

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 37-20347
Date Received: 10/4/00
Receipt No:
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

STEVEN A MOHR Phone: (208)886-2913
490 4 MILE RD W
SHOSHONE ID USA 83352

ELIZABETH A MOHR Phone: (208)886-2913
490 4 MILE RD W
SHOSHONE ID USA 83352

2. Date of Priority: 05/01/1896

3. Source: BIG WOOD RIVER Trib. to: MALAD RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County
05S	17E	6	NE NE SE	LINCOLN

5. Description of diverting works:

VIA BIG WOOD CANAL CO. & AMERICAN FALLS RES. DIST. SYSTEM

6. Water is used for the following purposes:

Purpose	From To	C.F.S.	(or) A.F.A
IRRIGATION	04/01	11/01 0.38	

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

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
05S	16E	12	SW	SE	IRRIGATION	12
					Section Acres	12
					Total Acres	12

11. Place of use in counties: LINCOLN

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

13. Other Water Rights Used:

14. Remarks:

10-24-00 tf, claim was split from A37-00533 pursuant to owner change submitted 5-18-00.

15. Basis of Claim: Decreed



State of Idaho

DEPARTMENT OF WATER RESOURCES

1341 Fillmore Street, Suite 200, Twin Falls, ID 83301-3380

Phone: (208) 736-3033 FAX: (208) 736-3037

SOUTHERN REGION

October 25, 2000

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

STEVEN A MOHR
ELIZABETH A MOHR
490 4 MILE RD W
SHOSHONE ID 83352

RE: SRBA Claim(s) A37-00533 (Split)

Dear Claimants:

Pursuant to the notification that you purchased a portion of the property to which the above referenced adjudication claim is appurtenant, the department has split the original claim. Your portion has been renumbered to **A37-20347**.

Enclosed please find your copy of the computer generated claim and an aerial photo showing the outline of the acres Mr. Carpenter indicated were irrigated when he filed his original claim and how the property was divided according the deed and survey map you submitted. Review these documents and should you have any questions or corrections, please contact this office.

Sincerely,

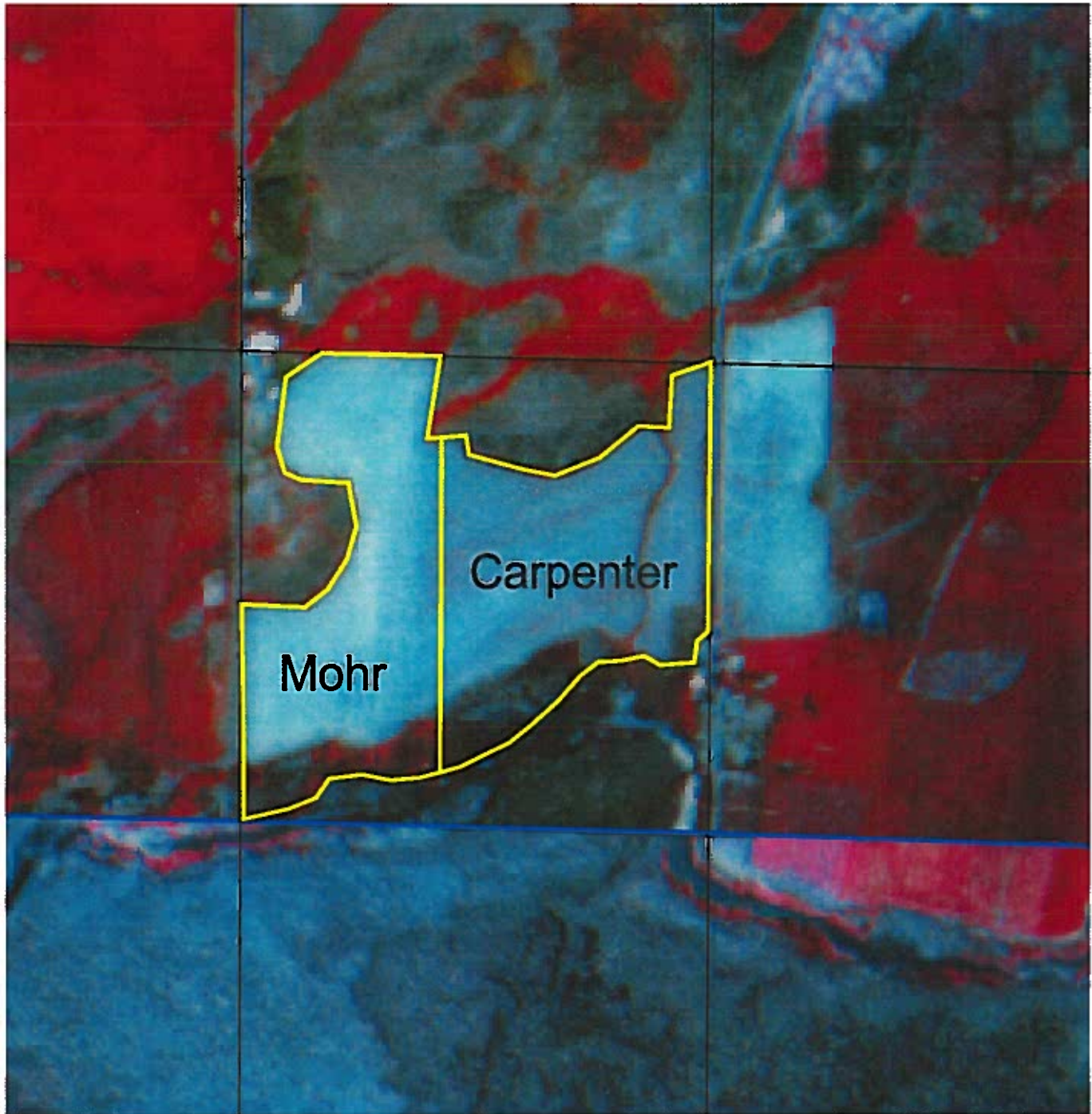
A handwritten signature in cursive script, appearing to read 'Trish'.

Trish Fawcett
Technical Records Specialist

Enc.

IDAHO DEPARTMENT OF WATER RESOURCES

A37-20347
Mohr



660 0 660 Feet



- POINT OF DIVERSION
- PLACE OF USE
- SECTION LINES
- QUARTER/QUARTER LINES

GIS PLACE OF USE PRESENTATION
1987 OR 1988 NAPP Photography
DATA ENTRY BY TRISH FAWCETT
October 24, 2000

302 0346 Carpenter
20347-hmw

RECEIVED

MAY 18 2000

Department of Water Resources
Southern Region

STATE OF IDAHO

IDAHO 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.

1. Water Right No(s): _____
Adjudication Claim No(s): A37-00633
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** showing the location of the place of use of the water right(s) or claims(s). (These are usually attached to your deed or on file with the county.)
OR
 - C. If your water right or adjudication claim is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with 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 X LAVERN AND OPAL CARPENTER
X 465 4 MILE ROAD, WEST SHOSHONE, ID 83352
4. New Owner/Claimant(s) X STEVEN AND ELIZABETH MOHR
Name Connector (Check one): ☒ and, ☐ or, ☐ and/or
New Mailing Address 490 4 MILE ROAD, WEST
City, State and ZIP Code SHOSHONE, IDAHO 83352
New Telephone Number (208) 986-2913
5. Date you acquired the property FEBRUARY 17th 2000
6. Did you acquire all of the former owner's property? If you did, skip this item and go to item 7. If you acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). Describe in detail your portion of each water right or adjudication claim in the spaces in the box below only if the water right(s) or claim(s) need to be split between owners. If necessary, attach additional pages. 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.

Number of acres you irrigate with this water right 16 Number and type of stock _____
Diversion rate in CFS 0.800 Number of homes you acquired NONE Other uses _____

7. Signature of New Owner(s) or Claimant(s) X [Signature]
X [Signature]
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.

5-16-2000
X LaSalle Carpenter
✓ Paul Parkhurst

Form 42-248/42-1409(6) March 26, 1999

INSTRUCTIONS

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

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

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

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

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

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

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

IDWR Southern Region
1341 Fillmore St., Suite 200
Twin Falls, ID 83301-3380
(208) 736-3033

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

IDAHO DEPARTMENT OF WATER RESOURCES
1341 FILLMORE ST SUITE 200
TWIN FALLS ID 83301
PHONE 736-3033
FAX 736-3037

RECEIVED

MAY 18 2000

Department of Water Resources
Graham Center

FACSIMILE TRANSMITTAL SHEET

TO:	FROM:
Elizabeth Mohr	Trish Fawcett
COMPANY:	DATE:
	04/26/00
FAX NUMBER:	TOTAL NO. OF PAGES INCLUDING COVER:
788-9734	4
PHONE NUMBER:	SENDER'S REFERENCE NUMBER:
RE:	YOUR REFERENCE NUMBER:
Cooper/Carpenter water right	

☐ URGENT ☐ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY ☐ PLEASE RECYCLE

NOTES/COMMENTS:

Attached is the Warranty Deed FROM Carpenters to
Coopers, to show Deeded 10 shares of water, which
is part of the Trustee's Deed FROM Carpenters to
the Mohrs which 10 shares of water (American Falls
is included with parcel of land (please see Exhibit
7) Deeded water

Elizabeth Mohr 5-15-00

Shirley A. Mohr 5-15-00

LeAnn Carpenter

Opal Carpenter

Signed and dated by all parties involved

From the desk of...

LIZ MOHR

5-16-00

The property in question is "Parcel 2"
bottom left-hand corner. If there is
anything missing in the way of
documentation, please call me at
my home number 886-2913 or work
#788-5111.

Thanks for all your
help Liz.

RECEIVED
MAY 18 2000
Department of Water Resources
Southern Nevada

Case No. 43534
TitleFact, Inc.
163 Fourth Avenue North
P.O. Box 486
Twin Falls, Idaho 83303

*****SPACE ABOVE FOR RECORDER*****

68186

STATE OF IDAHO
COUNTY OF LINCOLN
Recorded at the request of
Title Fact, Inc.

FEB 22 2000

at 50 minutes past 1:00 PM
recorded by Jimmy East
Fee: 9.00 Return to: Title Fact Inc

TRUSTEE'S DEED

TITLEFACT, INC., a corporation (herein called Trustee) as Successor Trustee under the Deed of Trust hereinafter particularly described, does hereby bargain, sell and convey, without covenant or warranty as to title, possession or encumbrances, to, STEVEN A. MOHR AND ELIZABETH A. MOHR, husband and wife, of 490 4 mile Road West, Shoshone, Idaho 83352, (herein called Grantee), all of the real property situate in the County of Lincoln, State of Idaho, described as follows:

SEE ATTACHED EXHIBIT "A"

This conveyance is made pursuant to the powers conferred upon Trustee by the Deed of Trust from Raymond L. Cooper and Beverly M. Cooper, husband and wife and Martin L. Cooper and Debby S. Cooper, husband and wife, to First American Title Company, Trustee, and Salem L. Carpenter and Opal J. Carpenter, husband and wife, Beneficiary, dated March 28, 1997, recorded April 3, 1997, as Instrument No. 162115, records of Lincoln County, Idaho, and that the said Grantors are the present record owners of said real property; and after the fulfillment of the conditions specified in said Deed of Trust authorizing this conveyance as follows:

- a) Default occurred in the obligations for which such Deed of Trust was given as security and the Beneficiary made demand upon the said Trustee to sell said property pursuant to the terms of said Deed of Trust. Notice of Default was recorded as Instrument No. 167581 in the records of Lincoln County, Idaho, the country in which the property described in said Deed of Trust, and each and every part thereof is situated, the nature of such default being as set forth in said Notice of Default. Such Default still existed at the time of sale.
- b) After recordation of said Notice of Default, Trustee gave proper notice as provided by the laws of the State of Idaho, of the time and place of the sale of said property by certified mail, by so mailing a copy of said Notice of Default, and Notice of Trustee's Sale to each of the said Raymond L. Cooper and Beverly M. Cooper, Martin L. Cooper and Debby S. Cooper, to their last known address, and to all persons, corporations and/or entities having or holding a lien or liens against said property, by personal service upon the occupants of said real property, and by posting in a conspicuous place on the portion or portions of said premises which were vacant, and by publishing in a newspaper of general circulation in said County in which the property is situated, as more fully appears in the affidavit of mailing, Sheriff's return of service and affidavit of posting, and affidavit of publishing, recorded at least 20 days prior to the date of sale, as Instruments No. 168084, 168085 and 168086 in the Mortgage records of Lincoln County, Idaho.
- c) The provisions, recitals and contents of the Notice of Default referred to in paragraph (a) supra and of the affidavits and return of service referred to in paragraph (b) supra, shall be, and they are hereby incorporated herein and made an integral part hereof for all purposes as though set forth herein at length.
- d) All requirements of law regarding the recording of notice of default and the mailing of a copy thereof by registered or certified mail, and the mailing by registered or certified mail, the personal service and/or posting, publication and recording of notice of sale, and all other notices have been complied with.
- e) Not less than 120 days elapsed between the giving of notice of sale by registered or certified mail and the service thereof on the occupant of the property and the sale of said property.
- f) Trustee, at the time and place of sale fixed by said notice therein at public auction, in one parcel, struck off to Grantee, being the highest bidder therefore, the property herein described, for the sum of \$17,000.00, without covenant or warranty as to title, possession or encumbrances, and subject, however, to all prior liens and encumbrances and to said covenants, restrictions, reservation limitations, conditions, uses, agreements, easements, options and other provisions. No person or corporation offered to take any part of said property less than the whole thereof for the amount of principal, interest, advances and costs.

IN WITNESS WHEREOF, THE TRUSTEE, pursuant to resolution of its board of Directors, has caused its corporate name to be hereunto subscribed, by its Vice President.

Dated: February 18, 2000

TITLEFACT, INC

BY: *R. Todd Blass*

R. TODD BLASS, Vice President

STATE OF IDAHO

County of Twin Falls

On this 17th day of February, 2000, before me the undersigned, a Notary Public in and for said State, personally appeared R. Todd Blass, known to me to be the Vice President of the corporation that executed this instrument, or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same as such Trustee.

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

Donell Salus

Notary Public for Idaho

Residing in: *Twin Falls*

My Commission expires: *12-15-2003*

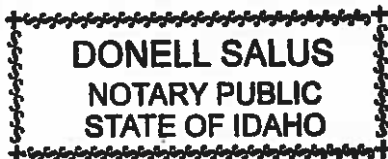


EXHIBIT "A"

TOWNSHIP 5 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
LINCOLN COUNTY, IDAHO

Section 12: A parcel of land located in the SW $\frac{1}{4}$ SE $\frac{1}{4}$ described as follows:

Beginning at the South one-quarter corner of said Section 12, said South one-quarter corner being THE TRUE POINT OF BEGINNING;
Thence South 88°49'27" East along the South boundary of said Section 12, 549.24 feet;
Thence North 00°46'23" East 1326.20 feet to a point on the North boundary of said SW $\frac{1}{4}$ SE $\frac{1}{4}$;
Thence North 88°55'46" West 572.70 feet along the North boundary of said SW $\frac{1}{4}$ SE $\frac{1}{4}$ to the Northwest corner of said SW $\frac{1}{4}$ SE $\frac{1}{4}$;
Thence South 00°14'27" East 1325.53 feet along the West boundary of said SW $\frac{1}{4}$ SE $\frac{1}{4}$ to THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM a portion of said SW $\frac{1}{4}$ SE $\frac{1}{4}$, Section 12, more particularly described as follows:

Commencing at the Northwest corner of said SW $\frac{1}{4}$ SE $\frac{1}{4}$;
Thence South 00°14'27" East 300.00 feet along the West boundary of said SW $\frac{1}{4}$ SE $\frac{1}{4}$;
Thence South 88°55'46" East 126.00 feet along a line parallel with the North boundary of said SW $\frac{1}{4}$ SE $\frac{1}{4}$;
Thence North 00°14'27" West 300.00 feet along a line parallel with the West boundary of said SW $\frac{1}{4}$ SE $\frac{1}{4}$ to the North boundary of said SW $\frac{1}{4}$ SE $\frac{1}{4}$;
Thence North 88°55'46" West 126.00 feet along said North boundary to THE TRUE POINT OF BEGINNING.

With 10 Shares of deeded water (American Falls)

J. H. O'Neil 5-15-00
L. A. Carpenter 5-15-00
L. A. Carpenter
Opal Carpenter



GOODING TITLE & ESCROW COMPANY

P.O. Box 446, 342 Main Street
Gooding, Idaho 83330

Telephone: 208-934-4427 or 1-800-757-4427 (in Southern Idaho only)
Fax Number: 208-934-4741

FAX TRANSMISSION COVER SHEET

THIS TRANSMISSION, INCLUDING COVER SHEET, CONTAINS 3 PAGES(S).
PLEASE CONTACT OUR OFFICE IMMEDIATELY IF YOU DO NOT RECEIVE ALL OF THE TRANSMISSION.

TO:	Elizabeth Mohn
RE:	
FROM:	Rebecca
FAX NUMBER:	788-9734

This communication is intended solely for the use of the individual or entity to which it is addressed. It contains information that is confidential and/or privileged. If you are not the intended recipient, or if you are not responsible for delivery of this communication to the intended recipient, you are hereby notified that the disclosure of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone and return the original message to us at the address above via regular postal service.

Order No. L970006

WARRANTY DEED

For Value Received

Salem L. Carpenter And Opal J. Carpenter, HUSBAND AND WIFE.

APR 3 1997

STATE OF IDAHO
COUNTY OF LINCOLN

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

Raymond L. Cooper And Beverly M. Cooper, husband and wife And

Martin L. Cooper and Debby S. Cooper, husband and wife

the grantee(s), whose current address is

485 East 4 Mile Road, Shoshone, ID. 83352

the following described premises, to-wit:

See Attached Exhibit "A"

COPY

TOGETHER WITH: 10 Shares of American Falls Water.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), his/her/their heirs and assigns forever. And the said Grantor(s) do(es) hereby covenant to and with the said Grantee(s), that he/she/they are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U. S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that he/she/they will warrant and defend the same from all claims whatsoever.

Dated: March 28, 1997

Salem L. Carpenter
Salem L. Carpenter

Opal J. Carpenter
Opal J. Carpenter

STATE OF IDAHO

: ss

COUNTY OF GOODING

March

On This March 28 day in the year 1997, before me, a Notary Public in and for said State, personally appeared Salem L. Carpenter And Opal J. Carpenter, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within Instrument, and acknowledged to me that he/she/they executed the same.

WITNESS my hand and official seal.

Notary Public of Idaho

Residing at Bliss, Idaho

Commission Expires: 05/10/02



First American Title Company of Idaho

[Handwritten signatures and notes]
3-15-00
5-15-00
5-15-00
5-15-00

EXHIBIT "A"

A Parcel of land located in the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 12, Township 6 South, Range 16 East, Boise Meridian, Lincoln County, Idaho, more particularly described as follows:

Beginning at the South $\frac{1}{4}$ Corner of said Section 12, said South $\frac{1}{4}$ Corner Being the REAL POINT OF BEGINNING;

Thence S 88°49'27" E along the South Boundary of said Section 12, 549.24 feet;

Thence N 00°46'23" E 1326.20 feet to a point on the North Boundary of said SW $\frac{1}{4}$, SE $\frac{1}{4}$;

Thence N 88°55'46" W 572.70 feet along the North Boundary of said SW $\frac{1}{4}$, SE $\frac{1}{4}$ to the Northwest Corner of said SW $\frac{1}{4}$, SE $\frac{1}{4}$;

Thence S 00°14'27" E 1326.53 feet along the West Boundary of said SW $\frac{1}{4}$, SE $\frac{1}{4}$, to the REAL POINT OF BEGINNING,

EXCEPTING THEREFROM, a portion of said SW $\frac{1}{4}$, SE $\frac{1}{4}$ Section 12, more particularly described as follows:

Commencing at the Northwest Corner of said SW $\frac{1}{4}$, SE $\frac{1}{4}$;

Thence S 00°14'27" E 300.00 feet along the West Boundary of said SW $\frac{1}{4}$, SE $\frac{1}{4}$;

Thence S 88°55'46" E 126.00 feet along a line parallel with the North Boundary of said SW $\frac{1}{4}$, SE $\frac{1}{4}$;

Thence N 00°14'27" W 300.00 feet along a line parallel with the West Boundary of said SW $\frac{1}{4}$, SE $\frac{1}{4}$ to the North Boundary of said SW $\frac{1}{4}$, SE $\frac{1}{4}$;

Thence N 88°55'46" W 126.00 feet along said North Boundary to the point of beginning.

REVIEWED & APPROVED

By: LC
O.G.C.

Stella M. 5-15-00

Robert Carpenter 5-15-00
Opal Carpenter 5-15-00

AJ5809NP
No. A37-00533

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT

DATE: 04/26/00
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	RAYMOND COOPER	05/01/1896	IRRIGATION	04-01 11-01	0.800 CFS	
C	MARTIN COOPER					
	485 4 MILE RD					
	SHOSHONE ID 83352					
	(208) 886-2301					
				TOTAL DIVERSION:	0.800 CFS	
				CONSUMPTIVE USE:		75.00 AFA

Water Source: BIG WOOD RIVER

Tributary to: MALAD RIVER

Stage: **DECREED**

Point(s) of Re-diversion: T05S R17E S06 NENESE

LINCOLN County

Place of use Legal Description for: IRRIGATION

NE				NW				SW				SE				
NENE	NWNE	SWNE	SENE	NENW	NWNW	SWNW	SENW	NESW	NWSW	SWSW	SESW	NESE	NWSE	SWSE	SESE	SUM
T	R	S	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: SUM
05S	16E	12	:	:	:	:	:	:	:	:	:	:	:	:	:	:
														25	:	25.0
														TOTAL ACRES	:	25.0

PQU County: LINCOLN

Non-Irrigation Uses: NONE

Other Rights: AMERICAN FALLS SUPPLEMENTAL WATER

Remarks: GEN THIS CLAIM IS BASED ON A PORTION OF THE OLD RT, 37-0533. THE WATER IS DELIVERED VIA THE MILNER GOODING CANAL IN EXCHANGE FOR WATER FROM BIG WOOD RIVER DELIVERED INTO BIG WOOD CANAL CO. SYSTEM.

OWNERSHIP CHANGE MADE 7/23/97 BY TLB.

Dates: Exam Made Date: Verified Date: Objection Filed Date:

Misc: Water District Number: 37 Field Inspection Flag: Presumption Flag:

5-15-00
5-15-00
Laverne Carpenter
Opal Carpenter

LOAN NUMBER	LOAN NAME	ACCT. NUMBER	NOTE DATE	INITIALS
1814000623/04	STEVEN A. MOHR	0000129731	02/18/00	JLT
NOTE AMOUNT	INDEX (w/Margin)	RATE	MATURITY DATE	LOAN PURPOSE
~~15,000.00~~	Not Applicable	10.250%	02/20/05	Consumer
Creditor Use Only				

PROMISSORY NOTE AND TRUTH-IN-LENDING DISCLOSURES
 (Consumer - Closed End - Fixed Rate)

DATE AND PARTIES. The date of this Promissory Note and Truth-In-Lending Disclosures (Note) is February 18, 2000. The parties and their addresses are:

LENDER:
 D. L. EVANS BANK
 980 South Lincoln
 Jerome, Idaho 83338
 Telephone: (208) 324-5200

BORROWER:
 STEVEN A. MOHR
 490 4 MILE ROAD WEST
 SHOSHONE, Idaho 83352

 ELIZABETH A. MOHR
 490 4 MILE ROAD WEST
 SHOSHONE, Idaho 83352

COPY

- 1. DEFINITIONS.** As used in this Note, the terms have the following meanings:
- A. Pronouns.** The pronouns "I," "me," and "my" refer to each Borrower signing this Note, individually and together with their heirs, successors and assigns, and each other person or legal entity (including guarantors, endorsers, and sureties) who agrees to pay this Note. "You" and "Your" refer to the Lender, with its participants or syndicators, successors and assigns, or any person or company that acquires an interest in the Loan.
 - B. Note.** Note refers to this document, and any extensions, renewals, modifications and substitutions of this Note.
 - C. Loan.** Loan refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction such as applications, security agreements, disclosures or notes, and this Note.
 - D. Property.** Property is any property, real, personal or intangible, that secures my performance of the obligations of this Loan.
 - E. Percent.** Rates and rate change limitations are expressed as annualized percentages.

2. FEDERAL TRUTH-IN-LENDING DISCLOSURES.

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate. 10.638%	FINANCE CHARGE The dollar amount the credit will cost me. ~~5.00%~~	AMOUNT FINANCED The amount of credit provided to me or on my behalf. ~~15,000.00~~	TOTAL OF PAYMENTS The amount I will have paid when I have made all scheduled payments. ~~15,000.00~~
Payment Schedule. My payment schedule will be:			
Number of Payments	Amount of Payments	When Payments Are Due	
60	\$320.71	Monthly beginning March 20, 2000	
Demand. This loan has a demand feature.			
Security. I am giving a security interest in the following goods or property being purchased:			
Raw Land - Real Estate			
My deposit accounts and other rights I may have to the payment of money from you.			
Filing Fees. Recording Fee - Mortgage: \$24.00. Recording Fee - Releases: \$43.00.			
Late Charge. If a payment is more than 15 days late, I will be charged 5.000 percent of the Amount of Payment or \$5.00, whichever is greater. However, this charge will not be greater than \$999.99.			
Prepayment. If I pay off early, I will not have to pay a penalty.			
Assumption. Someone buying the Property securing the obligation cannot assume the remainder of the obligation on the original terms.			
Contract Documents. I will see my contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.			

- 3. PROMISE TO PAY.** For value received, I promise to pay you or your order, at your address, or at such other location as you may designate, the principal sum of \$15,000.00 (Principal) plus interest from February 18, 2000 on the unpaid Principal balance until this Note matures or this obligation is accelerated.
- 4. INTEREST.** Interest will accrue on the unpaid Principal balance of this Note at the rate of 10.250 percent (Interest Rate).
- A. Post-Maturity Interest.** After maturity or acceleration, interest will accrue on the unpaid Principal balance of this Note at the Interest Rate in effect from time to time, plus an additional 4.00 percent, until paid in full.

B. Maximum Interest Amount. Any amount assessed or collected as interest under the terms of this Note or obligation will be limited to the Maximum Lawful Amount of interest allowed by state or federal law. Amounts collected in excess of the Maximum Lawful Amount will be applied first to the unpaid Principal balance. Any remainder will be refunded to me.

C. Statutory Authority. The amount assessed or collected on this Note is authorized by Idaho Code §28-42-201.

D. Accrual. During the scheduled term of this Loan interest accrues using an Actual/365 days counting method.

5. ADDITIONAL CHARGES. As additional consideration, I agree to pay, or have paid, certain additional fees and charges identified in the Truth In Lending portion of this Note or on other documents prepared for this loan transaction or one or more of these fees and charges has been paid or will be paid by a third party on my behalf.

6. PURCHASE MONEY LOAN. You may include the name of the seller on the check or draft for this Note.

7. PAYMENT. I agree to pay this Note on demand, but if no demand is made, I agree to pay this Note in 60 payments. A payment of \$320.71 will be due March 20, 2000, and on the 20th day of each month thereafter. A final payment of the entire unpaid balance of Principal and interest will be due February 20, 2005.

Payments will be rounded to the nearest \$.01. With the final payment I also agree to pay any additional fees or charges owing and the amount of any advances you have made to others on my behalf. Payments scheduled to be paid on the 29th, 30th or 31st day of a month that contains no such day will, instead, be made on the last day of such month.

Each payment I make on this Note will be applied first to any charges that I owe other than principal and interest then to interest that is due, and finally to principal that is due. No late charge will be assessed on any payment when the only delinquency is due to late fees assessed on earlier payments and the payment is otherwise a full payment. The actual amount of my final payment will depend on my payment record.

8. RIGHT TO REFINANCE. If any scheduled payment is more than twice as large as the average of earlier scheduled payments, I have the right to refinance the amount of such payment at the time it is due without penalty, as provided for by state law. Unless otherwise provided for in this Note, the terms of the refinancing shall be no less favorable than the terms of the original transaction. This section does not apply if the payment schedule is adjusted because of my seasonal or irregular income or scheduled payments or obligations.

9. REMEDIAL CHARGES. In addition to interest or other finance charges, I agree that I will pay certain additional fees based on my method and pattern of payment.

A. Late Charge. If a payment is more than 15 days late, I will be charged 5.000 percent of the Amount of Payment or \$5.00, whichever is greater. However, this charge will not be greater than \$999.99. I will pay this late charge promptly but only once for each late payment.

B. Returned Check Charge. I agree to pay a fee not to exceed \$15.00 for each check, negotiable order of withdrawal or draft I issue in connection with this Loan that is returned because it has been dishonored.

C. Prepayment. I may prepay this Note in full or in part at any time. Any partial prepayment will not excuse any later scheduled payments until I pay in full.

10. LOAN PURPOSE. The purpose of this Loan is PURCHASE BARE REAL ESTATE.

11. ADDITIONAL TERMS. CREDIT LIFE INSURANCE AND CREDIT DISABILITY INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT, AND WILL NOT BE PROVIDED UNLESS I SIGN AND AGREE TO PAY ADDITIONAL COSTS.

12. SECURITY. This Loan is secured by separate security instruments prepared together with this Note as follows:

Document Name	Parties to Document
Deed Of Trust - SEE LEGAL DESCRIPTION	STEVEN MOHR, ELIZABETH MOHR

13. DEFAULT. I will be in default if any of the following occur:

A. Payments. I fail to make a payment when due.

B. Insecurity. Anything else happens that causes you to reasonably believe that the prospect of payment, performance or realization of the Property is significantly impaired.

14. ASSUMPTIONS. Someone buying the Property cannot assume the obligation. You may declare the entire balance of the Note to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, or transfer of the Property.

15. WAIVERS AND CONSENT. To the extent not prohibited by law, I waive protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor.

A. Additional Waivers By Borrower. In addition, I, and any party to this Note and Loan, to the extent permitted by law, consent to certain actions you may take, and generally waive defenses that may be available based on these actions or based on the status of a party to this Note.

(1) You may renew or extend payments on this Note, regardless of the number of such renewals or extensions.

(2) You may release any Borrower, endorser, guarantor, surety, accommodation maker or any other co-signer.

(3) You may release, substitute or impair any Property securing this Note.

(4) You, or any institution participating in this Note, may invoke your right of set-off.

(5) You may enter into any sales, repurchases or participations of this Note to any person in any amounts and I waive notice of such sales, repurchases or participations.

(6) I agree that any of us signing this Note as a Borrower is authorized to modify the terms of this Note or any instrument securing, guarantying or relating to this Note.

B. No Waiver By Lender. Your course of dealing, or your forbearance from, or delay in, the exercise of any of your rights, remedies, privileges or right to insist upon my strict performance of any provisions contained in this Note, or other Loan documents, shall not be construed as a waiver by you, unless any such waiver is in writing and is signed by you.

16. REMEDIES. After I default, and after you give any legally required notice and opportunity to cure the default, you may at your option do any one or more of the following.

A. Acceleration. You may make all or any part of the amount owing by the terms of this Note immediately due.

B. Additional Security. You may demand security, additional security, or additional parties to be obligated to pay this Note.

C. Sources. You may use any and all remedies you have under state or federal law or in any instrument securing this Note.

D. Insurance Benefits. You may make a claim for any and all insurance benefits or refunds that may be available on my default.

E. Payments Made On My Behalf. Amounts advanced on my behalf will be immediately due and may be added to the balance owing under the terms of this Note, and accrue interest at the highest post-maturity interest rate.

F. Attachment. You may attach or garnish my wages or earnings.

G. Set-Off. You may use the right of set-off. This means you may set-off any amount due and payable under the terms of this Note against any right I have to receive money from you. My right to receive money from you includes any deposit or share account balance I have with you; any money owed to me on an item presented to you or in your possession for collection or exchange; and any repurchase agreement or other non-deposit obligation. "Any amount due and payable under the terms of this Note" means the total amount to which you are entitled to demand payment under the terms of this Note at the time you set-off.

Subject to any other written contract, if my right to receive money from you is also owned by someone who has not agreed to pay this Note, your right of set-off will be limited to my proportionate interest in the obligation. In the absence of reasonable proof of net contributions, my proportionate interest equals the amount of such obligation divided equally by all parties having present rights to receive such money.

Your right of set-off does not apply to an account or other obligation where my rights arise only in a representative capacity. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check or share draft when the dishonor occurs because you set-off against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off.

H. Waiver. Except as otherwise required by law, by choosing any one or more of these remedies you do not give up your right to use any other remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

17. COLLECTION EXPENSES AND ATTORNEYS' FEES. On or after Default, to the extent permitted by law, I agree to pay all expenses of collection, enforcement or protection of your rights and remedies under this Note. Expenses include, but are not limited to, reasonable attorneys' fees after default and referral to an attorney who is not your salaried employee. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Note. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the United States Bankruptcy Code, I agree to pay the reasonable attorneys' fees you incur to collect this Debt as awarded by any court exercising jurisdiction under the Bankruptcy Code.

18. WARRANTIES AND REPRESENTATIONS. I have the right and authority to enter into this Note. The execution and delivery of this Note will not violate any agreement governing me or to which I am a party.

19. INSURANCE.

A. Property Insurance. I will insure or retain insurance coverage on the Property and abide by the insurance requirements of any security instrument securing this Loan.

B. Insurance Warranties. I agree to purchase any insurance coverages that are required, in the amounts you require, as described in this or any other documents I sign for this Loan. I will provide you with continuing proof of coverage. I will buy or provide insurance from a firm licensed to do business in the State where the Property is located. If I buy or provide the insurance from someone other than you, the firm will be reasonably acceptable to you. I will have the insurance company name you as loss payee on any insurance policy. You will apply the insurance proceeds toward what I owe you on the outstanding balance. I agree that if the insurance proceeds do not cover the amounts I still owe you, I will pay the difference. I will keep the insurance until all debts secured by this agreement are paid. If I want to buy the insurance from you, I have signed a separate statement agreeing to this purchase.

C. Prepayment. If I prepay in full or if I default and you demand payment of the unpaid balance, I may be entitled to a partial refund credit of any prepaid, unearned insurance premiums. This refund may be obtained from you or from the insurance company named in my policy or certificate of insurance. Amounts under \$5.00 will not be refunded.

20. APPLICABLE LAW. This Note is governed by the laws of Idaho, the United States of America and to the extent required, by the laws of the jurisdiction where the Property is located.

A. Idaho Credit Code Applies. I agree that this Loan is a regulated consumer credit transaction for purposes of the Idaho Credit Code (Idaho Code §§ 28-41-101 to 28-49-107) and is therefore subject to those provisions of the Idaho Credit Code applying to regulated consumer credit transactions.

21. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS. My obligation to pay this Loan is independent of the obligation of any other person who has also agreed to pay it. You may sue me alone, or anyone else who is obligated on this Loan, or any number of us together, to collect this Loan. Extending this Loan or new obligations under this Loan, will not affect my duty under this Loan and I will still be obligated to pay this Loan. The duties and benefits of this Loan will bind and benefit the successors and assigns of you and me.

22. AMENDMENT, INTEGRATION AND SEVERABILITY. This Note may not be amended or modified by oral agreement. No amendment or modification of this Note is effective unless made in writing and executed by you and me. This Note is the complete and final expression of the agreement. If any provision of this Note is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

23. INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Note.

24. NOTICE, FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one party will be deemed to be notice to all parties. I will inform you in writing of any change in my name, address or other application information. I will provide you any financial statement or information you request. All financial statements and information I give you will be correct and complete. I agree to sign, deliver, and file any additional documents or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Loan and to confirm your lien status on any Property. Time is of the essence.

25. CREDIT INFORMATION. I agree that from time to time you may obtain credit information about me from others, including other lenders and credit reporting agencies, and report to others (such as a credit reporting agency) your credit experience with me. I agree that you will not be liable for any claim arising from the use of information provided to you by others or for providing such information to others.

ITEMIZATION OF AMOUNT FINANCED

Note Amount

\$7,290.00

Amount given to me directly:

CHK - Draft/Check

Total amount given to me directly

\$7,290.00
\$7,290.00

Amount paid on my account

\$0.00

Amount paid to Lender for:

Prepaid finance charge

Loan Origination (Paid in Cash)

\$135.00

Total prepaid finance charge amount paid to Lender

\$135.00

Amount paid to others on my behalf:

Fees and Charges

Insurance Company (Paid in Cash)

\$180.00

Public Officials (Paid in Cash)

\$43.00

Public Officials (Paid in Cash)

\$24.00

Less: Paid in cash (includes items paid outside of closing (POC))

\$382.00

Less: Prepaid Finance Charge

\$135.00

Amount Financed

\$4,739.00

26. SIGNATURES. By signing, I agree to the terms contained in this Note. I also acknowledge receipt of a copy of this Note.

BORROWER:

STEVEN A. MOHR

ELIZABETH A. MOHR

LENDER:

D. L. Evans Bank

Jennifer Traughber, Vice President/Branch Manager

DATE AND PARTIES. The date of this Agreement to Provide Insurance (Agreement) is February 18, 2000. The parties and their addresses are:

STEVEN A. MOHR
490 4 MILE ROAD WEST
SHOSHONE, Idaho 83352

ELIZABETH A. MOHR
490 4 MILE ROAD WEST
SHOSHONE, Idaho 83352

D. L. EVANS BANK
980 South Lincoln
Jerome, Idaho 83338

The pronouns "you" and "your" refer to the Secured Party. The pronouns "I," "me" and "my" refer to each person or entity signing this Agreement as Owner.

A. Date. February 18, 2000

B. Loan Number. ~~1019000000~~

C. Loan Amount. \$15,000.00

2. AGREEMENT TO PROVIDE INSURANCE. As part of my Loan, I agree to do all of the following.

A. I will insure the Property as listed and with the coverages shown in the COVERAGES section.

B. I will have you named on the policy, with the status listed under the STATUS section.

C. I will arrange for the insurance company to notify you that the policy is in effect and your status has been noted.

D. I will pay for this insurance, including any fee for this endorsement.

E. I will keep the insurance in effect until the Property is no longer subject to your security interest. (I understand that the Property may secure debts in addition to any listed in the LOAN DESCRIPTION section.)

3. DESCRIPTION OF PROPERTY. The Property subject to this Agreement is described as follows.

Real Estate. The Property Located at , SEE LEGAL DESCRIPTION, SHOSHONE, Idaho 83352.

4. COVERAGES. I agree to insure the Property according to the following described requirements. I will insure the Property with the coverages necessary to protect the Property from all risks and liability reasonably associated with the Property. The insurable value of this Property is \$_____. The term of coverage will be _____.

5. STATUS. Your status shall be listed on the insurance policy as Lienholder.

6. INSURANCE COMPANY. The insurance policy covering the Property and the insurance company issuing the policy are as follows.

A. Policy Number.

B. Name and Address.

7. INSURANCE AGENCY AND AGENT. The insurance agency through which I have purchased, or intend to purchase, the required insurance is as follows.

A. Agent Name.

B. Agency Name and Address.

C. Phone. _____

SIGNATURES FOR OWNERS AND AUTHORIZATION TO INSURANCE AGENT AND COMPANY. By signing below, I agree to the terms contained in this Agreement and acknowledge receipt of a copy of this Agreement. I request the listed insurance company and agency to provide the indicated coverage, and list you on the policy with the indicated status. I also request the insurance company or its authorized agent to immediately confirm that the policy is in effect by signing this form and forwarding a copy of the policy to you.

OWNER:

STEVEN A. MOHR

ELIZABETH A. MOHR

SIGNATURE OF SECURED PARTY AND REQUEST FOR CONFIRMATION. Upon receipt of this Agreement, the insurance company or agency named above is requested to confirm the policy coverages shown above.

SECURED PARTY:

D. L. Evans Bank

Jennifer Traugber, Vice President/Branch Manager

SIGNATURE FOR INSURANCE COMPANY AND CONFIRMATION. By signing below, Insurance Company confirms the existence of the insurance coverages agreed to be provided by our insured and that you will be notified not less than 10 days before cancellation.

INSURANCE COMPANY:

Authorized Signer's Name: _____

Authorized Signer's Title: _____

Insurance Company Phone Number: _____

Please return to Secured Party at the address listed in the DATE AND PARTIES section.

Ochloporus

Space Above This Line For Recording Data

DEED OF TRUST

DATE AND PARTIES. The date of this Deed Of Trust (Security Instrument) is February 18, 2000. The parties and their addresses are:

GRANTOR:

STEVEN A. MOHR
490 4 MILE ROAD WEST
SHOSHONE, Idaho 83352

ELIZABETH A. MOHR
490 4 MILE ROAD WEST
SHOSHONE, Idaho 83352

TRUSTEE:

LAND TITLE AND ESCROW INC., GOODING
Corporation
706 Main Street
Gooding, Idaho 83330

COPY

LENDER:

D. L. EVANS BANK
Organized and existing under the laws of Idaho
980 South Lincoln
Jerome, Idaho 83338

1. CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debts and Grantor's performance under this Security Instrument, Grantor irrevocably grants, bargains, sells and conveys to Trustee, in trust for the benefit of the Lender, with power of sale, the following described property:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

The Property is located in LINCOLN County at SEE LEGAL DESCRIPTION, SHOSHONE, Idaho 83352.

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, wells, ditches and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described (all referred to as Property). This Security Instrument will remain in effect until the Secured Debts and all underlying agreements have been terminated in writing by Lender.

2. MAXIMUM OBLIGATION LIMIT. The total principal amount secured by this Security Instrument at any one time will not exceed \$15,382.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

3. SECURED DEBTS. This Security Instrument will secure the following Secured Debts:

A. Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note, No. 1814000623/04, dated February 18, 2000, from Grantor to Lender, in the amount of \$15,000.00 with an interest rate of 10.25 percent per year maturing on February 20, 2005.

B. All Debts. All present and future debts from Grantor to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than

C. Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

5. WARRANTY OF TITLE. Grantor warrants that Grantor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to irrevocably grant, bargain, sell and convey the Property in trust to Trustee, with power of sale. Grantor also warrants that the Property is unencumbered, except for encumbrances of record.

A. To make all payments when due and to perform or comply with all covenants.

B. To promptly deliver to Lender any notices that Grantor receives from the holder.

C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.

8. DUE ON SALE. Lender may, at its option, declare the entire balance of the Secured Debts to be immediately due and payable upon the creation of, or contract for the creation of, a transfer or sale of the Property. This right is subject to the restrictions imposed by federal law governing the preemption of state due-on-sale laws, as applicable.

10. PROPERTY CONDITION, ALTERATIONS AND INSPECTION. Grantor will keep the Property in good condition and make all repairs that are reasonably necessary. Grantor will not commit or allow any waste, impairment, or deterioration of the Property. Grantor will keep the Property free of noxious weeds and grasses. Grantor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Grantor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Grantor will notify Lender of all demands, proceedings, claims, and actions against Grantor, and of any loss or damage to the Property.

11. AUTHORITY TO PERFORM. If Grantor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Grantor appoints Lender as attorney in fact to sign Grantor's name or pay any amount necessary for performance. Lender's right to perform for Grantor will not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

A. Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of any portion of the Property, including any extensions, renewals, modifications or substitutions of such agreements (all referred to as Leases).

B. Rents, issues and profits (all referred to as Rents), including but not limited to security deposits, minimum rent, percentage rent, additional rent, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Grantor may have that in any way pertain to or are on account of the use or occupancy of the whole or any part of the Property.

STEVEN A. MOHR
Idaho Deed Of Trust
ID/3ROC 305E60000000000000001000000011n0

13. DEFAULT. Grantor will be in default if any of the following occur:

B. Insecurity. Anything else happens that causes Lender to reasonably believe that the prospect of payment, performance or the value of the Property is significantly impaired.

Subject to any right to cure, required time schedules or other notice rights Grantor may have under federal and state law, Lender may make all or any part of the amount owing by the terms of the Secured Debts immediately due and foreclose this Security Instrument in a manner provided by law upon the occurrence of a default or anytime thereafter.

15. COLLECTION EXPENSES AND ATTORNEYS' FEES. On or after Default, to the extent permitted by law, Grantor agrees to pay all expenses of collection, enforcement or protection of Lender's rights and remedies under this Security Instrument. Grantor agrees to pay expenses for Lender to inspect and preserve the Property and for any recordation costs of releasing the Property from this Security Instrument. Expenses include, but are not limited to, reasonable attorneys' fees after default and referral to an attorney not a salaried employee of the Lender. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of the Secured Debts. To the extent permitted by the United States Bankruptcy Code, Grantor agrees to pay the reasonable attorneys' fees Lender incurs to collect the Secured Debts as awarded by any court exercising jurisdiction under the Bankruptcy Code.

Grantor represents, warrants and agrees that:

D. Grantor will immediately notify Lender in writing as soon as Grantor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.

STEVEN A. MOHR
Idaho Doad Of Trust
ID/3ROC_305E80000000000000001000000011nD

Grantor will give Lender and the insurance company immediate notice of any loss. All insurance proceeds will be applied to restoration or repair of the Property or to the Secured Debts, at Lender's option. If Lender acquires the Property in damaged condition, Grantor's rights to any insurance policies and proceeds will pass to Lender to the extent of the Secured Debts.

19. ESCROW FOR TAXES AND INSURANCE. Grantor will not be required to pay to Lender funds for taxes and insurance in escrow.

20. CO-SIGNERS. If Grantor signs this Security Instrument but does not sign the Secured Debts, Grantor does so only to convey Grantor's interest in the Property to secure payment of the Secured Debts and Grantor does not agree to be personally liable on the Secured Debts. If this Security Instrument secures a guaranty between Lender and Grantor, Grantor agrees to waive any rights that may prevent Lender from bringing any action or claim against Grantor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws.

21. SUCCESSOR TRUSTEE. Lender, at Lender's option, may from time to time remove Trustee and appoint a successor without any other formality than the designation in writing. The successor trustee, without conveyance of the Property, will succeed to all the title, power and duties conferred upon Trustee by this Security Instrument and applicable law.

22. WAIVERS. Except to the extent prohibited by law, Grantor waives all appraisal and homestead exemption rights relating to the Property.

23. DECLARATION. Grantor declares that the Property is either not more than twenty acres in area or that the Property is located within an incorporated city or village.

24. APPLICABLE LAW. This Security Instrument is governed by the laws of Idaho, except to the extent otherwise required by the laws of the jurisdiction where the Property is located, and the United States of America.

25. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS. Each Grantor's obligations under this Security Instrument are independent of the obligations of any other Grantor. Lender may sue each Grantor individually or together with any other Grantor. Lender may release any part of the Property and Grantor will still be obligated under this Security Instrument for the remaining Property. The duties and benefits of this Security Instrument will bind and benefit the successors and assigns of Lender and Grantor.

26. AMENDMENT, INTEGRATION AND SEVERABILITY. This Security Instrument may not be amended or modified by oral agreement. No amendment or modification of this Security Instrument is effective unless made in writing and executed by Grantor and Lender. This Security Instrument is the complete and final expression of the agreement. If any provision of this Security Instrument is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

27. INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Security Instrument.

28. NOTICE, FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one party will be deemed to be notice to all parties. Grantor will inform Lender in writing of any change in Grantor's name, address or other application information. Grantor will provide Lender any financial statements or information Lender requests. All financial statements and information Grantor gives Lender will be correct and complete. Grantor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Grantor's obligations under this Security Instrument and to confirm Lender's lien status on any Property. Time is of the essence.

SIGNATURES. By signing, Grantor agrees to the terms and covenants contained in this Security Instrument. Grantor also acknowledges receipt of a copy of this Security Instrument.

GRANTOR:

STEVEN A. MOHR

ELIZABETH A. MOHR

LENDER:

D. L. Evans Bank

Jennifer Traughber, Vice President/Branch Manager

ACKNOWLEDGMENT.

REQUEST FOR RECONVEYANCE

(Not to be completed until paid in full)

TO TRUSTEE:

The undersigned is the holder of the note or notes secured by this Security Instrument. Said note or notes, together with all other indebtedness secured by this Security Instrument, have been paid in full. You are hereby directed to cancel this Security Instrument, which is delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Security Instrument to the person or persons legally entitled thereto.

.....
(Authorized Lender Signature)

.....
(Date)

COPY

**TOWNSHIP 5 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
LINCOLN COUNTY, IDAHO**

Section 12: A parcel of land located in the SW¼SE¼ described as follows:

**Beginning at the South one-quarter corner of said Section 12, said South one-quarter corner being THE TRUE POINT OF BEGINNING;
Thence South 88°49'27" East along the South boundary of said Section 12,
549.24 feet;
Thence North 00°46'23" East 1326.20 feet to a point on the North boundary of
said SW¼SE¼;
Thence North 88°55'46" West 572.70 feet along the North boundary of said
SW¼SE¼ to the Northwest corner of said SW¼SE¼;
Thence South 00°14'27" East 1325.53 feet along the West boundary of said
SW¼SE¼ to THE TRUE POINT OF BEGINNING.**

**EXCEPTING THEREFROM a portion of said SW¼SE¼, Section 12, more
particularly described as follows:**

**Commencing at the Northwest corner of said SW¼SE¼;
Thence South 00°14'27" East 300.00 feet along the West boundary of said
SW¼SE¼;
Thence South 88°55'46" East 126.00 feet along a line parallel with the North
boundary of said SW¼SE¼;
Thence North 00°14'27" West 300.00 feet along a line parallel with the West
boundary of said SW¼SE¼ to the North boundary of said SW¼SE¼;
Thence North 88°55'46" West 126.00 feet along said North boundary to THE
TRUE POINT OF BEGINNING.**

400

S 89°02'04" E

2664.41

1332.21'

N 00°08'25" W 1327.91'

1185.3'

C 20' WIDE
EASEMENT

S 19°03'21" W

N 88°55'46" W
24.3'

10'x10'

1/16

S 06°43'09" W
148.8'S 00°17'16" W
63.4'

S 88°55'46"

1329.93'

7°23'

1/16

27.91'

LEGAL**PARCEL 1**A Parcel of land located in the SW
Boise Meridian, Lincoln County, IdahoCommencing at the South 1/4 Cor
Thence S 88°49'27" E along the So
of BEGINNING

COUNTY ROAD

E1/4

900'

ACCESS

SE1/4

N 00°02'25" W 1330.30'

E 1329.92'

1/16

DESCRIPTIONS1/4 SE1/4 of Section 12, Township 5 South, Range 18 East,
no. more particularly described as follows:Corner of said Section 12;
South Boundary of said Section 12, 549.24 feet to the REAL POINT

E 778.41 feet to the

LEGEND

- Property Boundary
- () Record Data
- Found Brass Cap
- Found 5/8" Rebar
- Set 5/8" Rebar w/ Cap LS907
- Found 1/2" Rebar
- W.C. Set 5/8" Rebar, Witness Corner

BASIS OF BEARING

SECTION BREAKDOWN

1" = 1000'

NOTES

1. The Section Breakdown data was reconfirmed
against John Root Survey - all breakdown data
is both record and measured.

CERTIFICATE OF SURVEYORI, Bruce T. Butler, a professional land surveyor in the State
of Idaho do hereby state that this survey is a true and accurate
map of the land surveyed under my direct supervision and that it
is in accordance with the Idaho State Code and local ordinances
relating to plats and surveys.

Bruce T. Butler

Date

3-21-97

COUNTY RECORDER'S CERTIFICATE



A Parcel of land located in the SW
Boise Meridian, Lincoln County, Idaho
Beginning at the South 1/4 Corner
POINT OF BEGINNING:
Thence S 88°49'27" E along the So
Thence N 00°48'23" E 1326.20 feet
Thence N 88°55'46" W 572.70 feet
Northwest Corner of said SW 1/4 SE
Thence S 00°14'27" E 1325.53 feet
OF BEGINNING, the above described
EXCEPTING THEREFROM, a portion of
Commencing at the Northwest Corner

N 1/4 SE 1/4 of Section 12, Township 3 South, Range 18 East,
no, more particularly described as follows:

or of said Section 12, said South 1/4 Corner being the REAL
South Boundary of said Section 12, 549.24 feet;
a) to a point on the North Boundary of said SW 1/4, SE 1/4;
b) along the North Boundary of said SW 1/4, SE 1/4, to the
SE 1/4;
c) along the West Boundary of said SW 1/4, SE 1/4, to THE REAL POINT
d) Parcel contains 16.20 acres more or less, EXCLUDING the exception below;

of said SW 1/4, SE 1/4 Section 12, more particularly described as follows:
ner of said SW 1/4, SE 1/4

400

S 89°02'04" E

1332.21'

2664.41

N 00°08'25" W 1327.91'

S 18°03'21" W 1185.3'

20' WIDE
EASEMENT

ACCESS

SE1/4

N 00°02'25" W 1330.30'

E1/4

900'

COUNTY ROAD

N 88°55'46" W 24.3'

1/16

20'

10'10"

1329.93'

70'23'

1/16

S 08°43'09" W 148.8'

S 00°17'16" W 83.4'

S 88°55'46" W

LEGAL**PARCEL 1**A Parcel of land located in the SW
Boise Meridian, Lincoln County, Idaho,
more particularly described as follows:Commencing at the South 1/4 Corner
Thence S 88°49'27" E along the
OF BEGINNING;
Thence continuing along the South
Southeast Corner of said SW1/4, S
Thence N 00°08'25" W 1327.91' feet
Corner of said SW1/4, SE1/4;
Thence N 88°55'46" W 757.23' feet
Thence S 00°46'23" W 1326.20' feet
23.39 acres more or less.**PARCEL 2**A Parcel of land located in the SW
Boise Meridian, Lincoln County, Idaho,
Beginning at the South 1/4 CornerPARCEL 1
23.39 ACRES±**DESCRIPTIONS**1/4 SE1/4 of Section 12, Township 5 South, Range 18 East,
more particularly described as follows:Corner of said Section 12;
South Boundary of said Section 12, 549.24 feet to the REAL POINTBoundary of said Section 12, S 88°49'27" E 778.41 feet to the
SE1/4;
along the East Boundary of said SW1/4, SE1/4 to the Northeastalong the North Boundary of said SW1/4, SE1/4;
to the REAL POINT OF BEGINNING, said Parcel containsNW1/4 SE1/4 of Section 12, Township 5 South, Range 18 East,
more particularly described as follows:**LEGEND**

- Property Boundary
- () Record Data
- ⊙ Found Brass Cap
- Found 5/8" Rebar
- Set 5/8" Rebar w/ Cap LS907
- Found 1/2" Rebar
- Set 5/8" Rebar, Witness Corner

SECTION BREAKDOWN

1"=1000'

NOTES

1. The Section Breakdown data was reconfirmed
against John Root Survey - all breakdown data
is both record and measured.

CERTIFICATE OF SURVEYORI, Bruce T. Butler, a professional land surveyor in the State
of Idaho do hereby state that this survey is a true and accurate
map of the land surveyed under my direct supervision and that it
is in accordance with the Idaho State Code and local ordinances
relating to plats and surveys.

Bruce T. Butler

Date

COUNTY RECORDER'S CERTIFICATEState of Idaho)
County of Lincoln)

Instrument # _____

This is to certify that the foregoing survey was filed in the Office of the
Recorder of Lincoln County, Idaho, on this _____ day of _____ 19____
at the hour of _____ o'clock _____ M., and duly recorded in the Record of Survey
Book No. _____ at Page _____

04/07/2005

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

RIGHT NUMBER: 37-20347

NAME AND ADDRESS: STEVEN A MOHR
490 4 MILE RD W
SHOSHONE ID 83352

ELIZABETH A MOHR
490 4 MILE RD W
SHOSHONE ID 83352

SOURCE: BIG WOOD RIVER

TRIBUTARY: MALAD RIVER

QUANTITY: 0.380 CFS

PRIORITY DATE: 05/01/1896

POINT OF DIVERSION:

T04S R18E S15 SWNWSE Within LINCOLN County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE
IRRIGATION

PERIOD OF USE
03/15 11/15

QUANTITY
0.380 CFS

PLACE OF USE: IRRIGATION Within LINCOLN County

T05S R16E S12 SWSE 12.0

12 ACRES TOTAL

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

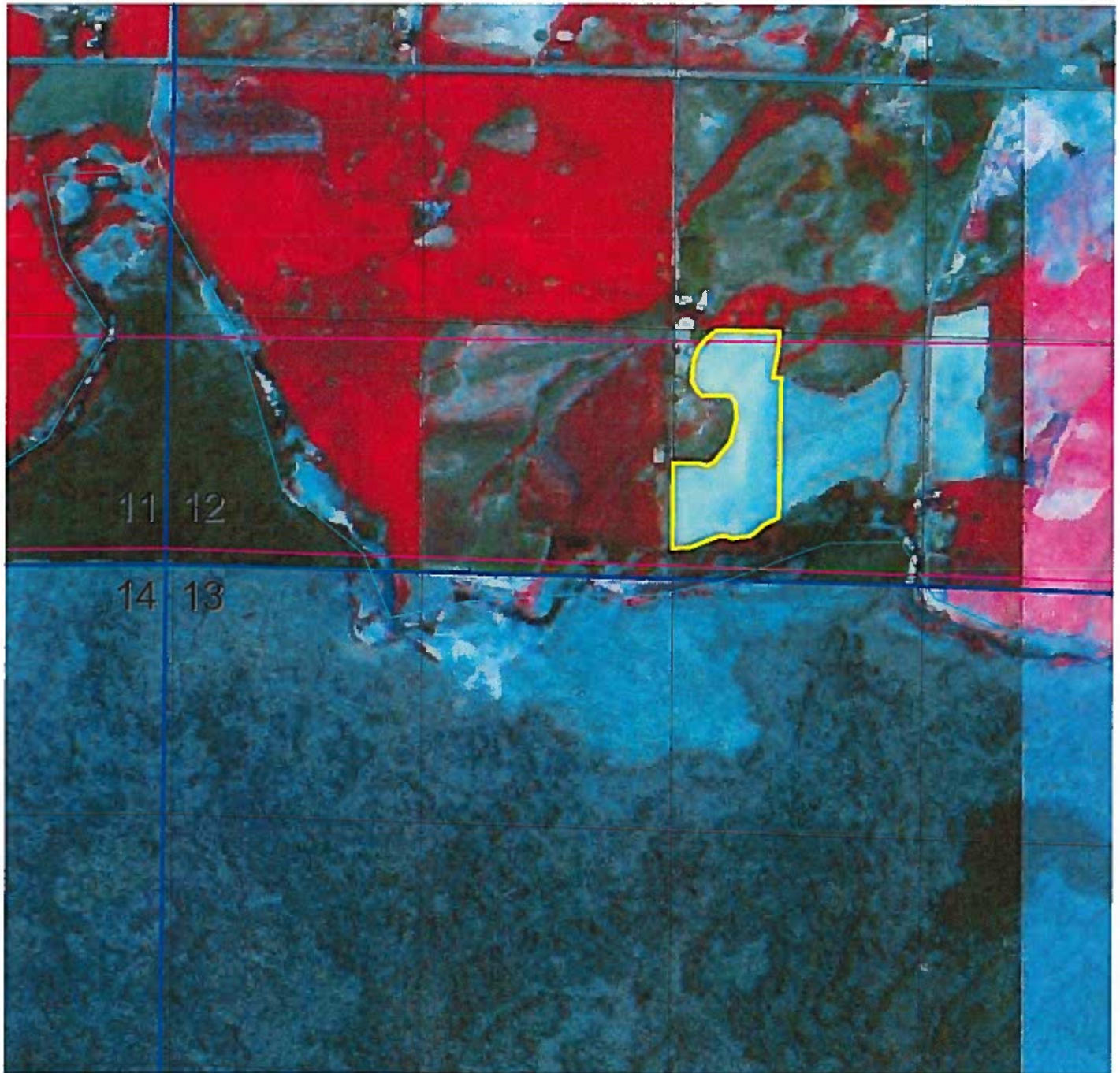
This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

EXPLANATORY MATERIAL: Decreed

WATER IS DELIVERED THROUGH NORTH SHOSHONE CANAL.

IDAHO DEPT OF WATER RESOURCES

37-20347



1320 0 1320 Feet

-  Basin 37 part 1-POU
-  Basin 37 part 1-POD
-  Ownership FED-Private
-  Streams
-  Section Lines
-  Quarter - Quarter lines

TWN: 5S
RNG: 16E
SEC: 12



GIS Place of Use Presentation
NAPP Aerial Photo 1987/1988
By Steve Clelland

Date: APRIL 7, 2005

DRAFT

12



TAX LOT
PROP.
LINE

13

1/13/03
SEC

TSS
R16E

37-20347

Water Right Report 37-533

WATER RIGHT NUMBER: 37-533

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	JOSEPH B PECK . ZZ

Priority Date: 05/01/1896

Basis: Decreed

Status: Active

Source

BIG WOOD RIVER

Tributary

MALAD RIVER

Beneficial Use

IRRIGATION

From To
/ to /

Diversion Rate

3.200 CFS

Annual Volume

Total Diversion: 3.200 CFS

Location of Point(s) of Diversion

BIG WOOD RIVER

Place of Use

IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			<u>NE</u>	<u>NW</u>	<u>SW</u>	<u>SE</u>	<u>NE</u>	<u>NW</u>	<u>SW</u>	<u>SE</u>	<u>NE</u>	<u>NW</u>	<u>SW</u>	<u>SE</u>	<u>NE</u>	<u>NW</u>	<u>SW</u>	<u>SE</u>	
05S	16E	12			X								X			X	X		

Conditions of Approval:

Remarks:

1. General AC. IRRIG. NOT SPECIFIED. FARM = 160 AC.

Comments:

Dates and Other Information:

533
 ER
 n Rate
 00 CFS
 00 CFS

Annual Volume

37-20346
 37-20347

split:
 37-533 'parent'
 37-533A
 37-10210A
 37-10210B

.80) cfs
 1.60
 .40
 .40
 2.40 cfs

.42
 .38
 3.20 cfs

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 37-533

Dates and Other Information:

Licensed Date:
Decreed Date: 12/13/1909
Water Supply Bank Enrollment Accepted:
Water Supply Bank Enrollment Removed:
Enlargement Use Priority Date:
Enlargement Statute Priority Date:
State or Federal:
Owner Name Connector:
Water District Number: 37
Generic Max Rate Per Acre:
Generic Max Volume Per Acre:
Decree Defendant:
Decree Plaintiff:
Civil Case Number:
Judicial District:
Swan Falls Trust or Nontrust:
Swan Falls Dismissed:
DLE Act Number:
Carey Act Number:
Mitigation Plan: False