

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

AUG 19 2019

Department of Water Resources
Eastern Region

Notice of Change in Water Right Ownership

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, [see #6](#) of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
22-13615	Yes ☒	Yes ☐		Yes ☐	Yes ☐
22-13615	Yes ☐	Yes ☐		Yes ☐	Yes ☐
22-13615 22-14363	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Karen Saylor (or Jessica Tescher)
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): John Clifton Moulton and Leisa Lyn Moulton
New owner(s) as listed on the conveyance document

107104 S 292 PR SW Prosser WA 99350
Mailing address City State ZIP
(509)834-5259 chickie3042@gmail.com
Telephone Email

4. If the water rights and/or adjudication claims were split, how did the division occur?
- ☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
- ☒ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.

5. Date you acquired the water rights and/or claims listed above: 6-26-2019

6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed [IRS Form W-9](#) for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed [Lessor Designation](#) form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).

7. This form must be signed and submitted with the following **REQUIRED** items:

- ☐ A copy of the conveyance document -- warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
- ☐ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
- ☐ Filing fee (see instructions for further explanation):
- ☐ \$25 per undivided water right.
 - ☐ \$100 per split water right.
 - ☐ No fee is required for pending adjudication claims.
- ☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
- ☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: [Signature] Title, if applicable: _____ Date: 8-12-19
Signature of new owner/claimant

Signature: [Signature] Title, if applicable: _____ Date: 8-12-19
Signature of new owner/claimant

For IDWR Office Use Only:

Received by [Signature] Date 8/19/2019 Receipt No. E045251 Receipt Amt. \$100.00

Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐

Name on W-9 _____ Approved by [Signature] Processed by [Signature] Date 8/29/2019

SUPPORT DATA

IN FILE # 22-13615

OR name connector / full chain to Saylor attached

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
81 North Main Street/P.O. Box 42
Driggs, ID 83422

TETON COUNTY, IDAHO
06-26-2019 15:48:00 No. of Pages: 3
Recorded for: FIRST AMERICAN TITLE - DRIGGS
KIM KEELEY Fee: \$15.00
Ex-Officio Recorder Deputy, Kim Keeley
Index to: DEED, WARRANTY

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **732815-T (JP)**

Date: **June 05, 2019**

For Value Received, **Lance W. Saylor, subject to the community interest of his spouse, if any, March 26, 2019, the date of acquiring title**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **John Clifton Moulton and Leisa Lyn Moulton, husband and wife**, hereinafter called the Grantee, whose current address is **107104 S 292 Pr SW, Prosser, WA 99350**, the following described premises, situated in **Teton County, Idaho**, to-wit:

PART OF THE NW 1/4 NE 1/4 OF SECTION 23, TOWNSHIP 4 NORTH, RANGE 45 EAST., B.M., TETON COUNTY, IDAHO, BEING FURTHER DESCRIBED AS:
FROM THE NORTH 1/4 CORNER OF SAID SECTION 23, N 89° 51' 04" E, 829.62 FEET TO THE POINT OF BEGINNING;
THENCE N 89° 51' 04" E, 382.55 FEET TO A POINT;
THENCE S 00° 52' 07" E, 1329.91 FEET TO A POINT;
THENCE N 89° 58' 12" W, 404.00 FEET TO A POINT;
THENCE N 00° 03' 21" E, 1328.55 FEET TO THE POINT OF BEGINNING.

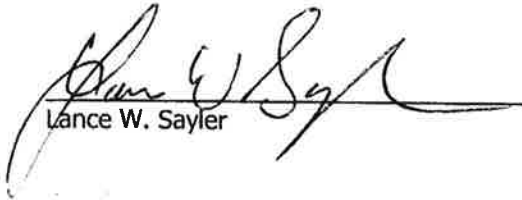
SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Date: 06/05/2019

Warranty Deed
- continued

File No.: 732815-T (JP)


Lance W. Saylor

STATE OF

)
ss.

COUNTY OF

)

See attached

On this _____ day of June, 2019, before me, a Notary Public in and for said State, personally appeared **Lance W. Saylor**, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

Notary Public for the State of
Residing at:
My Commission Expires:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California)
COUNTY OF Nevada)

On June 25, 2019 before me, Cherise C. Williams, Notary Public, personally appeared

Lance W. Saylor
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Cherise C. Williams



This area for official notarial seal.

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- ☒ INDIVIDUAL
☐ CORPORATE OFFICER(S) TITLE(S)
☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER

SIGNER IS REPRESENTING:

Name of Person or Entity

Name of Person or Entity

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT: _____

NUMBER OF PAGES _____

DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

**Recording Requested by and
When Recorded Return to:**
Lisa Marie Fraas, Esq.
P.O. Box 470
Tahoe Vista, CA 96148

TETON COUNTY, IDAHO
4-15-2019 03:58:08 PM No. of Pages: 2
Recorded for : LISA MARIE FRAAS
KIM KEELEY Fee: 15.00
Ex-Officio Recorder Deputy
Index to: DEED, QUIT-CLAIM

THE UNDERSIGNED GRANTOR DECLARES
DOCUMENTARY TRANSFER TAX IS \$0.00
Is exempt, transfer to irrevocable trust

Space Above for Recorder's Use

QUITCLAIM DEED

GRANTOR, Lisa Marie Fraas, Esq, Trustee of the KAREN M. SAYLER REVOCABLE TRUST NO 1., dated June 1, 1990, whose address is P.O. Box 470 Tahoe Vista, California 96148, for good and valuable consideration the receipt of which is hereby acknowledged, does remise, release and forever quitclaim unto GRANTEE, Lance W. Sayler all the following described real estate situated in Teton County, Idaho:

PART OF THE NW 1/4 NE 1/4 OF SECTION 23, TOWNSHIP 4 NORTH, RANGE 45 EAST., B.M., TETON COUNTY, IDAHO, BEING FURTHER DESCRIBED AS:

FROM THE NORTH 1/4 CORNER OF SAID SECTION 23, N 89°51'04"E, 829.62 FEET TO THE POINT OF BEGINNING;

THENCE N 89°51'04"E, 382.55 FEET TO A POINT;

THENCE S 00°52'07"E, 1329.91 FEET TO A POINT;

THENCE N 89°58'12"W, 404.00 FEET TO A POINT;

THENCE 00°03'21"E, 1328.55 FEET TO THE POINT OF BEGINNING.

CONTAINS 12.00 ACRES MORE OR LESS.

SUBJECT TO A COUNTY ROAD AND UTILITY EASEMENT ALONG THE NORTHERN PROPERTY BOUNDARY.

To have and to hold, all and singular the above-described premises together with appurtenances unto Grantee and its heirs and assigns forever.

Restriction: The above parcel cannot be further split under the provisions of the Teton County Subdivision Ordinance, Title 9, chapter 8, Sections 9-8-3B, 9-8-4 and 9-8-5: One Time Only split of One Parcel of Land, Amended Ordinance September 25, 2007.

Grantor has hereunto set her hand on the day and year first above written.



LISA MARIE FRAAS, Grantor/Trustee
KAREN M. SAYLER REVOCABLE TRUST NO. 1
Dated June 1, 1990

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On March 26 2019, before me, Kendall Stephens, notary public, personally appeared LISA MARIE FRAAS, ESQ. personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Nevada that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

K Stephens
Kendall Stephens, Notary Public

202325 JAN15'09 AM11:35

TETON COUNTY, IDAHO

1-15-2009 11:35:00 No. of Pages: 2

Recorded for : A W ENGINEERING

MARY LOU HANSEN

Fee: 6.00

Ex-Officio Recorder Deputy

Index to: DEED, WARRANTY

[Signature]

WARRANTY DEED

Warranty deed made this 20 day of December, 2008, between THE KAREN M. SAYLER REVOCABLE TRUST, AUDREY FERDINANDSON, TRUSTEE of P.O. Box 120, Norden, California 95724 as Grantor, and THE KAREN M. SAYLER REVOCABLE TRUST, AUDREY FERDINANDSON, TRUSTEE of P.O. Box 120, Norden, California 95724 referred to as Grantee.

Grantor in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, has granted, bargained, and sold, and does hereby grant, bargain, sell and convey, and confirm unto Grantee and its heirs and assigns forever, all the following described real estate situated in Teton County, Idaho:

PART OF THE NW 1/4 NE 1/4 OF SECTION 23, TOWNSHIP 4 NORTH, RANGE 45 EAST., B.M., TETON COUNTY, IDAHO, BEING FURTHER DESCRIBED AS:

FROM THE NORTH 1/4 CORNER OF SAID SECTION 23, N 89°51'04"E, 829.62 FEET TO THE POINT OF BEGINNING;

THENCE N 89°51'04"E, 382.55 FEET TO A POINT;

THENCE S 00°52'07"E, 1329.91 FEET TO A POINT;

THENCE N 89°58'12"W, 404.00 FEET TO A POINT;

THENCE N 00°03'21"E, 1328.55 FEET TO THE POINT OF BEGINNING.

CONTAINS 12.00 ACRES MORE OR LESS.

SUBJECT TO A COUNTY ROAD AND UTILITY EASEMENT ALONG THE NORTHERN PROPERTY BOUNDARY.

To have and to hold, all and singular the above-described premises together with the appurtenances unto Grantee and its heirs and assigns forever.

And Grantor and its heirs shall and will warrant and by these presents forever defend the premises in the quiet and peaceable possession of Grantee, its heirs, and assigns against Grantor and its heirs and against all and every person and persons whomsoever, lawfully claiming the same.

Restriction: The above parcel cannot be further split under the provisions of the Teton County Subdivision Ordinance, Title 9, Chapter 8, Sections 9-8-3B, 9-8-4 and 9-8-5: One Time Only Split of One Parcel of Land, Amended Ordinance September 25, 2007.

Grantor has hereunto set her hand on the day and year first above written.

Audrey Ferdinandsen

THE KAREN M. SAYLER REVOCABLE TRUST,
AUDREY FERDINANDSON, TRUSTEE

STATE OF CALIFORNIA)

SS

County of SANTA CLARA)

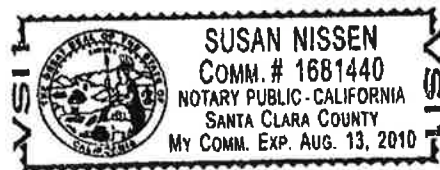
On this 20 day of DECEMBER in the year of 2008, before me, a Notary Public in and for said State, personally appeared AUDREY FERDINANDSON known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

Susan Nissen

Notary Public for

Residing at: 103 Cardinal Lane, Los Gatos, CA 95032

My commission expires: AUG. 13, 2010



RECEIVED

SEP 27 2004

TETON CO., ID
CLERK RECORDER

163719

QUITCLAIM DEED

GRANTORS, NORM SAYLER and KAREN SAYLER, whose current address is P. O. Box 113, Norden, CA 95724, for a good and valuable consideration, the receipt of which is hereby acknowledged, do remise, release, and forever quitclaim unto GRANTEE, Audrey Ferdinandson, Trustee of THE KAREN M. SAYLER REVOCABLE TRUST whose current address is c/o P. O. Box 120, Norden, CA 95724, Grantee's heirs and assigns, forever, all of Grantor's right, title and interest, now owned or hereafter acquired, in the following described real estate situated in Teton County, Idaho:

From the N¼ corner of Section 23, Township 4 North, Range 45 East, Boise Meridian, Teton County, Idaho, N 89° 51'04" E, 567.24 feet to the true point of beginning; thence N 89° 51'04" E, 644.93 feet to a point; thence S 00° 52'07" E, 1329.91 feet to a point; thence N 89° 58' 12" W, 666.38 feet to a point; thence N 00° 03'21" E, 1327.74 feet to the point of beginning.

Subject to a county road and utility easement along the Northern property line.

Said parcel being subject to any easements, rights-of-way, covenants, conditions, restrictions, reservations, agreements or encumbrances of sight and/or record.

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

GRANTORS have hereunto set their hand this 9 day of 23, 2004.

Instrument # 163719

DRIGGS, TETON, IDAHO

2004-09-27 09:45:55 No. of Pages: 2

Recorded for : MOULTON LAW OFFICE

NOLAN G. BOYLE

Fee: 6.00

Ex-Officio Recorder Deputy

Index to: DEED, QUIT-CLAIM

Norm Sayer
NORM SAYLER, Grantor

Karen Sayer
KAREN SAYLER, Grantor

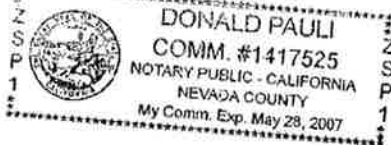
163719

STATE OF CALIFORNIA)

: SS.

County of NEVADA)

On this 23 day of SEPT, in the year of 2004, before me, a Notary Public in and for said State, personally appeared NORM SAYLER, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.



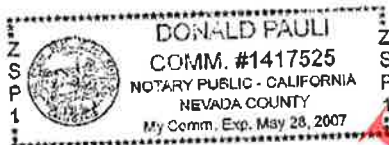
Donald Pauli
Notary Public for California
Residing at: TRUCKEE CA
My Commission expires: 5/28/07

STATE OF CALIFORNIA)

: SS.

County of NEVADA)

On this 23 day of SEPT, in the year of 2004, before me, a Notary Public in and for said State, personally appeared KAREN SAYLER, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.



Donald Pauli
Notary Public for California
Residing at: TRUCKEE
My Commission expires: 5/28/07

RECEIVED

SEP 27 2004

TETON CO., ID
CLERK RECORDER

163718

Instrument # 163718

DRIGGS, TETON, IDAHO

2004-09-27

09:45:55 No. of Pages: 2

Recorded for : MOULTON LAW OFFICE

NOLAN G. BOYLE

Fee: 6.00

Ex-Officio Recorder Deputy

Index to: DEED, QUIT-CLAIM

QUITCLAIM DEED

GRANTOR, NORM SAYLER, whose current address is P. O. Box 9, Norden, CA 95724, for a good and valuable consideration, the receipt of which is hereby acknowledged, does remise, release, and forever quitclaim unto GRANTEE, Audrey Ferdinandson, Trustee of THE KAREN M. SAYLER REVOCABLE TRUST, whose current address is c/o P. O. Box 120, Norden, CA 95724, Grantee's heirs and assigns, forever, all of Grantor's right, title and interest, now owned or hereafter acquired, in the following described real estate situated in Teton County, Idaho:

Tax No. 3213, being more specifically described as:

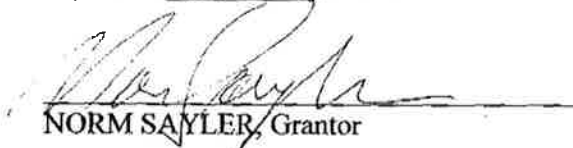
That portion of the N $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 23, Township 4 North, Range 45 East, Boise Meridian, Teton County, Idaho, described as follows: Beginning at a point N 89°51'04" E, 1212.16 feet along the North line of Section 23 from the N $\frac{1}{4}$ corner of said Section 23; N89°51'04" E, 596.90 feet along the North line of Section 23, to a point; thence S00°43'33" W, 1331.71 feet more or less along fence line to a point on the South line of the N $\frac{1}{2}$ NE $\frac{1}{4}$; thence N89°58'12" W, 559.86 feet along the South line of the N $\frac{1}{2}$ NE $\frac{1}{4}$ to a point; thence N00°52'07" W, 1329.91 feet more or less along fence line to the point of beginning.

Subject to a county road and utility easement along the Northern property line.

Said parcel being subject to any easements, rights-of-way, covenants, conditions, restrictions, reservations, agreements or encumbrances of sight and/or record.

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

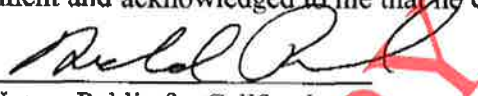
GRANTOR has hereunto set his hand this 23 day of SEPT, 2004.

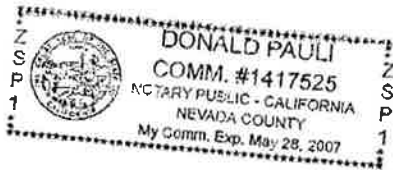

NORM SAYLER, Grantor

163718

STATE OF CALIFORNIA)
 : SS.
County of NEVADA)

On this 23 day of SEPT, in the year of 2004, before me, a Notary Public in and for said State, personally appeared NORM SAYLER, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.


Notary Public for California
Residing at: TRUCKEE CA
My Commission expires: 5/28/07



RECEIVED

JUL 02 2004

TETON CO. ID
CLERK RECORDER

162057

SATISFACTION OF MORTGAGE

Know All Men That SMDS LIMITED LIABILITY COMPANY

hereby certify that a certain mortgage executed by NORM SAYLER and
KAREN SAYLER

to SMDS LIMITED LIABILITY COMPANY

Recorded June 3rd, 1994 Instrument No. 116333

corrected mortgage recorded August 18, 1994 as instrument #117241

for Teton County, Idaho, together with the debt thereby secured, is
fully paid, and satisfied and discharged.

Dated:

SMDS LIMITED LIABILITY COMPANY

Jean F. Staehr, Manager
JEAN F. STAEHR, Manager

STATE OF Idaho

COUNTY OF Teton

: ss

On this 20th day of MAY, in the year 1994, before
me, a Notary Public in and for said State, personally appeared JEAN
F. STAEHR, known or identified to me to be the manager of the
limited liability company that executed the instrument and
acknowledged to me that such liability company executed the same.

Nolan G. Boyle
Notary Public

Residing at DRIGGS

Commission Expires: 5-14-2000

Instrument # 162057

DRIGGS, TETON, IDAHO

2004-07-02

10:12:33 No. of Pages: 1

Recorded for: FIRST AMERICAN TITLE

NOLAN G. BOYLE

Fee: 3.00

Ex-Officio Recorder Deputy Nolan G. Boyle

Index to: MORTGAGE, SATISFACTION OF

162057

DEC 09 1994

118385

TETON Co. Id.
Clerk Recorder

QUITCLAIM DEED

For Value Received NORM SAYLER and KAREN SAYLER, husband and wife

do hereby convey, release, remise and forever quit claim unto

NORM SAYLER, a married man as his sole and separate property
whose address is: 10179 ANGELA DR., NORDEN, CA, 95724

the following described premises situated in Teton County, Idaho, to-wit:

That portion of the N1/2NE1/4 Section 23, Township 4 North, Range 45 East, Boise Meridian, Teton County, Idaho, described as follows: Beginning at a point N 89 degrees 51'04" East, 1212.16 feet along the North line of Section 23 from the N1/4 corner of said Section 23: thence N 89 degrees 51'04" East, 596.90 feet along the North line of Section 23, to a point; thence S 00 degrees 43'33" West, 1331.71 feet more or less along fence line to a point on the South line of the N1/2NE1/4 to a point; thence N 89 58'12" West, 559.86 feet along the South line of the N1/2NE1/4 to a point; thence N 00 degrees 52'07" West, 1329.91 feet more or less along fence line to the point of beginning.

Subject to a county road and utility easement along the northern property line which varies in width from 22 feet to 29 feet.

together with their appurtenances.

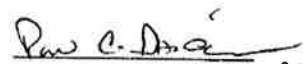
Dated:


 NORM SAYLER


 KAREN SAYLER

 STATE OF California
 COUNTY OF Neuon

On this 26th day of November, in the year 1994, before me, a Notary Public in and for said State, personally appeared NORM SAYLER and ~~KAREN SAYLER~~, known or identified to me to be the person(s) whose name(s) are subscribed to the within Instrument, and acknowledged to me that they executed the same.

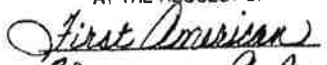


 Notary Public of NEVADA CO.
 Residing at Tandee, CA.
 Commission Expires 10-10-95

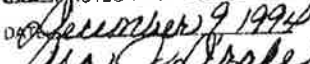
On this 1st day of December, in the year 1994, before me, a Notary Public in and for said State, personally appeared Karen Saylor, known or identified to me to be the person whose name is subscribed to the within Instrument, and acknowledged to me that they executed the same.

118385

FILED

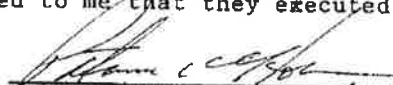
AT THE REQUEST OF


 30 MINUTES PAST 9 A M


 December 9 1994

CLERK OF RECORDER


 DEPUTY

 Filed ☒
 Indexed ☒
 Platted ☒

 Notary Public of Washington
 Residing at Tacoma
 Commission Expires 6/17/97




117241

CORRECTION

REAL ESTATE MORTGAGE

AUG 18 1994

TETON Co. Id.
Clerk RecorderTHIS MORTGAGE, Made by NORM SAYLER and KAREN SAYLER, husband and wife

as MORTGAGOR,

whose current address is: P.O. Box 9, Norden, CA 95724and SMDS LIMITED LIABILITY COMPANYC/O JEAN F. STAEHR, MANAGER, SKYLINE ROUTE #22, JACKSON, WYOMING 83001
MORTGAGEE,

WITNESSETH, That the said MORTGAGOR, for good and valuable consideration, the receipt where of is hereby acknowledged, does hereby grant, bargain, sell and convey unto the said MORTGAGEE, their heirs and assigns forever, the following real estate situated in Teton County, State of Idaho, to-wit:

That portion of the N1/2NE1/4 Section 23, Township 4 North, Range 45 East, Boise Meridian, Teton County, Idaho, described as follows:
From the N1/4 Corner of said Section 23, North 89 degrees 51'04" East, 567.24 feet to the true point of beginning;
thence North 89 degrees 51'04" East, 644.93 feet to a point;
thence South 00 degrees 52'07" East, 1329.91 feet to a point;
thence North 89 degrees 58'12" West, 666.38 feet to a point;
thence North 00 degrees 03'21" East, 1327.74 feet to the point of beginning.

Subject to a county road and utility easement along the Northern Property Line.

THIS MORTGAGE IF BEING RECORDED TO CORRECT A PREVIOUS MORTGAGE RECORDED JUNE 3, 1994, RECORDER'S NUMBER 116333, RECORDS OF TETON COUNTY, IDAHO.

117241

FILED

AT THE REQUEST OF

First American

AT 30 MINUTES PAST 11 a.m.

DATE Aug. 18, 1994Anna J. Drake

CLERK OF RECORDER

BY Nora Lighty
DEPUTY

Filled ☒
Indexed ☒
Platted ☒

TOGETHER WITH all the improvements, privileges and appurtenances thereunto belonging and all rights of homestead exemption; together with all ditch and water rights of every nature, however evidenced, used on the said land or belonging to the same or said MORTGAGOR, which may be hereafter acquired or used upon said land. Said MORTGAGOR does hereby warrant the title to said land and water rights against all persons whomsoever, and agree to defend the same.

THIS CONVEYANCE is intended as a mortgage to secure the payment of the principal sum of _____

FORTY EIGHT THOUSAND AND NO/100-----Dollars

(\$ 48,000.00), lawful money of the United States of America, evidenced by a promissory note executed and delivered by MORTGAGOR herein, dated June 1, 1994, with final payment due May 1, 1999

TOGETHER WITH interest, costs, and expenses, as therein provided, payable to the order of the MORTGAGEE at the times and in the manner and with interest as therein set forth, together with any extensions, renewals, modifications and future advances thereof or thereunder; the performance of each agreement of MORTGAGOR herein contained; and the payment of all sums expended or advanced by MORTGAGEE and/or pursuant to the terms of this Mortgage and/or the note(s), together with interest thereon as provided therein.

MORTGAGE - 1

To Protect the Security of the Mortgage, Mortgagor Covenants and Agrees:

1. To keep said property in good order and condition as it now is and not commit or permit any waste thereof;
2. To promptly make all repairs, replacements, additions, improvements and alterations thereto, interior and exterior, structural and nonstructural, which are necessary or appropriate to keep the same in good order and condition;
3. To complete or restore promptly and in a good and workmanlike manner any building or other improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor;
4. To not remove or demolish any building or other improvement thereof now or hereafter existing on the property;
5. To comply with all laws, ordinances, regulations, covenants, conditions, and restrictions affecting said property;
6. To not: 1) allow changes in the use of the property from the date of this Mortgage; 2) maintain, operate or occupy the property or allow the property to be used, maintained, operated or occupied in any manner which violates any laws, safeguarded as required by law, which constitutes a public or private nuisance, or such makes void, voidable, or cancellable or increases the premiums of any insurance required to be maintained under this Mortgage; or 3) initiate or acquiesce in a change in the zoning classification of the property; unless required by applicable law or unless MORTGAGEE has given its prior written consent.
7. To not alter the property and not, except as is necessary to maintain the property in a state of good condition and repair, make or permit to be made any alterations or additions to the property of a material nature without the prior written consent of MORTGAGEE.
8. To keep the buildings, improvements, fixtures, equipment, machinery, and appliances of the above-described property, or to be hereafter constructed or placed thereon, insured against loss by fire or other hazards, casualties, and contingencies included in the term "extended coverage," in such forms of insurance, and in such amounts, as may be required by to the MORTGAGEE, but not in an amount less than the full replacement cost of all buildings, fixtures, and other insurable improvements of the property for the benefit of the MORTGAGEE, with loss payable solely to MORTGAGEE, and to deliver all policies to MORTGAGEE, which delivery shall constitute an assignment to MORTGAGEE of all return premiums; Neither destruction of the property in whole or in part nor the application of insurance proceeds to reconstruct the premises or to reduce the indebtedness secured by this Mortgage shall cause suspension, extension or abatement of payments under the note, serviced hereby unless the entire indebtedness is paid by the application of said insurance proceeds;
9. To pay in full immediately and discharge before delinquent all encumbrances, taxes and assessments, charges, liens and other impositions, with interest and penalties, on said property or any part thereof, including, and to pay in full immediately and discharge before delinquent, all dues or assessments upon said ditch or water rights or water stock. MORTGAGOR shall pay, when due, all claims of all persons supplying labor or materials to or in connection with the property when due.
10. To pay all costs, fees, and expenses, of this Mortgage, including, but not limited to, cost of search and evidence of title and advertising expense and attorneys' fees incurred in enforcing any of the provisions of this Mortgage, or in exercising any remedies hereunder, whether the same be incurred pursuant to limitations, any form of bankruptcy proceedings or otherwise, which sums shall also be secured by this Mortgage. Nothing in this paragraph shall limit any provision of any statute which requires MORTGAGOR to pay more attorneys' fees than as provided in this paragraph.

It is Mutually Agreed that:

11. Should the property or any part thereof be taken or damaged by reason of any public improvement or condemnation proceeding, or damaged by fire, or earthquake, or in any other manner, MORTGAGEE shall be entitled to all compensation, awards and other payments or relief therefor, and shall be entitled at their option to commence, appear in and prosecute in their own names, any action or proceeding or to make any compromise or settlement, in connection with such taking or damage. All such compensation, awards, damages, rights or action and proceeds, including the proceeds of any policies of fire and other insurance affecting said property, are hereby assigned to MORTGAGEE, who may after deducting therefrom all of its expenses, including attorneys' fees, release any moneys so received by it or apply the same on any indebtedness secured hereby. MORTGAGOR agrees to promptly notify MORTGAGEE of any action or proceeding relating to any condemnation or other taking, whether direct or indirect, of the property, or part thereof, and MORTGAGOR shall appear in and prosecute any such action or proceeding unless otherwise directed in writing by MORTGAGEE. MORTGAGOR authorizes MORTGAGEE, at MORTGAGEE'S option, as attorney-in-fact for MORTGAGOR, to commence, appear in, and prosecute, in MORTGAGEE'S or MORTGAGOR'S name, any action or proceeding relating to any condemnation or taking of the property, whether direct or indirect, and to settle or compromise any claim in connection with such condemnation or taking. MORTGAGOR agrees to execute such further evidence of assignment of awards, proceeds, damages, or claims arising in connection with such condemnation as MORTGAGEE may require. Unless said indebtedness is paid in full by the application of said awards, no such award or application thereof shall constitute a reduction in or abatement of any payments required by the Note.
12. MORTGAGOR shall pay the indebtedness, secured by this Mortgage as and when called for in the documents evidencing the same and will fully and promptly perform all of the obligations under the Note and this Mortgage as such performance becomes due.
13. The term "Event of Default," as used in this Mortgage, shall mean the occurrence or happening, at any time and from time to time, or any one or more of the following:

(a) If MORTGAGOR shall fail to pay, in full, any payment or any portion of the indebtedness secured by this Mortgage, when the same shall become due and payable, whether at the due date thereof stipulated in the Note and this Mortgage, or by acceleration or otherwise; or

(b) If MORTGAGOR shall fail, refuse or neglect to perform and discharge fully and timely any of the other obligations of MORTGAGOR under the Note and/or this Mortgage; or

(c) If the property is materially demolished, destroyed or substantially damaged and suitable arrangements are not made with MORTGAGEE by MORTGAGOR to reconstruct the same or if the same cannot be repaired within 120 days from the date of destruction.

14. Upon the occurrence of any Event of Default, as that term is defined above, MORTGAGEE, at MORTGAGEE'S option, may declare all of the indebtedness and other sums secured by this Mortgage to be immediately due and payable without further demand, and those remedies hereunder, under any of the Note and/or permitted by applicable law regarding Mortgages may be invoked.

15. In addition to the foregoing, MORTGAGEE'S rights in the Event of Default shall include, but shall not be limited to, the right of MORTGAGEE to:

(a) Take possession and hold, occupy, operate, and use the property, together with the personalty, without liability or obligation on its part, and to do all acts affecting said property as MORTGAGEE may deem necessary to keep the property in good condition and repair and to conserve the value thereof;

(b) To the extent permitted by law, bring an action to collect any installment which is due or past due and payable without affecting or losing the security of this Mortgage or waiving any other right or remedy allowed by law;

(c) Foreclose this Mortgage in the manner provided by law for the foreclosure of mortgages on real property, bring an action for damages, or exercise such other remedy or combination of remedies as MORTGAGEE may have under law or equity.

(d) Apply to a Court of competent jurisdiction for the appointment of a receiver to take charge of the property and, with or without the appointment of a receiver: 1) collect the rents, issues and profits therefrom; 2) care for and repair the same, and improve the same when necessary or desirable; 3) lease and rent the property or portions thereof (including leases existing beyond the term of receivership); and 4) otherwise use and utilize the property, and have such other powers as may be fixed by any Court of competent jurisdiction. MORTGAGOR specifically agrees that the receiver may be appointed without any notice to MORTGAGOR whatsoever, and the Court may appoint the receiver without reference to the adequacy or inadequacy of the security, or the solvency or insolvency of MORTGAGOR, and without reference to other matters normally taken into account by courts in the discretionary appointment of receivers, it being the intention of MORTGAGOR to hereby authorize the appointment of a receiver when MORTGAGOR is in default and MORTGAGEE has requested the appointment of a receiver. MORTGAGOR hereby agrees and consents to the appointment as receiver the person or firm designated by MORTGAGEE and hereby waives its rights to suggest or nominate any such person or firm in opposition to MORTGAGEE.

No remedy herein provided shall be exclusive of any other remedy which now exists or such may hereafter exist under the Note in favor of MORTGAGEE or by law. Every power or remedy given to MORTGAGEE or to which they may be otherwise entitled, may be exercised from time to time and as often as may be deemed expedient by them, and they may pursue inconsistent remedies. If MORTGAGEE holds any additional security for any obligation secured hereby it may enforce the sale thereof at its option, either before, contemporaneously with, or after the sale is made hereunder, and in the event of any default of MORTGAGOR, MORTGAGEE may, at its option, offset against any indebtedness secured hereby. Should it become necessary for MORTGAGEE, by its election, to pursue any of the remedies hereinabove prescribed, either personally or through its agents, to enter upon and take possession of the property or any part thereof, and collect the rents, issues and profits therefrom, MORTGAGEE shall be entitled to receive as compensation for its management fee an amount customarily charged for such services by reputable management firms.

The purchasers at any foreclosure sale hereunder may disaffirm any easement or right-of-way granted or rental or lease contract made after the execution of this Mortgage and may take immediate possession of the property free from, and despite the terms of, such grant and/or rental and/or lease contract.

MORTGAGEE shall have all rights, remedies and recourses granted in the Note and this Mortgage and available at law or equity and the same (a) shall be cumulative and concurrent, (b) may be pursued against MORTGAGOR, at the sole discretion of MORTGAGEE, (c) may be exercised as often as occasion therefor shall arise, it being agreed by MORTGAGOR that the exercise or failure to exercise any of the same shall in no event be construed as a waiver or release thereof or of any other right, remedy or recourse, and (d) are intended to be, and shall be, non-exclusive.

The liability of the MORTGAGOR for payment of the indebtedness and performance of the obligations shall be joint and several.

If all or any part of the property or interest therein is sold or transferred by MORTGAGOR including, but not limited to, (1) the execution by MORTGAGOR of a contract sale with respect to the property, (2) the grant of a leasehold estate in the property or any part thereof for a period of greater than five (5) years, (3) the transfer or sale of the property by a creditor or judgment holder with respect to MORTGAGOR or (4) the transfer of a leasehold estate in the property or any part thereof containing an option to purchase without MORTGAGEE'S prior written consent, excluding the grant of any leasehold estate in the property of five (5) years or less not containing an option to purchase, MORTGAGEE may, at MORTGAGEE'S option, declare all of the indebtedness to be immediately due and payable. MORTGAGEE shall be waived such option to accelerate if, prior to the sale or transfer, MORTGAGEE, MORTGAGOR and the person or entity to whom the property is to be sold or transferred reach an agreement in writing otherwise.

117241

If MORTGAGEE exercises such option to accelerate, MORTGAGEE shall give MORTGAGOR notice of acceleration. Said notice shall provide a period of not less than thirty (30) days from the date of the notice is mailed in which MORTGAGOR may pay the sums declared due. If MORTGAGOR shall fail to pay such sums prior to the expiration of such period, MORTGAGEE may, without further notice or demand on MORTGAGOR, consider this Mortgage in a state of default and exercise the remedies set forth herein with respect to an Event of Default occurring under this Mortgage.

A consent by MORTGAGEE to one or more sales or above transfers of the property shall not constitute a waiver of the provisions, nor shall it constitute a consent to or for any future sales or transfers by MORTGAGOR, their successors or assigns, and any further sale or transfer of the property by MORTGAGOR, their successors or assigns, or any of them, shall give MORTGAGEE the acceleration rights provided above.

16. Except for any notice required under applicable law to be given in another manner:

(a) Any notice to MORTGAGOR provided for in the Mortgage shall be given by personal delivery or by mailing such notice addressed to MORTGAGOR at the following current address:

NORM SAYLER & KAREN SAYLER
P.O. BOX 9
NORDEN, CA 95724

or at such other address as MORTGAGOR may designate by notice to MORTGAGEE as provided herein, and shall be deemed given, upon such personal delivery or deposit in the United States mail, first class postage fully prepaid;

(b) Any notice to MORTGAGEE shall be given by personal delivery or by first class United States mail to:

SMDS LIMITED LIABILITY COMPANY
c/o JEAN F. STAEHR, Manager
SKYLINE ROUTE #22
JACKSON, WY 83001

or to such other address as MORTGAGEE may designate by notice to MORTGAGOR as provided herein, and shall be effective upon such personal delivery or deposit in such mail, postage fully prepaid.

17. This Mortgage shall be governed by the laws of the State of Idaho. In the event that any provision or clause of the Note, or this Mortgage, conflicts with applicable law, such conflict shall not affect other provisions of the Note or this Mortgage which can be given effect without the conflicting provision, and to this end the provisions of the Note and this Mortgage are declared to be severable.

18. It is hereby expressly stipulated and agreed to be the intent of MORTGAGOR and MORTGAGEE at all times to comply with the usury, and all other laws relating to this Mortgage and the Note. If, at any time, the applicable law renders usurious any amount called for in any of this Mortgage, and/or the Note, then it is MORTGAGOR'S and MORTGAGEE'S express intent that such document be immediately deemed reformed and the amounts collectible reduced, without the necessity of the execution of any new documents, so as to comply with the then applicable law but so as to permit the recovery of the fullest amount otherwise called for in this Mortgage and the Note and any amounts previously collected in excess of the amount permitted under applicable usury laws shall be either applied as a credit against the unpaid indebtedness due under the Note, or be refunded to MORTGAGOR, at MORTGAGEE'S sole option.

IN WITNESS WHEREOF, the said Mortgagor hereunto subscribe their names this 5th day of August, 1994.

NORM SAYLER

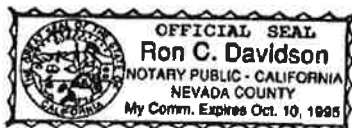
KAREN SAYLER

STATE OF California)

COUNTY OF Nevada) ss.

On this 5th day of August, in the year 1994, before me a Notary Public of said State, personally appeared Karen Sayler and Norm Sayler

the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.



Notary Public for Idaho California

Residing at County of Nevada

My Commission Expires: October 10, 1995

117240

CORRECTION

WARRANTY DEED

RECEIVED

AUG 18 1994

For Value Received SMDS LIMITED LIABILITY COMPANY

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

NORM SAYLER and KAREN SAYLER, husband and wife
whose address is: P.O. BOX 9, NORDEN, CA, 95724TETON Co. Id.
Clerk Recorder

Hereinafter called the Grantee, the following described premises situated in Teton County, Idaho, to-wit:

That portion of the N1/2NE1/4 Section 23, Township 4 North, Range 45 East, Boise Meridian, Teton County, Idaho, described as follows:
From the North 1/4 Corner of said Section 23, North 89 degrees 51'04" East, 567.24 feet to the true point of beginning;
Thence North 89 degrees 51'04" East, 644.93 feet to a point; thence South 00 degrees 52'07" East, 1329.91 feet to a point; thence North 89 degrees 58'12" West, 666.38 feet to a point; thence North 00 degrees 03'21" East, 1327.74 feet to the point of beginning.

Subject to a county road and utility easement along the Northern Property Line.

SUBJECT TO the following restrictions:

1. The property cannot be further subdivided into parcels less than eight (8) acres.
2. No mobile homes are allowed.

TOGETHER with all minerals and mineral rights, and oil and gas rights, geothermal properties and geothermal rights, water and ditch rights, easements, tenements, hereditaments, appurtenances, reversions, remainders, rents, issues, and profits. Together with 20 shares of water.

Subject to reservations in United States and State Patents; existing and recorded Right-of-ways, Easements, Zoning, Building and Subdivision ordinances; Taxes and Assessments as prorated between the parties hereto.

THIS DEED IS BEING RECORDED TO CORRECT A PREVIOUS DEED RECORDED JUNE 3, 1994, RECORDER'S NUMBER 116332, RECORDS OF TETON COUNTY, IDAHO.

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

Dated:

SMDS LIMITED LIABILITY COMPANY

Jean F. Staehr, Manager
JEAN F. STAEHR, Manager

STATE OF *Idaho*
COUNTY OF *Idaho*

On this *30th* day of *Jan*, in the year 1994, before me, a Notary Public in and for said State, personally appeared JEAN F. STAEHR, known or identified to me to be the manager of the limited liability company that executed the instrument and acknowledged to me that such liability company executed the same.

117240
FILED
AT THE REQUEST OF
First American
30 MINUTES PAST 11 a. M.
DATE *Aug. 18, 1994*
Ann J. Drake
CLERK OF RECORDER
BY *Nora Rigby*
DEPUTY

Filmed ☒
Indexed ☒
Platted ☒



Janice Eidel
Notary Public
Residing at
Commission Expires: *Jan 21, 1997*

117240



RECEIVED

JUN 03 1994

REAL ESTATE MORTGAGE

116333

TETON Co. Id. NORM SAYLER and KAREN SAYLER, husband and wife,
 THIS MORTGAGE is made by order

as MORTGAGOR,

whose current address is: P.O. BOX 9, NORDEN, CA 95724

and SMDS LIMITED LIMITED LIABILITY COMPANY

C/O JEAN F. STAHR, MANAGER, SKYLINE ROUTE #22, JACKSON, WYOMING 83001

MORTGAGEE,

WITNESSETH, That the said MORTGAGOR, for good and valuable consideration, the receipt where of is hereby acknowledged, does hereby grant, bargain, sell and convey unto the said MORTGAGEE, their heirs and assigns forever, the following real estate situated in Teton County, State of Idaho, to-wit:

That portion of the N1/2NE1/4 Section 23, Township 4 North, Range 45 East, Boise Meridian, Teton County, Idaho, described as follows:
 Thence North 89 degrees 51'04" East, 644.93 feet to a point; thence South 00 degrees 52'07" East, 1329.91 feet to a point; thence North 89 degrees 58'12" West, 666.38 feet to a point; thence North 00 degrees 03'21" East, 1327.74 feet to the point of beginning.

Subject to a county road and utility easement along the Northern Property Line.

TOGETHER WITH all the improvements, privileges and appurtenances thereunto belonging and all rights of homestead exemption; together with all ditch and water rights of every nature, however evidenced, used on the said land or belonging to the same or said MORTGAGOR, which may be hereafter acquired or used upon said land. Said MORTGAGOR does hereby warrant the title to said land and water rights against all persons whomsoever, and agree to defend the same.

THIS CONVEYANCE is intended as a mortgage to secure the payment of the principal sum of _____

FORTY EIGHT THOUSAND AND NO/100-----Dollars

(\$ 48,000.00), lawful money of the United States of America, evidenced by a promissory note executed and

delivered by MORTGAGOR herein, dated June 1, 1994, with final payment

due May 1, 1999

TOGETHER WITH interest, costs, and expenses, as therein provided, payable to the order of the MORTGAGEE at the times and in the manner and with interest as therein set forth, together with any extensions, renewals, modifications and future advances thereof or thereunder; the performance of each agreement of MORTGAGOR herein contained; and the payment of all sums expended or advanced by MORTGAGEE under or pursuant to the terms of this Mortgage and/or the note(s), together with interest thereon as provided therein.

MORTGAGE - 1

116333

To Protect the Security of the Mortgage, Mortgagor Covenants and Agrees:

1. To keep said property in good order and condition as it now is and not commit or permit any waste thereof;
2. To promptly make all repairs, replacements, additions, improvements and alterations thereto, interior and exterior, structural and nonstructural, which are necessary or appropriate to keep the same in good order and condition;
3. To complete or restore promptly and in a good and workmanlike manner any building or other improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor;
4. To not remove or demolish any building or other improvement thereof now or hereafter existing on the property;
5. To comply with all laws, ordinances, regulations, covenants, conditions, and restrictions affecting said property;
6. To not: 1) allow changes in the use of the property from the date of this Mortgage; 2) maintain, operate or occupy the property or allow the property to be used, maintained, operated or occupied in any manner which violates any laws, safeguarded as required by law, which constitutes a public or private nuisance, or such makes void, voidable, or cancellable or increases the premiums of any insurance required to be maintained under this Mortgage; or 3) initiate or acquiesce in a change in the zoning classification of the property; unless required by applicable law or unless MORTGAGEE has given its prior written consent.
7. To not alter the property and not, except as is necessary to maintain the property in a state of good condition and repair, make or permit to be made any alterations or additions to the property of a material nature without the prior written consent of MORTGAGEE.
8. To keep the buildings, improvements, fixtures, equipment, machinery, and appliances of the above-described property, or to be hereafter constructed or placed thereon, insured against loss by fire or other hazards, casualties, and contingencies included in the term "extended coverage," in such forms of insurance, and in such amounts, as may be required by the MORTGAGEE, but not in an amount less than the full replacement cost of all buildings, fixtures, and other insurable improvements of the property for the benefit of the MORTGAGEE, with loss payable solely to MORTGAGEE, and to deliver all policies to MORTGAGEE, which delivery shall constitute an assignment to MORTGAGEE of all return premiums; Neither destruction of the property in whole or in part nor the application of insurance proceeds to reconstruct the premises or to reduce the indebtedness secured by this Mortgage shall cause suspension, extension or abatement of payments under the note, serviced hereby unless the entire indebtedness is paid by the application of said insurance proceeds;
9. To pay in full immediately and discharge before delinquent all encumbrances, taxes and assessments, charges, liens and other impositions, with interest and penalties, on said property or any part thereof, including, and to pay in full immediately and discharge before delinquent, all dues or assessments upon said ditch or water rights or water stock. MORTGAGOR shall pay, when due, all claims of all persons supplying labor or materials to or in connection with the property when due.
10. To pay all costs, fees, and expenses, of this Mortgage, including, but not limited to, cost of search and evidence of title and advertising expense and attorneys' fees incurred in enforcing any of the provisions of this Mortgage, or in exercising any remedies hereunder, whether the same be incurred pursuant to limitations, any form of bankruptcy proceedings or otherwise, which sums shall also be secured by this Mortgage. Nothing in this paragraph shall limit any provision of any statute which requires MORTGAGOR to pay more attorneys' fees than as provided in this paragraph.

It is Mutually Agreed that:

11. Should the property or any part thereof be taken or damaged by reason of any public improvement or condemnation proceeding, or damaged by fire, or earthquake, or in any other manner, MORTGAGEE shall be entitled to all compensation, awards and other payments or relief therefor, and shall be entitled at their option to commence, appear in and prosecute in their own names, any action or proceeding or to make any compromise or settlement, in connection with such taking or damage. All such compensation, awards, damages, rights or action and proceeds, including the proceeds of any policies of fire and other insurance affecting said property, are hereby assigned to MORTGAGEE, who may after deducting therefrom all of its expenses, including attorneys fees, release any moneys so received by it or apply the same on any indebtedness secured hereby. MORTGAGOR agrees to promptly notify MORTGAGEE of any action or proceeding relating to any condemnation or other taking, whether direct or indirect, of the property, or part thereof, and MORTGAGOR shall appear in and prosecute any such action or proceeding unless otherwise directed in writing by MORTGAGEE. MORTGAGOR authorizes MORTGAGEE, at MORTGAGEE'S option, as attorney-in-fact for MORTGAGOR, to commence, appear in, and prosecute, in MORTGAGEE'S or MORTGAGOR'S name, any action or proceeding relating to any condemnation or taking of the property, whether direct or indirect, and to settle or compromise any claim in connection with such condemnation or taking. MORTGAGOR agrees to execute such further evidence of assignment of awards, proceeds, damages, or claims arising in connection with such condemnation as MORTGAGEE may require. Unless said indebtedness is paid in full by the application of said awards, no such award or application thereof shall constitute a reduction in or abatement of any payments required by the Note.
12. MORTGAGOR shall pay the indebtedness, secured by this Mortgage as and when called for in the documents evidencing the same and will fully and promptly perform all of the obligations under the Note and this Mortgage as such performance becomes due.
13. The term "Event of Default," as used in this Mortgage, shall mean the occurrence or happening, at any time and from time to time, of any one or more of the following:

(a) If MORTGAGOR shall fail to pay, in full, any payment or any portion of the indebtedness secured by this Mortgage, when the same shall become due and payable, whether at the due date thereof stipulated in the Note and this Mortgage, or by acceleration or otherwise; or

(b) If MORTGAGOR shall fail, refuse or neglect to perform and discharge fully and timely any of the other obligations of MORTGAGOR under the Note and/or this Mortgage; or

(c) If the property is materially demolished, destroyed or substantially damaged and suitable arrangements are not made with MORTGAGEE by MORTGAGOR to reconstruct the same or if the same cannot be repaired within 120 days from the date of destruction.

14. Upon the occurrence of any Event of Default, as that term is defined above, MORTGAGEE, at MORTGAGEE'S option, may declare all of the indebtedness and other sums secured by this Mortgage to be immediately due and payable without further demand, and those remedies hereunder, under any of the Note and/or permitted by applicable law regarding Mortgages may be invoked.

15. In addition to the foregoing, MORTGAGEE'S rights in the Event of Default shall include, but shall not be limited to, the right of MORTGAGEE to:

(a) Take possession and hold, occupy, operate, and use the property, together with the personality, without liability or obligation on its part, and to do all acts affecting said property as MORTGAGEE may deem necessary to keep the property in good condition and repair and to conserve the value thereof;

(b) To the extent permitted by law, bring an action to collect any installment which is due or past due and payable without affecting or losing the security of this Mortgage or waiving any other right or remedy allowed by law;

(c) Foreclose this Mortgage in the manner provided by law for the foreclosure of mortgages on real property, bring an action for damages, or exercise such other remedy or combination of remedies as MORTGAGEE may have under law or equity.

(d) Apply to a Court of competent jurisdiction for the appointment of a receiver to take charge of the property and, with or without the appointment of a receiver: 1) collect the rents, issues and profits therefrom; 2) care for and repair the same, and improve the same when necessary or desirable; 3) lease and rent the property or portions thereof (including leases existing beyond the term of receivership); and 4) otherwise use and utilize the property, and have such other powers as may be fixed by any Court of competent jurisdiction. MORTGAGOR specifically agrees that the receiver may be appointed without any notice to MORTGAGOR whatsoever, and the Court may appoint the receiver without reference to the adequacy or inadequacy of the security, or the solvency or insolvency of MORTGAGOR, and without reference to other matters normally taken into account by courts in the discretionary appointment of receivers, it being the intention of MORTGAGOR to hereby authorize the appointment of a receiver when MORTGAGOR is in default and MORTGAGEE has requested the appointment of a receiver. MORTGAGOR hereby agrees and consents to the appointment as receiver the person or firm designated by MORTGAGEE and hereby waives its rights to suggest or nominate any such person or firm in opposition to MORTGAGEE.

No remedy herein provided shall be exclusive of any other remedy which now exists or such may hereafter exist under the Note in favor of MORTGAGEE or by law. Every power or remedy given to MORTGAGEE or to which they may be otherwise entitled, may be exercised from time to time and as often as may be deemed expedient by them, and they may pursue inconsistent remedies. If MORTGAGEE holds any additional security for any obligation secured hereby it may enforce the sale thereof at its option, either before, contemporaneously with, or after the sale is made hereunder, and in the event of any default of MORTGAGOR, MORTGAGEE may, at its option, offset against any indebtedness secured hereby. Should it become necessary for MORTGAGEE, by its election, to pursue any of the remedies hereinabove prescribed, either personally or through its agents, to enter upon and take possession of the property or any part thereof, and collect the rents, issues and profits therefrom, MORTGAGEE shall be entitled to receive as compensation for its management fee an amount customarily charged for such services by reputable management firms.

The purchasers at any foreclosure sale hereunder may disaffirm any easement or right-of-way granted or rental or lease contract made after the execution of this Mortgage and may take immediate possession of the property free from, and despite the terms of, such grant and/or rental and/or lease contract.

MORTGAGEE shall have all rights, remedies and recourses granted in the Note and this Mortgage and available at law or equity and the same (a) shall be cumulative and concurrent, (b) may be pursued against MORTGAGOR, at the sole discretion of MORTGAGEE, (c) may be exercised as often as occasion therefor shall arise, it being agreed by MORTGAGOR that the exercise or failure to exercise any of the same shall in no event be construed as a waiver or release thereof or of any other right, remedy or recourse, and (d) are intended to be, and shall be, non-exclusive.

The liability of the MORTGAGOR for payment of the indebtedness and performance of the obligations shall be joint and several.

If all or any part of the property or interest therein is sold or transferred by MORTGAGOR including, but not limited to, (1) the execution by MORTGAGOR of a contract sale with respect to the property, (2) the grant of a leasehold estate in the property or any part thereof for a period of greater than five (5) years, (3) the transfer or sale of the property by a creditor or judgement holder with respect to MORTGAGOR or (4) the transfer of a leasehold estate in the property or any part thereof containing an option to purchase without MORTGAGEE'S prior written consent, excluding the grant of any leasehold estate in the property of five (5) years or less not containing an option to purchase, MORTGAGEE may, at MORTGAGEE'S option, declare all of the indebtedness to be immediately due and payable. MORTGAGEE shall be waived such option to accelerate if, prior to the sale or transfer, MORTGAGEE, MORTGAGOR and the person or entity to whom the property is to be sold or transferred reach an agreement in writing otherwise.

If MORTGAGEE exercises such option to accelerate, MORTGAGEE shall give MORTGAGOR notice of acceleration. Said notice shall provide a period of not less than thirty (30) days from the date of the notice is mailed in which MORTGAGOR may pay the sums declared due. If MORTGAGOR shall fail to pay such sums prior to the expiration of such period, MORTGAGEE may, without further notice or demand on MORTGAGOR, consider this Mortgage in a state of default and exercise the remedies set forth herein with respect to an Event of Default occurring under this Mortgage.

A consent by MORTGAGEE to one or more sales or above transfers of the property shall not constitute a waiver of the provisions, nor shall it constitute a consent to or for any future sales or transfers by MORTGAGOR, their successors or assigns, and any further sale or transfer of the property by MORTGAGOR, their successors or assigns, or any of them, shall give MORTGAGEE the acceleration rights provided above.

16. Except for any notice required under applicable law to be given in another manner:

(a) Any notice to MORTGAGOR provided for in the Mortgage shall be given by personal delivery or by mailing such notice addressed to MORTGAGOR at the following current address:

NORM SAYLER & KAREN SAYLER
P.O. BOX 9
NORDEN, CA 95724

or at such other address as MORTGAGOR may designate by notice to MORTGAGEE as provided herein, and shall be deemed given, upon such personal delivery or deposit in the United States mail, first class postage fully prepaid;

(b) Any notice to MORTGAGEE shall be given by personal delivery or by first class United States mail to:

SMDS LIMITED LIABILITY COMPANY
c/o JEAN F. STAEHR, Manager
SKYLINE ROUTE #22
JACKSON, WYOMING 83001

or to such other address as MORTGAGEE may designate by notice to MORTGAGOR as provided herein, and shall be effective upon such personal delivery or deposit in such mail, postage fully prepaid.

17. This Mortgage shall be governed by the laws of the State of Idaho. In the event that any provision or clause of the Note, or this Mortgage, conflicts with applicable law, such conflict shall not affect other provisions of the Note or this Mortgage which can be given effect without the conflicting provision, and to this end the provisions of the Note and this Mortgage are declared to be severable.

18. It is hereby expressly stipulated and agreed to be the intent of MORTGAGOR and MORTGAGEE at all times to comply with the usury, and all other laws relating to this Mortgage and the Note. If, at any time, the applicable law renders usurious any amount called for in any of this Mortgage, and/or the Note, then it is MORTGAGOR'S and MORTGAGEE'S express intent that such document be immediately deemed reformed and the amounts collectible reduced, without the necessity of the execution of any new documents, so as to comply with the then applicable law but so as to permit the recovery of the fullest amount otherwise called for in this Mortgage and the Note and any amounts previously collected in excess of the amount permitted under applicable usury laws shall be either applied as a credit against the unpaid indebtedness due under the Note, or be refunded to MORTGAGOR, at MORTGAGEE'S sole option.

IN WITNESS WHEREOF, the said Mortgagor herunto subscribe their name(s) this _____ day of _____, 19____.

NORM SAYLER

KAREN SAYLER

STATE OF California
COUNTY OF Nevada

On this 1st day of June, in the year 1991, before me a Notary Public of said State, personally appeared NORM SAYLER AND KAREN SAYLER

the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Filed ☒
Indexed ☒
Platted ☒

MORTGAGE - 4

116333
FILED
AT THE REQUEST OF
First American Title Co.
AT 30 MINUTES PAST 1 P M
DATE June 3, 1991
Ann J. Drake
CLERK OF RECORDER

BY _____ DEPUTY

Notary Public for California
Residing at Truckee
My Commission Expires: 2/13/98



JUN 03 1994

116332

WARRANTY DEED

TETON Co. Id.
Clerk Recorder
For Value Received **SMDS LIMITED LIABILITY COMPANY**

STATE OF IDAHO

County of Teton

I HEREBY CERTIFY that the above and hereunto is a full and correct copy of the original thereof, on file in the
Date: _____ 19__

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

NORM SAYLER and KAREN SAYLER, husband and wife
whose address is: P.O. BOX 9, NORDEN, CA, 95724

By _____
B. Office Assistant & Recorder
Clerk of the District Court

Hereinafter called the Grantee, the following described premises situated in Teton County, Idaho, to-wit:

That portion of the N1/2NE1/4 Section 23, Township 4 North, Range 45 East, Boise Meridian, Teton County, Idaho, described as follows:
Thence North 89 degrees 51'04" East, 644.93 feet to a point; thence South 00 degrees 52'07" East, 1329.91 feet to a point; thence North 89 degrees 58'12" West, 666.38 feet to a point; thence North 00 degrees 03'21" East, 1327.74 feet to the point of beginning.

Subject to a county road and utility easement along the Northern Property Line.

SUBJECT TO the following restrictions:

1. The property cannot be further subdivided into parcels less than eight (8) acres.
2. No mobile homes are allowed.

TOGETHER with all minerals and mineral rights, and oil and gas rights, geothermal properties and geothermal rights, water and ditch rights, easements, tenements, hereditaments, appurtenances, reversions, remainders, rents, issues, and profits. Together with 20 shares of water.

Subject to reservations in United States and State Patents; existing and recorded Right-of-ways, Easements, Zoning, Building and Subdivision ordinances; Taxes and Assessments as prorated between the parties hereto.

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

Dated:

SMDS LIMITED LIABILITY COMPANY

Jean F. Staeher, Manager
JEAN F. STAEHR, Manager

STATE OF Idaho)

COUNTY OF Teton)

On this 2nd day of May, in the year 1994, before me, a Notary Public in and for said State, personally appeared JEAN F. STAEHR, known or identified to me to be the manager of the limited liability company that executed the instrument and acknowledged to me that such liability company executed the same.



FILED
AT THE REQUEST OF

First American Title Co.

AT 30 MINUTES PAST 1 P.M.

DATE *June 3, 1994*

Jan J. Drake
CLERK OR RECORDER

BY _____
DEPUTY

116332

Raymond W. Perri
Notary Public
Residing at *DEERSS*
Commission Expires: 5-19-2000



FEB 09 1993

REAL ESTATE MORTGAGE

THIS MORTGAGE, Made by NORM SAYLER and KAREN SAYLER, husband and wife,

as MORTGAGOR,

whose current address is: 19320 Donner's Pass Road, Norden, CA 95724and MARIE B. STAHR McMILLIN, WILLIS L. DRIEWE, BARBARA M. DRIEWE, JIMMY L. SPAHR,LINDA S. SPAHR, FRED W. STAHR, and JEAN F. STAHR
MORTGAGEE,WITNESSETH, That the said MORTGAGOR, for good and valuable consideration, the receipt where of is hereby acknowledged, does hereby grant, bargain, sell and convey unto the said MORTGAGEE, their heirs and assigns forever, the following real estate situated in TETON State of Idaho, to-wit:

That portion of the N1/2NE1/4 Section 23, Township 4 North, Range 45 East, Boise Meridian, Teton County, Idaho, described as follows:

Beginning at a point N 89 degrees 51'04" East, 1212.16 feet along the North line of Section 23 from the N 1/4 corner of said Section 23:
Thence N 89 degrees 51'04" East, 596.90 feet along the North line of Section 23, to a point;
Thence S 00 degrees 43'33" West, 1331.71 feet more or less along fence line to a point on the South line of the N1/2NE1/4;
Thence N 89 degrees 58'12" West, 559.86 feet along the South line of the N1/2NE1/4 to a point;
Thence N 00 degrees 52'07" West, 1329.91 feet more or less along fence line to the point of beginning.

SUBJECT to a county road and utility easement along the northern property line which varies in width from 22 feet to 29 feet.

112178

FILED

AT THE REQUEST OF

First American

30 MINUTES PAST 4 P M

DATE Feb. 9, 1993

Ara J. Drake

CLERK OF RECORDER

BY *Nora Rigby*

TOGETHER WITH all the improvements, privileges and appurtenances thereunto belonging and all rights of homestead exemption; together with all ditch and water rights of every nature, however evidenced, used on the said land or belonging to the same or said MORTGAGOR, which may be hereafter acquired or used upon said land. Said MORTGAGOR does hereby warrant the title to said land and water rights against all persons whomsoever, and agree to defend the same.

THIS CONVEYANCE is intended as a mortgage to secure the payment of the principal sum of _____

SEVENTY SIX THOUSAND AND NO/100-----DOLLARS

(\$ 76,000.00), lawful money of the United States of America, evidenced by a promissory note executed and delivered by MORTGAGOR herein, dated FEBRUARY 8, 1993, with final payment due February 8, 1994.

TOGETHER WITH interest, costs, and expenses, as therein provided, payable to the order of the MORTGAGEE at the times and in the manner and with interest as therein set forth, together with any extensions, renewals, modifications and future advances thereof or thereunder; the performance of each agreement of MORTGAGOR herein contained; and the payment of all sums expended or advanced by MORTGAGEE under or pursuant to the terms of this Mortgage and/or the note(s), together with interest thereon as provided therein.

To Protect the Security of the Mortgage, Mortgagor Covenants and Agrees:

1. To keep said property in good order and condition as it now is and not commit or permit any waste thereof;
2. To promptly make all repairs, replacements, additions, improvements and alterations thereto, interior and exterior, structural and nonstructural, which are necessary or appropriate to keep the same in good order and condition;
3. To complete or restore promptly and in a good and workmanlike manner any building or other improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor;
4. To not remove or demolish any building or other improvement thereof now or hereafter existing on the property;
5. To comply with all laws, ordinances, regulations, covenants, conditions, and restrictions affecting said property;
6. To not: 1) allow changes in the use of the property from the date of this Mortgage; 2) maintain, operate or occupy the property or allow the property to be used, maintained, operated or occupied in any manner which violates any laws, safeguarded as required by law, which constitutes a public or private nuisance, or such makes void, voidable, or cancellable or increases the premiums of any insurance required to be maintained under this Mortgage; or 3) initiate or acquiesce in a change in the zoning classification of the property; unless required by applicable law or unless MORTGAGEE has given its prior written consent.
7. To not alter the property and not, except as is necessary to maintain the property in a state of good condition and repair, make or permit to be made any alterations or additions to the property of a material nature without the prior written consent of MORTGAGEE.
8. To keep the buildings, improvements, fixtures, equipment, machinery, and appliances of the above-described property, or to be hereafter constructed or placed thereon, insured against loss by fire or other hazards, casualties, and contingencies included in the term "extended coverage," in such forms of insurance, and in such amounts, as may be required by the MORTGAGEE, but not in an amount less than the full replacement cost of all buildings, fixtures, and other insurable improvements of the property for the benefit of the MORTGAGEE, with loss payable solely to MORTGAGEE, and to deliver all policies to MORTGAGEE, which delivery shall constitute an assignment to MORTGAGEE of all return premiums; Neither destruction of the property in whole or in part nor the application of insurance proceeds to reconstruct the premises or to reduce the indebtedness secured by this Mortgage shall cause suspension, extension or abatement of payments under the note, serviced hereby unless the entire indebtedness is paid by the application of said insurance proceeds;
9. To pay in full immediately and discharge before delinquent all encumbrances, taxes and assessments, charges, liens and other impositions, with interest and penalties, on said property or any part thereof, including, and to pay in full immediately and discharge before delinquent, all dues or assessments upon said ditch or water rights or water stock. MORTGAGOR shall pay, when due, all claims of all persons supplying labor or materials to or in connection with the property when due.
10. To pay all costs, fees, and expenses, of this Mortgage, including, but not limited to, cost of search and evidence of title and advertising expense and attorneys' fees incurred in enforcing any of the provisions of this Mortgage, or in exercising any remedies hereunder, whether the same be incurred pursuant to limitations, any form of bankruptcy proceedings or otherwise, which sums shall also be secured by this Mortgage. Nothing in this paragraph shall limit any provision of any statute which requires MORTGAGOR to pay more attorneys' fees than as provided in this paragraph.

It is Mutually Agreed that:

11. Should the property or any part thereof be taken or damaged by reason of any public improvement or condemnation proceeding, or damaged by fire, or earthquake, or in any other manner, MORTGAGEE shall be entitled to all compensation, awards and other payments or relief therefor, and shall be entitled at their option to commence, appear in and prosecute in their own names, any action or proceeding or to make any compromise or settlement, in connection with such taking or damage. All such compensation, awards, damages, rights or action and proceeds, including the proceeds of any policies of fire and other insurance affecting said property, are hereby assigned to MORTGAGEE, who may after deducting therefrom all of its expenses, including attorneys fees, release any moneys so received by it or apply the same on any indebtedness secured hereby. MORTGAGOR agrees to promptly notify MORTGAGEE of any action or proceeding relating to any condemnation or other taking, whether direct or indirect, of the property, or part thereof, and MORTGAGOR shall appear in and prosecute any such action or proceeding unless otherwise directed in writing by MORTGAGEE. MORTGAGOR authorizes MORTGAGEE, at MORTGAGEE'S option, as attorney-in-fact for MORTGAGOR, to commence, appear in, and prosecute, in MORTGAGEE'S or MORTGAGOR'S name, any action or proceeding relating to any condemnation or taking of the property, whether direct or indirect, and to settle or compromise any claim in connection with such condemnation or taking. MORTGAGOR agrees to execute such further evidence of assignment of awards, proceeds, damages, or claims arising in connection with such condemnation as MORTGAGEE may require. Unless said indebtedness is paid in full by the application of said awards, no such award or application thereof shall constitute a reduction in or abatement of any payments required by the Note.
12. MORTGAGOR shall pay the indebtedness, secured by this Mortgage as and when called for in the documents evidencing the same and will fully and promptly perform all of the obligations under the Note and this Mortgage as such performance becomes due.
13. The term "Event of Default," as used in this Mortgage, shall mean the occurrence or happening, at any time and from time to time, or any one or more of the following:

(a) If MORTGAGOR shall fail to pay, in full, any payment or any portion of the indebtedness secured by this Mortgage, when the same shall become due and payable, whether at the due date thereof stipulated in the Note and this Mortgage, or by acceleration or otherwise; or

(b) If MORTGAGOR shall fail, refuse or neglect to perform and discharge fully and timely any of the other obligations of MORTGAGOR under the Note and/or this Mortgage; or

(c) If the property is materially demolished, destroyed or substantially damaged and suitable arrangements are not made with MORTGAGEE by MORTGAGOR to reconstruct the same or if the same cannot be repaired within 120 days from the date of destruction.

14. Upon the occurrence of any Event of Default, as that term is defined above, MORTGAGEE, at MORTGAGEE'S option, may declare all of the indebtedness and other sums secured by this Mortgage to be immediately due and payable without further demand, and those remedies hereunder, under any of the Note and/or permitted by applicable law regarding Mortgages may be invoked.

15. In addition to the foregoing, MORTGAGEE'S rights in the Event of Default shall include, but shall not be limited to, the right of MORTGAGEE to:

(a) Take possession and hold, occupy, operate, and use the property, together with the personality, without liability or obligation on its part, and to do all acts affecting said property as MORTGAGEE may deem necessary to keep the property in good condition and repair and to conserve the value thereof;

(b) To the extent permitted by law, bring an action to collect any installment which is due or past due and payable without affecting or losing the security of this Mortgage or waiving any other right or remedy allowed by law;

(c) Foreclose this Mortgage in the manner provided by law for the foreclosure of mortgages on real property, bring an action for damages, or exercise such other remedy or combination of remedies as MORTGAGEE may have under law or equity.

(d) Apply to a Court of competent jurisdiction for the appointment of a receiver to take charge of the property and, with or without the appointment of a receiver: 1) collect the rents, issues and profits therefrom; 2) care for and repair the same, and improve the same when necessary or desirable; 3) lease and rent the property or portions thereof (including leases existing beyond the term of receivership); and 4) otherwise use and utilize the property, and have such other powers as may be fixed by any Court of competent jurisdiction. MORTGAGOR specifically agrees that the receiver may be appointed without any notice to MORTGAGOR whatsoever, and the Court may appoint the receiver without reference to the adequacy or inadequacy of the security, or the solvency or insolvency of MORTGAGOR, and without reference to other matters normally taken into account by courts in the discretionary appointment of receivers, it being the intention of MORTGAGOR to hereby authorize the appointment of a receiver when MORTGAGOR is in default and MORTGAGEE has requested the appointment of a receiver. MORTGAGOR hereby agrees and consents to the appointment as receiver the person or firm designated by MORTGAGEE and hereby waives its rights to suggest or nominate any such person or firm in opposition to MORTGAGEE.

No remedy herein provided shall be exclusive of any other remedy which now exists or such may hereafter exist under the Note in favor of MORTGAGEE or by law. Every power or remedy given to MORTGAGEE or to which they may be otherwise entitled, may be exercised from time to time and as often as may be deemed expedient by them, and they may pursue inconsistent remedies. If MORTGAGEE holds any additional security for any obligation secured hereby it may enforce the sale thereof at its option, either before, contemporaneously with, or after the sale is made hereunder, and in the event of any default of MORTGAGOR, MORTGAGEE may, at its option, offset against any indebtedness secured hereby. Should it become necessary for MORTGAGEE, by its election, to pursue any of the remedies hereinabove prescribed, either personally or through its agents, to enter upon and take possession of the property or any part thereof, and collect the rents, issues and profits therefrom, MORTGAGEE shall be entitled to receive as compensation for its management fee an amount customarily charged for such services by reputable management firms.

The purchasers at any foreclosure sale hereunder may disaffirm any easement or right-of-way granted or rental or lease contract made after the execution of this Mortgage and may take immediate possession of the property free from, and despite the terms of, such grant and/or rental and/or lease contract.

MORTGAGEE shall have all rights, remedies and recourses granted in the Note and this Mortgage and available at law or equity and the same (a) shall be cumulative and concurrent, (b) may be pursued against MORTGAGOR, at the sole discretion of MORTGAGEE, (c) may be exercised as often as occasion therefor shall arise, it being agreed by MORTGAGOR that the exercise or failure to exercise any of the same shall in no event be construed as a waiver or release thereof or of any other right, remedy or recourse, and (d) are intended to be, and shall be, non-exclusive.

The liability of the MORTGAGOR for payment of the indebtedness and performance of the obligations shall be joint and several.

If all or any part of the property or interest therein is sold or transferred by MORTGAGOR including, but not limited to, (1) the execution by MORTGAGOR of a contract sale with respect to the property, (2) the grant of a leasehold estate in the property or any part thereof for a period of greater than five (5) years, (3) the transfer or sale of the property by a creditor or judgment holder with respect to MORTGAGOR or (4) the transfer of a leasehold estate in the property or any part thereof containing an option to purchase without MORTGAGEE'S prior written consent, excluding the grant of any leasehold estate in the property of five (5) years or less not containing an option to purchase, MORTGAGEE may, at MORTGAGEE'S option, declare all of the indebtedness to be immediately due and payable. MORTGAGEE shall be waived such option to accelerate if, prior to the sale or transfer, MORTGAGEE, MORTGAGOR and the person or entity to whom the property is to be sold or transferred reach an agreement in writing otherwise.

If MORTGAGEE exercises such option to accelerate, MORTGAGEE shall give MORTGAGOR notice of acceleration. Said notice shall provide a period of not less than thirty (30) days from the date of the notice is mailed in which MORTGAGOR may pay the sums declared due. If MORTGAGOR shall fail to pay such sums prior to the expiration of such period, MORTGAGEE may, without further notice or demand on MORTGAGOR, consider this Mortgage in a state of default and exercise the remedies set forth herein with respect to an Event of Default occurring under this Mortgage.

A consent by MORTGAGEE to one or more sales or above transfers of the property shall not constitute a waiver of the provisions, nor shall it constitute a consent to or for any future sales or transfers by MORTGAGOR, their successors or assigns, and any further sale or transfer of the property by MORTGAGOR, their successors or assigns, or any of them, shall give MORTGAGEE the acceleration rights provided above.

16. Except for any notice required under applicable law to be given in another manner:

(a) Any notice to MORTGAGOR provided for in the Mortgage shall be given by personal delivery or by mailing such notice addressed to MORTGAGOR at the following current address:

Norm Sayler and Karen Sayler
19320 Donner's Pass Road
Norden, CA 95724

or at such other address as MORTGAGOR may designate by notice to MORTGAGEE as provided herein, and shall be deemed given, upon such personal delivery or deposit in the United States mail, first class postage fully prepaid;

(b) Any notice to MORTGAGEE shall be given by personal delivery or by first class United States mail to:

Fred W. Staehr and Jean F. Staehr
Skyline Route #22
Jackson, Wyoming 83001

or to such other address as MORTGAGEE may designate by notice to MORTGAGOR as provided herein, and shall be effective upon such personal delivery or deposit in such mail, postage fully prepaid.

17. This Mortgage shall be governed by the laws of the State of Idaho. In the event that any provision or clause of the Note, or this Mortgage, conflicts with applicable law, such conflict shall not affect other provisions of the Note or this Mortgage which can be given effect without the conflicting provision, and to this end the provisions of the Note and this Mortgage are declared to be severable.

18. It is hereby expressly stipulated and agreed to be the intent of MORTGAGOR and MORTGAGEE at all times to comply with the usury, and all other laws relating to this Mortgage and the Note. If, at any time, the applicable law renders usurious any amount called for in any of this Mortgage, and/or the Note, then it is MORTGAGOR'S and MORTGAGEE'S express intent that such document be immediately deemed returned and the amounts collectible reduced, without the necessity of the execution of any new documents, so as to comply with the then applicable law but so as to permit the recovery of the fullest amount otherwise called for in this Mortgage and the Note and any amounts previously collected in excess of the amount permitted under applicable usury laws shall be either applied as a credit against the unpaid indebtedness due under the Note, or be refunded to MORTGAGOR, at MORTGAGEE'S sole option.

IN WITNESS WHEREOF, the said Mortgagor herunto subscribe their name(s) this 5th day of February, 1993.

NORM SAYLER

KAREN SAYLER

STATE OF California
COUNTY OF Nevada

On this 5th day of February, in the year 1993, before me a Notary Public of said State, personally appeared NORM SAYLER and KAREN SAYLER

known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.



Mary Ellen Gautschi
Notary Public for California
Residing at Truckee
My Commission Expires: 2/13/94

RECEIVED

DEC 30 1994

118667

SATISFACTION OF MORTGAGE

TETON Co. Id.
Clerk Recorder

Know All Men That MARIE B. STAEHR MCMILLIN, WILLIS L. DRIEWER, BARBARA M. DRIEWER, JIMMY L. SPAHR, LINDA S. SPAHR, FRED W. STAEHR and JEAN F. STAEHR

hereby certify that a certain mortgage executed by NORM SAYLER and KAREN SAYLER, husband and wife,

to MARIE B. STAEHR MCMILLIN, WILLIS L. DRIEWER, BARBARA M. DRIEWER, JIMMY L. SPAHR, LINDA S. SPAHR, FRED W. STAEHR and JEAN F. STAEHR

Recorded February 9, 1993
Instrument No. 112178

for Teton County, Idaho, together with the debt thereby secured, is fully paid, and satisfied and discharged.

Dated:

Marie B. Staehr McMillin
MARIE B. STAEHR MCMILLIN

Willis L. Driewer
WILLIS L. DRIEWER

Jimmy L. Spahr
JIMMY L. SPAHR

Fred W. Staehr
FRED W. STAEHR

Barbara M. Driewer
BARBARA M. DRIEWER

Linda S. Spahr
LINDA S. SPAHR

Jean F. Staehr
JEAN F. STAEHR

State of Nebraska, County of Seward

On this 2 Day of February, 1993,
before me a notary public in and for said State personally appeared

MARIE B. STAEHR MCMILLIN

known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

Richard Beckler
Notary Public
Residing at
Commission Expires

GENERAL NOTARY-STATE of Nebraska
RICHARD BECKLER
My Comm. Exp. April 1, 1995

118667

State of Nebraska, County of Seward,

On this 2 Day of February, 1993,
before me a notary public in and for said State personally appeared

WILLIS L. DRIEWER and BARBARA M. DRIEWER

known to me to be the persons whose names are subscribed to the
within instrument, and acknowledged to me that they executed the
same.

Richard Beckler
Notary Public
Residing at
Commission Expires

GENERAL NOTARY State of Nebraska
RICHARD BECKLER
My Comm. Exp. April 1, 1995

State of Nebraska, County of Seward,

On this 2 Day of February, 1993,
before me a notary public in and for said State personally appeared

JIMMY L. SPAHR and LINDA S. SPAHR

known to me to be the persons whose names are subscribed to the
within instrument, and acknowledged to me that they executed the
same.

Jack E. Cooper
Notary Public
Residing at Seward
Commission Expires May 17, 1994

GENERAL NOTARY State of Nebraska
JACK E. COOPER
My Comm. Exp. May 17, 1994

118667 FILED
AT THE REQUEST OF
First American
AT 40 MINUTES PAST 12 P M
DATE Dec. 30, 1994
Ann J. Drake
CLERK OF RECORDER

State of Wyoming, County of Teton

On this 4th day of February, 1993, BY Nora Rigby
before me a notary public in and for said State personally appeared DEPUTY

FRED W. STAEHR and JEAN F. STAEHR

known to me to be the persons whose names are subscribed to the
within instrument, and acknowledged to me that they executed the
same.

Frances L. McNally
Notary Public
Residing at Jackson
Commission Expires Feb. 24, 1995

FRANCES L. McNALLY - NOTARY PUBLIC
State of Wyoming County of Teton
My Commission Expires Feb. 24, 1995

Filed ✓
Indexed ✓
Platted ✓

RECEIVED

FEB 09 1993

112177
WARRANTY DEED

For Value Received FRED W. STAEHR and JEAN F. STAEHR, husband and wife, as joint tenants with full rights of survivorship one-third (1/3) interest, of Skyline Route #22, Jackson, WY 83001; MARIE B. STAEHR MCMILLIN, a married woman, as her sole and separate property, as to the undivided one-third (1/3) interest, of 818 Country Club Avenue, York, NE 68467; WILLIS L. DRIEWER and BARBARA M. DRIEWER, husband and wife, as joint tenants with full rights of survivorship as to an undivided one-sixth (1/6) interest, of Route 2, Box 4, York, NE 68467; and JIMMY L. SPAHR and LINDA S. SPAHR, husband and wife, as joint tenants with rights of survivorship as to an undivided one-sixth (1/6) interest, of 145 North 7th Seward, NE 68434; all such undivided interest to be held as tenants in common.

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

NORM SAYLER and KAREN SAYLER, husband and wife
whose address is: 19320 DONNER'S PASS ROAD
NORDEN, CA 95724

Hereinafter called the Grantee, the following described premises situated in Teton County, Idaho, to-wit:

That portion of the N1/2NE1/4 Section 23, Township 4 North, Range 45 East, Boise Meridian, Teton County, Idaho, described as follows:

Beginning at a point N 89 degrees 51'04" East, 1212.16 feet along the North line of Section 23 from the N 1/4 corner of said Section 23:
Thence N 89 degrees 51'04" East, 596.90 feet along the North line of Section 23, to a point;
Thence S 00 degrees 43'33" West, 1331.71 feet more or less along fence line to a point on the South line of the N1/2NE1/4;
Thence N 89 degrees 58'12" West, 559.86 feet along the South line of the N1/2NE1/4 to a point;
Thence N 00 degrees 52'07" West, 1329.91 feet more or less along fence line to the point of beginning.

SUBJECT to a county road and utility easement along the northern property line which varies in width from 22 feet to 29 feet.

SUBJECT to the following restrictions:

1. The property cannot be further subdivided into parcels less than eight (8) acres.
2. No mobile homes are allowed.

TOGETHER with all minerals and mineral rights, and oil and gas rights, geothermal properties and geothermal rights, water and ditch rights, easements, tenements, hereditaments, appurtenances, reversions, remainders, rents, issues, and profits.

TOGETHER with 18 shares of water in Fox Creek Canal Company.

Subject to reservations in United States and State Patents; existing and recorded Right-of-ways, Easements, Zoning, Building and Subdivision ordinances; Taxes and Assessments as prorated between the parties hereto.

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

Dated:

Fred W. Staehr
FRED W. STAEHR

Marie B. Staehr McMillin
MARIE B. STAEHR MCMILLIN

Barbara M. Driewer
BARBARA M. DRIEWER

Linda S. Spahr
LINDA S. SPAHR

Jean F. Staehr
JEAN F. STAEHR

Willis L. Driewer
WILLIS L. DRIEWER

Jimmy L. Spahr
JIMMY L. SPAHR

STATE OF Wyoming)
: ss
COUNTY OF Teton)

On this 15th day of February, in the year 1993, before me, a Notary Public in and for said State, personally appeared FRED W. STAEHR and JEAN F. STAEHR, known or identified to me to be the person(s) whose name(s) are subscribed to the within Instrument, and acknowledged to me that they executed the same.

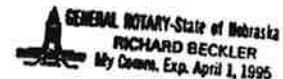


Frances L. McNally
Notary Public of Wyoming
Residing at Jackson
Commission Expires Feb. 24, 1995

STATE OF Nebr.)
: ss
COUNTY OF Frank)

On this 2 day of February, in the year 1993, before me, a Notary Public in and for said State, personally appeared MARIE B. STAEHR MCMILLIN, known or identified to me to be the person(s) whose name(s) is subscribed to the within Instrument, and acknowledged to me that she executed the same.

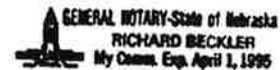
Richard Beckler
Notary Public of
Residing at
Commission Expires



STATE OF Nebr.)
: ss
COUNTY OF Frank)

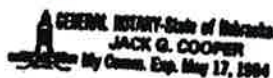
On this 2 day of February, in the year 1993, before me, a Notary Public in and for said State, personally appeared WILLIS L. DRIEWER & BARBARA M. DRIEWER, known or identified to me to be the person(s) whose name(s) are subscribed to the within Instrument, and acknowledged to me that they executed the same.

Richard Beckler
Notary Public of
Residing at
Commission Expires



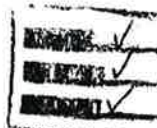
STATE OF Nebraska)
: ss
COUNTY OF Lincoln)

On this 2 day of February, in the year 1993, before me, a Notary Public in and for said State, personally appeared JIMMY L. SPAHR and LINDA SPAHR, known or identified to me to be the person(s) whose name(s) are subscribed to the within Instrument, and acknowledged to me that they executed the same.



Jack G. Cooper
Notary Public of
Residing at
Commission Expires

112177
FILED
AT THE REQUEST OF
First American
30 MINUTES PAST 4 P M
DATE Feb 9, 1993
Asa J. Drake
CLERK OF RECORDER
BY Nora Rigby
DEPUTY





State of Idaho

DEPARTMENT OF WATER RESOURCES

Eastern Region • 900 N SKYLINE DR STE A • IDAHO FALLS, ID 83402-1718

Phone: (208)525-7161 • Fax: (208)525-7177 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

August 29, 2019

JOHN CLIFTON MOULTON
LEISA LYN MOULTON
107104 S 292 PR SW
PROSSER WA 99350-9401

Re: Change in Water Right Ownership: 22-13615 (Split into 22-13615 and **22-14363**),

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of a portion of the above referenced water right(s) to you. The Department has modified its records based on the information received and has enclosed a computer-generated report for you.

Your portion of each water right(s) has a specified point of diversion, nature of use and place of use. If you plan to change the authorized point of diversion, nature of use, or place of use, including adding a new point of diversion, you must file an Application for Transfer of Water Right. If you do not plan to change any elements of your water right, then no further action is required at this time.

The portion of the water right retained by the original right holder retains the original water right number. The Department is sending the original right holder a copy of this letter and a computer-generated report showing the changes to the original water right.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

If you have any questions concerning the enclosed information, please contact me at (208) 497-3787.

Sincerely,

Jonie Barg
Technical Records Specialist 1

Enclosure(s)

cc: Water District
Karen Saylor
Jessica Tescher