

failed to appear and answer the pliffs complaint, and the legal time for answering having expired and no answer or demurrer having been filed the default of said defendant John C. Egbert in the premises having been duly entered

According to law now at this day upon the application of D.C. McDougall Esq. Atty. for Plif, and after examining the documentary and other evidence offered it is hereby ordered that judgment be entered against the defendant John C. Egbert in the sum of \$500.00 and for the costs of this action amounting to \$10.00 according to the prayer of said complaint.

Wherefore by reason of the law and the premises it is ordered adjudged and decreed that the Plaintiff Lousia Harris do have from the said defendant John C. Egbert the sum of \$500.00 with interest at the legal rate from the date hereof, and for the costs of said action amounting to \$10.00.

Idaho City, Idaho.

April 30, 1891.

Henry Jones

Probate Judge.

I hereby certify that the foregoing is a true copy of the judgment entered in this the Probate Court, in the above entitled case.

Henry Jones

Probate Judge.

Recorded this 17th day of June 1891.

C.T. Koons

Clerk Dist. Court.

The within judgment is this day satisfied and released

D.C. McDougall Atty for Plif.

Subscribed and acknowledged before me this May 1st 1893.

C.T. Koons

Clerk Dist. Court.

Reference: Book "A" of Judgments Page 165 Original Oneida County Records.

Territory of Idaho  
County of Oneida.

In the District Court of the  
Third Judicial District.

October term thereof 1885

Anchor Hofferd, Rasmus Neilson, C.B. Jensen, E.C.E. Schvaneveldt, E. Jensen, Teils Georgeson  
J. Smith, William Dees, Hans Larsen, Nels Jensen, E.C. Hansen, Noah Lindsay, John Coburn, J.E. Clark  
John Naughtan Sen. Henry Gasman Sen, Adam Sanborg, C.H. Christensen, T.L. Neilson, Ulrich  
Locsley, J.P. Andersen, Henry Jensen, J. Mickelson, C. Olsen, Nels Christensen, C.C. Goodwin,  
Elizabeth Gill, James W. Leonard, C. Christensen, J. Hofferd, J. Sanborg, J.L. Harrison, Loren  
Lauretsen, L. Petersen, A. Simonds, Charles Goodwin and William Goodwin under firm name of  
Goodwin Bros. J.L. Jorgensen Peter Mickelson Henry Rose A.A. Allen James Harrison Sen. Warren  
Gifford, Nels Neilson, Mrs. J. Jensen, Thomas Hull John Evans Fredrick Coburn, W.C. Robbins  
John H. Campbell, Torg. Hofferd Theodore Linguist James Rose Joseph Coburn, Hannah Benson  
John Dees, M.F. Fifield and C.B. Fifield

Plaintiffs.

against.

Warner Hopps, David Lapray Wm. Coburn Henry McCulloch, John Palmer Joseph Knudsen Charles  
Morton Wm. Bell Ferdinand Fredrickson Samuel Preston and Richard Campbell.

Defendants.

And now this cause coming on to be heard in vacation, it having been agreed by and

Fall  
1883

Decree

between the attorneys for the respective parties that the same should be decided in vacation as of the last term of the said Court and the Court having fully considered the evidence in said cause, the law pertaining thereto and the agreements of counsel and being fully advised in the premises, it is ordered adjudged and decreed that the following named persons are entitled under the law and the facts in this case to the amount of water of Weston Creek aforesaid as are set opposite their names respectively, and estimated according to the custom in force in the community and that the said water by the number of acres which each of said persons is entitled to irrigate with one or two exceptions therein named., to wit:

|                     |                     |                         |                                                  |
|---------------------|---------------------|-------------------------|--------------------------------------------------|
| A. Rose             | Twenty nine acres   | E. Gill                 | Twenty seven acres.                              |
| A. Lindsey          | Seventeen "         | E. Jensen               | Fifteen "                                        |
| J. Larsen           | Twenty four "       | C.B. Jensen             | Twenty seven "                                   |
| J. Mickelson        | Twenty seven "      | C. Olson                | Thirty three "                                   |
| C. Christensen      | Sixteen "           | Goodwin Bros            | Thirty 1/2 "                                     |
| A. Cassman          | Twenty seven "      | <del>H. Jorgensen</del> | One hundred & twenty two                         |
| J. Lemmon           | Thirty one "        | J. Coburn               | Twenty three "                                   |
| L. Peterson         | Thirty eight "      | R. Neilson              | Thirty seven "                                   |
| J.P. Anderson       | Twenty two "        | L. Lauritson            | Twenty "                                         |
| A. Sandberg         | Thirty six & 2/3 "  | John Maughan            | Fifty eight & 2/3                                |
| A. Simmons          | Twenty five & 2/3 " | Peter Mickelson         | Eleven & 2/3 "                                   |
| N. Jensen           | Twenty six "        | M.P. Fifield            | Forty & 1/2 "                                    |
| J. Sandberg         | Five & 1/2 "        | J.H. Clark              | Seventeen "                                      |
| James S. Anderson   | Five & 1/2 "        | A. Koford               | Six & 2/3 "                                      |
| J. Harneson         | Fourteen & 1/2 "    | J. Smith                | Six & 2/3 "                                      |
| C.C. Goodwin        | Six & 1/2 "         | C.B. Fifield            | Fifteen "                                        |
| C.H. Christensen    | Forty three "       | P. Campbell             | Nine & 2/3 "                                     |
| E.C. Hansen         | Forty four & 1/6 "  | N. Christensen          | Five & 1/2 "                                     |
| E.C.E. Schvaneveldt | Forty seven "       | S. Preston              | Ten "                                            |
| Wm. Dees            | Twenty two "        | Warner Hoopes           | Forty five "                                     |
| J. Kofford          | Nine & 2/3 "        | William Coburn          | Fifteen acres and the waters of Past House Creek |
| A. Larsen           | Seventeen "         | C. Norton               | Twenty two acres                                 |
| E.L. Nelson         | Twenty six & 1/3 "  | David Lapray            | Fifteen "                                        |
| A. McCulloch        | Thirty one & 2/3 "  | R. Campbell             | Sixty three "                                    |
| T. Kofford          | Thirty six "        | J. Knudsen              | Thirty two & 1/2 "                               |
| E. Loosley          | Sixty two "         | F. Fredrickson          | Fifty five "                                     |

It is further ordered, adjudged and decreed that the town of Weston is entitled to one irrigating stream for irrigating and domestic purposes.

That P. Mickelson & J. Mickelson are entitled to the waters of Black Canon Creek.

that if at any time the waters of Weston Creek are not sufficient to properly irrigate the above amt. of land the said waters are to be divided pro rata as above set forth, under the direction of the water master according to the respective rights of the parties as above set forth as to quantity.

It is further ordered, adjudged and decreed that the distribution of the said waters of Weston Creek shall be under the direction and control of a water master, to be allotted in accordance with the Act regulating the distribution of water approved Feb. 7, 1881, with such assistants as may be necessary for each of the respective ditches the whole distribution to be under the control and direction of such water master for Weston Creek as aforesaid.

It is further ordered and decreed that the injunction heretofore ordered and issued in this cause be and the same is hereby dissolved.

It is further ordered adjudged and decreed that the costs in this action taxed at one hundred and seventy four and 50/100 Dollars together with the sum of forty eight dollars due J.O.Caldwell Special Commissioner be equally divided as near as may be between the parties Plaintiff and Defendants and that unless said costs are paid in full within the next sixty days that executors shall issue therefor as in other cases.

John T.Morgan

Judge 3rd Dis. Court I.T.

Recorded at the request of Joseph Coburn July 18th 1892.

C.T.Koons

Clerk.

Reference: Book "A" page 170 of Judgments Original Oneida County Records.

State of Idaho,  
County of Oneida.

In Probate Court.

Lars C.Nelson

Plaintiff,

Chris Larsen

Defendant.

Judgment by Default by the Court.

In this action, the Defendant, Chris Larsen, having been regularly served with process and having failed to appear and answer the plaintiffs complaint filed herein, and the legal time for answering having expired, and no answer or demurrer having been filed the default of the said defendant, Chris Larsen in the premises having been duly entered according to law;

Now at this day on application of C.F.Stone, Attorney for said plaintiff it is hereby ordered that judgment be entered herein against the said defendant in accordance with the prayer of the said plaintiff on file herein.

Wherefore by reason of the law and the premises aforesaid, it is ordered adjudged and decreed that Lars Nelson the plaintiff do have and recover of and from the said defendant Chris Larsen the sum of \$220 with interest thereon at the rate of 10% per annum from the date hereof until paid, together with said plaintiffs costs and disbursements incurred herein amounting to the sum of \$8.80

It is further ordered, adjudged and decreed that said plaintiff do have execution against the property of the defendant both real and personal for the satisfaction of this judgment.

Henry Jones

Probate Judge.

Judgment rendered January 21st 1893.

State of Idaho,

County of Oneida. ss.

In Probate Court.

I certify that the foregoing is a correct abstract of a judgment rendered in said action in my Court on the 21st day of Jan. 1893 for \$220, and \$8.80 costs in said action.

Henry Jones

Probate Judge.

(Seal)

Recorded at the request of C.F.Stone Jan. 21st 1893.

Book 2  
Judgements  
P. 6  
Franklin County

Idaho Department of Water Resources

To whom it may concern:

A few years ago, my husband and I traded some property with the Fonnesbecks that apparently has part of their water rights attached to it. My husband has since passed away and I am the current owner and surviving trustee of our family trust.

In the trade, we aquired the SW1/4 NW1/4 Sec 16 T16S R38E in Franklin County.

One of the benefits of this trade was that it became possible to eliminate an irrigation canal that ran through our property which carried water to the Fonnesbecks land. The intention was, and is, that the Fonnesbecks would irrigate the land aquired from us, the land we aquired is no longer irrigated, and both the Fonnesbecks and Buttars have filled in the open canal that ran through our respective property.

Therefore, Jay Norman Fonnesbeck **has my permission** to transfer to their land any water rights established by the Fonnesbecks that would be appurtenant to this particular piece of land.

Georgia L. Buttars  
Georgia L. Buttars

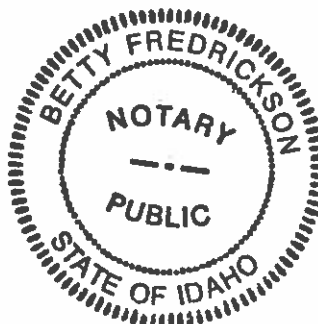
Dated: 4-11-05

Witnessed by:

Rebecca Buttars

Steve Buttars

Betty Fredrickson  
Notary  
04-08-08



Recorded at the request of

Keith Buttars

202407

9:20 a.m. MAY 22 1998 p.m.

V. ELLIOTT LARSEN, RECORDER

By Camille Larsen Deputy

FRANKLIN COUNTY, IDAHO

# QUIT CLAIM DEED

For Value received E. KEITH BUTTARS and GEORGIA L. BUTTARS,  
Trustees of the BUTTARS FAMILY TRUST U/A/D November 14, 1994,  
Grantor(s),

do(es) hereby convey, release, remise and forever quit claim unto NORMAN D.  
FONNESBECK and JAY NORMAN FONNESBECK, as Trustees of the NORMAN  
D. and DONNA <sup>G.</sup> FONNESBECK FAMILY LIVING TRUST, Grantee(s),

the following described premises, to-wit:

Township 16 South, Range 38 East of the Boise Meridian, Franklin  
County, Idaho.

Section 16 and 17: Commencing at the Northeast corner of the  
NW<sup>1</sup>/<sub>4</sub>NW<sup>1</sup>/<sub>4</sub> of Section 16, and running thence South 1150 feet, more or  
less, to the North right of way line of Black Canyon Road; thence  
Westerly along Black Canyon Road to the West line of the NE<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub>  
of Section 17; thence North 950 feet, more or less, to the North  
line of Section 17; thence East along said North line to the  
POINT OF BEGINNING.

EXCEPT right of way for Weston Canyon and Black Canyon Roads.

together with their appurtenances.

Dated: 5-22-98

X E. Keith Buttars

X Georgia L. Buttars

State of Idaho  
County of Franklin

On this 22 day of May, 1998, before me, a Notary Public in and for said State,  
personally appeared E. Keith Buttars and Georgia L. Buttars,  
known or identified to me (or proved to me on oath of \_\_\_\_\_), to be the person(s) whose

202408

9:25 a.m. MAY 22 1998 p.m.

V. ELLIOTT LARSEN, RECORDER  
 By Camille Larsen Deputy  
 FRANKLIN COUNTY, IDAHO

# QUIT CLAIM DEED

For Value received NORMAN J. FONNESBECK and JAY NORMAN FONNESBECK, as Trustees of the NORMAN J. and DONNA J. FONNESBECK FAMILY LIVING TRUST, Grantor(s),

do(es) hereby convey, release, remise and forever quit claim unto E. KEITH BUTTARS and GEORGIA L. BUTTARS, Trustees of the BUTTARS FAMILY TRUST U/A/D November 14, 1994, Grantee(s),

the following described premises, to-wit:

Township 16 South, Range 38 East of the Boise Meridian, Franklin County, Idaho.

Section 16: The Southwest quarter of the Northwest quarter.

together with their appurtenances.

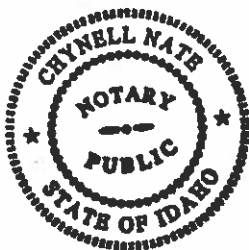
Dated: 5/22/98

X Norm Fannesbeck

X Jay Norman Fannesbeck

State of Idaho  
 County of Franklin

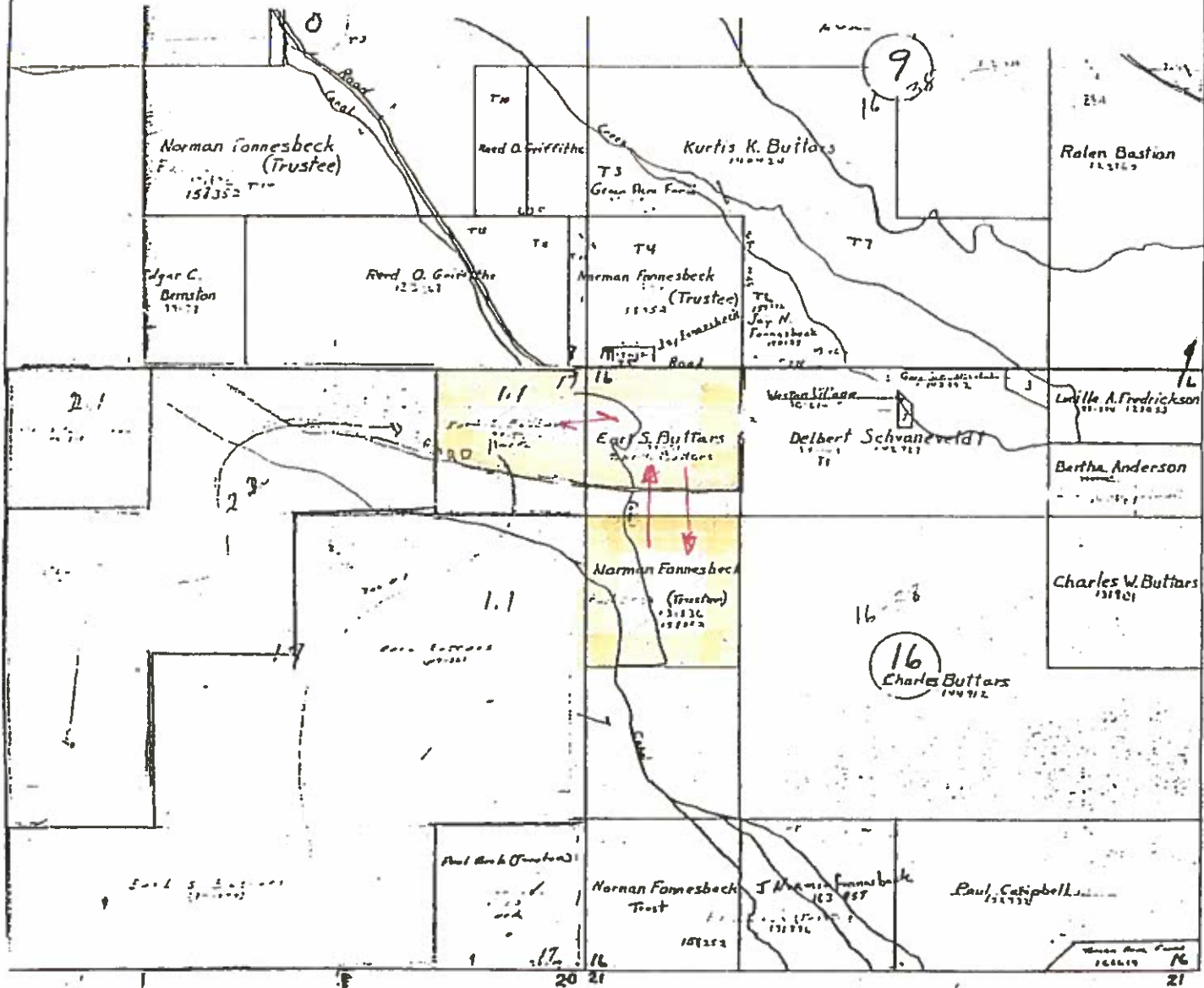
On this 22 day of May, 1998, before me, a Notary Public in and for said State, personally appeared Norman Fannesbeck and Jay Norman Fannesbeck, known or identified to me (or proved to me on oath of \_\_\_\_\_), to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same. In witness whereof I have set my hand and affixed my official seal the day and year in this certificate first above written.



Chynell NATE  
 Notary Public State of Idaho  
 Residing at: Preston, Idaho  
 Commission Expires: 5-13-2004

5 4  
8 9

This sketch is provided, without charge, for your information. It is not intended to show all matters related to the property including, but not limited to, area, dimensions, easements, encroachments, or location of boundaries. It is not a part of, nor does it modify the commitment or policy to which it is attached. First American Title Company assumes NO LIABILITY for any matter related to this sketch. Reference should be made to an accurate survey for further information.



Owida County Records  
water B

Page 7



Native Location  
of  
Martinus J. Fommabreck

Black Canyon  
Neston Creek

Notice is hereby given to all whom it may concern, that I the undersigned do hereby locate and claim 40 inches, flowing under a four inch pressure of the waters of Neston Creek, here flowing, and that I will divide the same by means of a dam and ditch at a point where this notice is posted about one mile due Nth. from the NW corner of sec 21, Tp 16. S. R. 38 E. B. M.

That I claim the same for agricultural purposes and that I intend to and will use the same for the irrigation of the NW 1/4 NW 1/4 sec 21, Tp 16. S. R. 38 E. B. M.

That I have divided the same by means of a ditch 2 feet wide and one foot deep with a fall of 2 in to the foot, running in a S.E. direction from the said point of division to and upon the said premises.

In witness whereof I have hereunto set my hand this 20<sup>th</sup> day of June, 1899.

Martinus J. Fommabreck

Recorded at the request of M. J. Fommabreck June 20<sup>th</sup> 1899 at 2<sup>10</sup> P.M.

Reynolds  
Recorder

## THE UNITED STATES OF AMERICA,

To all to whom these presents shall come, Greeting:

Best Land  
CERTIFICATE

No.

136  
Blake

Whereas

Marshallus J. Fommesbeck of Nevada County,

has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at  
Blackfoot, Idaho  
Marshallus J. Fommesbeck

whereby it appears that full payment has been made by the said  
according to the provisions of the  
Act of Congress of the 25th of April, 1830, entitled, "An Act making further provision for the sale of the Public  
Lands," and the acts supplemental thereto, for the North West quarter of the North West quarter  
of Section twenty one, in Township Eleven South of Range thirty eight East  
of Boise Meridian in Idaho, containing forty acres

according to the Official Plat of the Survey of the said Lands, returned to the General Land Office by the Surveyor  
General, which said Tract has been purchased by the said Marshallus J. Fommesbeck

Now know ye, That the United States of America, in consideration of the premises, and in conformity  
with the several Acts of Congress in such case made and provided, HAVE GIVEN AND GRANTED, and by these presents  
DO GIVE AND GRANT unto the said Marshallus J. Fommesbeck

and to his heirs, the said Tract above described, TO HAVE AND TO HOLD the same, together with all  
the rights, privileges, immunities, and appurtenances, of whatever nature, thereto belonging, unto the said  
Marshallus J. Fommesbeck

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

In testimony whereof

I William McKinley

President of the United States of America, have caused these letters to be made Patent, and the  
seal of the General Land Office to be hereunto affixed.

Given under my hand, at the City of Washington, the Twentieth fifth  
day of June, in the year of our Lord one thousand  
eight hundred and ninety-four, and of the Independence of the  
United States the one hundred and twenty-fourth



By the President:

William McKinley

By

J. M. McKim, Secretary.

L. H. Crutch, Recorder of the General Land Office.

JUNE 1902



# The United States of America,

To all to whom these presents shall come, Greeting:

Reconstrued Certificate No. 2607  
Application 8553

~~Whereas~~ There has been deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Blackfoot, Idaho

, whereby it appears that, pursuant to the Act of Congress approved 20th May, 1862, "To secure Homesteads to actual Settlers on the Public Domain," and the acts supplemental thereto, the claim of Marthinus J. Fonnerbeck

has been established and duly consummated, in conformity to law, for the North East quarter of Section Twenty in Township sixteen South of Range thirty eight East of Boise Meridian in Idaho, containing one hundred and sixty acres

according to the Official Plat of the Survey of the said Land, returned to the General Land Office by the Surveyor General.

Now know ye, That there is, therefore, granted by the United States unto the said Marthinus J. Fonnerbeck the tract of Land above described: To have and to hold the said tract of Land, with the appurtenances thereto, unto the said Marthinus J. Fonnerbeck and to his heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws, and decisions of courts, and also subject to the right of the proprietors of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law, and there is reserved from the lands hereby granted a right of way thereon for ditches or canals constructed by the authority of the United States.

In testimony whereof, T. William McKinley, President of the United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

Given under my hand, at the City of Washington, the thirtieth day of August, in the year of our Lord one thousand eight hundred and ninety nine, and of the Independence of the United States the seventy fourth.



BY THE PRESIDENT:

William McKinley

By

R. M. McLean

Secretary.

C. H. Bush

Recorder of the General Land Office.

# DEED RECORD

INST. NO. 23504

1924

THIS INDENTURE, Made this 23rd day of December in the year of our Lord one thousand nine hundred and Twenty-four, between Beata Mickelsen, alias Beata Sjoberg Mickelsen of Logan County of Cacha State of Utah the party of the first part, and James M. Fomesbeck and Carl Max Fomesbeck of Idaho and Logan Western Franklin Co. County of Cacha State of Utah, respectively the parties of the second part.

WITNESSETH, That the said party of the first part, for and in consideration of the sum of Two Thousand and no/100 Dollars, lawful money of the United States of America, to her in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold, and by these presents do, grant, bargain, sell, convey and confirm unto the said party of the second part, and to their heirs and assigns forever, all the following described real estate situated in Franklin County, State of Idaho, to-wit:

Commencing at the southeast corner of the northwest quarter of the southeast quarter of Section Twenty-one (21) in Township Sixteen (16) South, Range Thirty-eight (38) East of the Boise Meridian in Idaho; and running thence North One Hundred Sixty (160) rods; thence West one hundred Sixty (160) rods; thence South One Hundred Sixty (160) rods; thence East One Hundred Sixty (160) rods to the place of beginning.

Also all water right appurtenant to said land which it is agreed includes one third interest (1/3) in the water commonly known as Black Canyon Water and one third (1/3) interest in Stink Creek.

This deed is made subject to a mortgage of \$850.00 on said land which the grantees herein assume and agree to pay

(\$1.50 U.S.I.R. Stamps attached and duly cancelled)

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all estates, right, title and interest in and to the said property, as well in law as in equity, of the said party of the first part.

TO HAVE AND TO HOLD, All and singular the above mentioned and described premises, together with the appurtenances, unto the said party of the second part, and to their heirs and assigns forever. And the said party of the first part, and her heirs, the said premises in a quiet and peaceable possession of the said parties of the second part, and their heirs and assigns, against the said party of the first part, and her heirs and against all and every person and persons whomsoever lawfully claiming or to claim the same shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF, the said party of the first part has hereunto set her hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of

Olof Nelson

Beata Mickelsen

(SEAL).

(SEAL).

(SEAL).

(SEAL).

Utah  
STATE OF Idaho, ss.  
County of Franklin

On this 10th day of January in the year 1925, before me, Jesse P. Rich, a Notary Public in and for said county, personally appeared Beata Mickelsen, alias Beata Sjoberg Mickelsen

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

Jesse P. Rich

(SEAL)

Notary Public, Residing at Logan, Utah.

(SEAL)  
Commission Expires July 4th, 1926.

STATE OF IDAHO  
COUNTY OF FRANKLIN--SS

I hereby certify that this instrument was filed for record at the request of Carl M. Fomesbeck,

Filed for record this 23rd day of JANUARY A. D. 19 25 at 1-30 o'clock P. M.

John A. Schoen  
Ex-Officio Recorder.

By

Deputy.

# DEED RECORD

INST. NO. 17572.

June  
1922

THIS INDENTURE, Made this 13th day of June, in the year of our Lord one thousand nine hundred and Twenty Two, between Chas. A. Mickelsen and his wife, Caroline Mickelsen, of Weston, County of Franklin, State of Idaho, the parties of the first part, and James Peter Mickelsen and his wife Beata Mickelson, of Weston, County of Franklin, State of Idaho, the parties of the second part,

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of One Dollars, lawful money of the United States of America, to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said parties of the second part, and to their heirs and assigns forever, all the following described real estate situated in Franklin County, State of Idaho, to-wit:

Beginning at the S. E. Corner of the N. W. 1/4 of the S. E. 1/4 of Sec. Twenty one (21), in Township Sixteen (16) S. R. 38 East E. M. Thence North one hundred sixty (160) rods thence West one hundred sixty (160) rods; thence South one hundred sixty (160) rods, thence East one hundred sixty (160) Rods to place of beginning,

Also right of way for road leading to said land from the north entrance of the Mickelsen Farm.

Also One third 1/3 interest in water right appurtenant thereto or belonging to the Mickelsen Farm.

This deed is given by reason of a joint deed now held by Chas. A. Mickelsen to 480 acres of land, and conveys the one third (1/3) interest as therein mentioned;

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all estates, right, title and interest in and to the said property, as well in law as in equity, of the said parties of the first part.

TO HAVE AND TO HOLD. All and singular the above mentioned and described premises, together with the appurtenances, unto the said parties of the second part, and to their heirs and assigns forever. And the said parties of the first part, and their heirs, the said premises in a quiet and peaceable possession of the said parties of the second part, and their heirs and assigns, against the said parties of the first part, and their heirs and against all and every person and persons whomsoever lawfully claiming or to claim the same shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of

Thomas Preston,

Chas. A. Mickelsen, (SEAL).

Caroline Mickelsen, (SEAL).

(SEAL).

(SEAL).

STATE OF IDAHO, ss.  
County of Franklin,

On this thirteenth day of June, in the year 1922, before me, Thomas Preston, a Notary Public, in and for said county, personally appeared Chas. A. Mickelsen and Caroline Mickelsen,

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

Thomas Preston,

Notary Public Residing at Weston, Idaho.

(SEAL)

Commission Expires

State of Idaho,

County of Franklin-- SS

I hereby certify that this instrument was filed for record at the request of J.J. Lovhaug

Filed for record this 21 day of June, A. D. 1922 at 11:40 o'clock A. M.

John A. Reford

Ex-Officio Recorder.

By

Deputy.

REFERENCE: BOOK PAGE OF DEEDS, ORIGINAL ONEIDA COUNTY RECORDS.

## IDAHO MORTGAGE

FEB  
1923Released  
10-12-36Assigned  
6-5-21

THIS MORTGAGE, made by Charles A. Mickelson and Caroline Mickelsen, husband and wife of Franklin County, State of Idaho, mortgagors and Lee Charles Miller of Salt Lake County, State of Utah mortgagee:

WITNESSETH, That the said mortgagors in consideration of Eighteen Hundred and no/100 Dollars, the receipt whereof is hereby acknowledged, do hereby GRANT, BARGAIN, SELL AND CONVEY unto said mortgagee, his heirs and assigns forever, the following described real estate situated in Franklin County, State of Idaho, to-wit:

The East half (2 $\frac{1}{2}$ ) of the Northeast quarter (NE $\frac{1}{4}$ ) and the Northwest quarter (NW $\frac{1}{4}$ ) of the Northeast quarter (NE $\frac{1}{4}$ ) and the Northeast quarter (NE $\frac{1}{4}$ ) of the Northwest quarter (NW $\frac{1}{4}$ ) of Section Twenty-one (21), Township Sixteen (16) South of Range Thirty-eight (38) East of the Boise Meridian and containing one hundred sixty (160) acres of land.

Together with a primary water right for said land consisting of the entire flow of the waters of Black Canyon Creek and appurtenant thereto.

TOGETHER with all the improvements, privileges, and appurtenances thereunto belonging, and all rights of homestead exemption; together with all ditch and water rights of every nature, however evidenced, used on said land or belonging to same or said mortgagors or which may be hereafter acquired or used on said land.

THIS CONVEYANCE is intended as a mortgage to secure the payment of a debt evidenced by one certain promissory note, for Eighteen Hundred Dollars due July 1st, 1933 bearing even date herewith, signed by said Charles A. Mickelson and Caroline Mickelsen bearing interest from January 27th 1923 as therein specified, also certain interest coupon notes executed concurrently therewith, all said notes being payable to the order of said mortgagee in U. S. Gold coin at the office of MILLER & VIELS, in Salt Lake City, Utah.

The said mortgagors hereby covenant and agree with said mortgagee, to warrant the title to said lands and water rights against all persons whomsoever and to defend same; to pay all taxes and assessments upon said premises or this mortgage or the debt secured hereby, laid or assessed in Idaho, also personal taxes, also all dues, rents, or assessments upon ditch or water rights or water stock, and to deliver to said mortgagee, the receipts of the proper officers for the payment thereof, and upon failure so to do the mortgagee here-in may, at his option, pay same; to keep the buildings located upon said premises insured for the insurable value, in some Company to be approved by said mortgagee, delivering all policies and renewal receipts to said mortgagee, with loss, if any payable to said mortgagee or assigns, and failure or refusal so to do shall authorize the mortgagee, at his option, to have the buildings so insured and in case of fire loss the mortgagee may at his option apply the amount paid by the insurance Company on the principal debt or in the event of the improvements on the property; to keep all buildings and improvements in present state of repair, and to suffer no waste; to pay, in case of suit to foreclose, all Court cost, cost of extending abstract, and other expenses, including a reasonable attorney's fee; to pay all expenses, costs, and attorney's fees incurred by said mortgagee, by reason of litigation with other parties, or otherwise, to protect the lien of this mortgage, and in case of foreclosure the receipt of the secretary, treasurer or other officer of any company for water, canal or ditch dues or assessments against mortgagors shall be received in evidence as prima facie proof that such dues or assessments were duly and legally levied and were duly paid by mortgagee; and upon satisfaction of this mortgage, to accept a duly executed release of the same, pay the cost thereof and have it recorded:

Also that the failure to pay when due any sum herein covenanted to be paid, or the failure to comply with any one of the agreements hereof, shall cause the whole debt to become

INDEBTEDNESS, WITHOUT NOTICE; that all money paid by said mortgagee for insurance taxes, or water or ditch ditches, rents or assessments, or any sum paid in protection of the lien of this mortgage, as herein provided, shall bear interest from the date of such payment, at the rate of ten per cent per annum, payable annually, and, together with costs and attorney's fees shall be secured hereby and collectible with said principal note, or on demand, at the mortgagee's option.

If, because of default, any sum secured hereby is given to an attorney for collection, the mortgagors shall pay five per cent of the amount due as attorney's fee and costs, provided same be collected without suit.

If suit is brought on this mortgage the Court may, on proper application, appoint a receiver of the mortgaged premises pending foreclosure and redemption.

This mortgage and the notes secured hereby, shall be governed and construed according to the laws of the State of Idaho, at the date of execution, and it is not the intention of the mortgagee to make any charge hereunder which would constitute usury, and if the aggregate of everything paid hereunder should constitute usury, it is agreed that the excess over the maximum rate shall not be charged or collected.

IN WITNESS WHEREOF, the said mortgagors hereunto subscribe their names this Twenty-seventh day of January in the year of our Lord, One Thousand Nine Hundred and Twenty-three.

Charles A. Mickelsen

Caroline Mickelsen

STATE OF IDAHO,  
County of Franklin--SS.

On this 6th, day of February in the year 1923, before me, J.N. Larsen, a Notary Public in and for said County and State, personally appeared Charles A. Mickelsen and Caroline Mickelsen, husband and wife known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that 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. My commission expires April 30th. 1923.

J.N. Larsen  
Notary Public.

Residing at Preston, Idaho.

(Seal)

STATE OF IDAHO,  
County of Franklin, --SS.

I hereby certify that this mortgage was filed for record at the request of J.N. Larsen Co. at 3.25 P.M. this 7th. day of February A.D. 1923.

(Fees \$2.00)

*John A. R. Fred*  
Ex-Officio Recorder

Compared  
\*\*\*\*\*

INSTRUMENT NO. 19394

THIS INSTRUMENT, Made the 24th day of January in the year of our Lord one thousand nine hundred and twenty-three between D.W. Butters and wife Maud S. Butters of Dayton County of Franklin State of Idaho parties of the first part, and The First National Bank, a corporation chartered and existing under the National Bank Act of the U. S. of Logan County of Cache State of Utah the party of the second part,

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Eighty eight hundred eighty and 38/100 -Dollars of the United States, do by these presents GRANT, BARGAIN, SELL AND CONVEY, unto the said party of the second part, and to their successors and assigns, FOREVER, all that certain real property situate in the County of Franklin and State of Idaho, and bounded and particularly described as follows, to wit:

Commencing at a point twenty-one and four tenths (21.4) rods west of the southeast corner of Section Fifteen (15), Township fifteen (15) south, Range thirty-eight (38) east of