

RECEIVED

DEC 31 2018

Department of Water Resources
Eastern RegionSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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?
15-07190	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Thomas S. Koontz AND Doris D Koontz
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Patrick Ingram AND Vickie Ingram AND
Deria Wilson AND Samantha Willson
New owner(s) as listed on the conveyance document
Mailing address: 3325 North Deep Creek Rd City: Malad City State: ID ZIP: 83252
Telephone: 208 866-0256 Email: Willsons2002@gmail.com

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 Jun 2014

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: Patrick Ingram Vickie Ingram Owner 26 Dec 2018
Signature of new owner/claimant Title, if applicable Date
Signature: Samantha Willson Owner Dec 26, 2018
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by: JK Date: 12-31-2018 Receipt No.: FOK1615 Receipt Amt: \$125.00
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: JB Processed by: CR Date: 2/7/2019

SCANNED

FEB 07 2019



Common Land Unit
 Cropland Non-cropland CRP

Wetland Determination Identifiers

- Restricted Use
- Limited Restrictions
- Exempt from Conservation Compliance Provisions

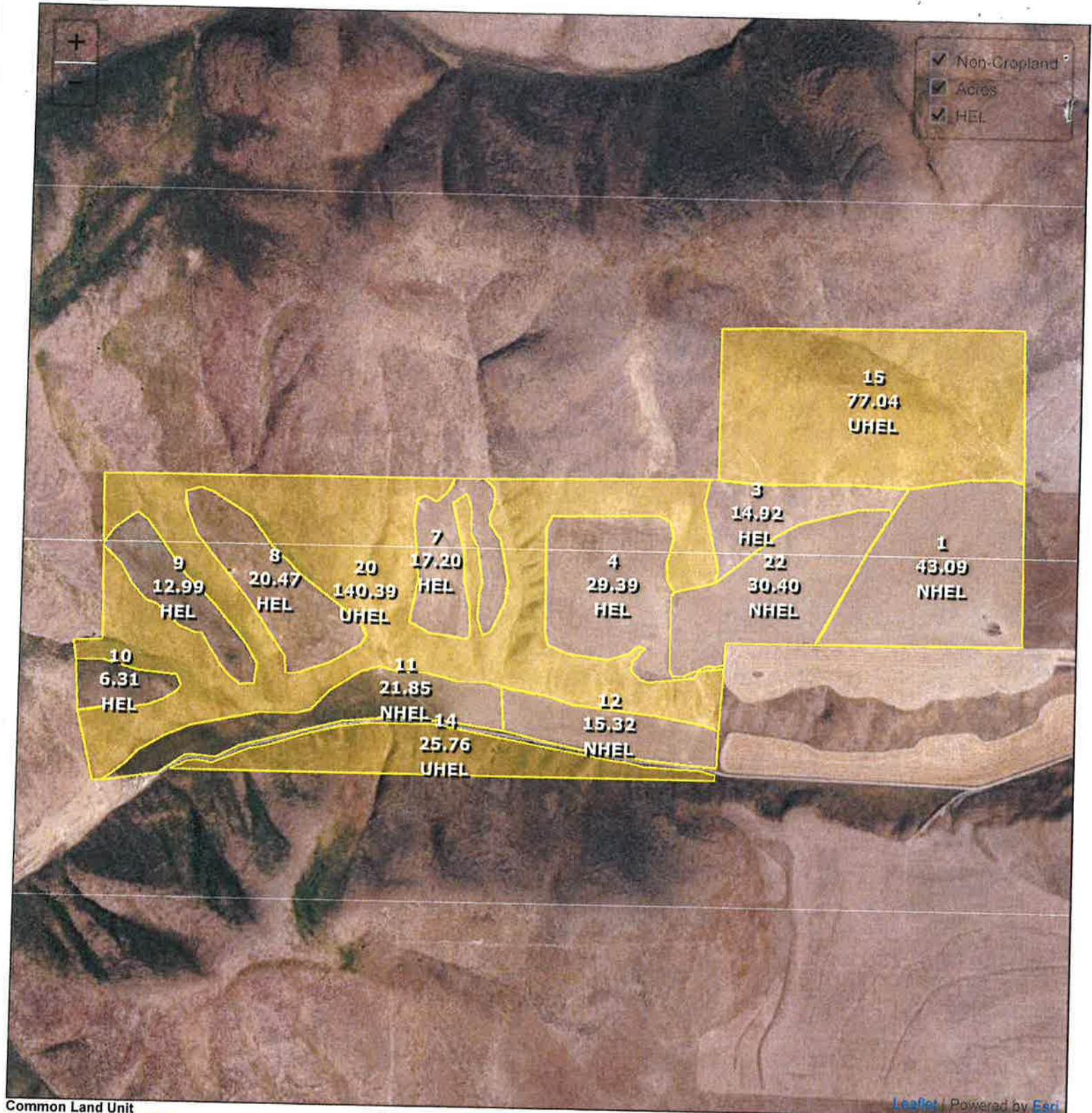
2019 Crop Year

Farm 2659
Tract 2318



SCANNED
 FEB 07 2019
 Tract 2 of 2

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).



2019 Crop Year



Tract 1 of 2

Farm 2659
Tract 338

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).

<https://intranet-apps.fsa.usda.gov/cars/setupReports.do?dispatchTo=report&report=fsa578Map&farmNu...> 12/20/2018

NTO-66994A
Patrick Ingram
3325 N Deep Creek Road
Malad City, Idaho 83252

WARRANTY DEED

Thomas S. Koontz and Doris D. Koontz, Husband and Wife

Grantor(s) of Malad City, County of Oneida, State of ID hereby **CONVEY AND WARRANT** to

Patrick Ingram and Vickie Ingram, husband and wife and Deric Willson and Samantha Willson, husband and wife

Grantee(s) of Malad City, County of Oneida, State of ID for the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, the following described tract of land in Oneida County, State of ID:

See Attached Exhibit "A"

Subject to easements, declarations of covenants and restrictions, rights of way of record, and taxes for the current year and thereafter.

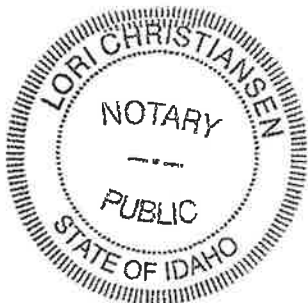
Witness, the hand(s) of said Grantor(s), this June 5, 2014.


Thomas S. Koontz


Doris D. Koontz

State of ID)
County of Oneida)

On June 5, 2014, personally appeared before me Thomas S. Koontz and Doris D. Koontz the signer(s) of the within instrument, who duly acknowledged to me that they executed the same.




Notary Public
Resides: Malad City
Expires: 11/22/2018

Instrument No. **151257**
Day June 20 14
At 1:20 O'clock P.M.
Lola Bott
Oneida Co. Recorder
Fee \$ 13.00 Deputy
Recorded at Request of Northern Title Co.

SCANNED
FEB 07 2019

Exhibit "A"

PARCEL 1:

A parcel of land located in Section 3, Township 14 South, Range 36 East, Boise Meridian, Oneida County, Idaho and further described as follows:

Beginning at the South quarter corner of said Section 3, from which the Southeast corner of Section 3 bears South 89° 29' 39" East 2622.37 feet;

Thence North 00° 39' 59" West 1306.92 feet along the meridional centerline of said Section 3 to a found rebar with cap labeled, PLS 4735 set on the southwest corner of the Northwest quarter of the Southeast quarter of said Section 3;

Thence South 89° 30' 56" East 655.56 feet along the south line of said Northwest quarter of the Southeast quarter to the southeast corner of the West half of said Northwest quarter of the Southeast quarter;

Thence North 00° 40' 04" West 44.15 feet along the east line of said West half to a found rebar with cap labeled, PLS 9163 set on a fence line, said point also being the southeast corner of that parcel of land as shown on Record of Survey instrument number 131399 in the official records of Oneida County, the True Point of Beginning;

Thence North 00° 40' 04" West 265.37 feet along said east line to a found rebar with cap labeled, PLS 9163 set on the northeast corner of said parcel;

Thence South 89° 57' 27" East 377.53 feet to a 5/8" rebar with cap labeled, "A.A. Hudson, PLS 13173";

Thence South 00° 40' 04" East 265.77 feet to a 5/8" rebar with cap set on a fence line, said line also being the north line of Parcel 1 as shown on Record of Survey instrument number 133471 in the official records of Oneida County;

Thence North 89° 53' 48" West 377.53 feet along said fence line to the True Point of Beginning.

Containing 2.3 acres of land.

Subject to and together with a 20.00 foot wide easement for ingress and egress, in favor of the two immediate westerly adjoiners, being 10.00 feet on each side of the following described centerline located in Section 3, Township 14 South, Range 36 East, Boise Meridian, Oneida County, Idaho and further described as follows:

Beginning at the South quarter corner of said Section 3, from which the Southeast corner of Section 3 bears South 89° 29' 39" East 2622.37 feet;

Thence North 00° 39' 59" West 1306.92 feet along the meridional centerline of said Section 3 to a found rebar with cap labeled, PLS 4735 set on the southwest corner of the Northwest quarter of the Southeast quarter of said Section 3;

Thence South 89° 30' 56" East 655.56 feet along the south line of said Northwest quarter of the Southeast quarter to the southeast corner of the West half of said Northwest quarter of the Southeast quarter;

Thence North 00° 40' 04" West 73.01 feet along the east line of said West half to the True Point of Beginning.

Thence South 89° 58' 14" East 34.29 feet to the beginning of a 80.00 foot radius curve concave to the northwest;

Thence northeasterly along said curve through a central angle of 34° 03' 54" a distance of 47.56 feet (chord = North 72° 59' 49" East 46.87 feet);

Thence North 55° 57' 52" East 57.76 feet to the beginning of a 80.00 foot radius curve concave to the southwest;

Thence northeasterly along said curve through a central angle of 72° 47' 10" a distance of 101.63 feet (chord = South 87° 38' 33" East 94.93 feet);

Thence South 51° 14' 58" East 53.15 feet to the beginning of a 125.00 foot radius curve concave to the northeast;

Thence southeasterly along said curve through a central angle of 39° 06' 10" a distance of 85.31 feet (chord = South 70° 48' 03" East);

Thence North 89° 38' 53" East 268.34 feet to a point on the westerly right of way line of Deep Creek Road.

Sidelines of the above described easement are to lengthen or shorten as required to being on said east line of the West half and end on said westerly right of way line of Deep Creek Road.

NTO-66994A
Patrick Ingram
3325 N Deep Creek Road
Malad City, Idaho 83252

Microfilm No. 151258
Day June 2014
At 1:25 O'clock P.M.
Lola Bott
Oneida Co. Recorder
Fee \$ 13.00
Recorded at Request of Northern Title Co.

WARRANTY DEED

Thomas S. Koontz and Doris D. Koontz, Husband and Wife

Grantor(s) of Malad City, County of Oneida, State of ID hereby **CONVEY AND WARRANT** to

Patrick Ingram , a married man and Deric Willson and Samantha Willson, husband and wife

Grantee(s) of Malad City, County of Oneida, State of ID for the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, the following described tract of land in Oneida County, State of ID:

See Attached Exhibit "A"

Together with sellers interest in and to the Raymond Evans and Perry Jones deep irrigation well as the same as licensed under License No. 15-020-045 of the Department of Water Resources of the State of Idaho

Subject to easements, declarations of covenants and restrictions, rights of way of record, and taxes for the current year and thereafter.

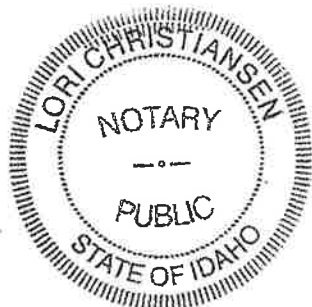
Witness, the hand(s) of said Grantor(s), this June 5, 2014.

[Signature]
Thomas S. Koontz

[Signature]
Doris D. Koontz

State of ID)
County of Oneida)

On June 5, 2014, personally appeared before me Thomas S. Koontz and Doris D. Koontz the signer(s) of the within instrument, who duly acknowledged to me that they executed the same.



[Signature]
Notary Public
Resides: Malad City
Expires: 11/22/2018

PARCEL 3:

A parcel of land located in Section 3, Township 14 South, Range 36 East, Boise Meridian, Oneida County, Idaho and further described as follows:

Beginning at the South quarter corner of said Section 3, from which the Southeast corner of Section 3 bears South $89^{\circ} 29' 39''$ East 2622.37 feet;
 Thence North $00^{\circ} 39' 59''$ West 1306.92 feet along the meridional centerline of said Section 3 to a found rebar with cap labeled, PLS 4735 set on the southwest corner of the Northwest quarter of the Southeast quarter of said Section 3;
 Thence South $89^{\circ} 30' 56''$ East 327.78 feet along the south line of said Northwest quarter of the Southeast quarter to the southwest corner of the East half of the West half of said Northwest quarter of the Southeast quarter;
 Thence North $00^{\circ} 40' 02''$ West 541.25 feet along the west line of said East half of the West half to the True Point of Beginning;
 Thence North $00^{\circ} 40' 02''$ West 765.79 feet along said west line, also being a fence line to a point on the latitudinal centerline of said Section 3;
 Thence North $00^{\circ} 39' 56''$ West 1307.04 feet along the west line of the East half of the West half of the Southwest quarter of the Northeast quarter of said Section 3 to the northwest corner of said East half of the West half;
 Thence South $89^{\circ} 33' 18''$ East 979.03 feet along the north line of said Southwest quarter of the Northeast quarter to a fence line;
 Thence South $00^{\circ} 21' 12''$ East 2037.81 feet along said fence line;
 Thence South $81^{\circ} 48' 18''$ West 191.69 feet to a point 1.0 north of a well;
 Thence West 777.75 feet to the True Point of Beginning.

SUBJECT TO:

A (20) foot wide ingress/egress easement being ten (10) feet on each side of the following described centerline: Commencing at the Southeast corner of the East one-half of the West one-half of the Northwest quarter of the Southeast quarter (E1/2W1/2NW1/4SE1/4) of Section 3, Township 14 South, Range 36 East, Boise Meridian, Oneida County, Idaho; thence North $00^{\circ} 40' 04''$ West 44.16 feet along the East boundary of said E1/2W1/2NW1/4SE1/4 to a 5/8" rebar and cap set at an existing fence line; thence North $00^{\circ} 40' 04''$ West 28.85 feet along the East boundary of said E1/2W1/2NW1/4SE1/4 to the centerline of an existing driveway, the True Point of Beginning; following said centerline the following seven (7) courses: thence South $89^{\circ} 58' 14''$ East 34.29 feet to the beginning of a 80.00 foot radius curve concave to the Northwest; thence Northeasterly along said curve through a central angle of $34^{\circ} 03' 54''$ a distance of 47.56 feet to the point of tangency (chord=North $72^{\circ} 59' 49''$ East 46.87 feet); thence North $55^{\circ} 57' 52''$ East 57.76 feet to the beginning of a 80.00 foot radius curve concave to the South; thence Southeasterly along said curve through a central angle of $72^{\circ} 47' 10''$ a distance of 101.63 feet to the point of tangency (chord=South $87^{\circ} 38' 33''$ East 94.93 feet); thence South $51^{\circ} 14' 58''$ East 53.15 feet to the beginning of a 125.00 foot radius curve concave to the Northeast; thence Southeasterly along said curve through a central angle of $39^{\circ} 06' 10''$ a distance of 85.31 feet to the point of tangency (chord=South $70^{\circ} 48' 03''$ East 83.66 feet); thence North $89^{\circ} 38' 53''$ East 268.34 feet more or less to the Westerly right of way line of Deep Creek Road, a county road. The side line of said easement are to lengthen or shorten as required to terminate on said Westerly right of way line and the East boundary of said E1/2W1/2NW1/4SE1/4.

SUBJECT TO:

A Roadway and Easement in common with others, fifteen feet in width, leading from old Highway 191 at the Southeast Corner of the Northwest Quarter of the Southeast Quarter of said Section 3 and going Westerly along the South line of said quarter section to the above described premises.

NTO-66994
Vickie Ingram
3325 North Deep Creek Road
Malad City, Idaho 83252

151253

6 Day June 23 14
At 1:00 O'clock P.M.
Lola Bott
Oneida Co. Recorder

Fee \$ 16.00
Recorded at Request of
Northern Title Co.

WARRANTY DEED

Thomas S. Koontz and Doris D. Koontz, Husband and Wife

Grantor(s) of Malad City, County of Oneida, State of ID hereby **CONVEY AND WARRANT** to

Vickie Ingram, a married woman dealing in her sole and separate property

Grantee(s) of Malad City, County of Oneida, State of ID for the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, the following described tract of land in Oneida County, State of ID:

See Attached Exhibit "A"

Subject to easements, declarations of covenants and restrictions, rights of way of record, and taxes for the current year and thereafter.

Witness, the hand(s) of said Grantor(s), this June 5, 2014

Thomas S. Koontz

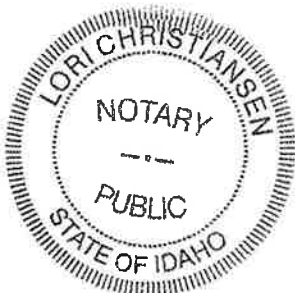
Thomas S. Koontz

Doris D. Koontz

Doris D. Koontz

State of ID)
County of Oneida)

On June 5, 2014 2014, personally appeared before me Thomas S. Koontz and Doris D. Koontz the signer(s) of the within instrument, who duly acknowledged to me that they executed the same.



Lori Christiansen

Notary Public

Resides: Malad City

Expires: 11/22/2018

PARCEL 2:

A parcel of land located in Section 3, Township 14 South, Range 36 East, Boise Meridian, Oneida County, Idaho and further described as follows:

Beginning at the South quarter corner of said Section 3, from which the Southeast corner of Section 3 bears South 89° 29' 39" East 2622.37 feet;

Thence North 00° 39' 59" West 1306.92 feet along the meridional centerline of said Section 3 to a found rebar with cap labeled, PLS 4735 set on the southwest corner of the Northwest quarter of the Southeast quarter of said Section 3;

Thence South 89° 30' 56" East 655.56 feet along the south line of said Northwest quarter of the Southeast quarter to the southeast corner of the West half of said Northwest quarter of the Southeast quarter;

Thence North 00° 40' 04" West 309.53 feet along the east line of said West half to a found rebar with cap labeled, PLS 9163 set on the northeast corner of that parcel of land as shown on Record of Survey instrument number 131399 in the official records of Oneida County, the True Point of Beginning;

Thence North 89° 57' 27" West 327.73 feet along the north line of said parcel to a found rebar with cap labeled, PLS 9163 set on the northwest corner of said parcel;

Thence North 00° 40' 02" West 234.25 feet along the east line of the West half of the West half of said Northwest quarter of the Southeast quarter, also being along a fence line;

Thence East 777.75 feet to a point 1.0 foot north of a well;

Thence North 81° 48' 18" East 191.69 feet to a 5/8" rebar with cap set on a fence line;

Thence South 00° 21' 12" East 32.34 feet along said fence line to a point on the northwesterly line of that parcel of land as shown on Record of Survey instrument number 131899 in the official records of Oneida County;

Thence South 23° 41' 55" West 361.91 feet along said northwesterly line to a found rebar with cap labeled, PLS 9163;

Thence South 41° 58' 17" East 192.99 feet along the southwesterly line of said parcel to a found rebar with cap labeled, PLS 9163 set on the westerly right of way line of Deep Creek Road said point being on a 785.51 foot radius non-tangent curve concave to the northwest whose center bears North 47° 52' 47" West;

Thence southwesterly along said curve through a central angle of 01° 55' 28" a distance of 26.38 feet (chord = South 43° 04' 57" West 26.38 feet) along said right of way line;

Thence South 44° 02' 41" West 2.45 feet along said right of way line to a found rebar with cap labeled, PLS 9163 set at the beginning of a fence line;

Thence North 89° 53' 48" West 220.47 feet along said fence line, said line along being the north line of Parcel 1 as shown on Record of Survey instrument number 133471 in the official records of Oneida County to a 5/8" rebar with cap labeled, "A.A. Hudson, PLS 13173";

Thence North 00° 40' 04" West 265.77 feet to a 5/8" rebar with cap;

Thence North 89° 57' 27" West 377.53 feet to the True Point of Beginning.

Subject to an easement for well maintenance as shown on Record of Survey instrument number 131899 in the official records of Oneida County.

Also subject to a 20.00 foot wide easement for ingress and egress, in favor of the three immediate westerly adjoiners, being 10.00 feet on each side of the following described centerline located in Section 3, Township 14 South, Range 36 East, Boise Meridian, Oneida County, Idaho and further described as follows:

Beginning at the South quarter corner of said Section 3, from which the Southeast corner of Section 3 bears South 89° 29' 39" East 2622.37 feet;

Thence North 00° 39' 59" West 1306.92 feet along the meridional centerline of said Section 3 to a found rebar with cap labeled, PLS 4735 set on the southwest corner of the Northwest quarter of the Southeast quarter of said Section 3;

Thence South $89^{\circ} 30' 56''$ East 655.56 feet along the south line of said Northwest quarter of the Southeast quarter to the southeast corner of the West half of said Northwest quarter of the Southeast quarter;

Thence North $00^{\circ} 40' 04''$ West 44.15 feet along the east line of said West half to a found rebar with cap labeled, PLS 9163 set on a fence line, said line also being the north line of Parcel 1 as shown on Record of Survey instrument number 133471 in the official records of Oneida County;

Thence South $89^{\circ} 53' 48''$ East 377.53 feet along said fence line to a $5/8''$ rebar with cap labeled, "A.A. Hudson, PLS 13173";

Thence North $00^{\circ} 40' 04''$ West 11.08 feet along the boundary line of the above described parcel to the True Point of Beginning;

Thence North $89^{\circ} 38' 53''$ East 232.87 feet to a point on the westerly right of way line of Deep Creek Road.

Sidelines of the above described easement are to lengthen or shorten as required to being on said boundary line of the above described parcel and end on said westerly right of way line of Deep Creek Road.

SUBJECT TO:

A (20) foot wide ingress/egress easement being ten (10) feet on each side of the following described centerline:

Commencing at the Southeast corner of the East one-half of the West one-half of the Northwest quarter of the Southeast quarter (E1/2W1/2NW1/4SE1/4) of Section 3, Township 14 South, Range 36 East, Boise Meridian, Oneida County, Idaho; thence North $00^{\circ} 40' 04''$ West 44.16 feet along the East boundary of said E1/2W1/2NW1/4SE1/4 to a $5/8''$ rebar and cap set at an existing fence line; thence North $00^{\circ} 40' 04''$ West 28.85 feet along the East boundary of said E1/2W1/2NW1/4SE1/4 to the centerline of an existing driveway, the True Point of Beginning; following said centerline the following seven (7) courses: thence South $89^{\circ} 58' 14''$ East 34.29 feet to the beginning of a 80.00 foot radius curve concave to the Northwest; thence Northeasterly along said curve through a central angle of $34^{\circ} 03' 54''$ a distance of 47.56 feet to the point of tangency (chord=North $72^{\circ} 59' 49''$ East 46.87 feet); thence North $55^{\circ} 57' 52''$ East 57.76 feet to the beginning of a 80.00 foot radius curve concave to the South; thence Southeasterly along said curve through a central angle of $72^{\circ} 47' 10''$ a distance of 101.63 feet to the point of tangency (chord=South $87^{\circ} 38' 33''$ East 94.93 feet); thence South $51^{\circ} 14' 58''$ East 53.15 feet to the beginning of a 125.00 foot radius curve concave to the Northeast; thence Southeasterly along said curve through a central angle of $39^{\circ} 06' 10''$ a distance of 85.31 feet to the point of tangency (chord=South $70^{\circ} 48' 03''$ East 83.66 feet); thence North $89^{\circ} 38' 53''$ East 268.34 feet more or less to the Westerly right of way line of Deep Creek Road, a county road. The side line of said easement are to lengthen or shorten as required to terminate on said Westerly right of way line and the East boundary of said E1/2W1/2NW1/4SE1/4.

SUBJECT TO:

A Roadway and Easement in common with others, fifteen feet in width, leading from old Highway 191 at the Southeast Corner of the Northwest Quarter of the Southeast Quarter of said Section 3 and going Westerly along the South line of said quarter section to the above described premises.

NTO-66994
Vickie Ingram

ACCOMMODATION ONLY

WARRANTY DEED

Vickie Ingram, a married woman dealing in her sole and separate property,

Grantor(s) of Malad City, County of Oneida, State of ID hereby **CONVEY AND WARRANT** to

Patrick H. Ingram and Vickie Ingram, husband and wife and Deric Willson and Samantha Willson, husband and wife,

Grantee(s) of Malad City, County of Oneida, State of ID for the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, the following described tract of land in Oneida County, State of ID:

See Attached Exhibit "A"

Subject to easements, declarations of covenants and restrictions, rights of way of record, and taxes for the current year and thereafter.

THIS DEED HAS BEEN PREPARED AS AN ACCOMMODATION ONLY BY NORTHERN TITLE COMPANY WITHOUT ANY EXAM WITH REGARD TO TITLE AND BASED ON INFORMATION SUPPLIED BY GRANTOR.

Witness, the hand(s) of said Grantor(s), this July 22, 2014

Vickie Ingram
Vickie Ingram

State of: ID)
County of: Oneida)ss:

On July 22, 2014, before me the undersigned, a Notary Public, in and for said state, personally appeared **Vickie Ingram**, known to me or 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 WITNESS WHEREOF I have set my hand and official seal on the date shown above.



Lori Christiansen
Notary Public
Residing: Malad City
Commission Expiration: 11/22/2018

Microfilm No. 151412
22 Day July 20 14
At 4:55 o'clock p.m.
Lola Bott
Oneida Co. Recorder
Fee \$ 16.00 Deputy
Recorded at Request of Patrick H. Ingram

PARCEL 2:

A parcel of land located in Section 3, Township 14 South, Range 36 East, Boise Meridian, Oneida County, Idaho and further described as follows:

Beginning at the South quarter corner of said Section 3, from which the Southeast corner of Section 3 bears South 89° 29' 39" East 2622.37 feet;
Thence North 00° 39' 59" West 1306.92 feet along the meridional centerline of said Section 3 to a found rebar with cap labeled, PLS 4735 set on the southwest corner of the Northwest quarter of the Southeast quarter of said Section 3;
Thence South 89° 30' 56" East 655.56 feet along the south line of said Northwest quarter of the Southeast quarter to the southeast corner of the West half of said Northwest quarter of the Southeast quarter;
Thence North 00° 40' 04" West 309.53 feet along the east line of said West half to a found rebar with cap labeled, PLS 9163 set on the northeast corner of that parcel of land as shown on Record of Survey instrument number 131399 in the official records of Oneida County, the True Point of Beginning;
Thence North 89° 57' 27" West 327.73 feet along the north line of said parcel to a found rebar with cap labeled, PLS 9163 set on the northwest corner of said parcel;
Thence North 00° 40' 02" West 234.25 feet along the east line of the West half of the West half of said Northwest quarter of the Southeast quarter, also being along a fence line;
Thence East 777.75 feet to a point 1.0 foot north of a well;
Thence North 81° 48' 18" East 191.69 feet to a 5/8" rebar with cap set on a fence line;
Thence South 00° 21' 12" East 32.34 feet along said fence line to a point on the northwesterly line of that parcel of land as shown on Record of Survey instrument number 131899 in the official records of Oneida County;
Thence South 23° 41' 55" West 361.91 feet along said northwesterly line to a found rebar with cap labeled, PLS 9163;
Thence South 41° 58' 17" East 192.99 feet along the southwesterly line of said parcel to a found rebar with cap labeled, PLS 9163 set on the westerly right of way line of Deep Creek Road said point being on a 785.51 foot radius non-tangent curve concave to the northwest whose center bears North 47° 52' 47" West;
Thence southwesterly along said curve through a central angle of 01° 55' 28" a distance of 26.38 feet (chord = South 43° 04' 57" West 26.38 feet) along said right of way line;
Thence South 44° 02' 41" West 2.45 feet along said right of way line to a found rebar with cap labeled, PLS 9163 set at the beginning of a fence line;
Thence North 89° 53' 48" West 220.47 feet along said fence line, said line along being the north line of Parcel 1 as shown on Record of Survey instrument number 133471 in the official records of Oneida County to a 5/8" rebar with cap labeled, "A.A. Hudson, PLS 13173";
Thence North 00° 40' 04" West 265.77 feet to a 5/8" rebar with cap;
Thence North 89° 57' 27" West 377.53 feet to the True Point of Beginning.

Subject to an easement for well maintenance as shown on Record of Survey instrument number 131899 in the official records of Oneida County.

Also subject to a 20.00 foot wide easement for ingress and egress, in favor of the three immediate westerly adjoiners, being 10.00 feet on each side of the following described centerline located in Section 3, Township 14 South, Range 36 East, Boise Meridian, Oneida County, Idaho and further described as follows:

Beginning at the South quarter corner of said Section 3, from which the Southeast corner of Section 3 bears South 89° 29' 39" East 2622.37 feet;
Thence North 00° 39' 59" West 1306.92 feet along the meridional centerline of said Section 3 to a found rebar with cap labeled, PLS 4735 set on the southwest corner of the Northwest quarter of the Southeast

quarter of said Section 3;

Thence South $89^{\circ} 30' 56''$ East 655.56 feet along the south line of said Northwest quarter of the Southeast quarter to the southeast corner of the West half of said Northwest quarter of the Southeast quarter;

Thence North $00^{\circ} 40' 04''$ West 44.15 feet along the east line of said West half to a found rebar with cap labeled, PLS 9163 set on a fence line, said line also being the north line of Parcel 1 as shown on Record of Survey instrument number 133471 in the official records of Oneida County;

Thence South $89^{\circ} 53' 48''$ East 377.53 feet along said fence line to a $5/8''$ rebar with cap labeled, "A.A. Hudson, PLS 13173";

Thence North $00^{\circ} 40' 04''$ West 11.08 feet along the boundary line of the above described parcel to the True Point of Beginning;

Thence North $89^{\circ} 38' 53''$ East 232.87 feet to a point on the westerly right of way line of Deep Creek Road.

Sidelines of the above described easement are to lengthen or shorten as required to being on said boundary line of the above described parcel and end on said westerly right of way line of Deep Creek Road.

SUBJECT TO:

A (20) foot wide ingress/egress easement being ten (10) feet on each side of the following described centerline:

Commencing at the Southeast corner of the East one-half of the West one-half of the Northwest quarter of the Southeast quarter (E1/2W1/2NW1/4SE1/4) of Section 3, Township 14 South, Range 36 East, Boise Meridian, Oneida County, Idaho; thence North $00^{\circ} 40' 04''$ West 44.16 feet along the East boundary of said E1/2W1/2NW1/4SE1/4 to a $5/8''$ rebar and cap set at an existing fence line; thence North $00^{\circ} 40' 04''$ West 28.85 feet along the East boundary of said E1/2W1/2NW1/4SE1/4 to the centerline of an existing driveway, the True Point of Beginning; following said centerline the following seven (7) courses: thence South $89^{\circ} 58' 14''$ East 34.29 feet to the beginning of a 80.00 foot radius curve concave to the Northwest; thence Northeasterly along said curve through a central angle of $34^{\circ} 03' 54''$ a distance of 47.56 feet to the point of tangency (chord=North $72^{\circ} 59' 49''$ East 46.87 feet); thence North $55^{\circ} 57' 52''$ East 57.76 feet to the beginning of a 80.00 foot radius curve concave to the South; thence Southeasterly along said curve through a central angle of $72^{\circ} 47' 10''$ a distance of 101.63 feet to the point of tangency (chord=South $87^{\circ} 38' 33''$ East 94.93 feet); thence South $51^{\circ} 14' 58''$ East 53.15 feet to the beginning of a 125.00 foot radius curve concave to the Northeast; thence Southeasterly along said curve through a central angle of $39^{\circ} 06' 10''$ a distance of 85.31 feet to the point of tangency (chord=South $70^{\circ} 48' 03''$ East 83.66 feet); thence North $89^{\circ} 38' 53''$ East 268.34 feet more or less to the Westerly right of way line of Deep Creek Road, a county road. The side line of said easement are to lengthen or shorten as required to terminate on said Westerly right of way line and the East boundary of said E1/2W1/2NW1/4SE1/4.

SUBJECT TO:

A Roadway and Easement in common with others, fifteen feet in width, leading from old Highway 191 at the Southeast Corner of the Northwest Quarter of the Southeast Quarter of said Section 3 and going Westerly along the South line of said quarter section to the above described premises.

WHEN RECORDED, MAIL TO:
AMERICA FIRST FEDERAL CREDIT UNION
PO BOX 9639
OGDEN, UTAH 84409

This instrument was prepared by:
AMERICA FIRST FEDERAL CREDIT UNION
PO BOX 9639
OGDEN, UTAH 84409
801-827-8413

NTD-1060994

[Space Above This Line For Recording Data]

DEED OF TRUST

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated **June 5, 2014**, together with all Riders to this document.

(B) "Borrower" is **Vickie Ingram**. Borrower is the trustor under this Security Instrument.

(C) "Lender" is **AMERICA FIRST FEDERAL CREDIT UNION**, organized and existing under the laws of **STATE OF UTAH**. Lender's address is **PO BOX 9639 , OGDEN, UTAH 84409**. Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is **Northern Title of Idaho**
Trustee's Address is **20 North Main, Suite 8, Malad, IDAHO 83252 Oneida County**.

(E) "Note" means the promissory note signed by Borrower and dated **June 5, 2014**. The Note states that Borrower owes Lender **ONE HUNDRED FORTY THOUSAND AND NO/100 Dollars (U.S. \$140,000.00)** plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **July 1, 2044**.

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|---|---|--|
| ☐ Adjustable Rate Rider | ☐ Condominium Rider | ☐ Second Home Rider |
| ☐ Balloon Rider | ☐ Planned Unit Development Rider | ☐ VA Rider |
| ☐ 1-4 Family Rider | ☐ Biweekly Payment Rider | |
| ☒ Other [Specify] Manufactured Home Rider, | | |



(I) **"Applicable Law"** means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) **"Community Association Dues, Fees, and Assessments"** means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) **"Electronic Funds Transfer"** means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) **"Escrow Items"** means those items that are described in Section 3.

(M) **"Miscellaneous Proceeds"** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) **"Mortgage Insurance"** means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) **"Periodic Payment"** means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) **"RESPA"** means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) **"Successor in Interest of Borrower"** means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of **Oneida**:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

Tax ID No.: Part of RP0292901, Part of RP0293003

Parcel ID Number: Part of RP0292901, Part of RP0293003

which currently has the address of **3325 N Deep Creek Rd
Malad, IDAHO 83252**

("Property Address"):

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

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

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

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

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as

required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under

Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again

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becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has – if any – with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's

interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

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

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser. If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute written notice of the occurrence of an event of default and of Lender's election to cause the property to be sold, and shall cause such notice to be recorded in each county in which any part of the Property is located. Trustee shall mail copies of the notice as prescribed by Applicable Law to Borrower and to other persons prescribed by Applicable Law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

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

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

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

25. Area and Location of Property. The Property is (a) located within an incorporated city or village; (b) not more than 80 acres, regardless of its location, provided it is not principally used for the agricultural production of crops, livestock, dairy or aquatic goods; or (c) not more than 40 acres, regardless of its use or location.

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

Witnesses:

-Witness

-Witness

(Seal)

(Seal)

-Borrower

-Borrower

STATE OF IDAHO, Oneida County ss:

On this 5th day of June, 2014, before me, Lori Christiansen, a Notary Public in and for said county and state, personally appeared Vickie Ingram, known or proved to me to be the person(s) who executed the foregoing instrument, and acknowledged to me that he/she/they executed the same.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Lori Christiansen
Notary Public, residing at: Malad City

My Commission Expires: 11/22/2018

Loan originator (organization): **AMERICA FIRST FEDERAL CREDIT UNION; NMLS #: 412819**

Loan originator (individual): **Lynnette Singleton; NMLS #: 762729**

Exhibit "A"

HOME + 6 acres

PARCEL 2:

A parcel of land located in Section 3, Township 14 South, Range 36 East, Boise Meridian, Oneida County, Idaho and further described as follows:

Beginning at the South quarter corner of said Section 3, from which the Southeast corner of Section 3 bears South 89° 29' 39" East 2622.37 feet;

Thence North 00° 39' 59" West 1306.92 feet along the meridional centerline of said Section 3 to a found rebar with cap labeled, PLS 4735 set on the southwest corner of the Northwest quarter of the Southeast quarter of said Section 3;

Thence South 89° 30' 56" East 655.56 feet along the south line of said Northwest quarter of the Southeast quarter to the southeast corner of the West half of said Northwest quarter of the Southeast quarter;

Thence North 00° 40' 04" West 309.53 feet along the east line of said West half to a found rebar with cap labeled, PLS 9163 set on the northeast corner of that parcel of land as shown on Record of Survey instrument number 131399 in the official records of Oneida County, the True Point of Beginning;

Thence North 89° 57' 27" West 327.73 feet along the north line of said parcel to a found rebar with cap labeled, PLS 9163 set on the northwest corner of said parcel;

Thence North 00° 40' 02" West 234.25 feet along the east line of the West half of the West half of said Northwest quarter of the Southeast quarter, also being along a fence line;

Thence East 777.75 feet to a point 1.0 foot north of a well;

Thence North 81° 48' 18" East 191.69 feet to a 5/8" rebar with cap set on a fence line;

Thence South 00° 21' 12" East 32.34 feet along said fence line to a point on the northwesterly line of that parcel of land as shown on Record of Survey instrument number 131899 in the official records of Oneida County;

Thence South 23° 41' 55" West 361.91 feet along said northwesterly line to a found rebar with cap labeled, PLS 9163;

Thence South 41° 58' 17" East 192.99 feet along the southwesterly line of said parcel to a found rebar with cap labeled, PLS 9163 set on the westerly right of way line of Deep Creek Road said point being on a 785.51 foot radius non-tangent curve concave to the northwest whose center bears North 47° 52' 47" West;

Thence southwesterly along said curve through a central angle of 01° 55' 28" a distance of 26.38 feet (chord = South 43° 04' 57" West 26.38 feet) along said right of way line;

Thence South 44° 02' 41" West 2.45 feet along said right of way line to a found rebar with cap labeled, PLS 9163 set at the beginning of a fence line;

Thence North 89° 53' 48" West 220.47 feet along said fence line, said line along being the north line of Parcel 1 as shown on Record of Survey instrument number 133471 in the official records of Oneida County to a 5/8" rebar with cap labeled, "A.A. Hudson, PLS 13173";

Thence North 00° 40' 04" West 265.77 feet to a 5/8" rebar with cap;

Thence North 89° 57' 27" West 377.53 feet to the True Point of Beginning.

Subject to an easement for well maintenance as shown on Record of Survey instrument number 131899 in the official records of Oneida County.

Also subject to a 20.00 foot wide easement for ingress and egress, in favor of the three immediate westerly adjoiners, being 10.00 feet on each side of the following described centerline located in Section 3, Township 14 South, Range 36 East, Boise Meridian, Oneida County, Idaho and further described as follows:

Beginning at the South quarter corner of said Section 3, from which the Southeast corner of Section 3 bears South $89^{\circ} 29' 39''$ East 2622.37 feet;
Thence North $00^{\circ} 39' 59''$ West 1306.92 feet along the meridional centerline of said Section 3 to a found rebar with cap labeled, PLS 4735 set on the southwest corner of the Northwest quarter of the Southeast quarter of said Section 3;
Thence South $89^{\circ} 30' 56''$ East 655.56 feet along the south line of said Northwest quarter of the Southeast quarter to the southeast corner of the West half of said Northwest quarter of the Southeast quarter;
Thence North $00^{\circ} 40' 04''$ West 44.15 feet along the east line of said West half to a found rebar with cap labeled, PLS 9163 set on a fence line, said line also being the north line of Parcel 1 as shown on Record of Survey instrument number 133471 in the official records of Oneida County;
Thence South $89^{\circ} 53' 48''$ East 377.53 feet along said fence line to a $5/8''$ rebar with cap labeled, "A.A. Hudson, PLS 13173";
Thence North $00^{\circ} 40' 04''$ West 11.08 feet along the boundary line of the above described parcel to the True Point of Beginning;
Thence North $89^{\circ} 38' 53''$ East 232.87 feet to a point on the westerly right of way line of Deep Creek Road.

Sidelines of the above described easement are to lengthen or shorten as required to being on said boundary line of the above described parcel and end on said westerly right of way line of Deep Creek Road.

SUBJECT TO:

A (20) foot wide ingress/egress easement being ten (10) feet on each side of the following described centerline:

Commencing at the Southeast corner of the East one-half of the West one-half of the Northwest quarter of the Southeast quarter (E1/2W1/2NW1/4SE1/4) of Section 3, Township 14 South, Range 36 East, Boise Meridian, Oneida County, Idaho; thence North $00^{\circ} 40' 04''$ West 44.16 feet along the East boundary of said E1/2W1/2NW1/4SE1/4 to a $5/8''$ rebar and cap set at an existing fence line; thence North $00^{\circ} 40' 04''$ West 28.85 feet along the East boundary of said E1/2W1/2NW1/4SE1/4 to the centerline of an existing driveway, the True Point of Beginning; following said centerline the following seven (7) courses: thence South $89^{\circ} 58' 14''$ East 34.29 feet to the beginning of a 80.00 foot radius curve concave to the Northwest; thence Northeasterly along said curve through a central angle of $34^{\circ} 03' 54''$ a distance of 47.56 feet to the point of tangency (chord=North $72^{\circ} 59' 49''$ East 46.87 feet); thence North $55^{\circ} 57' 52''$ East 57.76 feet to the beginning of a 80.00 foot radius curve concave to the South; thence Southeasterly along said curve through a central angle of $72^{\circ} 47' 10''$ a distance of 101.63 feet to the point of tangency (chord=South $87^{\circ} 38' 33''$ East 94.93 feet); thence South $51^{\circ} 14' 58''$ East 53.15 feet to the beginning of a 125.00 foot radius curve concave to the Northeast; thence Southeasterly along said curve through a central angle of $39^{\circ} 06' 10''$ a distance of 85.31 feet to the point of tangency (chord=South $70^{\circ} 48' 03''$ East 83.66 feet); thence North $89^{\circ} 38' 53''$ East 268.34 feet more or less to the Westerly right of way line of Deep Creek Road, a county road. The side line of said easement are, to lengthen or shorten as required to terminate on said Westerly right of way line and the East boundary of said E1/2W1/2NW1/4SE1/4.

SUBJECT TO:

A Roadway and Easement in common with others, fifteen feet in width, leading from old Highway 191 at the Southeast Corner of the Northwest Quarter of the Southeast Quarter of said Section 3 and going Westerly along the South line of said quarter section to the above described premises.

(Attach to Security Instrument)

MANUFACTURED HOUSING UNIT RIDER TO THE MORTGAGE / DEED OF TRUST / TRUST INDENTURE

(MANUFACTURED HOUSING UNIT TO BECOME AFFIXED)

This Rider is made this **5th day of June, 2014**, and is incorporated into and shall be deemed to amend and supplement the Mortgage / Deed of Trust / Trust Indenture (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to **AMERICA FIRST FEDERAL CREDIT UNION** (the "Note Holder") on the same date (the "Note") and covering the property described in the Security Instrument and located at:

**3325 N Deep Creek Rd
Malad, IDAHO 83252
(Property Address)**

Together with the Manufactured Housing Unit described as follows:

Make: **KIT MFG CO**
Model: **Unknown**
Year: **1996**
Serial Number(s): **1996-G9779Q18,**
Width & Length: **67 X 24.5**
HUD Label: **IDA157816 and IDA 157817**

MODIFICATIONS. In addition to the covenants and agreements made in the Security Instrument, Borrower(s) further covenant and agree as follows, for themselves, their heirs and assigns and Note Holder: **AMERICA FIRST FEDERAL CREDIT UNION**

**A. Property: 3325 N Deep Creek Rd
Malad, IDAHO 83252**

MANUFACTURED HOUSING UNIT RIDER TO THE MORTGAGE/DEED OF TRUST/TRUST INDENTURE

Page 1 of 2

IDS Inc.

Borrower(s) Initials



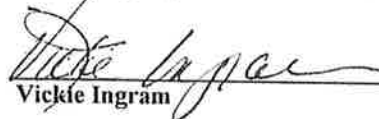


Property, as the term is defined herein, shall also encompass the Manufactured Housing Unit described above, affixed to the real property legally described herein.

B. Additional Covenants of Borrower(s):

- (a) Borrower(s) covenant and agree that they will comply with all State and local laws and regulations regarding the affixation of the Manufactured Housing Unit to the real property described herein including, but not limited to, surrendering the Certificate of Title (if required) and obtaining the requisite governmental approval and accompanying documentation necessary to classify the Manufactured Housing Unit as real property under State and local law.
- (b) That the Manufactured Housing Unit described above shall be, at all times, and for all purposes, permanently affixed to and part of the real property legally described herein and shall not be removed from said property.
- (c) Borrower(s) covenants that affixing the Manufactured Housing Unit to the real property legally described herein does not violate any zoning laws or other local requirements applicable to manufactured homes.

By signing this, Borrower(s) agree to all of the above.


Vickie Ingram

(Seal)
-Borrower

(Seal)
-Borrower

State of Idaho
Department of Water Resources
Water Right License

WATER RIGHT NO. **15-07190**

Priority: August 29, 2000

Maximum Diversion Rate: 0.95 CFS
Maximum Diversion Volume: 165.9 AF

It is hereby certified that THOMAS S KOONTZ And
DORIS D KOONTZ
3325 N DEEP CREEK RD
MALAD CITY ID 83252 has complied with the terms and conditions of the
permit, issued pursuant to Application for Permit dated August 29, 2000; and has submitted Proof of
Beneficial Use on November 08, 2001; and a water right has been established as follows:

SOURCE

GROUND WATER

BENEFICIAL USE

IRRIGATION

PERIOD OF USE

04/01 to 10/31

DIVERSION RATE

0.95 CFS

**ANNUAL
DIVERSION VOLUME**

165.9 AF

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER SW $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 3 Twp 14S Rge 36E, B.M. ONEIDA County

PLACE OF USE: IRRIGATION

Twp	Rge	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
14S	36E	3			28.6									18.8	47.4

Total Acres: 47.4

CONDITIONS OF APPROVAL

1. Rights 15-7190 and 15-2045B when combined shall not exceed 0.95 cfs, a total annual maximum diversion volume of 165.9 af at the field headgate, and the irrigation of 47.4 acres.
2. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 3.5 afa per acre at the field headgate for irrigation of the lands above.
3. If the surface water right(s) appurtenant to the place of use is sold, transferred, leased or used on any other place of use, this right to divert groundwater shall not be used without an approved transfer pursuant to Section 42-222, Idaho Code, or approval of the Department if a transfer is not required.
4. The right holder shall use the full allotment of appurtenant surface water rights in conjunction with groundwater diverted under this right.
5. After specific notification by the department, the right holder shall install a suitable measuring device or shall enter into an agreement with the department to determine the amount of water diverted from power records and shall annually report the information to the department.



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

February 07, 2019

PATRICK & VICKIE INGRAM
3325 N DEEP CREEK RD
MALAD CITY ID 83252-6016

DERIC & SAMANTHA WILLSON
3325 N DEEP CREEK RD
MALAD CITY ID 83252-6016

Re: Change in Ownership for Water Right No(s): 15-7190

Dear Water Right Holder(s):

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

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) 525-7161.

Sincerely,

Cher Ramos
Technical Records Specialist 1

Enclosure(s)



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RECEIVED
FEB 04 2019
Department of Water Resources
Eastern Region

31 January 2019

Re: Fifth follow up letter

Notice of Change in Water Right Ownership

Well number 15-02045B (Split)

Well Number 15-07190 (Non-Split)

Vickie Ingram
829 South 100 West
Malad City, Idaho 83252

IDWR Eastern Region
900 North Skyline Drive, Suite A
Idaho Falls, ID 83402-1718

Jonie Barg,

As per our phone conversation on 31 January 2019, I have attached a copy of the Warranty Deed (Number 151412) and Parcel Description (2 pages) regarding this property. This was filed 45 days after the first ones on 22 July 2014.

Thank you for your assistance in this matter.

If you have any addition questions or concerns, please call me (Vickie Ingram), at 385 244-9504.

Sincerely,


Vickie Ingram



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RECEIVED
JAN 29 2019
Department of Water Resources
Eastern Region

24 January 2019

Re: Third Follow up letter

Notice of Change in Water Right Ownership

Well number 15-02045B (Split)

Well Number 15-07190 (Non-Split)

Vickie Ingram
829 South 100 West
Malad City, Idaho 83252

IDWR Eastern Region
900 North Skyline Drive, Suite A
Idaho Falls, ID 83402-1718

Jonie Barg,

As per our phone conversation on 23 January 2019, I have attached a copy of the Trust Deed (1-10 pages) Parcel Description (1-2 pages) and Manufactured Housing Unit Rider to the Mortgage/Deed of Trust/Trust Indenture (1-2 pages) regarding this property.

Thank you for your assistance in this matter.

If you have any addition questions or concerns, please call me (Vickie Ingram), at 385 244-9504.

Sincerely,


Vickie Ingram



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RECEIVED
JAN 28 2019
Department of Water Resources
Eastern Region

25 January 2019

Re: Fourth follow up letter

Notice of Change in Water Right Ownership

Well number 15-02045B (Split)

Well Number 15-07190 (Non-Split)

Vickie Ingram
829 South 100 West
Malad City, Idaho 83252

IDWR Eastern Region
900 North Skyline Drive, Suite A
Idaho Falls, ID 83402-1718

Jonie Barg,

As per our phone conversation on 25 January 2019, I have attached a copy of the Warranty Deed (Number 151253) and Parcel Description (1-2 pages) regarding these properties.

Thank you for your assistance in this matter.

If you have any addition questions or concerns, please call me (Vickie Ingram), at 385 244-9504.

Sincerely,


Vickie Ingram



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16 January 2019

Re: Follow up letter

Notice of Change in Water Right Ownership

Well number 15-02045B (Split)

Well Number 15-07190 (Non-Split)

Vickie Ingram
829 South 100 West
Malad City, Idaho 83252

IDWR Eastern Region
900 North Skyline Drive, Suite A
Idaho Falls, ID 83402-1718

RECEIVED
JAN 18 2019

Department of Water Resources
Eastern Region

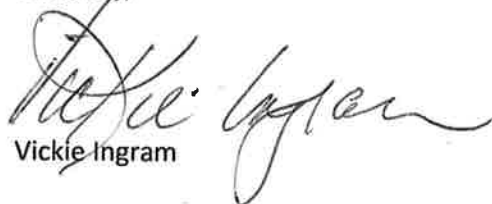
Jonie Barg,

As per your letter dated 8 January 2019 I have attached the first and second pages of the Warranty Deeds (151257 and 151258).

Thank you for your assistance in this matter.

If you have any addition questions or concerns, please call me (Vickie Ingram), at 385 244-9504.

Sincerely,


Vickie Ingram



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RECEIVED
DEC 31 2018
Department of Water Resources
Eastern Region

21 December 2018

Re: Notice of Change in Water Right Ownership

Well number 15-02045B (Split)

Well Number 15-07190 (Non-Split)

Vickie Ingram
829 South 100 West
Malad City, Idaho 83252

IDWR Eastern Region
900 North Skyline Drive, Suite A
Idaho Falls, ID 83402-1718

Sir/Madam,

I have two irrigation wells of which the ownership is changing.

- 1 - I have attached the required two forms {Form 42-248/42-1409(6)} "Notice of Change in Water Right Ownership".
- 2 - I have attached a colored USDA map with the location of each well.
- 3 - I have attached a Water Right License on well 15-07190
- 4 - I have a Warranty Deed dated 5 June 2014 and a Deed of Reconveyance dated 9 November 2018.

If possible I would like both wells to be changed to the following Ownership:

Patrick Ingram and Vickie Ingram and Deric Willson and Samantha Willson.

If you have any questions or concerns, please call me (Vickie Ingram) at 385 244-9504

Sincerely,



Vickie Ingram