

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

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AUG 16 2004

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

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
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35-8755 _____

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SEP 13 2004

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WATER RESOURCES

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SEP 03 2004

Department of Water Resources
Eastern Region

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) 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)

Clark, Meredith M & Fredi Marie

4. New Owner/Claimant(s)

Kirk D. & Anita Ogden

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

New Mailing Address

78 N 950 W

City, State and ZIP Code

Blackfoot ID 83221

New Telephone Number

(208) 684-4234

5. Date you acquired the property

9/20/93

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)

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 <u>JC</u>	Date <u>9-3-04</u>	Fee <u>\$85-</u>
Receipted by <u>JC</u>	Date <u>9-3-04</u>	Receipt No. <u>E030210</u>
Processed by _____ AJ	Date _____	WR _____ Date _____

After Recording Return To:
Idaho Central Credit Union
4425 Burley Dr
Chubbuck, ID 83202

Loan No: 109426

[Space Above This Line For Recording Data]

DEED OF TRUST

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 together with all Riders to this document.

September 11, 2003

(B) "Borrower" is

Kirk D. Ogden and Anita Ogden, husband and wife

Borrower is the trustor under this Security Instrument.

(C) "Lender" is Idaho Central Credit Union

Lender is a Corporation

organized and existing under the laws of Idaho

Lender's address is 4425 Burley Drive

Chubbuck, ID 83202

Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is First American Title Company

(E) "Note" means the promissory note signed by Borrower and dated

September 11, 2003

The Note states that Borrower owes Lender Ninety Four Thousand Five Hundred DOLLARS and Zero CENTS

Dollars (U.S. \$ 94,500.00

) plus interest. Borrower has promised to pay this debt in regular

Periodic Payments and to pay the debt in full not later than

October 1, 2018

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

IDAHO - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Form 3013 1/01

Laser Forms Inc. (800) 448-3555

LF1 #FNMA3013 1/01 (A)

Page 1 of 13

Initials:

K.O. A.O.

(G) "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.

(H) "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 |
| ☐ Biweekly Payment Rider | ☐ V.A. Rider | |
| ☐ Other(s) [specify] | | |

(I) "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.

(J) "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.

(K) "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.

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

(M) "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.

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

(O) "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.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §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.

(Q) "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

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]

:

See Exhibit "A" attached hereto and made a part hereof

which currently has the address of

78 North 950 West
[Street]

Blackfoot
[City]

, Idaho

83221
[Zip Code]

("Property Address"):

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 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.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

SCHEDULE A

Order No.: B48712

Reference No.:

1. Commitment Date: **August 1, 2003**

at **07:30 AM**

2. Policy (or Policies) to be issued:

Policy Amount

Premium Amount

(a) **Owner's Policy** (

Form 1402-92)

Proposed Insured:

No credits applicable

Endorsements:

(b) **Loan Policy**

(Extd Loan Policy (10/17/92) Form 1056-92)

\$ 95,000.00

\$ 763.75

Proposed Insured:

No credits applicable

Idaho Central Credit Union, its successors and/or assigns as their respective interests may appear.

Endorsements: **100/116/8.1**

\$ 50.00

(c)

Proposed Insured:

Endorsements:

3. A fee simple interest in the land described in this Commitment is owned, at the Commitment Date, by:

Kirk D. Ogden and Anita Ogden, husband and wife

4. The Land referred to in this Commitment is described as follows:

Part of the NE¼NW¼ of Section 33, Township 2 South, Range 34 E.B.M., Bingham County, Idaho, described as: Beginning at a point that is S. 0°10'22" W. along the N-S Half Section line, 988.97 feet from the N¼ corner of said Section 33, and running thence S. 0°10'22" W. along said N-S Half Section line 323.14 feet; thence S. 89°15'22" W. 660 feet; thence N. 0°10'22" E. 325.44 feet; thence N. 89°27'20" E. 660 feet to the point of beginning.

According to the County Assessor's office, the above described property is commonly known as:

78 North 950 West, Blackfoot, Idaho 83221

**VALID ONLY IF SCHEDULE B AND
COVER ARE ATTACHED**

ALTA Plain Language Commitment
Form No.: 1344-A (1982)
(B48712.PFD/B48712/7)

N 89.4150 W 5297.68

PIONEER ROAD

WANDA H CHRISTENSEN
WD 6-19-74 192374
DEC 12-26-90 394981

660
T-6847

T-6848

T-6846
660

317.9
T-6315
685.4
5154
230

317.9
T-6851
685.4
319.9

ORVIL L MURDOCK
FAMILY LIVING TRUST
OCD 12-10-43 65/215
OCD 6-15-92 407628

LYLE & DEANNA LAMPRECHT
WD 5-8-89 380452

T-10481

T-6560
625.88

347.99

T-14190

157.30
162.63
195.96
T-8665

212
T-9213

212
T-9213

320
384.48
30
120
2.10
120
460
T-14349

Alan / Nicole Parks
10-20-99 484182 WD

VICTOR A & MAXINE T CUSHMAN
WD 7-19-62 112/174

SCOTT H & PEGGY E HANSEN
WD 4-30-96 443652

488.52
T-11806
T-7223
T-11691

534
T-12993

459
7059

WILSON ROAD

5410.31

T-26
T-361
T-362
T-3822
T-382
T-38
T-42
T-50
T-51
T-53
T-60
T-631
T-656
T-684
T-68
T-684
T-68
T-70

17371
436
DENNIS & KENEA
LEAVITT
WD 12-26-90 6-29-00
394982 491420

JECK
D REED
8 236624
97 454120