

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED

JUN 20 2014

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.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
1-10594	Yes ☒		Yes ☐		Yes ☐
1-10594 1-10636	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: LARK SHRADER/JIM SHRADER (1-10594)
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Clete MARLOW
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or

342 S 1000 W BLACKFOOT ID 83221
Mailing address City State ZIP

208-390-9636/208-243-0713 marlowfam@hotma.1.com
Telephone Email

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

5. Date you acquired the water rights and/or claims listed above: 6-2000

6. If the water right described herein has been rented from the Water Supply Bank, rental proceeds will be disbursed in the following manner regardless of any arrangements between the buyer(s) and seller(s) to the contrary:

- Rental payments will go to the lessor(s) of record at the beginning of the rental season.
- If a change in ownership is processed by the Department during a rental season, rental payment will be made to the person or entity who is the lessor of record at the beginning of that rental season.
- New lessor(s) of record will receive payment after the following rental season.

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):
 - o \$25 per *undivided* water right.
 - o \$100 per *split* water right.
 - o No fee is required for pending adjudication claims.

8. Signature: Clete Marlow owner 6-15-14
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 7/31/14 Receipt No. E040111 Receipt Amt. \$106.-
Approved by JB Processed by JB Date 7/28/2015

SUPPORT DATA

IN FILE # 1-10594

Warranty Deed

475889

For Value Received LARRY J. HANSEN and BARBARA A. HANSEN, husband and wife

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto
CLETE F. MARLOW and JOANNA M. MARLOW, husband and wife
whose address is: 721 W. 100 N., BLACKFOOT, ID, 83221

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

LEGAL DESCRIPTION

TOGETHER WITH all and 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 Grantor will warrant and
defend the same from all claims whatsoever.

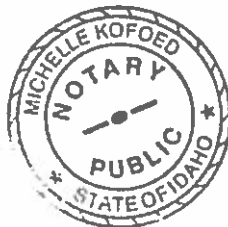
Dated: MARCH 17, 1999


LARRY J. HANSEN


BARBARA A. HANSEN

STATE OF IDAHO)
COUNTY OF BINGHAM) ss.

On this 17TH day of MARCH, 1999, before me the undersigned, a Notary
Public in and for the said county and state, personally appeared LARRY J.
HANSEN AND BARBARA A. HANSEN, known or proved to me to be the persons who
executed the foregoing instrument, and acknowledged to me that they
executed the same.




Notary Public for Idaho
Residing at: BLACKFOOT IDAHO
My Commission Expires: 4-11-2000

RECORDED AT THE REQUEST OF
FIRST AMERICAN TITLE COMPANY
99 MAR 17 PM 4:25
FEE \$20.00
BLACKFOOT, IDAHO
BINGHAM COUNTY RECORDS

LEGAL DESCRIPTION ATTACHED AS EXHIBIT A

Parts of Lots 6 and 10 of Section 20, Township 3 South, Range 34, Bingham County, Idaho, described as: Beginning at a point that is S. 89°35'00" E. 1443.02 feet along the section line and S. 20°17'00" W. 2022.21 feet from the NW corner of said Section 20 and running thence S. 69°43'24" E. 563.53 feet to a dike along the bank of the Snake River; thence along said dike the following three (3) courses (1) S. 10°33'55" W. 26.84 feet; (2) thence S. 02°56'19" W. 197.70 feet; (3) thence S. 06°25'06" E. 28.44 feet; thence N. 89°35'00" W. 777.00 feet to the easterly bank of a slough; thence along said slough the following three (3) courses (1) N. 05°15'28" W. 107.95 feet; (2) thence N. 18°01'53" E. 281.87 feet; (3) thence N. 47°51'47" E. 141.58 feet; thence S. 69°43'25" E. 83.05 feet to the point of beginning.

TOGETHER WITH the following 50 foot access easement, described as:

Centerline of a 50 foot access easement, 25 feet each side of the following described line: Part of Lot 6 and 10 of Section 20, Township 3 South, Range 34 E.B.M., Bingham County, Idaho, described as:

Beginning at a point that is S. 89°35'00" E. 2534.34 feet along the section line from the NW corner of said Section 20 and running thence along said centerline the following courses S. 13°58'19" W. 44.85 feet to a point of curve; thence southeasterly 89.45 feet along a curve to the left Curve Data: Delta=63°46'39", Radius=80.36 feet; Chord Bearing S. 17°55'01" E. 84.90 feet; thence S. 49°48'20" E. 39.09 feet to a point of curve; thence southeasterly 37.22 feet along a curve to the right Curve Data: Delta=51°58'43", Radius=41.03 feet, Chord Bearing S. 23°48'59" E. 35.96 feet; thence S. 02°10'23" W. 534.67 feet to point of curve; thence southwesterly 159.59 feet along said curve, Curve Data: Delta=66°03'35", Radius=138.42 feet, Chord bearing S. 35°12'30" W. 150.90 feet; thence S. 68°14'18" W. 351.79 feet; thence S. 67°03'30" W. 209.61 feet; thence S. 52°14'15" W. 153.47 feet; thence S. 57°43'16" W. 115.10 feet; thence S. 50°40'31" W. 206.84 feet; thence S. 44°53'34" W. 127.41 feet; thence S. 33°31'53" W. 101.94 feet; thence S. 26°17'55" W. 131.22 feet; thence S. 16°45'02" W. 145.36 feet; thence S. 13°03'11" W. 44.48 feet; thence S. 13°31'13" W. 208.14 feet; thence S. 10°33'55" W. 95.74 feet; thence S. 02°56'19" W. 197.7 feet; thence S. 06°25'06" E. 175.39 feet; thence S. 12°18'29" E. 120.49 feet; thence S. 22°42'36" E. 28.24 feet to the end of easement.

475889

Instrument # 655941

BINGHAM COUNTY

1-24-2014 09:53:15 No. of Pages: 1

Recorded for : CLETE MARLOW

SARA J. STAUB

Ex-Officio Recorder Deputy

Fee: 10.00

QUITCLAIM DEED

FOR VALUE RECEIVED, GRANTOR, Clete Marlow a married man whose address is 342 S 1000 W, Blackfoot ID 83221 hereby convey, release, remise and forever quitclaim unto GRANTEE, Cameron Marlow whose address is 433 E 200 N, Blackfoot ID 83221 the following described real property, to-wit:

Part of the NE1/4NW1/4, Section 26, Township 2 South, Range 36 East, Boise Meridian, Bingham County, Idaho, described as:

Beginning at a point on the South line of a County Road that is West along the North line of said Section 26, 63 8 feet and

South 00°19'41" East 25.00 feet from the NW1/4 corner of said Section 26, and running thence

South 00°19'41" East 595.00 feet; thence North 47°22'37" West 401.67 feet; thence

North 00° 19'41" West 323.00 feet to the said South line of a County Road; thence East along said South

line 294 feet to the Point of Beginning.

RP0437002

together with the appurtenances thereto.

DATED this 24 day of January, 2014

Clete Marlow, Grantor

STATE OF IDAHO

} ss.

COUNTY OF Bingham

On this 24 day of January, 2014, before me the undersigned, a Notary Public in and for said State, personally appeared Clete Marlow, known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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



Avery St. John

Notary Public for Idaho

Residing at: Blackfoot, ID

My Commission Expires: 03/25/16

655941

RECEIVED

JUL 31 2014

Department of Water Resources
Eastern Region

WHEN RECORDED, MAIL TO:
Idaho Central Credit Union
PO Box 2469
Pocatello, IDAHO 83206

This instrument was prepared by:
Idaho Central Credit Union
4400 Central Way
Chubbuck, IDAHO 83202
208-478-3300

(Space Above This Line For Recording Data)

DEED OF TRUST

(Line of Credit)

DEFINITIONS

- (A) "Security Instrument" means this document, which is dated December 4, 2012, together with all riders to this document.
- (B) "Borrower" is Clete F Marlow and Joanna M Marlow, husband and wife. Borrower is the trustor under this Security Instrument.
- (C) "Lender" is Idaho Central Credit Union, organized and existing under the laws of the State of Idaho. Lender's address is 4400 Central Way, Chubbuck, IDAHO 83202. Lender is the beneficiary under this Security Instrument.
- (D) "Trustee" is Alliance Title & Escrow.
- (E) "Secured Indebtedness" means:
- (1) The debt, interest, finance charges, and other fees and charges incurred under the terms of the Home Equity Line of Credit Agreement and Disclosure Statement ("HELOC") dated December 4, 2012; the HELOC matures on December 25, 2052.
 - (2) Any advance made to Borrower or obligation incurred by Borrower pursuant to any contract or evidence of indebtedness benefitting Lender, regardless of whether such advance has been made or such obligation has been incurred in whole or in part as of the date of this Security Instrument.
 - (3) Any sum paid and expense incurred by Lender under the terms of this Security Instrument.
- (F) "Credit Limit" means the maximum aggregate amount of principal that may be secured by this Security Instrument at any one time. The Credit Limit is \$50,000.00. Except to the extent prohibited by Applicable Law, the Credit Limit does not apply to interest, finance charges, and other fees and charges validly incurred by Borrower under this Security Instrument. The Credit Limit also does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.
- (G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

IDAHO HELOC Deed of Trust

(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]:

- | | |
|--|---|
| ☐ Condominium Rider | ☐ Planned Unit Development Rider |
| ☐ 1-4 Family Rider | ☐ Other(s) [Specify] |

(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 applicable final, non-appealable judicial opinions.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Secured Indebtedness, and all renewals, extensions, and modifications of the Secured Indebtedness; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the HELOC. 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 Bingham:

Parcel I:

Parts of Lots 6 and 10 of Section 20, Township 3 South, Range 34 East, Boise Meridian, Bingham County, Idaho, described as:

Beginning at a Point that is South 89°35'00" East 1443.02 feet along the section line and South 20°17'00" West 2022.21 feet from the North ¼ corner of said Section 20 and running thence South 69°43'24" East 563.53 feet to a dike along the bank of the Snake River; thence along said dike the following three (3) courses (1) South 10°33'55" West 26.84 feet; (2) thence South 02°56'19" West 197.70 feet; (3) thence South 06°25'06" East 28.44 feet; thence North 89°35'00" West 777.00 feet to the Easterly bank of a slough; thence along said slough the following three (3) courses (1) North 05°15'28" West 107.95 feet; (2) thence North 18°01'53" East 281.87 feet; (3) thence North 47°51'47" East 141.58 feet; thence South 69°43'25" East 83.05 feet to the Point of Beginning.

Parcel II:

Together with the following 50 foot access easement described as:

Centerline of a 50 foot access easement, 25 feet each side of the following described line:
Part of Lot 6 and 10 of Section 20, township 3 South, Range 34 East, Boise Meridian, Bingham County, Idaho, described as:

Beginning at a Point that is South 89°35'00" East 2534.34 feet along the section line from the North ¼ corner of said Section 20 and running thence along said centerline the following courses South 13°58'19" West 44.85 feet to a point of curve; thence Southeasterly 89.45 feet along a curve to the left Curve Data: Delta=63°46'39", Radius=80.36 feet; Chord Bearing South 17°55'01" East 84.90 feet; thence South 49°48'20" East 39.09 feet to a point of curve; thence Southeasterly 37.22 feet along a curve to the right Curve Data: Delta=51°58'43", Radius=41.03 feet, Chord Bearing South 23°48'59" East 35.96 feet; thence South 02°10'23" West 534.67 feet to point of curve; thence Southwesterly 159.59 feet along said curve, Curve Data: Delta=66°03'35", Radius=138.42 feet, Chord bearing South 35°12'30" West 150.90 feet; thence South 68°14'18" West 351.79 feet; thence South 67°03'30" West 209.61 feet; thence South 52°14'15" West 153.47 feet; thence South 57°43'16" West 115.10 feet; thence South 50°40'31" West 206.84 feet; thence South 44°53'34" West 127.41 feet; thence South 33°31'53" West 101.94 feet; thence South 26°17'55" West 131.22 feet; thence South 16°45'02" West 145.36 feet; thence South 13°03'11" West 44.48 feet; thence South 13°31'13" West 208.14 feet; thence South 10°33'55" West 95.74 feet; thence South 02°56'19" West 197.7 feet; thence South 06°25'06" East 175.39 feet; thence South 12°18'29" East 120.49 feet; thence South 22°42'36" East 28.24 feet to the end of easement.

Parcel ID Number: RP0260708

which currently has the address of: 342 S 1000 W
Blackfoot, IDAHO 83221, ("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 also shall 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 shall defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

ADVANCES

Any advances made under the HELOC may be made, repaid, and remade from time to time, subject to the limitations of the HELOC. Regardless of whether the Secured Indebtedness is reduced to a zero balance, this Security Instrument shall remain in effect until released or reconveyed.

Any advances made in excess of the Credit Limit shall not be secured by this Security Instrument unless (i) Lender agrees to increase the Credit Limit and complies with any subsequent disclosure, rescission, and other requirements under Applicable Law and (ii) Borrower agrees to execute any documents Lender requires to evidence and secure the increase in the Credit Limit. Lender shall not be obligated in any way under this Security Instrument to increase the Credit Limit or to make additional or future loans or advances in any amount.

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 Secured Indebtedness; Performance of Obligations. Borrower shall pay when due the Secured Indebtedness and shall perform all of Borrower's obligations under the HELOC and this Security Instrument.

2. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property that can attain priority over this Security Instrument, including leasehold payments or ground rents on the Property, and the dues, fees, and assessments of a condominium association, homeowners association, or similar organization.

Borrower shall make all payments and comply with all covenants as required by any mortgage, deed of trust, security agreement, or other lien document evidencing a lien that is prior to this Security Instrument. Borrower shall not modify, extend, or increase the amount secured by such prior lien document without Lender's written consent.

Upon demand Borrower shall furnish to Lender satisfactory evidence of payment of such taxes, assessments, charges, fines, impositions, and prior liens.

Borrower shall promptly discharge any lien not approved by Lender that 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 that 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 that 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 2.

3. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against fire, hazards included within the term "extended coverage," flood, and any other hazards including without limitation earthquakes, 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 may change during the term of the HELOC. Borrower may obtain such insurance from the insurance carrier of Borrower's choice, subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. 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 3 shall be Secured Indebtedness and shall be payable according to the terms of the HELOC.

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 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. 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. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the Secured Indebtedness with the excess paid to Borrower.

4. Preservation, Maintenance, and Protection of the Property; Occupancy and Use of the Property; and Inspection. Borrower shall not destroy, damage, or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value. 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 shall not be relieved of Borrower's obligation for the completion of such repair or restoration.

Borrower shall not materially change the present occupancy and use of the Property without Lender's written consent. Borrower shall not use the Property in an illegal manner or for any illegal use such as would subject the Property to seizure.

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.

5. 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, 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. Lender's actions may include, but are not limited to: (a) paying any sums secured by a lien that 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. 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.

Any amounts disbursed by Lender under this Section 5 shall be Secured Indebtedness and shall be payable according to the terms of the HELOC.

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. If the Property is located in a condominium project or a planned unit development, Borrower shall perform all of Borrower's obligations under the covenants, by-laws, or regulations of the condominium project or planned unit development.

6. Condemnation. Borrower shall give Lender prompt notice of any condemnation or eminent domain proceeding or action pending or threatened against the Property and authorizes Lender to intervene in Borrower's name in any such proceeding or action. Borrower assigns to Lender any money awarded to Borrower pursuant to such proceeding or action, and such money shall be applied to the Secured Indebtedness with the excess paid to Borrower.

7. Loan Charges. If the HELOC is subject to a law that 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 HELOC 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 that exceeded permitted limits shall be refunded to Borrower. Lender may choose to make this refund by

reducing the principal owed under the HELOC or by making a direct payment to Borrower. If a refund reduces principal, the reduction shall be treated as a partial prepayment without any prepayment charge.

8. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower 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. The notice address shall be the Property Address unless Borrower has designated a substitute notice address. Borrower shall promptly notify Lender of Borrower's change of address. 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. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender.

9. 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. In the event that any provision or clause of this Security Instrument or the HELOC conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the HELOC that can be given effect without the conflicting provision.

10. 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 HELOC (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 may agree to extend, modify, forbear, or make any accommodations with regard to the terms of this Security Instrument or the HELOC without the co-signer's consent.

Subject to the provisions of Section 11, any successor to the interests 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 and benefit the successors and assigns of Lender.

11. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 11, "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 without Lender's prior written consent, Lender may require immediate payment in full of the Secured Indebtedness.

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 within which Borrower must pay the Secured Indebtedness in full. If Borrower fails to pay the Secured Indebtedness in full prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

12. Hazardous Substances. As used in this Section 12: (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, or allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) that creates an Environmental Condition, or (c) that, 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.

Borrower promptly shall 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 that 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.

13. Escrow for Taxes and Insurance. Unless otherwise provided in a separate agreement, Borrower shall not be required to pay in escrow to Lender funds for taxes, insurance, and other assessments.

14. Default. Borrower shall be in default under the HELOC and this Security Instrument if without limitation any of the following occur: (a) Borrower engaged or engages in fraud or material misrepresentation in connection with any aspect of the HELOC or this Security Instrument; (b) Borrower does not meet repayment terms under the HELOC; (c) Borrower's action or inaction adversely affects the collateral for the HELOC or Lender's rights in the collateral including without limitation: (i) Borrower's failure to maintain the insurance required under Section 3 of this Security Instrument; (ii) Borrower's transfer of the Property as provided in Section 11 of this Security Instrument; (iii) Borrower's failure to maintain the Property or use of the Property in a destructive manner; (iv) Borrower's commission of waste of the Property; (v) Borrower's failure to pay taxes due on the Property or Borrower's failure to act such that a lien superior to Lender's lien is filed against the Property; (vi) the death of all Borrowers; (vii) the Property is taken by condemnation or eminent domain; (viii) a judgment is filed against Borrower that subjects the Property to action that adversely affects Lender's interest in the Property; (ix) the creation of a lien on the Property without Lender's permission; or (x) a superior lien holder forecloses on the Property such that Lender's interest in the Property is adversely affected.

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

15. Acceleration. Except as may be prohibited by Applicable Law, and subject to any advance notice and cure period if required by Applicable Law, if any event or condition described in Section 14 occurs, the Trustee may foreclose upon this Deed of Trust or sell the Premises at a public sale. This means that Lender or the Trustee may arrange for the Premises to be sold, as provided by Applicable Law, in order to pay off what Borrower owes on the HELOC and under this Deed of Trust. If the money Lender receives from the sale is not enough to pay off what Borrower owes Lender, Borrower will still owe Lender the difference, which Lender may seek to collect from Borrower in accordance with Applicable Law. In addition, Lender or the Trustee may, in accordance with Applicable Law, (i) enter on and take possession of the Premises; (ii) collect the rental payments, including over-due rental payments, directly from tenants; (iii) manage the Premises; and (iv) sign, cancel and change leases. Borrower agrees that the interest rate set forth in the HELOC will continue before and after a default, and before entry of a judgment and foreclosure or public sale. In addition, Lender shall be entitled to collect all reasonable fees and costs actually incurred by Lender in proceeding to foreclosure or to public sale, including, but not limited to, trustee's fees, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.

If Borrower is in default, Lender may elect not to accelerate the Secured Indebtedness but instead may refuse to make additional advances or reduce the Credit Limit. Even if Lender elects not to exercise any remedy under this Security Instrument, Lender does not forfeit or waive Lender's right to do so at a later time or to do so if Borrower is in default again.

16. Release. Upon payment of all sums secured by this Deed of Trust and provided Lender's obligation to make further advances under the Note has terminated, the Trustee shall discharge this Deed of Trust without charge to Borrower, except that Lender shall pay any fees for recording of a satisfaction of this Deed of Trust.

17. 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.

18. No Claim of Credit for Taxes. Borrower shall not make deduction from or claim credit on the principal or interest secured by this Security Instrument by reason of any governmental taxes, assessments, or charges. Borrower shall not claim any deduction from the taxable value of the Property by reason of this Security Instrument.

19. Ownership Duty. Under the Idaho Entity Transaction Act, we will get your consent before effecting or entering into a domestication, conversion, or interest exchange.

20. Waivers. To the extent permitted by Applicable Law, Borrower waives and releases any error or defects in proceedings to enforce this Deed of Trust and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale and homestead exemption.

21. Trustee. Trustee accepts the trusts herein created when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by Applicable Law. Trustee, by its acceptance hereof, agrees to perform and fulfill the trusts herein created, and shall be liable only for its negligence or misconduct. The Trustee waives any statutory fee and agrees to accept reasonable compensation from Grantor for any services rendered by it in accordance with the terms of this Deed of Trust. Upon receipt by Trustee of instructions from Beneficiary at any time or from time to time, Trustee shall (a) give any notice or direction or exercise any right, remedy or power hereunder or in respect of the Premises as shall be specified in such instructions, and (b) approve as satisfactory all matters required by the terms hereof to be satisfactory to Trustee or Beneficiary. Trustee may, but need not, take any of such actions in the absence of such instructions. Trustee may resign at any time upon giving of not less than 30 days' prior notice to the Beneficiary, but will continue to act as trustee until its successor shall have been chosen and qualified. In the event of death, removal, resignation, or refusal or inability to act of Trustee, Beneficiary shall have the irrevocable power, with or without cause, without notice of any kind (except for such notice as may be required by Applicable Law), without specifying any reason, and without applying to any court, to select and appoint a successor trustee by filing a deed or other instrument of appointment for record in each office in which this Deed of Trust is recorded, and upon such recordation the successor trustee shall become vested with the same powers, rights, duties and authority of the Trustee with the same effect as if originally made Trustee hereunder. Such successor shall not be required to give bond for the faithful performance of its duties unless required by Beneficiary.

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. Borrower also acknowledges receipt of a copy of this Security Instrument.

Witnesses:

Angela Palmer -Witness

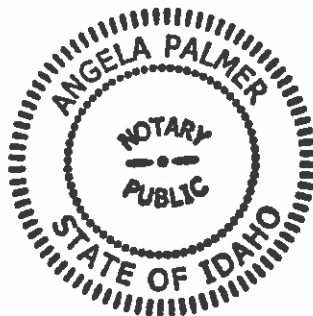
Angela Palmer -Witness

Clete F Marlow (Seal)
-Borrower

Joanna M Marlow (Seal)
-Borrower

STATE OF IDAHO, Bingham County ss:

On this 10th day of December, 2012, before me, Angela Palmer, a Notary Public in and for said county and state, personally appeared Clete F Marlow and Joanna M Marlow, 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.



Angela Palmer
Notary Public, residing at: Bingham

My Commission Expires: 7-16-13