Form 42-248/42-1409(6) Rev. 6/22

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
NOV 14 2022
Department of Water Resources
Eastern Region

# NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "*Yes*" in the "*Split?*" column. If the water right is leased to the Water Supply Bank, check "*Yes*". If you are not sure if the water right is leased to the Water Supply Bank, see #7 of the instructions.

| Water Right/Claim No. | Split? | Leased to Water Supply Bank? | Water Right/Claim No. | Split? | Leased to Water Supply Bank? |
|---|---|---|---|---|---|
| ~~Instrument #~~ 1936373 | Yes ☐ | Yes ☐ | | Yes ☐ | Yes ☐ |
| | Yes ☐ | Yes ☐ | | Yes ☐ | Yes ☐ |
| | Yes ☐ | Yes ☐ | | Yes ☐ | Yes ☐ |
| ★ 23-11314 cp | Yes ☐ | Yes ☐ | | Yes ☐ | Yes ☐ |
| | Yes ☐ | Yes ☐ | | Yes ☐ | Yes ☐ |

2. Previous Owner's Name: Clayton, Kantack, and Foster
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Anthony M and Shannon K Brunelli Family Trust / Vance Family Trust
New owner(s) as listed on the conveyance document  Name connector ☒ and ☐ or

4300 Juniper Trail | Reno | NV | 89519
Mailing address | City | State | Zip

(775) 544-7448 | skvance76@gmail.com
Telephone | Email

4. If the water rights and/or adjudication claims were split, how did the division occur?
   - ☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
   - ☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.

5. Date you acquired the water rights and/or claims listed above: 11/9/22.

6. Do you own the land identified as the water right place of use? Yes ☒ No ☐
   - If no, attach evidence that written notice of the change of water right ownership has been delivered to the landowner of record.

7. This form must be signed and submitted with the following **REQUIRED** items:
   - ☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
   - ☒ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
   - ☒ Filing fee (see instructions for further explanation):
     - ○ $25 per *undivided* water right.
     - ○ $100 per *split* water right.
     - ○ No fee is required for pending adjudication claims.
   - ☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
   - ☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: Shannon Vance-Brunelli Trustee | 60% owner | 11/9/22
Signature of new owner/claimant | Title, if applicable | Date

Shannon Vance-Brunelli
Print name

Signature: Gwen Vance | 40% owner | 11/9/22
Signature of new owner/claimant | Title, if applicable | Date

Gwen Vance - Trustee
Print name

***For IDWR Office Use Only:***

Receipted by JB Date 11/14/2022 Receipt No. E048727 Receipt Amt. $25.-

Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐

Name on W-9 _____ Approved by JB Processed by JB Date 11/16/2022

SCANNED
NOV 18 2022

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

# INSTRUCTIONS FOR FILING A NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

This form has been prepared to assist all claimants and owners of water rights to comply with the requirements of Idaho Code §§ 42-248 and 42-1409(6). All persons owning or claiming ownership of a water right or claim are required to provide notice to the Department of Water Resources (IDWR) of any change in ownership of any part of the water right or claim or of any change in the owner's mailing address within 120 days of the change. Forms to report ownership changes and/or to update an address are available on IDWR's website at www.idwr.idaho.gov/forms/water-rights.html. In addition, all new owners of water rights within a pending general adjudication area must inquire whether a notice of claim has been filed and, if not, shall file a notice of claim if necessary.

A notice is required for changes in ownership from one individual to another, from an individual to a business entity (even if the business is owned by the individual), or from one business entity to another (even if both businesses are owned by the same individual). Adding or removing a name is considered an ownership change which requires the submission of evidence to support the change and the filing fee.

Separate brochures describing the adjudication of water rights and the ownership change notice requirement are available from IDWR. Please contact your nearest IDWR office if you would like more information or need help completing this form. A list of IDWR offices is on page 2 of these instructions, or you can call 1-800-451-4129. Water right information can be found on the IDWR's website using the Water Right and Adjudication Search.

**Please note:**

- Unlike licensed or decreed water rights and water right permits, which are real property, applications for new water right permits, applications to transfer existing water rights, and other applications are considered the personal property of the applicants. Applicants must assign their interest in an application to the new applicant. Assignment forms are available on the IDWR's website at www.idwr.idaho.gov/forms/water-rights.html, or from any IDWR office. There is no charge for assignments of applications.
- If you want to change or add a point of diversion, place of use, season of use, or purpose of use of a water right, you must file an Application for Transfer. The ownership of a water right can also be updated through the transfer process.
- The combined portions of a divided ("split") water right cannot exceed the total flow rate, volume, or period of use of the original right.
- IDWR has no jurisdiction concerning easements, rights-of-way, and zoning matters. The buyer and seller must make these provisions where necessary.
- Any action by IDWR updating the ownership of a water right in IDWR's records is not a determination of water right ownership. Water right ownership disputes arising from a notice of change in water right ownership must be resolved in a water rights adjudication or in an action to quiet title.

**LINE INSTRUCTIONS:**

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). You may have purchased only a portion of the water right(s) held by the seller. If so, the water right(s) held by the seller may need to be divided ("split") to provide you your share of each right. Mark the box "Yes" if a division of the water right is required.

   If you receive water from a municipal provider, an irrigation district or other water delivery organization, and the water rights are held by the organization, please do not use this form to record a change. Please contact the water delivery organization to determine if any action is necessary.

   If you or the seller believes there are water rights for the property but you do not know the numbers, you may contact IDWR for assistance in identifying the water rights for the property in question. If adjudication claims for the rights are required and have not been filed, IDWR will so advise you.

2. Fill in the name of the current water right holder/claimant.

3. Fill in each name as listed on the conveyance document and complete the current contact information. For water rights, IDWR will update the ownership to the individual(s)/entities listed on the conveyance document. For active adjudication claims, IDWR will update the claimant information to match the conveyance document unless the new claimant provides good cause for the variance.

4. You may have acquired only a portion of the water right(s) held by the seller. If you did not acquire the entire water right/property, please check the appropriate box. Water rights are often conveyed as an appurtenance to the land where they are used, and the conveyance document for the land often does not have specific language regarding the water right. Please read your deed or other conveyance document carefully to be sure. When the conveyance document does not specifically address water rights, it will be assumed that the water rights are to be split proportionate to the amount of land acquired.

5. Indicate the date the water rights and/or adjudication claims were conveyed to you. This may be the date of closing in the case of a real estate transaction, the date a contract was signed, or the date of a court order.

6. If you own the land identified as the water right place of use, mark the box "Yes". If you do not own the land identified as the water right place of use, mark the box "No". If you are filing a change in water right ownership and you do not own the land identified as the place of use for the water right, Idaho Code § 42-248(6) requires you to provide written notice of the change in water ownership to the landowner of record, as identified in the records of the county recorder. If you have provided the required written notice, attach evidence that you have done so. IDWR will return your Notice of Change in Water Right Ownership if you are required to provide written notice to the water right place of use landowner and no evidence is submitted.

7. **REQUIRED ITEMS:**

IDWR cannot process this change without **documentation of ownership**. The documentation may be in the form of a deed, court decree or other conveyance document. If you are submitting a quitclaim deed and the grantor's name does not match the water right holder of record, you will need to provide a chain of title that goes back to the water right holder/claimant of record. You may obtain this information from the assessor's office in the county where the property is located. Items that are **not** conveyance documents are deeds of trust, mortgages, purchase and sales agreements, and property tax notices.

Submit a **plat map, survey map, or aerial photograph** of the place of use for each water right or claim listed in item #1 (if necessary to clarify division of water rights or complex property descriptions). If your right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency or equivalent aerial photograph with the irrigated acres outlined and point(s) of diversion clearly marked. You also have the option of printing a map using the map tool on IDWR's website. It is not necessary to obtain a new survey for purposes of this form before contacting IDWR.

The Idaho Legislature has waived the fee to file a Notice of Change in Water Right Ownership for any water right pending in a general water right adjudication such as the Snake River Basin Adjudication or the Northern Idaho Adjudication. This waiver ends when a partial decree is issued for the water right that has been claimed. For water rights not pending in a general adjudication, the **filing fee** is $25 per water right, except for those water rights that will be divided as a result of the change in ownership. The filing fee for division of a water right is $100 per water right.

If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. If you are unsure about the status of your water right in the Water Supply Bank, go to the Water Supply Bank Lease Search, input your water right number, and click "Search.". Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Each of the owners must sign the Lessor Designation form. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s). If your water right is in the Water Supply Bank and you want to release it so you can use it, complete and submit the Request to Release form. Your water right may not be available for immediate release if rented by another water user.

8. One of the new owner(s) must sign the form in the space(s) provided. If someone other than the owner signs the notice, evidence of authority to sign for the owner must be attached. If the new owner is a corporation or other organization, the person signing the notice must be an officer of the corporation or otherwise have authority to sign for the organization and must include their title with the signature.

When you have completed the Notice of Change in Water Right Ownership, retain a copy and **file the original form, necessary attachments, and filing fee with the IDWR office nearest you. Ownership changes for water rights leased to the Water Supply Bank should be sent to the State Office.**

IDWR Northern Region
7600 N Mineral Dr, Ste 100
Coeur d'Alene, ID 83815-7763
(208) 762-2800

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

IDWR State Office
322 E Front St, Ste 648
PO Box 83720
Boise, ID 83720-0098
(208) 287-4800

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

IDWR Southern Region
650 Addison Ave W, Ste 500
Twin Falls, ID 83301-5858
(208) 736-3033

SCANNED
NOV 18 2022

Close

# Water Right Report : 23-11314( Decreed/Active)

## Water Right Owners

| Owner Type | Name | Address | City | State | Postal Code |
|---|---|---|---|---|---|
| Current Owner | CLAYTON, RICHARD I | PO BOX 1887 | IDAHO FALLS | ID | 83403 |

## Water Right Status

Priority Date : 8/15/1893
Basis : Decreed
Status : Active

## Water Source

| Source | Source Qualifier | Tributary | Tributary Qualifier |
|---|---|---|---|
| PALISADES CREEK | | SNAKE RIVER | SOUTH FORK |

## Points Of Diversion (Location)

| Source | Township | Range | Section | Govt. Lot | QQQ | QQ | Q | County | Diversion Type |
|---|---|---|---|---|---|---|---|---|---|
| PALISADES CREEK | 01N | 44E | 26 | 0 | SW | SW | SE | BONNEVILLE | |

## Water Uses

| Beneficial Use | From | To | Diversion Rate | Volume |
|---|---|---|---|---|
| IRRIGATION | 04/15 | 10/31 | 0.96 CFS | |
| **TOTAL** | | | 0.96 CFS | |

## Places of Use

Printable View | Paged View

### Place of Use Legal Description : IRRIGATION (BONNEVILLE county)

| Township | Range | Section | Lot | QQQ | QQ | Q | Acres |
|---|---|---|---|---|---|---|---|
| 01N | 44E | 9 | | | NE | SE | 1.2 |
| 01N | 44E | 9 | | | NW | SE | 22 |
| 01N | 44E | 9 | | | SW | SE | 5.8 |
| 01N | 44E | 9 | | | SE | SE | 13 |

### Irrigation Totals

| Total Acres | Acre Limit |
|---|---|
| 41.30 | 41.30 |

## Conditions

| Code | Condtions |
|---|---|
| P21 | THIS RIGHT IS A SPLIT FROM FORMER RIGHT 23-00011. |
| F01 | WATER IS DELIVERED THROUGH PALISADES IRRIGATION CANAL SYSTEM. |
| C18 | This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code. |
| E07 | USE OF THIS RIGHT IS COMBINED WITH WATER FROM PALISADES IRRIGATION CANAL. |

## Dates

## Other Information

SCANNED
NOV 18 2022

| | |
|---|---|
| Licensed Date : | State or Federal : |
| Decreed Date : 1/31/200[redacted] | Water District Number : [redacted] |
| Permit Proof Due Date : | Generic Max Rate Per Acre : 0 |
| Permit Proof Made Date : | Generic Max Volume Per Acre : 0 |
| Permit Approved Date : | Civil Case Number : |
| Permit Moratorium Expiration Date : | Decree Plantiff : |
| Enlargment Use Priority Date : | Decree Defendant : |
| Enlargement Statute Priority Date : | Swan Falls Trust or Nontrust : |
| Application Recevied Date: | Swan Falls Dismissed : |
| Protest Deadline Date: | DLE Act Number : |
| | Cary Act Number : |
| | Mitigation Plan: False |

IDAHO DEPARTMENT OF WATER RESOURCES

11/9/2022

© 2021 - ExternalSearch - Privacy

SCANNED
NOV 18 2022

State of Idaho
Department of Water Resources

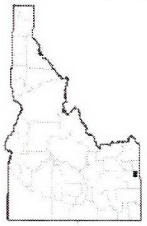
# Water Right

**23-11314**

IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



0 0.04 0.08 0.16 0.24 0.32
Miles

Legend
- Place of Use Boundary
- Townships
- PLS Sections
- Quarter Quarters

N

Date created: 11/9/2022

SCANNED
NOV 18 2022

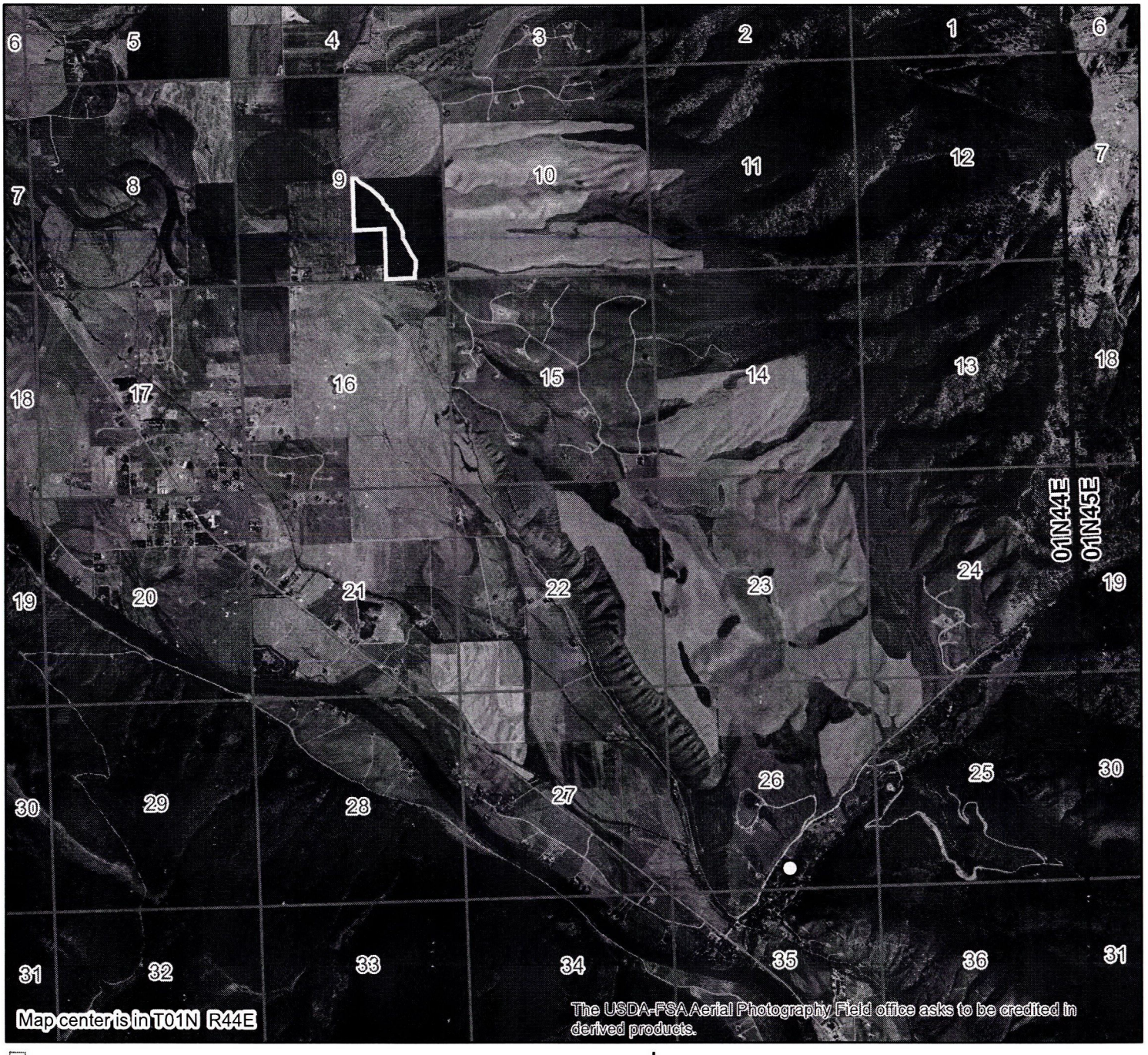
State of Idaho
Department of Water Resources

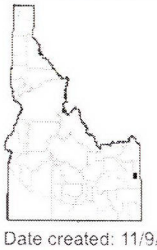
# Water Right

**23-11314**

IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



0 0.25 0.5 1 1.5 2
Miles

Legend

- Point of Diversion
- Place of Use Boundary
- Townships
- PLS Sections

N

Date created: 11/9/2022

SCANNED
NOV 18 2022
IDWR

Instrument # 1736372
Bonneville County, Idaho Falls, Idaho
11/09/2022 09:55:33 AM No. of Pages: 8
Recorded for: ALLIANCE TITLE - IDAHO FALLS OFFICE
Penny Manning Fee: $15.00
Ex-Officio Recorder Deputy Rupchurch
Index to: DEED, WARRANTY

ALLIANCE
TITLE & ESCROW

# WARRANTY DEED

Alliance Title & Escrow, LLC Order No.:606686

**FOR VALUE RECEIVED**

**Richard I Clayton, Jr. and Diane R Clayton, Trustees of the Richard I Clayton, Jr. Revocable Trust, dated January 24, 2001 and**

**Gene R. Kantack and Sandy Kantack, husband and wife and**

**Wade L Foster as Personal Representative of the Estate of Leonard Foster, Jr., deceased, Bonneville County, Probate Case No. CV-2010-0573 and**

**Richard I Clayton Jr. and Diane R Clayton, Trustees of the Diane R Clayton Revocable Trust, dated January 24, 2001 and**

**Jean Foster, a single woman**

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

**Anthony M Brunelli and Shannon K Vance-Brunelli, Co-Trustees of the Anthony M. and Shannon K. Brunelli Family Trust, dated November 19, 2021, as to an undivided 60% interest and**
**Douglass Allen Vance and Gwen Kay Vance, as Trustees of the Vance Family Trust, U/A Dated July 22, 1999, as to an undivided 40% interest**

whose current address is

**4300 Juniper Trail**
**Reno, NV 89519**

the grantee(s), the following described premises, in Bonneville County, Idaho, TO WIT:

**Parcel 1:**
**Township 1 North, Range 44 East of the Boise Meridian, Bonneville County, Idaho.**
**Section 9: East Half Southwest Quarter; Southeast Quarter**

**Less and Excepting Therefrom the following 8 (eight) Tracts:**

**Tract 1:**
**Beginning at a point that is South 89°54'10" East along the Section Line 2754.24 feet from the Southwest Corner of Section 9, Township 1 North, Range 44 East of the Boise Meridian, Bonneville County, Idaho; running**
**thence South 89°54'10" East along said Section line 644.54 feet;**
**thence North 00°05'50" East 430.00 feet;**
**thence North 89°54'10" West 644.54 feet;**
**thence South 00°05'50" West 430.00 feet to the Point of Beginning.**

**Excepting therefrom: Beginning at the Southwest corner of Section 9, Township 1 North, Range 44 East of the Boise Meridian, Bonneville County, Idaho, running South 89°54'10" East 2961.38 feet and North 30 feet to the True Point of Beginning, running thence South 89°54'10" East 293.18 feet,**
**thence North 13°02'01" West 205.54 feet,**
**thence North 89°54'10" West 302.12 feet,**
**thence South 15°26'05" East 207.75 feet to the Point of Beginning.**



SCANNED
NOV 18 2022

**Subject to an existing access easement 20 feet wide along the East property line.**

**Tract 2:**
**Beginning at a point that is North 89°54'10" West along the Section line 1519.79 feet from the Southeast Corner of Section 9, Township 1 North, Range 44 East of the Boise Meridian, Bonneville County, Idaho; running**
**thence North 89°54'10" West along the Section line 407.46 feet;**
**thence North 00°05'55" East 430.00 feet;**
**thence North 89°54'10" West 368.54 feet;**
**thence North 00°05'55" East 893.53 feet to the North line of the Southwest Quarter of the Southeast Quarter of said Section 9;**
**thence South 89°53'05" East along said North line 780.10 feet;**
**thence South 00°16'34" West 1323.29 feet to the Point of Beginning.**

**Tract 3:**
**Beginning at a point that is South 89°54'10" East along the Section line 1333.56 feet from the Southwest Corner of Section 9, Township 1 North, Range 44 East of the Boise Meridian, Bonneville County, Idaho, said Point of Beginning being the Southwest corner of the East Half of the Southwest Quarter of said Section 9; running**
**thence South 89°54'10" East along said Section line 609.08 feet;**
**thence North 00°25'48" East 714.70 feet;**
**thence North 89°54'10" West 609.91 feet to the West line of said East Half of the Southwest Quarter;**
**thence South 00°21'46" West along said West line 714.69 feet to the Point of Beginning.**

**Tract 4:**
**Beginning at a point that is South 89°54'10" East along the Section line 1942.64 feet from the Southwest Corner of Section 9, Township 1 North, Range 44 East of the Boise Meridian, Bonneville County, Idaho; running**
**thence South 89°54'10" East along said Section line 611.56 feet;**
**thence North 00°05'55" East 1323.69 feet to the North line of the Southeast Quarter of the Southwest Quarter of said Section 9;**
**thence North 89°53'05" West along said North line 1214.53 feet to the Northwest corner of said Southeast Quarter of the Southwest Quarter;**
**thence South 00°21'46" West along the West line of said Southeast Quarter of the Southwest Quarter a distance of 609.40 feet;**
**thence South 89°54'10" East 609.92 feet;**
**thence South 00°25'48" West 714.70 feet to the Point of Beginning.**

**Tract 5:**
**Beginning at a point that is South 89°54'10" East along the Section line 2554.20 feet from the Southwest Corner of Section 9, Township 1 North, Range 44 East of the Boise Meridian, Bonneville County, Idaho; running**
**thence South 89°54'10" East along said Section line 100.00 feet;**
**thence North 00°05'55" East 2647.31 feet to the East-West Center Section line of said Section 9;**
**thence North 89°51'58" West along said East-West Center Section line 1308.43 feet to the Northwest Corner of the Northeast Quarter of the Southwest Quarter of said Section 9;**
**thence South 00°21'46" West along the West line of said Northeast Quarter of the Southwest Quarter a distance of 1324.09 feet to the Southwest corner of said Northeast Quarter of the Southwest Quarter;**
**thence South 89°53'05" East along the South line of said Northeast Quarter of the Southwest Quarter a distance of 1214.53 feet;**
**thence South 00°05'55" West 1323.69 feet to the Point of Beginning.**

**Tract 6:**
**Beginning at a point that is South 89°54'10" East along the Section line 2654.20 feet from the Southwest Corner of Section 9, Township 1 North, Range 44 East of the Boise Meridian, Bonneville County, Idaho; running**

SCANNED
NOV 18 2022

thence South 89°54'10" East along said Section line 12.92 feet to the South Quarter Corner of said Section 9;
thence South 89°54'10" East along said Section line 87.08 feet;
thence North 00°05'55" East 430.00 feet;
thence South 89°54'10" East 276.00 feet;
thence North 00°05'55" East 2217.07 feet to the East-West Center Section line of said Section 9;
thence North 89°51'58" West along said East-West Center Section line 347.71 feet to the Center Quarter Corner of said Section 9;
thence North 89°51'58" West along said East-West Center Section line 28.29 feet;
thence South 00°05'55" West 2647.31 feet to the Point of Beginning.

Tract 7:
Beginning at the Southwest Corner of Section 9, Township 1 North, Range 44 East of the Boise
Meridian, Bonneville County, Idaho, running
South 89°54'10" East 2961.38 feet and North 30 feet to the True Point of Beginning;
running thence South 89°54'10" East 293.18 feet,
thence North 13°02'01" West 205.54 feet,
thence North 89°54'10" West 302.12 feet,
thence South 15°26'05" East 207.75 feet to the Point of Beginning.

Tract 8:
Beginning at a point that is North 00°04'40" East along the Section line 50 feet from the Southeast corner of Section 9, Township 1 North, Range 44 East of the Boise Meridian, Bonneville County, Idaho; running
thence North 00°04'40" East along the Section line 176.58 feet;
thence South 62°35'29" West 384.91 feet;
thence North 89°53'56" East 341.46 Feet to the Point of Beginning.

Parcel 2:
Beginning at a point that is North 00°04'40" East along the Section line 50 feet from the Southeast corner of Section 9, Township 1 North, Range 44 East of the Boise Meridian, Bonneville County, Idaho; running
thence North 00°04'40" East along the Section line 176.58 feet;
thence South 62°35'29" West 384.91 feet;
thence North 89°53'56" East 341.46 Feet to the Point of Beginning.

Subject to: all existing easements or claims of easements, patent reservations, rights of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, encroachments, overlaps, boundary line disputes, and other matters which would be disclosed by an accurate survey or inspection of the premises.

ALSO Subject to the following:
Taxes, including any assessments collected therewith, for the year 2022 which are a lien not yet due and payable.

Levies and assessments of the Palisade Irrigation Co., Inc., and the rights, powers and easements of said district as by law provided.

Right, title and interest of the public in and to those portions of the Land lying within roads or highways.

Ditch, road and public utility easements as the same may exist over said premises.

Easements not disclosed by those public records, which impart constructive notice and which are not visible and apparent from an inspection of said land.

An easement for the purpose shown below and rights incidental thereto as set forth in a document:
Granted To: Francis and Celeste Beam - The Beam Family

SCANNED



NOV 18 2022

**Purpose: access to homesite and farm**
**Recorded: June 2, 2001**
**Instrument No.: 943670**

**Agreement and the terms and conditions contained therein**
**Between: Gene R. Kantack, Richard I Clayton, Jr., and Leonard Foster, Jr.**
**And: Cerberus, LLC, an Idaho Limited Liability Company**
**Purpose: Fire Prevention Well Agreement**
**Recorded: January 23, 2006**
**Instrument No.: 1212888**

**An easement for the purpose shown below and rights incidental thereto as set forth in a document:**
**Granted To: Celeste Belle Beam, not individually, but as Trustee of the Francis Richard Beam Testamentary Trust and Celeste Belle Beam, individually**
**Purpose: Access easement**
**Recorded: February 27, 2006**
**Instrument No.: 1215864**

**Unrecorded leaseholds, if any, and the rights of vendors and holders of security interest in personal property of tenants to remove said personal property at the expiration of the term.**

**Any invalidity or defect in the title of the vestees in the event that the trust referred to in the vesting portion of Schedule A is invalid or fails to grant sufficient powers to the trustee(s) or in the event there is a lack of compliance with the terms and provisions of the trust instrument.**

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

**Dated: November 07, 2022**

SCANNED
NOV 18 2022

**Richard I Clayton, Jr. Revocable Trust**

Richard I Clayton, Jr., Trustee

Diane R Clayton, Trustee

State of Idaho } ss.
County of Bonneville }

On this 7th day of November, 2022, before me, the undersigned, a Notary Public in and for said state, personally appeared **Richard I Clayton, Jr**, known or identified to me to be the persons whose name is subscribed to the foregoing instrument as trustee of the Richard I Clayton, Jr. Revocable Trust, and acknowledged to me that he executed the same as Trustees.

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

Notary Public for the State of Idaho
Commission Expires:

Resides at Blackfoot, ID
Commission Expires: April 30, 2023

TAMMY K. LONG
COMMISSION #18424
NOTARY PUBLIC
STATE OF IDAHO

State of Idaho } ss.
County of Bonneville }

On this 7th day of November, 2022, before me, the undersigned, a Notary Public in and for said state, personally appeared **Diane R Clayton**, known or identified to me to be the person whose name is subscribed to the foregoing instrument as trustee of the Richard I Clayton, Jr. Revocable Trust, and acknowledged to me that she executed the same as Trustee.

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

Notary Public for the State of Idaho
Commission Expires:

Resides at Blackfoot, ID
Commission Expires: April 30, 2023

TAMMY K. LONG
COMMISSION #18424
NOTARY PUBLIC
STATE OF IDAHO



SCANNED
NOV 18 2022

**Diane R Clayton Revocable Trust**

Richard I Clayton, Jr., Trustee

Diane R Clayton, Trustee

State of Idaho } ss.
County of Bonneville }

On this 7th day of November,2022, before me, the undersigned, a Notary Public in and for said state, personally appeared **Richard I Clayton, Jr**, known or identified to me to be the persons whose name is subscribed to the foregoing instrument as trustees of the Diane R Clayton Revocable Trust, and acknowledged to me that he executed the same as Trustees.

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

Notary Public for the State of Idaho
Commission Expires:
Resides at Blackfoot, ID
Commission Expires: April 30, 2023

TAMMY K. LONG
COMMISSION #18424
NOTARY PUBLIC
STATE OF IDAHO

State of Idaho } ss.
County of Bonneville }

On this 7th day of November,2022, before me, the undersigned, a Notary Public in and for said state, personally appeared **Diane R Clayton**, known or identified to me to be the person whose name is subscribed to the foregoing instrument as trustee of the Diane R Clayton Revocable Trust, and acknowledged to me that she executed the same as Trustee.

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

Notary Public for the State of Idaho
Commission Expires:
Resides at Blackfoot, ID
Commission Expires: April 30, 2023

TAMMY K. LONG
COMMISSION #18424
NOTARY PUBLIC
STATE OF IDAHO



SCANNED
NOV 18 2022

Gene R Kantack

Sandy Kantack

State of Idaho } ss
County of Bonneville }

On this 7th day of November, 2022, before me, the undersigned, a Notary Public in and for said state, personally appeared **Gene R Kantack and Sandy Kantack**, known or identified to me to be the persons whose names are subscribed to the within Instrument and acknowledged to me that they executed same.

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

Notary Public for the State of Idaho
Commission Expires:
Resides at Blackfoot, ID
Commission Expires: April 30, 2023

TAMMY K. LONG
COMMISSION #18424
NOTARY PUBLIC
STATE OF IDAHO



SCANNED
NOV 18 2022

Jean Foster
Jean Foster

**Estate of Leonard Foster, Jr., deceased**

Wade L Foster, Personal Representative

State of Utah } ss
County of WASHINGTON }

On this 7 day of November, 2022, before me, the undersigned, a Notary Public in and for said state, personally appeared **Jean Foster**, known or identified to me to be the person whose name is subscribed to the within Instrument and acknowledged to me that she executed same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public for the State of Utah
Commission Expires: 02/26/2026

PATRICK FLANNERY
Notary Public, State of Utah
Commission # 723136
My Commission Expires
February 26, 2026

State of Utah } ss.
County of WASHINGTON }

On this 7 day of November, in the year 2022, before me, the undersigned, a Notary Public in and for said state, personally appeared **Wade L Foster** known or identified to me to be the person whose name is subscribed to the foregoing instrument as Personal Representative of the estate of Leonard Foster, Jr, and acknowledged to me that he executed the same as Personal Representative.

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

Notary Public for the State of Utah
Commission Expires: 02/26/2026

PATRICK FLANNERY
Notary Public, State of Utah
Commission # 723136
My Commission Expires
February 26, 2026

File No. 606686

SCANNED
NOV 18 2022

RECORDING REQUESTED BY

WHEN RECORDED MAIL TO

LTV Private Equity, Inc.
PO Box 6749
La Quinta, CA 92248

221101-ID
Title Order # 606686

**Instrument # 173637**
**Bonneville County, Idaho Falls, Idaho**
**11/09/2022 09:55:33 AM No. of Pages: 19**
**Recorded for: ALLIANCE TITLE - IDAHO FALLS OFFICE**
**Penny Manning Fee: $45.00**
**Ex-Officio Recorder Deputy Rupchurch**
**Index to: DEED OF TRUST**

---

ALLIANCE
TITLE & ESCROW CORP
606686

SPACE ABOVE THIS LINE FOR RECORDERS USE

# DEED OF TRUST

## DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

**(A) "Security Instrument"** means this document, which is dated October 31, 2022, together with all Riders to this document.

**(B) "Borrower"** is **Anthony M Brunelli and Shannon K Vance-Brunelli, Co-Trustees of the Anthony M. and Shannon K. Brunelli Family Trust, dated November 19, 2021as to an undivided 60% interest and Douglass Allen Vance and Gwen Kay Vance, as Trustees of the Vance Family Trust, U/A Dated July 22, 1999 as to an undivided 40% interest all as tenants in common.**. Borrower is the trustor under this Security Instrument. Borrower's mailing address is: **2970 Sage Ridge Reno, NV 89521**.

**(C) "Lender"** is **LTV Private Equity Fund, LLC a California Limited Liability Company**. Lender is the beneficiary under this Security Instrument.

**(D) "Trustee"** is **LTV Private Equity, Inc., a California Corporation**.

**(E) "Note"** means the promissory note signed by Borrower and dated prior to Close of Purchase Escrow. The Note states that Borrower owes Lender **Five Hundred Seventy Nine Thousand Seven Hundred Fifty Dollars and Zero Cents ------- ($579,750.00)** plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than November 15, 2024. (Estimated)

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

**(G) "Loan"** means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

**(H) "Riders"** means all riders to this Security Instrument that are executed by Borrower. The following riders are to be executed by Borrower: Assignment of Rents and Profits; Security Agreement and Protection of Lenders' Security Rider.

**(I) "Applicable Law"** means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

**(J) "Community Association Dues, Fees and Assessments"** means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

**(K) "Electronic Funds Transfer"** means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse

SCANNED
NOV 18 2022

transfers.

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

**(M) "Miscellaneous Proceeds"** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5 for (1) damage to, or destruction of, the Property, (11) condemnation or other taking of all or any part of the Property, (iii) conveyance in lieu of condemnation or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

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

**(O) "Periodic Payment"** means the regularly scheduled amount due for (1) principal and interest under the Note, plus (2) any amounts under Section 3 of this Security Instrument.

**(P) "RESPA"** means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

**(Q) "Successor in Interest of Borrower"** means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (a) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (b) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County Recorder's Office of **Bonneville** County, which currently has the address of: **Irwin ID, (Swan Valley, ID)**
**FOR LEGAL DESCRIPTION PLEASE SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF**

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

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and nonuniform 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, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash, (b) money order, (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity or (d) Electronic Funds Transfer. Additionally, Lender can require payment due to senior encumbrances, including insurance, in the forms listed above.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 14. Lender may return any payment(s) or partial payment(s) if the payment(s) or partial payments are insufficient to bring the Loan current. Lender may accept any payment(s) or partial payment(s) insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment(s) or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are

SCANNED
NOV 18 2022

accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment(s) to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to any amounts under the Note owed by Borrower. Lender shall decide how to apply funds. Should a Notice of Default be of record, funds may be applied and the Notice of Default shall remain valid. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (1) interest due under the Note; (2) principal due under the Note; (3) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

**3. Funds for Escrow Items.** Should Lender require, borrower or his successor shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 14 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (1) sufficient to permit Lender to apply the Funds at the time specified under RESPA and (2) not to exceed the maximum amount a lender can require under RESPA. Lender shall 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 an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall 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. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can 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 as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in

SCANNED

NOV 18 2022

accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than twelve monthly payments. Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, including garbage billings, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

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, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; 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 can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

**5. 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, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (1) a one-time charge for flood zone determination, certification and tracking services or (2) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance.

Borrower to provide and deliver evidence of insurance to lender, which is to the satisfaction of Lender.

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, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in

SCANNED

NOV 18 2022

writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. 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 the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (1) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (2) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

**6. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration. Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause. Additionally, should Borrower be conducting illegal activity on or about the property, this shall constitute a breach under this security agreement.

**7. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

**8. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (1) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (2) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (3) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to, (1) paying any sums secured by a lien which has priority over this Security Instrument, (2) appearing in court, and (3) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 8, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 8.

Any amounts disbursed by Lender under this Section 8 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

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.

**9. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the

SCANNED

NOV 18 2022

premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, 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 selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a nonrefundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until the Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 9 affects Borrower's obligation to pay interest at the rate provided in the Note.

**10. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender. If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous 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 Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower falls to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for

SCANNED

NOV 18 2022

in Section 2.

**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 Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to 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 any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**12. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer'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 can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 17, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 19) and benefit the successors and assigns of Lender.

**13. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, foreclosure fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan 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 Borrower which exceeded permitted limits will be refunded to 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 (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**14. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's Mailing Address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Mailing Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument. Borrower requests that a copy of any Notice of Default and any Notice of Sale hereunder be mailed to Borrower at Mailing Address stated herein, unless Borrower has designated another address by Notice to Lender.

**15. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that

SCANNED

NOV 18 2022

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. As used in this Security Instrument: (1) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender, (2) words in the singular shall mean and include the plural and vice versa, and (3) the word "may" gives sole discretion without any obligation to take any action.

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

**17. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 17, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 10 days from the date the notice is given in accordance with Section 14 within which Borrower must pay all sums secured by this Security Instrument. If Borrower falls 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 After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (i) five business days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (ii) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (iii) 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, foreclosure fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash, (b) money order, (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this night to reinstate shall not apply in the case of acceleration under Section 17.

**19. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might 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 which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer(s) and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 14) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 21 and the notice of acceleration given to Borrower pursuant to Section 17 shall be deemed to satisfy the notice and opportunity to take corrective

SCANNED
NOV 18 2022

action provisions of this Section 19.

**20. Hazardous Substances.** As used in this Section 20: (1) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes 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; (2) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (3) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law and (4) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup .

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (1) that is in violation of any Environmental Law, (2) which creates an Environmental Condition or (3) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. 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 (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (1) 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; (2) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (3) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, 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. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

**21. Default.** Upon default by Borrower in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee, Agent of Beneficiary or Agent of Trustee, of written declaration of default and demand for sale and of written Notice of Default and of election to cause to be sold said property, which notice Trustee, Agent of Beneficiary or Agent of Trustee shall cause to be filed for record. Trustee, Agent of Beneficiary or Agent of Trustee shall be entitled to rely upon the correctness of such notice.

After the lapse of such time as then may be required by law following the recordation of said Notice of Default and Notice of Sale having been given as then required by law, Trustee or Trustee's Agent, without demand on Borrower, shall sell said property at the time and place fixed by it in said Notice of Sale, either as a whole or in separate parcels and in such order as it may determine * but subject to any statutory right of Borrower to direct the order in which sold , property, if consisting of several lots or parcels, shall be sold), at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee, or Trustee's Agent may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchase its deed conveying the property so sold, but without any covenant or warranty, expressed or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness there. Any person including Borrower, Trustee or Beneficiary as herein defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the rate prescribed in the Note; all other sums then secured thereby, and the remainder, if any, to the person or persons legally entitled thereto.

**22. The Agreement is Binding.** This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatee, devises, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the Note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the contract so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural. As used herein, "fixtures" includes but is not limited to carpeting, built-in appliances, drapery and drapery rods, landscaping, water tank, plumbing, machinery, air conditioners, ducts, and the like.

**23. 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.

SCANNED

NOV 18 2022

Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Lender may charge such person or persons a reasonable fee for reconveying the Property, and the charging of the fee is permitted under Applicable Law. If the fee charged does not exceed the fee set by Applicable Law, the fee is conclusively presumed to be reasonable.

**24. Substitute Trustee.** Lender, at its option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the county in which the Property is located. Without conveyance of the Property, the successor trustee shall succeed to all the title, powers and duties conferred upon the Trustee herein and by Applicable Law.

**25. Multiple Lender Loans:** Pursuant to Civil Code Section 2941.9, this deed of trust is subject to a signed agreement between all of the Lenders to be governed by the Lenders holding more than 50% of the record beneficial interest.

**26. Statement of Obligation Fee.** Lender may collect a fee not to exceed the maximum amount permitted by Applicable Law for furnishing the statement of obligation as provide by Section 2943 of the Civil Code of California.

**27. Request must be made in writing to Borrower.** Borrower must submit information to Lender within 20 days of date of request. Said information can include, but is not limited to: name of senior lien holder, balance due, payment amount, next Senior Lien Information. Lender may require information on any and all senior lien information from Borrower. Said due date, address of lien holder, phone number of lien holder, loan number and advanced amounts. This is a FIRST Deed of Trust Subject to NO other Deed of Trust. The Note secured by Deed of Trust contains a LATE CHARGE, a REIMBURSEMENT CLAUSE, an ASSIGNMENT OF RENTS CLAUSE, a BALLOON PAYMENT, and a PREPAYMENT PENALTY.

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.

- TRUSTEE 11/7/22

The Anthony M. and Shannon K. Brunelli Family Trust, dated November 19, 2021 By: Anthony M. Brunelli, Co-Trustee / Date

SK Vance-Brunelli - Trustee 11/4/22

The Anthony M.and Shannon K. Brunelli Family Trust, dated November 19, 2021 By: Shannon K. Vance-Brunelli, Co-Trustee / Date

Douglass Allen Vance Trustee 11/4/22

The Vance Family Trust, U/A Dated July 22, 1999 By: Douglass Allen Vance, Trustee / Date

Gwen Kay Vance Trustee 11/4/22

The Vance Family Trust, U/A Dated July 22, 1999 By: Gwen Kay Vance, Trustee / Date

SCANNED

NOV 18 2022

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF Riverside SS.

On 11.4.22 before me, Marsha Peffers,
Notary Public, personally

appeared Shannon K. Vance-Brunelli who
proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Marsha Peffers

MARSHA PEFFERS
Notary Public - California
Riverside County
Commission # 2355505
My Comm. Expires May 22, 2025

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF Riverside SS.

On 11.4.22 before me, Marsha Peffers,
Notary Public, personally

appeared Douglass Allen Vance & Gwen Kay Vance who
proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Marsha Peffers

MARSHA PEFFERS
Notary Public - California
Riverside County
Commission # 2355505
My Comm. Expires May 22, 2025

SCANNED
NOV 18 2022

State of Nevada

County of Washoe

On this 7 day of November, 2022, before me, the undersigned, a Notary Public in and for said state, personally appeared **Anthony M Brunelli** known or identified to me to be the person whose names are subscribed to the foregoing instrument as co-trustee of the Anthony M. and Shannon K. Brunelli Family Trust, dated November 19, 2021, and acknowledged to me that he executed the same as Trustee.

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

Notary Public for the State of Nevada
Residing at:
Commission Expires: 10-19-25

MACKENZIE NICOLE RICHARDSON
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 21-5600-02 - Expires October 19, 2025

SCANNED
NOV 18 2022

Notice: A copy of any Notice of Default and of any Notice of Sale will be sent only to the address contained in this recorded request. If your address changes, a new request must be recorded.

DO NOT RECORD
REQUEST FOR FULL RECONVEYANCE
To be used only when Note has been paid.

TO: LTV Private Equity, Inc., Trustee: Dated:

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured by said Deed of Trust have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel all evidences of indebtedness, secured by said Deed of Trust, delivered to you herewith together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, the estate now held by you under the same.

_____ (Beneficiary)

_____ (Beneficiary)

Mail Reconveyance to:

**Anthony M Brunelli and Shannon K Vance-Brunelli**
**2970 Sage Ridge Reno, NV 89521**

Do not lose or destroy this Deed of Trust OR THE NOTE, which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.

SCANNED
NOV 18 2022

# PROTECTION OF LENDER'S SECURITY RIDER

NOTICE: THIS RIDER ADDS A PROVISION TO THE SECURITY INSTRUMENT ALLOWING THE LENDER TO REQUIRE PAYMENT OF THE LENDER'S ATTORNEY'S FEES IN BANKRUPTCY CASES.

THIS PROTECTION OF LENDER'S SECURITY RIDER is made October 31, 2022, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure borrower's note to **LTV Private Equity Fund, LLC a California Limited Liability Company** (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at: - unknown, Swan Valley, ID . Property address.

AMENDED COVENANT. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. PROTECTION OF LENDER'S SECURITY
Uniform covenant 7 of the security Instrument is amended to read as follows:

7. Protection of Lender's Security. If Lender's interest in the Property is materially affected by any proceeding under the Bankruptcy Laws of the United States, the Lender, at Lender's option, may take such action, including seeking relief under the Bankruptcy Laws, and disburse such sums, including reasonable attorney's fees, as is necessary to protect Lender's interest.

If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with the Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice form Lender to borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

by SIGNING BELOW, Borrower accepts and agrees to the terms and covenant contained in this PROTECTION OF LENDER'S SECURITY RIDER.

TRUSTEE 11/7/22

The Anthony M. and Shannon K. Brunelli Family Trust, dated November 19, 2021 By: Anthony M. Brunelli, Co-Trustee / Date

Vance-Brunelli - Trustee 11/4/22

The Anthony M.and Shannon K. Brunelli Family Trust, dated November 19, 2021 By: Shannon K. Vance-Brunelli, Co-Trustee / Date

Douglass Allen Vance Trustee 11/4/22

The Vance Family Trust, U/A Dated July 22, 1999 By: Douglass Allen Vance, Trustee / Date

Gwen Kay Vance Trustee 11/4/22

The Vance Family Trust, U/A Dated July 22, 1999 By: Gwen Kay Vance, Trustee / Date

SCANNED
NOV 18 2022

# RIDER TO DEED OF TRUST ASSIGNMENT OF RENTS AND PROFITS AND SECURITY AGREEMENT

**THIS RIDER** is made this October 31, 2022 and is incorporate into and shall be deemed to amend and supplement the Deed of Trust of date given by the undersigned (the "Borrower") to secure Borrower's promissory note to **LTV Private Equity, Inc., a California Corporation**, as Trustee for the benefit of **LTV Private Equity Fund, LLC a California Limited Liability Company** ("Lender") and covering the Property described in the Deed of Trust and located at **unknown, Swan Valley, ID** .

**1. Assignment of Rents, Revenues and Profits**

**(a)** All of Borrower's interest in any leases, membership contracts, concessions agreements, rental agreements or any other agreements pertaining to the said Property now existing or hereafter entered into, all of the rents, royalties, issues, profits, revenue, income and other benefits of the Property arising from the use or enjoyment of all or any portion thereof or from any lease or agreement pertaining to occupancy of any portion of the Property now existing or hereafter entered into whether now due, past due, or to become due, and including all unpaid rents, security deposits, prepaid membership fees and dues and other charges (the "Rents and Profits"), are hereby absolutely, presently and unconditionally assigned, transferred and conveyed to Lender to be applied by Lender in payment of the principal and interest and all other sums payable on the Note, and of all other sums payable under this Deed of Trust. Prior to the occurrence of any Event of Default Borrower shall have a license to collect and receive all Rents and Profits, which license shall be terminable at the sole option of Lender, without regard to the adequacy of its security hereunder and without notice to or demand upon Borrower, upon the occurrence of any Event of Default. It is understood and agreed that neither the foregoing Assignment of Rents and Profits to Lender nor the exercise by Lender of any of its rights or remedies under this Deed of Trust hereof shall be deemed to make Lender a "mortgagee in-possession" or otherwise responsible or liable in any manner with respect to the Property or the use, occupancy, enjoyment or operation of all or any portion thereof, unless and until Lender, in person or by agent, assumes actual possession thereof. Nor shall appointment of a receiver for the Property by any court at the request of Lender or by agreement with Borrower, or the entering into possession of the Property or any part thereof by such receiver, be deemed to make Lender a mortgagee-in-possession or otherwise responsible or liable in any manner with respect to the Property or the use, occupancy, enjoyment or operation of all or any portion thereof. Upon the occurrence of any Event of Default, this shall constitute a direction to and full authority to each lessee under any lease and each guarantor of any lease to pay all Rents and Profits to Lender without proof of the default relied upon. Borrower hereby irrevocably authorizes each lessee and guarantor to rely upon and comply with any notice or demand by Lender for the payment to Lender of any Rents and Profits due or to become due.

**(b)** Borrower shall apply the Rents and Profits to the payment of all necessary and reasonable operating cost and expenses of the Property, debt service on the indebtedness secured hereby, and a reasonable reserve for future expenses, repairs and replacements for the Property, before using the Rents and Profits for Borrower's personal use or any other purpose not for the direct benefit of the Property.

**2. Security Agreement** This Deed of Trust is intended to be a security agreement for:

**(a)** any and all items of personal property specified above as part of the Property which, under applicable law, may be subject to a security interest pursuant to the LOCAL Uniform Commercial Code and which are not in this Deed of Trust effectively made part of the real property, including, without limitation, Borrower's interest in all building materials, fixtures, equipment and machinery incorporated or to be incorporated into improvements constructed and to be constructed on the Property together with all interest of the Borrower in all personal property, appliances, equipment and cost of goods now or hereafter owned or possessed by Borrower located upon, in, or about or used in connection with said Property, including, without limiting, any and all personal property, together with all increases, substitutes, replacements, proceeds and products thereof and additions and accessions thereto, all rents, issues and profits due or to become due Borrower from or pertaining to said real property, Borrower's interest in any monies deposited by or on behalf of Borrower with any city, county, public body, utility or agency for the installation or as security for the installation of any utility pertaining to the Property, all rights to the use of any trade name, trademark or service mark now or hereafter associated with the business or businesses conducted on said premises (subject, however, to any franchise or license agreements relating thereto) together with all rights of borrower under any policy or policies of insurance covering the foregoing property and all proceeds, loss payments and premium refunds which may be payable with respect to such insurance policies or any other insurance policies insuring said real or personal property and the proceeds of any involuntary disposition, including without limitation any tort judgment proceeds; and

SCANNED

NOV 18 2022

**(b)** any and all items of property specified above as part of the Property which, under applicable law, constitute fixtures and may be subject to a security interest.

Borrower hereby grants Lender a security interest in said property, all of which is referred to in this Deed of Trust as "Personal Property," and in all additions thereto, substitutions therefore and proceeds thereof, for the purpose of securing all indebtedness and other obligations of Borrower now or hereafter secured by this Deed of Trust, which shall be a paramount and superior lien on all such Personal Property at all times. Borrower agrees to execute and deliver financing and continuation statements covering the Personal Property from time to time and in such form as Lender may require to perfect and continue the perfection of Lender's lien or security interest with respect to said property. Borrower shall pay all costs of filing such statements and renewals and releases thereof and shall pay all reasonable costs and expenses of any record searches for financing statements Lender may reasonably require. Upon the occurrence of any default of Borrower hereunder, Lender shall have the rights and remedies of a secured party, as well as all other rights and remedies available at law or in equity.

Notwithstanding anything to the contrary contained in this Paragraph 2, Borrower may from time to time replace items of personal property and fixtures constituting a part of the Property, provided that:

**(1)** the replacements for such items of personal property or fixtures are of equivalent value and quality;

**(2)** Borrower has good and clear title to such replacement property free and clear of any and all liens, encumbrances, security interests, ownership interests, claims of title (contingents or otherwise), or charges of any kind, or the rights of any conditional sellers, vendors or any third parties in or to such replacement property have been expressly subordinated at no cost to Lender to the lien of the Deed of Trust in a manner satisfactory to Lender; and

**(3)** at the option of Lender, Borrower provides at no cost to Lender a satisfactory opinion of counsel to the effect that the Deed of Trust constitutes a valid and subsisting first lien on and security interest in such replacement property and is not subject to being subordinated or the priority thereof affected under any applicable law.

**IN WITNESS WHEREOF**, Borrowers have executed this Rider as of the date first above written.

Trustee 11/7/22

The Anthony M. and Shannon K. Brunelli Family Trust, dated November 19, 2021 By: Anthony M. Brunelli, Co-Trustee / Date

S. Vance-Brunelli – Trustee 11/4/22

The Anthony M.and Shannon K. Brunelli Family Trust, dated November 19, 2021 By: Shannon K. Vance-Brunelli, Co-Trustee / Date

Douglass Allen Vance - Trustee 11/4/22

The Vance Family Trust, U/A Dated July 22, 1999 By: Douglass Allen Vance, Trustee / Date

Gwen Kay Vance Trustee 11/4/22

The Vance Family Trust, U/A Dated July 22, 1999 By: Gwen Kay Vance, Trustee / Date

SCANNED

NOV 18 2022

File No. 606686

**Exhibit 'A'**

Parcel 1:
Township 1 North, Range 44 East of the Boise Meridian, Bonneville County, Idaho.
Section 9: East Half Southwest Quarter; Southeast Quarter

Less and Excepting Therefrom the following 8 (eight) Tracts:

Tract 1:
Beginning at a point that is South 89°54'10" East along the Section Line 2754.24 feet from the Southwest Corner of Section 9, Township 1 North, Range 44 East of the Boise Meridian, Bonneville County, Idaho; running
thence South 89°54'10" East along said Section line 644.54 feet;
thence North 00°05'50" East 430.00 feet;
thence North 89°54'10" West 644.54 feet;
thence South 00°05'50" West 430.00 feet to the Point of Beginning.

Excepting therefrom: Beginning at the Southwest corner of Section 9, Township 1 North, Range 44 East of the Boise Meridian, Bonneville County, Idaho, running
South 89°54'10" East 2961.38 feet and North 30 feet to the True Point of Beginning,
running thence South 89°54'10" East 293.18 feet,
thence North 13°02'01" West 205.54 feet,
thence North 89°54'10" West 302.12 feet,
thence South 15°26'05" East 207.75 feet to the Point of Beginning.
Subject to an existing access easement 20 feet wide along the East property line.

Tract 2:
Beginning at a point that is North 89°54'10" West along the Section line 1519.79 feet from the Southeast Corner of Section 9, Township 1 North, Range 44 East of the Boise Meridian, Bonneville County, Idaho; running
thence North 89°54'10" West along the Section line 407.46 feet;
thence North 00°05'55" East 430.00 feet;
thence North 89°54'10" West 368.54 feet;
thence North 00°05'55" East 893.53 feet to the North line of the Southwest Quarter of the Southeast Quarter of said Section 9;
thence South 89°53'05" East along said North line 780.10 feet;
thence South 00°16'34" West 1323.29 feet to the Point of Beginning.

Tract 3:
Beginning at a point that is South 89°54'10" East along the Section line 1333.56 feet from the Southwest Corner of Section 9, Township 1 North, Range 44 East of the Boise Meridian, Bonneville County, Idaho, said Point of Beginning being the Southwest corner of the East Half of the Southwest Quarter of said Section 9; running
thence South 89°54'10" East along said Section line 609.08 feet;
thence North 00°25'48" East 714.70 feet;
thence North 89°54'10" West 609.91 feet to the West line of said East Half of the Southwest Quarter;
thence South 00°21'46" West along said West line 714.69 feet to the Point of Beginning.

Tract 4:
Beginning at a point that is South 89°54'10" East along the Section line 1942.64 feet from the Southwest Corner of Section 9, Township 1 North, Range 44 East of the Boise Meridian, Bonneville County, Idaho; running
thence South 89°54'10" East along said Section line 611.56 feet;
thence North 00°05'55" East 1323.69 feet to the North line of the Southeast Quarter of the Southwest Quarter of said Section 9;
thence North 89°53'05" West along said North line 1214.53 feet to the Northwest corner of said Southeast Quarter of the Southwest Quarter;

SCANNED

NOV 18 2022

thence South 00°21'46" West along the West line of said Southeast Quarter of the Southwest Quarter a distance of 609.40 feet;
thence South 89°54'10" East 609.92 feet;
thence South 00°25'48" West 714.70 feet to the Point of Beginning.

Tract 5:
Beginning at a point that is South 89°54'10" East along the Section line 2554.20 feet from the Southwest Corner of Section 9, Township 1 North, Range 44 East of the Boise Meridian, Bonneville County, Idaho; running
thence South 89°54'10" East along said Section line 100.00 feet;
thence North 00°05'55" East 2647.31 feet to the East-West Center Section line of said Section 9;
thence North 89°51'58" West along said East-West Center Section line 1308.43 feet to the Northwest Corner of the Northeast Quarter of the Southwest Quarter of said Section 9;
thence South 00°21'46" West along the West line of said Northeast Quarter of the Southwest Quarter a distance of 1324.09 feet to the Southwest corner of said Northeast Quarter of the Southwest Quarter;
thence South 89°53'05" East along the South line of said Northeast Quarter of the Southwest Quarter a distance of 1214.53 feet;
thence South 00°05'55" West 1323.69 feet to the Point of Beginning.

Tract 6:
Beginning at a point that is South 89°54'10" East along the Section line 2654.20 feet from the Southwest Corner of Section 9, Township 1 North, Range 44 East of the Boise Meridian, Bonneville County, Idaho; running
thence South 89°54'10" East along said Section line 12.92 feet to the South Quarter Corner of said Section 9;
thence South 89°54'10" East along said Section line 87.08 feet;
thence North 00°05'55" East 430.00 feet;
thence South 89°54'10" East 276.00 feet;
thence North 00°05'55" East 2217.07 feet to the East-West Center Section line of said Section 9;
thence North 89°51'58" West along said East-West Center Section line 347.71 feet to the Center Quarter Corner of said Section 9;
thence North 89°51'58" West along said East-West Center Section line 28.29 feet;
thence South 00°05'55" West 2647.31 feet to the Point of Beginning.

Tract 7:
Beginning at the Southwest Corner of Section 9, Township 1 North, Range 44 East of the Boise Meridian, Bonneville County, Idaho, running
South 89°54'10" East 2961.38 feet and North 30 feet to the True Point of Beginning;
running thence South 89°54'10" East 293.18 feet,
thence North 13°02'01" West 205.54 feet,
thence North 89°54'10" West 302.12 feet,
thence South 15°26'05" East 207.75 feet to the Point of Beginning.

SCANNED
NOV 18 2022

Tract 8:
Beginning at a point that is North 00°04'40" East along the Section line 50 feet from the Southeast corner of Section 9, Township 1 North, Range 44 East of the Boise Meridian, Bonneville County, Idaho; running
thence North 00°04'40" East along the Section line 176.58 feet;
thence South 62°35'29" West 384.91 feet;
thence North 89°53'56" East 341.46 Feet to the Point of Beginning.

Parcel 2:
Beginning at a point that is North 00°04'40" East along the Section line 50 feet from the Southeast corner of Section 9, Township 1 North, Range 44 East of the Boise Meridian, Bonneville County, Idaho; running
thence North 00°04'40" East along the Section line 176.58 feet;
thence South 62°35'29" West 384.91 feet;
thence North 89°53'56" East 341.46 Feet to the Point of Beginning.

SCANNED

NOV 18 2022

IDAHO DEPARTMENT OF
WATER RESOURCES

Eastern Region • 900 N Skyline Drive, Suite A • Idaho Falls, ID 83402-1718
Phone: 208-525-7161 • Fax: 208-525-7177 • Email: easterninfo@idwr.idaho.gov • Web: idwr.idaho.gov

**Governor Brad Little** **Director Gary Spackman**

November 16, 2022

ANTHONY M AND SHANNON K BRUNELLI FAMILY TRUST
4300 JUNIPER TRL
RENO NV 89519-7923

VANCE FAMILY TRUST
4300 JUNIPER TRL
RENO NV 89519-7923

Re: Change in Ownership for Water Right No(s): 23-11314

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of the above referenced water right(s) to you. The Department has modified its records and has enclosed a computer-generated report for you.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

If you have any questions concerning the enclosed information, please contact me at (208) 497-3787.

Sincerely,

Jonie Barg
Technical Records Specialist 1

Enclosure(s)

cc: WATER DISTRICT 01

SCANNED
NOV 18 2022