

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

RECEIVED
JUN 30 2004
Department of Water Resources

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

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided, 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
96-7484					

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) are 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) Federal Home ^{loan} Mortgage Corp.
27271 Las Ramblas, Mission Viejo, CA
4. New Owner/Claimant(s) Jimmy C. & Kelly L. Turman 92691
Name Connector (Check one): ☐ and ☐ or, ☒ and/or
- New Mailing Address 17433 Pend Oreille divide Rd
- City, State and ZIP Code Arhee Id 83801
- New Telephone Number (208) 623-2374 / ^{hm} 208 683-2071 / ^{wk} (208) 755-5120
^{cell} 208 755-5112
5. Date you acquired the property 6-10-04

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)

[Handwritten Signature]
Jelly L. Tuerman

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 <i>[Signature]</i>	Date <i>6-30-04</i>	Fee <i>\$25.00</i>
Received by <i>[Signature]</i>	Date <i>6-30-04</i>	Receipt No. <i>C074343</i>
Processed by _____	AJ Date _____	WR _____ Date _____



SPECIAL CORPORATE WARRANTY DEED

ASSET # 506437

FOR VALUE RECEIVED,

Federal Home Loan Mortgage Corporation, organized and existing under the laws of the United States of America

a corporation duly organized and existing under the laws of the State of Idaho, grantor, does hereby Grant, Bargain, Sell and Convey unto

Jimmy C. Turman and Kelly L. Turman, husband and wife

whose address is: 17123 E. Sand Oreille Divide Rd., Athol, ID 83601

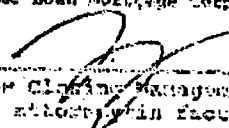
grantee, the following described real estate, to-wit:
 The Northwest Quarter of the Southwest Quarter of the Northeast Quarter
 and the South half of the Northeast Quarter of the Southeast Quarter
 of the Northwest Quarter and the North half of the Southeast Quarter
 of the Southeast Quarter of the Northwest Quarter all located in
 Section 27, Township 53 North, Range 2 West Boise Meridian, Blount
 County, Idaho.

SUBJECT TO current years taxes, irrigation district assessment, public utility assessments, subdivision restrictions and
 U.S. patent reservations.

TO HAVE AND TO HOLD The said premises, with their appurtenances unto the said Grantee, his heirs and assigns
 forever. And the said Grantee does hereby covenant to and with the said Grantee, that it is the owner in a fee simple of
 said premises; that they are free from all encumbrances and that it will warrant and defend the same from all lawful claims
 whatsoever, except as to the reservations from any exceptions to warranty when the claim is by, through or under Grantee,
 but not otherwise.

IN WITNESS WHEREOF, the Grantee, pursuant to a resolution of its Board of Directors has caused its corporate
 name to be hereunto subscribed by its President this 7 day of June, 2004

Federal Home Loan Mortgage Corporation

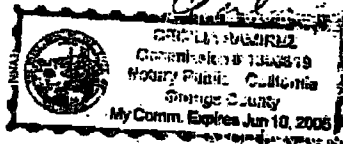
By 
 Burrow Closing Management Corporation
 as attorney-in-fact

**JULIO GONZALEZ, CLOSING
 COORDINATOR**

STATE OF CALIFORNIA,

COUNTY OF ORANGE

On this 8 day of JUNE, in the year 2004, before me, a
 Notary Public in and for said State, personally appeared JULIO GONZALEZ
 of Burrow Closing Management Corporation, known or identified to me to be the
 person whose name is subscribed to this within instrument as the attorney-in-fact
 of Federal Home Loan Mortgage Corporation, and acknowledged to me that such
 Corporation executed the same, and acknowledged to me that subscribed the name
 of Federal Home Loan Mortgage Corporation, thereto as principal and own name
 as attorney-in-fact.



Notary Public of CALIFORNIA
 Residing at ORANGE
 Commission Expires JUNE 10, 2005

First American Title Company of Idaho

RECEIVED
 JUN 30 2004
 Department of Water Resources

AFTER RECORDING MAIL TO:

Roger Hohle and Helen Dane
PO Box 342
Bayview, ID 83803

RECEIVED
JUN 30 2004
DEPARTMENT OF
WATER RESOURCES

A.P.N.: 53N02W-27-1400

File No. 4101-365675 (DS)

DEED OF TRUST

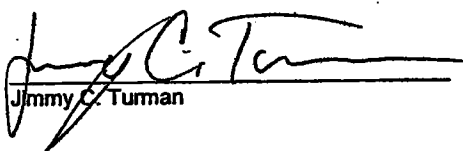
THIS DEED OF TRUST, made this Eighth day of June, 2004, between Jimmy C. Turman and Kelly L. Turman, husband and wife, as GRANTOR(S), whose address is 17433 East Pend Oreille Divide Road, Athol, ID 83801, and First American Title Company of Idaho, Inc., an Idaho Corporation, as TRUSTEE, whose address is 7311 Potomac Drive, Boise, ID 83704, and Roger Hohle and Helen Dane, as BENEFICIARY, whose address is PO Box 342, Bayview, ID 83803;

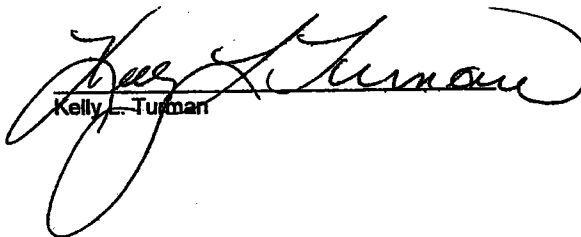
WITNESSETH: That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the County of Kootenai, State of Idaho, described as follows and containing not more than acres:

The Northwest Quarter of the Southwest Quarter of the Northeast Quarter and the South half of the Northeast Quarter of the Southeast Quarter of the Northwest Quarter and the North half of the Southeast Quarter of the Southeast Quarter of the Northwest Quarter all located in Section 27, Township 53 North, Range 2 West Boise Meridian, Kootenai County, Idaho.

APN: 53N02W-27-1400

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 Eighty Thousand dollars (\$80,000.00), final payment due June 10, 2014 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.

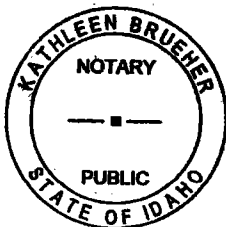

Jimmy C. Turman

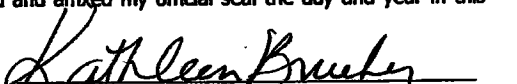

Kelly L. Turman

STATE OF Idaho)
SS.
COUNTY OF Ada)

On this Eighth day of June, 2004, before me, a Notary Public in and for said State, personally appeared Jimmy C. Turman and Kelly L. Turman, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within 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.




Notary Public for the State of Idaho
Residing at: Boise, ID - Coeur d'Alene, ID
My Commission Expires: 7/22/08

DO NOT RECORD

The following is a copy of provisions 1 to 6, inclusive of Part A and Provisions 1 to 9 inclusive of Part B which are incorporated by reference in the Deed of Trust appearing on Page 1 hereof.

- 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 thereon; to comply with all laws affecting said property 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 whittle, 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 paid by Beneficiary upon 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 assigned 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 that of evidence of title and attorneys' fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to enforce this Deed.
 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 to 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 to 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 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 eight percent 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, 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, pay necessary expenses, employ counsel and pay his reasonable fees.
 7. If it is mutually agreed that:
 - a. 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 pay 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.
 - b. 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 elect a default for failure so to pay.
 - c. At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust 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 change hereof.
 - d. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and said Note to Trustee for cancellation and notation 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."
 8. 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 attorneys' 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 pursuant to such notice.
 9. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured 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 located.
 10. 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 such purchaser his deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.
 11. After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title 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 persons or persons legally entitled thereto.
 12. This Deed of Trust applies to, inures to the benefit of, and binds all parties herein, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder of the Note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.
 13. 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 party unless brought by Trustee.
 14. 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 new Trustee or Trustees shall succeed to all of the powers and duties of the Trustee or Trustees named herein.

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

Idaho

Trustee

You are hereby authorized and requested to execute a reconveyance hereunder and deliver same to:

The undersigned hereby certify that Roger Hohle and Helen Dane

Are the owner(s) and holder(s) of the debt mentioned in said Deed of Trust and that the same has never been assigned or transferred.

Address: PO Box 342
Bayview ID 83803

Telephone No.: 208-683-5070

By: Roger Hohle
By: Helen E Dane

RECEIVED
JUN 30 2004
DEPARTMENT OF
WATER RESOURCES

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