

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED
MAY 23 2012

DEPT. 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?
36-00123F	Yes ☐		Yes ☐		Yes ☐
36-07278	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Fadia Nancy Rice Living Trust
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Lynn J. & Kathy L. Babington
Name of each new owner as listed on the conveyance document

AD-B
2825
KLB
New owner continued ☐ Name connector ☐ and ☐ or ☒ and/or
2825 South 1050 East
Mailing address
Hagerman, Idaho 83332
City State ZIP
208-837-4860 arkfish@q.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: May 10, 2012

6. 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.

7. Signature: [Signature] Owner 5-22-12
Signature of new owner/claimant Title, if applicable Date
Signature: [Signature] owner 5-22-12
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by DM Date 5-23-2012 Receipt No. 5032578 + 5032579 Receipt Amt. \$25- \$25-
Approved by _____ Processed by _____ Date _____

SUPPORT DATA

IN FILE # 36-123F

After recording return to and send all tax statements to the following address

Lynn J Babington and Kathy L Babington

2025 S 1050 E

Hagerman, ID 83332

GG - 11707

SPECIAL CORPORATE WARRANTY DEED

FOR VALUE RECEIVED Federal National Mortgage Association its successors and assigns organized and existing under the laws of the United States of America a corporation duly organized and existing under the laws of the State of Idaho, grantor, does hereby Grant, Bargain, Sell and Convey to Lynn J Babington and Kathy L Babington, husband and wife.

Whose address is: 2025 S 1050 E Hagerman, ID 83332

Grantee, the following described real estate, to-wit:

Property commonly known as 1109 E 2900 S, Hagerman ID 83332 RP07S13E360005A, RP07S14E313175A

Township 7 South, Range 13 East of the Boise Meridian, Gooding County, Idaho

Section 36: A parcel of and located in the NE $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$

AND IN

Township 7 South, Range 14 East of the Boise Meridian, Gooding County, Idaho

Section 31: A parcel of land located in Government Lot 1, more particularly described as follows:

Beginning at the Section corner common to Sections 25 and 36, Township 7 South, Range 13 East of the Boise Meridian and Sections 30 and 31, Township 7 South, Range 14 East of the Boise Meridian;
THENCE North 00°17'00" East, 15.02 feet East of the centerline of a County road;
THENCE North 89°48'39" West 212.24 feet along said centerline of a County road;
THENCE South 00°01'21" West, 40.00 feet West of the South boundary of said County road and the centerline of Billingsley Creek, being the TRUE POINT OF BEGINNING;
THENCE along the centerline of Billingsley Creek the following courses;
THENCE South 16°54'15" West, 69.20 feet;
THENCE South 09°33'25" East, 94.87 feet;
THENCE South 12°37'12" East, 93.37 feet;
THENCE South 23°35'05" East, 53.51 feet;
THENCE South 15°19'22" West, 84.36 feet;
THENCE South 32°20'22" East, 40.70 feet;
THENCE South 00°53'23" East, 84.67 feet;
THENCE South 67°33'10" East, 154.04 feet;
THENCE from said centerline of Billingsley Creek, North 03°43'45" East, 65.93 feet;
THENCE South 84°47'11" East, 29.71 feet;
THENCE North 00°34'48" East, 79.01 feet;
THENCE North 54°14'33" East, 86.44 feet;
THENCE North 49°44'21" East 138.76 feet;
THENCE North 41°54'09" East, 132.99 feet;
THENCE North 34°08'59" East, 212.55 feet East to the South boundary of said County road;
THENCE along the South boundary of said County road North 89°48'39" West, 599.46 feet to the TRUE POINT OF BEGINNING.

GRANTEE HEREIN SHALL BE PROHIBITED FROM CONVEYING CAPTIONED PROPERTY FOR A SALE PRICE OF GREATER THAN \$157,380.00 FOR A PERIOD OF 3 MONTH(S) FROM THE DATE OF THIS DEED. GRANTEE SHALL ALSO BE PROHIBITED FROM ENCUMBERING SUBJECT PROPERTY WITH A SECURITY INTEREST IN THE PRINCIPAL AMOUNT OF GREATER THAN \$157,380.00 FOR A PERIOD OF 3 MONTH(S) FROM THE DATE OF THIS DEED. THESE RESTRICTIONS SHALL RUN WITH THE LAND AND ARE NOT PERSONAL TO

TO HAVE AND TO HOLD The said premises, with their appurtenances unto the said Grantee, his heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that it is the owner in a fee simple of said premises; that they are free from all encumbrances and that it will warrant and defend the same from all lawful claims whatsoever, except as to the reservations from and exceptions to warranty when the claim is by, through or under Grantor, but not otherwise.

DATED: May 7, 2012.

Federal National Mortgage Association

FNMA by
Jennifer Grindle
For RCO as
AIF

By: [Signature]

Routh Crabtree Olsen P.S., its Attorney in Fact

STATE OF Washington }
COUNTY OF King } SS:

I certify that I know or have satisfactory evidence that JENNIFER GRINDLE is the person who signed this instrument, on oath stated that she is authorized to execute the instrument and acknowledged it on behalf of Routh Crabtree Olsen, P.S., as the Attorney in Fact for Federal National Mortgage Association to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: May 7, 2012.



[Signature]
Notary Public in and for the State of Washington
Residing at: North Bend
My Appointment Expires: 8/20/2015

Instrument # 218794

GOODING, GOODING, IDAHO

2006-10-25

03:42:15 No. of Pages: 2

Recorded for : GOODING TITLE

DENISE M. GILL

Fee: 6.00

Ex-Officio Recorder Deputy

G060321

PERSONAL REPRESENTATIVE DEED

DAN LEE, Personal Representative of the Estate of CHARLES P. JOHNSON, GRANTOR, conveys to FADIA NANCY RICE, Trustee of THE FADIA NANCY RICE LIVING TRUST, Dated November 29, 2001, GRANTEE, whose address is 507 RICHARDSON LANE, GLENDORA, CA 91741, all right, title, and interest of CHARLES P. JOHNSON, deceased, in and to the following described property located in Hagerman, situated in the County of Gooding, State of Idaho:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART THEREOF

TOGETHER with 4.69 CFS and .05 CFS of Idaho Department of Water Resources water. Water right numbers 36-7278 and 36-123.

Dated this 24th day of October, 2006.

 Personal Representative

DAN LEE

Personal Representative of the Estate of
CHARLES P. JOHNSON

STATE OF IDAHO }
 }ss.
County of Gooding }

On this 24th day of October, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared DAN LEE, known to me to be the Personal Representative of the Estate of CHARLES P. JOHNSON, deceased, and acknowledged to me that he executed the same as such Personal Representative.

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

Residing at: Hagerman, ID

My commission expires: September 18, 2012

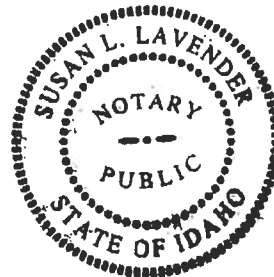


EXHIBIT A
G060321

Township 7 South, Range 13 East, Boise Meridian, Gooding County, Idaho

Section 36: A parcel of land located in the NE1/4NE1/4NE1/4

AND IN

Township 7 South, Range 14 East, Boise Meridian, Gooding County, Idaho

Section 31: Part of Government Lot 1, more specifically described as follows:

Beginning at the Section corner common to Sections 25 and 36, Township 7 South, Range 13 East, Boise Meridian and Sections 30 and 31, Township 7 South, Range 14 East, Boise Meridian;

Thence North 00° 17' 00" East, 15.02 feet East of the centerline of a County road;

Thence North 89° 48' 39" West 212.24 feet along said centerline of a County road;

Thence South 00° 01' 21" West, 40.00 feet West of the South boundary of said County road and the centerline of Billingsley Creek, being the TRUE POINT OF BEGINNING;

Thence along the centerline of Billingsley Creek the following courses;

Thence South 16° 54' 15" West, 69.20 feet;

Thence South 09° 33' 25" East, 94.87 feet;

Thence South 12° 37' 12" East, 93.37 feet;

Thence South 23° 35' 05" East, 53.51 feet;

Thence South 15° 19' 22" West, 84.36 feet;

Thence South 32° 20' 22" East, 40.70 feet;

Thence South 00° 53' 23" East, 84.67 feet;

Thence South 67° 33' 10" East, 154.04 feet;

Thence from said centerline of Billingsley Creek, North 03° 43' 45" East, 65.93 feet;

Thence South 84° 47' 11" East, 29.71 feet;

Thence North 00° 34' 48" East, 79.01 feet;

Thence North 54° 14' 33" East, 86.44 feet;

Thence North 49° 44' 21" East, 138.76 feet;

Thence North 41° 54' 09" East, 132.99 feet;

Thence North 34° 08' 59" East, 212.55 feet East to the South boundary of said County road;

Thence along the South boundary of said County road North 89° 48' 39" West, 599.46 feet to the TRUE POINT OF BEGINNING.

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

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

Instrument # 240540
GOODING COUNTY, GOODING, IDAHO
03-14-2012 12:58:59 No. of Pages: 4
Recorded for: NEXTITLE
DENISE GILL Fee: \$19.00
Ex-Officio Recorder Deputy: MJS
Electronically Recorded by Simplifile

TS No. 11-0047234
Title Order No. NWT026370
Parcel No. RP 07S13E360005 A AND RP 07S14E313175 A

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 FEDERAL NATIONAL MORTGAGE ASSOCIATION, of 400 National Way SV-35 Simi Valley, CA, 93065, hereinafter called Grantee, all of the real property situated in the County of Gooding, State of Idaho, described as follows:

SEE ATTACHED LEGAL DESCRIPTION

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 05/23/2008 as Instrument Number 226553, and executed by FADIA NANCY RICE, TRUSTEE OF THE FADIA NANCY RICE LIVING TRUST, as Grantor(s) in favor of BANK OF AMERICA, N.A., as Beneficiary, records of Gooding 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. 238154, records of Gooding 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. 240150, and concurrently therewith when applicable, records of Gooding, 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, FEDERAL NATIONAL MORTGAGE ASSOCIATION, being the highest bidder therefore, the property herein described for the sum of \$181,546.08, 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: MAR 13 2012

RECONTRUST COMPANY, N.A.

By:

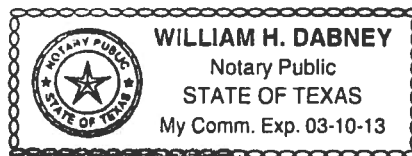
Jarael Johnson

3/13/12
AVP

STATE OF Texas)

COUNTY OF Tarrant)

On 3-13-2012, before me William H. Dabney, personally appeared Jarael Johnson, AVP, known to me (or proved to me on the oath of — or through 85) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.



Witness my hand and official seal.

William H. Dabney
Notary Public

LEGAL DESCRIPTION

TS# 11-0047234

EXHIBIT A

LEGAL DESCRIPTION AS SHOWN ON DEED OF TRUST:

Township 7 South, Range 13 East Boise Meridian, Gooding County, Idaho

Section 36: A parcel of land located in the NE1/4NE1/4NE1/4

And in

Township 7 South, Range 14 East Boise Meridian, Gooding County, Idaho

Section 31: Part of Government Lot 1, more specifically described as follows:

Beginning at the Section corner common to Sections 25 and 36, Township 7 South, Range 13 East, Boise Meridian and Sections 30 and 31, Township 7 South, Range 17 East, Boise Meridian;

Thence North 00 deg 17 min 00 sec East, 15.02 feet East of the centerline of a County Road;

Thence North 89 deg 48 min 39 sec West, 212.24 feet along said centerline of a County Road;

Thence South 00 deg 01 min 21 sec West, 40.00 feet West of the South boundary of said County Road and the centerline of Billingsley Creek, being the true point of beginning;

Thence along the centerline of Billingsley Creek the following courses;

Thence South 16 deg 54 min 15 sec West, 69.20 feet;

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Thence South 12 deg 37 min 12 sec East, 93.37 feet;

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Thence South 15 deg 19 min 22 sec West, 84.36 feet;

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Thence South 00 deg 53 min 23 sec East, 84.67 feet;

Thence South 67 deg 33 min 10 sec East, 154.04 feet;

Thence from said centerline of Billingsley Creek, North 03 deg 43 min 45 sec East, 65.93 feet;

Thence South 84 deg 47 min 11 sec East, 29.71 feet;

Thence North 00 deg 34 min 48 sec East, 79.01 feet;

Thence North 54 deg 14 min 33 sec East, 86.44 feet;

Thence North 49 deg 44 min 21 sec East, 138.76 feet;

Thence North 41 deg 54 min 09 sec East, 132.99 feet;

Thence North 34 deg 08 min 59 sec East, 212.55 feet East to the South boundary of said County Road;

thence along the South boundary of said County Road North 89 deg 48 mm 39 sec West, 599.46 feet to the true point of beginning.

MORE CORRECTLY DESCRIBED AS:

Township 7 South, Range 13 East, Boise Meridian, Gooding County, Idaho

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