

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
OCT 22 2014
DEPT OF WATER RESOURCES
SOUTHERN 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?
37-7636B	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: Gigi/Noel Hicks
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Kevin & Jennifer Swigert
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☒ and/or
- P.O. Box 240 Hailey ID 83333
Mailing address City State ZIP
- 208-721-7626 SWGRTWRBNT@AOL.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: 10-2-2014
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):
 o \$25 per *undivided* water right.
 o \$100 per *split* water right.
 o 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: Kevin Swigert Title, if applicable: _____ Date: 10-22-2014
 Signature of new owner/claimant

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

For IDWR Office Use Only:

Received by DM Date 10-22-2014 Receipt No. S034356 Receipt Amt. \$25-
 Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐
 Name on W-9 _____ Approved by _____ Processed by _____ Date _____

CAMAS COUNTY
RECORDED FOR
Deputy Clerk
04:24:26 PM 10-03-2014
2014-086210
No. PAGES: 1 FEE: \$10.00
KORRI BLODGETT
COUNTY CLERK
DEPUTY: BDW

SPECIAL WARRANTY DEED

521007-5
Order No: 247510

FOR VALUE RECEIVED

Nehemiah Community Reinvestment Fund, Inc.

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

Kevin Swigert and Jennifer Swigert, husband and wife

whose current address is

PO Box 240, Hailey, ID 83333

the grantee(s), the following described premises, in Camas County, Idaho, TO WIT:

Township 1 South, Range 15, East of the Boise Meridian, Camas County, Idaho

Section 27: A parcel of land located in the East one-half of the Northwest Quarter, described as follows:

BEGINNING at the Northeast corner of the Northwest Quarter;

THENCE due West 428 feet;

THENCE due South 2,036 feet;

THENCE due East 428 feet;

THENCE due North 2,036 feet to the POINT OF BEGINNING.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that no encumbrances were initiated during the ownership of the undersigned nor is the undersigned aware of any such.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: October 2, 2014

Nehemiah Community Reinvestment Fund, Inc.

By: [Signature]

Name: Donald E. Rose

Title: Chief Financial Officer

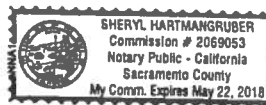
State of California }
} ss.
County of Sacramento }

On October 2, 2014 before me, Sheryl Hartman Gruber, Notary Public, personally appeared Donald E. Rose, Authorized Agent, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)
Residing at: Sacramento, California
My Commission Expires: 05/22/18



AFTER RECORDING MAIL TO

Name Nehemiah Community Reinvestment Fund, Inc

Address 640 Bercut Drive, Ste A

City, State, Zip Sacramento CA 95811

CAMAS COUNTY

RECORDED FOR

Clerk

09:45:14 AM 08-21-2014

2014-086115

No. PAGES: 3

FEE: \$16.00

KORRI BLODGETT

COUNTY CLERK

DEPUTY: KB

501895-5

Escrow Number: R14-00912-PS

Special Warranty Deed

THE GRANTOR(S) Bank of America, N.A. for and in consideration of One dollar (\$1.00), in hand paid, grants, bargains, sells, conveys, and confirms to

Nehemiah Community Reinvestment Fund, Inc.

the following described real estate, situated in the County of Camas, State of Idaho:

Township 1 South, Range 15 East of the Boise Meridian, Camas County, Idaho

Section 27: A parcel of land located in the East one-half of the Northwest quarter, described as follows:

Beginning at the Northeast corner of the Northwest Quarter; THENCE due West 428 feet; THENCE due South 2,036 feet; THENCE due East 428 feet; THENCE due North 2,036 feet to the POINT OF BEGINNING.

SUBJECT TO

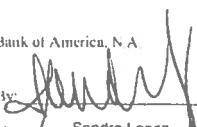
Easements, restrictions, covenants, reservations, conditions and agreements, if any, of record.

Assessor's Property Tax Parcel Account Number(s) RP01S15E272409A

The Grantor(s) for itself and for its successors in interest do by these presents expressly limit the covenants of the deed to those herein expressed, and excludes all covenants arising or to arise by statutory or other implication, and do hereby covenant that against all persons whomsoever lawfully claiming or to claim by, through or under said Grantor(s) and not otherwise, it will forever warrant and defend the said described real estate.

Dated August 14, 2014

Bank of America, N.A.

By: 

Name Sandra Lopez

Title Assistant Vice President

STATE OF _____)
COUNTY OF _____)

SS

I certify that I have satisfactory evidence that _____ appeared before me, and said that He/She signed this instrument and stated He/She is/are authorized to execute the instrument as the _____ of Bank of America, N.A. to be the free and voluntary act of such party(s) for the uses and purposes mentioned in this instrument.

Dated: _____

***See Attached

Notary Public in and for the State of _____

Residing at _____

My appointment expires: _____

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of VENTURA

On August 14, 2014 before me, Christopher Tirona, Notary Public

(Here insert name and title of the officer)

personally appeared Sandra Lopez

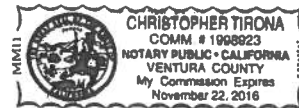
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Christopher Tirona
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Special Warranty Deed

(Title or description of attached document)

621 E 200 S FAIRFIELD, ID 83327

(Title or description of attached document continued)

Number of Pages 2 Document Date 8/14/2014

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

☐ Individual (s)

☒ Corporate Officer

AVP

(Title)

☐ Partner(s)

☐ Attorney-in-Fact

☐ Trustee(s)

☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

After Recording, Return to:
Bank of America, N.A.
400 National Way
Simi Valley, CA 93065

CAMAS COUNTY
RECORDED FOR:
Clerk
01:04:30 PM 04-21-2014
2014-085866
No. PAGES: 11 FEE: \$40.00
KORRI BLODGETT
COUNTY CLERK
DEPUTY: KB

TRUSTEE'S DEED

7021.11344	
Northwest Trustee Services, Inc. P.O. Box 997 Bellevue, WA 98009-0997 Grantor's Name and Address <u>Bank of America, N.A.</u> <u>400 National Way</u> <u>Simi Valley, CA 93065</u> Grantee's Name and Address	Until a change is required all tax statements shall be sent to the following address: <u>Bank of America, N.A.</u> <u>400 National Way</u> <u>Simi Valley, CA 93065</u>

Northwest Trustee Services, Inc. ("Trustee"), as successor trustee under the Trust Deed (identified below), Bargains, Sells and Conveys, without representation or warranty, to Bank of America, N.A. ("Grantee") all of the real property situated in Camas County, Idaho, ("Property") described as follows:

Township 1 South, Range 15, East of the Boise Meridian, Camas County, Idaho

Section 27: A parcel of land located in the East one-half of the Northwest quarter, described as follows:

Beginning at the Northeast corner of the Northwest quarter;
thence due West 428 feet;
thence due South 2,036 feet;
thence due East 428 feet;
thence due North 2,036 feet to the Point of Beginning.

This conveyance is made pursuant to the powers conferred upon the Trustee by the trust deed between Richard A. Potter, a married man as his sole and separate property, as grantor, for the benefit and security of Mortgage Electronic Registration Systems, Inc. solely as nominee for Aegis Wholesale Corporation, its successors and assigns, as beneficiary, recorded on April 2, 2003, as Instrument No. 076010, Mortgage Records of Camas County, Idaho ("Trust Deed") and after the fulfillment of the following conditions specified in the Trust Deed:

(a) The obligations secured by the Trust Deed were in default and the beneficiary of record or its agent made demand upon Trustee to sell the Property pursuant to the terms of the Trust Deed. Notice of default was recorded as Instrument No. 2012-084349, Mortgage Records of Camas County, Idaho ("Notice of Default") and in the office of the Recorder of every other county in which any part of the Property is situated. The nature of default was stated in the Notice of Default. The default still existed at the time of the trustee's sale.

(b) After the Notice of Default was recorded, the Trustee provided a notice of the trustee's sale ("Notice of Sale") giving notice of the time and place of the trustee's sale by i) mailing (registered/certified mail, return receipt requested); ii) personal service and/or posting (upon an adult occupant of the Property and/or by posting in a conspicuous place on the Property, in the manner provided by statute) and iii) by publishing in a newspaper of general circulation in each of the counties in which the Property is situated. Affidavits of mailing, service/posting and publication ("Affidavits") were recorded in each county where the Property is situated at least 20 days prior to the trustee's sale as Instrument No. 2013-084979, Mortgage Records of Camas County, Idaho.

(c) The provisions, recitals and contents of the Notice of Default and Affidavits are incorporated by this reference and made a part of this Trustee's Deed.

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

(e) Not less than 120 days elapsed between the giving of Notice of Sale by registered or certified mail and the date the Trustee's Sale was conducted.

(f) Trustee, on April 11, 2014, at the time and place of sale fixed by the Notice of Sale or by publicly proclaimed postponement, sold the Property in one parcel at public auction to the beneficiary, the highest bidder, for the credit bid sum of \$99,000.00. The beneficiary then designated Grantee to be the grantee under this Trustee's Deed, directing the Trustee to issue the Trustee's Deed to Grantee as grantee. The trustee's sale to Grantee was made subject to all prior liens and encumbrances. No person or corporation offered to take any part of the Property constituting less than the Property's whole for the amount of principal, interest, advances and costs.

IN WITNESS WHEREOF, Trustee, pursuant to a resolution of its Board of Directors (if required by its Bylaws), has caused its corporate name to be hereunto subscribed by its Assistant Vice President, this 17 day of April, 2014.

Northwest Trustee Services, Inc., Trustee

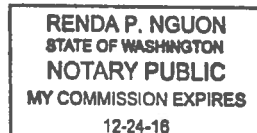
BY: _____

Alan Burton, Assistant Vice President

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this 17 day of April, 2014, before me, a Notary Public in and for said State, personally appeared Alan Burton, known to me to be the Assistant Vice President of the corporation that executed this instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



NOTARY PUBLIC in and for the State of
Washington, residing at King Co.
My commission expires 12-24-16

Affidavit of Compliance
Idaho Code 45-1506A

State of Washington)

County of King)

Alan Burton, being first duly sworn, deposes and says:

That he/she is a citizen of the United States, over 21 years of age, a resident of King County, Washington;

That he/she is Assistant Vice President of Northwest Trustee Services, Inc., successor Trustee in the herein described Deed of Trust;

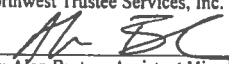
That by reason of automatic stay provisions of the U.S. Bankruptcy Code 22 U.S.C. 362 and the Order of the United States Court modifying the effect of the stay, the successor Trustee rescheduled the sale for the 11th of April, 2014;

That Notice of the Rescheduled Sale was given by registered or certified mail to the last known address of all persons who were entitled to notice by mail of the original sale and to any person who has recorded a Request for Notice of Sale, pursuant to I.C. 45-1506A(2). The names and addresses of the persons to whom Notice of the Rescheduled Sale was mailed are set forth in the attached Affidavit of Certified Mail and incorporated by this reference;

That Notice of the Rescheduled Sale was published in the newspaper of original publication once a week for three (3) successive weeks, making three (3) publications in all, with the last publication at least ten (10) days prior to the date of sale, pursuant to I.C. 45-1506A(3). The publisher's Affidavit of Publication of the Rescheduled Sale is attached and incorporated by this reference; and

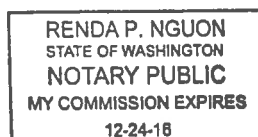
That the successor Trustee makes this Affidavit pursuant to I.C. 45-1506A(4).

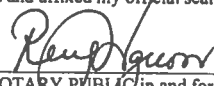
Northwest Trustee Services, Inc.


By: Alan Burton, Assistant Vice President

State of Washington)
) ss
County of King)

On this 17th day of April, 2014, before me a Notary Public in and for said state, personally appeared Alan Burton known or identified to me to be the Assistant Vice President of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.




NOTARY PUBLIC in and for the State of
Washington, residing at King County
My commission expires 12/24/2016

File No: 7021.11344
Client: Bank of America, N.A.
Borrower: Potter, Richard A. and Heather D.

After recording return to:
Northwest Trustee Services, Inc.
P.O. Box 997
Bellevue, WA 98009

**AFFIDAVIT OF CERTIFIED MAIL
(RESCHEDULED SALE)**

File No. 7021.11344

Potter, Richard

State of Washington, County of King) ss:

I, the undersigned, being first duly sworn, depose and say and certify that:

At all times hereinafter mentioned, I was and now am a resident of the State of Washington, a competent person over the age of eighteen years and not the beneficiary or beneficiary's successor in interest named in the attached original notice of sale given under the terms of that certain deed described in said notice.

I served a copy of the attached Notice of Rescheduled Trustee's Sale by mailing a copy thereof by certified and/or registered mail with return receipt requested to each of the following named persons (or their legal representatives, where so indicated) at their respective last known address, to-wit:

Richard A. Potter
1094 Krahn Road
Fairfield, ID 83327

Richard A. Potter
RR 1 Box 1094
Fairfield, ID 83327

Richard A. Potter
621 East 200 South
Fairfield, ID 83327

Richard A. Potter
PO Box 3836
Ketchum, ID 83340

Richard A. Potter
218 Willow Creek Road
Fairfield, ID 83327

Richard A. Potter
218 N Willow Creek Rd
Fairfield, ID 83327

Richard A. Potter
c/o John O Avery, Attny
770 S Woodruff Ave
Idaho Falls, ID 83401

Rick A. Potter
1094 Krahn Road
Fairfield, ID 83327

Rick A. Potter
RR 1 Box 1094
Fairfield, ID 83327

Rick A. Potter
621 East 200 South
Fairfield, ID 83327

Rick A. Potter
PO Box 3836
Ketchum, ID 83340

Rick A. Potter
218 Willow Creek Road
Fairfield, ID 83327

Rick A. Potter
218 N Willow Creek Rd
Fairfield, ID 83327

Rick A. Potter
c/o John O Avery, Attny
770 S Woodruff Ave
Idaho Falls, ID 83401

Jane Doe Potter
Spouse of Rick A. Potter
1094 Krahn Road
Fairfield, ID 83327

Jane Doe Potter
Spouse of Rick A. Potter
621 East 200 South
Fairfield, ID 83327

Jane Doe Potter
Spouse of Rick A. Potter
218 Willow Creek Road
Fairfield, ID 83327

Jane Doe Potter
Spouse of Richard A. Potter
1094 Krahn Rd
Fairfield, ID 83327

Jane Doe Potter
Spouse of Richard A. Potter
621 E 200 S
Fairfield, ID 83327

Jane Doe Potter
Spouse of Richard A. Potter
218 Willow Creek Road
Fairfield, ID 83327

Heather D. Potter
1094 Krahn Road
Fairfield, ID 83327

Heather D. Potter
621 East 200 South
Fairfield, ID 83327

Heather D. Potter
218 Willow Creek Road
Fairfield, ID 83327

Occupant(s)
1094 Krahn Rd
Fairfield, ID 83327

Gary L Rainsdon, Trustee
PO Box 506
Twin Falls, ID 83303

Jane Doe Potter
Spouse of Rick A. Potter
RR 1 Box 1094
Fairfield, ID 83327

Jane Doe Potter
Spouse of Rick A. Potter
PO Box 3836
Ketchum, ID 83340

Jane Doe Potter
Spouse of Rick A. Potter
218 N Willow Creek Rd
Fairfield, ID 83327

Jane Doe Potter
Spouse of Richard A. Potter
RR 1 Box 1094
Fairfield, ID 83327

Jane Doe Potter
Spouse of Richard A. Potter
PO Box 3836
Ketchum, ID 83340

Jane Doe Potter
Spouse of Richard A. Potter
218 N Willow Creek Rd
Fairfield, ID 83327

Heather D. Potter
RR 1 Box 1094
Fairfield, ID 83327

Heather D. Potter
PO Box 3836
Ketchum, ID 83340

Heather D. Potter
218 N Willow Creek Rd
Fairfield, ID 83327

Occupant(s)
621 East 200 South
Fairfield, ID 83327

Each of the notices so mailed was certified to be a true copy of the original Notice of Rescheduled Trustee's Sale, each such copy was contained in a sealed envelope, with postage thereon fully prepaid, and was deposited by me in the United States post office at Bellevue, Washington, on 8/20/13. With respect to each person listed above, one such notice was mailed with postage thereon sufficient for first class delivery to the address indicated and was mailed with a proper form to request and obtain a return receipt.

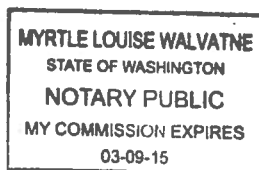
As used herein, the singular includes the plural, trustee includes successor trustee, and person includes corporation and any other legal or commercial entity.


Katie Greiner

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 20th day of August, 2013, before me a Notary Public in and for said state, personally appeared Katie Greiner known or identified to me to be the person whose name is subscribed to the within instrument, and being by me first duly sworn, declared that the statements therein are true, and acknowledged to me that he/she executed the same.

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




Notary Public for the State of Washington
Residing at King Co.
My commission expires: 3-9-15

NORTHWEST TRUSTEE SERVICES, INC.

P.O. Box 997
BELLEVUE, WA 98009

Phone 425-586-1900
Fax 425-586-1997

File No: 7021.11344
Client: Bank of America, N.A.
Borrower: Potter, Richard

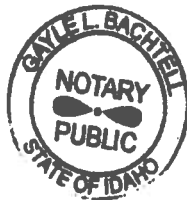
AFFIDAVIT OF PUBLICATION

STATE OF IDAHO)
 ss.
County of Camas)

Edward Reagan, being first duly sworn, deposes and says that he/she is the designated agent for the publisher of The Camas Courier, a newspaper published every week in Fairfield, County of Camas, State of Idaho, that said newspaper has been continuously and uninterruptedly published for a period of seventy-eight consecutive weeks prior to the first publication of the annexed notice, and is a newspaper qualified to publish legal notices as provided by act of the 1919 session of the legislature of the State of Idaho, known as House Bill 145, that the annexed advertisement, identified as 1002-235210, a copy of which is hereto attached, was published once each week for 4 consecutive issues in said newspaper proper and not in a supplement; that the date of the first publication of said advertisement was on the 28th day of August, 2013, and the date of the last publication was on the 18th day of September, 2013.

Edward Reagan

On this 4th day of October, in the year of 2013 before me,
a Notary Public, personally appeared Edward Reagan,
known or identified to me to be the person whose name subscribed to the within
instrument, and being by me first duly sworn, declared that the statements therein
are true, and acknowledged to me that he/she executed the same.



Gayle L. Bachtell
Notary Public for Idaho
Residing in Fairfield
My commission expires: 10-19-2017

Notice of Re-Scheduled Trustee's Sale Idaho Code 45-1506A
Today's date: August 20, 2013
File No.: 7021.11344 Sale date and time (local time): September 27, 2013 at 11:00 AM Sale location: on the front steps of the Camas County Courthouse, 501 Soldier Road, Fairfield, ID 83327
Property address: 1094 Krahn Rd nka 621 East 200 South Fairfield, ID 83327 Successor Trustee: Northwest Trustee Services, Inc., an Idaho Corporation P.O. Box 997 Bellevue, WA 98009 (425) 586-1900 Deed of Trust information Original grantor: Richard A. Potter, a married man as his sole and separate property Original trustee: Sun Valley Title Original beneficiary: Mortgage Electronic Registration Systems, Inc. solely as nominee for Aegis Wholesale Corporation, its successors and assigns Recording date: April 2, 2003 Recorder's instrument number: 076010 County: Camas Sum owing on the obligation: as of August 20, 2013: \$179,941.05 Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check. For further information write or call the Successor Trustee at the address or telephone number provided above. Basis of default: failure to make payments when due. Please take notice that the Successor Trustee will sell at public auction to the highest bidder for certified funds or equivalent the property described above. The property address is identified to comply with IC 60-113 but is not warranted to be correct.

The property's legal description is: Township 1 South, Range 15, East of the Boise Meridian, Camas County, Idaho Section 27: A parcel of land located in the East one-half of the Northwest quarter, described as follows: Beginning at the Northeast corner of the Northwest quarter; thence

due West 428 feet; thence due South 2,036 feet; thence due East 428 feet; thence due North 2,036 feet to the Point of Beginning. The sale is subject to conditions, rules and procedures as described at the sale and which can be reviewed at www.northwesttrustee.com or USA-Foreclosure.com. The sale is made without representation, warranty or covenant of any kind. (TS# 7021.11344) 1002.235210-File No.
pub. 8/28, 9/4, 9/11, 9/18 - 2013

AFFIDAVIT OF PUBLICATION

STATE OF IDAHO)
 ss.
County of Camas)

Edward Reagan, being first duly sworn, deposes and says that he/she is the designated agent for the publisher of The Camas Courier, a newspaper published every week in Fairfield, County of Camas, State of Idaho, that said newspaper has been continuously and uninterruptedly published for a period of seventy-eight consecutive weeks prior to the first publication of the annexed notice, and is a newspaper qualified to publish legal notices as provided by act of the 1919 session of the legislature of the State of Idaho, known as House Bill 145, that the annexed advertisement, identified as 1002-235210, a copy of which is hereto attached, was published once each week for 3 consecutive issues in said newspaper proper and not in a supplement; that the date of the first publication of said advertisement was on the 28th day of August, 2013, and the date of the last publication was on the 11th day of September, 2013.



On this 8th day of October, in the year of 2013 before me,
a Notary Public, personally appeared Edward Reagan,
known or identified to me to be the person whose name subscribed to the within
instrument, and being by me first duly sworn, declared that the statements therein
are true, and acknowledged to me that he/she executed the same.




Notary Public for Idaho
Residing in Fairfield
My commission expires: 5-6-2016

Notice of Re-Scheduled Trustee's Sale
Idaho Code 45-1506A

Today's date: August 20, 2013

File No.: 7021.11344

Sale date and time (local time): September 27, 2013 at 11:00 AM

Sale location: on the front steps of the Camas County Courthouse, 501 Soldier Road, Fairfield, ID 83327

Property address: 1094 Krahn Rd aka 621 East 200 South
Fairfield, ID 83327

Successor Trustee: Northwest Trustee Services, Inc., an Idaho Corporation
P.O. Box 997
Bellevue, WA 98009
(425) 586-1900

Deed of Trust information

Original grantor: Richard A. Potter, a married man as his sole and separate property

Original trustee: Sun Valley Title

Original beneficiary: Mortgage Electronic Registration Systems, Inc. solely as nominee for
Aegis Wholesale Corporation, its successors and assigns

Recording date: April 2, 2003

Recorder's instrument number: 076010

County: Camas

Sum owing on the obligation:

as of August 20, 2013: \$179,886.39

Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check. For further information write or call the Successor Trustee at the address or telephone number provided above.

Basis of default: failure to make payments when due.

Please take notice that the Successor Trustee will sell at public auction to the highest bidder for certified funds or equivalent the property described above. The property address is identified to comply with IC 60-113 but is not warranted to be correct. The property's legal description is:

Township 1 South, Range 15, East of the Boise Meridian, Camas County, Idaho

Section 27: A parcel of land located in the East one-half of the Northwest quarter, described as follows:

Beginning at the Northeast corner of the Northwest quarter;
thence due West 428 feet;
thence due South 2,036 feet;
thence due East 428 feet;
thence due North 2,036 feet to the Point of Beginning.

The sale is subject to conditions, rules and procedures as described at the sale and which can be reviewed at www.northwesttrustee.com or USA-Foreclosure.com. The sale is made without representation, warranty or covenant of any kind.

**THIS COMMUNICATION IS FROM A DEBT COLLECTOR AND IS AN ATTEMPT TO
COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT
PURPOSE.**

SVTC Order No. 03-18658

WARRANTY DEED April 2, 2003

FOR VALUE RECEIVED

David M. Garrett, a single man

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

Richard A. Potter and Heather D. Potter, husband and wife

the grantee(s), whose current address is PO Box 3836
Ketchum, ID 83340

the following described premises, in CAMAS COUNTY, IDAHO, to wit:

See Exhibit "A"

SUBJECT TO: Taxes, easements, restrictions, reservations, assessments and encumbrances as shown of record, if any.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees and their heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantees, that he is the owner in fee simple of said premises; that said premises are free from all encumbrances and that he will warrant and defend the same from all lawful claims whatsoever.

Dated: March 11, 2003

David M. Garrett
David M. GarrettState of: MississippiCounty of: LauderdaleOn this 12th day of March, 2003, Before me a Notary Public in and for said State, personally appeared David M. Garrett known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.Nina Steenstra
Notary Public 400 Fernbank RdResiding at Steers, MS 39766Comm. Expires Oct 15, 2004Notary Public State of Mississippi At Large
My Commission Expires: October 15, 2004
Bonded Thru Helden, Brooks & Garland, Inc.Records at the Office of
Camas County Title
at 3:56 PM
Page 458
Deeds
ROLLIE BENNETT
CAMAS COUNTY RECORDER
Bobbie D. Waller
Fees \$ 6.00
76008

Exhibit "A"

Township 1 South, Range 15, East of the Boise Meridian, Camas County,
Idaho

Section 27: A parcel of land located in the East one-half of the Northwest
Quarter, described as follows:

BEGINNING at the Northeast corner of the Northwest Quarter;
THENCE due West 428 feet;
THENCE due South 2,036 feet;
THENCE due East 428 feet;
THENCE due North 2,036 feet to the POINT OF BEGINNING.

Order No. 2246.

WARRANTY DEED

For Value Received

Noel W. Hicks and Gigi L. Hicks, husband and wife

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

David M. Garrett, a single man

whose address is: WDL GARREDM487MF, 7732-16TH Ave SW, Seattle, WA 98106

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

See Attached "Exhibit A"

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: June 14, 1999

Noel W. Hicks

Gigi L. Hicks

State of ID

County of BLAINE

On JUNE 14, 1999, before me, the undersigned, a Notary Public in and for said State, personally appeared Noel W. Hicks and Gigi L. Hicks personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

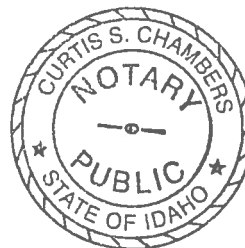
WITNESS my hand and official seal.

Signature

Residing:

Commission Expires:

5-15-2004



73252

Recorded at the Request of

First American Title
at 3:30 P M
June 22nd, 1999
in Book 31 Page 404
of Deeds

ROLLIE BENNETT

CAMAS COUNTY RECORDER

By Korri Blodgett

Fees \$ 6.00

Township 1 South, Range 15, East of the Boise Meridian, Camas
County, Idaho

Section 27: A parcel of land located in the East one-half
of the Northwest Quarter, described as follows:

BEGINNING at the Northeast corner of the Northwest Quarter;
Thence due West 428 feet;
Thence due South 2,036 feet;
Thence due East 428 feet;
Thence due North 2,036 feet to the POINT OF BEGINNING. .



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region • 650 Addison Ave W, Suite 500 • Twin Falls, Idaho 83301-5858
Phone: (208) 736-3033 • Fax: (208) 736-3037 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

October 22, 2014

KEVIN SWIGERT
JENNIFER SWIGERT
PO BOX 240
HAILEY ID 83333

RE: Change of Ownership for Water Right Nos. 37-7636B

Dear Water Right Holder(s):

The department acknowledges receipt of correspondence changing ownership of the above referenced water right(s) to you. The department has modified its records to reflect the change in ownership and has enclosed computer-generated reports 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.

Also, please note that Section 42-248, Idaho Code, requires you or the owner of this water right to maintain current ownership and address records on file with the department. Forms to file a change of ownership of a water right and/or a change in the address of the water right owner are available from any department office, or at the department's website at: www.idwr.idaho.gov.

Please feel free to contact this office if you have any questions regarding this matter.

Sincerely,

Trish Fawcett
Technical Records Specialist

Enclosure(s)