

**First American Title Co.**



**FOR ALL Your Title Insurance Needs**

**420 South 4<sup>th</sup> Ave. \* P.O. Box 9  
Pocatello, ID 83204**

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WHAT IS TITLE INSURANCE?

Insurance against loss resulting from defects of title to a specifically described parcel of real property. You are provided protection from forgery, fraud, defective deeds and defective acknowledgements, access and many more. Standard - Extended coverage also includes protection from encroachments, mechanics liens, preexisting violations of zoning ordinances and deed restrictions.

WHY IS TITLE INSURANCE NECESSARY?

To protect you from defects in your title. Title Insurance insures the buyer that he/she has purchased real property without any title defects and also insures a lender that they have a first/second DT against the property that is forecloseable.

WHY DO I HAVE TO PAY FOR IT EACH TIME I BUY, SELL OR REFINANCE?

One premium covers the entire cost of protection so long as the ownership remains in the name of the insured. Title insurance is dated the day the documents are filed with the county and you have protection to that date. Should you buy, sell or refinance the new title insurance is required to extend to the new effective date.

ESCROW SERVICES

A disinterested or third party handling the signing of documents and disbursing of the money.

COMMUNITY PROPERTY

Property owned in common by a husband and wife, which was not acquired as separate property.

SEPARATE PROPERTY

Property owned by a husband or wife in which the other has no legal ownership interest.

JOINT TENANCY

An undivided interest in property, taken by two or more joint tenants. The interests must be equal, accruing under the same conveyance, and beginning at the same time. Upon the death of a joint tenant, the interest passes to the surviving joint tenants, rather than to the heirs of the deceased.

## SURVIVORSHIP

Gaining an interest in property by outliving (surviving) another who had the interest.

## PROBATE

Originally, the proving that a will was valid. Modernly, any action over which probate court has jurisdiction. PROBATE COURT - a court having jurisdiction of estates, whether of a deceased, a minor, or an incompetent person. PROBATE SALE - sale of property from an estate. Must be done under supervision and procedures of the probate court.

## LIEN

An encumbrance against property for money, either voluntary or involuntary. All liens are encumbrances but all encumbrances are not liens.

## JUDGMENT LIEN

A lien against the property of a judgment debtor. An involuntary lien.

## VOLUNTARY LIEN

A lien placed against real property by the voluntary act of the owner. Most commonly, a mortgage or deed of trust.

## INVOLUNTARY LIEN

A lien, such as a tax lien, judgment lien, etc. which attaches to property without the consent of the owner, rather than a mortgage lien, to which the owner agrees.

## MECHANIC'S LIEN

A lien created by statute for the purpose of securing priority of payment for the price or value of work performed and materials furnished in construction or repair of improvements to land, and which attaches to the land as well as the improvements.

## CORPORATION

A general term encompassing any group of people "incorporating" by following certain statutory procedures. Most common type of corporation is a private one formed to carry on business.

## PARTNERSHIP

As defined by the Uniform Partnership Act "an association of two or more persons to carry on as co-owners, a business for profit". The business must be lawful and the partners must agree to share in the profit or loss (but not necessarily equally).

LIMITED PARTNERSHIP

Used in many real estate syndications; a partnership consisting of one or more general partners who conduct the business and are responsible (liable) for losses, and one or more special (limited) partners, contributing capital and liable only up to the amount contributed.

GENERAL PARTNERSHIP

A partnership made up of general partners, without special (limited) partners.

LIMITED LIABILITY COMPANY - LLC

A limited liability company is an organization comprised of one or more members. Members are not personally liable for debts of the LLC. They are like shareholders of a corporation.

DOCUMENTS

WARRANTY DEED - A conveyance of real property - where seller warrants clear title.

QUITCLAIM DEED - A deed operating as a release; intended to pass any title, interest or claim which the grantor may have in the property, but not containing any warranty of a valid interest or title in the grantor.

DEED OF TRUST - An instrument used in many states in place of a mortgage for payment of a debt in which property is used as security.

DEED OF RECONVEYANCE - An instrument used to release a Deed of Trust when paid in full.

# TITLE INSURANCE RATES FOR THE STATE OF IDAHO

*Effective Date: August 1, 2000*

<u>Insurance to and Including</u>	<u>Rate</u>	<u>Extended Coverage Lenders Additional</u>	<u>Insurance to and Including</u>	<u>Rate</u>	<u>Extended Coverage Lenders Additional</u>
\$	\$	\$	\$	\$	\$
1,000	200.00	60.00	56,000	451.00	135.30
2,000	200.00	60.00	57,000	454.50	136.35
3,000	200.00	60.00	58,000	458.00	137.40
4,000	200.00	60.00	59,000	461.50	138.45
5,000	200.00	60.00	60,000	465.00	139.50
6,000	200.00	60.00	61,000	468.50	140.55
7,000	200.00	60.00	62,000	472.00	141.60
8,000	200.00	60.00	63,000	475.50	142.65
9,000	200.00	60.00	64,000	479.00	143.70
10,000	200.00	60.00	65,000	482.50	144.75
*\$6.00 per thousand			66,000	486.00	145.80
11,000	206.00	61.80	67,000	489.50	146.85
12,000	212.00	63.60	68,000	493.00	147.90
13,000	218.00	65.40	69,000	496.50	148.95
14,000	224.00	67.20	70,000	500.00	150.00
15,000	230.00	69.00	71,000	503.50	151.05
16,000	236.00	70.80	72,000	507.00	152.10
17,000	242.00	72.60	73,000	510.50	153.15
18,000	248.00	74.40	74,000	514.00	154.20
19,000	254.00	76.20	75,000	517.50	155.25
20,000	260.00	78.00	76,000	521.00	156.30
21,000	266.00	79.80	77,000	524.50	157.35
22,000	272.00	81.60	78,000	528.00	158.40
23,000	278.00	83.40	79,000	531.50	159.45
24,000	284.00	85.20	80,000	535.00	160.50
25,000	290.00	87.00	81,000	538.50	161.55
26,000	296.00	88.80	82,000	542.00	162.60
27,000	302.00	90.60	83,000	545.50	163.65
28,000	308.00	92.40	84,000	549.00	164.70
29,000	314.00	94.20	85,000	552.50	165.75
30,000	320.00	96.00	86,000	556.00	166.80
*\$5.50 per thousand			87,000	559.50	167.85
31,000	325.50	97.65	88,000	563.00	168.90
32,000	331.00	99.30	89,000	566.50	169.95
33,000	336.50	100.95	90,000	570.00	171.00
34,000	342.00	102.60	91,000	573.50	172.05
35,000	347.50	104.25	92,000	577.00	173.10
36,000	353.00	105.90	93,000	580.50	174.15
37,000	358.50	107.55	94,000	584.00	175.20
38,000	364.00	109.20	95,000	587.50	176.25
39,000	369.50	110.85	96,000	591.00	177.30
40,000	375.00	112.50	97,000	594.50	178.35
41,000	380.50	114.15	98,000	598.00	179.40
42,000	386.00	115.80	99,000	601.50	180.45
43,000	391.50	117.45	100,000	605.00	181.50
44,000	397.00	119.10	*3.00 per thousand		
45,000	402.50	120.75	101,000	608.00	182.40
46,000	408.00	122.40	102,000	611.00	183.30
47,000	413.50	124.05	103,000	614.00	184.20
48,000	419.00	125.70	104,000	617.00	185.10
49,000	424.50	127.35	105,000	620.00	186.00
50,000	430.00	129.00	106,000	623.00	186.90
*3.50 per thousand			107,000	626.00	187.80
51,000	433.50	130.05	108,000	629.00	188.70
52,000	437.00	131.10	109,000	632.00	189.60
53,000	440.50	132.15	110,000	635.00	190.50
54,000	444.00	133.20	111,000	638.00	191.40
55,000	447.50	134.25	112,000	641.00	192.30

113,000	644.00	193.20	178,000	839.00	251.70
114,000	647.00	194.10	179,000	842.00	252.60
115,000	650.00	195.00	180,000	845.00	253.50
116,000	653.00	195.90	181,000	848.00	254.40
117,000	656.00	196.80	182,000	851.00	255.30
118,000	659.00	197.70	183,000	854.00	256.20
119,000	662.00	198.60	184,000	857.00	257.10
120,000	665.00	199.50	185,000	860.00	258.00
121,000	668.00	200.40	186,000	863.00	258.90
122,000	671.00	201.30	187,000	866.00	259.80
123,000	674.00	202.20	188,000	869.00	260.70
124,000	677.00	203.10	189,000	872.00	261.60
125,000	680.00	204.00	190,000	875.00	262.50
126,000	683.00	204.90	191,000	878.00	263.40
127,000	686.00	205.80	192,000	881.00	264.30
128,000	689.00	206.70	193,000	884.00	265.20
129,000	692.00	207.60	194,000	887.00	266.10
130,000	695.00	208.50	195,000	890.00	267.00
131,000	698.00	209.40	196,000	893.00	267.90
132,000	701.00	210.30	197,000	896.00	268.80
133,000	704.00	211.20	198,000	899.00	269.70
134,000	707.00	212.10	199,000	902.00	270.60
135,000	710.00	213.00	200,000	905.00	271.50
136,000	713.00	213.90	201,000	908.00	272.40
137,000	716.00	214.80	202,000	911.00	273.30
138,000	719.00	215.70	203,000	914.00	274.20
139,000	722.00	216.60	204,000	917.00	275.10
140,000	725.00	217.50	205,000	920.00	276.00
141,000	728.00	218.40	206,000	923.00	276.90
142,000	731.00	219.30	207,000	926.00	277.80
143,000	734.00	220.20	208,000	929.00	278.70
144,000	737.00	221.10	209,000	932.00	279.60
145,000	740.00	222.00	210,000	935.00	280.50
146,000	743.00	222.90	211,000	938.00	281.40
147,000	746.00	223.80	212,000	941.00	282.30
148,000	749.00	224.70	213,000	944.00	283.20
149,000	752.00	225.60	214,000	947.00	284.10
150,000	755.00	226.50	215,000	950.00	285.00
151,000	758.00	227.40	216,000	953.00	285.90
152,000	761.00	228.30	217,000	956.00	286.80
153,000	764.00	229.20	218,000	959.00	287.70
154,000	767.00	230.10	219,000	962.00	288.60
155,000	770.00	231.00	220,000	965.00	289.50
156,000	773.00	231.90	221,000	968.00	290.40
157,000	776.00	232.80	222,000	971.00	291.30
158,000	779.00	233.70	223,000	974.00	292.20
159,000	782.00	234.60	224,000	977.00	293.10
160,000	785.00	235.50	225,000	980.00	294.00
161,000	788.00	236.40	226,000	983.00	294.90
162,000	791.00	237.30	227,000	986.00	295.80
163,000	794.00	238.20	228,000	989.00	296.70
164,000	797.00	239.10	229,000	992.00	297.60
165,000	800.00	240.00	230,000	995.00	298.50
166,000	803.00	240.90	231,000	998.00	299.40
167,000	806.00	241.80	232,000	1001.00	300.30
168,000	809.00	242.70	233,000	1004.00	301.20
169,000	812.00	243.60	234,000	1007.00	302.10
170,000	815.00	244.50	235,000	1010.00	303.00
171,000	818.00	245.40	236,000	1013.00	303.90
172,000	821.00	246.30	237,000	1016.00	304.80
173,000	824.00	247.20	238,000	1019.00	305.70
174,000	827.00	248.10	239,000	1022.00	306.60
175,000	830.00	249.00	240,000	1025.00	307.50
176,000	833.00	249.90	241,000	1028.00	308.40
177,000	836.00	250.80	242,000	1031.00	309.30

243,000	1034.00	310.20	307,000	1220.75	366.23
244,000	1037.00	311.10	308,000	1223.00	366.90
245,000	1040.00	312.00	309,000	1225.25	367.58
246,000	1043.00	312.90	310,000	1227.50	368.25
247,000	1046.00	313.80	311,000	1229.75	368.93
248,000	1049.00	314.70	312,000	1232.00	369.60
249,000	1052.00	315.60	313,000	1234.25	370.28
250,000	1055.00	316.50	314,000	1236.50	370.95
251,000	1058.00	317.40	315,000	1238.75	371.63
252,000	1061.00	318.30	316,000	1241.00	372.30
253,000	1064.00	319.20	317,000	1243.25	372.98
254,000	1067.00	320.10	318,000	1245.50	373.65
255,000	1070.00	321.00	319,000	1247.75	374.33
256,000	1073.00	321.90	320,000	1250.00	375.00
257,000	1076.00	322.80	321,000	1252.25	375.68
258,000	1079.00	323.70	322,000	1254.50	376.35
259,000	1082.00	324.60	323,000	1256.75	377.03
260,000	1085.00	325.50	324,000	1259.00	377.70
261,000	1088.00	326.40	325,000	1261.25	378.38
262,000	1091.00	327.30	326,000	1263.50	379.05
263,000	1094.00	328.20	327,000	1265.75	379.73
264,000	1097.00	329.10	328,000	1268.00	380.40
265,000	1100.00	330.00	329,000	1270.25	381.08
266,000	1103.00	330.90	330,000	1272.50	381.75
267,000	1106.00	331.80	331,000	1274.75	382.43
268,000	1109.00	332.70	332,000	1277.00	383.10
269,000	1112.00	333.60	333,000	1279.25	383.78
270,000	1115.00	334.50	334,000	1281.50	384.45
271,000	1118.00	335.40	335,000	1283.75	385.13
272,000	1121.00	336.30	336,000	1286.00	385.80
273,000	1124.00	337.20	337,000	1288.25	386.48
274,000	1127.00	338.10	338,000	1290.50	387.15
275,000	1130.00	339.00	339,000	1292.75	387.83
276,000	1133.00	339.90	340,000	1295.00	388.50
277,000	1136.00	340.80	341,000	1297.25	389.18
278,000	1139.00	341.70	342,000	1299.50	389.85
279,000	1142.00	342.60	343,000	1301.75	390.53
280,000	1145.00	343.50	344,000	1304.00	391.20
281,000	1148.00	344.40	345,000	1306.25	391.88
282,000	1151.00	345.30	346,000	1308.50	392.55
283,000	1154.00	346.20	347,000	1310.75	393.23
284,000	1157.00	347.10	348,000	1313.00	393.90
285,000	1160.00	348.00	349,000	1315.25	394.58
286,000	1163.00	348.90	350,000	1317.50	395.25
287,000	1166.00	349.80	351,000	1319.75	395.93
288,000	1169.00	350.70	352,000	1322.00	396.60
289,000	1172.00	351.60	353,000	1324.25	397.28
290,000	1175.00	352.50	354,000	1326.50	397.95
291,000	1178.00	353.40	355,000	1328.75	398.63
292,000	1181.00	354.30	356,000	1331.00	399.30
293,000	1184.00	355.20	357,000	1333.25	399.98
294,000	1187.00	356.10	358,000	1335.50	400.65
295,000	1190.00	357.00	359,000	1337.75	401.33
296,000	1193.00	357.90	360,000	1340.00	402.00
297,000	1196.00	358.80	361,000	1342.25	402.68
298,000	1199.00	359.70	362,000	1344.50	403.35
299,000	1202.00	360.60	363,000	1346.75	404.03
300,000	1205.00	361.50	364,000	1349.00	404.70
*2.25 per thousand			365,000	1351.25	405.38
301,000	1207.25	362.18	366,000	1353.50	406.05
302,000	1209.50	362.85	367,000	1355.75	406.73
303,000	1211.75	363.53	368,000	1358.00	407.40
304,000	1214.00	364.20	369,000	1360.25	408.08
305,000	1216.25	364.88	370,000	1362.50	408.75
306,000	1218.50	365.55	371,000	1364.75	409.43

372,000	1367.00	410.10
373,000	1369.25	410.78
374,000	1371.50	411.45
375,000	1373.75	412.13
376,000	1376.00	412.80
377,000	1378.25	413.48
378,000	1380.50	414.15
379,000	1382.75	414.83
380,000	1385.00	415.50
381,000	1387.25	416.18
382,000	1389.50	416.85
383,000	1391.75	417.53
384,000	1394.00	418.20
385,000	1396.25	418.88
386,000	1398.50	419.55
387,000	1400.75	420.23
388,000	1403.00	420.90
389,000	1405.25	421.58
390,000	1407.50	422.25
391,000	1409.75	422.93
392,000	1412.00	423.60
393,000	1414.25	424.28
394,000	1416.50	424.95
395,000	1418.75	425.63
396,000	1421.00	426.30
397,000	1423.25	426.98
398,000	1425.50	427.65
399,000	1427.75	428.33
400,000	1430.00	429.00
401,000	1432.25	429.68
402,000	1434.50	430.35
403,000	1436.75	431.03
404,000	1439.00	431.70
405,000	1441.25	432.38
406,000	1443.50	433.05
407,000	1445.75	433.73
408,000	1448.00	434.40
409,000	1450.25	435.08
410,000	1452.50	435.75
*2.25 per thousand		
420,000	1475.00	442.50
430,000	1497.50	449.25
440,000	1520.00	456.00
450,000	1542.50	462.75
460,000	1565.00	469.50
470,000	1587.50	476.25
480,000	1610.00	483.00
490,000	1632.50	489.75
500,000	1655.00	496.50
510,000	1677.50	503.25
520,000	1700.00	510.00
530,000	1722.50	516.75
540,000	1745.00	523.50
550,000	1767.50	530.25
560,000	1790.00	537.00
570,000	1812.50	543.75
580,000	1835.00	550.50
590,000	1857.50	557.25
600,000	1880.00	564.00
610,000	1902.50	570.75
620,000	1925.00	577.50
630,000	1947.50	584.25
640,000	1970.00	591.00
650,000	1992.50	597.75
660,000	2015.00	604.50

670,000	2037.50	611.25
680,000	2060.00	618.00
690,000	2082.50	624.75
700,000	2105.00	631.50
710,000	2127.55	638.25
720,000	2150.00	645.00
730,000	2172.50	651.75
740,000	2195.00	658.50
750,000	2217.50	665.25
760,000	2240.00	672.00
770,000	2262.50	678.75
780,000	2285.00	685.50
790,000	2307.50	692.25
800,000	2330.00	699.00
810,000	2352.50	705.75
820,000	2375.00	712.50
830,000	2397.50	719.25
840,000	2420.00	726.00
850,000	2442.50	732.75
860,000	2465.00	739.50
870,000	2487.50	746.25
880,000	2510.00	753.00
890,000	2532.50	759.75
900,000	2555.00	766.50
910,000	2577.50	773.25
920,000	2600.00	780.00
930,000	2622.50	786.75
940,000	2645.00	793.50
950,000	2667.50	800.25
960,000	2690.00	807.00
970,000	2712.50	813.75
980,000	2735.00	820.50
990,000	2757.50	827.25
1,000,000	2780.00	834.00

Above 1,000,000 at \$2.00 per \$1000  
Above 5,000,000 at \$1.70 per \$1000  
Above 10,000,000 at \$1.20 per \$1000

#### COMMONLY USED ENDORSEMENTS

FA 100	\$40.00
FA 116	n/c with FA 100
FA 8.1	\$10.00
FA 6.2	\$25.00
FA 9	\$40.00
FA 5	\$50.00
FA 103.1	\$50.00
FA 110.5	10 % of rate
FA 126.1	\$95.00
Simultaneous Issue	\$75.00

# POWER OF ATTORNEY

## SPECIAL

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_

\_\_\_\_\_, the undersigned

(jointly and severally if more than one), hereby makes, constitutes and appoints \_\_\_\_\_

his true and lawful attorney for him and in his name, place and stead and for his use and benefit:

(a) To \_\_\_\_\_

GIVING AND GRANTING unto his said attorney full power and authority to do and perform all and every act and thing whatsoever requisite, necessary, or appropriate to be done in and about the premises as fully to all intents and purposes as he might or could do if personally present, hereby ratifying all that his said attorney shall lawfully do or cause to be done by virtue of these presents.

Wherever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

WITNESS his hand this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

STATE OF IDAHO, COUNTY OF \_\_\_\_\_  
On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,  
before me, a notary public in and for said State, personally appeared \_\_\_\_\_

known to me to be the person \_\_\_\_\_ who \_\_\_\_\_ name \_\_\_\_\_  
subscribed to the within instrument, and acknowledged to me that \_\_\_\_\_  
executed the same.

\_\_\_\_\_  
Notary Public  
Residing at \_\_\_\_\_, Idaho  
Comm. Expires \_\_\_\_\_

QUITCLAIM DEED

For Value Received

do hereby convey, release, remise and forever quit claim unto

the following described premises, to-wit:

together with their appurtenances.

Dated:

STATE OF IDAHO, COUNTY OF

On this day of 19 before me, a notary public in and for said State, personally appeared

known to me to be the person who name subscribed to the within instrument, and acknowledged to me that executed the same.

Notary Public, Idaho

Residing at Comm. Expires

STATE OF IDAHO, COUNTY OF

I hereby certify that this instrument was filed for record at the request of

at minutes past o'clock m., this day of 19, in my office, and duly recorded in Book of Deeds at page

Ex-Officio Recorder

By Deputy.

Fees \$ Mail to:

INSTRUMENT NO.

# WARRANTY DEED

For Value Received

the grantor . . . do hereby grant, bargain, sell, and convey unto

the grantee . . . whose current address is

the following described premises, to-wit:

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee , heirs and assigns forever. And the said Grantor do hereby covenant to and with the said Grantee , that he the owner in fee simple of said premises; that said premises are free from all incumbrances except as hereinabove set forth and that he will warrant and defend the same from all lawful claims whatsoever.  
Dated:

STATE OF IDAHO, COUNTY OF  
On this day of , 19 ,  
before me, a notary public in and for said State, personally  
appeared

known to me to be the person who name  
subscribed to the within instrument, and acknowledged to  
me that executed the same.

Notary Public

Residing at , Idaho  
Comm. Expires

INSTRUMENT No.

DEED

FOR VALUE RECEIVED,

a corporation duly organized and existing under the laws of the State of Idaho, grantor, does hereby Grant, Bargain, Sell and Convey unto grantee, the following described real estate, to-wit:

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

IN WITNESS WHEREOF, The Grantor, pursuant to a resolution of its Board of Directors has caused its corporate name to be hereunto subscribed by its President and its corporate seal to be affixed by its Secretary this

By \_\_\_\_\_ PRESIDENT.

ATTEST: \_\_\_\_\_ SECRETARY.

STATE OF IDAHO, COUNTY OF
On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, a notary public in and for said State, personally appeared \_\_\_\_\_ and \_\_\_\_\_, known to me to be the President and Secretary of the corporation that executed this instrument or the persons who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

Notary Public
Residing at \_\_\_\_\_, Idaho
Comm. Expires \_\_\_\_\_

STATE OF IDAHO, COUNTY OF
I hereby certify that this instrument was filed for record at the request of \_\_\_\_\_ at \_\_\_\_\_ minutes past o'clock \_\_\_\_\_ m., this \_\_\_\_\_ day \_\_\_\_\_, 19\_\_\_\_, in my office, and duly recorded in Book \_\_\_\_\_ of Deeds at page \_\_\_\_\_

Ex-Officio Recorder
By \_\_\_\_\_ Deputy.

Fees \$
Mail to:



First American Title Company of Pocatello, Inc.

INSTRUMENT No.

DEED OF TRUST NOTE

Idaho, \_\_\_\_\_, 19\_\_\_\_

For Value received, the undersigned promise to pay to the order of: \_\_\_\_\_

the Principal sum of \_\_\_\_\_ Dollars \_\_\_\_\_

in lawful money of the United States of America, with interest thereon at the rate of \_\_\_\_\_

percent per annum from \_\_\_\_\_, in installments as follows:

The maker hereof may repay any or all sums due hereunder at anytime without prior notice to the holder and without penalty or premium of any kind.

All such pre-payments shall be applied against principal in the inverse order of maturity, however, not to have the effect of reducing the amount of nor excusing the monthly obligatory installments.

In case of failure to pay any installment when same shall become due, the holder at his option, may declare the whole principal hereof as immediately due and payable. In case this note is collected by an attorney, either with or without suit the undersigned hereby agree to pay a reasonable attorney's fee.

This note is secured by a Deed of Trust of even date executed by the undersigned on certain real property described therein.

The undersigned hereby waive presentment, protest, and notice.

\_\_\_\_\_  
\_\_\_\_\_

THIS DEED OF TRUST, Made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,  
BETWEEN \_\_\_\_\_

day of \_\_\_\_\_, 19\_\_\_\_,

19\_\_\_\_,

herein called GRANTOR,

whose address is \_\_\_\_\_

FIRST AMERICAN TITLE COMPANY, INC. an Idaho corporation, herein called TRUSTEE,

and \_\_\_\_\_

herein called BENEFICIARY,

WITNESSETH That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE,

IN TRUST, WITH POWER OF SALE, that property in the County of \_\_\_\_\_

State of Idaho, described as follows and containing not more than forty acres:

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits,

For the Purpose of Securing payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by Grantor in the sum of \_\_\_\_\_ Dollars, (\$ \_\_\_\_\_), final payment due \_\_\_\_\_

and to secure payment of all such further sums as may hereafter be loaned or advanced drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances or expenditures shall be optional with the Beneficiary, and provided, further, that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such advances together with interest thereon

A. To protect the security of this Deed of Trust, Grantor agrees:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor, to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof, not to commit, suffer or permit any act upon said property in violation of law, to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general

2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

3. To appear to and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear

4. To pay, at least ten days before delinquency all taxes and assessments affecting said property, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. In addition to the payments due in accordance with the terms of the note hereby secured the Grantor shall at the option, and on demand of the Beneficiary, pay each month 1/12 of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust for Grantor's use and benefit and for the payment by Beneficiary of any such items when due. Grantor's failure so to pay shall constitute a default under this trust

5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure at eight per cent per annum

6. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice or demand upon Grantor and without releasing Grantor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear to and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay his reasonable fees.

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire other insurance

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay

3. At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey all or any part of said property, consent to the making of any map or plat thereof, join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof

4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in any reconveyance executed under this deed of trust of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

5. As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Grantor the right, prior to any default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

6. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the recorder of each county wherein said real property or some part thereof is situated.

Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, without demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiary, may purchase at such sale.

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

7. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, or, if the note has been pledged, the pledgee thereof. In this deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

8. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee.

9. In the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the county in which the property herein described is situated, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the trustee or trustees named herein.

Request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to the Grantor at his address hereinbefore set forth.

.....  
 .....

STATE OF IDAHO, COUNTY OF _____  On this _____ day of _____, 19____, before me, a Notary Public in and for said State, personally appeared _____  known to me to be the person whose name subscribed to the within instrument, and acknowledged to me that executed the same.  _____ <i>Notary public,</i>  Residing at _____ Idaho.	STATE OF IDAHO, COUNTY OF _____  I HEREBY CERTIFY That this instrument was filed for record at the request of _____ at _____ minutes past o'clock _____ M. this _____ day of _____ 19____, in my office, and duly recorded in Book of Mortgages at page _____  _____ <i>Ex Officio Recorder</i>  By _____ <i>Deputy</i>  Fees: \$ _____ Mail to: _____
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<b>DEED OF TRUST          WITH POWER OF SALE</b>	<b>GRANTOR          FIRST AMERICAN          TITLE COMPANY, INC.</b>	<b>TRUSTEE</b>	Dated _____, 19____	<b>BENEFICIARY</b>	<b>FIRST AMERICAN TITLE COMPANY, INC</b> 420 South 4th Pocatello, Idaho 83201
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**THE PROMISSORY NOTE OR NOTES, AND ANY EVIDENCES OF FURTHER AND/OR  
 ADDITIONAL ADVANCES MUST BE PRESENTED WITH THIS REQUEST**

Idaho \_\_\_\_\_, 19\_\_\_\_

To FIRST AMERICAN TITLE COMPANY, INC. *Trustee:*

You are hereby authorized and requested to execute a reconveyance hereunder and deliver same to \_\_\_\_\_

The undersigned hereby certifies that  
 the owner \_\_\_\_\_ and holder \_\_\_\_\_ of the debt mentioned in said deed of trust and that the same has never been assigned or transferred.

Address \_\_\_\_\_

Telephone No. \_\_\_\_\_

Order No.

### ASSIGNMENT OF DEED OF TRUST

the beneficiary under the Deed of Trust executed by

as Trustee

recorded in official record book as Instrument No.

Recorded in Bannock County, Idaho, given to secure the payment of promissory note for the sum of \$

and interest, has ENDORSED said note and does hereby ASSIGN AND TRANSFER to

all right, title and interest in said note all rights accrued or to accrue under said Deed of Trust.

Dated:

.....  
.....

STATE OF IDAHO, COUNTY OF BANNOCK

On this day of 19  
before me, a Notary Public in and for said State, personally appeared

known to me to be the person whose name  
subscribed to the within instrument, and acknowledged to me that  
executed the same.

.....  
Notary Public,  
Residing at Idaho.

**DEED OF RECONVEYANCE**

, as TRUSTEE in that certain Deed of Trust, dated \_\_\_\_\_, executed  
by \_\_\_\_\_, as GRANTOR, and \_\_\_\_\_, as  
BENEFICIARY, and recorded on \_\_\_\_\_ as Instrument No. \_\_\_\_\_, of Mortgage  
Records of Bannock County, Idaho, pursuant to the written request of the BENEFICIARY does hereby  
GRANT AND RECONVEY unto the PARTIES ENTITLED THERETO, without warranty, all the estate  
and interest derived to it by, through and under said Deed of Trust, in the real property therein described.

IN WITNESS WHEREOF, the said TRUSTEE has caused its corporate name to be hereunto  
subscribed by its \_\_\_\_\_ in pursuant to a resolution authorizing the execution of this  
reconveyance heretofore duly adopted by its Board of Directors, all as of March 15, 2001.

**FIRST AMERICAN TITLE COMPANY, INC.**

By: \_\_\_\_\_

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

STATE OF IDAHO)

)ss.

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year of 2001, before me \_\_\_\_\_, personally  
appeared \_\_\_\_\_, known or identified to me (or proved to me on the oath of \_\_\_\_\_), to be  
the president, or vice president, or secretary or assistant secretary, of the corporation that executed the  
instrument or the person who executed the instrument on behalf of said corporation, and acknowledged  
to me that such corporation executed the same.

\_\_\_\_\_  
Notary Public of Idaho  
Residing at:  
Commission Expires:

REQUEST FOR RECONVEYANCE/LOST DOCUMENT INDEMNITY

TO: \_\_\_\_\_, Trustee.

The undersigned Beneficiary is the legal owner and holder of all indebtedness secured by a Deed of Trust executed by (GRANTOR), in the original amount of \$ \_\_\_\_\_, to said Trustee for (BENEFICIARY), Beneficiary, dated \_\_\_\_\_, and recorded \_\_\_\_\_, under Instrument No. \_\_\_\_\_, records of \_\_\_\_\_ County.

The undersigned Beneficiary hereby states that all sums secured by said Deed of Trust have been fully paid and satisfied, and this statement is executed by said Beneficiary to induce the above named Trustee to reconvey the subject property without demanding the original Note and Deed of Trust, inasmuch as said original document(s) have/has been lost or misplaced. Trustee is hereby directed, on payment to it of any sums owing it under the terms of said Deed of Trust or pursuant to statute, to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust the estate now held by it under the same.

We, each and all of us hereby indemnify the above named Trustee, and hold it harmless for any and all loss that may result to said Trustee or any or all of the undersigned as a result of the execution of said reconveyance as described above.

DATED: March 15, 2001

\_\_\_\_\_  
\_\_\_\_\_

STATE OF IDAHO)

)ss.

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year of 2000, before me \_\_\_\_\_, personally appeared \_\_\_\_\_, known or identified to me (or proved to me on the oath of \_\_\_\_\_), to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

\_\_\_\_\_  
Notary Public of Idaho  
Residing at:  
Commission Expires:

**CLAIM OF LIEN**

Plaintiff

. vs.

Defendant

TO WHOM IT MAY CONCERN: Notice is hereby given that.....

has .....

upon that certain .....

..... situated and described as follows: .....

.....

That .....

is the owner or reputed owner of the same. That claimant .....

..... at the instance and request of .....

That claimant began to .....

..... on the ..... day of .....

..... 19....., and ceased so to do on the ..... day of .....

..... 19..... That by the contract under which he so .....

..... he was to receive .....

..... and that that is the reasonable value thereof. ....

That he claims a lien upon the property above mentioned for the sum of .....

..... DOLLARS.

STATE OF IDAHO,

County of ..... } ss.

..... being first duly sworn, deposes  
and says that he is ..... the above named claimant;  
that he has read the above and foregoing claim and knows the contents thereof and that the same is  
true; and further, that affiant believes the same to be just, and that all just credits and offsets have  
been fully allowed therein.

Subscribed and sworn to before me this ..... day of ..... 19.....

No. ....

**CLAIM OF LIEN**

ss.

Dated ..... 19.....

STATE OF IDAHO

County of ..... } ss.

I hereby certify that this instrument was filed  
for record at request of.....

at ..... minutes past.....  
o'clock ..... M., this ..... day  
of ..... A. D. 19.....  
in my office, and duly recorded in Book.....  
of ..... at page.....

Ex-Officer Recorder.

By ..... Deputy.

Fees \$ .....

ORDER NO.

ACKNOWLEDGEMENT OF PAYMENT AND LIEN WAIVER

I, the undersigned, for and on behalf of the designated corporation, partnership, individual, hereby acknowledge full payment for any and all work or materials furnished in the construction or repair to the certain structure or improvement located upon the following described property:

and hereby state that any claim that I may have has been fully satisfied and paid, I further certify, warrant and guarantee that I, nor anyone working for me on my behalf, has not, and will not file any lien against the above property.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subscribed and sworn to before the undersigned, a notary public in and for the County and State aforesaid, this \_\_\_ day of \_\_\_\_\_ 19\_\_.

Notary Public \_\_\_\_\_  
Residing at \_\_\_\_\_

My Commission Expires:  
\_\_\_\_\_

RELEASE OF LIEN

THE UNDERSIGNED hereby certifies that that Lien in favor of \_\_\_\_\_, and against \_\_\_\_\_, recorded \_\_\_\_\_, as Instrument No. \_\_\_\_\_, records of Bannock County, Idaho, is hereby satisfied and discharged.

BY: \_\_\_\_\_  
\_\_\_\_\_

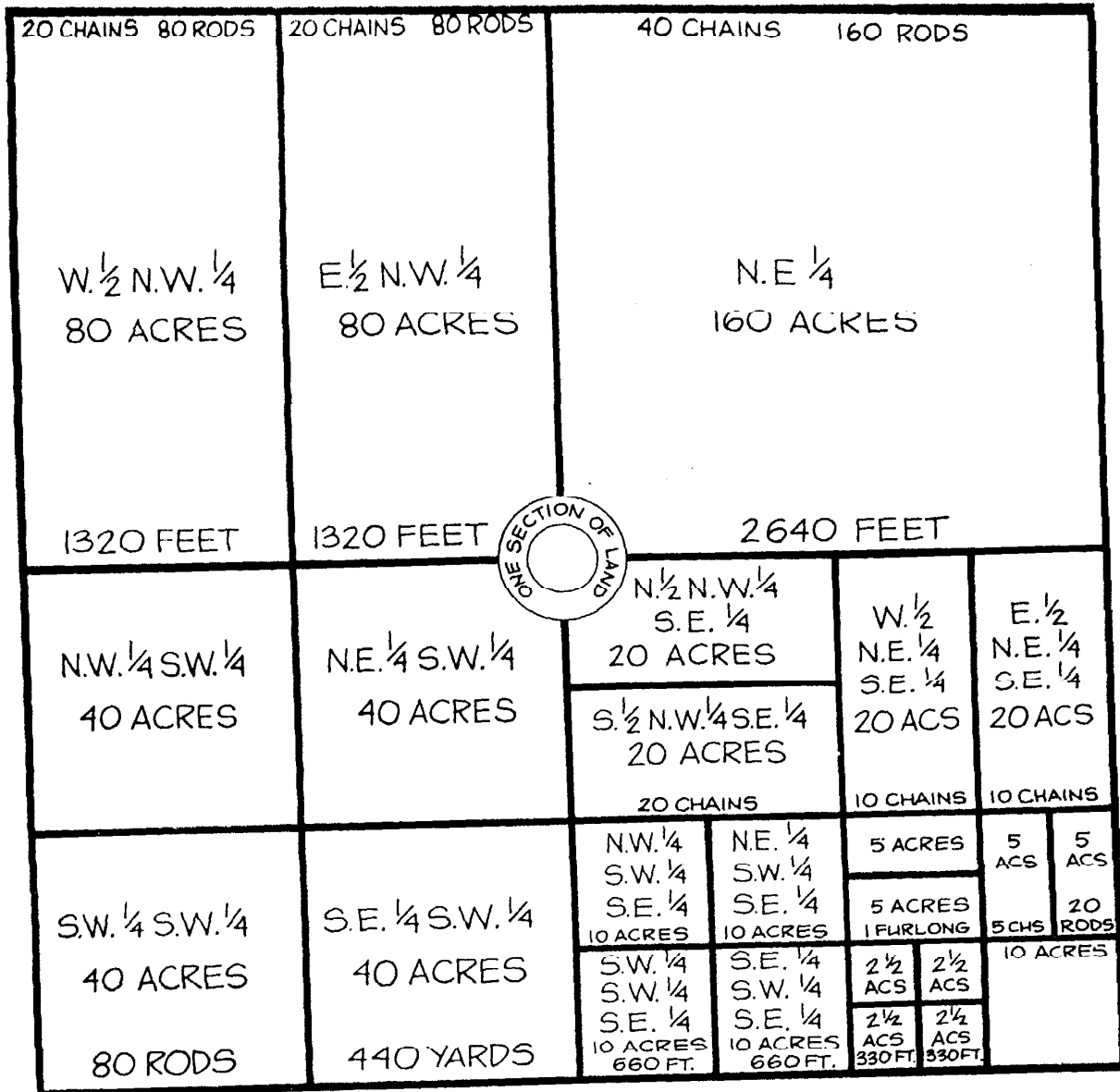
STATE OF IDAHO                    )  
  :SS  
County of                            )

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, a Notary Public in and for said State, personally appeared \_\_\_\_\_, known or identified to me to be the person(s) acknowledged to me that \_\_\_he\_\_ executed the same.

(SEAL)

\_\_\_\_\_  
Notary Public State of Idaho  
Residing at: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

ONE SECTION OF LAND CONTAINS ONE SQUARE MILE OR 640 ACRES.



1 LINK = 7.92 INCHES

1 ROD = 16 1/2 FEET

5 1/2 YARDS = 25 LINKS

1 CHAIN = 66 FEET = 4 RODS = 100 LINKS

1 FURLONG = 660 FEET = 40 RODS

1 MILE = 8 FURLONGS = 320 RODS = 80 CHAINS = 5280 FEET

1 Sq. ROD = 272 1/4 SQ. FEET = 30 1/4 SQ. YARDS

1 ACRE = 43560 SQUARE FEET

1 ACRE = 160 SQUARE RODS

1 ACRE IS APPROX. 208 1/4 FEET SQUARE

1 ACRE IS 8 RODS x 20 RODS  
(OR ANY TWO NUMBERS OF RODS WHOSE PRODUCT IS 160)



*First American Title Company*

Protection of Your Home Is Your First Consideration... and Ours

### Conversion of Chains to Rods and Feet

Chains	Rods	Feet	Chains	Rods	Feet	Chains	Rods	Feet
1	1	16.5	14	56	924.	27	108	1782.
	2	33.		57	940.5		109	1798.5
	3	49.5		58	957.		110	1815.
1	4	66.		59	973.5		111	1831.5
	5	82.5	15	60	990.	28	112	1848.
	6	99.		61	1006.5		113	1864.5
	7	115.5		62	1023.		114	1881.
2	8	132.		63	1039.5		115	1897.5
	9	148.5	16	64	1056.	29	116	1914.
	10	165.		65	1072.5		117	1930.5
	11	181.5		66	1089.		118	1947.
3	12	198.		67	1105.5		119	1963.5
	13	214.5	17	68	1122.	30	120	1980.
	14	231.		69	1138.5		121	1996.5
	15	247.5		70	1155.		122	2013.
4	16	264.		71	1171.5		123	2029.5
	17	280.5	18	72	1188.	31	124	2046.
	18	297.		73	1204.5		125	2062.5
	19	313.5		74	1221.		126	2079.
5	20	330.		75	1237.5		127	2095.5
	21	346.5	19	76	1254.	32	128	2112.
	22	363.		77	1270.5		129	2128.5
	23	379.5		78	1287.		130	2145.
6	24	396.		79	1303.5		131	2161.5
	25	412.5	20	80	1320.	33	132	2178.
	26	429.		81	1336.5		133	2194.5
	27	445.5		82	1353.		134	2211.
7	28	462.		83	1369.5		135	2227.5
	29	478.5	21	84	1386.	34	136	2244.
	30	495.		85	1402.5		137	2260.5
	31	511.5		86	1419.		138	2277.
8	32	528.		87	1435.5	35	140	2310.
	33	544.5	22	88	1452.		141	2326.5
	34	561.		89	1468.5		142	2343.
9	35	577.5		90	1485.		143	2359.5
	36	594.		91	1501.5	36	144	2376.
	37	610.5	23	92	1518.		145	2392.5
	38	627.		93	1534.5		146	2409.
10	39	643.5		94	1551.		147	2425.5
	40	660.	24	95	1567.5	37	148	2447.
	41	676.5		96	1584.		149	2463.5
	42	693.		97	1600.5		150	2475.
	43	709.5		98	1617.		151	2491.5
11	44	726.		99	1633.5	38	152	2508.
	45	742.5	25	100	1650.		153	2524.5
	46	759.		101	1666.5		154	2541.
	47	775.5		102	1683.		155	2557.5
12	48	792.		103	1699.5	39	156	2574.
	49	808.5	26	104	1716.		157	2590.5
	50	825.		105	1732.5		158	2607.
	51	841.5		106	1749.		159	2623.5
13	52	858.		107	1765.5	40	160	2640.
	53	874.5						
	54	891.						
	55	907.5						

### Links in Feet and Inches

Links	Feet	Inches	Links	Feet	Inches	Links	Feet	Inches
1	0	7.92	34	22	5.28	67	44	2.64
2	1	3.84	35	23	1.20	68	44	10.56
3	1	11.76	36	23	9.12	69	45	6.48
4	2	7.68	37	24	5.04	70	46	2.40
5	3	3.60	38	25	0.96	71	46	10.32
6	3	11.52	39	25	8.88	72	47	6.24
7	4	7.44	40	26	4.80	73	48	2.16
8	5	3.36	41	27	0.72	74	48	10.08
9	5	11.28	42	27	8.64	75	49	6.00
10	6	7.20	43	28	4.56	76	50	1.92
11	7	3.12	44	29	0.48	77	50	9.84
12	7	11.04	45	29	8.40	78	51	5.76
13	8	6.96	46	30	4.32	79	52	1.68
14	9	2.88	47	31	0.24	80	52	9.60
15	9	10.80	48	31	8.16	81	53	5.52
16	10	6.72	49	32	4.08	82	54	1.44
17	11	2.64	50	33	0.00	83	54	9.36
18	11	10.56	51	33	7.92	84	55	5.28
19	12	6.48	52	34	3.84	85	56	1.20
20	13	2.40	53	34	11.76	86	56	9.12
21	13	10.32	54	35	7.68	87	57	5.04
22	14	6.24	55	36	3.60	88	58	0.96
23	15	2.16	56	36	11.52	89	58	8.88
24	15	10.08	57	37	7.44	90	59	4.80
25	16	6.00	58	38	3.36	91	60	0.72
26	17	1.92	59	38	11.28	92	60	8.64
27	17	9.84	60	39	7.20	93	61	4.56
28	18	5.76	61	40	3.12	94	62	0.48
29	19	1.68	62	40	11.04	95	62	8.40
30	19	9.60	63	41	6.96	96	63	4.32
31	20	5.52	64	42	2.88	97	64	0.24
32	21	1.44	65	42	10.80	98	64	8.16
33	21	9.36	66	43	6.72	99	65	4.08
						100	66	0.00

### Decimal Equivalent in Chains to Feet

Chains	Feet	Chains	Feet	Chains	Feet	Chains	Feet
.01	.66	.26	17.16	.51	33.66	.76	50.16
.02	1.32	.27	17.82	.52	34.32	.77	50.82
.03	1.98	.28	18.48	.53	34.98	.78	51.48
.04	2.64	.29	19.14	.54	35.64	.79	52.14
.05	3.30	.30	19.80	.55	36.30	.80	52.80
.06	3.96	.31	20.46	.56	36.96	.81	53.46
.07	4.62	.32	21.12	.57	37.62	.82	54.12
.08	5.28	.33	21.78	.58	38.28	.83	54.78
.09	5.94	.34	22.44	.59	38.94	.84	55.44
.10	6.60	.35	23.10	.60	39.60	.85	56.10
.11	7.26	.36	23.76	.61	40.26	.86	56.76
.12	7.92	.37	24.42	.62	40.92	.87	57.42
.13	8.58	.38	25.08	.63	41.58	.88	58.08
.14	9.24	.39	25.74	.64	42.24	.89	58.74
.15	9.90	.40	26.40	.65	42.90	.90	59.40
.16	10.56	.41	27.06	.66	43.56	.91	60.06
.17	11.22	.42	27.72	.67	44.22	.92	60.72
.18	11.88	.43	28.38	.68	44.88	.93	61.38
.19	12.54	.44	29.04	.69	45.54	.94	62.04
.20	13.20	.45	29.70	.70	46.20	.95	62.70
.21	13.86	.46	30.36	.71	46.86	.96	63.36
.22	14.52	.47	31.02	.72	47.52	.97	64.02
.23	15.18	.48	31.68	.73	48.18	.98	64.68
.24	15.84	.49	32.34	.74	48.84	.99	65.34
.25	16.50	.50	33.00	.75	49.50	1.00	66.00



## First American Title Company

420 S. Fourth Ave., P.O. Box 9, Pocatello, ID 83204  
TELEPHONE (208) 232-6224  
FAX (208) 232-6257

# Property Profile\*

PREPARED ESPECIALLY FOR: \_\_\_\_\_ DATE: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

LEGAL DESCRIPTION: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

ADDRESS (IF OF RECORD): \_\_\_\_\_

LAST GRANTEE OF RECORD: \_\_\_\_\_

FOR: TAX INFORMATION, CONTACT THE BANNOCK COUNTY ASSESSOR'S OFFICE AT 236-7260.

FOR: BANNOCK COUNTY ZONING INFORMATION, CONTACT THE BANNOCK COUNTY ZONING OFFICE AT 236-7230.

FOR: POCATELLO WATER AND SANITATION INFORMATION, CONTACT THE POCATELLO UTILITY BILLING OFFICE AT 234-6241.

ATTACHMENTS: DEED  
DEED OF TRUST/MORTGAGE  
PLAT

\* This information is provided at no charge by First American Title Company to realtors only in anticipation of receiving an order on the above-mentioned property. No liability is assumed herewith.

SCHEDULE A

Order No.: SAMPLEPURCH

Reference No.:

1. Commitment Date: at 02:00 PM

2. Policy (or Policies) to be issued: Policy Amount Premium Amount

(a) Owner's Policy ( Std Own. Policy (10/17/92) Form 1402-92) \$ 127,000.00 \$ 686.00

Proposed Insured: No credits applicable

Endorsements:

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

Proposed Insured: No credits applicable

Endorsements:

(c) ( )

Proposed Insured:

Endorsements:

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

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

LOT BLOCK MISTI MANOR 3RD ADDITION, BANNOCK COUNTY, IDAHO, AS THE SAME APPEARS ON THE OFFICIAL PLAT THEREOF, RECORDED OCTOBER 26, 1998 AS INSTRUMENT NO.

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

Heidi Court,, Chubbuck, Idaho 83202

## SCHEDULE B - SECTION 1

### 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 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.
- e. Release(s) or Reconveyance(s) of item(s) 13.
- f. If the person named in Schedule A, paragraph 3, is presently married, the spouse must join in any conveyance or encumbrance of the subject property pursuant to requirements of chapter 10, title 55, Idaho Code, or we must be furnished satisfactory proof that; (1) the subject property is not vestee's principal residence, (2) the land is not claimed as homestead and the address of the principal residence of vestee, or (3) proof that the vested owner is not married.
- g. Should any work be done or any materials delivered to said property prior to the recording of the deed of trust to be insured we are required under Regulation 25 of the Department of Insurance to obtain the following:
  1. Lien subordination from the general contractor to the deed of trust to be insured.
  2. Lien releases for all work and/or materials furnished on the project up to the time of recording the deed of trust to be insured.
  3. Indemnity agreement to be executed by the general contractor.
  4. Financial statement of the general contractor.Please have the general contractor and/or record owner contact the title department for details on the above requirement.

SCHEDULE B - SECTION 2

EXCEPTIONS

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

Part 1:

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.
2. Any facts, rights, interest, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by 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, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
7. 2000 taxes are an accruing lien, not yet due and payable until the fourth Monday in November of the current year. The first one-half is not delinquent until after December 20 of the current year, the second one-half is not delinquent until after June 20 of the following year.  
Taxes which may be assessed and entered on the property roll for 2000 with respect to new improvements and first occupancy, which may be included on the regular property, which are an accruing lien, not yet due and payable.

General taxes as set forth below. Any amounts not paid when due will accrue penalties and interest in addition to the amount stated herein:

Year	Original Amount	Amount Paid	Parcel Number
1999	\$368.40	\$368.40	

Homeowners Exemption IS NOT in effect for 1999.

Circuit breaker IS NOT in effect for 1999.

8. Levies and assessments of the Fort Hall Irrigation Project and any rights or easements thereof.
9. Easements on the recorded plat of said subdivision.
10. Covenants, Conditions and Restrictions plus amendment recorded as Instrument Nos. 93016186 and 93018082, but omitting any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status, or national origin to the extent that such covenants, conditions or restrictions violate 42 USC 3604(c).
11. Easement for UTILITIES granted to IDAHO POWER COMPANY, recorded JUNE 29, 1927 in

SCHEDULE B - SECTION 2  
EXCEPTIONS

(Continued)

Order No.: SAMPLEPURCH

Book 56, Page 351.

12. Easement for UTILITIES granted to IDAHO POWER COMPANY, recorded JULY 13, 1928 in Book 58, Page 584.
13. Deed of Trust to secure an original indebtedness of \$95,880.00, and any other amounts and/or obligations secured thereby.  
Recorded: JUNE 9, 2000, as Instrument No.  
Grantor:  
Trustee:  
Beneficiary:

END OF EXCEPTIONS

The foregoing numbered exceptions 1-6 may be eliminated in an ALTA Extended Coverage Policy

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**If you have any questions regarding this report, please feel free to contact:**

First American Title Company  
P.O. Box 9 (420 S 4th Ave)  
Pocatello, ID 83204

Phone: (208) 232-6224

Fax: (208) 232-6257

Escrow Officer: Terri Small/Sueila Garrett

Escrow Assistant:

Report Ordered By:

Copies To:

PURSUANT TO THE STATE OF IDAHO INSURANCE REGULATION: A minimum cancellation fee of \$100.00 will be charged on all cancelled orders. All orders shall be cancelled and a billing sent within six months of the effective date on the commitment.

**A. Settlement Statement**

U.S. Department of Housing  
and Urban Development



OMB No. 2502-0265 (Exp. 12-31-86)

B. Type of Loan				6. File Number	7. Loan Number	8. Mortgage Insurance Case Number
1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input type="checkbox"/> Conv. Unins.				
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.					

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name and Address of Borrower	E. Name and Address of Seller	F. Name and Address of Lender

G. Property Location	H. Settlement Agent
	Place of Settlement
	I. Settlement Date

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
<b>100. Gross Amount Due From Borrower</b>		<b>400. Gross Amount Due To Seller</b>	
101. Contract sales price		401. Contract sales price	
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)		403.	
104.		404.	
105.		405.	
<b>Adjustments for items paid by seller in advance</b>		<b>Adjustments for items paid by seller in advance</b>	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
<b>120. Gross Amount Due From Borrower</b>		<b>420. Gross Amount Due To Seller</b>	
<b>200. Amounts Paid By Or In Behalf Of Borrower</b>		<b>500. Reductions In Amount Due To Seller</b>	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
<b>Adjustments for items unpaid by seller</b>		<b>Adjustments for items unpaid by seller</b>	
210. City/town taxes to		510. City/town taxes to	
211. County taxes to		511. County taxes to	
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
<b>220. Total Paid By/For Borrower</b>		<b>520. Total Reduction Amount Due Seller</b>	
<b>300. Cash At Settlement From/To Borrower</b>		<b>600. Cash At Settlement To/From Seller</b>	
301. Gross amount due from borrower (line 120)		601. Gross amount due to seller (line 420)	
302. Less amounts paid by/for borrower (line 220)		602. Less reductions in amt. due seller (line 520)	
303. Cash <input type="checkbox"/> From <input type="checkbox"/> To Borrower		603. Cash <input type="checkbox"/> To <input type="checkbox"/> From Seller	

L. Settlement Charges				Paid From Borrowers Funds at Settlement	Paid From Seller's Funds at Settlement
700. Total Sales/Broker's Commission based on price \$	0	% =			
Division of Commission (line 700) as follows:					
701 \$	to				
702 \$	to				
703. Commission paid at Settlement					
704.					
<b>800. Items Payable In Connection With Loan</b>					
801. Loan Origination Fee	%				
802. Loan Discount	%				
803. Appraisal Fee	to				
804. Credit Report	to				
805. Lender's Inspection Fee					
806. Mortgage Insurance Application Fee to					
807. Assumption Fee					
808.					
809.					
810.					
811.					
<b>900. Items Required By Lender To Be Paid In Advance</b>					
901. Interest from	to	@ \$	/day		
902. Mortgage Insurance Premium for			months to		
903. Hazard Insurance Premium for			years to		
904.			years to		
905.					
<b>1000. Reserves Deposited With Lender</b>					
1001. Hazard insurance	months @ \$		per month		
1002. Mortgage insurance	months @ \$		per month		
1003. City property taxes	months @ \$		per month		
1004. County property taxes	months @ \$		per month		
1005. Annual assessments	months @ \$		per month		
1006.	months @ \$		per month		
1007.	months @ \$		per month		
1008.	months @ \$		per month		
<b>1100. Title Charges</b>					
1101. Settlement or closing fee	to				
1102. Abstract or title search	to				
1103. Title examination	to				
1104. Title insurance binder	to				
1105. Document preparation	to				
1106. Notary fees	to				
1107. Attorney's fees	to				
(includes above items numbers:			)		
1108. Title insurance	to				
(includes above items numbers:			)		
1109. Lender's coverage	\$				
1110. Owner's coverage	\$				
1111.					
1112.					
1113.					
<b>1200. Government Recording and Transfer Charges</b>					
1201. Recording fees: Deed \$	Mortgage \$		Releases \$		
1202. City/county/stamps: Deed \$	Mortgage \$				
1203. State tax/stamps: Deed \$	Mortgage \$				
1204.					
1205.					
<b>1300. Additional Settlement Charges</b>					
1301. Survey	to				
1302. Pest inspection	to				
1303.					
1304.					
1305.					
<b>1100. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)</b>					



# First American Title Company of Pocatello, Inc.

420 SOUTH 4TH AVE., (BOX 9) POCATELLO, IDAHO 83201 • (208) 232-6224

## BUYER'S CLOSING STATEMENT

ESCROW # \_\_\_\_\_ DATE: \_\_\_\_\_

TITLE # \_\_\_\_\_

BUYER: \_\_\_\_\_

PROPERTY ADDRESS: \_\_\_\_\_

PURCHASE PRICE ..... \$ \_\_\_\_\_

\$ \_\_\_\_\_

PLUS:

TITLE INSURANCE: \_\_\_\_\_ \$ \_\_\_\_\_

RECORDING: \_\_\_\_\_

ESCROW FEE: \_\_\_\_\_

CREDIT REPORT: \_\_\_\_\_

APPRAISAL FEE: \_\_\_\_\_

ORIGINATION FEE: \_\_\_\_\_

FIRE INSURANCE \_\_\_\_\_ MO. PREMIUM: \_\_\_\_\_

PREPAID ITEMS - RESERVE ACCOUNTS:

\_\_\_\_ MO. FIRE INSURANCE \_\_\_\_\_

\_\_\_\_ MO. TAX RESERVES \_\_\_\_\_

\_\_\_\_ MO. FHA INSURANCE \_\_\_\_\_

INTEREST: \_\_\_\_\_

\$ \_\_\_\_\_

TOTAL \$ \_\_\_\_\_

CREDIT:

EARNEST MONEY: \_\_\_\_\_ \$ \_\_\_\_\_

LOAN AMOUNT: \_\_\_\_\_

PRO-RATED TAXES: \_\_\_\_\_

\$ \_\_\_\_\_

BALANCE DUE FROM BUYER ..... \$ \_\_\_\_\_

FIRST AMERICAN TITLE COMPANY of Pocatello, Inc.

By:

\_\_\_\_\_



# *First American Title Company of Pocatello, Inc.*

420 SOUTH 4TH AVE., (BOX 9) POCATELLO, IDAHO 83201 • (208) 232-6224

## SELLER'S CLOSING STATEMENT

ESCROW # \_\_\_\_\_ DATE: \_\_\_\_\_

TITLE # \_\_\_\_\_

SELLER: \_\_\_\_\_

PROPERTY ADDRESS: \_\_\_\_\_

SALES PRICE ..... \$ \_\_\_\_\_

CREDITS: \_\_\_\_\_

\_\_\_\_\_

\$ \_\_\_\_\_

LESS:

PAYOFFS: \_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

WAREHOUSE FEE: \_\_\_\_\_

LOAN DISCOUNTS: \_\_\_\_\_

TAX CONTRACT: \_\_\_\_\_

APPRAISAL FEE: \_\_\_\_\_

TITLE INSURANCE: \_\_\_\_\_

ESCROW FEE: \_\_\_\_\_

RECORDING: \_\_\_\_\_

BROKER'S FEE: \_\_\_\_\_

PRO RATED TAXES: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\$ \_\_\_\_\_

BALANCE DUE SELLER ..... \$ \_\_\_\_\_

\_\_\_\_\_

FIRST AMERICAN TITLE COMPANY of Pocatello, Inc.

By:

\_\_\_\_\_

APPLICATION FOR A DEATH CERTIFICATE

Address Correspondence and make check or money order payable to:

BUREAU OF VITAL STATISTICS  
Department of Health and Welfare  
Statehouse  
Boise, Idaho 83720

To avoid errors and unnecessary delays, write or print clearly in ink.

FULL NAME OF DECEASED \_\_\_\_\_

FULL NAME OF SURVIVING SPOUSE \_\_\_\_\_

DATE OF DEATH \_\_\_\_\_

CITY & COUNTY OF DEATH \_\_\_\_\_

PERSON MAKING REQUEST \_\_\_\_\_

ADDRESS \_\_\_\_\_

RELATIONSHIP TO ABOVE PERSON \_\_\_\_\_

The fee for each certified copy and/or search is \$6.00.

BILL OF SALE

AND THAT FOR GOOD AND SUFFICIENT CONSIDERATION IN THE AMOUNT OF \$ \_\_\_\_\_ THE UNDERSIGNED HEREBY CONVEYS ALL ITS RIGHTS, TITLE, AND INTEREST TO SAID VEHICLE TO: \_\_\_\_\_

\_\_\_\_\_, OF \_\_\_\_\_ address city state zip

AND WARRANTS THE TITLE THERETO. THE VEHICLE IS FREE FROM ALL LIENS AND ENCUMBRANCES, EXCEPT LIEN IN FAVOR OF \_\_\_\_\_ new lienholder name & address

THE UNDERSIGNED HEREBY CERTIFIES THE ODOMETER TO BE \_\_\_\_\_ MILES AS OF \_\_\_\_\_ dated \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

State of Idaho  
County of Bannock

On this \_\_\_\_\_ day of \_\_\_\_\_, 1992, before me a notary public in and for said State, personally appeared \_\_\_\_\_

known to me to be the person whose name \_\_\_\_\_ subscribed to the within instrument, and acknowledged to me that \_\_\_\_\_ executed the same.

\_\_\_\_\_

SELLER OR BORROWER AFFIDAVIT

STATE OF IDAHO )  
COUNTY OF \_\_\_\_\_ )

Subject Property:

SELLERS:

BORROWERS:

personally known to me to be the person whose name is subscribed hereto and upon his oath deposes and says that no proceedings in bankruptcy or receivership have been instituted by or against him and that the marital status of affiant has not changed since the day of acquisition of said property and represents to the purchaser and/or Lender in this transaction that there are:

1. No unpaid debts for plumbing fixtures, water heaters, floor furnaces, air conditioners, radio or television antennas, carpeting, rugs, lawn sprinkling systems, blinds, window shades, draperies, electric appliances, fences, street paving, or any personal property or fixtures that are located on the subject property described above, and that no such items have been purchased on time payments contracts, and there are no security interests on such property secured by financing statement, security agreement or otherwise except the following:

<u>Secured Party</u>	<u>Approximate Amount</u>
_____	_____

2. No loans or liens (including Federal or State Liens, Judgment Liens, Child Support Liens or Medical Liens) and no unpaid governmental or association taxes or assessments of any kind on such property except the following:

<u>Creditor</u>	<u>Approximate Amount</u>
_____	_____

3. All labor and material used in the construction of improvements on the above described property have been paid for and there are now no unpaid labor or material claims against the improvements or the property upon which same are situated, and I hereby declare that all sums of money due for the erection of improvements have been fully paid and satisfied.

4. No parties in possession other than affiant except as follows:

\_\_\_\_\_

5. The Seller is not a non-resident alien, foreign corporation, foreign partnership, foreign estate, foreign trust or other foreign entity (as defined in the Internal Revenue Code and income Tax Regulations). Seller's U.S. employer identification number or Social Security number is: \_\_\_\_\_ / \_\_\_\_\_.

Seller address is: \_\_\_\_\_  
\_\_\_\_\_

This affidavit may be disclosed to the Internal Revenue Service and is furnished to Buyer to inform that withholding of tax is not required under Section 1446 of the Internal Revenue Code.

6. No Assistance has been provided to the undersigned or any of their legal dependents and no application for assistance has been made in the last 31 days, nor will the same be made by the undersigned pursuant to Idaho Code 31-3504.

**INDEMNITY:** I agree to pay on demand to the Purchasers/Lender and/or FIRST AMERICAN TITLE INSURANCE COMPANY in this transaction, their successors and/or assigns, all amounts secured by an and all liens not shown above, together with all costs, loss and attorney's fees that said parties may incur in connection with such unmentioned liens. Provided said liens either currently apply to such property, or a part thereof, or are subsequently established against said property and are created by me, known by me, or have an inception date prior to the consummation of this transaction.

I realize that the Purchaser/Lender and/or FIRST AMERICAN TITLE INSURANCE COMPANY in this transaction are relying on the representations contained herein purchasing same, lending money, insuring title thereon and would not purchase same, lend money or issue title insurance unless said representations were made. If Seller or Borrower is an entity, I have authority to sign on its behalf.

BORROWERS: \_\_\_\_\_ SELLERS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 2000

\_\_\_\_\_  
NOTARY PUBLIC  
Commission Expires: \_\_\_\_\_  
Residing at: \_\_\_\_\_

**BANNOCK COUNTY ASSESSOR**

Parcel No.

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

**APPLICATION FOR OWNER-OCCUPIED RESIDENTIAL IMPROVEMENT EXEMPTION (Sec 63-602 G Idaho Code)**

QUALIFYING YEAR: \_\_\_\_\_

Instrument No: \_\_\_\_\_

NAME AND ADDRESS:

PROPERTY ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

- Single Family Dwelling.....
- Multi-Family Dwelling  
 (Duplex, Triplex, Apt in Basement).....
- Apartment or Condominium.....
- Manufactured Home.....
- Commercial Improvements with Living Quarters.....

LEGAL DESCRIPTION:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

OCCUPANCY DATE: \_\_\_\_\_  
 NEW CONSTR OCCUPANCY DATE: \_\_\_\_\_  
 SALE PRICE: \_\_\_\_\_  
 PHONE NUMBER: \_\_\_\_\_

PREVIOUS HOMEOWNERS EXEMPTION: \_\_\_\_\_ YES \_\_\_\_\_ NO

WHERE: \_\_\_\_\_

UNDER PENALTY OF PERJURY, I CERTIFY THAT I AM AN IDAHO RESIDENT AND AS OF JANUARY 1, \_\_\_\_\_, I OWNED AND OCCUPIED AS MY PRINCIPAL RESIDENCE THE PROPERTY IDENTIFIED BY THE LEGAL DESCRIPTION SHOWN ABOVE.

OWNER \_\_\_\_\_

DATE \_\_\_\_\_

**APPLICATION FOR THE HOMEOWNERS EXEMPTION MUST BE FILED WITH BANNOCK COUNTY ASSESSOR, DIANE BILYEU, ON OR BEFORE APRIL 15TH OF THE QUALIFYING YEAR.**

MAILING ADDRESS: P.O. BOX 4969  
POCATELLO, ID 83205

STREET ADDRESS: 624 E CENTER ST  
POCATELLO, ID 83201

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES  
EASTERN REGION  
IDAHO FALLS, ID  
ph. (208) 525-7161

FAX NO. (208) 525-7177

Form 42-24042-1409(6) July, 2000

# STATE OF IDAHO DEPARTMENT OF WATER RESOURCES NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

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

Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided, if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s)	Adjudication Claim No(s)	Split	Water Right No(s)	Adjudication Claim No(s)	Split
_____	_____	___	_____	_____	___
_____	_____	___	_____	_____	___
_____	_____	___	_____	_____	___
_____	_____	___	_____	_____	___
_____	_____	___	_____	_____	___

The following **REQUIRED** information must be submitted with this form:

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question. **WITH ATTACHED LEGAL DESCRIPTION.**
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):  
**PLAT OF PROPERTY** or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).  
OR  
If your water right(s) and/or adjudication claim(s) are for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

Name and Address of Former Owner/Claimant(s) \_\_\_\_\_  
\_\_\_\_\_

New Owner/Claimant(s) \_\_\_\_\_  
Name Connector (Check one): [ ] and, [ ] or, [ ] and/or

New Mailing Address \_\_\_\_\_

City, State and ZIP Code \_\_\_\_\_

New Telephone Number ( ) \_\_\_\_\_

Date you acquired the property \_\_\_\_\_

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6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

**DESCRIPTION OF YOUR PORTION OF WATER RIGHT**  
(If the right(s) will not be split, skip this area and proceed to item 7)

Water Right and/or Adjudication Claim Number \_\_\_\_\_

Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
<b>Total</b>	_____	_____

**DESCRIPTION OF YOUR PORTION OF WATER RIGHT**  
(If the right(s) will not be split, skip this area and proceed to item 7)

Water Right and/or Adjudication Claim Number \_\_\_\_\_

Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
<b>Total</b>	_____	_____

Signature of New Owner(s) or Claimant(s) \_\_\_\_\_  
(include title if applicable)

\_\_\_\_\_

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

**For Office Use Only**

Received by \_\_\_\_\_ Date \_\_\_\_\_ Fee \_\_\_\_\_

Received by \_\_\_\_\_ Date \_\_\_\_\_ Receipt No. \_\_\_\_\_

Processed by \_\_\_\_\_ AJ Date \_\_\_\_\_ WR \_\_\_\_\_ Date \_\_\_\_\_

Form 42-148/42-1409(6) July, 2000

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCESINSTRUCTIONS FOR FILING  
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

This form has been prepared to assist all claimants and owners of water rights to comply with the requirements of Sections 42-248 and 42-1409(6), Idaho Code. All claimants and owners of water rights are required to notify the Department of Water Resources (IDWR) of any change in mailing address or change in ownership of all or part of a water right. In addition, all purchasers of water rights within a pending general adjudication area must inquire whether a notice of claim has been filed and, if not, shall file a notice of claim if necessary.

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

1. If there are water rights associated with the property, the seller should be able to provide you with the water right or adjudication claim number(s). Please enter the number(s) at Item 1. Corresponding water right and adjudication claim numbers should be listed next to each other on the form. You may have purchased only a portion of the water right(s) held by the seller. If so, the water right(s) held by the seller may need to be "split" to provide you your share of each right. Indicate if a split is required by checking in the space provided next to each water right.

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

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

2. The information described at Item 2 is required, since IDWR cannot process the requested change without documentation of ownership. The preferred types of documentation are shown; contact IDWR if you have difficulty obtaining this information. Do not obtain a new survey for purposes of this form before contacting IDWR.

3. Please provide the name and address of the former owner/claimant(s) of the water right(s) at Item 3.

4. The name, mailing address, and telephone numbers of the new owner/claimant(s) is entered at Item 4. Please indicate the relationship between multiple owners by using the connector "and", "or", or "and/or." If an "and" is used, all parties must sign this form. If an "and/or" or "or" is used, all parties may sign; however, only one of the named parties is required to sign.

5. At Item 5, please provide the date the property in question was acquired. This may be the date of "closing" in the case of a real estate transaction or the date of court order for other types of ownership changes.

6. You may have purchased only a portion of the water right(s) held by the seller. If this change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. For each water right requiring a split between owners, fill in the appropriate spaces in the box(es) at Item 6. Copy the page as many times as necessary to fully describe each water right after the change. Include documentation as necessary to describe nonstandard agreements or arrangements regarding division of the water right(s). If the water right(s) will not be split, skip Item 6 and go to Item 7.

7. The new owner(s) must sign the form in the space(s) provided at Item 7. If an "and" connector is used at Item 4, all parties must sign this form. If an "and/or" or "or" connector is used, all parties may sign; however, only one of the named parties is required to sign. If someone other than the owner signs the notice, evidence of authority to sign for the owner must be attached. If the new owner is a corporation or other organization, the person signing the notice must be an officer of the corporation or otherwise have authority to sign for the organization and must include their title with the signature.

8. The filing fee is \$25 per water right, except for those water rights which will be divided as a result of the change in ownership. The filing fee for division of a water right is \$100 per water right to be divided. When complete, you should retain a copy and return the original of the form to the IDWR office nearest you:

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

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

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

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