

RECEIVED

JUL 27 2006

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

DEPT. OF WATER RESOURCES
 SOUTHERN 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
36-2266					
36-2362					
36-2378					
36-7964B					
36-15191					
36-2175					
36-10008					
36-10149					
36-10013					
36-7964A					

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)

4. New Owner/Claimant(s)

Orla H. Maughan Family Rev. Trust
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

New Mailing Address

453 W 900 N
Rupert, Idaho 83350

City, State and ZIP Code

New Telephone Number

(208) 532-4313

5. Date you acquired the property

SUPPORT DATA

IN FILE # 36-2175

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) Olle H. Maughan Family Revocable Trust
(include title if applicable) By Olle H. Maughan - Laurel W. Maughan

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>[Signature]</u>	Date <u>7/27/06</u>	Fee <u>225.00</u>
Received by <u>[Signature]</u>	Date <u>7/27/06</u>	Receipt No. <u>5028815</u>
Processed by <u>[Signature]</u> AJ	Date _____	WR _____ Date _____

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) *Laurel W. Maughan*

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 _____ AJ	Date _____	WR _____ Date _____

After recording send to:

STATE OF IDAHO COUNTY OF LINCOLN Recorded at the request of <i>Laurel Maughan</i>	181380
JUL 27 2006	
at <i>45</i> minutes past <i>8:17</i> M	
recorded by <i>Emily D. Aubrey</i>	
Fee: <i>9</i> - Return to: <i>Laurel Maughan</i>	

Recording Information

QUITCLAIM DEED

FOR VALUE RECEIVED, ORLO H. MAUGHAN and LAUREL W. MAUGHAN, husband and wife, ("Grantor") do hereby release, remise and forever quitclaim unto the ORLO H. MAUGHAN FAMILY REVOCABLE TRUST ("Grantee") of 453 West 900 North, Rupert, Idaho, as its sole and separate property, including all rents, issues, profits, income, and appreciation in value, all of our interest of every kind and nature in the following described real property:

TOWNSHIP 7 SOUTH, RANGE 22, EAST OF THE BOISE
MERIDIAN, LINCOLN COUNTY, IDAHO

Section 12: E $\frac{1}{2}$ SE $\frac{1}{4}$
Section 13: NE $\frac{1}{4}$ NE $\frac{1}{4}$

TOGETHER WITH WATER LICENSE NO. 36-076694

SUBJECT TO:

- 1) All reservations in patents or deeds in the chain of title
- 2) Taxes for 1991 and subsequent years

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all estate right, title and interest in and to said property as well in law as in equity of the Grantor.

TO HAVE AND TO HOLD the said premises, together with their appurtenances unto the said Grantee, their heirs and assigns forever.

DATED this *26th* day of July 2006.

Orlo H. Maughan

Orlo H. Maughan

Laurel W. Maughan

Laurel W. Maughan

STATE OF IDAHO

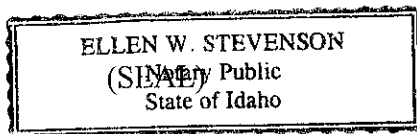
County of

Minidoka

} ss.

On this 26 day of July 2006, before me the undersigned Notary Public in and for said State, personally appeared ORLO H. MAUGHAN and LAUREL W. MAUGHAN, husband and wife, known or identified to me to be the persons whose names are subscribed to the within and foregoing instrument, and acknowledged to me that they executed the same.

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



Ellen W. Stevenson
Notary Public for Idaho
Residing at: Paul, ID
My Commission Expires: 10/17/2009

MY COMMISSION EXPIRES
October 17, 2009
BONDED THRU NOTARY PUBLIC UNDERWRITERS

WARRANTY DEED

For Value Received

E.R. RALLS and CLEONNA R. RALLS, husband and wife

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

ORLO H. MAUGHAN and LAUREL W. MAUGHAN, husband and wife,
whose current address is: Route 5 Box 141 Rupert, Id. 83350Hereinafter called the Grantee, the following described premises situated in Lincoln County, Idaho,
to-wit:TOWNSHIP 7 SOUTH, RANGE 22, EAST OF THE BOISE MERIDIAN,
LINCOLN COUNTY, IDAHOSection 12: E $\frac{1}{2}$ SE $\frac{1}{4}$;Section 13: NE $\frac{1}{4}$ NE $\frac{1}{4}$;

TOGETHER WITH WATER LICENSE NO. 36-07669A

Subject to:

- 1.) All reservations in patents or deeds in the chain of title.
- 2.) Taxes for 1991 and subsequent years

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and to the successors heirs and assigns of the Grantee forever. The Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all incumbrances except as above described and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: April 23, 1991

E.R. Ralls
E.R. RALLS

Cleonna R. Ralls
CLEONNA R. RALLS

ARIZONA
STATE OF IDAHO, COUNTY OF MARIUPO, ss
On this 23rd day of APRIL, 1991
before me, a notary public in and for said State, personally appeared

E.R. RALLS and
CLEONNA R. RALLS

I, Mari Carole, do hereby certify that the persons whose names are
subscribed to the within instrument, and acknowledged
to be their own they executed the same.

Notary Public

Reading of MESA 12
County of IDAHO DET 15, 1994

154864

STATE OF IDAHO
COUNTY OF LINCOLN
Recorded by Land Title and Escrow

INDEXED

APR 26 91

at 32 minutes past
recorded by Chandra Gordon
For 3.00 Return to:

by hand

After recording send to:

STATE OF IDAHO	
COUNTY OF LINCOLN	
Recorded at the request of <u>Orlo H. Maughan</u>	
JUL 27 2006	
at <u>34</u> minutes past <u>2</u> M	
recorded by <u>Emily L. Taylor</u>	
Fee: <u>15</u>	Return to: <u>by hand</u>

Recording Information

QUITCLAIM DEED

FOR VALUE RECEIVED, ORLO H. MAUGHAN and LAUREL W. MAUGHAN, husband and wife, ("Grantor") do hereby release, remise and forever quitclaim unto the ORLO H. MAUGHAN FAMILY REVOCABLE TRUST ("Grantee") of 453 West 900 North, Rupert, Idaho, as its sole and separate property, including all rents, issues, profits, income, and appreciation in value, all of our interest of every kind and nature in the following described real property:

TOWNSHIP 7 SOUTH, RANGE 23 EAST, BOISE MERIDIAN,
LINCOLN COUNTY, IDAHO

Section 21: W $\frac{1}{2}$

EXCEPTING THEREFROM that portion of the NE $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$ and NE $\frac{1}{4}$ NE $\frac{1}{4}$ deeded to the Kimama Highway District by Warranty Deed dated May 19, 1987, recorded October 16, 1987 as Instrument No. 151487, Lincoln County records.

SUBJECT TO existing power line easements and real property taxes.

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all estate right, title and interest in and to said property as well in law as in equity of the Grantor.

TO HAVE AND TO HOLD the said premises, together with their appurtenances unto the said Grantee, their heirs and assigns forever.

DATED this 26th day of July 2006.

Orlo H. Maughan
Orlo H. Maughan

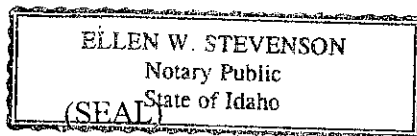
Laurel W. Maughan
Laurel W. Maughan

STATE OF IDAHO

County of Mindoka } ss.

On this 26 day of July 2006, before me the undersigned Notary Public in and for said State, personally appeared ORLO H. MAUGHAN and LAUREL W. MAUGHAN, husband and wife, known or identified to me to be the persons whose names are subscribed to the within and foregoing instrument, and acknowledged to me that they executed the same.

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



Ellen W. Stevenson
Notary Public for Idaho
Residing at: Paul, ID
My Commission Expires: 10-17-2009

MY COMMISSION EXPIRES
October 17, 2009
BONDED THRU NOTARY PUBLIC UNDERWRITERS

After recording send to:

STATE OF IDAHO COUNTY OF LINCOLN Recorded at the request of <u>Orlo H. Maughan</u>	181382
JUL 27 2006	
at <u>32</u> minutes past <u>07</u> M.	
recorded by <u>Ernest J. [unclear]</u>	
Fee: <u>12</u> Return to: <u>by hand</u>	

Recording Information

QUITCLAIM DEED

FOR VALUE RECEIVED, ORLO H. MAUGHAN and LAUREL W. MAUGHAN, husband and wife, ("Grantor") do hereby release, remise and forever quitclaim unto the CRLO H. MAUGHAN FAMILY REVOCABLE TRUST ("Grantee") of 453 West 900 North, Rupert, Idaho, as its sole and separate property, including all rents, issues, profits, income, and appreciation in value, all of our interest of every kind and nature in the following described real property:

TOWNSHIP 7 SOUTH, RANGE 23 EAST, BOISE MERIDIAN,
LINCOLN COUNTY, IDAHO

Section 17: SE $\frac{1}{4}$ SE $\frac{1}{4}$ and SW $\frac{1}{4}$ SE $\frac{1}{4}$
Section 20: NE $\frac{1}{4}$ NE $\frac{1}{4}$ and NW $\frac{1}{4}$ NE $\frac{1}{4}$

TOGETHER WITH the grain base associated with the above-described property as reconstituted by the A.S.C.S. Office, namely 72 acres of barley and 84 acres of wheat; and all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all estate right, title and interest in and to said property as well in law as in equity of the Grantor.

TO HAVE AND TO HOLD the said premises, together with their appurtenances unto the said Grantee, their heirs and assigns forever.

DATED this 26 day of July 2006.

Orlo H. Maughan
Orlo H. Maughan

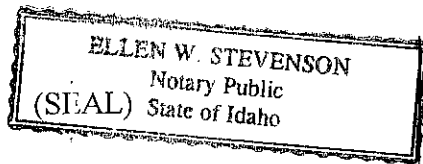
Laurel W. Maughan
Laurel W. Maughan

STATE OF IDAHO

County of: Mindoka) ss.

On this 26 day of July 2006, before me the undersigned Notary Public in and for said State, personally appeared ORLO H. MAUGHAN and LAUREL W. MAUGHAN, husband and wife, known or identified to me to be the persons whose names are subscribed to the within and foregoing instrument, and acknowledged to me that they executed the same.

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



Ellen W. Stevenson
Notary Public for Idaho
Residing at: Paul, ID
My Commission Expires: 10/17/2009

MY COMMISSION EXPIRES
October 17, 2009
BONDED THRU NOTARY PUBLIC UNDERWRITERS

After recording send to:

STATE OF IDAHO COUNTY OF LINCOLN Recorded at the request of <i>Orlo H. Maughan</i>	181381
JUL 27 2006	
at <i>50</i> minutes past <i>2</i> P M	
recorded by <i>Erin K. Jones</i>	
Fee: <i>9</i>	Return to: <i>by hand</i>

Recording Information

QUITCLAIM DEED

FOR VALUE RECEIVED, ORLO H. MAUGHAN and LAUREL W. MAUGHAN, husband and wife, ("Grantor") do hereby release, remise and forever quitclaim unto the ORLO H. MAUGHAN FAMILY REVOCABLE TRUST ("Grantee") of 453 West 900 North, Rupert, Idaho, as its sole and separate property, including all rents, issues, profits, income, and appreciation in value, all of our interest of every kind and nature in the following described real property:

TOWNSHIP 7 SOUTH, RANGE 23 EAST, BOISE MERIDIAN,
LINCOLN COUNTY, IDAHO

Section 17: NE $\frac{1}{4}$ and N $\frac{1}{2}$ SE $\frac{1}{4}$

EXCEPTING THEREFROM that portion of the NE $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$ and NE $\frac{1}{4}$ NE $\frac{1}{4}$ deeded to the Kimama Highway District by Warranty Deed dated May 19, 1987, recorded October 16, 1987 as Instrument No. 151487, Lincoln County records.

TOGETHER WITH all water and water rights, ditches and ditch rights used thereon or appurtenant thereto, including but not limited to Water Permit No. 36-7964, as it applies to the property herein described, and all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all estate right, title and interest in and to said property as well in law as in equity of the Grantor.

SUBJECT TO:

All reservations in patents or deed in the chain of title

Taxes for 1991 and subsequent years

Power Line Easement given by Norbert Huber, a widower, to Idaho Power Company, a corporation, dated February 16, 1952, recorded August 22, 1955 in Book 5 Page 559 as Instrument No. 103703, Lincoln County records

Power Line Easement given by Vande T. Smith and Barbara L. Smith, husband and wife, to Idaho Power Company, a corporation, dated February 9, 1961, recorded April 4, 1961 in Book 6 Page 90 as Instrument No. 111328, Lincoln County records.

Power Line Easement given by Western Land and Cattle Company to Idaho Power Company, a corporation, dated May 18, 1970, recorded August 18, 1970 as Instrument No. 123716, Lincoln County records.

TO HAVE AND TO HOLD the said premises, together with their appurtenances unto the said Grantee, their heirs and assigns forever.

DATED this 26 day of July 2006.

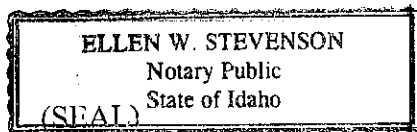
Orlo H. Maughan
Orlo H. Maughan

Laurel W. Maughan
Laurel W. Maughan

STATE OF IDAHO)
County of Minidoka) ss.

On this 26 day of July 2006, before me the undersigned Notary Public in and for said State, personally appeared ORLO H. MAUGHAN and LAUREL W. MAUGHAN, husband and wife, known or identified to me to be the persons whose names are subscribed to the within and foregoing instrument, and acknowledged to me that they executed the same.

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



Ellen W. Stevenson
Notary Public for Idaho
Residing at: Paul, ID
My Commission Expires: 10/17/2009

MY COMMISSION EXPIRES
October 17, 2009
BONDED THRU NOTARY PUBLIC UNDERWRITERS



ISSUED BY
COMMONWEALTH LAND TITLE INSURANCE COMPANY

Commonwealth

A LANDAMERICA COMPANY

LOAN POLICY OF TITLE INSURANCE

POLICY NUMBER

632-0052459

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, COMMONWEALTH LAND TITLE INSURANCE COMPANY, a Pennsylvania corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land;
5. The invalidity or unenforceability of the lien of the insured mortgage upon the title;
6. The priority of any lien or encumbrance over the lien of the insured mortgage;
7. Lack of priority of the lien of the insured mortgage over any statutory lien for services, labor or material:
 - (a) arising from an improvement or work related to the land which is contracted for or commenced prior to Date of Policy; or (b) arising from an improvement or work related to the land which is contracted for or commenced subsequent to Date of Policy and which is financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance;
8. The invalidity or unenforceability of any assignment of the insured mortgage, provided the assignment is shown in Schedule A, or the failure of the assignment shown in Schedule A to vest title to the insured mortgage in the named insured assignee free and clear of all liens.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title or the lien of the insured mortgage, as insured, but only to the extent provided in the Conditions and Stipulations.

IN WITNESS WHEREOF, COMMONWEALTH LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Policy to become valid when countersigned by an authorized officer or agent of the Company.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Attest:

Wm. Chadwick Perrine

Secretary



By:

Janet A. Albert

President

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy. (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters: (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material); or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (a) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
 - (b) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
 - (c) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (i) to timely record the instrument of transfer; or
 - (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

STANDARD ALTA LOAN POLICY

SCHEDULE A

FILE NO.	POLICY NO.	DATE OF POLICY	AMOUNT	PREMIUM
L-29897A	G32-0052459	May 14, 2001 at 2:57 p.m.	\$109,620.00	\$635.00

1. Name of Insured: **IDAHO AGRICULTURAL CREDIT ASSOCIATION**
2. The estate or interest in the land which is encumbered by the insured **Mortgage** is:

FEE SIMPLE

3. Title to the estate or interest in the land is vested in:

The Orlo H. Maughan Family Revocable Trust dated February 3, 1978

4. The insured **Mortgage** and assignments thereof, if any, are described as follows:

A Mortgage to secure payment of a note for \$109,620.00, and any other amounts as therein provided, together with interest and any other obligations secured thereby:

Recorded: April 25, 2001 as Instrument No. 170385, records of Lincoln County, Idaho.
Dated: March 29, 2001
Mortgagor: Orlo H. Maughan and Laurel W. Maughan, as Trustees of The Orlo H. Maughan Family Revocable Trust under Declaration of Trust dated February 3, 1978; and Individually by Orlo H. Maughan and Laurel W. Maughan, husband and wife
Mortgagee: Idaho Agricultural Credit Association

5. The land referred to in this Policy is described as set forth in the insured **Mortgage**, is situated in the County of **Lincoln**, State of Idaho, and is identified as follows:

SEE ATTACHED SCHEDULE A, PAGES 2 AND 3

LAND TITLE AND ESCROW, INC.

Countersigned: *Paul H. H.*
Authorized Officer or Agent

This Policy is valid only if Schedule B is attached.

CONTINUATION

SCHEDULE A

Policy Number: G32-0052459

TRACT 1:

TOWNSHIP 7 SOUTH, RANGE 23 EAST OF THE BOISE MERIDIAN,
LINCOLN COUNTY, IDAHO

- Section 8: SW $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$
Section 17: N $\frac{1}{2}$ NW $\frac{1}{4}$
Section 17: S $\frac{1}{2}$ NW $\frac{1}{4}$; N $\frac{1}{2}$ SW $\frac{1}{4}$; SW $\frac{1}{4}$ SW $\frac{1}{4}$
Section 18: SE $\frac{1}{4}$ NE $\frac{1}{4}$; E $\frac{1}{2}$ SE $\frac{1}{4}$

*same legal as
Mortgage*

TRACT 2:

TOWNSHIP 7 SOUTH, RANGE 23 EAST OF THE BOISE MERIDIAN,
LINCOLN COUNTY, IDAHO

- Section 17: S $\frac{1}{2}$ SE $\frac{1}{4}$
Section 20: N $\frac{1}{2}$ NE $\frac{1}{4}$

TRACT 3:

TOWNSHIP 7 SOUTH, RANGE 23 EAST OF THE BOISE MERIDIAN,
LINCOLN COUNTY, IDAHO

- Section 18: Lot 1 (L-27817 (DT))
Section 7: Lot 4 (L-27818 (DT))
Section 18: NE $\frac{1}{4}$ NE $\frac{1}{4}$ (L-27818 (DT))

TOWNSHIP 7 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,
LINCOLN COUNTY, IDAHO

- Section 12: E $\frac{1}{2}$ SE $\frac{1}{4}$

CONTINUATION

SCHEDULE A

Policy Number: G32-0052459

TRACT 4:

TOWNSHIP 7 SOUTH, RANGE 23 EAST OF THE BOISE MERIDIAN,
LINCOLN COUNTY, IDAHO

Section 17: NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$

EXCEPTING THEREFROM that portion of the NE $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$ and NE $\frac{1}{4}$ NE $\frac{1}{4}$ deeded to the Kimama Highway District by Warranty Deed dated May 19, 1987, recorded October 16, 1987 as Instrument Number 151487, Lincoln County records.

WARRANTY DEED

For Value Received

LELAND U. LARSON and JOANNE R. LARSON, husband and wife

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto
 ORLO H. MAUGHAN and LAUREL W. MAUGHAN, husband and wife
 Address: Route # 5 Box 141
 Rupert, Idaho 83350

Hereinafter called the Grantee, the following described premises situated in Lincoln County, Idaho,
 to-wit:

TOWNSHIP 7 SOUTH, RANGE 23 EAST OF THE BOISE MERIDIAN,
 LINCOLN COUNTY, IDAHO

Section 17: NE $\frac{1}{4}$; NE $\frac{1}{4}$ SE $\frac{1}{4}$;

EXCEPTING THEREFROM that portion of the NE $\frac{1}{4}$ SE $\frac{1}{4}$,
 SE $\frac{1}{4}$ NE $\frac{1}{4}$ and NE $\frac{1}{4}$ NE $\frac{1}{4}$ deeded to the Kimama Highway
 District by Warranty Deed dated May 19, 1987,
 recorded October 16, 1987 as Instrument No.
 151487, Lincoln County records.

TOGETHER WITH all water and water rights, ditches and ditch rights
 used thereon or appurtenant thereto, including but not limited
 to Water Permit No. 36-7964, as it applies to the property herein
 described.

SUBJECT TO:

All reservations in Patents or Deeds in the chain of title.

Taxes for 1991 and subsequent years.

Power Line Easement given by Norbert Huber, a widower, to Idaho
 Power Company, a corporation, dated February 16, 1952, recorded
 August 22, 1955 in Book 5 Page 559 as Instrument No. 103703,
 Lincoln County records.

Power Line Easement given by Vance T. Smith and Barbara L. Smith,
 husband and wife, to Idaho Power Company, a corporation, dated
 February 9, 1961, recorded April 4, 1961 in Book 6 Page 90 as
 Instrument No. 111328, Lincoln County records.

Power Line Easement given by Western Land and Cattle Company to
 Idaho Power Company, a corporation, dated May 18, 1970, recorded
 August 18, 1970 as Instrument No. 123716, Lincoln County records.

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee
 and to the successors heirs and assigns of the Grantee forever. The Grantor does hereby covenant to
 and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are
 free from all incumbrances except as above described and that Grantor will warrant and defend the
 same from all lawful claims whatsoever.

Dated: February 4, 1991

Leland U. Larson
 LELAND U. LARSON

Joanne R. Larson
 JOANNE R. LARSON

STATE OF IDAHO, COUNTY OF Cassia

On this 5th day of February, 1991,
 before me, a notary public in and for said State, per-
 sonally appeared

LELAND U. LARSON and
 JOANNE R. LARSON

known to me to be the persons whose names are
 subscribed to the within instrument, and acknowledged
 to me that they executed the same.

Residing at
 Commission Expires

Notary Public
 Burley, Idaho.

6-30-91

154654

STATE OF IDAHO

COUNTY OF LINCOLN

Recorded at the

of Lincoln County, Idaho

FEB 06 91

at 2 minutes past 11 A.M.

recorded by

fees - 3.00

Return to



152699

STATE OF IDAHO
COUNTY OF LINCOLN

Recorded at the request of

Leland M. Sabin & Marthena J. Sabin

INDEXED

DEC 29 88

WARRANTY DEED

* * * * *

at 7 minutes past 11:4 - M

recorded by *Macie R. Harris*Fee 6.00 Return to: *P.O. Box 376**Rupert, Id. 83350*

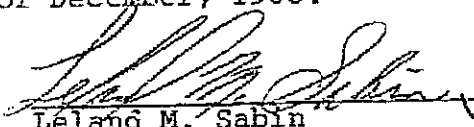
FOR VALUE RECEIVED, LELAND M. SABIN and MARTHENA J. SABIN, husband and wife, the Grantors, do hereby grant, bargain, sell and convey unto ORLO H. MAUGHAN and LAUREL W. MAUGHAN, husband and wife, the Grantees, whose current address is Route 5, Rupert, Idaho 83350, the following described premises, to wit:

TOWNSHIP 7 SOUTH, RANGE 23 EAST, BOISE MERIDIAN,
LINCOLN COUNTY, STATE OF IDAHO

Section 17: SE $\frac{1}{4}$ SE $\frac{1}{4}$, and SW $\frac{1}{4}$ SE $\frac{1}{4}$ Section 20: NE $\frac{1}{4}$ NE $\frac{1}{4}$, and NW $\frac{1}{4}$ NE $\frac{1}{4}$

TOGETHER WITH the grain base associated with the above-described property as reconstituted by the A.S.C.S. Office, namely 72 acres of barley and 84 acres of wheat; and all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all estate, right, title and interest in and to said property as well in law as in equity of the Grantor.

TO HAVE AND TO HOLD the said premises, together with their appurtenances unto the said Grantee, their heirs and assigns forever. And the said Grantor does hereby covenant to and with the Grantee that they are the owners in fee of said premises, that said premises are free from all encumbrances, and that they will warrant and defend the same from all lawful claims whatsoever.

DATED this 29th day of December, 1988.

Leland M. Sabin

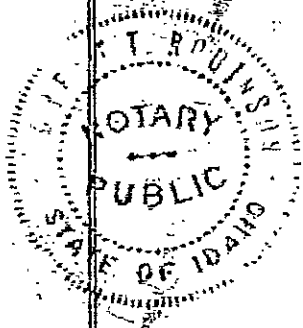

Marthena J. Sabin

STATE OF IDAHO)
) ss.
County of Minidoka)

On this 29th day of December, 1988, before me, the undersigned Notary Public in and for said State, personally appeared LELAND M. SABIN and MARTHENA J. SABIN, husband and wife,

known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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



(SEAL)

A handwritten signature in dark ink, appearing to read "B. T. Nelson", written over a horizontal line.

Notary Public for Idaho
Residing at Rupert, Idaho
My Commission Expires: 11/94

WARRANTY DEED

FOR VALUE RECEIVED DICK J. WARD, also known as RICHARD J. WARD, and OPAL M. WARD, husband and wife, the Grantors, do hereby grant, bargain, sell and convey unto ORLO H. MAUGHAN and LAUREL W. MAUGHAN, husband and wife, whose present address is Route #5, Box 141, Rupert, Idaho 83350, the Grantees, the following described premises, located in Lincoln County, Idaho, to-wit:

West Half, Section 21, Township 7 South, Range 23, East of the Boise Meridian, Lincoln County, Idaho.

SUBJECT TO existing power line easement and 1981 real property taxes.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the Grantees that they are the owners in fee of said premises, that said premises are free from all encumbrances and that they will warrant and defend the same from all lawful claims whatsoever.

DATED: February 24th, 1981.

Dick J. Ward
Dick J. Ward, also known as
Richard J. Ward

Opal M. Ward
Opal M. Ward

STATE OF IDAHO)
) ss.
County of Minidoka)

On this 24th day of February, 1981, before me, a Notary Public in and for said State, personally appeared DICK J. WARD, also known as RICHARD J. WARD, and OPAL M. WARD, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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

(SEAL) No. 141662
RECORDED
JUN 2 1981

Lillian J. Shosh
Notary Public
Residing at Rupert, Idaho
My Commission Expires: Sept

9:55 A.M. P.M.
LINCOLN COUNTY RECORDER
Beverly K. Roney, Rec.
fee \$2.00
Returned to: Horsman, Duff & Chickman
Box 61
Rupert, Ida.

Mortgagor will keep the buildings now or hereafter erected on premises insured against loss or damage by fire or windstorm, or by such other hazards as Mortgagee from time to time require, in such amounts as Mortgagee may require and in companies which it approves, will deliver all such policies to Mortgagee, with loss, if any, payable to Mortgagee, to the extent of its interest in said premises; and, Mortgagee is hereby given full power to settle or to compromise claims thereunder and demand, receive and receipt for all monies payable thereunder without joinder of the owner of the premises and to apply the amount so collected toward payment of the indebtedness hereby secured or in restoring or rebuilding the damaged buildings or improvements, as Mortgagee at its sole option may elect.

Mortgagor will pay all taxes, assessments, water and public charges of any nature levied or assessed against the premises (and produce receipts therefor upon demand) and also pay any claim, lien or encumbrance against said premises which may be or become due prior to this mortgage.

Mortgagor (i) will not remove any building now or hereafter erected on premises unless the Mortgagee shall first consent thereto in writing; (ii) will maintain said premises in good condition and repair; (iii) will comply with all the laws, ordinances, regulations, covenants and restrictions affecting the premises, and will not suffer or permit violation thereof; will furnish such information respecting the use and operation of the premises as the Mortgagee may from time to time demand and permit said Mortgagee or its representatives to examine and inspect the premises at any reasonable time.

Mortgagor will not commit or suffer waste of said premises or impairment in any manner of the agricultural value of the land and, without limiting that generality, will cultivate, irrigate, fertilize, spray, prune, keep non-timber land free from foul and noxious weed, brush and other undesirable growth, provide for stock selection, crop rotation, drainage, prevention of erosion and pasture maintenance in accordance with good husbandry and approved methods of agricultural developments.

If Mortgagor fails to pay any claim, lien or encumbrance which is prior to this mortgage or, when due, any taxes or any assessments or insurance premium, or to keep the premises in repair, or if any violation of any undertaking on Mortgagor's part set forth in the two paragraphs immediately preceding shall occur, or if there be commenced any action or a proceeding affecting the premises or the title thereto, then Mortgagee, at its option, may pay said claim, the lien, encumbrance, tax, assessment or premium, with a right of subrogation thereunder, may procure such abstracts or other evidence of title as it deems necessary, may make such repairs, and take such steps as it deems advisable to prevent or cure any such breach, and may appear in any such action or proceeding and retain counsel therein, and take such action therein as Mortgagee deems advisable and for any of said purposes the Mortgagee may advance such money as it deems necessary. The Mortgagee shall be the sole judge of the legality, validity and priority of any such claim, lien, encumbrance, tax, assessment or premium, of the necessity for such other action as herein provided for, and of the sums needed to be paid in satisfaction thereof.

Mortgagor will pay to the Mortgagee, immediately and without demand, all sums of money advanced by said Mortgagee pursuant to this mortgage, together with interest on each such advance at the rate of ten (10) percent per annum, and all such sums and interest thereon shall be secured hereby.

Mortgagor hereby assigns, sells and transfers to the Mortgagee the rents, issues and profits of the premises, with full power and authority to demand, sue for and collect the same in the name of Mortgagor, or in its own name, and to take possession of and manage said premises and apply the income therefrom, after the costs of collection and management, in reduction of the indebtedness secured hereby; provided, however, that the right to collection and management shall not apply in the absence of a default.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

Orlo H. Maughan
Orlo H. Maughan

Laurel W. Maughan
Laurel W. Maughan

STATE OF IDAHO

ss.

County of Minidoka

On this 24 day of February, 1981, before me the undersigned Notary Public in and for said State personally appeared ORLO H. MAUGHAN and LAUREL W. MAUGHAN known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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

Lillian J. Gordon
Notary Public
Residing at Rupert, Idaho
My Commission Expires 1982

(SEAL)