

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

JUN 18 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.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
47-21595	Yes ☒		Yes ☐		Yes ☐
split into	Yes ☐		Yes ☐		Yes ☐
47-21595	Yes ☐		Yes ☐		Yes ☐
47-17624	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: GARY N. NELSON - NANCY J. NELSON
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): EMILY G. WEBSTER - MARILYN WEBSTER
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or

4826 North 1000 E Buhl ID 83316
Mailing address City State ZIP
208-241-1279 marilyn.chinakat@hotmail.com
Telephone Email

4. If the water rights and/or adjudication claims were split, how did the division occur?
☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: _____
6. If the water right described herein has been rented from the Water Supply Bank, rental proceeds will be disbursed in the following manner regardless of any arrangements between the buyer(s) and seller(s) to the contrary:
- Rental payments will go to the lessor(s) of record at the beginning of the rental season.
 - If a change in ownership is processed by the Department during a rental season, rental payment will be made to the person or entity who is the lessor of record at the beginning of that rental season.
 - New lessor(s) of record will receive payment after the following rental season.
7. This form must be signed and submitted with the following **REQUIRED** items:
- A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
 - Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
 - Filing fee (see instructions for further explanation):
 - \$25 per undivided water right.
 - \$100 per split water right.
 - No fee is required for pending adjudication claims.

SUPPORT DATA

IN FILE # 47-21595

8. Signature: _____
Signature of new owner/claimant Title, if applicable Date
- Signature: Marilyn Webster Co-Owner 6/12/14
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by DM Date 6-18-2014 Receipt No. 5034083 Receipt Amt. \$100-
 Approved by _____ Processed by _____ Date _____

SCANNED

JUL 8 2 2014



SCANNED
JUL 02 2014

WHEN RECORDED, MAIL TO:
BANK OF IDAHO
1230 YELLOWSTONE AVE
POCATELLO, IDAHO 83201

This instrument was prepared by:
BANK OF IDAHO
1230 YELLOWSTONE AVE
POCATELLO, IDAHO 83201
208-236-2964

Loan Number: 212044

[Space Above This Line For Recording Data]

DEED OF TRUST

MIN: 100223100002120449
SIS Telephone #: (888) 679-MERS

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated **June 29, 2012**, together with all Riders to this document.

(B) "Borrower" is **Emery Webster and Marilyn Webster, husband and wife, as community property**. Borrower is the trustor under this Security Instrument.

(C) "Lender" is **BANK OF IDAHO**. Lender is, **AN IDAHO CORPORATION**, organized and existing under the laws of **IDAHO**. Lender's address is **1230 YELLOWSTONE AVE, POCATELLO, IDAHO 83201**.

(D) "Trustee" is **First American Title Co. Twin Falls**
Trustee's Address is **260 3rd Ave N., Twin Falls, IDAHO 83301**.

(E) "MERS" is **Mortgage Electronic Registration Systems, Inc.** MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the beneficiary under this Security Instrument**. 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**.

(F) "Note" means the promissory note signed by Borrower and dated **June 29, 2012**. The Note states that Borrower owes Lender ~~ONE HUNDRED FIFTY-ONE THOUSAND ONE HUNDRED TEN AND NO/100 Dollars (U.S. \$51,110.00)~~ **ONE HUNDRED FIFTY-ONE THOUSAND ONE HUNDRED TEN AND NO/100 Dollars (U.S. \$51,110.00)** plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **July 1, 2042**.

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

SCANNED
JUL 02 2014

AFTER RECORDING MAIL TO:

Emery Webster and Marilyn Webster
4826 North 1000 East
Buhl, ID 83316

SPECIAL WARRANTY DEED

File No.: 407997-P (ci)

Date: April 23, 2012

For Value Received, **The Bank of New York Mellon fka The Bank of New York as Trustee for the Certificateholders of the CWABS, Inc., Asset-Backed Certificates Series 2005-3**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Emery Webster and Marilyn Webster, husband and wife**, hereinafter called the Grantee, whose current address is **4826 North 1000 East, Buhl, ID 83316**, the following described premises, situated in **Twin Falls County, Idaho**, to-wit:

EW
MW

PARCEL 1:

TOWNSHIP 8 SOUTH, RANGE 14 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO

SECTION 30: A PARCEL OF LAND LOCATED IN SECTION 30, SAID PARCEL BEING A PART OF PARCEL NO. 1 OF SALMON RIVER RANCHES (AMENDED), AS SHOWN ON THE OFFICIAL PLAT OF RECORD IN MISCELLANEOUS PLATS, RECORDS OF TWIN FALLS COUNTY, IDAHO AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 30, FROM WHICH THE EAST ONE QUARTER CORNER OF SAID SECTION 30 BEARS NORTH 00°00'00" WEST 2626.44 FEET; THENCE NORTH 00°00'00" WEST ALONG THE EAST BOUNDARY OF THE SOUTHEAST QUARTER OF SAID SECTION 30 FOR A DISTANCE OF 1717.47 FEET TO THE NORTHEAST CORNER OF SAID PARCEL NO. 1; THENCE NORTH 61°41'41" WEST ALONG THE NORTHERLY BOUNDARY OF SAID PARCEL NO. 1 FOR A DISTANCE OF 174.48 FEET; THENCE NORTH 66°09'41" WEST ALONG THE NORTHERLY BOUNDARY OF SAID PARCEL NO. 1 FOR A DISTANCE OF 78.43 FEET TO THE NORTHEAST CORNER OF PARCEL 1-B AND BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH 18°16'25" WEST FOR A DISTANCE OF 388.42 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF SAID PARCEL NO. 1, SAID POINT BEING IN THE CENTER OF SALMON FALLS CREEK; THENCE ALONG THE CENTER OF SALMON FALLS CREEK AND ALONG THE SOUTHERLY BOUNDARY OF SAID PARCEL NO. 1 ON THE FOLLOWING COURSES:

Date: 04/23/2012

Warranty Deed
- continued

File No.: 407997-P (ci)

**NORTH 89°26'44" WEST 89.37 FEET;
NORTH 63°17'12" WEST 169.06 FEET;
NORTH 43°33'20" WEST 38.37 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL NO. 1;
THENCE LEAVING THE CENTER OF SALMON FALLS CREEK AND ALONG THE WESTERLY
BOUNDARY OF SAID PARCEL NO. 1 ON A BEARING OF NORTH 21°00'55" EAST FOR A
DISTANCE OF 399.18 FEET TO THE NORTHWESTERLY CORNER OF SAID PARCEL NO. 1;
THENCE SOUTH 66°09'41" EAST ALONG THE NORTHERLY BOUNDARY OF SAID PARCEL 1
FOR A DISTANCE OF 268.35 FEET TO THE TRUE POINT OF BEGINNING.**

PARCEL 2:

**TOGETHER WITH A 50.0 FOOT WIDE ACCESS AND UTILITY EASEMENT ON, OVER AND
ACROSS A 50.0 FOOT WIDE STRIP OF LAND THAT WAS PREVIOUSLY KNOWN AS HIGHWAY
U.S. 30 AND IS NOW A PUBLIC COUNTY ROAD, SAID EASEMENT BEING CENTERED ON THE
NORTHERLY BOUNDARY OF THE BEFORE DESCRIBED PARCEL.**

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(s), their heirs and assigns forever. And the said Grantor(s) do hereby covenant to and with the said Grantee(s), that they are the owners in fee simple of said premises. The Grantor(s) warrants that said premises are free and clear of all encumbrances suffered or created by the Grantor(s), except such warranty does not apply to all taxes, assessments, and charges to be paid by the Grantee(s) and any lien or encumbrance revived or placed on said premises by, through or under the Grantee(s), his heirs and assigns.

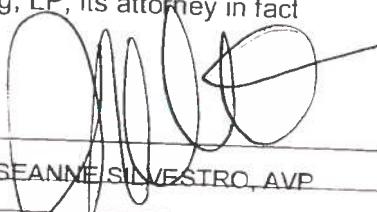
Date: 04/23/2012

Warranty Deed
- continued

File No.: 407997-P (ci)

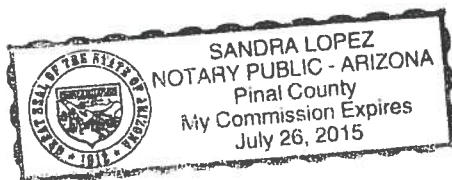
The Bank of New York Mellon fka The Bank of New York
as Trustee for the Certificateholders of the CWABS, Inc.,
Asset-Backed Certificates Series 2005-3

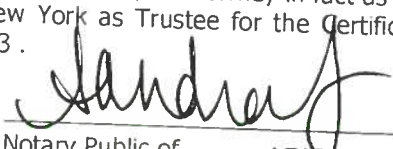
By: Bank of America, N.A., successor by
merger to BAC Home Loans Servicing,
LP, FKA Countrywide Home Loans
Servicing, LP, its attorney in fact

By: 
ROSEANNE SILVESTRO, AVP

STATE OF ARIZONA)
COUNTY OF MARICOPA)
SS.

On this 27 day of April, 2012, before me, a Notary Public in and for said State, personally
appeared ROSEANNE SILVESTRO, AVP, known or identified to me to be the
of Bank of America, N.A., successor by merger to BAC Home Loans
Servicing, LP, FKA Countrywide Home Loans Servicing, LP, its attorney in fact, the entity that executed
the instrument or the person who executed the instrument on behalf of said entity, and acknowledged to
me that such entity executed the same as the attorney-in-fact for The Bank of New York Mellon fka The
Bank of New York as Trustee for the Certificateholders of the CWABS, Inc., Asset-Backed Certificates
Series 2005-3, and acknowledged to me that he/she subscribed the name of The Bank of New York
Mellon fka The Bank of New York as Trustee for the Certificateholders of the CWABS, Inc., Asset-Backed
Certificates Series 2005-3 thereto as principal and his/her name as
of Bank of America, N.A., successor by merger to BAC Home
Loans Servicing, LP, FKA Countrywide Home Loans Servicing, LP, its attorney in fact as attorney-in-fact of
The Bank of New York Mellon fka The Bank of New York as Trustee for the Certificateholders of the
CWABS, Inc., Asset-Backed Certificates Series 2005-3.




Notary Public of ARIZONA
Residing at: _____
Commission Expires: JULY 26 2015