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STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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): AJ AS AS 63-14, 63-5065, 63-5067

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

D. L. Evans BankP.O. Box 87Twin Falls, ID 833034. Name of Water Right Owner/Claimant(s) EDWARDS FAMILY LLC5. Expiration Date of Notification Period 11-15-20226. Is this a Renewal of Request for Notification? ☐ YES ☐ NO

7. Signature(s) (and title if applicable)

MELINDA JOHNSONLoan Processor**For Office Use Only**Received by KAW Date 12/14/07 Fee 75.00
Processed by AJ Date 12/14/07 Receipt No. 0086615
WR Date _____

RECORDATION REQUESTED BY:

D. L. Evans Bank
Meridian Fairview Branch
2560 E. Fairview Ave.
Meridian, ID 83642

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 11/30/07 02:27 PM
DEPUTY Bonnie Overhilling
RECORDED - REQUEST OF
Pioneer
107159498

AMOUNT 6.00

2

WHEN RECORDED MAIL TO:

D. L. Evans Bank
Meridian Fairview Branch
2560 E. Fairview Ave.
Meridian, ID 83642

SEND TAX NOTICES TO:

Edwards Family LLC
4021 Hill Road
Boise, ID 83703

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated November 29, 2007, is made and executed between Edwards Family LLC; an Idaho Limited Liability Company ("Grantor") and D. L. Evans Bank, whose address is Meridian Fairview Branch, 2560 E. Fairview Ave., Meridian, ID 83642 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated November 16, 2007 (the "Deed of Trust") which has been recorded in Ada County, State of Idaho, as follows:

Deed of Trust dated November 16, 2007 and recorded November 20, 2007 as Instrument No. 107156054 and modified this date.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in Ada County, State of Idaho:

LOT 2, 3 AND 4 OF THOMAS F. EDWARDS SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN BOOK 11 OF PLATS AT PAGE 616, OFFICIAL RECORDS OF ADA COUNTY, IDAHO.

The Real Property or its address is commonly known as 4106 Sand Creek Street, Boise, ID 83703.

MODIFICATION. Lender and Grantor hereby modify the Deed of Trust as follows:

Deed of Trust being modified to add the following water right information:

TOGETHER WITH THE WATER RIGHTS REPRESENTED BY IDAHO STATE DEPARTMENT OF WATER RESOURCES WATER RIGHT NO. 63-14 WITH A CLAIMED PRIORITY OF NOVEMBER 22, 1926 TO 0.84 CFS OF GROUNDWATER, AND WATER RIGHT NO. 63-5065 WITH A CLAIMED PRIORITY OF OCTOBER 01, 1956 TO 0.04 CFS OF GROUNDWATER, AND WATER RIGHT NO. 63-5067 WITH A CLAIMED PRIORITY OF OCTOBER 1, 1930 TO 0.33 CFS OF GROUNDWATER, TOGETHER WITH ANY AND ALL OTHER WATER RIGHTS AND DITCH RIGHTS.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged, and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorser to the Note, including accommodation makers, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED NOVEMBER 29, 2007.

GRANTOR:

EDWARDS FAMILY LLC

By: Garnette K. Monnie
Garnette K. Monnie, Member of Edwards Family LLC

LENDER:

D. L. EVANS BANK

x Gary Smith
Authorized Officer