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

RECEIVED
JUN 05 2026
DEPT. OF WATER RESOURCES

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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?
78-7041	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Geraldine Willsey
   Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Victoria L. Melton
   New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or

   5641 Pines Rd | New Meadows | ID | 83654
   Mailing address | City | State | Zip

   208-849-3199 | vlmelton07@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: 11/13.

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: Victoria L. Melton
   Signature of new owner/claimant | Title, if applicable | Date
   VICTORIA L. MELTON
   Print name

   Signature: _____
   Signature of new owner/claimant | Title, if applicable | Date
   _____
   Print name

For IDWR Office Use Only:

Receipted by KW Date 6/5/2026 Receipt No. C126587 Receipt Amt. $25.00

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 _____ Processed by PL Date 6/29/2026

Instrument # 126022
COUNCIL, ADAMS, IDAHO
11-7-2013 02:42:45 No. of Pages: 2
Recorded for : AMERITITLE
SHERRY WARD Fee: 13.00
Ex-Officio Recorder Deputy
Index to: DEED

0050819

PERSONAL REPRESENTATIVE'S DEED

THIS DEED, made by RONALD W. SCHNEBERGER, as personal representative of the estate of WILFRED E. SCHNEBERGER, deceased, Grantor, to VICTORIA L. MELTON, an unmarried woman, Grantee, whose current address is 5641 Pines Road, New Meadows, ID 83654.

WHEREAS, Grantor is the qualified personal representative of said estate, filed as Case No. CV-13-4065 in Kootenai County, Idaho;

THEREFORE, for valuable consideration received, Grantor quitclaims, transfers, and conveys to Grantee the following described real property in Adams County, Idaho:

See Exhibit A attached hereto and incorporated herein by reference

with all appurtenances.

EXECUTED this 6TH day of November, 2013.

RONALD W. SCHNEBERGER,
Personal Representative of the estate of Wilfred E. Schneberger, deceased.

STATE OF ~~IDAHO~~ Oregon KE 11/6/13)
)ss
COUNTY OF Washington)

On this 6 day of November, 2013, before me, the undersigned, a notary public in and for said state, personally appeared, RONALD W. SCHNEBERGER, known or identified to me to be the person whose name is subscribed to the within instrument, as Personal Representative of the Estate of Wilfred E. Schneberger, deceased, and acknowledged to me that he executed the same as such Personal Representative.

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

Karen A. Cochran
NOTARY PUBLIC FOR ~~IDAHO~~ Oregon KAC 11/6/13
My Commission Expires: March 21, 2016

OFFICIAL SEAL
KAREN A COCHRAN
NOTARY PUBLIC - OREGON
COMMISSION NO. 466908
MY COMMISSION EXPIRES MARCH 21, 2016

EXHIBIT "A"

Township 22 North, Range 1 East, Boise Meridian Adams, Idaho:
Section 9: a portion of the SW1/4SE1/4 and the NW1/4SE1/4 lying on the Westerly side of the right-of-way of the former U.S. Highway 95 (F.A.P. No. 9-C 1936) more particularly described as follows:

Commencing at a point in the SW1/4SE1/4 marked by a concrete post with brass cap monument bearing letters "VOH" AND "CWB", which monument is approximately 335 feet Southeasterly from the point of intersection between said Westerly right-of-way and the North line of said SW1/4SE1/4;
Thence North 32°35" West 285.0 feet along the boundary of former U.S. Highway 95 to a point, the TRUE POINT AND PLACE OF BEGINNING;
Thence due West 400.0 feet to a point;
Thence South 0°03' East 178.0 feet to a point;
Thence due West 466.37 feet to a point on the Westerly boundary of said SW1/4SE1/4;
Thence North along the Westerly boundary of said SW1/4SE1/4 and the NW1/4SE1/4 to the Northwest corner of the NW1/4SE1/4;
Thence in an Easterly direction, along the North boundary line of the NW1/4SE1/4 to a point of intersected by the Westerly boundary line of the right-of-way of the former U.S. Highway 95;
Thence in a Southeasterly direction along the Westerly boundary line of former U.S. Highway 95 to the TRUE POINT AND PLACE OF BEGINNING.

EXCEPTING THEREFROM a tract of land in the NW1/4SE1/4 703.5 feet, more or less, due South of the Southwest corner of the bridge abutment of former U.S. Highway 95 Bridge across Little Salmon River on the North line of said NW1/4SE1/4 and due East 129 feet, more or less, to a point on the Westerly boundary of the right-of-way of former U.S. Highway 95 as located in 1960 the TRUE POINT AND PLACE OF BEGINNING;
Thence Southerly on and along the Westerly right-of-way boundary of former U.S. Highway 95, 150 feet to a point;
Thence due West 50 feet to a point;
Thence Northerly parallel to the westerly boundary of said Highway right-of-way, 150 feet to a point;
Thence due East 50 feet to the REAL AND TRUE POINT AND PLACE OF BEGINNING on the Westerly side of said former U.S. Highway 95 right-of-way.

ALSO EXCEPTING THEREFROM the following:
Township 22 North, Range 1 East, Boise Meridian Adams, Idaho:
Section 9: a portion of the NW1/4SE1/4 and the SW1/4SE1/4 more particularly described as follows:
Commencing at a brass cap marking the ¼ corner common to Sections 9 and 16, T22NR1EBM, Adams County, Idaho, as shown on that particular Record of Survey on file as Instrument No. 75648 in the Adams County Recorder's Office;
Thence North 00°11'10" East 821.86 feet along the Westerly boundary of the SW1/4SE1/4 of said Section 9 to a 1/2" rebar, THE REAL POINT OF BEGINNING;
Thence continuing North 00°11'10" East 333.02 feet along the Westerly boundary of said SW1/4SE1/4 to a ½" rebar from which a 5/8" rebar marking the CS 1/16 corner of said Section 9 bears North 00°11'10" East 164.17 feet;
Thence South 89°53'43" East 453.68 feet to a ½" rebar;
Thence North 00°09'11" East 178.01 feet to a ½" rebar;
Thence South 89°56'42" East 384.60 feet to a ½ x 24" rebar on the Westerly right-of-way of the former U.S. Highway 95;
Thence South 32°53'57" East 290.13 feet along said Westerly right-of-way to a ½" x 24" rebar from which a brass cap right-of-way monument at Sta. 543+17 bears South 32°53'57" East 69.14 feet and a brass monument marked V.O.H.-C.W.B. bears North 75°03'18" East 10.50 feet;
Thence South 75°03'18" West 1,032.34 feet to the REAL POINT OF BEGINNING.

stewart title guaranty company

Instrument # 126071
COUNCIL, ADAMS, IDAHO
11-15-2013 08:07:41 No. of Pages: 1
Recorded for : AMERITITLE
SHERRY WARD
Ex-Officio Recorder Deputy
Index to: LETTER TESTAMENTARY
Fee: 10.00

STATE OF IDAHO } ss
COUNTY OF KOOTENAI
FILED:

2013 JUN -7 AM 11:55

CLERK DISTRICT COURT
DEPUTY

ROBINSON LAW, PLLC
1910 Northwest Blvd. Ste 200
Coeur d'Alene, ID 83814
Telephone: (208) 664-1139
Facsimile: (208) 664-1171
Virginia McNulty Robinson, ISB# 7380

Attorney for Personal Representative

STATE OF IDAHO }ss
COUNTY OF KOOTENAI }
THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE COPY OF THE ORIGINAL NOW ON FILE OR RECORD IN THIS OFFICE.
SEALED ON THIS 31 DAY OF 10
CLIFFORD T. HAYES, CLERK OF THE DISTRICT COURT BY
Deputy

FIRST JUDICIAL DISTRICT KOOTENAI COUNTY
CLERK OF COURT
STATE OF IDAHO

Pg 1 of 1

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO IN AND FOR THE COUNTY OF KOOTENAI

IN THE MATTER OF THE ESTATE OF WILFRED E. SCHNEBERGER,

Deceased.

Case No. CV-13- 4065

LETTERS OF ADMINISTRATION

1. Ronald W. Schneberger was duly appointed and qualified as Personal Representative of the estate of the above-named Decedent on the 5 day of JUNE, 2013, by the Magistrate Acting as Registrar with all authority pertaining thereto.

2. Administration of the estate is unsupervised.

These Letters are issued to evidence the appointment, qualification and authority of said Personal Representative to perform his legal obligations as required by law.

WITNESS my signature and the Seal of the Court this 5 day of JUNE, 2013.

Magistrate #256

6/7/13 mailed 2 cert copies atty

QUITCLAIM DEED

Instrument # 121439
COUNCIL, ADAMS, IDAHO
2-9-2011 04:10:35 No. of Pages: 2
Recorded for : WILFRED SCHNEBERGER
SHERRY WARD Fee: 13.00
Ex-Officio Recorder Deputy
Index to: DEED

RECORDER USE ONLY

FOR VALUABLE CONSIDERATION, The receipt and sufficiency of which are hereby acknowledged, Geraldine Willsey the Grantor___, whose address is 6143 N 4th St Dalton Garden ID 83815 do____ hereby remise, release and forever quitclaim unto Wilfred E Schneberger, the Grantee___, whose address is 6143 N 4th St Dalton Gardens ID 83815 _____ and __h____ heirs, successors and assigns, all of the Grantor's right, title and interest, including after-acquired title, in the following described premises, in Pinehurst, County of Adams, State of Idaho, to-wit:

Approx 19.75 Acres

4 Acres useable land, with small house and outside shed

T22N R1E Sec 9

Tax #1664 IN W2SE4

19.75 Acres

Parcel # RP22N01E097825A

SEE ATTACHMENT "A"

together with their appurtenances.

Dated: January 27, 2011

Geraldine G Willsey

State of Idaho, County of ~~Idaho~~ Kootenai

On this 27 day of January, 2011, before me a notary public in and for said State, personally appeared Geraldine G. Willsey

known or proved to me to be the person__ whose name is____ subscribed to the within instrument and acknowledged to me that She executed the same.

SHANNON L. BRICKWEDEL
Notary Public
State of Idaho

Shannon L. Brickwedel
Notary Public for the State of Idaho
Residing at CDA ID
My Commission Expires 6-12-15

LAW SHOP OF NI FORM

Attachment "A"

A portion of the Southwest Quarter of the Southeast Quarter (SW1/4SE1/4) and the Northwest Quarter of the Southeast Quarter (NW1/4SE1/4) lying on the westerly side of the right of way of the former U.S. Highway 95 (F.A.P. No. 9-C 1936) described more fully as follows:

Commencing at a point in the Southwest Quarter of the Southeast Quarter (SW1/4SE1/4) marked by a concrete post with a Brass Cap Monument bearing letters "VOH" and "CWB", which monument is approximately 335 feet southeasterly from the point of intersection between said westerly right of way and the north line of said Southwest Quarter of the Southeast Quarter (SW1/4SE1/4).

Thence, North 32°35' West 285.0 feet along the boundary of the former U.S. Highway 95 to a point, the True Point and Place of Beginning;

Thence, due West 400.0 feet to a point;

Thence South 0°03' East 178.0 feet to a point;

Thence due West 466.37 feet to a point on the westerly boundary line of said Southwest Quarter of the Southeast Quarter (SW1/4SE1/4);

Thence North along the westerly boundary of the said Southwest Quarter of the Southeast Quarter (SW1/4SE1/4) and the Northwest Quarter of the Southeast Quarter (NW1/4SE1/4) to the Northwest (NW) corner of the Northwest Quarter of the Southeast Quarter (NW1/4SE1/4);

Thence in an easterly direction, along the North (N) boundary line of the Northwest Quarter of the Southeast Quarter (NW1/4SE1/4) to a point intersected by the westerly boundary line of the right of way of the former U.S. Highway 95;

Thence in a southeasterly direction along the westerly boundary line of the former U.S. Highway 95 to the True Point and Place of Beginning;

BUT EXCEPTING THEREFROM a tract of land in the Northwest Quarter of the Southeast Quarter (NW1/4SE1/4) 703.5 feet, more or less, due South of the Southwest (SW) corner of the bridge abutement of former U.S. Highway 95 Bridge across Little Salmon River on the North line of said Northwest Quarter of the Southeast Quarter (NW1/4SE1/4) and due East 129 feet, more or less, to a point on the westerly boundary of the right of way of former U.S. Highway 95 as locate in 1960, the true point and place of beginning of this excepted tract of land; thence from the real and true point and place of beginning southerly on and along the westerly right of way boundary of the former U.S. Highway 95, 150 feet to a point;

Thence due West 50 feet to a point;

Thence Northerly parallel to the westerly boundary of said Highway right of way, 150 feet to a point;

Thence due East 50 feet to the real and true point and place of beginning on the westerly side of said former U.S. Highway 95 right of way.

Customer Reference No. 9958043
Underwriter: Stewart Title Guaranty Company

AmeriTitle
110 Illinois Ave. Council, ID 83612
(208)253-6144 FAX (208)253-6166

PRELIMINARY TITLE COMMITMENT ATTACHED

Date: October 22, 2015 **File No.:** 69778AM

Property: 5641 Pines Road, New Meadows, ID 83654

Buyer/Borrower: Victoria L. Melton

Your contacts for this transaction are as follows:

Escrow Officer:

Stephanie Wright
stephanie.wright@ameritite.com
(208) 634-6363

Title Officer

Julie Wilson
julie.wilson@amerititle.com
(208) 253-6144

Customer Reference No. 9958043
Underwriter: Stewart Title Guaranty Company

AmeriTitle
110 Illinois Ave. Council, ID 83612
(208)253-6144 FAX (208)253-6166

In an effort to assure that your transaction goes smoothly, please review the following checklist and contact your Escrow Officer or Title Officer if you answer "Yes" to any of the following:

- **Will you be using a Power of Attorney?**
- **Are any of the parties in title incapacitated or deceased?**
- **Has a change in marital status occurred for any of the principals?**
- **Will the property be transferred into or from a trust, partnership, corporation or Limited Liability Company?**
- **Has there been any construction on the property in the last six months?**

Remember, all parties signing documents must have a current driver's license or other valid, government issued photo I.D.

Customer Reference No. 9958043
Underwriter: Stewart Title Guaranty Company

ALTA Plain Language Commitment Form

INFORMATION

The Title Insurance Commitment is a legal contract between you and the Company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy form, if you ask.

The Policy contains an arbitration clause. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or you as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT. YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.

If you have any questions about the Commitment, contact your title officer, Julie Wilson

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AGREEMENT TO ISSUE POLICY

SCHEDULE A

1. Commitment Date
2. Policies to be Issued, Amounts and Proposed Insureds
3. Interest in the Land and Owner
4. Description of the Land

SCHEDULE B-I -- REQUIREMENTS

SCHEDULE B-II -- EXCEPTIONS

CONDITIONS

Customer Reference No. 9958043
Underwriter: Stewart Title Guaranty Company

TITLE INSURANCE COMMITMENT

BY

Stewart Title Guaranty Company

AGREEMENT TO ISSUE POLICY

We agree to issue a policy to you according to the terms of the Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

The Requirements in Schedule B-I.

The Exceptions in Schedule B-II.

The Conditions.

This Commitment is not valid without SCHEDULE A and Sections I and II of SCHEDULE B.

Countersigned by:

Julie E Wilson
Authorized Countersignature

stewart
title guaranty company

Matt Morris
President and CEO

AmeriTitle
110 Illinois Ave.
Council, ID 83612

STEWART TITLE GUARANTY INCORPORATED CO 1908 TEXAS

Denise Carraux
Secretary

Customer Reference No. 9958043
Underwriter: Stewart Title Guaranty Company

SCHEDULE A

Order No.: **69778AM**

1. Effective date: **September 16, 2015 at 7:30 A.M**

2. Policy or Policies to be issued:

(a) **ALTA Loan Policy (6-17-06)**	[X]	**Standard Coverage SMART**	[ ]	**Extended Coverage**
			Amount:	**$99,999.00**
			Premium:	**$150.00**

Endorsements:

Proposed Insured:

Idaho Central Credit Union

3. FEE SIMPLE interest in the Land described in this Commitment is owned, at the Commitment Date, by:

Victoria L. Melton, an unmarried woman

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

Township 22 North, Range 1 East, Boise Meridian Adams, Idaho:
Section 9: a portion of the SW1/4SE1/4 and the NW1/4SE1/4 lying on the Westerly side of the right-of-way of the former U.S. Highway 95 (F.A.P. No. 9-C 1936) more particularly described as follows:

Commencing at a point in the SW1/4SE1/4 marked by a concrete post with brass cap monument bearing letters "VOH" AND "CWB", which monument is approximately 335 feet Southeasterly from the point of intersection between said Westerly right-of-way and the North line of said SW1/4SE1/4;
Thence North 32°35" West 285.0 feet along the boundary of former U.S. Highway 95 to a point, the TRUE POINT AND PLACE OF BEGINNING;
Thence due West 400.0 feet to a point;
Thence South 0°03' East 178.0 feet to a point;
Thence due West 466.37 feet to a point on the Westerly boundary of said SW1/4SE1/4;
Thence North along the Westerly boundary of said SW1/4SE1/4 and the NW1/4SE1/4 to the Northwest corner of the NW1/4SE1/4;
Thence in an Easterly direction, along the North boundary line of the NW1/4SE1/4 to a point of intersected by the Westerly boundary line of the right-of-way of the former U.S. Highway 95;
Thence in a Southeasterly direction along the Westerly boundary line of former U.S. Highway 95 to the TRUE POINT AND PLACE OF BEGINNING.

EXCEPTING THEREFROM a tract of land in the NW1/4SE1/4 703.5 feet, more or less, due South of the Southwest corner of the bridge abutment of former U.S. Highway 95

Bridge across Little Salmon River on the North line of said NW1/4SE1/4 and due East 129 feet, more or less, to a point on the Westerly boundary of the right-of-way of former U.S. Highway 95 as located in 1960 the TRUE POINT AND PLACE OF BEGINNING;
Thence Southerly on and along the Westerly right-of-way boundary of former U.S. Highway 95, 150 feet to a point;
Thence due West 50 feet to a point;
Thence Northerly parallel to the westerly boundary of said Highway right-of-way, 150 feet to a point;
Thence due East 50 feet to the REAL AND TRUE POINT AND PLACE OF BEGINNING on the Westerly side of said former U.S. Highway 95 right-of-way.

ALSO EXCEPTING THEREFROM the following:
Township 22 North, Range 1 East, Boise Meridian Adams, Idaho:
Section 9: a portion of the NW1/4SE1/4 and the SW1/4SE1/4 more particularly described as follows:
Commencing at a brass cap marking the ¼ corner common to Sections 9 and 16, T22NR1EBM, Adams County, Idaho, as shown on that particular Record of Survey on file as Instrument No. 75648 in the Adams County Recorder's Office;
Thence North 00°11'10" East 821.86 feet along the Westerly boundary of the SW1/4SE1/4 of said Section 9 to a 1/2" rebar, THE REAL POINT OF BEGINNING;
Thence continuing North 00°11'10" East 333.02 feet along the Westerly boundary of said SW1/4SE1/4 to a ½" rebar from which a 5/8" rebar marking the CS 1/16 corner of said Section 9 bears North 00°11'10" East 164.17 feet;
Thence South 89°53'43" East 453.68 feet to a ½" rebar;
Thence North 00°09'11" East 178.01 feet to a ½" rebar;
Thence South 89°56'42" East 384.60 feet to a ½ x 24" rebar on the Westerly right-of-way of the former U.S. Highway 95;
Thence South 32°53'57" East 290.13 feet along said Westerly right-of-way to a ½" x 24" rebar from which a brass cap right-of-way monument at Sta. 543+17 bears South 32°53'57" East 69.14 feet and a brass monument marked V.O.H.-C.W.B. bears North 75°03'18" East 10.50 feet;
Thence South 75°03'18" West 1,032.34 feet to the REAL POINT OF BEGINNING.

Customer Reference No. 9958043
Underwriter: Stewart Title Guaranty Company

SCHEDULE B - SECTION I

REQUIREMENTS

The following requirements must be met:

a. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
b. Pay us the premiums, fees and charges for the policy.
c. Documents satisfactory to us creating the interest in the Land and/or the Mortgage to be insured must be signed, delivered and recorded.
d. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the Land or who will make a loan on the Land. We may then make additional requirements or exceptions.

Note No. 1: In the event this transaction fails to close and this commitment is cancelled a fee will be charged complying with the state insurance code.

Note No. 2: According to the available County Assessor's Office records, the purported address of said land is:
5641 Pines Road, New Meadows, ID 83654

Note No. 3: Any map or sketch enclosed as an attachment herewith is furnished for informational purposes only to assist in property location with reference to streets and other parcels. No representation is made as to accuracy and the company assumes no liability for any loss occurring by reason of reliance thereon.

Note No. 4: As of the date hereof there are no matters against Victoria L. Melton which would appear as exceptions in the policy to issue, except as shown herein.

Note No. 5: We find the following activity in the past 24 months regarding transfer of title to subject property:
Personal Representaives Deed:
Grantor: Ronald W. Schneberger, as personal representative of the estate of Wilfred E. Schneberger, deceased
Grantee: Victoria L. Melton, an unmarried woman
Recorded: 7th day of November, 2013
Instrument No.: 126022

Note No. 6: Taxes, including any assessments collected therewith, for the year shown below are paid:
Amount: $466.24
Year: 2014
Parcel No.: RP22N01E097825A
Taxes as paid include the following exemptions: none

Customer Reference No. 9958043
Underwriter: Stewart Title Guaranty Company

SCHEDULE B - SECTION II

EXCEPTIONS

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof..
3. Easements, liens or encumbrances, or claims thereof, which are, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortages in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records..
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights,, claims or title to water.
6. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Any adverse claim based upon the assertion that
   a) Some portion of the Land forms the bed or bank of a navigable river or lake, or lies below the mean high water mark thereof;
   b) The boundary of the Land has been affected by a change in the course or water level of a navigable river or lake;
   c) The Land is subject to water rights, claims or title to water
8. Agreements, if any, related to future assessment obligation not yet due and payable, which appear in the public records.
9. Agreements, covenants, conditions, restrictions and/or declarations affecting title, or violations thereof, if any, which appear in the public records or are shown in any recorded subdivision map or survey.
10. Easements or encroachments, if any, which appear in the public records or are shown on any recorded subdivision map or survey.
11. Any reservation or conveyance of minerals, gas, oil, sand, gravel or timber, or rights related thereto, including leases of said interests, which appear in the public records.
12. Taxes, including any assessments collected therewith, for the year 2015 which are a lien not yet due and payable.

13. A Deed of Trust, including the terms and provisions thereof, to secure the amount noted below and other amounts secured thereunder, if any:
    Amount: $111,760.00
    Trustor/Grantor: Victoria L. Melton, an unmarried woman
    Trustee: Amerititle
    Beneficiary: Mortgage Electronic Registration Systems, Inc. (MERS), solely as nominee for Academy Mortgage Corporation
    Dated: October 30, 2013
    Recorded: November 7, 2013
    Instrument No.: 126023

END OF SCHEDULE B

CONDITIONS

1. DEFINITIONS

(a) "Mortgage" means mortgage, deed of trust or other security instrument. (b) "Public Records" means title records that give constructive notice of matters affecting your title according to the state statutes where your land is located.

2. LATER DEFECTS

The Exceptions in Schedule B - Section II may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attach between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section I are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

Comply with the Requirements shown in Schedule B - Section I

or

Eliminate with our written consent any Exceptions shown in Schedule B - Section II.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms.

Customer Reference No. 9958043
Underwriter: Stewart Title Guaranty Company

AMERITITLE, INC.
PRIVACY POLICY NOTICE
As of July 15, 2015

PURPOSE OF THIS NOTICE

AmeriTitle, Inc., (the "Company") shares your concerns about privacy. The Company is committed to respecting the privacy of our customers. Therefore, in accordance with Federal and State laws and regulations, we are providing you with this notice of how we might use the information about you which we gather in the process of issuing a policy of title insurance and closing your real estate transaction.

Title V of the Gramm-Leach-Bliley Act (GLBA) and the laws of the State in which you reside generally prohibit us from sharing non-public personal information about you with a third party unless we provide you with this notice of our privacy policies and practices, such as the type of information that we collect about you and the categories of persons or entities to whom that information might be disclosed. In compliance with GLBA and the laws of this State, we are providing you with this document, which notifies you of the privacy policies and practices of the Company.

Our Privacy Policies and Practices

Information we collect and sources from which we collect it:
We do not collect any nonpublic information about you other than the following:

- Information we receive from you or from your attorney or other representatives on applications or other forms, such as your name, address, telephone number, or social security number
- Information about your transactions with us, such as description, price, or terms
- In addition, we may collect other nonpublic personal information about you from affiliated/nonaffiliated third parties, such as individuals and companies other than those proposed for coverage, which may include information in documents received from your lender

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional information will be collected about you.

Information we disclose to third parties
In the course of our general business practices, we may disclose the information that we collect (as described above) about you or others without your permission to the following types of institutions for the reasons described:

- Financial Service Providers:
    - To an insurance institution, agent, or credit reporting agency in order to detect or prevent criminal activity, fraud or misrepresentation in connection with an insurance transaction;
    - To an insurance institution, agent, or credit reporting agency for either this Company or the entity to which we disclose the information to perform a function in connection with an insurance transaction involving you.
- Others:
    - To an insurance regulatory authority, law enforcement, or other governmental authority in order to protect our interests in preventing or prosecuting fraud, or if we believe that you have conducted illegal activities;
    - To a third party such as a surveying, real estate tax research or municipal data firm if the disclosure will enable that party to perform a business, professional or insurance function for us;
    - To an actuarial or research organization for the purpose of conducting actuarial or research studies.

The disclosures described above are permitted by law. We require any third party who receives information from us to agree to not disclose or use the information provided other than to carry out the purpose(s) for which it was disclosed.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH AFFILIATES OR NON-AFFILIATED THIRD PARTIES FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

Your right to access and amend your personal information:
You have the right to request access to the personal information that we record about you. Your right includes the right to know the source of the information and the identity of the persons, institutions or types of institutions to whom we have disclosed such information within 2 years prior to your request. Your right includes the right to view such information and copy it in person, or request that a copy of it be sent to you by mail (for which we may charge you a reasonable fee to cover our costs). Your right also includes the right to request corrections, amendments or deletions of any information in our possession. The procedures that you must follow to request access to or an amendment of your information are as follows:

To obtain access to your information from AmeriTitle.: You should submit a request in writing to:

Compliance Officer
AmeriTitle, Inc.
15 Oregon Avenue
Bend, OR 97701

The request should include your name, address, policy number, telephone number and the information to which you would like access. The request should state whether you would like access in person or a copy of the information sent to you by mail. Upon receipt of your request, we will contact you within 30 business days to arrange providing you with access in person or the copies that you have requested.

To correct amend or delete any of your information: You should submit a request in writing to the address referenced directly above. The request should include your name, address, policy number, telephone number, the specific information in dispute, and the identity of the document or record that contains the disputed information. Upon receipt of your request, we will contact you within 30 business days to notify you either that we have made the correction, amendment or deletion, or that we refuse to do so and the reasons for the refusal which you will have an opportunity to challenge.

Our practices regarding information confidentiality and security:
We restrict access to nonpublic information about you to those employees need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Our policy regarding dispute resolution:
In the event you believe the Company has not complied with the Privacy Policies and Practices as set forth in this Notice, you must give the Company notice in writing addressed to the Compliance Officer at the above address setting forth the reasons for such non-compliance. The Company shall not be deemed to be in breach of the Privacy Policies and Practices unless is has not resolved or explained or resolved the issues set forth in such notice within thirty (30) days to your reasonable satisfaction. All claims arising under this Notice shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Reservation of the right to disclose information in unforeseen circumstances:
In connection with the potential sale or transfer of its interests, the Company reserves the right to sell or transfer your information (including but not limited to your address, name, age, sex, zip code, state and country of residency and other information that you provide through other communications) to a third party entity that (1) concentrates its business in a similar practice or service; (2) agrees to be a successor in interest of the Company with regard to the maintenance and protection of the information collected; and (3) agrees to the obligations of this privacy statement.

Other Important Information:
The Company's website may contain links to other websites or Internet resources. The Company does not endorse or otherwise accept responsibility for the content or privacy policies of those websites or Internet resources.

The Company reserves the right to modify this Privacy Policy at any time. We will promptly reflect any such modifications in this document and, when we do, we will revise the "effective as of" date noted above. Any updated version of this Privacy Policy will be effective as of that date.

Instrument # 128849
COUNCIL, ADAMS, IDAHO
10-30-2015 09:51:47 AM No. of Pages: 12
Recorded for : AMERITITLE
SHERRY WARD Fee: 43.00
Ex-Officio Recorder Deputy
Index to: DEED OF TRUST

WHEN RECORDED, MAIL TO:
Idaho Central Credit Union
PO Box 2469
Pocatello, IDAHO 83206

This instrument was prepared by:
Idaho Central Credit Union
4400 Central Way
Chubbuck, IDAHO 83202
208-478-3300

69778AM [Space Above This Line For Recording Data]

DEED OF TRUST

DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated **October 23, 2015**, together with all Riders to this document.

(B) "Borrower" is **Victoria L Melton, an unmarried woman.** Borrower is the trustor under this Security Instrument.

(C) "Lender" is **Idaho Central Credit Union**, organized and existing under the laws of **Idaho.**
Lender's address is **4400 Central Way, Chubbuck, IDAHO 83202.** Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is **Ameritite- Valley**
Trustee's Address is **507 E Pine St, Mc Call, IDAHO 83638 Valley County.**

(E) "Note" means the promissory note signed by Borrower and dated **October 23, 2015.** The Note states that Borrower owes Lender **NINETY-EIGHT THOUSAND FOUR HUNDRED SEVENTY AND NO/100** Dollars (U.S. **$98,470.00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **November 1, 2025.**

(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 [check box as applicable]:

☐ Adjustable Rate Rider	☐ Condominium Rider	☐ Second Home Rider
☐ Balloon Rider	☐ Planned Unit Development Rider	☐ VA Rider
☐ 1-4 Family Rider	☐ Biweekly Payment Rider	
☐ Other [Specify]		

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

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

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

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

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

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

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

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

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

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of **Adams**:

Please see attached "A."

Parcel ID Number: **RP22N01E097825A**

which currently has the address of **5641 Pines Rd**
New Meadows, IDAHO 83654 ("Property Address"):

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

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

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

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.

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 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are 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 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 the outstanding principal balance under the Note immediately prior to foreclosure. 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: (a) interest due under the Note; (b) principal due under the Note; (c) 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. Borrower 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 15 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 (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) 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 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 12 monthly payments. If there is a deficiency 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 deficiency in accordance with RESPA, but in no more than 12 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, 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: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) 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. 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.

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 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 (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) 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. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. 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.

8. 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.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) 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 (c) 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: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) 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 9, 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 9.

Any amounts disbursed by Lender under this Section 9 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.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the 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 non-refundable 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 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 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has – if any – with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. 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 fails 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 19, 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 in Section 2.

12. 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.

13. 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 18, 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 20) and benefit the successors and assigns of Lender.

14. 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, 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.

15. 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 notice 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 Property 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.

16. 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 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: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

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

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "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 Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. 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: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) 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, 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 right to reinstate shall not apply in the case of acceleration under Section 18.

20. 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 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 15) 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 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "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; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in

Environmental Law; and (d) 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 (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) 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 (a) 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, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) 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:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

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. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law.

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

25. Area and Location of Property. The Property is (a) located within an incorporated city or village; (b) not more than 80 acres, regardless of its location, provided it is not principally used for the agricultural production of crops, livestock, dairy or aquatic goods; or (c) not more than 40 acres, regardless of its use or location.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

_____ -Witness

_____ -Witness

Victoria L. Melton (Seal)
Victoria L Melton -Borrower

_____ (Seal)
-Borrower

STATE OF IDAHO, Valley **County ss:**

On this 26 day of October, 2015, before me, Robin Richardson, a Notary Public in and for said county and state, personally appeared **Victoria L Melton**, known or proved to me to be the person(s) who executed the foregoing instrument, and acknowledged to me that he/she/they executed the same.
In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Robin Richardson
Notary Public, residing at: New Meadows

My Commission Expires: 5/2/18

Loan originator (organization): **Idaho Central Credit Union**; NMLS #: **433926**
Loan originator (individual): **Johnny Hill**; NMLS #: **186352**

ROBIN RICHARDSON NOTARY PUBLIC STATE OF IDAHO

EXHIBIT "A"

69778AM

Township 22 North, Range 1 East, Boise Meridian Adams, Idaho:
Section 9: a portion of the SW1/4SE1/4 and the NW1/4SE1/4 lying on the Westerly side of the right-of-way of the former U.S. Highway 95 (F.A.P. No. 9-C 1936) more particularly described as follows:

Commencing at a point in the SW1/4SE1/4 marked by a concrete post with brass cap monument bearing letters "VOH" AND "CWB", which monument is approximately 335 feet Southeasterly from the point of intersection between said Westerly right-of-way and the North line of said SW1/4SE1/4;
Thence North 32°35" West 285.0 feet along the boundary of former U.S. Highway 95 to a point, the TRUE POINT AND PLACE OF BEGINNING;
Thence due West 400.0 feet to a point;
Thence South 0°03' East 178.0 feet to a point;
Thence due West 466.37 feet to a point on the Westerly boundary of said SW1/4SE1/4;
Thence North along the Westerly boundary of said SW1/4SE1/4 and the NW1/4SE1/4 to the Northwest corner of the NW1/4SE1/4;
Thence in an Easterly direction, along the North boundary line of the NW1/4SE1/4 to a point of intersected by the Westerly boundary line of the right-of-way of the former U.S. Highway 95;
Thence in a Southeasterly direction along the Westerly boundary line of former U.S. Highway 95 to the TRUE POINT AND PLACE OF BEGINNING.

EXCEPTING THEREFROM a tract of land in the NW1/4SE1/4 703.5 feet, more or less, due South of the Southwest corner of the bridge abutment of former U.S. Highway 95 Bridge across Little Salmon River on the North line of said NW1/4SE1/4 and due East 129 feet, more or less, to a point on the Westerly boundary of the right-of-way of former U.S. Highway 95 as located in 1960 the TRUE POINT AND PLACE OF BEGINNING;
Thence Southerly on and along the Westerly right-of-way boundary of former U.S. Highway 95, 150 feet to a point;
Thence due West 50 feet to a point;
Thence Northerly parallel to the westerly boundary of said Highway right-of-way, 150 feet to a point;
Thence due East 50 feet to the REAL AND TRUE POINT AND PLACE OF BEGINNING on the Westerly side of said former U.S. Highway 95 right-of-way.

ALSO EXCEPTING THEREFROM the following:
Township 22 North, Range 1 East, Boise Meridian Adams, Idaho:
Section 9: a portion of the NW1/4SE1/4 and the SW1/4SE1/4 more particularly described as follows:

Commencing at a brass cap marking the ¼ corner common to Sections 9 and 16, T22NR1EBM, Adams County, Idaho, as shown on that particular Record of Survey on file as Instrument No. 75648 in the Adams County Recorder's Office;
Thence North 00°11'10" East 821.86 feet along the Westerly boundary of the SW1/4SE1/4 of said Section 9 to a 1/2" rebar, THE REAL POINT OF BEGINNING;
Thence continuing North 00°11'10" East 333.02 feet along the Westerly boundary of said SW1/4SE1/4 to a ½" rebar from which a 5/8" rebar marking the CS 1/16 corner of said Section 9 bears North 00°11'10" East 164.17 feet;
Thence South 89°53'43" East 453.68 feet to a ½" rebar;
Thence North 00°09'11" East 178.01 feet to a ½" rebar;
Thence South 89°56'42" East 384.60 feet to a ½ x 24" rebar on the Westerly right-of-way of the former U.S. Highway 95;
Thence South 32°53'57" East 290.13 feet along said Westerly right-of-way to a ½" x 24" rebar from which a brass cap right-of-way monument at Sta. 543+17 bears South 32°53'57" East 69.14 feet and a brass monument marked V.O.H.-C.W.B. bears North 75°03'18" East 10.50 feet;
Thence South 75°03'18" West 1,032.34 feet to the REAL POINT OF BEGINNING.

Instrument # 137804
COUNCIL, ADAMS, IDAHO
06-16-2021 1:14:02 PM No. of Pages: 1
Recorded for: PIONEER LENDER TRUSTEE SERVICES
SHERRY WARD Fee: $15.00
Ex-Officio Recorder Adam's County:
Indexed to: SUB OF TRUSTEE AND DEED OF RECON

AFTER RECORDING RETURN TO:
Pioneer Lender Trustee Services -Recons
8151 W. Rifleman St.
Boise, ID 83704

711596835

DESIGNATION OF SUCCESSOR TRUSTEE AND DEED OF RECONVEYANCE

Idaho Central Credit Union, the current beneficiary under a Deed of Trust dated 10/23/2015, executed by Victoria L Melton, an unmarried woman , as Grantor(s) whose address is 5641 Pines Rd., New Meadows, Idaho recorded in the Official Records of Adams County, Idaho, on the date of 10/30/2015, as Instrument No. 128849, does appoint for reason of its convenience, Pioneer Title Company of Ada County, successor trustee; and having received full payment of the obligations secured by said Trust Deed does direct successor trustee to reconvey the real property described in said Trust Deed, without covenant or warranty, express or implied, to the persons legally entitled thereto, all of the estate held by the successor trustee in and to said real property by virtue of said Trust Deed.

Idaho Central Credit Union

BY: Naomi E Barrett

Naomi E Barrett, Assistant Secretary of Pioneer Title Company of Ada County dba Pioneer Lender Trustee Services, attorney in fact for Idaho Central Credit Union

State of Idaho)
County of Ada)ss
This record was acknowledged before me on the 15 day of June, 2021 by Naomi E Barrett, Assistant Secretary of Pioneer Title Company of Ada County dba Pioneer Lender Trustee Services as attorney in fact for Idaho Central Credit Union.

J. Zabriskie
Notary Public:
My commission expires: 31 10 2027
Resides at: Caldwell ID

J. ZABRISKIE
COMMISSION #20210865
NOTARY PUBLIC
STATE OF IDAHO

The successor trustee having received from the beneficiary under said trust deed a written request to reconvey, reciting that the obligation secured by said trust deed has been fully paid and performed, hereby does grant, bargain, sell and convey, but without any covenant or warranty, express or implied, to the person or persons legally entitled thereto, all of the estate held by the undersigned in and to said described premises by virtue of said trust deed.

Dated 6/15/21

Pioneer Title Company of Ada County dba Pioneer Lender Trustee Services

Naomi E Barrett

Naomi E Barrett, Assistant Secretary

State of Idaho)
County of Ada)ss

This record was acknowledged before me on the 15 day of June, 2021 by Naomi E Barrett, Assistant Secretary of Pioneer Title Company of Ada County dba Pioneer Lender Trustee Services.

J. Zabriskie
Notary Public:
My commission expires: 31 10 2027
Resides at: Caldwell ID

J. ZABRISKIE
COMMISSION #20210865
NOTARY PUBLIC
STATE OF IDAHO

Instrument # 129033
COUNCIL, ADAMS, IDAHO
12-28-2015 01:50:19 PM No. of Pages: 1
Recorded for : TRUSTEE SERVICES, INC.
SHERRY WARD
Ex-Officio Recorder Deputy
Fee: 10.00
Index to: DEED OF RECONVEYANCE

When Recorded Mail To:
Trustee Services, Inc.
P.O. Box 2980
Silverdale, WA 98383-2980

Substitution of Trustee & Deed of Reconveyance

MIN # 100060800023844895 MERS PHONE # 800-646-6377
TSI No.: L454910G

Whereas, the undersigned is the owner of the beneficial interest secured by that certain Deed of Trust described below and does hereby appoint **Kevin P. Moran, Attorney at Law, whose address is 9057 Washington Avenue NW, Silverdale, WA 98383** as Successor Trustee. Kevin P. Moran, Attorney at Law hereby accepts said appointment as Successor Trustee and pursuant to the request of the owner of the beneficial interest, does hereby reconvey without warranty to the person(s) entitled thereto, all estate now held by it under said Deed of Trust.

Trustor: VICTORIA L MELTON

Trustee: AMERITITLE

Lender: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS), AS DESIGNATED NOMINEE FOR IDAHO HOUSING AND FINANCE ASSOCIATION, BENEFICIARY OF THE SECURITY INSTRUMENT, IT'S SUCCESSORS AND ASSIGNS

Dated:10/30/2013		Recorded: 11/07/2013	Auditor's #:126023
Book/Reel:	Pg:	Re-Recorded:	Auditor's #:
Book/Reel:	Pg:		

Filed for record in ADAMS County, State of IDAHO

Dated: 12/22/2015

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS), AS DESIGNATED NOMINEE FOR IDAHO HOUSING AND FINANCE ASSOCIATION, BENEFICIARY OF THE SECURITY INSTRUMENT, IT'S SUCCESSORS AND ASSIGNS

Daniel W. Ormerod, Assistant Vice President

State of Washington, County of Kitsap
On this 12/22/2015, before me, a Notary Public qualified for said county, personally came Daniel W. Ormerod to me known to be the Assistant Vice President of the corporation that signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed, for the uses and purposes therein mentioned and on oath state that he / she is authorized to execute the said instrument.
Witness my hand and official seal on 12/22/2015

Notary Public in and for the State of Washington

Notary Public
State of Washington
Jacob A. Hamm
Commission Expires 04/29/2017

KEVIN P. MORAN

KEVIN P. MORAN, Attorney at Law

State of Washington, County of Kitsap
On this 12/22/2015, before me, a Notary Public qualified for said county, personally came KEVIN P. MORAN, Attorney at Law, known to me to be the identical person who executed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed, for the uses and purposes therein mentioned.
Witness my hand and official seal on 12/22/2015

Notary Public in and for the State of Washington

Notary Public
State of Washington
Jacob A. Hamm
Commission Expires 04/29/2017

Township 22 North, Range 1 East, Boise Meridian, Adams County, Idaho
Section 9: A tract of land situated in the SE1/4SE1/4 more particularly described as:
Commencing at the Southwest corner of said SE1/4SE1/4 of said Section, Township and Range and running
Thence North along the West line thereof a distance of 476 feet, more or less, to a point of intersection of said West line with the Westerly line of the right-of-way of U.S. Highway 95 as the same in October of 1955, was established over, upon and across said SE1/4SE1/4;
Thence Southeasterly along the Westerly line of the right-of-way of said U.S. Highway 95 a distance of 585 feet, more or less, to its point of intersection with the South line of said Section 9;
Thence West on the South line of said Section 9 a distance of 325 feet, more or less, to the REAL POINT OF BEGINNING.

BUT EXCEPTING THEREFROM a parcel of land containing 0.30 acres for highway purposes on the Southwesterly side of the survey center line of U.S. 95 Project No. F-4113(12), per plat thereof on file in the office of the Department of Highways of Idaho, more particularly described as:
Beginning at the point of intersection of the South line of Section 9, Township 22 North, Range 1 East, Boise Meridian, and the Southwesterly right-of-way line of U.S. Highway 95 as located in October 1955, which point is approximately 1009.0 feet West from the Southeast corner of said Section 9;
Thence Northwesterly along the Southwesterly right-of-way line of said U.S. Highway 95 as located in October 1955 a distance of 485.0 feet, more or less, to a point in a line parallel with and 80.0 feet distant Southwesterly from the centerline of said U.S. 95 Project No. F-4113(12) Highway Survey opposite approximate Station 536+25 of said Survey;
Thence South 25° 26′ East along said parallel line 425.0 feet, more or less, to a point opposite Station 532+00 of said Survey;
Thence South 17° 50′20″ East a distance of 36.0 feet, more or less, to a point in the South line of said Section 9;
Thence Easterly along said South line 68.0 feet, more or less, to the REAL POINT OF BEGINNING of this excepted parcel of land.

9/22/15 **TAX MASTER INQUIRY - ADAMS COUNTY**

POSSIBLE DEFERRED

PMPKEY: RP 22N01E097825 A **YEAR 2014** **BILL#** 7344
TXPKEY: **RP22N01E097825A** **BILLED TO: MELTON, VICTORIA L**
NAME MELTON, VICTORIA L **CODE AREA** 9-0000 **ACCT TYP**
BANK CIHS **FLB** **OWNER** **PUP**

ADDRESS PO BOX 41
GRANDVIEW ID 83624-0041

LEGAL T22N R1E SEC 9
TAX #1664 IN W2SE4
19.75 AC

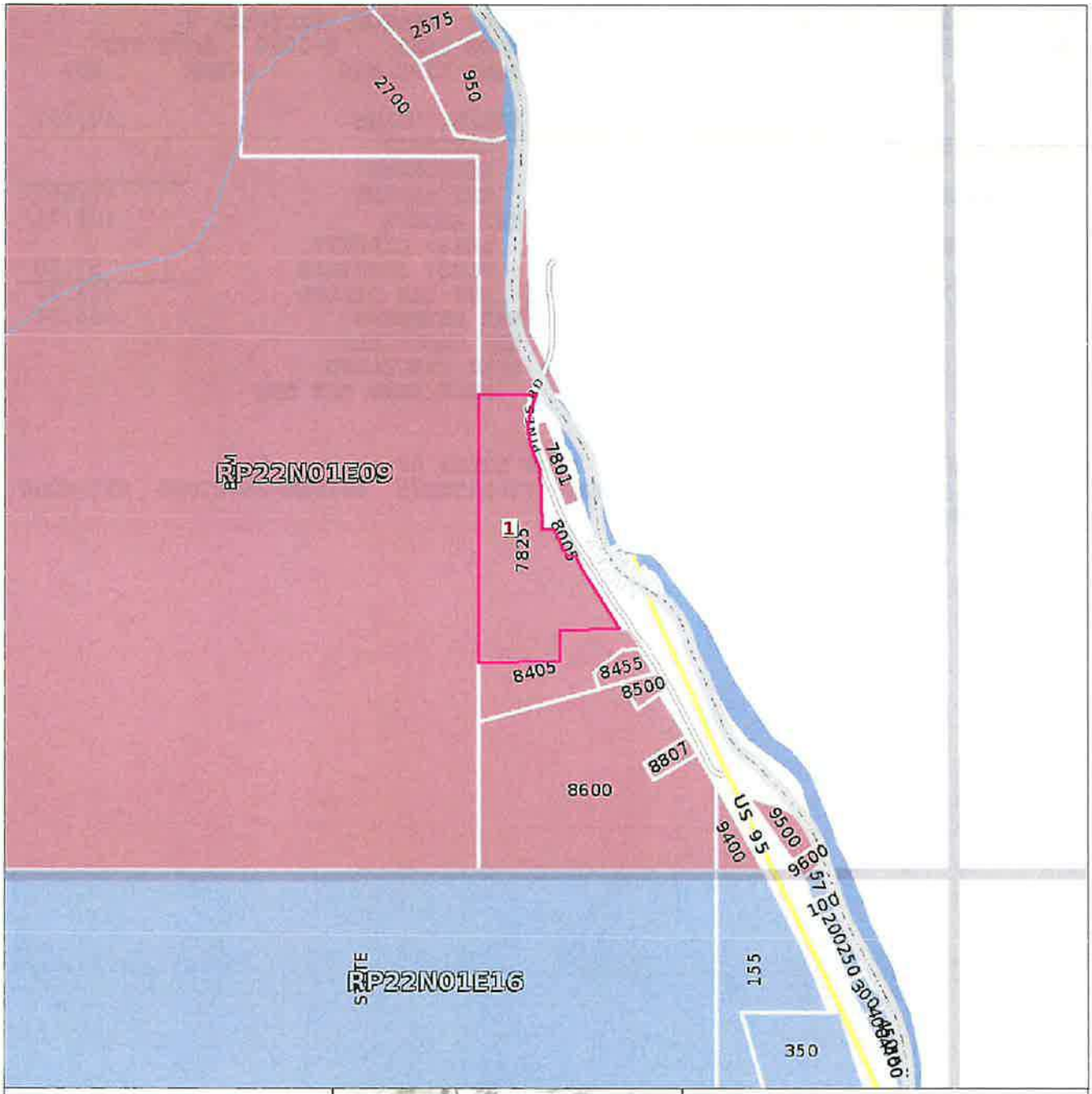
MARKET VALUE	40,697
HARDSHIP	
HOMEOWNER	
NET MARKET	40,697
TAX AMOUNT	408.74
LESS: CIRCUIT	
PLUS: SPECIALS	57.50
NET TAX BILLED	466.24
TAX PAYMENTS	466.24
TAX CANCELLED	
SPEC CANCELLED	
REMAINING TAX DUE	

5641 PINES ROAD

NEXT PARCEL# RP _____ A **OR** **NEXT BILL#** RP _____ 2014
F3=EXIT **F14=OTHER TAXES** **F2=PRT SCREEN** **F5=PAYMNTS** **F6=TRANSACTIONS** **F24=MORE**
F4=TAX COMMENTS

TAXLOT MAP

ATLIS
AMERITITLE LAND INFORMATION SYSTEM



Courtesy of:
AmeriTitle



LEGEND

County City UGB

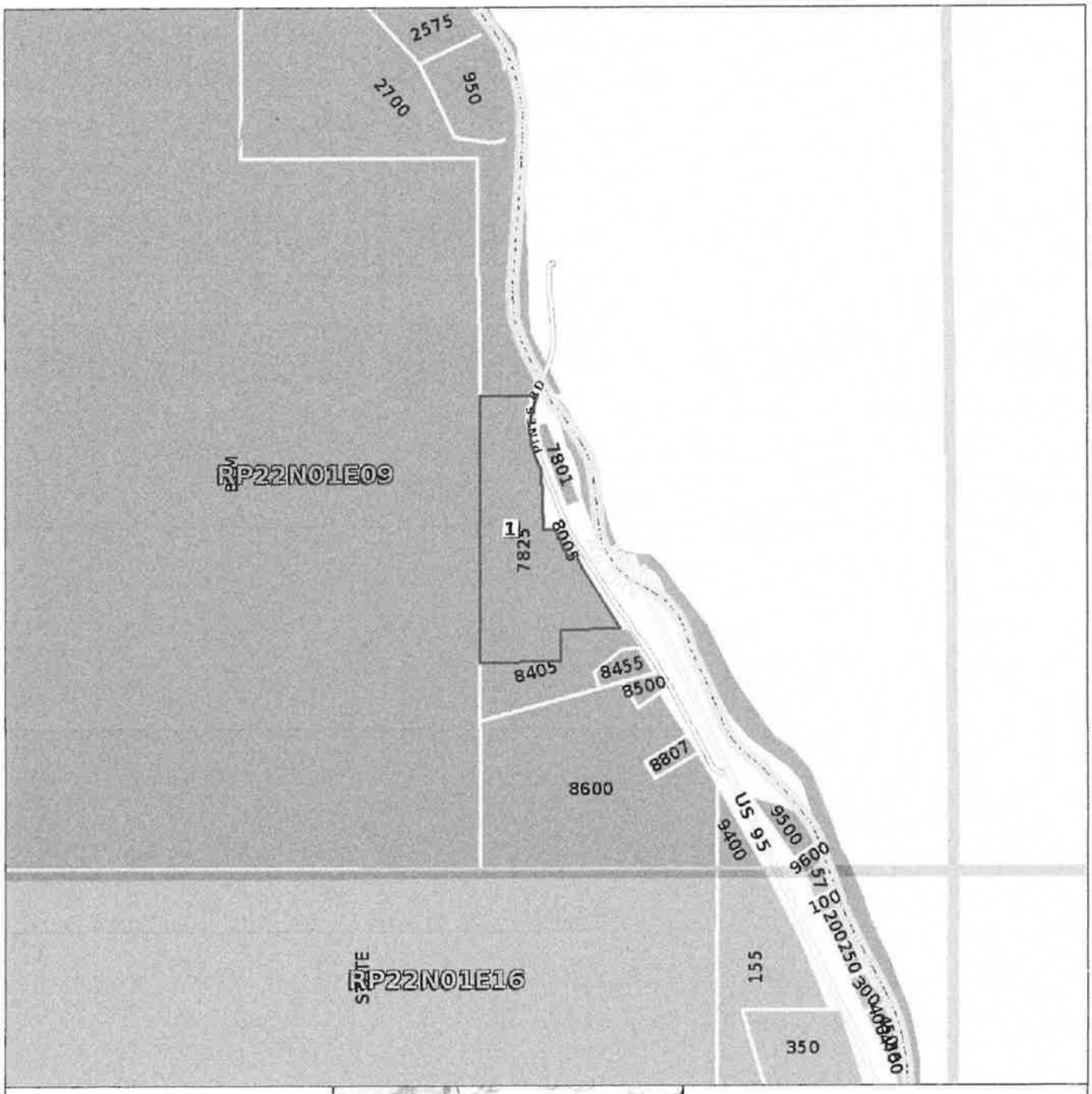
Property of Interest

Disclaimer:

This map was created from digital databases provided by the Adams County GIS Dept. AmeriTitle has provided this information as a courtesy and assumes no liability for errors, omissions, or the positional accuracy of the data, and does not warranty the fitness of this product for any particular purpose

TAXLOT MAP

ATLIS
AMERITITLE LAND INFORMATION SYSTEM





Courtesy of:
AmeriTitle

LEGEND

County City UGB

Property of Interest

Disclaimer:

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IDAHO DEPARTMENT OF
WATER RESOURCES

322 E Front Street, Suite 648, Boise ID 83702 • PO Box 83720, Boise ID 83720-0098
Phone: 208-287-4800 • Fax: 208-287-6700 • Email: idwrinfo@idwr.idaho.gov • Website: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

June 09, 2026

VICTORIA L. MELTON
5641 PINES ROAD
NEW MEADOWS ID 83654

RE: Change in Ownership Water Right No(s):

Dear Interested Parties:

The Department of Water Resources (Department) acknowledges receipt of your filing fee of $25 and a Notice of Change in Water Right Ownership.

Our review of your Notice indicates that additional information is required before the Department can process the change. The information required is indicated below:

- Confirmation of a Water Right Number. Upon investigation, our Department has located a possible Water Right(s): 78-4265B. Please provide confirmation of the correct Water Right Number.
- Evidence of Water Right Ownership: copy of Deed, Title Policy, Contract of Sale, or other legal document indicating your ownership of the property and/or water rights in question. We would need a conveyance document – warranty deed, quitclaim deed, court decree,or other document that includes a legal description of the property and/or water rights if no land is conveyed. A chain of Title from Geraldine Willsey to yourself will assist in locating this Water Right.

Because the Department cannot process the request without proper documentation, we will hold any action on your notice pending receipt of the necessary information. If we do not receive the necessary information within 30 days we will return your notice and all attachments and your request will not be processed. You can provide the requested information by sending to the address above or email to petula.lee@idwr.idaho.gov, Attn: Petula Lee.

Also, please note that water right holders are required to report any change of ownership and/or mailing address to the Department within 120 days of the change. Forms to update ownership or update your address are available from any office of the Department or on the Department's website.

If you have any questions regarding this matter, please contact me at 208-287-4978.

Sincerely,

Petula Lee
Technical Records Specialist 1

Enclosure(s)

COPY

Petula Lee

From: Shelby Seastrom <Shelby.Seastrom@amerititle.com>
Sent: Wednesday, June 24, 2026 8:58 AM
To: Victoria Melton; Petula Lee
Subject: RE: 69778AM / 5641 Pines Rd. New Meadows, ID 83654 / Title Report Request - WR# 78-7041
Attachments: -121439-DD.pdf

CAUTION: **This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.**

Good morning Petula,

Will this work for you?

Thank you.



Shelby Seastrom | Escrow Assistant
AmeriTitle, LLC
507 Pine St. | McCall, ID | 83638
2086346363 Direct
shelby.seastrom@amerititle.com | https://www.amerititle.com

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Note: To ensure a timely response, please include my assistant Shelby Seastrom at shelby.seastrom@amerititle.com on all requests. Thank you.

This message (including any attachments) contains confidential information intended for a specific individual and purpose, and is protected by law. If you are not the intended recipient, you should delete this message. Any disclosure, copying, or distribution of this message, or the taking of any action based on it by unauthorized persons, is strictly prohibited.

From: Victoria Melton <vlmelton07@gmail.com>
Sent: Tuesday, June 23, 2026 4:43 PM
To: Petula Lee <petula.lee@idwr.idaho.gov>
Cc: Stacy Kriz <Stacy.Kriz@amerititle.com>; Shelby Seastrom <Shelby.Seastrom@amerititle.com>
Subject: Re: 69778AM / 5641 Pines Rd. New Meadows, ID 83654 / Title Report Request - WR#78-7041

Please give me a update on my water right registration.

Victoria Melton

On Tue, Jun 16, 2026, 2:54 PM Petula Lee <petula.lee@idwr.idaho.gov> wrote:

Thanks. I realize this is an inconvenience!!!

Petula Lee

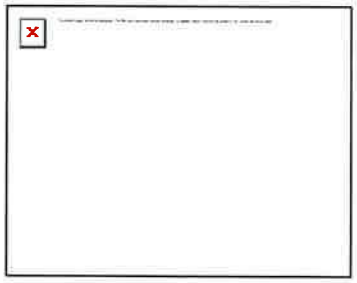
Technical Records Specialist I

Idaho Department of Water Resources

P: (208) 287-4978

E: petula.lee@idwr.idaho.gov

https://idwr.idaho.gov/



From: Stacy Kriz <Stacy.Kriz@amerititle.com>
Sent: Tuesday, June 16, 2026 2:36 PM
To: Petula Lee <petula.lee@idwr.idaho.gov>
Cc: vlmelton07@gmail.com; Shelby Seastrom <Shelby.Seastrom@amerititle.com>
Subject: RE: 69778AM / 5641 Pines Rd. New Meadows, ID 83654 / Title Report Request - WR#78-7041

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Thanks Petula. I will check with Title and get back to you.

Stacy Kriz | Escrow Officer
AmeriTitle, LLC
507 E Pine St. | McCall, ID | 83638
(208) 634-6363 Direct | (208) 634-8403 Fax
stacy.kriz@ameritite.com | https://www.ameritite.com

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From: Petula Lee <petula.lee@idwr.idaho.gov>
Sent: Tuesday, June 16, 2026 2:10 PM
To: Stacy Kriz <Stacy.Kriz@amerititle.com>
Cc: vlmelton07@gmail.com; Shelby Seastrom <Shelby.Seastrom@amerititle.com>; Petula Lee <petula.lee@idwr.idaho.gov>
Subject: RE: 69778AM / 5641 Pines Rd. New Meadows, ID 83654 / Title Report Request - WR#78-7041
Importance: High

Hi Stacy,

Thank you that satisfies #2. I need the following for remaining #1:

There should be a court document (final with county stamps) that states Ms. Willsey deeded this property over to Mr. Wilfred Schneberger. I am not sure if that document would be in the 2015 file. Ronald Schneberger can be notified to locate the document. Otherwise the county/municipal court records would have a copy.

Evidence of Water Right/Property Ownership between Geraldine Willsey to Wilfred Schneberger: copy of Deed, Title Policy, Contract of Sale, or other legal document indicating ownership of the property and/or water rights in question. We would need a conveyance document – warranty deed, quitclaim deed, court decree, or other document that includes a legal description of the property and/or water rights if no land is conveyed.

I already have the legal description. Please forward the "evidence" copy to me.

Thank you!

Petula Lee

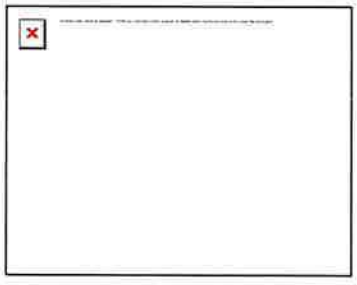
Technical Records Specialist I

Idaho Department of Water Resources

P: (208) 287-4978

E: petula.lee@idwr.idaho.gov

https://idwr.idaho.gov/



From: Stacy Kriz <Stacy.Kriz@amerititle.com>
Sent: Tuesday, June 16, 2026 12:49 PM
To: Petula Lee <petula.lee@idwr.idaho.gov>
Cc: vlmelton07@gmail.com; Shelby Seastrom <Shelby.Seastrom@amerititle.com>
Subject: FW: 69778AM / 5641 Pines Rd. New Meadows, ID 83654 / Title Report Request - WR#78-7041
Importance: High

CAUTION: This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.

Hi Petula –

I believe the attached may be what you're looking for. Please let us know how else we can help.

Best,

Stacy

Stacy Kriz | Escrow Officer
AmeriTitle, LLC
507 E Pine St. | McCall, ID | 83638
(208) 634-6363 Direct | (208) 634-8403 Fax
stacy.kriz@amerititle.com | https://www.amerititle.com

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Hi Petula –

Thank you for your email. Since the file we closed back in 2013 when Victoria purchased this property is old enough that it is no longer in our system, please see the attached copy of the Letters

From: Shelby Seastrom <Shelby.Seastrom@amerititle.com>
Sent: Tuesday, June 16, 2026 11:36 AM
To: Stacy Kriz <Stacy.Kriz@amerititle.com>
Subject: FW: 69778AM / 5641 Pines Rd. New Meadows, ID 83654 / Title Report Request - WR#78-7041
Importance: High

Hey Stacy,

Petula called wanting to know who the sellers were, I sent over a preliminary title commitment, but she's wanted way more than I thought.

This feels more complex than I originally thought. Do I need to reach out to our title department about this? Please see below for the chain of conversation.

Please Note: We will be closed Friday, June 19th in observance of Juneteenth. We will resume normal business hours on Monday, June 22nd.

Thank you,

Shelby Seastrom | Escrow Assistant
AmeriTitle, LLC
507 Pine St. | McCall, ID | 83638
2086346363 Direct
shelby.seastrom@amerititle.com | https://www.amerititle.com

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Note: To ensure a timely response, please include my assistant Shelby Seastrom at shelby.seastrom@amerititle.com on all requests. Thank you.

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From: Petula Lee <petula.lee@idwr.idaho.gov>
Sent: Tuesday, June 16, 2026 11:15 AM
To: Shelby Seastrom <Shelby.Seastrom@amerititle.com>
Cc: vlmelton07@gmail.com; Petula Lee <petula.lee@idwr.idaho.gov>
Subject: 69778AM / 5641 Pines Rd. New Meadows, ID 83654 / Title Report Request - WR#78-7041
Importance: High

Dear Shelby,

This is a preliminary title commitment. I need the final commitment or other document that conveys that a sale or title was finalized.

I spoke to Ms. Melton today. She is cced in this email. Here is what I need to process an water right ownership change for 78-7041:

1. A chain of title from Geraldine Willsey to Wilfred Schneberger to Victoria L. Melton – this can be established in a few documents. See attached letter above or below the defined acceptable documents.

Evidence of Water Right Ownership: copy of Deed, Title Policy, Contract of Sale, or other legal document indicating your ownership of the property and/or water rights in question. We would need a conveyance document – warranty deed, quitclaim deed, court decree, or other document that includes a legal description of the property and/or water rights if no land is conveyed. My guess it that there is a court document that states Ms. Willsey deeded this property over to Mr. Wilfred Schneberger. I am not sure if that document would be in the 2015 file. However Ronald can be notified to locate the document. Please forward that copy to me.

2. A court decree that appoints Ronald W. Schneberger as Personal Representative of Wilfred E. Schneberger – Ms. Melton has submitted to us the Personal Representative Deed to grant the property to Ms. Melton on behalf of Wilfred Schneberger. But we are missing the court decree that appoints Ronald Schneberger as PR of Wilfred Schneberger. It is quite possible that in 2015 file, a copy is present. Please forward a copy to me.

Attached is the IDWR Proof Report for Water Right: 78-7041

I look forward to hearing back from you. Please let me know if you have any questions. My contact info is below.

Thank you!

Petula Lee

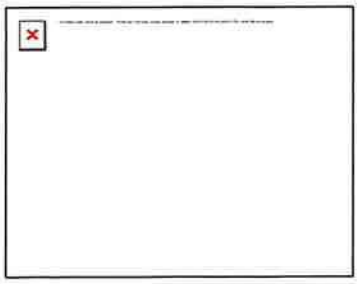
Technical Records Specialist I

Idaho Department of Water Resources

P: (208) 287-4978

E: petula.lee@idwr.idaho.gov

https://idwr.idaho.gov/



From: Shelby Seastrom <Shelby.Seastrom@ameritite.com>
Sent: Tuesday, June 16, 2026 10:45 AM
To: Petula Lee <petula.lee@idwr.idaho.gov>
Subject: 69778AM / 5641 Pines Rd. New Meadows, ID 83654 / Title Report Request

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Good morning,

Per our conversation, please see attached title commitment. On page 7, Note No. 5 it shows "Personal Representatives Deed: Grantor: Ronald W Schneberger as personal representative of the estate of Wilfred E. Schneberger, Deceased. "

Hopefully, this is suitable for you! Let me know if you have any other questions or concerns.

Kind regards,

Please Note: We will be closed Friday, June 19th in observance of Juneteenth. We will resume normal business hours on Monday, June 22nd.

Thank you,

Shelby Seastrom | Escrow Assistant
AmeriTitle, LLC
507 Pine St. | McCall, ID | 83638
2086346363 Direct
shelby.seastrom@ameritite.com | https://www.ameritite.com

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Note: To ensure a timely response, please include my assistant Shelby Seastrom at shelby.seastrom@ameritite.com on all requests. Thank you.

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MEMORANDUM

Date: 6/29/2026

To: Water Right File No(s). 78-7041

From: Petula Lee – IDWR Technical Records Specialist I – State Office

Re: Notice of Water Right(s) Ownership Change

General Information:

On June 5, 2026, The State Office received an ownership change that was missing a Water Right(s) Number.

Action:

On June 12, 2026, Petula Lee telephoned Victoria L. Melton using 208-849-3199 to identify the Water Right(s) Number and for conveyance documentation. Ms. Melton referred Ms. Lee to AmeriTitle Company escrow Assistant, Shelby Seastrom. Ms. Melton was able to confirm the Water Right Number as 78-7041.

Conclusion and Recommendation:

On June 24, 2026, Ms. Seastrom provided a Quitclaim Deed, Letters of Administration, Personal Representative's Deed, and a Preliminary Title Commitment via email. Proceed to process the ownership change. Review staff completed the ownership change in the name of Victoria L. Melton.

IDAHO DEPARTMENT OF
WATER RESOURCES

322 E Front Street, Suite 648, Boise ID 83702 • PO Box 83720, Boise ID 83720-0098
Phone: 208-287-4800 • Fax: 208-287-6700 • Email: idwrinfo@idwr.idaho.gov • Website: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

June 29, 2026

VICTORIA L. MELTON
5641 PINES RD
NEW MEADOWS ID 83654-5037

Re: Change in Ownership for Water Right No(s): 78-7041

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 208-287-4978.

Sincerely,

Petula Lee
Technical Records Specialist 1

Enclosure(s)

COPY