

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

MAY 13 2011

Department of Water Resources
Eastern Region

Notice of Change in Water Right Ownership

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

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
2913141 OK	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Kevin and Sharon Baird

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Joseph Rollins, Conservatee

Name of each new owner as listed on the conveyance document

Stagg ElderCare Services (Representative)

New owner continued Name connector ☒ and ☐ or ☐ and/or

111 East Broadway Suite 250

Mailing address

Salt Lake City,

UT

84111

City

State

ZIP

Telephone

Email

4. If the water rights and/or adjudication claims were split, how did the division occur?

- ☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.

5. Date you acquired the water rights and/or claims listed above: Oct 2009

6. This form must be signed and submitted with the following **REQUIRED** items:

- A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
- Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
- Filing fee (see instructions for further explanation):
 - ☒ \$25 per undivided water right.
 - ☐ \$100 per split water right.
 - ☐ No fee is required for pending adjudication claims.

7. Signature: [Signature] Signature of new owner/claimant

Title, if applicable

Date 5/11/11

Signature: Signature of new owner/claimant

Title, if applicable

Date

For IDWR Office Use Only:

Received by [Signature]

Date

5/16/2011

Receipt No.

E0366654

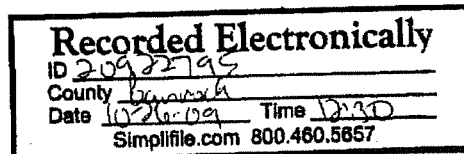
Receipt Amt.

\$25.-

Approved by

Processed by

Date



Matthew L. Mitton (USB No. 7582)
HOLMGREN & MITTON, L.C.
448 S. 400 E., Suite 100
Salt Lake City, UT 84111
Telephone: (801) 366-9966
Fax: (801) 363-4477

FILED DISTRICT COURT
Third Judicial District

APR 09 2002

SALT LAKE COUNTY

By JHR Deputy Clerk

Attorney for Petitioner

THE THIRD DISTRICT COURT IN AND FOR SALT LAKE COUNTY
STATE OF UTAH, PROBATE DIVISION

IN THE MATTER OF THE ESTATE OF)
JOSEPH D. ROLLINS) **LETTERS OF CONSERVATORSHIP**
a Protected Person.) Probate No.023900313 CO

STAGG & ASSOCIATES was duly appointed and qualified as conservator of the estate of the above-named protected person on the 9 day of April, 2002, with all authority pertaining thereto.

These letters are issued to evidence the appointment, qualification, and authority of the said conservator.

WITNESS, my signature and the Seal of this Court this 9 day of April, 2002.

Clerk of the Court

By: JHR
(Dep. Clerk)

I CERTIFY THAT THIS IS A TRUE COPY OF
AN ORIGINAL DOCUMENT ON FILE IN THE
THIRD DISTRICT COURT, SALT LAKE
COUNTY, STATE OF UTAH.
DATE: 10/5/09
Cupin
DEPUTY COURT CLERK

ALLIANCE TITLE - POCATELLO

20922795

2009 OCT 26 PM 12:30:03

Electronically Recorded by Simplifile

Matthew L. Mitton (USB No. 7582)
HOLMGREN & MITTON, L.C.
448 S. 400 E., Suite 100
Salt Lake City, UT 84111
Telephone: (801) 366-9966
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By *[Signature]* Deputy Clerk

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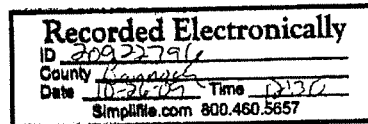
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WITNESS, my signature and the Seal of this Court this 9 day of April, 2002.

Clerk of the Court

By: *[Signature]*
(Dep. Clerk)

I CERTIFY THAT THIS IS A TRUE COPY OF
AN ORIGINAL DOCUMENT ON FILE IN THE
THIRD DISTRICT COURT, SALT LAKE
COUNTY, STATE OF UTAH.
DATE: 10/5/09
[Signature]
DEPUTY COURT CLERK



WARRANTY DEED

Order No.:3010917380CS

FOR VALUE RECEIVED

Kevin D. Baird and Sharon J. Baird, Husband and Wife

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

Joseph D. Rollins, an unmarried person

whose current address is

698 E. Upper Rock Creek Road Inkom, ID 83245

the grantee(s), the following described premises, in Bannock County, Idaho, TO WIT:

Parcel 1:

A parcel of land located in the Northeast ¼ Northeast ¼ Section 11, Township 8 South, Range 36 East, Boise Meridian, Bannock County, Idaho. It is more particularly described as follows:

COMMENCING at the North ¼ corner of Section 11, a found Bannock County Monument;
Thence North 89°40'43" East along the North line of Section 11 a distance of 1316.45 feet to the East 1/16 corner of Section 11, the TRUE POINT OF BEGINNING;
Thence South 0°03'59" West along the East 1/16 line of Section 11 a distance of 272.78 feet to an intersection with the centerline of Upper Rock Creek Road;
Thence South 48°02'34" East along said centerline a distance of 28.26 feet to the point of curvature of a 47.32 foot radius curve to the right having a central angle of 72°15'25", the radius point of which bears South 41°57'26" West;
Thence along said curve a distance of 59.68 feet;
Thence leaving said centerline North 90°00'00" East, a distance of 26.51 feet;
Thence South 56°05'12" East, a distance of 114.95 feet;
Thence North 90°00'00" East, a distance of 396.62 feet;
Thence North 0°03'59" East, parallel to the East 1/16 line a distance of 412.63 feet to the North line of Section 11.
Thence South 89°40'43" West along the North line of Section 11 a distance of 550.00 feet to the TRUE POINT OF BEGINNING.

Parcel 2:

A parcel of land located in the Northwest ¼ Northeast ¼ of Section 11, Township 8 South, Range 36 East, Boise Meridian, Bannock County, Idaho. It is more particularly described as follows:

COMMENCING at the North ¼ corner of Section 11 a found Bannock County Monument;
Thence North 89°40'43" East along the North line of Section 11, a distance of 1316.45 feet to the East 1/16 corner of Section 11, the TRUE POINT OF BEGINNING;
Thence South 0°03'59" West along the East 1/16 line of Section 11 a distance of 165.00 feet to the South line of the Armstrong property;
Thence South 89°40'43" West, along the South line of the Armstrong property, a distance of 26.38 feet to an existing fence line;
Thence North 6°45'30" East, along said fence line a distance of 166.26 feet to the North line of Section 11;
Thence North 89°40'43" East, along the North line of Section 11, a distance of 7.00 feet to the TRUE POINT OF BEGINNING.

Parcel 3:

A parcel of land located in the Northwest ¼ Northeast ¼ of Section 11, Township 8 South, Range 36 East, Boise Meridian, Bannock County, Idaho. It is more particularly described as follows:

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Thence South 0°03'59" West along the East 1/16 line of Section 11 a distance of 272.78 feet to an intersection with the centerline of Upper Rock Creek Road;
Thence South 48°02'34" East along said centerline a distance of 28.26 feet to the point of curvature of a 47.32 foot radius curve to the right having a central angle of 72°15'25", the radius point of which bears South 41°57'26" West;
Thence along said curve a distance of 59.68 feet;
Thence leaving said centerline North 90°00'00" East, a distance of 26.51 feet;
Thence South 56°05'12" East, a distance of 114.95 feet;
Thence North 90°00'00" East, a distance of 396.62 feet;
Thence North 0°03'59" East, parallel to the East 1/16 line a distance of 412.63 feet to the North line of Section 11.
Thence South 89°40'43" West along the North line of Section 11 a distance of 550.00 feet to the TRUE POINT OF BEGINNING.

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Thence North 89°40'43" East along the North line of Section 11, a distance of 1316.45 feet to the East 1/16 corner of Section 11, the TRUE POINT OF BEGINNING;
Thence South 0°03'59" West along the East 1/16 line of Section 11 a distance of 165.00 feet to the South line of the Armstrong property;
Thence South 89°40'43" West, along the South line of the Armstrong property, a distance of 26.38 feet to an existing fence line;
Thence North 6°45'30" East, along said fence line a distance of 166.26 feet to the North line of Section 11;
Thence North 89°40'43" East, along the North line of Section 11, a distance of 7.00 feet to the TRUE POINT OF BEGINNING.

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COMMENCING at the North ¼ corner of Section 11, a found Bannock County Monument;

Thence North 89°40'43" East, along the North line of Section 11, a distance of 1316.45 feet to the East 1/16 corner of Section 11;
 Thence South 0°03'59" West along the East 1/6 line of Section 11, a distance of 165.00 feet to the TRUE POINT OF BEGINNING;
 Thence continuing South 0°03'59" West, a distance of 107.78 feet to the centerline of Upper Rock Creek Road;
 Thence North 48°02'34" West, along the centerline of Upper Rock Creek Road a distance of 28.17 feet to the point of curvature of a 253.36 foot radius curve to the left having a central angle of 3°48'48";
 Thence continuing along said centerline and curve a distance of 16.86 feet to a Southerly projection of an existing fence line;
 Thence North 4°54'17" East, along said projection a distance of 50.46 feet to an existing fence line;
 Thence North 6°45'30" East, along said fence line a distance of 27.87 feet to the South line of the Armstrong property;
 Thence North 89°40'43" East, along the South line of the Armstrong property a distance of 26.38 feet to the TRUE POINT OF BEGINNING.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: 10/20/2009

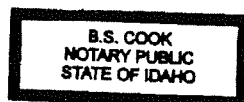
Kevin D. Baird
 Kevin D. Baird

Sharon J. Baird
 Sharon J. Baird

State of ID }
 } ss.
 County of Bannock }

On this 20th day of October, in the year 2009 before me, a Notary Public in and for said state, personally appeared Kevin D. Baird and Sharon J. Baird known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same.

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



B.S. Cook
 Notary Public for the State of Idaho
 Residing at: Pocatello
 Commission Expires: 4/21/2015

BANK OF AMERICA, N.A.

Office #: 0001231
10701 S. RIVER FRONT PKWY #400
SOUTH JORDAN, UT 84095
Phone: (801) 446-2600
Office Fax No.: (801) 302-8729

ITEMIZATION OF AMOUNT FINANCED

[illegible]

We hereby acknowledge reading and receiving a completed copy of this disclosure.

Borrower *Edgar*
JOSEPH D. ROLLINS

However,

Date _____

Дополнен

Date _____

Bettner

Date _____

• Itemization of Amount Financed - Reg Z
2C120-US (09/06)(d7)



• 23991 •



* 2 1 2 6 7 1 0 9 0 0 0 0 0 0 2 C 1 2 0 *

Uniform Residential Loan Application

This application is designed to be completed by the applicant(s) with the Lender's assistance. Applicants should complete this form as "Borrower" or "Co-Borrower," as applicable. Co-Borrower information must also be provided (and the appropriate box checked) when ☐ the income or assets of a person other than the Borrower (including the Borrower's spouse) will be used as a basis for loan qualification or ☐ the income or assets of the Borrower's spouse or other person who has community property rights pursuant to state law will not be used as a basis for loan qualification, but his or her liabilities must be considered because the spouse or other person has community property rights pursuant to applicable law and Borrower resides in a community property state, the security property is located in a community property state, or the Borrower is relying on other property located in a community property state as a basis for repayment of the loan.

If this is an application for joint credit, Borrower and Co-Borrower each agree that we intend to apply for joint credit (sign below):

Borrower

Co-Borrower

I. TYPE OF MORTGAGE AND TERMS OF LOAN

Mortgage Applied for: ☒ VA ☐ Conventional ☐ Other (explain):	Agency Case Number: LHA74760145634	Lender Case Number: 212671090
Amount: \$140,000.00	Interest Rate: 5.250 %	No. of Months: 360
Amortization Type: ☒ Fixed Rate ☐ ARM (type):	Govt PLxed 30	

II. PROPERTY INFORMATION AND PURPOSE OF LOAN

Subject Property Address (street, city, state, & ZIP): 698 UPPER ROCK CREEK ROAD, DHRGH, ID 83245	No. of Units: 1
Legal Description of Subject Property (attach description if necessary): P&R TITLE POLICY	Year Built: 1963

Purpose of Loan: ☒ Purchase ☐ Construction ☐ Other (explain):	Property will be: ☒ Primary Residence ☐ Secondary Residence ☐ Investment
☐ Refinance ☐ Construction-Permanent	

Complete this line if construction or construction-permanent loan.

Year Lot Acquired	Original Cost	Amount Existing Liens	(a) Present Value of Lot	(b) Cost of Improvements	Total (a + b)
	\$	\$	\$	\$	\$

Complete this line if this is a refinance loan.

Year Acquired	Original Cost	Amount Existing Liens	Purpose of Refinance	Describe Improvements ☐ made ☐ to be made
	\$	\$		Cost: \$

Title will be held in what Name(s): JOSEPH D. ROLLINS	Manner in which Title will be held: AN UNMARRIED PERSON	Estate will be held in: ☒ Fee Simple ☐ Leasehold (show expiration date)
--	--	--

Source of Down Payment, Settlement Charges, and/or Subordinate Financing (explain):
SAVINGS/CHECKING

Borrower

III. BORROWER INFORMATION

Co-Borrower

Borrower's Name (include Jr. or Sr. if applicable): JOSEPH D. ROLLINS				Co-Borrower's Name (include Jr. or Sr. if applicable):			
Social Security Number	Home Phone (incl. area code)	DOB (mm/dd/yyyy)	Yrs. School	Social Security Number	Home Phone (incl. area code)	DOB (mm/dd/yyyy)	Yrs. School
473-66-7548	(208) 540-2711	06/27/1954	12				
☐ Married ☒ Unmarried (include single, divorced, widowed)				☐ Married ☐ Unmarried (include single, divorced, widowed)			
Dependents (not listed by Co-Borrower): no. ages				Dependents (not listed by Borrower): no. ages			
☐ Separated				☐ Separated			
Present Address (street, city, state, ZIP): 1524 EAST LAUNDER POCATELLO, ID 83201				Present Address (street, city, state, ZIP):			
Mailing Address, if different from Present Address: 698 UPPER ROCK CREEK ROAD DHRGH, ID 83245				Mailing Address, if different from Present Address:			
If residing at present address for less than two years, complete the following:							
Former Address (street, city, state, ZIP): 1810 SOUTH MAIN STREET #324 SALT LAKE CITY, UT 84115				Former Address (street, city, state, ZIP):			

Borrower

IV. EMPLOYMENT INFORMATION

Co-Borrower

Name & Address of Employer: DISABLED VET		☐ Self Employed	Yrs. on this job: 02 Yrs 01 Mo	Name & Address of Employer:		☐ Self Employed	Yrs. on this job:
NO BASE INCOME NO BASE INCOME, UT 84000			Yrs. employed in this line of work/profession: 2				Yrs. employed in this line of work/profession:
Position/Title/Type of Business: Default/VET	Business Phone (incl. area code):	Position/Title/Type of Business:		Business Phone (incl. area code):			
If employed in current position for less than two years or if currently employed in more than one position, complete the following:							
Name & Address of Employer: ☐ Self Employed		Dates (from - to):	Name & Address of Employer: ☐ Self Employed		Dates (from - to):		
		Monthly Income: \$			Monthly Income: \$		
Position/Title/Type of Business:	Business Phone (incl. area code):	Position/Title/Type of Business:		Business Phone (incl. area code):			
Name & Address of Employer: ☐ Self Employed		Dates (from - to):	Name & Address of Employer: ☐ Self Employed		Dates (from - to):		
		Monthly Income: \$			Monthly Income: \$		
Position/Title/Type of Business:	Business Phone (incl. area code):	Position/Title/Type of Business:		Business Phone (incl. area code):			

Application 1 of 1

Freddie Mac Form 65 (7/05) / Fannie Mae 1003 (7/05)

Uniform Residential Loan Application
2021N-US (04/08).02(d1)

Page 1 of 4



* 2 3 9 9 1 *



* 2 1 2 6 7 1 0 9 0 0 0 0 0 2 0 2 1 N *

B/C	Describe Other Income (rental, dividend, interest, capital gains, etc.)	Monthly Amount
B	SOCIAL SECURITY	\$ 916.75
B	VA BENEFITS	3,341.25

Completed ☐ Jointly ☒ Not Jointly

Application 1 of 1

VI. ASSETS AND LIABILITIES (cont'd)

Schedule of Real Estate Owned (If additional properties are owned, use continuation sheet.)

Property Address (enter S if sold, PS if pending sale or R if rental being held for income)

Type of property	Present Market Value	Amount of Mortgages & Liens	Gross Rental Income	Mortgage Payments	Insurance Maintenance, Taxes & Misc.	Net Rental Income
NO RBO SCHEDULE AVAILABLE						
Totals	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0

List any additional names under which credit has previously been received and indicate appropriate creditor name(s) and account number(s).

Alternate Name

Creditor Name

Account Number

VII. DETAILS OF TRANSACTION

a. Purchase price	\$ 172,900.00
b. Alterations, improvements, repairs	0.00
c. Land (if acquired separately)	0.00
d. Refinance (incl. debts to be paid off)	0.00
e. Estimated prepaid items	2,037.26
f. Estimated closing costs	916.00
g. PMI, MIP, Funding Fee	0.00
h. Discount (if Borrower will pay)	1,400.00
i. Total costs (add items a through h)	177,253.26
j. Subordinate financing	0.00
k. Borrower's closing costs paid by Seller	0.00
l. Other Credits (explain)	
OTHER EQUITY	0.00
m. Loan amount (exclude PMI, MIP, Funding Fee financed)	140,000.00
n. PMI, MIP, Funding Fee financed	0.00
o. Loan amount (add m & n)	140,000.00
p. Cash from/to Borrower (subtract j, k, l & o from i)	37,253.26

VIII. DECLARATIONS

	Borrower	Co-Borrower
a. If you answer "Yes" to any questions a through l, please use continuation sheet for explanation.	Yes No	Yes No
a. Are there any outstanding judgments against you?	☐ ☒	☐ ☐
b. Have you been declared bankrupt within the past 7 years?	☐ ☒	☐ ☐
c. Have you had property foreclosed upon or given title or deed in lieu thereof in the last 7 years?	☐ ☒	☐ ☐
d. Are you a party to a lawsuit?	☐ ☒	☐ ☐
e. Have you directly or indirectly been obligated on any loan which resulted in foreclosure, transfer of title in lieu of foreclosure, or judgment? (This would include such loans as home mortgage loans, SBA loans, home improvement loans, educational loans, manufactured (mobile) home loans, any mortgage, financial obligation, bond, or loan guarantee. If "Yes", provide details, including date, name, and address of Lender, FHA or VA case number, if any, and reasons for the action.)	☐ ☒	☐ ☐
f. Are you presently delinquent or in default on any Federal debt or any other loan, mortgage, financial obligation, bond, or loan guarantee? If "Yes," give details as described in the preceding question.	☐ ☒	☐ ☐
g. Are you obligated to pay alimony, child support, or separate maintenance?	☐ ☒	☐ ☐
h. Is any part of the down payment borrowed?	☐ ☒	☐ ☐
i. Are you a co-maker or endorser on a note?	☐ ☒	☐ ☐
j. Are you a U.S. citizen?	☐ ☒	☐ ☐
k. Are you a permanent resident alien?	☐ ☒	☐ ☐
l. Do you intend to occupy the property as your primary residence? If "Yes," complete question m below.	☒ ☐	☐ ☐
m. Have you had an ownership interest in a property in the last three years?	☐ ☒	☐ ☐
(1) What type of property did you own - principal residence (PR), second home (SH), or investment property (IP)?		
(2) How did you hold title to the home - solely by yourself (S), jointly with your spouse (SP), or jointly with another person (O)?		

IX. ACKNOWLEDGEMENT AND AGREEMENT

Each of the undersigned specifically represents to Lender and to Lender's actual or potential agents, brokers, processors, attorneys, insurers, servicers, successors and assigns and agrees and acknowledges that: (1) the information provided in this application is true and correct as of the date set forth opposite my signature and that any intentional or negligent misrepresentation of this information contained in this application may result in civil liability, including monetary damages, to any person who may suffer any loss due to reliance upon any misrepresentation that I have made on this application, and/or in criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Sec. 1001, et seq.; (2) the loan requested pursuant to this application (the "Loan") will be secured by a mortgage or deed of trust on the property described in this application; (3) the property will not be used for any illegal or prohibited purpose or use; (4) all statements made in this application are made for the purpose of obtaining a residential mortgage loan; (5) the property will be occupied as indicated in this application; (6) the Lender, its servicers, successors or assigns may retain the original and/or an electronic record of this application, whether or not the Loan is approved; (7) the Lender and its agents, brokers, insurers, servicers, successors, and assigns may continuously rely on the information contained in the application, and I am obligated to amend and/or supplement the information provided in this application if any of the material facts that I have represented herein should change prior to closing of the Loan; (8) in the event that my payments on the Loan become delinquent, the Lender, its servicers, successors or assigns may, in addition to any other rights and remedies that it may have relating to such delinquency, report my name and account information to one or more consumer reporting agencies; (9) ownership of the Loan and/or administration of the Loan account may be transferred with such notice as may be required by law; (10) neither Lender nor its agents, brokers, insurers, servicers, successors or assigns has made any representation or warranty, express or implied, to me regarding the property or the condition or value of the property; and (11) my transmission of this application as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or my facsimile transmission of this application containing a facsimile of my signature, shall be as effective, enforceable and valid as if a paper version of this application were delivered containing my original written signature.

Acknowledgment. Each of the undersigned hereby acknowledges that any owner of the Loan, its servicers, successors and assigns, may verify or reverify any information contained in this application or obtain any information or data relating to the Loan, for any legitimate business purpose through any source, including a source named in this application or a consumer reporting agency.

Borrower's Signature: *[Signature]* Date: *10/27/08* Co-Borrower's Signature: _____ Date: _____

X. INFORMATION FOR GOVERNMENT MONITORING PURPOSES

The following information is requested by the Federal Government for certain types of loans related to a dwelling in order to monitor the lender's compliance with equal credit opportunity, fair housing and home mortgage disclosure laws. You are not required to furnish this information, but are encouraged to do so. The law provides that a lender may not discriminate either on the basis of this information, or on whether you choose to furnish it. If you furnish the information, please provide both ethnicity and race. For race, you may check more than one designation. If you do not furnish ethnicity, race, or sex, under Federal regulations, this lender is required to note the information on the basis of visual observation and surname if you have made this application in person. If you do not wish to furnish the information, please check the box below. (Lender must review the above material to assure that the disclosures satisfy all requirements to which the lender is subject under applicable state law for the particular type of loan applied for.)

BORROWER ☐ I do not wish to furnish this information.		CO-BORROWER ☐ I do not wish to furnish this information.	
Ethnicity:	☐ Hispanic or Latino ☒ Not Hispanic or Latino	Ethnicity:	☐ Hispanic or Latino ☐ Not Hispanic or Latino
Race:	☐ American Indian or Alaska Native ☐ Asian ☐ Black or African American ☒ Native Hawaiian or Other Pacific Islander ☒ White	Race:	☐ American Indian or Alaska Native ☐ Asian ☐ Black or African American ☐ Native Hawaiian or Other Pacific Islander ☐ White
Sex:	☐ Female ☒ Male	Sex:	☐ Female ☐ Male
To be Completed by Interviewer This application was taken by: ☐ Face-to-face interview ☐ Mail ☐ Telephone ☒ Internet		Name and Address of Interviewer's Employer BANK OF AMERICA, N.A. 10701 S. RIVER FRONT PKWY #400 SOUTH JORDAN, UT 84095	
Interviewer's Name (print or type) ROBERTA WOODY Interviewer's Signature Date 08/20/2009 Interviewer's Phone Number (incl. area code) (801) 446-2600			

CONTINUATION SHEET/RESIDENTIAL LOAN APPLICATION

Use this continuation sheet if you need more space to complete the Residential Loan Application. Mark B for Borrower or C for Co-Borrower.

Borrower:
JOSEPH O. ROLLINS
Co-Borrower:

Agency Case Number:
LH474760145634
Lender Case Number:
212671090

Borrower	III. Borrower Information Continued	Co-Borrower
Borrower's Primary E-Mail Address JROLLINS@XMISSION.COM		Co-Borrower's Primary E-Mail Address
Borrower's Secondary E-Mail Address		Co-Borrower's Secondary E-Mail Address

----- Additional Address Information From Page 1 Section III -----
B/C R/O/L Address Yes/No
Address (0) Lives With Relatives
Address (1) Landlord:

IDAHO APPLICATION DISCLOSURE**LICENSEE NAME:**

BANK OF AMERICA, N.A.

LICENSEE ADDRESS AND TELEPHONE NUMBER:

10701 S. RIVER FRONT PKWY #400

SOUTH JORDAN, UT 84095

Phone: (801)446-2600

LICENSEE HEADQUARTERS:

101 South Tryon Street

Charlotte, NC 28255

TYPE OF LICENSE: Mortgage Lender

DESCRIPTION OF SERVICES:

Licensee makes residential home mortgage loans. We cannot guarantee you the lowest price or best terms available in the market.

I/We fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements concerning any of the above facts as applicable under the provisions of Title 18, United States Code, Section 1001, et seq.

Borrower's Signature <i>Joseph O. Rollins for Prop</i>	Date 10/24/09	Co-Borrower's Signature <i>X</i>	Date
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Application 1 of 1

Freddie Mac Form 65 (7/05) / Fannie Mae 1003 (7/05)

Uniform Residential Loan Application
2021N-US (04/08).02



ALLIANCE
TITLE & ESCROW CORP.

2350 Via Caporatti Dr., Pocatello, ID 83201 Phone (208) 232-6163 Fax (208) 233-8947

To: **Karen, Hendrix, Stagg, Alen & Company**
111 E Broadway St 250
Salt Lake City, UT 84681

Order No.: **3010917380CS**
Date: **November 9, 2009**
Reference: **Runia**

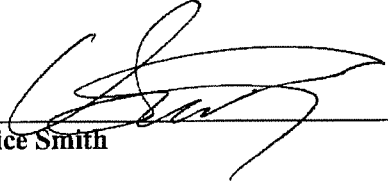
Attn: **Becky Alred**

In connection with the above transaction, we enclose:

- X Policy of Title Insurance No.: OX 8084465**
- X Warranty Deed recorded: 10/26/2009 as Instrument No.: 20922796**
- X Letters of Conservatorship recorded: 10/26/2009 as Instrument No.: 20922795**
- X Application for Homeowners Exemption**

Thank you for giving us the opportunity of serving you!

Alliance Title & Escrow Corp.

By: 

Curtice Smith



OWNER'S POLICY OF TITLE INSURANCE

Policy Number OX 8084465

Issued by Old Republic National Title Insurance Company

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Minnesota corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from:
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.

9. Title being vested other than as stated in Schedule A or being defective

(a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or

(b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records

(i) to be timely, or

(ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

Issued through the Office of:

Alliance Title and Escrow Corp.
2350 Via Caporatti Drive
P.O. Box 1176
Pocatello, ID 83201
(208) 232-6163

Authorized Signature

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

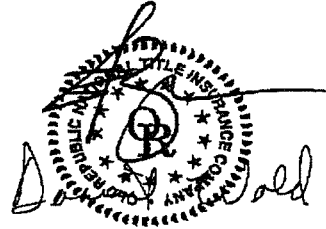
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By

President

Attest

Secretary



EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) **To Pay or Tender Payment of the Amount of Insurance.**

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) **To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.**

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) **The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of**

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) **If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,**

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) **In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.**

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.
- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.
Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at 400 Second Avenue South, Minneapolis, Minnesota 55401-2499.

SCHEDULE A

Old Republic National Title Insurance Company
400 Second Avenue South
Minneapolis, MN 55401
800-328-4441

Order Number	Policy Number	Date of Policy	Amount of Insurance	Premium Amount
3010917380CS	OX 8084465	October 26, 2009 At 12:30PM	\$172,900.00	\$824.00

Endorsements **Nos.:** **Premium: \$**
Address Reference: 698 E. Upper Rock Creek Road, Inkom, ID 83245

1. Name of Insured:

Joseph D. Rollins

2. The estate or interest in the Land that is insured by this policy is:

Fee Simple

3. Title is vested in:

Joseph D. Rollins, an unmarried person

4. The Land referred to in this policy is described as follows:

Parcel 1:

A parcel of land located in the Northeast $\frac{1}{4}$ Northeast $\frac{1}{4}$ Section 11, Township 8 South, Range 36 East, Boise Meridian, Bannock County, Idaho. It is more particularly described as follows:

COMMENCING at the North $\frac{1}{4}$ corner of Section 11, a found Bannock County Monument;
Thence North $89^{\circ}40'43''$ East along the North line of Section 11 a distance of 1316.45 feet to the East $\frac{1}{16}$ corner of Section 11, the TRUE POINT OF BEGINNING;
Thence South $0^{\circ}03'59''$ West along the East $\frac{1}{16}$ line of Section 11 a distance of 272.78 feet to an intersection with the centerline of Upper Rock Creek Road;
Thence South $48^{\circ}02'34''$ East along said centerline a distance of 28.26 feet to the point of curvature of a 47.32 foot radius curve to the right having a central angle of $72^{\circ}15'25''$, the radius point of which bears South $41^{\circ}57'26''$ West;
Thence along said curve a distance of 59.68 feet;
Thence leaving said centerline North $90^{\circ}00'00''$ East, a distance of 26.51 feet;
Thence South $56^{\circ}05'12''$ East, a distance of 114.95 feet;
Thence North $90^{\circ}00'00''$ East, a distance of 396.62 feet;
Thence North $0^{\circ}03'59''$ East, parallel to the East $\frac{1}{16}$ line a distance of 412.63 feet to the North line of Section 11.
Thence South $89^{\circ}40'43''$ West along the North line of Section 11 a distance of 550.00 feet to the TRUE POINT OF BEGINNING.

Parcel 2:

A parcel of land located in the Northwest $\frac{1}{4}$ Northeast $\frac{1}{4}$ of Section 11, Township 8 South, Range 36 East, Boise Meridian, Bannock County, Idaho. It is more particularly described as follows:

COMMENCING at the North $\frac{1}{4}$ corner of Section 11 a found Bannock County Monument;
Thence North $89^{\circ}40'43''$ East along the North line of Section 11, a distance of 1316.45 feet to the East $\frac{1}{16}$ corner of Section 11, the TRUE POINT OF BEGINNING;
Thence South $0^{\circ}03'59''$ West along the East $\frac{1}{16}$ line of Section 11 a distance of 165.00 feet to the South line of the Armstrong property;
Thence South $89^{\circ}40'43''$ West, along the South line of the Armstrong property, a distance of 26.38 feet to an existing fence line;
Thence North $6^{\circ}45'30''$ East, along said fence line a distance of 166.26 feet to the North line of Section 11;
Thence North $89^{\circ}40'43''$ East, along the North line of Section 11, a distance of 7.00 feet to the TRUE POINT OF BEGINNING.

Parcel 3:

A parcel of land located in the Northwest ¼ Northeast ¼ of Section 11, Township 8 South, Range 36 East, Boise Meridian, Bannock County, Idaho. It is more particularly described as follows:

COMMENCING at the North ¼ corner of Section 11, a found Bannock County Monument; Thence North 89°40'43" East, along the North line of Section 11, a distance of 1316.45 feet to the East 1/16 corner of Section 11;

Thence South 0°03'59" West along the East 1/6 line of Section 11, a distance of 165.00 feet to the TRUE POINT OF BEGINNING;

Thence continuing South 0°03'59" West, a distance of 107.78 feet to the centerline of Upper Rock Creek Road;

Thence North 48°02'34" West, along the centerline of Upper Rock Creek Road a distance of 28.17 feet to the point of curvature of a 253.36 foot radius curve to the left having a central angle of 3°48'48";

Thence continuing along said centerline and curve a distance of 16.86 feet to a Southerly projection of an existing fence line;

Thence North 4°54'17" East, along said projection a distance of 50.46 feet to an existing fence line;

Thence North 6°45'30" East, along said fence line a distance of 27.87 feet to the South line of the Armstrong property;

Thence North 89°40'43" East, along the South line of the Armstrong property a distance of 26.38 feet to the TRUE POINT OF BEGINNING.

END OF SCHEDULE A

SCHEDULE B

Order No.: 3010917380CS Policy No.: OX 8084465

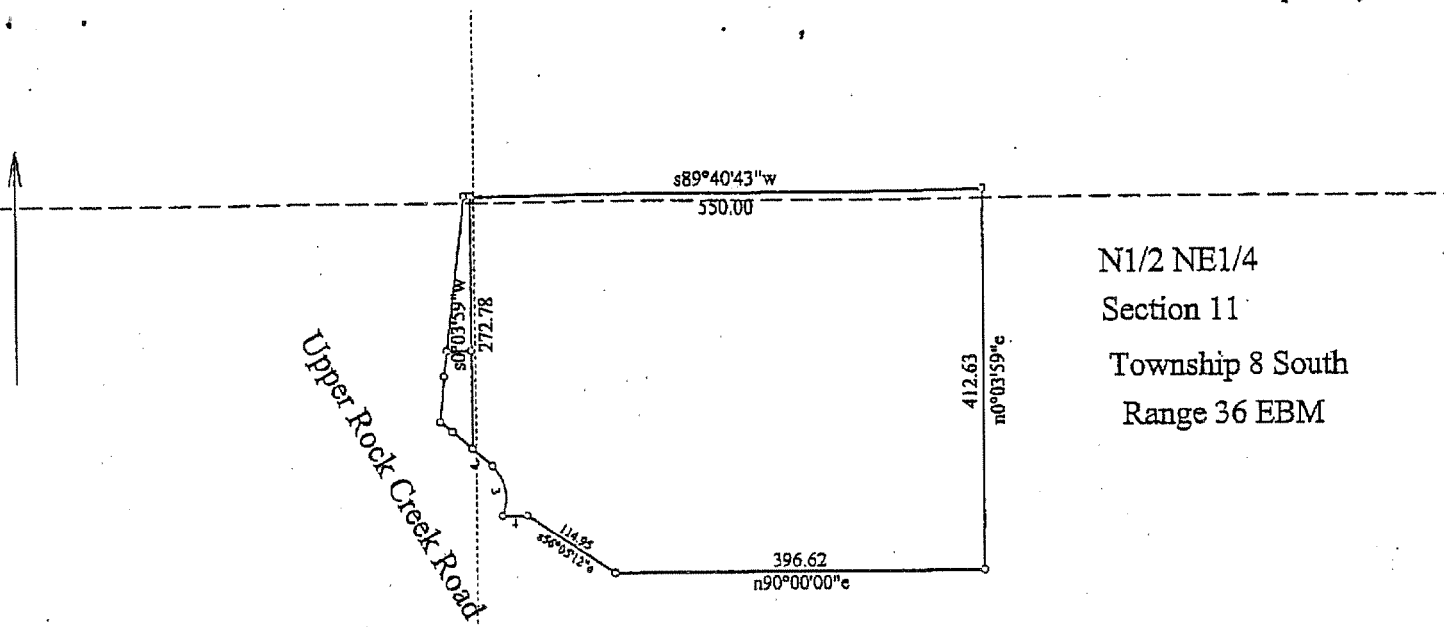
EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorney's fees, or expenses that arise by reason of:

1. Rights or claims of parties in possession not shown by the public records.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
3. Easements, or claims of easements, not shown by the public records.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the public records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
7. Taxes including any assessments collected therewith, for the year 2009, for which the first installment is paid and the second installment is due and payable on or before June 20, 2010.
8. Reservations and exceptions in the United States Patent, and in the act authorizing the issuance thereof.
9. Water rights, claims or title to water.
10. Rights of the State of Idaho in and to that portion of said premises, if any, lying in the bed or former bed of the Upper Rock Creek, if it is navigable.
11. Any question of location, boundary or area related to the Upper Rock Creek, including, but not limited to, any past or future changes in it.
12. The right of use, control, or regulation by the United States of America in exercise of power over navigation.
13. Any difference in the mean high water line of the Upper Rock Creek and the meander line as shown by government survey.
14. Right of the public in and to that portion of the premises lying within the right-of-way of Upper Rock Creek.

15. An easement for the purpose shown below and rights incidental thereto as set forth in document:
Granted to: Utah Power and Light Co.
Purpose: Public Utilities.
Recorded: November 14, 1946.
Book: 98.
Page: 273 of Official Records.
16. An easement for the purpose shown below and rights incidental thereto as set forth in document:
Granted to: Utah Power and Light Co.
Purpose: Public Utilities.
Recorded: November 13, 1978.
Instrument No.: 612681 of Official Records.
17. An easement for the purpose shown below and rights incidental thereto as set forth in a document.
Granted to: Jay N. Anthony and Goldie Anthony.
Purpose: Water course and system.
Recorded: September 17, 1979.
Instrument No. 633211 of Official Records.
18. An easement for the purpose shown below and rights incidental thereto as set forth in a document.
Granted to: Don G. Voeltzel and LaVerne Voeltzel and S. Wayne Wood and Jolie Wood.
Purpose: Ingress and Egress.
Recorded: June 25, 1980.
Instrument No. 649667 of Official Records.
19. An easement for the purpose shown below and rights incidental thereto as set forth in document:
Granted to: PacifiCorp, an Oregon Corporation, d/b/a Rocky Mountain Power.
Purpose: Public Utilities.
Recorded: July 31, 2009.
Instrument No.: 20916884 of Official Records.
20. A Deed of Trust to secure an indebtedness in the amount shown below:
Amount: \$140,000.00.
Trustor/Grantor: Joseph D. Rollins, an unmarried person.
Trustee: Fidelity National Title Insurance Co.
Beneficiary: Mortgage Electronic Registration Systems, Inc., as nominee for Bank of America, N.A.
Loan No.: 21267190.
MIN.: 1000255-0000261037-4.
Dated: October 21, 2009.
Recorded: October 26, 2009.
Instrument No.: 20922797 of Official Records.

END OF SCHEDULE B



N1/2 NE1/4
Section 11
Township 8 South
Range 36 EBM

Title: Baird Property

Date: 06-29-2007

Scale: 1 inch = 200 feet

File:

WHILE THIS IS A REPRESENTATION
OF THE PROPERTY DESCRIBED HEREIN,
THIS COMPANY ASSUMES NO LIABILITY
FOR VARIATIONS, IF ANY, WITH A SURVEY.

BANNOCK COUNTY ASSESSOR

Parcel No. R4057006202

USE
CODE: 3412

3010917380CS LISA JONES-ATEC

**APPLICATION FOR OWNER-OCCUPIED RESIDENTIAL
IMPROVEMENT EXEMPTION (Sec 62-602 G Idaho Code)**

QUALIFYING YEAR: 2010

Instrument No: 20922796

NAME AND ADDRESS:

PROPERTY ADDRESS: 698 E Upper Rock Creek

JOSEPH D ROLLINS
111 E BROADWAY, STE 250
SALT LAKE CITY, UT 84681

Single Family Dwelling	☒
Multi-Family Dwelling (Duplex, Triplex, Bsmt Apt)	☐
Apartment or Condominium	☐
Manufactured Home	☐
Commercial Improvements with Living Quarters	☐
Affidavit Provided	☐

LEGAL DESCRIPTION:

S11-T8S-R36E
CR NE 4 NE 4 TAX 115 5.0 AC
CR NW4NE4 TAX 117 0.06 AC
CR NW4NE4 TAX 119 0.06 AC

OCCUPANCY DATE: _____

NEW CONSTR OCCUPANCY DATE: _____

SALE PRICE: _____

PHONE NUMBER: _____

PREVIOUS HOMEOWNERS EXEMPTION: _____ YES _____ NO
WHERE: _____

UNDER PENALTY OF PERJURY, I CERTIFY THAT I AM AN IDAHO RESIDENT AND I
OWNED AND OCCUPIED AS MY PRINCIPAL RESIDENCE THE PROPERTY IDENTIFIED BY
THE LEGAL DESCRIPTION SHOWN ABOVE BEFORE APRIL 15, 2010.

Karren, Hendrix, Stagg, Allen & Company, P.C., successor by merger to Stagg & Associates, as
conservator for the estate of Joseph D. Rollins

by [Signature]
John Rumia, Secretary/Treasurer and Director

10/21/09
DATE

APPLICATION FOR THE HOMEOWNERS EXEMPTION MUST BE FILED WITH BANNOCK COUNTY
ASSESSOR, JO LYNN ANDERSON, ON OR BEFORE APRIL 15TH OF THE QUALIFYING YEAR.

MAILING ADDRESS: P.O. BOX 4969
POCATELLO, ID 83205

STREET ADDRESS: 624 E. CENTER ST
POCATELLO, ID 83204

TEC

