

06/25/2003

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

RIGHT NUMBER: 29-2420

NAME AND ADDRESS: C V RANCHES
3124 NIPPER RD
BANCROFT ID 83217

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.610 CFS
262.500 AFY

PRIORITY DATE: 11/25/1959

POINT OF DIVERSION:

T06S R39E S31 SWNE Within CARIBOU County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/01 10/31	0.610 CFS 262.50 AFY

PLACE OF USE:

IRRIGATION Within CARIBOU County

T06S R39E S31	NENE	40.0	T06S R39E S31	NWNE	24.0
T06S R39E S31	SWNE	2.9	T06S R39E S31	SENE	8.5

75.4 ACRES TOTAL

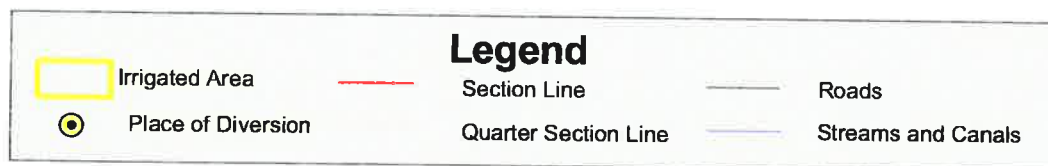
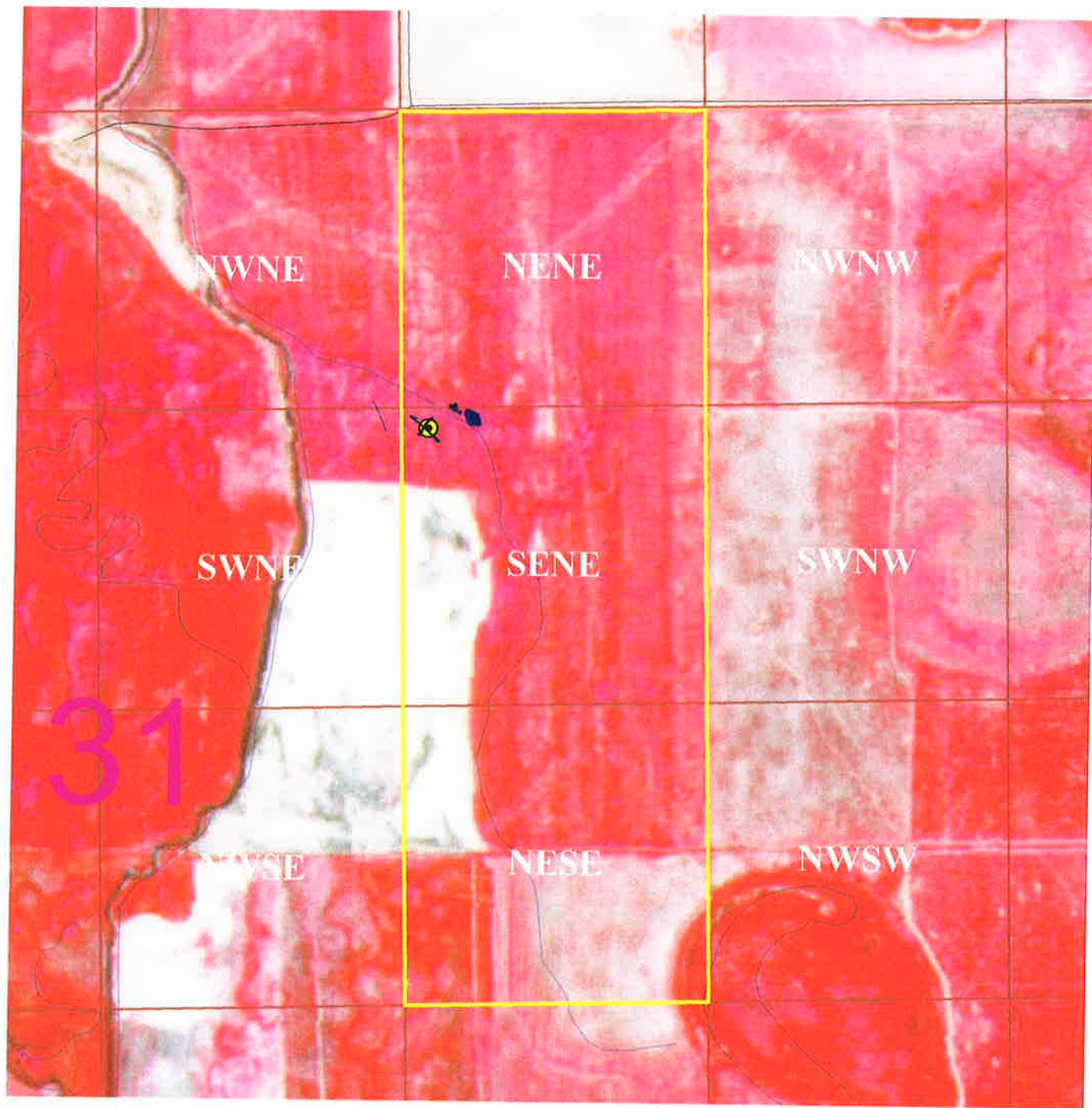
USE OF THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A
COMBINED TOTAL OF 759.7 ACRES IN A SINGLE IRRIGATION SEASON.
COMBINED RIGHT NOS.: 29-10313, 29-10314, 29-13531, 29-13532 AND
29-2420

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

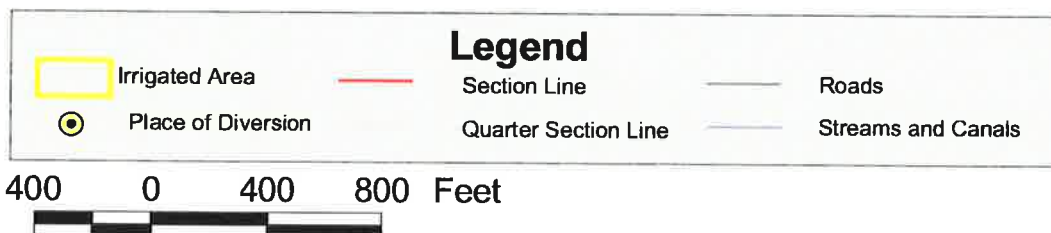
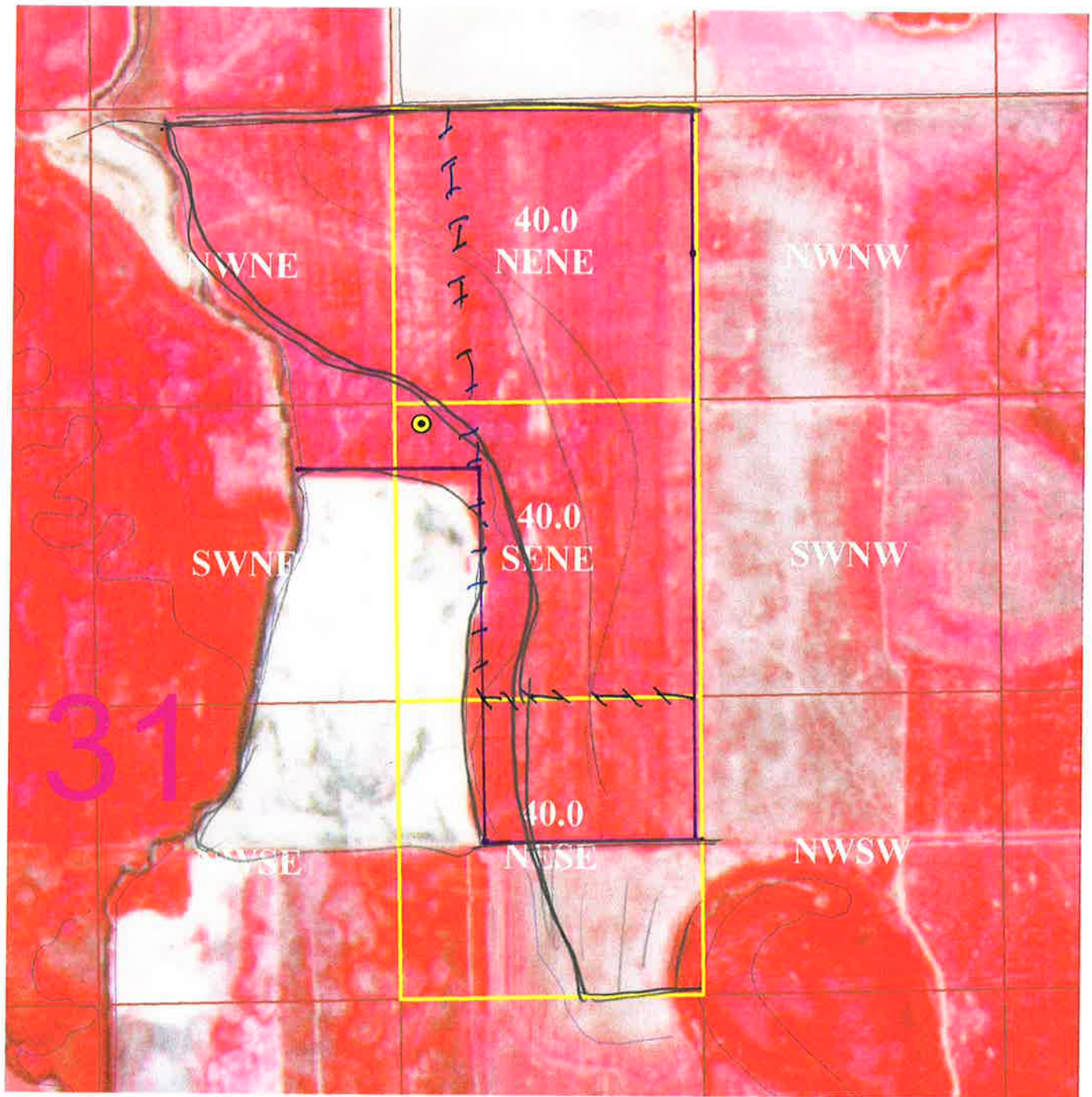
This partial decree is subject to such general provisions necessary for
the definition of the rights or for the efficient administration of the water
rights as may be ultimately determined by the Court at a point in time no
later than the entry of a final unified decree. Section 42-1412(6), Idaho
Code.

EXPLANATORY MATERIAL: License

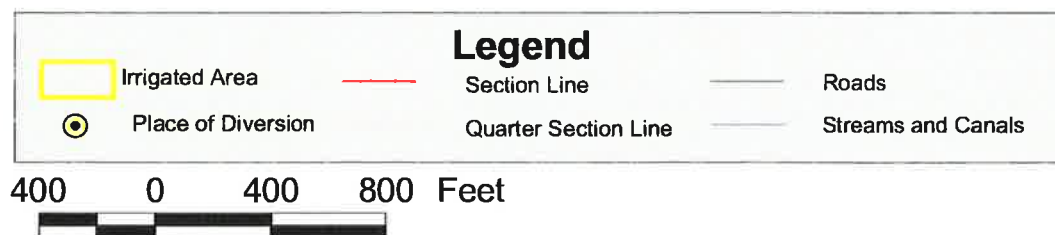
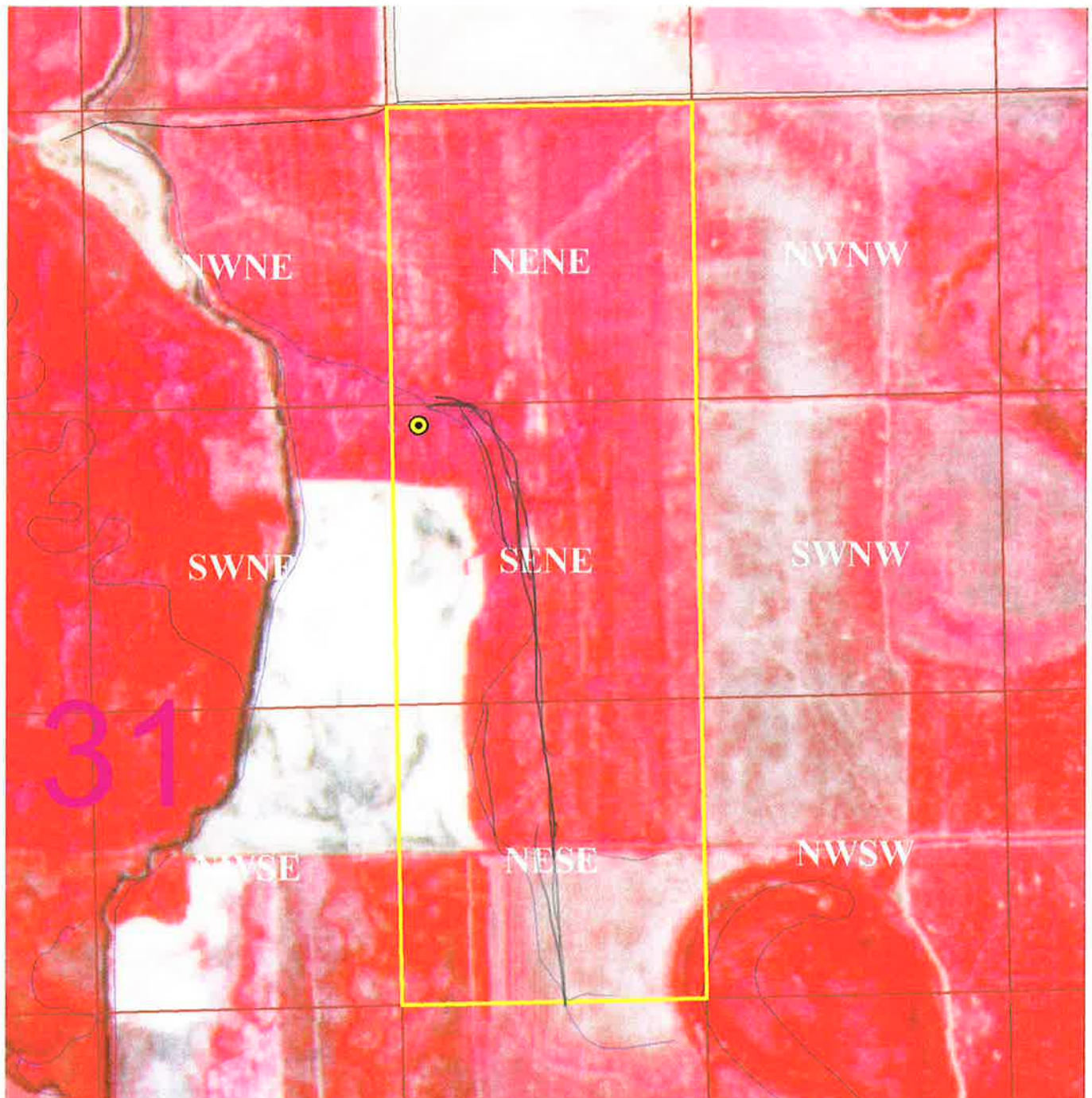
Township , 6S39E



Township , 6S39E



Township , 6S39E

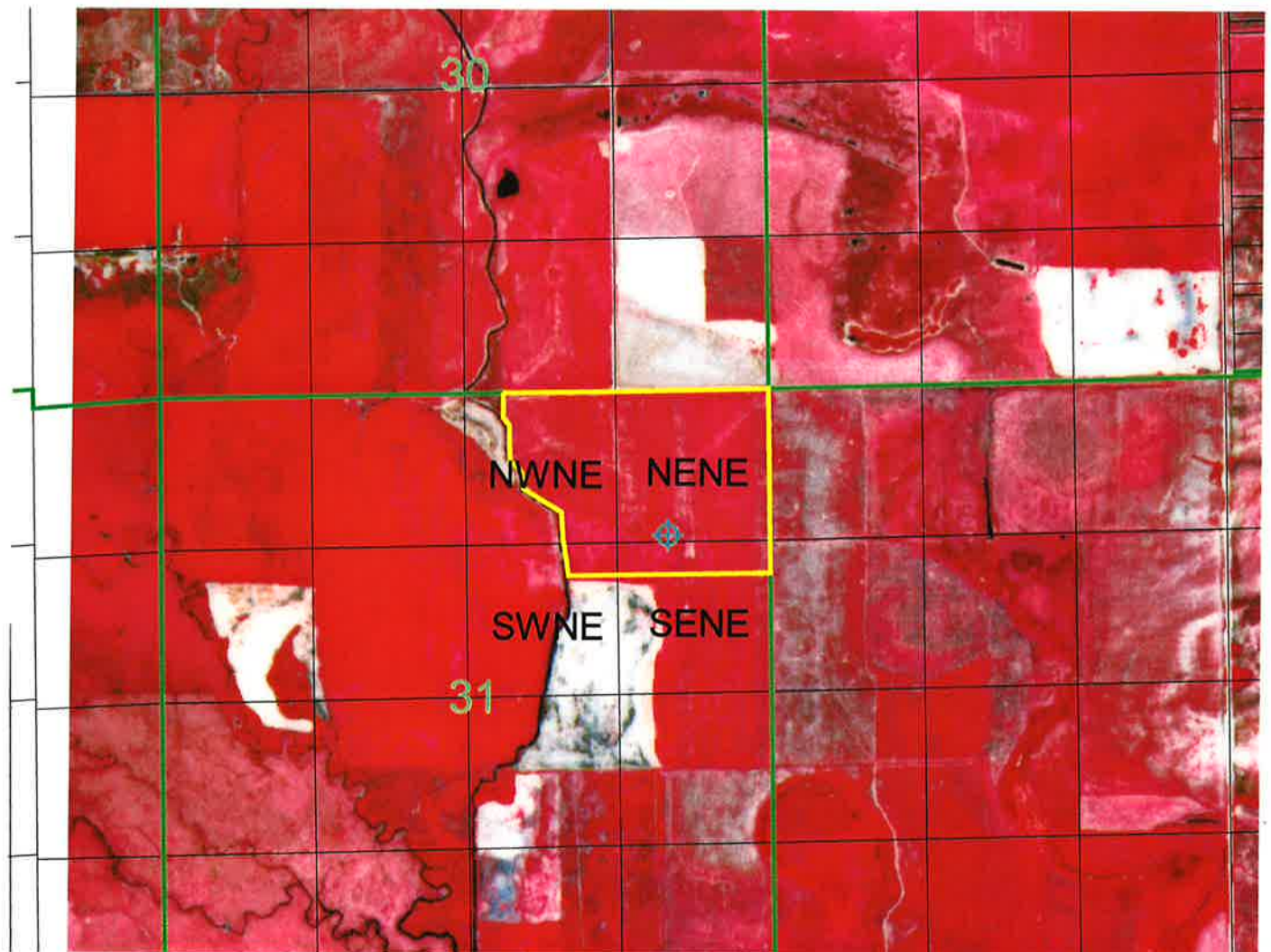




Department of Water Resources

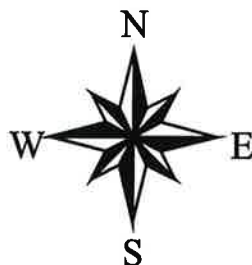
Claim No: 29-2420

Twp 06S Rge 39E



0 1320 2640 3960 5280 6600 Feet

-  Diversion.shp
-  Place of use.shp
-  Sections
-  QQ



GIS Place of Use Illustration
1987/1988 NAPP Photography
Prepare by: E. Carlsen
Date: June 2003

**SNAKE RIVER BASIN ADJUDICATION
CHANGE IN ADDRESS OF NOTICE OF CLAIM**

Claim Number(s):

29-2420, 29-10314, 10313

Previous Mailing Address:

Rondo Perkins
RT1 Box 1360
Bancroft, ID 83217

New Mailing Address:

C.V. Ranches
OR Rondo Perkins
3124 Nipper Rd.
Bancroft, ID 83217

Telephone Number:

(208) 648-7863

Signature of Claimant(s):

Rondo W. Perkins

Please return this completed form to:

**Adjudication Bureau
Idaho Dept. of Water Resources
1301 N. Orchard St.
Boise, ID 83706-2237
Ph. 1/800/451-4129 or
FAX 208/327-5400**

**Adjudication Bureau
Idaho Dept. of Water Resources
2735 Airport Way
Boise, ID 83705-5082
Ph. 208/334-2190 or
FAX 208/334-2348**

**Adjudication Bureau
Idaho Dept. of Water Resources
1341 Fillmore St., Ste. 200
Twin Falls, ID 83301-3380 or
FAX 208/736-3037**

**Adjudication Bureau
Idaho Dept. of Water Resources
900 N. Skyline, Ste. A
Idaho Falls, ID 83402-3653 or
FAX 208/525-7177**

1/24/03

Completed Contact, Priority dated (Verified
Basic & Alarm). Revised & use (STD 504)
No change in original license and alarm
data.

POD-3 POD Needs to be linked.

Alarm 29-10314, 29-10313 are also used
in same PO4 (overlapping nights)
Alarmist need to file an endorsement
claim.

Summary Data Entry Form

Claim No.: 29-2420

Remarks and Conditions (Include Type, Category and Code if applicable):

C18

Split or Combined Right Analysis:

Attached Field Notes or Other Documents:

Claim No.: _____ Reviewer _____ Date _____

Claim A29-2420



Photo was taken looking west at the POD and POU on November 20, 2001 at 2:39pm while accompanied by Rondo Perkins. About 4 years ago Rondo pulled the pump and cut the pipe below the surface so he could farm the ground. I explained to Rondo that after 5 years he could be looking at forfeiture of the water right. He said he would be using the well this next season.

WR5809NP
No. 29-02420

IDAHO DEPARTMENT OF WATER RESOURCES
WATER RIGHT PROFILE REPORT

DATE: 05/23/01
PAGE: 5

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	L. G. CALL	11/25/1959	IRRIGATION	00/00 00/00	0.610 CFS	
TOTAL DIVERSION:					0.610 CFS	

Water Source: GROUNDWATER

Tributary to:

Stage: LICENSE

Point(s) of Diversion: T06S R39E S31

SENE

CARIBOU County

Place of use Legal Description for: IRRIGATION

T	R	S	NE				NW				SW				SE				SUM
			NENE	NWNE	SWNE	SENE	NENW	NWNW	SWNW	SENW	NESW	NWSW	SWSW	SESW	NESE	NWSE	SWSE	SESE	
			Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	
06S	39E	31		40				18									17		75.0
TOTAL ACRES																			75.0

Pou County: CARIBOU

Other Water Rights Listing Overlapping Place(s) of use:
29-00020 29-00021 29-00024

Dates: App. Received: Priority Date: 11/25/1959
Proof Due Date: Proof Made Date:
Exam Made Date: Exam Sent to S.O.:
Licensed Date: 08/21/1979

Misc: Water District Number: Field Exam Fee:

Audit: 02/26/85 05/22/88 CONVERT

9/4/01 use administrative season of use.
Adjust imagery - Found 120 ac?

4/1 to 10/31

Vol 225 AF (75 ac * 3.0 ft) =

SCANNED

MAY 4 2001

Log for claim A29-02420

Spatial Dynamics LTD

6/12/00

TR	SEC	QQ	Acres Claimed	Acres Found	COMMENT
06s39e	31	NENE	40	40	
06s39e	31	SENE	18	40	Indiscernible
06s39e	31	NESE	17	40	Indiscernible
Totals:			75	120	

AJ5809NP
No. A29-02420

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT

DATE: 03/21/00
PAGE: 72

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	RONDO PERKINS RT 1 BOX 1360 BANCROFT ID 83217	11/25/1959	IRRIGATION	00-00 00-00	0.610 CFS	
TOTAL DIVERSION: CONSUMPTIVE USE:					0.610 CFS	262.50 AFA

Water Source: GROUNDWATER

Tributary to:

Stage: LICENSE

Point(s) of Diversion:

T06S R39E S31

SENE

CARIBOU County

Place of use Legal Description for: IRRIGATION

				NE				NW				SW				SE								
T	R	S	:	NENE	NWNE	SWNE	SENE	:	NENW	NWNW	SWNW	SENW	:	NESW	NWSW	SWSW	SESW	:	NESE	NWSE	SWSE	SESE	:	SUM
				Lt	Ac	Lt	Ac		Lt	Ac	Lt	Ac		Lt	Ac	Lt	Ac		Lt	Ac	Lt	Ac		
06S	39E	31	:	40				:	18				:					:	17				:	75.0
TOTAL ACRES																							75.0	

POU County: CARIBOU

Other Rights: PORTNEUF RIVER RIGHTS.

Other Water Rights Listing Overlapping Place(s) of Use:

A29-00012A A29-00021 A29-00024 A29-10173 A29-10174 A29-10313 A29-10315

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

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

Audit: 07/06/90 SHAFF 06/30/94 COX 03/29/95 POST-STD

State of Idaho
License and Certificate of Water Right

Water License No. G-28281

Amount 0.61 c.f.s.

Water District No. _____

Priority November 25, 1959

THIS IS TO CERTIFY that

L. G. CALL

of Bancroft, Idaho, made application for a permit to appropriate the public waters of the State of Idaho, dated November 25, 1959; that Permit No. G-28281 was issued under said application; that Certificate of Completion of works, with a carrying capacity of 0.61 second feet, was issued thereunder on September 23, 19 65, showing that said works were completed on the 8th day of October, 19 64; and that on the 8th day of October, 19 64,

L. G. CALL

of Bancroft, State of Idaho, made proof to the satisfaction of the State Reclamation Engineer of Idaho, of the right to use the waters of a well

, a tributary of subterranean flow, for the purpose of irrigation, under Use Permit No. G-28281 of the Department of Reclamation and that said right to the use of said waters has been perfected in accordance with the laws of Idaho, and is hereby confirmed by the State Reclamation Engineer of Idaho and entered of record in Volume

13 of Licenses at page 8282, on the 23 day of September, 19 65;

The right hereby confirmed dates from November 25, 1959;

The Point of Diversion is located

in the SE $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 31, Tp. 6S, R. 39 E, B. McCaribou County

That the amount of water to which such right is entitled and hereby confirmed, for the purposes aforesaid, is limited to an amount actually needed and beneficially used for said purposes, and shall not exceed 0.61 cubic feet per second.

Description and location of use:

Twp.	Range	Sec.	Forty-acre Tract	No. Acres Described in Permit	No. Acres Actually Irrigated
<u>6 S</u>	<u>39 E</u>	<u>31</u>	<u>NE~~1~~ NE~~2~~</u>	<u>40</u>	<u>40</u>
			<u>SE~~1~~ NE~~2~~</u>	<u>15</u>	<u>18</u>
			<u>NE~~1~~ SE~~2~~</u>	<u>20</u>	<u>17</u>
			Total number of acres to be irrigated:		<u>75</u>

The right to the use of the water aforesaid hereby confirmed is restricted to the lands or place of use herein described, as provided by the laws of Idaho.

WITNESS the seal and signature of the State Reclamation Engineer, affixed at Boise, Idaho, this

23rd day of September, 19 65.

RALPH W. THOMAS
Deputy State Reclamation Engineer.

(SEAL)

283 242.0

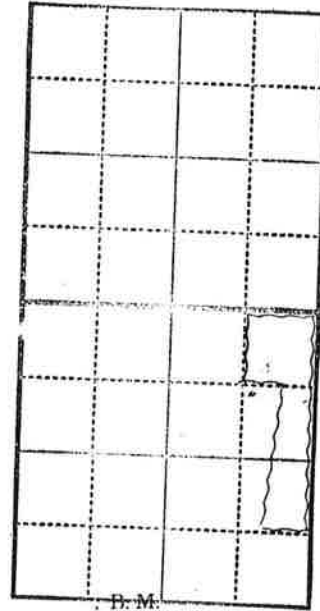
27-

APPLICATION FOR PERMIT

To Appropriate the Subterranean Waters of The State of Idaho

Application No. G- 36248
Permit No. G- 28281
District No.

1. Name of Applicant: L. G. CALL
Postoffice address: Bancroft County: Caribou State: Idaho
2. Quantity of water claimed:
- (a) Rate of withdrawal in cubic feet per second 1.5 or Idaho
Miners' inches 75 or gallons per minute
- (b) Annual withdrawal in acre feet per annum
3. Source of water supply: Underground
4. Location of point of diversion or well is in the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 31
Twp. 6 S., Rge. 39 E., B.M., County of Caribou
5. Water is to be used for: irrigation
6. If for municipal, industrial or recreational purposes, give:
- (a) Point of use of water is in the $\frac{1}{4}$ of the $\frac{1}{4}$ of Section , Twp.
Rge. , B.M.
- (b) Waste water or sewage effluent is to be returned to
at a point in the $\frac{1}{4}$ of the $\frac{1}{4}$ of Section , Twp. , Rge.
7. Kind of works: well, pump and sprinkler system
8. Estimated cost of works: \$ 11,500.00
9. (a) Is reservoir to be used? No
(b) Capacity of reservoir:
10. The time required for the completion of such work and complete application of the water to the proposed use is 5 years.
11. If applicant is a corporation, give:
- I. (a) Date and place of incorporation:
(b) Amount of capital stock: \$ (c) Amount paid in: \$
(d) Names and addresses of directors:
- II. The financial resources of the applicant are (a) Cash on hand: \$
(b) Treasury stock: (c) Bonds to be issued:
(d) Other resources:
12. The land to be irrigated is described in the following tabulation:
13. Existing water rights and/or valid permits appurtenant to the lands to be irrigated are: None



(a) (cubic feet per second, inches or gallons per minute) of the water herein applied for is to be supplemental to the existing water rights.

(b) 1.5 (cubic feet per second, inches or gallons per minute) is for new lands.

BE IT KNOWN THAT The undersigned hereby makes appli cation for permit to appropriate the public waters of the State of Idaho as herein set forth.

L. G. CALL Applicant.

By

Agent.

Date of first receipt at Department of Reclamation: 9:00 A. M. November 25, 1959

Returned to applicant for correction:

Corrected application received:

Approval of State Reclamation Engineer

The number of this permit is G— 28281

Recorded in Book 99 Page 28281 Approved December 4, 1959

This is to certify that I have examined the within application for a permit to appropriate the public waters of the State of Idaho, and hereby approve the same, subject to the following limitations and conditions:

Bond in the sum of \$ _____ to be filed on or before _____

Work to begin on or before _____ and to continue diligently and uninterruptedly to completion, unless temporarily interrupted by circumstances over which the permit holder has no control.

One-fifth of the work above specified to be completed on or before June 4, 1962

The whole of the work to be completed and beneficial use of water appropriated in accordance herewith, to be made and proofs offered on or before December 4, 1964

Witness my hand this 4th day of / December, 1959

GEO. N. CARTER
STATE RECLAMATION ENGINEER.

IN TESTIMONY WHEREOF, We, ROBERT E. SMYLLIE, Governor of the State of Idaho,
and ARNOLD WILLIAMS, Secretary of State of the State of Idaho, have caused this instrument to
be executed in the name of the State of Idaho, and caused the Great Seal of the State of Idaho to be hereunto affixed, this 4th
day of December, 1959.

Countersigned:

STATE OF IDAHO

(SEAL)

By ROBERT E. SMYTHE
Governor

By ARNOLD WILLIAMS
Secretary of State.

By: Paula L. Fleenor
Deputy Secretary of State

12.

Twp.	Range	Sec.	NE ¹ / ₄		NW ¹ / ₄		SW ¹ / ₄		SE ¹ / ₄		Totals	
			NE ¹ / ₄	NW ¹ / ₄	SW ¹ / ₄	SE ¹ / ₄	NE ¹ / ₄	NW ¹ / ₄	SW ¹ / ₄	SE ¹ / ₄		NE ¹ / ₄
6 S.	39 E.	31	40		15					20		75
✓ TO ALL WHOM IT MAY CONCERN:			Permit No. G-28281 ✓ CERTIFICATE OF COMPLETION OF WORKS									
This is to certify that L. G. CALL, of Bancroft, County of Caribou, and State of Idaho, the holder of Permit No. G-28281, issued upon Application No. G-36248, bearing date of priority of November 25, 1959, authorizing the diversion of 1.5 second feet of waters of a well, County of Caribou, State of Idaho, for irrigation purposes, has fully complied with the provisions of the laws of the State of Idaho relating to the proof of completion of the works of diversion set out and described in said Permit; that said works are adequate for diverting and conveying to the place of intended use 0.61 second feet of the waters of a well from subterranean flow; that the point of diversion of said waters SE ¹ / ₄ NE ¹ / ₄ , Sec. 31, T. 6 S., R. 39 E., B.M.; and that the lands proposed to be irrigated by the use or place of use of said water are described as follows, to-wit:												
E ¹ / ₂ NE ¹ / ₄ , NE ¹ / ₄ SE ¹ / ₄ , Sec. 31, T. 6 S., R. 39 E., B.M.												
Witness my hand this 23rd day of September, A. D. 1965.												
Proof of Completion of Works: October 8, 1964												
			s/ RALPH W. THOMAS, Deputy State Reclamation Engineer									
			LICENSE ISSUED FOR 0.61 SEC. FT. LICENSE PAGE NO. 8282									

STATE OF IDAHO
DEPARTMENT OF RECLAMATION
BOISE, IDAHO
REPORT OF ENGINEER

Permit No. G-28281This proof is for Comp. of Works & Bene. Use In Water District No. _____1. Name of applicant L. G. Call2. Source of water supply: Underground3. Location of point of diversion: Is in the SE 1/4 NE 1/4 of Section 31T 6S R 39E County of Caribou

4. Describe works as they exist, giving dimensions and capacities of same: _____

U.S. Drive Head, Rancher Verti-Line Pump No. #
11A1200 (37 HP) Cummins Diesel # 623604P
6" Disch to 8" line W to Buried Main

5. Water is used for: irrigation6. State whether or not water has been turned into works of diversion: yes

7. List legal subdivisions of lands to be irrigated. If proof is for beneficial use, give exact number of acres under cultivation in each forty-acre tract. (Describe manner and place of use if other than irrigation):

ENE 1/4, NE 1/4 SE 1/4, Section 31, 6S-39E, making a total of 75 acres to be irrigated.

(Submit map on attached plat, showing location and details of above description.)

8. What large stream would the water here appropriated finally reach? _____

Remarks: 57 Nozzles 30-3/4 27-1/4 @ 27 p.s.i.Q₁ = 4.1 (27) = 11.9 gpmQ₂ = 5.2 (30) = 15.6 gpm27.5 gpm = 61 cfsMr. L. G. Call alongThis examination was made on the 7 day of September, 1965.(Signed) Don Watts

Examiner.

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 29-2420
Date Received: 2/14/1990
Receipt No: C014655
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

C V RANCHES Phone: (208) 547-7487

3124 NIPPER RD
BANCROFT ID USA 83217

2. Date of Priority: 11/25/1959

3. Source: GROUND WATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
06S	39E	31	SW NE NE	CARIBOU	

5. Description of diverting works:

WELL, PUMP, PIPELINES

6. Water is used for the following purposes:

Purpose	From To	C.F.S.	(or) A.F.A
IRRIGATION	04/01 10/31	0.61	

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

8. Total consumptive use:

9. Non-irrigation uses:

PROFILED

SCANNED
FEB 16 2006

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
06S	39E	31	NE	NE	IRRIGATION	40
			NW	NE	IRRIGATION	24
			SE	NE	IRRIGATION	8.5
			SW	NE	IRRIGATION	2.5
					Section Acres	75
					Total Acres	75

11. Place of use in counties: CARIBOU

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

13. Other Water Rights Used:

14. Remarks:

15. Basis of Claim: License

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.

SCANNED
FEB 16 2006

Number of attachments: _____

For Organizations:

I do solemnly swear or affirm that I am Partner of
C.V. Sanchez Title
C.V. Sanchez, that I have signed the foregoing
C.V. Sanchez Organization
document in the space below as Partner of
C.V. Sanchez Title
C.V. Sanchez and that the statements contained in the
C.V. Sanchez Organization
foregoing document are true and correct.

Signature of Authorized Agent

Title and Organization

Date _____

State of Idaho)
County of Bonner) SS.

Subscribed and sworn (or affirmed) before me this 23rd of April 2003

Notary Public

Residing at Boano Pines Dr

My commission Expires 9/23/03



SCANNED

FEB 16 2006

MAY 4 2001

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: A29-02420
Date Received: 2/13/1990
Receipt No: CG/4655
Received By: [Signature]

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

RECEIVED

JUL 16 1990

Department of Water Resources
Eastern District Office

1. Name: RONDO PERKINS
Address: RT 1, BOX 1360
BANCROFT, ID 83217

2. Date of Priority: NOV 25, 1959

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
06S	39E	31	SE	NE			CARIBOU

5. Description of diverting works:
WELL, PUMP, PIPELINES

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	4/1	10/31	0.610		

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

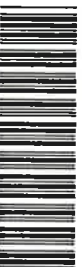
8. Total consumptive use is 262.5 Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
06S	39E	31	NE	NE		IRR	40.0
			SE	NE		IRR	18.0
			NE	SE		IRR	17.0
Section Acres							75.0

A2902420



A29-02420

Page 1

Date: 02/13/90

MICROFILMED

NOV 13 1992

10. Place of Use: Continued

Total Acres 75.0

11. Place of use in counties: CARIBOU

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

13. Other Water Rights Used:
PORTNEUF RIVER RIGHTS.

14. Remarks:

15. Basis of Claim: LICENSE
Water Right Number: 28281

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): Linda W. Perkins Date: 2/13/90

Date: _____

State of Idaho)
County of Ada) SS.

Subscribed and sworn (or affirmed) before me this 13 day
of February 19 90

[Signature]
Notary Public

Seal

Residing at Boise, ID
My Commission Expires June 10, 1994



10900.

ABSTRACT OF TITLE

TO

C. V. Cattle Co.

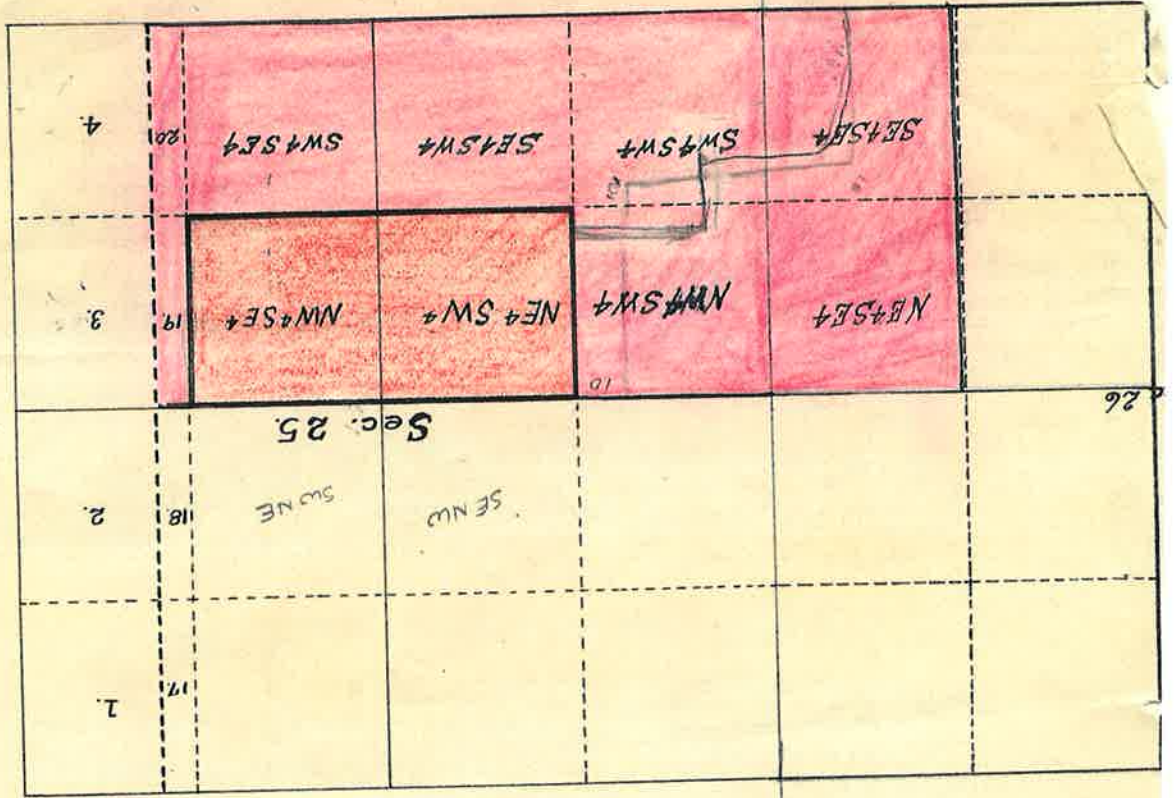
6
17
67

Lots 19 and 20 and the Southwest quarter; West half of Southeast quarter all in Section twenty-five, Township six South, Range thirty-eight East, Also East half of Southeast quarter of Section twenty-six, Township six South, Range thirty-eight East of the Boise Meridian in Idaho.

Prepared for
First Trust Company of
Saint Paul,
Saint Paul, Minnesota.

PLAT OF PROPERTY DESCRIBED IN FOREGOING CAPTION

Township -6- South, Range -28- East Boise Meridian



Scale 1" = 20 chains.

United States of America

PATENT

to

Dated: December 17, 1906

Filed: April 24, 1907

at 8:56 A. M.

Recorded: Book 4 Patent Record

Page 525

Recites deposited in General Land Office of United States Certificate of Register of Land Office at Blackfoot, Idaho, whereby it appears that full payment has been made by Maud G. Mabee West, according to provisions of Act of Congress of April 24, 1820, entitled "Act making further provisions for Sale of Public Lands," and acts supplemental thereto, for

West half of Southwest quarter of Section twenty-five; and East half of Southeast quarter of Section twenty-six in Township six South of Range thirty-eight East of Boise Meridian in Idaho, containing one hundred sixty acres, according to Official Plat of Survey of said land returned to General Land Office by Surveyor General.

Give and grant unto said Maud G. Mabee West said tract above described.

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

(Seal)

By President: T. Roosevelt
By F. M. McKean, Secretary

Recorded Idaho Vo..
64, Page 266

C. H. Brush, Recorder of
General Land Office.

William J. West and his
wife, Maud G. West,

to

The First Savings Bank of
Pocatello, Idaho, banking
corporation.

MORTGAGE

Dated: October 12, 1906
Filed: October 22, 1906
at 4:11 P. M.
Recorded: Book 7 Mortgage
Record Page 566
Consideration: \$5,000.00

Grant, bargain, sell and convey land in Bannock County, Idaho:
(Certain property not now under search) and

Also West half of Southwest quarter of Section 25; and
East half of Southeast quarter of Section 26 in Township
6 South of Range 38 East of Boise Meridian, containing
160 acres.

Grant is intended as Mortgage to secure payment of promissory note
of even date by said first parties to said second party, for \$5,000.00,
due nine months after date, with interest at eight per cent per annum from
date until paid.

Hereby acknowledge full payment and satisfaction in and to this
Mortgage and debt thereby secured.

First Savings Bank
W. D. Service, Cash.

Subscribed and acknowledged before me this July 22, 1907.

E. G. Gallet, Recorder,
By W. A. Hyde, Deputy.

William J. West and his
wife, Maud G. West,

to

The First National Bank of
Pocatello, Idaho, banking
corporation.

MORTGAGE

Dated: October 12, 1906

Filed: October 22, 1906

at 4:12 P. M.

Recorded: Book 10 Mortgages

Page 583

Consideration: \$10,000.00

(Certain property not now under search) and

Also, West half of Southwest quarter of Section 25; and
East half of Southeast quarter of Section 26 in Township 6
South of Range 38 East of Boise Meridian, containing 160
acres.

Grant is intended as Mortgage to secure payment of promissory note
of even date by said first parties to said second party, for \$10,000.00,
due nine months after date, with interest at eight per cent per annum from
date until paid.

Hereby acknowledge full payment and satisfaction in and to this
Mortgage and debt thereby secured.

First National Bank, Pocatello,
W. D. Service, Cash.

Subscribed and acknowledged before me this July 19, 1907.

E. G. Gallet, Recorder
By W. A. Hyde, Deputy.

Lucinda E. Metcalf

NOTICE OF WATER RIGHT

Dated: June 18, 1902

Filed: June 23, 1902

at 9:50 A. M.

Recorded: Book 2 Water

Location Record Page 152

Notice given:

First. That Lucinda E. Metcalf hereby claims use of waters of Toponce Creek in Bannock County, Idaho to extent of four cubic feet per second.

Second. It is intended to divert said water at or near point where copy of this notice is posted and more definitely described as follows: At and from North Channel of said Creek at bluff or embankment on said stream in Section 35, Township 6 South of Range 38 East Boise Meridian.

Third: Purpose for which said water is intended to be used is for irrigation of lands and domestic purposes. Place of intended use is upon lands hereinafter fully described.

Fourth. It is intended to divert said water by means of canal or ditch. General course of proposed canal is Northeasterly. Length of proposed canal is $2\frac{1}{2}$ miles and ending upon lands hereinafter described. It is intended to use said water for irrigating following described land:

S.E. $\frac{1}{4}$ of S.W. $\frac{1}{4}$, S.W. $\frac{1}{4}$ of S.E. $\frac{1}{4}$ and Lots 3 and 4 of Section 25, Township 6 South of Range 38 East Boise Meridian, containing 147.31 acres.

Fifth. It is intended to have work for diversion and use of said water as aforesaid completed within two years.

Lucinda E. Metcalf, Claimants

Bannock County, Idaho.

Lucinda E. Metcalf being first duly sworn deposes and says that she is of lawful age and claimant of Water Right mentioned in foregoing notice and whose name is subscribed thereto. That statements in said notice are true and that original notice of which foregoing is true copy was posted in conspicuous place at or near place of intended diversion as provided by law on June 18, 1902 at 10:30 P. M.

Lucinda E. Metcalf

Subscribed and sworn to before me this June 20, 1902.

Anson C. Loveland, Justice of
the Peace.

BANNOCK TITLE-ABSTRACT COMPANY

PAGE NUMBER

Lucinda E. Metcalf, widow,

to

William H. Gill.

QUITCLAIM DEED

Dated: April 26, 1905
Filed: October 3, 1905
at 4:15 P. M.
Recorded: Book 15 Deed
Record Page 348
Consideration: \$1.00

Demise, release and quitclaim water right in Bannock County, Idaho:

Four cubic feet per second of time of waters of Toponce Creek as shown by water location dated June 18, 1902 and recorded in Book 2 of Water Locations at Page 152 of Records of Bannock County, Idaho, said waters being located for irrigation of

Southeast quarter of Southwest quarter, Southwest quarter of Southeast quarter and Lots three and four of Section twenty-five, Township six South, Range thirty-eight East of Boise Meridian in Idaho.

SESW = 40
SWSE = 40
80

lot 3 33.5

lot 4 38.81
152.31

Two Witnesses

Lucinda E. Metcalf

Acknowledged: Ravalli County, Montana; May 10, 1905; by Lucinda E. Metcalf, widow; before C. B. Calkins, Notary Public in and for Ravalli County, Montana. (Seal)

No. 2834.

Receiver's Office Blackfoot, Idaho.

George A. Robethan,
Receiver,

to

William H. Gill.

RECEIVER'S RECEIPT

Dated: June 22, 1906

Filed: July 17, 1907

at 10:25 A. M.

Recorded: Book 17 Deed

Record Page 37

Received from William H. Gill sum of \$244.14, being in full for

Lots 3 and 4, S.W. $\frac{1}{4}$ S.E. $\frac{1}{4}$, S.E. $\frac{1}{4}$ S.W. $\frac{1}{4}$ of Section number
25 in Township No. 6 S. of Range No. 38 E. containing
147.31 acres

at \$1.25 per acre.
\$2.50

George A. Robethan, Receiver.

United States of America

PATENT

to

William H. Gill.

Dated: September 14, 1907

Filed: December 3, 1907

at 3:10 P. M.

Recorded: Book 4 Patent

Record Page 596

Recites deposited in General Land Office of United States Certificate of Register of Land Office at Blackfoot, Idaho, whereby it appears that full payment has been made by William H. Gill, according to provisions of Act of Congress of April 24, 1820, entitled "Act making further provisions for Sale of Public Lands," and acts supplemental thereto, for

Lots three and four and Southwest quarter of Southeast quarter and Southeast quarter of Southwest quarter of Section twenty-five in Township six South of Range thirty-eight East of Boise Meridian, Idaho, containing one hundred forty-seven and thirty-one hundredths acres, according to Official Plat of Survey of said lands returned to General Land Office by Surveyor General.

Give and grant unto said William H. Gill said tract above described.

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

(Seal)

By President: Theodore Roosevelt
By F. M. McKean, Secretary.

Recorded: Miscellaneous
Vol. 654, Page 309

H. W. Sanford, Recorder of
General Land Office.

William H. Gill and Christie
A. Gill, his wife,

to

Maud G. West.

QUITCLAIM DEED

Dated: June 21, 1906
Filed: April 24, 1907
at 8:55 A. M.
Recorded: Book 15 Deed
Record Page 624
Consideration: \$1.00

Demise, release and quitclaim water right in Bannock County, Idaho:

Four cubic feet per second of time of waters of Toponce Creek as shown by water Location dated June 18, 1902, and recorded in Book 2 of Water Locations at Page 152 of Records of Bannock County, Idaho, said waters being located for irrigation of

Southeast quarter of Southwest quarter, Southwest quarter of Southeast quarter and Lots three and four of Section twenty-five, Township six South, Range thirty-eight East of Boise Meridian in Idaho.

Two Witnesses

William H. Gill
Christie A. Gill (Seal)

Acknowledged: Bannock County, Idaho; June 23, 1906; By William H. Gill and Christie A. Gill, wife of said William H. Gill, described as married woman, upon examination without hearing of her husband; Before Theo. Turner, Notary Public in and for said County. (Seal)

William H. Gill and Christie
A. Gill, his wife,

to

Maud G. West.

MORTGAGE

Dated: May 11, 1906
Filed: June 20, 1906
at 2:10 P. M.
Recorded: Book 10 Mortgages
Page 521
Consideration: \$700.00

Grant, bargain, sell and convey real property in Bannock County,
Idaho:

Lots three and four, Southwest quarter of Southeast quarter
and Southeast quarter of Southwest quarter of Section twenty-
five, Township six South, Range thirty-eight East of Boise
Meridian in Idaho, containing one hundred forty-seven and
31/100 acres, according to Official Plat of Survey of said
lands returned to General Land Office by Surveyor General.

Grant is intended as Mortgage to secure payment of one promissory
note of even date by said first parties to said second party for \$700.00,
due on or before two years after date.

Hereby acknowledge full payment and satisfaction in and to this
Mortgage and debt thereby secured.

Maud G. West

Subscribed and acknowledged before me this July 22, 1907.

E. G. Gallet, Recorder,
By W. A. Hyde, Deputy.

William H. Gill and his
wife, Christie A. Gill,

to

Maud G. West.

WARRANTY DEED

Dated: June 8, 1907
Filed: July 17, 1907
at 10:26 A. M.
Recorded: Book 18 Deed
Record Page 129
Consideration: \$700.00

Grant, bargain, sell, convey and confirm land in Bannock County,
Idaho:

Lots three and four and Southwest quarter of Southeast
quarter and Southeast quarter of Southwest quarter of
Section twenty-five in Township six South of Range 38
East of Boise Meridian in Idaho.

Together with all water, water rights, water privileges and franchises
used in connection with or appurtenant to said lands and all dams, ditches
and other works for diversion and conduct of said water to and upon said
lands for irrigation thereof and for domestic and stock purposes thereon.

Covenants of quiet and peaceable possession and general warranty.

William H. Gill (Seal)
Christie A. Gill (Seal)

Acknowledged: Christian County, Illinois; June 8, 1907; By William
H. Gill, and Christie A. Gill, described as married woman, upon examina-
tion without hearing of her husband; Before G. H. Alexander, Notary
Public, in and for said County. (Seal) My commission expires April 22,
1907.

William J. West and Maud
G. West, his wife,
to

A. J. Knollin.

WARRANTY DEED

Dated: July 19, 1907
Filed: July 23, 1907
at 4 P. M.
Recorded: Book 17 Deed
Record Page 38
Consideration: \$18,941.80

Grant, bargain, sell, convey and confirm land in Bannock County,
Idaho:

lots numbered three and four, Southwest quarter of Southeast quarter, Southeast quarter of Southwest quarter and West half of Southwest quarter of Section twenty-five; and East half of Southeast quarter of Section twenty-six, Township six South of Range thirty-eight East. (Also certain other property not now under search) according to Official Plat of survey of said lands returned to General Land Office by Surveyor General. *lot 3 SW SE 1/2 SW sec. 25*

Together with all water, water rights, water privileges and water franchises belonging to or in anywise used with or upon said land or any part thereof and all ditches, dams, canals and other works for diversion and conveyance of said water to and upon said land and particularly one hundred sixty inches of water appropriated from North Fork of Toponce Creek about twenty-six years ago, same having been continually used upon said land or some part thereof since date of said appropriation; four cubic feet per second of time of waters of Toponce Creek appropriated by Lucinda E. Metcalf June 18, 1902 and recorded in Book "2" of Water Locations at Page "152" of Records of Bannock County, Idaho; two hundred forty inches of waters from Portneuf River appropriated by Jacob West April 12, 1889 and recorded in Book "1" of Water Locations at Page "279" of records of Bannock County, Idaho; two hundred forty inches of waters of Portneuf River appropriated by W. J. West April 12, 1889 and recorded in Book "1" of Water Locations at Page "281" of Records of Bannock County, Idaho; eight hundred inches of waters of Portneuf River appropriated by Jacob West, W. J. West and C. S. West in June, 1891 and which is recorded in Book "1" of Water Locations at Page "427" of Records of Bannock County, Idaho, these waters being diverted by appropriators through what is known as "High Line" or "East Side" ditch, also whole of waters of Portneuf River as same passes through land above described diverted by means of dams and headgates in said river which back up said water upon and over and floods hay lands belonging to said first party.

All above described waters having heretofore been used upon said lands or some part thereof.

This Deed is given and accepted subject to taxes for year 1907 which

BANNOCK TITLE-ABSTRACT COMPANY

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second party herein assumes and agrees to pay.

Covenants of quiet and peaceable possession and general warranty.

One Witness

William J. West (Seal)

Maud G. West (Seal)

Acknowledged: Bannock County, Idaho; July 19, 1907; by William J. West and Maud G. West, wife of said William J. West; before Fred G. Caldwell, Notary Public in and for said County. (Seal)

A. J. Knollin

to

William J. West.

MORTGAGE

Dated: July 22, 1907

Filed: July 23, 1907

at 9:51 A. M.

Recorded: Book 7 Mortgage

Record Page 596

Consideration: \$8,941.80

Grant, bargain, sell and convey land in Bannock County, Idaho:

Lots three and four and Southwest quarter of Southeast quarter and Southeast quarter of Southwest quarter and West half of Southwest quarter of Section twenty-five; and East half of Southeast quarter of Section twenty-six in Township six South of Range thirty-eight East of Boise Meridian; and

(Certain other property not now under search)

according to Official Plat of Survey of said lands returned to General Land Office by Surveyor General of Idaho.

Grant is intended as Mortgage to secure payment of two promissory notes of even date by said first party to said second party, one for \$3,941.80 due three years after date and one for \$5,000.00, due five years after date, both with interest at six per cent per annum from date until paid.

William J. West

SATISFACTION OF MORTGAGE

Dated: April 26, 1913

Filed: April 28, 1913

at 1:04 P. M.

Recorded: Book 3 Releases

Page 402

Certify and declare that Mortgage bearing date July 22, 1907, by A. J. Knollin to William J. West, recorded in office of County Recorder of Bannock County, Idaho, in Book 7 of Mortgages at page 596 on July 23, 1907, together with debt thereby secured is fully paid, satisfied and discharged.

William J. West

Acknowledged: Bannock County, Idaho; April 26, 1913; by William J. West; before H. E. Wasley, Notary Public, in and for said County and State. (Seal)

D. G. Martin, State Engineer,

WATER LICENSE

to

Keplar Sessions, holder and
owner of said Permit No. 1997.

Dated: December 7, 1910
Filed: January 19, 1911
at 4:42 P. M.
Recorded: Book 2 Miscel-
laneous Record Page 4

Recites:

That on March 16, 1906, Peter Anderson duly made application No. 2629 for permit to use three and two tenths cubic feet per second of waters of Toponce Creek, Bannock County, Idaho for irrigation and domestic purposes; and

That on May 19, 1906, Permit No. 1997 was issued to said applicant for diversion of said water, and providing for completion of works of diversion therein described on or before May 19, 1909 and for application to beneficial use of said water on or before May 19, 1911; and that on September 10, 1907, Peter Anderson transferred all his right in and to said permit to Keplar Sessions; and

That on March 19, 1909 Keplar Sessions holder of said permit duly made proof of completion of adequate works for diversion of three and two tenths cubic feet per second of said waters as evidenced by Certificate No. 1997 dated April 12, 1909, confirming completion of works of sufficient capacity for diverting and conveying to place of intended use said water with date of priority of March 16, 1906; and

That on October 28, 1910 Keplar Sessions holder of said permit duly made proof of application to beneficial use of 1.34 cubic feet per second of said water.

By virtue of authority vested in him by laws of Idaho grant and confirm perpetual right dating from March 16, 1906 to use of one and thirty-four one hundredths cubic feet per second of waters of Toponce Creek in Bannock County, Idaho or so much thereof as may be necessary for purposes herein mentioned to be diverted at point near Southwest corner of Southeast quarter of Section 33, Township 6 South, Range 38 East Boise Meridian and conducted to and upon about 67 acres as follows:

40 acres in Southeast quarter Southwest quarter, 20 acres in Northeast quarter Southwest quarter and 7 acres in Northwest quarter Southwest quarter Section 25, Township 6 South, Range 38 East Boise Meridian

for purpose of irrigation and domestic use.

Subject, however, to Laws of State of Idaho applicable to License for use of Waters of State and also to local or community customs, rules and regulations which have been or may be adopted from time to time by majority of users from common source of supply, canal or lateral from which

BANNOCK TITLE-ABSTRACT COMPANY

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such water may be taken, when such rules and regulations have for their object economical use of such water.

D. G. Martin, State Engineer

A. J. Knollin and Cora
Wells Knollin, his wife,
Bank, corporation
to

MORTGAGE

Dated: April 1, 1913
Filed: May 3, 1913
at 1:05 P. M.
Recorded: Book 17 Mortgage
Record Page 165
Consideration: \$17,000.00

Union Trust & Savings
Bank, corporation.

Grant, bargain, sell, convey and mortgage real estate in Bannock
County, Idaho:

Lots three and four, Southwest quarter of Southeast quarter,
Southeast quarter of Southwest quarter and West half of
Southwest quarter of Section twenty-five; East half of
Southeast quarter of Section twenty-six, Township six S., R.
thirty-eight E.B.M.

(Also, certain other property not now under search)

This instrument is intended as mortgage to secure payment of three
promissory notes of even date herewith for total sum of \$17,000.00 by said
first parties payable to said second party five years after date, with
interest from date payable annually, according to fifteen interest notes
thereto attached and to bear interest at ten per cent per annum after
maturity until paid.

If monies and interest secured hereby shall be fully paid in manner
and when same becomes due, then this instrument shall become void.

Union Trust Company of Spokane,
formerly Union Trust & Savings
Bank, corporation

SATISFACTION OF MORTGAGE

Dated: May 17, 1921
Filed: June 1, 1921
at 10:05 A. M.
Instrument No.: 84382
Recorded: Book 7 Releases
Page 499

Certify that Mortgage bearing date April 1, 1913 by A. J. Knollin and Cora Wells Knollin, his wife to Union Trust & Savings Bank for \$17,000.00 and filed for record in office of Recorder of Bannock County, Idaho, on May 3, 1913 and thereafter recorded in Book 17 of Mortgages of said County at Page 165, together with debt thereby secured is fully paid, satisfied and discharged.

(Corporate Seal)

Union Trust Company of Spokane
By Frank C. Paine as its Vice
President

Attest: H. E. Fraser, as its Secretary.

Acknowledged: Spokane County, Washington; May 17, 1921; Personally appeared Frank C. Paine and H. E. Fraser known to be Vice President and Secretary respectively of corporation that executed within and foregoing instrument and acknowledged said instrument to be free and voluntary act and deed of said corporation for uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that seal affixed is Corporate Seal of said corporation; Before Lyman C. Reed, Notary Public in and for State of Washington, residing at Spokane, Washington. (Notarial Seal) Commission expires April 13, 1923.

United States of America

PATENT

to

James M. White.

Dated: September 18, 1913

Filed: March 17, 1914

at 10:06 A. M.

Recorded: Book 7 Patent

Record Page 148

Recites Certificate of Register of Land Office at Blackfoot, Idaho, deposited in General Land Office, whereby it appears that full payment has been made by James M. White, according to provisions of Act of Congress of April 24, 1820, entitled "Act making further provisions for Sale of Public Lands," and acts supplemental thereto, for

SWNE, NWSE, NESW, SENW.

Sec 25

T6S, R38E

Southwest quarter of Northeast quarter, Northwest quarter of Southeast quarter, Northeast quarter of Southwest quarter and Southeast quarter of Northwest quarter of Section twenty-five in Township six South of Range thirty-eight East of Boise Meridian, Idaho, containing one hundred sixty acres, according to Official Plat of Survey of said land, returned to General Land Office by Surveyor General.

160AC.

Give and grant unto said claimant tract above described.

Subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by local customs, laws and decisions of courts; and there is reserved from lands hereby granted, right of way thereon for ditches or canals constructed by authority of United States.

Lands above described are subject to all rights under application by Portneuf Marsh Valley Irrigation Company approved June 27, 1908 under Act of March 3, 1891 being application for right of way for canal.

(Seal)

By President: Woodrow Wilson
By M. P. LeRoy, Secretary.

Recorded: Patent Number
356514

L. Q. C. Lamar, Recorder of
General Land Office.

BANNOCK TITLE-ABSTRACT COMPANY

PAGE NUMBER

James M. White and his
wife, Daisy White,

to

Utah Mortgage Loan Corporation.

MORTGAGE

Dated: March 4, 1914

Filed: March 17, 1914

at 10:07 A. M.

Recorded: Book 21 Mortgage

Record Page 46

Consideration: \$800.00

Grant, bargain, sell, convey and confirm land in Bannock County,
Idaho:

Southwest quarter of Northeast quarter and Northwest quarter
of Southeast quarter and Northeast quarter of Southwest
quarter and Southeast quarter of Northwest quarter of Section
twenty-five, Township six South of Range thirty-eight,
of Boise Meridian, containing one hundred sixty acres.

Grant is intended as Mortgage to secure payment of promissory note
of even date by said first parties to said second party, for \$800.00,
due March 1, 1919, with interest at six per cent per annum, payable semi-
annually from March 1, 1914.

James M. White and his
wife, Daisy White,

to

Utah Mortgage Loan Corporation.

MORTGAGE

Dated: March 4, 1914

Filed: March 20, 1914

at 1:30 P. M.

Recorded: Book 22 Mortgage

Record Page 49

Consideration: \$120.00

Grant, bargain, sell and convey real property in Bannock County,
Idaho:

Southwest quarter of Northeast quarter and Northwest quarter
of Southeast quarter and Northeast quarter of Southwest
quarter and Southeast quarter of Northwest quarter of Section
twenty-five, Township six South of Range thirty-eight East
of Boise Meridian, containing one hundred sixty acres.

Grant intended as Mortgage to secure payment of one promissory note
of even date herewith by said first parties to said second party for
\$120.00, payable in installments without interest, as follows: \$12.00 on
September 1, 1914 and \$12.00 on March and September 1 each year thereafter
until fully paid.

Utah Mortgage Loan Corporation

SATISFACTION OF MORTGAGE

Dated: November 13, 1916
Filed: November 14, 1916
at 3:50 P. M.
Recorded: Book 4 Releases
Page 430

Certify that two Mortgages by James M. White and his wife, Daisy White to Utah Mortgage Loan Corporation, dated March 4, 1914, one for \$800.00, recorded in Book 21 of Mortgages on Page 46 on March 17, 1914, and other for \$120.00 recorded in Book 22 of Mortgages on Page 49 on March 20, 1914 in office of County Recorder of Bannock County, Idaho, have been fully satisfied by payment of debts secured thereby and are hereby cancelled and discharged.

Two Witnesses

(Corporate Seal)

Utah Mortgage Loan Corporation
By Geo. H. Champ, President
A. H. Thompson, Secretary.

Acknowledged: Cache County, Utah; November 13, 1916; Personally appeared Geo. H. Champ and A. H. Thompson, known to be President and Secretary respectively of corporation that executed within instrument, and acknowledged that such corporation executed same; Before Irving L. Brangham, Notary Public. Residence: Logan, Utah. (Seal) My commission expires May 1, 1920.

Albert J. Knollin, sometimes called A. J. Knollin and Cora W. Knollin, wife, hereinafter called "Grantors", first parties, Knollin-Hansen Company, corporation under laws of Idaho, and Knollin-Black Company, corporation under laws of Idaho, hereinafter called "Corporations", second parties, and Merchants Trust and Savings Bank, corporation of Minnesota, hereinafter called "Trustee", third party.

TRUST DEED

Dated: April 1, 1921
Filed: May 16, 1921
at 9:25 A. M.
Instrument No.: 83950
Recorded: Book 40 Mortgage
Record Page 130
Consideration: \$1.00

Grant, bargain, sell and convey land in Bannock County, Idaho:

Southwest quarter, West half of Southeast quarter, Lots three, four, nineteen and twenty of Section twenty-five; East half of Southeast quarter of Section twenty-six all in Township six South, Range thirty-eight East of Boise Meridian.

(Also certain other property not now under search)

Abstracter's Note: Above Trust Deed having been satisfied of record, same is only noted and not completely abstracted.

Merchants Trust Company, Saint Paul, (formerly known as Merchants Trust and Savings Bank), corporation of Minnesota, hereinafter called "Trustee"

to

Albert J. Knollin, sometimes called A. J. Knollin and Cora W. Knollin, his wife, and Knollin-Hansen Company, corporation of Idaho, and Knollin-Black Company, corporation of Idaho.

AGREEMENT

Dated: December 19, 1929
Filed: January 14, 1930
at 9:14 A. M.
Instrument No.: 148877
Recorded: Book 14 Releases
Page 556
Consideration: \$1.00

Recites:

That second parties have heretofore executed and delivered to first party, as Trustee, a certain mortgage or deed of trust, bearing date first day of April, 1921, for purpose of securing payment of \$150,000.00, face value of seven and a half per cent First Mortgage Bonds signed by Albert J. Knollin and Cora W. Knollin, which said mortgage or deed of trust was recorded in office of County Recorder in and for County of Butte, State of Idaho, on 14th day of May, 1921 at 12:15 o'clock P. M. in Book 7 of Mortgages, on Page 450, and recorded in office of County Recorder in and for County of Bannock, State of Idaho, on 16th day of May, 1921 at 9:25 A. M. in Book 40 of mortgages on page 130, and recorded in office of County Recorder in and for County of Caribou, State of Idaho, on 17th day of May, 1921 at 3:48 P. M. in Book 1 of Mortgages on Page 577; and

That, all of said bonds issued under said mortgage or deed of trust have been paid by second parties and whereas the name of the Trustee, subsequent of the making of said mortgage or deed of trust and prior to the date of this instrument was changed from its former name of Merchants Trust and Savings Bank to its present name of Merchants Trust Company, Saint Paul, by the amendment of its articles of incorporation in the manner provided by law.

Now, Therefore, in consideration of the premises and sum of \$1.00 by said second parties to said Trustee paid, receipt whereof is hereby acknowledged, said Trustee does hereby

(1) certify that all bonds issued under and secured by said mortgage or deed of trust have been paid.

(2) authorize the County Recorders in and for the Counties of Butte, Bannock and Caribou, State of Idaho, to discharge said mortgage or deed of trust and satisfy the same of record in said Counties.

Two Witnesses
(Corporate Seal)

Merchants Trust Company, Saint Paul
Trustee (formerly Merchants Trust
and Savings Bank)
By J. D. Armstrong, Vice President
By L. E. Dunn, Assistant Secretary.

Acknowledged: Ramsey County, Minnesota; December 30, 1929; Personally appeared J. D. Armstrong and L. E. Dunn, personally known, who being duly sworn, did depose and say that said J. D. Armstrong is Vice President and said L. E. Dunn is Assistant Secretary of Merchants Trust Company, Saint Paul (formerly known as Merchants Trust and Savings Bank) corporation named in and which executed foregoing instrument; that seal affixed to foregoing instrument is Corporate Seal of said corporation, and that said instrument was executed in behalf of said corporation by authority of its Board of Directors, and that said J. D. Armstrong and L. E. Dunn each acknowledged said instrument to be free act and deed of said corporation as Trustee under the mortgage or deed of trust therein referred to; Before E. W. Maurer, Notary Public, Ramsey County, Minn. (Notarial Seal) My Commission expires April 12, 1936.

Albert J. Knollin, sometimes called A. J. Knollin, and Cora W. Knollin, his wife, hereinafter called "Grantors", first parties, Knollin-Hansen Company, corporation under laws of Idaho, and Knollin-Black Company, corporation under laws of Idaho, hereinafter called "Corporations", second parties, and Merchants Trust and Savings Bank, corporation of Minnesota, hereinafter called "Mortgagee", third party.

MORTGAGE

Dated: April 1, 1921
Filed: May 16, 1921
at 9:26 A. M.
Instrument No.: 83951
Recorded: Book 40 Mortgage
Record Page 141
Consideration: \$11,200.00

Said Grantors and said Corporations do grant, bargain, sell and convey to said Mortgagee, its successors and assigns forever:

Southwest quarter, West half of Southeast quarter, Lots three, four, nineteen and twenty of Section twenty-five; East half of Southeast quarter of Section twenty-six, all in Township six South, Range thirty-eight East of Boise Meridian.

(Also certain other property not now under search)

And said Grantors and said Corporations do covenant with said Mortgagee, its successors and assigns as follows: That they are lawfully seized in fee simple of said premises. That they have good right to convey same; That same are free from all incumbrances, except prior mortgage or Deed of Trust of even date herewith between parties hereto for \$150,000, lien of which it is expressly agreed shall be paramount and superior to lien of this mortgage; and that they will warrant and defend title to same against all lawful claims.

Provided, nevertheless that if said Grantors, their heirs, executors or administrators shall pay to said Mortgagee, its successors or assigns sum of \$11,200.00 according to terms and conditions of certain promissory note executed and delivered by said Grantors and payable to said Mortgagee or its order in instalments as follows: \$2240.00 due April 1, 1922; \$2240.00 due April 1, 1923; \$2240.00 due April 1, 1924; \$2240.00 due April 1, 1924; \$2240.00 due April 1, 1925; \$2240.00 due April 1, 1926, of even date herewith and each payment bearing interest after maturity at rate of, seven and one half per centum per annum, payable at St Paul, Minnesota, and shall keep and perform all and singular covenants and agreements herein contained, then this Deed to be null and void, otherwise to remain in full force and effect.

Abstract No. 10900.

Two Witnesses

Albert J. Knollin (Seal)
Cora W. Knollin (Seal)

Four Witnesses

(Corporate Seal)

(Corporate Seal)

Knollin-Hansen Company
By Albert J. Knollin, President
Attest: James Hansen, Secretary.
Knollin-Black Company
By Albert J. Knollin, President
C. B. Black, Secretary

Acknowledged: Wyandotte County, Kansas; May 2, 1921; by Albert J. Knollin and Cora M. Knollin, his wife; before F. M. Carpenter, Notary Public in and for Wyandotte County, Kansas. Residing at Kansas City, Kansas. (Notarial Seal) My commission expires June 27, 1924.

Acknowledged: Caribou County, Idaho; May 11, 1921; Personally appeared James Hansen personally known to be Secretary of Knollin-Hansen Company, corporation of that name which is described in and which executed foregoing and annexed instrument and said James Hansen being duly sworn upon oath did depose and say that he is Secretary of said corporation and said James Hansen duly acknowledged that such corporation executed said instrument; Before S. E. Matthews, Notary Public, in and for Caribou County, Idaho. Residing at Soda Springs, Idaho. (Notarial Seal) My commission expires August 2, 1924.

Acknowledged: _____ County, Idaho; May 14, 1921; Personally appeared C. B. Black personally known to be Secretary of Knollin-Black Company, corporation of that name which is described in and which executed foregoing and annexed instrument and said C. B. Black being duly sworn upon oath did depose and say that he is Secretary of said corporation and said C. B. Black duly acknowledged that such corporation executed said instrument; Before Otto P. Hoebel, Notary Public, in and for Butte County, Idaho. Residing at Arco, Idaho. (Notarial Seal) My commission expires 12/23/24.

Wyandotte County, Kansas.

Albert J. Knollin being first duly sworn deposes and says that he is one of the Grantors and President of Corporations described in foregoing mortgage to Merchants Trust and Savings Bank as Mortgagee; that said mortgage conveys lands therein described situate in Idaho to secure payment of \$11,200.00; that said mortgage is made by Grantors and said Corporations to said Merchants Trust and Savings Bank as Mortgagee in good faith and to secure payment of amount therein named and without any design or intent to hinder, delay or defraud Creditors.

Albert J. Knollin

Subscribed and sworn to before me this May 2, 1921.

(Notarial Seal)

My commission expires
June 27, 1924.

F. M. Carpenter, Notary Public
in and for Wyandotte County,
Kansas, residing at Kansas City,
Kansas.

Ramsey County, Minnesota

J. D. Armstrong being first duly sworn deposes and says, that he is Vice President of Merchants Trust and Savings Bank, third party and mortgagee named in foregoing and annexed instrument and makes this Affidavit for and in its behalf; that said instrument conveys lands therein described situate in Idaho to secure payment of \$11,200.00; that said instrument is made by first and second parties to said Merchants Trust and Savings Bank as Mortgagee in good faith and to secure payment of amount therein named and without any design or intent to hinder, delay or defraud creditors.

J. D. Armstrong

Subscribed and sworn to before me this May 6, 1921.

(Notarial Seal)

My commission expires
November 4, 1921.

Isabel R. Cool, Notary Public
in and for Ramsey County,
Minnesota, residing at St. Paul,
Minnesota.

IN DISTRICT COURT OF FIFTH JUDICIAL DISTRICT OF IDAHO,
IN AND FOR BANNOCK COUNTY.

Merchants Trust & Savings
Bank, corporation, Plaintiff,

vs

Albert J. Knollin, Cora W.
Knollin, Knollin-Hansen
Company, corporation, Knollin-
Black Company, corporation,
First National Bank of Blackfoot,
Idaho, corporation, Columbia
Trust Company, corporation and
Arthur Curtis, Defendants.

NOTICE OF LIS PENDENS

Dated: No date shown
Filed: September 14, 1922
at 9:33 A. M.
Instrument No.: 94830
Recorded: Book 2 Pendency
of Action Record Page 237

Notice is hereby given, that action has been commenced in District Court of Fifth Judicial District of Idaho, in and for Bannock County, by above named plaintiff, against above named defendants, for foreclosure of mortgage made April 1, 1921, by Albert J. Knollin, Cora W. Knollin, Knollin-Hansen Company, corporation and Knollin-Black Company, corporation, to plaintiff herein, and recorded in office of County Recorder of Bannock County, Idaho, on May 16, 1921, in Book 40 of Mortgages, at Page 141 thereof, and recorded in office of County Recorder of Butte County on May 24, 1921, in Book 7 of Mortgages at Page 474 thereof, and recorded in office of County Recorder of Caribou County on May 31, 1921, in Book 1 of Mortgages on Page 597 thereof, and that premises thereby conveyed, described in said complaint and affected by this suit and situate in Bannock County, Idaho, are described as follows:

sw 1/4 160 w 1/2 SE 1/4 80 bt 3 = 33.5
Southwest quarter, West half of Southeast quarter, Lots three, four, nineteen and twenty of Section twenty-five; East half of Southeast quarter of Section twenty-six, all in Township six South, Range thirty-eight East of Boise Meridian.

(Also certain other property not now under search)

J. W. Edgerton,
Attorney for Plaintiff,
Residence and P.O. Address:
Pocatello, Idaho.

IN DISTRICT COURT OF FIFTH JUDICIAL DISTRICT OF STATE OF IDAHO,
IN AND FOR BANNOCK COUNTY.

Merchants Trust & Savings
Bank, a corporation, Plaintiff,

COMPLAINT

Filed: September 12, 1922
Reg. No. 5809

vs

Albert J. Knollin, Cora W.
Knollin, Knollin-Hansen Company,
a corporation, Knollin-Black
Company, a corporation, First
National Bank of Blackfoot,
Idaho, a corporation, Columbia
Trust Company, a corporation,
and Arthur Curtis, Defendants.

Plaintiff for a cause of action against the defendants complains
and alleges:

I.

That the plaintiff is now and during all the times herein mentioned
has been a corporation duly organized and existing under and by virtue of
the laws of Minnesota, having its principal place of business in St. Paul,
Ramsey County, thereof, and is now and during all times herein mentioned
has been doing business in the State of Idaho, having complied with all of
the requirements of the constitution and the statutes of the State of
Idaho, relative to foreign corporations doing business in said State.

II.

That the defendants Albert J. Knollin and Cora W. Knollin, are now
and during all the times herein mentioned, have been husband and wife;
That the defendants Knollin-Hansen Company, is a corporation organized
and existing under and by virtue of the laws of the State of Idaho, with
its principal place of business in Pocatello, Idaho; That the defendants
Knollin-Black Company, is a corporation organized and existing under and
by virtue of the laws of the State of Idaho, having its principal place
of business at Pocatello, Idaho; That the defendants the First National
Bank of Blackfoot, Idaho, is a corporation, organized and existing under
and by virtue of an act of Congress, known as the National Bank Act, with
its principal place of business in Blackfoot, Idaho. That the defendants
the Columbia Trust Company, is a corporation organized and existing under
and by virtue of the laws of the State of Utah, with its principal place
of business at Salt Lake City, Utah.

III.

That the above named defendants Albert J. Knollin and Cora W.

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Knollin, on the First day of April, 1921, for a valuable consideration, duly made, executed and delivered to the Plaintiff above named, their certain promissory note in writing bearing date of that day, which said promissory note is in the words and figures following, to-wit:-

Second Mortgage Note.

No. 1880½

\$11,200.00

April first, 1921.

For value received, we jointly and severally promise to pay to the order of Merchants Trust and Savings Bank, at its office in St. Paul, Minnesota, in gold coin of the United States of America of the present standard of weight and fineness with exchange on New York City, the sum of Eleven Thousand Two Hundred and no/100 Dollars in installments as follows: \$2,240.00 on April 1, 1922; \$2,240.00 on April 1, 1923; \$2,240.00 on April 1, 1924; \$2,240.00 on April 1, 1925; \$2,240.00 on April 1, 1926, with interest on each installment thereof after date and until paid at the rate of 7½ per cent per annum, payable semi-annually.

It is expressly agreed, that if any default is made in the payment of any of the above installments that all of the sums above specified, with all accrued interest, shall at the election of the holder hereof become at once due and payable without notice.

Albert J. Knollin
Cora W. Knollin.

IV.

That at the time of the execution and delivery of the said promissory note, internal revenue stamps of the United States in the amount required by law were affixed to said note, and were duly cancelled.

V.

That said defendants Albert J. Knollin and Cora W. Knollin; The Knollin-Hansen Company, a corporation; the Knollin-Black Company, a corporation, to secure the payment of said principal sum and the interest thereon, as mentioned in said promissory note, according to the tenor thereof, did on the said 1st day of April, 1921, make, execute and deliver to the plaintiff herein their certain real estate mortgage, bearing date April 1st, 1921, and conditioned for the payment of Eleven Thousand Two Hundred Dollars, with interest thereon at the time, at the rate and in the manner specified in said mortgage, and in said promissory note, and according to the conditions thereof; which said mortgage was acknowledged and certified to so as to entitle it to record, and that the same was thereafter, recorded in the Recorders Office of Bannock County, Butte County and Caribou County, as follows: In Bannock County on May 16th,

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1921, in Book 40 of Mortgages, on page 141 thereof, in Butte County on the 24th day of May, 1921, in Book 7 of Mortgages, at page 474 thereof, and in Caribou County, on May 31st, 1921, in Book 1 of Mortgages at page 597 thereof, and that ever since such recording, it has been and now is a valid subsisting mortgage lien upon the lands and premises covered thereby, and that a copy of said mortgage, with the endorsements thereon, is hereto attached, marked "Exhibit A" and by this specific reference herein incorporated and made a part of this complaint.

VI.

That said mortgage provides it is subject only to a prior mortgage or trust deed, hereinafter designated as first mortgage, of even date therewith, between the parties hereto, and further provides that if the said mortgagors failed to pay the taxes on the lands described in said mortgage before the same becomes delinquent, or fails to pay when due the principal and interest on the bonds secured by said first mortgage, or fails to pay when due, any of the installments on the promissory note first above mentioned, the whole of said mortgage shall become due and payable at once, and that the Plaintiff herein be then authorized to foreclose said mortgage.

VII.

That said mortgage provides that if the mortgagors fail to pay the taxes assessed and levied against said land before they become delinquent, or fail to pay when due the principal or interest on the bonds issued under and secured by said first mortgage, the mortgage, its successors or assigns may pay said taxes and defaulted installments on principal and interest on said bonds, and the sum of sums of money which may be so paid and all costs and expenses incurred in connection therewith, together with interest from the time of payment at the rate of 7½ per cent per annum, shall be deemed and are declared to be an additional lien upon the said premises, and a part of the debt secured by this mortgage.

VIII.

That the defendants failed and neglected to pay the 1921 taxes assessed and levied against the land and premises, described in said mortgage, and this plaintiff was obliged to pay, and did pay on the 1st day of September, 1922 to the tax collectors of Bannock, Butte, and Caribou Counties, Idaho, the said delinquent 1921 taxes, amounting to the sum of \$8,391.16, no part of which has been prepaid to this plaintiff, and that said sum, together with interest thereon at the rate of 7½ per cent per annum, from September 1st, is now due owing and unpaid from said defendants; That the said defendants failed and neglected to pay interest on the bonds issued under and secured by said first mortgage when same became due and payable, and the plaintiff was obliged to pay, and did pay the interest on said bonds as follows: \$3,661.96 on October 1, 1921, and \$5,625.00 on April 1, 1922, no part of which has been repaid, and the same is now due, owing and unpaid from the defendants to this plaintiff,

together with interest thereon at the rate of $7\frac{1}{2}$ per cent per annum from date of payment of the respective amounts; That the said defendants wholly failed and neglected to pay an installment of \$2,240.00, due on said promissory note on April 1st, 1922, and that the plaintiff herein by reason of defaults of said defendants, hereby exercises the privilege given to it by said mortgage, and does hereby declare the whole sum of principal and interest on said promissory note, and the whole sum paid by the plaintiff as taxes, assessed and levied against said land, and the whole sum of interest paid by plaintiff as interest on bonds secured by said first mortgage to be due and payable, and does hereby elect to foreclose said mortgage.

IX.

That the foreclosure of said mortgage it was necessary to have the abstract of title to said premises continued for which the plaintiff was obliged to pay, and has paid the sum of \$60.00, no part of which has been repaid to this plaintiff.

X.

That it is provided in said mortgage that the said mortgagors shall pay, in the event of foreclosure, and in addition to other costs the maximum sum permitted by law, as attorney's fee, for such foreclosure, and that the sum of \$2,950.00, is a minimum and reasonable sum, and the amount agreed upon between the plaintiff and its attorney.

XI.

That there is now due, owing and unpaid from the defendants to the plaintiff the sum of \$11,200.00, together with interest thereon at the rate of $7\frac{1}{2}$ per cent per annum from April 1st, 1921; for \$8,391.16, delinquent taxes together with interest at the rate of $7\frac{1}{2}$ per cent per annum from September 1, 1922; for for the sum of \$9,286.96, interest on bonds issued under and secured by said first mortgage, with interest at the rate of $7\frac{1}{2}$ per cent per annum; on \$3,661.96, of such amount from October 1st, 1921, and interest at the same rate on \$5,625.00, of said amount from April 1st, 1922; for \$60.00, abstract charges, and that said sums are all secured by the said mortgage.

XII.

That the defendants, The First National Bank of Blackfoot, Idaho, a corporation, The Columbia Trust Company, a corporation, and Arthur Curtis, have or claim to have some interest in or to said premises or some part thereof, adverse to this plaintiff, but that the interest if any of said defendants, and each of them, are subordinate and inferior to the lien of plaintiff's said mortgage.

XIII.

That the plaintiff is now the legal holder and owner of said note and other claims, and the said mortgage.

Wherefore Plaintiff demands judgment against the defendants as follows:

1. For personal judgment the defendants Albert J. Knollin and Cora W. Knollin; Knollin-Hansen Company, a corporation, Knollin-Black Company, a corporation, for the sum of \$11,200.00, with interest at the rate of 7½ per cent per annum from April 1st, 1921; for \$8,391.16, delinquent taxes with interest at the rate of 7½ per cent per annum from September 1, 1922; for the sum of \$9,286.96, interest on bonds issued under and secured by first mortgage, with interest on \$3,661.96 of said amount at the rate of 7½ per cent per annum from October 1st, 1921, and interest at the same rate upon \$5,625.00 of said amount from April 1st, 1922, for the sum of \$60.00, abstract charges; for the sum of \$2,950.00 Attorney's fees, for the costs of suit, and for such other and further relief as may be just and equitable.

2. That the usual decree may be made for the sale of said premises described in said mortgage, or so much thereof as may be necessary to satisfy plaintiff's demand, with attorney's fee, all costs and costs of sale by Sheriff of said Counties, according to law and practice of this court, that the proceeds of said sale may be applied to the payment of the amount due this plaintiff, and that said mortgage be adjudged and decreed to be a valid mortgage lien on said premises, against the lien or claims of any parties to this action, and that the defendants A. J. Knollin and Cora W. Knollin, Knollin-Hansen Company, a corporation and Knollin-Black Company, a corporation, and all persons claiming under them or any of them subject to the execution of said mortgage upon said premises with as purchasers, mortgagees, incumbrancers or otherwise may be barred of foreclosure of all right, claim or equity of redemption in said premises and every part thereof, and that this plaintiff have judgment and execution against the defendants A. J. Knollin, Cora W. Knollin, Knollin-Hansen Company, a corporation, and Knollin-Black Company, a corporation, for any deficiency, which may remain after applying all of the proceeds of sale of said premises, properly applicable to the satisfaction of said judgment.

3. That the plaintiff or any party to this action may become the purchaser at said sale. That the sheriff execute a deed to the purchaser, and that the purchaser be let into possession of said premises, and that the plaintiff have such other and further relief as may be just and equitable.

J. W. Edgerton,
Attorney for Plaintiff,
Residence and P.O. Address,
Pocatello, Idaho.

Bannock County, Idaho.

J. E. Edgerton, being first duly sworn deposes and says, he is the duly authorized and acting agent for the plaintiff corporation in the

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above entitled action; that he has read the foregoing complaint, knows the contents thereof, and that he believes the facts therein stated to be true.

J. E. Edgerton

Subscribed and sworn to before me this 12th day of September, 1922.

(Notarial Seal)

J. W. Edgerton,
Notary Public for Idaho,
Residing at Pocatello, Idaho.

(Attached is copy of Mortgage marked "Exhibit A")

AFFIDAVIT FOR ORDER FOR SERVICE OF SUMMONS OUTSIDE OF THE STATE, Filed September 20, 1922.

Bannock County, Idaho.

J. W. Edgerton, being first duly sworn deposes and says that he is attorney for plaintiff in the above entitled cause, that the Columbia Trust Company, a corporation, one of the defendants in said actions, is located in Salt Lake City, Salt Lake County, Utah, and that service of summons cannot be made upon it within this state, and prays that an order be made for the service of summons outside of this state.

J. W. Edgerton.

Subscribed and sworn to before me this 18th day of September, A.D., 1922.

(Notarial Seal)

J. E. Edgerton,
Notary Public, Residing at
Pocatello, Idaho.

ORDER FOR SERVICE OF SUMMONS OUTSIDE OF STATE, Filed September 20, 1922.

It satisfactorily appearing from the affidavit of J. W. Edgerton, attorney for plaintiff herein, that the defendant the Columbia Trust Company, a corporation, is located, and has its present place of business in Salt Lake City, Salt Lake County, Utah, and outside of the State of Idaho, and it further appearing from the verified complaint on file herein that a cause of action exists against the said defendants and that it is necessary and proper party to this action,

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It is therefore ordered, that personal service of summons in said cause may be made outside of this State, in lieu of publication hereof.

Witness my hand and the seal of said Court, this 19th day of September, A.D., 1922.

(District Court Seal)

R. C. Earley,
Clerk District Court,
By L. Spongberg, Deputy.

SUMMONS, Filed October 3, 1922.

The State of Idaho Sends Greetings to Albert J. Knollin, Cora W. Knollin, Knollin-Hansen Company, a corporation, Knollin-Black Company, a corporation, First National Bank of Blackfoot, Idaho, a corporation, Columbia Trust Company, a corporation and Arthur Curtis, the above named defendants.

You are hereby notified, that a complaint has been filed against you in the District Court of the Fifth Judicial District of the State of Idaho, in and for the County of Bannock, by the above named plaintiff, and you are hereby directed to appear and answer the said complaint within twenty days of the service of this Summons if served within said Judicial District, and within forty days if served elsewhere, and you are further notified that unless you so appear and answer said complaint within the time herein specified, the plaintiff will take judgment against you as prayed in said complaint.

Witness my hand and the seal of said District Court, this 12th day of September, 1922.

(District Court Seal)

R. C. Earley, Clerk,
By L. Spongberg, Deputy.

J. W. Edgerton,
Attorney for plaintiff,
Pocatello, Idaho.

Office of the Sheriff of the County of _____ State of Idaho.

I hereby certify that I have received the within summons on the 21st day of September, 1922 and on the 21st day of September, 1922 served the same on L. C. Collins, Cashier First National Bank of Blackfoot, Idaho, being the defendant named in said summons, by delivery to and leaving with said defendant personally, in the County of Bingham, State of Idaho, copy of said summons, and a true and correct copy of the complaint

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in the action of said summons, attached to said copy of summons.

Dated this 21st day of September, 1922.

A. H. Simmons, Sheriff,
By Jas. E. Burnett, Deputy
Sheriff.

Fees, \$1.20
Mileage, \$.20
Total, \$1.40

SHERIFF'S RETURN ON SUMMONS.

I hereby certify that I received the within summons on the 12th day of September, 1922 and on the 12th day of September, 1922, I personally served the same on A. J. Knollin, Knollin-Hansen Co., a corporation, and Knollin-Black Co., a corporation, being the defendants, named in the said summons, by delivering to A. J. Knollin, A. J. Knollin, as President of the Knollin-Hansen Co., a corporation and A. J. Knollin as President of the Knollin-Black Co., a corporation, the said defendants, personally in the County of Bannock, State of Idaho, a copy of said summons, and a true and correct copy of the complaint in the action of said summons, attached to the copy of said summons.

Dated this 12th day of September, 1922.

Geo. E. Mabey, Sheriff,
By F. R. Chesnut, Deputy Sheriff.

SHERIFF'S RETURN ON SUMMONS

I hereby certify that I received the within summons on the 25th day of September, 1922 and on the 27th day of September, 1922, I personally served the same on Arthur Curtis being the defendant, named in the said summons, by delivering to Arthur Curtis the said defendant, personally, in the County of Bannock, State of Idaho, a copy of said summons, and a true and correct copy of the complaint in the action of said summons, attached to the copy of said summons.

Dated this 27th day of September, 1922.

Geo. E. Mabey, Sheriff,
By Guy Nelson, Deputy Sheriff.

Fees \$1.00
Mileage .20
Return .20
Total \$1.40

Salt Lake County, Utah.

Frank M. Mathews being duly sworn on oath deposes and says that he is a citizen of the United States over the age of 21 years; a Deputy Sheriff of Salt Lake County, Utah, and not a party to nor interested in the within entitled action. That he received the within and hereto annexed Summons on the 19th day of September, 1922, and served the same upon the Columbia Trust Company, a corporation, the within named Defendant, by delivering to and leaving with R. W. Burton, Vice President and Cashier of said corporation, a true copy of said Summons together with a copy of the Complaint referred to in said Summons, in Salt Lake City, Utah, this 20th day of September, 1922.

Frank M. Mathews.

Subscribed and sworn to before me this 20th day of September, 1922.

(Notarial Seal)

Hazel T. Chase, Notary Public,
Residing in Salt Lake City, Utah.

DEMURRER, Filed October 5, 1922.

Come now the defendants Albert J. Knollin, Cora W. Knollin, Knollin-Hansen Company, a Corporation, and Knollin-Black Company, a Corporation, and demur to the complaint of the plaintiff herein upon the following grounds, to-wit:

I.

That the said complaint does not state facts sufficient to constitute a cause of action.

J. M. Stevens,
Attorney for defendants: Albert
J. Knollin, Cora W. Knollin,
Knollin-Hansen Company, a Corporation,
and Knollin-Black Company,
a Corporation.

ORDER, Filed October 25, 1922.

Upon good cause being shown, it is hereby ordered that the defendants Albert J. Knollin, Cora W. Knollin, Knollin-Hansen Company, a Corporation, and Knollin-Black Company, a Corporation, may have up to and including the first day of December within which to file and serve their answer instead of the 26th day of October, 1922, as heretofore fixed by order of the Court.

O. R. Baum,
District Judge.

CLERK'S DEFAULT, Filed December 2, 1922.

In this action the defendants, Albert J. Knollin, Cora W. Knollin, Knollin-Hansen Company, a corporation, Knollin-Black Company, a corporation, First National Bank of Blackfoot, Idaho, a corporation, Columbia Trust Company, a corporation, and Arthur Curtis, having been regularly served with process, and having failed to appear and answer the plaintiff's Complaint on file herein, and the time allowed by law for answering having expired, the default of said defendants, Albert J. Knollin, Cora W. Knollin, Knollin-Hansen Company, a corporation, Knollin-Black Company, a corporation, First National Bank of Blackfoot, Idaho, a corporation, Columbia Trust Company, a corporation, and Arthur Curtis, in the premises is hereby entered according to law.

Attest my hand and seal of said Court this 2nd day of November, 1922.

(District Court Seal)

R. G. Earley, Clerk,
By L. Sponberg, Deputy.

DECREE OF FORECLOSURE OF MORTGAGE, Filed December 20, 1922.

This cause came regularly on to be heard in open court this 20th day of December, 1922, J. W. Edgerton, Esq., appearing for plaintiff, and defendants failing to appear in person or by counsel, and the default of all the defendants having been duly entered.

The court, having heard all the evidence and proofs produced herein and duly considered the same, and being fully advised in the premises, and it appearing therefrom to the satisfaction of the court that there is now due the plaintiff from the defendants, Albert J. Knollin, for principal and interest upon the debt and mortgage mentioned and set forth in the complaint, the sum of \$51,146.76, which sum is to draw and bear interest at the rate of 7 per cent per annum, besides the sum of \$2950.00, allowed

by the court and adjudged a reasonable sum to be allowed as attorney's fees in this action, together with the costs hereof, taxed in the sum of \$19.70; that a notice of the pendency of this action in due form was filed in the office of the County Recorder of Bannock County on the 12th day of September, 1922; and that a notice of the pendency of this action in due form was filed in the office of the County Recorder of Caribou County on the 14th day of September, 1922, and that a notice of the pendency of this action in due form was filed in the office of the County Recorder of Butte County on the 14th day of September, 1922, and that all allegations of the plaintiff's said complaint are true, and findings of fact and conclusions of law having been duly waived:

Now, on motion of J. W. Edgerton, of counsel for plaintiff.--

It is adjudged and decreed that all and singular the mortgaged premises mentioned in the said complaint and hereinafter described, or so much thereof as may be sufficient to raise the amount due to the plaintiff for the principal and interest, and costs of this suit and expenses of sale, and which may be sold separately without material injury to the parties interested, be sold at public auction by the Sheriff of the County of Bannock, in the manner prescribed by law, and according to the course and practice of this court, and that the sheriff, after the time allowed by law for redemption has expired, execute a deed to the purchaser or purchasers of the mortgaged premises on the said sale.

That the said sheriff, out of the proceeds of said sale, retain his fees, disbursements and commissions on said sale and pay to the plaintiff out of said proceeds the sum of \$34,176.46, the amount so found due as aforesaid, including costs, together with interest thereon at the rate of 7 per cent per annum from date of this decree, or so much thereof as the said proceeds of sale will pay of the same.

That the defendant, Albert J. Knollin, and all persons claiming or to claim from or under him, and all persons having liens subsequent to said mortgage by judgment or decree upon the land and premises described in said mortgage, and their personal representatives, and all persons having any line or claim by or under such subsequent judgment or decree, and their heirs or personal representatives, and all persons claiming to have acquired any estate or interest in said premises subsequent to the filing of said notice of the pendency of this action with the Recorder, as aforesaid, be forever barred and foreclosed of and from all equity of redemption and claim of, in and to said mortgaged premises, and every part and parcel thereof, from and after the delivery of said sheriff's deed.

And it is further adjudged and decreed that the purchaser or purchasers of such mortgaged premises at such sale be let into possession thereof, and that any of the parties, to this action who may be in possession thereof and any person, who since the commencement of this action,

has come into possession under them or either of them, deliver possession thereof to such purchaser or purchasers, on production of the Sheriff's Deed for such premises or any part thereof.

And it is further adjudged and decreed that if the moneys arising from the said sale shall be insufficient to pay the amount so found due to the plaintiff, as above stated, with interest and costs and expenses of sale, as aforesaid, the sheriff shall specify the amount of such deficiency and balance due to the plaintiff in his return of said sale, and that on the coming in and filing of said return the clerk of this court docket a judgment for such balance against the defendant, Albert J. Knollin, and that the said defendant pay to the said plaintiff the amount of such deficiency and judgment with interest thereon at the rate of seven per cent per annum from the date of said last mentioned return and judgment, and that the plaintiff have execution therefor.

The lands and premises directed to be sold by this decree are situated, lying and being in the County of Bannock, Butte and Caribou, State of Idaho, and bounded and particularly described as follows, to-wit:

(A) All these tracts or parcels of land lying and being in the County of Bannock and State of Idaho, more particularly described as follows, to-wit:-

(A) All those tracts or parcels of land lying and being in the County of Bannock and State of Idaho, more particularly described as follows, to-wit:- Southwest quarter; West half of Southeast quarter; Lots three, four, nineteen and twenty of Section twenty-five; East half of Southeast quarter of Section twenty-six, all in Township six South, Range thirty-eight East of Boise Meridian.

(Also, certain other property not now under search)

(Also, other real estate not located in Bannock County, Idaho).

Also all water, water rights, dams, ditches, aqueducts, reservoirs, laterals, appropriations and appurtenances upon, leading to, connected with, appertaining or belonging to, or had and enjoyed in connection with the premises described in the preceding paragraphs, or any part thereof, whether represented by actual individual ownership of the said Grantors and Corporations, or either of them, by contracts or by shares in any ditch or any company owning, controlling or furnishing water for irrigation purposes to said premises, or for use in connection therewith as well as any and all such water,

water rights, dams, ditches, aqueducts, reservoirs, laterals, appropriations and franchises as may be hereafter acquired by said Grantors or said Corporations for said purposes.

Done in open court this 20th day of December, 1922.

O. R. Baum,
District Judge.

ORDER OF SALE ON FORECLOSURE OF MORTGAGE (Attached to Sheriff's Return)

The people of the State of Idaho to the Sheriff of the County of Bannock, Greeting:

Whereas, on the 20th day of December, 1922, Merchants Trust and Savings Bank, a corporation, the above named plaintiff, recovered a judgment and decree in the District Court of the County of Bannock, State aforesaid, against Albert J. Knollin, Cora W. Knollin, Knollin-Hansen Company, a corporation, Knollin-Black Company, a corporation, First National Bank of Blackfoot, Idaho, a corporation, Columbia Trust Company, a corporation, and Arthur Curtis, the defendants, in an action wherein the said Merchants Trust and Savings Bank was plaintiff and the said Albert J. Knollin, and Cora W. Knollin, Knollin-Hansen Company, a corporation, Knollin-Black Company, a corporation, First National Bank of Blackfoot, Idaho, a corporation, Columbia Trust Company, a corporation, and Arthur Curtis defendants, which said judgment and decree was on the 20th day of December, 1922, recorded in judgment Book 6 of said court at page ___, and the roll filed, and judgment and decree docketed in the clerk's office thereof, and in and by which said judgment and decree it is ordered, adjudged and decreed that the lands and premises mentioned and described in the said judgment and decree be sold at public auction, as in said judgment and decree particularly set out.

Now, therefore you, the said sheriff, are hereby commanded and required to proceed to give notice for sale, and to sell the premises described in said judgment and decree, a copy of which is hereto annexed and made a part hereof, and apply the proceeds of said sale as in said judgment and decree directed, and to make and file your report of such sale with the clerk of this court within sixty days from the date of your receipt hereof, and to do all things according to the terms and requirements of said judgment and decree and the provisions of the statute in such case made and provided.

Witness my hand this 26th day of February, 1923.

(District Court Seal)

R. C. Earley,
Clerk District Court,
By L. Spongberg, Deputy.

(Here follows Decree of Foreclosure of Mortgage as above stated).

PROOF OF PUBLICATION, Filed April 5, 1923.

Marie V. Holmes being first duly sworn, deposes and says that she is the principal clerk of the Tribune Co., Ltd., publisher of the Pocatello Tribune, a newspaper, published daily except Sunday at Pocatello, Bannock County, Idaho and the Pocatello Tribune, a weekly newspaper, published at Pocatello, Bannock County in the State of Idaho. That the publication, a true copy of which is hereto attached, was published in the weekly edition for four consecutive issues, first publication having been made on the 4th day of March, 1923 and the last publication having been made on the 25th day of March, 1923 and _____ days have intervened between the first and the last publication of said publication attached hereto.

That said paper has been continuously and uninterruptedly published in said county during a period of seventy-eight consecutive weeks prior to the first publication of said notice or advertisement, and is a newspaper within the meaning of the laws of Idaho.

Marie V. Holmes

Subscribed and sworn to before me this 27th day of March, 1923.

(Notarial Seal)

Lorenzo D. Brown, Notary Public,
Residence: Pocatello, Idaho.

(Attached to said Proof of Publication is printed copy of Notice of Sheriff's Sale).

Under and by virtue of an Order of Sale and Decree of Foreclosure, issued out of the District Court of the Fifth Judicial District of the State of Idaho, in and for Bannock County, dated the 20th day of December, 1922, in the above entitled action, wherein Merchants Trust and Savings Bank, a corporation, plaintiff, obtained a decree against Albert J. Knollin, Cora W. Knollin, Knollin-Hansen Company, a corporation, Knollin-Black Company, a corporation, First National Bank of Blackfoot, Idaho, a corporation, Columbia Trust Company, a corporation and Arthur Curtis, Defendants, on the 20th day of December, 1922, which said decree was on the said 20th day of December, 1922 recorded in Judgment Book 6 of said District Court at page 150. I am commanded to sell all that certain lot, piece or parcel of land situated in the Counties of Bannock, Butte and Caribou, State of Idaho, and bounded and described as follows, to-wit:

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(A) All those tracts or parcels of land lying and being in the County of Bannock and State of Idaho, more particularly described as follows, to-wit:

Southwest quarter; West half of Southeast quarter; Lots three, four, nineteen and twenty of Section twenty-five; East half of Southeast quarter of Section twenty-six, all in Township six South, Range thirty-eight, East of Boise Meridian.

(Also, certain other property not now under search)

(Also, certain other property not in Bannock County, Idaho).

Also all water, water rights, dams, ditches, aqueducts, reservoirs, laterals, appropriations and appurtenances upon, leading to, connected with, appertaining or belonging to, or had and enjoyed in connection with the premises described in the preceding paragraphs, or any part thereof, whether represented by actual individual ownership of the said Grantors and corporations, or either of them, by contracts or by shares in any ditch or any company owning, controlling or furnishing water for irrigation purposes to said premises, or for use in connection therewith as well as any and all such water, water rights, dams, ditches, aqueducts, reservoirs, laterals, appropriations and franchises as may be hereafter acquired by said Grantors or said Corporations for said purposes.

Public Notice is hereby given that on the 27th day of March, 1923 at the hour of 10 o'clock A.M. (Mountain Time) of said day, at the front door of the Court House of the County of Bannock, State of Idaho, I will, in obedience to said Order of Sale and Decree of Foreclosure, sell the above described property to satisfy plaintiff's decree with interest thereon, together with all costs that have accrued or may accrue, to the highest bidder for cash, lawful money of the United States.

Dated this 26th day of February, 1923.

H. W. Henderson, Sheriff,
By R. A. Palmer, Deputy.

SHERIFF'S RETURN OF SALE, Filed March 29, 1923.

I, H. W. Henderson, Sheriff of the County of Bannock do hereby certify that by virtue and in pursuance of the annexed order of sale and decree of foreclosure of sale, I advertised the property described as follows, to-wit:

All those tracts or parcels of land lying and being in the County of Bannock and State of Idaho, more particularly described as follows to-wit:

Southwest quarter; West half of Southeast quarter; Lots three, four, nineteen and twenty of Section twenty-five; East half of Southeast quarter of Section twenty-six, all in Township six South, Range thirty-eight, East of Boise Meridian.

(Also, certain other property not now under search)

Also, certain other property not in Bannock County, Idaho)

Also all water, water rights, dams, ditches, aqueducts, reservoirs, laterals, appropriations and appurtenances upon, leading to, connected with, appertaining or belonging to, or had and enjoyed in connection with the premises described in the preceding paragraphs or any part thereof, whether represented by actual individual ownership of the said Grantors and Corporations, or either of them, by contracts or by shares in any ditch or other company owning, controlling or furnishing water for irrigation purposes to said premises, or for use in connection therewith, as well as any and all such water, water rights, dams, ditches, aqueducts, reservoirs, laterals, appropriations and franchises as may be hereafter acquired by said Grantors or said Corporations for said purposes,

to be sold by me in front of the court house door in the City of Pocatello, County of Bannock, on the 27th day of March, 1923, at 10:00 o'clock A.M.; that previous to said sale I posted written notices particularly describing the property, for 20 days in three public places of the precinct where the property is situated, in Bannock, Caribou and Butte Counties, and also where the property was to be sold, and also caused due and legal notices thereof to be published once a week for the same period preceding said sale in the Pocatello Tribune, a daily newspaper published in the County of Bannock, and that on the 27th day of March, 1923 the day on which said

premises were so advertised to be sold as aforesaid, I attended at the time and place fixed for said sale and exposed the said property for sale in 59 parcels at public auction according to law to the highest bidder for cash, and the Merchants Trust and Savings Bank a corporation, the plaintiff in said foreclosure proceeding being the highest bidder therefor, the said premises were struck off by me to said Merchants Trust and Savings Bank, for the various sums of money hereinafter set forth, and that said sums include the proportionate amount of interest on judgment from date of entry to date of sale and a proportionate amount of costs and accruing costs; that the legal description of the 59 parcels with the purchase price are as follows, to-wit:

ALL IN BANNOCK COUNTY.

(Certain property not now under search) and

Topons Ranch.

W. $\frac{1}{2}$ of S.E. $\frac{1}{4}$, E. $\frac{1}{2}$ of S.W. $\frac{1}{4}$, Sec. 25, Twp. 6 S., R. 38 E.B.M.	160.00	616.80
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Topons Ranch No. 2.

W. $\frac{1}{2}$ of S.W. $\frac{1}{4}$, Sec. 25; E. $\frac{1}{2}$ of S.E. $\frac{1}{4}$, Sec. 26, Twp. 6 S., R. 38 E.B.M.	160.00	657.92
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Said sale was made subject to a trust deed to the above described lands to secure the payment of \$150,000.00.

That I delivered to said purchaser a certificate of sale, and filed a duplicate thereof in the office of the County Recorder of Bannock, Caribou and Butte Counties.

And I further certify that the Merchants Trust and Savings Bank the purchaser paid the sum of \$314.10 my fees, commission and expenses the receipt of which is hereby acknowledged; that the purchase of said property having been made by the plaintiff in the action of foreclosure, the judgment is fully satisfied.

Dated, the 29th day of March, 1923.

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H. W. Henderson,
Sheriff in and for Bannock
County, Idaho,
By R. A. Palmer, Deputy.

H. W. Henderson, Sheriff
in and for Bannock County, Idaho

SHERIFF'S CERTIFICATE

Dated: March 29, 1923
Filed: March 29, 1923
at 4:30 P. M.
Instrument No.: 99070
Recorded: Book 2 Certificate
of Sale Page 240

Under and by virtue of decree of foreclosure, rendered in and by District Court of Fifth Judicial District of State of Idaho, in and for Bannock County, in action wherein Merchants Trust and Savings Bank, corporation, is plaintiff, vs Albert J. Knollin, Cora W. Knollin, Knollin-Hansen Company, Knollin-Black Company, corporation, First National Bank of Blackfoot, Idaho, corporation, Columbia Trust Company, corporation and Arthur Curtis, were defendants, on December 20, 1922, and entered on December 20, 1922, and under authority of order of sale thereon duly issued out of said Court reciting material parts of said decree, copy of which was attached to said order of sale attested on February 26, 1923, and to me as such Sheriff duly directed and delivered, whereby I was commanded to execute said decree by making sale of Real Estate in said decree and hereinafter particularly described according to law, and to apply proceeds of said sale in conformity with said decree toward satisfaction of said decree amounting to sum of \$3,4176.46, lawful money of United States, with interest and costs of sale, I duly levied on, and on March 27, 1923 at 10:00 o'clock A.M. (Mountain Time) of said day, at front door of County Court House in City of Pocatello, County of Bannock, State of Idaho, I duly sold at public auction in 59 parcels or lots, according to law and after due and legal notice, said Real Estate in said decree and hereinafter described (subject to Trust Deed to secure payment of \$150,000.00) to Merchants Trust and Savings Bank, corporation, said judgment creditor, who made highest and best bid therefor at such sale for sum of \$35,136.17, being amount due on said day on said judgment including costs of sale, which was whole sum paid by it for real estate in said decree described by parcels with amounts paid therefor as follows:

(Certain lands not in Bannock County, Idaho)

All in Bannock County, Idaho.

(Certain property not now under search) and

Topons Ranch.

W. $\frac{1}{2}$ of S.E. $\frac{1}{4}$
E. $\frac{1}{2}$ of S.W. $\frac{1}{4}$, Sec. 25, Twp. 6 S., R. 38 E.B.M. 160.00 616.80

Abstract No. 10900.

Topons Ranch No. 2.

W. $\frac{1}{2}$ of S.W. $\frac{1}{4}$, Sec. 25

E. $\frac{1}{2}$ of S.E. $\frac{1}{4}$, Sec. 26, Twp. 6 S., R. 38 E.B.M. 160.00 657.92

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

That said real estate is subject to redemption in one year pursuant to statute in such case made and provided.

H. W. Henderson, Sheriff in and
for Bannock County, Idaho.
By R. A. Palmer, Deputy.

H. W. Henderson, Sheriff of
Bannock County, State of
Idaho,

to

Merchants Trust and Savings
Bank, corporation.

SHERIFF'S DEED

Dated: October 1, 1924
Filed: October 3, 1924
at 2:45 P. M.
Instrument No.: 111112
Recorded: Book 50 Deed
Record Page 567
Consideration: \$35,136.17

Recites:

That, Judgment and Decree of Foreclosure and Sale was rendered and entered in District Court of Fifth Judicial District of State of Idaho, in and for County of Bannock, on December 20, 1924, in an action then pending in said court in favor of Merchants Trust and Savings Bank, corporation, as plaintiff and against Albert J. Knollin, Cora W. Knollin, Knollin-Hansen Company, corporation, Knollin-Black Company, corporation, First National Bank of Blackfoot, Idaho, corporation, Columbia Trust Company, corporation and Arthur Curtis, Defendants, and an Order of Sale issued out of and under seal of said District Court reciting material parts of said Judgment and Decree, duly attested on February 26, 1923, and to Sheriff of Bannock County, State of Idaho, directed, and to H. W. Henderson, as such Sheriff, delivered on February 26, 1923, for execution, commanding and requiring him as such Sheriff to proceed to notice for sale and sell premises in said writ mentioned and described in said Decree as follows:

(A) All those tracts or parcels of land situate, lying and being in County of Bannock and State of Idaho, more particularly described as follows:

Southwest quarter, West half of Southeast quarter, Lots three, four, nineteen, twenty of Section twenty-five; East half of Southeast quarter of Section twenty-six, all in Township six South, Range thirty-eight East Boise Meridian.

(Also, certain other property not now under search)

(B) Certain property not in Bannock County, Idaho.

(C) Certain property not in Bannock County, Idaho.

(D) All water, water rights, dams, ditches, aqueducts, reservoirs, laterals, appropriations and appurtenances upon, leading to, connected with, appertaining or belonging to, or had and enjoyed in connection with premises described in preceding paragraphs A, B and C, or any part thereof, whether represented by actual individual ownership of said Grantors and Corporations, or either of them, by contracts or by shares in any ditch or other Company owning, controlling or furnishing water for irrigation

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purposes to said premises, or for use in connection therewith as well as any and all such water, water rights, dams, ditches, aqueducts, reservoirs, laterals, appropriations and franchises as may be hereafter acquired by said Grantors or said Corporations for said purposes,

in manner prescribed by law and to apply proceeds of such sale to satisfaction of said Judgment with interest thereon and costs, together with Sheriff's fees and to execute usual certificate and Deed to purchaser or purchasers; and

That, in compliance with said writ, that on March 27, 1923, between hours of 9 o'clock in morning and 5 o'clock in afternoon, to-wit, at hour of 10:00 o'clock in forenoon of that day in front of front door of County Court House in Bannock County, Idaho, and after due and legal notice having been given in said behalf as by Statutes of Idaho in such case, made and provided, H. W. Henderson, Sheriff, duly sold, at public auction all and singular premises above described and in said writ mentioned and described and by said Decree directed to be sold to Merchants Trust and Savings Bank, corporation, who was highest bidder therefor in sum of \$35,136.17.

And whereupon, said purchaser paid to said Sheriff said sum of \$35,136.17, so bidden by Merchants Trust and Savings Bank, corporation, and thereupon H. W. Henderson as such Sheriff made and issued such Certificate of sale as by law directed in duplicate and delivered one to said purchaser and filed other in office of Recorder for said Bannock, Butte and Caribou Counties for record; and

That, period of one year has expired since date of said sale and no Redemption of or for said premises has been made.

In order to carry into effect sale so made by H. W. Henderson, as aforesaid, in pursuance of said writ and in conformity to Statutes in such case made and provided, doth grant, bargain, sell and convey all and singular above described lands and premises.

\$35.50 I.R.S. attached and cancelled.

H. W. Henderson,
Sheriff of Bannock
County, State of Idaho.

Acknowledged: Bannock County, Idaho; October 2, 1924; Personally appeared H. W. Henderson, Sheriff of County of Bannock, State of Idaho, known to be same person whose name is subscribed to foregoing instrument and acknowledged that he as such Sheriff aforesaid executed same; Before R. C. Earley, Clerk. By L. Sponberg, Deputy. (District Court Seal)

Merchants Trust and Savings
Bank

ARTICLES OF INCORPORATION

Dated: May 5, 1915
Filed: July 3, 1919
at 11:40 A. M.
Instrument No.: 70092

For the purpose of becoming incorporated for transacting business as a trust company in accordance with the provisions of Chapter 58 of the Revised Laws of Minnesota for the year 1905 and the several acts amendatory thereof and supplemental thereto, we, the undersigned, do hereby associate ourselves as a body corporate and do hereby adopt the following Articles of Incorporation:

Name: Merchants Trust and Savings Bank,

Purposes: The general nature of the business of the Corporation is to conduct and carry on the business of a trust company and to transact all business which trust companies are authorized and empowered to transact in and by the provisions of Chapter 58 of the Revised Laws of Minnesota for the year 1905 and the several acts amendatory thereof and supplemental thereto.

Principal Place of Business: City of Saint Paul in the County of Ramsey and State of Minnesota.

Term to exist: Thirty years.

Number of Directors: Not less than five nor more than thirty-five.

Capital Stock \$500,000.00 divided into 5000 shares of \$100.00 each.

George H. Prince
Donald S. Culver
Frank Schlick
R. C. Lilly
Jacob Dittenhofer

Acknowledged: Ramsey County, Minnesota; May 5, 1915; by George H. Prince, Donald S. Culver, Frank Schlick, R. C. Lilly and Jacob Dittenhofer; before M. R. Knauff, Notary Public, Ramsey County, Minnesota. (Notarial Seal) My commission expires Feb. 15, 1920.

Attached is the Certificate of Julius A. Schmah, Secretary of State

of the State of Minnesota that the foregoing is a true and correct transcript of the Articles of Incorporation of Merchants Trust and Savings Bank as recorded in Book A-4 of Incorporations, on page 200.

Merchants Trust and Savings
Bank

to

Merchants Trust Company,
Saint Paul.

AMENDMENT TO ARTICLES OF
INCORPORATION OF MERCHANTS
TRUST AND SAVINGS BANK

Dated: June 25, 1925
Filed: October 11, 1926
at 4:48 P. M.
Instrument No.: 126729

We, George H. Prince and George M. Brack, do hereby certify that George H. Prince is President and George M. Brack is Secretary of Merchants Trust and Savings Bank, a corporation organized and existing under laws of State of Minnesota, and make this certificate for and in its behalf; that at a special meeting of stockholders of said corporation, duly called and held for that expressly stated purpose at Saint Paul, Minnesota on June 23rd, 1925 at 10:30 A.M., the following resolution was offered and duly adopted by the vote of more than a majority of all the shares of capital stock of said corporation, to-wit:

"Resolved: that Article I of the Articles of Incorporation of this bank be and the same is hereby amended so as to read as follows:

The name of the corporation hereby formed and organized is Merchants Trust Company, Saint Paul.

The general nature of the business of the corporation is to conduct and carry on the business of a trust company and to transact all business which companies are authorized and empowered to transact in and by the provisions of Chapter 58 of the Revised Laws of Minnesota for the year 1905 and the several acts amendatory thereof and supplemental thereto.

The principal place of transaction of the business of the corporation shall be the City of Saint Paul in the County of Ramsey and State of Minnesota. Further

"Resolved, That President and Secretary of this corporation are hereby authorized and directed, for and in behalf of corporation, in its name and under its corporate seal, to execute such certificate as may be necessary, and to take such other action as may be desirable to carry out the intent and purpose hereof and make such change in corporate name effective."

That the said resolution, as above set forth, is a true, correct and complete copy of said resolution so adopted, as shown by the minute-book of said corporation; that there were present or represented at such meeting, either in person or by proxy, four thousand nine hundred eighty shares of the five thousand shares of the capital stock of said corporation then issued and outstanding, and that said resolution was duly adopted by the unanimous vote of all stockholders and all shares of said

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capital stock of said corporation so present and represented at said meeting.

Two Witnesses

George H. Prince, President
George M. Brack, Secretary.

(Corporate Seal)

Acknowledged: Ramsey County, Minnesota; June 23, 1925; Personally appeared George H. Prince and George M. Brack, personally known, who being duly sworn, did say that said George H. Prince is President and said George M. Brack is Secretary of Merchants Trust and Savings Bank, corporation named in and which executed foregoing instrument; that seal affixed to said instrument is corporate seal of said corporation, and that said instrument was executed in behalf of said corporation by authority of its Board of Directors; and said George H. Prince and George M. Brack each acknowledged said instrument to be free act and deed of said corporation; before Marie E. Neilson, Notary Public, Ramsey County, Minn. (Notarial Seal) My commission expires Aug. 4, 1926.

Attached is Certificate of A. J. Veigel, Superintendent of Bank, of State of Minnesota that the foregoing amendment to Certificate of Incorporation, changing name of said corporation from the Merchants Trust and Savings Bank to Merchants Trust Company, Saint Paul, was approved by him.

Attached is Certificate of Mike Holm, Secretary of State of the State of Minnesota, under seal on October 8th, 1926 that the annexed is a true and correct transcript of Amendment to Articles of Incorporation of Merchants Trust and Savings Bank, as recorded in Book S-4 of Incorporations on page 295.

State of Minnesota, Department of State.

Mike Holm, Secretary of
State of Minnesota.

CERTIFICATE

Dated: June 18, 1927
Filed: February 8, 1929
at 5:14 P. M.
Instrument No.: 142821
Recorded: Book 7 Miscel-
laneous Record Page 499

Hereby certify that Merchants Trust and Savings Bank, a corporation organized under laws of this State, did on June 23, 1925, file for record in this office an Amendment to its Articles of Incorporation, changing its corporate name to Merchants Trust Company, Saint Paul, and have complied with the statutes of this State in such case made and provided as appears from the Certificate of Amendment and the affidavit of publication filed in this office.

(Seal of Secretary of State)

Mike Holm, Secretary of State.

Abstract No. 10900.

United States of America, State of Minnesota, Department of State.

CERTIFICATE

Filed: December 9, 1930
at 3:40 P. M.
Instrument No.: 154134
Recorded: Book 8 Miscel-
laneous Record Page 268

I, Mike Holm, Secretary of State of the State of Minnesota, keeper of the Great Seal of said State, and custodian of the documents pertaining to the formation of corporations under the laws of said state, do hereby certify:

That "Northwestern Trust Company" and "Merchants Trust Company, Saint Paul", both being Minnesota corporations, created, organized and existing under and by virtue of and in full and complete compliance with the laws of said state, did on November 5, 1930, file with this department Articles of Consolidation under the new corporate name of "First Trust Company of Saint Paul";

That said authority is now in force and has not been cancelled or revoked, and that said corporation is engaged in, or is authorized to engage in active business as a corporation of the State of Minnesota upon the date hereof.

In Witness Whereof, I have hereunto set my hand and caused the Great Seal of the State of Minnesota to be hereunto affixed this 21st day of November, 1930.

(The Great Seal of
The State of Minnesota)

Mike Holm,
Secretary of State

United States of America

PATENT

to

First Trust Company of
Saint Paul.

Dated: December 28, 1932
Filed: January 16, 1933
at 10:20 A. M.
Instrument No.: 164934
Recorded: Book 68 Deed
Record Page 322

Recites:

That Patent based on Blackfoot commuted homestead entry No. 146476, formerly Blackfoot cash certificate No. 2834, issued September 14, 1907, to William H. Gill, for

Lots three and four, Southwest quarter of Southeast quarter, and Southeast quarter of Southwest quarter of Section twenty-five in Township six South of Range thirty-eight East of Boise Meridian, Idaho, containing one hundred forty-seven acres and thirty-one hundredths of an acre,

and

That, it appears that the First Trust Company of Saint Paul, St. Paul Minnesota, transferee, is entitled to a supplemental patent for

Lots nineteen and twenty of Section twenty-five in Township six South of Range thirty-eight East of Boise Meridian, Idaho, containing thirteen acres and twenty-one hundredths of an acre, according to Official Plat of Survey of said land, on file in General Land Office.

Now Know Ye, That there is, therefore, granted by the United States of America unto the said First Trust Company of Saint Paul, the tract of land last above described.

To Have And To Hold the said tract of land, with the appurtenances thereof, unto the said First Trust Company of Saint Paul and to its successors and assigns forever, subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by local customs, laws and decisions of courts, and there is reserved from lands hereby granted, a Right of Way thereon for ditches or canals constructed by authority of United States.

(United States General
Land Office Seal)

Recorded: Patent Number
1060477

By President: Herbert Hoover
By Leafie E. Dietz, Secretary.

R. S. Clinton, Acting Recorder of
General Land Office.

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State of Idaho, Department of Reclamation.

CERTIFICATE OF WATER RIGHT
TRANSFERRED RIGHT No. 525.

Dated: December 12, 1933
Filed: December 15, 1933
at 3:14 P. M.
Instrument No.: 168789
Recorded: Book 8 Miscel-
laneous Record Page 608

This Is To Certify, That First Trust Company of St. Paul, Minn. a corporation, is owner of, and using certain water rights bearing dates of priority as follows:

24.00 inches,	July 1, 1882	29-121	
36.00 inches,	June 17, 1902	29-122	
55.24 inches,	July 1, 1903	29-123	6.06 cfs.
134.10 inches,	July 1, 1908	29-124	
54.00 inches,	June 1, 1910	29-125	

totalling 303.34 inches of the waters of the North Fork of Toponce Creek, a tributary of Portneuf River, County of Bannock, State of Idaho, obtained by virtue of a decree issued to A. J. Knollin, and known as Right No. 92, issued by the Honorable O. R. Baum, Judge of District Court of Fifth Judicial District of State of Idaho, in and for County of Bannock, in the case of Union Grain & Elevator Co., vs McCammon Ditch Co. et al, said decree bearing date of June 29, 1921, for purpose of irrigating following described lands, situate, lying and being in Water District No. 17, in County of Bannock, State of Idaho, to-wit:

5 Acres in Northeast quarter of Southwest quarter, 10 acres in Northwest quarter of Southeast quarter, 5 acres in Lot three, 2 acres in Southeast quarter of Southwest quarter, 30 acres in Southwest quarter of Southeast quarter, 38 acres in Lot four, all in Section twenty-five, Township six South of Range thirty-eight East of Boise Meridian. (33.4 acres in Lot one, 33.4 acres in Lot two, Section thirty-six, Township six South of Range thirty-eight, East of Boise Meridian. 40.0 acres in Lot two, 55.44 acres in North half of Northwest quarter, Section thirty-one, Township six South of Range thirty-nine East of Boise Meridian.

That said decree has been entered in records of Department of Reclamation of State of Idaho, in Book 4 of Decrees at page 292.

That the said First Trust Company of St. Paul has become owner of said Water Right through foreclosure of mortgage.

BANNOCK TITLE-ABSTRACT COMPANY
PAGE NUMBER

Abstract No. 10900.

That, now, upon application of First Trust Company of St. Paul for transfer of 140.76 inches of said water rights made before the Commissioner of Reclamation of State of Idaho, and the said application having been granted, the right to the use of the following water rights to-wit:

24.00 inches, July 1, 1882
36.00 inches, June 17, 1902
30.00 inches, July 1, 1903
50.76 inches, June 1, 1910

totalling 140.76 inches of the waters of the North Fork of Toponce Creek, a tributary of Portneuf River, upon lands above described, is hereby ABANDONED, and the lands to be irrigated under such rights, and to which the water rights hereby confirmed shall become appurtenant, by this certificate, for irrigation and domestic purposes, is described as follows:

Lots nineteen and twenty, Southwest quarter, West half of Southeast quarter of Section twenty-five, East half of Southeast quarter of Section twenty-six, all in Township six South of Range thirty-eight East of Boise Meridian, situate, lying and being in Bannock County, Idaho,

L19, L20
SW
W 1/2 SE Sec 25
E 1/2 SE Sec 26

said water to be limited at any given time to an amount actually needed and beneficially used for such purposes and shall not exceed the following amount, to-wit:

24.00 inches, as of July 1, 1882,
36.00 inches, as of June 17, 1902,
30.00 inches, as of July 1, 1903,
50.76 inches, as of June 1, 1910

and that remaining portion of the aforesaid Right No. 92 to-wit

25.24 inches, July 1, 1903
134.10 inches, July 1, 1908
3.24 inches, June 1, 1910

totalling 162.58 inches of waters of North Fork of Toponce Creek, tributary to Portneuf River, shall be appurtenant to ONLY that portion of the lands to which it was, by the aforementioned decree, made appurtenant, described as follows, to-wit:

Lots three and four of Section twenty-five; Lots one and two of Section thirty-six, Township six South of Range thirty-eight East of Boise Meridian, and Lot two and North half of Northwest quarter of Section thirty-one, Township six South of Range thirty-nine East of Boise Meridian.

65 38E L3+L4 Sec 25
L1, L2 Sec 36

L2, N 1/2 NW Sec 31
65.39E

Abstract No. 10900.

That all of the above water, i-e Right No. 92 has heretofore been diverted from said North Fork of Toponce Creek at a point in

POD: NENW See 35
Northeast quarter of Northwest quarter of Section thirty-five, 65, 38E
Township six South of Range thirty-eight East of Boise Meridian,

through a ditch known as Knollin Ditch, and that no change shall be made in this point of diversion due to this transfer, but that total amount of water shall still be diverted at the same point and through the said Knollin Ditch. That the right to the use of the water aforesaid, hereby confirmed, is restricted to the lands or place of use described herein, as provided by laws of State of Idaho.

In Witness Whereof, I have hereunto set my hand and caused Seal of Department of Reclamation to be hereunto affixed at Boise, Idaho, this 12th day of December, 1933.

(Commissioner's Seal
of Department of
Reclamation)

R. W. Faris, Commissioner of
Reclamation

Abstract No. 10900.

Merchants Trust Company,
Saint Paul (formerly Merchants
Trust and Savings Bank),

to

L. G. Call.

AGREEMENT FOR DEED

Dated: May 14, 1928
Filed: June 21, 1930
at 12:50 P. M.
Instrument No.: 151842
Recorded: Book 9 Agreement
Book Page 341

Said first party, in consideration of covenants and agreements on part of said second party, hereinafter contained, agrees to sell and convey unto said second party, and second party agrees to buy land in Bannock County, Idaho:

Lots nineteen and twenty and Southwest quarter, West half of Southeast quarter and Lots three and four, Section twenty-five, Township six South, Range thirty-eight East of Boise Meridian. Also East half of Southeast quarter of Section twenty-six, Township six South, Range thirty-eight East of Boise Meridian.

Together with a decreed Water Right from North Fork of Toponce Creek, as described from the Portneuf Decree, filed Dec. 4th, 1922, as follows:

Knollin A. J. 1882, July 1st, .48 c. f. s. (24 inches)
" " " 1902, June 17th, .72 c. f. s. (36 inches)

Also the high water as described in the above decree making a total of 140.76 miners inches.

For \$5,000.00, and said second party, in consideration of premises, agrees to pay said first party said sum as follows: \$600.00 upon execution and delivery of this agreement, receipt of which is hereby acknowledged, \$500.00 on January 1, 1929; \$780.00 on January 1, 1930; \$780.00 on January 1, 1931; \$780.00 on January 1, 1932; \$780.00 on January 1, 1933; \$780.00 on January 1, 1934, with privilege of paying any amount in addition at any time to apply on unpaid balance of this contract, and interest on amounts thus paid shall thereafter cease. Interest is payable on unpaid balance at six per cent per annum from May 14, 1928, payable on January 1, 1929, and on January 1 annually thereafter.

A mortgage not to exceed the amount of the equity of first party, may be permitted at any time during life of this Agreement, and when second party has made all payments and interest down to the amount of said mortgage then on said property, he shall assume said mortgage and receive his deed and abstract for said property listed in this agreement and be free from any further claims by first party. Interest on said mortgage to be paid by title owner of property listed in this agreement.

BANNOCK TITLE-ABSTRACT COMPANY

PAGE NUMBER

Abstract No. 10900.

Agreed that buildings on said premises shall be kept fully insured against loss by fire, with loss payable to first party as present owner and to second party as purchaser under contract, as their respective interests may appear; premiums on said policies to be paid by second party on and after this date.

And said second party agrees to pay all irrigation, city, school and County taxes, or assessments of whatsoever nature which are or may become due on premises above described, beginning with 1928 real estate taxes and 1928 water assessments.

Time is essence of this agreement and in case second party should fail, refuse or neglect to pay said first party money as is agreed herein to be paid, or to pay taxes, assessments or insurance on date same shall become due, and for period of thirty days thereafter, or shall fail to fulfill any of covenants or agreements on Purchaser's part to be kept and performed, then and in that event, first party, may, at option forfeit any and all rights of purchaser in and to said property, and all money paid to first party by purchaser under this agreement shall be retained by said first party as liquidated damages for non-performance of this contract, and as rent for said property; and purchaser, if then living on property shall be considered lessee of first party and shall be liable to ejectment under laws of Idaho, relating to forcible entry and unlawful detainer.

And said first party, on receiving payment at time and in manner above mentioned, agrees to deliver to said second party, or his heirs and assigns, the Deed which shall be a good and sufficient Special Warranty Deed to said premises.

Together with abstract showing title free from incumbrances.

Excepting also, such encumbrances as may be created by second party or through his assigns or heirs.

It is understood that stipulations aforesaid are to apply and bind heirs, executors, administrators and assigns of respective parties hereto.

Provided, however, that this agreement can not be assigned by second party, without first securing consent of first party in writing.

One Witness

(Seal)

Two Witnesses

Merchants Trust Company, Saint Paul
By Julian B. Baird, Vice President
By P. E. Thayer, A. Secretary

L. G. Call (Seal)

Acknowledged: Bannock County, Idaho; May 26, 1928; by L. G. Call; before Henry Van Slooten, Notary Public in and for said State. Residing at Bancroft, Idaho. (Notarial Seal) My commission expires 2/13/1931.

IN DISTRICT COURT OF UNITED STATES IN AND FOR DISTRICT OF IDAHO,
EASTERN DIVISION.

United States of America, upon the
relation of H. E. Ray, United States
Attorney for the District of Idaho,
Plaintiff,

IN EQUITY NO. 478

DECREE

Dated: April 8, 1929

Filed: April 8, 1929

v

Julia Hibner, Kepler Sessions,
Merchants Trust Company, corporation,
successor in interest to A. J. Knollin,
Continental National Bank of Salt Lake
City, a corporation, successor in
interest to Thomas J. Nipper, John W.
Symons, George A. Whitworth, George
John, Cordelia Warner, Dempsey
Irrigating Company, a corporation, Topaz
Irrigation Company, corporation, Thomas
Hilliman, F. A. Reed, James H. Byington,
Noah Reese, Lava Irrigation Company, a
corporation, Mrs. A. A. Fairchild,
Portneuf Irrigating Company, a corporation,
Portneuf Marsh Valley Canal Company, a
corporation, A. T. Shumway, J. T. Gitton,
J. J. Lewis, McCammon Ditch Company, a
corporation, Ameziah Henson, Brigham R.
Green, Orson V. Robbins, Royal T. Hale,
Samuel Orgill, G. H. Romriell, William J.
Lewis, Ed. Murphy, Thomas Orgill, George
Goodenough, Oregon Short Line Railroad
Company, A. J. Butterfield, Parley P.
Jensen, Ben D. Jensen, George Brangham,
Westside Canal Company, corporation, Toponce
Canal Company, a corporation, First National
Bank of Pocatello, a corporation, successors
in interest of Joseph and William F. Purvis,
J. A. Eldridge, Union Grain & Elevator
Company, a corporation, Michael Whitworth,
National Loan Company, a corporation, O. R.
Brangham, and Village of McCammon, a municipal
corporation, Defendants.

This cause came on to be further heard at this time, additional
proofs being submitted and the cause being further argues by counsel and
thereupon upon consideration thereof;

It is ordered, adjudged and decreed as follows, viz:

BANNOCK TITLE-ABSTRACT COMPANY
PAGE NUMBER

I.

1. The plaintiff herein, the United States of America, is, pursuant to law, the trustee for the rights of certain Indians hereinafter named, who are wards of the government, and the adjudication of the rights hereinafter particularly recited are for the use and benefit of the respective Indian wards.

2. That the decree of the water for Indian wards hereinafter adjudicated is fixed at one miners inch per second of time per acre measured at the point of diversion and the right to the use of such water upon Indian lands is continuous and the failure of any of the Indians to use the water hereinafter adjudicated will not cause either an abandonment or a forfeiture of their rights thereto, provided however, the next appropriator in point of time shall have the right to the use of the water hereinafter adjudicated to the Indians when said water is not diverted and used for irrigation or domestic purposes by said Indians, but the relief from forfeiture or abandonment shall not extend to the ownership of said lands in persons other than Indians.

II.

"C.F.S." is used herein to designate a flow of one cubic foot of water per second of time.

Allotment numbers used herein are the numbers of the allotments made by the United States Government to Indians on the Fort Hall Indian Reservation.

INDIAN'S RIGHTS

The names of the Indian wards of the government, the date of priority, the point of diversion and the lands upon which the water is to be used are as hereinafter set forth under specified headings as follows, to-wit:

(Certain property not now under search)

III.

Indian Rights Owned By Others Than Indians.

(Certain property not now under search)

IV.

Rights of Others Than Indians, Under State Court Decree, to-wit, The Case of Union Grain & Elevator, Plaintiff, v. McCammon Ditch Company et al, Defendants, Filed December 4, 1922 In District Court of Fifth Judicial District of State of Idaho, in and for Bannock County.

(Certain property not now under search) and

Abstract No. 10900.

No. 92.

Name of Claimant and Date of Priority		Amount of Second Feet.
Merchants Trust Co., corp. successor in interest to Knollin A. J.	1882, July 1	.48 c.f.s. (24 inches)
	1902, June 17 at noon	.72 c.f.s. (36 inches)
	1903, July 1	1.10 c.f.s. (55.24 inches)
	1908, July 1 (29-124)	2.68 c.f.s. (134.10 inches)
	1910, June 1	1.08 c.f.s. (54 inches)
Total		6.06 c.f.s.

Point of Diversion and Place of Use: Said water to be diverted through Knollin Ditch, which diverts water from the North Fork of Toponce Creek in the Northeast quarter of the Northwest quarter, Section 35, Township 6 South, Range 38 East. From the Northwest corner of Section 35, said Township and Range, the point of diversion bears South 71° 10' East, 1748 feet, for the irrigation of land described as follows: 5 acres in the Northeast quarter of the Southwest quarter, 10 acres in the Northwest quarter of the Southeast quarter, 5 Acres in Lot 3, 2 acres in the Southeast quarter of the Southwest quarter, 30 acres in the Southwest quarter of the Southeast quarter, 38 acres in Lot 4, all in Section 25, Twp. 6 South, Range 38 East, 33.4 acres in Lot 1, 33.4 acres in Lot 2, Section 36, Township 6 South, Range 38 East, 40 acres in Lot 2, 55.44 acres in the North half of the Northwest quarter, Section 31, Township 6 South, Range 39 East.

C. C. Cavanah, District Judge.

IN DISTRICT COURT OF FIFTH JUDICIAL DISTRICT OF STATE OF IDAHO,
IN AND FOR COUNTY OF BANNOCK.

Union Grain & Elevator Company,
corporation, Plaintiff,

vs

McCammon Ditch Co., corporation,
et al, Defendants.

JUDGMENT

Dated: August 6, 1932

Filed: August 8, 1932

at 3:45 P. M.

Recorded: Book 11 Judgment

Book Page 202

This cause came on regularly for trial on 26th day of September, 1931, before Honorable John C. Rice, Judge of Seventh Judicial District of State of Idaho, presiding as Judge of above entitled court, sitting without a jury, a jury having been expressly waived by respective parties,

And the court having previously fixed the time and place for the hearing of the cause, and having caused the Clerk of the court to give notice in writing to the attorneys of record for all the parties to said action prior to the date set for the hearing of the same, * * *

It is further ordered, adjudged and decreed, That the following named persons and corporations, defendants and cross-complainants in this action, have the right to the use of the waters of the said Portneuf River, and the tributaries thereof, and springs, the sources of said tributaries, such amount and amounts of water continuously, during and throughout the irrigating season of each and every year and from the date of appropriation and priority, with the point of diversion and means of diversion as set forth in the following schedule, to-wit:

(Certain property not now under search) and

TOPONCE CREEK, NORTH FORK, TRIBUTARY TO THE PORTNEUF RIVER

92. Knollin, A. J.

Date of Priority:

1882, July 1

1902, June 17 at noon

1903, July 1

1908, July 1

1910, June 1

Amount in second feet:

.48 c.f.s. (24 inches)

.72 c.f.s. (36 inches)

1.10 c.f.s. (55.24 inches)

2.68 c.f.s. (134.10 inches)

1.08 c.f.s. (54 inches)

Total

6.06 c.f.s.

Point of Diversion and Place of Use: Said water to be diverted through Knollin ditch which diverts water from the North Fork of Toponce Creek in Northeast quarter of Northwest quarter, Section 35, Township 6

BANNOCK TITLE-ABSTRACT COMPANY

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Abstract No. 10900.

South, Range 38 East. From the Northwest corner of Section 35, said Township and Range, the point of diversion bears South 71 degrees and 10 minutes East, 1748 feet, for irrigation of land described as follows:

5 acres in Northeast quarter of Southwest quarter, 10 acres in Northwest quarter of Southeast quarter, 5 acres, Lot 3, 2 acres in Southeast quarter of Southwest quarter, 30 acres in Southwest quarter of Southeast quarter, 38 acres in Lot 4, all in Section 25, Township 6 South, Range 38 East.

(Also certain other property not now under search)

John C. Rice, District Judge.

STATEMENT OF TAXES.

Taxes for the year 1932
and prior years paid.

Taxes for the year 1933
are paid on part of the property
described in the foregoing Caption.
The second installment for year
1933 on another portion amounts
to \$19.10 as evidenced by Entry
No. 7552. On Entry No. 12864
for year 1933 taxes are delinquent
in sum of \$6.75.

Abstract No.10900.

C E R T I F I C A T E.

The Bannock Title-Abstract Company, a corporation duly authorized by the laws of the State of Idaho to compile and certify Title Abstracts, hereby certifies that the foregoing pages numbered from -----one-----to---seventy-two----- inclusive, certified by this page numbered-seventy-threesets forth a true and correct abstract of all conveyances or other instruments of writing, now on file and of record in the office of the County Recorder of Bannock County, Idaho, which in any way affect the title to the real property described in the Caption hereof.

It is further certified that there are no judgments or liens of any kind of record in the office of the Clerk of any Court of Record in said Bannock County, which constitute liens on the said real property, unless shown in the foregoing abstract; and that there are no taxes due and unpaid thereon except as hereinbefore shown.

This Certificate is made to First Trust Company of Saint Paul at the request of Black & Baum, Attorneys.

Dated at Pocatello, Idaho, this-22nd--day of January, 1934,
at--five-o'clock P. M.

Bannock Title-Abstract Company,

By Thos J. Turner Secretary.

BANNOCK TITLE-ABSTRACT COMPANY
PAGE NUMBER

John T. Whitworth

AFFIDAVIT

Filed: February 9, 1934
at 11:01 A. M.
Instrument No.: 169556
Recorded: Book 8 Miscel-
laneous Record Page

Bannock County, Idaho.

John T. Whitworth, being duly sworn, upon oath deposes and says, that he is well and personally acquainted with Maud G. Mabee West, patentee in that certain Patent issued by United States of America, dated December 17, 1906, and filed April 24, 1907, in office of County Recorder in and for Bannock County, Idaho, in Book 4 of Patents, Page 525 and covering W. $\frac{1}{8}$ of S.W. $\frac{1}{4}$ of Section 25; and E. $\frac{1}{8}$ of S.E. $\frac{1}{4}$ of Section 26, in Township 6 South, Range 38, East of Boise Meridian in Idaho, and that he is also acquainted with Maud G. West, who, together with her husband, William J. West executed and delivered to A. J. Knollin a Warranty Deed dated July 19, 1907, recorded July 23, 1907 in Book 17 of Deeds, Page 38, covering Lots 3 and 4, S.W. $\frac{1}{4}$ of S.E. $\frac{1}{4}$, S.E. $\frac{1}{4}$ of S.W. $\frac{1}{4}$ and W. $\frac{1}{8}$ of S.W. $\frac{1}{4}$ of Section 25, and E. $\frac{1}{8}$ of S.E. $\frac{1}{4}$ of Section 26, Township 6 South, Range 38 East.

That said affiant knows that said Maud G. Mabee West named in the Patent, and the said Maud G. West, one of the grantors in said Warranty Deed, are one and the same person.

That this affidavit is made for the benefit of the Merchants Trust Company, Saint Paul, in order to assure it that the two persons are one and the same.

Further affiant saith not.

John T. Whitworth

Subscribed and sworn to before me this 17th day of January, 1930.

(Notarial Seal)

Henry Van Slooten, Notary Public,
Residing at Bancroft, Idaho.

Abstract No. 10900

SPECIAL CERTIFICATE

STATE OF IDAHO)
COUNTY OF BANNOCK) SS

The Bannock Title-Abstract Company, a corporation duly authorized by the laws of the State of Idaho to compile and certify title abstracts, hereby certifies that the foregoing page numbered seventy-four (74) and certified hereby under page seventy-five (75), sets forth a true and correct abstract of that certain affidavit therein set forth.

This certificate is made to the First Trust Company of Saint Paul at the request of Black and Baum, Attorneys.

Dated at Pocatello, Idaho, this 9th day of February, 1934.

BANNOCK TITLE-ABSTRACT COMPANY,

By

Thos J. Turner
Secretary.

No. 5074

ABSTRACT OF TITLE

TO

Northwest quarter of
Southeast quarter and
Northwest quarter of
Southeast quarter of
Section twenty-five in
Township six South,
Range thirty-eight East
of Boise Meridian.
Excluded to cover
legitimate claims. See
caption.

For

A. J. KOLLIN

COMPLETE ABSTRACTS OF TITLE
TO ALL LANDS AND TOWN LOTS
IN THIS COUNTY

COMPILED BY
BANNOCK ABSTRACT COMPANY,
ABSTRACTERS AND CONVEYANCERS.

FOR EXTENSION RETURN TO
BANNOCK ABSTRACT COMPANY
POCATELLO, IDAHO

P. O. BOX 937



Abstract of Title

To the following described Real Estate:
situated in the County of Bannock, State of Idaho, to wit;

The Lots Numbered Three and Four in Section Twenty Five,
the Lots Numbered One and Two in Section Thirty Six, all
in Township Six South, Range Thirty Eight, East of the
Boise Meridian, in Idaho,

ALSO

The West Half of the Southeast Quarter, the East Half of
the Southwest Quarter and Lots Numbered three and four in
Section Thirty; the North Half of the North Half of the
Southeast Quarter; the Northeast Quarter, the East Half of
the Northwest quarter and Lots One and Two in Section
Thirty One, all in Township Six South, Range Thirty Nine
East of the Boise Meridian, in Idaho.

Abstract and Title Guaranty Co
414 West Center
Pocatello Idaho.

Sheet No.2.

Instrument No.2.

CLAIMANT.
Jacob West.

Kind of Instrument,----- Water Location.

Date of Instrument,-----April 12,1889.

Recorded,----- April 13,1889 at 10.50 A.M. in
Book "1" of Water Locations at page 279

Records of Bannock County,State of Idaho.

DESCRIPTION AND REMARKS.

Claim and appropriate 240 inches of water of the waters of Portneuf River in Bingham County, Idaho Terr.;, the same to be measured under a four inch pressure and to be taken out at a point about one fourth of a mile above the dwelling house of the undersigned which house stands on the West bank of said Portneuf River.

Said water is to be diverted through a ditch about two and a half feet at the bottom and about three feet wide at the top and about ten rods long. Said water is to be diverted upon the homestead Claim of the undersigned embracing the East half of the Southwest Quarter and Lots 3 and 4 all in Section 30, Township 6 South of Range 39 East of the Boise Meridian. Said water is to be used for irrigating Agricultural, domestic and other useful purposes. Said ditch extends in a Southwesterly direction from said River.

Affidavit of Jacob West:- I hereby certify that the above is an exact copy of the notice posted at the head of the above described ditch.

The above certificate is signed by Jacob West.

Sheet No. 3.

Instrument No. 3.

CLAIMANT:

W. J. West.

Kind of Instrument, - - - - - Water Location

Date of Instrument, - - - - - April 12, 1889

Recorded, - - - - - April 13, 1889 at 10:50 A. M. in

Book "1" of Water Locations at page 281

Records of Bannock County, State of Idaho.

DESCRIPTION AND REMARKS.

✓ Appropriate 240 inches of water of the waters of Portneuf River in Bingham County, Idaho Territory the same to be measured under a four inch pressure and to be taken out at a point about 15 rods below the dwelling house of one Jacob West which house stands on West bank of said river. Said water is to be diverted through a ditch about 3 feet wide at the bottom and 3-1/2 feet wide at the top and about 20 rods in length and extends in a Southwesterly direction from said river and is one and one half feet in depth and is to be diverted upon the pre-emption claim of the undersigned embracing the E. 1/4 NW. 1/4 and Lots 1 and 2, Section 31, Township 6 South, Range 39 E. B. M. Said water is to be used for irrigating, agricultural, domestic and other useful purposes

(Affidavit of W. J. West) I hereby certify that the above is an exact copy of the notice posted at the head of the above described ditch.

The above certificate is signed by W. J. West.

Transcribed from Book "B" of Water Locations at page 286, Records of Bingham County, Idaho.

Sheet No. 4.

Instrument No. 4.

CLAIMANTS:-

Jacob West, W.J. West, C.S. West.

Kind of Instrument,- - - - - Water Location

Date of Instrument,- - - - - June 1891

Recorded,- - - - - October 5, 1891 at 5:30 P. M. in
Book "1" of Water Locations at page 427. Records of
Bannock County, State of Idaho.

DESCRIPTION AND REMARKS.

✓
Claim and appropriate 1200 inches of water of the waters of Portneuf River in Bingham County, State of Idaho, same to be measured under a four inch pressure and to be taken out at a point about one and one half miles above the dwelling house of the Jacob West, which house stands on the west bank of said Portneuf River said waters to be diverted through a ditch about eight feet wide at the bottom and about one and one half feet deep, said water it to be diverted upon the homestead claim of Jacob West and the Homestead Claim of W. J. West and a pre-emption claim of C. S. West and then further said water is to be used for irrigation, agricultural and domestic purposes. Said ditch extends in a Southeasterly direction from said river. Transcribed from Book "C" of Water Locations at page 310, Records of ~~Bingham~~ County, Idaho.

BANNOCK

CLAIMANT.

Lucinda E. Metcalf.

Kind of Instrument,----- Water Location.

Date of Instrument,----- June 18, 1902.

Recorded,----- June 23, 1902 at 9, 50 A.M. in

Book "2" of Water Locations at page 152

Records of Bannock County, State of Idaho.

Subscribed and sworn to before Anson C. Loveland, a Justice of the Peace in and for Bannock County, State of Idaho, June 20, 1902.

DESCRIPTION AND REMARKS.

Hereby claims the use of the waters of Toponce Creek in Bannock County, Idaho, to the extent of four (4) cubic feet per second it is intended to divert said waters at or near the point where a copy of this notice is posted and more definitely described as follows, at and from the North Channel of said Creek at a bluff or embankment on said stream in Section 35 Township 6 South of Range 38 East Boise Meridian.

The purpose for which said water is intended to be used is for the irrigation of lands and domestic purposes. The place of intended use is upon the lands hereinafter fully described.

It is intended to divert said water by means of a canal or ditch. The general course of the proposed Canal is Northeasterly the length of the proposed Canal is 2-1/2 miles and ending upon the lands hereinafter described. It is intended to use said water for irrigating the following described lands:- Southeast Quarter of Southwest Quarter and Southwest Quarter of Southeast Quarter and Lots 3 and 4 of Section 25 Township 6 South of Range 38 East Boise Meridian containing 147.31 acres. It is intended to have the work for diversion and use of said water as aforesaid completed in two years.

CLAIMANTS AFFIDAVIT:- That the statements in said notice are true, and that the original notice of which the foregoing is a true copy, was posted in a conspicuous place at or near the place of intended diversion as provided by law on the 18th day of June 1902 at 30 minutes past 10 o'clock P.M.

Sheet No. 15.

Instrument No. 15.

GRANTOR:
Lucinda E. Metcalf.
A Widow.

GRANTEE:
William H. Gill.

Kind of Instrument,----- Quit-Claim Deed.
Date of Instrument,----- April 26, 1905.
Consideration,----- One (\$1.00) Dollar.
Recorded,----- October 3, 1905 at 4,15 P.M. in
Book "15" of Deeds at page 348 Records of
Bannock County, State of Idaho.

Acknowledged before C.B. Calkins, a Notary Public in and for
Ravalli County, State of Montana, May 10, 1905, duly sealed.

Witness,----- C.P. Calkins, F.H. Metcalf.

DESCRIPTION AND REMARKS.

Four (4) cubic feet per second of time of the waters of ✓
Toponce Creek as shown by the water Location dated June 18th, 1902
and recorded in Book "2" of Water Locations at page 152 of the
Records of Bannock County, Idaho, said waters being located for
the irrigation of the Southeast Quarter of the Southwest Quarter;
the Southwest Quarter of the Southeast Quarter and Lots 3 and 4
of Section 25, Township 6 South of Range 38 East of the Boise
Meridian in Idaho.

Sheet No. 24.

Instrument No. 22.

GRANTOR:
William H. Gill, and
Christie A. Gill.
his Wife.

GRANTEE:
Maud G. West.

Kind of Instrument,----- Quit-Claim Deed.
Date of Instrument,----- June 21, 1906.
Consideration,----- One (\$1.00) Dollar.
Recorded,----- April 24, 1907 at 8.55 A.M. in
Book "15" of Deeds at page 624 Records of
Bannock County, State of Idaho.

Acknowledged before Theo Turner, a Notary Public in and for
Bannock County, State of Idaho, June 23, 1906, duly sealed.
Witness,----- Theo Turner, Elsie Petty.

DESCRIPTION AND REMARKS.

Four (4) Cubic feet per second of time of the water of
Toponce Creek as shown by the water Location dated June 18th, 1902
and recorded in Book "2" of water Locations at page 152 of the
Records of Bannock County, Idaho, said waters being located for the
irrigation of the Southeast Quarter of Southwest Quarter; and the
Southwest Quarter of Southeast Quarter and Lots 3 and 4 of Section
25, Township 6 South of Range 38 East of the Boise Meridian in
Idaho.

Certificate of acknowledgment is regular, in that it shows
that Christie A. Gill, was separately examined and acknowledged the
same without the hearing of her husband.

Sheet #

STATE DEED

State of Idaho

Dated: June 1, 1921.

to

Filed: June 6, 1921 at 1:12 PM.

A.J.Knollin.

Recorded: Book 44 Deeds 172.

Filing #84510. Cons. \$811.68.

Grant, bargain, sell, convey and confirm in fee, all of the said tract and parcel of land situated in the County of Bannock and State of Idaho, and described as follows, to wit:

Lots 1 and 2 Sec. 36, Twp. 6 South, Range 38 East, Boise Meridian, containing 67.64 acres, more or less.

To have and to hold the said premises and parcel of land above particularly described, with the appurtenances thereon, unto the said A.J.Knollin his heirs and assigns in fee simple forever.

Countersigned: Robert O. Jones, Secretary of State. (Seal). D.W. Davis, Governor.

Countersigned: I.H. Nash, State Land Commissioner (Seal).

Acknowledged in Ada County, State of Idaho, June 1, 1921, by D.W. Davis, Governor, Robert O. Jones, Secretary of State and I.H. Nash, Land Commissioner, the State of Idaho, who acknowledged the same as such officers, before Jeanne L. Anderson, a Notary Public in and for said State. (Seal). Res. Boise Idaho.

Sheet No. 5.

Instrument No. 5.

GRANTOR:
The United States of
America;

GRANTEE:
Jacob West.

Kind of Instrument,----- Patent.

Date of Instrument,----- August 1, 1892.

Consideration,----- Full payment.

Recorded,----- September 20, 1892 at 1.15 P.M. in
Book "1" of Patents at page 70 Records of
Bannock County, State of Idaho.

DESCRIPTION AND REMARKS.

✓ The East half of the Southwest Quarter and Lots Three
(3) and Four (4) in Section Thirty (30) in Township Six (6) South
of Range Thirty-nine (39) East of the Boise Meridian in Idaho,
containing 159.98 acres, according to the Official Plat of the
Survey of said lands, returned to the General Land Office by the
Surveyor General.

Instrument bears the seal of the General Land Office.

GRANTOR:

United States

GRANTEE:

William J. West.

Kind of Instrument, ----- Patent.

Date of Instrument, ----- August 1, 1892.

Consideration, ----- Full payment.

Recorded, ----- September 20, 1892, at 1:10 P. M. in

Book "1" of Patents at page 69 Records of

Bannock County, State of Idaho.

DESCRIPTION AND REMARKS.

The North half of the Southeast quarter, the Southeast quarter of the Southeast quarter and the Southwest quarter of the Northeast quarter of Section 31, Township 6 South, Range 39 E. B. M. containing one hundred and sixty (160) acres, according to the official plat of the survey of said lands returned to the General Land Office by the Surveyor General.

Instrument bears the seal of the General Land Office.

Sheet No. 8.

Instrument No. 8.

GRANTOR:
The United States of
America.

GRANTEE:
Lottie West.

Kind of Instrument,----- Patent.

Date of Instrument,----- January 18, 1895.

Consideration,----- Full payment.

Recorded,----- April 6, 1904 at 10.10 A.M. in
Book "4" of Patents at page 269 Records of
Bannock County, State of Idaho.

DESCRIPTION AND REMARKS.

The West half of the Southeast Quarter and the Southeast Quarter of the Southeast Quarter of Section 30 and the Northwest Quarter of the Northeast Quarter of Section 31 in Township 6 South of Range 39 East of the Boise Meridian in Idaho, containing 160 acres, according to the Official Plat of the Survey of said lands, returned to the General Land Office by the Surveyor General.

Instrument bears the seal of the General Land Office.

Sheet No. 29.

Instrument. No. 27.

GRANTOR:
William J. West.

GRANTEE:
To Whom Concerned.

Kind of Instrument,----- Affidavit.

Date of Instrument,-----Not Dated.

Consideration,----- None.

Recorded,-----July 23, 1907 at 9,50 A.M. in

Book "1" of Miscellaneous Records at page 557

Records of Bannock County, State of Idaho.

Subscribed and sworn to before Thos F. Terrell, a Notary Public in
and for Bannock County, State of Idaho, July 22, 1907, duly sealed.

DESCRIPTION AND REMARKS.

W. J. West being first duly sworn deposes and says that he is a citizen of the United States over the age of twenty-one years, and resides in Pocatello, Idaho; that he is well acquainted with Lottie West, the person to whom Patent issued on the 18th day of January, 1895, for the West half of the Southeast Quarter and the Southeast Quarter of the Northeast Quarter of Section 30, and the Northwest Quarter of the Northeast Quarter of Section 31, in Township 6 South of Range 39 East of Boise Meridian in Bannock County, Idaho; That said Lottie West afterwards, on the 31st day of August, 1897, conveyed said above described lands to Jacob West; that on the said 31st day of August, 1897, and for many years thereafter the said Lottie West was an unmarried woman and single, which fact I know of my own personal knowledge.

That the said Lottie West, was and is a daughter of Jacob West, the person to whom she conveyed said lands, and is a sister of affiant: That affiant makes this affidavit to perfect title to said lands in Jacob West, the grantee in said deed dated August 31st, 1897, for the reason that in said deed, the said Lottie West failed to state whether she was married or single, and said facts being within the personal knowledge of affiant, he makes oath to same.

Corrects sheet no 11

Sheet No. 9.

Instrument No. 9.

GRANTOR:

GRANTEE:

The United States of America.

Eleanor West Yateman, formerly
Eleanor West.

Kind of Instrument, - - - - - Patent.

Date of Instrument, - - - - - January 18, 1895

Recorded, - - - - - April 6, 1904 at 10:11 A. M. in

Book "4" of Patents at page 270 Records of

Bannock County, State of Idaho

DESCRIPTION AND REMARKS.

✓ The East half of the Northeast quarter of Section thirty-one (31), Township six (6) South of Range thirty-nine (39) East of the Boise Meridian in Idaho, containing eighty (80) acres, according to the official plat of the survey of said lands returned to the General Land Office by the Surveyor General.

Instrument bears the seal of the General Land Office.

Sheet No. 13.

Instrument No. 13.

GRANTOR:

GRANTEE:

United States

William J. West.

Kind of Instrument, - - - - - Patent.

Date of Instrument, - - - - - November 17, 1884

Recorded, - - - - - February 20, 1905 at 3:56 P. M. in
Book "4" of Patents at page 319, Records of
Bannock County, State of Idaho.

DESCRIPTION AND REMARKS.

✓ The East half of the Northwest quarter and the Lots
numbered one (1) and two (2) of Section 31, Township six (6) South
of Range thirty-nine (39) E. B. M., containing 159.80 acres, accord-
ing to the official plat of the survey of said lands returned to
the General Land Office by the Surveyor General.

Instrument bears the seal of the General Land Office.

Sheet No. 23.

Instrument No. 21.

GRANTOR:
George A. Robethan.
Receiver.

GRANTEE:
William H. Gill.

Kind of Instrument,----- Receivers Final Receipt.
Date of Instrument,----- June 22, 1906.
Consideration,----- Two Hundred Forty-four & 14/100
(\$244.14) Dollars.
Recorded,----- July 17, 1907 at 10,25 A.M. in

Book "17" of Deeds at page 37 Records of
Bannock County, State of Idaho.

DESCRIPTION AND REMARKS.

✓
Lots Three (3) and Four (4) and Southwest Quarter of
Southeast Quarter and Southeast Quarter of Southwest Quarter of
Section Twenty-five (25) in Township Six (6) South of Range Thirty-
eight (38) East of the Boise Meridian in Idaho, containing 147.31
acres according to the Official Plat of the Survey of said lands,
returned to the General Land Office by the Surveyor General.

P A T E N T .

Grantor, -- United States of America.
Grantee, -- William H. Gill.
Date, -- September 14, 1907,
Consideration, -- Full payment.
Recorded, -- December 3, 1907, 3:10 P. M. in Book "4" of
Patents, at page 596 of the Records of Ban-
nock County, State of Idaho.

DESCRIPTION AND REMARKS.

Lots Three (3) and Four (4), the Southwest quarter of the South-
east quarter, and the Southeast quarter of the Southwest quarter of
Section Twenty-five (25), Township Six (6) South of Range Thirty-
eight (38) East of the Boise Meridian, in Idaho, containing 147.31
acres, according to the Official Plat of the survey of the said land
returned to the General Land Office by the Surveyor-General.

Granting Clause.

NOW KNOW YE, That the United States of America, in consideration
of the premises, and in conformity with the several acts of Congress in
such case made and provided, have given and granted, and by these pres-
ents do give and grant; unto the said William H. Gill and to his heirs
the said tracts above described TO HAVE AND TO HOLD the same, together
with all the rights, privileges, immunities and appurtenances of what-
soever nature thereunto belonging, unto the said William H. Gill and
to his heirs and assigns forever;

Limitations.

Subject to any vested and accrued water rights for mining, agri-
cultural, manufacturing, or other purposes, and rights to ditches and
reservoirs used in connection with such water rights, as may be re-
cognized and acknowledged by the local customs, laws, and decisions of
courts, and also subject to the right of the proprietor of a vein or
lode to extract and remove his ore therefrom, should the same be found
to penetrate or intersect the premises hereby granted, as provided by
law;

Reservations.

And there is reserved from the lands hereby granted, a right of
way thereon for ditches or canals constructed by the authority of the
United States.

Instrument bears the seal of the General Land Office.

16

Sheet #

PATENT

The United States
of America

Dated: Dec. 28, 1932.

Filed: Jan. 16, 1933 at 10:20 AM.

Recorded: Book 68 Deeds 322.

Filing #164934.

to
First Trust Company of
Saint Paul.

Whereas, Patent based on Blackfoot commuted homestead entry No. 046476 formerly Blackfoot cash certificate No. 2834, issued Sept. 14, 1907, to William H. Gill, for the

Lots 3 and 4, the SW¹SE¹ and SE¹SW¹ of Sec. 25, Twp. 6 South of Range 38 East of the Boise Meridian, Idaho, containing 147.31 acres, and,

Whereas it appears that the First Trust Company of Saint Paul, St. Paul, Minnesota, transferee, is entitled to a supplemental patent for the Lots 19 and 20 of Sec. 25, Twp. 6 South of Range 38 East of the Boise Meridian, Idaho, containing 13.21 acres, according to the official plat of the survey of the said land on file in the General Land Office.

Now Know Ye, that there is therefore, granted by the United States of America unto the said First Trust Company of Saint Paul, the tract of land last above described.

By the President: Herbert Hoover.

By Leafie E. Cietz, Secretary.

R. S. Clinton, Acting Recorder of the
General Land Office. (Seal).

Recorded: Patent #1060477.

Sheet No. 10.

Instrument No. 10.

GRANTOR:

Eleanor West Yateman

GRANTEE:

Jacob West.

Kind of Instrument, - - - - - Warranty Deed.

Date of Instrument, - - - - - August 31, 1897

Consideration, - - - - - Twenty-five (\$25.00) Dollars

Recorded, - - - - - April 6, 1904 at 10:12 A. M. in

Book "15" of Deeds at page 86 Records of
Bannock County, State of Idaho.

Acknowledged before H. A. Pedersen, a Notary Public in and for Cache
County, State of Utah, August 31, 1897. Sealed.

Witness, - - - - - H. A. Pedersen.

DESCRIPTION AND REMARKS.

The East half of the Northeast quarter of Section thirty-
one, Township six (6) South of Range thirty-nine (39) East of the
Boise Meridian in Idaho, containing eighty (80) acres, according to
the official plat of the survey of said lands returned to the General
Land Office by the Surveyor General.

*Corrected by deed
sheet 30*

Sheet No. 11.

Instrument No. 11.

GRANTOR:
Lottie West,
(Not stated if Married
or Single)

GRANTEE:
Jacob West

Kind of Instrument,----- Warranty Deed.

Date of Instrument,----- August 31, 1897.

Consideration,----- Twenty-five (\$25.00) Dollars.

Recorded,----- April 6, 1904 at 10,13 A.M. in

"15" of Deeds at page 87 Records of

Bannock County, State of Idaho.

Acknowledged before H.A. Pedersen, a Notary Public in and for Cache
County, State of Utah, August 31, 1897, duly sealed.

Witness,----- H.A. Pedersen.

DESCRIPTION AND REMARKS.

The West half of the Southeast Quarter and the Southeast
Quarter of the Southeast Quarter of Section 30, and the Northwest
Quarter of the Northeast Quarter of Section 31, in Township 6 South
of Range 39 East of the Boise Meridian in Idaho, containing 160 acres
according to the Official Plat of the Survey of said lands, returned
to the General Land Office by the Surveyor General.

*Corrected by
Sheet 29*

Sheet No. 14.

Instrument No. 14.

GRANTOR:
Jacob West, and
Cecelia West,
his Wife.

GRANTEE:
William J. West.

Kind of Instrument,----- Warranty Deed.

Date of Instrument,----- June 17, 1904.

Consideration,----- One Hundred (\$100.00) Dollars and
other valuable considerations.

Recorded,----- February 20, 1905 at 3.57 P.M. in

Book "14" of Deeds at page 617 Records of

Bannock County, State of Idaho.

Acknowledged before Edward Hanson, a Notary Public in and for Cache
County, State of Utah September 3, 1904, duly sealed.

Witness,----- Edward Hanson, Lottie West.

DESCRIPTION AND REMARKS.

The East half of the Northeast Quarter of Section 31,
Township 6 South of Range 39 East of Boise Meridian containing 80
acres; the West half of the Southeast Quarter, and the Southeast
Quarter of the Southeast Quarter of Section 30; and the Northwest
Quarter of the Northeast Quarter of Section 31, in Township 6 South
of Range 39 East of the Boise Meridian in Idaho, containing 160
acres; (the East half of the Southwest Quarter, and the Lots 3 and
4 of Section 30 in Township 6 South of Range 39 East of the Boise
Meridian in Idaho, containing 159.98 acres,) all according to the
Official Plat of the Survey of said lands, returned to the General
Land Office by the Surveyor General.

Together with any and all water, water rights, canals,
ditches and aqueducts used, had and enjoyed in connection with the
above described property.

Certificate of acknowledgment is regular, in that it shows
that Cecelia West, was separately examined and acknowledged the
same without the hearing of her husband.

Sheet No. 25.

Instrument No. 23.

GRANTOR:

William H. Gill, and
Christie A. Gill.

his Wife.

GRANTEE:

Maud G. West.

Kind of Instrument,----- Warranty Deed.

Date of Instrument,----- June 8, 1907.

Consideration,----- Seven Hundred (\$700.00) Dollars.

Recorded,----- July 17, 1907 at 10,26 A.M. in

Book "18" of Deeds at page 129 Records of

Bannock County, State of Idaho.

Acknowledged before J.H. Alexander, a Notary Public in and for

Christian County, State of Illinois, June 8, 1907, duly sealed.

DESCRIPTION AND REMARKS.

The Lots Three (3) and Four (4) and the Southwest Quarter of the Southeast Quarter and the Southeast Quarter of the Southwest Quarter of Section Twenty-five (25) in Township Six (6) South of Range Thirty-eight (38) East of the Boise Meridian in Idaho, according to the Official Plat of the Survey of said lands, returned to the General Land Office by the Surveyor General.

Together with all water, water rights, water privileges and franchises used in connection with or appurtenant to said lands, and all dams, ditches and other works for the diversion and conduct of said water to and upon said lands, for the irrigation thereof and for domestic and stock purposes thereon.

Certificate of acknowledgment is regular, in that it shows that Christie A. Gill was separately examined and acknowledged the same without the hearing of her husband.

Sheet No.30,

Instrument No.28.

GRANTOR:
Eleanor West Yeatman, and
John A.Yeatman.
her Husband.

GRANTEE:
A.J.Knollin.

Kind of Instrument,----- Quit-Claim Deed.
Date of Instrument,----- July 27,1907.
Consideration,----- One (\$1.00) Dollar.
Recorded,----- August 6,1907 at 10,50 A.M. in

Book "17" of Deeds at page 45 Records of
Bannock County,State of Idaho.

Acknowledged before Z.N.Goldsby, a Notary Public in and for
Alameda County,State of California,July 27,1907,duly sealed.
Witness,----- T.A.Reddall,E.E.Gehring.

DESCRIPTION AND REMARKS.

East half of Northeast Quarter of Section 31,in Township
6 South of Range 39 East of the Boise Meridian in Idaho,containing
80 acres according to the Official Plat of the Survey of said lands
returned to the General Land Office by the Surveyor General.

This deed is given to correct deed from Eleanor West
Yeatman to Jacob West,dated August 31,1897 and recorded in Book
"15" of Deeds at page 86 of the records of Bannock County,State of
Idaho wherein said John A.Yeatman failed to join in the execution
thereof.

Corrects sheet no 10

✓

Sheet No. 33.

Instrument No. 30.

GRANTOR:
William J. West, and
Maud G. West, his Wife.

GRANTEE:
A. J. Knollin.

Kind of Instrument,----- Warranty Deed.

Date of Instrument,----- July 19, 1907.

Consideration,----- Eighteen Thousand Nine Hundred
Forty-one & 80/100 Dollars.

Recorded,----- July 23, 1907 at 4.00 P.M. in

Book "17" of Deeds at page 38 Records of

Bannock County, State of Idaho.

Acknowledged before Fred G. Caldwell, a Notary Public in and for
Bannock County, State of Idaho, July 19, 1907, duly sealed.

Witness,----- Fred G. Caldwell.

DESCRIPTION AND REMARKS.

The Lots 3 and 4, the Southwest Quarter of the Southeast Quarter, the Southeast Quarter of the Southwest Quarter, and West half of Southwest Quarter of Section 25, and the East half of the Southeast Quarter of Section 26, Township 6 South of Range 38 East: the Lots 3 and 4, the East half of the Southwest Quarter; the West half of Southeast Quarter, and Southeast Quarter of Southeast Quarter of Section 30; the Lots 1 and 2, the East half of Northwest Quarter; the Northeast Quarter, and the North half of North half of the Southeast Quarter of Section 31, in Township 6 South of Range 39 East of the Boise Meridian in Idaho and containing 947.09 acres according to the Official Plat of the Survey of said lands, returned to the General Land Office by the Surveyor General.

Together with all water, water rights, water privileges and water franchises belonging to or in anywise used with or upon said land or any part thereof; and all ditches, dams, canals and other works for the diversion and conveyance of said water to and upon said land; and particularly 160 inches of water appropriated from the North Fork of Toponce Creek about 26 years ago, the same having been continually used upon said land or some part thereof since the date of said appropriation;

Sheet No. 34.

Instrument No. 30.

Four (4) cubic feet per second of time of the waters of Toponce Creek appropriated by Lucinda E. Metcalf June 18, 1902 and recorded in Book "2" of Water Locations at page 152 of the Records of Bannock County Idaho; 240 inches of the waters of Portneuf River appropriated by Jacob West April 12, 1889, and recorded in Book "1" of Water Locations at page 279 of the Records of Bannock County, Idaho; 240 inches of the waters of Portneuf River appropriated by W. J. West April 12, 1889 and recorded in Book "1" of Water Locations at page 281 of the Records of Bannock County, Idaho; 800 inches of the waters of Portneuf River appropriated by Jacob West, W. J. West and C. S. West in June 1891 and which is recorded in Book "1" of Water Locations at page 427 of the Records of Bannock County Idaho, these waters being diverted by appropriators through what is known as the "High Line" or "East Side" ditch; also the whole of the waters of the Portneuf River as the same passes through the land above described diverted by means of dams and headgates in said river, which back up said water upon and over and floods the hay lands belonging to said parties of the first part; all the above described waters having heretofore been used upon said lands or some part thereof.

This deed is given and accepted subject to the Taxes for the year 1907, which the second party herein assumes and agrees to pay.

Sheet #

AFFIDAVIT

State of Idaho
County of Bannock, ss.

John T. Whitworth, being duly sworn, upon oath deposes and says that he is well and personally acquainted with Maud G. Mabee West, patentee in that certain patent issued by the United States of America, dated Dec. 17, 1906 and filed April 24, 1907 in the office of the County Recorder in and for Bannock County, Idaho, in Book 4 of Patents, page 525 and covering the $W\frac{1}{2}SW\frac{1}{4}$ of Sec. 25, and $E\frac{1}{2}SE\frac{1}{4}$ of Sec. 26 in Twp. 6 South Range 38 East of the Boise Meridian in Idaho and that he is also acquainted with Maud G. West, who, together with her husband William J. West, executed and delivered to A. J. Knollin, a warranty deed dated July 19, 1907, recorded July 23, 1907 in Book 17 of Deeds, page 38, covering Lots 3 and 4, $SW\frac{1}{4}SE\frac{1}{4}$, $SE\frac{1}{4}SW\frac{1}{4}$ and $W\frac{1}{2}SW\frac{1}{4}$ of Sec. 25, and $E\frac{1}{2}SE\frac{1}{4}$ of Sec. 26, Twp. 6 South Range 38 East.

That said affiant knows that said Maud G. Mabee West, named in the patent, and the said Maud G. West, one of the grantors in said Warranty deed, are one and the same person.

That this affidavit is made for the benefit of the Merchants Trust Company, Saint Paul, in order to assure it that the two persons are one and the same.

Further affiant saith not.

John T. Whitworth

Subscribed and sworn to before me this 17th day of January, 1930.

(Seal). Henry Van Slooten, Notary Public, Res. Bancroft, Idaho.

Filed: Feb. 9, 1934 at 11:01 AM.

Recorded: Book 8 Misc. 637.

Filing #169556.

GRANTOR:
Eleanor West Yateman, and
John A. Yateman.

GRANTEE:
A. J. Knollin.

Kind of Instrument,----- Quit-Claim Deed.
Date of Instrument,----- September 14, 1907.
Consideration/----- One Dollar (\$1.00).
Recorded,----- September 24, 1907 at 3,45 P.M. in
Book "17" of Deeds at page 66 Records of
Bannock County, State of Idaho.

Acknowledged before Z.N. Goldsby, a Notary Public in and for Alameda
County, State of California, September 20, 1907, duly sealed.

Witness,----- E. E. Gehring, E. C. Bonstell.

DESCRIPTION AND REMARKS.

East half of the Northeast Quarter of Section 31, in
Township 6 South of Range 39 East of the Boise Meridian in Idaho,
containing 80 acres, according to the Official Plat of the Survey of
said land returned to the General Land Office by the Surveyor
General.

The title to the above^{was} described lands acquired by
Eleanor West Yateman, formerly Eleanor West, by Patent from the United
States, dated January 18th 1895: August 31, 1897, Eleanor West Yateman
by Warranty deed conveyed the same lands to Joseph West: by quit-
claim deed dated July 27, 1907, Eleanor West Yateman and John A. Yeat-
man, her husband, conveyed the above described lands to A. J. Knollin,
the intention of this deed being to correct the title for the reason
that her husband failed to join in the execution of the conveying
the lands to Jacob West, which said deed is recorded in Book "15" of
Deeds at page "86" of the Records of Bannock County, State of Idaho.

It appearing that the Grantors herein signed their name
both "Yateman" and "Yeatman" being the same persons, this deed is
executed for the purpose of completing and perfecting the title
to the above described lands in A. J. Knollin the present owner of
the same.

A. J. Knollin, and Cora W.
Knollin, his wife, First part

and

Portneuf-Marsh Valley Irrigation
Company, a corporation, second part

and

Portneuf-Marsh Valley Canal Company,
a corporation, third part.

Agreement.

Instrument No. 29311.

Dated, July 6, 1913.

Recorded Book 1 Agreements page 236

on August 13, 1913 at 1:35 P. M.

Acknowledged August 1, 1913 by A. J. Knollin before H. G. Kiddoo, Notary
Public, Douglas County, Neb. (seal)

Acknowledged August 4, 1917 by Cora W. Knollin before M. E. Packard,
Notary Public, Jackson County, Missouri. My commission expires
September 8, 1913. (seal)

Consideration: \$1.00

Description: Whereas, the first parties are the owners of the Southeast quarter of Section 30, and the Northeast quarter and the North half of the Southeast quarter of Section 31, all in Township 6 South, Range 39 East of the Boise Meridian in Bannock County, Idaho, and are the owners of a certain ditch or canal way over and across their lands above described and also over certain additional lands in Sections 19 and 20 of the same Township and Range; and,

Whereas, the party of the second part desires to procure the right to enlarge the said ditch along its course and the right of way for said ditch so enlarged over and across the lands of the first parties above described and the first parties are willing to grant such right of way for the consideration and upon the conditions hereinafter mentioned.

Now therefore this indenture witnesseth that in consideration of the sum of One (\$1.00) Dollar cash in hand paid by the second party to the parties of the first part, the receipt of which is hereby acknowledged and in further consideration of the covenants and agreements hereinafter mentioned to be kept and performed by the party of the second part, and the party of the third part, the parties of the first part have granted bargained sold and conveyed and by these presents do grant, bargain, sell and convey to the party of the second part, its successors and assigns forever the right to enlarge that certain ditch and canal way beginning at a point on the west bank of the Portneuf River immediately below the dam of the Portneuf-Marsh Valley Irrigation Company in Section 19, Township 6 South, Range 39 E. B. M., and the said ditch continuing

thence in a southerly direction down the said west bank of the Portneuf River across Lot 4 said Section 19, and the Northwest quarter of said Section 30 a distance of about 2700 feet; thence crossing the main channel of the said Portneuf River and continuing in an easterly direction across the Southeast quarter of the Northwest quarter and the Southwest quarter of the Northeast quarter of said Section 30 a distance of about 1800 feet; thence continuing in a southerly direction across the said Southwest quarter of the Northeast quarter of Sec. 30, and the Southeast quarter of Sec. 30, and the Northeast quarter and the North half of the Southeast quarter of Section 31 of the same Township and Range a distance of about one and one-eighth mile.

The right and permission is hereby granted to the second party to enlarge the said ditch to a size of ten feet at the bottom and the right of way for the ditch so enlarged and for the construction of a new ditch from the point where it leaves the old ditch above described and runs southwesterly across the North half of the Southeast quarter of Section 31, Township 6 South Range 39 E. B. M., to the extent of a strip of land thirty-five feet wide for such right of way is hereby granted to the second party over and across the lands of the first parties above described together with free right and permission of ingress and egress to maintain and repair the said ditch. But if said strip of land shall ever be used for any other purpose than a canal right of way it shall revert to the first parties their heirs or assigns.

The party of the second part agrees to construct its said ditch so that all waste dirt removed in the excavation thereof shall be placed on the lower bank and the parties of the second and third part expressly agree that the first parties, their heirs or assigns shall have the right perpetually without charge or expense to convey through said enlarged ditch the water of the Portneuf River to the use of which said first parties are entitled; and said parties of the second and third part further agree to construct and perpetually maintain in good condition at such points as first parties may designate four head gates of sufficient size and capacity through which to divert from said ditch the said water of the first parties. The parties of the second and third part further expressly agree that they will perpetually bear all expense of the upkeep and maintenance of said ditch and head gates without cost or charge to first parties, and the parties of the second and third part hereby grant to first parties to the right to install and perpetually therein maintain in the reservoir and over and across the embankment of the dam of the Portneuf Marsh Valley Irrigation Company above mentioned a certain syphon to conduct such waters as first parties own and are entitled to use from the Portneuf River to a private farm ditch at the east end of the said dam known as the "Chesterfield Farm Ditch", the said syphon to be installed so as not to impair the safety and efficiency of the said dam. Said parties of the second part and third part further agree to construct and perpetually maintain in good condition three farm bridges across said canal together with the necessary approaches thereto at such points upon said lands as the parties of the first part may designate.

In consideration of the covenants herein made to be performed by the parties of the second and third part the first parties expressly release them and each of them their successors and assigns from any liability for any damages which may accrue to them or their lands by seepage waters from said enlarged ditch; it being understood and agreed however that said ditch shall be constructed in a workmanlike manner and thereafter kept and maintained in good and efficient condition.

In Witness Whereof the parties hereto have set their hands and seals the day and year first above written the parties of the second and third part by the authority of their respective Boards of Directors.
Executed in triplicate.

	Signed:	A. J. Knollin	Seal.
		Cora W. Knollin	Seal.
Seal.		Portneuf Marsh Valley Irrigation Company	
		By John Ware, Ass't Treas.	
Seal.		Portneuf Marsh Valley Canal Company	
		By George T. Hyde, President.	
		Attest: J. A. Fitts, Secretary.	

.....
 A. J. Knollin, and Cora W.
 Knollin, his wife, first part.

and

Portneuf-Marsh Valley Irrigation
 Company, a corporation, second part

and

Portneuf Marsh Valley Canal
 Company, a corporation, third part.

Agreement.

Instrument No. 29371.

Dated, July 7, 1913.

Recorded Book 1 Agreements page

238 on Aug. 16, 1913 at 1:30 PM

Acknowledged August 1, 1913 by A. J. Knollin before H. G. Kiddoo, Notary
 Public, Douglas County, Neb. Expires Aug. 6, 1915. (seal)

Acknowledged August 4, 1913 by Cora W. Knollin before M. E. Packard,
 Notary Public, Jackson County, Missouri. My term expires September
 8, 1913. (seal)

POCATELLO FILE AND TRUST
 COMPANY
 Consideration: \$1.00

Description: Whereas, the first parties are the owners of the Southeast
 quarter of Section 30 and the Northeast quarter and the North half of
 the Southeast quarter of Section 31, all in Township 6 South, Range
 39 East of the Boise Meridian in Bannock County, Idaho, and are the
 owners of a certain ditch or canal way over and across their land above
 described and also over certain additional lands in Sections 19 and 30
 of the same Township and Range; and,

Whereas, the party of the second part desires to procure the
 right to enlarge the ditch along its course and the right of way for
 ditch so enlarged over and across the lands of the first parties above
 described and the first parties are willing to grant such right of way
 for the consideration and upon the conditions hereinafter mentioned;

Now therefore this indenture witnesseth in consideration of
 the sum of One (\$1.00) Dollar cash in hand paid by the party of the
 second part to the parties of the first part the receipt of which is here
 by acknowledged, and in further consideration of the covenants and
 agreements hereinafter mentioned to be kept and performed by the party
 of the second part, and the party of the third part, the parties of
 the first part have granted, bargained, sold and conveyed and by these
 presents do grant bargain sell and convey to the party of the second
 part its successors and assigns forever the right to enlarge that cer-
 tain ditch and canal way beginning at a point on the west bank of the
 Portneuf River immediately below the dam of the Portneuf-Marsh Valley

Irrigation Company in Section 19, Township 6 South, Range 39 E. B. M., and the said ditch continuing thence in a southerly direction down the said west bank of the Portneuf River across Lot 4 said Section 19, and the Northwest quarter of said Section 30, a distance of about 2700 feet thence crossing the main channel of the said Portneuf River and continuing in an easterly direction across the Southeast quarter of the Northwest quarter and the Southwest quarter of the Northeast quarter of said Section 30 a distance of about 1800 feet; thence continuing in a southerly direction across the said Southwest quarter of the Northeast quarter of Sec. 30, and the Southeast quarter Sec. 30, and the Northeast quarter and the North half of the Southeast quarter of Section 31 of the same Township and Range a distance of about one and one-eighth mile.

The right and permission is hereby granted to the second party to enlarge the said ditch to a size of ten feet at the bottom and the right of way for the ditch so enlarged and for the construction of a new ditch from the point where it leaves the old ditch above described and runs southwesterly across the North half of the Southeast quarter of Section 31, Township 6 South Range 39 E. B. M., to the extent of a strip of land thirty-five feet wide for such right of way is hereby granted to the second party over and across the lands of the first parties above described, together with free right and permission of ingress and egress to maintain and repair the said ditch. But if said strip of land shall ever be used for any other purpose than a canal right of way it shall revert to the first parties their heirs or assigns.

The party of the second part agrees to construct its said ditch so that all waste dirt removed in the excavation thereof shall be placed on the lower bank and the parties of the second and third part expressly agree that the first parties their heirs or assigns shall have the right perpetually without charge or expense to convey through said enlarged ditch the waters of the Portneuf River to the use of which said first parties are entitled and said parties of the second and third part further agree to construct and perpetually maintain in good condition at such points as first parties may designate four head gates of sufficient size and capacity through which to divert from said ditch the said water of the first parties. The parties of the second and third part further expressly agree that they will perpetually bear all expense of the upkeep and maintenance of said ditch and head gates without cost or charge to first parties, and the parties of the second and third part hereby grant to first parties the right to install and perpetually therein maintain in the reservoir and over and across the embankment of the dam of the Portneuf Marsh Valley Irrigation Company above mentioned a certain syphon to conduct such waters as first parties own and are entitled to use from the Portneuf River to a private farm ditch at the east end of the said dam known as the "Chesterfield Farm Ditch" the said syphon to be installed so as not to impair the safety and efficiency of the said dam. Said parties of the second part and third part further expressly agree to construct and perpetually maintain in good condition three farm bridges across said canal, together with the necessary approaches thereto at such points upon said lands as the parties of

the first part may designate.

In consideration of the covenants herein made to be performed by the parties of the second and third part the first parties expressly release them and each of them their successors and assigns from any liability for any damages which may accrue to them or their lands by seepage waters from said enlarged ditch; it being understood and agreed however that said ditch shall be constructed in a workmanlike manner and thereafter kept and maintained in good and efficient condition.

In Witness Whereof, the parties hereto have set their hands and seals the day and year first above written, the parties of the second and third part by the authority of their respective Boards of Directors. Executed in triplicate.

Signed:

(Corporate seal)

(Corporate seal)

A. J. Knollin

Seal.

Cora W. Knollin

Seal.

Portneuf Marsh Valley Irrigation Company

By John Ware, Asst. Treasurer.

Portneuf Marsh Valley Canal Company

By George T. Hyde, President.

Attest: J. A. Fitts, Secretary.

Sheet No. 12.

Instrument No. 12.

GRANTOR:

William J. West and
Maud E. West

GRANTEE:

Thatcher Brothers Banking Company,
a Corporation.

Kind of Instrument, - - - - - Mortgage

Date of Instrument, - - - - - September 7, 1904

Consideration, - - - - - Six Thousand (\$6000.00) Dollars

Recorded, - - - - - September 17, 1904, at 8:42 A.M. in

Book "7" of Mortgages at page 468, Records of

Bannock County, State of Idaho.

Acknowledged before Earle C. White, a Notary Public in and for Ban-
nock County, State of Idaho, September 12, 1904. Sealed.

Witness, - - - - - Earle C. White

DESCRIPTION AND REMARKS.

The East half of the Northwest quarter and Lots 1 and 2 of Sec-
tion 31, Township 6 South, Range 39 E. B. M., containing 159.98 acres
more or less. Also the Southwest quarter of the Northeast quarter of
Section 31, Township 6 South, Range 39 E. B. M. containing 40 acres.
Also commencing at the Northwest corner of the Northwest quarter of
the Southeast quarter of Section 31, Township 6 South, Range 39 E.
B. M., thence running East 160 rods, thence South 40 rods, thence
West 160 rods thence North 40 rods to the place of beginning and
containing 40 acres. Also the East half of the Northeast quarter
of Section 31, Township 6 South, Range 39 E. B. M. and the West half
of the Southeast quarter, the Southeast quarter of the Southeast
quarter of Section 30, and the Northwest quarter of the Northeast
quarter of Section 31, Township 6 South, Range 39 E. B. M. and the
East half of the Southwest quarter and the Lots three and four of
Section 30, Township 6 South Range 39 E. B. M. containing in all
399.98 acres more or less. Together with any and all water rights,
water, canals, ditches and aqueducts used, had and enjoyed in con-
nection with the above described property.

Released - sheet 16

Sheet No. 16.

Instrument No. 16.

GRANTOR:

Thatcher Brothers Banking
Company, By H. E. Hatch,
Cashier. Corporate seal
attached.

GRANTEE:

Wm. J. West and Maud G. West

Kind of Instrument, - - - - - Release of Mortgage
Date of Instrument, - - - - - April 30, 1906.
Consideration, - - - - - Six Thousand (\$6000.) Dollars
Recorded, - - - - - May 9, 1906 at 1:30 P. M. in

Book "2" of Releases of Mortgages at page 277

Records of Bannock County, State of Idaho.

Acknowledged before George G. Hendricks, a Notary Public in and
for Cache County, Utah, April 30, 1906. Sealed

Witness, - - - - - Geo. G. Hendricks

DESCRIPTION AND REMARKS.

Fully releases, satisfies and discharges mortgage recorded in
Book "7" of Mortgages at page 468 records of Bannock County, State
of Idaho, and shown at sheet No. 12 of this abstract.

OK- sheet 12

Sheet No. 17.

Instrument No. 17.

GRANTOR:

William H. Gill, and
Christie A. Gill.

his Wife.

GRANTEE:

Maud G. West.

Kind of Instrument,----- Mortgage.

Date of Instrument,----- May 11, 1906.

Consideration,----- Seven Hundred (\$700.00) Dollars.

Recorded,----- June 20, 1906 at 2,10 P.M. in

Book "10" of Mortgages at page 521 Records of

Bannock County, State of Idaho.

Acknowledged before C.A. Higginson, a Justice of the Peace in and for
Bannock County, State of Idaho, May 29, 1906.

DESCRIPTION AND REMARKS.

✓
The Lots 3 and 4, the Southwest Quarter of the Southeast Quarter, and the Southeast Quarter of the Southwest Quarter of Section 25, Township 6 South of Range 38 East of the Boise Meridian in Idaho, containing 147.31 acres, according to the Official Plat of the Survey of said lands, returned to the General Land Office by the Surveyor General.

Together with any and all water, water rights, ditches and canals used, had and enjoyed in connection with the said lands.

This Mortgage is given for and in consideration of money advanced by the grantee herein which was used for the improvement of these lands in the construction of buildings, fencing, ditching and the cultivation of the lands and in making payments at the time of entry, and for final proof on the homestead entry embracing the above described lands.

This grant is intended as a Mortgage to secure the sum of \$700.00 due on or before 2 years.

Released by sheet No 27 ✓

49662 20-71-7
Sheet No. 27.

Instrument No. 25.

GRANTOR:
Maud G. West.

GRANTEE:
William H. Gill, and
Christie A. Gill.

Kind of Instrument,-----Marginal Release of Mortgage.

Date of Instrument,----- July 22, 1907.

Consideration,----- Full payment.

Subscribed and acknowledged before E. G. Gallet, Recorder, By W. A. Hyde, Deputy of Bannock County, State of Idaho, July 22, 1907.

DESCRIPTION AND REMARKS.

Fully satisfies, discharges and releases Mortgage recorded in Book "10" of Mortgages at page 521 Records of Bannock County, State of Idaho, and shown at Sheet No 17 of this Abstract.

OK - sheet no 17 ✓

Sheet No. 18.

Instrument No. 18.

GRANTOR:

William J. West and
Maud G. West, his wife,

GRANTEE:

The First Savings Bank of
Pocatello, a banking corporation.

Kind of Instrument, - - - - - Mortgage

Date of Instrument, - - - - - October 12, 1906.

Consideration, - - - - - Five Thousand (\$5000.00) Dollars

Recorded, - - - - - October 22, 1906 at 4:11 P. M. in

Book "7" of Mortgages at page 566 Records of

Bannock County, State of Idaho.

Acknowledged Before Thos. F. Terrell, a Notary Public in and for Ban-
nock County, Idaho, October 12, 1906, Sealed.

Witness, - - - - - Thos. F. Terrell.

DESCRIPTION AND REMARKS.

The east half of the Northwest quarter and Lots numbered one and two, of Section 31, Township 6 South of Range 39 East of Boise Meridian, containing 159.98 acres;

Also, the Southwest quarter of the Northeast quarter of Section 31, Township 6 South of Range 39 East of Boise Meridian, containing 40 acres.

Also commencing at the Northwest corner of the Northwest quarter of the Southeast quarter of Section 31, Township 6 South of Range 39 East of Boise Meridian, thence running east one hundred and sixty rods, thence south forty rods, thence west one hundred and sixty rods thence north forty rods to the place of beginning, containing forty acres.

Also, the east half of the northeast quarter of section 31, Township 6 South of Range 39 East of Boise Meridian, and the west half of the southeast quarter and the southeast quarter of the southeast quarter of section 30, and the northwest quarter of the northeast quarter of section 31, Township 6 South of Range 39 East of Boise Meridian; and the east half of the southwest quarter and lots numbered three and four of Section 30, Township 6 South of Range 39 East of Boise Meridian, containing 399.98 acres;

Sheet No. 19.

Instrument No. 18.

Also, the west half of the Southwest quarter of Section 25, and the east half of the southeast quarter of section 26, in Township 6 South of Range 38 East of Boise Meridian, containing 160 acres;

Together with all water, water rights, privileges and franchises and all dams, ditches, and other diverting and carrying works, used in connection with or appurtenant to said above described lands or any part thereof, for the irrigation of the same and for domestic and stock purposes thereon

This mortgage is given to secure the payment of one certain promissory note for \$5000.00 due nine months after date with interest at the rate of eight per cent per annum.

Released - Sheet no 28 ✓

Sheet No. 28.

Instrument No. 28.

GRANTOR:
First Savings Bank, a Corp;
by W.D.Service, Cashier.

GRANTEE:
William J. West and
Maud G. West.

Kind of Instrument,----- Marginal Release of Mortgage.

Date of Instrument,----- July 22, 1907.

Consideration,----- Full payment.

Subscribed and acknowledged before E.G. Gallet, Recorder, By W.A.
Hyde, Deputy, of Bannock County, State of Idaho, July 22, 1907.

DESCRIPTION AND REMARKS.

Fully satisfies, discharges and releases Mortgage
Recorded, in Book "7" of Mortgages at page 566 Records of
Bannock County, State of Idaho, and shown at Sheet No 18 of this
Abstract.

OK - sheet no 18

Sheet No. 20.

Instrument No. 19.

GRANTOR:

William J. West and
Maud G. West, his wife,

GRANTEE:

The First National Bank of Pocatello
a banking corporation.

Kind of Instrument, - - - - - Mortgage

Date of Instrument, - - - - - October 12, 1906.

Consideration, - - - - - Ten Thousand (\$10000) Dollars

Recorded, - - - - - October 22, 1906 at 4:12 P. M. in

Book "10" of Mortgages at page 583, Records of
Bannock County, State of Idaho.

Acknowledged before Thos. F. Terrell, a Notary Public in and for
Bannock County, Idaho, October 12, 1906. Sealed.

Witness, - - - - - Thos. F. Terrell.

DESCRIPTION AND REMARKS.

The east half of the northwest quarter and lots numbered one and two, of section 31, Township 6 South of Range 39 East of Boise Meridian, containing 159.98 acres; Also, commencing at the northwest corner of the northwest quarter of the southeast quarter of section 31, Township 6 South, of Range 39 East of Boise Meridian, thence running east one hundred and sixty rods, thence south forty rods, thence west one hundred and sixty rods, thence north forty rods to the place of beginning, containing forty acres; Also, the east half of the northeast quarter of Section 31, Township 6, South of Range 39 East of Boise Meridian, and the west half of the south east quarter of the southeast quarter of section 30, and the northwest quarter of the northeast quarter of section 31, Township 6, South of Range 39 East of Boise Meridian, and the east half of the southwest quarter, and lots numbered three and four of section 30, Township 6, South of Range 39 East of Boise Meridian, containing 399.98 acres; Also the west half of the southwest quarter of section 25, and the east half of the southeast quarter of section 26, in Township 6, South of Range 38 East of Boise Meridian, containing 160 acres;

Together with all water, water rights, water privileges and franchises, and all dams, ditches, and other diverting and carrying works used in connection with or appurtenant to said lands above

Sheet No. 21.

Instrument No. 19.

described or any part thereof, for the irrigation of the same, and for domestic and stock purposes thereon.

This mortgage is given to secure the payment of one certain promissory note for \$10,000 due nine months after date with interest at the rate of 8 per cent per annum.

✓
Released - sheet 26 ✓

Sheet No. 26.

Instrument No. 24.

GRANTOR:
First National Bank
of Pocatello, by W.D. Service,
Cash:

GRANTEE:
William J. West and
Maud G. West.

Kind of Instrument,----- Marginal Release of Mortgage.
Date of Instrument,----- July 19, 1907.
Consideration,----- Full payment.

Subscribed and acknowledged before E.G. Gallet, Recorder, By W.A.
Hyde, Deputy, Bannock County, State of Idaho, July 19, 1907.

DESCRIPTION AND REMARKS.

✓ Fully satisfies, discharges and releases Mortgage recorded
in Book "10" of Mortgages at page 583 Records of Bannock County,
State of Idaho, and shown at Sheet No 20 of this Abstract.

OK - Sheets 20 and 21 ✓

Sheet No. 31.

Instrument No. 29.

GRANTOR:
A. J. Knollin.

GRANTEE:
William J. West.

Kind of Instrument,----- Mortgage.

Date of Instrument,----- July 22, 1907.

Consideration,----- Eight Thousand Nine Hundred Forty-
one and 80/100 (\$8941.80) Dollars.

Recorded,----- July 23, 1907 at 9,51 A.M. in

Book "7" of Mortgages at page 596 Records of

Bannock County, State of Idaho.

Acknowledged before Thos F. Terrell, a Notary Public in and for

Bannock County, State of Idaho, July 22, 1907, duly sealed.

Witness,----- Thos F. Terrell.

DESCRIPTION AND REMARKS. *Released at 37-*

✓ Lots 3 and 4; and Southwest Quarter of Southeast Quarter; the Southeast Quarter of Southwest Quarter; the West half of Southwest Quarter of Section 25 and East half of Southeast Quarter of Section 26, Township 6 South of Range 38 E.B.M. and Lots 3 and 4, the East half of Southwest Quarter; the West half of Southeast Quarter; the Southeast Quarter of Southeast Quarter of Section 30; the Lots 1 and 2; the East half of Northwest Quarter and the Northeast Quarter, and North half of North half of Southeast Quarter of Section 31, in Township 6 South of Range 39 East of the Boise Meridian in Idaho, containing 947.09 acres, according to the Official Plat of the Survey of said lands, returned to the General Land Office by the Surveyor General.

Together with all water, water rights, water privileges and franchises belonging to or used with or upon said lands or any part thereof, and all ditches, dams and other works for the diversion and conveyance of such water to and upon said lands for irrigation thereof, and for domestic and stock purposes thereon.

No part of said lands are occupied or used by the mortgagor or his family as a homestead or place of residence.

This grant is intended as a Mortgage given to secure the payment of Two (2) certain promissory notes of even date herewith for the Total sum of \$8941.80

One of said notes for the sum of \$3941.80 due on or before 3 years, with interest at the rate of 6% per annum.

one note for the sum of \$5000.00 due on or before 5 years after date with interest at the rate of 6% per annum.

The said promissory notes above set out are made,executed and delivered to the said party of the second part, and are secured by this Mortgage, as the balance of the purchase money due upon the lands and premises herein described,conveyed by the party of the second part and his wife to the party of the first part,by Warranty Deed,dated and executed on the 19th day of July 1907.

RELEASE OF MORTGAGE.

Releasor, -- William J. West.
Releasee, -- A. J. Knollin.
Date, -- April 26, 1913.
Consideration, -- Full payment.
Recorded, -- April 28, 1913, 1:04 P. M. in Book "3" of
Releases, at page of the Records of
Bannock County, State of Idaho.
Acknowledged, -- Before H. E. Wasley, a Notary Public in and
for Bannock County, State of Idaho, April
26, 1913. (Seal)

DESCRIPTION AND REMARKS.

Fully satisfies, discharges and releases Mortgage recorded in
Book "7" of Mortgages, at page 596 of the Records of Bannock County,
State of Idaho, and shown on sheet number 31 of this abstract.

M O R T G A G E .

Mortgagor, -- A. J. Knollin and Cora Wells Knollin, his wife.

Mortgagee, -- Union Trust & Savings Bank, a corporation.

Date, -- April 1, 1913.

Consideration, -- Seventeen Thousand (\$17,000.00) Dollars.

Recorded, -- May 3, 1913, 1:05 P.M. in Book "17" of Mortgages, at page 165 of the Records of Bannock County, State of Idaho.

Acknowledged, -- A. J. Knollin.
Before Theo Turner, a Notary Public in and for Bannock County, State of Idaho, April 25, 1913. (Seal)

Cora Wells Knollin.
Before Elizabeth A. Buckner, a Notary Public in and for Jackson County, State of Missouri April 21, 1913. (Seal)

DESCRIPTION AND REMARKS.

Lots three (3) and four (4); the southwest quarter of the southeast quarter (SW $\frac{1}{4}$ of SE $\frac{1}{4}$) the Southeast quarter of the southwest quarter (SE $\frac{1}{4}$ of SW $\frac{1}{4}$) and the west half of the southwest quarter (W $\frac{1}{2}$ of SW $\frac{1}{4}$) of Section twenty-five (25); the East half of the southeast quarter of Section twenty-six (26) Township six (6) S. R. thirty-eight (38) E.B.M.

Lots three (3) and four (4); the east half of the southwest quarter (E $\frac{1}{2}$ of SW $\frac{1}{4}$); the west half of the southeast quarter (W $\frac{1}{2}$ of SE $\frac{1}{4}$) the southeast quarter of the southeast quarter (SE $\frac{1}{4}$ of the SE $\frac{1}{4}$) of Section Thirty (30)

Lots one (1) and two (2); the east half of the northwest quarter; (E $\frac{1}{2}$ of NW $\frac{1}{4}$); the northeast quarter (NE $\frac{1}{4}$); the north half of the north half of the southeast quarter (N $\frac{1}{2}$ of N $\frac{1}{2}$ of SE $\frac{1}{4}$) of Section thirty-one (31) Township six (6) S. Range thirty-nine (39) E. B.M. containing 947.09 acres.

The southwest quarter of the northeast quarter (SW $\frac{1}{4}$ of NE $\frac{1}{4}$) and the west half of the southeast quarter (W $\frac{1}{2}$ of SE $\frac{1}{4}$) Section twenty-nine (29) Township six (6) S. Range thirty-nine (39) E. B. M. 120 acres.

The northeast quarter of the northeast quarter ($NE\frac{1}{4}$ of $NE\frac{1}{4}$) of Section thirty-two (32) Township six (6) S. Range thirty-nine (39) E. B. M. 40 acres.

The southeast quarter of the northwest quarter ($SE\frac{1}{4}$ of $NW\frac{1}{4}$); east half of the southwest quarter ($E\frac{1}{2}$ of $SW\frac{1}{4}$); the southwest quarter of the southwest quarter ($SW\frac{1}{4}$ of $SW\frac{1}{4}$) Section twenty-nine (29) Township six (6) south range thirty-nine (39) E. B. M. --160 acres.

The northeast quarter of the southwest quarter ($NE\frac{1}{4}$ of $SW\frac{1}{4}$); the east half of the Northwest quarter ($E\frac{1}{2}$ of $NW\frac{1}{4}$) the southwest quarter of the northeast quarter ($SW\frac{1}{4}$ of $NE\frac{1}{4}$) of Section twenty-seven (27) Township six (6) S. R. Thirty-nine (39) E. The northwest quarter of the northeast quarter ($NW\frac{1}{4}$ of $NE\frac{1}{4}$) of Section twenty-seven (27) Township six (6) S. R. Thirty-nine (39) E. B. M. ---200 acres.

This grant is intended as a mortgage to secure the payment of three certain promissory notes of even date herewith for the total sum of \$17,000.00, due five years after date, with interest thereon at the rate of 10 per cent, per annum, payable annually.

Sheet #

RELEASE OF MORTGAGE

Know all Men by these Presents, That the Union Trust Company of Spokane, formerly Union Trust & Savings Bank, a corporation, does hereby certify that a certain mortgage bearing date April 1, 1913, made and executed by A.J. Knollin and Cora Wells Knollin, his wife parties of the first part therein to UNION TRUST & SAVINGS BANK, party of the second part, therein, for the sum of \$17,000.00 and filed for record in the office of the Recorder of Bannock County, State of Idaho, on the 3rd day of May 1913, and thereafter recorded in Book 17 of Mortgages of said County at page 165, together with the debt thereby secured is fully paid, satisfied and discharged.

Dated: May 17, 1921.

(Corp. Seal).

UNION TRUST COMPANY OF SPOKANE

By Frank C. Paine, As its Vice President.

Attest: H.E. Fraser, As its Secretary

Acknowledged in Spokane County, State of Wash. May 17, 1921, by Frank C. Paine and H.E. Fraser, Vice President and Secretary respectively of the above corporation, who acknowledged that such corporation executed the same, before Lyman C. Reed, a Notary Public in and for said State. (Seal). Res. Spokane Wash.

Filed: June 1, 1921 at 5:10 PM.

Recorded: Book 7 SM. 499.

Filing #84382.

Sheet #

MORTGAGE

Albert J. Knollin, sometimes known as
A. J. Knollin, and Cora W. Knollin, his
wife, parties of the first part, "Grantors"
and

Knollin-Hansen Company, a corporation
and Knollin-Black Company, a corporation
parties of the second part "Corporations"
and

Merchants Trust and Savings Bank, a
corporation, party of the third part,
hereinafter called "Trustee".

Grant, bargain, sell and convey land in Bannock County, State of Idaho,
to wit:

Lots 3 and 4 Sec. 25, Twp. 6, S. R. 38 East Boise Meridian. Lots 3 and 4,
the E $\frac{1}{2}$ SW $\frac{1}{4}$, the W $\frac{1}{2}$ SE $\frac{1}{4}$ of Sec. 30, The NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, Lots 1 and 2, the N $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$ of
Sec. 31, in Twp. 6 South, Range 39 East Boise Meridian; The E $\frac{1}{2}$ NE $\frac{1}{4}$ of Sec. 36, Twp.
6, S. R. 38 E. B. M., ALSO OTHER LANDS. Also all water, water rights etc.

This mortgage or trust deed is given to secure the payment of a bond
issue in the amount of \$150,000.00.

Revenue \$75.00.

Albert J. Knollin
Cora W. Knollin

(Corp. Seal).

Knollin-Hansen Company
By Albert J. Knollin, President
Attest: James Hansen, Secretary.

(Corp. Seal).

Knollin Black Company
By Albert J. Knollin, President
Attest: C. B. Black, Secretary.

(Corp. Seal).

Merchants Trust and Savings Bank
By George H. Prince, President.
Attest: P. E. Thayer, Assistant Secretary.

Sheet #

Acknowledged in Caribou County, State of Idaho, May 11, 1921, by James Hansen, Secretary of the above corporation Knollin-Hansen Company, who acknowledged that such corporation executed the same, before S.E. Matthews, a Notary Public in and for said State. (Seal). Res. Soda Springs, Idaho. Comm. exp. 8/2/24.

Acknowledged in Butte County, State of Idaho, May 14, 1921, by C.B. Black Secretary of the above corporation Knollin-Black Company, who acknowledged that such corporation executed the same, before O.P. Hoebel, a Notary Public in and for said State. (Seal). Res. Arco Idaho. Comm. exp. 12/23/24.

Acknowledged in Ramsey County, State of Minnesota, May 6, 1921, by George H. Prince and P.E. Thayer, President and Assistant Secretary, respectively of the above corporation Merchants Trust and Savings Bank, who acknowledged that such corporation executed the same, before Isabel R. Cool, a Notary Public in and for said State. (Seal). Res. St. Paul, Minnesota. Comm. exp. Nov. 4, 1921.

Acknowledged in Wyandotte County, State of Kansas, May 2, 1921, by Albert J. Knollin and Cora W. Knollin, his wife, before F.M. Carpenter, a Notary Public in and for said State. (Seal). Res. Kansas City, Kansas, Comm. exp. 6/27/24.

AMENDMENT

United States of America
State of Minnesota, Department of State.

I, Mike Holm, Secretary of State of the State of Minnesota do hereby certify that I have compared the annexed copy with record of the Original instrument in my office of Amendment to the Articles of Incorporation of the Merchants Trust and Savings Bank, as recorded in Book S-4 of Incorporations on page 295., and that said copy is a true and correct transcript of said instrument and the whole thereof.

In Testimony whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in Saint Paul, this 8th day of October, 1926.
(Seal). Mike Holm, Secretary of State.

Amendment to the Articles of Incorporation
of the Merchants Trust and Savings Bank

State of Minnesota
County of Ramsey, ss.

We, George H. Prince and George M. Brack, do hereby certify that George H. Prince is the President and George M. Brack is the Secretary of the Merchants Trust and Savings Bank, a corporation organized and existing under the laws of the State of Minnesota, and make this certificate for and in its behalf; that at a special meeting of the stockholders of said corporation, duly called and held for that expressly stated purpose at Saint Paul, Minnesota on the 23rd day of June 1925, at 10:30 o'clock A.M., the following resolution was offered and duly adopted by the vote of more than a majority of all the shares of capital stock of said corporation, to wit:

"Resolved, that Article 1 of the Articles of Incorporation of this bank be and the same is hereby amended so as to read as follows:

The name of the corporation hereby formed and organized is MERCHANTS TRUST COMPANY, SAINT PAUL.

.....

Dated June 23, 1925.

Witnesses 2.

George H. Prince, President.
George M. Brack, Secretary.

Acknowledged in Ramsey County, State of Minn. June 23, 1925, by George H. Prince President and George M. Brack, Secretary, of Merchants Trust and Savings Bank, the above corporation, who acknowledged the same as the deed and act of said corporation, before Marie E. Nielsen, a Notary Public in and for said County and State. (Seal). Comm. exp. Aug. 4, 1926.

Filed: Oct. 11, 1926.
Filing #126729.

Sheet #

RELEASE OF MORTGAGE

Merchants Trust Company, Saint Paul (formerly known as Merchants Trust and Savings Bank), a corporation, hereinafter called "Trustee".

Dated: Dec. 19, 1929.

Filed: Jan. 14, 1930 at 9:14 AM

to

Recorded: Book 14 SM. 566.

Albert J. Knollin, sometimes called A. J. Knollin and Cora W. Knollin, his wife, Knollin-Hansen Company, a corporation and Knollin-Black Company, a corporation.

Filing #148877.

Whereas, the parties of the second part have heretofore executed and delivered to the party of the first part, as Trustee, a certain mortgage or trust deed, bearing date April 1, 1921, for the purpose of securing the payment of \$150,000.00 face value of 7½% first mortgage bonds signed by Albert J. Knoll and Cora W. Knollin, which said mortgage or deed of trust was recorded in the office of the County Recorder in and for the County of Bannock, State of Idaho on the 16th day of May 1921, at 9:25 AM. in Book 40 of Mortgages on page 130, and also in other counties,

Whereas, all of said bonds issued under said mortgage or deed of trust have been paid by the parties of the second part and whereas the name of the Trustee, subsequent of the making of said mortgage or deed of trust and prior to the date of this instrument was changed from its former name of Merchants Trust and Savings Bank to its present name of Merchants Trust Company, Saint Paul, by the amendment of its Articles of Incorporation in the manner provided by law.

Now, therefore in consideration of the premises and the sum of \$1.00 by said parties of the second part to the said Trustee paid, the receipt of which is hereby acknowledged, the said Trustee does hereby,

1. Certify that all bonds issued under and secured by said mortgage or deed of trust have been paid.
2. Authorize the County Recorders in and for the Counties of Butte, Bannock and Caribou, State of Idaho to discharge said mortgage or deed of trust and satisfy the same of record in said Counties.

Witnesses 2. (Corp. Seal).

MERCHANTS TRUST COMPANY, SAINT PAUL, Trustee
formerly Merchants Trust and Savings Bank.
By J. D. Armstrong, Vice President.

By L. E. Dunn, Assistant Secretary.

Acknowledged in Ramsey County, State of Minnesota, Dec. 30, 1929, by J. D. Armstrong and L. E. Dunn, Vice President and Assistant Secretary respectively of the corporation that executed the foregoing instrument, who acknowledged the same to be the free act and deed of said corporation as Trustee under the mortgage or deed of trust therein referred to, before E. W. Maurer, a Notary Public in and for said County and State. (Seal).

Sheet #

MORTGAGE

Albert J. Knollin, sometimes known as
A. J. Knollin and Cora W. Knollin, his
wife, parties of the first part, "Grantors"

Dated: April 1, 1921.

Filed: May 16, 1921 at 9:26 AM.

and

Recorded: Book 40 Mtgs. 141.

Knollin-Hansen Company, a corporation and
Knollin-Black Company, a corporation, parties
of the second part "Corporations"

Filing #83951.

Cons. \$11,200.00.

and

Merchants Trust and Savings Bank, a
corporation, party of the third part,
hereinafter called "Mortgagee".

The Grantors and the said Corporations, do by these presents grant,
bargain, sell and convey to the said Mortgagee, the following described land in
Bannock County, State of Idaho, to wit:

Lots 3 and 4 Sec. 25, Twp. 6 S. R. 38 East Boise Meridian; Lots 3 and 4
and the $E\frac{1}{2}SW\frac{1}{4}$, and $W\frac{1}{2}SE\frac{1}{4}$ of Sec. 30, the $NE\frac{1}{4}$, $E\frac{1}{2}NW\frac{1}{4}$, Lots 1 and 2, the $N\frac{1}{2}N\frac{1}{2}SE\frac{1}{4}$
of Sec. 31, in Twp. 6 South, Range 39 East Boise Meridian; The $E\frac{1}{2}NE\frac{1}{4}$ of Sec. 36
Twp. 6 South Range 38 E.B.M., ALSO OTHER LANDS. Also all water, water rights e

Given to secure the payment of \$11,200.00, payable according to the
terms of one certain promissory note of even date herewith.

Subject to prior mortgage or deed of trust of even date between the
parties hereto in the sum of \$150,000.00.

Albert J. Knollin
Cora W. Knollin.

Knollin-Hansen Company
By Albert J. Knollin, President.
Attest: James Hansen, Secretary.

(Corp. Seal);

Knollin-Black Company
By Albert J. Knollin, President
Attest: C. B. Black, Secretary.

(Corp. Seal).

Sheet #

Acknowledged in Caribou County, State of Idaho, May 11, 1921, by James Hansen, Secretary of the above corporation Knollin-Hansen Company, who acknowledged that such corporation executed the same, before S.E. Matthews, a Notary Public in and for said County and State. (Seal). Res. Soda Springs Idaho.
Comm. exp. Aug. 2, 1924.

Acknowledged in Butte County, State of Idaho, May 14, 1921, by C.B. Black, Secretary of the above corporation Knollin-Black Company, who acknowledged that such corporation executed the same, before Otto P. Hoebel, a Notary Public in and for said State. (Seal). Res. Arco Idaho.
Comm. exp. 12/23/24.

Acknowledged in Wyandotte County, State of Kansas, May 2, 1921, by Albert J. Knollin and Cora W. Knollin, his wife, before F.M. Carpenter, a Notary Public in and for said County and State. (Seal). Res. Kansas City, Kansas.
Comm. exp. June 27, 1924.

Sheet #

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

Merchants Trust & Savings Bank,
a corporation, Plaintiff

CASE #5809.

vs

LIS PENDENS.

Albert J. Knollin, Cora W. Knollin,
Knollin-Hansen Company, a corporation;
Knollin-Black Company, a corporation;
First National Bank of Blackfoot, Idaho
a corporation, Columbia Trust Company
a corporation, and Arthur Curtis,
Defendants.

Filed: Sept. 14, 1922 at 9:33 AM.

Recorded: Book 2 L.P. 237.

Filing #94830.

Notice is hereby given that an action has been commenced in the District Court of the Fifth Judicial District of the State of Idaho, in and for Bannock County, by the above named plaintiff, against the above named defendants, for foreclosure of a mortgage made the 1st day of April 1921, by Albert J. Knollin Cora W. Knollin, Knollin-Hansen Company, a corporation and Knollin-Black Company a corporation, to the plaintiff herein, and recorded in the office of the County Recorder of Bannock County, State of Idaho, on the 16th day of May 1921, in Book 40 of Mortgages, at page 141 thereof, (here follows references to where recorded in other Counties), and that the premises thereby conveyed, described in said Complaint and affected by this suit, and situate in the County of Bannock, State of Idaho, are described as follows:

Lots 3 and 4 of Sec. 25, Twp. 6 South, Range 38 East Boise Meridian, Lots 3 and 4, the E $\frac{1}{2}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$ of Sec. 30, the NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, Lots 1 and 2 and the N $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$ of Sec. 31, Twp. 6 South, Range 39 East Boise Meridian; The E $\frac{1}{2}$ NE $\frac{1}{4}$ Sec. 36, Twp. 6 South, Range 38 East Boise Meridian. ALSO OTHER LANDS.

J.W. Edgerton, Attorney for Plaintiff,
Residence and P.O. Address, Pocatello Idaho.

Sheet #

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

Merchants Trust & Savings Bank,
a corporation, Plaintiff

CASE #5809.

COMPLAINT.

vs

Filed: Sept. 12, 1922.

Albert J. Knollin, Cora W. Knollin, Knollin-Hansen Company, a corporation; Knollin-Black Company, a corporation, First National Bank of Blackfoot, Idaho, a corporation, Columbia Trust Company, a corporation, and Arthur Curtis, Defendants.

Plaintiff for a cause of action against the defendants complains and alleges:

1. That the plaintiff is now and during all the times herein mentioned has been a corporation duly organized and existing under and by virtue of the laws of Minnesota, having its principal place of business in St. Paul, Ramsey County thereof and is now and during all times herein mentioned has been doing business in the State of Idaho, having complied with all of the requirements of the constitution and the Statutes of the State of Idaho, relative to foreign corporations doing business in said State.

11. That the defendants Albert J. Knollin and Cora W. Knollin, are now and during all the times herein mentioned, have been husband and wife; that the defendants Knollin-Hansen Company is a corporation organized and existing under and by virtue of the laws of the State of Idaho, with its principal place of business in Pocatello, Idaho; That the defendants Knollin-Black Company is a corporation organized and existing under and by virtue of the laws of the State of Idaho having its principal place of business at Pocatello Idaho. That the defendants the First National Bank of Blackfoot, Idaho, is a corporation organized and existing under and by virtue of an act of Congress, known as the National Bank Act, with its principal place of business in Blackfoot, Idaho. the defendants the Columbia Trust Company, is a corporation organized and existing under and by virtue of the laws of the State of Utah, with its principal place of business in Salt Lake City, therein.

111. That the above named defendants Albert J. Knollin and Cora W. Knollin, on the 1st day of April, 1921, for a valuable consideration, duly made, executed and delivered to the plaintiff above named, their certain promissory note in writing bearing date of that day, which said promissory note is in the words and figures following, to wit:

15-9

Sheet #

Note for \$11,200.00, dated April 1, 1921 due in installments of \$2240.00 per year beginning April 1, 1922 to April 1, 1926, interest at $7\frac{1}{2}\%$ per annum.
Signed by Albert J. Knollin and Cora W. Knollin.

IV. That at the time of the execution and delivery of the said promissory note, internal revenue stamps of the United States in the amount required by law were affixed to said note, and were duly cancelled.

V. That said defendants Albert J. Knollin and Cora W. Knollin; The Knollin-Hansen Company, a corporation; The Knollin-Black Company, a corporation, to secure the payment of said principal sum and the interest thereon, as mentioned in said promissory note, according to the tenor thereof, did on the said 1st day of April, 1921, make, execute and deliver to the plaintiff herein their certain real estate mortgage, bearing date April 1st, 1921, and conditioned for the payment of \$11,200.00, with interest thereon at the time, at the rate and in the manner specified in said mortgage, and in said promissory note, and according to the conditions thereof; Which said mortgage was acknowledged and certified to so as to entitle it to record, and that the same was thereafter, recorded in the Recorders office of Bannock County, Butte County and Caribou County as follows: In Bannock County on May 16, 1921, in Book 40 of Mortgages, on page 141 thereof..... and ever since such recording it has been and now is a valid subsisting mortgage lien upon the lands and premises covered thereby, and that a copy of said mortgage, with the endorsements thereon, is hereto attached, marked "Exhibit A" and by this specific reference herein incorporated and made a part of this complaint.

VI. That said mortgage provides it is subject only to a prior mortgage or trust deed, hereinafter designated as first mortgage, of even date therewith, between the parties hereto, and further provides that if the said mortgagors failed to pay the taxes on the lands described in said mortgage, before the same becomes delinquent, or fails to pay when due the principal and interest on the bonds secured by said first mortgage, or fails to pay when due, any of the installments on the promissory note first above mentioned, the whole of said mortgage shall become due and payable at once, and that the Plaintiff herein be then authorized to foreclose said mortgage.

VII. That said mortgage provides that if the mortgagors fail to pay the taxes assessed and levied against said land before they become delinquent, or fail to pay when due the principal or interest on the bonds issued under and secured by said first mortgagee, the mortgagee, its successors or assigns may pay said taxes and defaulted installments on principal and interest on said bonds, and the sum or sums of money which may be so paid and all costs and expenses incurred in connection therewith, together with interest from the time of payment at the rate of $7\frac{1}{2}\%$ per cent per annum, shall be deemed and are declared to be an additional lien upon the said premises, and a part of the debt secured by this mortgage

That the defendants failed and neglected to pay the 1921 taxes assessed and levied against the land and premises, described in said mortgage, and this plaintiff was obligated to pay, and did pay on the 1st day of Sept. 1922, to the tax collectors of Bannock, Butte and Caribou Counties, Idaho, the said delinquent 1921 taxes, amounting to the sum of \$8,391.16, no part of which has been prepaid to this plaintiff, and that said sum, together with interest thereon at the rate of 7½ per cent per annum, from September 1st, is now due owing and unpaid from said defendants; That the said defendants failed and neglected to pay interest on the bonds issued under and secured by said first mortgage when same became due and payable, and the plaintiff was obligated to pay, and did pay the interest on said bonds as follows: \$3661.96 on October 1, 1921, and \$5,625.00 on April 1, 1922, no part of which has been repaid, and the same is now due, owing and unpaid from the defendants to this plaintiff, together with interest thereon at the rate of 7½ per cent per annum from date of payment of the respective amounts; That the said defendants wholly failed and neglected to pay an installment of \$2240.00, due on said promissory note on April 1st, 1922, and that the plaintiff herein by reason of defaults of said defendants, hereby exercises the privilege given it to by said mortgage, and does hereby declare the whole sum of principal and interest on said promissory note, and the whole sum paid by the plaintiff as taxes, assessed and levied against said land, and the whole sum of interest paid by plaintiff as interest on bonds secured by said first mortgage to be due and payable, and does hereby elect to foreclose said mortgage

IX. That the foreclosure of said mortgage it was necessary to have the abstract of title to said premises continued for which the plaintiff was obligated to pay, and has paid the sum of \$60.00, no part of which has been repaid to this plaintiff.

X. That it is provided in said mortgage that the said mortgagors shall pay, in the event of foreclosure, and in addition to other costs the maximum sum permitted by law, as attorneys fee, for such foreclosure, and that the sum of \$2950.00 is a minimum and reasonable sum, and the amount agreed upon between the plaintiff and its attorney.

XI. That there is now due, owing and unpaid from the defendants to the plaintiff the sum of \$11,200.00, together with interest thereon at the rate of 7½ per cent per annum from April 1st, 1921; for \$8,391.16, delinquent taxes together with interest at the rate of 7½ per cent per annum from Sept. 1, 1922; for the sum of \$9,286.96, interest on bonds issued under and secured by said first mortgage, with interest at the rate of 7½ per cent per annum; on \$3,661.96 of such amount from Oct. 1st, 1921, and interest at the same rate on \$5625.00 of said amount from April 1st, 1922; for \$60.00 abstract charges, and that said sums are all secured by the said mortgage.

XII. That the defendants, The First National Bank of Blackfoot, Idaho, a corporation, The Columbia Trust Company, a corporation, and Arthur Curtis, have or claim to have some interest in or to said premises or some part thereof, adverse to this plaintiff, but that if the interest of any of said defendants and each of them, are subordinate and inferior to the lien of plaintiffs said mortgage.

Sheet #

XIII. That the plaintiff is now the legal holder and owner of said note and other claims, and the said mortgage.

WHEREFORE Plaintiff demands judgment against the defendants as follows:

1. For personal judgment the defendants Albert J. Knollin and Cora W. Knollin, Knollin-Hansen Company, a corporation; Knollin-Black Company, a corporation for the sum of \$11,200.00, with interest at the rate of 7½ per cent per annum from April 1st, 1921; for \$8,391.16 delinquent taxes, with interest at the rate of 7½ per cent per annum from Sept. 1, 1922; for the sum of \$9286.96 interest on bonds issued under and secured by first mortgage, with interest on \$3661.96 of said amount at the rate of 7½ percent per annum from Oct. 1st, 1921, and interest at the same rate upon \$5625.00 of said amount from April 1st, 1922, for the sum of \$60.00 abstract charges; for the sum of \$2950.00 attorneys fees, for the costs of suit, and for such other and further relief as may be just and equitable.

2. That the usual decree may be made for the sale of said premises described in said mortgage, or so much thereof as may be necessary to satisfy plaintiffs demand, with attorneys fees, all costs and costs of sale by sheriff of said Counties, according to law and practice of this court, that the proceeds of said sale may be applied to the payment of the amount due this plaintiff, and that said mortgage be adjudged and decreed to be a valid mortgage lien on said premises, against the lien or claims of any parties to this action, and that the defendants A. J. Knollin and Cora W. Knollin, Knollin-Hansen Company, a corporation, and Knollin-Black Company, a corporation, and all persons claiming under them or any of them subject to the execution of said mortgage upon said premises either as purchasers, mortgagees, incumbrancers or otherwise may be barred of foreclosure of all right, claim or equity of redemption in said premises and every part thereof, and that this plaintiff have judgment and execution against the defendants A. J. Knollin, Cora W. Knollin, Knollin-Hansen Company, a corporation, and Knollin-Black Company, a corporation for any deficiency, which may remain after applying all of the proceeds of sale of said premises, properly applicable to the satisfaction of said judgment.

3. That the plaintiff or any party to this action may become the purchaser at said sale. That the sheriff execute a deed to the purchaser, and that the purchaser be let into possession of said premises, and that the plaintiff have such other and further relief as may be just and equitable.

J. W. Edgerton, Attorney for Plaintiff,
Res. Pocatello Idaho.

State of Idaho
County of Bannock, ss.

J. E. Edgerton, being first duly sworn deposes and says, he is the duly authorized and acting agent for the plaintiff corporation, in the above entitled action; that he has read the foregoing complaint, knows the contents thereof, and that he believes the facts therein stated to be true.

J. E. Edgerton.

Subscribed and sworn to before me this 12th day of Sept. 1922.

J. W. Edgerton, Notary Public for Idaho.

Res. Pocatello Idaho. (Seal).

(Attached hereto is copy of
mortgage referred to)

SUMMONS.

Filed: Oct. 3, 1922.

The State of Idaho sends Greetings to Albert J. Knollin, Cora W. Knollin, Knollin-Hansen Company, a corporation, Knollin-Black Company, a corporation, First National Bank of Blackfoot, Idaho, a corporation, Columbia Trust Company a corporation and Arthur Curtis, the abovenamed defendants.

You are hereby Notified, That a complaint has been filed against you in the District Court of the 5th Judicial District of the State of Idaho, in and for the County of Bannock by the above named plaintiff, and you are hereby directed to appear and answer the said complaint within twenty days of the service of this Summons if served within said Judicial District, and within forty days if served elsewhere, and you are further notified that unless you so appear and answer said complaint within the time herein specified, the plaintiff will take judgment against you as prayed in said complaint.

Witness my hand and the seal of said District Court, this 12th day of Sept. 1922.

R.C. Earley, Clerk

By L. Spongberg, Deputy (Seal).

RETURN

Office of the Sheriff of
the County of Bannock, State of Idaho.

I hereby certify that I have received the within summons on the 21st day of Sept. 1922, and on the 21st day of Sept. 1922, served the same on L.C. Collins, Cashier First Nat. Bank of Blackfoot, Ida, being the defendant named in said summons, by delivery to and leaving with said defendant, personally in the County of Bingham, State of Idaho, copy of said summons, and a true and correct copy of the complaint in the action of said summons, attached to said copy of summons.

Dated this 21st day of Sept. 1922.

R.H. Simmons, Sheriff

By Jas. E. Burnett, Deputy Sheriff.

RETURN

Office of the Sheriff
Bannock County, Idaho, ss.

I hereby certify that I received the within summons on the 12th day of Sept. 1922, and on the 12th day of Sept. 1922, I personally served the same on A. J. Knollin, Knollin-Hansen Co., a corporation and Knollin-Black Co., a corporation being the defendants named in the said summons, by delivering to A. J. Knollin A. J. Knollin, as President of the Knollin-Hansen Co., a corporation and A. J. Knollin as President of the Knollin-Black Co., a corporation the said defendant personally in the County of Bannock, State of Idaho, a copy of said summons, and a true and correct copy of the complaint in the action of said summons, attached to the copy of said summons.

Dated this Sept. 12, 1922.

Geo. E. Mabey, Sheriff

By F. R. Chesnut, Deputy.

Sheet #

RETURN

Office of Sheriff
Bannock County, Idaho, ss.

I hereby certify that I received the within summons on the 25th day of Sept. 1922 and on the 27th day of Sept. 1922, I personally served the same on Arthur Curtis, being the defendant, named in the said summons, by delivering to Arthur Curtis the said defendant, personally in the County of Bannock, State of Idaho, a copy of said summons, and a true and correct copy of the complaint in the action of said summons, attached to the copy of said summons.

Dated this 27 day of Sept. 1922.

Geo. E. Mabey, Sheriff
By Guy Nelson, Deputy.

RETURN

State of Utah
County of Salt Lake, ss.

Frank M. Mathews being duly sworn on oath deposes and says that he is a citizen of the United States over the age of 21 years; a Deputy Sheriff of Salt Lake County, Utah, and not a party to nor interested in the within entitled action. That he received the within and hereto annexed Summons on the 19th day of Sept. 1922, and served the same upon the Columbia Trust Company, a corporation the within named Defendant, by delivering to and leaving with R. W. Burton, Vice President and Cashier of said Corporation, a true copy of said Summons together with a copy of the Complaint referred to in said Summons, in Salt Lake City, Utah, on the 19th day of Sept. 1922.

Dated at Salt Lake City, Utah, this 20th day of Sept. 1922.

Frank M. Mathews
Subscribed and sworn to before me this 20th day of Sept. 1922.
Hazel T. Chase, Notary Public, Res. Salt Lake
City, Utah. (Seal).

AFFIDAVIT FOR ORDER FOR SERVICE OF SUMMONS
OUTSIDE OF THE STATE.

Filed: Sept. 20, 1922.

State of Idaho
County of Bannock, ss.

J. W. Edgerton, being first duly sworn deposes and says that he is attorney for plaintiff in the above entitled action, that the Columbia Trust Company a corporation, one of the defendants in said actions, is located in Salt Lake City Utah, Salt Lake County, and that service of summons cannot be made upon it with in this State, and prays that an order be made for the service of summons outside of this State.

J. W. Edgerton.

Subscribed and sworn to before me this 18th day of Sept. 1922.

Seal). J. E. Edgerton, Notary Public, Res. Pocatello Idaho.

Sheet #

ORDER FOR SERVICE OF SUMMONS
OUTSIDE OF STATE.

Filed: Sept. 20, 1922.

It satisfactorily appearing from the affidavit of J.W. Edgerton, attorney for plaintiff herein, that the defendant the Columbia Trust Company, a corporation, is located, and has its present place of business in Salt Lake City, Salt Lake County, Utah, and outside of the State of Idaho, and it,

Further appearing from the verified complaint on file herein that a cause of action exists against the said defendants and that it is a necessary and proper party to this action,

It is therefore Ordered, that personal service of summons in said cause may be made outside of this State, in lieu of publication thereof.

Witness my hand and the seal of said Court, this 19 sept of Sept. 1922.

R.C. Earley, Clerk District Court. (Seal).
By L. Spongberg, Deputy.

DEMURRER

Filed: Oct. 5, 1922.

Demurrer of Defendants, Albert J. Knollin, Cora W. Knollin, Knollin-Hansen Company, a corporation, and Knollin-Black Company, a corporation.

ORDER.

Filed: Oct. 25, 1922.

Order that defendants Albert J. Knollin, Cora W. Knollin, Knollin-Hansen Company, a corporation and Knollin-Black Company, a corporation may have up to and including Dec. 1st, 1922 to file and serve their answer, instead of Oct. 26, 1922.

CLERK'S DEFAULT

Filed: Dec. 2, 1922.

IN THIS ACTION the Defendants Albert J. Knollin, Cora W. Knollin, Knollin-Hansen Company, a corporation, Knollin-Black Company, a corporation, First National Bank of Blackfoot, Idaho, a corporation, Columbia Trust Company, a corporation, and Arthur Curtis, having been regularly served with process, and have failed to appear and answer the Plaintiffs Complaint on file herein, and the time allowed by law for answering having expired, the default of said Defendants Albert J. Knollin, Cora W. Knollin, Knollin-Hansen Company, a corporation, Knollin-Black Company, a corporation, First National Bank of Blackfoot, Idaho, a corporation, Columbia Trust Company, a corporation, and Arthur Curtis, in the premises is hereby duly entered according to law.

Attest my hand and seal of said Court, this 2 day of Dec. 1922.

R.C. Earley, Clerk, By L. Spongberg, Deputy (Seal).

Sheet #

DECREE OF FORECLOSURE OF MORTGAGE.

Filed: Dec. 20, 1922.
Recorded: Book 6 Jdms. 150.

This cause came regularly on to be heard in open court this 20th day of Dec. 1922, J.W. Edgerton, Esq., appearing for plaintiff, and defendants failing to appear in person or by counsel, and the default of all the defendants having been duly entered.

The court, having heard all the evidence and proofs produced herein and duly considered the same, and being fully advised in the premises, and it appearing therefrom to the satisfaction of the court that there is now due the plaintiff from the defendant, Albert J. Knollin, for principal and interest upon the debt and mortgage mentioned and set forth in the complaint the sum of \$31,146. which sum is to draw and bearing interest at the rate of 7% per annum besides the sum of \$2950.00 allowed by the court and adjudged a reasonable sum to be allowed as attorneys fees in this action, together with the costs hereof, taxed in the sum of \$19.70; that a notice of the pendency of this action in due form was filed in the office of the County Recorder of Bannock County on the 12th day of Sept. 1922; and that a notice of the pendency of this action in due form was filed in the office of the County Recorder of Caribou County on the 14th day of Sept. 1922, and that a notice of the pendency of this action in due form was filed in the office of the County Recorder of Butte County on the 14th day of Sept. 1922, and that all the allegations of the plaintiffs said complaint are true, and finding of fact and conclusions of law having been duly waived,

Now, on motion of J.W. Edgerton, of counsel for plaintiff.

IT IS ADJUDGED AND DECREED that all and singular the mortgaged premises mentioned in the said complaint and hereinafter described, or so much thereof may be sufficient to raise the amount due to the plaintiff for the principal and interest, and costs of this suit and expenses of sale, and which may be sold separately without material injury to the parties interested, be sold at public auction by the Sheriff of the County of Bannock in the manner prescribed by law and according to the course and practice of this court, and that the sheriff, after the time allowed by law for redemption has expired, execute a deed to the purchaser or purchasers of the mortgaged premises on the said sale.

That the said Sheriff, out of the proceeds of said sale, retain his fees, disbursements and commissions on said sale and pay to the plaintiff out of said proceeds the sum of \$34,176.46, the amount so found due as aforesaid, including costs, together with interest thereon at the rate of 7 per cent per annum from date of this decree, or so much thereof as the said proceeds of sale will pay of the same.

That the defendant, Albert J. Knollin, and all persons claiming or to claim from or under him, and all persons having liens subsequent to said mortgage by judgment or decree upon the land and premises described in said mortgage,

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and their personal representatives, and all persons having any lien or claim by or under such subsequent judgment or decree, and their heirs or personal representatives, and all persons claiming to have acquired any estate or interest in said premises subsequent to the filing of said notice of the pendency of this action with the Recorder, as aforesaid, be forever barred and foreclosed of and from all equity of redemption and claim of, in and to said mortgaged premises, and every part and parcel thereof, from and after the delivery of said Sheriff's deed.

AND IT IS FURTHER ADJUDGED AND DECREED that the purchaser or purchaser of such mortgaged premises at such sale be let into possession thereof, and that any of the parties to this action who may be in possession of said premises, or any part thereof, and any person, who since the commencement of this action has come into possession under them or either of them, deliver possession thereof to such purchaser or purchasers, on production of the Sheriff's Deed for such premises or any part thereof.

It is further Adjudged and Decreed that if the moneys arising from the said sale shall be insufficient to pay the amount so found due to the plaintiff as above stated, with interest and costs and expenses of sale, as aforesaid, the sheriff shall specify the amount of such deficiency and balance due to the plaintiff in his return of said sale, and that on the coming in and filing of said return the Clerk of this court docket a judgment for such balance against the defendant, Albert J. Knollin, and that the said defendant pay to the said plaintiff the amount of such deficiency and judgment with interest thereon, at the rate of seven per cent per annum from the date of said last mentioned return and judgment, and that the plaintiff have execution therefor.

The lands and premises directed to be sold by this decree are situated lying and being in the County of Bannock, Butte and Caribou, State of Idaho, bounded and particularly described as follows, to-wit:

(A) All those tracts or parcels of land lying and being in the County of Bannock and State of Idaho, more particularly described as follows, to-wit:

Lots 3 and 4 Sec. 25, Twp. 6 South, Range 38 East of Boise Meridian, Lots 3 and 4, E $\frac{1}{2}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$ of Sec. 30, the NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$ and Lots 1 and 2, and N $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$ of Sec. 31, in Township 6 South, Range 39 East of Boise Meridian. And E $\frac{1}{2}$ NE $\frac{1}{4}$ Sec. 36, Twp. 6 South, Range 38 East Boise Meridian. ALSO OTHER LANDS.

Also lands in other counties.

All water, water rights, dams, ditches, aqueducts, reservoirs, later appropriations and appurtenances upon, leading to, connected with, appertain or belonging to, or had and enjoyed in connection with the premises described in the preceding paragraphs, A.B. and C, or any part thereof, whether represent

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by actual individual ownership of the said Grantors and Corporations, or either of them, by contracts or by shares in any ditch or any company owning, controlling or furnishing water for irrigation purposes to said premises, or for use in connection therewith as well as any and all such water, water rights, dams, ditches, aqueducts, reservoirs, laterals, appropriations and franchises as may be hereafter acquired by said Grantors or said corporations for said purposes.

Done in open court this 20th day of December, 1922.

O.R. Baum, District Judge.

EXECUTION IN FORECLOSURE

Filed: Mar. 29, 1923.

ORDER OF SALE ON FORECLOSURE OF MORTGAGE

The People of the State of Idaho to the Sheriff of the County of Bannock Greeting.

Whereas, on the 20th day of December, 1922, Merchants Trust and Savings Bank, a corporation, the above named plaintiff, recovered a judgment and decree in the District Court of the County of Bannock, State aforesaid, against Alber J. Knollin, Cora W. Knollin, Knollin-Hansen Company, a corporation, Knollin-Black Company, a corporation, First National Bank of Blackfoot, Idaho, a corporation, Columbia Trust Company, a corporation, and Arthur Curtis, the defendants, in an action wherein the said Merchants Trust and Savings Bank was plaintiff and the said Albert J. Knollin, Cora W. Knollin, Knollin-Hansen Company, a corporation, Knollin-Black Company, a corporation, First National Bank of Blackfoot, Idaho, a corporation, Columbia Trust Company, a corporation, and Arthur Curtis, defendants, which said judgment and decree was, on the 20th day of December, 1922, recorded in judgment Book 6 of said court, at page 150, and the roll filed, and judgment and decree docketed in the clerk's office thereof, and in and by which said judgment and decree it is ordered, adjudged and decreed that the lands and premises mentioned and described in the said judgment and decree be sold at public auction, as in said judgment and decree particularly set out.

Now, therefore you, the said Sheriff, are hereby commanded and require to proceed to give notice for sale, and to sell the premises described in said judgment and decree, a copy of which is hereto annexed and made a part hereof, and apply the proceeds of said sale as in said judgment and decree directed, and to make and file your report of such sale with the clerk of this court within sixty days from the date of your receipt hereof, and to do all things according to the terms and requirements of said judgment and decree and the provisions of the statute in such case made and provided.

Witness my hand this 20 day of Dec. 1922.

R.C. Earley, Clerk District Court,
By L. Sponberg, Deputy (Seal).

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(Attached to Order of Sale on Foreclosure of Mortgage is copy of DECREE OF FORECLOSURE OF MORTGAGE as heretofore shown in full).

ORDER OF SALE ON FORECLOSURE OF MORTGAGE. Issued Feb.26,1923.
(Heretofore shown in full).

Copy of DECREE OF FORECLOSURE OF MORTGAGE as heretofore shown in full, attached.

SHERIFF'S RETURN

State of Idaho
County of Bannock, ss.

I, H.W.Henderson, Sheriff of the County of Bannock do hereby certify that by virtue and in pursuance of the annexed order of sale and decree of foreclosure of sale, I advertised the property described as follows, to wit:

(A) All those tracts or parcels of land lying and being in the County of Bannock and State of Idaho, more particularly described as follows, to wit:

Lots 3 and 4 Sec.25, Twp.6 South Range 38 East Boise Meridian; Lots 3 and 4, the E $\frac{1}{2}$ SW $\frac{1}{4}$ and W $\frac{1}{2}$ SE $\frac{1}{4}$ of Sec.30, the NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$ Lots 1 and 2, and N $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$ of Sec.31, Township 6 South Range 39 East Boise Meridian, E $\frac{1}{2}$ NE $\frac{1}{4}$ Sec.36, Twp. 6 South, Range 38 East Boise Meridian. ALSO OTHER LANDS.

Also lands in Butte and Caribou Counties, Idaho,

be sold by me in front of the Courthouse door in the City of Pocatello, County of Bannock, on the 27th day of March 1923, at 10:00 o'clock A.M. that previous to said sale I posted written notices particularly describing the property, for 20 days in three public places of the precinct where the property is situated, in Bannock, Caribou and Butte Counties, and also where the property was to be sold, and also caused due and legal notices thereof to be published once a week for the same period preceding said sale in the Pocatello Tribune, a daily newspaper published in the County of Bannock, and that on the 27th day of March, 1923, the day on which said premises were so advertised to be sold as aforesaid, I attended at the time and place fixed for said sale and exposed the said property for sale in 59 parcels, at public auction according to law to the highest bidder for cash, and the Merchants Trust and Savings Bank, a corporation, the plaintiff in said foreclosure proceeding being the highest bidder therefor, the said premises were struck off by me to said Merchants Trust and Savings Bank, for the various sums of money hereinafter set forth, and that said sums include the proportionate amount of interest on judgment from date of entry to date of sale and a proportionate amount of costs and accruing costs; that the legal description of the 59 parcels with the purchase price are as follows, to wit:

Land in Butte and Caribou Counties, Idaho.

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IN BANNOCK COUNTY

West Ranch, Home place. Lots 3 and 4 Sec.25, Twp.6, S.R.38, E.B.M.,
SW $\frac{1}{4}$ Sec.30, Lots 19 and 20 Sec.25, Twp.6, S.R.39 E.B.M. 240 acres \$1727.04.
West Ranch No.1. W $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec.30, Twp.6, S.R.39 E.B.M., 120 acres \$\$493.44
West Ranch No.3. NE $\frac{1}{4}$, N $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$ Sec.31, Twp.6, S.R.39 E.B.M., 199.80 acres,
\$616.80.
West Ranch No.2. Lots 17 and 18 and NW $\frac{1}{4}$ Sec.31, Twp.6, S.R.39,
E.B.M. and E $\frac{1}{2}$ NE $\frac{1}{4}$ Sec.36, Twp.6, S.R.39 E.B.M., 240 acres \$781.28.

.....

Said sale was made subject to a trust deed to the above described land
to secure the payment of \$150,000.00.

That I delivered to said purchaser a certificate of sale, and filed a
duplicate thereof in the office of the County Recorder of Bannock, Caribou and
butte Counties.

And I further certify that the Merchants Trust and Savings Bank the
purchaser paid the sum of \$314.10 my fees, commission and expenses the receipt
of which is hereby acknowledged; that the purchase of said property having been
made by the plaintiff in the action of foreclosure the judgment is fully
satisfied.

Dated the 29th day of March, 1923.

H.W.Henderson, Sheriff in and for Bannock
County, Idaho,
By R.A.Palmer, Deputy.

PROOF OF PUBLICATION of Notice
of Sheriff's Sale.

Filed: Apr. 5, 1923.

State of Idaho
County of Bannock, ss.

Marie V. Holmes, being first duly sworn, deposes and says that she is
the principal Clerk of the Tribune Co., Ltd, publisher of THE POCATELLO TRIBUNE
a weekly newspaper published at Pocatello, Bannock County in the State of Idaho.
That the publication, a true copy of which is hereto attached, was published
in the weekly edition for four consecutive issues, first publication having

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(D) All water, water rights, dams, ditches, aqueducts, reservoirs, lateral appropriations and appurtenances upon, leading to, connected with, appertaining or belonging to, or had and enjoyed in connection with the premises described in the preceding paragraphs, A. B. and C or any part thereof whether represent by actual individual ownership of the said Grantors and corporations or either of them, by contracts or by shares in any ditch or other company owning, controlling or furnishing water for irrigation purposes to said premises, or for use in connection therewith as well as any and all such water, water rights, dams, ditches, aqueducts, reservoirs, laterals, appropriations and franchises as may hereafter acquired by said Grantors or said corporations for said purposes.

Public Notice, is hereby given that on the 27th day of March 1923 at the hour of 10 o'clock A.M (Mountain Time) of said day, at the front door of Court House of the County of Bannock, State of Idaho, I will, in obedience to said order of sale and Decree of Foreclosure sell the above described property to satisfy plaintiffs decree with interest thereon, together with all costs that have accrued or may accrue, to the highest bidder for cash, lawful money of the United States.

Dated this 26th day of February 1923.

H.W.Henderson, Sheriff
By R.A.Palmer, Deputy.

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been made on the 4th day of March 1923, and the last publication having been made on the 25th day of March 1923, and days have intervened between the first and the last publication of said publication attached hereto.

That said paper has been continuously and uninterruptedly published in said county during a period of seventy eight consecutive weeks prior to the first publication of said notice or advertisement, and is a newspaper within the meaning of the laws of Idaho.

Marie V. Holmes.

Subscribed and sworn to before me this 27th day of March 1923.
(Seal). Lorenzo D. Brown, Notary Public, Res. Pocatello Ida.

NEWSPAPER CLIPPING ATTACHED

NOTICE OF SHERIFFS SALE

Notice of Sheriffs Sale of Real Estate Under Decree of Foreclosure and Order of Sale.

Merchants Trust and Savings Bank,
a corporation, Plaintiff

vs

Albert J. Knollin, Cora W. Knollin, Knollin-Hansen Company, a corporation, Knollin Black Company, a corporation, First National Bank of Blackfoot, Idaho, a corporation, and Arthur Curtis, Defendants.

Under and by virtue of an Order of Sale and Decree of Foreclosure, issued out of the District Court of the Fifth Judicial District of the State of Idaho, in and for Bannock County, dated the 20th day of December, 1922, in the above entitled action, wherein Merchants Trust and Savings Bank, a corporation, plaintiff obtained a decree against Albert J. Knollin, Cora W. Knollin, Knollin-Hansen Company, a corporation, Knollin-Black Company, a corporation, First National Bank of Blackfoot, Idaho, a corporation, Columbia Trust Company, a corporation, and Arthur Curtis, Defendants, on the 20th day of Dec. 1922, which said decree was on the said 20th day of Dec. 1922, recorded in Judgment Book 6 of said District Court, at page 150, I am commanded to sell all the certain lot, piece or parcel of land situated in the Counties of Bannock, Butte and Caribou, State of Idaho, and bounded and described as follows, to wit:

(A) All those tracts or parcels of land lying and being in the County of Bannock and State of Idaho, more particularly described as follows, to wit:

Lots 3 and 4 Sec. 25, Twp. 6 South, Range 38 East Boise Meridian; Lots 3 and 4 and the E $\frac{1}{2}$ SW $\frac{1}{4}$ and W $\frac{1}{2}$ SE $\frac{1}{4}$ of Sec. 30, the NE $\frac{1}{4}$, the E $\frac{1}{2}$ NW $\frac{1}{4}$ and Lots 1 and 2, and N $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$ of Sec. 31, in Township 6 South, Range 39 East of Boise Meridian. And E $\frac{1}{2}$ NE $\frac{1}{4}$ of Sec. 36, Twp. 6 South, Range 38 East Boise Meridian. Also Other lands

Also lands in other Counties.

CERTIFICATE OF SALE ON FORECLOSURE

Under and by virtue of a decree of foreclosure, rendered in and by the District Court of the Fifth Judicial District of the State of Idaho, in and for Bannock County, in the action wherein Merchants Trust and Savings Bank, a corporation, is plaintiff, vs Albert J. Knollin, Cora W. Knollin, Knollin-Hansen Company, a corporation, Knollin-Black Company, a corporation, First National Bank of Blackfoot, Idaho, a corporation; Columbia Trust Company, a corporation, and Arthur Curtis, were defendants, on the 20th day of December, 1922, and entered on the 20th day of December, 1922, and under the authority of an order of sale thereon duly issued out of said court reciting the material parts of said decree a copy of which was attached to said order of sale, attested on the 26th day of February 1923, and to me as such Sheriff duly directed and delivered, whereby I was commanded to execute the said decree by making a sale of the real estate in said decree and hereinafter particularly described according to law, and to apply the proceeds of said sale in conformity with said decree toward the satisfaction of said decree in said action, amounting to the sum of \$34,176.46, dollars, lawful money of the United States, with interest and costs of sale. I duly levied on, and on the 27th day of March, 1923, at 10:00 o'clock A.M., of said day, at the front door of the county court house in the City of Pocatello, County of Bannock, State of Idaho, I duly sold at public auction in 59 parcels or lots, according to law, and after due and legal notice, the said real estate in said decree and hereinafter described (subject to a trust deed to secure the payment of \$150,000.00) to Merchants Trust and Savings Bank, a corporation, the said judgment creditor, who made the highest and best bid therefor at such sale for the sum of \$35,136.17, being the amount due on said day on the said judgment including costs of sale, which was the whole sum paid by it for the real estate in said decree described by parcels with the amounts paid therefor as follows, to wit:

IN BANNOCK COUNTY, IDAHO.

Vest Ranch-Home Place, Lots 3 and 4, Sec. 25, Twp. 6, S. R. 38, Lots 19 and 20 Sec. 25, Twp. 6, S. R. 39, SW $\frac{1}{4}$ Sec. 30, Twp. 6 S. R. 39 E. B. M. 240 acres, \$1727.04.
 Vest Ranch No. 1, W $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 30, Twp. 6, S. R. 39 E. B. M. 120 acres \$493.44.
 Vest Ranch No. 2, Lots 17 and 18 and NW $\frac{1}{4}$ of Sec. 31, Twp. 6, S. R. 39, E. B. M., and E $\frac{1}{2}$ NE $\frac{1}{4}$ Sec. 36, Twp. 6, S. R. 39 E. B. M., 240 acres, \$781.28.
 Vest Ranch No. 3, NE $\frac{1}{4}$, N $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 31, Twp. 6, S. R. 39 E. B. M. 199.80 acres \$616.80.
 Also other lands.

Together with all and singular the tenements, hereditaments, water and water rights, ditch and ditch rights and appurtenances thereunto belonging or in anywise appertaining. That the said real estate is subject to redemption in one year, pursuant to the statute in such case made and provided.

Given under my hand this Mar. 29, 1923. H. W. Henderson, Sheriff Bannock County Idaho, By R. A. Palmer, Deputy
 Filed: Mar. 29, 1923 at 4:30 PM.
 Recorded: Book 2 C. S. 240.
 Filing #99070.

SHERIFF'S DEED ON FORECLOSURE

H.W.Henderson, Sheriff of Bannock
County, State of Idaho

Dated: Oct. 1, 1924.

Filed: Oct. 3, 1924 at 2:45 PM.

Recorded: Book 50 Deeds 567.

Filing #111112. Cons. \$35,136.17.

to

Merchants Trust and Savings Bank
a corporation.

Pursuant to Proceedings heretofore had in that certain action in The District Court of the Fifth Judicial District of the State of Idaho, in and for Bannock County, entitled MERCHANTS TRUST AND SAVINGS BANK, a corporation, Plaintiff vs Albert J. Knollin, Cora W. Knollin, Knollin-Hansen Company, a corporation, Knollin-Black Company, a corporation, First National Bank of Blackfoot Idaho, a corporation; Columbia Trust Company, a corporation, and Arthur Curtis, Defendants,

party of the first part herein Sheriff as aforesaid does by these presents Grant, bargain, sell and convey land in Bannock County, State of Idaho, to wit:

Lots 3 and 4 Sec. 25, Twp. 6 South Range 38 East Boise Meridian; Lots 3 and 4 and the $E\frac{1}{2}SW\frac{1}{4}$ and $W\frac{1}{2}SE\frac{1}{4}$ of Sec. 30, the $NE\frac{1}{4}$, the $E\frac{1}{2}NW\frac{1}{4}$ and Lots 1 and 2 and $N\frac{1}{2}N\frac{1}{2}SE\frac{1}{4}$ of Sec. 31, in Township 6 South, Range 39 East of Boise Meridian. And $E\frac{1}{2}NE\frac{1}{4}$ of Sec. 36, Twp. 6 South, Range 38 East Boise Meridian. ALSO OTHER LANDS.

Also land in Butte and Caribou Counties, State of Idaho.

Also all water, water rights, dams, ditches, aqueducts, reservoirs, laterals appropriations and appurtenances upon, leading to, connected with, appurtenant or belonging to, or had and enjoyed in connection with the premises described.

H.W.Henderson, Sheriff of Bannock County,
State of Idaho.

Acknowledged in Bannock County, State of Idaho, Oct. 2, 1924, by H.W. Henderson, Sheriff of Bannock County, State of Idaho, who acknowledged the same as such Sheriff, before R.C. Earley Clerk of the District Court, Bannock County Idaho, by Lillian Spongberg, Deputy. (Seal).

DEED

Received of THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH CO, \$1.00, in consideration of which we hereby grant unto said Company, its successors and assigns, the right, privilege and authority to construct, operate and maintain its lines of Telephone and Telegraph, including the necessary underground conduit, poles, cables, wires and fixtures upon, over and across the property which we own or in which we have any interest in the,

E $\frac{1}{2}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$ and Lots 3 and 4 of Sec.30, T.6 S.R.39 E, County of Bannock, State of Idaho,

Witnesses 2.
Dated Oct.12,1931.

FIRST TRUST COMPANY OF SAINT PAUL
By P.E.Thayer, Asst. Secy. (Seal).(Corp)

LeRoy Hogan, Land Owner.

Acknowledged in Bannock County, State of Idaho, Oct.12,1931, by Leroy Hogan, before Roi M.Pyper, a Notary Public in and for said State.(Seal).

Acknowledged in Ramsey County, State of Minnesota, Oct.31,1931, by P.E. Thayer, Asst. Secretary of the above corporation, who acknowledged that such corporation executed the same, before E.J.Olson, a Notary Public in and for said County and State.(Seal). Comm.exp. July 14,1932.

Filed:Dec.12,1931 at 2:50 PM.
Recorded:Book 66 Deeds 503.
Filing #159717.

Sheet #

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

Union Grain & Elevator Co., a corporation
Plaintiff

vs

McCammon Ditch Company, a corporation et
al, Defendants.

AMENDED DECREE

Filed: Dec. 4, 1922.

Recorded: Book 4 Jdms. 597.

Case #2203.

This is a case adjudicating the waters of Portneuf River and its
tributaries.

TOPONCE CREEK, NORTH FORK, TRIBUTARY OF
PORTNEUF RIVER

92. Knollin, A.J.	Date of Priority	Amount in second feet
	1882, July 1	.48 c.f.s (24 inches)
	1902, June 17, at noon	.72 c.f.s (36 inches)
	1903, July 1,	1.10 c.f.s (55.24 inches)
	1908, July 1,	2.68 c.f.s (134.10 inches)
	1910, June 1,	1.08 c.f.s (54 inches)
		Total 6.06 c.f.s.

Point of Diversion and Place of Use. Said water to be diverted through Knollin
Ditch, which diverts water from the North Fork of Toponce, Creek, in the NE $\frac{1}{4}$ NW $\frac{1}{4}$
of Sec. 35, Twp. 6 S. R. 38 E. From the NW corner of Sec. 35, said Twp. and Range
the point of diversion bears South 71° 10' East, 1748 feet, for the irrigation
of land described as follows: 5 acres in the NE $\frac{1}{4}$ SW $\frac{1}{4}$; 10 acres in the NW $\frac{1}{4}$ NE $\frac{1}{4}$,
5 acres in Lot 3; 2 acres in the SE $\frac{1}{4}$ SW $\frac{1}{4}$; 30 acres in the SW $\frac{1}{4}$ SE $\frac{1}{4}$; 38 acres in
Lot 4, all in Sec. 25, Twp. 6, S. R. 38 East; 33.4 acres in Lot 1; 33.4 acres in
Lot 2; Sec. 36, Twp. 6 S. R. 38 East; 40 acres in Lot 2; 55.44 acres in the N $\frac{1}{2}$ NW $\frac{1}{4}$
Sec. 31, Twp. 6, South Range 39 East.

.....

Dated Dec. 4, 1922.

O. R. Baum, District Judge.

STATE OF IDAHO, DEPARTMENT OF RECLAMATION
Certificate of Water Right, Transferred
Right No.525.

THIS IS TO CERTIFY, That First Trust Company of St. Paul, Minn, a corporation, is the owner of, and using certain water rights bearing dates of priority as follows:

24.00 inches	July 1,1882
36.00 inches	June 17,1902
55.24 inches	July 1,1903.
134.10 inches	July 1,1908.
54.00 inches	July 1,1910.

totalling 303.34 inches of the waters of the North Fork of Toponce Creek a tributary of the Portneuf River, County of Bannock, State of Idaho, obtained by virtue of a decree issued to A.J.Knollin, and known as Right No.92, issued by the Honorable O.R.Baum, Judge of the District Court of the Fifth Judicial Distr of the State of Idaho, in and for the County of Bannock, in the case of,

Union Grain & Elevator Co., vs McCammon Ditch Co., et al, said decree bearing date of June 29,1921, for the purpose of irrigating the following described lands, situate, lying and being in Water District No.17, in the County of Bannock, State of Idaho,towit:

5 acres in the NE $\frac{1}{4}$ SW $\frac{1}{4}$, 10 acres in the NW $\frac{1}{4}$ SE $\frac{1}{4}$; 5 acres in Lot 3; 2 acre in the SE $\frac{1}{4}$ SW $\frac{1}{4}$; 30 acres in the SW $\frac{1}{4}$ SE $\frac{1}{4}$; 38 acres in Lot 4, all in Sec.25, Twp.6 South of Range 38 East of the Boise Meridian.

33.4 acres in Lot 1; 33.4 acres in Lot 2, Sec.36, Twp.6 S. $\frac{1}{4}$ 38 East of the Boise Meridian.

40.0 acres in Lot 2; 55.44 acres in N $\frac{1}{2}$ NW $\frac{1}{4}$ Sec.31, Twp.6 South of Range 39 East of the Boise Meridian.

That said decree has been entered in the records of the Department of Reclamation of the State of Idaho, in Book 4 of Decrees at page 292.

That the said First Trust Company of St.Paul has become the owner of said water right through foreclosure of mortgage.

That, now, upon the application of First Trust Company of St.Paul for a transfer of 140.76 inches of said water rights, made before the Commissioner of Reclamation of the State of Idaho, and the said application having been granted the right to the use of the following water rights,towit:

24.00 inches	July 1,1882;	36.00 inches	June 17,1902
30.00 inches	July 1,1903;	50.76 inches	June 1,1910,

totalling 140.76 inches of the waters of the North Fork of Toponce Creek, a tributary of Portneuf River, upon the lands above described, is hereby Abandoned

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and the lands to be irrigated under such rights, and to which the water rights hereby confirmed shall become appurtenant by this certificate for irrigation and domestic purposes, is described as follows:

Lots 19 and 20, the SW $\frac{1}{4}$, the W $\frac{1}{2}$ SE $\frac{1}{4}$ Sec.25; E $\frac{1}{2}$ SE $\frac{1}{4}$ Sec.26, Twp.6 South, Range 38 East of the Boise Meridian,

situate, lying and being in the County of Bannock, State of Idaho, said water to be limited at any given time to an amount actually needed and beneficially used for such purposes and shall not exceed the following amount, to wit:

24.00 inches as of July 1, 1882; 36.00 inches as of June 17, 1902.
30.00 inches as of July 1, 1903; 50.76 inches, as of June 1, 1910.

and that the remaining portion of the aforesaid Right No.92, to wit:

25.24 inches, July 1, 1903; 134.10 inches July 1, 1908; 3.24 inches June 1910, totalling 162.58 inches of the waters of the North Fork of Toponce Creek, tributary to the Portneuf River, shall be appurtenant to ONLY that portion of the land to which it was, by the aforementioned decree, made appurtenant, described as follows, to wit:

Lots 3 and 4 of Sec.25, Lots 1 and 2 Sec.36, Twp.6, S.R.38 East of the Boise Meridian; and Lot 2 and the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec.31, Twp.6, S.R.39 E.B.M.,.

That all of the above water, i. e., Right No.92, has heretofore been diverted from said North Fork of Toponce Creek at a point in the, NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec.35, Twp.6 South of Range 38 East of Boise Meridian,

through a ditch known as the Knollin Ditch, and that no change shall be made in this point of diversion due to this transfer, but that the total amount of water shall still be diverted at the same point and through the said Knollin Ditch.

That the right to the use of the water aforesaid, hereby confirmed, is restricted to the lands or place of use described herein, as provided by the laws of the State of Idaho.

In Witness whereof, I have hereunto set my hand and caused the seal of the Department of Reclamation to be hereunto affixed at Boise Idaho, this 12th day of December, 1933.

R.W.Faris, Commissioner of Reclamation (Seal)

Filed: Dec. 15, 1933 at 3:14 PM.
Recorded: Book 8 Misc. 608.
Filing #168789.

REAL ESTATE AGREEMENT

First Trust Company of Saint Paul, a consolidation of the Merchants Trust Company, Saint Paul (formerly Merchants Trust and Savings Bank) and the Northwestern Trust Company under and pursuant to Chapter 156 of the Laws of Minnesota 1925, a Minnesota corporation

Dated: Dec. 21, 1933.

Filed: Jan. 10, 1935 at 12:20 PM.

Recorded: Book 10 Agts. 200.

Filing #175244.

and

L.G. Call and Elva A. Call.

First party herein agrees to sell and convey to second party herein, and second party herein agrees to buy all that real property in the Counties of Bannock and Caribou, State of Idaho, to wit:

Lots 1 and 2, Sec. 36, Twp. 6 South, Range 38 East, SW $\frac{1}{4}$ and W $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec. 30, and N $\frac{1}{2}$ and N $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$ of Sec. 31, Twp. 6 South, Range 39 East in Bannock County State of Idaho; and SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec. 4, and SE $\frac{1}{4}$ NW $\frac{1}{4}$ and W $\frac{1}{2}$ NE $\frac{1}{4}$ of Sec. 9, Twp. 6 South Range 40 East in Caribou County, State of Idaho, together with all water rights, ditches, canals or laterals thereunto belonging or in any way appertaining, or which may hereafter be acquired for use on the above described lands, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining. Also Lots 3 and 4 Sec. 25, Twp. 6 South, Range 38 East of the Boise Meridian, in Bannock County, State of Idaho, together with such water, water rights if any that may be appurtenant to or used on such premises after the transfer of water by certificate of transfer by the Commissioner of Reclamation, as the same appears of record,

for the sum of \$15,000.00, payable as specified in said contract.

Witnesses 2.

(Corp. Seal)

First Trust Company of Saint Paul, a consolidation of the Merchants Trust Company, Saint Paul (formerly Merchants Trust and Savings Bank) and the Northwestern Trust Company under and pursuant to Chapter 156 of the Laws of Minnesota, 1925.

By Louis S. Headley, Vice President
And S.E. Thayer, Asst. Secretary.

L.G. Call, Elva A. Call.

Acknowledged in Ramsey County, State of Minnesota, Mar. 30, 1934, by Louis S. Headley and P.E. Thayer, Vice President and Assistant Secretary respectively of the above corporation, who acknowledged that such corporation executed the same, before E.A. Olson, a Notary Public in and for said State. (Seal).

Acknowledged in Bannock County, State of Idaho, Feb. 26, 1934, by L.G. Call and Elva A. Call, before Roy L. Black, a Notary Public in and for said State.

(Seal).

ARTICLES OF INCORPORATION

United States of America
State of Minnesota, Department of State,

I, Julius A. Schmahl, Secretary of State of the State of Minnesota do hereby certify that I have compared the annexed copy with record of the original instrument in my office of Articles of Incorporation of MERCHANTS TRUST AND SAVINGS BANK as recorded in book A-4 of Incorporations, on page 200, and that said copy is a true and correct transcript of said instrument and of the whole thereof.

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State at the Capitol in Saint Paul, this 24th day of June 1919.

(Seal).

Julius A. Schmahl, Secretary of State.

Article 1. The name of the corporation hereby formed and organized is Merchants Trust and Savings Bank.

The general nature of the business of the corporation is to conduct and carry on the business of a trust company and to transact all business which trust companies are authorized and empowered to transact in and by the provision of Chapter 58 of the Revised Laws of Minnesota for the year 1905 and the several acts amendatory thereof and supplemental thereto.

The principal place of the transaction of the business of the corporation shall be in the City of Saint Paul in the County of Ramsey and State of Minnesota.

Article 11. The time of the commencement of said corporation shall be the 1st day of July 1915, and the period of its continuance shall be 30 years thereafter.

Article 111. Capital Stock \$500,000.00.

/.....

Dated: May 5, 1915.

George H. Prince et al.

Acknowledged in Ramsey County, State of Minn., May 5, 1915, by George H. Prince et al, before M.R. Knauft, a Notary Public in and for said State. (Seal).

Filed: July 3, 1919.

Filing #70092.

AMENDMENT

United States of America
State of Minnesota, Department of State.

I, Mike Holm, Secretary of State of the State of Minnesota do hereby certify that I have compared the annexed copy with record of the Original instrument in my office of Amendment to the Articles of Incorporation of the Merchants Trust and Savings Bank, as recorded in Book S-4 of Incorporations on page 295., and that said copy is a true and correct transcript of said instrument and the whole thereof.

In Testimony whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in Saint Paul, this 8th day of October, 1926.
(Seal). Mike Holm, Secretary of State.

Amendment to the Articles of Incorporation
of the Merchants Trust and Savings Bank

State of Minnesota
County of Ramsey, ss.

We, George H. Prince and George M. Brack, do hereby certify that George H. Prince is the President and George M. Brack is the Secretary of the Merchants Trust and Savings Bank, a corporation organized and existing under the laws of the State of Minnesota, and make this certificate for and in its behalf; that at a special meeting of the stockholders of said corporation, duly called and held for that expressly stated purpose at Saint Paul, Minnesota on the 23rd day of June 1925, at 10:30 o'clock A.M., the following resolution was offered and duly adopted by the vote of more than a majority of all the shares of capital stock of said corporation, to wit:

"Resolved, that Article 1 of the Articles of Incorporation of this bank be and the same is hereby amended so as to read as follows:

The name of the corporation hereby formed and organized is MERCHANTS TRUST COMPANY, SAINT PAUL.

.....

Dated June 23, 1925.

Witnesses 2.

George H. Prince, President.
George M. Brack, Secretary.

Acknowledged in Ramsey County, State of Minn. June 23, 1925, by George H. Prince President and George M. Brack, Secretary, of Merchants Trust and Savings Bank, the above corporation, who acknowledged the same as the deed and act of said corporation, before Marie E. Nielsen, a Notary Public in and for said County and State. (Seal). Comm. exp. Aug. 4, 1926.

Filed: Oct. 11, 1926.
Filing #126729.

UNITED STATES OF AMERICA, STATE OF MINNESOTA
DEPARTMENT OF STATE

I, Mike Holm, Secretary of State of the State of Minnesota, keeper of the Great Seal of said State, and custodian of the documents pertaining to the formation of corporations under the laws of said state, do hereby certify:

That "Northwestern Trust Company" and "Merchants Trust Company, Saint Paul", both being Minnesota corporations created, organized and existing under and by virtue of and in full and complete compliance with the laws of said state did on November 5, 1930, file with this department Articles of Consolidation under the new corporate name of "First Trust Company of Saint Paul":

That said authority is now in force and has not been cancelled or revoked and that said corporation is engaged in, or is authorized to engage in active business as a corporation of the State of Minnesota upon the date hereof.

In Witness whereof, I have hereunto set my hand and caused the Great Seal of the State of Minnesota to be hereunto affixed this 21st day of November, 1930.

Mike Holm, Secretary of State.(Seal).

Filed: Dec. 9, 1930 at 3:40 PM.
Recorded: Book 8 Misc. 268.
Filing #154134.

DEED

Albert J.Knollin (sometimes known
as A.J.Knollin) and Cora W.Knollin
his wife

to

First Trust Company of Saint Paul
a corporation.

Dated: April 15, 1936.

Filed: Sept. 11, 1937 at 11:33 AM.

Recorded: Book deeds page

Filing # 193255.

Cons. \$1.00

Grant, bargain, Quitclaim and convey land in Bannock County, State of
Idaho, to wit:

E $\frac{1}{2}$ NE $\frac{1}{4}$ of Sec. 36, in Twp. 6 South of Range 38 East of the Boise Meridian,
according to the United States Government survey thereof.

Together with all and singular the tenements etc.

The consideration for this conveyance is less than \$100, and revenue
stamps are not necessary.

Witnesses 2.

Albert J.Knollin
Cora W.Knollin

Acknowledged in San Mateo County, State of California, May 7, 1936, by
Albert J.Knollin and Cora W.Knollin, his wife, before Chas. C. Simons, a Notary
Public in and for said County and State. (Seal). Comm. exp. Feb. 28, 1938.

United States Land Office,
Blackfoot, Idaho.

Serial No. 010150
Receipt No. 774487 1830682
Act 6-6-1900 Act 6-6-12

J. T. Carruth, Register,

to

Harris W. Christensen.

REGISTER'S FINAL CERTIFICATE

Dated: September 19, 1916
Filed: September 25, 1916
at 1:10 P. M.
Recorded: Book 31 of Deeds
Page 261

It is hereby certified that, pursuant to provisions of
Section No. 2291, Revised Statutes of United States, Harris W.
Christensen has made payment in full for

Lots 1, 2, 3 & 8, Section 25, Township 6 South, Range 38
East Boise Meridian, Idaho, containing 132.98 Acres.

Now, therefore, be it known, that on presentation of this
certificate to Commissioner of General Land Office, said Harris
W. Christensen shall be entitled to receive patent for land above
described, if all then be found regular.

J. T. Carruth, Register.

Sheet #

PATENT

The United States
of America

to

Harris W.Christensen.

Dated:June 23,1917.

Filed:June 18,1925 at 10:32 AM.

Recorded:Book 10 Patents 56.

Filing #116815.

Description:

The NW $\frac{1}{4}$ NE $\frac{1}{4}$, the NE $\frac{1}{4}$ NW $\frac{1}{4}$ and the Lots 1, 2, 17 and 18 of Sec.25, Twp.6 South of Range 38 East of the Boise Meridian, Idaho, containing 160.29 acres, according to the official plat of the survey of the said lands returned to the General Land Office by the Surveyor General.

By the President
Woodrow Wilson

By M.P.LeRoy, Secretary.

L.Q.C.Lamar, Recorder of the
General Land Office.

(Seal).

Abstracter's Note: This Patent is shown for reference only.

Harris W. Christensen and
Robenia Christensen, his
wife,

to

Barnes Brothers Incorporated,
Minneapolis Minnesota Cor-
poration.

MORTGAGE

Dated: September 23, 1916
Filed: September 25, 1916
at 1:15 P. M.
Recorded: Book 28 of Mortgages
Page 61
Consideration: \$1000

Grant, bargain, sell and convey real estate in Bannock
County, Idaho:

Lots one, two, three and eight of Section twenty-five,
Township six South, Range thirty-eight East of Boise
Meridian, containing one hundred thirty two and 98/100
Acres, more or less.

Conveyance intended as Mortgage to secure payment of
promissory note of \$1000 bearing even date herewith signed by
Mortgagors payable to said Mortgagee or order and due as follows:
September 1, 1921, with interest until paid, payable annually at
rate therein specified.

One Witness

Harris W. Christensen (Seal)
Robenia Christensen (Seal)

Acknowledged; Bannock County, Idaho; September 23, 1916; by
Harris W. Christensen and Robenia Christensen, his wife; before
Wm. H. Jackson Jr., Notary Public, for State of Idaho. Residing
at Pocatello, Idaho. (Seal) My commission expires January 2,
1919.

Barnes Brothers, Incorporated

to

H. C. Jens & Emma Jens, his
wife, joint tenants with
right of survivorship.

ASSIGNMENT OF MORTGAGE

Dated: October 30, 1916
Filed: November 18, 1916
at 11:59 A. M.
Recorded: Book 3 of
Assignments Page 50
Consideration: \$1,000

Grant, bargain, sell, assign, transfer and set over Mortgage
bearing date September 23, 1916, recorded in office of Register
of Deeds of Bannock County, Idaho, on September 25, 1916, at 1:15
P. M., in Book 28 of Mortgages, page 61, and numbered 49199,
executed by Harris W. Christensen and Robenia Christensen, his wife.

Two Witnesses

(Corporate Seal)

Barnes Brothers, Incorporated
By Henry A. Barnes, Pres

Acknowledged; Hennepin County, Minnesota; October 30, 1916;

Personally appeared Henry A. Barnes, known to be President
of corporation that executed within instrument and acknowledged
that such corporation executed same.

Before A. W. Skene, Notary Public Hennepin County, Minnesota.
(Seal) My commission expires March 1, 1923.

Sheet #

ASSIGNMENT OF MORTGAGE

Henry C. Jens and Emma
Jens, his wife

to

The Blackfoot City Bank,
a corporation.

Dated: July 3, 1923.

Filed: July 11, 1923 at 9:33 AM.

Recorded: Book 5 Ast. Mtgs. 611.

Filing #101446. Cons. \$1281.84.

First parties herein do hereby grant, bargain, sell, assign and set over unto second party herein, a certain mortgage executed by Harris W. Christensen and Robenia Christensen, his wife, the 23rd day of Sept. 1916 to Barnes Brothers Inc, and which said mortgage is recorded in Vol. 28 of Mortgages on page 61, of the office of the Register of Deeds of the County of Bannock, State of Idaho.

Witnesses 2.

Henry C. Jens
Emma Jens

Acknowledged in Outagamie County, State of Wisconsin, July 3, 1923, by Henry C. Jens and Emma Jens, his wife, before C.E. Behnke, a Notary Public in and for said State. (Seal).

Sheet #

RELEASE OF MORTGAGE

Blackfoot City Bank

Dated: Mar. 3, 1924.

Filed: Mar. 12, 1924 at 9:38 AM.

Recorded: Book 10 SM. 144.

Filing #106555.

to
Harris W. Christensen and Robena
Christensen.

Know all men by these Presents: That a certain mortgage executed on the 23rd day of Sept. 1916, which was duly recorded in the records of Bannock County in the State of Idaho, the 25th day of Sept. 1916 in Book 28 of Mortgages at page 61, is hereby released and satisfied in full.

Blackfoot City Bank

Witnesses 1.

By F. J. Stone, Secretary. (Seal).

Acknowledged in Bingham County, State of Idaho, Mar. 3, 1924, by F. J. Stone, Secretary of Blackfoot City Bank, the corporation that executed the foregoing instrument and acknowledged that such corporation executed the same, before Guy Stevens, a Notary Public in and for said State. (Seal).

Harris W. Christensen and
Robenia Christensen, his
wife,

to

Barnes Brothers Incorporated,
Minneapolis Minnesota Cor-
poration.

MORTGAGE

Dated: September 23, 1916
Filed: September 25, 1916
at 1:17 P. M.

Recorded: Book 28 of
Mortgages Page 62
Consideration: \$148.08

Grant, bargain, sell and convey real estate in Bannock
County, Idaho:

Lots one, two, three and eight in Section twenty-five,
Township six South of Range thirty-eight East of Boise
Meridian, containing 132.98 Acres, more or less.

Subject to Mortgage of \$1000 of even date made by said
first parties.

Conveyance intended as Mortgage to secure payment of
promissory note bearing even date herewith signed by Mortgagors
payable to said Mortgagee or order and due as follows: \$28.08
on September 1, 1917, and \$30 on each September 1 of years 1918
to 1921 inclusive, with interest until paid, payable annually
at rate therein specified.

One Witness

Harris W. Christensen (Seal)
Robenia Christensen (Seal)

Acknowledged; Bannock County, Idaho; September 23, 1916; by
Harris W. Christensen and Robenia Christensen, his wife; before
Wm. H. Jackson Jr., Notary Public, for State of Idaho. Residing
at Pocatello, Idaho. (Seal) My commission expires January 2,
1919.

Barnes Brothers, Incorporated

to

Bannock Abstract & Trust Company

ASSIGNMENT OF MORTGAGE

Dated: December 26, 1916

Filed: January 23, 1917

at 1:25 P. M.

Recorded: Book 3 of

Assignments Page 74

Consideration: \$1.00 and
other valuable considerations

Grant, bargain, sell, assign, transfer and set over mortgage dated September 23, 1916, recorded in office of Register of Deeds of Bannock County, Idaho, on September 25, 1916, at 1:17 P. M., in Book 28 of Mortgages, page 62, by Harris W. Christensen and Robenia Christensen, his wife.

(Also certain other mortgages).

Two Witnesses

(Corporate Seal)

Barnes Brothers, Incorporated
By Henry A. Barnes, Pres

Acknowledged; Hennepin County, Minnesota; December 26, 1916;

Personally appeared Henry A. Barnes, known to be President of corporation that executed within instrument and acknowledged that such corporation executed same.

Before A. Gunderson, Notary Public, Hennepin County, Minnesota.
(Seal) My commission expires July 24, 1923.

Bannock Abstract & Trust
Company, corporation

to

Wm. H. Jackson Jr.

ASSIGNMENT OF MORTGAGE

Dated: November 9, 1917
Filed: November 14, 1917
at 9:22 A. M.
Recorded: Book 3 of
Assignments page 178
Consideration: \$1.00 and
other valuable considerations

Grant, bargain, sell, assign and set over those certain
mortgages hereinafter described and set forth:

(Certain other mortgages).

Also following mortgages duly assigned to said Bannock
Abstract & Trust Company, by Barnes Brothers, Incorporated, by
assignment dated August 30, 1916, and recorded in Book 3 of
Assignments, at page 25, of records of Bannock County, Idaho
on September 12, 1916, at 1:06 P. M.

Mortgage bearing date September 23, 1916, by Harris W.
Christensen and Robenia Christensen, his wife, to Barnes
Brothers, recorded in Book 28 of Mortgages, at page 62, of
records of Bannock County, Idaho on September 25, 1916, at 1:17
P. M.

(Also certain other mortgages).

(Corporate Seal)

Bannock Abstract & Trust
Company,
By G. J. S. Abels,
Vice President
Attest: Ezra J. Merrill
Secretary

Acknowledged; Bannock County, Idaho; November 9, 1917

Personally appeared G. J. S. Abels, known to be Vice Presi-
dent and Ezra J. Merrill, known to be Secretary, respectively,
of corporation that executed within instrument and acknowledged
that such corporation executed same.

Before Theo. J. Turner, Notary Public, in and for said County
and State. Residence Pocatello, Idaho. (Seal) My commission
expires July 7, 1920.

Sheet #

RELEASE OF MORTGAGE

In consideration of the full payment and satisfaction of the debt thereby secured, Wm.H.Jackson, Jr., assignee, hereby certifies that the certain mortgage executed by Harris W.Christensen and Robenia Christensen on Sept. 23,1916, to secure the sum of \$148.00, found of record in Book 28 of Mortgages at page 62, records of Bannock County, Idaho, is fully discharged.

Dated:Jan.16,1922.

Wm.H.Jackson, Jr.

Acknowledged in Bannock County, State of Idaho, Jan.16,1922, by Wm.H. Jackson, Jr., before F.C.McGowan, a Notary Public in and for said State.(Seal).

Filed:Feb.4,1922 at 2:47 PM.
Recorded:Book 8 SM.149.
Filing #89846.

Reuben Call and Mona Call,
husband and wife,

to

Harris W. Christensen.

MORTGAGE

Dated: October 20, 1919
Filed: November 11, 1919
at 9:33 A. M.
Recorded: Book 34 of
Mortgages Page 158
Consideration: \$4800

Grant, bargain, sell and convey real property in Bannock
County, Idaho:

Lots one, two, three and eight,
Southeast quarter of Northwest quarter and
Southwest quarter of Northeast quarter of Section 25,
Township six South, Range thirty-eight East Boise
Meridian, Idaho.

Subject to one certain Mortgage of \$1000 now of record
against above described lands.

Grant intended as Mortgage to secure payment of promissory
note of even date by said first parties to said second party for
\$4800, due on or before 6 years after date, with interest at 7%
per annum from date until paid, payable annually on November first.
\$800 shall be due and payable on or before November first of each
and every year beginning 1920 until paid.

If note is not paid at maturity principal sum hereof shall
draw interest at 10% per annum.

And these presents shall be void if such payment be made.

One Witness

Reuben Call (Seal)
Mona Call (Seal)

Acknowledged; Bannock County, Idaho; October 21, 1919; by
Reuben Call and Mona Call, husband and wife; before Henry Van
Slooten, Notary Public, in and for said County. Residing at
Bancroft, Idaho.

Harris W. Christensen

to

Blackfoot City Bank,
Corporation.

ASSIGNMENT OF MORTGAGE

Dated: January 5, 1920
Filed: February 16, 1920
at 9:24 A. M.
Recorded: Book 4 of
Assignments page 129
Consideration: \$1

Sell, assign and transfer Mortgage bearing date October 20, 1919, by Reuben Call and Mona Call, husband and wife, in favor of Harris W. Christensen, and conveying:

Lots one, two, three and eight
Southeast quarter of Northwest quarter and
Southwest quarter of Northeast quarter of Section 25,
Township six South, Range thirty-eight East Boise Meridian,
Idaho.

Subject to one certain Mortgage of \$1,000, now of record against above described lands in Bannock County, Idaho, and which said Mortgage was recorded in office of County Recorder, in said Bannock County, on November 11, 1919, in Book 34 of Mortgages, at page 158.

One Witness

Harris W. Christensen (Seal)

Acknowledged; Bingham County, Idaho; January 5, 1920; by Harris W. Christensen, before L. A. Galagan, Notary Public, in and for said County and State. Residence Blackfoot, Idaho. (Notarial Seal) My commission expires April 3, 1921.

Sheet #

RELEASE OF MORTGAGE

Know all Men by these Presents:

That a certain mortgage, executed on the 20th day of Oct. 1919, which was duly recorded in the records of Bannock County, in the State of Idaho, the 11th day of Nov. 1919 in Book 34 of Mortgages, at page 158 which was given to secure the sum of \$4800.00 and interest, and which is from Reuben Call and Mon Call to Harris W. Christensen and assigned by him to Blackfoot City Bank is hereby released and satisfied in full.

Witnesses 1.

Blackfoot City Bank

By F.J. Stone, Secretary (Corp. Seal).

Acknowledged in Bingham County, State of Idaho, Mar. 3, 1924, by J.F. Stone, Secretary of the above corporation, who acknowledged that such corporation executed the same, before Guy Stevens, a Notary Public in and for said State. (Seal). Res. Blackfoot Idaho.

Filed: Mar. 12, 1924 at 9:41 AM.

Recorded: Book 10 SM. 146.

Filing #106558.

Sheet #

MORTGAGE

Reuben Call and Mona
Call, his wife

to

Harris W. Christensen.

Dated: Apr. 24, 1922.

Filed: Oct. 19, 1923 at 4:46 PM.

Recorded: Book 41 Mtgs. 102.

Filing #103427. Cons. \$3500.00.

Property mortgaged in Bannock County, State of Idaho, to wit:

Lots 1, 2, 3 and 8 and SE $\frac{1}{4}$ NW $\frac{1}{4}$ and SW $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 25, Twp. 6 South of Range 38 East of Boise Meridian in Idaho. Subject to a certain mortgage of \$1000.00 now of record against the above described land.

Given to secure the payment of one note of even date for \$3500.00, due on or before nine years after date, with interest at 7%.

Witnesses 1.

Reuben Call
Mona Call

Acknowledged in Bannock County, State of Idaho, Apr. 24, 1922, by Reuben Call and Mona Call, before Fred E. Logue, a Notary Public in and for said County and State. (Seal). Res. Bancroft Idaho.

Sheet #

ASSIGNMENT OF MORTGAGE

Harris W.Christensen

Filed:Oct.19,1923 at 4:47 PM.

to

Recorded:Book 6 Ast.Mtgs.53.

Blackfoot City Bank, a
corporation.

Filing #103428. Cons.\$1.00.

First party herein does by these presents grant,bargain,sell,assign and set over unto second party herein a certain mortgage bearing date Apr.24,1922, made and executed by Reuben Call and Mona Call, his wife, and recorded in the office of the County Recorder of the County of Bannock, State of Idaho, in Book _____ of mortgages page _____ instrument No.103427 on the 19th day of Oct.1923.

Witnesses 1.

Harris W.Christensen

Acknowledged in Bannock County, State of Idaho, Apr.24,1922, by Harris W.Christensen, before Fred E.Logue, a Notary Public in and for said State.(See

Sheet #

RELEASE OF MORTGAGE

Blackfoot City Bank

to

Reuben Call and Mona Call.

Dated: Mar. 3, 1924.

Filed: Mar. 12, 1924 at 9:39 AM.

Recorded: Book 10 SM.145.

Filing #106556.

Know all Men by these Presents: That a certain mortgage executed on the 24th day of April 1922 which was duly recorded in the records of Bannock County, in the State of Idaho, the 19th day of Oct. 1923, in Book of mortgages, at page Instrument Number 103427 which was given to secure the sum of \$3500.00, is hereby released and satisfied in full.

Blackfoot City Bank (Corp. Seal).
By F.J. Stone, Secretary.

Witnesses 1.

Acknowledged in Bingham County, State of Idaho, Mar. 3, 1924, by F.J. Stone, Secretary of Blackfoot City Bank the corporation that executed the foregoing instrument, who acknowledged that such corporation executed the same, before Guy Stevens, a Notary Public in and for said State. (Seal).

Sheet #

MORTGAGE

Harris W. Christensen and Robenia
Christensen, his wife

Dated: Aug. 30, 1921.

Filed: Feb. 4, 1922 at 2:48 PM.

to

Recorded: Book 43 Mtgs. 14.

Barnes Brothers, Incorporated, a
corporation.

Filing #89847. Cons. \$150.00.

Property mortgaged in Bannock County, State of Idaho, to wit:

Lots 1, 2, 3 and 8 of Sec. 25, Twp. 6, S. R. 38 East Boise Meridian, containing 160 acres more or less.

Subject to certain other prior mortgage for \$1000.00, of even date herewith given by said first party to said second party.

Given to secure the payment of \$150.00 and interest as evidenced by note of even date.

Witnesses 1.

Harris W. Christensen
Robenia Christensen

Acknowledged in Bannock County, State of Idaho, Jan. 12, 1922, by Harris W. Christensen and Robenia Christensen, his wife, before J. N. Larsen, a Notary Public in and for said County and State. (Seal).

Sheet #

RELEASE OF MORTGAGE

Barnes Brothers Incorporated,
a corporation

Dated: Feb. 28, 1924.

to

Filed: Mar. 12, 1924 at 9:42 AM.

Harris W. Christensen and Robenia
Christensen, his wife.

Recorded: Book 10 SM. 147.

Filing #1065591

First party herein does hereby certify that a certain mortgage bearing date the 30th day of August 1921, made and executed by second parties herein, said mortgage being recorded in the office of the Register of Deeds in and for the County of Bannock and State of Idaho in Book 43 of Mortgages page 14 on the 4th day of Feb. 1922 at 2:48 PM as document No. 89847 is with the indebtedness described in and secured by said mortgage fully paid and satisfied.

Witnesses 2.

(Corp. Seal).

BARNES BROTHERS, Incorporated
By Henry A. Barnes, Its President.

Acknowledged in Hennepin County, State of Minnesota, Feb. 28, 1924, by Henry A. Barnes, President of the above corporation, who acknowledged that such corporation executed the same, before E. L. Johnson, a Notary Public in and for said County and State. (Seal). Comm. exp. June 9, 1927.

Sheet #

WARRANTY DEED

H.W.Christensen and Robenia
Christensen, his wife

to

J.E.Simons.

Dated:Feb.25,1924.

Filed:Mar.5,1924 at 4:21 PM.

Recorded:Book 48 Deeds page 532

Filing #106410. Cons.\$1.00.

Grant,bargain,sell,convey and confirm land in Bannock County, State of
Idaho,towit:

Lots 1, 2, 3, 6 ,7 and 8 in Sec.25, Twp.6 S.R.38 East of the Boise
Meridian, in Bannock County, Idaho, together with the ditches, ditch rights
of way, water and water rights thereunto belonging.

Together with all and singular the tenements etc.

Covenants of General Warranty.

Revenue \$.50.

witnesses 1.

H.W.Christensen
Robenia Christensen

Acknowledged in Franklin County, State of Idaho, Feb.28,1924, by H.W.
Christensen and Robenia Christensen, before Geo.H.Blood, a Notary Public in and
for said State.(Seal).

Sheet #

WARRANTY DEED

Harris W.Christensen and
Robenia Christensen,his wife

to

J.E.Simons.

Dated:June 10,1925.

Filed:June 18,1925 at 10:33 AM.

Recorded:Book 51 Deeds 218.

Filing #116816. Cons.\$1.00.

Grant,bargain,sell,convey and confirm land in Bannock County, State of Idaho,towit:

The NW $\frac{1}{4}$ NE $\frac{1}{4}$, the NE $\frac{1}{4}$ NW $\frac{1}{4}$ and the Lots 1,2,17 and 18, and the SE $\frac{1}{4}$ NW $\frac{1}{4}$, and SW $\frac{1}{4}$ NE $\frac{1}{4}$ in Sec.25, in Twp.6 South of Range 38 East of the Boise Meridian, in Bannock County, Idaho; together with all ditches, ditch rights of way and water rights thereto appertaining and belonging.

(This deed is executed as a correction deed to correct the description contained in that certain deed between the parties hereto, dated Feb.25,1924, and recorded March 5,1924, in Book 48 of Deeds, page 532, records of Bannock County, Idaho, wherein said premises are described as Lots 1, 2, 3, 6,7 and 8 in said Section, township and range).

Together with all and singular the tenements etc.

Subject to all incumbrances, taxes and liens.

Covenants of General Warranty.

Witnesses 1.

Harris W.Christensen
Robenia Christensen

Acknowledged in Franklin County, State of Idaho, June 10,1925, by Harris W.Christensen and Robenia Christensen, his wife, before Arthur W.Hart, a Notary Public in and for said State.(Seal). Res.Preston Idaho.

Sheet #

MORTGAGE

J.E.Simons and Bertha V.
Simons, his wife

Dated: Feb. 25, 1924.

Filed: Mar. 5, 1924 at 4:24 PM.

Recorded: Book 46 Mtgs. 337.

Filing #106412. Cons. \$3600.00.

to

Blackfoot City Bank, a
corporation.

Grant, bargain, sell and convey land in Bannock County, State of Idaho,
to wit:

Lots 1, 2, 3, 6, 7 and 8 in Sec. 25, Twp. 6 South Range 38 East of the
Boise Meridian in Bannock County, Idaho, together with the ditches, ditch right
of way, water and water rights thereunto belonging.

Given to secure the payment of one note of even date for \$3600.00 and
interest, payable as specified in said note.

Witnesses 1.

J.E.Simons
Bertha V.Simons

Acknowledged in Bannock County, State of Idaho, Feb. 27, 1924, by
J.E.Simons and Bertha V.Simons, his wife, before C.Vick Millward, a Notary
Public in and for said State. (Seal).

Sheet #

RELEASE OF MORTGAGE

Know all Men by these Presents: That a certain mortgage, executed on the 25th day of Feb. 1934, which was duly recorded in the records of Bannock County, in the State of Idaho, the 5th day of March 1924 in Book 46 of Mortgages, at page 337, which was given to secure the sum of \$3600.00 is hereby released and satisfied in full.

Dated this Nov. 25, 1933.

FIRST SECURITY BANK OF BLACKFOOT, formerly
known by its then corporate name,
Blackfoot City Bank,
By Jas. D. Johnston, Its Secretary.

(Corp. Seal).

Acknowledged in Bingham County, State of Idaho, Nov. 25, 1933, by Jas. D. Johnston, Secretary of the corporation that executed the foregoing instrument who acknowledged that such corporation executed the same before W. A. Dance, a Notary Public in and for said County and State. (Seal). Res. Blackfoot, Idaho.

Filed: Aug. 9, 1934 at 4:04 PM.
Recorded: Book 16 SM. 519.
Filing #172555.

QUIT CLAIM DEED

J.E.Simons and Bertha G.
Simons, his wife

Dated: May 26, 1936.

Filed: Sept. 11, 1937 at 11:32 AM.

to

Recorded: Book

Deeds page

First Trust Company of Saint Paul,
a corporation.

Filing # 193254.

Cons. \$1.00.

Demise, release and forever Quitclaim land in Bannock County, State of Idaho, to wit:

Lot 3 of Sec. 25, Twp. 6 South, Range 38 East of the Boise Meridian, in Bannock County, Idaho, lying east of the Fort Hall Indian Reservation boundary line.

This deed is given as a correction deed and no revenue stamps are required.

Together with all and singular the tenements etc.

J.E.Simons
Bertha G.Simons

Acknowledged in Bannock County, State of Idaho, July 28, 1937, by J.E. Simons and Bertha G. Simons, his wife, before Lela Ward Swain, a Notary Public : and for said County and State. (Seal). Res. Pocatello Idaho.

United States Land Office,
Blackfoot, Idaho.

Serial No. 012623
Receipt No. 777673 2117126
Act 6/6/1900

J. T. Carruth, Register,

REGISTER'S FINAL CERTIFICATE

to

Dated: December 20, 1917
Filed: January 26, 1918 at
4 P. M.

Carl R. Gustaveson.

Recorded: Book 34 of Deeds
Page 287

It is hereby certified that, pursuant to provisions of
Section No. 2291, Revised Statutes of United States, Carl R.
Gustaveson has made payment in full for

Lots 4 & 5, Sec. 25,
Lots 1 & 8, Section 26, Township 6 South, Range 38 East
Boise Meridian, Idaho, containing 160 Acres.

Now, therefore, be it known, that on presentation of this
certificate to Commissioner of General Land Office, said Carl R.
Gustaveson shall be entitled to receive patent for land above
described, if all then be found regular.

J. T. Carruth, Register.

Carl R. Gustavson and
Lucina E. Gustavson,
his wife,

to

Barnes Brothers Incorporated,
Minneapolis
Minneapolis Corporation.

MORTGAGE

Dated: January 9, 1918
Filed: January 26, 1918 at
4:01 P. M.
Recorded: Book 31 of
Mortgages Page 71
Consideration: \$1000

Grant, bargain, sell and convey real estate in Bannock
County, Idaho:

Lots four and five of Section twenty-five and
Lots one and eight of Section twenty-six, all in
Township six South of Range thirty-eight East of Boise
Meridian, containing one hundred sixty Acres, more or
less.

Conveyance intended as Mortgage to secure payment of
promissory note of \$1000, bearing even date herewith signed by
Mortgagors payable to said Mortgagee or order and due as follows:
January 1, 1923, with interest until paid, payable annually at
rate therein specified.

Two Witnesses

Carl R. Gustavson (Seal)
Lucina E. Gustavson (Seal)

Acknowledged; Bannock County, Idaho; January 24, 1918, by
Carl R. Gustavson and Lucina E. Gustavson, his wife; before
Fred E. Logue, Notary Public, for State of Idaho. Residing at
Bancroft, Idaho. (Seal)

Barnes Brothers, Incorporated

to

Kathryn Jones.

ASSIGNMENT OF MORTGAGE

Dated: February 23, 1918
Filed: March 9, 1918
at 10:02 A. M.
Recorded: Book 3 of
Assignments page 240
Consideration: \$1,000

Grant, bargain, sell, assign, transfer and set over Mortgage bearing date January 9, 1918, recorded in office of Register of Deeds of Bannock County, Idaho, on January 26, 1918, at 4:01 P. M., in Book 31 of Mortgages, page 71 and numbered 60455, executed by Carl R. Gustaveson and Lucina E. Gustaveson, his wife, to said first party.

Two Witnesses

(Corporate Seal)

Barnes Brothers, Incorporated
By Henry A. Barnes, Pres

Acknowledged; Hennepin County, Minnesota; February 23, 1918;

Personally appeared Henry A. Barnes, known to be President of corporation that executed within instrument and acknowledged that such corporation executed same.

Before A. W. Skene, Notary Public, Hennepin County, Minnesota.
(Seal) My commission expires March 1, 1923.

Sheet #

ASSIGNMENT OF MORTGAGE

Elizabeth Ellis

Dated: Aug. 28, 1928.

to

Filed: Sept. 26, 1928 at 3:01 PM.

Thacker Bond and Mortgage
Company, a corporation.

Recorded: Book 7 Ast. Mtgs. 492.

Filing #140350. Cons. \$1,000.00

First party herein does by these presents sell, assign, transfer and se-
over unto second party herein, a certain mortgage bearing date Jan. 9, 1918, m-
and executed by Carl R. Gustaveson, and recorded in the Office of the Register
of Deeds in and for the County of Bannock and State of Idaho on Jan. 26, 1918
4:01 PM in Book 31 of Mortgages page 71.

Witnesses 2.

Elizabeth Ellis

Acknowledged in Racine County, State of Wisconsin, Aug. 28, 1928, by
Elizabeth Ellis, before Harold M. Coelbel, a Notary Public in and for said
County and State. (Seal).

Sheet #

ASSIGNMENT OF MORTGAGE

Thacker Bond and Mortgage
Company, a corporation

to

S.W.Thacker.

Dated: Sept. 17, 1928.

Filed: Sept. 26, 1928 at 3:PM.

Recorded: Book 7 Ast. Mtgs. 491.

Filing #140349. Cons. \$1000.00.

First party herein does by these presents sell, assign, transfer and set over unto second party herein a certain mortgage bearing date Jan. 9, 1918, made and executed by Carl R. Gustavson, and recorded in the office of the Register of Deeds in and for the County of Bannock, State of Idaho, in Book 3 of Mortgages page 71 on the 26th day of Jan. 1918 at 4:01 PM.

Witnesses 2.

(Corp. Seal).

Thacker Bond and Mortgage Company
By S.W. Thacker, Its President
A.L. Ahrens, Its Secretary.

Acknowledged in Hennepin County, State of Minnesota, Sept. 17, 1928, by S.W. Thacker and A.L. Ahrens, President and Secretary respectively of the above corporation, who acknowledged that such corporation executed the same, before Carl Hanson, a Notary Public in and for said State. (Seal).

QUIT CLAIM DEED

S.W.Thacker and Edith S.Thacker
his wife

Dated: July 29, 1937.

Filed: Sept. 11, 1937 at 11:31 AM.

Recorded: Book Deeds page

Cons. \$1.00. Filing #193253.

to

First Trust Company of St. Paul,
Minnesota, a corporation.

Demise, release and forever Quitclaim land in Bannock County, State of
Idaho, to wit:

Lot 4 of Sec. 25, Twp. 6 South Range 38 East of the Boise Meridian, in
Bannock County, Idaho, lying east of the Fort Hall Indian Reservation Boundary
Line.

This deed is given as a correction deed and no revenue stamps are
required.

Together with all and singular the tenements etc.

Witnesses 2.

S.W.Thacker
Edith S.Thacker

Acknowledged in Hennepin County, State of Minnesota, Aug. 18, 1937, by S.
Thacker and Edith S. Thacker, his wife, before A.L. Ahrens, a Notary Public in and
for said County and State. (Seal). Comm. exp. May 27, 1941.

Carl R. Gustavson and
Lucina E. Gustavson, his
wife,

to

Barnes Brothers Incorporated,
Minneapolis Minnesota Cor-
poration.

MORTGAGE

Dated: January 9, 1918.
Filed: January 26, 1918 at
4:02 P. M.
Recorded: Book 31 of
Mortgages Page 72
Consideration: \$149.33

Grant, bargain, sell and convey real estate in Bannock
County, Idaho:

Lots four and five of Section twenty-five and
Lots one and eight of Section twenty-six, all in
Township six South of Range thirty-eight East of Boise
Meridian, containing 160 Acres, more or less.

This Mortgage is subject to certain other prior Mortgage
for \$100 of even date herewith, given by said first parties to
said second party.

Conveyance intended as Mortgage to secure payment of
promissory note of \$149.33, bearing even date herewith signed
by Mortgagors payable to said Mortgagee or order and due as
follows: \$29.33 on January 1, 1919, \$30 on January one of years
1920 to 1923 inclusive, respectively.

Two Witnesses

Carl R. Gustaveson (Seal)
Lucina E. Gustaveson (Seal)

Acknowledged; Bannock County, Idaho; January 24, 1918; by
Carl R. Gustavson and Lucina E. Gustavson, his wife; before
Fred E. Logue, Notary Public, for State of Idaho. Residing at
Bancroft, Idaho. (Seal)

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Not released

SATISFACTION OF MORTGAGE

Barnes Brothers Incorporated, a
corporation

to

Carl R. Gustavson and Lucina
E. Gustavson, his wife.

Dated: Aug. 10, 1937.

Filed: Sept. 11, 1937 at 11:30 AM.

Recorded: Book 18 SM. page

Filing # 193252.

First party herein does hereby certify and declare that a certain mortgage bearing date Jan. 9, 1918, made and executed by second parties herein, recorded in the office of the County Recorder of the County of Bannock, State of Idaho, in Book 31 of Mortgages on page 72 on the 26th day of January, 1918, together with the debt thereby secured, is fully paid, satisfied and discharged

Attest: R. J. Powell, Secretary
and Treasurer. (Corp. Seal).

BARNES BROTHERS, INCORPORATED
By C. W. Anderson, President.

Witnesses 2.

Acknowledged in Hennepin County, State of Minnesota, Aug. 13, 1937, by C. W. Anderson, President and R. J. Powell, Secretary and Treasurer of the corporation that executed the foregoing instrument, who acknowledged that such corporation executed the same, before Rudolph N. Enger, a Notary Public in and for said State
(Seal) Comm. exp. Mar. 12, 1944.

Bannock County, Idaho.

Fred E. Logue

AFFIDAVIT

Filed: February 21, 1918
at 2:20 P. M.
Recorded: Book 3 of
Miscellaneous Record, Page
147

That he is personally well acquainted with Carl R. Gustaveson and his wife, Lucina E. Gustaveson, and knows that they are identical persons who executed one certain mortgage of \$1,000, in favor of "Barnes Brothers", on January 9, 1918, recorded January 26, 1918 and who on January 9, 1918 executed second mortgage of \$149.33 in favor of "Barnes Brother", said second mortgage recorded January 29, 1918, and whose names appears in foregoing instruments as "Carl R. Gustavson" and "Lucina E. Gustavson", all of foregoing instruments cover:

Lots four and five of Section twenty-five,
Lots one and eight of Section twenty-six, Township six South
of Range thirty-eight East of Boise Meridian in Idaho;

That Carl R. Gustaveson and Carl R. Gustavson is one and
same person;

That Lucina E. Gustaveson and "Lucina E. Gustavson" is one
and same person.

Fred E. Logue

Subscribed and sworn to before me, this February 19, 1918.

(Seal)

Henry Van Slooten, Notary
Public.
Residing at Bancroft, Idaho.
My commission expires 2/13/19.

Sheet #

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

S.W.Thacker, Plaintiff

Case #8749.

vs

LIS PENDENS

Carl R.Gustaveson and Lucina E.
Gustaveson, husband and wife; Merchants
Trust and Savings Bank, a corporation;
and Merchants Trust Company, a corporation,
Defendants.

Filed:Mar.15,1929 at 9:36 AM.

Recorded:Book 3 L.P.423.

Filing #143648.

Notice is hereby given; that on the 15th day of March 1929, an action was commenced in the above entitled Court, for the purpose of foreclosing a mortgage against the property hereinafter described; and that the parties to said action are as set forth above; that the object of the action is to obtain a decree of foreclosure and an order of sale of the property. The description of the property affected by the said action;

Lots 4 and 5 of Sec.25 and Lots 1 and 8 of Sec.26, all in Twp.6, S.R.
38 East of the Boise Meridian, containing 160 acres more or less.

Holdem & Coffin, Attorneys for the Plaintiff
By T.C.Coffin

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Sheet #

CERTIFICATE OF SALE

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, I
AND FOR THE COUNTY OF BANNOCK

S.W.Thacker, Plaintiff

Dated: Sept. 30, 1929.

vs

Filed: Oct. 3, 1929 at 9:10 AM.

Carl R. Gustaveson and Lucina E.
Gustaveson, husband and wife:
Merchants Trust and Savings Bank,
a corporation; and Merchants Trust
Company, a corporation, Defendants.

Recorded: Book 3 Cert. Sales 417.

Filing #147069.

Sold for \$2177.51.

Property sold to Plaintiff.

Description:

Lots 4 and 5 of Sec. 25, and Lots 1 and 8 of Sec. 26, all in Twp. 6
South, Range 38 East of the Boise Meridian, containing 160 acres, more or less
Together with all improvements, water rights etc.

H.W. Henderson, Sheriff.

Sheet #

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

S.W.Thacker, Plaintiff

Case #8749.

vs

DECREE.

Carl R.Gustaveson and Lucina E.
Gustaveson, husband and wife:
Merchants Trust and Savings Bank, a
corporation: and Merchants Trust
Company, a corporation, Defendants.

Filed:Aug.31,1929.

Recorded:Book 10 Jdms.82.

The above entitled matter having come on for hearing before the under-
signed, District Judge, at chambers in Pocatello, Idaho.....

.....

It is further ordered, adjudged and decreed that the defendants, Carl R.Gustaveson et al, and each and all of them, and all persons claiming under them, or any of them, whether as purchasers, incumbrancers or otherwise, be barred and foreclosed of all right, title, claim and equity of redemption of every kind and character in and to said mortgaged premises and every part and parcel thereof.

The particular property to which this decree relates, so far as the same can be determined from the complaint on file herein, is the following, to-wit:

Lots 4 and 5 of Sec.25, and Lots 1 and 8 of Sec.26, all in Twp.6 South Range 38 East of the Boise Meridian, containing 160 acres, more or less in Bannock County, Idaho.

It is further ordered, adjudged and decreed that the property herein-before described in this decree is the property identified by the plat approved by the General Land Office on Sept.28,1875, in so far as Section 25 of Twp.6 South of Range 38 East of the Boise Meridian, is concerned, and that the Lot 4 of said Sec.25, Twp.6 South, Range 38 East of the Boise Meridian, affected by this decree is in the Northwest corner of said Section, and that the defendants herein named, to-wit: Merchants Trust and Savings Bank and Merchants Trust Company have no right, title, interest, claim or estate of any kind or character in or to said property, or any part thereof, and it is intended by this Court in this decree, in so far as jurisdiction rests in it to do so and in accordance with the facts heretofore found, to eliminate from the record any confusion regarding the description of property included in Sec.25, Twp.6 South Range 38 East of the Boise Meridian, and it is therefore ordered, adjudged and decreed that the defendants, Merchants Trust and Savings Bank and Merchants Trust Company, corporations, be, and they, and their successors and assigns hereby are forever enjoined from asserting any right, title, interest or estate in or to Lot 4, Sec.25, Twp.6 South of Range 38 East of the Boise Meridian, as the same appears on the plat approved by the General Land Office on Sept.28, 1875.

Done in Chambers, in Pocatello, Idaho, this 31st day of August, 1929.

Robert M.Terrell, District Judge.

TAX STATEMENT

Taxes due up to and including the year
1936 are paid.

Year 1937 are an accruing lien, but are
not yet due or payable.

No. 7937

Abstract and Title Guaranty Co., a corporation organized and existing under and by virtue of the laws of the State of Idaho, does hereby certify and declare that the foregoing sheets numbered from one to one hundred fifteen embrace a true and correct abstract of all instruments on file, and of record in the office of the County Recorder of Bannock County, State of Idaho, which affect the title to the lands described in the caption of this Abstract.

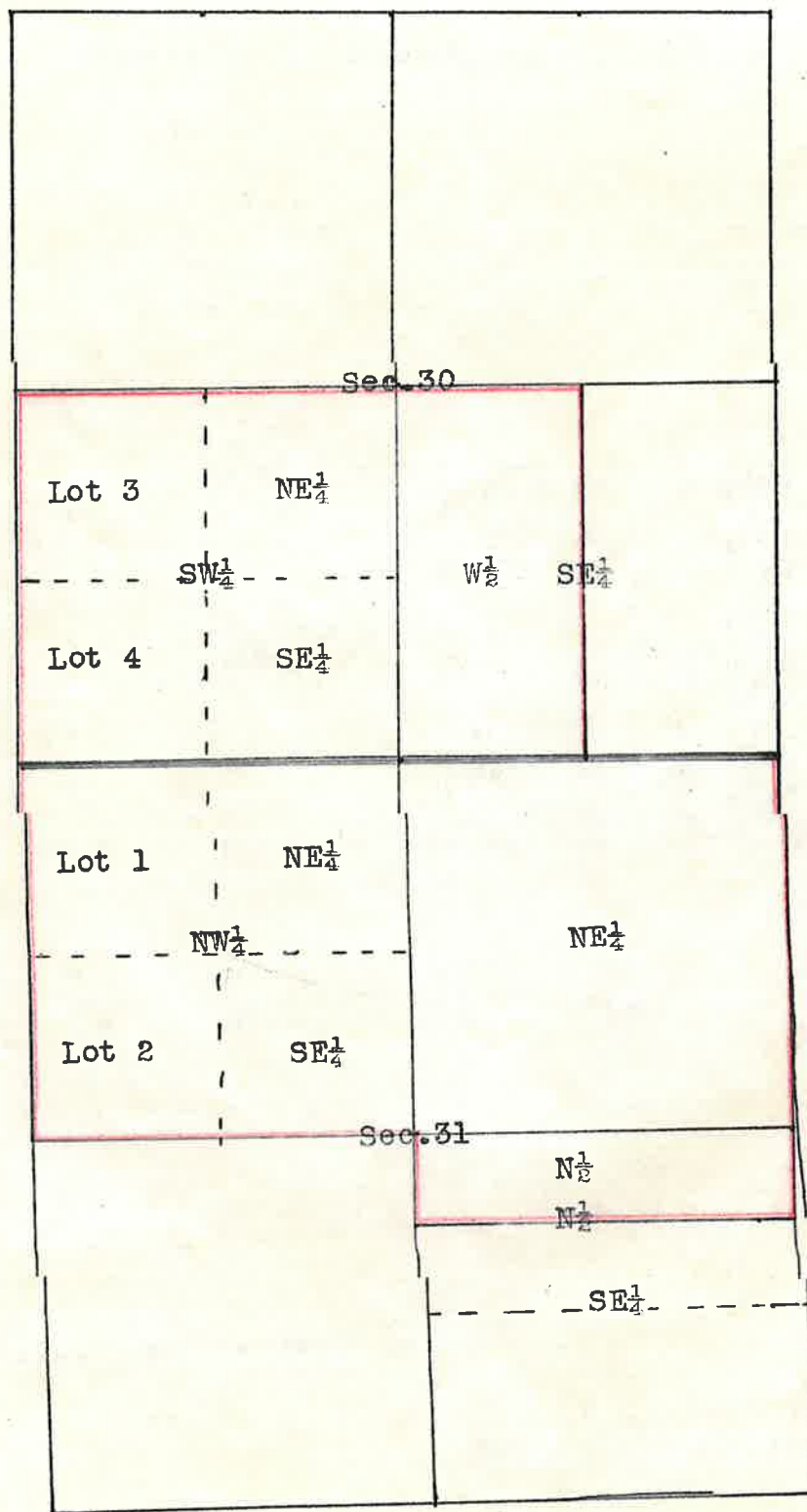
It is further certified that there are no taxes due and unpaid on said land, no tax sales unredeemed and no tax deeds have been given thereon, other than shown herein.

This Certificate is made to L.G.Call at the request of Merrill & Merrill, Attorneys at Law.

Dated at Pocatello, Bannock County, State of Idaho,
this 18th day of September 1937 at 9:AM.

ABSTRACT AND TITLE GUARANTY CO.,

By Blackhurst Secretary



Plat of Sections 30 and 31 in Township 6
South, Range 39 East of the Boise Merid-
ian, Bannock County
Idaho

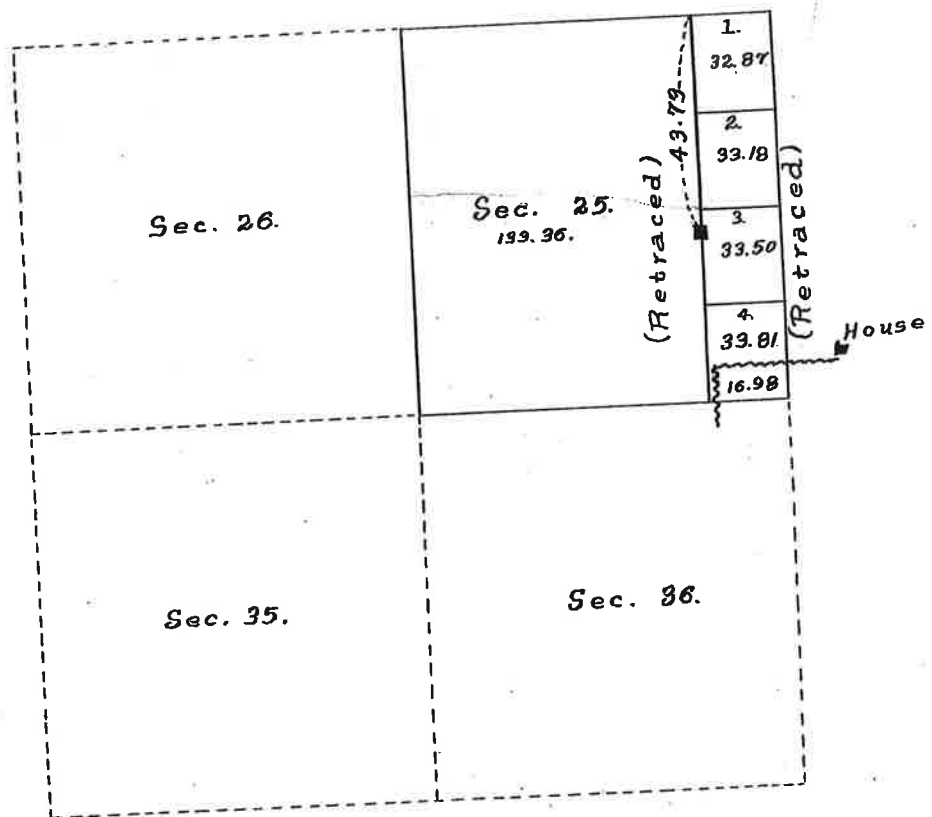
Section 25
Township 6 South, Range 38 East.

26.	20	20	20	13.00 a 26.30
	4.	3.	2.	1.
	20	20	20	13.30 a 26.68
	5.	6.	7.	8.
35.	20	20	20	13.38 a 26.68
	12.	11.	10.	9.
	20	20	20	13.36 a 26.61
	13.	14.	15.	16.
36.				

Survey made in 1873

Scale 40 chains to an inch.

Section 25
Township 6 South Range 38 East.

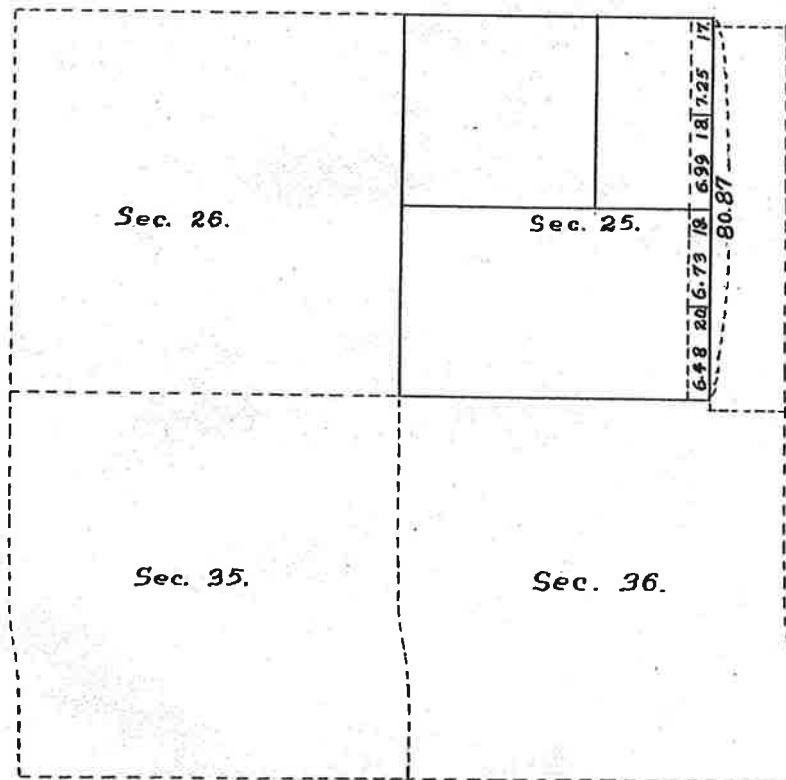


Survey made in 1890

Scale 40 chains to an inch.

Section 25

Township 6 South, Range 38 East.



Survey made in 1913

Scale 40 chains to an inch.

SEC. 36. T.6.S., R38.EBM.

Scale 600 = 1"

4 Indian Allotment #65. B. H. McKinley	3 Indian Allotment #66. Tea-chend	2 Lot 1 33.59 Trust
5 Indian Allotment #67 Jack Hoyt	6 Indian Allotment #71. No-mo-nah-se	Lot 2 33.75 Trust
12 Indian Allotment #68. So-mah	11 SOMONE CREEK Indian Allotment #72. No-vish	Lot 3 33.61 Trust
13 Indian Allotment #69 Mary Hoyt	14 Indian Allotment #73 Charley Pizuko	Lot 4 33.47 Trust

ABSTRACT OF TITLE

TO

See Caption

For

L. G. Ball

COMPLETE ABSTRACTS OF TITLE
TO ALL LANDS AND TOWN LOTS
IN THIS COUNTY

COMPILED BY

Abstract and Title Guaranty Company

ABSTRACTERS FOR BANNOCK COUNTY

248 North Main St. Phone 145 and 735

POCATELLO, IDAHO

