

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

RECEIVED

APR 07 2005

WATER RESOURCES
WESTERN REGION

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

RECEIVED

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, **DEPARTMENT OF WATER RESOURCES** 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
A27-10201	WR				

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)

Richard Stokes and/or Susan Stokes
 485 W. Riverton Rd, Blackfoot, ID 83221

4. New Owner/Claimant(s)

John B. Heintzelman or Stacie D Heintzelman

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

New Mailing Address

485 W. Riverton Rd

City, State and ZIP Code

Blackfoot, ID 83221

New Telephone Number

208 782-0844

5. Date you acquired the property

10-29-04

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)

John B. Heintzelman
Stacio J. Heintzelman

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 LG

Date 4/12/05

Fee 25.00

Received by LG

Date 4/12/05

Receipt No. W032793

Processed by _____

AJ Date _____

WR _____

Date _____

Return To:

FHHLC - POST CLOSING MAIL ROOM

1555 W. WALNUT HILL LN. #200 MC 6712
IRVING, TX 75038

Prepared By:

FIRST HORIZON HOME LOAN CORPORATION
D/B/A MORTGAGE RESOURCES
420 S 4TH AVENUE
POCATELLO, ID 83201

[Space Above This Line For Recording Data]

DEED OF TRUST

0051172955

MIN 100085200511729552

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 October 28th, 2004, together with all Riders to this document.

(B) "Borrower" is

JOHN HEINTZELMAN , A Married Man, As His Sole

Borrower is the trustor under this Security Instrument.

(C) "Lender" is FIRST HORIZON HOME LOAN CORPORATION

Lender is a CORPORATION

organized and existing under the laws of THE STATE OF KANSAS

IDAHO-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

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VMP MORTGAGE FORMS - (800)561-7291



Lender's address is 4000 Horizon Way
Irving, Texas 75063

(D) "Trustee" is FIRST AMERICAN TITLE COMPANY

168 W. PACIFIC, P.O. BOX 868, BLACKFOOT, ID 83221

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the beneficiary under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated **October 28th, 2004**

The Note states that Borrower owes Lender

NINETY THOUSAND & 00/100

Dollars

(U.S. \$ **90,000.00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **NOVEMBER 1, 2034**

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|--|---|---|
| ☐ Adjustable Rate Rider | ☐ Condominium Rider | ☐ Second Home Rider |
| ☐ Balloon Rider | ☐ Planned Unit Development Rider | ☐ 1-4 Family Rider |
| ☐ VA Rider | ☐ Biweekly Payment Rider | ☐ Other(s) [specify] |

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

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(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County [Type of Recording Jurisdiction]

of Bingham

[Name of Recording Jurisdiction] :

All that tract or parcel of land as shown on Schedule "A" attached hereto which is incorporated herein and made a part hereof.

Parcel ID Number: County: RP0364700 City:

485 WEST RIVERTON ROAD

BLACKFOOT

("Property Address"):

which currently has the address of

[Street]

[City], Idaho 83221

[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclosure and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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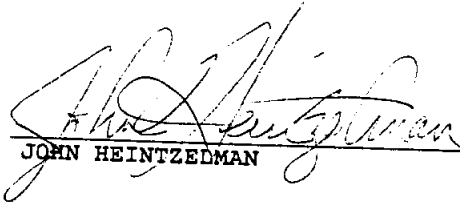
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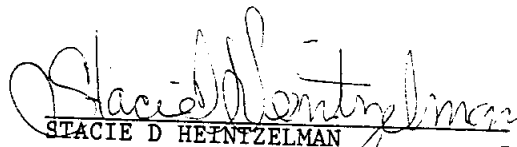
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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:


JOHN HEINTZELMAN (Seal)
-Borrower


STACIE D HEINTZELMAN (Seal)
-Borrower
STACIE D HEINTZELMAN SHALL HAVE NO PERSONAL
LIABILITY TO OBLIGATIONS HEREIN OR SECURED HEREBY,
AND EXECUTES THIS INSTRUMENT ONLY TO SUBORDINATE
ANY INTEREST SHE MAY ACQUIRE, INCLUDING WITHOUT
RESERVATION HER HOMESTEAD RIGHTS, TO THIS DEED
OF TRUST.

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

STATE OF IDAHO,

BINGHAM

County ss:

On this 29th day of October 2009, before me,
the undersigned
a Notary Public in and for said county and state, personally appeared

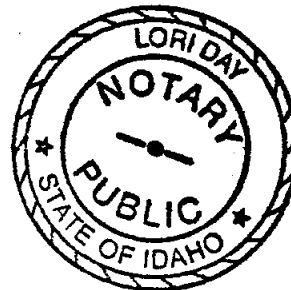
JOHN HEINTZELMAN Stacy T. Heintzelman

known or proved to me to be the person(s) who executed the foregoing instrument, and acknowledged to me that he/she/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.

Me Heintzelman
Notary Public residing at:

Blackfoot, Idaho
11751/2009



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Exhibit "A"

Real property in the County of Bingham, State of Idaho, described as follows:

PARCEL I: THOSE PORTIONS OF THE NE1/4SW1/4 AND LOT 6 IN SECTION 8, TOWNSHIP 3 SOUTH, RANGE 35 E.B.M., BINGHAM COUNTY, IDAHO LYING NORTH OF THE BLACKFOOT RIVER AND WESTERLY OF THE CENTER LINE OF THE HIGH WATER DRAIN CHANNEL OF BLACKFOOT RIVER ESTABLISHED BY FLOOD CONTROL DISTRICT NO. 7 OF THE STATE OF IDAHO.

PARCEL II: AN EASEMENT INTEREST IN AND TO THE FOLLOWING DESCRIBED PROPERTY: A STRIP OF LAND 33 FEET WIDE OFF THE EASTERLY SIDE OF THE FOLLOWING DESCRIBED PROPERTY, TO-WIT:

BEGINNING AT THE POINT WHERE THE EAST LINE OF THE NW1/4SW1/4 OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 35, EAST OF THE BOISE MERIDIAN, IN BINGHAM COUNTY, IDAHO, INTERSECTS THE SOUTH LINE OF THE RIVERTON ROAD, THENCE SOUTHWESTERLY FOLLOWING SAID ROAD 1422 FEET, MORE OR LESS, TO THE WEST LINE OF LOT 5 IN SAID SECTION 8, THENCE SOUTH 117 FEET TO THE CENTER OF THE CENTRAL CANAL, THENCE NORTHEASTERLY FOLLOWING SAID CENTER TO THE EAST LINE OF THE NW1/4SW1/4, THENCE NORTH 88 FEET TO THE POINT OF BEGINNING.

AND

BEGINNING AT THE NORTHEAST CORNER OF LOT 5 OF SECTION 8, IN TOWNSHIP 3 SOUTH, RANGE 35, EAST OF BOISE MERIDIAN, IN BINGHAM COUNTY, IDAHO, THENCE NORTH 203 FEET TO THE CENTER OF THE CENTRAL CANAL; THENCE SOUTHWESTERLY FOLLOWING SAID CENTER LINE 1422 FEET, MORE OR LESS, TO THE WEST LINE OF SAID LOT 5; THENCE SOUTH 928 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID SECTION 8; THENCE EAST 1201 FEET, MORE OR LESS, TO THE WEST BANK OF THE BLACKFOOT RIVER, THENCE NORTHEASTERLY FOLLOWING SAID WEST BANK OF THE BLACKFOOT RIVER TO THE EAST LINE OF SAID LOT 5; THENCE NORTH 775 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

