

DE ✓

OK per Jeff Peppersack

25 7081

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)
WR 25-7081					

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)

Brian Snoke
5437 S. 2425th W 84067 801-544-8699

4. New Owner/Claimant(s)

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

New Mailing Address

480 Amy Lane

City, State and ZIP Code

Idaho Falls, Idaho 83406

New Telephone Number

(208) 529 4858

RECEIVED

JUL 12 2007

5. Date you acquired the property

1/14/1994

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)

Bob Hunt

(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 [Signature]
 Receipted by [Signature]
 Processed by [Signature] AJ

Date 7-12-07
 Date 7-12-07
 Date _____

Receipt Amt. 25.00
 Receipt No. E033100
 WR _____ Date _____

DEED OF TRUST

PARTIES: This Deed of Trust is made on JANUARY 14, 1994, among the Grantor, BOB N. HART AND MELANIE G. HART, AS HUSBAND AND WIFE
("Borrower"), FIRST AMERICAN TITLE CO. ("Trustee"),
and the Beneficiary, BANK OF EASTERN IDAHO

a corporation organized and existing under the laws of IDAHO, whose address is 399 N CAPITAL IDAHO FALLS, ID 83402 ("Lender").

CONVEYANCE: For value received, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the real estate described below and all rights, easements, appurtenances, rents, leases and existing and future improvements and fixtures (all called the "property").

PROPERTY ADDRESS: 480 AMY LANE, IDAHO FALLS, Idaho 83406
(Street) (City) (Zip Code)

LEGAL DESCRIPTION: LOT 11, BLOCK 1, MOUNTAIN VIEW ADDITION, DIVISION NO. 2, BONNEVILLE
COUNTY, IDAHO, ACCORDING TO THE RECORDED PLAT THEREOF.

COPY

located in BONNEVILLE County, Idaho.
Borrower's mailing address is 480 AMY LANE, IDAHO FALLS, ID 83406

DECLARATION: Borrower declares that either the above-referenced property is either not more than twenty acres in area or that the property is located within an incorporated city or village.

TITLE: Borrower covenants and warrants title to the property, except for encumbrances of record, municipal and zoning ordinances, current taxes and assessments not yet due and

SECURED DEBT: This deed of trust secures to Lender repayment of the secured debt and the performance of the covenants and agreements contained in this deed of trust and in any other document incorporated herein. Secured debt, as used in this deed of trust, includes any amounts Borrower owes to Lender under this deed of trust or under any instrument secured by this deed of trust and all modifications, extensions, and renewals thereof.

The secured debt is evidenced by (List all instruments and agreements secured by this deed of trust and the dates thereof.):

☐

☐ Future Advances: The above debt is secured even though all or part of it may not yet be advanced. Future advances are contemplated and will be secured to the same extent as if made on the date this deed of trust is executed.

☐ Revolving credit loan agreement dated _____, with initial annual interest rate of _____%. All amounts owed under this agreement are secured even though not all amounts may yet be advanced. Future advances under the agreement are contemplated and will be secured to the same extent as if made on the date this deed of trust is executed.

The above obligation is due and payable on FEBRUARY 5, 2004 if not paid earlier.

The total unpaid balance secured by this deed of trust at any one time shall not exceed a maximum principal amount of FORTY FIVE THOUSAND NINE HUNDRED ELEVEN AND 56/100 * * * * * Dollars (\$ 45,911.56), plus interest, plus any amounts disbursed under the terms of this deed of trust to protect the security of this deed of trust or to perform any of the covenants contained in this deed of trust, with interest on such disbursement.

☐ Variable Rate: The interest rate on the obligation secured by this deed of trust may vary according to the terms of that obligation.

☐ A copy of the loan agreement containing the terms under which the interest rate may vary is attached to this deed of trust and made a part hereof.

RIDERS: ☐ Commercial ☐

SIGNATURES: By signing below, Borrower agrees to the terms and covenants contained in this deed of trust, including those on page 2, and in any riders described above signed by Borrower. Borrower also acknowledges receipt of a copy of this deed of trust on today's date.

X Bob N. Hart
BOB N. HART

X Melanie G. Hart
MELANIE G. HART

ACKNOWLEDGMENT: STATE OF IDAHO, BONNEVILLE County ss:

On this _____ day of _____ before me _____,
a Notary Public in and for said county and state, personally appeared BOB N. HART AND MELANIE G. HART,
AS HUSBAND AND WIFE, known or identified to me (or proved on the oath of _____), to be the

Individual Acknowledgment [person(s) who executed this instrument, and acknowledged to me that T he Y executed the same.

Corporate Acknowledgment [_____ (Title(s)) of the corporation that executed the instrument or the persons who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

In Witness whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public residing at:

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SECURED DEBT: This deed of trust secures to Lender repayment of the secured debt and the performance of the covenants and agreements contained in this deed of trust and in any other document incorporated herein. Secured debt, as used in this deed of trust, includes any amounts Borrower owes to Lender under this deed of trust or under any instrument secured by this deed of trust and all modifications, extensions, and renewals thereof.

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X Bob N. Hart
BOB N. HART

Melanie G. Hart
MELANIE G. HART

ACKNOWLEDGMENT: STATE OF IDAHO, BONNEVILLE County ss:

On this 14 day of JANUARY, 1994, before me John A. Anderson, a Notary Public in and for said county and state, personally appeared BOB N. HART AND MELANIE G. HART, AS HUSBAND AND WIFE, known or identified to me (or proved on the oath of _____), to be the

Individual Acknowledgment [personal] who executed this instrument, and acknowledged to me that he Y executed the same.

Corporate Acknowledgment [Title(s) of the corporation that executed the instrument or the persons who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

In Witness whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

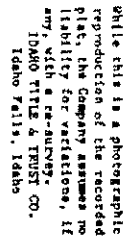
Notary Public (Expiring 11-12-94)

Melanie G. Hart

1. **Payment.** Borrower agrees to make all payments on the secured debt when due. Unless Borrower and Lender agree otherwise, any payments Lender receives from Borrower or for Borrower's benefit will be applied first to any amounts Borrower owes on the secured debt exclusive of interest or principal, second to interest, and then to principal. If partial prepayment of the secured debt occurs for any reason, it will not reduce or excuse any scheduled payment until the secured debt is paid in full.
2. **Claims against Title.** Borrower will pay all taxes, assessments, and other charges attributable to the property when due. Lender may require Borrower to provide copies of all notices that such amounts are due and the receipts evidencing Borrower's payment. Borrower will defend title to the property against any claims which would impair the lien of this deed of trust. Lender may require Borrower to assign any rights, claims or defenses which Borrower may have against parties who supply labor or materials to improve or maintain the property.
3. **Insurance.** Borrower will keep the property insured under terms acceptable to the Lender at Borrower's expense and for Lender's benefit. All insurance policies shall include a standard mortgage clause in favor of Lender. Lender will be named as loss payee or as the insured on any such insurance policy. Any insurance proceeds may be applied, within Lender's discretion, to either the restoration or repair of the damaged property or to the secured debt. If Lender requires mortgage insurance, Borrower agrees to maintain such insurance for as long as Lender requires.
4. **Property.** Borrower will keep the property in good condition and make all repairs reasonably necessary. Borrower will give Lender prompt notice of any loss or damage to the property.
5. **Expenses.** Borrower agrees to pay all Lender's expenses, including reasonable attorneys' fees, if Borrower breaks any covenant in this deed of trust or in any obligation secured by this deed of trust. Borrower will pay these amounts to Lender as provided in Covenant 9 of this deed of trust.
6. **Prior Security Interests.** Borrower will make payments when due and perform all other covenants under any mortgage, deed of trust, or other security agreement that has priority over this deed of trust. Borrower will not make or permit any modification or extension of any mortgage, deed of trust, or other security interest that has priority over this deed of trust or any notice or agreement secured thereby without Lender's written consent. Borrower will promptly deliver to Lender any notices received from any person whose rights in the property have priority over Lender's rights.
7. **Assignment of Rents and Profits.** Borrower assigns to Lender the rents and profits of the property. Unless Borrower and Lender have agreed otherwise in writing, Borrower may collect and retain the rents as long as Borrower is not in default. If Borrower defaults, Lender, Lender's agent, or a court appointed receiver may take possession and manage the property and collect the rents. Any rents Lender collects shall be applied first to the costs of managing the property, including court costs and attorneys' fees, commissions to rental agents, and any other necessary related expenses. The remaining amount of rents will then apply to payments on the secured debt as provided in Covenant 1. Lender and the receiver will only be responsible to account for rents actually received.
8. **Leaseholder; Condominiums; Planned Unit Developments.** Borrower agrees to comply with the provisions of any lease if this deed of trust is on a leasehold. If this deed of trust is on a unit in a condominium or a planned unit development, Borrower will perform all of Borrower's duties under the covenants, bylaws, or regulations of the condominium or planned unit development.
9. **Authority of Lender to Perform for Borrower.** If Borrower fails to perform any of Borrower's duties under this deed of trust, or any other mortgage, deed of trust, or security interest that has priority over this deed of trust, Lender may perform the duties or cause them to be performed. Lender may sign Borrower's name or pay any amount if necessary for performance. If any construction on the property is discontinued or not carried on in a reasonable manner, Lender may do whatever is necessary to protect Lender's security interest in the property. This may include completing the construction. Lender's failure to perform will not preclude Lender from exercising any of its other rights under the law or this deed of trust. Any amounts paid by Lender to protect Lender's security interest will be secured by this deed of trust. Such amounts will be due on demand and will bear interest from the date of the payment until paid in full at the interest rate in effect from time to time on the secured debt.
10. **Default and Acceleration.** If Borrower fails to make any payment when due, or breaks any covenants under this deed of trust, or any prior mortgage, deed of trust or security interest, or any obligation secured by this deed of trust, Lender may accelerate the maturity of the secured debt and demand immediate payment and may invoke the power of sale, as well as any other remedies permitted by applicable law.
11. **Power of Sale.** If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and at Lender's election to cause the property to be sold and shall cause such notice to be recorded in each county in which the property or some part thereof is located. Lender or Trustee shall give notice of sale in the manner prescribed by applicable law to Borrower and to other persons as applicable law may require. After the lapse of such time as may be prescribed by applicable law, Trustee shall sell the property (in gross or in parcels) at public auction to the highest bidder for cash at the time and place and under the terms designated in the notice of sale. Lender or Lender's designee may purchase the property at any sale. Trustee shall deliver to the purchaser Trustee's deed conveying the property without any covenant or warranty, expressed or implied. Trustee shall apply the proceeds of the sale in the following order: (1) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (2) to all sums secured by this Deed of Trust; and (3) the excess, if any, to the person or persons legally entitled thereto.
12. **Inspection.** Lender may enter the property to inspect it if Lender gives Borrower notice beforehand. The notice must state the reasonable cause for Lender's inspection.
13. **Condemnation.** Borrower assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the property. Such proceeds will be applied as provided in Covenant 1. This assignment is subject to the terms of any prior security agreement.
14. **Waiver.** By exercising any remedy available to Lender, Lender does not give up any rights to later use any other remedy. By not exercising any remedy upon Borrower's default, Lender does not waive any right to later consider the event a default if it happens again.
15. **Joint and Several Liability; Successors and Assigns Bound; Co-signers.** All duties under this deed of trust are joint and several. The duties and benefits of this deed of trust shall bind and benefit the successors and assigns of Lender and Borrower. Any Borrower who co-signs this deed of trust but does not co-sign the underlying deed instrument or agreement does so only to grant and convey that Borrower's interest in the property to the Trustee under the terms of this deed of trust. In addition, such a Borrower agrees that the Lender and any other Borrower under this deed of trust may extend, modify or make any other changes in the terms of this deed of trust or the secured debt without that Borrower's consent and without releasing that Borrower from the terms of this deed of trust.
16. **Notice.** Unless otherwise required by law, any notice to Borrower shall be given by delivering it or by mailing it by certified mail addressed to Borrower at the property address or any other address that Borrower has given to Lender. Borrower will give any notice to Lender by mail to Lender's address on page 1 of this deed of trust, or to any other address which Lender has designated. Any notice shall be deemed to have been given to Borrower or Lender when given in the manner stated above.
17. **Transfer of the Property or a Beneficial Interest in the Borrower.** If all or any part of the property or any interest in it is sold or transferred without Lender's prior written consent, Lender may demand immediate payment of the secured debt. Lender may also demand immediate payment if the Borrower is not a natural person and a beneficial interest in the Borrower is sold or transferred. However, Lender may not demand payment in the above situations if it is prohibited by federal law as of the date of this deed of trust.
18. **Reconveyance.** When Borrower has paid the secured debt in full and all underlying agreements have been terminated, Lender shall, upon written demand by Borrower, request Trustee to reconvey the property and shall deliver to Borrower this deed of trust and any documents evidencing the secured debt. Borrower shall pay all costs of recordation, if any.
19. **Substitute Trustee.** Lender may, at its option, from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. From the time a substitution of trustee is filed for record, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.
20. **Severability.** Any provision or clause of this mortgage or any agreement evidencing the secured debt which conflicts with applicable law will not be effective unless that law expressly or impliedly permits variations by agreement. If any provision or clause of this mortgage or any agreement evidencing the secured debt cannot be enforced according to its terms, this fact will not affect the enforceability of the balance of the mortgage and the agreement evidencing the secured debt.

For Recorder Use

Received Time Jul. 26. 8:56AM



BONNEVILLE COUNTY, IDAHO

E I/2 Sec. 22 T2N R38 E.B.M.
DAVID E. BENTON CONSULTING ENGINEER
IDAHO FALLS, IDAHO

SCALE: 1" = 200'

