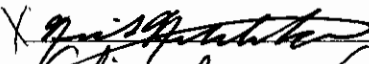


RECEIVED

JUN 17 2004

WATER RESOURCES
WESTERN REGIONSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES**Notice of Security Interest in a Water Right****And Request for Notification of a Change in Ownership or Any Proposed
Or Final Action to Amend, Transfer, or Otherwise Modify a Water Right**Please print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.

1. Water Right No(s): A02-02100B / A02-07261
Adjudication Claim No(s): _____
2. The following **REQUIRED** information must be submitted with this form:
 - A) Evidence of the security interest. This may be a copy of a **DEED of TRUST, MORTGAGE, CONTRACT OF SALE** or other legal document indicating your interest in the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**
 - B) A **FEE** of \$25.00 per water right or adjudication claim.
3. Name and Mailing Address of Person or Company holding Security Interest
 Idaho Soil Conservation Commission
 2270 Old Penitentiary Road
 Boise, ID 83712
4. Name of Water Right Owner/Claimant(s): Nick & Elizabeth Nettleton
5. Expiration Date of Notification Period 12-1-2018
6. Is this a Renewal of Request for Notification? ☐ YES ☐ NO
7. Signature(s) (and title if applicable) X 
X Elizabeth C. Nettleton

For Office Use Only

Received by <u>RB</u>	Date <u>6/17/04</u>	Fee <u>5000</u>
Receipted by <u>RB</u>	Date <u>6/17/04</u>	Receipt No. <u>W031842</u>
Processed by _____	AJ Date _____	WR _____ Date _____

RECEIVED

JUN 16 2004

IDAHO STATE SOIL
CONSERVATION COMMISSION



Idaho Soil Conservation Commission

Resource Conservation & Rangeland Development Program

Boise Office: 208-332-8650

Fax: 208-334-2386

www.scc.state.id.us

RCRDP@IdahoAg.us

JUN 16 2004

IDAHO STATE SOIL
CONSERVATION COMMISSION

Mortgage

This MORTGAGE is made and entered into this 7 day of June, 2004, by and between Nick S. and Elizabeth S. Nettleton, h & w MORTGAGORS, and the IDAHO SOIL CONSERVATION COMMISSION, an agency of the State of Idaho, hereinafter referred to as the MORTGAGEE.

WITNESSETH:

The MORTGAGORS, for and in consideration of the funds advanced under that certain Promissory Note dated the 7 day of June, 2004, by and between the MORTGAGORS and the MORTGAGEE, have granted, bargained, sold, conveyed, assigned, transferred and set over and by these presents do grant, bargain, sell, convey, assign, transfer and set over unto the MORTGAGEE, its successors and assigns forever, the following described property to secure the payment of that certain promissory note dated the 7 day of June, 2004, in the principal sum of ****ONE HUNDRED THOUSAND & 00/100**** dollars (**\$100,000.00**), made, delivered and executed by the MORTGAGORS, as makers to the MORTGAGEE, with the final payment due no later than the 1st day of December 1st, 2018 to the MORTGAGEE as payee, with terms and conditions as more particularly designed therein.

REAL PROPERTY - All interest in the following tracts of land in the County(ies) of Owyhee, State of Idaho, particularly described as follows:

SEE ATTACHED EXHIBIT "A" 1 PAGE

To HAVE AND TO HOLD the above described real property and all of the same and to the MORTGAGEE, its successors and assigns.

1. **DEFAULT:** In the event that the MORTGAGORS shall fail to pay any of the sums of money when due under Note; shall fail to comply with any of the terms, conditions, covenants or provisions of the MORTGAGE, then as often as such failure of payment or breach of terms, conditions, covenants or provisions shall occur, the MORTGAGEE may at any time thereafter declare the whole of the principal sum, or so much thereof as at the time of such declaration may remain unpaid, with all unpaid interest accrued, together with all sums of interest accrued thereon paid by the MORTGAGEE on the Note or paid by the MORTGAGEE under the provisions of this MORTGAGE, to be at once payable, and the MORTGAGEE may, at anytime after such failure of payment or breach of terms, conditions, covenants or provisions, as aforesaid, proceed to compel payment to be paid of the full amount due and payable and to proceed to foreclose this MORTGAGE and to compel payment to be paid of the full amount due and payable, or may exercise every right and remedy as a secured party under the law.

Instrument # 248085

MURPHY, OWYHEE, IDAHO

2004-06-10 09:18:09 No. of Pages: 7

Recorded for : NICK NETTLETON

CHARLOTTE SHERBURN

Fee: 21.00

Ex-Officio Recorder Deputy B Evans

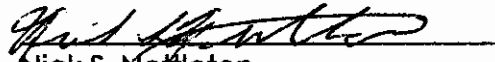
Index to: MORTGAGE

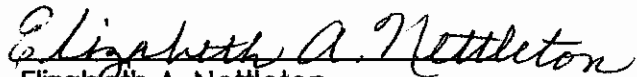
Mortgage

16. CONTINUING OBLIGATION: The rights and obligations herein shall inure to and be binding upon the successors, heirs, executors, administrators, and assigns of the respective parties.

17. APPLICABLE LAW: This MORTGAGE shall be governed and construed according to the laws of the State of Idaho.

In WITNESS WHEREOF, MORTGAGORS have hereunto affixed their hands and seals as of the day and year of this instrument hereinbefore set forth.

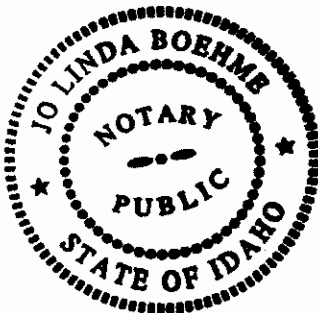

Nick S. Nettleton


Elizabeth A. Nettleton

State of Idaho)
)ss.
County of Ada)

On this 7 day of June in the year 2004, before me, a Notary Public in and for the State of Idaho, personally appeared Nick Nettleton & Elizabeth Nettleton, known or identified to me to be the individual named herein, who executed said instrument, and acknowledged to me that they executed the same.

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



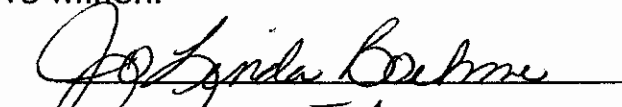

Notary Public for Idaho
Residing at Elmore County

Exhibit "A"

In Township 3 South, Range 1 East, Boise Meridian, Owyhee County, Idaho

Section 36:

East One-Half of the Southeast Quarter of the Southeast Quarter, and part of Lot 8 described as BEGINNING at the Southeast corner of said Lot 8, thence West on the South line of the Lot a distance of 660 feet; thence North to a meander line of the Snake River; thence in a Southeasterly direction along said river to the East line of said Section 36; thence South to the POINT OF BEGINNING.

In Township 3 South, Range 2 East, Boise Meridian, Owyhee County, Idaho

Section 31: Lots 4 and 5

In Township 4 South, Range 1 East, Boise Meridian, Owyhee County, Idaho

Section 1: Lot 1, Southeast Quarter of the Northeast Quarter

In Township 4 South, Range 2 East, Boise Meridian, Owyhee County, Idaho

Section 6: Lots 3 and 4