon at ten per cent per annum from June 20, 1925 to July 15, 1925- - - - -	6.50
Fire Insurance Premium - - - - -	125.60
Interest thereon at ten per cent per annum from July 15, 1924 to July 15, 1925 - - - - -	12.56
Fire Insurance Premium - - - - -	360.20
Interest thereon at ten per cent per annum from March 9, 1925, to July 15, 1925- - - - -	12.60
Extensions to abstract of title - - - - -	15.00
Recording Lis Pendens - - - - -	3.00
Attorneys' fee- - - - -	9850.00

Total amount due Plaintiff - -116,359.84

-XIII-

That the mortgage to plaintiff secures the above indebtedness and is a first lien on all of the property described in said mortgage and hereinafter described in this decree.

-XIV-

That each and all of the allegations and averments in plaintiff's complaint contained are true and correct.

-XV-

NOW, THEREFORE, on motion of Otto E. McCutcheon and Wm. A. Hilton, attorneys for plaintiff, IT IS ORDERED, ADJUDGED and DECREED:

1. That all and singular the mortgaged premises mentioned and described in the complaint, and hereinafter described in this decree, in order to raise the amount due plaintiff, attorneys' fee, costs and expenses of sale, be sold in one body, and not in

separate parcels, at public auction by the Sheriff of Lemhi County, Idaho, at the front door of the County Court House at Salmon City, Idaho, County Seat of said County, in the manner provided by law and according to the course and practice of this Court.

2. That the said Sheriff, out of the proceeds of said sale, retain his fees, commissions and disbursements and pay the plaintiff, or its attorneys, the costs of suit, taxed at \$152.13 and \$116,359.84 found to be due plaintiff, together with legal interest thereon from July 15, 1925, or so much thereof as the proceeds of the sale will pay. Should the proceeds of the sale not be sufficient to pay the amount due plaintiff, it is ordered that the Sheriff specify in his return the amount of said deficiency and the Clerk of this Court shall enter judgment therefor against defendants Frank E. Babcock and Ida Babcock and in favor of plaintiff, and that plaintiff have execution therefor.

3. That the defendants and all persons claiming under them, or either of them, and all persons having liens subsequent to plaintiff's said mortgage, by judgment decree or otherwise, upon the land described in said mortgage, and hereinafter described, their heirs and personal representatives, and all persons claiming under them, and all persons claiming to have acquired any estate or interest in said premises subsequent to the filing of said notice of the pendency of this action with the Recorder, are forever barred and foreclosed of and from all equity of redemption and claim in or to the said mortgaged premises, and every part thereof, from and after the delivery of the Sheriff's Deed.

4. That any party to this action has the right to buy said premises at said Sheriff's sale; that the purchaser or purchasers of said premises at such sale be let into possession thereof; that any of the parties to this action who may be in possession of said premises, or any part thereof, and any person who since the commencement of this action has come into possession thereof under them, or either of them, deliver possession to such purchaser or purchasers on production of the Sheriff's Deed for such premises, and in the event of the refusal of any such party in possession to surrender possession to the purchaser or purchasers on production of the Sheriff's Deed, that then the aforesaid Sheriff shall place the purchaser or purchasers in possession thereof.

5. That the property ordered to be sold under this decree is situated in Lemhi County, Idaho, and described as follows:

Southwest Quarter of Southwest Quarter of Section One (1); Southeast Quarter of Southeast Quarter of Section Two (2); and West half of Northwest Quarter of Section Twelve (12), all in Township Twenty-one (21) North, Range Twenty-two (22) East;

Also Placer Claims Nos. One (1), Two (2) and Three (3) Consolidated Placers in Kirtley Creek District, Lot Nine Hundred and ninety (990), and Placer Claims Nos. Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9) and Ten (10), consolidated, Lot No. Four (4), in Kirtley Creek District.

Also Placer Claims "Portia", "Persia", "Arabia", and "Burmah" consolidated Placers Lot No. One Thousand and Two (1002) in Kirtley Creek District, and "Soudan", "Asia", "Democrat", "Climax" and "Exit", consolidated Placers Lot No. One Thousand and Four (1004) in said District, and "Mollie Gibson" consolidated Placer Lot No. Nine Hundred and Ninety-eight (998) in said District, and "Oversight", "Gold Gulch", "Emma-Julia", "Occident", "Orient" and "Lake", Consolidated Placers Lot No. Nine Hundred and Ninety-nine (999) in said District, and "Compton", "Stine", "Grand-Outlet", "Daniels", "Patterson", "Rouse", "Conique", Lots A and E and "Noble", consolidated Placers Lot No. One Thousand (1000) in said District, and "Mydia", "Hero", "Hector", "Archilles", "Ajax" and all that part of "Bonny Bell" not conveyed by the Lemhi Irrigation and Orchard Company, Ltd., to John H. Adams, Sr., and Mary Adams, his wife, by deed recorded in Book "Z" of Deeds, page 426 in said County, all in consolidated Placers Lot No. One Thousand and three (1003) in said District.

Also the South half of South half of Section Twenty (20), Southwest Quarter of Southeast Quarter of Section Twenty-one (21), South half of Southwest Quarter of Section Twenty-one (21), Northwest Quarter of Northwest Quarter of Section Twenty-eight (28), North half of Section Twenty-nine (29), West half of Southeast Quarter of Section Twenty-nine (29), East half of Southwest Quarter of Section Twenty-nine (29), Northwest Quarter of Southwest Quarter of Section Twenty-nine (29), all in Township Twenty-one (21) North, Range Twenty-three (23) East. Except that part of the Southwest Quarter of Southwest Quarter of said Section Twenty (20) conveyed by James Light and Lucy Light to James Beattie by deed dated July 30, 1897, recorded in Book 1 of Deeds, page 577, correction deed recorded in Book L of Deeds, page 427, Records of Lemhi County, Idaho. Also excepting that part of the West half of Northwest Quarter and Northwest Quarter of the Southwest Quarter of said Section Twenty-nine (29) excepted in deed from Phil Shenon to Josie Barrick dated April 27, 1892, recorded in Book F of Deeds at page 739, records of Lemhi County, Idaho. Also excepting that part of the Southeast Quarter of Southwest Quarter of said Section Twenty-nine (29)

conveyed by Josie Barrack to the Gilmore and Pittsburgh Railroad Company, Ltd., by deed dated April 2, 1909, recorded in Book V of Deeds, page 64, records of Lemhi County, Idaho.

Also Lot Four (4) of Section Four (4), Lots One (1), Two (2), Three (3) and Four (4) of Section Five (5) and the South half of the Northwest Quarter of Section Five (5), Southwest Quarter of Northeast Quarter of Section Five (5), Northwest Quarter of Southeast Quarter of Section Five (5), Southwest Quarter of Southeast Quarter of Section Five (5), Lots One (1) and Ten (10) of Section Six (6), Northwest Quarter of Northeast Quarter of Section Eight (8), all in Township Twenty-two (22) North, Range Twenty-two (22) East, Except that portion of said Lot Four (4) of Section Five (5) and said Lots One (1) and Two (2) of Section Six (6), conveyed by Henry Griebner and Clara Griebner to L. Frank Geertson by deed dated April 24, 1906, recorded in Book L of Deeds, page 616, records of Lemhi County, Idaho.

Also Northwest Quarter of Southwest Quarter of Section Thirty-three (33) and Southwest Quarter of Southwest Quarter of Section Thirty-three (33), in Township Twenty-three (23) North, Range Twenty-two (22) East.

Also Lots One (1) and Three (3) of Section Seventeen (17) and Lot Three (3) of Section Sixteen (16), and all of that portion of Lot Seven (7) of Section Sixteen (16) lying North and West of the North Fork of Kirtley Creek, all in Township Twenty-two (22) North, Range Twenty-three (23) East.

Also East half of Northeast quarter of Section Three (3), Northwest Quarter of Northeast Quarter of Section Three (3), East half of Northwest Quarter of Section Three (3), North half of Southeast Quarter of Section Three (3), Southwest Quarter of Southeast quarter of Section Three (3), Southeast Quarter of Northeast Quarter of Section Ten (10), West half of Northeast Quarter of Section Ten (10), Northeast Quarter of Northwest Quarter of Section Ten (10), East half of Southeast Quarter of Section Ten (10), Northeast Quarter of Section Eleven (11) and the Southwest Quarter of Northwest Quarter of Section Eleven (11), all in Township Twenty-one (21) North, Range Twenty-two (22) East.

Also that part of the Northwest Quarter of Southeast Quarter of said Section Eleven (11) conveyed by Paul Zeims and Anna Zeims to Lemhi Irrigation and Orchard Company, Ltd., by deed dated April 7, 1917, recorded in Book X of Deeds page 151, records of Lemhi County, Idaho.

Containing altogether Six Thousand Eight Hundred Four and Two Hundred Fifty-nine One-thousandths (6,804.259) acres, more or less, embracing the Barrack, Hagel and Isley Ranches, whether specifically described herein or not.

Together with 225 inches of the waters of Carman Creek, evidenced by decree of court, appurtenant to the Isley Ranch, and together with 350 inches of the waters of Salmon River, appurtenant to the Isley Ranch, and together with an undivided three-fourth (3/4) interest in seventeen hundred (1700) inches of the waters of Lemhi River, appurtenant to the Hagel and Barrack Ranches, and together with one thousand (1000) inches of the waters of Kirtley Creek appurtenant to the Hagel Ranch, and together with three hundred twenty-five (325) inches of the waters of Bohannen Creek, evidenced by decree of court and appurtenant to the Barrack Ranch, and together with all other ditch and water rights, and rights to the use of water for irrigating said premises, or for domestic use thereon, to which Frank E. Babcock and Ida Babcock, or the said premises were on January 15, 1923, or thereafter entitled, and which were then or thereafter used on said premises, however evidenced, and together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

Dated this 15th day of July, 1925.

By the Court:

Ralph W. Adair, Judge

Filed & Entered July 17th, 1925.
W. W. Simmonds, Clerk
By Margaret Shoup, Deputy
Book "C" of Judgments, pages 303-
304-5-6-7-8.

STATE OF IDAHO,)
) ss.
COUNTY OF LEMHI.)

On this 30th day of August, in the year 1926, before me, W. W. Simmonds, Clerk of the Sixth Judicial District Court in and for Lemhi County, State of Idaho, personally appeared Donald E. Martin, known to me to be the Sheriff of the County of Lemhi, State of Idaho, and the party who executed the foregoing instrument, and who duly acknowledged to me that he, as such Sheriff, executed the same.

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

(((SEAL)))

W. W. Simmonds,
Clerk of Sixth Judicial District
Court in and for Lemhi County,
State of Idaho.

Recorded at the request of Allen G. Merritt, October 4th, 1926, at - minutes
past 2 o'clock P.M., in Book 28 of Deeds, pages 409-410, Records of Lemhi County, Idaho.

By Allen G. Merritt
Deputy.

W. W. Simmonds
County Recorder.

Fee: 2.00

Instrument No. 32224

SHERIFF'S DEED ON FORECLOSURE.

THIS INDENTURE, Made this 30th day of August, in the year of our Lord One Thousand Nine Hundred and Twenty-six, between Donald E. Martin, Sheriff of the County of Lemhi, State of Idaho, party of the first part, and CONTINENTAL LIFE INSURANCE COMPANY, a corporation, party of the second part, WITNESSETH:

WHEREAS, in and by a certain judgment or decree made and entered by the District Court of the Sixth Judicial District of the State of Idaho, in and for the County of Lemhi, on the 15th day of July, 1925, in a certain action then pending in said Court, wherein the Continental Life Insurance Company, a corporation, was plaintiff, and FRANK B. BABCOCK, IDA BABCOCK, LEMHI IRRIGATION AND ORCHARD COMPANY, LTD., a corporation, E. L. SPENCER, F. E. SPENCER, STATE FINANCE COMPANY, a corporation, H. H. BOOMER and LAURA BOOMER were defendants, in which said decree it was, among other things, ordered, adjudged and decreed that all and singular the mortgaged premises described in the complaint in said action and specifically described in the said judgment or decree, should be sold at public auction by the Sheriff of said County of Lemhi in the manner required by law, and according to the course and practice of said Court; that any party to the action might become a purchaser at said sale; that said Sheriff should issue the usual certificate and deed to the purchaser or purchasers, as required by law; and

WHEREAS, an execution in foreclosure was duly issued out of the above entitled Court on the 18th day of July, 1925, which execution was delivered to said Sheriff, whereby he was, among other things, commanded that the said property therein described should be sold and the said decree carried out in full; and

WHEREAS, the said Sheriff did, on the 15th day of August, 1925, after due public notice had been given as required by the laws of this State and the course and practice of said Court, duly sell at public auction in the said County of Lemhi, agreeable to said judgment or decree and execution mentioned, and the provisions of law, the premises in said decree and execution mentioned, at which sale the premises in said judgment or decree, and hereinafter described, were fairly struck off to the said CONTINENTAL LIFE INSURANCE COMPANY, a corporation, party of the second part hereto, for the sum of \$107372.10, it being the highest bidder and that being the highest bid for the same; and

WHEREAS, the said purchaser thereupon paid the said Sheriff his fees and disbursements of said sale and directed that the balance thereof be applied in satisfaction of the judgment obtained by it; and

WHEREAS, the said Sheriff thereupon made and issued the usual certificate in duplicate of said sale, in due form of law, and delivered one thereof to the purchaser, the Continental Life Insurance Company, a corporation, and caused the other to be filed in the office of the County Recorder of the County of Lemhi; and

WHEREAS, more than twelve months have elapsed since the date of said sale and no redemption has been made of the premises so sold, as aforesaid, by or on behalf of said judgment debtors, Frank B. Babcock, Ida Babcock, Lemhi Irrigation and Orchard Company, Ltd., a corporation, E. L. Spencer, F. E. Spencer, State Finance Company, a corporation, H. H. Boomer and Laura Boomer or by or on behalf of any other person.

NOW THIS INDENTURE WITNESSETH: That the said party of the first part, as Sheriff, in order to carry into effect the sale so made, in pursuance to said judgment or decree, and in conformity to the statute in such case made and provided, and also in consideration of the premises and the sum of \$107372.10 so bid and paid to him by said

thereafter entitled, and which were then or thereafter used on said premises, however evidenced, and together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

Together with the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and also all the estate, right, title or interest, property, possession, claim and demand whatsoever, as well in law as in equity of the said party of the first part and the said defendants Frank B. Babcock, Ida Babcock, Lemhi Irrigation and Orchard Company, Ltd., a corporation, E. L. Spencer, F. E. Spencer, State Finance Company, a corporation, H. H. Boomer and Laura Boomer or, in and to the said premises, and each part and parcel thereof.

TO HAVE AND TO HOLD, all and singular the said premises hereby conveyed, or intended so to be, together with the appurtenances unto the said party of the second part, and to its successors and assigns, to its own proper use and benefit and behoof forever.

IN WITNESS WHEREOF, the said party of the first part to these presents has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of:
Donald E. Martin
Sheriff of Lemhi County, Idaho.
W. C. Smith

STATE OF IDAHO,)
COUNTY OF LEMHI.) ss.

On this 30 day of August, in the year 1926, before me W. W. Simmonds, Clerk of the Sixth Judicial District Court in and for Lemhi County, State of Idaho, personally appeared Donald E. Martin, known to me to be the Sheriff of the County of Lemhi, State of Idaho, and the party who executed the foregoing instrument, and who duly acknowledged to me that he, as such Sheriff, executed the same.

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

W. W. Simmonds,
Clerk of Sixth Judicial District
Court in and for Lemhi County,
State of Idaho.

Recorded at the request of Allen C. Merritt, October 4th, 1926, at 1 minutes
past 2 o'clock P.M., in Book 28 of Deeds, pages 410-11-12, Records of Lemhi County, Idaho.

By Allen M. Merritt
Deputy.

W. W. Simmonds
County Recorder.

Fee: 4.00

STATE OF IDAHO,)
County of Lemhi,) ss.

On this the 31st day of May, 1930, before me, W.W. Simmonds, a Clerk of the District Court in and for said County, personally appeared T.J. Stroud Sheriff of the County of Lemhi, State of Idaho, known to me to be the same person whose name is subscribed to the foregoing instrument and acknowledged to me that he as such Sheriff aforesaid executed the same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

((Seal)))

W. W. Simmonds
Clerk of the District Court.

I hereby certify that this instrument was filed for record at the request of August F. Rose at 34 minutes past 4 o'clock p.m., this 31st day of May A.D. 1930 in my office, and duly recorded in Book 29 of Deeds at pages 463-464-465.

Fees \$3.00 Paid.

W.W. Simmonds
Ex. Officio Recorder

Instrument No. 36997

D E E D

THIS INDENTURE, Made this fifteenth day of March, A.D., 1930, between CONTINENTAL LIFE INSURANCE COMPANY, a Missouri corporation, of the City of Saint Louis, State of Missouri, Party of the First Part, and WILLIAM BARBER, a Single Person, of Clayton, St. Louis County, Missouri, Party of the Second Part,

of Ten (\$10.00) Dollars and other valuable considerations, to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does by these presents, GRANT, SELL, BARGAIN and CONVEY and CONFIRM unto the said party of the second part, and unto his heirs and assigns forever, all that certain lot, piece or parcel of land, situated, lying and being in Lemhi County, State of Idaho, and described as follows, to-wit:-

Lot Four (4) of Section Four (4), Lots One (1), Two (2), Three (3) and Four (4) of Section Five (5) and the South Half (S $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Five (5), Southwest Quarter (SW $\frac{1}{4}$) of Northeast Quarter (NE $\frac{1}{4}$) of Section Five (5), Northwest Quarter (NW $\frac{1}{4}$) of Southeast Quarter (SE $\frac{1}{4}$) of Section One (1) and Ten (10) of Section Six (6), Northwest Quarter (NW $\frac{1}{4}$) of Section Northeast Quarter (NE $\frac{1}{4}$) of Section Eight (8), all in Township Twenty-two (22) North, Range Twenty-two East, except that portion of said Lot Four (4) of Section Five (5) and said Lots One (1) and Two (2) of Section Six (6), conveyed by Henry Griebler and Clara Griebler to L. Frank Geertson by deed dated April 24, 1906, recorded in Book L of Deeds, Page 616, Records of Lemhi County, Idaho.

Also Northwest Quarter (NW $\frac{1}{4}$) of Southwest Quarter (SW $\frac{1}{4}$) of Section Thirty-three (33) and Southwest Quarter (SW $\frac{1}{4}$) of Southwest Quarter (SW $\frac{1}{4}$) of Section Thirty-three (33), in Township Twenty-three (23) North, Range Twenty-two (22) East.

Together with all ditch and water rights of every nature belonging to or used upon said lands, however evidenced.

Grantee assumes payment of all taxes and special assessments for the year 1930 and thereafter.

TO HAVE AND TO HOLD all and singular the said premises, together with the appurtenances and privileges thereunto incident unto the said party of the second part and unto his heirs and assigns forever, the Grantor herein Warrants the title to the above against all parties claiming by, through, or under it.

IN WITNESS WHEREOF, the said Party of the First Part, has caused these presents to be signed by its President and its Corporate Seal attested by its Assistant Secretary to be hereunto affixed, the year and day first above written.

((Seal)))

CONTINENTAL LIFE INSURANCE COMPANY,
By Ed Mays, President

ATTEST:
W.E. Miller
Assistant Secretary

STATE OF MISSOURI, :
CITY OF ST. LOUIS, : SS

A C K N O W L E D G M E N T

On the fifteenth day of March, A.D. 1930, before me, Ralph Howard, a Notary Public, personally appeared Ed Mays, known to me to be the President of the Corporation that executed the within instrument and acknowledged to me that such Corporation executed the same.

((Seal)))

My commission is for the
City of St. Louis, Mo., and
expires Jan. 13, 1933

Ralph Howard,
Notary Public

ded at the request of Continental Life Ins. Co., June 2nd, 1930
minutes past 9 o'clock A.M., in Book 29 of Deeds pages 465-466, records of
Lemhi County, Idaho.

W.W. Stimmonds
County Recorder.

Fee \$2.00 Paid.

Instrument No. 37000

DEED BY COUNTY OF PROPERTY ACQUIRED FOR TAXES.

THIS INDENTURE, Made this 27th day of May, 1930, between the COUNTY OF LEMHI,
State of Idaho, party of the first part, and Minnie Farmer of Carmen, County of
Lemhi, State of Idaho, party of the second part, WITNESSETH:

WHEREAS, By an order duly made by the Board of County Commissioners of said
County, in meeting assembled on the 26th day of May, 1930, and entered in Book F of
Commissioners Proceedings at page 136, it was found and determined that the
certain tract or parcel of land belonging to said County and hereinafter
particularly described was not necessary for the use of said County, and that the
same therefore, pursuant to the provisions of Sec. 3423, I.C.S. of Idaho, and the
acts amendatory thereof, be sold at public auction;

WHEREAS, Pursuant to the statute in such case made and provided due notice of
said sale was published for a period of 30 days previous to the date of said sale
by publication in the Recorder-Herald, a weekly newspaper published in said County,
affidavit of the giving of same being duly filed in the office of the Clerk of said Board;

WHEREAS, Said notice set forth the 8th day of March, 1930, at 2 o'clock P.M., of
same, at the Courthouse door of the Lemhi County Courthouse, as the time and place of
sale, and further set forth the terms of said sale;

WHEREAS, the premises hereinafter described having been acquired by tax deed
based upon a delinquent certificate, wherein said property was assessed to Mary J.
Macnab, in the notice of sale aforesaid, there was inserted after the description of such
real estate so to be offered for sale the name of said taxpayer; and

WHEREAS, at the time advertised for said sale the said land was, by order of the
Board of County Commissioners, offered for sale in front of the front door of the
Lemhi County Court House, and was not sold by said Board;

WHEREAS, The Board of County Commissioners did on the 14th day of April, 1930, pursuant
to the Statute in such case provided, fix the minimum price for which the following
described lands and premises would be sold;

NOW, THEREFORE, In consideration of the sum of Forty and no/100 Dollars, lawful
money of the United States of America, the receipt whereof is hereby acknowledged, the
party of the first part does hereby grant unto the said party of the second part, his
heirs and assigns forever, all those certain pieces and parcels of land situated in
the County of Lemhi, State of Idaho, and particularly described as follows, to wit:

Lots 6, 7, 8 and 9 of and in Block 5 of and in Youngs Subdivision to Salmon
City Townsite, as the same appear of record on the official plat in the office of the
County Recorder of said County.

TOGETHER with all and singular the tenements, hereditaments and
appurtenances thereunto belonging or in anywise appertaining; to have and
to hold the same unto the party of the second part, his heirs and assigns forever.
This conveyance vests in the party of the second part all the right, title and interest
of the first party in and to same.

IN WITNESS WHEREOF, The Board of County Commissioners of said County has
caused the name of said County to be hereunto subscribed by its Chairman and the seal
of the Board to be hereunto affixed.

LEMHI COUNTY
By Minor A. Brown
Chairman of the Board of County
Commissioners.

(((Seal)))

STATE OF IDAHO,

ss.

COUNTY OF LEMHI
On this 27th day of May, 1930, before me, W.W. Stimmonds, Clerk of the
District Court, in and for the County aforesaid, personally appeared Minor A. Brown,
known to me to be the Chairman of the Board of County Commissioners of said Lemhi
County, who executed the foregoing instrument and acknowledged to me that he
executed the same, as such officer.

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

W.W. Stimmonds,
Clerk of the District Court.

(((Seal)))

Recorded at the request of Minnie Farmer June 2nd, 1930 at 20 minutes past 1 o'clock
P.M., in Book 29 of Deeds, page 466, Records of Lemhi County, Idaho.

W.W. Stimmonds
County Recorder

Fee 1.00 Paid.

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF LEMHI.

CONTINENTAL LIFE INSURANCE
COMPANY, a corporation,

Plaintiff,

vs.

JUDGMENT AND DECREE.

WILLIAM BARBEE, a single
person, GEORGE GEORGES and
MARGARET GEORGES, husband and
wife, and C. W. WIPKE and ROSE
WIPKE, husband and wife,

Defendants.

This cause came on regularly to be heard before Honorable Ralph W. Adair, Judge of the above entitled Court at Chambers at Blackfoot, Bingham County, Idaho, on the 19th day of December, 1931, upon the complaint of the plaintiff herein taken as confessed by the defendants and each and all of them for their failure to plead or answer herein and upon the proof of the filing of the notice of the pendency of this action, containing the names of the parties thereto, the objects of the action and a description of the property affected thereby, on the 2nd day of May, 1931, recorded on said day in the office of the County Recorder of Lemhi County, State of Idaho, the County in which said property is situated, J.H. Andersen, Esq., appearing on behalf of the plaintiff and the defendants not appearing either in person or by counsel, the Court proceeded to hear the proofs necessary to entitle it to render judgment herein, and it satisfactorily appearing from such proofs and from the files in this action that service of process was had upon each and all of the defendants and that said defendants and each of them, after due service, as aforesaid, have failed to appear, plead or answer to the complaint herein and the time allowed by law in which the defendants and each and all of them may answer or plead herein has expired and that the defaults of each and all of said defendants have been duly and regularly entered according to law for their failure to answer to said complaint, as aforesaid.

It further appearing from the proofs adduced that all of the material averments of the plaintiff's complaint are true and correct and that there is due the plaintiff from the defendant, William Barbee, upon the note and mortgage mentioned and set forth in said complaint, including interest to date hereof, and including advances for taxes, assessments, and extensions of abstract, as provided in said note and mortgage, the total sum of \$28,830.27 and the further sum of \$34.10 as costs of Court and the further sum of \$1500.00 as reasonable attorneys fees as provided for in said note, making a total judgment of \$30,364.37 due upon said note and mortgage, as aforesaid, and it further appearing that all of the terms and conditions of said note and mortgage mentioned in said complaint have all been broken and plaintiff is entitled to judgment in foreclosure as prayed for in said complaint, whereupon

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, that no other action has been begun to collect said note or foreclose said mortgage; that all of the conditions and agreements of said note and mortgage have been broken and that the plaintiff is entitled to judgment in the sums above mentioned together with decree of foreclosure against the land and premises and property in said complaint and hereinafter described, and that the amount of said judgment including attorneys fees, advancements, expenses and costs, as hereinabove set forth, is hereby declared to be a valid lien upon said premises and property.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff have and recover of and from the defendant, William Barbee, the total sum of \$30,364.37, lawful money of the United States, together with interest thereon at the rate of seven per cent per annum from the date hereof until paid, and that said sum is hereby declared to be a lien upon the premises and property in said mortgage and hereinafter described.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the real estate and property herein mentioned and hereinafter described be sold according to law by the Sheriff of Lemhi County, Idaho, and that the amount received therefor, after deducting the expenses of said sale, be applied on said judgment, or that so much of said property be sold as may be sufficient to raise the amount due the plaintiff together with interest, costs, disbursements of sale, advancements and attorneys fees, and that the same shall be sold at public auction by the Sheriff of Lemhi County, State of Idaho, where said lands and premises are situated; that the Sheriff give public notice of the time and place of said sale according to the course and practice of this Court and the law governing the sale of real estate on foreclosure and that the plaintiff or any other party to this action may become a purchaser at said sale and that the Sheriff of said County execute a deed to the purchaser or purchasers of said mortgaged premises at said sale after the period of redemption therefor shall have expired; that the Sheriff out of the proceeds of said sale retain his fees and commissions and disbursements of sale and pay to the plaintiff or its attorney, out of the proceeds, the total sum of \$30,364.37, together with interest thereon at the rate of seven per cent per annum from the date of this decree, or so much thereof as the proceeds of said sale will pay of the same.

That the defendants above named, and each of them, and all persons claiming or to claim from or under said defendants, or either of them, claiming or having claims subsequent to said mortgage as judgment debtors, mortgagees, lien claimants, or otherwise, upon the lands and premises described in said mortgage, and their heirs and personal representatives, and all persons having or claiming any lien or interest subject to the filing of the lis pendens herein, and their heirs and personal representatives, and all persons claiming under them, or either of them, or under the defendants in this action, or either of them, and their heirs, or persons claiming to have acquired estate or interest in said premises, or any part thereof, subsequent to the filing of the notice of the pendency of this action with the Recorder aforesaid, be forever barred and foreclosed of and from all equity of redemption and claim of, in or to said mortgaged premises and every part and parcel thereof from and after delivery of the Sheriff's deed therefor, as aforesaid.

IT IS FURTHER ADJUDGED AND DECREED, that the purchaser of said property be let

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ment of this action has come into possession through or under the said defendants, or either of them, and all persons claiming under said defendants, or either of them, and all persons having or claiming interest by reason of any unrecorded instrument, if any such there be, deliver possession thereof to said purchaser or purchasers upon the production of the Sheriff's deed therefor; that a writ of assistance issue out of this Court without any further notice to place said purchaser, or purchasers, in the possession of said premises and maintain him or them therein from and after the delivery of the Sheriff's deed, as aforesaid,

IT IS FURTHER ORDERED AND ADJUDGED that if no redemption be had within the statutory period for the redemption thereof of said land, that the title of the purchaser, or purchasers, therein be quieted against the said defendants and each of them and against their heirs, and personal representatives and against all persons claiming any right, title, or interest in or to said premises, subsequent to the record of the real estate mortgage foreclosed by this proceeding and that such quieting of title be and it is hereby declared to be simultaneous with the issuance of the Sheriff's deed to said property, as aforesaid.

IT IS FURTHER ADJUDGED that if the money arising from the sale, as aforesaid, shall be insufficient to pay the amount due the plaintiff, as aforesaid, with interest, costs, disbursements, of Sale, attorneys fees, and advances, the Sheriff shall specify in his return the amount of such deficiency and balance due the plaintiff and on the coming in of said return a judgment of this Court shall be docketed by the Clerk thereof for such balance against the defendant, William Barbee, who is personally liable for the payment of the debt secured by said mortgage, and that the said William Barbee pay the plaintiff the amount of such deficiency and judgment with interest at the rate of seven per cent per annum from the date of said last mentioned return and judgment and that plaintiff have execution therefor.

The property to be sold by virtue of this decree and hereinabove referred to is situated in the County of Lemhi, State of Idaho, and is particularly described as follows to wit:

Lot 4, Section 4, Lots 1, 2, 3, and 4, Section 5, and the $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 5, SW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 5, NW $\frac{1}{4}$ SE $\frac{1}{4}$, Section 5, SW $\frac{1}{4}$ SE $\frac{1}{4}$, Section 5, Lots 1 and 10, of Section 6, NW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 8, all in Township 22 North of Range 22 East of the Boise Meridian,

Except that portion of said Lot 4 of Section 5, and said Lots 1 and 2, of Section 6, conveyed by Henry Grieber and Clara Grieber, to L. Frank Geertson, by deed, dated April 24, 1906, recorded in Book L of Deeds, page 616, records of Lemhi County, Idaho.

Also NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 33, and SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 33, in Township 23 North of Range 22 East of the Boise Meridian.

Together with all ditch and water rights of every nature belonging to or used upon said lands, however evidenced.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

Dated this 19th day of December, 1931.

Ralph W. Adair,
Judge.

Filed & Entered December 22nd, 1931.
W. W. Simmonds, Clerk.
By Margaret Shoup, Deputy.
Judgment Book D, pages 90 & 91.

SHERIFF'S CERTIFICATE OF SALE.

STATE OF IDAHO)
:SS.
COUNTY OF LEMHI.)

I, T. J. Stroud, Sheriff of the County of Lemhi, State of Idaho, do hereby certify that by virtue of an execution in foreclosure and order of sale issued out of the District Court of the Sixth Judicial District of the State of Idaho, in and for the County of Lemhi, and to me directed, dated on the 22nd day of December, 1931, and delivered to me as Sheriff, in favor of the Continental Life Insurance Company, a corporation, and against William Barbee, et al, I did in pursuance of the statutes in such cases made and provided, on the 30th day of December, 1931, levy upon the following described property and advertised the same as the law directs by posting written notices of the time and place of sale in three public places in the precinct where said property was situated, and also where said property was to be sold, and also by publishing a copy of the said notice in a newspaper for twenty days in the County of Lemhi, State of Idaho, prior to the sale thereof.

And on the 27th day of January, 1932, the day set for said sale at the hour of ten o'clock A.M., I offered at public sale the following described property situated in Lemhi County, Idaho, to-wit:

Lot 4, Section 4, Lots 1, 2, 3, and 4, Section 5, and the S $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 5, SW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 5, NW $\frac{1}{4}$ SE $\frac{1}{4}$, Section 5, SW $\frac{1}{4}$ SE $\frac{1}{4}$, Section 5, Lots 1 and 10, of Section 6, NW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 8, all in Township 22 North of Range 22 East of the Boise Meridian.

Except that portion of said Lot 4 of Section 5, and said Lots 1 and 2, of Section 6, conveyed by Henry Griebler and Clara Griebler, to L. Frank Geertson, by deed dated April 24, 1906, recorded in Book L of Deeds, page 616, records of Lemhi County, Idaho.

Also NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 33, and SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 33, in Township 23 North of Range 22 East of the Boise Meridian.

Together with all ditch and water rights of every nature belonging to or used upon said lands, however evidenced.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

And the Continental Life Insurance Company, a corporation, having bid the sum of Thirty Thousand Six Hundred Seventy Five & 33/100 Dollars, that being the whole price paid, it being the highest bidder at said sale, became the purchaser.

Now if the aforesaid property shall not be redeemed within one year from this date, according to law, the said Continental Life Insurance Company, a corporation, will be entitled to a deed to the same.

Witness my hand this 27th day of January, 1932.

T. J. Stroud, Sheriff.

Recorded at the request of T. J. Stroud, Sheriff, February 2nd, 1932, at 4 minutes past 9 o'clock A.M., in Book A of Certificates of Sale, page 455, Records of Lemhi County, Idaho.

Fee \$1.50

W. D. Stroud
County Recorder.

SHERIFF'S DEED UNDER FORECLOSURE SALE.

THIS INDENTURE, Made the 25th day of April, in the year of our Lord one thousand nine hundred thirty-three between T.J. Stroud, Sheriff of the County of Lemhi, State of Idaho the party of the first part, and the CONTINENTAL LIFE INSURANCE COMPANY, a corporation, the party of the second part, WITNESSETH:

WHEREAS, in and by a certain judgment or decree, made and entered by the District Court of the Sixth Judicial District of the State of Idaho, in and for the County of Lemhi, on the 22nd. day of December, A.D. 1931, in a certain action then pending in said Court, where the Continental Life Insurance Company, a corporation, was plaintiff, and William Barbee et al. were defendants, and of which said judgment or decree a certified copy, with an order of sale from said Court, was delivered to said party of the first part, as such sheriff, for execution it was among other things ordered, adjudged and decreed, that all and singular the mortgaged premises described in the complaint in said action, and specifically described in said judgment or decree, should be sold at public auction by the Sheriff of the said County of Lemhi in the manner required by law, and according to the course and practice of said Court; that such sale be made at the front door of the Court House, in the said County of Lemhi, between the hours of nine o'clock in the forenoon and five o'clock in the afternoon of such day as the said Sheriff should appoint, that any of the parties to said action might become the purchaser at such sale; and that said Sheriff should execute the usual certificates and deeds to the purchaser or purchasers, as required by law;

And, whereas, the said Sheriff did, at the hour of ten o'clock A.M., on the 7th. day of January, 1932, after due public notice had been given, as required by the laws of this state, and the course and practice of said Court, duly sell at public auction in the said County of Lemhi, agreeably to said judgment or decree, and the provisions of law, the premises in the said decree or judgment mentioned, at which sale the premises in said judgment or decree, and hereinafter described, were fairly struck off to the said Continental Life Insurance Company, a corporation, the said party hereto of the second part, for the sum of THIRTY THOUSAND SIX HUNDRED SEVENTY FIVE AND 33/100 DOLLARS, it being the highest bidder and that being the highest sum bid at such sale for the same.

AND, WHEREAS, the said Continental Life Insurance Company, a corporation, thereupon paid to the said Sheriff the sum of money so bid by it;

AND, WHEREAS, the said Sheriff thereupon made and issued the usual certificate in duplicate of the said sale in due form of law, and delivered one thereof to the said purchaser, the said Continental Life Insurance Company, a corporation, and caused the other to be filed in the office of the County Recorder of the said County of Lemhi;

AND, WHEREAS, more than one year has elapsed since the date of said sale, and no redemption has been made of the premises so sold, as aforesaid, by or on behalf of the said judgment debtor, the said William Barbee et al., or by or on behalf of any other person,

Now this indenture witnesseth: That the said party of the first part, the said Sheriff, in order to carry into effect the sale so made by him as aforesaid, in pursuance of said judgment or decree, and in conformity to the statute in such case made and provided, and also in consideration of the premises and of the said sum of Thirty Thousand Six Hundred Seventy Five and 33/100 Dollars, so bid and paid to him by the said purchaser, the said Continental Life Insurance Company, a corporation, 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, and to its heirs and assigns forever, all those certain lots, pieces and parcels of land situate, lying and being in the said County of Lemhi, State of Idaho, and bounded and particularly described as follows, to wit:

Lot 4, Section 4, Lots 1, 2, 3, and 4, Section 5, and the S $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 5, SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 5, NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 5, SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 5, Lots 1 and 10, of Section 6, NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 8, all in Township 22 North of Range 22 East of the Boise Meridian.

Except that portion of said Lot 4 of Section 5, and said Lots 1 and 2, of Section 6, conveyed by Henry Griebner and Clara Griebner, to L. Frank Geertson, by deed dated April 24, 1906, recorded in Book L of Deeds, page 616, records of Lemhi County, Idaho.

Also NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 33, and SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 33, in Township 23 North of Range 22 East of the Boise Meridian.

Together with all ditch and water rights of every nature belonging to or used upon said lands, however evidenced.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and also all the estate, right, title, and interest, property possession, claim and demand whatsoever, as well in law as in equity, of the said party of the first part, and of said defendants, William Barbee et al., of, in and to the said premises, and every part and parcel thereof.

to have and to hold, all and singular, the said premises hereby conveyed, or intended so to be, together with the appurtenances, unto the said party of the second part, the Continental Life Insurance Company, a corporation, its heirs and assigns, to their own proper use, benefit and behoof forever.

IN WITNESS WHEREOF, I, T.J. Stroud, the party of the first part to these presents, Sheriff, as aforesaid, have hereunto set my hand the day and year first above written.

T.J. Stroud,
Sheriff of Lemhi County, State of Idaho.

STATE OF IDAHO,)
COUNTY OF LEMHI.) ss.

On this 30th day of June, 1933, before me, W.W. Simmonds, Clerk of the District Court, personally appeared T.J. Stroud, Sheriff of the County of Lemhi, State of Idaho, known to me to be the same person whose name is subscribed to the foregoing instrument and acknowledged to me that he as such Sheriff aforesaid executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal this 30th day of June, 1933.

THIS INDENTURE, Made on the 29th day of March, 1937, by and between R. Emmet O'Malley, Superintendent of the Insurance Department of the State of Missouri, party of the first part, and Kansas City Life Insurance Company, a Missouri corporation, of Kansas City, Missouri, party of the second part, WITNESSETH: That, WHEREAS, on the 25th day of May, 1934, the Circuit Court of the City of St. Louis, Missouri, made and entered its judgment and decree in the therein pending cause of R. Emmet O'Malley, Superintendent of the Insurance Department of the State of Missouri, Plaintiff, v. Continental Life Insurance Company, a corporation, Defendant, vesting title and possession of the assets of said defendant, Continental Life Insurance Company, in the party of the first part, included in which assets was and is the hereinafter described real estate, and which said judgment and decree is duly of record, in Book 520, at page 436, of the records of said Court; and

WHEREAS, on the 25th day of July, 1936, the said Circuit Court of the City of St. Louis, Missouri, in the aforesaid cause, made and entered its judgment and decree vesting the title and possession of the assets formerly belonging to the said defendant, Continental Life Insurance Company, in the party of the second part, included in which assets was and is the hereinafter described real estate, and which said judgment and decree is duly of record in book 560, at pages 505 to 514, of the records of said Court, both of which said judgments and decrees are duly recorded in the deed records of the County of Lemhi, State of Idaho, in Book D, at Page 282 to 289, inclusive.

NOW, THEREFORE, the said party of the first part, in consideration of the sum of One Dollar (\$1.00), to him in hand paid, the receipt of which is hereby acknowledged, and other valuable considerations, and in accordance with the aforesaid judgments and decrees of the Circuit Court of the City of St. Louis, Missouri, does by these presents, grant, bargain, sell, convey and confirm unto the said party of the second part, its successors and assigns, the following described real estate, situated in Lemhi County, State of Idaho, to-wit:

Lot Four, Section 4, Lots 1, 2, 3, and 4 of Section 5, and the South Half of the Northwest Quarter of Section 5, the Southwest Quarter of the Northeast Quarter of Section 5; the Northwest Quarter of the Southeast Quarter of Section 5; the Southwest Quarter of the Southeast Quarter of Section 5; Lots 1 and 10 of Section 6, the Northwest Quarter of the Northeast Quarter of Section 8, all in township 22 North of Range 22 East of the Boise Meridian. Except that portion of said Lot Four of Section 5, and said Lot 1 of Section 6, conveyed by Henry Griebner and Clara Griebner, to L. Frank Geertson, by deed dated April 24, 1906, recorded in Book L of Deeds, page 616, records of Lemhi County, Idaho.

Also the Northwest Quarter of the Southwest Quarter of Section 33, and the Southwest Quarter of the Southwest Quarter of Section 33, in township 23 North of Range 22 East of the Boise Meridian.

Together with all ditch and water rights of every nature belonging to or used upon said lands, however evidenced.

TO HAVE AND TO HOLD THE SAME, with all the rights, immunities, privileges, and appurtenances thereto belonging, unto the said party of the second part, and unto its successors and assigns forever, as fully and completely as he, the said R. Emmet O'Malley, Superintendent of the Insurance Department, State of Missouri, as aforesaid, by virtue of the Statutes of the State of Missouri, and of said judgments and decrees can, might or should sell and convey same.

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

R. EMMET O'MALLEY
Superintendent of the Insurance
Department of the State of Missouri.

SEAL

STATE OF MISSOURI)
COUNTY OF COLE) ss.

BEFORE ME, the undersigned authority in and for said County and State, on this day personally appeared R. Emmet O'Malley, Superintendent of the Insurance Department of the State of Missouri, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the uses and purposes and consideration therein expressed, as his free act and deed, and in the capacity therein stated.

WITNESS MY HAND AND OFFICIAL SEAL, this 31st day of March, A. D., 1937.

SEAL

JANE TOLSON
Notary Public
Cole County, Missouri

My Commission expires August 16, 1937.

Filed for record this 1st day of April A. D., 1944 at 1 o'clock, - minutes, P. M.
Recorded in Book 37/et Page 447

W. W. SIMMONDS.
Recorder.

Deputy.

By

Recorder's Fees, \$1.50 Paid

K-P. O. 476 - Isley

SPECIAL WARRANTY DEED

THIS INDENTURE, Made on the 24th day of January A. D., One Thousand Nine Hundred and Forty Four, by and between KANSAS CITY LIFE INSURANCE COMPANY, a Corporation duly organized under the laws of the State of Missouri, of the County of Jackson, State of Missouri, party of the first part, and S. J. SKINNER AND LENA SKINNER, HIS WIFE, of the County of Lemhi State of IDAHO parties of the second part,

WITNESSETH, THAT THE SAID PARTY OF THE FIRST PART, in consideration of the Sum of TWELVE THOUSAND DOLLARS, to it paid by the said parties of the second part (the Receipt of which is hereby acknowledged), and the execution of a Note in the sum of \$4,000.00, bearing even date herewith, secured by a First Mortgage to Kansas City Life Insurance Company on the land herein described,

does by these presents, SELL and CONVEY unto the said parties of the second part their heirs and assigns, the following described lots, tracts or parcels of land, lying, being and situate in the County of Lemhi and State of IDAHO, to-wit:

Lot Four (4) of Section 4, Lots 1, 2, 3 and 4 of Section 5, and the South Half (S $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 5, the Southwest Quarter (SW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section 5; the Northwest Quarter (NW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 5; the Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 5; Lots 1 and 10 of Section 6, the Northwest Quarter (NW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section 8, all in Township 22 North, Range 22 East of the Boise Meridian, EXCEPT that portion of said Lot Four (4) of Section 5, and said Lot 1 of Section 6, conveyed by Henry Griebner and Clara Griebner, to L. Frank Geertson, by Deed dated April 24, 1906, recorded in Book I of Deeds, page 616, records of Lemhi County, Idaho. Also the Northwest Quarter (NW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section 33, and the Southwest Quarter (SW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section 33, in Township 23 North, Range 22 East of the Boise Meridian.

Together with all Ditch and Water Rights of every nature belonging to or used upon said lands, however evidenced.

Subject to all Easements and Rights-of-way of record or as now used on the property. TO HAVE AND TO HOLD The premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining unto the said parties of the second part and unto their heirs and assigns forever; the said KANSAS CITY LIFE INSURANCE COMPANY hereby covenanting that the said premises are free and clear from any incumbrances done or suffered by it; and that it will warrant and defend the title to said premises unto the said parties of the second part and unto their heirs and assigns forever, against the lawful claims and demands of all persons claiming under it, but none other.

Seller to pay taxes for 1943, and to receive all of 1943 rentals.

Documentary Stamps \$17.60 - Canceled K. C. L. 3/27/44

IN WITNESS WHEREOF, The said party of the first part has caused these presents to be signed by its Vice-President and attested by its Assistant Secretary, and the corporate seal to be hereto attached the day and year first above written.

ATTEST:

DAN H. COX
ASSISTANT SECRETARY

SEAL

KANSAS CITY LIFE INSURANCE COMPANY
By: WALTER J. BALES
Vice-President

CORPORATION ACKNOWLEDGMENT

STATE OF MISSOURI
COUNTY OF JACKSON

)
) SS.

BEFORE ME, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, on this day personally appeared the within named Walter J. Bales Vice-President, and Dan H. Cox, Assistant Secretary, to me personally known, and known to me to be such officers, who upon oath stated that they were the Vice-President and Assistant Secretary of Kansas City Life Insurance Company, a Corporation, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said corporation, and that the Seal affixed to said instrument is the Seal of said Corporation, and further stated and acknowledged that they executed said instrument and affixed the Seal of said corporation thereto by authority of its Board of Directors, as the free and voluntary act and deed of said corporation, and as their own free and voluntary act and deed, for the uses, purposes, and consideration therein expressed and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal at my office in Kansas City, Missouri, this 24th day of January, 1944.

SEAL

My Commission Expires:
Sept. 20, 1947

MARY LAUGHLIN
Notary Public within and for Jackson County,
Missouri.

Filed for record this 1st. day of April A. D., 1944 at 1 o'clock, 1
Minutes, P. M.
Recorded in Book 37 of Deeds at Page 448, Records of Lemhi County, Idaho.

W. W. SIMMONDS
Recorder

By _____ Deputy.

Recorder's Fee, \$1.50 Paid

Revised McHenry 10-11-11

613--WARRANTY DEED

THIS INDENTURE, Made this 6th day of May in the year of our Lord one thousand nine hundred and forty-seven, between S. J. SKINNER and LENA SKINNER, husband and wife of Carmen, County of Lemhi, State of Idaho, the parties of the first part, and THEODORE C. SLAVIN and LEITHA SLAVIN, husband and wife and MILTON C. SLAVIN and JANICE E. SLAVIN, husband and wife, of Carmen, County of Lemhi, State of Idaho, the parties of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of TEN and No/100 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, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said parties of the second part, and to their heirs and assigns forever, all of the following described real estate, situated in Carmen, County of Lemhi, State of Idaho, to-wit:

Lot Four (4) of Section 4, Lots 1,2,3 and 4 of Section 5, and the South Half (S $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 5, the Southwest Quarter (SW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section 5; the Northwest Quarter (NW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 5; the Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 5; Lots 1 and 10 of Section 6, the Northwest Quarter (NW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section 8, all in Township 22 North, Range 22 East of the Boise Meridian, EXCEPT that portion of said Lot Four (4) of Section 5, and said Lot 1 and 2 of Section 6, conveyed by Henry Griebner and Clara Griebner, to L. Frank Geertson, by Deed dated April 24, 1906, recorded in Book L of Deeds, page 616, records of Lemhi County, Idaho. Also the Northwest Quarter (NW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section 35, and the Southwest Quarter (SW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section 35, in Township 23 North, Range 22 East of the Boise Meridian.

Together with all Ditch and Water Rights of every nature belonging to or used upon said lands, however evidenced.

Subject to all Easements and Rights-of-Way of record or as now used on the property.

DOCUMENTARY STAMPS \$37.40 CANCELLED 5/6/47 S. J. S.

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 parties of the first part.

TO HAVE AND TO HOLD, All and singular the above mentioned and described premises, together with the appurtenances, unto the parties of the second part, and to their heirs and assigns forever and the said parties of the first part, and their heirs, the said premises in the quiet and peaceable possession of the said parties of the second part, their heirs and assigns, against the said parties 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 parties of the first part have hereunto set their hand and seal on the day and year first above written.

SIGNED, SEALED AND DELIVERED IN PRESENCE OF
Charles Herndon
S. J. Skinner (Seal)
Lena Skinner (Seal)

STATE OF IDAHO,)
County of Lemhi) ss.

On this 6th day of May in the year 1947, before me the undersigned, a Notary Public in and for said State, personally appeared S. J. SKINNER and LENA SKINNER 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.

(SEAL)
Charles Herndon
Notary Public for the State of Idaho,
Residing at Salmon, Idaho.

STATE OF IDAHO,)
County of Lemhi) ss.

I hereby certify that this instrument was filed for record at request of Charles Herndon at 30 minutes past 1 o'clock P. M., this 7th day of May, A. D. 1947 in my office, and duly recorded in Book 40 of Deeds at page 212.

W. W. Simmonds
Ex-Officio Recorder.

Fees, \$1.50 Paid
By Charles M. M. Fredrick Deputy.

WARRANTY DEED

REVENUE STAMPS

For Value Received, namely, \$1.00 and clearance of title,
THEODORE C. SLAVIN and LEITHA I. SLAVIN, husband and wife,

the grantors, do hereby grant, bargain, sell and convey unto
MILTON C. SLAVIN and JANICE SLAVIN, husband and wife,

the grantees, the following described premises, ~~XXXX~~ in Lemhi County, Idaho,
to wit:

Lots 1 and 10 in Section 6, the N $\frac{1}{2}$ SE $\frac{1}{4}$ and the SW $\frac{1}{2}$ SE $\frac{1}{4}$, of
Section 5, and the NW $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 8, in Township 22 North,
Range 22 East, Boise Meridian.

Also, a fraction of the S $\frac{1}{2}$ N $\frac{1}{2}$ of Section 5 in Township 22
North, Range 22 East, Boise Meridian, more particularly described
as follows, to wit:

Commencing at the West quarter corner of said Section 5, run
thence S. 89°57' E. 1125.0 feet to the point of beginning, and the
Southwesterly corner of the tract of land herein described; thence
N. 13°26' E. 564.0 feet; thence N. 84°19' E. 100.0 feet; thence
S. 84°36' E. 254.9 feet; thence N. 44°22' E. 280.0 feet; thence N.
40°21' E. 715.0 feet; thence S. 74°54' E. 1228.0 feet; thence S.
15°06' W. 125.0 feet; thence S. 42°39' E. 1245.1 feet to a point
on the Southerly boundary of the S $\frac{1}{2}$ N $\frac{1}{2}$ of Section 5; thence N.
89°57' W. along the said Southerly boundary of S $\frac{1}{2}$ N $\frac{1}{2}$ of Section 5
a distance of 3216.2 feet to the point of beginning, containing
58.623 acres.

Together with all water and water rights, ditch and ditch
rights, range and range rights used in connection therewith.

Said water shall include 37 $\frac{1}{2}$ inches of the decreed waters
of Carmen Creek with a priority date of May 1, 1896.

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 Grantees, that they are the owners in fee simple of said premises; that said
premises are free from all incumbrances

and that they will warrant and defend the same from all lawful claims whatsoever.
Dated: **January 14, 1969.**

Theodore C. Slavin

Leitha I. Slavin

STATE OF IDAHO, COUNTY OF LEMHI

On this 14th day of January, 1969,
before me, a notary public in and for said State, personally
appeared Theodore C. Slavin and Leitha
I. Slavin, 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.

Fred H. Snook
Notary Public

STATE OF IDAHO, COUNTY OF Lemhi

I hereby certify that this instrument was filed for record at
the request of **Fred H. Snook**

at 11 minutes past 11 o'clock A.M.
this 6th day of March
1969, in my office, and duly recorded in ~~BOOK~~ File
of Deeds ~~XXXX~~

Eleanor Aldous

Ex-Officio Recorder

By

Opal Reddington

Deputy.

INSTRUMENT NO. 11078

WARRANTY DEED

REVENUE STAMPS

For Value Received, namely, \$1.00 and clearance of title,
MILTON C. SLAVIN and JANICE SLAVIN, husband and wife,

the grantors, do hereby grant, bargain, sell and convey unto

THEODORE C. SLAVIN and LEITHA I. SLAVIN, husband and wife,

the grantees, the following described premises, ~~located~~ in Lemhi County, Idaho,
to wit:

Lots 1, 2, 3 and 4 of Section 5, Township 22 North, Range 22 East, Boise Meridian.

ALSO, a fraction of the $S\frac{1}{2}N\frac{1}{2}$ of Section 5, Township 22 North, Range 22 East, Boise Meridian, more particularly described as follows, to wit:

Commencing at the West quarter corner of said Section 5, run thence S. $89^{\circ}57'$ E. along the Southerly boundary of the $S\frac{1}{2}N\frac{1}{2}$ of Section 5 a distance of 89.0 feet to a point on the Easterly Right-of-Way line of U.S. Highway No. 93 and the point of beginning of the tract of land herein described; continuing thence S. $89^{\circ}57'$ East 1036.0 feet; thence N. $13^{\circ}26'$ E. 564.0 feet; thence N. $84^{\circ}19'$ E. 100.0 feet; thence S. $84^{\circ}36'$ E. 254.9 feet; thence N. $44^{\circ}22'$ E. 280.0 feet; thence N. $40^{\circ}21'$ E. 715.0 feet; thence S. $74^{\circ}54'$ E. 1228.0 feet; thence S. $15^{\circ}06'$ W. 125.0 feet; thence S. $42^{\circ}39'$ E. 1245.1 feet to a point on the Southerly boundary of the $S\frac{1}{2}N\frac{1}{2}$ of Section 5; thence S. $89^{\circ}57'$ E. 949.6 feet to the Southeasterly corner of the $S\frac{1}{2}N\frac{1}{2}$ of Section 5; thence N. $0^{\circ}05'$ E. along the Easterly boundary of Section 5 a distance of 1320.5 feet to the Northeasterly corner of the $SE\frac{1}{4}NE\frac{1}{4}$ of Section 5; thence N. $89^{\circ}51'$ W. along the Northerly boundary of the $S\frac{1}{2}N\frac{1}{2}$ of Section 5 a distance of 5208.6 feet to a point on the Easterly Right-of-Way line of U.S. Highway No. 93; thence Southerly along said Right-of-Way line 1320.0 feet, more or less, to the point of beginning, containing 99.204 acres.

Together with all water and water rights, ditch and ditch rights, range and range rights used in connection therewith.
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 Grantees, that they are the owners in fee simple of said premises; that said premises are free from all incumbrances

Said above described water shall include $12\frac{1}{2}$ inches of the decreed waters of Carmen Creek with a priority date of May 1, 1896.

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

Dated: **January 14, 1969.**

STATE OF IDAHO, COUNTY OF LEMHI

On this 14th day of January, 1969, before me, a notary public in and for said State, personally appeared Milton C. Slavin and Janice Slavin, 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.

STATE OF IDAHO, COUNTY OF Lemhi

I hereby certify that this instrument was filed for record at the request of Fred H. Snook

at 12 minutes past 11 o'clock A.M., this 6th day of March, 1969, in my office, and duly recorded in Book File of Deeds ~~XXXXX~~

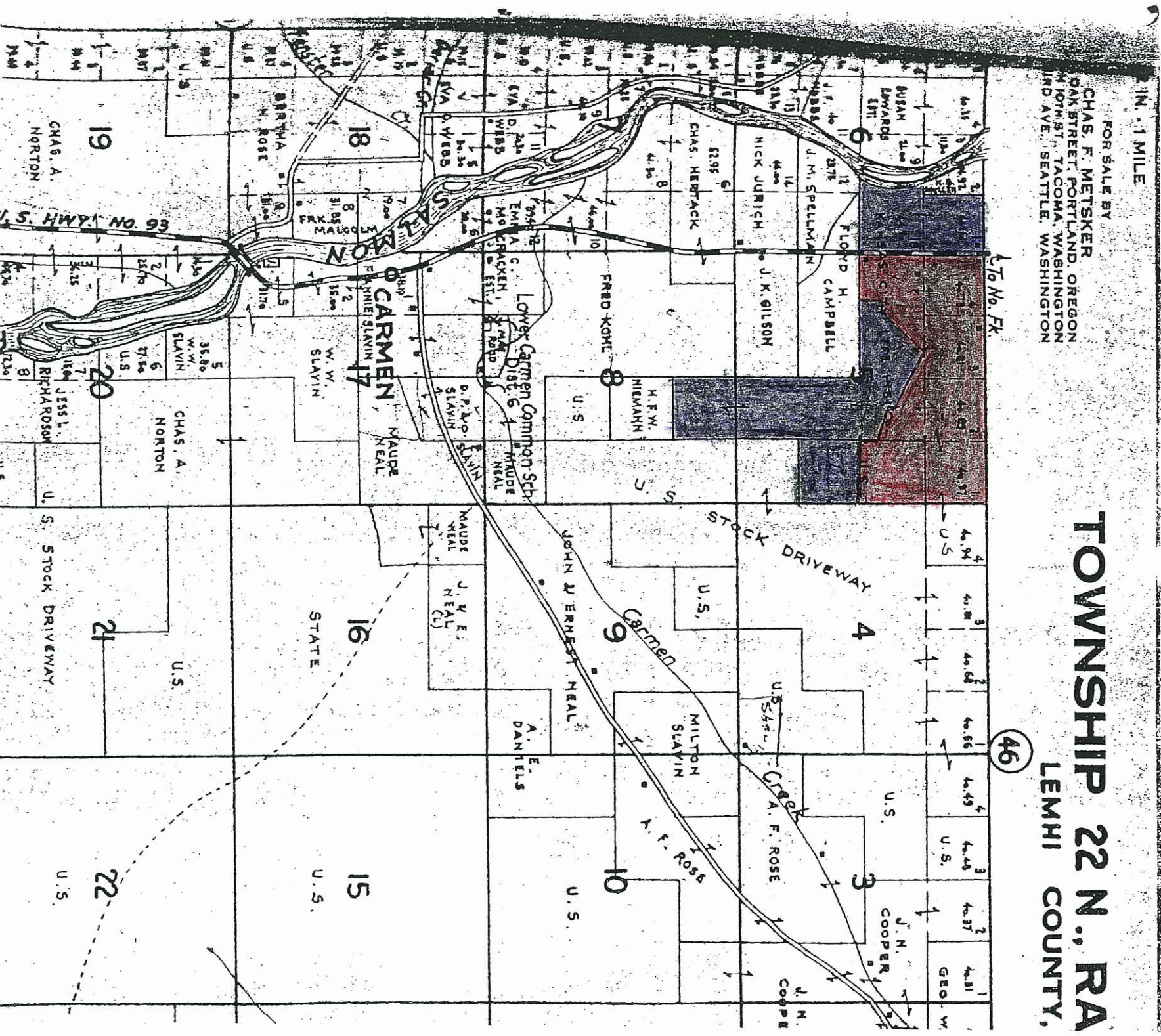
Eleanor Aldous
Ex-Officio Recorder

INSTRUMENT NO. 110

Slavin Brothers Ranch
divided 1969

Deirdre & Madge Slavin

William & Barbara Slavin



TITLE
OF
CASE

DAVID McNUTT, et al

VS

THOMAS PALMER, et al

Abstract revised February 1982

SOURCE Carmen Creek and tributaries

PAGE 1

WATER DIST. 75-D

COUNTY Lemhi

JUDICIAL DIST.

JUDGE Joseph C. Rich

DATE OF DECREE May 9, 1902

RECORDED

IN BOOK NO. AT PAGE NO. FILE NO.

P.N.	D.N.	DECEDED OWNER	NAME	PRESENT OWNER	AMT. INCHES SEC. FT.	PRIORITY	DIVERSION				REMARKS, LAND TO BE IRRIGATED, ETC.	C.T.
							SUBDIV.	SEC.	TWP.	RG.		
75	0058	Frank P. McCracken			0.60	05-01-1869					W $\frac{1}{2}$ NW $\frac{1}{2}$ Sec 17, SW $\frac{1}{2}$ SW $\frac{1}{2}$ Sec 8, Lots 10 & 12 Sec 7 T22N-R22E	
75	0060	Montraville White Est.			1.40	05-01-1874					R22E SE $\frac{1}{2}$ NW $\frac{1}{2}$, SW $\frac{1}{2}$ NE $\frac{1}{2}$, NE $\frac{1}{2}$ SW $\frac{1}{2}$, NW $\frac{1}{2}$ SE $\frac{1}{2}$ Sec 9 T22N-R22E	
75	0061	Emma White			0.40	05-01-1874					NE $\frac{1}{2}$ SE $\frac{1}{2}$ Sec 9 T22N-R22E	
75	0064	John F. Ferguson			1.50	05-01-1874					E $\frac{1}{2}$ NE $\frac{1}{2}$ Sec 9 NW $\frac{1}{2}$ NW $\frac{1}{2}$ Sec 10 T22N-R22E	
75	0051	Exchange Rights			8.00	05-01-1875					to be distributed among the users marked with an asterisk (*)	
75	0057	Exchange Rights			4.40	05-01-1882					to be distributed among the users marked with an asterisk (*)	
75	0075	Peter McKinney			0.30	05-01-1882					Portion of SW $\frac{1}{2}$ NE $\frac{1}{2}$ above Carmen Creek Ditch Sec 5 T22N-R22E	
75	0076	Ernest R. Benedict			3.60	05-01-1882					SW $\frac{1}{2}$ Sec 24, W $\frac{1}{2}$ NW $\frac{1}{2}$ Sec 25, E $\frac{1}{2}$ NE $\frac{1}{2}$, SE $\frac{1}{2}$ Sec 26, NE $\frac{1}{2}$ Sec 35 T23N-R22E	
75	0062	A. C. Mather			2.50	05-02-1882					S $\frac{1}{2}$ SW $\frac{1}{2}$, NE $\frac{1}{2}$ SW $\frac{1}{2}$, NW $\frac{1}{2}$ SE $\frac{1}{2}$ Sec 35 T23N-R22E	
75	0063	William Smith			1.60	05-01-1884					NW $\frac{1}{2}$ Sec 8 T22N-R22E	
75	0065	Hillard H. Dahle			1.50	05-01-1885					W $\frac{1}{2}$ SE $\frac{1}{2}$, S $\frac{1}{2}$ SW $\frac{1}{2}$ Sec 3 T22N-R22E	
75	0066	Wallace W. Slavin			1.50	05-01-1885					E $\frac{1}{2}$ NW $\frac{1}{2}$, Lot 2, NW $\frac{1}{2}$ NE $\frac{1}{2}$ Sec 17 T22N-R22E	
75	0067	John Dimock			1.00	05-01-1885					S $\frac{1}{2}$ SW $\frac{1}{2}$, NW $\frac{1}{2}$ SW $\frac{1}{2}$, SW $\frac{1}{2}$ SE $\frac{1}{2}$ Sec 9 T22N-R22E	
75	0079	Ora L. & William L. Igou			1.40	05-01-1885					N $\frac{1}{2}$ SW $\frac{1}{2}$, SW $\frac{1}{2}$ SW $\frac{1}{2}$, SW $\frac{1}{2}$ NE $\frac{1}{2}$ Sec 30, W $\frac{1}{2}$ NW $\frac{1}{2}$ Sec 31 T23N-R23E SE $\frac{1}{2}$ SE $\frac{1}{2}$ Sec 25 T23N-R22E, SE $\frac{1}{2}$ SW $\frac{1}{2}$, SW $\frac{1}{2}$ SE $\frac{1}{2}$ Sec 30, NE $\frac{1}{2}$ NW $\frac{1}{2}$, NW $\frac{1}{2}$ NE $\frac{1}{2}$ Sec 31 T23N-R23E	
75	0069	Thomas Palmer			0.40	05-01-1888					S $\frac{1}{2}$ NE $\frac{1}{2}$, NE $\frac{1}{2}$ SE $\frac{1}{2}$ Sec 3, SW $\frac{1}{2}$ NW $\frac{1}{2}$ Sec 2 T22N-R22E	
75	0071	John Palmer			2.00	05-01-1888					E $\frac{1}{2}$ NW $\frac{1}{2}$, NE $\frac{1}{2}$ SW $\frac{1}{2}$, NW $\frac{1}{2}$ NE $\frac{1}{2}$ Sec 10 T22N-R22E	
75	0081	Lemhi Placer Mining Co.			10.00	1889					Near two East Forks of Carmen Creek	
75	0072	Albert J. Mathews			0.20	05-01-1890					S $\frac{1}{2}$ NE $\frac{1}{2}$, NE $\frac{1}{2}$ NE $\frac{1}{2}$ Sec 17, SE $\frac{1}{2}$ SE $\frac{1}{2}$ Sec 8 T22N-R22E	
75	0070	Thomas Palmer			0.60	05-01-1892					See place of use for right 75-0069 above.	

1.4
1.4
1.5
1.0
1.0
5.2
Control

VS
THOMAS PALMER, et al

WATER DIST. 75-D

COUNTY Lemhi

JUDICIAL DIST.

JUDGE Joseph C. Rich

DATE OF DECREE May 9, 1902

RECORDED

IN BOOK NO. — AT PAGE NO.

FILE NO. _____

RN.	DN.	DECREED OWNER	NAME	PRESENT OWNER	AMT. INCHES SEC. FT. X	PRIORITY	DIVERSION				REMARKS, LAND TO BE IRRIGATED, ETC.	C.T.
							SUBDIV.	SEC.	TWP.	RG.		
75	0077	Ernest R. Benedict		*	1.4	05-1-1892					See place of use for right 75-0076 (Page 1)	
75	0080	Ora L. & Wm. L. Igou		*	2.0	05-1-1892					See place of use for right 75-0079 (Page 1)	
75	0082	Lemhi Placer Mining Co.			40.0	10-15-1892					On Kirtley Creek from Oct 15 to Apr 15 except the water right can be used when excess over irrig. rts	
75	0059	Frank D. McCracken			0.20	05-1-1896					See place of use for right 75-0058 (Page 1)	
75	0068	Eliza S. Mather	Carmen Lund		1.4	05-1-1896					SE 1/4 Sec 34 T23N-R22E Lots 3, 4 Sec. 2, Lot 1 Sec 3 T22N-R22E	
75	0074	Peter McKinney		*	1.0	05-1-1896					Desert Lot W 1/4 Sec 5. NW 1/4 Sec 3 T22N-R22E	
75	0073	Albert J. Mathews		*	0.8	05-1-1897					See place of use for right 75-0072 (Page 1)	
75	0079	Elwood D. Clark	22 1/2	Sprgs. *	all	05-1-1898					Springs on own land	
		Theodore Batson	22 1/2	*	0.3						No land description in decree	
		Robert Martin	45	*							E 1/4 Sec 35 T23N-R22E	
		John Daniels	45	*							N 1/4 Sec 8 T22N-R22E	
											SE 1/4 Sec 9. W 1/4 Sec 10 T22N-R22E	

Water Dist. No. 75-D

[illegible]