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STATE OF IDAHO Department of Water Resources
Eastern Region
DEPARTMENT OF WATER RESOURCES

Transfer No. 72304

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 1

Name of applicant Logan D. Robinson Phone 208-775-4590
Post Office address 5354 W. Old Hwy 91, Pocatello, Idaho 83204

A. PURPOSE OF TRANSFER

1. ☒ Change point of diversion ☐ Add diversion point(s) ☒ Change place of use
☐ Change nature of use ☐ Change period of use ☐ Other _____

2. Describe the reason for the proposed changes Applicant owns a parcel of property located in Bannock County that does not have any water rights. Applicant owns another parcel of land also located in Bannock County that has irrigation rights. Applicant respectfully requests that he be allowed to transfer his water rights from the one parcel to the other to allow him to commence irrigation.

B. DESCRIPTION OF RIGHT(S) OR PORTION THEREOF, AFTER THE REQUESTED CHANGE

1. Right Number	Priority	Amount (cfs/ac-ft)	Nature of Use	Period of Use	
<u>29-4393</u>	<u>03-01-1963</u>	<u>.06cfs/1.80af</u>	<u>Domestic</u>	<u>01/01</u>	to <u>12/31</u>
<u>29-4393</u>	<u>03-01-1963</u>	<u>.07cfs/13.20af</u>	<u>Irrigation</u>	<u>04/01</u>	to <u>10/31</u>
					to
					to

2. Total amount of water being transferred .07 cubic feet per second and/or 13.2 acre-feet per annum.

3. Source of water Ground water tributary to _____

4. Point(s) of Diversion:

[illegible]

5. Lands irrigated or place of use:

[illegible]

Total acres 3.3

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PART 1

6. General Information:

- a. Description of diversion system Ground water/well

- b. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts? _____ Yes X No. If yes, provide a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes.
- c. Describe the affect on the land now irrigated if the place of use is changed pursuant to this transfer:
This land is primarily suited for domestic use and whereas this application reserves
the domestic portion of the water right 29-4393 will not be adversely effected.
In addition, that portion of the land which is still pasture has another source
of water for it, through the Turner Well Association.
- d. Remarks:

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. _____
And said application is hereby _____, subject to the following limitations and conditions:

Witness my hand this _____ day of _____, 19 _____.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT

PART 2

(Attach one copy for each right)

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right evidenced by:

- a. Decree No. 29-4393 Decreed to Logan Robinson & Ricky Robinson
in case of Robinson vs. SRBA - Case No. 39576
dated March 17, 2004 in Pocatello county of Bannock
- b. License No. _____ issued by the Idaho Department of Water Resources.
- c. Claim No. 29-4393 on file with the Idaho Department of Water Resources.
- d. Transfer No. _____ which produced this right.

2. Attach a copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership. Label document as attachment A. Check appropriate box below:

☐ Tax Notice ☒ Warranty Deed ☐ Other _____

3. Source of water Ground water tributary to _____

4. Date or priority 03-01-1963

5. Water is used for the following purpose:

amount .07cfs/13.2afy for Irrigation purposes from 04-01 to 10-31
(cfs/ac-ft)
amount 0.06cfs/1.80 afy for Domestic purposes from 01/01 to 12/31
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

6. Total amount of water under right .13-0.07 cubic feet per second and/or 15.00 acre-feet per annum.

7. Point(s) of Diversion: T075 R34E 801 SE1/4

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion
—	SE	NW	NE	1	7S	34E	Bannock	Well

8. Lands irrigated or place of use: T075 R34E 501 Lot 2 (NWNE)

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
7S	34E	1		3.3	(Lot 2)														3.3

8. Domestic — Same as Irrigation.

Total acres 3.3 Acres

9. Describe any other water rights used for the same purpose as described above

Other irrigation water rights exist on this 3.3 Acres Turner Well Association

72304

10. To your knowledge, has any portion of this water right undergone a period of five or more consecutive years of non-use?
 No _____ If yes, describe _____

B. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED

(If the entire right is to be changed by the applicant, omit part B and C.)

1. amount .07cfs/13.2afy for Irrigation purposes from 04-01 to 10-31
 (cfs/ac-ft) _____
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft) _____
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft) _____
2. Point(s) of Diversion: T075 R34E 801 SENWNE

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion
	SW	SW	NE	23	7S	35E	Bannock	Well

3. Lands irrigated or place of use: 3.3 Acres

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
7S	35E	23			33														3.3

Total acres 3.3**C. DESCRIPTION OF UNCHANGED PORTION OF RIGHT (omit if there is no change)**

1. amount .06cfs/1.8afy for Domestic purposes from 01-01 to 12-31
 (cfs/ac-ft) _____
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft) _____
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft) _____
2. Point(s) of Diversion: Same as above

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion
2	SE	NW	NE	1	7S	34E	Bannock	Well

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
7S	34E	1		D															D

Total acres D

72304

hoo2

(3.5
Acres)
~~29-24095~~
near Place
of Use
29-13673

~~29-13673~~
29-24095
near Point of
Dissection
Dendroica
W. H.

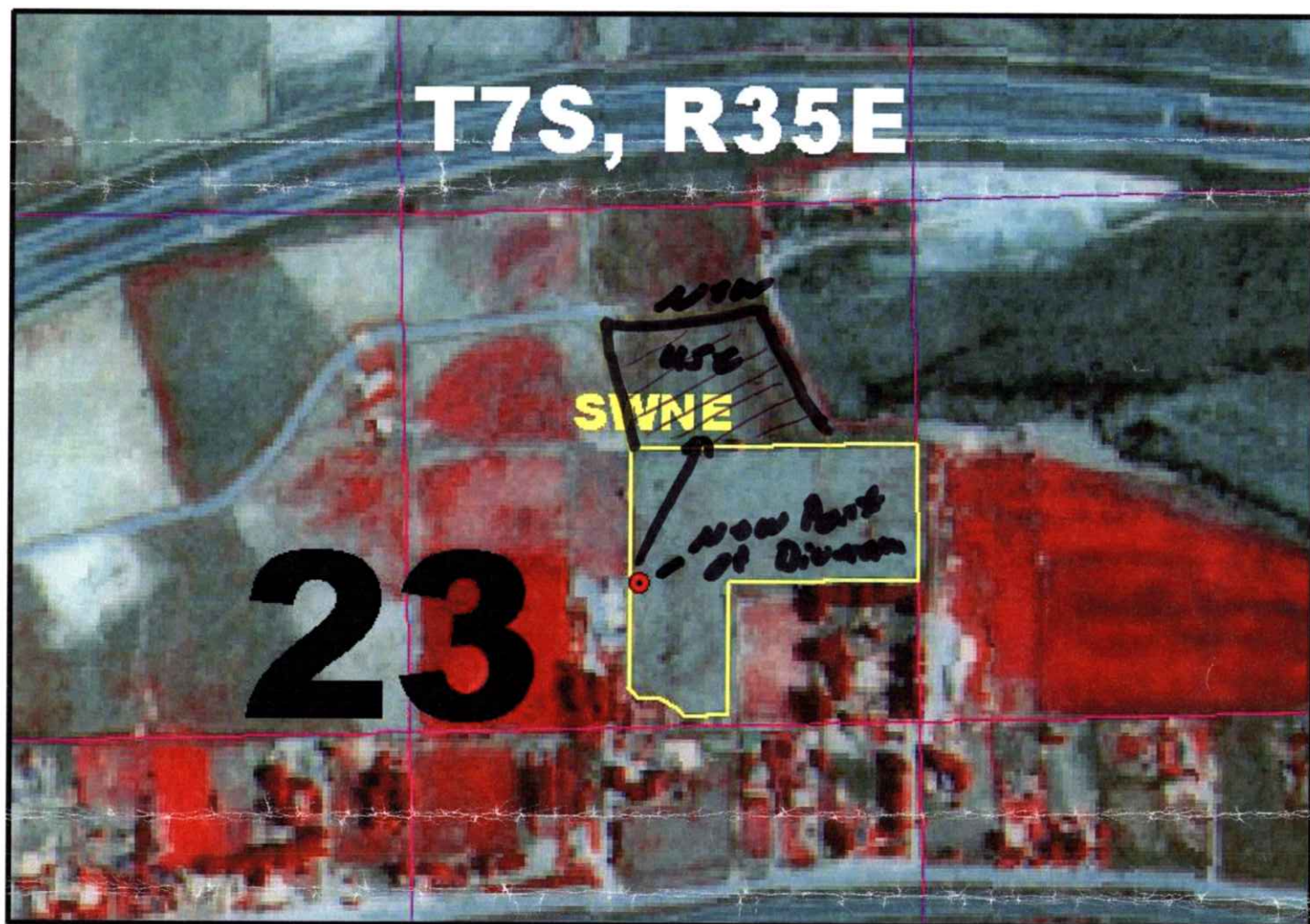


STATE OF IDAHO

72304

Department of Water Resources
Eastern Region

Water Right(s): 29-02409B



0

1320 Feet

Total Irrigated Acres: 7.6



Point(s) of Diversion



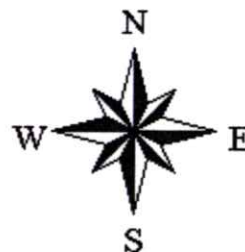
Place of Use



Quarter Quarter Lines



Section Lines



GIS Place of Use Illustration
1987/1988 NAPP Photography
Prepared by: C. Saxton
Date: November 2001

PART 3**B. CHANGES IN NATURE OF USE**

1	New Nature of Use	Amount (cfs/ac-ft)	Hours/days/year	Period of Use
	<u>Same/Irrigation</u>	<u>.07cfs/13.2afy</u>	<u>4-01</u>	<u>4-01</u> to <u>10-31</u>
				to

2. Quantity and quality of return flows and location of discharge:

The property that was being irrigated on South 2nd (294393) was in pasture and used the same amount of water with similar return flows as the proposed new location which will be of approximately the same size and use the same amount of water to irrigate alfalfa

3. Describe effects on other water uses resulting from the proposed change:

None that we are aware of.

I hereby assert that no one will be injured by such change and that the change does not constitute an enlargement in use of the original right. The information contained in this application is true to the best of my knowledge.

I understand that any willful misrepresentations made in this application may result in voiding its approval.



Subscribed and sworn to before me this

13th

day of

(Signature of Applicant)

April

2005

Annie Mortensen

(Notary Public)

My commission expires

04-24-2006

FOR DEPARTMENT USE ONLY

Transfer contains 7 pages and 1 attachments

Received by _____ Date _____ Protest filed by _____

Prelim. check by _____ Fee _____

Receipted by SC Date 4/18/05 RD 30796

Published in Idaho State Journal Copies of protest forwarded by _____

Pub. dates _____ Hearing held by _____ Date _____

Watermaster recommendation requested on _____ Recommended for ☐ approval ☐ denial

_____ rec'd. _____ by _____

Copy of transfer sent to lien holder _____

72304

DEED OF TRUST

20227345

THIS DEED OF TRUST, Made this 13th day December of, 2002. BETWEEN Logan D Robinson and Rebecca A Robinson, husband and wife herein called GRANTOR, whose address is, 4530 S 5th Ave Pocatello, Idaho 83204, Alliance Title and Escrow Corporation, herein called TRUSTEE, and Farm Bureau Finance Company, herein called BENEFICIARY, whose address is P.O. Box 4848, Pocatello, Idaho 83205-4848, WITNESSETH: That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the County of Bannock, State of Idaho, described as follows, and containing not more than forty acres:

PARCEL 1:

~~LOT 10, BLACK ANGUS RANCH SUBDIVISION, BANNOCK COUNTY, IDAHO, AS THE SAME APPEARS ON THE OFFICIAL PLAT THEREOF, FILED IN THE OFFICE OF THE COUNTY RECORDER OF BANNOCK COUNTY, IDAHO.~~

PARCEL 2:

A TRACT OF LAND IN A PORTION OF THE SE1/4 NE1/4 SECTION 23, TOWNSHIP 7 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE BRASS CAP MARKING THE EAST 1/4 CORNER OF SECTION 23, TOWNSHIP 7 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO; THENCE NORTH 00°22'52" WEST 942.78 FEET ALONG THE EASTERLY LINE OF SECTION 23 TO A 1/2-INCH PIN ON THE EDGE OF A LAVA ROCK CLIFF, SAID PIN BEING THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 00°22'52" WEST 266.27 FEET; THENCE NORTH 83°00'52" WEST 386.85 FEET; THENCE SOUTH 89°28'08" WEST 319.20 FEET; THENCE SOUTH 00°38'32" EAST 140.00 FEET; THENCE SOUTH 89°28'08" WEST 600.00 FEET; THENCE SOUTH 00°25'47" EAST 271.96 FEET TO A POINT ON THE EDGE OF A LAVA ROCK CLIFF; THENCE EASTERLY ALONG THE UPPER SIDE OF SAID LAVA ROCK CLIFF CLOSELY FOLLOWING THESE COURSES AND DISTANCES:

SOUTH 89°53'51" EAST 529.83 FEET;

NORTH 85°31'15" EAST 165.51 FEET;

NORTH 71°50'59" EAST 148.24 FEET;

NORTH 83°05'26" EAST 292.07 FEET;

NORTH 85°29'17" EAST 176.20 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 3: ~~LOTS 11, 12, AND 13, BLOCK 307, POCATELLO TOWNSITE, BANNOCK COUNTY, IDAHO, AS THE SAME APPEARS ON THE OFFICIAL PLAT THEREOF.~~

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits,
For the Purpose of Securing payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by Grantor in the sum of

Sixty-Five Thousand One Hundred Twenty-Four and No/100***** Dollars, (\$65,124.00),
final payment due December 13, 2012

and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either of them, while record owner of present interest, for any purpose, and of any notes, drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances or expenditures shall be optional with the Beneficiary, and provided, further, that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such advances together with interest thereon.

A. To protect the security of this Deed of Trust, Grantor agrees:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.

4. To pay: at least ten days before delinquency all taxes and assessments affecting said property, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. In addition to the payments due in accordance with the terms of the note hereby secured the Grantor shall at the option, and on demand of the Beneficiary, pay each month 1/12 of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust for Grantor's use and benefit and for the payment of Beneficiary of any such items when due. Grantor's failure so to pay shall constitute a default under this Trust.

5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure at the rate of interest specified in the above described promissory note.

6. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase or otherwise acquire any interest in any property which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, or in incurring any such expenses, employ counsel and pay his reasonable fees.

ATTACHMENT

T 72304
1 OF 1

COMMENCING AT THE BRASS CAP MARKING THE EAST 1/4 CORNER OF SECTION 23, TOWNSHIP 7 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO; THENCE NORTH 00°22'52" WEST 2.78 FEET ALONG THE EASTERLY LINE OF SECTION 23 TO A 1/2-INCH PIN ON THE EDGE OF A LAVA ROCK CLIFF, SAID PIN BEING THE TRUE POINT OF BEGINNING;

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TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits,
For the Purpose of Securing payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by Grantor in the sum of

Sixty-Five Thousand One Hundred Twenty-Four and No/100***** Dollars, (\$65,124.00),
final payment due December 13, 2012

and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either of them, while record owner of present interest, for any purpose, and of any notes, drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances or expenditures shall be optional with the Beneficiary, and provided, further, that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such advances together with interest thereon.

A. To protect the security of this Deed of Trust, Grantor agrees:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.

4. To pay: at least ten days before delinquency all taxes and assessments affecting said property, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. In addition to the payments due in accordance with the terms of the note hereby secured the Grantor shall at the option, and on demand of the Beneficiary, pay each month 1/12 of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust for Grantor's use and benefit and for the payment of Beneficiary of any such items when due. Grantor's failure so to pay shall constitute a default under this Trust.

5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure at the rate of interest specified in the above described promissory note.

6. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay his reasonable fees.

2022 7 45

FIRST AMERICAN TITLE
RECORDED AT REQUEST OF

FEE 6 DEPUTY JP

2022 DEC 16 AM 11 00

OFFICIAL RECORD BK# 822
LARRY W. GHAN RECORDER
BANNOCK COUNTY IDAHO

T 72304
ATTACHMENT 2 OF 7

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.
3. At any time or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey all or any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.
4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in any reconveyance executed under this Deed of Trust of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto".
5. As Additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Grantor the right, prior to any default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not constitute or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
6. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the recorder of each county wherein said real property or some part thereof is situated.
- Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, without demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiary, may purchase at such sale.
- After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the rate specified in the above described promissory note; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.
7. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.
8. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee.
9. In the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a trustee or trustees to execute the Trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the county in which the property herein described is situated, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the Trustee or Trustees named herein.
- Request is hereby made that a copy of any Notice of Default and copy of any Notice of Sale hereunder be mailed to the Grantor at his address hereinbefore set forth.

Logan D Robinson

Rebecca A Robinson

STATE OF IDAHO, COUNTY OF Bannock

Known to me to be the person s whose name s are

Subscribed to the within instrument, and acknowledged to me that

they

executed the same.

On this 13th day of December, 2002

before me, a Notary Public in and for said State, personally appeared

Notary Public

Logan D Robinson and Rebecca A Robinson

Residing at Pocatello, Idaho

My commission expires: 2-18-2005

REQUEST FOR FULL RECONVEYANCE

To be used only when note has been paid.

_____, Idaho, _____, 20__.

, Trustee:

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured thereby have been fully paid. You are hereby requested and directed to cancel all evidences of indebtedness secured by said Deed of Trust and to reconvey, without warranty, the estate now held by you under the same.

Deliver to:

THE PROMISSORY NOTE OR NOTES, AND ANY EVIDENCES OF FURTHER AND/OR ADDITIONAL ADVANCES MUST BE PRESENTED WITH THIS REQUEST.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the rate specified in the above described promissory note; all other sums then secured hereunder and the remainder, if any, to the person or persons legally entitled thereto.

7. This Deed applies to, inures to the benefit of, and binds the parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the pledgee hereof. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

8. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee.

9. In the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a trustee or trustees to execute the Trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the county in which the property herein described is situated, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the Trustee or Trustees named herein.

Request is hereby made that a copy of any Notice of Default and copy of any Notice of Sale hereunder be mailed to the Grantor at his address hereinbefore set forth.

Logan D Robinson

Rebecca A Robinson

STATE OF IDAHO, COUNTY OF Bannock

Known to me to be the person s whose name s are

Subscribed to the within instrument, and acknowledged to me that

they

executed the same.

Notary Public

Residing at Pocatello, Idaho

My commission expires: 2-18-2005

On this 13th day of December, 2002
before me, a Notary Public in and for said State, personally appeared

Logan D Robinson and Rebecca A Robinson

REQUEST FOR FULL RECONVEYANCE

To be used only when note has been paid.

_____, Idaho, _____, 20__.

, Trustee:

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured thereby have been fully paid. You are hereby requested and directed to cancel all evidences of indebtedness secured by said Deed of Trust and to reconvey, without warranty, the estate now held by you under the same.

Deliver to:

THE PROMISSORY NOTE OR NOTES, AND ANY EVIDENCES OF FURTHER AND/OR ADDITIONAL ADVANCES MUST BE PRESENTED WITH THIS REQUEST.

DEED OF TRUST

THIS DEED OF TRUST, Made this 11th day of September, 1981, BETWEEN LOGAN ROBINSON, Individually, herein called GRANITOR, whose address is 4530 South Fifth Avenue, Pocatello, Idaho The American Land Title Co., Inc. herein called TRUSTEE, and GENE ELLSWORTH and AUDREY ELLSWORTH, husband and wife, 2607 South Second Avenue, Pocatello, Idaho, herein called BENEFICIARY,

WITNESSETH: That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the County of Bannock, State of Idaho, described as follows, and containing not more than twenty acres:

See legal description appended hereto and incorporated herein and is marked Exhibit "A"

This Deed Of Trust is also subject to the additional terms and conditions contained on Exhibit "B" which is attached hereto and incorporated herein.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits, for the Purpose of Securing payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by Grantor in the sum of SEVENTY-TWO THOUSAND AND NO/100 DOLLARS Dollars: \$ 72,000.00

And payment due and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein or any or either of them, which Grantor owner of present interest, for any purpose, and of any notes, drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances or expenditures shall be optional with the Beneficiary and provided further, that it is the express intention of the parties to this Deed of Trust that it shall constitute continuing security and paid for all such advances together with interest thereon.

A. To protect the security of this Deed of Trust, Grantor agrees:

1. To keep said property in good condition and repair, not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be concluded damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereon; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fence, graze, plow and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerated herein not excluding the general.

2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.

4. To pay, at least ten days before delinquency all taxes and assessments affecting said property, when due, all encumbrances, charges and liens, with interest on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this trust. In addition to the payments due in accordance with the terms of the note hereby secured the Grantor shall at the option, and on demand of the Beneficiary, pay each month 1/12 of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust for Grantor's use and benefit and for the payment by Beneficiary of any such items when due. Grantor's failure to pay shall constitute a default under this trust.

5. To pay immediately and without demand all sums expensed by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure at eight per cent per annum.

6. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, cancel or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, or in enforcing this Deed of Trust by partial foreclosure, pay necessary expenses, employ counsel and pay his reasonable fees.

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure to pay.

3. At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may, convey all or any part of said property, consent to the making of any map or plat thereof, join in granting any easement thereon, or join in any extension agreement or any agreement subordinating the lien or charge hereof.

4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in any reconveyance executed under this deed of trust of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

5. As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these trusts, to collect the rents, issues and profits of said property, reserving unto Grantor the right, prior to any default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

6. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the recorder of such county wherein said real property or some part thereof is situated.

Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, without and on Grantor, shall sell said property at the time and place hereinafter specified in said notice of sale, either as a whole or in separate parcels and in such manner as it may determine, at public auction to the highest bidder for the best lawful money of the United States, payable at time of sale. Trustee shall execute to the purchaser its deed conveying the property so sold, but it shall be the duty of any covenant or warranty express or implied. The recitals in such deed shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiary, may purchase at such sale. After deducting all costs, fees and expenses of Trustee and of this trust, including cost of evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at eight percent per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

7. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the pledgee thereof. In this deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

8. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee.

9. In the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the county in which the property herein described is situated, shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the Trustee or trustees named herein.

Request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to the Grantor at his address hereinbefore set forth.

LOGAN ROBINSON - Grantor

STATE OF IDAHO, COUNTY OF Bannock
On this 11th day of September, 1978.
before me, a Notary Public in and for said State, personally appeared

LOGAN ROBINSON

Known to me to be the person whose name is he
subscribed to the within instrument, and acknowledged to me that
he executed the same.

Notary Public,

Residing at Pocatello, Idaho.

Commission Expires _____

DEED OF TRUST
WITH POWER OF SALE

GRANTOR

TRUSTEE

BENEFICIARY

Dated _____, 19____

Furnished through the
courtesy of

American Land Title Co.

336 West Center
P. O. Box 1176
Pocatello, Idaho 83201
Telephone 232-6163

"SERVING BANNOCK, BINGHAM, POWER,
MADISON, AND FRANKLIN COUNTIES."

REQUEST FOR FULL RECONVEYANCE

To be used only when note has been paid.

Idaho, _____, 19____

Trustee:

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured thereby have been fully paid. You are hereby requested and directed to cancel all evidences of indebtedness secured by said Deed of Trust and to reconvey, without warranty, the estate now held by you under the same.

Deliver to: _____

THE PROMISSORY NOTE OR NOTES, AND ANY EVIDENCES OF FURTHER AND/OR ADDITIONAL ADVANCES MUST BE PRESENTED WITH THIS REQUEST.

ATTACHMENT 72304
6 OF 7

EXHIBIT "A"

Parcel 1

Beginning at the most Easterly corner of Lot 3, in Block 2, MacDonald Acres, Bannock County, Idaho, according to the official plat thereof, filed in the office of the County Recorder of Bannock County, Idaho, and running thence in a Northwesterly direction along the easterly line of said Lot 3 a distance of 98 Feet, thence at right angles Southwesterly parallel to the Northwesterly line of said Lot 3, a distance of 430.65 feet; thence at right angles Northwesterly across part of Lot 3 and Lot 4 and 5 in said Block, a distance of 202 feet, more or less, to the Northwesterly line of said Lot 5; thence in a Southwesterly direction along the Northwesterly line of said Lot 5 to the Northwesterly corner of said Lot 5; thence Southeasterly along the Westerly line of said Lots 5, 4, and 3, to the Southwesterly corner of said Lot 3, thence Northeasterly along the Southeasterly line of said Lot 3 to the Point of Beginning. Except that portion thereof deeded to the Union Pacific Railroad Company, disclosed by warranty deed in Book 100 of Deeds, page 43, Records of Bannock County, Idaho and described as follows:

Beginning at a point in the Northwest corner of Lot 5, which point intersects the Union Pacific's Railroad Company's North-easterly right of way boundary line, thence Northeasterly along the Northwesterly line of said lot 5 a distance of 150 feet to a point, thence Southeasterly a distance of 300.99 feet to the Southeasterly line of Lot 3, thence Southwesterly along the divided line between Lots 3 and 2 to a point in said railroad right of way boundary line a distance of 150 feet; thence Northwesterly along said right of way boundary line a distance of 300.99 feet to the point of beginning...

Parcel 2

Commencing at the most Easterly corner of Lot 3 in Block 2 of MacDonald Acres, Bannock County, Idaho, according to the official plat thereof on file in the office of the County Recorder of Bannock County, State of Idaho, an running thence in a Northwesterly direction along the Easterly line of said Lot 3 for a distance of 98 feet to the place of beginning of this survey; thence continuing in a Northwesterly direction along the Easterly line of said Lot 3 and Lot 4 of said Block 2, MacDonald Acres for a distance of 49 feet; thence at right angles Southwesterly thru part of said Lot 4 for a distance of 430.65 feet; thence at right angles Southeasterly across part of said Lot 4 and apart of said Lot 3 for a distance of 49 feet; thence at right angles Northeasterly thru apart of said Lot 3 for a distance of 430.65 feet to the place of beginning of this survey...