

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

JAN 03 2014

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.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
22-14053 <i>OK</i>	Yes ☒		Yes ☐		Yes ☐
<i>22-14053 22-14108</i>	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Thomas Hunter
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Robert W. and Lorene L. Spoelhof
New owner(s) as listed on the conveyance document Name connector ☒ and ☐ or ☐ and/or
- 5100 Country Club Dr. Victor ID 83455
Mailing address City State ZIP
616-460-5410 rspoelhof@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: 10/19/2006
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.

8. Signature: *R. Spoelhof* Title, if applicable Date 12/31/2013
 Signature: *L. Spoelhof* Title, if applicable Date 12/31/2013
 Signature of new owner/claimant Signature of new owner/claimant

For IDWR Office Use Only:

Received by *JS* Date 1/3/2014 Receipt No. E039410 Receipt Amt. \$100.-
 Approved by *JS* Processed by *JS* Date 2/10/2014

SUPPORT DATA

IN FILE # 22-14053

BLOCK 1
Part of the SE 1/4, Sec. 23, T.4N, R.45E B.M.,
Teton County, Idaho



PROFIT DESCRIPTION

BEARING IN THE CENTER OF SEC. 23 T.4N. R.9E. S.3N.,
ECON COUNTY, OHIO, AND RUNNING:

THENCE N 89° 02' 00" E, 559.00' along Section Line
THENCE S 60° 23' 00" E, 394.00' "
THENCE N 88° 23' 35" W, 877.87' "
THENCE N 87° 57' 00" W, 543.58' "
THENCE N 87° 57' 30" W, 543.58' "
THENCE S 89° 02' 00" E, 559.00' to Section Line
THENCE S 89° 02' 00" E, 394.00' to Section Line
THENCE S 60° 23' 00" E, 394.00' to Section Line
THENCE S 60° 23' 00" E, 394.00' to Section Line
POINT OF BEGINNING CONTAINS 1217 ACRES, MORE OR
LESS.

OWNERS' DEDICATION

IT IS KNOWN THAT WE, THE UNDERSIGNED OWNERS DO HEREBY CERTIFY THAT WE ARE THE LEGAL OWNERS OF THE TRACT OF LAND DESCRIBED ON THIS PLAT AND HAVE GRANTED THE SAME TO BE DIVIDED INTO LOTS TO BE KNOWN AS FOR CATER COUNTRY CLUB ESTATES

AND DO HEREBY GIVE, GRANT, AND DEDICATE TO THE PUBLIC HERETOFORE, USE ALL ROLLS AND RECORDS SHOWING

SUBDIVISION, TOWN COUNTRY CLUB, AND DEDICATE TO THE PUBLIC HERETOFORE, USE ALL ROLLS AND RECORDS SHOWING

IN WITNESS WHEREOF WE HAVE SET OUR SIGNATURES.

STATE OF KANSAS
COUNTY OF TOLON

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE FOLLOWING DATE, WITNESSED MY HAND.

RECOMMENDED TO THE TITUS COUNTY ASSessor ON THE FOLLOWING
DATE FOR APPROVAL AND ACCEPTANCE. 6-13-83
5-28-83
DATE Walter H. Spalding
William D. Davis
COUNTY COMMISSIONER
ASSIGN

DATE 9/12/82 COUNTY ENGINEER Don K. [Signature]

RECEIVED TO THE TEND COUNTY PLANNING AND ZONING ON THE FOLLOWING DATE AT WHICH TIME THIS SUBMISSION WAS APPROVED OR ACCEPTED.

DATE 1-13-83 BY Robert Collins CHAIRMAN

David H. Johnson CHAIRMAN

4. SHOULD BE RECORDED, BEING A REGISTERED LAND SUBDIVISION IN THE
STATE OF IOWA, NO. 2860, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE
TRACT OF LAND SHOWN ON THIS PLAN AND HAVE SUBDIVIDED SAID TRACT
INTO LOTS TO BE KNOWN AS FOLLOWS: COUNTY CLUB ESTATES
SUBDIVISION,
IOWA.

STATE OF CALIF.
COUNTY OF FLETH
DO HEREBY CERTIFY THAT THIS PLAT WAS FILED THE 24th DAY OF
MAY 1908 AT THE REQUEST OF M. B. BOWMAN
AT THE REQUEST OF

By James A. Smith
COUNTY RECORDER
By Bonnie Green

AW ENGINEERING
Vicki, Idaho
787-2952

Subdivision and Golf Course

Located in SE 1/4, Sec. 23,
T.4N., R.45E., B.M., Teton County,
Idaho

COMMISSIONERS' CERTIFICATE

TREASURER'S CERTIFICATE

HEALTH DEPT. CERTIFICATE

APPROVED BY THE TITON COUNTY BOARD OF COMMISSIONERS ON THE FOLLOWING
DATE AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED:
4/13/83 *Edith J. J. J. J.*
DATE *Chas. J. J. J.* BY *Edith J. J. J.*
CARRER *Edith J. J. J.* TITLE *Edith J. J. J.*

I HEREBY CERTIFY THAT ALL TAXES DUE HAVE BEEN PAID ON THE TRACT OF LAND
 BROWN ON THIS PLAT.

DATE _____ COUNTY _____

1 MONKEY COUNTRY THAT THE SANITARY RESTRICTIONS REQUIRED BY DAWD CODE TITLE 50, CH. 10, SEC. 50-126 HAVE BEEN SATISFIED AND THIS PLAT IS HEREBY APPROVED FOR RECORDING BY FILING OF THIS CERTIFICATE, WITH MAXIMUM DRAINAGE FIELD DEPTH OF 6 FEET.

BEFORE ME, James D. Davis, F.R.S.

NOTARY PUBLIC, STATE OF ARIZONA

My Comm. No. 1000

Witness my hand and the seal of my office this 10th day of April, 1964.

James D. Davis
Notary Public, State of Arizona

AW ENGINEERING
Vicki, Idaho
787-2952

Subdivision and Golf Course

Located in SE 1/4, Sec. 23,
T.4N., R.45E., B.M., Teton County,
Idaho

Lot 42 Warranty Deeds Pedigree				
date	doc #	grantor	grantee	Instrument
8/10/1984	95559	Gladys Porter	Cecil Porter	Quitcalim Deed
1/15/1985	96123	Beard	Hashagen	Warranty Deed
1/15/1985	96124	Hashagen	Porter	Warranty Deed
5/22/1986	98849	Porter	Nielsen	Warranty Deed
8/22/1989	14654	Nielsen	Shinkle	Warranty Deed
10/30/1990	106825	Shinkle	Eicher	Warranty Deed
5/17/1996	110790	Eicher	Langdon	Warranty Deed
10/19/2006	181497	Langdon	Spoelhof	Warranty Deed

RECORDING REQUESTED BY:
Teton County Title

AND WHEN RECORDED MAIL TO:
Teton County Title
65 South Main
Driggs, ID 83422

Instrument # 181497
DRIGGS, TETON, IDAHO
2006-10-20 01:23:32 No. of Pages: 1
Recorded for : TETON TITLE
NOLAN G. BOYLE
Ex-Officio Recorder Deputy
Index to: DEED WARRANTY

RECEIVED
23 2006
ON CO., ID
RECORDS

WARRANTY DEED

FOR VALUE RECEIVED

Janette M. Langdon, A Single Woman,

GRANTOR(S), hereby grants, bargains, sells, conveys and warrants unto

Robert W. Spoelhof and Lorene L. Spoelhof, Husband and Wife

GRANTEE(S), whose current address is: 16 Country Club Drive Victor, ID 83455

the following described premises, to wit:

Lots 41, 42 and 43 of Block 1, Fox Creek Country Club Estates, as shown on the official plat thereof, recorded June 24, 1983, as Instrument No. 92749, records of Teton County, Idaho.

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

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, their heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that it 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 this 19th day of October, 2006.

Janette M. Langdon
Janette M. Langdon

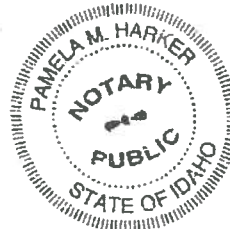
181497

STATE OF Idaho)
) ss.
COUNTY OF Teton)

On this 19th day of October, 2006, before me, the undersigned, a Notary Public, in and for said State, personally appeared Janette M. Langdon known to me, and/or identified to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.

Pamela M. Harker
Notary Public
Residing at: Tetonia, Idaho
My commission expires: January 23, 2007



181497

RECEIVED

110790

AUG 25 1992

TETON Co. Id.
Clerk Recorder

WARRANTY DEED

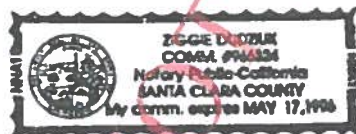
For Value Received DAVID N. EICHER, JR. and PHOEBE K. EICHER, husband and wife

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto
JANETTE M. LANGDON, a single woman
whose address is: P.O. BOX 2428, JACKSON, WY, 83001

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

Country
Lots 40, 41, and 42 of Block 1, Fox Creek Club Estates, as per the recorded
plat thereof, Teton County, IdahoSubject to reservations in United States and State Patents; existing and
recorded Right-of-ways, Easements, Zoning, Building and Subdivision
ordinances; Taxes and Assessments as prorated between the parties hereto.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:

David N. Eicher, Jr.
DAVID N. EICHER, JR.Phoebe K. Eicher
PHOEBE K. EICHERSTATE OF CALIFORNIA
COUNTY OF SANTA CLARAOn this 19 day of August, in the year 1992, before me, a Notary Public in and for said State,
personally appeared DAVID N. EICHER, JR. and PHOEBE K. EICHER, 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.[Signature]
Notary Public of
Residing in California
Commission Expires
MAY 17 1996

110790

FILED

AT THE REQUEST OF

First American

AT 15 MINUTES PAST 11 a.m.

DATE Aug. 25, 1992Carol J. Drake

CLERK OF RECORDER

BY Ara Rigby

DEPUTY



Oct 30 1990

TETON Co. Id.
Clark Recorder

WARRANTY DEED

For Value Received

DAVID D. SHINKLE AND ALICE M. SHINKLE, husband
and wife

the grantors, do hereby grant, bargain, sell, and convey unto

DAVID N. EICHER, JR. AND PHOEBE K. EICHER, husband and wife
6307 Nepo Drive
San Jose, California 95119

the grantees, the following described premises, to-wit:

Lot 42, Block 1, Fox Creek Country Club Estates, as per
the recorded plat thereof, Teton County, Idaho.

Subject to reservations in United States and State
Patents; existing and recorded Right-of-ways,
Easements, Zoning, Building and Subdivision
ordinances; Taxes and Assessments as prorated
between the parties hereto.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto
the said Grantees, their heirs and assigns forever. And the said
Grantors do hereby covenant to and with the said Grantees, that they
the owners in fee simple of said premises; that said premises are free
from all incumbrances except as hereinabove set forth and that they
will warrant and defend the same from all lawful claims whatsoever.

Dated: November 1, 1990

David D. Shinkle
David D. Shinkle

Alice M. Shinkle
Alice M. Shinkle

STATE OF IDAHO, COUNTY OF Teton
On this 29th day of October
1990 before me, a notary public in
and for said State, personally
appeared

David D. Shinkle and
Alice M. Shinkle, husband and
wife

known to me to be the persons whose
names are subscribed to the within
instrument, and acknowledged to me
that they executed the same.

Wayne W. Quinn
Notary Public
Residing at Boise, Idaho
Comm. Expires 5-19-94

106825

FILED

AT THE REQUEST OF

First American

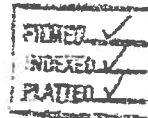
10

3

Oct. 30, 1990

E. Wayne Schiess

Nora Hill



WARRANTY DEED

For Value Received ELDRED NIELSEN and LEAH NIELSEN

the grantors, do hereby grant, bargain, sell, and convey unto

David D. Shinkle and Alice M. Shinkle
husband and wife

Box 7810, Jackson, WY 83001
the grantee, the following described premises, to-wit:

Lot 42, Fox Creek Country Club Estates Subdivision as per
the recorded plat, Teton County Idaho.

Subject to reservations in State and United States Patents;
existing and recorded right-of-ways, Easements, Zoning, Building
and Subdivision Ordinances; Taxes and Assessments as prorated
between the parties hereto.

Also subject to a Deed of Trust in favor of the Beehive Federal
Credit Union recorded on June 6, 1986, Teton County, Idaho
under recorder's #98973.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees,
their heirs and assigns forever. And the said Grantors do hereby covenant to and
with the said Grantees, that they are the owners in fee simple of said premises; that said
premises are free from all incumbrances except as hereinabove set forth and that they will warrant and
defend the same from all lawful claims whatsoever.

Dated:

Eldred Nielsen Leah Nielsen

STATE OF IDAHO, COUNTY OF Teton

On this 1 day of August, 1989,
before me, a notary public in and for said State, personally
appeared

Eldred Nielsen and Leah Nielsen
husband and wife

known to me to be the persons whose names are
subscribed to the within instrument, and acknowledged to
me that they executed the same.

Richard T. Kuehn
Notary Public
Residing at Driggs, Idaho
Comm. Expires 3-1-94

104654

FILED

AT THE REQUEST OF

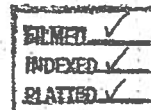
All West Realty

AT 15 MINUTES PAST 4 P.M.

DATE August 22, 1989

E. Willyne Schiess
CLERK OF RECORDER

BY Nora Hill
DEPUTY



INSTRUMENT NO.

RECORDED
INDEXED

WARRANTY DEED

RECORDED
INDEXED
MAY 22 1935

11:15 AM
MAY 22 1935
L. A. [unclear]
[unclear]

Warranty deed made this 22nd day of May, 1935, between SPECIAL
W. **POWER** and **SHARON W. POWER**, husband and wife, of P.O. Box
536, Victor, Idaho 83455, referred to as Grantors, and **HELEN
NIELSEN** and **LEAN NIELSEN**, husband and wife, of 214 South Avenue,
Sugar City, Idaho 83448, referred to as Grantees.

Grantors in consideration of the sum of Ten Dollars (\$10.00) the
receipt whereof is hereby acknowledged, have granted, con-
veyed, and sold, and does hereby grant, convey, sell, recover,
and confirm unto Grantees and their heirs and assigns forever,
all the following described real estate situated in Teton County,
Idaho:

Lot 42, Block 1 of the Fox Creek Country Club
Estate, Teton County, Idaho, as per the
recorded plat thereof.

Subject to all the recorded rights-of-way and
easements.

To have and to hold, all and singular the above-described
premises together with the appurtenances unto Grantees and their
heirs and assigns forever.

And Grantors and their heirs shall and will warrant and by
these presents forever defend the premises on the quiet and
peaceable possession of Grantees, their heirs, and assigns
against Grantors and their heirs and assigns all and every person
and persons whomsoever, lawfully claiming the same.

WARRANTY DEED

RECORDED
INDEXED



Grantors do hereto set their hands on the day and year first above written.

SHARON N. PORTER
SHARON N. PORTER, Grantor

By: SHARON N. PORTER, Commissioner

SHARON N. PORTER, Grantor

STATE OF IDAHO

County of Teton

On this 22nd day of May, 1986, before me, a Notary Public in and for the State of Idaho, personally appeared SHARON N. PORTER as Commissioner of the Teton National Forest, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same.



Notary Public for Idaho
Residing at:
My Commission Expires:



WARRANTY DEED

Printed and for sale by Spence-Ford Company, Boise, Idaho.

(Optional)
Recorded ☐
Microfilmed ☐
Indexed ☐

Platted ☐
Deed Card ☐
Compared ☐

Key Punched ☐
Master File ☐
Abstracted ☐

To Transferee ☐

DO NOT WRITE IN THESE SPACES

WARRANTY DEED

H. B. Wastegren, a single man
of 117 15th. St. County of Washoe
hereby CONVEYS, GRANTS and WARRANTS TO
Gerald E. Porter, a single man

Sparks, Nevada

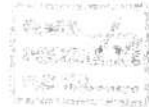
GRANTED BY
State of Idaho

GRANTEES

whose current address is Rt. 1 Box 550 Victor, Idaho 83455
for the sum of fifteen hundred -----

Dollars (\$1,500.00)

the following described tract(s) of land in Teton County, State of Idaho,
Lot 4 2nd and 3rd Fox Creek County, also known as per the recorded
plat Teton County Records, containing 1 acre.



Location of above described property

WITNESS the hand of said Grantor this

day of



Notary Public

Subscribed and sworn to before me

the signature of the said instrument, who duly acknowledged to me this

day of

Notary Public

MAIL DEED TO:

RECEIVED BY

Address

Address

Pay to Order

(Optional)
Recorded ☐
Microfilmed ☐
Indexed ☐Electron
Deed Card
Compared ☐Key-Punch
Master File
Abstracted ☐The Recorder ☐

WARRANTY DEED

Donald Heard, a single man
of Victor County of Idaho
hereby CONVEYS, GRANTS and WARRANTS TO
H. S. Heard, a single man,

GRANTOR
State of Idaho

whose current address is 145 Sprague Way Reno, Nev. 89501
for the sum of seven hundred fifty

GRANTEE

Eighteen 18

the following described tract(s) of land in

County State of Idaho

Lot # 33 and 34 of the Creek Country Trust Subdivision, as per the
recorded plat Victor County, Idaho, Subdivision 1 and 2.



Location of above described property

Page No.

Book

Witness the hand of said Grantor this

Day of June 1971

Donald Heard

Witness my hand and seal this

Day of June

County of Victor

The signature of the within instrument, was not acknowledged to be that of

Donald Heard

STATE OF IDAHO

MAIL CAN BE SENT TO:

Name _____
Address _____
City & State _____



QUITCLAIM DEED

(Optional)
Recorded ☐ Matted ☐ Key Purchase ☐ To Treasurer ☐
Microfilm ☐ Deed Card ☐ Master File ☐
Indexed ☐ Compared ☐ Abstracted ☐

QUITCLAIM DEED

THIS INSTRUMENT Made this tenth (10th) day of August
in the year of our Lord one thousand nine hundred and Eighty Four

Gladys K. Winter, an unmarried woman
of P.O. Box 115, Hawthorne County of Mineral
State of Nevada 89415, the part I of the first part, and Cecil E. Porter, 60
unmarried man of Rt 1 Box 490 County of Esmeralda
State of Idaho 83405, the part II of the second part,
whose current address is Kane

WITNESSETH that the said part I of the first part, for and in consideration of the sum of
the Dollar and other valuable considerations contained
in the deed of the United States of America, to her in said part II of the said part II
the second part, the receipt whereof is hereby acknowledged as \$ 1.00 by these persons before, witness
and forever QUITCLAIM unto the said part II of the second part, and to his heirs and assigns all those
acres situate in the County of Esmeralda, State of Idaho, described as follows:
described as follows: to-wit: Lot 51, Tongue Canon Subdivision, Division 1

Lots Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11),
Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-one (21),
Twenty-two (22), Twenty-three (23), Twenty-four (24), Twenty-five (25),
Twenty-six (26), Twenty-seven (27), Twenty-eight (28), Twenty-nine (29),
Thirty (30), Thirty-one (31), Thirty-two (32), Thirty-three (33),
Thirty-four (34), Thirty-five (35), Thirty-six (36), Thirty-seven (37),
Thirty-eight (38), Thirty-nine (39), Forty (40), Forty-one (41),
Forty-two (42), Forty-three (43), Forty-four (44), Forty-five (45),
Forty-six (46), Forty-seven (47), Forty-eight (48), Forty-nine (49),
Fifty (50), Fifty-one (51), Fifty-two (52), Fifty-three (53),
Fifty-four (54), Fifty-five (55), Fifty-six (56), Fifty-seven (57),
Fifty-eight (58), Fifty-nine (59), Sixty (60), Sixty-one (61),
Sixty-two (62), Sixty-three (63), Sixty-four (64), Sixty-five (65),
Sixty-six (66), Sixty-seven (67), Sixty-eight (68), Sixty-nine (69),
and Seventy (70) in the Fox Creek Country Club Subdivision as indicated on the
recorded plat, Esmeralda County records.

Location of above described property: Range No. _____

STATE DEED TO

NAME, TAX NOTED ON

Name _____
Address _____
City & State _____

Lot 41 Warranty Deeds Pedigree				
date	doc #	grantor	grantee	Instrument
1/22/1990	105495	Beard, Hashagen, Porter, H	Teton County	Tax Deed
11/11/1990	106986	Teton County	Hashagen	Redemption Deed
1/1/1991	107475	Beard-Zoner for Beard	Hashagen	Personal Representative's Deed
2/5/1991	107476	Hashagen	Eicher	Warranty Deed
8/19/1992	110790	Eicher	Langdon	Warranty Deed
10/19/2006	181497	Langdon	Spoelhof	Warranty Deed

RECORDING REQUESTED BY:
Teton County Title

AND WHEN RECORDED MAIL TO:
Teton County Title
65 South Main
Driggs, ID 83422

Instrument # 181497
DRIGGS, TETON, IDAHO
2006-10-20 01:23:32 No. of Pages: 1
Recorded for: TETON TITLE
NOLAN G. BOYLE
Ex-Officio Recorder Deputy
Index to: DEED WARRANTY

RECEIVED

77 2006

ON CO., ID
RECORDED

WARRANTY DEED

FOR VALUE RECEIVED

Janette M. Langdon, A Single Woman,

GRANTOR(S), hereby grants, bargains, sells, conveys and warrants unto

Robert W. Spoelhof and Lorene L. Spoelhof, Husband and Wife

GRANTEE(S), whose current address is: 16 Country Club Drive Victor, ID 83455

the following described premises, to wit:

Lots 41, 42 and 43 of Block 1, Fox Creek Country Club Estates, as shown on the official plat thereof, recorded June 24, 1983, as Instrument No. 92749, records of Teton County, Idaho.

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

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, their heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that it 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 this 19th day of October, 2006.

Janette M. Langdon
Janette M. Langdon

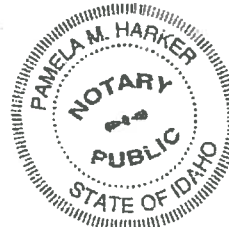
181497

STATE OF Idaho)
) ss.
COUNTY OF Teton)

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WITNESS MY HAND AND OFFICIAL SEAL.

Pamela M. Harker
Notary Public
Residing at: Tetonia, Idaho
My commission expires: January 23, 2007



181497

RECEIVED

110790

AUG 25 1992

TETON Co. Id.
Clerk Recorder

WARRANTY DEED

For Value Received DAVID N. EICHER, JR. and PHOEBE K. EICHER, husband and wife

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto
JANETTE M. LANGDON, a single woman
whose address is: P.O. BOX 2428, JACKSON, WY, 83001

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

Country
Lots 40, 41, and 42 of Block 1, Fox Creek Club Estates, as per the recorded
plat thereof, Teton County, IdahoSubject to reservations in United States and State Patents; existing and
recorded Right-of-ways, Easements, Zoning, Building and Subdivision
ordinances; Taxes and Assessments as prorated between the parties hereto.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:

David N. Eicher Jr.
DAVID N. EICHER, JR.Phoebe K. Eicher
PHOEBE K. EICHER

STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

On this 19 day of August, in the year 1992, before me, a Notary Public in and for said State,
personally appeared DAVID N. EICHER, JR. and PHOEBE K. EICHER, 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.Notary Public of
Residing at
Commission Expires

110790

FILED

AT THE REQUEST OF

First American

AT 15 MINUTES PAST 11 a.m.

DATE Aug. 25, 1992

Clerk of Recorder

BY Nora Rhye DEPUTY



WARRANTY DEED

For Value Received

H.B. HASHAGAN

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

DAVID N. EICHER, JR. AND PHOEBE K. EICHER, husband and wife
6307 Nepo Dr.
San Jose, California 95119

the grantees, the following described premises, to-wit:

Lots 40 and 41 of Block 1, Fox Creek Country Club Estates, as
per the recorded plat thereof, Teton County, Idaho.

Subject to reservations in United States and State Patents
existing and recorded Right-of-ways, Easements, Mining,
Building and Subdivision ordinances; Taxes and Assessments as
prorated between the parties hereto.

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

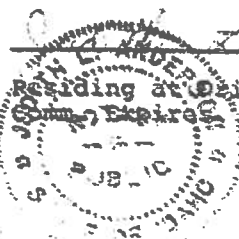
Dated: February 5, 1991

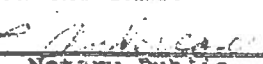

H. B. Hashagan

STATE OF IDAHO, COUNTY OF Teton
On this 5th day of February
1991 before me, a notary public in
and for said State, personally
appeared

H. B. Hashagan

known to me to be the person whose
name is subscribed to the within
instrument, and acknowledged to me
that he executed the same.



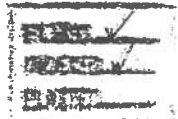

Notary Public
Residing at P. O. Box 100, Idaho

107476

FILED

AT THE CLERK'S OFFICE

First American
Feb 6, 1991
Ada, Idaho
Dora Hill



Sherry Beard Zohner
30
Sept 1991
Ann J. Hake
T. M. Hall

PERSONAL REPRESENTATIVE'S DEED

THIS DEED, Made this 15 day of January, 1991, by and between SHERRY BEARD ZONNER, the duly appointed, qualified Personal Representative of the Estate of DONALD H. BEARD, deceased, hereinafter referred to as the Party of the First Part, and E. B. HASHAGEN, a single man, hereinafter referred to as the Party of the Second Part.

WITNESSETH

WHEREAS, on the 1st day of August, 1990, by order of the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Teton, Magistrate Division, Party of the First Part was appointed Personal Representative of the estate of DONALD H. BEARD, deceased.

NOW THEREFORE, The said SHERRY BEARD ZONNER, as Personal Representative of the estate of DONALD H. BEARD, deceased, and pursuant to the authority granted to said Personal Representative under the laws of the State of Idaho, does hereby grant, demise and convey unto the said Party of the Second Part, his successors and assigns forever, all of the right, title and interest of SHERRY BEARD ZONNER, Personal Representative of the estate of DONALD H. BEARD, deceased, his successors and assigns, in and to all that

certain parcel of land, situate, lying and being in the County of Teton, State of Idaho, more particularly described as follows:

lot 40, 41, 47 and 48 of block 1, Fox Creek Country Club Estates, as per the recorded plat thereof, Teton County, Idaho.

TO HAVE AND TO HOLD, All the singulars and above mentioned and described premises, together with the appurtenances thereto appertaining, unto the said party of the second part, his successors and assigns forever.

IN WITNESS WHEREOF, the said party of the first part as Personal Representative of the estate of DONALD M. BEARD, deceased, has hereunto set her hand and seal the day and year first above written.

SHERY BEARD CONNER

Personal Representative

STATE OF IDAHO

County of Teton

On this 11 day of January in the year of 1991, before me, SHERY BEARD CONNER, a Notary Public, personally appeared SHERY BEARD CONNER, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.



SHERY BEARD CONNER
Notary of Public for Idaho
Residing at: 1111 N. 1st St.
My Commission expires: 12-31-92

PERSONAL REPRESENTATIVE'S DEED - 1

REDEMPTION DEED

THIS INSTRUMENT Made this 11th day of November, 1990, between Teton County, State of Idaho, by Ronnie C. Hatch, County Treasurer and ex-Officio Tax Collector thereof, and R. B. Ashagen of Teton County of Teton State of Idaho, herein called the "redemptioneer." WITNESSETH:

In consideration of the sum of two hundred, seventy and 62/100 DOLLARS (\$270.62) lawful money of the United States, by the redemptioneer paid, Teton County acknowledges receipt in full on account of taxes for the year or years 1988, 1989, and 1990 heretofore levied and secured upon the property hereinafter described, and does hereby remise, release, and quitclaim to R. B. Ashagen the redemptioneer his heirs, executors, administrators, successors, and assigns, all right, title and interest acquired by etor County under and by virtue of any tax deed, tax sale or delinquency on account of delinquent taxes for any of the years listed above, in and to the following described property, together with its appurtenances, in Teton County State of Idaho, to wit:

Lot 1, Fox Creek Country Club Estates

R. B. Ashagen
West 520 ch
into, T no 87455

IN WITNESS WHEREOF, The undersigned, the duly authorized County Treasurer and Tax Collector of Teton County, its behalf, has hereunto set her hand and first above written Teton County, State of Idaho, the day and year above written

Ronnie C. Hatch
 County Treasurer and ex-Officio Tax Collector
 for Teton County, State of Idaho

STATE OF IDAHO
 County of Teton
 On this 28th day of Nov, A.D. 1990 before me, Dorothy C. Douglass In and for said County of Teton, in the State of Idaho, personally appeared Ronnie C. Hatch known to me to be the County Treasurer and ex-Officio Tax Collector of said Teton County, and who executed the within instrument as such, and acknowledged to me that he executed the same as such officer.

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

STATE OF IDAHO
 County of Teton
 I, Dorothy C. Douglass, at the request of Ronnie C. Hatch, County Treasurer and ex-Officio Tax Collector of said Teton County, do hereby certify that on this 28th day of November, 1990, at Teton, Idaho, Ronnie C. Hatch County Treasurer and ex-Officio Tax Collector of said Teton County, and Dorothy C. Douglass Notary Public for said County, State of Idaho, were present and executed the within instrument as such, and acknowledged to me that he executed the same as such officer.

106986



TAX DEED

WHEREAS, on January 22, 1990, a delinquency hearing for the issuance of a Tax Deed was duly and regularly held pursuant to IDAHO CODE 63-1126D, as appears in the Records of the Teton County Recorder at Driggs, Idaho and is recorded in Microfilm; and

WHEREAS, as a result of said hearing the Board of County Commissioners in and for Teton County, Idaho, did direct that the Teton County Treasurer shall issue this Tax Deed in favor of Teton County, Idaho, for the hereindescribed property; and

WHEREAS, the name and address of the former record owner or owners of said described property is:

Beard, Donald
% Hashagen H B
% Porter, Cecil E.
% Hall, Brent K. & Sherri
2431 Croft Drive
Idaho Falls, Idaho 83401

NOW, THEREFORE, in consideration of the aforesaid and by reason of IDAHO CODE 63-1126D. Bonnie C. Hatch, the duly elected and qualified Treasurer in and for Teton County, Idaho does hereby grant, convey, transfer, release and remise unto Teton County, Idaho, whose current address is Courthouse, Driggs, Idaho 83422, all right, title and interest to the following described property:

Lot 41, Fox Creek Country Club Estates
RP000310000410A



Bonnie C. Hatch

STATE OF IDAHO }
County of Teton } ss.

On this 24 day of January, 1990, before me, the duly elected and qualified Recorder in and for Teton County, Idaho, personally appearing Bonnie C. Hatch in his/her capacity as Teton County Treasurer, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same.

C. Joanne Schiess
Anna Hill

STATE OF IDAHO }
County of Teton } ss.

I hereby certify that this instrument was filed for record at the request of Teton Co. Treasurer County, Idaho, on this 24 day of Jan. 1990, at 2:05 pm in my office and duly recorded in Microfilm

105495

Lot 43 Warranty Deeds Pedigree				
date	doc #	grantor	grantee	Instrument
8/24/1992	110811	Porter	Hunter	Mortgage
10/21/1993	114075	Porter	Hunter	Partial Release of Mortgage
11/17/1993	114409	Hunter	Langdon	Warranty Deed
5/17/1996	110790	Eicher	Langdon	Warranty Deed
10/19/2006	181497	Langdon	Spoelhof	Warranty Deed

RECORDING REQUESTED BY:
Teton County Title

Instrument # 181497

DRIGGS, TETON, IDAHO

2006-10-20 01:23:32 No. of Pages: 1

AND WHEN RECORDED MAIL TO:
Teton County Title
65 South Main
Driggs, ID 83422

Recorded for : TETON TITLE
NOLAN G. BOYLE
Ex-Officio Recorder Deputy
Index to: DEED, WARRANTY

just

RECEIVED
OCT 23 2006
TETON CO., ID
RECORDED

WARRANTY DEED

FOR VALUE RECEIVED

Janette M. Langdon, A Single Woman,

GRANTOR(S), hereby grants, bargains, sells, conveys and warrants unto

Robert W. Spoelhof and Lorene L. Spoelhof, Husband and Wife

GRANTEE(S), whose current address is: 16 Country Club Drive Victor, ID 83455

the following described premises, to wit:

Lots 41, 42 and 43 of Block 1, Fox Creek Country Club Estates, as shown on the official plat thereof, recorded June 24, 1983, as Instrument No. 92749, records of Teton County, Idaho.

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

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, their heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that it 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 this 19th day of October, 2006.

Janette M. Langdon
Janette M. Langdon

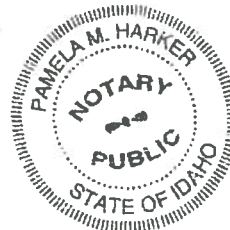
181497

STATE OF Idaho)
) ss.
COUNTY OF Teton)

On this 19th day of October, 2006, before me, the undersigned, a Notary Public, in and for said State, personally appeared Janette M. Langdon known to me, and/or identified to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.

Pamela M. Harker
Notary Public
Residing at: Tetonia, Idaho
My commission expires: January 23, 2007



181497

RECEIVED

WARRANTY DEED

NOV 17 1993

TETON Co. Id.
Clerk Recorder

For Value Received THOMAS R. HUNTER AND DEBBIE P. HUNTER, husband and wife

the grantors, do hereby grant, bargain, sell, and convey unto

JANETTE M. LANGDON, a single woman

the grantee, the following described premises, to-wit:

Lot 43 of Block 1, Fox Creek Country Club Estates, as per the recorded plat thereof, Teton County, Idaho.

Subject to reservations in United States and State Patents; existing and recorded Right-of-ways, Easements, Zoning, Building and Subdivision ordinances; Taxes and Assessments as prorated between the parties hereto.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, her heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantee, that they are the owner in fee simple of said premises; that said premises are free from all incumbrances except as hereinabove set forth and that they will warrant and defend the same from all lawful claims whatsoever.

Dated:


THOMAS R. HUNTER

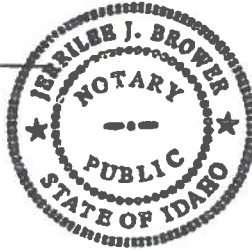

DEBBIE P. HUNTER

STATE OF IDAHO, COUNTY OF TETON
On this 12th day of November, 1993
before me, a notary public in and for
said State, personally appeared

THOMAS R. HUNTER AND DEBBIE P.
HUNTER, husband and wife

known to me to be the persons whose
names are subscribed to the within
instrument, and acknowledged to me
that they executed the same.


Notary Public
Residing at Teton, Idaho
Comm. Expires 2-27-98



114409

FILED

AT THE REQUEST OF

First American

AND 25 MINUTES PAST 3 P.M.

DATE November 17, 1993

Ass. J. Drake

CLERK OF RECORDER

BY Donnie Lee

DEPUTY

AUG 25 1992

TETON Co. Id.
Clerk Recorder

WARRANTY DEED

For Value Received DAVID N. EICHER, JR. and PHOEBE K. EICHER, husband and wife

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto
 JANETTE M. LANGDON, a single woman
 whose address is: P.O. BOX 2428, JACKSON, WY, 83001

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

Country
 Lots 40, 41, and 42 of Block 1, Fox Creek Club Estates, as per the recorded
 plat thereof, Teton County, Idaho

Subject to reservations in United States and State Patents; existing and
 recorded Right-of-ways, Easements, Zoning, Building and Subdivision
 ordinances; Taxes and Assessments as prorated between the parties hereto.

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.

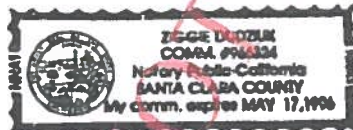
Dated:

David N. Eicher, Jr.
 DAVID N. EICHER, JR.

Phoebe K. Eicher
 PHOEBE K. EICHER

STATE OF CALIFORNIA
 COUNTY OF SANTA CLARA

On this 19 day of August, in the year 1992, before me, a Notary Public in and for said State,
 personally appeared DAVID N. EICHER, JR. and PHOEBE K. EICHER, 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.



[Signature]
 Notary Public of
 Residing at [Address]
 Commission Expires MAY 17, 1996

110790

FILED

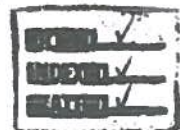
AT THE REQUEST OF

First American

AT 45 MINUTES PAST 11 a.m.

DATE Aug. 25, 1992Carol J. Drake

CLERK OF RECORDER

BY Nora Rigby
DEPUTY

OCT 2 1993

TETON COUNTY
Clerk of Court

PARTIAL RELEASE OF MORTGAGE

The real estate mortgage dated the 24th day of August, 1992 THOMAS R. HUNTER AND DEBBIE P. HUNTER, husband and wife as "Mortgagor", and CRAIG HOWARD PORTER AND JILL PORTER, husband and wife as "Mortgagee", which was recorded on the 26th day of August, 1992 as Instrument Number 110811, records of Teton County, State of Idaho, is hereby released and satisfied of record as to the following described real property included therein:

Lots 39 and 43, Block 1, Fox Creek Country Club Estates, as per the recorded plat thereof, Teton County, Idaho.

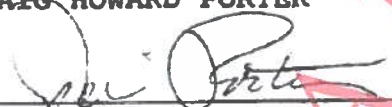
The mortgage remains in full force and effect as to the remaining real estate included in the mortgage.

Executed this day of

, 1993.

114075


CRAIG HOWARD PORTER


JILL PORTER

State of Washington)
County of King) ss

FILED
AT THE REQUEST OF

First American

AT 30 MINUTES PAST 9 A M

DATE October 21, 1993

Asa J. Drake

CLERK OF RECORDER

BY Bonnie Reese

DEPUTY

On this 18th day of October, 1993, before the undersigned, personally appeared CRAIG HOWARD PORTER AND JILL PORTER, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me they executed the same.



James E. Holmer
Notary Public for
Residing at Issaquah
My Commission expires 8-9-97



AUG 26 1992

TETON Co. Id.
Clerk Recorder

REAL ESTATE MORTGAGE

THIS MORTGAGE, Made by THOMAS R. HUNTER & DEBBIE P. HUNTER, husband and wife,

as MORTGAGOR,

whose current address is: P.O. Box 760 Driggs, Idaho 83422and CRAIG HOWARD PORTER & JILL PORTER

MORTGAGEE,

WITNESSETH, That the said MORTGAGOR, for good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey unto the said MORTGAGEE, their heirs and assigns, of the following real estate situated in Teton County, State of Idaho, to-wit:

FILED

First American

110811

AT 12 MINUTES PAST 2 P.M.

DATE August 26, 1992

Asa J. Drake

CLERK

BY Ronnie Lee

DEPUTY

FILED

INDEXED

PLAT

Lots 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 28, 33, 34, 35, 36, 37, 38, 39, 43, 50, 51, 52, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, and 71 of Block 1, Fox Creek Country Club Estates, as per the recorded plat thereof, Teton County, Idaho. ALSO commencing at the E1/4 corner of Section 23, Township 4 North, Range 45 East, Boise Meridian, Teton County, Idaho and running North 89 degrees 27'40" West, 1329.72 feet to the Northwest corner of the E1/2SE1/4 and South 0 degrees 20'51" West, 233.63 feet to the point of beginning that lies on the South line of Lot 7; thence South 89 degrees 55'43" East, 909.75 feet to the Northwest corner of Lot 16; thence South 0 degrees 20'45" West, 922.50 feet to the Northeast corner of Lot 25; thence North 89 degrees 50'01" West, 415.00 feet to the North corner of Lot 28; thence South 33 degrees 00' West, 252.72 feet to the West corner of Lot 28; thence South 33 degrees 00' East, 248.00 feet to the South corner of Lot 28; thence South 89 degrees 50'01" East, 415.00 feet to the Southeast corner of Lot 31; thence South 0 degrees 20'45" West, 644.92 feet to the Northeast corner of Lot 40; thence South 89 degrees 55'57" West, 720.83 feet to the Northwest corner of Lot 45; thence North 48 degrees 42'05" West, 27.17 feet; thence North 51 degrees 56'54" West, 212.92 feet to the point in the North line of Lot 46; thence North 0 degrees 20'51" East, 1829.56 feet to the point of beginning.

TOGETHER WITH all the improvements, privileges and appurtenances thereunto belonging and all rights of homestead exemption; together with all ditch and water rights of every nature, however evidenced, used on the said land or belonging to the same or said MORTGAGOR, which may be hereafter acquired or used upon said land. Said MORTGAGOR does hereby warrant the title to said land and water rights against all persons whomsoever, and agree to defend the same.

THIS CONVEYANCE is intended as a mortgage to secure the payment of the principal sum of

EIGHTEEN THOUSAND ONE HUNDRED NINETY AND NO/100-----DOLLARS

(\$ 18,190.00), lawful money of the United States of America, evidenced by a promissory note executed and delivered by MORTGAGOR herein, dated August 24, 1992 with final payment due August 24, 1995

TOGETHER WITH interest, costs, and expenses, as therein provided, payable to the order of the MORTGAGEE at the times and in the manner and with interest as therein set forth, together with any extensions, renewals, modifications and future advances thereof or thereunder; the performance of each agreement of MORTGAGOR herein contained; and the payment of all sums expended or advanced by MORTGAGEE under or pursuant to the terms of this Mortgage and/or the note(s), together with interest thereon as provided therein.

MORTGAGE - 1

To Protect the Security of the Mortgage, Mortgagor Covenants and Agrees:

1. To keep said property in good order and condition as it now is and not commit or permit any waste thereof;
2. To promptly make all repairs, replacements, additions, improvements and alterations thereto, interior and exterior, structural and nonstructural, which are necessary or appropriate to keep the same in good order and condition;
3. To complete or restore promptly and in a good and workmanlike manner any building or other improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor;
4. To not remove or demolish any building or other improvement thereof now or hereafter existing on the property;
5. To comply with all laws, ordinances, regulations, covenants, conditions, and restrictions affecting said property;
6. To not: 1) allow changes in the use of the property from the date of this Mortgage; 2) maintain, operate or occupy the property or allow the property to be used, maintained, operated or occupied in any manner which violates any laws, safeguarded as required by law, which constitutes a public or private nuisance, or such makes void, voidable, or cancellable or increases the premiums of any insurance required to be maintained under this Mortgage; or 3) initiate or acquiesce in a change in the zoning classification of the property; unless required by applicable law or unless MORTGAGEE has given its prior written consent.
7. To not alter the property and not, except as is necessary to maintain the property in a state of good condition and repair, make or permit to be made any alterations or additions to the property of a material nature without the prior written consent of MORTGAGEE.
8. To keep the buildings, improvements, fixtures, equipment, machinery, and appliances of the above-described property, or to be hereafter constructed or placed thereon, insured against loss by fire or other hazards, casualties, and contingencies included in the term "extended coverage" in such forms of insurance, and in such amounts, as may be required by the MORTGAGEE, but not in an amount less than the full replacement cost of all buildings, fixtures, and other insurable improvements of the property for the benefit of the MORTGAGEE, with loss payable solely to MORTGAGEE, and to deliver all policies to MORTGAGEE, which delivery shall constitute an assignment to MORTGAGEE of all return premiums; Neither destruction of the property in whole or in part nor the application of insurance proceeds to reconstruct the premises or to reduce the indebtedness secured by this Mortgage shall cause suspension, extension or abatement of payments under the note, serviced hereby unless the entire indebtedness is paid by the application of said insurance proceeds;
9. To pay in full immediately and discharge before delinquent all encumbrances, taxes and assessments, charges, liens and other impositions, with interest and penalties, on said property or any part thereof, including, and to pay in full immediately and discharge before delinquent, all dues or assessments upon said ditch or water rights or water stock. MORTGAGOR shall pay, when due, all claims of all persons supplying labor or materials to or in connection with the property when due.
10. To pay all costs, fees, and expenses, of this Mortgage, including, but not limited to, cost of search and evidence of title and advertising expense and attorneys' fees incurred in enforcing any of the provisions of this Mortgage, or in exercising any remedies hereunder, whether the same be incurred pursuant to limitations, any form of bankruptcy proceedings or otherwise, which sums shall also be secured by this Mortgage. Nothing in this paragraph shall limit any provision of any statute which requires MORTGAGOR to pay more attorneys' fees than as provided in this paragraph.

It is Mutually Agreed that:

11. Should the property or any part thereof be taken or damaged by reason of any public improvement or condemnation proceeding, or damaged by fire, or earthquake, or in any other manner, MORTGAGEE shall be entitled to all compensation, awards and other payments or relief therefor, and shall be entitled at their option to commence, appear in and prosecute in their own names, any action or proceeding or to make any compromise or settlement, in connection with such taking or damage. All such compensation, awards, damages, rights or action and proceeds, including the proceeds of any policies of fire and other insurance affecting said property, are hereby assigned to MORTGAGEE, who may after deducting therefrom all of its expenses, including attorneys fees, release any moneys so received by it or apply the same on any indebtedness secured hereby. MORTGAGOR agrees to promptly notify MORTGAGEE of any action or proceeding relating to any condemnation or other taking, whether direct or indirect, of the property, or part thereof, and MORTGAGOR shall appear in and prosecute any such action or proceeding unless otherwise directed in writing by MORTGAGEE. MORTGAGOR authorizes MORTGAGEE, at MORTGAGEE'S option, as attorney-in-fact for MORTGAGOR, to commence, appear in, and prosecute, in MORTGAGEE'S or MORTGAGOR'S name, any action or proceeding relating to any condemnation or taking of the property, whether direct or indirect, and to settle or compromise any claim in connection with such condemnation or taking. MORTGAGOR agrees to execute such further evidences of assignment of awards, proceeds, damages, or claims arising in connection with such condemnation as MORTGAGEE may require. Unless said indebtedness is paid in full by the application of said awards, no such award or application thereof shall constitute a reduction in or abatement of any payments required by the Note.
12. MORTGAGOR shall pay the indebtedness, secured by this Mortgage as and when called for in the documents evidencing the same and will fully and promptly perform all of the obligations under the Note and this Mortgage as such performance becomes due.
13. The term "Event of Default," as used in this Mortgage, shall mean the occurrence or happening, at any time and from time to time, or any one or more of the following:

(a) If MORTGAGOR shall fail to pay, in full, any payment or any portion of the indebtedness secured by this Mortgage, when the same shall become due and payable, whether at the due date thereof stipulated in the Note and this Mortgage, or by acceleration or otherwise; or

(b) If MORTGAGOR shall fail, refuse or neglect to perform and discharge fully and timely any of the other obligations of MORTGAGOR under the Note and/or this Mortgage; or

(c) If the property is materially demolished, destroyed or substantially damaged and suitable arrangements are not made with MORTGAGEE by MORTGAGOR to reconstruct the same or if the same cannot be repaired within 120 days from the date of destruction.

14. Upon the occurrence of any Event of Default, as that term is defined above, MORTGAGEE, at MORTGAGEE'S option, may declare all of the indebtedness and other sums secured by this Mortgage to be immediately due and payable without further demand, and those remedies hereunder, under any of the Note and/or permitted by applicable law regarding Mortgages may be invoked.

15. In addition to the foregoing, MORTGAGEE'S rights in the Event of Default shall include, but shall not be limited to, the right of MORTGAGEE to:

(a) Take possession and hold, occupy, operate, and use the property, together with the personality, without liability or obligation on its part, and to do all acts affecting said property as MORTGAGEE may deem necessary to keep the property in good condition and repair and to conserve the value thereof;

(b) To the extent permitted by law, bring an action to collect any installment which is due or past due and payable without affecting or losing the security of this Mortgage or waiving any other right or remedy allowed by law;

(c) Foreclose this Mortgage in the manner provided by law for the foreclosure of mortgages on real property, bring an action for damages, or exercise such other remedy or combination of remedies as MORTGAGEE may have under law or equity.

(d) Apply to a Court of competent jurisdiction for the appointment of a receiver to take charge of the property and, with or without the appointment of a receiver: 1) collect the rents, issues and profits therefrom; 2) care for and repair the same, and improve the same when necessary or desirable; 3) lease and rent the property or portions thereof (including leases existing beyond the term of receivership); and 4) otherwise use and utilize the property, and have such other powers as may be fixed by any Court of competent jurisdiction. MORTGAGOR specifically agrees that the receiver may be appointed without any notice to MORTGAGOR whatsoever, and the Court may appoint the receiver without reference to the adequacy or inadequacy of the security, or the solvency or insolvency of MORTGAGOR, and without reference to other matters normally taken into account by courts in the discretionary appointment of receivers, it being the intention of MORTGAGOR to hereby authorize the appointment of a receiver when MORTGAGOR is in default and MORTGAGEE has requested the appointment of a receiver. MORTGAGOR hereby agrees and consents to the appointment as receiver the person or firm designated by MORTGAGEE and hereby waive its rights to suggest or nominate any such person or firm in opposition to MORTGAGEE.

No remedy herein provided shall be exclusive of any other remedy which now exists or such may hereafter exist under the Note in favor of MORTGAGEE or by law. Every power or remedy given to MORTGAGEE or to which they may be otherwise entitled, may be exercised from time to time and as often as may be deemed expedient by them, and they may pursue inconsistent remedies. If MORTGAGEE holds any additional security for any obligation secured hereby it may enforce the sale thereof at its option, either before, contemporaneously with, or after the sale is made hereunder, and in the event of any default of MORTGAGOR, MORTGAGEE may, at its option, offset against any indebtedness secured hereby. Should it become necessary for MORTGAGEE, by its election, to pursue any of the remedies hereinabove prescribed, either personally or through its agents, to enter upon and take possession of the property or any part thereof, and collect the rents, issues and profits therefrom, MORTGAGEE shall be entitled to receive as compensation for its management fee an amount customarily charged for such services by reputable management firms.

The purchasers at any foreclosure sale hereunder may disaffirm any easement or right-of-way granted or rental or lease contract made after the execution of this Mortgage and may take immediate possession of the property free from, and despite the terms of, such grant and/or rental and/or lease contract.

MORTGAGEE shall have all rights, remedies and recourses granted in the Note and this Mortgage and available at law or equity and the same (a) shall be cumulative and concurrent, (b) may be pursued against MORTGAGOR, at the sole discretion of MORTGAGEE, (c) may be exercised as often as occasion therefor shall arise, it being agreed by MORTGAGOR that the exercise or failure to exercise any of the same shall in no event be construed as a waiver or release thereof or of any other right, remedy or recourse, and (d) are intended to be, and shall be, non-exclusive.

The liability of the MORTGAGOR for payment of the indebtedness and performance of the obligations shall be joint and several.

If all or any part of the property or interest therein is sold or transferred by MORTGAGOR including, but not limited to, (1) the execution by MORTGAGOR of a contract sale with respect to the property, (2) the grant of a leasehold estate in the property or any part thereof for a period of greater than five (5) years, (3) the transfer or sale of the property by a creditor or judgement holder with respect to MORTGAGOR or (4) the transfer of a leasehold estate in the property or any part thereof containing an option to purchase without MORTGAGEE'S prior written consent, excluding the grant of any leasehold estate in the property of five (5) years or less not containing an option to purchase, MORTGAGEE may, at MORTGAGEE'S option, declare all of the indebtedness to be immediately due and payable. MORTGAGEE shall be waived such option to accelerate if, prior to the sale or transfer, MORTGAGEE, MORTGAGOR and the person or entity to whom the property is to be sold or transferred reach an agreement in writing otherwise.

If MORTGAGEE exercises such option to accelerate, MORTGAGEE shall give MORTGAGOR notice of acceleration. Said notice shall provide a period of not less than thirty (30) days from the date of the notice is mailed in which MORTGAGOR may pay the sums declared due. If MORTGAGOR shall fail to pay such sums prior to the expiration of such period, MORTGAGEE may, without further notice or demand on MORTGAGOR, consider this Mortgage in a state of default and exercise the remedies set forth herein with respect to an Event of Default occurring under this Mortgage.

A consent by MORTGAGEE to one or more sales or above transfers of the property shall not constitute a waiver of the provisions, nor shall it constitute a consent to or for any future sales or transfers by MORTGAGOR, their successors or assigns, and any further sale or transfer of the property by MORTGAGOR, their successors or assigns, or any of them, shall give MORTGAGEE the acceleration rights provided above.

16. Except for any notice required under applicable law to be given in another manner:

(a) Any notice to MORTGAGOR provided for in the Mortgage shall be given by personal delivery or by mailing such notice addressed to MORTGAGOR at the following current address:

THOMAS R. HUNTER & DEBBIE P. HUNTER
P.O. BOX 760
DRIGGS, ID 83422

or at such other address as MORTGAGOR may designate by notice to MORTGAGEE as provided herein, and shall be deemed given, upon such personal delivery or deposit in the United States mail, first class postage fully prepaid;

(b) Any notice to MORTGAGEE shall be given by personal delivery or by first class United States mail to:

CRAIG HOWARD PORTER & JILL PORTER
P.O. BOX 7096
RENO, NV 89510

or to such other address as MORTGAGEE may designate by notice to MORTGAGOR as provided herein, and shall be effective upon such personal delivery or deposit in such mail, postage fully prepaid.

17. This Mortgage shall be governed by the laws of the State of Idaho. In the event that any provision or clause of the Note, or this Mortgage, conflicts with applicable law, such conflict shall not affect other provisions of the Note or this Mortgage which can be given effect without the conflicting provision, and to this end the provisions of the Note and this Mortgage are declared to be severable.

18. It is hereby expressly stipulated and agreed to be the intent of MORTGAGOR and MORTGAGEE at all times to comply with the usury, and all other laws relating to this Mortgage and the Note. If, at any time, the applicable law renders usurious any amount called for in any of this Mortgage, and/or the Note, then it is MORTGAGOR'S and MORTGAGEE'S express intent that such document be immediately deemed reformed and the amounts collectible reduced, without the necessity of the execution of any new documents, so as to comply with the then applicable law but so as to permit the recovery of the fullest amount otherwise called for in this Mortgage and the Note and any amounts previously collected in excess of the amount permitted under applicable usury laws shall be either applied as a credit against the unpaid indebtedness due under the Note, or be refunded to MORTGAGOR, at MORTGAGEE'S sole option.

IN WITNESS WHEREOF, the said Mortgagor hereunto subscribe their name(s) this 24th day of August, 1992.

Thomas R. Hunter
Thomas R. Hunter

Debbie P. Hunter
Debbie P. Hunter

STATE OF IDAHO)
COUNTY OF TETON)

On this 24th day of August, in the year 1992, before me a Notary Public of said State, personally appeared Thomas R. Hunter & Debbie P. Hunter known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

James W. Pini
Notary Public for Idaho
Residing at Driggs
My Commission Expires: 5-19-94