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APR 19 2011

Department of Water Resources
Eastern Region

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

Please print or type. Attach pages with additional information. Instructions are included at the end of this form. Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case IDWR will produce new water right number(s) for the split(s).

Water Right No(s)	Adjudication Claim No(s)	Split(s)	Water Right No(s)	Adjudication Claim No(s)	Split(s)
29-11345	OK #				

2. The following **REQUIRED** information must be submitted with this form:

- (A) The appropriate **FILING FEE**. See instructions for fee amounts.
- (B) A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- (C) Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are on file with the county Planning and Zoning or Recorder's Office).

OR

- D. If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency or equivalent **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s) Michael N. Fisher & Karen M. Fisher
1724 N. Mink Cr. Rd.
Pocatello, ID 83204
4. New Owner/Claimant(s) Michael N. Fisher & Sandra M. Fisher
Name Connector (Check one): ☒ and, ☐ or, ☐ and/or
 New Mailing Address 1724 N. Mink Cr. Rd.
 City, State and ZIP Code Pocatello, ID 83204
 New Telephone Number (208) 233-6705 Email: fish taco 711@yahoo.com

5. Date you acquired the property Dec. 1989
6. **If the change in ownership affects the entire water right for each water right or adjudication claim number listed in line 1, then skip this line and go to line 7.** If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (you may copy this page, if necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right will not be split, skip this area and proceed to line 7)		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Water Right and/or Adjudication Claim Number _____		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number _____		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number _____		
Irrigation		
Stock		
Domestic		
Other		
Totals		

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

7. Signature(s) of New Owner(s) or Claimant(s) Michael D. Felt (title if applicable)
Sandra M. Felt (title if applicable)

IT IS IMPORTANT TO FILE THIS COMPLETED FORM AT THE APPROPRIATE IDWR OFFICE, WITH PAYMENT OF THE FILING FEE AND THE OWNERSHIP DOCUMENT(S), AS REFERRED TO IN LINE 2.

For IDWR Office Use Only:

Received by [Signature]
 Received by [Signature]
 Processed by _____ AJ

Date 4/19/2011
 Date 4/19/2011
 Date _____

Receipt Amt. \$25.00
 Receipt No. E030582
 WR _____ Date _____

FILED
BANNOCK COUNTY
CLERK OF THE COURT
2007 MAR 16 PM 1:41

IN THE DISTRICT COURT FOR THE SIXTH JUDICIAL DISTRICT
FOR THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK
MAGISTRATE DIVISION

MICHAEL N. FISHER,

Plaintiff,

vs.

KAREN M. FISHER,

Defendant.

CASE NO: CV-2007-875-DR

DECREE OF DIVORCE

This matter came before the Honorable Gaylen L. Box, Magistrate Judge, Bannock County, Pocatello, Idaho. Upon review of the file, the Court finds as follows:

1. Plaintiff has been a resident of the State of Idaho for at least six weeks preceding the filing of the Complaint in this matter.
2. Defendant has been duly and regularly served with a Summons and Complaint.
3. The Parties have agreed that the Court may proceed to finalize this matter and enter a Decree of Divorce pursuant to the terms and conditions of the Agreement entered into between the Parties.

Based upon the foregoing findings of fact and after due deliberation by the Court, IT IS ORDERED, ADJUDGED AND DECREED:

- A. The Parties are hereby granted a Decree of Divorce from one another on the grounds of irreconcilable differences.

B. The Marital Dissolution Agreement entered into between the Parties is made a part of this Decree, the same as if it was fully set forth herein. A true and correct copy thereof is incorporated, merged and integrated herein and attached hereto.

DATED this ____ day of February 2007.

MAR 16 2007



GAYLEN L. BOX, MAGISTRATE
SIXTH JUDICIAL DISTRICT COURT

CERTIFICATE OF SERVICE

MAR 16 2007

I certify that on the ____ day of February 2007 a copy of the foregoing was served on the following named persons at the addresses shown and in the manner indicated.

Thomas F. Dial
Dial, May and Rammell, Chtd.
P.O. Box 370
Pocatello, ID 83204
(2 Certified Copies)

[x] U.S. Mail

Dennis W. Olley
Attorney at Law
P.O. Box 400
Pocatello, ID 83204

[x] U.S. Mail

Dale Hatch
Clerk of the Court

By: 

Deputy Clerk

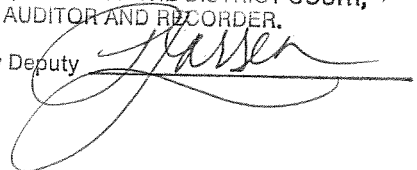
STATE OF IDAHO }
County of Bannock } ss.

I hereby certify that the foregoing is a full, true and correct copy of an instrument as the same now remains on file and of record in my office.

WITNESS my hand and official seal hereto affixed

this 16 day of March, 2007

DALE HATCH, CLERK OF THE DISTRICT COURT,
EX OFFICIO AUDITOR AND RECORDER.

By Deputy 

MARITAL DISSOLUTION AGREEMENT

I. PREMISES

This Agreement is entered into between Michael N. Fisher and Karen M. Fisher who married on 1 July 1978 in the City of Hollister, California. They have two Children born of the marriage, however, both are of adults. No Children are expected.

The Parties separated on the 20th day of January 2006. There is currently a proceeding for the dissolution of their marriage, the resolution of the matters involving the division of the Community Property and Debts, and the confirmation of any Separate Property to be filed in the Sixth Judicial District Court, Bannock County, Idaho. The Parties agree to compromise and settle these matters by entering into this Agreement in a form which the Court will find acceptable and make part of a Divorce Decree.

II. PROPERTY AND DEBT

1. Community Property: The Parties shall divide the Community Property as set out in Exhibit "A" which is attached and incorporated.

A. Community Real Property:

1. The Husband shall receive the Parties' community property interest in a residence located at 1724 North Mink Creek Road, Pocatello, Bannock County, Idaho. It is more particularly described in the attached Exhibit "D". Husband is to refinance the community residence to remove Wife's name within ninety days from the date the Decree of Divorce is signed.
2. Each shall receive all of the clothing, appliances, vehicle(s) and miscellaneous personal effects which he or she now have in his or her possession, and the property which each has acquired since 20 January 2006 unless property in one Party's possession is awarded to the other in Exhibit "A".

3. Retirement Benefits: The Husband has acquired retirement benefits as an employee of the United States Fish and Wildlife Services, United States Department of the Interior. He will be eligible for retirement benefits under the Civil Service Retirement System based upon his employment with the United States Government. The Wife acknowledges her spousal rights under Title 5, Part A(3)(8) of the Code of Federal Regulations with includes, but not limited to, a portion of the Husband's monthly annuity, survivor and joint survivor benefits, health insurance benefits and life insurance benefits.
- A. All of the Husband's retirement benefits, life insurance and any employee benefits acquired or accumulated now or in the future shall become the Husband's sole and separate property. The Wife waives all rights she may have to any of the foregoing, which include, but are not necessarily limited to, a portion of the Husband's retirement monthly annuity, survivor benefits, joint and survivor annuities, qualified pre-retirements annuities, and life insurance benefits, together with all future increases in Husband's retirement benefits. The Wife waives the right to seek imposition of any domestic relations order or any other order, which would assign or attempt to assign or divide the Husband's retirement benefits he has accrued or attempt to accrue as an employee of the United States Government. The Husband shall retain all right, title and interest to his retirement benefits, whether accrued, or in the future, and may dispose of his life insurance benefits and contingent annuity benefits, any of his employment benefits and retirement benefits at his sole discretion. These include but are not necessarily limited to, the right to designate a beneficiary or a contingent or survivor annuitant, any of his retirement benefits, any of his employment benefits or to include the right to select a survivor or contingent annuitant and designate a beneficiary for contingent or survivor annuitant benefits. Upon request, the Wife agrees to make, execute and deliver to the Husband or the United States Government, any instrument or

documents releasing, disclaiming or discharging any and all right, title claim, and interest to the Husband's retirement benefits, survivor annuitants, contingents annuitants, qualified pre-retirement annuities and life insurance benefits.

B. After the QDRO is drafted and approved by the Court and the Plan Administrator, the Court will continue to retain jurisdiction over the distribution of the funds of the retirement plan, until all amounts payable have been paid in full.

B. Separate Property: The Parties shall have confirmed to them their separate property as is designated in Exhibit "B".

1. The Wife shall receive the property in any of the following as her sole and separate property:

A. A Parcel of property and home located in Big Sky, Gallatin County, Montana, which is more particularly described in the attached Exhibit "E".

B. A Parcel of property and ranch known as "The French Ranch" or "Mariposa Peak Ranch", more particularly described in the attached Exhibit "F".

C. The Husband shall execute Quitclaim Deeds for the above Big Sky property and the Ranch property to prevent any future title issues.

C. Community Debts: Each Party shall pay the community debts as set out in this paragraph. Each Party shall pay those debts designated to be paid by them in Exhibit "C". The amounts listed therein are believed to be close to the actual remaining principal balance due, but the Parties shall be responsible to pay the actual amount owed unless it is substantially different, and that difference is unknown by the Party who is to pay the debt. The Party that assumes a community debt shall take whatever action is necessary to have the other party removed from liability on the assumed debt, within 90 days after the date a Decree of Divorce is entered, if any.

1. Each Party shall pay those debts attached to or securing any property that the Party is to receive unless expressly stated otherwise.

2. Each Party shall assume and pay their own costs, expenses, and attorneys fees incurred in connection with this Agreement and the dissolution of the marital relationship.
3. Any debts incurred since 20 January 2006 shall be assumed and paid by the Party incurring it.
4. Value: With regards to the fair market value of the Community Property, each Party acknowledges that they have each had an opportunity to determine the fair market value of the Community Property; they are relying on their own independent judgment or investigation for the determination of the fair market value; and they are not relying upon any representation or statement of the other Party as to the fair market value.
 1. The division of property and debts, pursuant to this Agreement is a fair and equitable division, even if the division may not be exactly equal in value.

D. Full Disclosure: Neither Party has possession, custody, control, or knowledge of any community or jointly held property or debts of the Parties, other than what has been disclosed to each Party.

III. TAXATION

1. 2006 and 2007 Year Taxes: For the tax year of 2006, the Parties shall file jointly and share equally any refund or liability incurred. The Parties shall have a mutually agreeable third party to prepare the Parties taxes. Husband shall receive the refund and remit her one-half within ten days of his receiving the refund. Each of the Parties will provide the tax preparer with all necessary information by March 15, 2007. Beginning with the tax year of 2007 and every year thereafter, each Party shall file their own tax returns, and be responsible to pay any taxes due on the income they have earned, and will be entitled to receive any refunds for excess amounts

withheld from that income. This provision recognizes that the Parties have lived separate and apart for the years of 2007 and all earnings of the parties received during the tax year of 2007 are recognized as the sole and separate property of the party earning or receiving the income and that party is responsible for any tax liability which may result therefrom.

2. Prior Years: Each Party will be equally responsible for all taxes due or to become due for years prior to 2006, and will share equally any refunds attributable to said income. If there are any penalties or interest assessed for delinquent taxes, they shall be shared equally unless one spouse can show that the penalties and interest were not as a result of his or her conduct. In the latter case, all penalties and interest will be the sole responsibility of the Party whose actions or inactions resulted in the assessment.

3. Unchanged Tax Basis: The tax basis of each asset allocated in this agreement to him or her, is not intended to, and will not change because of the community property division. Neither Party shall assert or seek any new tax basis for any asset allocated under this Agreement.

A. If a Party violates this provision, he or she shall reimburse the other Party for the amount of any tax liability, penalties, fees and interest expenses arising from the changed basis.

B. When a Party disposes of an asset, any resulting tax shall be the sole liability of the Party disposing of the asset.

4. Tax Advice: The Parties have been advised to seek their own tax advice regarding the tax treatment and consequences resulting from this Agreement. Each Party has either sought such advice, or made their own informed choice not to seek such advice, and acknowledges that they are not relying upon the advise of legal counsel regarding the tax consequences of entering into this Agreement.

IV.

PERFORMANCE AND ENFORCEMENT

1. Delivery: Within ten days after the Decree of Divorce each Party shall take all actions reasonable or necessary to deliver to the other Party all property, documents, Quitclaim Deeds

and information necessary or reasonable to carry out the division of property and debts provided for in this Agreement. If delivery cannot be accomplished within ten days, it will be done as expeditiously as reasonably possible under the circumstances.

2. Indemnification: Each Party acknowledges receipt of sufficient Community Property to enable him or her to satisfy the Community Debts assumed pursuant to this Agreement. The Party assuming the payment of a Community Debt shall indemnify and hold the other Party entirely harmless for failure to pay the debt assumed. Additionally, the Party assuming payment of a debt shall exert reasonable effort to have the creditor release the other Party from the debt.

3. Good Faith: The Parties mutually covenant to exercise good faith and fair dealing in the performance and enforcement of this Agreement.

4. Contempt: After this Agreement is made part of a Decree of Divorce, a violation may be considered Contempt of Court. Punishment could include a fine or imprisonment in the County jail. Either Party having knowledge of a violation may request the Court, under oath, to hold the other Party in contempt. The Party making the request will be responsible to present evidence in support thereof. However, a frivolous request could result in the Court taking action against the Party making the request.

5. Breach: This Agreement shall be breached if either Party interferes with the other's rights granted by this Agreement, or fails to perform any obligation required by this Agreement.

6. Remedies: If this Agreement is breached by either Party, the non-breaching Party shall have the following rights and remedies which may be followed either individually or collectively and either at one time or serially.

A. All rights and remedies provided for at law, in equity and elsewhere in this Agreement.

B. Specific performance.

7. Payment by the breaching Party of all the non-breaching Party's damages, costs, expenses and attorney's fee incurred as a result of the breach.

8. Time: Time is of the essence in the performance of this Agreement.

9. Waiver: The failure of either Party to require the other Party to strictly adhere to the terms of this Agreement shall not operate as a waiver of any rights or subsequent breaches.

10. Interpretation: This Agreement shall be interpreted according to the laws of the State of Idaho. The captions on the Articles and Paragraphs are for convenience, and are not to be used to restrict, expand or vary their contents. As the context indicates, the masculine gender may include the feminine, the singular may include the plural, and vice versa.

11. Incorporation: Both Parties request the Court to approve, ratify, and make this Agreement part of the Court's Order or Decree, in the same manner, and with the same effect, as if this Court had written this Agreement.

12. Binding: This Agreement shall be binding upon each Party, and their successors-in-interest immediately after both Parties have executed the Agreement. However, it shall be of no continuing force or effect unless it is completely made part of a Court Order or Decree within a reasonable amount of time from the date the last Party signs the Agreement.

13. Complete Agreement: The Parties understand that this Agreement takes the place of any other oral or written agreements that were made between them, up to and including the time this Agreement is signed. That any other prior or contemporaneous oral or written agreements are not enforceable unless they are contained herein.

VI.

MISCELLANEOUS

1. Release: Except as required by this Agreement, the Parties mutually release and discharge the other, absolutely and forever, from any and all claims for their individual support and maintenance, whether past, present or future, known or unknown, foreseen or unforeseen, arising out of or in any way connected with their marriage.

2. Representation: The Parties acknowledge that the law firm of Dial, May & Rammell, Chartered, which has prepared this Agreement, has been solely representing the interests of the Husband. The Wife acknowledges that she has read this Agreement, understands it and has had the opportunity to discuss and review it with her own independent attorney, Dennis Olley.

3. Voluntary Execution: The Parties acknowledge that they enter into this Agreement freely, voluntarily and without any duress or pressure, and intend to be legally bound by the Agreement.

EXHIBIT "A"
COMMUNITY PROPERTY

HUSBAND

Community residence located at 1724 N. Mink
Creek Road, Pocatello, Idaho 83204
Husband's Checking/Savings Account(s)
1985 Ford F-250
22" Zenith Television
11" Television
VCR (2)
CD Player
DVD Player
Husband's CD's/Tapes
Husband's Jewelry
12 Foot Row Boat
Husband's recreation equipment
Husband's camping equipment
Husband's fishing equipment
Husband's power tools
Husband's hand tools
Cat 28
Lawn and Garden tools
½ Photographs
Washer and Dryer
Stove and Refrigerator
Couches
Small Kitchen Appliances
Lamps
Bed (3)
Dresser (3)
Freezer (2)
19" Television
12 Foot Gunning Skiff boat
Garden Tractor
1989 Nissan Pathfinder (son's)
Miley horse trailer
Pick up Bed Trailer
Son's school debt

WIFE

Wife's Checking/Savings Account(s)
1999 Ford Expedition
Video Camera
Wife's CD's/Tapes
Wife's Jewelry
Wife's recreation equipment
Wife's camping equipment
Wife's fishing equipment
Wife's hand tools
½ Photographs
Couches
Bed (1)
Dresser (2)
Computer
Office equipment
Canon 35mm Camera
Computer
Remington Mohawk Model 600 Rifle .243
Redfield 4 x scope

HUSBAND CONT'D

Ruger Vaquero .45 Revolver, Blue, 4 ¾" 57-
sn 95283

Browning 1995 .30-06 Rifle, 24bbl,
sn 823191

Lyman Deerstalker .54, Rifle muzzleloader,
24" bbl, sn 413633

Stevens .22 repeater Rifle

Lyman Great Plains .54 Rifle, muzzleloader,
32" bbl sn 414718

WIFE CONT'D

EXHIBIT "B"
SEPARATE PROPERTY

HUSBAND

1996 Ford F-350 Truck
CD's/Tapes
Husband's pre-martial / gifted jewelry
Husband's pre-martial / post-separation fishing
and hunting Equipment
Husband's power tools
Colt Python .357, nickel, Revolver, 6" bbl,
sn 09803 E 7
S&W Model 57 .41 mag, Revolver
blue, 6" bbl, sn N120039
Colt Buntline Scout .22, Revolver, blue, 9 1/2" bbl,
sn 161208F
High Standard Model HB .22, Pistol, blue
sn 6" bbl 282861
Colt percussion .36, Revolver, blue, 5" bbl,
sn 155681 w/holster
S & W #2, Russian .44, Revolver, nickel, stag grips
S 6 1/2" bbl
French pinfire pocket Pistol +-7mm, CSA, Civil
War, blue +- 3 1/4"
Hopkins and Allen, .32, Revolver, nickel,
sn 6770 4 1/2" bbl
Iver Johnson .32. Revolver, blue, 3" bbl sn 7171
US Revolver Co. .32, nickel 3 1/4" bbl
H&R Mod 929 .22, Revolver blue, 4"
sn AN84522
S&W Mod 10 .38. Shotgun, blue 5"
sn 130280 w/holster
Iver Johnson Champion .410, Shotgun, 26" bbl
sn 60220xh
Mossberg/New Haven Mod 283, Shotgun,
TB .410, 24" bbl
Sears Mod 101.100 .410, Shotgun, 26" bbl
Winch Mod 101 20ga, Shotgun, 3" mag
28" bbl sn 201703

WIFE

CD's/Tapes
Wife's pre-martial / gifted jewelry
Wife's pre-martial / post-separation fishing
Equipment
Wife's hand tools
Dining Table and Chairs
Browning Citori, Shotgun, 20ga, choke
tubes o/u, 26" bbl
Rem 11-48, Shotgun, 20ga, auto,
28" bbl, mod
Wife's Hand tools
Property in Gallatin County, Montana
Ranch interest in California

HUSBAND CONT'D

Rem Mod 870 12ga, Shotgun, 3"mag
30" bblw/polychoke sn 918403M
Rem Mod 870 Express 12ga, Shotgun, 3"mag
30" rent rib bbl sn W59968M
Rem Mod 870 12ga, Shotgun, 2 3/4" shells
30" unvtd. bbl sn 2860V
Martin 12ga, Shotgun, hammer pump 32"
plain bbl sn 8322
Parker 16ga, hammer Shotgun, 28" dbl, sn 46155
Parker 12ga, hammerless Shotgun, 30" dbl sn103206
Hopkins & Allen, 12ga falling block .30" bbl
Hopkins & Allen, 12ga falling block .30" bbl,
Gecado .22 pellet gun, 17 1/4" bbl, single shot
Winch Mod 68 .22, Rifle, 27" bbl, single shot
Rem Mod 514 .22, Rifle, 24" bbl, single shot
Stevens Favorite Mod 71 .22, Rifle, Joshua Stevens
Commem, 22" bbl, single shot sn 02510SF
Western Field Mod 820 A .22, Rifle, repeater
Winch Mod 06 .22 20" bbl, Rifle, repeater
sn 811806
Rem Mod Fieldmaster Mod 121 .22, Rifle, 24"bbl
Repeater, sn 103098
Browning .22 Rifle, automatic, 19" bbl, Belgium
sn 1T13083
Rem Matchmaster Mod 513-S-A .22, Rifle, 26" bbl
4x weaver scope, repeater, sn 112054
Winch Mod 43 .218 bee, Rifle, 24" bbl, J2.5 weaver
Scope, 34246A
Winch Mod 64 .25-35 24" bbl sn 1409556
Savage Mod 99 .250-3000, 24" bbl, 2.5 x
Bushnell scope sn 184426
Winch Mod 70 .270, Rifle, pre-64 24"bbl, Leupold
3-9 x scope sn 163174
Savage Mod 99 .284,Rifle, 22" bbl, Weaver 4x
Scope sn 1161053
Mauser 1938 Turkish 8mm, Rifle, 30" bbl, sn123289
Enfield 1917 .303 sporter, Rifle, 25" bbl sn 560138

WIFE CONT'D

HUSBAND CONT'D

Springfield 1903 sporter .30-06, Rifle,
24 bbl, sn 823191

Rem Gamemaster Mod 141, Rifle.35 Rem,
Pump 24" bbl, sn 21211

Springfield 1873 trapdoor carbine, 45-70, 22"
Bbl, sn 1134

WIFE CONT'D

EXHIBIT "C"
COMMUNITY DEBTS

<u>HUSBAND</u>	<u>WIFE</u>
Mortgage associated with community residence (\$221,362.84)	Wells Fargo Finance (Auto)
Citi Visa Card (\$1,618.59)	Capital One (Business)
American Education Services (\$37,202.60)	Capital One
Beneficial (misc. loan) (\$6,688.19)	Discover Card
Sears Credit Card (\$1,488.57)	MCI (Wife's phone bill)
Electrician (hot tub) (\$2,000)	Chadwicks
	ISU FCU (business)
	Yellowbook
	Dell
	Copier Lease
	Debt to Karen's mother
	Dr. Cox
	ISU FCU Overdraft (personal)

MNF
KMF

EXHIBIT "D"

COMMENCING AT THE NORTHEAST CORNER OF THE SE $\frac{1}{4}$ NE $\frac{1}{4}$ OF SECTION 30, TOWNSHIP 7 SOUTH, RANGE 35 EAST OF THE BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, RUNNING THENCE SOUTH 225 FEET ALONG THE EAST LINE OF SAID SE $\frac{1}{4}$ NE $\frac{1}{4}$ TO THE POINT OF BEGINNING OF THIS SURVEY;

THENCE SOUTH 28° EAST A DISTANCE OF 380 FEET; THENCE SOUTH 42° WEST A DISTANCE OF 50 FEET; THENCE NORTH 39° WEST A DISTANCE OF 218 FEET, MORE OR LESS, TO A POINT WHICH IS 200 FEET DUE SOUTH OF THE POINT OF BEGINNING OF THIS SURVEY ON THE EAST LINE OF SAID SE $\frac{1}{4}$ NE $\frac{1}{4}$; THENCE WEST PARALLEL TO THE NORTH LINE OF SAID SE $\frac{1}{4}$ NE $\frac{1}{4}$ OF SAID SECTION A DISTANCE OF 794 FEET, MORE OR LESS, TO THE CENTER LINE OF STATE HIGHWAY 38 AS NOW LOCATED; THENCE NORTHERLY ALONG THE CENTER LINE OF STATE HIGHWAY 38 A DISTANCE OF 209.5 FEET, MORE OR LESS, TO A POINT DUE WEST OF THE POINT OF BEGINNING; THENCE EAST PARALLEL TO THE NORTHERLY LINE OF THE SAID SE $\frac{1}{4}$ NE $\frac{1}{4}$ OF SAID SECTION A DISTANCE OF 737 FEET, MORE OR LESS, TO THE POINT OF BEGINNING OF THIS SURVEY.

EXHIBIT "E"

FILM 127 PAGE 226

DESCRIPTION

Tract A of Certificate of Survey No. 1486,

A tract of land in the Southwest one quarter (SW1/4) of Section 27, Township 6 South, Range 3 East, MPM, Gallatin County, Montana, being more particularly described as follows:

Beginning at a point which bears South 50° 13' 27" East a distance of 1056.85 feet from the west one quarter corner of Section 27, said Township and Range, thence the following courses and distances;

North 36° 45' 46" East a distance of 321.44 feet;
 North 61° 00' 18" East a distance of 422.02 feet;
 South 34° 37' 03" East a distance of 326.71 feet;
 South 44° 46' 42" West a distance of 442.49 feet;
 South 34° 04' 28" East a distance of 99.71 feet;
 South 32° 49' 00" West a distance of 56.37 feet;
 North 32° 12' 39" West a distance of 37.52 feet;
 North 49° 56' 19" West a distance of 72.42 feet;
 North 79° 16' 51" West a distance of 278.96 feet;
 North 42° 40' 54" West a distance of 164.08 feet to the point of beginning.
 Containing 6.14 acres.

253117

INDEXED
FILEDINSTRUMENT OF POOR
PHOTOGRAPHIC QUALITYState of Montana } ss.
County of Gallatin }Filed October 22, 19 92at 12:56 P. M., andRecorded in book 127 of
DEEDS Page 224Shelley M. Cheney
County Clerk & Recorderby Barbara J. Jensen
DeputyFee \$ 18.00 pd.Rt. Jones, Chartered
PO Box 967
Pocatello ID 83204-0967

EXHIBIT 'F'

(Legal Description of the "Second New" French Ranch)

The "Second New" French Ranch, so-called, situate in San Benito, Santa Clara and Merced Counties, California, comprised of the following parcels of land.

IN TOWNSHIP 11 SOUTH, RANGE 6 EAST, M.D.B. & M.

Of Section 24: Lots 3 and 4 and the West half of the Southeast quarter, containing 170.93 acres.

Of Section 25: The East 1/2, save and except Lots 3 and 4 and the W 1/2 of the SE 1/4, and save and except a part of the East half of Section 25, Township II South, Range 6 East M.D.M beginning at the common corner of Section 25 and 36, Township II South, Range 6 East, M.D.M. and Section 30 and 31. Township 11 South, Range 7 East, M.D.M. and running thence North 10 East 57.25 chains (3,778.5 feet) to intersection with picket fence, thence South 45° West along above fence 80 links (52.8 feet) to fence corner, thence South 12° 15' West along fence 16 chains (1,056 feet) to station set post marked GO. from which a white oak tree 2 feet in diameter marker W.T. bears North 17 & 3/4° East 76 Links (50.16 feet), another 20 inches in diameter marked B.T. bears South 50 & 3/40 East 37 links (24.42 feet), thence up main ravine South 4° 3' 6.31 chains (416.46 feet) to alive oak tree 2 feet in diameter marked G.O. 1 standing on the West bank of the stream, thence South 8° 30' East 9.36 chains (617.76 feet) to a maple tree marked G.O.2 standing on East bank of stream, thence South 26 & 1/2° West 4.49 chains (296.34 feet) to a live oak tree 2 feet in diameter marked G.O.3 Standing on the East bank of the stream thence South 18° West 3.98 chains (262.68 feet) to a live oak stump 2 feet across marked G.O.4 on East bank of stream, thence South 14° 5' East 2.56 chains (168.96 feet) to a live oak tree 6 inches in diameter marked G. 0.5 standing on East bank of stream, thence South 31° 15' West 11 chains (726 feet) to a post marked G.O.7 in old brush fence, thence South 46° West 7.04 chains (464.64 feet) to a picket fence marked G.O.8 from which a forked live oak tree 2 feet in diameter marked B.T. bears North 21 & 1/2° West 16 links (10.56 feet), thence North 62 1/2° West 1.70 chains (112.2 feet), thence South 8° 30' West 3.40 chains (224.4 feet) to line between Section 25 and 36 marked picket in fence L, thence North 87° 35' East along line between Section 25 and 36, 33.96 chains(2,241.36 feet) to the place of beginning and containing 96.40 acres of land.

IN TOWNSHIP II SOUTH, RANGE 7 EAST, M.D.B. & M.

Of Section 6: Lot 5, the Southeast quarter of the Northwest quarter, the East half of the Southwest quarter and Lots 6 and 7, containing 218.19 Acres.

Of Section 6 and 7: The South half of the Northeast quarter of the Southeast quarter. the Southeast quarter of the Southeast quarter and the West half of the Southeast quarter of Section 6 and the fractional North half of Section 7 as described as Lot II in the Certificate of Compliance. lot line adjustment, File No. 8906-1 13-20-O4LA and recorded as Document No.18220569 dated Feb. 4. 2005 records of Santa Clara County containing a total of 434.41 Acres.

Of Section 7: The Southeast quarter, containing 160 Acres excepting therefrom all that portion of the West half of the Southeast quarter of Section 7, as described in that certain Quit Claim Deed by Ella Butts, Della French, Lucy M. Schulz, Frank French, Gladys Harris, and Violet French in favor of Jean Hawkins Sparling dated July 8, 1947 and recorded October 28, 1947 in Book 866 page 145, official Records of Merced County, California and on November 7, 1947 in Book 148 of Official Records at page 264, Official Records of San Benito County, California, and more particularly described as follows: Beginning at the quarter section corner on the South boundary of said Section 7 and running thence along the line between Section 7 and 18 (Mag. Var. 16° 00' E) South 87° 45' E. 11.08 chains (731.28 feet) to station at intersection with picket fence running northerly, thence along said fence the following courses and distances N. 1° 15' E. 3.15 chains (207.9 feet), N. 11° 45' W. 15.30 chains (1,009.8 feet); N. 28° 00' W. 3.42 chains (225.72 feet), N. 14° 15' W. 1.00 chains (66.00 feet); N. 6° 00' W. 18.00 chains (1,188 feet) to the intersection with the center line of section 7 running East and West; thence along said center line N. 88° 10' W. 4.30 chains (283.8 feet) to the quarter section corner in the center of said Section 7; thence S 39.71 chains (2,620.86 feet) to the point of beginning, containing 29.91 acres, more or less.

Of Section 8: The Southeast quarter, the South half of the Northeast quarter, the Northwest quarter of the Northeast quarter, the East half of the Northwest quarter, the Northwest quarter of the Southwest quarter, the Northwest quarter of the Northwest quarter containing 440 acres.

Of Section 9: All of said section, containing 640 acres.

Of Section 15: 42 acres in the Southwest quarter of said section.

Of Section 16: All of said section containing 640 acres.

Of Section 17: All of said section, containing 640 acres.

Of Section 18: The East half and the East half of the West half, containing 480 acres. Of

Section 19: Lot 3, E 1/2 NW 1/4; NE 1/4 SW 1/4; NE 1/4; N 1/2 SE 1/4; SE 1/4 SE 1/4; and that part of the SW 1/4 SE 1/4 which lies East of Wildcat Canyon, sometimes known as the South fork of Pacheco Creek.

Of Section 20: The West half of the Northeast quarter, the Northwest quarter, and the South half, containing 560 acres.

Of Section 21: All of said section, containing 640 acres.

Of Section 22: The West 1/2 of the Northwest 1/4 of the Northwest 1/4 containing 20 acres

Of Section 28: Lots 1 and 2 and the Southwest 1/4 of the Northwest 1/4, containing 120 acres.

Of Section 29: The whole of said section containing 640 acres.

Of Section 30: Beginning at a stake marked "1/85" in mound of rocks, being the S.E. corner of the S.W. 1/4 of the S.E. 1/4 of Section 30, T11 S., R.7E., M.D.M. Mag Var. 16° 30' East, thence N. 89-1/4° W. 4.79 chains (316.4 feet), N. 3/4° E 1.32 chains (87.12 feet), N. 8-3/4° W. 1.70 chains (112.2 feet), N. 3° W. 1.70 chains (112.2 feet), N. 11' 1/4°

W 1.65 chains (108.9 feet), N. 8° E. 1.60 chains (105.6 feet), N. 28° W 2.14 chains (141.24 feet), N. 13-1/4° E 1.56 chains (102.96 feet), N. 13-3/4° W. 1.45 chains (95.7 feet), N. 11 1/4° W 2.00 chains (132 feet) N. 19° E. 2.40 chains (158.4 feet), N. 23° E. 5.15 chains (339.9 feet), N. 9-1/4° E. 9.15 chains (603.9 feet), N. 21° E. 6.36 chains (419.76 feet), South 36.72 chains (2,423.52 feet) to the place of beginning, containing 15.79 acres of land. Also: Beginning at a point in fence from which N.W. corner of the S.E 1/4 of N.E. 1/4 of Section 30 T. 11 S., R. 7E., M.D.M. bears North 1.67 chains (110.22 feet) distant running thence N. 3 1-1/2° W. 8.06 chains (531.96 feet), N. 1-3/4° W. 3.11 chains (205.26 feet), N. 84-3/4° E. .63 chains (41.58 feet) to a blazed white oak on right bank of creek; thence down the center of the creek N. 29° W 2.52 chains (166.32 feet) N. 22-3/4° West 3.38 chains (223.08 feet) N. 13-1/4° W. 1.72 chains (113.52 feet), N. 3/4° W. 4.90 chains (323.4 feet), to line between sections 19 and 30; thence S. 87° 43' E. to the N.W. corner of the N.E 1/4 of the N.E. 1/4 of Section 30 a fore said; thence S. 21.67 chains (1,430.22 feet) to the place of beginning, containing 9.70 acres of land.

The E 1/2 of the E 1/2, except the tract beginning at a point in the fence from which the Northwest corner of the Northeast 1/4 of the Southeast 1/4 of Section 30, Township II South, Range 7 East M.D.M. bears North 3.37 chains (222.42 feet) distant, thence running North 18° East 2.81 chains (185.46 feet), North 15&1/4° West 2.49 chains (164.34 feet), North 2° East 3.31 chains (218.46 feet), North 24& 3/4° East 2.39 chains (157.74 feet), North 4& 3/4° West 1.41 chains (93.06 feet), North 32&1/2° East 2.27 chains (149.82 feet) from which a spring bears South 72& 1/4° West 2.23 chains (147.18 feet), North 24& 3/4° East 2.39 chains (157.74 feet) North 4& 3/4° West 1.41 chains (93.06 feet), North 32&1/2° East 2.27 chains (149.82 feet); North 14& 1/2° West 6.68 chains (440.88 feet), North 31&1/2° West 1.43 chains (94.38 feet), thence South 21.74 chains (1,434.84 feet) to the place of beginning.

Containing a total of 6,959 acres more or less.

APN's

Merced County

087-010-005, 007,008, 009, and 012 through 016

087-030-001, 002, 003, 004, 006, 007, 009 and 010

087-040-12 and 016

087-050-001, 011 and 012

Santa Clara County

898-15-012, 014, and a portion of 010

898-16-003, 004, 005, 007 and 008

898-17-00 1

San Benito County

025-01-004, 025-04-002, 003 and 004

After Recording Return To:

FIRST HORIZON HOME LOAN CORPORATION
1555 W. WALNUT HILL LANE, SUITE 200
IRVING, TEXAS 75038
ATTN: POST CLOSING MAIL CENTER 6708

[Space Above This Line For Recording Data]

Loan Number 0059841973
MERS Number 100085200598419739

DEED OF TRUST

DEFINITIONS

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

- (A) "Security Instrument" means this document, which is dated **MARCH 22, 2007**, together with all Riders to this document.
- (B) "Borrower" is **MICHAEL N. FISHER and RICHARD A. SUMIN and EVELYN KAY SUMIN AS TRUSTEES OF THE RICHARD A. SUMIN AND EVELYN KAY SUMIN REVOCABLE LIVING TRUST UNDER TRUST INSTRUMENT DATED OCTOBER 8, 1992, FOR THE BENEFIT OF RICHARD A. SUMIN AND EVELYN KAY SUMIN**. Borrower is the trustor under this Security Instrument.
- (C) "Lender" is **FIRST HORIZON HOME LOAN CORPORATION**. Lender is a CORPORATION organized and existing under the laws of **THE STATE OF KANSAS**. Lender's address is **4000 HORIZON WAY, IRVING, TEXAS 75063**.
- (D) "Trustee" is **FIRST AMERICAN TITLE COMPANY, 2240 E. CENTER, POCA TELLO, IDAHO 83201**.
- (E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the beneficiary under this Security Instrument**. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.
- (F) "Note" means the promissory note signed by Borrower and dated **MARCH 22, 2007**. The Note states that Borrower owes Lender **ONE HUNDRED FORTY-ONE THOUSAND TWO HUNDRED AND 00/100ths Dollars (U.S.\$141,200.00)** plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **MAY 1, 2022**.
- (G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
- (H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
- (I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|--|---|---|
| ☐ Adjustable Rate Rider | ☐ Condominium Rider | ☐ Second Home Rider |
| ☐ Balloon Rider | ☐ Planned Unit Development Rider | ☒ Inter Vivos Revocable Trust Rider |
| ☐ 1-4 Family Rider | ☐ Biweekly Payment Rider | |

Borrower Initials

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(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. § 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of BANNOCK :
 [Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

which currently has the address of 1724 N. MINK CREEK ROAD
 [Street]
POCATELLO, Idaho 83204 ("Property Address"):
 [City] [Zip Code]

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 Form 3013 1/01 (page 2 of 11 pages)

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 covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance

Borrower Initials

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premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

Borrower Initials

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5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

Borrower Initials PLA EKS MNF
Form 3013 1/01 (page 5 of 11 pages)

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

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Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

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Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

Borrower Initials

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16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

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Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold, and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by Applicable Law to Borrower and to other persons prescribed by Applicable Law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

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Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law.

24. Substitute Trustee. Lender may, for any reason or cause, from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

25. Area and Location of Property. Either the Property is not more than 40 acres in area or the Property is located within an incorporated city or village.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

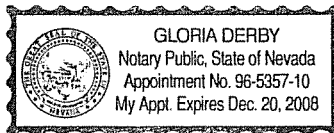
(Seal)
-Borrower

Michael N. Fisher (Seal)
MICHAEL N. FISHER -Borrower
Richard A. Sumin (Seal)
RICHARD A. SUMIN -Borrower
Evelyn Kay Sumin (Seal)
EVELYN KAY SUMIN -Borrower

Nevada Lander
State of IDAHO, County of BANNOCK, ss.
On this 26 day of March, in the year of 2007, before me
, a Notary Public in and for said county and state, personally appeared MICHAEL N. FISHER and RICHARD A. SUMIN and EVELYN KAY SUMIN AS TRUSTEES OF THE RICHARD A. SUMIN AND EVELYN KAY SUMIN REVOCABLE LIVING TRUST UNDER TRUST INSTRUMENT DATED OCTOBER 8, 1992, FOR THE BENEFIT OF RICHARD A. SUMIN AND EVELYN KAY SUMIN, known or identified to me (or proved to me on the oath of March 26, 2007), 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.

(Seal)

Gloria Derby
Notary Public, residing Battle Mountain NV
My Commission Expires on: 12-20-08



02/08/2003

IDAHO DEPARTMENT OF WATER RESOURCES
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 29-11345

NAME AND ADDRESS: KAREN M FISHER
1724 N MINK CREEK RD
POCATELLO ID 83204

MICHAEL N FISHER
1724 N MINK CREEK RD
POCATELLO ID 83204

SOURCE: MINK CREEK

TRIBUTARY: PORTNEUF RIVER

QUANTITY: 0.060 CFS

PRIORITY DATE: 06/17/1902

POINT OF DIVERSION:
T07S R35E S29 NWSWN Within BANNOCK County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/15 09/15	0.060 CFS
THE USE OF WATER FOR IRRIGATION UNDER THIS RIGHT MAY BEGIN AS EARLY AS APRIL 1 AND MAY CONTINUE TO AS LATE AS OCTOBER 31, PROVIDED OTHER ELEMENTS OF THE RIGHT ARE NOT EXCEEDED. THE USE OF WATER BEFORE APRIL 15 AND AFTER SEPTEMBER 15 UNDER THIS REMARK IS SUBORDINATE TO ALL WATER RIGHTS HAVING NO SUBORDINATED EARLY OR LATE IRRIGATION USE AND A PRIORITY DATE EARLIER THAN THE DATE A PARTIAL DECREE IS ENTERED FOR THIS RIGHT.		

PLACE OF USE: IRRIGATION Within BANNOCK County
T07S R35E S30 SENE 3.2

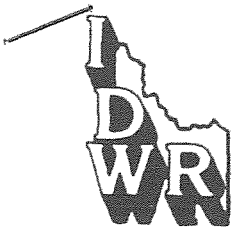
3.2 ACRES TOTAL

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed

RIGHT INCLUDES ACCOMPLISHED CHANGE IN POINT OF DIVERSION
PURSUANT TO SECTION 42-1425, IDAHO CODE.



State of Idaho

DEPARTMENT OF WATER RESOURCES

Eastern Region, 900 North Skyline Drive, Suite A • Idaho Falls, Idaho 83402-1718
Phone: (208) 525-7161 • Fax: (208) 525-7177 • Web Site: www.idwr.idaho.gov

July 19, 2011

Michael Fisher
Sandra Fisher
1724 N Mink Creek Rd
Pocatello ID 83204

C. L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Interim Director

RE: Change in Ownership Water Right No. 29-11345

Dear Sir/Madam:

The Department of Water Resources acknowledges receipt of your Notice of Change in Water Right Ownership.

Our review of your notice indicates that additional information is required before we can process the change. The information required is indicated below:

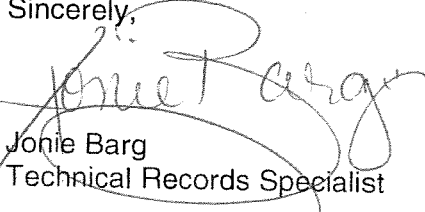
**** **Evidence of Water Right Ownership:** copy of Warranty Deed, Quit Claim Deed, Title Policy, or other legal document indicating your ownership of the property and/or water rights in question **The decree provided indicated additional documentation would follow. Please supply a recorded document releasing Karen Fisher Interest in the above mentioned water right such as a Quit Claim Deed or other legal document. Also if you want the department to list Sandra Fisher as current owner as well a recorded deed adding her name will be required. There was Deed of Trust attached to your application indicating possible ownership by a trust, however the department cannot accept a deed of trust as a document indicating ownership**

Because the Department cannot process the ownership change without proper documentation/fees, we will hold any action on your notice pending receipt of the necessary information/fees. If we do not receive the necessary information/fees within 30 days we will return your notice and all attachments and your notice will not be processed.

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

Please feel free to contact the Department if you have any questions.

Sincerely,


Jonie Barg
Technical Records Specialist

Enclosure(s)

1

Rerecorded to correct Grantees address

3-1

21016005

21110955

WARRANTY DEED

FOR VALUE RECEIVED Richard A. Sumin and Evelyn Kay Sumin, Trustees of the Richard A. Sumin and Evelyn Kay Sumin Revocable Living Trust u/i/d October 8, 1992, hereinafter referred to as "Grantor", does hereby grant, bargain, sell and convey unto Michael N. Fisher and Sandra M. Fisher, husband and wife, hereinafter referred to as Grantee, whose current address is 1724 N. Mink Creek Road, Pocatello, Idaho 83204 the following described premises, in Bannock County, Idaho, to wit:

An undivided 25.5% interest in the real estate described on the attached Exhibit A.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, and Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except for an obligation to Wells Fargo Mortgage and that Grantor will warrant and defend the same from all lawful claims whatsoever.

DATED this 20 day of Sept., 2010.

Richard A. Sumin
Richard A. Sumin, Trustee of the
Richard A. Sumin and Evelyn Kay Sumin
Revocable Living Trust u/i/d October 8,
1992.

Evelyn Kay Sumin
Evelyn Kay Sumin, Trustee of the Richard
A. Sumin and Evelyn Kay Sumin,
Revocable Living Trust u/i/d October 8,
1992.

ORIGINAL RECORD RM# 935
BANNOCK COUNTY IDAHO

RECORDED AT REQUEST OF
FEE \$16 DEPUTY mw

Jones Law

21016005

2010 SEP 24 A 8:32

3-1

21100233

Rerecorded to correct Grantees address

21110956

WARRANTY DEED

FOR VALUE RECEIVED Richard A. Sumin and Evelyn Kay Sumin, Trustees of the Richard A. Sumin and Evelyn Kay Sumin Revocable Living Trust u/i/d October 8, 1992, hereinafter referred to as "Grantor", does hereby grant, bargain, sell and convey unto Michael N. Fisher and Sandra M. Fisher, husband and wife, hereinafter referred to as Grantee, whose current address is 1724 N. Mink Creek Road, Pocatello, Idaho 83204 the following described premises, in Bannock County, Idaho, to wit:

All remaining interest of Grantor in the real estate described on the attached Exhibit A.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, and Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except for an obligation to Wells Fargo Mortgage and that Grantor will warrant and defend the same from all lawful claims whatsoever.

DATED this 20th day of September, 2010.

Richard A. Sumin
Richard A. Sumin, Trustee of the
Richard A. Sumin and Evelyn Kay Sumin
Revocable Living Trust u/i/d October 8,
1992.

Evelyn Kay Sumin
Evelyn Kay Sumin, Trustee of the Richard
A. Sumin and Evelyn Kay Sumin,
Revocable Living Trust u/i/d October 8,
1992.

OFFICIAL RECORD BK # 939
BANNOCK COUNTY IDAHO

RECORDED AT REQUEST OF
FEE 16 DEPUTY mw

Jones Law

21100233

2011 JAN -6 A 8:36

20706070

COPY

QUITCLAIM DEED

For Value Received

KAREN FISHER,

does hereby convey, release, remise and forever quit claim unto

MICHAEL N. FISHER,

whose current address is 1724 N. Mink Creek Road, Pocatello, ID 83204,

the following described premises, attached hereto as Exhibit "A".

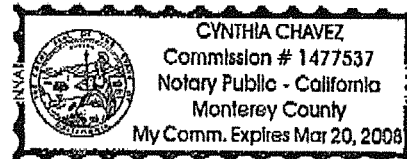
Dated:

3-12-07Karen Fisher
KAREN FISHER

STATE OF CALIFORNIA, COUNTY OF

Monterey

On this 12 day of March, 2007,
before me, a notary public in and for said State,
personally appeared KAREN FISHER, known to
me to be the person whose name subscribed to the
within instrument, and acknowledged to me that
she executed same.

Cynthia Chavez
Notary PublicComm. Expires: March 20, 2008

4

2-2
EXHIBIT A

20706070

MNF
KMF

COMMENCING AT THE NORTHEAST CORNER OF THE SEWNEA OF SECTION 30, TOWNSHIP 7 SOUTH, RANGE 35 EAST OF THE BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, RUNNING THENCE SOUTH 225 FEET ALONG THE EAST LINE OF SAID SEWNEA TO THE POINT OF BEGINNING OF THIS SURVEY; THENCE SOUTH 28° EAST A DISTANCE OF 380 FEET; THENCE SOUTH 42° WEST A DISTANCE OF 50 FEET; THENCE NORTH 39° WEST A DISTANCE OF 218 FEET, MORE OR LESS, TO A POINT WHICH IS 200 FEET DUE SOUTH OF THE POINT OF BEGINNING OF THIS SURVEY ON THE EAST LINE OF SAID SEWNEA; THENCE WEST PARALLEL TO THE NORTH LINE OF SAID SEWNEA OF SAID SECTION A DISTANCE OF 794 FEET, MORE OR LESS, TO THE CENTER LINE OF STATE HIGHWAY 38 AS NOW LOCATED; THENCE NORTHERLY ALONG THE CENTER LINE OF STATE HIGHWAY 38 A DISTANCE OF 209.5 FEET, MORE OR LESS, TO A POINT DUE WEST OF THE POINT OF BEGINNING; THENCE EAST PARALLEL TO THE NORTHERLY LINE OF THE SAID SEWNEA OF SAID SECTION A DISTANCE OF 737 FEET, MORE OR LESS, TO THE POINT OF BEGINNING OF THIS SURVEY.

OFFICIAL RECORD BK # 893
BANNOCK COUNTY IDAHO

RECORDED AT REQUEST OF
FEE 62 DEPUTY SB

Diad, May, Rammell.

20706070

2007 MAR 16 P 4: 06

3-1

21002345

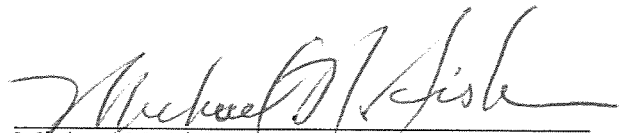
WARRANTY DEED

FOR VALUE RECEIVED Michael N. Fisher, a single man, hereinafter referred to as "Grantor", does hereby grant, bargain, sell and convey unto Sandra M. Arena, a single woman, hereinafter referred to as Grantee, whose current address is 1741 N. Mink Creek Road, Pocatello, Idaho 83204 the following described premises, in Bannock County, Idaho, to wit:

An undivided 24.5% interest in the real estate described on the attached Exhibit A.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, and Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except for an obligation to Wells Fargo Mortgage and that Grantor will warrant and defend the same from all lawful claims whatsoever.

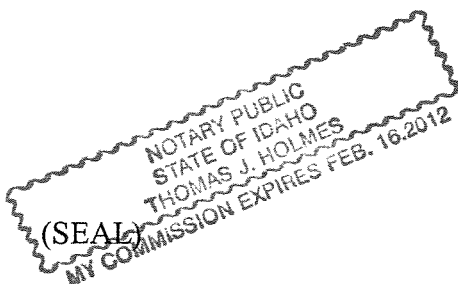
DATED this 22 day of January, 2010.

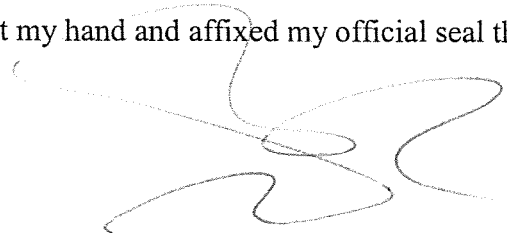

Michael N. Fisher

STATE OF IDAHO)
 :SS
County of Bannock)

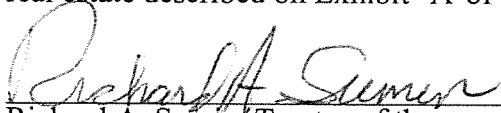
On this 22 day of January, 2010 before me, the undersigned Notary Public, in and for said State, personally appeared Michael N. Fisher, a single man, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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




NOTARY PUBLIC - STATE OF IDAHO
My Commission expires: _____

We, the undersigned, as owners of an undivided 51% of the real estate described on Exhibit "A", do consent to the transfer by Michael N. Fisher, owner of an undivided 49% of the real estate described on Exhibit "A" of an undivided 24.5 % interest to Sandra M. Arena.



Richard A. Sumin, Trustee of the
Richard A. Sumin and Evelyn Kay Sumin
Revocable Living Trust u/i/d October 8,
1992.



Evelyn Kay Sumin, Trustee of the Richard
A. Sumin and Evelyn Kay Sumin,
Revocable Living Trust u/i/d October 8,
1992.

3-3

21002345

EXHIBIT A

COMMENCING AT THE NORTHEAST CORNER OF THE SE $\frac{1}{4}$ NE $\frac{1}{4}$ OF SECTION 30, TOWNSHIP 7 SOUTH, RANGE 35, E.B.M., BANNOCK COUNTY, IDAHO, RUNNING THENCE SOUTH 225 FEET ALONG THE EAST LINE OF SAID SE $\frac{1}{4}$ NE $\frac{1}{4}$ TO THE POINT OF BEGINNING OF THIS SURVEY; THENCE SOUTH 28° EAST A DISTANCE OF 380 FEET; THENCE SOUTH 42° WEST A DISTANCE OF 50 FEET; THENCE NORTH 39° WEST A DISTANCE OF 218 FEET, MORE OR LESS, TO A POINT WHICH IS 200 FEET DUE SOUTH OF THE POINT OF BEGINNING OF THIS SURVEY ON THE EAST LINE OF SAID SE $\frac{1}{4}$ NE $\frac{1}{4}$ THENCE WEST PARALLEL TO THE NORTH LINE OF SAID SE $\frac{1}{4}$ NE $\frac{1}{4}$ OF SAID SECTION A DISTANCE OF 794 FEET MORE OR LESS, TO THE CENTER LINE OF STATE HIGHWAY 38 AS NOW LOCATED; THENCE NORTHERLY ALONG THE CENTERLINE OF STATE HIGHWAY 38 A DISTANCE OF 209.5 FEET, MORE OR LESS, TO A POINT DUE WEST OF THE POINT OF BEGINNING; THENCE EAST PARALLEL TO THE NORTHERLY LINE OF SAID SE $\frac{1}{4}$ NE $\frac{1}{4}$ OF SAID SECTION A DISTANCE OF 737 FEET, MORE OR LESS, TO THE POINT OF BEGINNING OF THIS SURVEY.

OFFICIAL RECORD BK# 928
BANNOCK COUNTY IDAHO

RECORDED AT REQUEST OF
FEE 9.00 DEPUTY *Ry*

Jones, Chartered

21002345

2010 FEB 11 A 8:22