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DEC 05 2008

WATER RESOURCES
WESTERN 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)
PD 63-15589	12-30-99 IRIGA 54103				

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) JAN I TAYLOR

4. New Owner/Claimant(s) DAVID A. PEREZ
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

New Mailing Address 12 HUMMINGBIRD HAVEN RD.

City, State and ZIP Code BOISE, IDAHO 83716

New Telephone Number (208) 345-1870 Email: SPANKYPEREZ@IAHDO.COM

484-6577 cell

5. Date you acquired the property 01/31/2007
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.

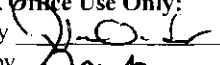
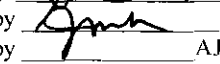
DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right will not be split, skip this area and proceed to line 7)		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Water Right and/or Adjudication Claim Number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

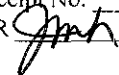
7. Signature(s) of New Owner(s) or Claimant(s)  (title if applicable)
- (title if applicable)

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 
 Received by 
 Processed by AJ

Date Dec 5, 08
 Date 12-5-08
 Date

Receipt Amt. 25.00
 Receipt No. W037078
 WR  Date 12-5-08

After Recording Return To:

Taylor, Bean & Whitaker Mortgage Corp.
1417 North Magnolia Ave.
Ocala, FL 34475

[Space Above This Line For Recording Data]

DEED OF TRUST

MIN: 100029500015482650

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 **January 26, 2007**, together with all Riders to this document.

(B) "Borrower" is **David A. Perez, An Unmarried Man**

Borrower is the trustor under this Security Instrument.

(C) "Lender" is **Taylor, Bean & Whitaker Mortgage Corp.**

Lender is a **Florida Corporation**
the laws of **FL**

organized and existing under
. Lender's address is

1417 North Magnolia Ave, Ocala, FL 34475

(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 **January 26, 2007**. The Note states that Borrower owes Lender **One Hundred Seventy Four Thousand Four Hundred and no/100** Dollars (U.S. \$ **174,400.00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **February 01, 2037**.

IDAHO—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

ITEM T0648L1 (0011)—MERS

(Page 1 of 12 pages)

Form 3013 1/01

GREATLAND ■

To Order Call: 1-800-530-9393 □ Fax: 515-791-1131



0240681548265

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 Ada
[Name of Recording Jurisdiction]

See Attached Exhibit A.

which currently has the address of

12 Hummingbird Haven Road
[Street]

Boise
[City]

, Idaho

83716
[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 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.

Escrow: First American Title Co.
7311 Potomac Drive
Boise, Idaho 83704
Attn: Joyce Cafferty
Your No.: PEREZ

SCHEDULE A

1. Commitment Date: January 4, 2007, at 8:00 A.M.
Commitment No.: 07-01-8038

2. Policy to be issued: Policy Amount Fee
(a) Owners Policy Form 1402-06 (STANDARD) \$218,000.00 \$959.00

Proposed Insured:

David Perez

- (b) Loan Policy Form 1056-06 (STANDARD) \$200,000.00 \$ 75.00
Extended \$271.50
Endorsements 8.1-06, 9-06, 22-06 \$ 50.00

Proposed Insured:

First American Title

3. Fee simple interest in the land described in this
Commitment is owned, at the Commitment Date, by:

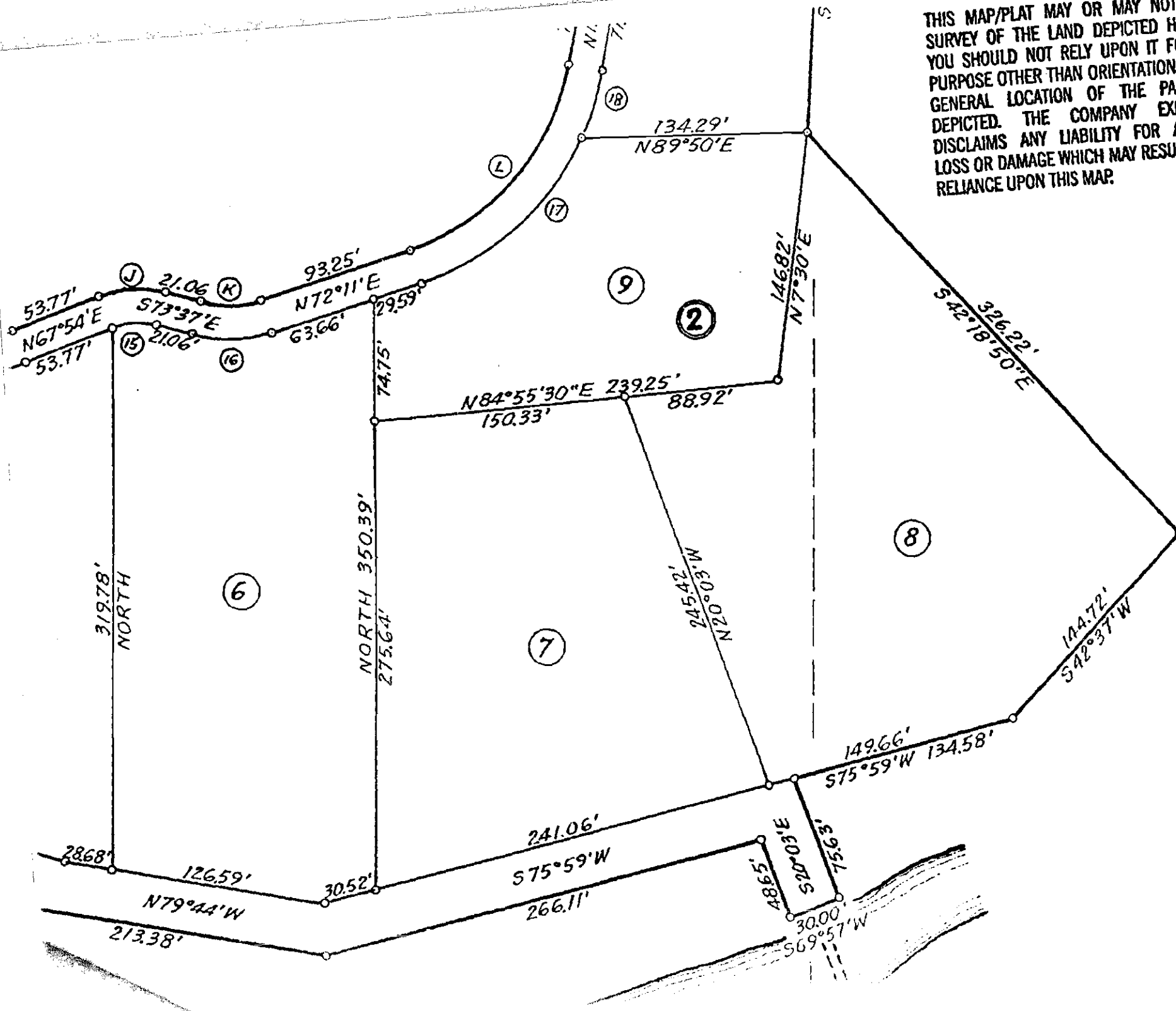
Jan I. Taylor, an unmarried woman

4. The land referred to in this Commitment is described as
follows:

Lots 6, 7 and 8 in Block 2 of Six-B Subdivision, according to
the official plat thereof recorded as Instrument No. 69155,
records of Boise County, Idaho.

Property address is 12 Hummingbird Haven Road, Boise, Idaho
83716

THIS MAP/PLAT MAY OR MAY NOT BE A SURVEY OF THE LAND DEPICTED HEREON. YOU SHOULD NOT RELY UPON IT FOR ANY PURPOSE OTHER THAN ORIENTATION TO THE GENERAL LOCATION OF THE PARCEL(S) DEPICTED. THE COMPANY EXPRESSLY DISCLAIMS ANY LIABILITY FOR ALLEGED LOSS OR DAMAGE WHICH MAY RESULT FROM RELIANCE UPON THIS MAP.



IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAWDATE: MAY-12-2000
PAGE: A-6-----
RIGHTS FROM: SOURCE: MORES CREEK TRIBUTARY: BOISE RIVER

RIGHT NUMBER: 63-15589

NAME & ADDRESS: JAN I TAYLOR
12 HUMMINGBIRD HAVEN RD
BOISE ID 83716

SOURCE: MORES CREEK TRIBUTARY: BOISE RIVER

QUANTITY: 0.04 CFS

THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000
GALLONS PER DAY.

PRIORITY DATE: 12/31/1964

POINT OF DIVERSION: T04N R04E S28 NWSE Within BOISE County

PURPOSE AND PERIOD OF USE: PURPOSE OF USE PERIOD OF USE QUANTITY
DOMESTIC 01-01 12-31 0.04 CFS

DOMESTIC USE FOR LAWN & GARDEN.

PLACE OF USE: DOMESTIC Within BOISE County
T04N R04E S28 NWSE

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

THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A
DETERMINATION OF HISTORICAL BENEFICIAL USE.EXPLANATORY MATERIAL: BASIS OF CLAIM - BENEFICIAL USE
PARCEL NO. RP 067010020060
PROPERTY ALSO KNOWN AS LOT 6, BLK 2, 6-B SUBDIVISION #1.

1/29/07

I hereby transfer all water rights
~~as~~ as stated above at Humming Bird Haven
Rd to David A. Perez.

Jan I. Taylor

1/29/07 10:20 a.m.

To Buyer.