

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED
JUL 02 2013
DEPARTMENT OF WATER RESOURCES
SOUTHERN REGION

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
37-11755	Yes ☐		Yes ☐		Yes ☐
37-11757	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: John H. Clark
Name of current water right holder/claimant: EDWARD A. MACK / KAREN S. MACK

3. New Owner(s)/Claimant(s): Edward A. Mack / Karen S. Mack
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☒ and/or
- P.O. Box 7821 Hailey Id. 83333
Mailing address City State ZIP
- (208) 788-0157 KOTHALAMOON@YAHOO.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: 3/26/12

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. X 2 \$50.
 - ☐ \$100 per split water right.
 - ☐ No fee is required for pending adjudication claims.

8. Signature: Edward A. Mack owner 3/26/12 / 6/24/13
Signature of new owner/claimant Title, if applicable Date
- Signature: Karen S. Mack owner 3/26/12 / 6/24/13
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by DM Date 7.3.2013 Receipt No. 5033351 Receipt Amount \$50-

Approved by _____ Processed by _____ Date _____ **IN FILE # 37-11755**



Fidelity National Title
Insurance Company

Order No.: 1072667-nw /385192 k
REO Loan No: 00766867

Instrument # 595891

HAILEY, BLAINE, IDAHO
03-26-2012 3:12:00 PM No. of Pages: 3
Recorded for: FIDELITY NATIONAL TITLE - BOISE
JOLYNN DRAGE Fee: \$16.00
Ex-Officio Recorder Deputy: mpp
Electronically Recorded by Simplifile

SPECIAL WARRANTY DEED

FOR VALUE RECEIVED

**The Bank of New York Mellon FKA The Bank of New York as Trustee for the
Certificateholders CWMBS, Inc. CHL Mortgage Pass-Through Trust 2005-29
Mortgage Pass-Through Certificates, Series 2005-29**

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

Edward A Mack and Karen S Mack, husband and wife

PO Box 2821
whose address is ~~128 Willow Circle~~, **Hailey, ID 83333**, the Grantee(s), the following
described premises, in Blaine County, Idaho, TO WIT:

**LOT 8 IN BLOCK 1 AND AN UNDIVIDED 1/7 INTEREST IN WILLOW CIRCLE OF ZINC
SPUR RANCH UNIT THREE, ACCORDING TO THE OFFICIAL RECORDED PLAT THEREOF,
RECORDED AS INSTRUMENT NO. 174071, RECORDS OF BLAINE COUNTY, IDAHO.**

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 of all persons
claiming by, through, or under grantors, but to none other.

The Grantee(s), of the real property described herein may not re-sell, record an additional
conveyance document, or otherwise transfer title to the real property described herein within 60 days
following execution of this Deed.

Effective this 23 day of March, 2012.

**The Bank of New York Mellon FKA The
Bank of New York as Trustee for the
Certificateholders CWMBS, Inc. CHL
Mortgage Pass-Through Trust 2005-29
Mortgage Pass-Through Certificates,
Series 2005-29**



By: Bank of America, N.A., successor by merger
to BAC Home Loans Serving, LP, FKA Countrywide
Home Loans Servicing LP it's Attorney in fact
Laura Iniguez, Assistant Vice President
REO#00766867

State of _____

See Attached

County of _____

On this ____ day of _____ 2012, before me the undersigned, a
Notary Public in and for said state, personally appeared _____,
the _____ of Bank of America, N.A., successor by merger
to BAC Home Loans Serving, LP, FKA Countrywide Home Loans Servicing LP, known or
identified to me to be the individual who executed the within and foregoing instrument, as
the attorney in fact of **The Bank of New York Mellon FKA The Bank of New York as
Trustee for the Certificateholders CWMBS, Inc. CHL Mortgage Pass-Through Trust
2005-29 Mortgage Pass-Through Certificates, Series 2005-29** thereto as principal and
his/her own name as attorney in fact.

Notary Public Name: _____

Residing at _____

My Commission Expires: _____

RECORDING REQUESTED BY:
RECONTRUST COMPANY, N.A.
2380 Performance Dr
Richardson, TX 75082

Instrument # 588912
HAILEY, BLAINE, IDAHO
07-11-2011 2:10:53 PM No. of Pages: 2
Recorded for: NORTHWEST TITLE
JOLYNN DRAGE Fee: \$13.00
Ex-Officio Recorder Deputy: AR
Electronically Recorded by Simplifile

WHEN RECORDED MAIL TO:
Bank of America, N.A.
Attn: Foreclosure (Idaho)
400 National way
SIMI VALLEY, CA 93065

TS No. 10-0039153
Title Order No. NWT002617
Parcel No. RP006400010080A

TRUSTEE'S DEED

RECONTRUST COMPANY, N.A., as Trustee under the Deed of Trust hereinafter particularly described, does hereby Bargain, Sell and Convey, without warranty, to THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE CERTIFICATEHOLDERS CWMBS, INC., CHL MORTGAGE PASS-THROUGH TRUST 2005-29 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-29, of 400 National Way SV-35 Simi Valley, CA, 93065, hereinafter called Grantee, all of the real property situated in the County of Blaine, State of Idaho, described as follows:

LOT 8, TOGETHER WITH AN UNDIVIDED 1/7 INTEREST IN WILLOW CIRCLE, OF ZINC SPUR RANCH UNIT 3, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED JUNE 6, 1977 AS INSTRUMENT NO. 174071, RECORDS OF BLAINE COUNTY, IDAHO.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be converted by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

This conveyance is made pursuant to the powers conferred upon said Trustee by that certain Deed of Trust recorded 09/30/2005 as Instrument Number 526808, and executed by JOHN H CLARK, A SINGLE MAN, as Grantor(s) in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., as Beneficiary, records of Blaine County, state of Idaho, and after the fulfillment of the conditions specified in said Deed of Trust authorizing this conveyance as follows:

(a) Default occurred in the obligations for which said Deed of Trust, and any supplemental modifications thereto, were given as security, and the Beneficiary made demand upon said Trustee to sell said property pursuant to the terms of said Deed of Trust.

Notice of Default was recorded as Instrument No. 575996, records of Blaine County, Idaho, and in the Office of the Recorder of each other county in which the property, or any part thereof, described in said Deed of Trust, is situated, the nature of such default being set forth in said Notice of Default; such default still existing at the time of sale.

(b) After recordation of said Notice of Default, Trustee gave notice of the time and place of the sale of said property by registered or certified mail, return receipt requested, by personal service upon the occupants of said real property and/or by posting in a conspicuous place on said premises, and by publishing in a newspaper of general circulation in each of the counties in which said property is situated, in accordance with 45-1506(1) through 45-1506(7), Idaho Code, and 45-1506A(3), Idaho Code, when applicable, and as more fully appears in the affidavits recorded at least (20) days prior to the date of sale, and in accordance with 45-1506A(4), Idaho Code, when applicable, as Instrument Nos. 578366, and concurrently therewith when applicable, records of Blaine, Idaho.

(c) The provisions, recitals and contents of the Notice of Default referred to in paragraph (a) supra and of the affidavits referred to in paragraph (b) supra, and any supplemental Affidavits attached hereto, shall be, and are hereby incorporated herein, and made a part of by this reference, for all purposes as though set forth herein at length.

(d) All requirements of law regarding the mailing, personal service, posting, publication of the Notice of Sale, and recording of Notice of Default and of all other notices, affidavits and recordings in accordance with Title 45-1503 et al, Idaho Code, 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 sale of said property.

(f) Trustee, at the time and place of said sale fixed by said notice, at public auction, in one parcel, struck off to Grantee, THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE CERTIFICATEHOLDERS CWMBS, INC., CHL MORTGAGE PASS-THROUGH TRUST 2005-29 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-29, being the highest bidder therefore, the property herein described for the sum of \$360,000.00, subject to, however, all superior and/or prior liens and encumbrances. No person or corporation offered to take any part of said property less than the whole thereof for the amount of principal, interest, advances and costs.

IN WITNESS WHEREOF, the Trustee, pursuant to a resolution of its Board of Directors, has caused its corporate name to be hereto subscribed this day.

Dated: JUL 06 2011, 20

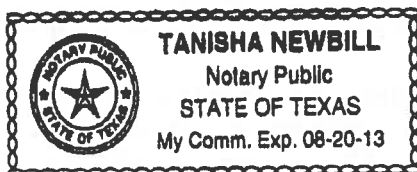
RECONTRUST COMPANY, N.A.

Stephanie Y. King 7-8-11
By: Stephanie Y. King Auth. Sign.

State of Texas)
County of Tarrant) ss.

On 8 day of July 2011, before me,
Tanisha Newbill, notary public, personally appeared Stephanie Y. King Auth. Sign., personally known to me (or 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 entities upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.



Tanisha Newbill
Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of VENTURA

On 3/23/12 before me, Eleanor Rosa, **NOTARY PUBLIC**

Date

Here Insert Name and Title of the Officer

personally appeared Laura Iniguez

Name(s) of Signer(s)

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.



Place Notary Seal Above

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 of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Special Warranty Deed

Document Date: 3/23/12

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Laura Iniguez

☐ Individual

☒ Corporate Officer — Title(s): AVP

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Individual

☒ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
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OF SIGNER
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