

RECEIVED

JAN 05 2015

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

WATER RESOURCES
WESTERN 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?
63-7070	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: SUSAN GOGGIN

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): JANN JOSEPH SILVERTHORN, KATHERYN ANNE SILVERTHORN

New owner(s) as listed on the conveyance document

Name connector ☐ and ☐ or ☒ and/or12 SPERRY LODGE RD.BOISEIDAHO83716-3680

Mailing address

City

State

ZIP

(208) 392-4224applewyld@gmail.com

Telephone

Email

4. If the water rights and/or adjudication claims were split, how did the division occur?

- ☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.

5. Date you acquired the water rights and/or claims listed above: October 15, 2012

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: Jann Joseph Silverthorn

Signature of new owner/claimant

OWNER

Title, if applicable

12/30/2014

Date

Signature: Kathryn Anne Silverthorn

Signature of new owner/claimant

OWNER

Title, if applicable

12/30/2014

Date

For IDWR Office Use Only:

Received by AS Date 01/05/15Receipt No. W042718Receipt Amt. \$25⁰⁰Active in the Water Supply Bank? Yes ☐ No ☒

If yes, forward to the State Office for processing

W-9 received? Yes ☐ No ☒

APPROVED By RS PROCESSOR DATE 3/26/15 By AS

Instrument # 237185
IDAHO CITY, BOISE COUNTY, IDAHO
10-17-2013 12:55:43 PM No. of Pages: 2
Recorded for TITLEONE BOISE
MARY T. PRISCO Fee \$13.00
Ex-Office Recorder Deputy Shirley George
Index to DEEDS
Electronically Recorded by Simplex

RECEIVED

FEB 09 2015

WATER RESOURCES
WESTERN REGION



Instrument # 237170
IDAHO CITY, BOISE COUNTY, IDAHO
10-18-2013 14:31:08 PM No. of Pages: 1
Recorded for TITLEONE BOISE
MARY T. PRISCO Fee \$10.00
Ex-Office Recorder Deputy Shirley George
Index to DEEDS
Electronically Recorded by Simplex

ReRecording to add notary expiration date
Order Number: 1237247

Warranty Deed

For value received,

The James L. Gibson and Dorothy A. Gibson Trust, Co-Trustees of The James L. Gibson and Dorothy A. Gibson Trust
the grantor, does hereby grant, bargain, sell, and convey with

Joan A. Silverthorn and Katherine A. Silverthorn, husband and wife

whose current address is 12 Sperry Lode Road, Boise, ID 83716

to the grantees, the following described premises, in Boise County, Idaho, to wit:

That portion of the East half of the West half of the Southeast Quarter of the Northeast Quarter, lying North of Johnson Creek Road, also, that portion of the West half of the East half of the Southeast Quarter of the Northeast Quarter, lying West and to the inside of Sperry Lode Road and North of Johnson Creek Road, all in Section 33, Township 3 North, Range 1 East, Boise Meridian, Boise County, Idaho.

To have and to hold the said premises, with their appurtenances unto the said Grantees, He, heirs and assigns forever. And the said Grantee does hereby covenant to and with the said Grantee, that Grantee is the owner in fee simple of said premises, that they are free from all encumbrances except those to which the development is expressly made subject and those made, suffered or done by the Grantee, and subject to all existing patent reservations, easements, rights of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantee will warrant and defend the same free of said claims whatsoever. Whenever the context so requires, the singular number includes the plural.

The James L. Gibson and Dorothy A. Gibson Trust

James L. Gibson, Trustee
By *Dorothy A. Gibson, Co-Trustee*
By *Dorothy A. Gibson, Trustee*

State of Idaho, County of Ada, ss.

On this 16th day of October in the year of 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared James L. Gibson and Dorothy A. Gibson known to me to be the trustees of The James L. Gibson and Dorothy A. Gibson Trust, 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 as such Trustee.

Pamela J. Ingelov
Notary Public
My Commission Expires 04/24/2018
(seal)





Order Number: 12212431

Warranty Deed

For value received,

The James L. Gibson and Dorothy A. Gibson Trust

the grantor, does hereby grant, bargain, sell, and convey unto

Jann J. Silverthorn and Katheryn A. Silverthorn, husband and wife

whose current address is

the grantee, the following described premises, in Boise County, Idaho, to wit:

That portion of the East half of the West half of the Southeast Quarter of the Northeast Quarter, lying North of Johnson Creek Road, also, that portion of the West half of the East half of the Southeast Quarter of the Northeast Quarter, lying West and to the inside of Sperry Lode Road and North of Johnson Creek Road, all in Section 20, Township 5 North, Range 4 East, Boise Meridian, Boise County, Idaho.

To have and to hold the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

The James L. Gibson and Dorothy A. Gibson Trust

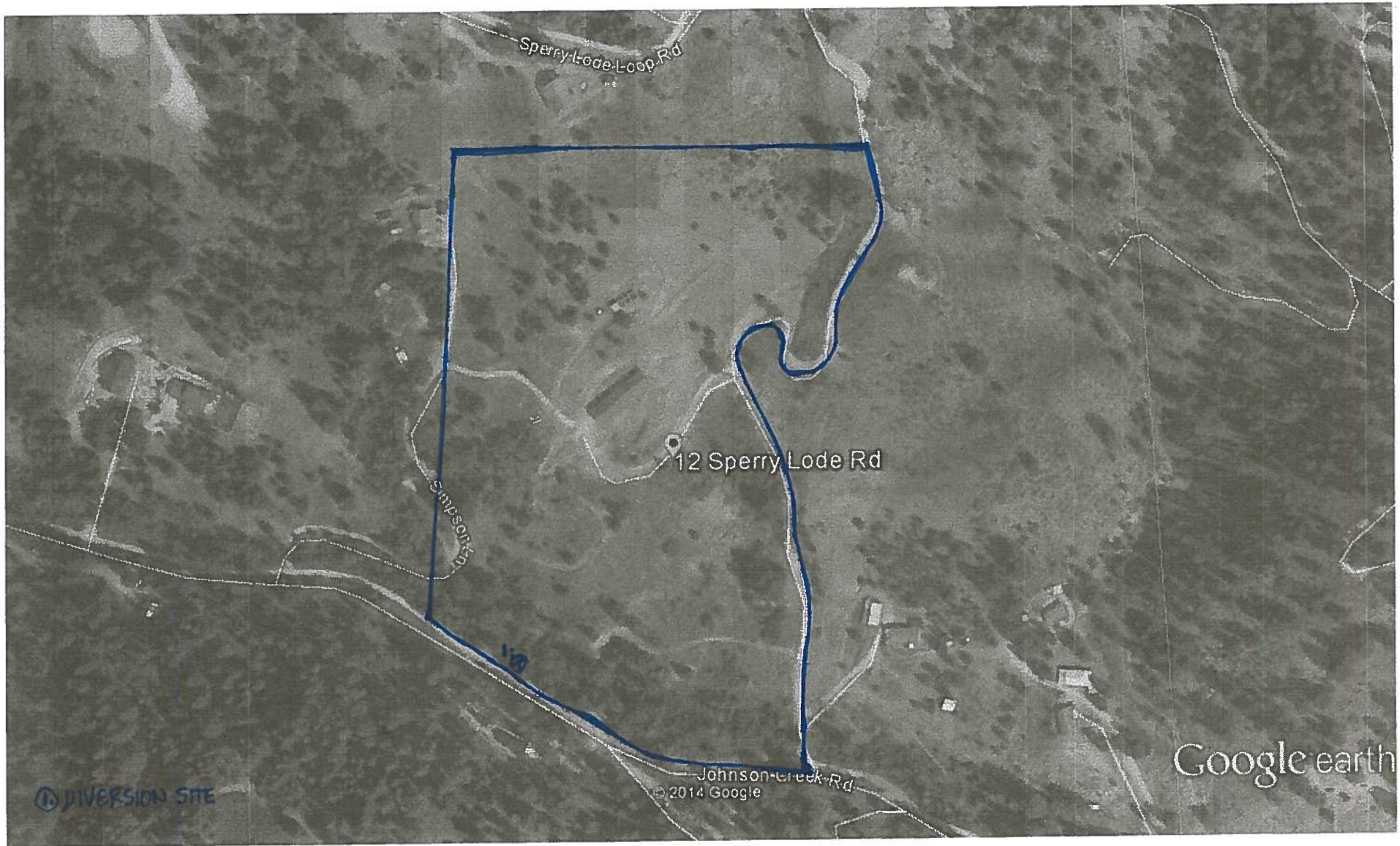
By James L. Gibson, Trustee

By Dorothy A. Gibson, Trustee

State of Idaho, County of _____, ss.

On this _____ day of October in the year of 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared James L. Gibson and Dorothy A. Gibson known to be the trustees of The James L. Gibson and Dorothy A. Gibson Trust, 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 as such trustee.

Notary Public
My Commission Expires: _____
(seal)



Google earth

feet
meters

1000

400



JANN JOSEPH SILVERTHORN AND/OR KATHERYN ANNE SILVERTHORN
12 SPERRY LODGE ROAD
BOISE, IDAHO 83716-3080 PARCEL # RPO15000001710
(208) 392-4224
applewyld@gmail.com
Water Right # 63-7070

Open Tools

Print Map

[Print Page](#) [Print Page](#)

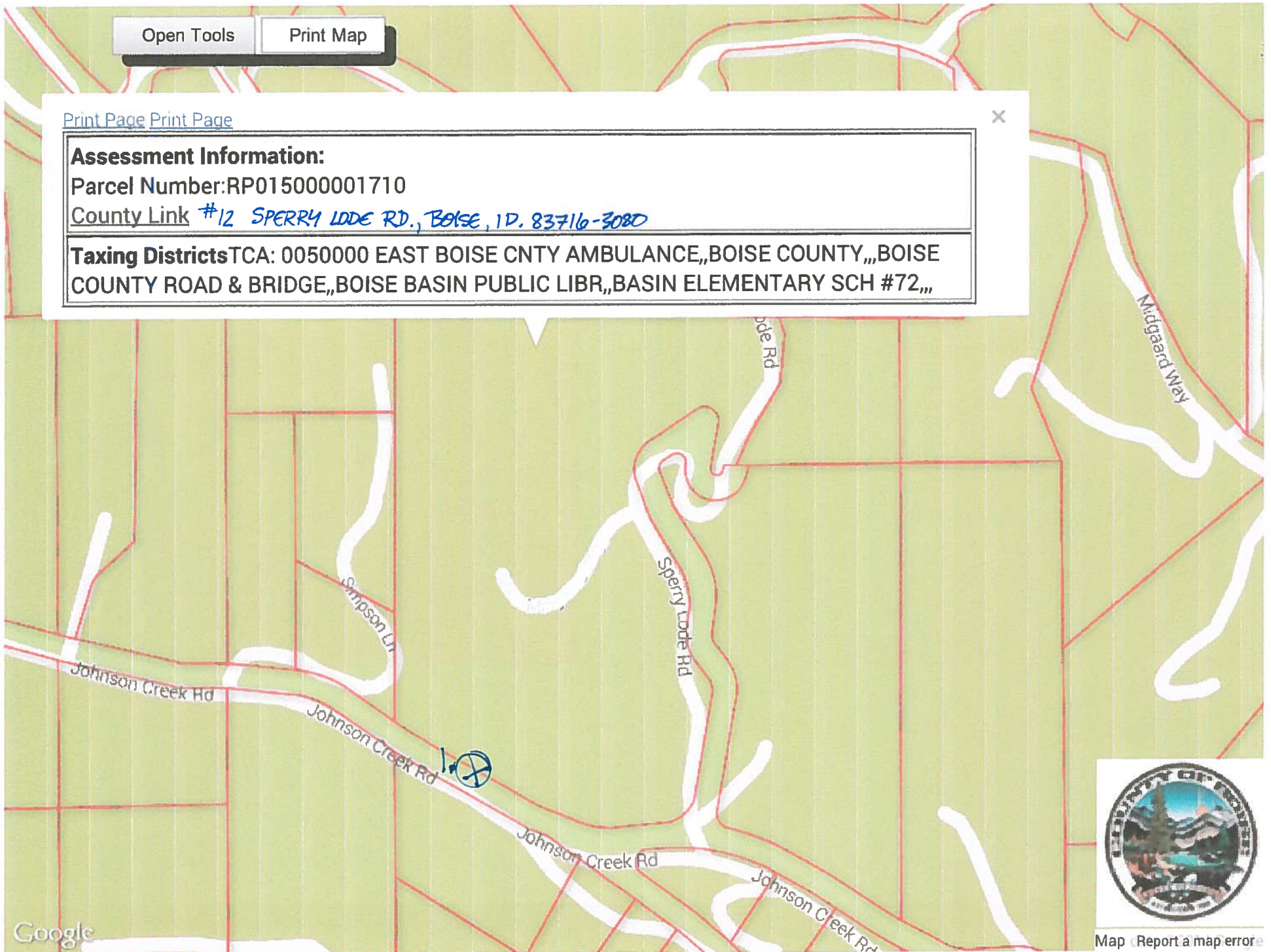


Assessment Information:

Parcel Number: RP015000001710

County Link #12 SPERRY LODGE RD., BOISE, ID. 83716-3080

Taxing Districts TCA: 0050000 EAST BOISE CNTY AMBULANCE,, BOISE COUNTY,,, BOISE COUNTY ROAD & BRIDGE,, BOISE BASIN PUBLIC LIBR,, BASIN ELEMENTARY SCH #72,,



Google



Map [Report a map error](#)

1, = DIVERSION SITE

After recording please return to:
GUILD MORTGAGE COMPANY - ATTN: DMD
[Name]

[Attention]
5898 COPLEY DRIVE
[Street Address]
SAN DIEGO, CA 92111
[City, State Zip Code]

[Space Above This Line For Recording Data]

FHA Case No.
1213087794703

Loan No.: 884-1002001

MIN: 100019988410020013

IDAHO DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on October 12, 2012. The grantor is JANN J. SILVERTHORN AND KATHERYN A. SILVERTHORN, HUSBAND AND WIFE ("Borrower"). The trustee is FIRST AMERICAN TITLE INSURANCE COMPANY OF IDAHO ("Trustee"). The lender is GUILD MORTGAGE COMPANY, A CALIFORNIA CORPORATION which is organized and existing under the laws of CALIFORNIA, and whose address is 5898 COPLEY DRIVE, SAN DIEGO, CA 92111 ("Lender"). The beneficiary under this Security Instrument is Mortgage Electronic Registration Systems, Inc. ("MERS"). MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS. Borrower owes Lender the principal sum of One Hundred Twenty Seven Thousand Two Hundred Eighty Nine and 00/100ths Dollars (U.S. \$127,289.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on November 1, 2042. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under Paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in BOISE County, Idaho:

THAT PORTION OF THE EAST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, LYING NORTH OF JOHNSON CREEK ROAD, ALSO, THAT PORTION OF THE WEST HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, LYING WEST AND TO THE INSIDE OF SPERRY LODGE ROAD AND NORTH OF THE JOHNSON CREEK ROAD, ALL IN SECTION 20, TOWNSHIP 5 NORTH, RANGE 4 EAST, BOISE MERIDIAN, BOISE COUNTY, IDAHO.

which currently has the address of 12 SPERRY LODGE ROAD

BOISE [City] [Street] , Idaho 83716 ("Property Address"):
[Zip Code]

Idaho FHA Security Instrument
MERS Modified
The Compliance Source, Inc.
www.compliancesource.com

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Closing
54301ID 02/02 Rev. 07/08
©2002, The Compliance Source, Inc.



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 understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument; but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

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

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

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

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. Monthly Payment of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under Paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. § 2601 *et seq.* and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under Paragraphs 1 and 2 shall be applied by Lender as follows:



First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order of Paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in Paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear expected. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in Paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall



not extend or postpone the due date of the monthly payments, which are referred to in Paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by Paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender shall be immediately due and payable.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) Default. Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

(i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or

(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) Sale Without Credit Approval. Lender shall, if permitted by applicable law (including section 341(d) of the Garn-St Germain Depository Institutions Act of 1982, 12 U.S.C. § 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all the sums secured by this Security Instrument if:

(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and

(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property, but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) Mortgage Not Insured. Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 90 days from the date hereof, Lender



may, at its option require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 90 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower'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 term of this Security Instrument or the Note without that Borrower's consent.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this Paragraph.

14. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

16. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. 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 shall promptly give Lender written notice of 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. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this Paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances 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. As used in this Paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

17. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

18. Foreclosure Procedure. If Lender requires immediate payment in full under Paragraph 9, Lender may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of



the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. § 3751 *et seq.*) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

19. **Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the persons or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under applicable law. Trustee may charge a reasonable fee for its reconveyance services and may refuse to reconvey this Security Instrument until such fee and the Trustee's recording costs are paid in full.

20. **Substitute Trustee.** Lender may, for any reason or cause, from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder in the manner prescribed by applicable law. Without conveyance of the Property and upon recording of the appointment in the official records of the county in which this Security Instrument is recorded, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

21. **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.

22. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were in a part of this Security Instrument. [Check applicable box(es)]

- | | |
|--|--|
| ☐ Condominium Rider | ☐ Graduated Payment Rider |
| ☐ Planned Unit Development Rider | ☐ Growing Equity Rider |
| ☒ Other [specify] Manufactured Housing: Unit Rider to the Security Instrument (Unit to Become | |

Affixed)

The following signature(s) and acknowledgment(s) are incorporated into and made a part of this Idaho Deed of Trust dated October 12, 2012 between JANN J. SILVERTHORN AND KATHERYN A. SILVERTHORN, HUSBAND AND WIFE, GUILD MORTGAGE COMPANY, A CALIFORNIA CORPORATION and FIRST AMERICAN TITLE INSURANCE COMPANY OF IDAHO.



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



(Seal)
JANN J. SILVERTHORN
-Borrower
[Printed Name]



(Seal)
KATHERYNA SILVERTHORN
-Borrower
[Printed Name]

(Seal)
-Borrower
[Printed Name]

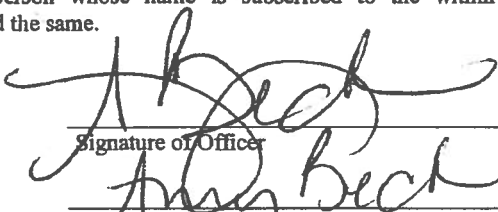
(Seal)
-Borrower
[Printed Name]

ACKNOWLEDGMENT

State of Idaho
County of Canyon

On this 16 day of October, in the year of 2012, before me

personally appeared JANN J. SILVERTHORN, known or identified to me (or proved to me on the
oath of Amy Beck, to be the person whose name is subscribed to the within instrument, and
acknowledged to me that he (or they) executed the same.



Signature of Officer

Amy Beck

Printed Name

Esquire

Title of Officer

(Seal)

My Commission Expires:





5660 E. Franklin Rd., Suite 101
Nampa, ID 83687
Ph. (208) 475-1155
Fx. (208) 475-1156
www.titleonecorp.com

Acknowledgment and Approval of Title Commitment, CCR's, and Plat Map

To: TitleOne Corporation

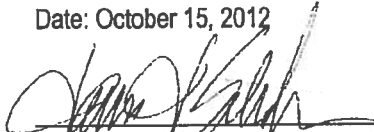
Order Number: 12212431

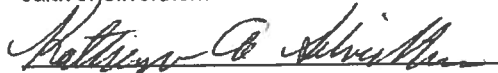
Legal Description: That portion of the East half of the West half of the Southeast Quarter of the Northeast Quarter, lying North of Johnson Creek Road, also, that portion of the West half of the East half of the Southeast Quarter of the Northeast Quarter, lying West and to the inside of Sperry Lode Road and North of Johnson Creek Road, all in Section 20, Township 5 North, Range 4 East, Boise Meridian, Boise County, Idaho.

Property Address: 12 Sperry Lode Road, Boise, ID 83716

The undersigned buyer herein acknowledges receipt of the title commitment, CCR's, and plat map to the real property referenced above. The undersigned further acknowledge they have read and approved said title commitment, CCR's, and plat map and hold TitleOne Corporation harmless and without liability for the same.

Date: October 15, 2012



Jann J. Silverthorn

Kathryn A. Silverthorn



5660 E. Franklin Rd., Suite 101
Nampa, ID 83687
Ph. (208) 475-1155
Fx. (208) 475-1156
www.titleonecorp.com

Homeowner's Exemption Disclaimer

Escrow No.: 12212431

Property Address: 12 Sperry Lode Road, Boise, ID 83716

The undersigned, hereby acknowledges and accepts that as an accommodation in closing the above referenced transaction, TitleOne Corporation has provided a Homeowner's Exemption form (if one is available in your County).

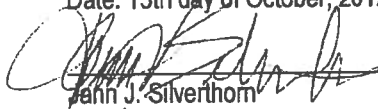
The undersigned understands that this transfer may affect the Homeowner's Exemption on your property taxes and the Assessor in your county may require a re-application for the exemption.

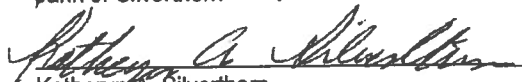
The undersigned understands and accepts that it is their sole responsibility to fill out, deliver and/or file said exemption form with the appropriate agency or department.

TitleOne Corporation is hereby held harmless for any loss, or claim for loss, resulting from any application for the Homeowners Exemption which is incomplete, filed with the wrong agency or department, or not filed within the proper deadline.

_____/_____
(Initials) The above referenced real property will be non-owner occupied.

Date: 15th day of October, 2012


John J. Silverthorn


Kathryn A. Silverthorn



State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region • 2735 Airport Way • Boise, Idaho 83705-5082

Phone: (208) 334-2190 • Fax: (208) 334-2348 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

March 26, 2015

JANN JOSEPH & KATHERYN ANNE SILVERTHORN
12 SPERRY LODGE RD
BOISE ID 83716

RE: Notice of Ownership Change in Water Right No. 63-7070

Dear Applicants,

The Department acknowledges the receipt of correspondence changing ownership of the above referenced water right to you. The Department has modified its records to reflect the change in ownership and has enclosed a computer-generated report for your records.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing an ownership change notice, the department does not review the history of water use to determine if the right has been forfeited through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Sections 42-222 and 42-223, Idaho Code.

Please note that as of July 1, 1996, water right owners are required to report any change of water right ownership and any change of mailing address of the owner of a water right, to the Department. Notice of the change must be provided to the Department within 120 days of the change. Change reporting forms are available from any office of the Department, or at www.idwr.idaho.gov.

If you have any questions concerning the enclosed information, please feel free to contact this office at 208-334-2190.

Sincerely,

Chad Jones
Office Specialist II
Western Regional Office
208-334-2190

Enclosures