

**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 PALOUSE RIVER BASIN WATER SYSTEM**

CIVIL CASE 59576

NUMBER:

Ident. Number: 87-11325

Date Received: 8-2-2019

Receipt No.: N035301

RECEIVED

AUG 02 2019

IDWR / NORTH

1. Name of Claimant(s):

Name	Address	City	State	Country	Postal Code
LORENE WHEATLEY	1018 ROCKY ROAD LANE	POTLATCH	ID	USA	83855
Donald Wheatley 1018 Rocky Rd Ln Potlatch Id USA 83855					

2. Date of Priority:

Date	Explanation
11/1/1977	Real Estate Deed of trust for Idaho

3. Source:

Source	Tributary	Type
GROUND WATER	TRIBUTARY NOT NEEDED	

4. Point Of Diversion:

Township	Range	Section	Gov Lot	QQ	Q	County
41N	04W	18		SE	SW	LATAH

5. Water is used for the following purpose(s):

Water Use	Number Of Homes	Stock	Description
DOMESTIC	1	-	

6. Season(s) of Use:

Water Use	From Month/Day	To Month/Day
DOMESTIC	1 / 1	12 / 31

7. Quantity:

Water Use	CFS	AF	KW
DOMESTIC	0.010	0.00	0.0

Totals:

CFS	AF	KW
0.010	0.00	

8. Place of Use:

Water Use	Township	Range	Section	QQ	Q	County	Gov Lot	Acreage
DOMESTIC	41N	04W	18	SE	SW	LATAH	-	-

9. Basis of Claim:

Basis
Beneficial Use

10. 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 Palouse 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 under penalty of perjury that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s): Donald B. Healy Date: July 30 - 2019
 _____ Date: _____

For Organizations: I do solemnly swear or affirm under penalty of perjury that I am

_____ of _____
 Title Organization

that I have signed the foregoing document in the space below as

_____ of _____
 Title Organization

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

Signature of Authorized Agent _____ Date _____

Title and Organization _____

Please print name

REAL ESTATE DEED OF TRUST FOR IDAHO
(Rural Housing)

THIS DEED OF TRUST is made and entered into by and between the undersigned _____

~~LORINE M. WHEATLEY (A Single Person)~~

residing in ~~LATAH~~ _____ County, Idaho, as grantor(s), herein

called "Borrower," and ~~First American Title Insurance Company~~

whose post office address is ~~156 W. Judicial Street, Blackfoot~~ _____, Idaho ~~83221~~ _____, as trustee, herein called "Trustee," and the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, as beneficiary, herein called the "Government," and:

WHEREAS Borrower is indebted to the Government as evidenced by one or more promissory note(s) or assumption agreement(s), herein called "note," which has been executed by Borrower, is payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
November 1, 1977	\$3,590.00	8%	November 1, 1992

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to Title V of the Housing Act of 1949;

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower:

NOW, THEREFORE, in consideration of the loan(s) Borrower hereby grants, bargains, sells and conveys, to Trustee in Trust with power of sale the following described property situated in the State of Idaho, County(ies) of

~~Latah~~ _____, which said described real property is either located within an incorporated city or village or does not exceed twenty (20) acres regardless of its location:

That portion of the Southeast Quarter of the Southwest Quarter of Section 18 Township 41 North, Range 4, West Boise Meridian, lying East of the County Road, Latah County, Idaho, as the same is now used and established.

(22) Borrower agrees that the Government will not be bound by any present or future laws, (a) providing for valuation, appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action must be brought, (c) prescribing any other statute of limitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws. Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent, dower, and curtesy.

(23) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (herein called "the dwelling") and if Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so (a) neither Borrower nor anyone authorized to act for him will after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion, sex or national origin, and (b) Borrower recognizes as illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the dwelling relating to race, color, religion, sex, or national origin.

(24) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provision hereof.

(25) Borrower has assigned or waived or will immediately on request of the Government, assign or waive in favor of the Government all grazing privileges, permits, licenses, or leases appurtenant to or used in connection with said land, and Borrower further covenants and agrees to produce renewals thereof prior to their expiration and to pay all fees and charges and to perform all acts and do all things necessary to keep and preserve all said grazing rights and renewals thereof, and in the event of the failure of Borrower to do any of these things the Government may do so on behalf of Borrower, including advancing such sums as may be necessary for this purpose, and such funds advanced shall be secured by this instrument.

(26) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, addressed, unless and until some other address is designated in a notice so given, in the case of the Government to Farmers Home Administration, United States Department of Agriculture, Boise, Idaho 83702, and in the case of Borrower to him at the address shown in the Farmers Home Administration Finance Office records (which normally will be the same as the post office address shown above).

(27) Upon full and final payment of all indebtedness hereby secured and the performance and discharge of each and every condition, agreement and obligation, contingent or otherwise, contained herein or secured hereby, the Government shall request trustee to execute and deliver to Borrower at his above post office address a deed of reconveyance of the property within 60 days after written demand by Borrower, and Borrower hereby waives the benefits of all laws requiring earlier execution or delivery of such deed of reconveyance.

(28) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

IN WITNESS WHEREOF, Borrower has hereunto set Borrower's hand(s) and seal(s) this 1st day of

November, 19 77.

Lorene M. Wheatley
Lorene M. Wheatley

ACKNOWLEDGMENT

STATE OF IDAHO

COUNTY OF Latah } ss:

On this 1st day of November, in the year of 1977, before me, the undersigned, a Notary Public in and for said State, personally appeared Lorene M. Wheatley

known to me to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged to me that she executed the same as her free act and deed for the uses, purposes and consideration therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the said date.

(NOTARIAL SEAL)

Nancy B. Logan
Notary Public, residing at Lewiston, Idaho
My bond expires: January 7, 1981

7/23/19

PMO100 - PARCEL MASTER INQUIRY

14:47:03

PARCEL: RP 41N04W187188 A

Claim # 87-11325

F12=RC F14=HO
F24=LD

WHEATLEY, LORENE MARGARET

LEGAL DESCRIPTION
.75 AC SESW E OF ROAD
18 41 4

1018 ROCKY ROAD LN

CODE AREA 50-0000 OWNER CD

POTLATCH ID 83855

PARC TYPE LOC CODE 2850

1500 ROCK CRK RD

EFFDATE 2181982 EXPDATE

83855

PREV PARCEL

X for parcel comments

CAT/ST#	RY	QUANTITY	UN	VALUE	HO MRKT	HO EXMP	CB MRKT	OTHER
12 1	2018	750	AC	43080	43080	21540		
34 1	2018			48820	48820	24410		

TOTALS

750

91900

91900

45950

ENTER NEXT PARCEL NUMBER RP A

FKeys: F2=TX F3=Exit F5=SS F6=NM F7=LG
F8=CT F13=TM F18=HS F20=SrcH F22=EU

Township 41 N
Range 4 W
Section 18
SE 1/4 of SW 1/4

IDAHO RESIDENTIAL PROPERTY RECORD

Screen 1

Inquiry

Claim# 87.11325

Parcel No RP 41N04W187188 A Sheet No 1 of 1
Property address 1500 ROCK CRK RD 83855

Other improvements only? NInspected by AH Date 1/18/2018 Review year 2018

Purchase price Date

Monthly rent Date

Multiple addresses/rents? NClass 2Manual used 3Use code 34112005 Oregon ManualNo of units 1

Sketch stored

Market grade 2

Photo stored

Year built 1943

HO applies

Year remodeled

Exempt sheet

Eff age/year / 1945

Prebuilt

Shape code B

Building permit

Date occupied

Under construction

Land data to view? Y

F2=Start F3=Exit F4=Inv F5=OI

Print Claim Stub

RECEIVED

AUG 02 2019

IDWR / NORTH

Thank you for submitting your claim to IDWR.
If paying in person, please print this page and bring it with you.
If paying by mail, make sure to enclose a copy of this page with your payment.

If you experience printing problems or do not have a printer, copy this information and include it with your payment.
Please type or write clearly. Please include the claim number shown below on any supporting documents you submit to IDWR.

[Print This Page](#)

Claim Number: 87-11325

Claim Fee: \$25.00

Claimant(s): LORENE WHEATLEY
Donald Wheatley
1500 ~~1018~~ ROCKY ROAD LANE
POTLATCH, ID
83855

Claimed Purpose(s) of Use: DOMESTIC

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Office address and phone number:
Idaho Department of Water Resources
7600 Mineral Dr. Suite 100
Coeur d'Alene, ID 83815
(208) 762-2800