



Oregon Water Resources Department
 725 Summer Street NE, Suite A
 Salem Oregon 97301-1266
 (503) 986-0900
 www.wrd.state.or.us

Certificate of Water Right Ownership Update

NOTICE TO SELLERS & BUYERS:

By law, all water belongs to the public (ORS 537.110). In almost every instance, a permit or water right certificate from the Water Resources Department is needed before using, diverting or storing water (ORS 537.130). However, most domestic wells do not require water rights. A certificate of water right stays with the land. In order to keep track of water right ownership, the Department requests that this form be submitted to the Department. *If for multiple rights, a separate form for each right will be required.*

Water that has been used for a long time in one place or that involves a water structure (like a dam) that already exists is no guarantee that there is a water right which would allow the water use to continue.

If you have any questions about this form or water right requirements, please contact your local watermaster or call the Water Resources Department at 503-986-0900.

Note: Please type or print legibly when filling in the following information. Use additional paper if necessary.

PROPERTY SELLER INFORMATION

Applicant(s): John & Marita Cuthbert
First Last
 Mailing Address: 63502 Sandridge Rd.
La Grande OR 97850
City State Zip
 Phone: 541-786-0448
Home Work Other

PROPERTY BUYER INFORMATION

Applicant(s): Matt & Melanie Insko
First Last
 Mailing Address: 64676 Sandridge Rd.
La Grande OR 97850
City State Zip
 Phone: 541-786-0487
Home Work Other

PROPERTY DESCRIPTION (attach additional pages if necessary):

County: Union Township: 2 South Range: 38 East ~~Section~~ RECEIVED BY OWRD

Tax Lot Number(s): _____ MAR 13 2014

Street address of water right property: 64676 Sandridge Rd.

Water Right Information (attach copy of water right permit or certificate & final proof map): SALEM, OR

Application #: G-15921 Permit #: G-15549 Certificate or Page #: 8 7068

Will all the lands associated with this water right be owned by the buyer? Yes No

Name of individual completing this form: Matt Insko Phone: 541-786-0487

Signature: Matt Insko Date: 3/11/14

Please be sure to attach a copy of your property deed or legal description of the property.

EOT 13-24146

After Recording Return to:
Farm Credit Services - Baker City
3370 10th Street, Suite B
Baker City, OR 97814

COPY

**Deed of Trust
and Fixture Filing**

On September 4, 2013, Melanie A. Insko, same person as Melanie Insko and Matthew L. Insko, same person as Matthew Insko, a married couple, hereinafter called Grantors, whose address is

64676 Sandridge Rd
La Grande, OR 97850

grant, convey, warrant, transfer and assign to Eastern Oregon Title, Inc., a corporation, hereinafter called Trustee, whose address is 1601 Adams Avenue, La Grande, OR 97850, in trust with power of sale for the benefit of Northwest Farm Credit Services, FLCA, a corporation organized under the Farm Credit Act of 1971, as amended, hereinafter called Beneficiary, whose address is 1700 South Assembly Street, P.O. Box 2515, Spokane, Washington 99220-2515, property in Union County(ies), State of Oregon, more particularly described as follows (the "Land"):

TRACT "A"

IN TOWNSHIP 2 SOUTH, RANGE 38 EAST OF THE WILLAMETTE MERIDAN, UNION COUNTY, OREGON:

Section 1:

The East half of the Southeast quarter, and the East half of the West half of the Southeast quarter.

Section 12:

The Northeast quarter of the Northeast quarter.

ALSO INCLUDING a tract of land described as beginning at the Northeast corner of the Northwest quarter of the Northeast quarter of said Section 12, and running thence, South along the East line of said Northwest quarter of the Northeast quarter, a distance of 1,260 feet, more or less, to a point which is 60 feet North of the Southeast corner of the Northwest quarter of the Northeast quarter of said Section 12; thence, West a distance of 63 feet; thence, North along a line parallel with the East line of the Northwest quarter of the Northeast quarter of said Section 12, a distance of 1,260 feet; more or less, to the North line of said Section 12; thence, East along the North line to the Point of Beginning.

Deed of Trust
(Matthew L. Insko/Note No. 6212646)

1

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EXCEPTING THEREFROM a tract of land which is described as beginning at the Southeast corner of the Northeast quarter of the Northeast quarter of said Section 12; running thence, West along the South line of the North half of the Northeast quarter of said Section 12, a distance of 1,320 feet, more or less, to the Southwest quarter of the Northeast quarter of the Northeast quarter of said Section 12; thence, North along the West line of the Northeast quarter of the Northeast quarter of said Section 12, a distance of 60 feet, and running thence East on a line parallel with the South line of the Northeast quarter of the Northeast quarter of said Section 12, a distance of 1,320 feet; thence, South along the East line of Section 12, a distance of 60 feet to the Point of Beginning.

ALSO EXCEPTING a parcel of land in the Southeast quarter of the Southeast quarter of Section 1 and the Northeast quarter of Section 12, Township 2 South, Range 38 East of the Willamette Meridian, Union County, Oregon, more particularly described as follows:

Beginning at a point on the East line of Section 12, Township 2 South, Range 38 East, 20 feet South of the Northeast quarter thereof; thence, West 180 feet; thence, North 20 feet to the South line of Section 1, Township 2 South, Range 28 East; thence, West 320 feet; thence, North 180 feet; thence, East 120 feet; thence, North 80 feet; thence, East 380 feet to the East line of said Section 1; thence, South 280 feet to the Point of Beginning.

TOGETHER WITH an easement for access, 24 feet in width, from Stanley Lane County Road to the Northeast quarter of the Northeast quarter of said Section 12, across the East 63 feet of the South 60 feet of the Northwest quarter of the Northeast quarter of said Section 12.

(02S38-400; Ref. Nos. 7438 and 17829)

TRACT "B"

A parcel of land in the Southeast quarter of the Southeast quarter of Section 1 and the Northeast quarter of Section 12, Township 2 South, Range 38 East of the Willamette Meridian, Union County, Oregon, more particularly described as follows:

Beginning at a point on the East line of Section 12, Township 2 South, Range 38 East, 20 feet South of the Northeast quarter thereof; thence, West 180 feet; thence, North 20 feet to the South line of Section 1, Township 2 South, Range 28 East; thence, West 320 feet; thence, North 180 feet; thence, East 120 feet; thence, North 80 feet; thence, East 380 feet to the East line of said Section 1; thence, South 280 feet to the Point of Beginning.

TOGETHER WITH an easement for access, 24 feet in width, from Stanley Lane County Road to the Northeast quarter of the Northeast quarter of said Section 12, across the East 63 feet of the South 60 feet of the Northwest quarter of the Northeast quarter of said Section 12.

(02S38-401; Ref No. 17853)

TRACT "A"

That portion of Government Lots 1 and 2 in the Southwest quarter, which portion is commonly called the South half of the Southwest quarter; ALSO, the West half of the Southwest quarter of the Southeast quarter, and the West 10 rods of the East half of the Southwest quarter of the Southeast quarter, all in Section 6, Township 2 South, Range 39 East of the Willamette Meridian, Union County, Oregon.

(02S3906-800; Ref. #7408)

TRACT "B"

The West half of Government Lot 2 in the Northwest quarter of Section 7, Township 2 South, Range 39 East of the Willamette Meridian, Union County, Oregon (said Lot 2 is commonly called the West half of the Northwest quarter

Deed of Trust
(Matthew L. Insko/Note No. 6212646)

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of said Section 7); ALSO, that portion of the East half of Government Lot 2 in the Northwest quarter of said Section 7, which is commonly called the West 12-1/2 feet of the East half of the Southwest quarter of the Northwest quarter of said Section.

(02S3907-400; Ref. #7307);

All irrigation equipment, now owned and used, in whole or in part, to irrigate the mortgaged property, together with all similar goods which may be acquired at any time, any additions, replacements, substitutions and accessions;

and including all buildings, structures, wells and other improvements now or hereafter located on the Land, including, but not limited to the fixtures (as described below), and all other equipment, machinery, appliances, goods and other articles attached to such buildings and other improvements; all fixtures (including without limitation, goods that are or become so related to the Land that an interest in them arises under the real estate law) and any additions or replacements now or hereafter located on, attached to, installed in or used in connection with the Land; all personal property, appliances, equipment and goods now or hereafter owned or possessed by Grantors located upon, in, or about or used in connection with the Land or improvements; all rights, rights-of-way, easements, licenses, profits, claims, demands, privileges, grazing privileges, leases, rents, issues, tenements, hereditaments, and appurtenances now owned or hereafter acquired by Grantors and used in connection with the Land and the improvements or as a means of access to either or both, (including without limitation all rights over the property of third persons which are related thereto, private roads, water rights and entitlements, other rights to water and other rights to receive water or water rights of every kind or nature whatsoever and howsoever evidenced, ditches and conduits and rights of way therefor, all plumbing, lighting, heating, cooling, ventilating, elevating and irrigating apparatus, now or hereafter belonging to or used in connection therewith), all of which is hereinafter called the "Property."

The following described Note(s), Membership Agreements, security documents and any other documents or instruments signed in connection with the note(s) and security documents and any amendments thereto are collectively called the "Loan Documents." "Advances" shall include any amounts provided to Grantors under the terms of the Loan Documents and any amounts expended by Beneficiary to protect the Property or enforce its rights under the Loan Documents. This conveyance is intended to secure performance of the covenants and agreements contained herein, and in any Loan Documents, and payment of the indebtedness under the terms of the Note(s) made by Grantors to the order of Beneficiary, with interest and charges as provided therein and in the Loan Documents, and any extensions, modifications or renewals thereof:

DATE OF NOTE	PRINCIPAL AMOUNT	FINAL INSTALLMENT DATE
September 4, 2013	\$452,335.00	July 1, 2033
September 4, 2013	\$189,000.00	July 1, 2033

In addition, this Deed of Trust is intended to secure future loans and advances made by Beneficiary, no matter how evidenced. The continuing validity and priority of this Deed of Trust for future loans and advances shall not be impaired by the fact that at certain times no outstanding indebtedness to Beneficiary nor commitment from Beneficiary to make future loans exist.

The terms of the Note(s) and Loan Documents, described above, provide that the interest rate, payment terms or amounts due may be indexed, adjusted, renewed or renegotiated.

Grantors and each of them REPRESENT, WARRANT, COVENANT and AGREE:

1. That they have title to the Property free from encumbrances, except as otherwise previously disclosed, they have good right and lawful authority to convey and encumber the same; they will warrant and defend the same forever against the lawful claims and demands of all persons whomsoever; and they agree this covenant shall not be

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