

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

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SEP 17 2004

Department of Water Resources
Eastern Region

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

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
<u>35-8200</u>	_____	___	_____	_____	___
_____	_____	___	_____	_____	___
_____	_____	___	_____	_____	___
_____	_____	___	_____	_____	___
_____	_____	___	_____	_____	___

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 DEPARTMENT OF
 WATER RESOURCES
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2. The following **REQUIRED** information must be submitted with this form:

- ☒ A. The appropriate **FILING FEE**. See instructions for fee amounts. \$25
- ☒ 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)

LEWIS + CAROL ROUNDS
5795 W 49th S IDAHO FALLS, ID

4. New Owner/Claimant(s)

DAVID AND MARGO SIRE
 Name Connector (Check one): ☒ and, ☐ or, ☐ and/or

New Mailing Address

2885 W 17th S

City, State and ZIP Code

IDAHO FALLS, ID 83402

New Telephone Number

(208) 525-8671

5. Date you acquired the property

7-16-99

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)

Wail R. Sie
Margo L. Sie

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 JS Date 9-17-04 Fee \$25
 Received by JS Date 9-17-04 Receipt No. F 03 02101
 Processed by _____ AJ Date _____ WR _____ Date _____

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WATER RESOURCES

[Space Above This Line For Recording Data]

AP# M34STEPH1684248
LN# 1684248

DEED OF TRUST

NOTICE: THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT.

THIS DEED OF TRUST ("Security Instrument") is made on
MARGO L. SIRE and DAVID L. SIRE, WIFE AND HUSBAND

July 16, 1999

. The grantor is

("Borrower"). The trustee is
BONNEVILLE LAND TITLE COMPANY,

("Trustee"). The beneficiary is REPUBLIC MORTGAGE, DIV. OF OLD KENT MORTGAGE CO., MICHIGAN
CORPORATION

which is organized and existing under the laws of
address is 921 S. ORCHARD, BOISE, ID 83705

MICHIGAN STATE

, and whose

("Lender"). Borrower owes Lender the principal sum of

One Hundred Fifty Five Thousand and no/100

Dollars (U.S. \$ 155,000.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for
monthly payments, with the full debt, if not paid earlier, due and payable on August 1, 2029

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals,
extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to
protect the security of this Security Instrument; and (c) 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 BONNEVILLE County, Idaho:

BEGINNING AT A POINT THAT IS WEST 232 FEET FROM THE NORTHEAST QUARTER OF THE
NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 2 NORTH, RANGE 37
EAST OF THE BOISE MERIDIAN, BONNEVILLE COUNTY, IDAHO, TO THE TRUE POINT OF
BEGINNING; THENCE SOUTH 295 FEET; THENCE WEST 295 FEET; THENCE NORTH 295 FEET;
THENCE EAST 295 FEET TO THE POINT OF BEGINNING. EXCEPTING THEREFROM ALL OF THE
FOLLOWING DESCRIBED PROPERTIES: THAT CERTAIN PROPERTY CONVEYED TO BONNEVILLE COUNTY
FOR ROADWAY PURPOSES BY THAT CERTAIN QUITCLAIM DEED RECORDED AS INSTRUMENT NO.
354897 ON DECEMBER 2, 1965, AT 10:12 A.M., RECORDS OF BONNEVILLE COUNTY, IDAHO.

which has the address of 2885 W. 17TH SOUTH, IDAHO FALLS
Idaho 83402

[Zip Code] ("Property Address");

[Street, City],





● NAME AFFIDAVIT

7884105551

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DEPARTMENT OF
WATER RESOURCES

This is to certify that the following:

DAVID L SIRE,

DAVE SIRE

D. SIRE

are one and the same person who executed a Deed of Trust/Mortgage and a Deed of Trust Note/Mortgage Note/Note dated December 11, 2001, and is secured by the property located at: 2885 WEST 17TH SOUTH, IDAHO FALLS, ID 83402, along with all other pertinent papers pertaining to the settlement of said property.

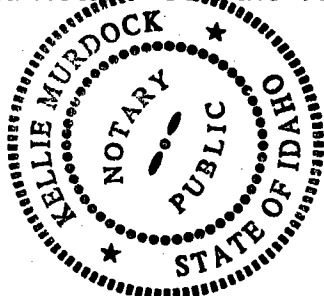
David L Sire
DAVID L SIRE

STATE OF IDAHO

COUNTY OF

I, the undersigned, a Notary Public in and for the county and state aforesaid, do hereby certify that DAVID L SIRE, whose name is signed above, acknowledged the same before me.

WITNESS my hand and Notarial Seal the 13th day of December, 2001.



Kellie Murdock
Notary Public

Residing in Jefferson County
Commission Expires: 6-26-03

My Commission Expires: _____



Department of Veterans Affairs

REPORT AND CERTIFICATION OF LOAN DISBURSEMENT

☒ AUTOMATIC PROCEDURE ☐ PRIOR APPROVAL PROCEDURE

INSTRUCTIONS TO LENDERS: For use by lenders closing VA loans under 38 U.S.C. 3710. After closing of the loan and completion of the form, the original is to be forwarded to the VA; the duplicate is to be retained by the lender; the triplicate is to be provided to the veteran. With this report, unless previously submitted to VA, please submit the following: (a) copy of the borrower's loan application to you showing income, assets, and obligations; (b) the ORIGINAL verification(s) of employment and earnings; (c) ORIGINAL credit report on the borrower and co-borrower, if any; (d) ORIGINAL VA Form 26-8937, Verification of VA Benefit Related Indebtedness; (e) ORIGINAL VA Form 26-0503, Federal Collection Policy Notice; (f) VA Form 26-0551, Debt Questionnaire; (g) Veteran's Certificate of Eligibility; (h) a copy of the veteran's executed sales or construction contract, as appropriate; (i) ORIGINAL verification of bank deposit; (j) a true copy of the HUD Form 1 or, if a refinancing loan, a statement of the loan disbursement and costs, showing the fees and costs charged to the borrower and seller (HUD Form 1 may be used); (k) if the home is of new construction, an executed copy of the builder's warranty, VA Form 26-1839; a copy of the Master Certificate of Reasonable Value, VA Form 26-1843a and any related endorsements, and a VA or FHA final compliance inspection report. In special cases, such as loans wherein some of the proceeds are to be escrowed to cover the completion of postponed exterior improvements, etc., other attachments to the report may be necessary. Lenders should consult with the VA regional office in this regard. For refinancing loans under 38 U.S.C. 3710 (a) (5), provide evidence of the lien of record on the property and of the veteran's ownership of the property. For all loans, submit VA Form 26-8998, Acknowledgment of Receipt of Funding Fee From Mortgagee, if required.

RESPONDENT BURDEN: Public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other suggestions for reducing this burden to Director, Paperwork Management and Regulations Services (723), VA Central Office, Washington, DC 20420; and to the Office of Management and Budget, Paperwork Reduction Project (2900-0032), Washington, DC 20503.

1. VA LOAN NUMBER LH 474760125379	2A. LENDER'S LOAN NUMBER 78841055517884105551	2B. LENDER'S VA IDENTIFICATION NUMBER 21302821019	3. DATE OF REPORT 12/11/01
4A. FIRST NAME-MIDDLE NAME-LAST NAME OF VETERAN MARGO L SIRE			4B. VETERAN'S SOC. SEC. NO. 365-62-0887

5. PRESENT ADDRESS OF VETERAN (Include ZIP Code) 2885 WEST 17TH SOUTH IDAHO FALLS, ID 83402	6. NAME AND ADDRESS OF RELATIVE NOT LIVING WITH VETERAN (Include ZIP Code and complete telephone number if available) TOM SIRE P.O. BOX 1387 FORT BENTON, MT406-737-4218
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This report of the undersigned lender is made pursuant to Section 3702(c), Title 38, United States Code. The undersigned lender and veteran each agree that the Regulations issued under Chapter 37, Title 38, United States Code, and in effect on the date of the loan shall govern the rights, duties, and liabilities of the parties and that any provisions of the loan instruments inconsistent with such Regulations are hereby amended and supplemented to conform thereto and request issuance of evidence of the loan to the full extent permitted by the veteran's available entitlement.

☒ GUARANTY ☐ INSURANCE

SECTION I - PURPOSE, AMOUNT, TERMS AND SECURITY FOR LOAN

7. PURPOSE OF LOAN ☐ Purchase Existing Home Previously Occupied ☐ Finance Improvements To Existing Property ☐ Purchase New Condominium Unit ☐ Purchase Existing Condominium Unit ☒ Refinance ☐ Purchase Existing Home Not Previously Occupied ☐ Purchase Permanently Sited Manufactured Home ☐ Construct Home-Proceeds To Be Paid Out During Construction ☐ Purchase Permanently Sited Manufacturing Home And Lot ☐ Refinance Permanently Sited Manufactured Home To Buy Lot ☐ Refinance Permanently Sited Manufactured Home/Lot Loan	8. ADDRESS OF PROPERTY SECURING LOAN (Include lot and block numbers, subdivision name and ZIP Code.) 2885 WEST 17TH SOUTH IDAHO FALLS, ID 83402	9. AMOUNT OF LOAN \$ 154,750.00
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10. TERMS OF LOAN

A. PRINCIPAL AND INTEREST PAYABLE EACH PERIOD 1,305.87	B. RATE OF INTEREST PER ANNUM 6.0000 PERCENT	C. DATE OF NOTE 12/11/01	D. DATE OF FIRST PAYMENT 2/1/02
E. DATE LOAN WAS CLOSED 12/11/01	F. DATE LOAN PROCEEDS FULLY PAID OUT 12/17/01	G. TERM OF LOAN 15 YEARS 180 MONTHS	H. DATE OF MATURITY 1/1/17

11. TYPE OF LIEN (38 CFR 36.4351)

☐ First Realty Mortgage ☒ Second Realty Mortgage ☐ First Chattel Mortgage ☐ Unsecured ☒ Other (Specify)

12. TITLE OF PROPERTY IS VESTED IN THE FOLLOWING PERSON(S)

☐ Veteran ☒ Veteran And Spouse ☐ Other (Specify)

13. ESTATE IN PROPERTY IS (38 CFR 36.4350)

☒ Fee Simple ☐ Leasehold (Give expiration date) ☐ Other (Specify)

14. APPROXIMATE ANNUAL REAL ESTATE TAXES \$ 1,125.58	15. INSURANCE FACE AMOUNT OF POLICY \$ ANNUAL PREMIUM \$ 430.00	A. HAZARD	B. FLOOD (Where applicable)	16. APPROXIMATE ANNUAL SPECIAL ASSESSMENT PYMT. \$	17. TOTAL UNPAID SPECIAL ASSESSMENTS \$
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18. ANNUAL MAINTENANCE ASSESSMENT

19. DESCRIBE NONREALTY, IF ANY, ACQUIRED WITH PROCEEDS OF LOAN (Attach separate sheet, if necessary)

20. DESCRIBE ADDITIONAL SECURITY TAKEN AND LIST OF OTHERS (Including Spouse) ABLE ON INDEBTEDNESS, IF ANY (Attach separate sheet, if necessary)

DAVID L SIRE

IF LAND ACQUIRED BY SEPARATE TRANSACTION COMPLETE ITEMS 21 AND 22	21. DATE ACQUIRED	22. PURCHASE PRICE (If acquired other than by purchase, state "None") \$	23. AMOUNT WITHHELD FROM LOAN PROCEEDS AND DEPOSITED IN ☐ ESCROW ☐ EARMARKED ACCOUNT \$
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SECTION II - LENDER'S CERTIFICATION

24. I, THE UNDERSIGNED LENDER, CERTIFY THAT:

- If this loan was closed under the automatic procedure, no default exists which has continued for more than 30 days.
- The lender has not imposed and will not impose any charges or fees against the veteran borrower in excess of those permissible under the schedule set forth in paragraph (d) of 38 CFR 36.4312.
- The information furnished in Section I is true, accurate and complete.
- The information contained in the loan application was obtained directly from the veteran by an employee of the undersigned lender or the lender's duly authorized agent and is true to the best of the lender's knowledge and belief.
- The credit report submitted on the subject veteran (and co-borrower, if any) was ordered by the undersigned lender or lender's duly authorized agent directly from the credit bureau which prepared the report and was received directly from said credit bureau.
- The verification(s) of employment and verification(s) of deposits were requested and received by the lender or the lender's duly authorized agent without passing through the hands of any third persons and are true to the best of the lender's knowledge and belief.
- This report was signed by the veteran after Sections I, II and III were completed.
- VA Forms 26-0503, Federal Collection Policy Notice, and 26-0551, Debt Questionnaire, were signed by the veteran and the veteran was furnished a signed copy.
- This loan to the named veteran meets the income and credit requirements of the governing law in the judgment of the undersigned.
- The names and functions of any duly authorized agents who developed on behalf of the lender any of the information or supporting credit data submitted are as follows:

NAME	ADDRESS	FUNCTION (e.g., obtained information for loan application, ordered credit report, verification of employment, verification of deposits, etc.)
a.		
b.		
c.		
d.		
e.		

If no agent is shown above, the undersigned lender affirmatively charges that all information and supporting credit data were obtained directly by the lender.

- The undersigned lender understands and agrees that the lender is responsible for the acts of agents identified in Item 24J as to the functions with which they are identified.
- The loan conforms with the applicable provisions of Title 38, U.S. Code and the Regulations concerning guaranty or insurance of loans to veterans.
- COMPLETE WHERE AUTHORIZED BY CERTIFICATE OF REASONABLE VALUE.

☐ Any construction, repairs, alterations, or improvements upon which the reasonable value of the property is predicated and which were not inspected and approved subsequent to completion by a compliance inspector designated by the Secretary have been completed properly.

N. If the loan application has been submitted for the prior approval of the VA, the proceeds of the loan were expended for the purposes described in the loan application or refinancing proposal originally submitted for the prior approval of the VA and in the amounts shown in the statement of loan disbursement and costs or HUD Form 1 that is attached to and incorporated in this report.

Beginning at a point that is North 89°17'29" East 890.62 feet along the Section line from the North Quarter Corner of Section 27, Township 2 North, Range 37, East of the Boise Meridian, Bonneville County, Idaho; running thence North 89°17'29" East 200.88 feet along said Section line; thence South 01°07'34" East 536.08 feet to the Southeasterly bank of the Highland Lateral Canal; thence along said canal bank the following five (5) courses: (1) South 37°09'23" West 58.85 feet; thence (2) South 26°32'02" West 64.57 feet; thence (3) South 33°19'00" West 65.57 feet; thence (4) South 23°18'00" West 142.16 feet; thence (5) South 32°39'17" West 81.05 feet; thence North 00°42'31" West 891.83 feet to the point of beginning.

Excepting therefrom all of the following described properties:

That certain property conveyed to Bonneville County for roadway purposes by that certain Quitclaim Deed recorded as Instrument No. 354897 on December 2, 1965 at 10:12 a.m., records of Bonneville County, Idaho.

12.1.04 per Michelle @ Bonneville Cty Assessors
SIRE's do own property (3 acres) in T2N, R37E, S27
KM