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MAR 06 2007

Page 1 of 8STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESDepartment of Water Resources
Eastern RegionTransfer No. 74190APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1Name of applicant Cody & Jennifer Matthews Phone (208) - 229-2296
Post Office address 887E 500 South, Declo ID 83323

A. PURPOSE OF TRANSFER

1. ☒ Change point of diversion ☐ Add diversion point(s) ☐ Change place of use
☐ Change nature of use ☐ Change period of use ☐ Other _____
2. Describe the reason for the proposed changes Land has been subdivided and applicant(s) have purchased Lot 2 Block 1 of Cox Mountainview Estates.

B. DESCRIPTION OF RIGHT(S) OR PORTION THEREOF, AFTER THE REQUESTED CHANGE

1. Right Number 27-12161 Priority 09/11/1974 Amount (cfs/ac-ft) 0.09 cfs Nature of Use IRRIGATION Period of Use 03/15 to 11/15
2. Total amount of water being transferred 0.09 cubic feet per second and/or _____ acre-feet per annum.
3. Source of water Ground water tributary to _____

4. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion
		SE	SE	9	01S	37E	Bingham	

5. Lands irrigated or place of use: AKA Lot 2 Block 1 Cox Mountain Estates

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
01S	37E	9																5.0	5.0

Total acres 5.0

74198

PART 1

6. General Information:

a. Description of diversion system Well pump mainline to irrigation system for Lot 2 Block 1 Cox Mountain Estates

b. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts? X Yes _____ No. If yes, provide a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes.

c. Describe the affect on the land now irrigated if the place of use is changed pursuant to this transfer:
No change

d. Remarks:
Applicant purchased Lot 2 Block 1 Cox Mountain Estates

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. _____
And said application is hereby _____, subject to the following limitations and conditions:

Witness my hand this _____ day of _____, 19 _____

page 308

74198

Page 1

02/03/2006

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 27-11990

WATER RIGHT NUMBER: 27-11990

Owner Type Name and Address
 Previous Owner EMMETT R NULPH
 Current Owner BYARD COX
 3775 N YELLOWSTONE HWY
 IDAHO FALLS, ID 83401
 (208)529-6679

Priority Date: 09/11/1974

Basis: License

Status: Active

SourceTributary

GROUND WATER

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	03/15 to 11/15	0.720 CFS	133.00 AF

<u>Total Diversion:</u>	0.720 CFS	133.00 AF
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Location of Point(s) of Diversion

GROUND WATER	SE1/4NE1/4	Sec. 9,Twp 01S,Rge 37E, B.M.	BINGHAM County
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Place of Use IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
01S	37E	9																	38.0
																			38.0

Total Acres: 38

Conditions of Approval:

1. P21 THIS RIGHT IS A SPLIT FROM FORMER RIGHT 27-7044.
2. RIGHT 27-7044 WAS SPLIT AND THIS CLAIM WAS AMENDED TO MATCH THE PORTION OF THE SPLIT, 2/23/04 CB.

Remarks:Comments:Dates and Other Information:

Claim Received Date: 2/17/2004
 Enlargement Use Priority Date:
 Enlargement Statute Priority Date:
 State or Federal: S
 Owner Name Connector:
 Water District Number:
 Generic Max Rate Per Acre:
 Generic Max Volume Per Acre:
 Swan Falls Trust or Nontrust:
 Swan Falls Dismissed:
 DLE Act Number:
 Carey Act Number:
 Mitigation Plan: False

Combined Use Limits:Water Supply Bank:

74198

PART 2

No Sugar

B. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED

(If the entire right is to be changed by the applicant, omit part B and C.)

1. amount 0.09 cfs for Irrigation purposes from 03/15 to 11/15
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion:

Lot	¼	¼	¼	Sec	Twp	Rge	County	Local name for diversion
	SE	SE	NE	9	01S	37E	BINGHAM	

3. Lands irrigated or place of use:

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
01S	37E	9																5.0	5.0

Total Acres 5.0

C. DESCRIPTION OF UNCHANGED PORTION OF RIGHT (omit if there is no change)

1. amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

The remaining portion(s) has been filed on in other transfers.

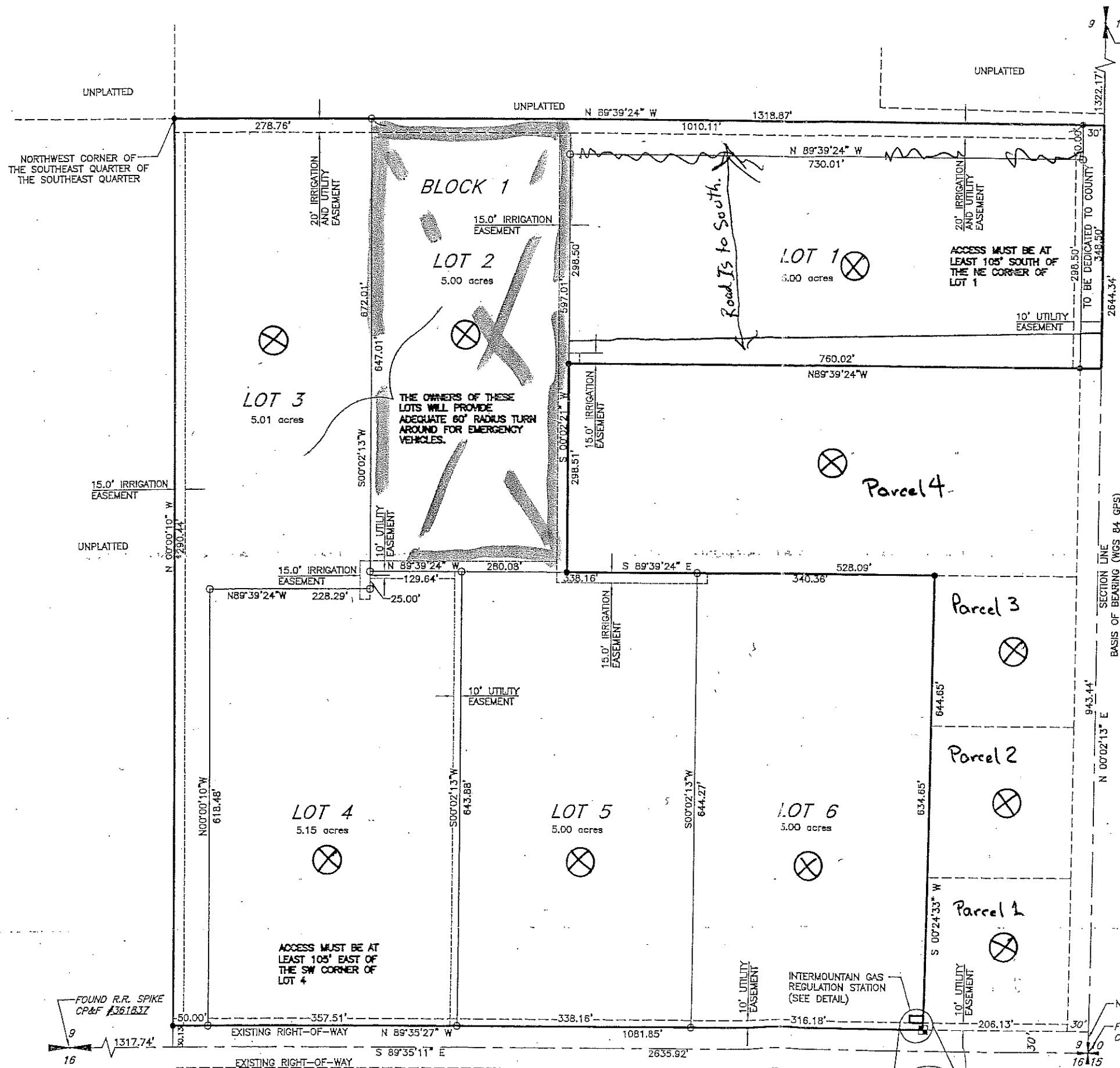
(cfs/ac-ft)

2. Point(s) of Diversion:

Lot	¼	¼	¼	Sec	Twp	Rge	County	Local name for diversion

3. Lands irrigated or place of use:

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	



COX MOUNTAINVIEW ESTATES

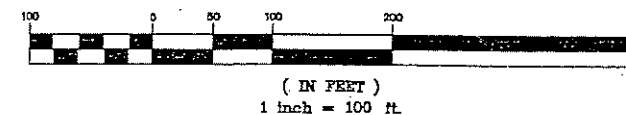
DIVISION NO. 1

A PART OF THE SOUTHEAST QUARTER OF
SECTION 9, TOWNSHIP 1 SOUTH, RANGE 37 EAST,
B.M., BINGHAM COUNTY, IDAHO

LINE TABLE		
LINE	LENGTH	BEARING
L1	10.00	S00°24'33"W
L2	20.00	N89°35'27"W
L3	10.00	S00°24'33"W
L4	20.00	N89°35'27"W



GRAPHIC SCALE



LEGEND

- Boundary Line
- Right-of-Way Line
- Centerline
- Lot Line
- Section Line
- Easement Line
- Point of Beginning
- Set 5/8"x30" Rebar with Plastic Cap - L.S. 4563
- Set 1/2"x24" Rebar with Plastic Cap - L.S. 4563

NOTE: Utility Easements 10' wide along all street frontages.

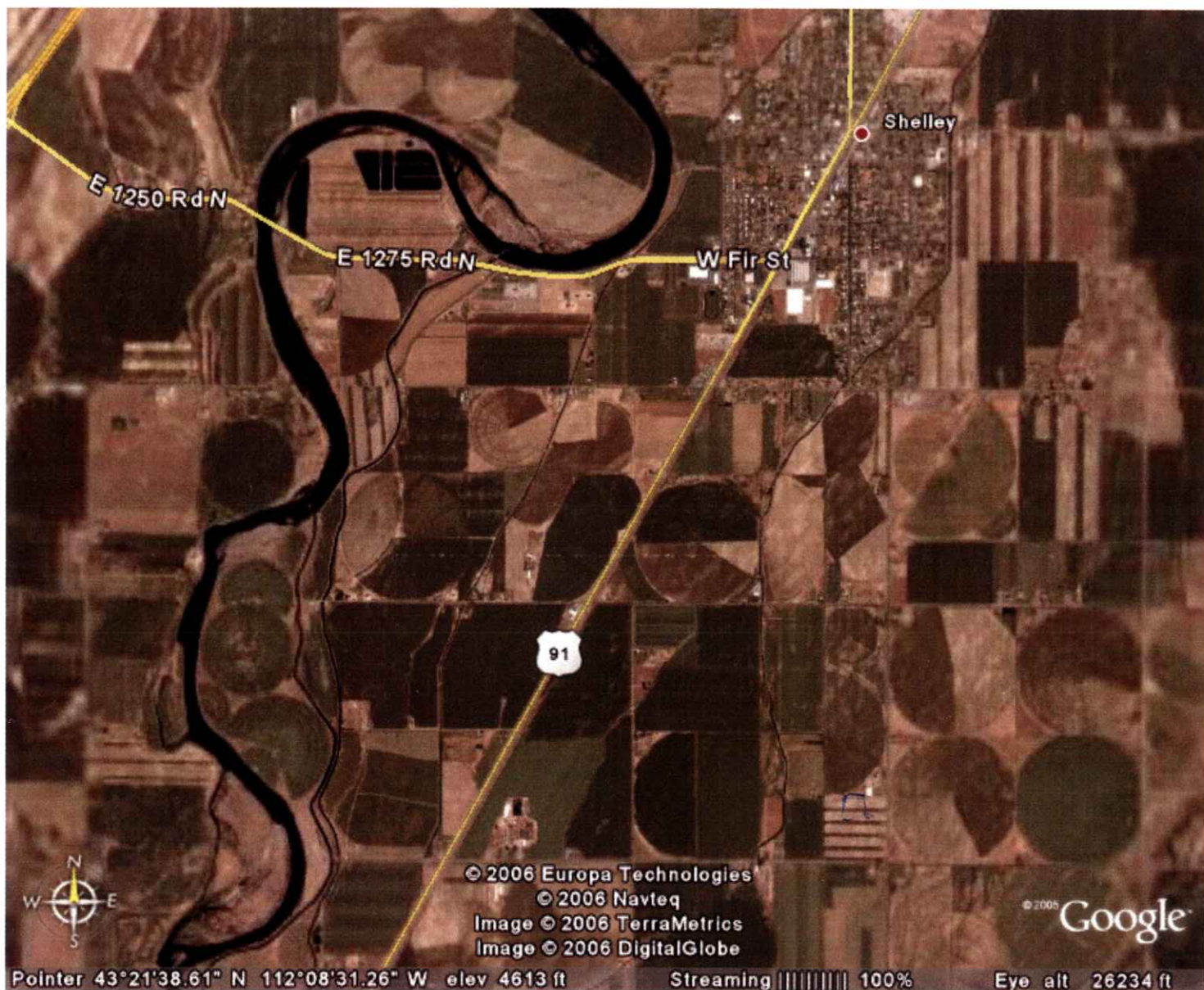


page 6 of 8

74198



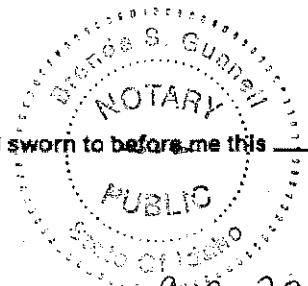
74198



PART 3

I hereby assert that no one will be injured by such change and that the change does not constitute an enlargement in use of the original right. The information contained in this application is true to the best of my knowledge.

I understand that any willful misrepresentations made in this application may result in voiding its approval.



[Signature]
(Signature of Applicant)
8th day of March, 19 2006

Subscribed and sworn to before me this

[Signature]
(Notary Public)

My commission expires 9-9-2010

FOR DEPARTMENT USE ONLY

Transfer contains <u>8</u> pages and _____ attachments		
Received by _____	Date _____	Protest filed by _____
Prelim. check by _____	Fee <u>100</u>	_____
Received by <u>SE</u>	Date <u>3/7/07</u>	<u>ED 32663</u>
Published in <u>Morning News</u>	Copies of protest forwarded by _____	
Pub. dates _____	Hearing held by _____ Date _____	
Watermaster recommendation requested on _____	Recommended for ☐ approval ☐ denial	
_____ rec'd. _____	by _____	
Copy of transfer sent to lien holder _____		

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

RECEIVED

MAR 06 2007

Department of Water Resources
Eastern Region

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
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27-11990

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).

3. Name and Address of Former Owner/Claimant(s)

BYARD COX, 3775 Yellowstone Hwy
Idaho Falls, Id 83401

4. New Owner/Claimant(s)

Cody & Jennifer Matthews

Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

New Mailing Address

City, State and ZIP Code

New Telephone Number

5. Date you acquired the property

6. If the change in ownership affects the entire water right, **THEN SKIP THIS ITEM AND GO TO 7.** If the change affects only a portion of the water right, you must describe, in detail, your portion of the water right below to describe your water right(s) after the change. If the quantity of water is greater than a proportionate share, you are not sure how to identify your portion of the water right, contact the nearest IDWR office for assistance.

Our new address

887 East 500 South

Declo, ID 83323

208-312-2298

Number listed in item 6 among multiple entries in the box(es) (if necessary). If your entry is for a larger amount, if necessary, contact the nearest

DESCRIPTION (If the right(s) is/are shared)		
Water Right and/or Adjudication Claim No.	Water Use	Description (cubic feet per second or acre-feet per annum) (acres, number and type of stock, homes, etc.)
	Irrigation	<u>0.09 cfs</u>
	Total	<u>0.09 cfs</u>

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

Jennifer Matthews

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 _____
Received by _____	Date _____	Receipt No. _____
Processed by _____	Date _____	WR _____

ATTACHMENT

T 74198
1 OF 7

AMT IF 4040311

COPY

After Recordation Return to:
KeyBank National Association
First American ELS - Policy Dept
1228 Euclid Avenue, Suite 400
Cleveland, OH 44115

DEED OF TRUST

BORROWER		GRANTOR	
JENNIFER A. MATTHEWS CODY M. MATTHEWS		JENNIFER A. MATTHEWS CODY M. MATTHEWS	
ADDRESS		ADDRESS	
4689 E 102 N RIGBY, ID 83442		1000 N 900 E SHELLEY, ID 83274	
TELEPHONE NO.	IDENTIFICATION NO.	TELEPHONE NO.	IDENTIFICATION NO.
TRUSTEE: FIRST AMERICAN TITLE INSURANCE COMPANY PO BOX 580 BLACKFOOT, ID 83221			

This note was
paid off in January
2007. I am not
sure if KeyBank
has released the
lien yet.
Thanks
Jen Matthews

In consideration of the loan or other credit accommodation hereinafter specified and any future advances or future Obligations which may hereafter be advanced or incurred and the trust hereinafter mentioned and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby irrevocably bargains, sells, transfers, grants, conveys and assigns to Trustee, his successors and assigns, in trust, for KeyBank National Association
4910 Tiedeman Road, Suite B, Brooklyn, Ohio 44144

(Lender), the beneficiary under this Deed of Trust, with power of sale and right of entry and possession all of Grantor's present and future estate, right, title and interest in and to the real property described in Schedule A which is attached to this Deed of Trust and incorporated herein by this reference, either located within an incorporated city or village at the date hereof, or containing not more than forty (40) acres, together with all present and future improvements and fixtures; all tangible personal property, including, without limitation, all machinery, equipment, building materials, and goods of every nature (excluding household goods) now or hereafter located on or used in connection with the real property, whether or not affixed to the land; all privileges, hereditaments, and appurtenances including all development rights associated with the real property, whether previously or subsequently transferred to the real property from other real property or now or hereafter susceptible of transfer from this real property to other real property; all leases, licenses and other agreements; all rents, issues and profits; all water, well, ditch, reservoir and mineral rights and stocks pertaining to the real property (cumulatively "Property"); to have and to hold the Property and the rights hereby granted for the use and benefit of Trustee, his successors and assigns, until payment in full of all Obligations secured hereby.

Moreover, in further consideration, Grantor does, for Grantor and Grantor's heirs, representatives, successors, and assigns, hereby expressly warrant, covenant, and agree with Lender and Trustee and their successors and assigns as follows:

1. **OBLIGATIONS.** This Deed of Trust shall secure the payment and performance of all present and future indebtedness, liabilities, obligations and covenants of Borrower or Grantor (cumulatively "Obligations") to Lender pursuant to:

INTEREST RATE	PRINCIPAL AMOUNT/ CREDIT LIMIT	FUNDING/ AGREEMENT DATE	MATURITY DATE	CUSTOMER NUMBER	LOAN NUMBER
8.110%	\$25,796.50	10/26/05	11/10/20	052790930410C	1256022240192

(b) all other present or future written agreements with Lender that refer specifically to this Deed of Trust (whether executed for the same or different purposes than the foregoing);

(c) any guaranty of obligations of other parties given to Lender now or hereafter executed that refers to this Deed of Trust;

(d) future advances, whether obligatory or optional, to the same extent as if made contemporaneously with the execution of this Deed of Trust, made or extended to or on behalf of Grantor or Borrower. Grantor agrees that if one of the Obligations is a line of credit, the lien of this Deed of Trust shall continue until payment in full of all debt due under the line notwithstanding the fact that from time to time (but before termination of the line) no balance may be outstanding. At no time shall the lien of this Deed of Trust, not including sums advanced to protect the security of this Deed of Trust, exceed \$ 25,796.50; and

(e) all amendments, extensions, renewals, modifications, replacements or substitutions to any of the foregoing.

As used in this Paragraph 1, the terms Grantor and Borrower shall include and also mean any Grantor or Borrower if more than one.

2. **REPRESENTATIONS, WARRANTIES AND COVENANTS.** Grantor represents, warrants and covenants to Lender that:

(a) Grantor has fee simple marketable title to the Property and shall maintain the Property free of all liens, security interests, encumbrances and claims except for this Deed of Trust and those described in Schedule B, which is attached to this Deed of Trust and incorporated herein by reference, which Grantor agrees to pay and perform in a timely manner;

(b) Grantor is in compliance in all respects with all applicable federal, state and local laws and regulations, including, without limitation, those relating to "Hazardous Materials," as defined herein, and other environmental matters (the "Environmental Laws"), and neither the federal government nor the state where the Property is located nor any other governmental or quasi governmental entity has filed a lien on the Property, nor are there any governmental, judicial or administrative actions with respect to environmental matters pending, or to the best of the Grantor's knowledge, threatened, which involve the Property. Neither Grantor nor, to the best of Grantor's knowledge, any other party has used, generated, released, discharged, stored, or disposed of any Hazardous Materials as defined herein, in connection with the Property or transported any Hazardous Materials to or from the Property. Grantor shall not commit or permit such actions to be taken in the future. The term "Hazardous Materials" shall mean any substance, material, or waste which is or becomes regulated by any governmental authority including, but not limited to: (i) petroleum; (ii) friable or nonfriable asbestos; (iii) polychlorinated biphenyls; (iv) those substances, materials or wastes designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act or listed pursuant to Section 307 of the Clean Water Act or any amendments or replacements to these statutes; (v) those substances, materials or wastes defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act or any amendments or replacements to that statute; and (vi) those substance wastes defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation Act, or any amendments or replacements to that statute or any other similar state or federal statute, rule, regulation or ordinance not in effect. Grantor shall not lease or permit the sublease of the Property to a tenant or subtenant whose operations may result in contamination of the Property with Hazardous Materials or toxic substances;

(c) All applicable laws and regulations, including, without limitation, the Americans with Disabilities Act, 42 U.S.C. Section 12101 et seq. (regulations promulgated thereunder) and all zoning and building laws and regulations relating to the Property by virtue of any municipal authority with jurisdiction over the Property, presently are and shall be observed and complied with in all material respects, including, without limitation, licenses, permits, and certificates of occupancy (including but not limited to zoning variances, special exceptions for nonconforming uses, and final inspection approvals), whether temporary or permanent, which are material to the use and occupancy of the Property, present shall be obtained, preserved and, where necessary, renewed;

T 74198
ATTACHMENT 2 OF 7

- (d) Grantor has the right and is duly authorized to execute and perform its obligations under this Deed of Trust and these actions do not conflict with the provisions of any statute, regulation, ordinance, rule of law, contract or other agreement which may be binding on Grantor at any time;
- (e) No action or proceeding is or shall be pending or threatened which might materially affect the Property; and
- (f) Grantor has not violated and shall not violate any statute, regulation, ordinance, rule of law, contract or other agreement (including, but not limited to, those governing Hazardous Materials) which might materially affect the Property or Lender's rights or interest in the Property pursuant to this Deed of Trust.

3. PRIOR DEEDS OF TRUST. Grantor represents and warrants that there are no prior deeds of trust affecting any part of the Property except as set forth on Schedule B attached to this Deed of Trust, which Grantor agrees to pay and perform in a timely manner. If there are any prior deeds of trust then Grantor agrees to pay all amounts owed, and perform all obligations required, under such deeds of trust and the indebtedness secured thereby and further agrees that a default under any prior deed of trust shall be a default under this Deed of Trust and shall entitle Lender to all rights and remedies contained herein or in the Obligations to which Lender would be entitled in the event of any other default.

4. TRANSFERS OF THE PROPERTY OR BENEFICIAL INTERESTS IN GRANTORS OR BORROWERS. In the event of a sale, conveyance, lease, contract for deed or transfer to any person of all or any part of the real property described in Schedule A, or any interest therein, or of all or any beneficial interest in Borrower or Grantor (if Borrower or Grantor is not a natural person or persons but is a corporation, limited liability company, partnership, trust, or other legal entity), Lender may, at its option, declare the outstanding principal balance of the Obligations plus accrued interest thereon immediately due and payable. At Lender's request, Grantor or Borrower, as the case may be, shall furnish a complete statement setting forth all of its stockholders, members, or partners, as appropriate, and the extent of their respective ownership interests.

5. ASSIGNMENT OF RENTS. In consideration of the Obligations which are secured by this Deed of Trust, Grantor absolutely and irrevocably assigns to Lender all Grantor's estate, right, title, interest, claim and demand now owned or hereafter acquired in all existing and future leases of the Property (including extensions, renewals and subleases), all agreements for use and occupancy of the Property (all such leases and agreements whether written or oral, are hereafter referred to as the "Leases"), and all guaranties of lessees' performance under the Leases, together with the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues, profits and other income of any nature now or hereafter due (including any income of any nature coming due during any redemption period) under the Leases or from or arising out of the Property, including minimum rents, additional rents, percentage rents, parking or common area maintenance contributions, tax and insurance contributions, deficiency rents, liquidated damages following default in any Lease, all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the Property, all proceeds payable as a result of a lessee's exercise of an option to purchase the Property, all proceeds derived from the termination or rejection of any Lease in a bankruptcy or other insolvency proceeding, and all proceeds from any rights and claims of any kind which Grantor may have against any lessee under the Leases or any occupants of the Property (all of the above are hereafter collectively referred to as the "Rents"). This assignment is subject to the right, power and authority given to the Lender to collect and apply the Rents. This assignment is recorded in accordance with applicable state law. As long as there is no default under the Obligations or this Deed of Trust, Lender grants Grantor a revocable license to collect all Rents from the Leases when due and to use such proceeds in Grantor's business operations. However, Lender may at any time require Grantor to deposit all Rents into an account maintained by Grantor or Lender at Lender's institution. Upon default in the payment of, or in the performance of, any of the Obligations, Lender may at its option take possession of the Property and have, hold, manage, lease and operate the Property on terms and for a period of time that Lender deems proper. Lender may proceed to collect and receive all Rents from the property, and Lender shall have full power to make alterations, renovations, repairs or replacements to the Property as Lender may deem proper. Lender may apply all Rents in Lender's sole discretion to payment of the Obligations or to the payment of the cost of such alterations, renovations, repairs and replacements and any expenses incident to taking and retaining possession of the Property periodically and the management and operation of the Property. Lender may keep the Property properly insured and may discharge any taxes, charges, claims, assessments and other liens which may accrue. The expense and cost of these actions may be paid from the Rents received, and any unpaid amounts shall be added to the principal of the Obligations. These amounts, together with other costs, shall become part of the Obligations secured by this Deed of Trust.

6. LEASES AND OTHER AGREEMENTS. Grantor shall not take or fail to take any action which may cause or permit the termination or the withholding of any payment in connection with any Lease pertaining to the Property. In addition, Grantor, without Lender's prior written consent, shall not: (a) collect any monies payable under any Lease more than one month in advance; (b) modify any Lease; (c) assign or allow a lien, security interest or other encumbrance to be placed upon Grantor's rights, title and interest in and to any Lease or the amounts payable thereunder; or (d) terminate or cancel any Lease except for the nonpayment of any sum or other material breach by the other party thereto. If Grantor receives at any time any written communication asserting a default by Grantor under a Lease or purporting to terminate or cancel any Lease, Grantor shall promptly forward a copy of such communication (and any subsequent communications relating thereto) to Lender. All such Leases and the amounts due to Grantor thereunder are hereby assigned to Lender as additional security for the Obligations.

7. COLLECTION OF INDEBTEDNESS FROM THIRD PARTY. Lender shall be entitled to notify or require Grantor to notify any third party (including, but not limited to, lessees, licensees, governmental authorities and insurance companies) to pay Lender any indebtedness or obligation owing to Grantor with respect to the Property (cumulatively "Indebtedness") whether or not a default exists under this Deed of Trust. Grantor shall diligently collect the Indebtedness owing to Grantor from these third parties until the giving of such notification. In the event that Grantor possesses or receives possession of any instruments or other remittances with respect to the Indebtedness following the giving of such notification or if the instruments or other remittances constitute the prepayment of any Indebtedness or the payment of any insurance or condemnation proceeds, Grantor shall hold such instruments and other remittances in trust for Lender apart from its other property, endorse the instruments and other remittances to Lender, and immediately provide Lender with possession of the instruments and other remittances. Lender shall be entitled, but not required, to collect (by legal proceedings or otherwise), extend the time for payment, compromise, exchange or release any obligor or collateral, or otherwise settle any of the Indebtedness whether or not an Event of Default exists under this Deed of Trust. Lender shall not be liable to Grantor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom. Notwithstanding the foregoing, nothing herein shall cause Lender to be deemed a mortgagee-in-possession.

8. USE AND MAINTENANCE OF PROPERTY. Grantor shall take all actions and make any repairs needed to maintain the Property in good condition. Grantor shall not commit or permit any waste to be committed with respect to the Property. Grantor shall use the Property solely in compliance with applicable law and insurance policies. Grantor shall not make any alterations, additions or improvements to the Property without Lender's prior written consent. Without limiting the foregoing, all alterations, additions and improvements made to the Property shall be subject to the beneficial interest belonging to Lender, shall not be removed without Lender's prior written consent, and shall be made at Grantor's sole expense.

9. LOSS OR DAMAGE. Grantor shall bear the entire risk of any loss, theft, destruction or damage (cumulatively "Loss or Damage") to the Property or any portion thereof from any cause whatsoever. In the event of any Loss or Damage, Grantor shall, at the option of Lender, repair the affected Property to its previous condition or pay or cause to be paid to Lender the decrease in the fair market value of the affected Property.

10. INSURANCE. The Property will be kept insured for its full insurable value (replacement cost) against all hazards including loss or damage caused by flood, earthquake, tornado and fire, theft or other casualty to the extent required by Lender. Grantor may obtain insurance on the Property from such companies as are acceptable to Lender in its sole discretion. The insurance policies shall require the insurance company to provide Lender with at least 30 days' written notice before such policies are altered or cancelled in any manner. The insurance policies shall name Lender as a loss payee and provide that no act or omission of Grantor or any other person shall affect the right of Lender to be paid the insurance proceeds pertaining to the loss or damage of the Property. In the event Grantor fails to acquire or maintain insurance, Lender (after providing notice as may be required by law) may in its discretion procure appropriate insurance coverage upon the Property and the insurance cost shall be an advance payable and bearing interest as described in Paragraph 22 and secured hereby. Grantor shall furnish Lender with evidence of insurance indicating the required coverage. Lender may act as attorney-in-fact for Grantor in making and settling claims under insurance policies, cancelling any policy or endorsing Grantor's name on any draft or negotiable instrument drawn by any insurer. All such insurance policies shall be immediately assigned, pledged and delivered to Lender as further security for the Obligations. In the event of loss, Grantor shall immediately give Lender written notice and Lender is authorized to make proof of loss. Each insurance company is directed to make payments directly to Lender instead of to Lender and Grantor. Lender shall have the right, at its sole option, to apply such monies toward the Obligations or toward the cost of rebuilding and restoring the Property. Any amounts may at Lender's option be applied in the inverse order of the due dates thereof.

11. ZONING AND PRIVATE COVENANTS. Grantor shall not initiate or consent to any change in the zoning provisions or private covenants affecting the use of the Property without Lender's prior written consent. If Grantor's use of the Property is or becomes a nonconforming use under any zoning provision, Grantor shall not cause or permit such use to be discontinued or abandoned without the prior written consent of Lender. Grantor will immediately provide Lender with written notice of any proposed changes to the zoning provisions or private covenants affecting the Property.

12. CONDEMNATION. Grantor shall immediately provide Lender with written notice of any actual or threatened condemnation or eminent domain proceeding pertaining to the Property. All monies payable to Grantor from such condemnation or taking are hereby assigned to Lender and shall be applied first to the payment of Lender's attorneys' fees, legal expenses and other costs (including appraisal fees) in connection with the condemnation or eminent domain proceedings and then, at the option of Lender, to the payment of the Obligations or the restoration or repair of the Property.

13. LENDER'S RIGHT TO COMMENCE OR DEFEND LEGAL ACTIONS. Grantor shall immediately provide Lender with written notice of any actual or threatened action, suit, or other proceeding affecting the Property. Grantor hereby appoints Lender as its attorney-in-fact to commence, intervene in, and defend such actions, suits, or other legal proceedings and to compromise or settle any claim or controversy pertaining thereto. Lender shall not be liable to Grantor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom. Nothing contained herein will prevent Lender from taking the actions described in this paragraph in its own name.

14. INDEMNIFICATION. Lender shall not assume or be responsible for the performance of any of Grantor's obligations with respect to directors, officers, employees and agents harmless from all claims, damages, liabilities (including attorneys' fees and legal expenses) arising from or resulting from any action, error, mistake, omission or delay pertaining to the actions described in this paragraph in its own name. Grantor shall immediately provide Lender with written notice of and indemnify and hold Lender and its directors, officers, employees and agents harmless from all claims, damages, liabilities (including attorneys' fees and legal expenses) arising from or resulting from any action, error, mistake, omission or delay pertaining to the actions described in this paragraph in its own name. Grantor, upon the request of Lender, shall hire legal counsel to defend Lender from such Claims, and pay the legal expenses and other costs incurred in connection therewith. In the alternative, Lender shall be entitled to employ its own legal counsel to defend Lender from such Claims at Grantor's cost. Grantor's obligation to indemnify Lender under this paragraph shall survive the termination, release or discharge of Grantor under this Deed of Trust.

ATTACHMENT 3 OF 7

[illegible]

10. **STOPPER CERTIFICATES.** Within ten (10) days after any request by Lender, Grantor shall deliver to Lender, or any intended transferee of the Obligations, a signed and acknowledged statement specifying (a) the outstanding balance on the Obligations; and (b) the nature of such claims, defenses, set-offs or counterclaims with respect to the Obligations and, if so, the nature of such claims, defenses, set-offs or counterclaims. Grantor will be conclusively bound by any representation that Lender may make to the intended transferee with respect to these matters in the event that Grantor fails to provide the requested statement in a timely manner.

(c) destroys, loses or damages the Property in any material respect or subjects the Property to seizure;
(d) seeks to revoke, terminate or otherwise limit its liability under any guaranty to Lender;
(e) dies, becomes legally incompetent, is dissolved or terminated, becomes insolvent, makes an assignment for the benefit of creditors, fails to pay debts as they become due, files a petition under the federal bankruptcy laws, has an involuntary petition in bankruptcy filed in which Grantor, Borrower or any guarantor is named, or has property taken under any writ or process of court;
(f) allows goods to be used, transported or stored on the Property, the possession, transportation, or use of which, is illegal;
(g) allows any party other than Grantor or Borrower to assume or undertake any Obligation without the written consent of Lender; or
(h) causes Lender to deem itself insecure due to a significant decline in the value of the Property; or if Lender, in good faith, for any reason, believes that the prospect of payment or performance is impaired.

(a) to declare the Obligations' immediately due and payable;
 (b) to collect the outstanding Obligations with or without resorting to judicial process;
 (c) to require Grantor to deliver and make available to Lender any personal property or Chattels constituting the Property at a place reasonably convenient to Lender; and
 (d) to enter upon and take possession of the Property without applying for or obtaining the appointment of a receiver and, at Lender's option, to appoint a receiver without bond, without first bringing suit on the Obligations and without otherwise meeting any statutory conditions regarding receivers, it being intended that Lender shall have this contractual right to appoint a receiver;
 (e) to employ a managing agent of the Property and let the same, either in Trustee's own name, in the name of Lender or in the name of receivers, it being intended that Lender shall have this contractual right to appoint a receiver;
 (f) to employ a managing agent of the Property and let the same, after payment of all necessary charges and expenses, on account of the Obligations;

(i) to set-off Grantor's obligations to Lender under any currently existing or future fiduciary or contractual accounts maintained with Lender or any currently existing or future fiduciary or contractual agreement or applicable law.

(ii) to exercise all other rights available to Lender under any other written agreement or applicable law.

Lender's rights are cumulative and may be exercised together, separately, and in any order. In the event that Lender institutes an action seeking the recovery of any of the Property by way of a prejudgment remedy in an action against Grantor, Grantor waives the posting of any bond which might otherwise be required. Lender or Lender's designee may purchase the Property at any sale. In the event Lender purchases the Property at any such sale, to the extent Lender's bid price exceeds the Obligations, Lender shall pay Trustee cash equal to such excess. The Property or any part thereof may be sold in one parcel, or in such parcels, manner or order as Lender in its sole discretion may elect, and one or more exercises of the power herein granted shall not extinguish or exhaust the power unless the entire Property is sold or the Obligations are paid in full.

THIS DEED OF TRUST IS GOVERNED BY THE UNIFORM COMMERCIAL CODE. This Deed of Trust shall be considered a financing statement and a security agreement under the UCC and shall be filed in the public records of the state where the Property is located covering fixtures, equipment, and all other personal property.

21. APPLICATION OF FORECLOSURE PROCEEDS. After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the highest lawful rate permissible under Idaho law; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

23. APPLICATION OF PAYMENTS. All payments made by or on behalf of Grantor may be applied against the amounts paid by Lender (including attorneys' fees and legal expenses) in connection with the exercise of its rights or remedies described in this Deed of Trust and then to the payment of the remaining Obligations in whatever order Lender chooses.

document required to be "taxed" by Grantor from any Obligation or cure any default under this Deed of Trust. The documents shall not relieve Grantor from any Obligation or cure any default under this Deed of Trust. The documents shall not relieve Grantor from any Obligation or cure any default under this Deed of Trust. The documents shall not relieve Grantor from any Obligation or cure any default under this Deed of Trust.

25. SUBROGATION OF LENDER. Lender shall be subrogated to the rights of the holder of any previous lien, security interest or encumbrance discharged with funds advanced by Lender regardless of whether these liens, security interests or other encumbrances have been released of record. Lender shall be subrogated to the rights of the holder of any previous lien, security interest or other encumbrances discharged with funds advanced by Lender regardless of whether these liens, security interests or other encumbrances have been released of record.

26. COLLECTION COSTS. To the extent permitted by law, Grantor agrees to pay Lender's reasonable fees and costs, including, but not limited to, attorneys' fees and costs of attorneys and other agents (including without limitation paralegals, clerks and consultants), whether or not such attorney or agent is an employee of Lender, which are incurred by Lender in collecting any amount due or enforcing any right or remedy under this Deed of Trust, whether or not suit is brought, including, but not limited to, all fees and costs incurred on appeal, in bankruptcy, and for post-judgment collection actions.

[illegible]

ATTACHMENT 4 OF 7

29. **SUBSTITUTE TRUSTEE.** In case of the death, inability, or absence of the Trustee from the state where the Property is located or in case the holder of the Obligations shall die for any reason, the Trustee or any substitute trustee as trustee hereunder shall appoint a new trustee in his place and stead, the holder of the Obligations hereby granted full power to appoint in writing a substitute trustee for said Trustee, and the substitute trustee shall, when appointed, become successor to all rights of Trustee hereunder and the same shall become vested in him for the purposes and objects of this Deed of Trust with all the power, duties and obligations herein conferred on the Trustee.
30. **SUCCESSORS AND ASSIGNS.** This Deed of Trust shall be binding upon and inure to the benefit of Grantor and Lender and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees and devisees.
31. **NOTICES.** Except as otherwise required by law, any notice or other communication to be provided under this Deed of Trust shall be in writing and sent to the parties at the addresses described in this Deed of Trust or such other address as the parties may designate in writing from time to time. Any such notice so given and sent by first class mail, postage prepaid, shall be deemed given the earlier of three (3) days after such notice is sent or when received by the person to whom such notice is being given.
32. **SEVERABILITY.** Whenever possible, each provision of this Deed of Trust shall be interpreted so as to be effective and valid under applicable state law. If any provision of this Deed of Trust violates the law or is unenforceable, the rest of this Deed of Trust shall continue to be valid and enforceable.
33. **APPLICABLE LAW.** This Deed of Trust shall be governed by the laws of the state where the Property is located. Unless applicable law provides otherwise, Grantor consents to the jurisdiction of any court selected by Lender, in its sole discretion, located in that state.
34. **NO THIRD-PARTY RIGHTS.** No person is or shall be a third-party beneficiary of any provision of this Deed of Trust. All provisions of this Deed of Trust in favor of Lender are intended solely for the benefit of Lender, and no third party shall be entitled to assume or expect that Lender will waive or consent to the modification of any provision of this Deed of Trust, in Lender's sole discretion.
35. **PRESERVATION OF LIABILITY AND PRIORITY.** Without affecting the liability of Borrower, Grantor, or any guarantor of the Obligations, or any other person (except a person expressly released in writing) for the payment and performance of the Obligations, and without affecting the rights of Lender with respect to any Property not expressly released in writing, and without impairing in any way the priority of this Deed of Trust over the interest of any person acquired or first evidenced by recording subsequent to the recording of this Deed of Trust, Lender may, either before or after the maturity of the Obligations, and without notice or consent: release any person liable for payment or performance of all or any part of the Obligations; make any agreement altering the terms of payment or performance of all or any part of the Obligations; exercise or refrain from exercising or waive any right or remedy that Lender may have under this Deed of Trust; accept additional security of any kind for any of the Obligations; or release or otherwise deal with any real or personal property securing the Obligations. Any person acquiring or recording evidence of any interest of any nature in the Property shall be deemed, by acquiring such interest or recording any evidence thereof, to have consented to all or any such actions by Lender.
36. **DEFEASANCE.** Upon the payment and performance in full of all of the Obligations, Lender will execute and deliver to Grantor those documents that may be required to release this Deed of Trust of record. Grantor shall be responsible to pay any costs of recordation.
37. **CONSTRUCTION LOAN.** ☐ This Deed of Trust is a construction mortgage under the Uniform Commercial Code, to secure an obligation incurred for the construction of an improvement on land, including the acquisition costs of land. This Deed of Trust secures a construction loan, and it will be subject to the terms of a construction loan agreement between Grantor and Lender. Any materials, equipment or supplies used or intended for use in the construction, development, or operation of the Property, whether stored on or off the Property, shall also be subject to the lien of this Deed of Trust.
38. **WAIVER OF HOMESTEAD.** Grantor hereby waives all homestead exemptions in the Property to which Grantor would otherwise be entitled under any applicable law.
39. **MISCELLANEOUS.** Grantor and Lender agree that time is of the essence. Grantor waives presentment, demand for payment, notice of dishonor and protest except as required by law. All references to Grantor in this Deed of Trust shall include all persons signing below. If there is more than one Grantor, their Obligations shall be joint and several. This Deed of Trust represents the complete integrated understanding between Grantor and Lender pertaining to the terms and conditions hereof.
40. **JURY TRIAL WAIVER.** LENDER AND GRANTOR HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY CIVIL ACTION ARISING OUT OF, OR BASED UPON, THIS DEED OF TRUST.
41. **ADDITIONAL TERMS:**

Grantor acknowledges that Grantor has read, understands, and agrees to the terms and conditions of this Deed of Trust, and acknowledges receipt of an exact copy of same.

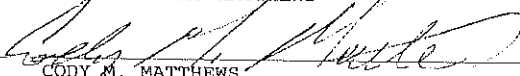
Dated this 26th day of October 2005

GRANTOR: JENNIFER A. MATTHEWS


JENNIFER A. MATTHEWS

GRANTOR:

GRANTOR: CODY M. MATTHEWS


CODY M. MATTHEWS

GRANTOR:

GRANTOR:

GRANTOR:

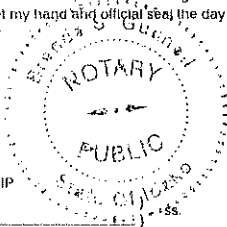
GRANTOR:

GRANTOR:

WHEN GRANTOR IS AN INDIVIDUAL

OF IDAHO Bannville ss. 26th day of October 2008 before me, the undersigned notary public in and for said State, personally appeared Jennifer A. Matthews and Cody M. Matthews known or identified to me to be the person(s) who is/are subscribed to the within instrument, and acknowledged to me he/she/they executed the same.

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



Notary Public for Idaho

Residing at: Idaho Falls

Commission expires: 9-9-2010

WHEN GRANTOR IS A PARTNERSHIP

OF IDAHO ss. 26th day of October 2008 before me, the undersigned, a notary public in and for said State, personally appeared Jennifer A. Matthews and Cody M. Matthews known or identified to me to be one of the partners in the partnership of Matthews and the partner who subscribed said partnership name on the within foregoing instrument, and acknowledged to me that Matthews executed the same in said partnership name.

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

Notary Public for Idaho

Residing at:

Commission expires:

WHEN GRANTOR IS A CORPORATION

OF IDAHO ss. 26th day of October 2008 before me, the undersigned notary public in and for said State, personally appeared Jennifer A. Matthews and Cody M. Matthews known or identified to me to be the Matthews of Matthews corporation that executed the within instrument or the person who executed the same on behalf of said corporation, and acknowledged to me that said corporation executed the same.

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

Notary Public for Idaho

Residing at:

Commission expires:

SCHEDULE A

The following described real property located in the County of BINGHAM, State of Idaho:

LOT 2, BLOCK 1, COX MOUNTAINVIEW ESTATES DIVISION NO. 1, BINGHAM COUNTY, IDAHO, AS SHOWN ON THE PLAT RECORDED APRIL 13, 2004, AS INSTRUMENT NO. 539614 RERECORDED JUNE 4, 2004, AS INSTRUMENT NO. 541662 AND RERECORDED APRIL 28, 2005, AS INSTRUMENT NO. 552977

SCHEDULE B

THIS DOCUMENT WAS PREPARED BY: KeyBank National Association / David G. Fisher

AFTER RECORDING RETURN TO LENDER AT ITS ADDRESS DESCRIBED ABOVE.

ATTACHMENT T 74198
6 OF 7



[http://mq-mapgend.websys.aol.com/?e=9&GetMapDirect=Gme5diw%](http://mq-mapgend.websys.aol.com/?e=9&GetMapDirect=Gme5diw%20)