

RECEIVED

DEC 19 2005

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

DEPARTMENT OF
WATER RESOURCES

JUL 28 2005

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
 Incomplete forms will be returned.

Department of Water Resources

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
34-007408					

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**.

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AUG 13 2005
DEPARTMENT OF
WATER RESOURCES

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

Alice A. Wetherington
 Arco, ID 83213

4. New Owner/Claimant(s)

Eric Pope

Name Connector (Check one): [] and, [] or, [] and/or

New Mailing Address

3093 W 2500 N

City, State and ZIP Code

Arco, ID

New Telephone Number

208) 527-4960

5. Date you acquired the property

4-10-03

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)

Zina Page

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 JC Date 7-29-05 Fee \$25-
 Receipted by JC Date 7-29-05 Receipt No. E031108
 Processed by _____ AJ Date _____ WR _____ Date _____

This Instrument Was Prepared By:

WHEELER, CHAREE
SIERRA PACIFIC MORTGAGE COMPANY, INC.
8196 SW HALL BLVD #100
BEAVERTON, OR 97008
503-291-6900

When Recorded Mail To:

MIP INSURING DEPARTMENT
SIERRA PACIFIC MORTGAGE COMPANY, INC.
11000 OLSON DRIVE, SUITE 202
RANCHO CORDOVA, CA 95670
(916) 638-7700

(Space Above This Line For Recording Data)

Loan No: 0000149783
Parcel ID No: RP04N26E363190

DEED OF TRUST

MIN: 1000703-0000149783-0

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated APRIL 9, 2003 together with all Riders to this document.

(B) "Borrower" is ERIC POPE and ZINA POPE, HUSBAND AND WIFE

Borrower is the trustor under this Security Instrument.

(C) "Lender" is SIERRA PACIFIC MORTGAGE COMPANY, INC.

Lender is a CORPORATION organized and existing under the laws of CALIFORNIA
Lender's address is 11000 OLSON DRIVE, SUITE 202, RANCHO CORDOVA, CA 95670

(D) "Trustee" is FIRST AMERICAN TITLE

Beginning at the Northwest Corner of Section 36, Township 4 North, Range 26 East, Boise Meridian, Butte County, Idaho; thence South 1320 feet to the Southwest corner of the NW1/4 NW1/4 of said Section; thence East 264 feet; thence North parallel with the West Section line of said Section 36 to the North section line of said Section; thence West along the North section line 264 feet to the point of beginning.

EXCEPT: The right-of-way of the State Highway along the North line thereof.

TOGETHER, with all tenements, hereditaments and appurtenances thereto belonging.

In construing this Deed and where the context so requires, the singular includes the plural and the masculine, the feminine and neuter.

Approx. 8 Acres

Don Peller

A.		B. TYPE OF LOAN:				
U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT SETTLEMENT STATEMENT		1. ☐ FHA 2. ☐ FmHA 3. ☒ CONV. UNINS. 4. ☐ VA 5. ☐ CONV. INS.				
		6. FILE NUMBER: B47478		7. LOAN NUMBER: 0000149783		
		8. MORTGAGE INS CASE NUMBER:				
C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "POC" were paid outside the closing; they are shown here for informational purposes and are not included in the totals. 1.0 3/95 (B47478.PFD)(B47478/10)						
D. NAME AND ADDRESS OF BUYER:		E. NAME AND ADDRESS OF SELLER:		F. NAME AND ADDRESS OF LENDER:		
Eric Pope Zina Pope 3093 West 2500 North Arco, Idaho 83213		Thomas S Call Jennifer M Call		Sierra Pacific Mortgage Co, Inc 8196 SW Hall Blvd, #100 Beaverton, OR 97008		
G. PROPERTY LOCATION:		H. SETTLEMENT AGENT:			I. SETTLEMENT DATE:	
3093 West 2500 North Arco, ID 83213 Butte County, Idaho NWNW 36-4N-26 Butte Cnty, ID		82-0296378 First American Title Company of East Idaho PLACE OF SETTLEMENT 168 West Pacific P.O. Box 866 Blackfoot, Idaho 83221			April 11, 2003 Disburse: 04/15/03	
J. SUMMARY OF BUYER'S TRANSACTION				K. SUMMARY OF SELLER'S TRANSACTION		
100. GROSS AMOUNT DUE FROM BUYER:				400. GROSS AMOUNT DUE TO SELLER:		
101. Contract Sales Price 155,000.00				401. Contract Sales Price		
102. Personal Property				402. Personal Property		
103. Settlement Charges to Buyer (Line 1400) 5,273.02				403.		
104.				404.		
105.				405.		
Adjustments For Items Paid By Seller in advance				Adjustments For Items Paid By Seller in advance		
106. City/Town Taxes to				406. City/Town Taxes to		
107. County Taxes to				407. County Taxes to		
108. Assessments to				408. Assessments to		
109.				409.		
110.				410.		
111.				411.		
112.				412.		
120. GROSS AMOUNT DUE FROM BUYER 160,273.02				420. GROSS AMOUNT DUE TO SELLER		
200. AMOUNTS PAID BY OR IN BEHALF OF BUYER:				500. REDUCTIONS IN AMOUNT DUE TO SELLER:		
201. Deposit or earnest money 1,000.00				501. Excess Deposit (See instructions)		
202. Principal Amount of New Loan(s) 150,350.00				502. Settlement Charges to Seller (Line 1400)		
203. Existing loan(s) taken subject to				503. Existing loan(s) taken subject to		
204.				504.		
205.				505.		
206.				506.		
207.				507.		
208.				508.		
209.				509.		
Adjustments For Items Unpaid By Seller				Adjustments For Items Unpaid By Seller		
210. City/Town Taxes to				510. City/Town Taxes to		
211. County Taxes 07/01/02 to 04/15/03 904.00				511. County Taxes to		
212. Assessments to				512. Assessments to		
213.				513.		
214.				514.		
215.				515.		
216.				516.		
217.				517.		
218.				518.		
219.				519.		
220. TOTAL PAID BY/FOR BUYER 152,254.00				520. TOTAL REDUCTION AMOUNT DUE SELLER		
300. CASH AT SETTLEMENT FROM/TO BUYER:				600. CASH AT SETTLEMENT TO/FROM SELLER:		
301. Gross Amount Due From Buyer (Line 120) 160,273.02				601. Gross Amount Due To Seller (Line 420)		
302. Less Amount Paid By/For Buyer (Line 220) (152,254.00)				602. Less Reductions Due Seller (Line 520)		
303. CASH (X FROM) (TO) BUYER 8,019.02				603. CASH (X TO) (FROM) SELLER		

54-3200

in Brevly

REAL ESTATE PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY

This contract stipulates the terms of sale of the property. Read carefully before signing: (Including information on reverse side). This is a legally binding contract. IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY BEFORE SIGNING.

ERIC POPE AND ZINA POPE

Butte County Idaho MARCH 16 2003

(hereinafter called "Buyer") agrees to purchase, and the undersigned Seller agrees to sell the following described real estate hereinafter referred to as "premises" commonly known as Call 3093 W 2500 N Arco
City of ARCO County of Butte Idaho legally described as: see attached exhibit "A"

(A FULL AND COMPLETE LEGAL DESCRIPTION MUST BE INSERTED, ATTACHED OR WRITTEN ON THE REVERSE HEREOF PRIOR TO EXECUTION BY SELLER. Buyer hereby authorizes broker to insert over his signature the correct legal description of the premises if unavailable at the time of signing, or to correct the legal description previously entered if erroneous or incomplete.)

EARNEST MONEY

(a) Buyer hereby deposits as earnest money and a receipt is hereby acknowledged of one Thousand dollars (\$ 1000.00) evidenced by: ☐ Cash, ☒ Personal Check, ☐ Cashiers Check, ☐ Note Due, ☐ or

(b) Earnest Money to be deposited in trust account upon acceptance by all parties and shall be held by ☐ Listing Broker, ☐ Selling Broker, ☒ Other first American Title for the benefit of the parties hereto, and N/A (Broker) shall hold the completely executed broker's copy of this agreement and is responsible for the closing.

(c) If all conditions have been met by Buyer, Buyer and Seller agree that the earnest money (less credit report fees, and any other Buyer's costs) shall be refunded to Buyer in the event the financing contemplated herein by Buyer is not obtainable.

(d) The parties agree that first American Title Company shall provide said title policy and preliminary report of commitment and the "closing agent" for this transaction shall be Lori Day (first American Title). If a long term escrow / collection is involved, then the escrow holder shall be

1. TOTAL PURCHASE PRICE IS ONE hundred Fifty Five Thousand DOLLARS (\$ 155,000.00) payable as follows:

- a. \$ 1000.00 Cash down, including above Earnest Money (Closing costs are additional).
b. \$ Balance of the purchase price (M.I.P. not included).

2. FINANCING. This agreement is contingent upon Buyer qualifying for:

- ☐ FHA, ☐ VA, ☒ Conventional, ☐ IHA. Purchase loan balance as noted above for a period of 30 years at 5.25 % per annum. (If FHA or VA loan is sought, read the applicable provisions on the reverse side hereof.) Buyer shall pay no more than 1 points plus origination fee if any. Seller to pay only the discount points necessary in order to obtain above described financing but not to exceed 1 %.
☐ Assumption of existing loan of approximately \$ N/A at no more than N/A % with monthly payments of \$ N/A P.I.T.I.
Type of loan N/A. Buyer shall apply for such loan or assumption within three (3) banking days after Seller's acceptance of this agreement.

OTHER FINANCING, TERMS & CONDITIONS:

This offer is contingent on financing.
This offer is also contingent on Appraisal value of not less than 155,000.00

3. THIS AGREEMENT ☒ is, ☐ is not CONTINGENT upon sale and closing of April 30, 03 on or before listed with (If a contingency is noted please read applicable conditions on the reverse hereof.)

4. PERSONAL PROPERTY SPECIFICALLY INCLUDED IN THIS SALE: none

5. ITEMS SPECIFICALLY EXCLUDED IN THIS SALE: Refrigerator, Microwave (all personal property)

6. COSTS PAID BY:

Costs in addition to those listed below may be incurred by Buyer and Seller. Unless otherwise agreed herein, or provided by law or required by lender, Buyer shall purchase Seller's reserve account if loan assumption.

☒ Yes ☐ No. Purchaser's Extended Coverage Title Policy requested. Additional premium paid by Buyer. See item #17 on reverse side.

Costs Paid By	Appraisal	Loan Assumpt.	Well Inspect.	Pump/Inspect Septic	City/County Code Inspect. If required	Contract and/or Document Prep.	Closing Agent's Fee	Long Term Escrow Fees	Lender or Code Repairs	Extended Title coverage
BUYER	X					X		X		
N/A		N/A			N/A				N/A	
SELLER			X	X						X
SHARE EQUALLY							X			

Cost of lender or code repairs not to exceed \$ Discount points to be paid as agreed on line 29 and 30. SELLER UNDERSTANDS that as a result of any city or county inspections HE MAY BE REQUIRED TO MAKE REPAIRS to the property in order to comply with the housing code WHETHER OR NOT A SALE IS COMPLETED UNDER THIS AGREEMENT.

7. POSSESSION. Buyer shall be entitled to possession on ☒ closing ☐ other "Closing" means the date on which all documents are either recorded or accepted by an escrow agent and the sale proceeds are available to Seller. Taxes and water assessments (using the last available assessment as a basis), rents, insurance premiums, interest and reserves on liens, encumbrances or obligations assumed and utilities shall be pro-rated as of Date of Possession / Funding. Buyer shall pay for fuel in tank, amount to be determined by the supplier at Seller's expense.

8. CLOSING. On or before the closing date, Buyer and Seller shall deposit with the closing agent all funds and instruments necessary to complete the sale. The closing date shall be no later than April 30, 03

9. ACCEPTANCE. Buyer's offer is made subject to the acceptance of Seller on or before 12:00 o'clock midnight of March 31, 03. If Seller does

not accept this agreement within the time specified, the entire Earnest Money shall be returned to Buyer on or before March 31, 03. TIME IS OF THE ESSENCE OF THIS AGREEMENT.

10. IMPORTANT: It is understood that the REALTORS are agents of and represent only the Seller unless otherwise stipulated and as such will not be compensated by the Buyer.

Listing Agency: N/A

Selling Agency: N/A

By: ERIC POPE / ZINA POPE

By: Phone:

Buyer: ZINA POPE / Zina Pope

Buyer's Address: 9398 HWY Dr. ARCO, ID

On this date, I/We hereby approve and accept the sale set forth in the above agreement and agree to carry out all the

Buyer's Phone: Residence 208-522-0547 Business N/A

terms thereof on the part of the Seller and the undersigned further agrees to pay a commission of

Seller's Address: 3093 W 2500 N Arco ID 83243

to the above named Broker(s) for services. Commission will be paid in cash unless otherwise agreed in writing. I/We further acknowledge receipt of a true copy of this agreement signed by both parties.

Seller's Phone: Residence 527-4144 Business

Seller: Thomas Call

Seller's Address: 3093 W 2500 N Arco ID 83243

Seller: Jennifer Call

Seller's Phone: Residence 527-4144 Business

A true copy of the foregoing agreement, signed by the Seller and containing the full and complete legal description of the premises, is hereby received on this 16 day of March 2003

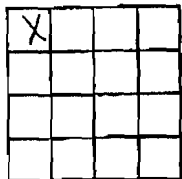
Buyer: Zina Pope

THE PROVISIONS CONTAINED ON THE REVERSE SIDE OF THIS PAGE SHALL ALSO CONSTITUTE PART OF THE AGREEMENT OF THE PARTIES. EACH OF

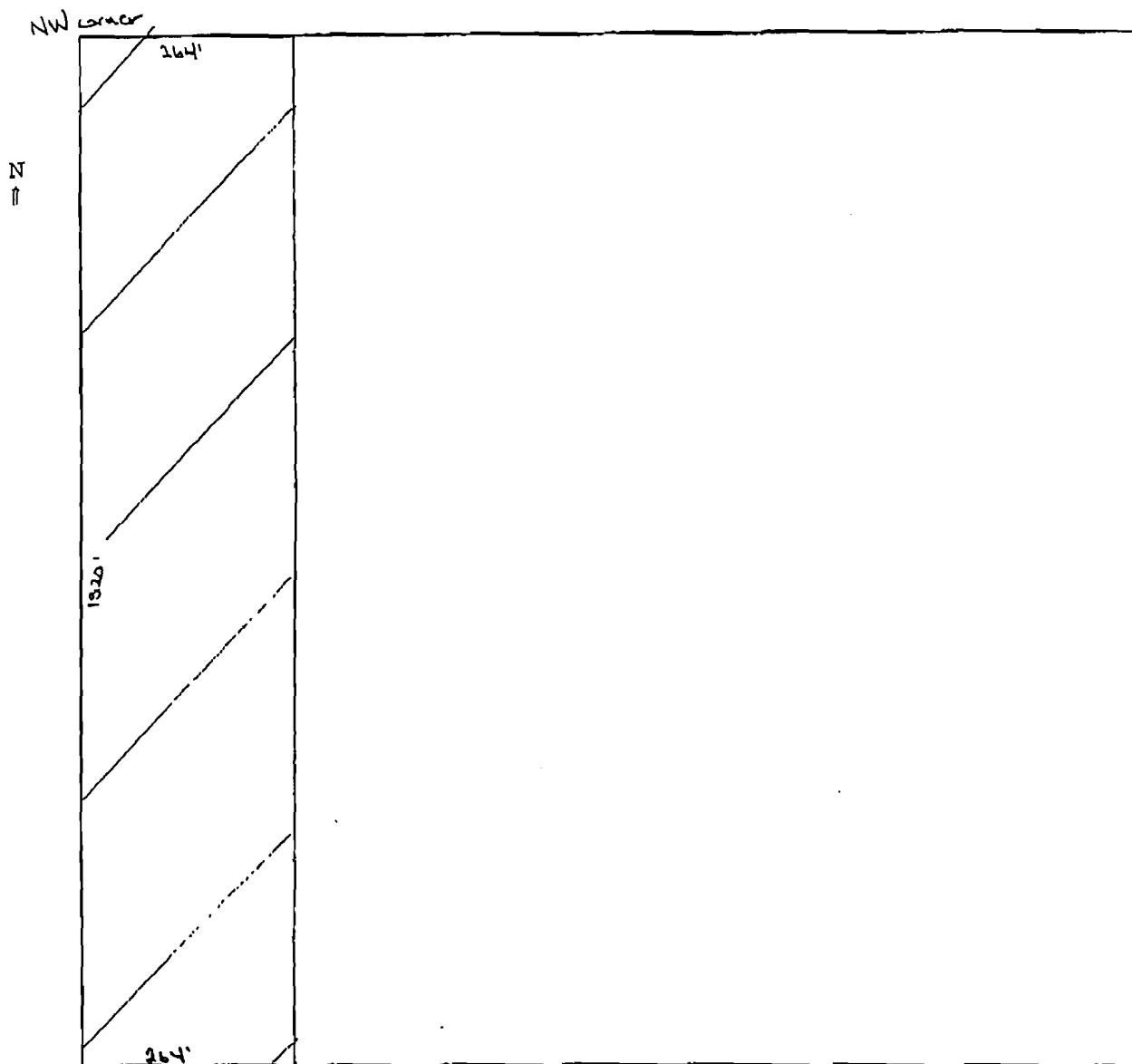
THE PARTIES ACKNOWLEDGES READING THIS AGREEMENT IN FULL

Seller's Initial

Seller's Initial



NW 1/4 NW 1/4 Sec 36, T4N, R26E BM



THIS SKETCH IS MADE SOLELY FOR THE PURPOSE OF
ASSISTING IN LOCATING THE PREMISES AND THE
COMPANY ASSUMES NO LIABILITY FOR VARIATIONS
IF ANY, WITH AN ACTUAL SURVEY.
FIRST AMERICAN TITLE COMPANY

1" = 200'