

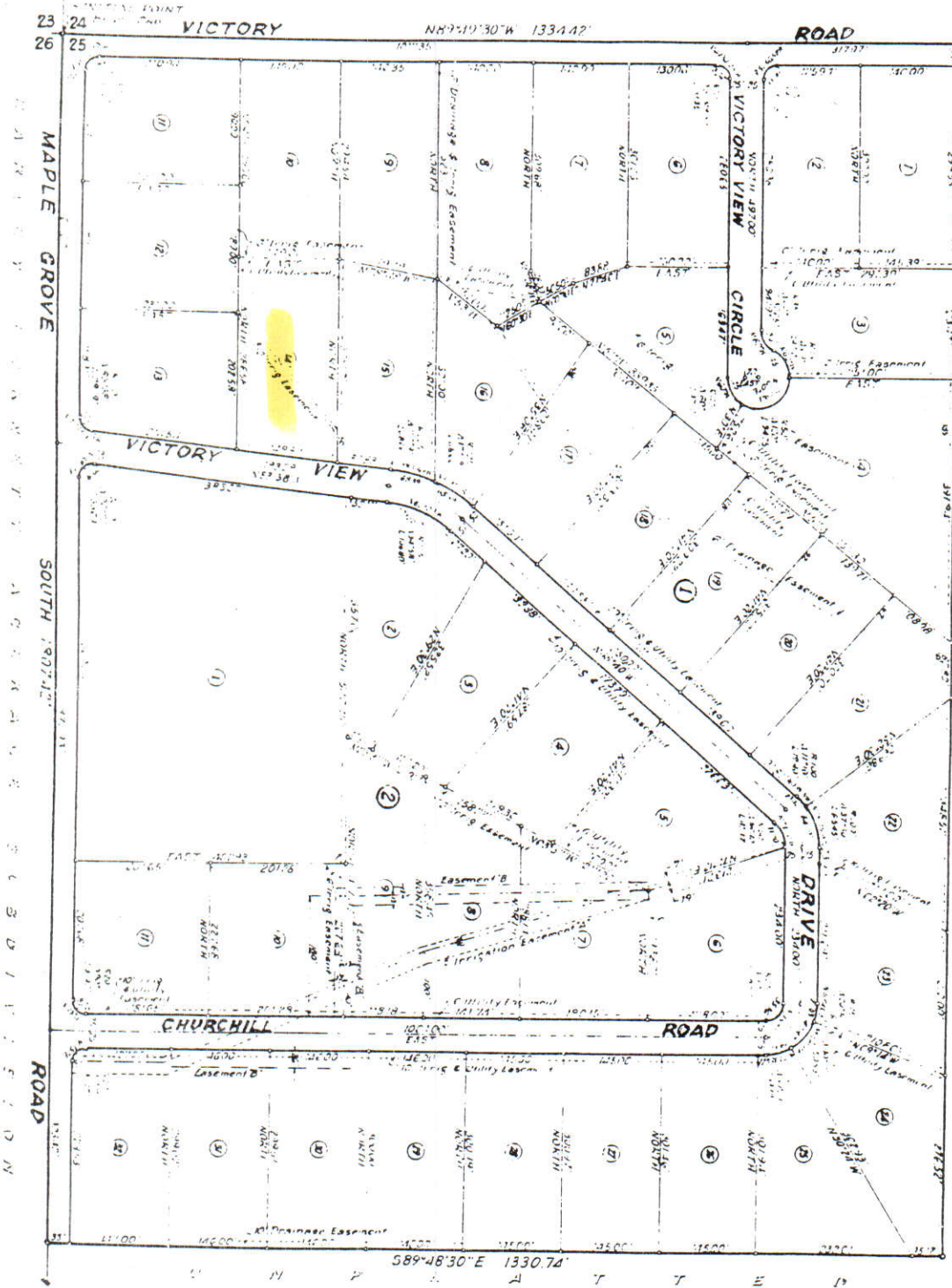
19/1288

# VICTORY VIEW ACRES

A PORTION OF THE **W2** OF THE **NW4** SECTION 25, T.3N., R.1E., B.M.  
ADA COUNTY, IDAHO.

While this map is a photographic reproduction of that on file in either the recorder's or surveyor's office, the Company assumes no liability for variation, if any, with another or re-survey.

*Legal verified by Geri at Ada County Assessors office.  
3.9.01  
Ket.*



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SEP 19 2001

# LAWYERS TITLE of IDAHO

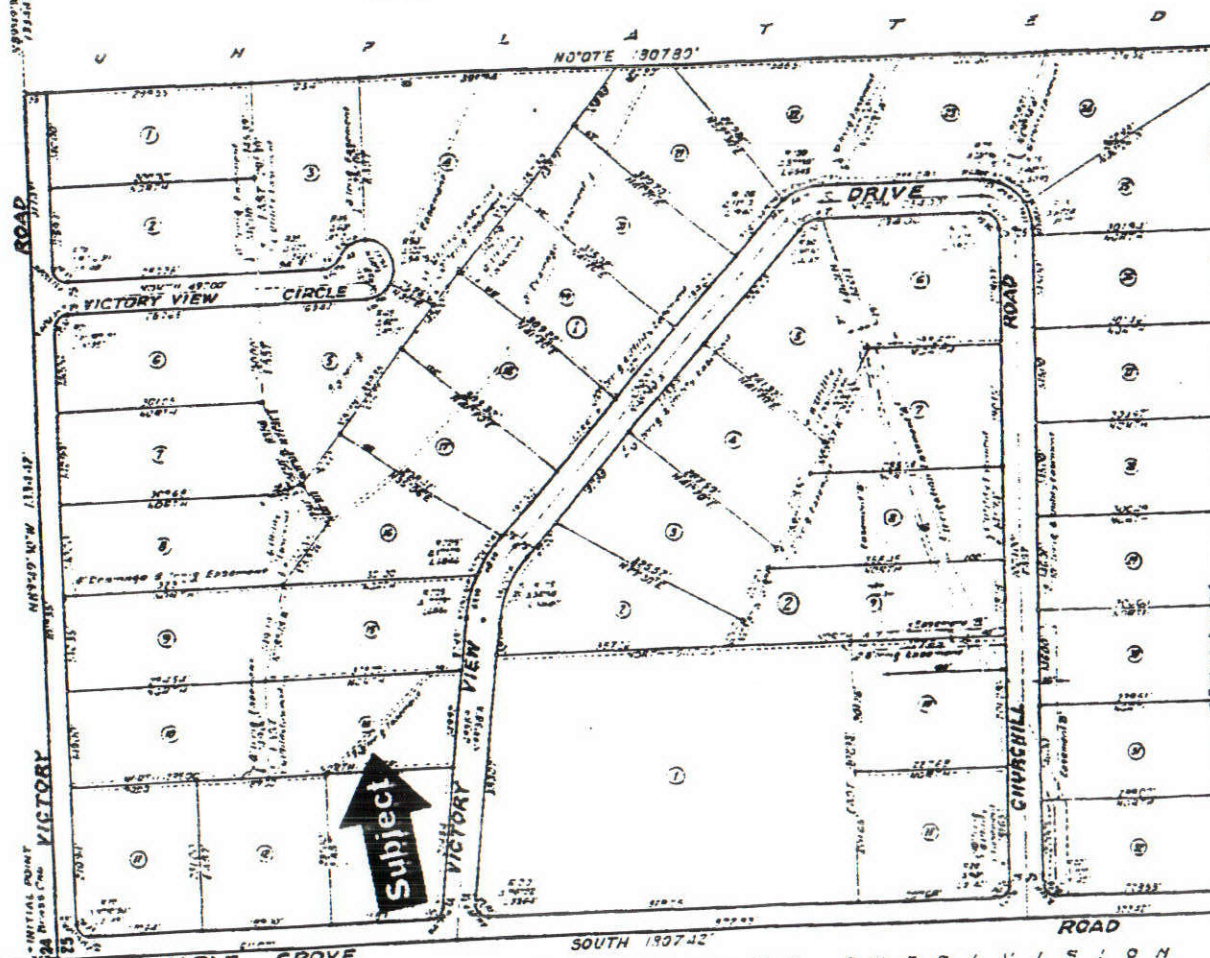
A PARTNERSHIP

4619 EMERALD  
P.O. BOX 9245  
PHONE 336-1054  
BOISE, IDAHO  
ZIP CODE 83704

1288

## VICTORY VIEW ACRES A PORTION OF THE W<sup>1</sup>/<sub>2</sub> OF THE NW<sup>1</sup>/<sub>4</sub> SECTION 25, T.3N., R.1E., B.M. ADA COUNTY, IDAHO.

HOFFMANN - FISKE - MILAR — CONSULTING ENGINEERS



- LEGEND —
- 1/2" Steel Bars 30" Long on Boundary Corners
  - 1/2" Steel Bars 24" Long on Lot Corners and Points of Curvature
  - ..... Easements for Drainage and Irrigation
  - ..... Easements for Public Utilities
  - ① S & L Number
  - ② L & S Number
- Existing Easement 30' herein designated shall not be abandoned, and Proposed Easement 30' herein designated, shall not be dedicated until an Exchange Easement Agreement shall be executed by the Government of the United States, care of the Bureau of Reclamation and the New York Inspection District, and the Surveyor, and recorded with the Ada County Recorder and the cross reference of said record be entered upon this plat.
- Exchange Easement Agreement Dated \_\_\_\_\_ '65
- Recorded under Instrument No. \_\_\_\_\_
- Book # \_\_\_\_\_ Page # \_\_\_\_\_

Notations covering this plat are recorded with the Ada County Records Office on the \_\_\_\_\_ day of \_\_\_\_\_ 1965, Instrument No. \_\_\_\_\_ in Book No. \_\_\_\_\_ at Page No. \_\_\_\_\_ in the Ada County Records.

SEP 19 2001  
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**STATE OF IDAHO**  
**IDAHO DEPARTMENT OF WATER RESOURCES**  
**NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP**

**RECEIVED**  
**NOV 19 1998**  
**WATER RESOURCES**  
**WESTERN REGION**

**RECEIVED**  
**DEC 08 1998**  
**WATER RESOURCES**  
**WESTERN REGION**

Please print or type. Attach pages with additional information. Instructions are on the back of this page.  
 Incomplete forms will be returned.

1. Water Right or Adjudication Claim No(s): 63 22633
2. The following **REQUIRED** information must be submitted with this form:
  - A. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**
  - AND**
  - B. **PLAT OF PROPERTY** or **SURVEY MAP** for parcel of ten acres or less. (These are usually attached to your deed or on file with the county.)
  - OR**
  - C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency **AERIAL PHOTO** with irrigated acres outlined and point(s) of diversion clearly marked.

3. Name and Address of Former Owner/Claimant \_\_\_\_\_

4. New Owner/Claimant(s) NICK HARRIGFIELD  
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or  
 New Mailing Address 3120 Victory View  
 City, State and ZIP Code Boise Idaho 83709  
 New Telephone Number (208) 345-5151 or 362-7789

5. Date you acquired the property MAY 14, 1998

6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.

Number of acres you irrigate \_\_\_\_\_ Number and type of stock \_\_\_\_\_

Diversion rate in CFS \_\_\_\_\_ Number of homes \_\_\_\_\_ Other uses \_\_\_\_\_

If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.

7. Signature of New Owner or Claimant(s) [Nick Harrigfield]

Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign this form.

8. For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him or her for all matters related to your claims.

**MICROFILMED**

## INSTRUCTIONS

This form has been prepared to assist new owners of property to comply with the requirements of Sections 42-248 and 42-1409(6), Idaho Code. Section 42-248 requires certain property holders to notify the Department of Water Resources (IDWR) of any change in mailing address or ownership of all or part of a water right record on file with IDWR. Section 42-1409(6) provides that new property owners must notify IDWR of any change in ownership of a water right during an adjudication of water rights. Required claims may be filed by a new owner.

Separate brochures are available from IDWR describing the adjudication of water rights and the requirement to notify IDWR of changes in ownership. Please contact your nearest IDWR office, or call 1-800-451-4129, if you would like more information or need help completing this form. Please attach additional sheets to the form if you require additional space to describe or explain any of the items on the form.

1. If there are water rights associated with the property, the seller should be able to provide you with the water right or adjudication claim number(s). Please enter these number(s) at **Item 1**. If you or the seller believes there are water rights for the property but the numbers are unknown, you may wish to contact IDWR for assistance in identifying the water rights for the property in question. If claims for the rights are required, and have not been filed, IDWR will so advise you.
2. The information described at **Item 2** is required, since IDWR cannot process the requested change without documentation of ownership. The preferred types of documentation are shown; contact IDWR if you have difficulty obtaining this information. Do not obtain a new survey for purposes of this form before contacting IDWR.
3. Please provide the name and address of the former owner of the water right and/or adjudication claim at **Item 3**.
4. The name, mailing address, and telephone number of the new owner(s) is entered at **Item 4**. Please indicate the relationship between multiple owners by using the connector 'and', 'or', or 'and/or'. If an 'and' is used, all parties must sign this form. If an 'and/or' or 'or' is used, all parties may sign. However, only one of the named parties is required to sign.
5. At **Item 5**, please provide the date the property in question was acquired. This may be the date of "closing" in the case of a real estate transaction or the date of court order for other types of ownership changes.
6. You may be purchasing only a portion of the total water right held by the seller. This means the water right held by the seller may be "split" to provide your share of the right in question. Be sure to include a description of the portion of the water right you have purchased at **Item 6**.  
  
Please provide as much detail as possible concerning your water right: include the number of homes, irrigated acreage if more than 1/2 acre is irrigated, type and number of stock if your right is for stockwater, etc. In the absence of information to the contrary, IDWR will assume the intent is to split the rights *proportionately*.
7. The new owner(s) must sign the form in the space(s) provided at **Item 7**. Corporations and other organizations must submit a list of directors or officers demonstrating the authority of the director or officer to sign the form.
8. There is no filing fee. When complete, you should retain a copy and return the original of the form to the IDWR office nearest you:

**IDWR Western Region**  
2735 Airport Way  
Boise, ID 83705-5082  
(208) 334-2190

**IDWR Southern Region**  
1341 Fillmore St., Suite 200  
Twin Falls, ID 83301-3380  
(208) 736-3033

**IDWR Northern Region**  
1910 Northwest Blvd., Suite 210  
Coeur d'Alene, ID 83814-2615  
(208) 769-1450

**IDWR Eastern Region**  
900 N. Skyline Dr., Suite A  
Idaho Falls, ID 83402-1718  
(208) 525-7161

THIS FORM FURNISHED COURTESY OF:

**ALLIANCE TITLE &  
ESCROW CORP.**

READ & APPROVED BY GRANTEE(S):

SPACE ABOVE THIS LINE FOR RECORDING DATA

(0070)

Order No.: 98074225 JG/JC

**WARRANTY DEED**

FOR VALUE RECEIVED DEWEY F. WORTH AND FRANCES E. WORTH, husband and wife

GRANTOR(S), does(do) hereby GRANT, BARGAIN, SELL and CONVEY unto E. NICHOLAS HARRIGFIELD, AN UNMARRIED MAN

GRANTEE(S), whose current address is: 3120 S. VICTORY VIEW DR., BOISE, ID 83709  
the following described real property in ADA County, State of Idaho, more particularly described as follows, to wit:

Lot 14 in Block 1 of VICTORY VIEW ACRES, according to the Official Plat thereof, filed in Book 19 of Plats at Page(s) 1288, records of Ada County, Idaho.

ADA COUNTY RECORDER  
J. DAVID NAVARRO  
BOISE, IDAHO

1998 MY 15 PM 4: 31

RECORDED - REQUEST OF

FEE <sup>1.00</sup> DEPUTY *[Signature]*

98046949

**ALLIANCE TITLE**

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantee(s) heirs and assigns forever. And the said Grantor(s) does(do) hereby covenant to and with the said Grantee(s), that Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: May 13, 1998

*[Signature: Dewey F. Worth]*  
DEWEY F. WORTH

*[Signature: Frances E. Worth]*  
FRANCES E. WORTH

STATE OF IDAHO, COUNTY OF ADA, ss

I, J. David Navarro, Recorder for Ada County, do hereby certify that the Attached is a full true and correct copy of Inst. No. 9804 6949  
as it appears on record in Book \_\_\_\_\_ of \_\_\_\_\_

at Page \_\_\_\_\_, Records of Ada County, State of Idaho  
IN WITNESS WHEREOF, I have set my hand and affixed my official seal this  
3rd day of December, 19 98

J. DAVID NAVARRO, Recorder

By *[Signature: L. Williams]* Deputy

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SEP 19 2001

STATE OF FLORIDA  
COUNTY OF ~~SEAN~~

On this 14<sup>th</sup> day of May, in the year of 1978, before me, the undersigned, a Notary Public in and for said State, personally appeared DENEY F. WORTH AND FRANCES E. WORTH

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.

Signature: Leslie Johnson

Name: Leslie Johnson

Residing at: 3900 Commonwealth Blvd  
Tallahassee, FL

My Commission Expires: 10/22/2001



Leslie J. Johnson  
MY COMMISSION # CC690507 EXPIRES  
October 22, 2001  
BUNDLED WITH RECYCLING INSURANCE, INC.

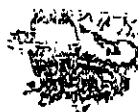
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SEP 19 2001

JAN-17-2000 MON 10:23 AM

FAX NO.

P. 02



PIONEER TITLE COMPANY  
OF ADA COUNTY

821 West State Street / Boise, Idaho 83702-5836 / Telephone (208) 336-6700

IDEA TITLE CO.

52 DEC 14 PM 1 55

1490001127

P-116610B1CV

**WARRANTY DEED**  
(INDIVIDUAL)

FOR VALUE RECEIVED JAMES L. LOOMIS and ANNETA K. LOOMIS, husband and wife

Grantors do hereby grant, bargain, sell and convey unto DEWEY F. WORTH and FRANCES E. WORTH, husband and wife

the Grantee s, whose current address is: 3120 Victory View Drive, Boise, ID 83709  
the following described real property in Ada County, State of Idaho, more particularly described as follows, to-wit:  
Lot 14 in Block 1 of VICTORY VIEW ACRES, according to the plat thereof, filed in Book 19 of Plats at Page 1233, records of Ada County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee s, and Grantee s heirs and assigns forever. And the said Grantor s do hereby covenant to and with the said Grantees, the Grantors are the owner s in fee simple of said premises; that said premises are free from all encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee s; and subject to reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, (includes irrigation and utility assessments, (if any) for the current year, which are not yet due and payable, and that Grantors will warrant and defend the same from all lawful claims whatsoever.

Dated: December 14, 1992

James L. Loomis

Annetta K. Loomis

STATE OF Idaho

County of Ada

On this 14 day of December, in the year of 1992, before me, Lynn P. Basura

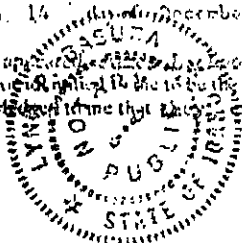
, a notary public, per-

sonally appeared James L. Loomis and Annetta K. Loomis

known to me to be the persons whose names are

subscribed to the within instrument, and

acknowledged to me that they executed the same.



Notary Public  
Residing at Meridian  
My Commission Expires 12/30/93

MICROFILMED

SEP 19 2001

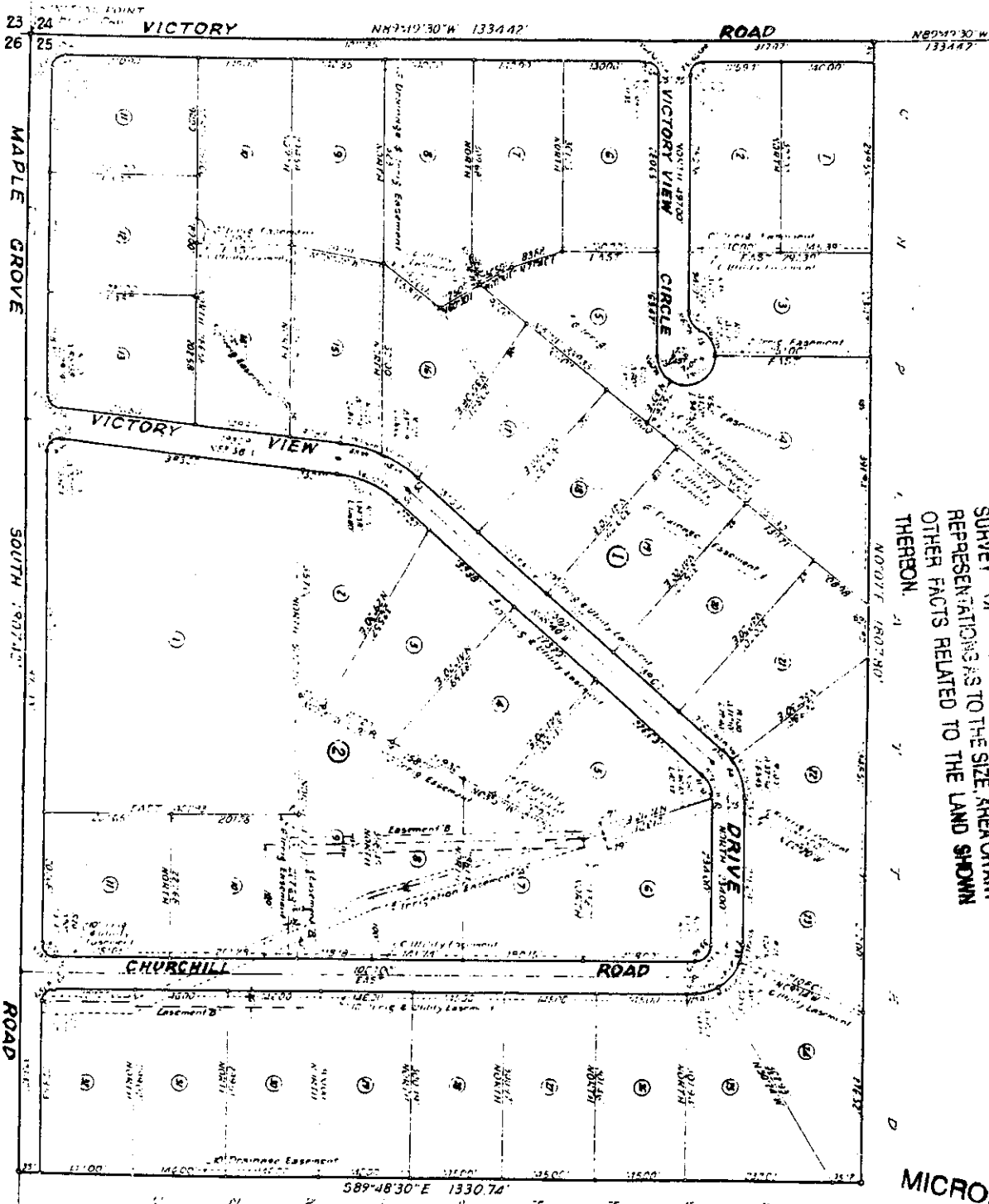
19/1288

# VICTORY VIEW ACRES

A PORTION OF THE [REDACTED] OF THE [REDACTED] B.M.  
ADA COUNTY, IDAHO.

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*Legal verified by Jerri at Ada County Assessors office*  
*3.9.01*  
*Ket.*



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MICROFILMED  
SEP 19 2001

When recorded mail to:  
MERIT MORTGAGE CORP.  
4205 WEST EMERALD  
BOISE, IDAHO 83706

Title Order No.: 98074225  
LOAN #: 603073859  
Escrow No.: 98074225

[Space Above This Line For Recording Data]

## DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on MAY 14, 1998.  
E. NICHOLAS HARRIGFELD, AN UNMARRIED MAN

The grantor is

("Borrower").

The trustee is ALLIANCE TITLE & ESCROW CORP.

("Trustee").

The beneficiary is MERIT MORTGAGE CORP., A IDAHO CORPORATION

which is organized and

existing under the laws of THE STATE OF IDAHO  
and whose address is 4205 WEST EMERALD, BOISE, IDAHO 83706

("Lender").

Borrower owes Lender the principal sum of NINETY FIVE THOUSAND AND NO/100\*\*\*\*\*  
\*\*\*\*\*Dollars  
(U.S. \$95,000.00). 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  
JUNE 1, 2028.

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 ADA County, Idaho:  
LOT 14 IN BLOCK 1 OF VICTORY VIEW ACRES, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED  
IN BOOK 19 OF PLATS AT PAGE(S) 1288, RECORDS OF ADA COUNTY, IDAHO.

AP #: R-9024900070

which has the address of 3120 VICTORY VIEW DRIVE, BOISE

[Street, City],

Idaho 83709 ("Property Address");  
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and  
fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All  
of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized 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.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating

circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. **Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. **Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from the Borrower shall be refunded to the Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

21. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold, and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by applicable law to Borrower and to other persons prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee

LOAN #: 603073859

shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

22. **Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

23. **Substitute Trustee.** Lender may, for any reason or cause, from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

24. **Area and Location of Property.** Either the Property is not more than forty acres in area or the Property is located within an incorporated city or village.

25. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

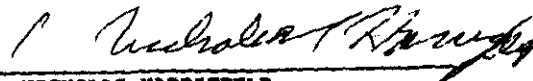
(Check applicable box(es))

- ☐ Adjustable Rate Rider  
☐ Graduated Payment Rider  
☐ Balloon Rider  
☐ V.A. Rider

- ☐ Condominium Rider  
☐ Planned Unit Development Rider  
☐ Rate Improvement Rider  
☐ Other(s) [specify]

- ☐ 1-4 Family Rider  
☐ Biweekly Payment Rider  
☐ Second Home Rider

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.  
Witnesses:

  
E. NICHOLAS HARRIGFELD

STATE OF IDAHO,

County of:

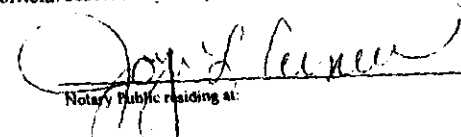
On this \_\_\_\_\_ day of \_\_\_\_\_ before me, \_\_\_\_\_  
a Notary Public in and for said county and state, personally appeared \_\_\_\_\_

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

MICROFILMED

SEP 19 2001

  
Notary Public residing at:

4619 EMERALD  
P.O. BOX 9245  
PHONE 338-1064  
BOISE, IDAHO  
ZIP CODE 83704

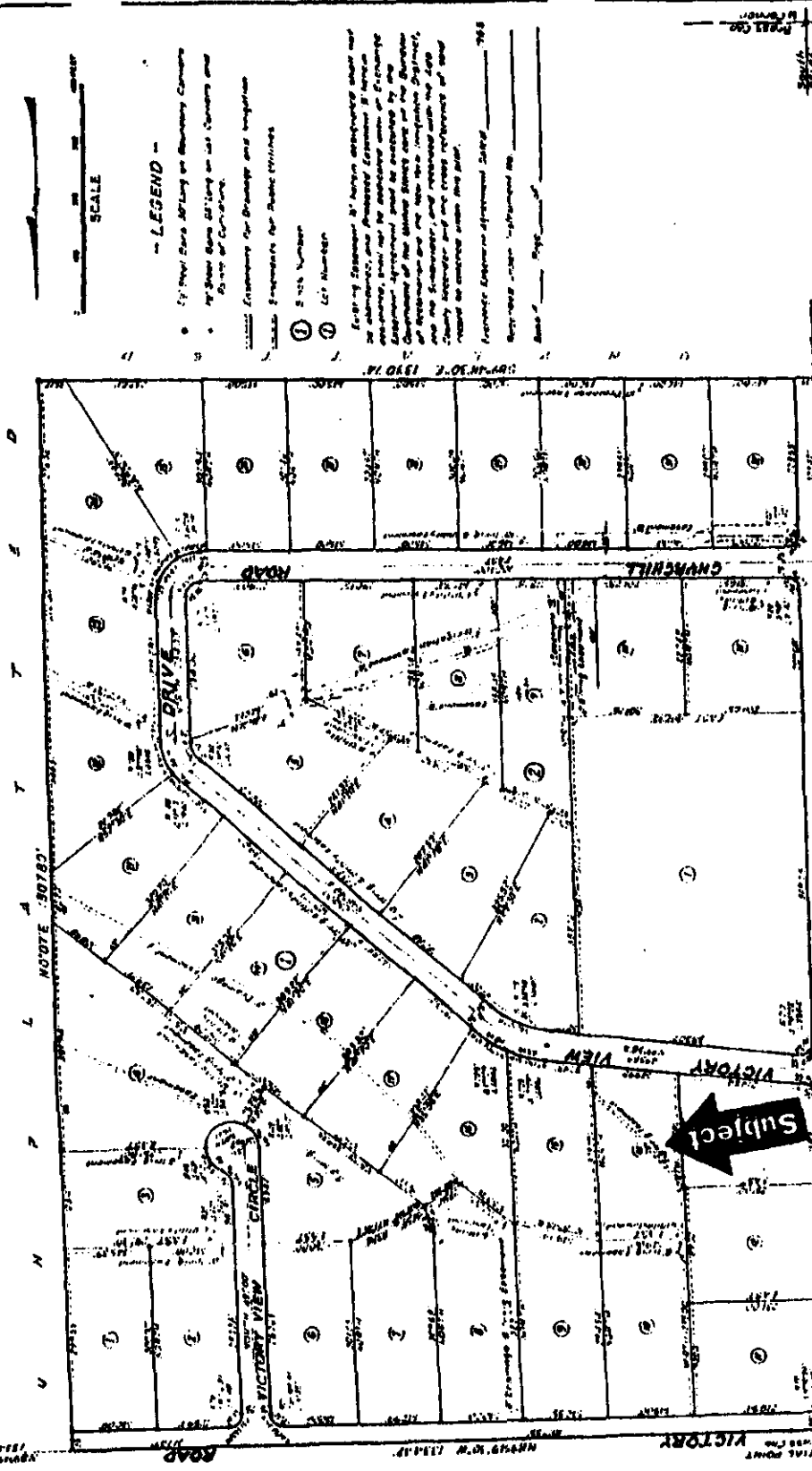
# LAWYERS TITLE OF IDAHO

A PARTNERSHIP

## VICTORY VIEW ACRES

A PORTION OF THE NW 1/4 SECTION 25, T.3N., R.1E., B.M.  
ADA COUNTY, IDAHO.

HOFFMANN - FISKE - MILAR CONSULTING ENGINEERS



MAPLE GROVE ROAD  
NORTH 1907.42  
SOUTH 1907.42  
SUBDIVISION

NOTES: 1. This map was prepared by the undersigned in accordance with the provisions of the Idaho Subdivision Map Act, Chapter 15, Idaho Statutes, and the rules and regulations of the Idaho State Board of Equalization, and the undersigned certifies that the same are correct and true to the best of his knowledge and belief.

MICROFILMED

SEP 19 2001

# SRBA

## PARTIAL DECREE 63-22633

Issued on 03-31-2000.

*This is not an official copy.*

Contact IDWR or the Court for a Certified Copy.

Choose Landscape Orientation when printing.

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|                     |                                                         |                |                   |
|---------------------|---------------------------------------------------------|----------------|-------------------|
| NAME AND ADDRESS:   | ANNETA K LOOMIS                                         |                |                   |
|                     | JAMES L LOOMIS                                          |                |                   |
|                     | 3120 VICTORY VIEW DR                                    |                |                   |
|                     | BOISE, ID 83709                                         |                |                   |
| SOURCE:             | GROUNDWATER                                             |                |                   |
| QUANTITY:           | 0.04 CFS                                                |                |                   |
|                     | THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED |                |                   |
|                     | GALLONS PER DAY.                                        |                |                   |
| PRIORITY DATE:      | 05/15/1971                                              |                |                   |
| POINT OF DIVERSION: | T03N R01E S25                                           | NWNWNW         | Within Ada County |
| PURPOSE AND         |                                                         |                |                   |
| PERIOD OF USE:      | PURPOSE OF USE                                          | PERIOD OF USE  | QUANTITY          |
|                     | Domestic 1 HOME                                         | 01-01 TO 12-31 | 0.04              |
| PLACE OF USE:       | Domestic                                                |                | Within Ada Co     |
|                     | T03N R01E S25                                           | NWNW           |                   |

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS N  
DETERMINATION OF HISTORICAL BENEFICIAL USE.

THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIO  
NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFI  
ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY  
DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN T  
ENTRY OF A FINAL UNIFIED DECREE. I.C. SECTION 42-1412(6).

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Return to SRBA Home Page

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MICROFILMED  
SEP 19 2001



**State of Idaho**

**DEPARTMENT OF WATER RESOURCES**

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098

Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: [www.idwr.state.id.us](http://www.idwr.state.id.us)

**DIRK KEMPTHORNE**  
Governor

**KARL J. DREHER**  
Director

August 17, 2001

NICK HARRIGFELD  
3120 VICTORY VIEW  
BOISE ID 83709

RE: Change of Ownership for Water Right 63-22633

Dear Water Right Holder(s):

The department acknowledges receipt of your Notice of Change of Water Right Ownership for the above referenced water right. The department has modified its records to reflect the change and enclosed is a computer-generated report for your records.

Please note that as of July 1, 1996, water right owners are required to report any change of ownership, or change of mailing address to the department. Notice of the change must be provided to the department within 120 days of the change. Change reporting forms are available from any office of the department.

Please feel free to contact this office if you have any questions regarding this matter.

Sincerely,

for

Jeff Peppersack, Manager  
Water Right Permits Section

JP/dg  
Enclosure

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SEP 19 2001