

gkl

RESIDENT AGENTS/FILINGS, INC.

RECEIVED

JUN 09 2000

WATER RESOURCES
WESTERN REGION

Established 1996

DISTRICT COURT - SRBA
TWIN FALLS CO., IDAHO
FILED

May 30, 2000

RECEIVED

JUN 6 - 2000

Department of Water Resources

STATE OF IDAHO
DISTRICT COURT
Snake River Basin Adjudication
P. O. Box 2707
Twin Falls, Idaho 83303-2707

2ND JUN - 1 PM 12:26
DISTRICT COURT - SRBA
TWIN FALLS CO., IDAHO
FILED

On March 31, 1999, GKL Statutory Agent & Filing Services, Inc. resigned as resident agent for this corporation. The last addresses that I have listed for this corporation is DANIEL BURTON, ADAMS, c/o Postmaster General Delivery, Fruitland 83619 and MILTON EVERETT, MITCHEK, c/o Postmaster General Delivery, Durkee, Oregon 97905. This is the only information that I have for this corporation.

63-30182

Very truly yours,


Gregory R. Lee

Street Address:
1100 East William Street, Suite 207
Carson City, NV 89701

888-NV-AGENT
(888-682-4368)
Fax (775) 841-2065

Mailing Address:
P.O. Box 3679
Carson City, NV 89702

CERTIFICATE OF RESIGNATION
OF RESIDENT AGENT

FILED
MAR 31 1999
Dean Heller
Secretary of State

GKL STATUTORY AGENT & FILING SERVICES, INC. is unwilling to continue to act as the agent of the corporation for the service of process, under Section 84.120 of the Nevada Revised Statutes, for the below listed corporation.

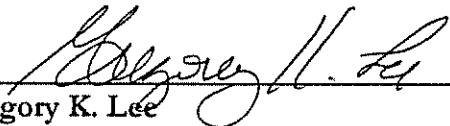
THE OFFICE OF THE FIRST PRESIDING PATRIARCH (OVERSEER) A CORPORATION SOLE AND HIS SUCCESSORS, OVER/FOR AN UNINCORPORATED RELIGIOUS SCRIPTURAL SOCIETY, IN THE NATURE OF ECCLESIA, A.K.A. ALSO KNOW AS ADAMS COVENANT SOCIETY

Filed: September 24, 1997
Corporate Number: C 20634-97

RECEIVED

JUN 06 2000

Department of Water Resources



Gregory K. Lee

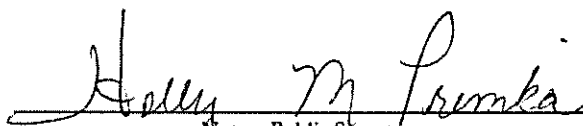
3/31/99
(Date)

State of Nevada

County of Carson

This instrument was acknowledged before me on March 31, 1999, by

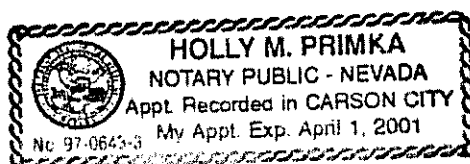
Gregory K. Lee. As President of GKL Statutory Agent & Filing Services, Inc.



Notary Public Signature

(affix notary stamp or seal)

63-30182



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)
Case No. 39576)
_____)

PARTIAL DECREE PURSUANT TO
I.R.C.P. 54(b) FOR
Water Right 63-30182

RECEIVED

JUN 06 2000

Department of Water Resources

NAME AND ADDRESS: ADAMS COVENANT SOCIETY
C/O GKL STATUTORY AGENT
PO BOX 3679
CARSON CITY, NV 89702

SOURCE: GROUNDWATER

QUANTITY: 0.07 CFS

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

PRIORITY DATE: 04/18/1990

POINT OF DIVERSION: T06N R03W S29 NESE Within Payette County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	Domestic 2 HOMES	01-01 TO 12-31	0.04 CFS
	Stockwater	01-01 TO 12-31	0.03 CFS

PLACE OF USE:	Stockwater		Within Payette County
	T06N R03W S29	NESE	
	Domestic		Within Payette County
	T06N R03W S29	NESE	

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

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

THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS
NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT
ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY
DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE
ENTRY OF A FINAL UNIFIED DECREE. I.C. SECTION 42-1412(6).

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.



Barry Wood
Administrative District Judge
Presiding Judge of the
Snake River Basin Adjudication

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

(REGIONAL)

DIVERSION VOLUME

0.03 CFS
0.04 CFS

0.07 CFS

Stage: BENEFICIAL USE

PAYETTE County

MS
AM
NE

[illegible]

SW
NW
NE

[illegible]

Non-Irrigation Uses: 2 HOMES

N11 - THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.

N13 - THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000 GALLONS PER DAY.

Objection Filed Date:

Field Inspection Flag:
Presumption Flag:

AJ0749NP
No. R63-30182

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

DATE: 06/22/98
PAGE: 2

Comments: Date: 05/22/1998 User-ID: DSMITH Subject: COPIED FROM REMARKS
POD AND POU 1/41/4 AMENDED PER MAP SUBMITTED BY CLAIMANT. 12/5/97
OWNERSHIP CHANGED BY LH 12/16/97.

Audit: 06/22/98 CHALKER

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

AJ0749NP
No. R63-30182

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

DATE: 05/22/98
PAGE: 2

Comments: Date: 05/22/1998 User-ID: DSMITH Subject: COPIED FROM REMARKS
POD AND POU 1/41/4 AMENDED PER MAP SUBMITTED BY CLAIMANT. 12/5/97
OWNERSHIP CHANGED BY LH 12/16/97.

Audit: 05/22/98 DSMITH

RIGHT NUMBER: 63-30182

NAME & ADDRESS: DAN ADAMS
PEGGY ADAMS
LAKOTA RANCHES INC
10800 DOBIE RD
COLDWELL ID 83605*Ronald David Jones, Etal
c/o Sitting Bull Trust
P.O. Box 3679
Carson City, NV 89702*

SOURCE: GROUNDWATER

QUANTITY: 0.07 CFS

PRIORITY DATE: 04/18/1990

POINT OF DIVERSION: T06N R03W S29 ✓

NWNENW ✓

Within PAYETTE County

PURPOSE AND

PERIOD OF USE:

PURPOSE OF USE

STOCKWATER

DOMESTIC DOMESTIC, TWO HOMES; STOC

PERIOD OF USE

01-01 12-31

01-01 12-31

QUANTITY

0.03 CFS

0.04 CFS

PLACE OF USE:

STOCKWATER

T06N R03W S29 ✓

Within PAYETTE County

NENW ✓

DOMESTIC

T06N R03W S29 ✓

Within PAYETTE County

NENW ✓

EXPLANATORY MATERIAL: BASIS OF CLAIM - BENEFICIAL USE

*Parcel 51**MN 20112*Verified by *Sandy* Date: *12-10-97*Verification Source: *map, computer*



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, P.O. BOX 83720, Boise, Idaho 83720-0098

Phone: (208) 327-7900 FAX: (208) 327-7866

**PHILIP E. BATT
GOVERNOR**

**KARL J. DREHER
DIRECTOR**

January 15, 1998

RONALD DAVID JONES ET AL
C/O SITTING BULL TRUST
PO BOX 3679
CARSON CITY NV 89702

Re: Snake River Basin Adjudication (SRBA) Water Right No. 63-30182

Dear Applicant(s):

We have been advised you may be the new owner(s) of the property with the water right referenced above.

Before we can modify our records to reflect your new ownership of the water right referenced above, we need Form 42-248/42-1409(6) completed. This form is enclosed for your use. Please return the form to my attention at this office by FEBRUARY 2, 1998.

Please call this office toll-free at 1/800-451-4129 if you have any questions.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Judy Givens'.

Judy Givens
Clerical Specialist

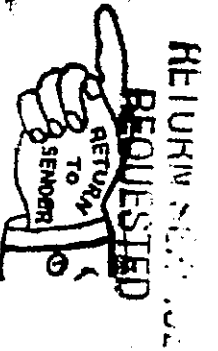
Encl: Form 42-248/42-1409(6)
Water Right Profile Report

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
1301 North Orchard Street
Boise, Idaho 83706-2237

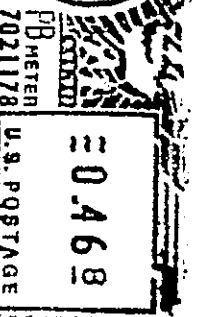
RECEIVED

JAN 29 1998

Department of Water Resources



POSTAGE
PAID



- ☐ Moved - Left No Address
- ☒ Addressee Unknown
- ☐ No Such Number
- ☐ Insufficient Address
- ☐ Forwarding Order Expired

Not addressed

1301 North Orchard Street
Boise, Idaho 83706-2237

State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, P.O. BOX 83720, Boise, Idaho 83720-0098

Phone: (208) 327-7900 FAX: (208) 327-7866

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

January 15, 1998

RONALD DAVID JONES ET AL
C/O SITTING BULL TRUST
PO BOX 3679
CARSON CITY NV 89702

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Please call this office toll-free at 1/800-451-4129 if you have any questions.

Sincerely,

Quincy

Judy Givens
Clerical Specialist

Encl: Form 42-248/42-1409(6)
Water Right Profile Report



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

December 16, 1997

Re: Notice of Claim to a Water Right No. A63-30182

ADAMS COVENANT SOCIETY
C/O PO BOX 3679
GKL STATUTORY AGENT
CARSON CITY NV 89702

Dear Claimant(s):

Enclosed is a copy of the above referenced claim which reflects the change in ownership of the land and appurtenant water rights covered under the original filing.

The Department will contact you in the future concerning any requirements that may be needed in order to process this claim for final court decree.

If you have any questions concerning the enclosed claim, please feel free to contact this office.

Sincerely,

A handwritten signature in cursive script that reads "Lori Harris".

Lori Harris
Technical Records Specialist
Adjudication Section
Western Region Office

LH:1
Enclosure



State of Idaho
DEPARTMENT OF WATER RESOURCES

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

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

December 5, 1997

DAN ADAMS
823 BLAINE #103
CALDWELL ID 83605

Dear Mr. Adams:

Per our phone conversation this morning, enclosed for your signature is the amended claim for A63-30182. Please sign, notarize, and return this claim to my attention and I will be able to complete the ownership change.

If you have any further questions, please feel free to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Lori Harris".

Lori Harris
Technical Records Specialist
Adjudication Section
Western Region

LH:1

Enclosure

ADJUDICATION MEMORANDUM

CLAIM NO.: A63-30182

SUBJECT: Ownership Change / Amend Claim

EMPLOYEE: L. Harris

DATE: 12-5-97

An amended claim was prepared and sent to Dan Adams after speaking with him and clarifying that the map that was faxed to our office shows the correct POD and POW. I told him that the ownership change would be completed upon receipt of the amended claim.

December 5, 1997

To: Department of Water Resources
Lori Harris
(208) 334-2348
5 pages including this cover letter

From: Dan Adams
Return Fax (208) 455-0011

Re: Water Ajudication A-63 30182

Ms. Harris:

I have gone over our documentation of this adjudication Lakota/Sitting Bull to Adams Covenant Society.

I am having a hard time figuring out just what it is that is causing the delay in the transfer of this adjudication. Are you confusing this claim with the one for Fukowe//Adams Covenant Society, a corporation sole Nevada/Idaho, #A63 30181, that our records indicate was already transferred, and located in Section 28.

The map that Peggy marked and faxed to you located in Section 29, is just about exactly on, as far as location of the well. The property description on the Quitclaim Deed and Donation to Adams Covenant Society, a Corporation Sole, instrument number 270467 is accurate. **We are providing you this information for use intended and no other, and as past officers of Lakota Ranches, Inc., said property and water adjudication, according to Payette County Records Office, now is owned by Adams Covenant Society, a corporation sole, Nevada/Idaho.**

I am also faxing the property description on the DECLARATION OF PATENTED PRIVATE LAND AND PRIVATE LAND RIGHT associated and part of #1168225 recorded and obtained from the Bureau of Land Management.(267008)

Consider this faxed document signed, by me the original maker of the NOTICE OF CLAIM TO A WATER RIGHT ACQUIRED UNDER STATE LAW # A 63 30182 and dated 1/17/95, your needed correction of whatever you precieve to be a mistake in the description of said claim.



Dan Adams

RECEIVED

Form 42-1409(10)-1
8/91

JAN 25 1995

Date Received _____

WATER RESOURCES
WESTERN REGION

State of Idaho

RECEIVED

RECEIVED

JAN 17 1995

WATER RESOURCES
WESTERN REGIONDepartment of Water Resources
REQUEST FOR EXTENSION OF TIME
TO FILE ADJUDICATION CLAIM(S)

JAN 20 1995

Department of Water Resources

The Idaho Department of Water Resources will consider this form as a request by the claimant for an additional period of time in which to file claim(s) beyond the 90 days allowed by Section 42-1409(10), Idaho Code.

Dan or Peggy Adams
Lakota Ranches, Inc.

(208) 459-6087

Name of Claimant

Phone Number

10800 Dobie Rd.Caldwell Id 83605

Mailing Address

City

State

Zip

1 Payette / Gem4/18/90
2/14/90

County(s) where place of use is located

A63-30182

Date claim originally due

A63-30181

one domestic well Payette County / 1 domestic well in Gem Co.

Identify water right(s) for which extension is requested

State why an extension of time is requested explaining how a diligent effort has been made to meet the deadline:

We were not notified that we had to file
for the Snake River Adjudication.

Claimant requests an extension to

date of receipts

, 19

Peggy Adams

Signature

12/20

, 19

94

Date of request

Sec Treas

Title

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

The above request for extension of time is hereby [X granted] [_____ denied] for the following reasons:

Notice was not mailed to this address.

and if granted the filing deadline is extended to

Feb 24

, 19

95

Signed this

23day of January

, 19

95

Director or his designated agent

DAVID B. SHAW

Mail to: Idaho Department of Water Resources
1301 N. Orchard St.
Boise, ID 83706

11/08/2000

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

RIGHT NUMBER: 63-30182

NAME AND ADDRESS: L DENICE BAKER
RANDY L BAKER
7010 SE 11TH AVE
CALDWELL, ID 83607

SOURCE: GROUND WATER

QUANTITY: 0.07 CFS

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

PRIORITY DATE: 04/18/1990

POINT OF DIVERSION: T06N R03W S29 NESE
Within PAYETTE County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
STOCKWATER	1-01 12-31	0.03 CFS
DOMESTIC	1-01 12-31	0.04 CFS

PLACE OF USE:

DOMESTIC Within PAYETTE County
T06N R03W S29 NESE
STOCKWATER Within PAYETTE County
T06N R03W S29 NESE

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

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

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

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

PARCEL NO. 51 & MH20112

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

RECEIVED
SEP 06 2000
WATER RESOURCES
WESTERN REGION

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided, if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
	63-30182				

2. The following **REQUIRED** information must be submitted with this form:

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

If your water right(s) and/or adjudication claim(s) are for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s) ADAMS COVENANT SOCIETY C/O PO BOX 3679
GKL STATUTORY AGENT CARSON CITY NV 89702
4. New Owner/Claimant(s) ~~ADAMS~~ RANDY L. BAKER or L. DENICE BAKER
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address 7010 S.E. 11TH AVE
- City, State and ZIP Code Caldwell ID 83607
- New Telephone Number (208) 459-6326
5. Date you acquired the property 12-17-93

6.

If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT
(If the right(s) will not be split, skip this area and proceed to item 7)

Water Right and/or Adjudication Claim Number _____

Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

DESCRIPTION OF YOUR PORTION OF WATER RIGHT
(If the right(s) will not be split, skip this area and proceed to item 7)

Water Right and/or Adjudication Claim Number _____

Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

7.

Signature of New Owner(s) or Claimant(s)
(include title if applicable)

Randy L. Baker

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

For Office Use Only

Received by _____	Date _____	Fee _____
Received by _____	Date _____	Receipt No. _____
Processed by _____ AJ	Date _____	WR _____ Date _____

RECEIVED

SEP 06 2000

WATER RESOURCES
WESTERN REGION

No W626928

September 6 2000

Received of Baker, Randy L. or L. Denise

Twenty Five + ^{no}/₁₀₀ Dollars

Amt of Account		
Amt Paid		
Balance Due		

for 63-30182 Ownership change

\$ Denise Zuffington

Chain of title

RECEIVED

SEP 06 2000

DOCUMENT INQUIRY

WATER RESOURCES
WESTERN REGION

DR20

NAME	PARTY	REC.DATE	DOC.DATE	INST/UCC#
BAKER, RANDY	2ND	03/17/1997	02/04/1997	266657
JONES, RONALD DAVID	1ST	AMENDED LIS PENDENS		
/ /	DESC:	CASE NO. CV-OC-96-03929*D		
BAKER, RANDY	2ND	06/24/1997	06/24/1997	268432
JONES, RONALD DAVID	1ST	SHERIFF CERT SALE FORECLOSURE		
/ /	DESC:	NE 1/4 ETC.		
BAKER, RANDY	2ND	07/07/1998	07/07/1998	275314
JONES, RONALD DAVID	1ST	SHERIFF'S DEED		
/ /	DESC:	CASE NO. CV-OC-96-03929*D		
BAKER, RANDY	2ND	05/10/2000	03/07/2000	287574
SKINNER LAND SURVEY CO	1ST	RECORD OF SURVEY		
/ /	DESC:	SE1/4 NE1/4 ETC. BK: 6 PG: 57		
BAKER, RANDY	2ND	05/10/2000	03/07/2000	287575
SKINNER LAND SURVEY CO	1ST	RECORD OF SURVEY		
/ /	DESC:	NW1/4 SE1/4 ETC. BK: 6 PG: 58		
BAKER, RANDY L	2ND	06/02/1997	03/18/1997	267998
ADAMS, DANIEL BURTON	1ST	NOTICE OF LIS PENDENS		
/ /	DESC:	CASE NO CV-OC-97-04252*D		

END SCROLLING?

I

DOCUMENT INQUIRY

DR20

NAME	PARTY	REC.DATE	DOC.DATE	INST/UCC#
BAKER, RANDY L	2ND	06/25/1997	11/19/1990	268465
ADAMS ELECTRIC	1ST	LIEN		
/ /	DESC:	RE: INST #263503		1400.00
BAKER, RANDY L	2ND	10/15/1998	10/09/1998	277071
PARKER, RUSTY TRUST	1ST	WARRANTY DEED		
/ /	DESC:	SE1/4 NE1/4 ETC.		
BAKER, RANDY L	2ND	10/15/1998	10/14/1998	277072
JONES, RONALD DAVID	1ST	WARRANTY DEED		
/ /	DESC:	SE1/4 NE1/4 ETC.		
BAKER, RANDY L	1ST	10/15/1998	10/07/1998	277073
MERITAGE MORTGAGE CORP	2ND	DEED OF TRUST		
ASG: 277074 10/15/1998	DESC:	NE1/4 SE1/4 ETC.		96000.00
BAKER, RANDY L	2ND	10/15/1998	/ /1900	277075
CTC, INC	1ST	EASEMENT		
/ /	DESC:	NW1/4 SW1/4 ETC.		
BAKER, RANDY L	1ST	10/15/1998	10/08/1998	277088
PUBLIC	2ND	DECLARE MANF HOME REAL PROP		
/ /	DESC:	SE CORNER OF THE NE1/4 ETC.		

END SCROLLING?

I

DOCUMENT INQUIRY

DR20

NAME	PARTY	REC.DATE	DOC.DATE	INST/UCC#
BAKER, RANDY L (REF)	1ST	10/15/1998	10/07/1998	277074
RESOURCE BANCSHARES GROUP	2ND	ASSIGN. OF DEED OF TRUST		
/ /				
BAKER, RANDY L.	1ST	04/25/1996	04/23/1996	261203
LAKOTA RANCHES, INC.	2ND	LIS PENDENS		
/ /	DESC:	CASE NO CV-PI-00065*D		
BAKER, RANDY L.	2ND	08/26/1996	08/23/1996	263503
ADAMS ELECTRIC	1ST	LIEN		
/ /				1400.00
/ /				
/ /				
/ /				
/ /				
/ /				

END SCROLLING?

I

Warranty Deed

RECEIVED

SEP 06 2000

WATER RESOURCES
WESTERN REGION

For Value Received

RONALD DAVID JONES, a single man

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

RANDY L. BAKER, AN UNMARRIED MAN

whose current address is

7010 SOUTHEAST 11TH AVENUE, CALDWELL, ID. 83605

- Quit claim to add wife's name
not recorded as of 9-6-00.
RJ

the grantee, the following described premises, in PAYETTE County Idaho, to wit:

LAND IN SEC. 29, TWP. 6 N., R 3 W., B.M., PAYETTE COUNTY, IDAHO:
SE $\frac{1}{4}$ NE $\frac{1}{4}$; NE $\frac{1}{4}$ SE $\frac{1}{4}$; NW $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$; AND E $\frac{1}{2}$ E $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$.

Ronald Jones purchased from
Sheriff Sale - Payette County.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor do hereby covenant to and with the said Grantee, that they the owner in fee simple of said premises; that they are free from all incumbrances excepting reservations, easements, incumbrances, restrictions, and any rights of way appearing of record and/or existing,

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

Dated: OCTOBER 14, 1998

Ronald David Jones
RONALD DAVID JONES

STATE OF IDAHO, COUNTY OF PAYETTE
On this 14th day of October, 1998,
before me, a notary public in and for said State, personally appeared

RONALD DAVID JONES

known to me to be the person whose name
subscribed to the within instrument, and acknowledged to me that he executed the same as

Laurel Stigle
Notary Public
Residing at Payette, Idaho
Comm. Expires 12-1-98

277072
STATE OF IDAHO }
County of Payette } SS

I hereby certify that this instrument
was filed for record at the request of

ALLIANCE TITLE & ESCROW CORP.

Time 11:30 AM
Date Oct. 15, 1998
Instrument # 277072-Deeds
LAUREL L. STIGLE

By *Judy L. Lammle*
Deputy
Fee \$3.00

277071

2000, 1900/2

Warranty Deed

For Value Received

RUSTY AND SHIRLEY PARKER TRUST

the grantor s, do hereby grant, bargain, sell and convey unto

RANDY L. BAKER, AN UNMARRIED MAN

whose current address is

7010 SOUTHEAST 11TH AVENUE, CALDWELL, ID. 83605

the grantee, the following described premises, in PAYETTE County Idaho, to wit:

LAND IN SEC. 29, TWP. 6 N., R. 3 W., B.M., PAYETTE COUNTY, IDAHO:
SE $\frac{1}{4}$ NE $\frac{1}{4}$; NE $\frac{1}{4}$ SE $\frac{1}{4}$; NW $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$; AND E $\frac{1}{2}$ E $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$.

State of Idaho, County of Payette ALLIANCE TITLE & ESCROW CORP.

I certify that this instrument was filed for record at the request of
Time 11:28 A.M. Date Oct. 15, 1998 Instrument 277071
Laura L. Siggie, Ex-Officio Recorder by Judge B. Samuels Deputy Fee \$3.00

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee
his heirs and assigns forever. And the said Grantor does hereby covenant to and with the said
Grantee, that they the owner in fee simple of said premises; that they are free from all incumbrances excepting
reservations, easements, incumbrances, restrictions, and any rights of way appearing
of record and/or existing,

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

Dated: OCTOBER 9, 1998
RUSTY AND SHIRLEY PARKER TRUST

Rusty Parker, Trustee
RUSTY PARKER, TRUSTEE

Shirley Parker, Trustee
SHIRLEY PARKER, TRUSTEE

State of Idaho

County of Payette

ss.

On this 9 day of October, in
the year 1998 before me a Notary Public
personally appeared *Rusty Parker*
Shirley Parker known or
identified to me to be the person whose name
subscribed to the within instrument as
trustee of the *Rusty and Shirley*
Parker Trust

and acknowledged to me that they executed the same as trustee.

Michael B. Henkel
Notary Public
residing at *Nampa Idaho*
Comm. Expires *10-20-00*

MICHAEL B. HENKEL
★ NOTARY PUBLIC ★
STATE OF IDAHO

RESIDING AT NAMPA, ID
MY COMMISSION EXPIRES 10-20-00

RECEIVED

SEP 06 2000

WATER RESOURCES
WESTERN REGION

MAKE CHECK PAYABLE TO:
PAYETTE COUNTY TAX COLLECTOR
WANDA COLLINGWOOD, TREASURER
1130 3RD AVENUE NORTH
PAYETTE, ID 83661
PHONE: (208)642-6004

TAX YEAR 1998 CODE AREA 15
PROPERTY TAX RECEIPT
COUNTY OF PAYETTE
STATE OF IDAHO

PARCEL: 51
STATE #: 06N03W291800
REAL PROPERTY
VALUATION
LAND 9,611
IMPRVMTS
PERS. PROP.
MOBILE HM
SUBTOTAL 9,611
-HM EXEMP
TOTAL 9,611

BAKER, RANDY L
7010 SE 11TH AVE
CALDWELL ID 83605

TAXING DIST	*PHONE*	**RATE**	**AMOUNT**
COUNTY	642-6000	.003974762	38.20
RODENT DIST.	642-6021	.000116638	1.12
RECREATION	452-3542	.000400501	3.85
ROAD & BRIDGE	278-3402	.000859295	8.26
SCHOOL #372	278-5740	.006820180	65.55
PARKVIEW CEM.	452-3127	.000209372	2.01
SAND HOLLOW F.	459-6514	.000568894	5.47
SUBTOTAL			.012949642
LANDFILL BOND			.00

SENE- NESE SEC. 29-6-3
M.H #20112 21320

TOTAL ACRES: 80.00

TAXES DELINQUENT FOR:

TOT TAX, SPECIALS, FEES 124.46
-CIRCUIT BREAKER EXEMPTION .00
SUBTOTAL 124.46

IMPORTANT
PLEASE READ BOTH FRONT AND BACK
MONTHLY PAYMENTS ARE ACCEPTED **NET TAX, SPECIALS, FEES** 124.46

PAYMENTS RECEIVED WITH A DELINQUENCY WILL BE
APPLIED TO THE OLDEST DELINQUENT YEAR.
TO AVOID LATE CHARGES, PAYMENTS MUST BE
RECEIVED OR POSTMARKED BY THE DUE DATE.
KEEP TOP PORTION FOR YOUR RECORDS.
PERSONAL CHECKS ARE YOUR RECEIPT
SUBJECT TO BANK CLEARANCE.

*pd 62.23
12-17-98
clerk #2959*

FOR PROPER CREDIT THIS STUB MUST BE RETURNED WITH PAYMENT
PERSONAL CHECKS ARE SUBJECT TO BANK CLEARANCE

BAKER, RANDY L

51
YR: 1998
CD: 15

DELINQUENCIES:

STATE #
06N03W291800
TAXES/SPECIALS
LANDFILL FEE
TOTAL DUE

2ND HALF

62.23
.00
62.23

COUNTY: PAYETTE

LATE
INT
COST
TOT

DELINQUENT IF NOT PAID ON OR BEFORE

JUNE 20, 1999

DATE PAID:

CHECK#:

PAID BY:

CASH

RECEIVED

SEP 06 2000

WATER RESOURCES
WESTERN REGION

MAKE CHECK PAYABLE TO:
PAYETTE COUNTY TAX COLLECTOR
WANDA COLLINGWOOD, TREASURER
1130 3RD AVENUE NORTH
PAYETTE, ID 83661
PHONE: (208)642-6004

TAX YEAR 1998 CODE AREA 15
PROPERTY TAX RECEIPT
COUNTY OF PAYETTE
STATE OF IDAHO

PARCEL#: 21320
STATE #: MOBILE HOME
VALUATION
LAND
IMPRVMTS
PERS. PROP.
MOBILE HM 1,050
SUBTOTAL 1,050
-HM EXEMP
TOTAL 1,050

BAKER, RANDY L
PO BOX 413
CALDWELL ID 83606

TAXING DIST	*PHONE*	**RATE**	**AMOUNT**
COUNTY	642-6000	.003974762	4.18
RODENT DIST.	642-6021	.000116638	.12
RECREATION	452-3542	.000400501	.42
ROAD & BRIDGE	278-3402	.000859295	.90
SCHOOL #372	278-5740	.006820180	7.16
PARKVIEW CEM.	452-3127	.000209372	.22
SAND HOLLOW F.	459-6514	.000568894	.60
SUBTOTAL			.012949642
LANDFILL BOND			.00

60 PONTIAC CHIEF
SHOP ONLY
NO LANDFILL
ON #51

TOTAL ACRES: .00

TAXES DELINQUENT FOR:

TOT TAX, SPECIALS, FEES 13.60
-CIRCUIT BREAKER EXEMPTION .00
SUBTOTAL 13.60

IMPORTANT
PLEASE READ BOTH FRONT AND BACK
MONTHLY PAYMENTS ARE ACCEPTED
NET TAX, SPECIALS, FEES 13.60

PAYMENTS RECEIVED WITH A DELINQUENCY WILL BE
APPLIED TO THE OLDEST DELINQUENT YEAR.
TO AVOID LATE CHARGES, PAYMENTS MUST BE
RECEIVED OR POSTMARKED BY THE DUE DATE.
KEEP TOP PORTION FOR YOUR RECORDS.
PERSONAL CHECKS ARE YOUR RECEIPT
SUBJECT TO BANK CLEARANCE.

*12-17-98
Paid
Full
Chk # 2958*

FOR PROPER CREDIT THIS STUB MUST BE RETURNED WITH PAYMENT
PERSONAL CHECKS ARE SUBJECT TO BANK CLEARANCE

BAKER, RANDY L

21320
YR: 1998
CD: 15

DELINQUENCIES:

STATE #

2ND HALF

TAXES/SPECIALS 6.80
LANDFILL FEE .00
TOTAL DUE 6.80

COUNTY: PAYETTE

LATE
INT
COST
TOT

DELINQUENT IF NOT PAID ON OR BEFORE

JUNE 20, 1999

DATE PAID:

CHECK#:

PAID BY:

CASH

RECEIVED
SEP 06 2000

WATER RESOURCES
WESTERN REGION

MAKE CHECK PAYABLE TO:
PAYETTE COUNTY TAX COLLECTOR
WANDA COLLINGWOOD, TREASURER
1130 3RD AVENUE NORTH
PAYETTE, ID 83661
PHONE: (208)642-6004

TAX YEAR 1998 CODE AREA 15
PROPERTY TAX RECEIPT
COUNTY OF PAYETTE
STATE OF IDAHO

PARCEL#: 74179
STATE #:
SUB PERS(MACH)
VALUATION
LAND
IMPRVMNTS
PERS.PROP. 11,101
MOBILE HM
SUBTOTAL 11,101
-HM EXEMPT
TOTAL 11,101

BAKER, RANDY & DENICE
PO BOX 413
CALDWELL ID 83605

TAXING DIST	*PHONE*	**RATE**	**AMOUNT**
COUNTY	642-6000	.003974762	44.13
RODENT DIST.	642-6021	.000116638	1.29
RECREATION	452-3542	.000400501	4.45
ROAD & BRIDGE	278-3402	.000859295	9.54
SCHOOL #372	278-5740	.006820180	75.71
PARKVIEW CEM.	452-3127	.000209372	2.32
SAND HOLLOW F.	459-6514	.000568894	6.32
SUBTOTAL		.012949642	143.76
LANDFILL BOND			.00

FARM EQUIP

TOTAL ACRES: .00

TAXES DELINQUENT FOR:

TOT TAX, SPECIALS, FEES	143.76
-CIRCUIT BREAKER EXEMPTION	.00
SUBTOTAL	143.76

IMPORTANT
PLEASE READ BOTH FRONT AND BACK

MONTHLY PAYMENTS ARE ACCEPTED

PAYMENTS RECEIVED WITH A DELINQUENCY WILL BE
APPLIED TO THE OLDEST DELINQUENT YEAR.

TO AVOID LATE CHARGES, PAYMENTS MUST BE
RECEIVED OR POSTMARKED BY THE DUE DATE.

KEEP TOP PORTION FOR YOUR RECORDS.

PERSONAL CHECKS ARE YOUR RECEIPT
SUBJECT TO BANK CLEARANCE.

NET TAX, SPECIALS, FEES 143.76

FOR PROPER CREDIT THIS STUB MUST BE RETURNED WITH PAYMENT
PERSONAL CHECKS ARE SUBJECT TO BANK CLEARANCE

BAKER, RANDY & DENICE

74179

YR: 1998

CD: 15

DELINQUENCIES:

STATE #

2ND HALF

TAXES/SPECIALS	71.88
LANDFILL FEE	.00
TOTAL DUE	71.88

COUNTY: PAYETTE

LATE
INT
COST
TOT

DELINQUENT IF NOT PAID ON OR BEFORE JUNE 20, 1999

DATE PAID:

CHECK#:

PAID BY:

CASH

RECEIVED

SEP 06 2000

WATER RESOURCES
WESTERN REGION

*pd 71.88
12-17-98
CK# 2959*

MAKE CHECK PAYABLE TO:
PAYETTE COUNTY TAX COLLECTOR
WANDA COLLINGWOOD, TREASURER
1130 3RD AVENUE NORTH
PAYETTE, ID 83661
PHONE: (208)642-6004

TAX YEAR 1998 CODE AREA 15
PROPERTY TAX RECEIPT
COUNTY OF PAYETTE
STATE OF IDAHO

PARCEL: 20112
STATE #:
MOBILE HOME
VALUATION
LAND
IMPRVMNTS
PERS. PROP.
MOBILE HM 50,147
SUBTOTAL 50,147
-HM EXEMP 12,537
TOTAL 37,610

BAKER, RANDY L OR MCGIRL,
NELLIE OR BAKER, BEN RAY
PO BOX 413
CALDWELL ID 83606-0413

TAXING DIST	*PHONE*	**RATE**	**AMOUNT**
COUNTY	642-6000	.003974762	149.49
RODENT DIST.	642-6021	.000116638	4.39
RECREATION	452-3542	.000400501	15.06
ROAD & BRIDGE	278-3402	.000859295	32.32
SCHOOL #372	278-5740	.006820180	256.51
PARKVIEW CEM.	452-3127	.000209372	7.87
SAND HOLLOW F.	459-6514	.000568894	21.40
SUBTOTAL		.012949642	487.04
NEW LANDFILL FEE 642-6036			36.00
LANDFILL BOND			.00

90 KIT
KITIDL9077C20SN12175A
27X61'
ON #51

LOC: 7010.0 S E 11 AV
TOTAL ACRES: .00

TAXES DELINQUENT FOR:	TOT TAX, SPECIALS, FEES	523.04
	-CIRCUIT BREAKER EXEMPTION	.00
	SUBTOTAL	523.04

IMPORTANT
PLEASE READ BOTH FRONT AND BACK
MONTHLY PAYMENTS ARE ACCEPTED **NET TAX, SPECIALS, FEES** 523.04

PAYMENTS RECEIVED WITH A DELINQUENCY WILL BE
APPLIED TO THE OLDEST DELINQUENT YEAR.
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RECEIVED OR POSTMARKED BY THE DUE DATE.
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PERSONAL CHECKS ARE YOUR RECEIPT
SUBJECT TO BANK CLEARANCE.

*Pd 261.52
12-17-98
CHK # 2959*

FOR PROPER CREDIT THIS STUB MUST BE RETURNED WITH PAYMENT
PERSONAL CHECKS ARE SUBJECT TO BANK CLEARANCE

BAKER, RANDY L OR MCGIRL, 20112
YR: 1998
CD: 15

DELINQUENCIES:

STATE #

2ND HALF

TAXES/SPECIALS	243.52
LANDFILL FEE	18.00
TOTAL DUE	261.52

COUNTY: PAYETTE

LATE
INT
COST
TOT

DELINQUENT IF NOT PAID ON OR BEFORE JUNE 20, 1999
DATE PAID: CHECK #:
PAID BY: CASH

RECEIVED
SEP 06 2000
WATER RESOURCES
WESTERN REGION

MAKE CHECK PAYABLE TO:
PAYETTE COUNTY TAX COLLECTOR
WANDA COLLINGWOOD, TREASURER
1130 3RD AVENUE NORTH
PAYETTE, ID 83661
PHONE: (208)642-6004

TAX YEAR 1998 CODE AREA 15
PROPERTY TAX RECEIPT
COUNTY OF PAYETTE
STATE OF IDAHO

PARCEL: 56
STATE #: 06N03W297820
REAL PROPERTY
VALUATION
LAND 334
IMPRVMTS
PERS. PROP.
MOBILE HM
SUBTOTAL 334
-HM EXEMP
TOTAL 334

BAKER, RANDY L
7010 SE 11TH AVE
CALDWELL ID 83605

TAXING DIST	*PHONE*	**RATE**	**AMOUNT**
COUNTY	642-6000	.003974762	1.34
RODENT DIST.	642-6021	.000116638	.04
RECREATION	452-3542	.000400501	.13
ROAD & BRIDGE	278-3402	.000859295	.29
SCHOOL #372	278-5740	.006820180	2.28
PARKVIEW CEM.	452-3127	.000209372	.07
SAND HOLLOW F.	459-6514	.000568894	.19
SUBTOTAL		.012949642	4.34
LANDFILL BOND			.00

NWNESE-E1/2E1/2NWSE,
SEC 29-6-3 WBM

TOTAL ACRES: 12.50

TAXES DELINQUENT FOR:

TOT TAX, SPECIALS, FEES	4.34
-CIRCUIT BREAKER EXEMPTION	.00
SUBTOTAL	4.34

IMPORTANT
PLEASE READ BOTH FRONT AND BACK

MONTHLY PAYMENTS ARE ACCEPTED **NET TAX, SPECIALS, FEES**

PAYMENTS RECEIVED WITH A DELINQUENCY WILL BE
APPLIED TO THE OLDEST DELINQUENT YEAR.
TO AVOID LATE CHARGES, PAYMENTS MUST BE
RECEIVED OR POSTMARKED BY THE DUE DATE.
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PERSONAL CHECKS ARE YOUR RECEIPT
SUBJECT TO BANK CLEARANCE.

12-17-98
Pd C/C # 2958
EX Full

FOR PROPER CREDIT THIS STUB MUST BE RETURNED WITH PAYMENT
PERSONAL CHECKS ARE SUBJECT TO BANK CLEARANCE

BAKER, RANDY L

56
YR: 1998
CD: 15

DELINQUENCIES:

STATE #
06N03W297820
TAXES/SPECIALS
LANDFILL FEE
TOTAL DUE

2ND HALF

2.17
.00
2.17

COUNTY: PAYETTE

LATE
INT
COST
TOT

DELINQUENT IF NOT PAID ON OR BEFORE JUNE 20, 1999
DATE PAID: CHECK #:
PAID BY: CASH

RECEIVED

SEP 06 2000

WATER RESOURCES
WESTERN REGION

277073

Prepared by:

MERITAGE MORTGAGE CORPORATION
5665 SOUTHWEST MEADOWS ROAD, SUITE 350
LAKE OSWEGO, OR 97035

State of Idaho, County of Payette ALLIANCE TITLE & ESCROW CORP.
certify that this instrument was filed for record at the request of
Time 11:32 AM Date Oct 15, 1998 Instrument 277073
Laura L. Stigile, Ex-Officio Recorder by Judge Lamale Deputy Fee \$33.00

[Space Above This Line For Recording Data]

Loan Number: 9980294

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on
RANDY L. BAKER, AN UNMARRIED MAN

October 07, 1998

The grantor is

("Borrower"). The trustee is
ALLIANCE TITLE & ESCROW CORPORATION

("Trustee"). The beneficiary is MERITAGE MORTGAGE CORPORATION,
AN OREGON CORPORATION
which is organized and existing under the laws of
address is 5665 SOUTHWEST MEADOWS ROAD, SUITE 350
LAKE OSWEGO, OR 97035
Ninety-Six Thousand & 00/100

OREGON

and whose

("Lender"). Borrower owes Lender the principal sum of

Dollars (U.S. \$96,000.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for
monthly payments, with the full debt, if not paid earlier, due and payable on
November 01, 2028
This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals,
extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to
protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this
Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of
sale, the following described property located in
PAYETTE
County, Idaho:
LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

Parcel Number: 51/56

which has the address of 7010 SOUTHEAST 11TH AVENUE, CALDWELL
Idaho 83605 ("Property Address");

[Street, City].

[Zip Code]
IDAHO-Single Family-FNMA/FHLMC UNIFORM
INSTRUMENT Form 3013 8/90
Amended 12/93
Page 1 of 8
VMP MORTGAGE FORMS - (800)521-7281
Initials: LRB



DD5102

RECEIVED

SEP 06 2000

WATER RESOURCES
WESTERN REGION

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debt to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold, and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by applicable law to Borrower and to other persons prescribed by applicable law. Trustee shall give public

Form 3013 9/90

notice of sale to the persons and in the manner prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

22. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under applicable law.

23. Substitute Trustee. Lender may, for any reason or cause, from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

24. Area and Location of Property. Either the Property is not more than twenty acres in area or the Property is located within an incorporated city or village.

25. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable box(es))

- | | | |
|---|---|---|
| ☒ Adjustable Rate Rider | ☐ Condominium Rider | ☐ 1-4 Family Rider |
| ☐ Graduated Payment Rider | ☐ Planned Unit Development Rider | ☐ Biweekly Payment Rider |
| ☐ Balloon Rider | ☐ Rate Improvement Rider | ☐ Second Home Rider |
| ☐ VA Rider | ☐ Other(s) [specify] | |

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

Randy L. Baker (Seal)
RANDY L. BAKER -Borrower

____ (Seal)
____ -Borrower

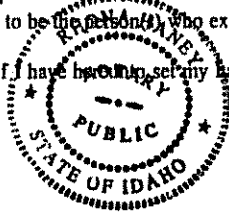
____ (Seal) (Seal)
____ -Borrower -Borrower

STATE OF IDAHO, Payette County ss:
On this 8th day of October, 1998, before me, Rhona Haney, a Notary Public in and for said county and state, personally appeared

Randy L. Baker

known or proved to me to be the person(s) who executed the foregoing 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.



Rhona Haney
Notary Public residing at: Payette 01-21-2003

277073

EXHIBIT "A"

Beginning 110 feet North of the S.E. Corner of the NE1/4SE1/4 of Sec. 29, Twp. 6 N., R. 3 W., B.M., Payette County, Idaho; thence North along section line 1210 feet, more or less, to the East quarter corner; thence West along quarter line 420 feet, more or less, to the center line of canal; thence Southerly following center line of canal 480 feet, more or less; thence leaving the canal southeasterly 320 feet, more or less, to a point which is 230 feet West of the East section line, to a cement post; thence Southerly 550 feet, more or less, to a point 230 feet West of the Point of Beginning; thence Easterly 230 feet to the Point of Beginning.

ADJUSTABLE RATE RIDER

(LIBOR 6 Month Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 7TH day of OCTOBER, 1998 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to:

HERITAGE MORTGAGE CORPORATION, AN OREGON CORPORATION

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

7010 SOUTHEAST 11TH AVENUE,
CALDWELL, ID 83605
[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 9.500 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES**(A) Change Dates**

The interest rate I will pay may change on the first day of NOVEMBER, 2000, and on that day every 6TH month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for 6 month U.S. dollar-denominated deposits in the London Market ("LIBOR"), as published in The Wall Street Journal. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new Index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding SIX AND THREE EIGHTHS percentage points (6.375 %) to the Current Index. The Note Holder will then round the result of this addition up to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 12.500 % or less than 9.500 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than ONE AND ONE HALF percentage point(s) 1.500 % from the rate of interest I have been paying for the preceding 6 months. My interest rate will never be greater than 16.500 % , or less than 9.500 % .

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.


RANDY L. BAKER

10-8-98
DATE

(SEAL)

40A

N
W+E
S

53 51
56 51

SE Corner of NE Quarter of SE Quarter

Section 29, Township 6,
North Range 3 West
Boise Meridian 90

Canal

40A

5,71

5A

480 2.52
4

270
320 ft
1,31 ft
Pond

3,7

109
Well

Well

1,3

8

555

1,72

12A

Power

Electricity

280 ft
Pond

56

51

RECORDED
JUN 8 1982
BY CLERK
COUNTY CLERK

RANDY L. BAKER

Payette 55
CO. g em
CO.

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

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

CIVIL CASE NUMBER: 39576

Ident. Number: **A63-30182**
Date Received: 1/17/1995
Receipt No: W018503
Received By: _____

**COPY FOR
YOUR FILES**

**NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW**

**COPY FOR
YOUR FILES**

1. Name: ADAMS COVENANT SOCIETY
Address: C/O PO BOX 3679
GKL STATUTORY AGENT
CARSON CITY NV

89702

2. Date of Priority: APR 18, 1990

3. Source: GROUNDWATER

Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
06N	03W	29		NE	SE		PAYETTE

5. Description of diverting works:
WELL, 120' DEEP, 2 HP PUMP-ABOUT 1982.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
DOMESTIC	01/01	12/31	0.040		
STOCKWATER	01/01	12/31	0.030		

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

A.F.A.

8. Total consumptive use is

Acre Feet Per Annum.

9. Non-irrigation uses:

DOMESTIC, TWO HOMES; STOCKWATER, 100 HD CATTLE.

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
06N	03W	29	NE	SE		DOMEST	
			NE	SE		STOCK	

11. Place of use in counties: PAYETTE

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

13. Other Water Rights Used:

14. Remarks:

POD AND POU 1/41/4 AMENDED PER MAP SUBMITTED BY CLAIMANT. 12/5/97
OWNERSHIP CHANGED BY LH 12/16/97.

15. Basis of Claim: BENEFICIAL USE

Form 0240(12-1996) 1/97

RECEIVED

OCT 15 1997

WATER RESOURCES
WESTERN REGIONSTATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES

RECEIVED

OCT 10 1997

Department of Water Resources

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

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

RECEIVED

1. Water Right No(s): A-63-30182
- Adjudication Claim No(s): Civil Case #39576

OCT 22 1997

WATER RESOURCES
WESTERN REGION

2. The following REQUIRED information must be submitted with this form:

A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.

AND

B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually attached to your deed or on file with the county.)

OR

C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.

3. Name and Address of Former Owner/Claimant Lakota Ranches, Inc/SittingBull Trust
10800 Dobie Road Caldwell, Idaho 83605
4. New Owner/Claimant(s) Adams Covenant Society
Name Connector (Check one): ☒ and, ☐ or, ☐ and/or
New Mailing Address c/o Post Master General Delivery
City, State and ZIP Code Middleton, The Idaho State
New Telephone Number

5. Date you acquired the property (208) 459-1100
January 29, 1995 (all 92 acres)

6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.

Number of acres you irrigate .07 Number and type of stock two 100 Head of cattle
Diversion rate in CFS _____ Number of homes _____ Other uses _____

If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.

7. Signature of New Owner or Claimant(s)

James Henson, Adams
Trustee in Trust/Attorney in Fact
presiding patriarch

(Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign form.)

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

Lori Harris
Idaho State Department of Water Resources
(208) 334-2348 Fax number

7 pages including this cover sheet

~~Corrected mailing location~~
~~Adams Covenant Society~~
~~c/o PO Box 3679~~
~~GKL Statutory Agent~~
~~Carson City, Nevada 89702~~

Thank you!

RECEIVED

OCT 22 1997

WATER RESOURCES
WESTERN REGION

COPY

SECRETARY OF STATE



CERTIFICATE OF EXISTENCE WITH STATUS IN GOOD STANDING

I, DEAN HELLER, the duly elected and qualified Nevada Secretary of State, do hereby certify that I am, by the laws of said State, the custodian of the records relating to filings by corporations, limited-liability companies, limited partnerships, and limited-liability partnerships pursuant to Title 7 of the Nevada Revised Statutes which are either presently in a status of good standing or were in good standing for a time period subsequent of 1976 and am the proper officer to execute this certificate.

I further certify that the records of the Nevada Secretary of State, at the date of this certificate, evidence, **THE OFFICE OF THE FIRST PRESIDING PATRIARCH (OVERSEER) A CORPORATION SOLE AND HIS SUCCESSORS, OVER/FOR AN UNINCORPORATED RELIGIOUS SCRIPTURAL SOCIETY, IN THE NAME OF ECCLESIA, A.K.A. ALSO KNOWN AS ADAMS COVENANT SOCIETY**, as a non-profit corporation duly organized under the laws of Nevada and existing under and by virtue of the laws of the State of Nevada since September 24, 1997, and is in good standing in this state.



IN WITNESS WHEREOF, I have hereunto set my hand
and affixed the Great Seal of State, at my office, in
Carson City, Nevada, on October 15, 1997.

Dean Heller
Secretary of State
By *Jacqueline Curry*
Certification Clerk

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OCT 22 1997

WATER RESOURCES
WESTERN REGION

Sitting Bull Trust, a Trust
Hyla Marie., Clapier
Trustee in Trust
General Delivery
United States Post Office
New Plymouth, The Idaho state

PERMISSION TO CHANGE WATER RIGHT OWNERSHIP

Re: A-63-301182 Lakota to Sitting Bull Trust, a Trust

Be advised that a Quitclaim Deed was executed on January 29, 1995, from Lakota Ranches, Inc., to Sitting Bull Trust, a Trust to Quitclaim 92 acres located in Section 29, Payette county, Idaho (see Attached "A")

Lakota Ranches, Inc., does henceforth relinquish all rights to said Water Right/ Adjudication Claim Number A-63-30182 to Sitting Bull Trust, a Trust.

Dated this 30th day of December 1995.



Dan B. Adams xPresident

COPY

CERTIFICATE OF EVIDENCE OF APPOINTMENT

RECEIVED

OCT 22 1997

WATER RESOURCES
WESTERN REGION

ASSEVERATION

Nevada (Republic)

Carson county

)
) Signed and Scaled
)

On this day personally appeared before us, Daniel Burton, Adams, known to us to be the individual man being described in, and who executed the within and foregoing Instrument of Acknowledgment, of the Office of the First Presiding Patriarch (Overseer), a corporation sole and his successors, over/for Adams Covenant Society and acknowledged that he signed the same as his free and voluntary Act and Deed for the uses and purposes therein mentioned, on this, the 19th day of the September month in the Year of Our Redeemer and Saviour, Yahshua the Messiyah, One Thousand Nine Hundred and Ninety-Seven.

Daniel Burton, Adams
Daniel Burton, Adams, the Presiding Patriarch (Overseer)



SEAL

LET THIS DOCUMENT STAND AS THE TRUTH BEFORE YHVH, THE ALMIGHTY, AND
LET IT BE ESTABLISHED BEFORE MEN ACCORDINGLY AS THE SCRIPTURES SAITH:

"...By the mouth of two or three witnesses shall every word be established." [2 Corinthians 13:1]

WITNESSES:

1. Helen, Ironbridge
SEAL
2. Nicholas Emil Dahl
SEAL
3. Camilla Louise, Burrell
SEAL

COPY

QUITCLAIM DEED

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OCT 22 1997

WATER RESOURCES
WESTERN REGION

KNOW ALL BY THESE PRESENTS that Sitting Bull Trust, by Trustee, Approval; Hereinafter called grantor, for the consideration stated, does hereby remise, release and forever quitclaim unto The Office of the First Presiding Patriarch, Daniel Burton., Adams (Overseer) over/for a Corporate Sole, Adams Covenant Society, and his successor, Hereinafter called grantee, and unto grantee's heirs, successors and assigns, all of the grantor's rights, title and interest in that certain Real property, with the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining, situated in Payette county, the state of Idaho, described as follows to wit:

IN TOWNSHIP 6, NORTH, RANGE 3 WEST OF THE
BOISE MERIDIAN, Section 29; SE1/4NE1/4, NE1/4SE1/4, NW1/4NE1/4,
NW1/4SE1/4, and E1/2 E1/2, NW1/4 SE1/4. Total approximately 92 acres.
On the soil Payette county, together with All Right of Title. all water, water
rights, ditches and right of way for ditches appurtenant thereto or in anywise
appertaining which is incorporated herein by reference and thereby made a part hereof.
See attached.

Given under my hand this 7 day of October, 1997.

Jerry Hanson, Weber Trustee
(Grantor)
Sitting Bull Trust
(Grantor)

///)
Canyon County)
The State of Idaho)ss
United States of America)
///)

Trustee

On this day Jerry Hanson., Weber, personally appeared before me a Notary, in and for Canyon county, in and for the State of Idaho, to me known to be the person described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the use and purposes therein mentioned *as Trustee*

Given under my hand and official seal this 7 day of October, 1997.

MY COMMISSION EXPIRES 8/9/2001, NOTARY:

James L. Keeter
COPY

RECEIVED

OCT 22 1997

WATER RESOURCES
WESTERN REGION

ADAMS COVENANT SOCIETY

Daniel Burton., Adams, Archtrustee (Overseer)

OFFICE OF PROJECT GIVING
NON-Domestic Mail
c/o PO Box 3679
Carson City,
Nevada (Republic)
united States of America

Telephone: (702) 841-0644
Fax: (702) 841-2065

GIFT/DONATION/BEQUEST FORM

I, give and bequeath without consideration to the Corporation of the Archtrustee
(Overseer) of Adams Covenant Society, a corporation sole, and Offices at 1100 East Williams
Street, Suite 207, Carson City, Nevada, (Republic), united States of America, 100% of my
residuary estate both real estate and personal property estate of Sitting Bull Trust a Trust, (See
attached Quitclaim Deed). I direct that the Corporation of the Archtrustee (Overseer) allocate
100% or (\$ in excess of 21 Lawful dollars) for the use and purpose of the Society Fund to be
distributed among its components as the Archtrustee may determine.

Given under my hand this 10th day of October, 1997.

Jerry Hanson Weber
(Signature)
Sitting Bull Trust

ATTESTATION

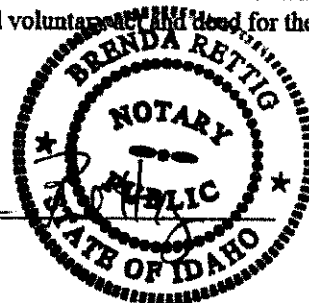
///)
Canyon county)
State of Idaho)ss
united States of America)
///)

On this day Jerry Hanson., Weber /Trustee for Sitting Bull Trust, personally appeared before me a Notary, in and for Canyon County, in and for the State of Idaho, to me known to be the person described in and who executed the within and foregoing instrument, and acknowledged, that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned as Trustee.

Given under my hand and official seal this 10th day of October, 1997.

MY COMMISSION EXPIRES 7/29/2000

COPY
NOTARY: *Brenda*



DECLARATION OF PATENTED PRIVATE LAND

KNOW YE ALL, that I, the undersigned, do affirm and DECLARE We are Assignee's to United States Land Patent that is original and binding on all heirs, and assignees, numbered 1168225 which is attached hereto...We further affirm that as to Predecessor and/or Predecessors of interest "Sitting Bull Trust" is assignee to said United States Land Patent 1168225, located Township Six North, Range Three West of the Boise Meridian, Payette county, Idaho state, as follows:

In Section 29: Southeast Quarter of the Northeast Quarter, Northeast Quarter of the Southeast Quarter; Northwest Quarter of the Northeast Quarter of the Northwest Quarter of the Southeast Quarter; and, East Half of the East Half of the Northwest Quarter.

No claim is made herein that Sitting Bull Trust has been assigned the entire tract of land as described in the original Patent 1168225. Our assignment is inclusive only to the above certain, specific, particular, written description. The holding the said original Patent in the private, personal jurisdiction and venue of the undersigned shall not deny or infringe on any right, privilege or immunity of any other lawful assignee to any other portion of land covered in the above described patent 1168225.

If Cause is not timely shown why this Land Patent is not prima facie evidence of Private Land the succession of which can be traced by sale and/or descent upon Posting in Township, County, and Federal locations, or Notice to User(s), then the above described Private Land will be admitted as held in the name of the undersigned as an allodial freehold, and then the Land Patent shall be updated in the undersigned, subject to the limitations stated herein.

At the mouth of two witnesses, or at the mouth of three witnesses, will the matter be established. Deuteronomy 19:15

Hyla Marie, Clapier, Trustee
Sitting Bull Trust
Hyla Marie., Clapier, Trustee

Before us witnesses appeared Hyla Marie, Clapier who being known to us did affirm to the facts in this Declaration Of Patented Private Land, and subscribed hereto on this sixth day, fourth month, nineteen hundred ninety and

seven.
[Signature]
Witness One

[Signature]
Witness Two

RECEIVED

DEC 16 1997

WATER RESOURCES
WESTERN REGION

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

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

CIVIL CASE NUMBER: 39576

Ident. Number: A63-30182
Date Received: 1/17/1995
Receipt No: W018503
Received By: _____

AMENDED

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

AMENDED

1. Name: DAN ADAMS 208-459-6087
Address: LAKOTA RANCHES INC
10800 DOBIE RD
CALDWELL ID 83605

OR

Name: PEGGY ADAMS 208-459-6087
Address: LAKOTA RANCHES INC
10800 DOBIE RD
CALDWELL ID 83605

2. Date of Priority: APR 18, 1990

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4	Lot	County
06N	03W	29	NE SE		PAYETTE

5. Description of diverting works:
WELL, 120' DEEP, 2 HP PUMP-ABOUT 1982.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
DOMESTIC	01/01	12/31	0.040		
STOCKWATER	01/01	12/31	0.030		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
DOMESTIC, TWO HOMES; STOCKWATER, 100 HD CATTLE.

10. Place of Use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
06N	03W	29	NE SE		DOMEST	
			NE SE		STOCK	

11. Place of use in counties: PAYETTE

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

13. Other Water Rights Used:

14. Remarks:

POD AND POU 1/41/4 AMENDED PER MAP SUBMITTED BY CLAIMANT. 12/5/97

15. Basis of Claim: BENEFICIAL USE

16. Signature(s)

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

Number of attachments: _____

For Individuals:

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

Signature of Claimant(s): Daniel Burton, Adams Date: 12-15-97

Date: _____

State of Idaho)
County of Canyon) SS.

Subscribed and sworn (or affirmed) before me this 15th day

of December 19 97

Donna M. Buehler
Notary Public

Seal

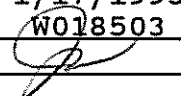
Residing at Calhoun, Id

My Commission Expires 2/25/98

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

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

CIVIL CASE NUMBER: 39576

Ident. Number: A63-30182
Date Received: 1/17/1995
Receipt No: W018503
Received By: 

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: DAN ADAMS 208-459-6087
Address: LAKOTA RANCHES INC
10800 DOBIE RD
CALDWELL ID 83605
OR
Name: PEGGY ADAMS 208-459-6087
Address: LAKOTA RANCHES INC
10800 DOBIE RD
CALDWELL ID 83605

2. Date of Priority: APR 18, 1990

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
06N	03W	29	NW	NE	NW		PAYETTE

5. Description of diverting works:
WELL, 120' DEEP, 2 HP PUMP-ABOUT 1982.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
DOMESTIC	01/01	12/31	0.040		
STOCKWATER	01/01	12/31	0.030		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
DOMESTIC, TWO HOMES; STOCKWATER, 100 HD CATTLE.

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
06N	03W	29	NE	NW		DOMEST	
			NE	NW		STOCK	

11. Place of use in counties: PAYETTE

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

13. Other Water Rights Used:

14. Remarks:

15. Basis of Claim: BENEFICIAL USE

16. Signature(s)

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

Number of attachments: _____

For Individuals:

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

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

State of Idaho)
County of _____) SS.

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

Notary Public

Seal

Residing at _____

My Commission Expires _____

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLSIN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 39576

Identification No. A103-30182Date Received 1-17-95Receipt Number W018503NOTICE OF CLAIM
TO A
WATER RIGHT

ACQUIRED UNDER STATE LAW

For Domestic and/or Stockwater Purposes

Where Daily Use is less than 13,000 gallons per day.

Filing Fee \$25

Please type or print clearly

1. Name of Claimant (s) Dan or Peggy Adams Phone (208) 459-6087Mailing Address 10800 Dolie Rd Caldwell, Id Zip 836052. Date of Priority (Only one per claim) 4/18/90 Month/Day/Year3. Source of water supply (Check one) ☒ Groundwater or Other () (a) _____
which is tributary to (b) _____
Name or kind of source4. Location of point of diversion is: Township 6 North Range 3 West Boise Meridian
Section 29 NW 1/4 of NE 1/4 of NW 1/4, Govt. Lot _____, BM.,
County of Payette

Additional points of diversion if any: _____

5. Description of existing diversion works (Ditches, Wells, Pumps, Pipelines, Headgate Etc.), including the dates of any changes or enlargements in use, the dimensions of the diversion works as constructed and as enlarged and the depth of each well.

depth 120'
pump size 2 Horse
about 1982

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

For domestic purposes from 1/1 Month/Day to 12/31 Month/Day amount 0.04 (cfs)
For stock purposes from 1/1 (Both dates are inclusive) to 12/31 amount 0.037. Total quantity claimed 0.07 (cfs)8. Total consumptive use claimed is de minimus9. Non-irrigation uses. Describe fully. (Domestic: give number of households served if single ownership; Stockwater: Type and Number of livestock) Domestic for 2 homes and 100 head of cattle

10. Place of use is: Township: 6 North Range 3 West Boise Meridian

Section 29 1/4 of 1/4 Govt. Lot _____ B.M.,

for (Circle One) Domestic Stock Domestic and Stock

Additional places of use, if any _____

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

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

13. Describe any other water rights used at the same place and for the same purposes as described above.

(X) None or _____

14. Remarks: _____

15. Basis of Claim (Circle One) Beneficial Use Posted Notice License Permit Decree

Court _____ Decree Date _____ Plaintiff vs Defendant _____

If applicable provide IDWR Water Right Number _____

16. Signature (s)

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

Number of Attachments _____

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

Signature of Claimant (s) _____ Date _____

_____ Date _____

For Organizations: I do solemnly swear or affirm that I am Sec Hreas

of Lakota Ranches, Inc. Title _____, that I have signed the foregoing

document in the space below as Sec Hreas Title _____ of Lakota Ranches, Inc. Organization _____

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

Signature of Authorized Agent Peggy Adams Date 11/10/95

Title and Organization Sec Hreas Lakota Ranches, Inc.

State of Idaho/or _____)

County of Canyon) SS.

NOTARIZATION REQUIRED FOR EACH CLAIM

Subscribed and sworn (or affirmed) before me this 13th day of January 19 95

SEAL

Notary Public Kara T. Alcott

Residing at Boise

My Commission Expires 5-13-98

Last Name _____ Ident No. _____

Copies: White-State, Yellow-Claimant