

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

FEB 26 2015

Department of Water Resources
Eastern Region

Notice of Change in Water Right Ownership

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, [see #6](#) of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
35-8727 <i>OK</i>	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Leo Fehringer, 1981 S 2800 W, Aberdeen, ID 83210
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Sebastian & Maria Gonzalez
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- PO Box 748 Aberdeen ID 83210-0748
Mailing address City State ZIP
- (208)705-2712 _____
Telephone Email
4. If the water rights and/or adjudication claims were split, how did the division occur?
☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: _____
6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed [IRS Form W-9](#) for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed [Lessor Designation](#) form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).
7. This form must be signed and submitted with the following **REQUIRED** items:
☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
☒ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
☒ Filing fee (see instructions for further explanation):
☒ \$25 per *undivided* water right.
☐ \$100 per *split* water right.
☐ No fee is required for pending adjudication claims.
☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature Sebastian Gonzalez Title, if applicable _____ Date 02-26-2015
Signature of new owner/claimant
- Signature Maria J. Gonzalez Title, if applicable _____ Date 02-26-2015
Signature of new owner/claimant

For IDWR Office Use Only:

Received by SE Date 2/25/15 Receipt No. E040681 Receipt Amt. \$25⁰⁰

Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐

Name on W-9 _____ Approved by [Signature] Processed by [Signature] Date 3/11/2015

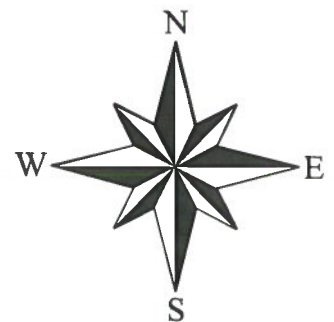
35-8727



Legend

 35-8727 Point of Diversion

 35-8727 Place of Use



0 0.0275 0.055 0.11 Miles

Idaho Department of Water Resources
Map Prepared by Heather Bohac, February 26, 2015

[Close](#)IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

2/26/2015

WATER RIGHT NO. 35-8727

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	LEO FEHRINGER 1981 S 2800 W ABERDEEN, ID 83210 (208)397-4012

Priority Date: 06/03/1989
Basis: License
Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	10/31	0.1 CFS	
Total Diversion			0.1 CFS	

Location of Point(s) of Diversion:

GROUND WATER|SWSW|Sec. 09|Township 06S|Range 31E|BINGHAM County

Licensed Diversion Capacity: 0.4

Place(s) of use:

Place of Use Legal Description: IRRIGATION BINGHAM County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
06S	31E	9		SWSW	5									

Total Acres: 5

Conditions of Approval:

1. 049 The Director retains jurisdiction of the right to incorporate the use into a water district, require streamflow augmentation or other action needed to protect prior surface water and groundwater rights.
2. 048 The use of water under this right shall not give rise to any claim against the holder of a senior water right based upon the theories of forfeiture, abandonment, adverse possession, waiver, equitable estoppel, estoppel by laches or customary preference.
3. 079 This right shall not be used if the surface water right(s) appurtenant to the place of use is sold, transferred, leased or used on any other place of use.
4. 903 The maximum diversion volume is defined as the maximum allowable volume of water that may be diverted annually from the source under this right. The use of water confirmed by this right is limited to the amount that can actually be beneficially used. The maximum diversion volume may be adjusted to more accurately describe the beneficial use or to implement accepted standards of diversion and use efficiency.
5. R60 This right when combined with all other rights shall provide no more than 4.0 afa per acre at the field headgate for irrigation of the lands above.
6. The right holder shall use the full allotment of appurtenant surface water rights in conjunction with groundwater diverted under this right. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor exceed a combined annual diversion volume of 20.0 af at the field headgate for irrigation of the lands above. Stockwater use under this right shall not exceed 0.2 afa.

Dates:

Licensed Date: 04/27/1998

Decreed Date:

Permit Proof Due Date: 5/1/1991

Permit Proof Made Date: 5/13/1991

Permit Approved Date: 4/23/1990

Permit Moratorium Expiration Date:

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date: 05/22/1989

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal:

Owner Name Connector:

Water District Number: 120

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

RECORDING REQUESTED BY
First American Title Company

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

Instrument # 647267

BINGHAM COUNTY, IDAHO
2013-03-13 02:25:18 PM No. of Pages: 4
Recorded for: FIRST AMERICAN TITLE - BLACKFO
SARA J. STAUB Fee: \$19.00
Ex-Officio Recorder Deputy CRobinson
Index To: WARRANTY DEED
Electronically Recorded by Simplifile

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **455320-B (vb)**

Date: **March 07, 2013**

For Value Received, **Leo H Fehringer and Marlene Fehringer, for life, with remainder in Leo H. Fehringer & Marlene Fehringer as Trustee of The Leo H. Fehringer & Marlene Fehringer Family Trust**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Sebastian Gonzalez and Maria F Gonzalez, husband and wife**, hereinafter called the Grantee, whose current address is **PO Box 748, Aberdeen, ID 83210**, the following described premises, situated in Bingham County, Idaho, to-wit:

PARCEL 1:

Part of the Southwest ¼ Southwest ¼ Section 9 Township 6 South Range 31 East B.M.

Bingham County, Idaho described as:

Commencing at the Southwest corner of Section 9; thence N 03°21'03" E 600.61 feet along the section line; thence S 90°00'00" E 50.10 feet to a point on the easterly right of way line of F.A.P. Project 5-1721(6) and the point of beginning. Thence N 90°00'00" E 552.77 feet to a point in the centerline of the Hege Drain; thence along said centerline the following courses S 25°50'30" W 112.46 feet; thence S 25°50'30" W 21.30 feet; thence S 22°00'37" W 140.03 feet; thence S 42°34'19" W 350.46 feet; thence S 17°05'00" W 67.05 feet; thence leaving said centerline N 89°41'20" W 216.00 feet to a concrete highway right of way marker being on the easterly right of way line of F.A.P. Project 5-1721(6) said point being on a curve whose center bears N 86°37'40" W 57245.78 feet; thence along said easterly right of way line northeasterly 572.05 feet along a curve to the left through a central angle of 00°34'21" with a radius of 57245.78 feet and a long chord which bears N 03°05'09" E 572.05 feet to the point of beginning.

RETAINING UNTO GRANTOR a 30' WIDE ACCESS EASEMENT DESCRIBED AS: Part of the Southwest Southwest Section 9 Township 6 South Range 31 East B.M. Bingham County, Idaho described as:

Commencing at the Southwest corner of Section 9; thence N 03°21'03" E 600.61 feet along the section line; thence S 90°00'00" E 50.10 feet to a point on the easterly right of way line of F.A.P. Project S-1721(6) and the point of beginning. Thence N 90°00'00" E 30.00 feet to a point on a non- tangent curve whose center bears N 87°12'01" W 57275.78 feet; thence southwesterly 57.62 feet along said curve; parallel to and 30 feet East of the easterly right of way line of F.A.P. Project 5- 1721(6); Curve Data: Delta = 0°3'28"; Radius = 57275.78 feet; Chord Bearing S 02°49'43" W 57.62 feet; thence N 86°38'57" W to said Right of Way; thence northeasterly 57.34 feet along said Right of Way along a curve whose center bears; N 87°08'34" W 57245.78 feet; Curve Data: Delta = 0°3'27"; Radius = 57245.78 feet; Chord Bearing N 02°49'43" E 57.34 feet to the Point of Beginning

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

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

Date: 03/07/2013

Warranty Deed
- continued

File No.: 455320-B (vb)

Leo H. Fehringer & Marlene Fehringer as
Trustee of The Leo H. Fehringer & Marlene
Fehringer Family Trust

Leo H. Fehringer
Leo H Fehringer, Trustee

Marlene Fehringer
Marlene Fehringer, Trustee

By: Leo H. Fehringer
Leo H Fehringer

By: Marlene Fehringer
Marlene Fehringer

BUYER(S):

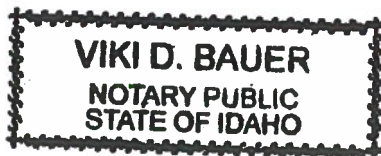
Sebastian Gonzalez
Sebastian Gonzalez

Maria F. Gonzalez
Maria F Gonzalez

STATE OF Idaho)
ss.
COUNTY OF Bingham)

On this 13 day of March, 2013, before me, a Notary Public in and for said State, personally appeared **Leo H Fehringer and Marlene Fehringer**, known or identified to me to be the person(s) whose name(s) are subscribed to the within instrument as Trustees of the **Leo H Fehringer and Marlene Fehringer Family Trust** Trust, and acknowledged to me that they executed the same as such Trustees.

Viki D. Bauer
Notary Public of Idaho
Residing at: Blackfoot, Id
Commission Expires: 3/29/14



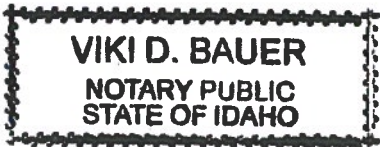
Date: 03/07/2013

Warranty Deed
- continued

File No.: 455320-B (vb)

STATE OF Idaho)
SS.
COUNTY OF Bingham)

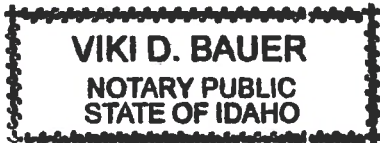
On this 13 day of March, 2013, before me, a Notary Public in and for said State, personally appeared **Leo H Fehringer and Marlene Fehringer**, known or identified to me to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged to me that they executed the same.



Viki D. Bauer
Notary Public of Idaho
Residing at: Blackfoot, ID
Commission Expires: 3/29/14

STATE OF Idaho)
SS.
COUNTY OF Bingham)

On this **12th day of March, 2013**, before me, a Notary Public in and for said State, personally appeared **Sebastian Gonzalez and Maria F Gonzalez**, 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.



Viki D. Bauer
Notary Public for the State of Idaho
Residing at: Blackfoot, ID
My Commission Expires: 3/29/14

RECORDING REQUESTED BY
First American Title Company

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

Instrument # 647268
BINGHAM COUNTY, IDAHO
2013-03-13 02:25:18 PM No. of Pages: 8
Recorded for: FIRST AMERICAN TITLE - BLACKFO
SARA J. STAUB Fee: \$31.00
Ex-Officio Recorder Deputy CRobinson
Index To: DEED OF TRUST
Electronically Recorded by Simplifile

Space Above This Line for Recorder's Use Only

File No. 455320-B (vb)

THIS DEED OF TRUST IS SUBJECT TO A DUE-ON-SALE RIDER DATED March 8, 2013, BETWEEN Sebastian Gonzalez and Maria F Gonzalez husband and wife, AS GRANTOR, First American Title Company, AS TRUSTEE, AND Leo H Fehringer and Marlene Fehringer, AS BENEFICIARY.

DEED OF TRUST INCLUDING DUE - ON - SALE RIDER

THIS DEED OF TRUST, made this **March 12, 2013**, between **Sebastian Gonzalez and Maria F Gonzalez, husband and wife**, herein called GRANTOR(S), whose address is **PO Box 748, Aberdeen, ID 83210**, and **First American Title Company**, herein called TRUSTEE, and **Leo H Fehringer and Marlene Fehringer**, herein called BENEFICIARY, whose address is **1981 South 2800 West, Aberdeen, ID 83210**.

WITNESSETH: That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the County of **Bingham**, State of **Idaho**, described as follows and containing not more than eighty acres in area:

PARCEL 1:
Part of the Southwest ¼ Southwest ¼ Section 9 Township 6 South Range 31 East B.M. Bingham County, Idaho described as:

Commencing at the Southwest corner of Section 9; thence N 03°21'03" E 600.61 feet along the section line; thence S 90°00'00" E 50.10 feet to a point on the easterly right of way line of F.A.P. Project 5-1721(6) and the point of beginning. Thence N 90°00'00" E 552.77 feet to a point in the centerline of the Hege Drain; thence along said centerline the following courses S 25°50'30" W 112.46 feet; thence S 25°50'30" W 21.30 feet; thence S 22°00'37" W 140.03 feet; thence S 42°34'19" W 350.46 feet; thence S 17°05'00" W 67.05 feet; thence leaving said centerline N 89°41'20" W 216.00 feet to a concrete highway right of way marker being on the easterly right of way line of F.A.P. Project 5-1721(6) said point being on a curve whose center bears N 86°37'40" W 57245.78 feet; thence along said easterly right of way line northeasterly 572.05 feet along a curve to the left through a central angle of 00°34'21" with a radius of 57245.78 feet and a long chord which bears N 03°05'09" E 572.05 feet to the point of beginning.

TOGETHER WITH all the tenements, hereditaments and appurtenances now or hereafter thereunto belonging or in anywise appertaining, and the rents, issues, and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits;

For the purpose of securing:

1. Performance of each agreement of Grantor herein contained.
2. Payment of the indebtedness evidenced by a promissory note, of even date herewith, and any extension or renewal thereof, in the principal sum of **Twenty Nine Thousand Eight Hundred Forty Eight Dollars, \$29,848.00** payable to Beneficiary or order and made by Grantor, the final payment of principal and interest thereof, if not sooner paid, to be finally due and payable **September 30, 2014**.
3. To secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either of them while record owner of present interest, for any purpose, and any notes, drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums in the rate therein provided. Provided, however, that the making of such further loan, advances or expenditures shall be optional with the Beneficiary, and provided further, that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such loans, advances or expenditures together with interest thereon.

A. To protect the security of this Deed of Trust, Grantor agrees:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon, and to pay when due all claims for labor performed and materials furnished; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorneys' fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.

4. To pay: at least ten days before delinquency, all taxes and assessments affecting said property, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. In addition to the payments due in accordance with the terms of the note hereby secured the Grantor shall at the option, and on demand of the Beneficiary, pay each month 1/12 of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust for Grantor's use and benefit and for the payment by Beneficiary of any such items when due. Grantor's failure so to pay shall constitute a default under this trust.

5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure at the note rate.

6. Should Grantor fail to make any payment or do to any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, or enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay his reasonable fees.

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

3. At any time or from time to time, without liability and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey all or any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said Note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in any reconveyance executed under this Deed of Trust of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

5. As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Grantor the right, prior to any default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

6. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the recorder of each county wherein said real property or some part thereof is situated.

Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, without demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including the Beneficiary under the Deed of Trust, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payments of: all sums expended under the terms hereof, not then repaid, with accrued interest at the

**THE PROMISSORY NOTE OR NOTES, AND ANY EVIDENCES OF FURTHER AND/OR ADDITIONAL
ADVANCES MUST BE PRESENTED WITH THIS REQUEST**

_____, Idaho _____, 20____

To: _____ Trustee

You are hereby authorized and requested to cancel all evidences of indebtedness secured by said Deed of Trust and to reconvey, without warranty, all the estate now held by you thereunder and deliver same to

The undersigned hereby certifies that _____ is the legal owner and holder of the debt secured by the within Deed of Trust. All sums secured thereby have been fully paid and satisfied.

Address: _____

By: _____

By: _____

Telephone _____

DUE-ON-SALE OR DEED OF TRUST CLAUSE RIDER ATTACHED TO DEED OF TRUST DATED March 12, 2013, BETWEEN Sebastian Gonzalez and Maria F Gonzalez, AS GRANTORS, First American Title, AS TRUSTEE, AND Leo H Fehringer and Marlene Fehringer, as BENEFICIARIES.

DUE-ON-SALE CLAUSE RIDER

THIS RIDER made March 12, 2013, and is incorporated into, and shall be deemed to amend and supplement the Deed of Trust of the same date given by the undersigned Grantor to secure a Note to the Beneficiary of the same date and covering the property described in said Deed of Trust.

IN ADDITION to the covenants and agreements in the Deed of Trust, Grantor and Beneficiary further consent and agree that said Deed of Trust shall contain the following:

- A. If all or any part of the property, or an interest therein, is sold, assigned, leased or transferred by Grantor without Beneficiary's prior written consent, excluding (a) a transfer by devise, descent or by operation of law upon the death of one of the owners, or (b) the grant of any leasehold interest of one year or less not containing an option to purchase, Beneficiary may, at Beneficiary's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. In addition, the Grantors agree to pay to the Beneficiary as a penalty the sum of \$_____. Beneficiary shall have the right to waive such penalty and or option to accelerate if, prior to the sale or transfer.

If Beneficiary exercises such option to accelerate, Beneficiary shall mail Grantor notice of acceleration. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Grantor may pay the sum's declared due. If Grantor fails to pay such sums prior to the expiration of such period, Beneficiary may, without further notice or demand on Grantor, invoke any remedies permitted herein.

Grantors:

Sebastian Gonzalez
Sebastian Gonzalez

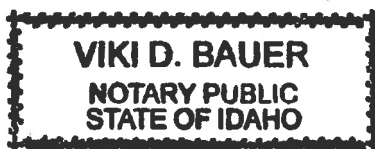
Maria F. Gonzalez
Maria F Gonzalez

STATE OF Idaho)
)
)
COUNTY OF Bingham)

On this 12 day of March, 2013, before me, a Notary Public in and for said State, personally appeared **Sebastian Gonzalez and Maria F Gonzalez**, known or identified to me to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

Viki D. Bauer
Notary Public for the State of Idaho
Residing at: Blackfoot, ID
My Commission Expires: 3/29/14



Accepted & Approved
L.F. M.F.