

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

APR 12 2016

Notice of Change in Water Right Ownership

Department of Water Resources
Eastern Region

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?
35-11326 <i>OK</i>	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: Henry & Peter Camphouse
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Susan Patalon
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 1491 West 700 South Pingree ID 83262
Mailing address City State ZIP
- 208 716 0996 _____
Telephone Email
4. If the water rights and/or adjudication claims were split, how did the division occur?
☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: _____
6. 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: *Susan Patalon* _____ 4/12/17
Signature of new owner/claimant Title, if applicable Date

Signature: _____ _____ _____
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by *JB* Date 4/12/2017 Receipt No. E042909 Receipt Amt. \$25.-

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 *JB* Date 7/5/2017

Thomas W. Packer
Esplin & Packer, LLP
186 E. Judicial
Blackfoot, Idaho 83221
Telephone (208) 785-5600
Fax (208) 785-5400
ISB # 2891

RECEIVED

JUN 29 2017

Department of Water Resources
Eastern Region

2012 JUL 19 PM 2:11

SAFARI BY *[Signature]* DEPUTY

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BINGHAM

SUSAN LORRAINE PHARIS,
Plaintiff,
vs.

STEVEN CLARK PHARIS,
Defendant.

Case No.: CV-2012-1121
DIVORCE DECREE

This matter came before the court on the 19 day of July, 2012. It appears from the records and files of this action that a Complaint was filed and served upon the Defendant.

Defendant and Plaintiff have agreed and signed a written stipulation to the entry of this Decree.

It appears that the allegations of the Plaintiff's Complaint are sustained and the Plaintiff is and was a bona fide resident of the State of Idaho and has been a resident for more than six (6) weeks preceding the commencement of this action. The parties have no children.

IT IS ORDERED AND DECREED:

1. The bonds of matrimony now existing between the Plaintiff and the Defendant are dissolved on the grounds of irreconcilable differences, and the Plaintiff is awarded an absolute decree of divorce from the Defendant.

2. The Defendant and Plaintiff have a community interest in real property, located in at 1491 W. 700 S. in the City of Pingree, County of Bingham, State of Idaho, described in the deed as follows:

PART OF THE NW¼NW¼ SECTION 10, TOWNSHIP 4 SOUTH, RANGE 33
E.B.M. BINGHAM COUNTY, IDAHO, DESCRIBED AS:

BEGINNING AT A POINT THAT IS N. 90°00'00" E. 25.00 FEET ALONG THE
NORTH LINE OF SAID SECTION 10 AND S. 00°04'50" W. 25.00 FEET TO THE
TRUE POINT OF BEGINNING, ALL FROM THE NW CORNER OF SECTION 10,
AND RUNNING THENCE N. 90°00'00" E. 492.00 FEET ALONG THE SOUTH LINE
OF A COUNTRY ROAD; THENCE S. 00°04'50" W. 297.00 FEET; THENCE N.
90°00'00" W. 34.00 FEET; THENCE S. 0°00'50" W. 100.00 FEET; THENCE N.
90°00'00" W. 458 FEET; THENCE N. 00°04'50" E. 397 FEET PARALLEL TO THE
WEST LINE OF SAID SECTION 10 TO THE POINT OF BEGINNING

The real property described above is awarded to the Plaintiff, subject to any
liens, and the Defendant is ordered to convey his interest in the property to the Plaintiff.

3. The community personal property of the parties is divided and awarded as
follows:

To The Plaintiff:

1. 1991 Lumina
2. 1987 Ford Eco Van
3. 1997 Pontiac Montana

To The Defendant:

1. 1983 Ford Ranger Pickup
2. 1985 Ford Ranger Pickup

Each party is awarded any other community personal property currently in his
or her possession.

4. The Defendant is ordered to pay the following debts as or before they
become due and hold the Plaintiff harmless for any further liability concerning these
debts:

All debts incurred by the Defendant during the marriage for his medical care.

The Plaintiff is ordered to pay the following debts as or before they become due and hold the Defendant harmless for any further liability concerning these debts:

All debts incurred by the Plaintiff during the marriage for her medical care.

5. Susan Lorraine Pharis is restored to the former last name of Susan Lorraine Patalon.

Date: July 19, 2012.


Magistrate Judge

Quitclaim Deed

GRANTOR Steven C. Pharis, of Blackfoot, County of Bingham, State of Idaho, for a good and valuable consideration the receipt whereof is hereby acknowledged does REMISE, RELEASE and forever QUITCLAIM, unto Susan L. Pharis whose current address is 1491 West 700 South, Pingree, Idaho, 83262 as GRANTEE, and to Grantee's heirs and assigns, forever; all the following described real estate, situated in Bingham County, State of Idaho, to-wit:

PART OF THE NW $\frac{1}{4}$ NW $\frac{1}{4}$ SECTION 10, TOWNSHIP 4 SOUTH, RANGE 33 E.B.M. BINGHAM COUNTY, IDAHO, DESCRIBED AS:

BEGINNING AT A POINT THAT IS N. 90°00'00" E. 25.00 FEET ALONG THE NORTH LINE OF SAID SECTION 10 AND S. 00°04'50" W. 25.00 FEET TO THE TRUE POINT OF BEGINNING, ALL FROM THE NW CORNER OF SECTION 10, AND RUNNING THENCE N. 90°00'00" E. 492.00 FEET ALONG THE SOUTH LINE OF A COUNTRY ROAD; THENCE S. 00°04'50" W. 297.00 FEET; THENCE N. 90°00'00" W. 34.00 FEET; THENCE S. 0°00'50" W. 100.00 FEET; THENCE N. 90°00'00" W. 458 FEET; THENCE N. 00°04'50" E. 397 FEET PARALLEL TO THE WEST LINE OF SAID SECTION 10 TO THE POINT OF BEGINNING.

TOGETHER, with all tenements, hereditaments and appurtenances thereunto belonging.

IN WITNESS WHEREOF, the said GRANTOR has hereunto set his hand this 12th day of July, 2012.

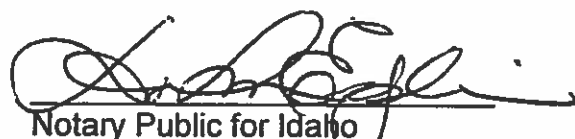

Steven C. Pharis

STATE OF IDAHO)
)
County of Bingham)

On this 12th day of July, 2012, before me the undersigned, a Notary Public for Idaho, personally appeared Steven C. Pharis, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he 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.




Notary Public for Idaho
Residing at: Blackfoot, Idaho
My Commission Expires: 5-19-2017

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
168 West Pacific/P.O. Box 868
Blackfoot, ID 83221

569152

BINGHAM COUNTY CLERK
BLACKFOOT, IDAHO

FEE 6.00 DEP 0.00

2006 JUL -3 PM 4:07

RECORDED AT THE REQUEST OF

FIRST AMERICAN TITLE COMPANY

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **164913-B (Id)**

Date: **June 29, 2006**

For Value Received, **John Martin**, an unmarried man, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Susan L. Pharis and Steven C. Pharis, wife and husband**, hereinafter called the Grantee, whose current address is **1491 West 700 South, Pingree, ID 83262**, the following described premises, situated in Bingham County, Idaho, to-wit:

PART OF THE NW $\frac{1}{4}$ NW $\frac{1}{4}$ SECTION 10, TOWNSHIP 4 SOUTH, RANGE 33 E.B.M., BINGHAM COUNTY, IDAHO, DESCRIBED AS:

BEGINNING AT A POINT THAT IS N. 90°00'00" E. 25.00 FEET ALONG THE NORTH LINE OF SAID SECTION 10 AND S. 00°04'50" W. 25.00 FEET TO THE TRUE POINT OF BEGINNING, ALL FROM THE NW CORNER OF SECTION 10, AND RUNNING THENCE N. 90°00'00" E. 492.00 FEET ALONG THE SOUTH LINE OF A COUNTRY ROAD; THENCE S. 00°04'50" W. 297.00 FEET; THENCE N. 90°00'00" W. 34.00 FEET; THENCE S. 00°00'50" W. 100.00 FEET; THENCE N. 90°00'00" W. 458.00 FEET; THENCE N. 00°04'50" E. 397.00 FEET PARALLEL TO THE WEST LINE OF SAID SECTION 10 TO THE POINT OF BEGINNING.

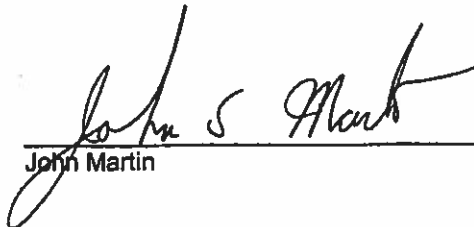
SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

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

Date: 06/29/2006

Warranty Deed
- continued

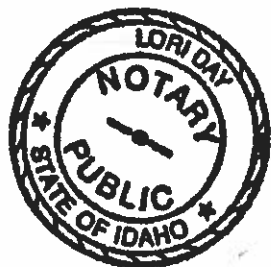
File No.: 164913-B (Id)

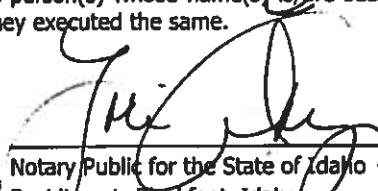


John Martin

STATE OF Idaho)
SS.
COUNTY OF Bingham)

On this 30th day of June, 2006, before me, a Notary Public in and for said State, personally appeared **John Martin**, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.





Notary Public for the State of Idaho
Residing at: Blackfoot, Idaho
My Commission Expires: 10/21/2009

569152

36649
am

451385

WARRANTY DEED

For Value Received CAROL CAMPHOUSE, an unmarried person

Hereinafter called the grantor, hereby grants, bargains, sells, and conveys unto
PAMILA S. CAMPHOUSE, an unmarried person

whose current address is: 1491 W. 700 S., Pingree, ID 83262

Hereinafter called the Grantee, the following described premises, situate in Bingham
County, Idaho, to-wit:

A portion of the NW1/4 of Section 10, Township 4 South, Range 33 E.B.M.,
Bingham County, Idaho, described as:
Beginning at the NW corner of said Section 10, and running thence E. 517 feet;
thence S. 422 feet; thence W. 517 feet; thence N. 422 feet to the point of
beginning, ~~EXCEPTING THEREFROM~~ county road right-of-way along the N. and W.

TOGETHER WITH all singular the tenements, hereditaments, and appurtenances
thereunto belonging or in anywise appertaining, including all water, water rights,
ditch and ditch rights.

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

Dated: February 6, 1997

Carol Camphouse
CAROL CAMPHOUSE

STATE OF IDAHO)
: ss
COUNTY OF BINGHAM)

On this 6th day of February, in the year 1997, before me, a Notary Public in
and for said State, personally appeared Carol Camphouse, known or identified to me
to be the person(s) whose name(s) is subscribed to the within Instrument, and
acknowledged to me that she executed the same.

BINGHAM COUNTY RECORDER
BLACKFOOT, IDAHO

FEE 3.00
SEP 27

97 FEB -6 PM 4:20

RECORDED AT THE REQUEST OF

FIRST A.

Arvid Peterson
Notary Public of Idaho
Residing at Blackfoot, Idaho
Commission Expires: 11/16/97
4-11-2000

451385





513374 TRUSTEE'S DEED

BINGHAM COUNTY RECORDER
BLAFCOOT, IDAHO
FEE \$10.00

FIRST AMERICAN TITLE COMPANY 2002 JUN -3 PM 2:49

First American Title Company of Idaho, Inc., an Idaho Corporation (herein called Trustee) as successor trustee under the Deed of Trust hereinafter particularly described, does hereby bargain, sell, convey, without warranty, to CONSECO FINANCE SERVICING CORP., 7360 Kyrene Road, Tempe, AZ 85283, (herein called Grantee) all of the real property situated in the County of Bingham, State of Idaho, described as follows:

A portion of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 10, Township 4 South, Range 33 E.B.M., Bingham County, Idaho, described as: Beginning at the NW corner of said Section 10; and running thence E. 517 feet; thence S. 422 feet; thence W. 517 feet; thence N. 422 feet to the point of beginning. EXCEPTING THEREFROM: County road right-of-way along the N. and W.

It appears that it is covenanted and agreed that said real property shall include as an improvement thereto and thereon that certain 2000 Homestar Mobile Home, serial no. GDBOID210014433, as a part thereof.

This conveyance is made pursuant to the powers conferred upon Trustee by the deed of trust between PAMILA CAMPHOUSE AND CAROL CAMPHOUSE, both unmarried persons, as grantors for the benefit and security of Conseco Bank, Inc., as beneficiary, recorded August 29, 2000, as Instrument No. 483016, and assigned to CONSECO FINANCE SERVICING CORP., as beneficiary, by assignment recorded November 8, 2000, as Instrument No. 485036, Mortgage Records of Bingham County, Idaho and after the fulfillment of the conditions specified in said deed of trust authorizing this conveyance as follows:

(a) Default occurred in the obligations for which said deed of trust was given as security and the beneficiary made demand upon the said trustee to sell said property pursuant to the terms of said deed of trust.

Notice of Default was recorded as Instrument No. 508177, Mortgage Records of Bingham County, Idaho and in the office of the Recorder of each other county in which the property described in said deed of trust, or any part thereof, is situated, the nature of such default being as set forth in said notice of default. Such default still existed at the time of sale.

(b) After recordation of said Notice of Default, trustee gave notice of the time and place of the sale of said property by registered/certified mail, return receipt requested, by personal service upon the occupants of said real property and/or by posting in a conspicuous place on said premises and by publishing in a newspaper of general circulation in each of the counties in which the property is situated as more fully appears in affidavits recorded at least 20 days prior to date of sale as Instrument No. 511125, Instrument No. 511126, Instrument No. 511127, Mortgage Records of Bingham County, Idaho.

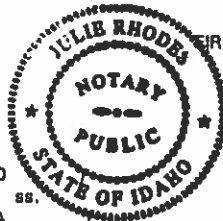
(c) The provisions, recitals and contents of the Notice of Default referred to in paragraph (a) supra and of the Affidavits referred to in paragraph (b) supra shall be and there are hereby incorporated herein and made an integral part hereof for all purposes as though set forth herein at length.

(d) All requirements of law regarding the mailing, personal service, posting, publication and recording of notice of default, and notice of sale and all other notices have been complied with.

(e) Not less than 120 days elapsed between the giving of notice of sale by registered or certified mail and the sale of said property.

(f) Trustee, at the time and place of sale fixed by said notice, at public auction, in one parcel, struck off to Grantee, being the highest bidder therefor, the property herein described, for the sum of \$68,842.69, subject however to all prior liens and encumbrances. No person or corporation offered to take any part of said property less than the whole thereof for the amount of principal, interest, advances and costs.

IN WITNESS WHEREOF, The Trustee, pursuant to a resolution of its Board of Directors has caused its corporate name to be hereunto subscribed by its Assistant Vice President, this 29th day of May, 2002.



FIRST AMERICAN TITLE COMPANY OF IDAHO, INC., Trustee

By Monine Cole
Monine Cole Asst. Vice President

STATE OF IDAHO

COUNTY OF ADA

On this 29th day of May, 2002, before me, a Notary Public in and for said State, personally appeared Monine Cole, known to me to be the Assistant Vice President of the corporation that executed this instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

513374

Julie Rhodes
Notary PublicJULIE RHODES
Notary Public, State of Idaho
Residing in Boise
My Commission Expires October 10, 2005

FA-12964/7042.21538

First American Title Company of Idaho

SPECIAL WARRANTY DEED

For Value Received GREEN TREE SERVICING LLC, FORMERLY KNOWN AS Conesco Finance Servicing Corp.

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

Merlin Smith, a married man dealing with his sole and separate property and Merlin Smith, Jr., a married man

whose address is: 399 North 500 West, Blackfoot, Id 83221

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

A portion of the NW $\frac{1}{4}$ /NW $\frac{1}{4}$ of Section 10, Township 4 South, Range 33 E.B.M., Bingham County, Idaho, described as: Beginning at the NW corner of said Section 10; and running thence E. 517 feet; thence S. 422 feet; thence W. 517 feet; thence N. 422 feet to the point of beginning, EXCEPTING THEREFROM: County road right-of-way along the N. and W.

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

TO HAVE AND TO HOLD the said premises, with its appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that they are the owners in fee simple of said premises. The Grantor warrants that said premises are free and clear of all encumbrances suffered or created by the Grantor, except such warranty does not apply to all taxes, assessments, and charges to be paid by the Grantee and any lien or encumbrance revived or placed on said premises by, through or under the Grantee, his heirs and assigns.

Dated: August 28, 2003

Green Tree Servicing LLC formerly known as Conesco Finance Servicing Corp

By George C. Durnier
George C. Durnier, Member

FIRST AMERICAN TITLE COMPANY

RECORDED AT THE REQUEST OF

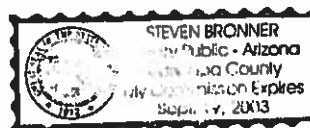
2003 AUG 29 PM 4:16

BINGHAM COUNTY RECORDER
BLACKFOOT, IDAHO
FEE \$250

STATE OF Arizona)
COUNTY OF Maricopa)ss.

On this 28th day of August, 2003, before me the undersigned, a notary public, personally appeared George C. Durnier, known or identified to me (or proved to me on the oath of), to be the a member of the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

Steven Bronner
Notary Public of _____
Residing at _____
Commission Expires: _____



533682

WARRANTY DEED

For Value Received Merlin Smith, a married man dealing with his sole and separate property and Merlin Smith Jr., and Jennifer Smith, husband and wife

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

Burns Franklin Chamberlain III, an unmarried person and Margaret Lesa Newby, an unmarried person

whose address is: 1491 West 700 South, Blackfoot, ID 83221

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

Part of Section 10, Township 4 South, Range 33 E.B.M., Bingham County, Idaho, described as:

Beginning at a point that is N. 90°00'00" E. 517.00 feet along the Section line and S. 00°04'50" W. 25.00 feet to the True Point of Beginning, all from the NW corner of Section 10, and running thence S. 00°04'50" W. 297.00 feet; thence N. 90°00'00" W. 34.00 feet; thence S. 00°00'50" E. 100.00 feet; thence N. 90°00'00" W. 303.00 feet; thence N. 00°04'50" E. 397.00 feet; thence N. 90°00'00" E. 337.00 feet to the Point of Beginning.

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

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

Dated: October 14, 2003

Merlin Smith
Merlin Smith

Merlin Smith Jr.
Merlin Smith Jr.

Jennifer Smith
Jennifer Smith

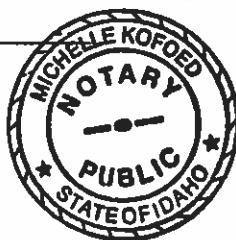
2003 OCT 21 PM 4:01
 RECORDED AT THE REQUEST OF
 FIRST AMERICAN TITLE COMPANY
 BINGHAM COUNTY RECORDER
 BLACKFOOT IDAHO
 FEB 3 2004

STATE OF Idaho)
) ss.
 COUNTY OF BINGHAM)

On this 14th day of October, 2003, before me Michelle Kofoed, personally appeared Merlin Smith and Merlin Smith Jr., * known or identified to me (or proved to me on the oath of), to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged to me that they executed the same.

* and Jennifer Smith
 GK

Michelle Kofoed
 Notary Public of Idaho
 Residing at Blackfoot, Idaho
 Commission Expires: 04/14/08



533682

550312

TRUSTEE'S DEED

JARED M. HARRIS, ("Successor Trustee") as Successor Trustee under the Trust Deed hereinafter particularly described, does hereby bargain, sell and convey, without warranty to MERLIN SMITH, a married man dealing with his sole and separate property, MERLIN SMITH, JR. AND JENNIFER SMITH, husband and wife, ("Grantees") whose current address is 399 N 500 W, Blackfoot, Idaho 83221, all of the real property situate in the County of Bingham, State of Idaho, described as follows:

Part of Section 10, Township 4 South, Range 33 E.B.M., Bingham County, Idaho, described as:

Beginning at a point that is N 90°00'00" E 517.00 feet along the Section line and S 00°04'50" W 25.00 feet to the True Point of Beginning, all from the NW corner of Section 10, and running thence S 00°04'50" W 297.00 feet; thence N. 90°00'00" W 34.00 feet; thence S 00°00'50" E 100.00 feet; thence N 90°00'00" W 303.00 feet; thence N 00°04'50" E 397.00 feet; thence N 90°00'00" E 337.00 feet to the Point of Beginning.

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

This conveyance is made pursuant to the powers conferred upon Successor Trustee by the Trust Deed between BURNS FRANKLIN CHAMBERLAIN, III, an unmarried person, and MARGARET LESA NEWBY, an unmarried person, as Grantor, FIRST AMERICAN TITLE COMPANY, as original Trustee, JARED M. HARRIS, as Successor Trustee, and MERLIN SMITH, a married man dealing with his sole and separate property, MERLIN SMITH, JR. AND JENNIFER SMITH, husband and wife, as Beneficiary, recorded October 31, 2003, as Instrument No. 533683, records of Bingham County, Idaho, and after the fulfillment of the conditions specified in said Trust Deed authorizing this conveyance as follows:

(a) Default occurred in the obligations for which such Trust Deed was given as security and the Beneficiary made demand upon the said Trustee to sell said property pursuant to the terms of said Trust Deed.

Notice of Default was recorded as Instrument No. 545209, records of Bingham County, Idaho the nature of such default being as set forth in said Notice of Default. Such default still existed at the time of sale.

(b) After recordation of said Notice of Default, Trustee gave notice of the time and place of the sale of said property by registered or certified mail, by personal service upon the occupants of said real property, by posting in a conspicuous place on said premises and by

publishing in a newspaper of general circulation in each of the counties in which the property is situated as more fully appears in affidavits recorded at least 20 days prior to the date of sale as Instrument Nos. 549349, 549350, and 549351, records of Bingham County, Idaho.

(c) The provisions, recitals and contents of the Notice of Default referred to in paragraph (a) supra and of the affidavits referred to in paragraph (b) supra shall be and they are hereby incorporated herein and made an integral part hereof for all purposes as though set forth herein at length.

(d) All requirements of law regarding the mailing, personal service, posting, publication and recording of Notice of Default and Notice of Sale and of all other notices have been complied with.

(e) Not less than 120 days elapsed between the giving of notice of sale by registered or certified mail and the sale of said property.

(f) Trustee, at the time and place of sale fixed by said notice, at public auction, in one parcel, struck off to Grantee, being the highest bidder therefore, the property herein described, for the sum of \$57,825.80 subject however to all prior liens and encumbrances. No person or corporation offered to take any part of said property less than the whole thereof for the amount of principal, interest, advances and costs.

IN WITNESS WHEREOF, the Grantor has signed and sealed this instrument on the 8th day of February, 2005.

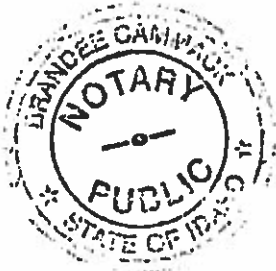

Jared M. Harris, Successor Trustee

STATE OF IDAHO)
) ss:
County of Bingham)

550312

On this 8th day of February, 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared JARED M. HARRIS known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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




Notary Public for Idaho
Residing at: Blackfoot
My Commission Expires: 6/5/2009

Page 2 of 2

RECORDED AT THE REQUEST OF
Jared M. Harris
P.O. Box 577
Blackfoot ID
83201

2005 FEB - 8 PM 4:24

RECORDED AT THE REQUEST OF
JARED M. HARRIS
BLACKFOOT, IDAHO
P.O. Box 577
Blackfoot ID
83201

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
168 West Pacific
Blackfoot, ID 83221

BINGHAM COUNTY, IDAHO
BLACKFOOT, IDAHO

FEE 12 DEP C

2005 MAY -6 PM 4:48

RECORDED AT THE REQUEST OF

FIRST AMERICAN TITLE COMPANY

553324

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: 108593-B (Id)

Date: May 4, 2005

For Value Received, Merlin Smith, a married man dealing with his sole and separate property, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto Merlin Smith Jr. and Jennifer Smith, hereinafter called the Grantee, whose current address is 399 N 500 W Blackfoot, ID 83221, Blackfoot, ID 83221, the following described premises, situated in Bingham County, Idaho, to-wit:

PART OF THE NW¼NW¼ SECTION 10, TOWNSHIP 4 SOUTH, RANGE 33 E.B.M., BINGHAM COUNTY, IDAHO, DESCRIBED AS:

BEGINNING AT A POINT THAT IS N. 90°00'00" E. 25.00 FEET ALONG THE NORTH LINE OF SAID SECTION 10 AND S. 00°04'50" W. 25.00 FEET TO THE TRUE POINT OF BEGINNING, ALL FROM THE NW CORNER OF SECTION 10, AND RUNNING THENCE N. 90°00'00" E. 492.00 FEET ALONG THE SOUTH LINE OF A COUNTRY ROAD; THENCE S. 00°04'50" W. 297.00 FEET; THENCE N. 90°00'00" W. 34.00 FEET; THENCE S. 00°00'50" W. 100.00 FEET; THENCE N. 90°00'00" W. 458.00 FEET; THENCE N. 00°04'50" E. 397.00 FEET PARALLEL TO THE WEST LINE OF SAID SECTION 10 TO THE POINT OF BEGINNING.

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

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



Merlin Smith

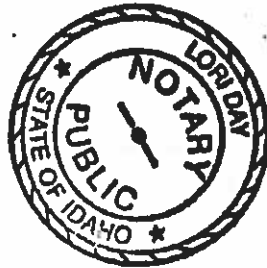
Date: 05/04/2005

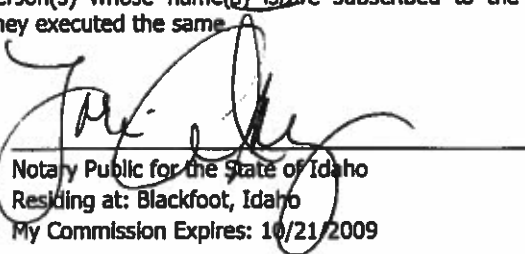
Warranty Deed
- continued

File No.: 108593-B (1d)

STATE OF Idaho)
ss.
COUNTY OF Bingham)

On this 5th day of May, 2005, before me, a Notary Public in and for said State, personally appeared Merlin Smith, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.




Notary Public for the State of Idaho
Residing at: Blackfoot, Idaho
My Commission Expires: 10/21/2009

553324

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
168 West Pacific
Blackfoot, ID 83221

553325

BRINGHAM COUNTY, IDAHO
BLACKFOOT, IDAHO
FEE 10-DEP C

2005 MAY -6 PM 4:48

RECORDED AT THE REQUEST OF

FIRST AMERICAN TITLE COMPANY

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: 108593-B (Id)

Date: May 5, 2005

For Value Received, **Merlin Smith, Jr. and Jennifer Smith, husband and wife**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **John Martin, an unmarried man**, hereinafter called the Grantee, whose current address is **48 West 450 North, Blackfoot, Idaho 83221**, the following described premises, situated in **Bingham County, Idaho**, to-wit:

PART OF THE NW $\frac{1}{4}$ NW $\frac{1}{4}$ SECTION 10, TOWNSHIP 4 SOUTH, RANGE 33 E.B.M., BINGHAM COUNTY, IDAHO, DESCRIBED AS:

BEGINNING AT A POINT THAT IS N. 90°00'00" E. 25.00 FEET ALONG THE NORTH LINE OF SAID SECTION 10 AND S. 00°04'50" W. 25.00 FEET TO THE TRUE POINT OF BEGINNING, ALL FROM THE NW CORNER OF SECTION 10, AND RUNNING THENCE N. 90°00'00" E. 492.00 FEET ALONG THE SOUTH LINE OF A COUNTRY ROAD; THENCE S. 00°04'50" W. 297.00 FEET; THENCE N. 90°00'00" W. 34.00 FEET; THENCE S. 00°00'50" W. 100.00 FEET; THENCE N. 90°00'00" W. 458.00 FEET; THENCE N. 00°04'50" E. 397.00 FEET PARALLEL TO THE WEST LINE OF SAID SECTION 10 TO THE POINT OF BEGINNING.

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

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

By: 
Merlin Smith Jr

By: 
Jennifer Smith

Date: 04/29/2005

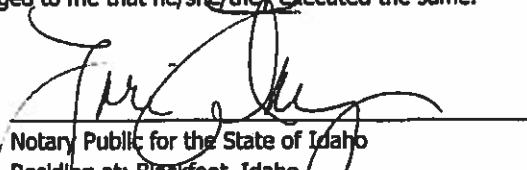
Warranty Deed
- continued

File No.: 108593-B (1d)

STATE OF Idaho)
SS.
COUNTY OF Bingham)

On this 5th day of May, 2005, before me, a Notary Public in and for said State, personally appeared **Merlin Smith, Jr. and Jennifer Smith**, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.




Notary Public for the State of Idaho
Residing at: Blackfoot, Idaho
My Commission Expires: 10/21/2009

553325