

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

RECEIVED

MAR 21 2005

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
WR 96-7704					

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) PATRICIA M NEVINS - ROBERT F NEVINS
P.O. Box 411 CLARK FORK Id 83811
4. New Owner/Claimant(s) MARK D. PARKER PATRICIA M. PARKER
 Name Connector (Check one): ☐ and ☒ or ☒ and/or
- New Mailing Address P.O. Box 189
 City, State and ZIP Code CLARK FORK, Id 83811
 New Telephone Number () 208-266-0263
5. Date you acquired the property JULY 12, 2002

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)

Mark D. Smith
Farrela M. Parker

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 <u>AM</u>	Date <u>3-21-05</u>	Fee <u>\$25.00/xx</u>	
Received by <u>AM</u>	Date <u>3-21-05</u>	Receipt No. <u>6047207</u>	
Processed by _____ AJ	Date _____	WR _____	Date _____

THIS INSTRUMENT FILED FOR RECORD BY
FIRST AMERICAN TITLE COMPANY AS AN
ACCOMMODATION AND HAS NOT BEEN
EXAMINED AS TO ITS EXECUTION OR AS
TO ITS AFFECT UPON THE TITLE.

SW11883

PLEASE

NOTE

First American Title
FILED BY

2003 MAR 28 10:22

MARIE SCOTT
BONNER COUNTY RECORDER

DEPUTY

Bpg

621431

This Space Provided for Recorders Use

WHEN RECORDED RETURN TO:
Horizon Credit Union
P.O. Box 15128
Spokane, Washington 99215

LINE OF CREDIT TRUST DEED

Grantor(s): MARK D PARKER
PATRICIA M PARKER

Grantee(s): Horizon Credit Union
P.O. Box 15128
Spokane, Washington 99215

Legal Description:

For complete legal description, see attached Exhibit A.

Assessor's Property Tax Parcel or Account No.: RP56N02E250011A

Reference Numbers of Documents Assigned or Released:

THIS LINE OF CREDIT TRUST DEED IS DATED 02-28-2003, AMONG
MARK D. PARKER AND PATRICIA M. PARKER, HUSBAND & WIFE, whose address is
898 CASCADE CREEK RD., CLARK FORK, ID 83811 (referred to below as "Grantor"); Horizon Credit
Union, whose address is P.O. Box 15128, Spokane, Washington 99215 (sometimes referred to below as "Lender" and
sometimes as "Beneficiary"); and FIRST AMERICAN TITLE INSURANCE COMPANY
(referred to below as "Trustee").

This Line of Credit Trust Deed secures the Home Equity Credit Account Agreement (the "Agreement") dated
02-28-2003, in the maximum principal amount at any one time of \$53,000.00. For purposes of security,
the maximum term of your Account and the Agreement is thirty (30) years, which includes the specific draw and repayment
period including any renewals or extensions thereto.

1. **CONVEYANCE AND GRANT.** For valuable consideration, Grantor conveys to Trustee for the benefit of Lender as
Beneficiary all of Grantor's right, title, and interest in and to the real property described above ("Real Property"), together
with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and
appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other
rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and
similar matters.

2. **DEFINITIONS.** The following words shall have the following meanings when used in this Trust Deed:

a) **Indebtedness.** The word "Indebtedness" means all principal and interest payable under the Home Equity Credit
Account Agreement and any amounts advanced or expended by Lender to discharge obligations of Grantor or expenses
incurred by Trustee or Lender to enforce obligations of Grantor under this Trust Deed, together with interest on such
amounts as provided in this Trust Deed. This Trust Deed secures your Equity Line of Credit Account or Home Equity
Account under the Agreement. The term "Equity Line of Credit" is a revolving line of credit account which obligates Lender
to make advances to Grantor in the maximum principal amount at any one time as set forth above until the Agreement is
terminated or suspended or if advances are made up to the maximum credit limit, and Grantor complies with the terms of the
Agreement. Funds may be advanced by Credit Union, repaid by Grantor, and subsequently readvanced by Credit Union in
accordance with the Agreement. Notwithstanding the amount outstanding at any particular time, this Trust Deed secures
the total indebtedness under the Agreement. The "Home Equity Account" permits Borrower to request additional advances
after the initial advance subject to the Credit Union's credit and security verification. The unpaid balance of your account
under the Agreement will remain in full force and effect notwithstanding a zero outstanding balance on the line from time to
time.

b) **Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal
property owned by Grantor, now or hereafter attached or affixed to the Real Property; together with all accessions, parts,
and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including
without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

c) **Property.** The word "Property" means collectively the Real Property and the Personal Property.

d) **Related Documents.** The words "Related Documents" mean and include without limitation all advance vouchers,
loan agreements, guaranties, security agreements, mortgages, deeds of trust, and all other documents, whether now or
hereafter existing, executed in connection with Grantor's Indebtedness to Lender.

SCHEDULE A

Order No.: S39680

Reference No.:

1. Commitment Date: **May 7, 2004**

at **05:00 PM**

2. Policy (or Policies) to be issued:

Policy Amount

Premium Amount

(a) **Owner's Policy** (

Form 1402-92)

Proposed Insured:

No credits applicable

Endorsements:

(b) **Loan Policy** (Extd Loan Policy (10/17/92) Form 1056-92)

\$ 65,000.00

\$ 627.25

Proposed Insured:

No credits applicable

Horizon Credit Union, its successors and/or assigns as their respective interests may appear.

Endorsements: **100,116 & 8.1**

\$ 50.00

(c) ()

Proposed Insured:

Endorsements:

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

Mark D. Parker and Patricia M. Parker, husband and wife

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

The Northeast Quarter of the Northeast Quarter of the Northeast Quarter of Section 25, Township 56 North, Range 2 East, Boise Meridian, Bonner County, Idaho; EXCEPT THE NORTH 330 feet thereof; and

The Southeast Quarter of the Northeast Quarter of the Northeast Quarter of Section 25, Township 56 North, Range 2 East, Boise Meridian, Bonner County, Idaho.

According to the County Assessor's office, the above described property is commonly known as:

898 Cascade Ck, Clark Fork, Idaho 83811

**VALID ONLY IF SCHEDULE B AND
COVER ARE ATTACHED**

**ALTA Plain Language Commitment
Form No.: 1344-A (1982)
(S39680.PFD/S39680/3)**

Sheryl F# 206-652-3011

REGIONAL TRUSTEE SERVICES CORPORATION
720 Seventh Avenue, Suite 400
Seattle, WA 98104
Phone: (206) 340-2550 / Fax: (206) 292-4930

CL277200258000000

TRUSTEE'S CALL

Sale Date:	July 12, 2002	Trustee Sale No.	02-CL-27720
Time:	11:00 AM	TSG Order No.	35579-D

This is the time and place set for a foreclosure sale of that certain real property particularly described as:

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 56 NORTH, RANGE 2 EAST, BOISE MERIDIAN, BONNER COUNTY, IDAHO; EXCEPT THE NORTH 330 FEET THEREOF; AND THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 56 NORTH, RANGE 2 EAST, BOISE MERIDIAN, BONNER COUNTY, IDAHO.

This sale is conducted pursuant to a foreclosure of that certain Deed of Trust executed by CHRIS COLBY AND MARGARET COLBY, HUSBAND AND WIFE, as Grantor, to FIRST AMERICAN TITLE INSURANCE COMPANY, as Successor Trustee, for the benefit and security of CONTINENTAL FUNDING, USA, as Beneficiary, dated 12/15/2000, recorded 12/21/2000, under Instrument No. 574594, Mortgage records of BONNER County, IDAHO, the beneficial interest in which is presently held by OLYMPUS SERVICING, LP FKA CALMCO SERVICING, LP.

This foreclosure is subject to and in accordance with Idaho Code Section 45-1502, and the terms and conditions of the Deed of Trust. This sale is in the form of a public auction, to the highest bidder for cash or cash equivalent in lawful money of the United States of America, all due and payable at the end of the sale. The sale of this property is "as is" and is without covenant or warranty, either expressed or implied, regarding title, possession or encumbrances, and is to satisfy the obligation secured by and pursuant to the power of sale conferred in the above described Deed of Trust. The Trustee makes no representation as to the condition or character of the property or any improvements thereon or whether any such improvements constitute real or personal property of the grantors or their successors in interest.

The highest bidder at this sale shall receive a Trustee's Deed pursuant to Idaho Code Section 45-1509, and sale by the Trustee shall sell, foreclose and terminate all of the right, title and interest of the Grantors in and to the real property covered by said Deed of Trust, and shall further foreclose and terminate any interest or claim as to any persons whose interests are subsequent in time to that of the beneficiary and to whom notice has been given under Subsection 2 of Idaho Code Section 45-1505, and of any person claiming by, under or through such person, and such persons shall have no right to redeem the property from the purchaser in the Trustee's sale.

This sale is now open for bids. On behalf of the Beneficiary the opening bid is \$57,732.62. Do I hear any further bids???