

JCL/ced

STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

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

RECEIVED
AUG 14 1998
Department of Water Resources
Southern Region

RECEIVED

SEP 15 1998

DEPARTMENT OF WATER RESOURCES

1. Water Right No(s).: 45-10897
- X Adjudication Claim No(s).: _____
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 THOMAS L & DEANN BELL
unknown
4. New Owner/Claimant(s) Richard Lee or Nancy Williams
Name Connector (Check one): ☐ and, ☐ or, ☒ and/or
New Mailing Address 41 Pine Ave
City, State and ZIP Code Burley, Id 83318
New Telephone Number (208) 678-3329
5. Date you acquired the property 04-01-95
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) Richard L. Williams
Nancy A. Williams
(Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign 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

7-11-98 (1000)

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

QUITCLAIM DEED

28743

252103

For Value Received

NANCY ANN WILLIAMS

Hereinafter called the grantor, hereby remises, releases, and forever Quitclaims unto

NANCY ANN WILLIAMS and RICHARD WILLIAMS, wife and husband
ADDRESS: 41 Pine Avenue, Burley, ID 83318

Hereinafter called the grantee, the following described premises, in Cassia County, Idaho to-wit:

PARCEL NO. 1:

**TOWNSHIP 10 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO**

Section 29: Part of the SE $\frac{1}{4}$ NW $\frac{1}{4}$, more particularly described as follows:

**Beginning at the Northeast corner of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 29;
Thence South 0°13' West along the quarter section line for 657.70 feet
to a point which shall be the True Point of Beginning;
Thence continuing South 0°13' West along the quarter Section line for
119.52 feet to a point;
Thence South 89°40' West for 329.5 feet to a point;
Thence North 0°07' East for 119.52 feet to a point;
Thence North 89°40' East for 329.5 feet to the True Point of Beginning.**

Parcel 2: SEE ATTACHED EXHIBIT "A"

TO HAVE AND TO HOLD the said premises, with their appurtenances unto said Grantee, and the grantee's heirs and assigns forever.

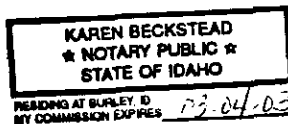
Dated: August 14, 1997

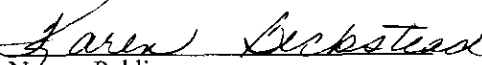

NANCY ANN WILLIAMS

COPY

STATE OF IDAHO)
) ss.
COUNTY OF CASSIA)

On this 14 day of August, 1997, before me, the undersigned, a Notary Public in and for said State, personally appeared Nancy Ann Williams, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.




Notary Public
Residing at: Burley
My Commission expires:

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AUG 22 2000

EXHIBIT "A"

PARCEL NO. 2:

TOWNSHIP 10 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 29: Part of the SE $\frac{1}{4}$ NW $\frac{1}{4}$, more particularly described as follows:

Beginning at the Northeast corner of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of said
Section 29, thence South 0°13' West along the quarter section line for
777.22 feet to a point which shall be the True Point of Beginning;
Thence continuing South 0°13' West along the quarter section line for
132.48 feet to a point;
Thence South 89°40' West for 329.5 feet to a point;
Thence North 0°07' East for 132.48 feet to a point;
Thence North 89°40' East for 329.5 feet to the True Point of Beginning.

RECORDED AT THE REQUEST OF
LAND TITLE & ESCROW
FILM 243
1997 NOV 12 P 4:01
CASSIA COUNTY, IDAHO
NELL M. ROSKELLEY
RECORDER
600 DEPUTY *[Signature]*
252103

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NOV 22 2000

ISSUED BY



Commonwealth.
Land Title Insurance Company

POLICY NUMBER

207-160731

OWNER'S POLICY OF TITLE INSURANCE

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, COMMONWEALTH LAND TITLE INSURANCE COMPANY, a Pennsylvania corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

IN WITNESS WHEREOF, COMMONWEALTH LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Policy to become valid when countersigned by an authorized officer or agent of the Company.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Attest:

James J. D. Lynch Jr.
Secretary



By:

[Signature]
President

COPY

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
(a) created, suffered, assumed or agreed to by the insured claimant;
(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
(c) resulting in no loss or damage to the insured claimant;
(d) attaching or created subsequent to Date of Policy; or
(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the Insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
(a) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
(b) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
(i) to timely record the instrument of transfer; or
(ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

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1. DEFINITION OF TERMS.

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a) (iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

(g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE.

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE.

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgement of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of the Company under this policy as to that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY.

In case of a claim under this policy, the Company shall have the following options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

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COMMONWEALTH LAND TITLE INSURANCE COMPANY

OWNERS POLICY

SCHEDULE A

FILE NO.	POLICY NO.	DATE OF POLICY	AMOUNT	PREMIUM
25866	207-160731	March 31, 1995 at 5:00 P.M.	\$57,000.00	\$404.50

1. Name of Insured:

NANCY LUCAS

2. The estate or interest in the land which is covered by this Policy is:

FEE SIMPLE

3. Title to the estate or interest in the land is vested in:

NANCY LUCAS,
an unmarried person

COPY

4. The land referred to in this Policy in said instrument, is situated in the County of CASSIA, State of Idaho, and is identified as follows:

SEE SCHEDULE A, PAGE 2

LAND TITLE AND ESCROW, INC.

Countersigned: Eric Davis MICROFILMED
Authorized Officer or Agent

This Policy is valid only if Schedule B is attached. AUG 22 2005

CONTINUATION

SCHEDULE A

Policy Number: 207-160731

PARCEL NO. 1:

TOWNSHIP 10 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 29: Part of the SE $\frac{1}{4}$ NW $\frac{1}{4}$, more particularly described as follows:

Beginning at the Northeast corner of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 29;
Thence South 0°13' West along the quarter section line for 657.70 feet
to a point which shall be the True Point of Beginning;
Thence continuing South 0°13' West along the quarter Section line for
119.52 feet to a point;
Thence South 89°40' West for 329.5 feet to a point;
Thence North 0°07' East for 119.52 feet to a point;
Thence North 89°40' East for 329.5 feet to the True Point of Beginning.

PARCEL NO. 2:

TOWNSHIP 10 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 29: Part of the SE $\frac{1}{4}$ NW $\frac{1}{4}$, more particularly described as follows:

Beginning at the Northeast corner of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of said
Section 29, thence South 0°13' West along the quarter section line for
777.22 feet to a point which shall be the True Point of Beginning;
Thence continuing South 0°13' West along the quarter section line for
132.48 feet to a point;
Thence South 89°40' West for 329.5 feet to a point;
Thence North 0°07' East for 132.48 feet to a point;
Thence North 89°40' East for 329.5 feet to the True Point of Beginning.

COPY

OWNERS POLICY

SCHEDULE B

EXCEPTIONS FROM COVERAGE

Policy Number: 207-160731

This Policy does not insure against loss or damage (and the Company will not pay costs, attorney's fees or expenses) which arise by reason of:

GENERAL (STANDARD) EXCEPTIONS:

1. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession, or claiming to be in possession, thereof.
2. Easements, liens, encumbrances, or claims thereof, which are not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey of the land would disclose, and which are not shown by the public records.
4. Any lien, or right to a lien, imposed by law for services, labor, or material heretofore or hereafter furnished, which lien, or right to a lien, is not shown by the public records.
5. Taxes or assessments which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
6. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity or garbage collection or disposal or other utilities unless shown as an existing lien by the public records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Indian treaty or aboriginal rights, including, but not limited to, easements or equitable servitudes; or, (d) water rights, claims or title to water, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public records.

SPECIAL EXCEPTIONS

8. Taxes for 1995 and subsequent years, a lien, but not yet due or payable.

-Continued-

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AUG 22 2000

CONTINUATION

SCHEDULE B

Policy Number: 207-160731

9. Assessments of the Burley Irrigation District and the rights and powers of said District as by law provided.
10. Reservation contained in Warranty Deed from C. Bruce Young & Dora D. Young, husband and wife, to K. Lloyd Hess & Nola Hess, husband and wife, dated April 18, 1973 and recorded April 20, 1973 as Instrument No. 69535 on Film No. 81, records of Cassia County, Idaho, which reads as follows: "Subject to a 25 foot road right-of-way along the entire West side of the property."
11. Power Line Easement from Thomas L. Bell and DeAnn Bell his wife, to Idaho Power Company, a corporation, dated April 6th, 1976 and recorded November 15, 1976 as Instrument No. 94351 on Film No. 105, records of Cassia County, Idaho. (Parcel No. 1)
12. Power Line Easement from DeAnn Bell and Thomas L. Bell to Idaho Power Company, a corporation, dated April 6, 1976 and recorded November 15, 1976 as Instrument No. 94352 on Film No. 105, records of Cassia County, Idaho. (Parcel No. 2)
13. Easement for ditch over East boundary of herein described property.
14. A Deed of Trust with Tax Exempt Financing Rider and Idaho Housing Recapture Notice attached to secure an indebtedness of \$56,953.00 and any other amounts as therein provided, and together with interest and any obligations secured thereby:

Recorded: March 31, 1995 as Instrument No. 235922 on Film No. 264, records of Cassia County, Idaho.

Dated: March 30, 1995

Grantor: Nancy Lucas, an unmarried person

Trustee: Land Title and Escrow, Inc.

Beneficiary: Bank of Eastern Idaho

ASSIGNED TO: Idaho Housing Agency by an Assignment of Deed of Trust from Bank of Eastern Idaho, dated March 31, 1995 and recorded March 31, 1995 as Instrument No. 235923 on Film No. 264, records of Cassia County, Idaho.

END OF SCHEDULE B

COPY

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AUG 22 2000

CONDITIONS AND STIPULATIONS

(Continued)

7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or,

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the Amount of Insurance stated in Schedule A at the Date of Policy is less than 80 percent of the value of the insured estate or interest or the full consideration paid for the land, whichever is less, or if subsequent to the Date of Policy an improvement is erected on the land which increases the value of the insured estate or interest by at least 20 percent over the Amount of Insurance stated in Schedule A, then this Policy is subject to the following:

(i) where no subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that the amount of insurance at Date of Policy bears to the total value of the insured estate or interest at Date of Policy; or

(ii) where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement.

The provisions of this paragraph shall not apply to costs, attorneys' fees and expenses for which the Company is liable under this policy, and shall only apply to that portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. APPORTIONMENT.

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. LIMITATION OF LIABILITY.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. LIABILITY NONCUMULATIVE

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. PAYMENT OF LOSS.

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. SUBROGATION UPON PAYMENT OR SETTLEMENT.

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Company's Rights Against Non-insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

14. ARBITRATION

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

16. SEVERABILITY.

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

17. NOTICES, WHERE SENT.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to Commonwealth Land Title Insurance Company, Eight Penn Center, Philadelphia, Pennsylvania 19103-2198.

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DEED OF TRUST

STATE OF IDAHO

FHA CASE NO.

121-1479680-703

THIS DEED OF TRUST ("Security Instrument") is made on
The grantor is Nancy Lucas, an unmarried person
The trustee is Land Title and Escrow, Inc.

March 30, 1995.
("Borrower").

("Trustee").

This beneficiary is

Bank of Eastern Idaho,

which is organized and existing under the laws of Idaho
and whose address is

399 North Capital Avenue
Idaho Falls, ID 83402

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

Fifty Six Thousand Nine Hundred Fifty Three and no/100

Dollars (U.S.\$56,953.00).

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 April 1, 2025. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 6 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 Cassia County Idaho:

See Attached Exhibit A

COPY

which has the address of

550 West 40 South
Burley, ID 83318

("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all 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."

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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.

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. Monthly Payments of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, an installment of any (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required by Paragraph 4.

Each monthly installment for items (a), (b) and (c) shall equal one-twelfth of the annual amounts, as reasonably estimated by Lender, plus an amount sufficient to maintain an additional balance of not more than one-sixth of the estimated amounts. The full annual amount for each item shall be accumulated by Lender within a period ending one month before an item would become delinquent. Lender shall hold the amounts collected in trust to pay items (a), (b) and (c) before they become delinquent.

If at any time the total of the payments held by Lender for items (a), (b), and (c), together with the future monthly payments for such items payable to Lender prior to the due dates of such items, exceeds by more than one-sixth the estimated amount of payments required to pay such items when due, and if payments on the Note are current, then Lender shall either refund the excess over one-sixth of the estimated payments or credit the excess over one-sixth of the estimated payments to subsequent payments by Borrower, at the option of Borrower. If the total of the payments made by Borrower for item (a), (b), or (c) is insufficient to pay the item when due, then Borrower shall pay to Lender any amount necessary to make up the deficiency on or before the date the item becomes due.

As used in this Security Instrument, "Secretary" means the Secretary of Housing and Urban Development or his or her designee. In any year in which the Lender must pay a mortgage insurance premium to the Secretary, each monthly payment shall also include either: (i) an installment of the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary. Each monthly installment of the mortgage insurance premium shall be in an amount sufficient to accumulate the full annual mortgage insurance premium with Lender one month prior to the date the full annual mortgage insurance premium is due to the Secretary, or if this Security Instrument is held by the Secretary, each monthly charge shall be in an amount equal to one-twelfth of one-half percent of the outstanding principal balance due on the Note.

If Borrower tenders to Lender the full payment of all sums secured by this Security Instrument, Borrower's account shall be credited with the balance remaining for all installments for items (a), (b) and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b) and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

FIRST, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

SECOND, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

THIRD, to interest due under the Note;

FOURTH, to amortization of the principal of the Note;

FIFTH, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in Paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in Paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. 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 the Secretary determines this requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lenders of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. 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 the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by Paragraph 2, or fails to perform any other 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, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

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Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

7. 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 place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in Paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in Paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) **Default.** Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent) by the Borrower, and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property, but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) **Mortgage Not Insured.** Borrower agrees that should this Security Instrument and the Note secured thereby not be eligible for insurance under the National Housing Act within from the date hereof, Lender may, at its option and notwithstanding anything in Paragraph 9, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to from the date hereof, declining to insure this Security Instrument and the Note secured thereby, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorney's fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of 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 successor 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 9(b). 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. 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 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.

14. 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.

15. Borrower's Copy. Borrower shall be given one conformed copy of this Security Instrument.

16. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender

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or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 16.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

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

17. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender 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 17, including, but not limited to, reasonable attorney's fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute 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 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.

18. 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.

19. 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.

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

Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants 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)].

☐ Condominium Rider

☐ Graduated Payment Rider

☐ Growing Equity Rider

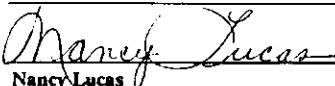
☐ Planned Unit Development Rider

☒ Other [Specify]

**Idaho Housing Agency Recapture Notice
and Tax Exempt Financing Rider**

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in pages 1 through 4 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:


Nancy Lucas

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

STATE OF IDAHO Cassia

County ss:

On this _____ day of _____, a Notary Public in and for said county and before me, _____, state, personally appeared Nancy Lucas, an unmarried person known or proved to me to be the person(s) who executed the foregoing instrument, and acknowledged to me that she 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

REQUEST FOR RECONVEYANCE

TO TRUSTEE:

The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

Date: _____

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EXHIBIT A

PARCEL NO. 1:

TOWNSHIP 10 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 29: Part of the SE¼NW¼, more particularly described as follows:

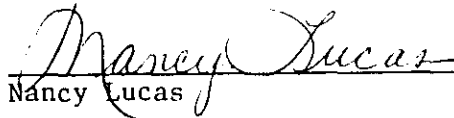
Beginning at the Northeast corner of the SE¼NW¼ of said Section 29;
Thence South 0°13' West along the quarter section line for 657.70 feet
to a point which shall be the True Point of Beginning;
Thence continuing South 0°13' West along the quarter Section line for
119.52 feet to a point;
Thence South 89°40' West for 329.5 feet to a point;
Thence North 0°07' East for 119.52 feet to a point;
Thence North 89°40' East for 329.5 feet to the True Point of Beginning.

PARCEL NO. 2:

TOWNSHIP 10 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 29: Part of the SE¼NW¼, more particularly described as follows:

Beginning at the Northeast corner of the SE¼NW¼ of said
Section 29, thence South 0°13' West along the quarter section line for
777.22 feet to a point which shall be the True Point of Beginning;
Thence continuing South 0°13' West along the quarter section line for
132.48 feet to a point;
Thence South 89°40' West for 329.5 feet to a point;
Thence North 0°07' East for 132.48 feet to a point;
Thence North 89°40' East for 329.5 feet to the True Point of Beginning.


Nancy Lucas

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SEP 22 2000

TAX EXEMPT FINANCING RIDER (ADDENDUM)
(To Deed of Trust)

IHA LOANS HAVE RESTRICTED ASSUMABILITY

THIS TAX EXEMPT FINANCING RIDER is made this 30th day of March, 1995
and is incorporated into and shall be deemed to amend and supplement the Deed of Trust ("Security Instrument")
of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to

Bank of Eastern Idaho

("Lender")

of the same date and covering the property (the "Property") described in the Security Instrument and located at:

550 West 40 South

Burley, ID 83318

(Property Address)

COPY

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant
and agree to amend paragraph 9 of the Model Mortgage Form, entitled "Grounds for Acceleration of Debt" by adding
additional grounds for acceleration as follows:

Lender, or each of its successors or assigns as may by separate instrument assume responsibility for assuring
compliance by the Borrower with the provisions of this Tax-Exempt Financing Rider, may require immediate
payment in full of all sums secured by this Security Instrument if:

(a) All or part of the Property is sold or otherwise transferred by Borrower to a purchaser or other
transferee:

(i) Who cannot reasonably be expected to occupy the Property as his/her principal residence within
a reasonable time after the sale or transfer, all as provided in Section 143(c) and (i)(2) of the Internal
Revenue Code; or

(ii) Who has had a present ownership interest in a principal residence during any part of the three-
year period ending on the date of the sale or transfer, all as provided in Section 143(d) and (i)(2)
of the Internal Revenue Code [except "100 percent" shall be substituted for "95 percent or more"
where the latter appears in Section 143(d)(1)]; or

(iii) At an acquisition cost which is greater than 90 percent of the average area purchase price
(greater than 110 percent for targeted area residences) all as provided in Section 143(e) and (i)(2)
of the Internal Revenue Code; or

(iv) Who has a gross family income in excess of the applicable percentage of applicable median
family income as provided in Section 143(f) and (i)(2) of the Internal Revenue Code; or

(b) Borrower fails to occupy the Property described in the Security Instrument without prior written
consent of Lender or its successors or assigns described at the beginning of this Tax Exempt Financing
Rider, or

(c) Borrower omits or misrepresents a fact that is material with respect to the provisions of Section
143 of the Internal Revenue Code in an application for the loan secured by this Security Instrument.

References are to the 1986 Internal Revenue Code as amended and in effect on the date of issuance of bonds,
the proceeds of which will be used to finance the purchase of the Security Instrument and are deemed to include
the implementing regulations.

2000

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions in this Tax-Exempt Financing Rider.

NOTICE TO BORROWER: IHA LOANS HAVE RESTRICTED ASSUMABILITY

Nancy Lucas
Borrower Nancy Lucas

Borrower

STATE OF IDAHO)
COUNTY OF _____) ss.

On the _____ day of _____, 19____, before me, a Notary Public in and for said State,
personally appeared _____, known or identified to me to be
the person(s) whose name(s) is / are subscribed to the within instrument and that he executed the
same.

(SEAL)

NOTARY PUBLIC For Idaho

Residing at _____ therein.

My Commission Expires _____

After recording, mail to: _____

MICROFILMED

APR 22 1988

IDAHO HOUSING AGENCY
RECAPTURE NOTICE

(To be provided to applicant at time of closing)

NOTICE : This
notice must be delivered to and signed by the
mortgagor(s) at the time of the loan closing.

IDAHO HOUSING AGENCY
Single Family Mortgage BondsTo: Mortgagor(s) Nancy Lucas, an unmarried personSUMMARY

Your mortgage loan (the "Mortgage Loan") is provided through funds made available by the Idaho Housing Agency (the "Agency"). The Agency obtained these funds by issuing tax-exempt bonds (the "Bonds").

By entering into your Mortgage Loan you have agreed to pay it according to its terms. You may incur an additional tax liability only if you sell the home you bought using the mortgage loan (the "Residence") within nine (9) years after the date of the mortgage loan is closed (the "Closing Date") and have a gain on the sale of your Residence. If you have a gain from the sale of your Residence, your Maximum Recapture, as defined in the Recapture Summary given to you at the time of loan application, will be 50% of such gain and will not exceed 6.25% times the original principal amount of your Mortgage Loan (the federally subsidized amount). Such liability may be further reduced as described in the Recapture Summary. The Recapture Summary refers to possible future reduction of the Maximum Recapture amount based in part upon certain Adjusted Income Limits in effect on the Closing Date of your Mortgage Loan. The "Adjusted Income Limits" in effect on the Closing Date of your Mortgage Loan as disclosed on the next page.

This Recapture Notice is provided by the Agency pursuant to Section 143(m) (7) of the Code. Please acknowledge that you have received and have read this Recapture Notice by signing in the space(s) provided below.

IDAHO HOUSING AGENCY

ACKNOWLEDGED:

Nancy Lucas
Borrower (Mortgagor) Nancy Lucas

Date

Borrower (Mortgagor)

Date

State of Idaho)
) ss.
County of)

On this _____ day of _____, 19____, before , the undersigned, a Notary Public, in and for said State, personally appeared _____, known to me to be the person(s) whose name is (are) subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal the day and year first above written.

(SEAL)

Notary Public for State of Idaho
Residing at _____, Idaho
(Commission Expires _____)

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RECORDING DATA

JUN 22 2008

"Adjusted Qualifying Income" is the amount shown in the appropriate table opposite the year in which the sale or transfer occurs for the County where the Residence is located. You should use the table for the number of persons in your family at the time of the sale or transfer of the Residence.

APPLICABLE TO ADA COUNTY:		
YEAR	ONE OR TWO PERSON FAMILY	THREE OR MORE PERSON FAMILY
Year 1	\$41,300	\$47,495
Year 2	43,365	49,869
Year 3	45,533	52,362
Year 4	47,809	54,980
Year 5	50,199	57,729
Year 6	52,708	60,615
Year 7	55,343	63,645
Year 8	58,110	66,827
Year 9	61,015	70,168

APPLICABLE TO BANNOCK COUNTY:		
YEAR	ONE OR TWO PERSON FAMILY	THREE OR MORE PERSON FAMILY
Year 1	\$36,800	\$42,320
Year 2	38,640	44,436
Year 3	40,572	46,657
Year 4	42,600	48,989
Year 5	44,730	51,438
Year 6	46,966	54,009
Year 7	49,314	56,709
Year 8	51,779	59,544
Year 9	54,367	62,521

APPLICABLE TO BLAINE COUNTY:		
YEAR	ONE OR TWO PERSON FAMILY	THREE OR MORE PERSON FAMILY
Year 1	\$46,700	\$53,705
Year 2	49,035	56,390
Year 3	51,486	59,209
Year 4	54,060	62,169
Year 5	56,763	65,277
Year 6	59,601	68,540
Year 7	62,581	71,967
Year 8	65,710	75,565
Year 9	68,995	79,343

APPLICABLE TO BOISE COUNTY:		
YEAR	ONE OR TWO PERSON FAMILY	THREE OR MORE PERSON FAMILY
Year 1	\$42,720	\$49,840
Year 2	44,856	52,332
Year 3	47,098	54,948
Year 4	49,452	57,695
Year 5	51,924	60,579
Year 6	54,520	63,607
Year 7	57,246	66,787
Year 8	60,108	70,126
Year 9	63,113	73,632

APPLICABLE TO BONNEVILLE COUNTY:		
YEAR	ONE OR TWO PERSON FAMILY	THREE OR MORE PERSON FAMILY
Year 1	\$41,900	\$48,185
Year 2	43,995	50,594
Year 3	46,194	53,123
Year 4	48,503	55,779
Year 5	50,928	58,567
Year 6	53,474	61,495
Year 7	56,147	64,569
Year 8	58,954	67,797
Year 9	61,901	71,186

APPLICABLE TO BUTTE COUNTY:		
YEAR	ONE OR TWO PERSON FAMILY	THREE OR MORE PERSON FAMILY
Year 1	\$35,000	\$40,250
Year 2	36,750	42,262
Year 3	38,587	44,375
Year 4	40,516	46,593
Year 5	42,541	48,922
Year 6	44,668	51,368
Year 7	46,901	53,936
Year 8	49,246	56,632
Year 9	51,708	59,463

APPLICABLE TO CARIBOU COUNTY:		
YEAR	ONE OR TWO PERSON FAMILY	THREE OR MORE PERSON FAMILY
Year 1	\$41,100	\$47,265
Year 2	43,155	49,628
Year 3	45,312	52,109
Year 4	47,577	54,714
Year 5	49,955	57,449
Year 6	52,452	60,321
Year 7	55,074	63,337
Year 8	57,827	66,503
Year 9	60,718	69,828

APPLICABLE TO CLARK COUNTY:		
YEAR	ONE OR TWO PERSON FAMILY	THREE OR MORE PERSON FAMILY
Year 1	\$42,720	\$49,840
Year 2	44,856	52,332
Year 3	47,098	54,948
Year 4	49,452	57,695
Year 5	51,924	60,579
Year 6	54,520	63,607
Year 7	57,246	66,787
Year 8	60,108	70,126
Year 9	63,113	73,632

APPLICABLE TO THE FOLLOWING COUNTIES:		
KOOTENAI		
YEAR	ONE OR TWO PERSON FAMILY	THREE OR MORE PERSON FAMILY
Year 1	\$42,840	\$49,980
Year 2	44,982	52,479
Year 3	47,231	55,102
Year 4	49,592	57,857
Year 5	52,071	60,749
Year 6	54,674	63,786
Year 7	57,407	66,975
Year 8	60,277	70,323
Year 9	63,290	73,839

APPLICABLE TO LATAH COUNTY:		
YEAR	ONE OR TWO PERSON FAMILY	THREE OR MORE PERSON FAMILY
Year 1	\$36,900	\$42,435
Year 2	38,745	44,556
Year 3	40,682	46,783
Year 4	42,716	49,122
Year 5	44,851	51,578
Year 6	47,093	54,156
Year 7	49,447	56,863
Year 8	51,919	59,706
Year 9	54,514	62,691

APPLICABLE TO NEZ PERCE COUNTY:		
YEAR	ONE OR TWO PERSON FAMILY	THREE OR MORE PERSON FAMILY
Year 1	\$36,500	\$41,975
Year 2	38,325	44,073
Year 3	40,241	46,276
Year 4	42,253	48,589
Year 5	44,365	51,018
Year 6	46,583	53,568
Year 7	48,912	56,246
Year 8	51,357	59,058
Year 9	53,924	62,010

APPLICABLE TO THE FOLLOWING COUNTIES:		
CAMEL, ELMORE, FRANKLIN, MINNEAPOLIS, POWER, TWIN FALLS, VALLEY		
YEAR	ONE OR TWO PERSON FAMILY	THREE OR MORE PERSON FAMILY
Year 1	\$34,900	\$40,135
Year 2	36,645	42,141
Year 3	38,477	44,248
Year 4	40,400	46,460
Year 5	42,420	48,783
Year 6	44,541	51,222
Year 7	46,768	53,783
Year 8	49,106	56,472
Year 9	51,561	59,295

APPLICABLE TO THE FOLLOWING COUNTIES:		
ADAMS, BEAR LAKE, BENEWAH, BINGHAM, BONNER, BOUNDARY, CASSIA, CLEARWATER, CUSTER, GEM, GOODING, IDAHO, JEFFERSON, JEROME, LEMHI, LEWIS, LINCOLN, ONEIDA, Owyhee, PAYETTE, SHOSHONE, TETON, WASHINGTON		
YEAR	ONE OR TWO PERSON FAMILY	THREE OR MORE PERSON FAMILY
Year 1	\$41,880	\$48,860
Year 2	43,974	51,303
Year 3	46,172	53,868
Year 4	48,480	56,561
Year 5	50,904	59,389
Year 6	53,449	62,358
Year 7	56,121	65,475
Year 8	58,927	68,748
Year 9	61,873	72,185

APPLICABLE TO CANYON COUNTY:		
YEAR	ONE OR TWO PERSON FAMILY	THREE OR MORE PERSON FAMILY
Year 1	\$40,560	\$57,820
Year 2	52,038	60,711
Year 3	54,639	63,746
Year 4	57,170	66,933
Year 5	60,238	70,279
Year 6	63,249	73,792
Year 7	66,411	77,481
Year 8	69,731	81,355
Year 9	73,217	85,422

REPRODUCED

2000

FHA MULTI-STATE NOTE

March 30, 1995

550 West 40 South
Burley, ID 83318
(Property Address)

1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means
Bank of Eastern Idaho

and its successors and assigns.

2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of **Fifty Six Thousand Nine Hundred Fifty Three and no/100** Dollars (U.S. \$56,953.00), plus interest, to the order of the Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of **Six and 91/100 percent (6.910%)** per year until the full amount of principal has been paid.

3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." That Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

4. MANNER OF PAYMENT**(A) Time**

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on **May 1, 1995**. Any principal and interest remaining on the first day of **April, 2025**, will be due on that date, which is called the maturity date.

(B) Place

Payment shall be made at

**Bank of Eastern Idaho
399 North Capital Avenue
Idaho Falls, ID 83402**

or at such other place as Lender may designate in writing by notice to Borrower.

(C) Amount

Each monthly payment of principal and interest will be in the amount of **\$375.47**. This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

(D) Allonge to this note for payment adjustments

If an allonge providing for payment adjustments is executed by Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note. [Check applicable box.]

☐ Growth Equity Allonge

☐ Graduated Payment Allonge

☒ Other [specify]

5. BORROWER'S RIGHT TO PREPAY

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month.

6. BORROWER'S FAILURE TO PAY**(A) Late Charge for Overdue Payments**

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of **Four percent (4.000%)** of the overdue amount of each payment.

(B) Default

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances regulations issued by the Secretary will limit Lender's rights to require immediate payment in full in the case of payment defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

(C) Payment of Costs and Expenses

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

COPY
MICROFILMED

7. WAIVERS

Borrower and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 and 2 of this Note.

Nancy Lucas (Seal)
Nancy Lucas -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

COPY

MICROFILMED

2 / 2000

ALLONGE TO FHA MULTI-STATE NOTE

The Borrower does hereby agree that the following language shall be incorporated into the attached FHA Multi-State Note:

a. In Section 2, after the words "Six and 91/100 percent (6.91%) per year" there shall be inserted the following: "until April 1, 1998, and thereafter at the rate of Seven and 91/100 percent (7.91%) per year".

b. In Section 4(c), third line, after the words "Three Hundred Seventy Five and 47/100 Dollars (\$375.47)" there shall be inserted the following words, "through April 1, 1998, and thereafter each monthly payment of principal and interest shall be in the amount of Four Hundred Eleven and 94/100 Dollars (\$411.94)".

This allonge is hereby approved by the Borrower on the same date as set forth in the attached note.


Borrower Nancy Lucas

COPY

MICROFILMED

AUG 22 1999

State of Nevada
Marriage Certificate

State of Nevada, }
County of ELKO } ss.

No. 12213

MICROFILMED
JUL 22 2019

This is to Certify that the undersigned, _____ JUSTICE OF THE PEACE
did on the 23RD day of JULY A.D., 19 95, ^(Title)
at ELKO COUNTY COURTHOUSE ELKO, Nevada,
join in lawful wedlock _____ ^(Address or Church) ^(City) RICHARD LEE WILLIAMS
of BURLEY State of IDAHO
and NANCY ANN LUCAS
of BURLEY State of IDAHO
with their mutual consent, in the presence of CINDY ELLISON, witness.

COPY

Karen Vasquez-Predige
COUNTY CLERK

Mary E. Leddy
Signature of person performing marriage
MARY E. LEDDY
JUSTICE OF THE PEACE ELKO TOWNSHIP
Print name under signature (Requestor)

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA)
Case No. 39576)
PARTIAL DECREE PURSUANT TO
I.R.C.P. 54(b) FOR
Water Right 45-10897

RECEIVED
AUG 14 1998
Department of Water Resources
Southern Region
COPY

NAME AND ADDRESS: DE ANN BELL
THOMAS L BELL
RT 4 BOX 4203
BURLEY, ID 83318

SOURCE: GROUNDWATER

QUANTITY: 0.04 CFS

THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000
GALLONS PER DAY.

PRIORITY DATE: 05/15/1976

POINT OF DIVERSION: T10S R22E S29 SESENW Within Cassia County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	Domestic 1 HOME	01-01 TO 12-31	0.04 CFS

PLACE OF USE: Domestic Within Cassia County
T10S R22E S29 SENW

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

THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A
DETERMINATION OF HISTORICAL BENEFICIAL USE.

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.


Daniel C. Hurlbutt, JR.
Presiding Judge
Snake River Basin Adjudication



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

Phone: (208) 327-7900 FAX: (208) 327-7866

July 9, 1999

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

RICHARD LEE WILLIAMS
NANCY WILLIAMS
41 PINE AVE
BURLEY ID 83318

RE: Water Right 45-10897

Dear Mr. & Mrs. Williams:

The department acknowledges receipt of correspondence changing ownership of the above referenced decreed water right to you. The department has modified its records to reflect the change in ownership and has enclosed 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 water right ownership and any change of mailing address of the owner of a water right 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 the department if you have questions.

Sincerely,

gm L. GLEN SAXTON, Chief
Water Allocations Bureau

LGS:klt

Enclosure

MICROFILMED

SEP 24 1999