

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

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SEP 22 2006

DEPARTMENT OF
WATER RESOURCES

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 division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
PD 25-04226A					

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 usually attached to your deed or on file with the county).

OR

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 **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)

PATRICK N. SMITH AND JAMIE D. SMITH
210 W. 127 S. IDAHO FALLS, ID 83404

4. New Owner/Claimant(s)

ROSENDO A SALAZAR JENA SALAZAR
 Name Connector (Check one): ☒ and, ☐ or, ☐ and/or

New Mailing Address

210 W. 127 S.

City, State and ZIP Code

IDAHO FALLS, ID 83404

New Telephone Number

(208) 463-3314

new phone # 910-635-9364

5. Date you acquired the property

JUNE 2, 2006

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 Eastern Region

6. **If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 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 (one water right per box, you may copy this page as 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(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

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

7. Signature of New Owner(s) or Claimant(s)
(include title if applicable)

[Handwritten Signature]

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.

For Office Use Only

Received by _____	Date _____	Fee <u>\$ 25 -</u>
Receipted by <u>JC</u>	Date <u>9-15-06</u>	Receipt No. <u>ED32233</u>
Processed by _____	AJ Date _____	WR _____ Date _____

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Eastern Region

Return To:
FHHLC - POST CLOSING MAIL ROOM

1555 W. WALNUT HILL LN. #200 MC 6712
IRVING, TX 75038

Prepared By:
FIRST HORIZON HOME LOAN CORPORATION

3505 EAST OVERLAND DRIVE
MERIDIAN, ID 83642

[Space Above This Line For Recording Data]

DEED OF TRUST

0058069790

MIN 100085200580697904

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 June 1st, 2006 together with all Riders to this document.

(B) "Borrower" is
ROSENDO A. SALAZAR &
JENA SALAZAR, Husband & Wife

Borrower is the trustor under this Security Instrument.

(C) "Lender" is FIRST HORIZON HOME LOAN CORPORATION

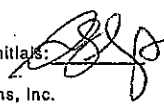
Lender is a CORPORATION
organized and existing under the laws of THE STATE OF KANSAS

IDAHO-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

Form 3013 1/01

VMP -6A(ID) (0509)

Page 1 of 15

Initials: 

VMP Mortgage Solutions, Inc.

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Eastern Region



Lender's address is 4000 Horizon Way
Irving, Texas 75063

(D) "Trustee" is FIRST AMERICAN TITLE CO

(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 June 1st, 2006
The Note states that Borrower owes Lender

ONE HUNDRED SEVENTY EIGHT THOUSAND & 00/100 Dollars
(U.S. \$ 178,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than JULY 1, 2036

(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 | ☐ 1-4 Family Rider |
| ☐ VA Rider | ☐ Biweekly Payment Rider | ☐ Other(s) [specify] |

(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.

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Initials

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(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 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 [Type of Recording Jurisdiction] of ~~Bingham~~ Bonneville [Name of Recording Jurisdiction]:

All that tract or parcel of land as shown on Schedule "A" attached hereto which is incorporated herein and made a part hereof.

Parcel ID Number: County: RPO5130002001AA City: which currently has the address of
210 WEST 127 SOUTH [Street]
IDAHO FALLS [City], Idaho 83404 [Zip Code]
("Property Address"):

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 foreclosure 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.

0058069790

VMP -6A(ID) (0509)

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Initials: *BSA*

Form 3013 1/01

SEP 15 2006

Recording of Motor Vehicle
Eastern Region

Settlement Statement

B. Type of Loan

First American Title Company

Settlement Statement

1-5. Loan Type Conv. Unins.

6. File Number 161626-IF

7. Loan Number 0058069790

8. Mortgage Insurance Case Number

Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown, items marked "(POC)" were paid outside this closing; they are shown for informational purposes and are not included in the totals.

Name of Borrower: Rosendo A. Salazar, Jena Salazar

Name of Seller: Patrick N. Smith, Jamie D. Smith
210 West 127th South Idaho Falls, ID 83404

Name of Lender: First Horizon Home Loan Corporation
3505 E. Overland Road
Meridian, ID 83642

Property Location: 210 West 127th South, Idaho Falls, ID 83404

Settlement Agent: First American Title Company
Address: 2004 Jennie Lee Drive, Idaho Falls, ID 83404

I. Settlement Date: 06/01/2006

Print Date: 06/01/2006, 3:13 PM

Disbursement Date: 06/02/2006

Summary of Borrower's Transaction

1. Gross Amount Due From Borrower

Contract Sales Price 178,000.00

2. Personal Property

3. Settlement charges to borrower (line 1400) 6,746.70

4.

5.

Adjustments for items paid by seller in advance

6. City/town taxes

7. County taxes

8. Assessments

9.

10.

11.

12.

13.

14.

15.

16.

17.

18.

19.

20. Gross Amount Due From Borrower 184,746.70

21. Amounts Paid By Or In Behalf of Borrower

22. Deposit or earnest money 500.00

23. Principal amount of new loan(s) 178,000.00

24. Existing loan(s) taken subject

25. Selling Broker Credit to Buyer from High Desert Realtors 400.00

26. Broker Credit from Legacy Mortgage Group LLC 200.00

27.

28.

29.

Adjustments for items unpaid by seller

30. City/town taxes

31. County taxes 01/01/06 to 06/02/06 @\$771.86/yr 321.43

32. Assessments

33. Seller pd. closing costs 5,000.00

34.

35.

36.

37.

38.

39.

40. Total Paid By/For Borrower 184,421.43

41. Cash At Settlement From/To Borrower

42. Gross amount due from Borrower (line 120) 184,746.70

43. Less amounts paid by/for Borrower (line 220) 184,421.43

44. Cash (X From) (To) Borrower 325.27

K. Summary of Seller's Transaction

400. Gross Amount Due To Seller

401. Contract Sales Price

402. Personal Property

403. Total Deposits

404.

405.

Adjustments for items paid by seller in advance

406. City/town taxes

407. County taxes

408. Assessments

409.

410.

411.

412.

413.

414.

415.

420. Gross Amount Due To Seller

500. Reductions In Amount Due to Seller

501. Excess deposit (see instructions)

502. Settlement charges (line 1400)

503. Existing loan(s) taken subject

504. Payoff of first mortgage loan

505. Payoff of second mortgage loan

506.

507.

508.

509.

Adjustments for items unpaid by seller

510. City/town taxes

511. County taxes

512. Assessments

513.

514.

515.

516.

517.

518.

519.

520. Total Reduction Amount Due Seller

600. Cash At Settlement To/From Seller

601. Gross amount due to Seller (line 420)

602. Less reductions in amounts due to Seller (line 520)

603.

I, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent:

Date: 6-1-06

Settlement Charges		Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
100. Total Sales/Broker's Commission based on price			
Division of Commission (line 700) as follows			
103. Commission paid at Settlement			
104. Items Payable in Connection with Loan			
104.1. Loan Origination Fee			
104.2. Loan Discount			
104.3. Appraisal Fee - Broc Genira		375.00	
104.4. Credit Report			
104.5. Lender's Inspection Fee			
104.6. Mortgage Insurance Application Premium			
104.7. Assumption Fee			
104.8. Wire Transfer Fee - First Horizon Home Loan Corporation		57.00	
104.9. Tax Service Fee - Total Mortgage Solutions		90.00	
104.10. Underwriting Fee - First Horizon Home Loan Corporation		495.00	
104.11. Flood Determination Fee - Federal Flood		24.00	
104.12. Yield Spread Premium - Legacy Mortgage Group LLC		POC \$2,225.00	
104.13. Application Fee - Legacy Mortgage Group LLC		55.00	
104.14. Loan Origination Fee - Legacy Mortgage Group LLC		1,780.00	
Supplemental Summary			
105. Items Required by Lender to be Paid in Advance			
105.1. Interest 06/02/06 to 07/01/06 @ \$33.375000/day - First Horizon Home Loan Corporation		967.88	
105.2.			
105.3. Hazard Insurance Premium for to Talbot Tandy & Wood		510.00	
105.4. Flood Insurance Premium to HUB-BHJ Insurance, Inc.		927.80	
Supplemental Summary			
106. Reserves Deposited with Lender			
106.1. Hazard Insurance 3 mo(s) @ \$42.50/mo		127.50	
106.2. Mortgage Insurance			
106.3. City Property Taxes			
106.4. County Property Taxes 3 mo(s) @ \$64.32/mo		192.96	
106.5. Annual assessments			
106.6. Flood Insurance 3 mo(s) @ \$77.32/mo		231.96	
106.7.			
106.8. Aggregate Accounting Adjustment			
107. Title Charges			
107.1. Settlement or closing fee - First American Title Company		267.00	
107.2. Abstract or title search			
107.3. Title examination			
107.4. Title Insurance Binder			
107.5. Document Fee			
107.6. Notary Fee			
107.7. Attorney Fee			
(includes above item numbers:)			
107.8. Title Insurance - See supplemental page for breakdown of individual fees and payees		410.60	
(includes above item numbers:)			
107.9. *Lender's coverage \$178,000.00 Premium: \$326.70			
107.10. Owner's coverage \$178,000.00 Premium: \$83.90			
107.11. Endorsements-100/116/8.1 - First American Title Company		50.00	
1112.			
1113.			
1114.			
1115.			
1116.			
1117.			
120. Government Recording and Transfer Charges			
120.1. *Recording fees: Deed \$3.00 Mortgage \$42.00 Release \$0.00		45.00	
120.2. City/county tax/stamps:			
120.3. State tax/stamps:			
120.4.			
120.5.			
120.6.			
130. Additional Settlement Charges			
130.1. Survey to			
130.2. Pest Inspection to			
130.3. Septic bill to AAA Sewer Service		110.00	
130.4. Courier and Handling Fee - First American Title Company		30.00	
130.5.			
130.6.			
130.7.			
130.8.			
130.9.			
130.10.			
1311.			
1312.			
1313.			
1314.			
Supplemental Summary		6,746.70	
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)			

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DEPARTMENT OF WATER RESOURCES

Date: **June 01, 2006**

File No.: **161626-IF (bs)**

EXHIBIT 'A'

LEGAL DESCRIPTION:

LOTS 1 AND 4, BLOCK 2, TAYLOR TOWNSITE, BONNEVILLE COUNTY, IDAHO, ACCORDING TO THE PLAT RECORDED JUNE 26, 1905, OLD PLAT BOOK, AT PAGE 13.

ALSO: A 40-FOOT STRIP OF PROPERTY THAT LIES DIRECTLY EAST AND ADJACENT TO BLOCK 2 OF THE TAYLOR TOWNSITE PLAT.

Initials: