

AJ5856NP

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

DATE: AUG-18-1997
PAGE: A-33

RIGHT NUMBER: 43-10070

NAME & ADDRESS: RICHARD L MILLER
6500 S 1600 W
HYRUM UT 84319

SOURCE: GROUNDWATER

QUANTITY: 0.04 CFS

THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000
GALLONS PER DAY.

PRIORITY DATE: 06/30/1979

POINT OF DIVERSION: T15S R26E S27 NWNWNE Within CASSIA County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	STOCKWATER	01-01 12-31	0.04 CFS
	DOMESTIC 1 HOME	01-01 12-31	0.04 CFS

PLACE OF USE: STOCKWATER Within CASSIA County
T15S R26E S27 NWNWNE

DOMESTIC Within CASSIA County
T15S R26E S27 NWNWNE

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A
DETERMINATION OF HISTORICAL BENEFICIAL USE.

EXPLANATORY MATERIAL: BASIS OF CLAIM - BENEFICIAL USE
PARCEL NO. 15S26E270000A
STOCKWATER, 600 BEEF

Claim proofread by: KT

Date: 9-4



State of Idaho

DEPARTMENT OF WATER RESOURCES

1341 Fillmore Street, Suite 200, Twin Falls, ID 83301-3380

Phone: (208) 736-3033 FAX: (208) 736-3037

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

November 24, 1997

Guy Arnell
218 West 13th Street
Burley, ID 83318

RE: Richard Miller Water Right Research

Dear Mr. Arnell:

You recently requested information regarding water rights for property owned by Richard Miller that is located in parts of Sections 26, 27, 28, 33, and 34 in Township 15 South, Range 26 East.

An examination of the Department's Snake River Basin Adjudication (SRBA) records indicate that Mr. Miller has the following SRBA claims filed for the property you inquired about:

A43-00120

A43-02167B

A43-02381

A43-02534B

A43-10069

A43-10070

I have enclosed copies of Proof Reports of these SRBA claims (highlighted in pink) for your reference. You may want to consider the following information when reviewing these particular SRBA claims.

Mr. Miller's SRBA claim A43-00120 is based upon an old decreed water right, 43-00120. I have enclosed a copy of a proof report of decreed water right 43-00120 (highlighted in blue) for your reference. Note that water right 43-00120 was decreed for the diversion of 1.6 cfs of Raft River water for the irrigation of land located within four (4) forty acre tracts. However, Mr. Miller's SRBA claim based on this decreed water right is for the diversion of 1.6 cfs from Raft River and Groundwater (wells) for the irrigation of 795 acres.

November 24, 1997
PAGE 2

SRBA claims A43-02167B, A43-02381, and A43-02534B are all based on old water right licenses. However, Reid & Ruth Stewart have also filed SRBA claims based on these same water right licenses as shown below:

LICENSED WATER RIGHT	MILLER SRBA CLAIM	STEWART SRBA CLAIM
43-02167 1.60 cfs for 80 acres	A43-02167B 1.60 cfs for 795 acres	A43-02167A 1.60 cfs for 40 acres
43-02381 2.74 cfs for 270 acres	A43-02381 2.74 cfs for 270 acres	A43-02381A 2.74 cfs for 105 acres
43-02534 5.20 cfs for 290 acres	A43-02534B 5.20 cfs for 290 acres	A43-02534A 5.20 cfs for 69 acres

I have enclosed copies of proof reports of water right licenses 43-02167, 43-02381, and 43-02534 (highlighted in blue), and Stewart's SRBA claims A43-02167A, A43-02381A, and A43-02534A (highlighted in green) for your reference.

Mr. Miller's SRBA claim A43-10069 is for the diversion of 7.94 cfs of groundwater for the irrigation of 795 acres. This particular claim is a beneficial use claim, meaning that its basis is the diversion of water and application to a beneficial use (in this case irrigation) without going through the standard statutory method (application / permit / licensing procedure). The priority date for a beneficial use water right is the date water was first put to beneficial use (Mr. Miller claimed 05/20/1977). After March 26, 1963, the only way to establish a non domestic groundwater right was through the statutory method. In addition, Mr. Miller's property is part of the Raft River Critical Groundwater Area which was designated in 1963 and prohibits the approval of consumptive groundwater applications.

If you have any questions, feel free to contact this office at your convenience.

Sincerely,



Corey Skinner, EIT
Dam Safety Section

Enclosures

AJ5856NP

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

DATE: AUG-8-1997
PAGE: A-37

RIGHT NUMBER: 43-10070

NAME & ADDRESS: RICHARD L MILLER
6500 S 1600 W
HYRUM UT 84319

SOURCE: GROUNDWATER

QUANTITY: 0.04 CFS

PRIORITY DATE: 06/30/1979

POINT OF DIVERSION: T15S R26E S27 NWNWNE Within CASSIA County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	STOCKWATER	01-01 12-31	0.04 CFS
	DOMESTIC DOMESTIC, 1 HOME; STOCKWA	01-01 12-31	0.04 CFS

PLACE OF USE: STOCKWATER Within CASSIA County
T15S R26E S27 NWNE

DOMESTIC Within CASSIA County
T15S R26E S27 NWNE

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

PARCEL NO. 15S26E270000A

EXPLANATORY MATERIAL: BASIS OF CLAIM - BENEFICIAL USE

Claim data entry by: KST

Date: 8/13/97

Data entry verified by: [Signature]

Date: 8-15-97

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: A43-10070
Date Received: 3/28/1989
Receipt No: S006701
Received By: SEC

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: RICHARD L. MILLER 801-245-3815
Address: 6500 S. 1600 W.
HYRUM, UT 84319

2. Date of Priority: JUN 30, 1979

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
15S	26E	27	NW	NW	NE		CASSIA

5. Description of diverting works:
WELL AND PUMP

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
DOMESTIC	01/01	12/31	0.040		
STOCKWATER	01/01	12/31	0.040		

7. Total Quantity Appropriated is:
0.040 C.F.S. (and/or) A.F.A.

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
D/1 HOUSE S/600 BEEF

10. Place of Use:

Township	Range	Section	1/4 of	1/4 of	Lot	Use	Acres
15S	26E	27	NW	NE		DOMEST	
			NW	NE		STOCK	

A43-10070

Page 1

Date: 03/28/89

MICROFILMED

MAR 05 1993

11. Place of use in counties: CASSIA

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:
NONE

14. Remarks:

15. Basis of Claim: BENEFICIAL USE

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do _____ do not _____ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: _____

For Individuals:

I/We do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s):

Date:

Date:

State of Idaho)

County of

) SS.

Subscribed and sworn (or affirmed) before me this 28th day

of March 19 89

Notary Public

Seal

Residing at

My Commission Expires

12/28/2000

IDAHO DEPARTMENT OF WATER RESOURCES
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 43-10070

NAME AND ADDRESS: LAURA MICKELSON
THAYNE MICKELSON
5200 HOLLOW ROAD
NIBLEY, UT 84321

SOURCE: GROUND WATER

QUANTITY: 0.04 CFS

THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED
13,000 GALLONS PER DAY.

PRIORITY DATE: 06/30/1979

POINT OF DIVERSION: T15S R26E S27 NWNWNE Within CASSIA County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
STOCKWATER	01-01 12-31	0.04 CFS
DOMESTIC 1 HOMES	01-01 12-31	0.04 CFS

PLACE OF USE:

STOCKWATER Within CASSIA County
T15S R26E S27 NWNWNE
DOMESTIC Within CASSIA County
T15S R26E S27 NWNWNE

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS
NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE
EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE
ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER
THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6),
IDAHO CODE.

THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A
DETERMINATION OF HISTORICAL BENEFICIAL USE.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

PARCEL NO. 15S26E270000A STOCKWATER, 600 BEEF

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: A43-10070
Date Received: 3/28/1989
Receipt No: S006701
Received By: _____

COPY FOR
YOUR FILES

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

COPY FOR
YOUR FILES

1. Name: THAYNE MICKELSON
Address: 5200 HOLLOW RD
MIBLEY UT

435-245-6144

84321

Name: LAURA MICKELSON
Address: 5200 HOLLOW RD
NIBLEY UT

435-245-6144

84321

2. Date of Priority: JUN 30, 1979

3. Source: GROUNDWATER

Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
15S	26E	27	NW	NW	NE		CASSIA

5. Description of diverting works:
WELL AND PUMP

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
DOMESTIC	01/01	12/31	0.040		
STOCKWATER	01/01	12/31	0.040		

7. Total Quantity Appropriated is:
0.040 C.F.S. (and/or)

A.F.A.

8. Total consumptive use is

Acre Feet Per Annum.

9. Non-irrigation uses:
D/1 HOUSE S/600 BEEF

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
15S	26E	27	NW	NE		DOMEST	
			NW	NE		STOCK	

11. Place of use in counties: CASSIA

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:

NONE

14. Remarks:

4-6-2000: OWNERSHIP CHANGE MILLER TO MICKELSON PER DEED SUBMITTED

15. Basis of Claim: BENEFICIAL USE

Water Right Number - R43-10070

Prefix Translation: RESEARCH

Old (D) Number -

+ - - - - Last Name - - - - + + - First Name - - + + - - - - - Address - - - - - +

*** C - CURRENT OWNER ***
MICKELSON

THAYNE

1 - 5200 HOLLOW ROAD
2 -
3 -

State- UT Zip- 84321

MICKELSON

LAURA

City- NIBLEY
Phone - 435-245-6144
1 - 5200 HOLLOW ROAD
2 -
3 -

State- UT Zip- 84321

*** O - ORIGINAL OWNER ***
MILLER

RICHARD L

1 - 6500 S 1600 W
2 -
3 -
City- HYRUM
Phone - 801-245-3815

State- UT Zip- 84319

+ - - Priority Date - - + + - - - Region - - - + + - - - Stage - - - + + - - - Status - - - +
06/30/1979 ERROR IN REGION J - BENEFICIAL USE+ - - - - Source - - - - - + + - - - - Tributary - - - - - +
GROUNDWATER+ - - - - - - - - - - - - - - - Point of Diversion - - - - - +
Twn Rng Sec Tract Lot RFlg County

15S 26E 27 NW NW NE (31) CASSIA

+ - - - - - - - - - - - - - - - Water Use - - - - - Diversion Rate Diversion Volume
Code Description Period from Period To43 - DOMESTIC 01/01 12/31 0.040
04 - STOCKWATER 01/01 12/31 0.040+ - Total Div. Rate - + + - Total Div. Volume - + + - Total Consumptive Use - + + - KW Usage - +
0.040 0.0+ - - - - - - - - - - - - - - - Place of Use - - - - - Description County
Twn Rng Sec Tract Lot Acres Code Description County
15S 26E 27 NW NE 04 STOCKWATER (31) CASSIA
15S 26E 27 NW NE 43 DOMESTIC (31) CASSIA

Total Acres:

+ - - Diversion Means - WELL AND PUMP

+ - - Non-Irrigation Use - 1 HOME

Prefix Translation: RESEARCH

----- Remarks

Old Water Right Numbers

+ - Decree Date - +
00/00/0000

-Comments

+ - - - - - Adjudication Rights Dates and Flags Area

| | | | | | |
|----------------------|--------------|-----------------------|--------------|-------------------------|-----|
| Court Report Filing | - 00/00/0000 | Field Inspection Made | - 00/00/0000 | Civil Case Number | - |
| Objection Filed Date | - 00/00/0000 | Field Inspection Flag | - | Old Case Number | - |
| Response Filed Date | - 00/00/0000 | Verified Date | - 00/00/0000 | Old Judicial District | - |
| Claim Received Date | - 03/28/1989 | Last Amended Date | - 00/00/0000 | Temporary Right | - P |
| | | Receipt Number | - S006701 | Water District | - |
| | | POU Ownership Flag | - Y | Federal/State Indicator | - S |
| | | Name Connector | - | Prescription Flag | - |
| | | | | Notice of Error Flag | - |

STATE OF IDAHO

IDAHO DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

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): A43-10069 A43-00120 A43-02167B A43-02381 A43-02534B A43-10070

Adjudication Claim No(s): _____

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

A. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**

AND

B. **PLAT OF PROPERTY** or **SURVEY MAP** showing the location of the place of use of the water right(s) or claims(s). (These are usually attached to your deed or on file with the county.)

OR

C. If your water right or adjudication claim is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with 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**.

3. Name and Address of Former Owner/Claimant

Richard L Miller
6500 S 1600 W Hyrum UT 84319

4. New Owner/Claimant(s)

Thayne, Laura Mickelson

Name Connector (Check one): ☐ and, ☐ or, ☒ and/or

New Mailing Address

5200 Hollow Rd.

City, State and ZIP Code

Nibley UT 84321

New Telephone Number

(435) 245-6144

5. Date you acquired the property

11-17-99

6. **Did you acquire all of the former owner's property? If you did, skip this item and go to item 7. If you acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). Describe in detail your portion of each water right or adjudication claim in the spaces in the box below only if the water right(s) or claim(s) need to be split between owners. If necessary, attach additional pages. If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.**

Number of acres you irrigate with this water right _____ Number and type of stock _____

Diversion rate in CFS _____ Number of homes you acquired _____ Other uses _____

7. Signature of New Owner(s) or Claimant(s)

Thayne B. Mickelson
Laura Mickelson

Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign form.

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

Cache Valley Bank
101 North Main
Logan, UT 84319
ATTN: Brad Peterson

COMMONWEALTH LAND TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

ORDER NUMBER: 32319

1. Effective Date: November 4, 1999 at 8:00 A. M.

2. Policy or Policies to be issued:

A. ☒ ALTA Owners Policy - Standard Coverage (10/17/92) Amount \$537,000.00
Premium \$1,688.25

Proposed Insured:

THAYNE MICHELSEN and LAURA MICHELSEN

B. ☒ ALTA Loan Policy ☒ Standard ☐ Extended (10/17/92) Amount \$537,000.00
Premium \$40.00
☐ With Endorsements Premium \$

Proposed Insured:

CACHE VALLEY BANK

C. ☐ Amount \$
Premium \$

Proposed Insured:

3. The Estate or Interest in the land described or referred to in this Commitment and covered herein is **FEE SIMPLE** and is at the effective date vested in:

**RICHARD L. MILLER and SONJA W. MILLER,
husband and wife**

4. The land referred to in this Commitment is situated in the County of **CASSIA**, State of Idaho, and described as follows:

SEE SCHEDULE A, PAGE 2

COPY

Countersigned: _____

Authorized Officer or Agent

This Commitment is valid only if Schedule B is attached.

CONTINUATION

SCHEDULE A

Order Number: 32319

TOWNSHIP 15 SOUTH, RANGE 26 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

| | |
|-------------|--|
| Section 26: | NW $\frac{1}{4}$, SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$ |
| Section 27: | E $\frac{1}{2}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$ |
| Section 28: | SE $\frac{1}{4}$ SE $\frac{1}{4}$ |
| Section 33: | NE $\frac{1}{4}$ NE $\frac{1}{4}$ |
| Section 34: | NW $\frac{1}{4}$ NW $\frac{1}{4}$ |

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION I

Order Number: 32319

The following are the requirements to be complied with:

1. Instrument creating the estate or interest to be insured must be executed and filed for record, to-wit:
 - a. **Deed from Richard L. Miller and Sonja W. Miller, husband and wife to Thayne Michelsen and Laura Michelsen, husband and wife.**
 - b. **Mortgage from Thayne Michelsen and Laura Michelsen , husband and wife, securing the loan.**
2. Pay the full consideration to, or for the account of, the grantors or mortgagors.
3. Pay all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
4. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, sub-contractors, labor and materialmen are all paid; and have released of record all liens or notice of intent to perfect a lien for labor or material. (Applicable to Extended Coverage only)
5. **Release of the property shown as Item No. 4 of Schedule A, hereof, from the lien of Real Estate Mortgage to secure payment of a note for \$250,000.00, and any other amounts as therein provided, together with interest and any other obligations thereby:**

Recorded: February 28, 1994 as Instrument No. 229403 on Film No. 253, records of Cassia County, Idaho.

Dated: February 22, 1994

Mortgagor: Richard L. Miller and Sonja W. Miller, husband and wife

Mortgagee: First Security Bank of Utah, N.A.

MODIFICATION OF MORTGAGE, dated February 22, 1999 and recorded April 9, 1999 as Instrument No. 262031, records of Cassia County, Idaho.

6. **Release of the property shown as Item No. 4 of Schedule A, hereof, from the lien of Mortgage to secure payment of a note for \$75,000.00, and any other amounts as therein provided, together with interest and any other obligations secured thereby:**

Recorded: September 7, 1995 as Instrument No. 238506 on Film No. 269, records of Cassia County, Idaho.

Dated: August 25, 1995

Mortgagor: Richard L. Miller and Sonja W. Miller, husband and wife

Mortgagee: First Security Bank of Utah, N.A.

-Continued-

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION I

Order Number: 32319

NOTE: In the event this commitment is cancelled prior to the issuance of the policy committed for herein, a fee will be charged in compliance with the State of Idaho Department of Insurance Regulations.

NOTE: Many companies as well as governmental agencies over which the Company has no control are often needed to provide critical information or services to consummate real estate transactions. These companies or agencies may not be prepared for "Year 2000" and related data processing errors (commonly known as "Y2K") in their computer systems. The purpose of this note is to advise you as our customer that if the companies or governmental agencies involved in this transaction are not Y2K compliant, there may be delays in consummating your transaction. Please consider this potential issue as part of your planning for closing this transaction. This Note is for information purposes only and it will not be carried over into any title policy and will not be construed in any way to modify or limit any policy which is issued pursuant to this Commitment/Report.

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION II

Order Number: 32319

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession, or claiming to be in possession, thereof.
2. Easements, liens, encumbrances, or claims thereof, which are not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey of the land would disclose, and which are not shown by the public records.
4. Any lien, or right to a lien, imposed by law for services, labor, or material heretofore or hereafter furnished, which lien, or right to a lien, is not shown by the public records.
5. Taxes or assessments which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
6. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity or garbage collection or disposal or other utilities unless shown as an existing lien by the public records.
7. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereof covered by this Commitment.
8. Liens in favor of the State of Idaho that might be disclosed by any Notice of Lien filed in the Office of the Secretary of State of Idaho against the vested owner or prior owner or against the purchaser of the land described herein.
9. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Indian treaty or aboriginal rights, including, but not limited to, easements or equitable servitudes; or, (d) water rights, claims or title to water, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public records.

-Continued-

CONTINUATION

SCHEDULE B - SECTION II

Order Number: 32319

10. Taxes for 1999 and subsequent years, a lien, but not yet due or payable.
11. Reservations contained in Warranty Deed from W. Lester Hawkins and Vivian B. Hawkins, his wife, to Ervin T. Hawkins, dated October 15, 1945 and recorded November 29, 1946 as Instrument No. 157170, records of Cassia County, Idaho, which reads as follows: "Reserving a right of way for irrigation ditch as now constructed along the North side of said property, and a right of way for ingress and egress along the South bank of said ditch." (Affects Section 26, Township 15 South, Range 26 E.B.M.)
12. Reservations contained in Warranty Deed from Ervin T. Hawkin and his wife, Brenda S. Hawkins, to Richard H. Smith, dated January 26, 1948, and recorded September 24, 1948, as Instrument No. 163702 in Book 53 of Deeds on Page 599, records of Cassia County, Idaho, which reads as follows: "The parties of the first part except and reserve unto themselves, their successors, or assigns, forever, an undivided one fourth interest in and to all oil, gas, petroleum, naptha, or other hydrocarbon substances and minerals of whatsoever nature, in, upon, or beneath the property herein above described, including right of entry and all other rights which may be necessary for the development, production, and removal of such products." (Covers the SW $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$ in Section 26; the S $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$ and NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 27; SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 28; NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 33; NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 34, all in Township 15 South, Range 26, East of the Boise Meridian.)
13. Reservations contained in Quitclaim Deed from Ervin T. Hawkins and his wife, Brenda S. Hawkins, parties of the first part, to Richard H. Smith, party of the second part, dated January 26, 1948, and recorded September 24, 1948, as Instrument No. 164703 in Book 51 of Deeds on Page 399, records of Cassia County, Idaho, which reads as follows: "Excepting and reserving unto themselves, their successors, or assigns, forever, an undivided one fourth interest in and to all oil, gas petroleum, naptha, or other hydrocarbon substances and minerals of whatsoever nature, in, upon, or beneath the property herein above described, including right of entry and all other rights which may be necessary for the development, production, and removal of such products." (Covers the N $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 26, and the N $\frac{1}{2}$ NE $\frac{1}{4}$ and SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 27, all in Township 15 South, Range 26, East of the Boise Meridian.)
14. Reservations contained in Warranty Deed from Heleman Steward and his wife, Sybil S. Stewart, and T. Lynn Stewart, a single man, parties of the first part, to Richard H. Smith, party of the second part, dated October 12, 1951, and recorded November 14, 1951, as Instrument No. 173927 in Book 56 of Deeds, on Page 314, records of Cassia County, Idaho, which reads as follows: "The parties of the first part except and reserve unto themselves, their successors, or assigns, forever, an undivided one fourth interest in and to all oil, gas, petroleum, naptha, or other hydrocarbon substances and minerals of whatsoever nature, in, upon, or beneath the property herein above described, including right of entry to develop and remove such products." (Covering the SE $\frac{1}{4}$ of Section 27; W $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 26; all in Township 15 South, Range 26 East of the Boise Meridian.)

CONTINUATION

SCHEDULE B - SECTION II

Order Number: 32319

15. Reservations contained in Warranty Deed from M. R. Stewart, party of the first part, to Richard H. Smith, party of the second part, dated October 12, 1951, and recorded November 14, 1951, as Instrument No. 173928 in Book 56 of Deeds on Page 315, records of Cassia County, Idaho, which reads as follows: "The part of the first part excepts and reserves unto themselves, their successors, or assigns, forever, an undivided one fourth interest in and to all oil, gas petroleum, naptha, or other hydrocarbon substances and minerals of whatsoever nature, in, upon, or beneath the property herein above described, including right of entry to develop and remove such products." (Covers NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 26, Township 15 South, Range 26 East of the Boise Meridian.)
16. Reservation contained in Warranty Deed from Richard H. Smith, a widower, as party of the first part, to Heleman Stewart, T. Lynn Stewart, and M. R. Stewart, as joint tenants and not as tenants in common but to the survivor of them, as parties of the second part, dated October 4, 1951, and recorded May 5, 1953, as Instrument No. 178810 in Book 58 of Deeds, Page 13 records of Cassia County, Idaho, which reads as follows: "The party of the first part excepts and reserves unto themselves, their successors, or assigns, forever, an undivided one fourth interest in and to all oil, gas petroleum, naptha, or other hydrocarbon substances and minerals of whatsoever nature, in, upon, or beneath the property herein above described, including right of entry to develop, produce and remove such products." (Covers E $\frac{1}{2}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 27, Township 15 South, Range 26, East of the Boise Meridian.)
17. Reservation contained in Warranty Deed from M. R. Stewart, also known as Mabel R. Stewart; Boyd H. Stewart, also known as Heleman Stewart, and Sybil S. Stewart, husband and wife, and Lynn Stewart, to Richard H. Smith, dated April 5, 1958, and recorded April 15, 1958, as Instrument No. 196831, records of Cassia County, Idaho, which reads as follows: "Reserving unto Grantors herein an undivided one fourth interest in and to any and all oil and mineral rights and to the right to prospect for, develop and remove them from the premises herein granted, should the same be found to exist therein." (Covers the NE $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$ and E $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 27; SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 28; NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 33; NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 34; all in Township 15 South, Range 26 East of the Boise Meridian.)
18. Reservation contained in Warranty Deed from Richard H. Smith, a widower, to Vincent P. Tobin and Norma J. Tobin, husband and wife, dated March 15, 1962, and recorded March 19, 1962, as Instrument No. 5806 on Film No. 12, records of Cassia County, Idaho, which reads as follows: "Excepting and reserving to Grantor 85 per cent of all oil and mineral rights." (Covers the NW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$ and W $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 26; SE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 27, all in Township 15 South, Range 26 East of the Boise Meridian.)
ASSIGNED BY: Quitclaim Deed from Richard H. Smith, a widower, to Cache Valley Seed and Produce Company, A Utah Corporation, dated August 29, 1973 and recorded September 10, 1973 as Instrument No. 72315 on Film No. 84, records of Cassia County, Idaho. "An undivided one-half interest and all mineral rights Reserved by Grantor."
CORRECTED BY: Quitclaim Deed dated February 6, 1974 and recorded February 22, 1974 as Instrument No. 75008 on Film No. 87, records of Cassia County, Idaho. "This deed is to correct a deed dated August 29, 1973 which was intended to convey only an undivided one-half interest in all mineral rights."

-Continued-

CONTINUATION

SCHEDULE B - SECTION II

Order Number: 32319

19. Agreement for Purchase of Power between Raft River Rural Electric Cooperative, Inc., as Seller, and The Condor Company, as Consumer, dated March 27, 1963, and recorded March 25, 1964, as Instrument No. 17602 on Film No. 26, records of Cassia County, Idaho, covering Section 26, Township 15 South, Range 26 East of the Boise Meridian.
20. Geothermal Lease and Agreement between Harlan B. Jensen, also known as Harlan Jensen and Bette J. Jensen, husband and wife, as Lessors, and Cordero Mining Company, as Lessee, dated August 7, 1972, and recorded September 22, 1972, as Instrument No. 65303 on Film No. 78, records of Cassia County, Idaho, covering the SW $\frac{1}{4}$ and W $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 26; E $\frac{1}{2}$, E $\frac{1}{2}$ SW $\frac{1}{4}$ and SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 27; SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 28; NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 33; and NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 34, all in Township 15 South, Range 26 East of the Boise Meridian.
ASSIGNED TO: Sun Oil Company, a Delaware corporation, by an Assignment dated March 23, 1973, and recorded April 2, 1976, as Instrument No. 69080, records of Cassia County, Idaho.
ASSIGNED TO: Sunoco Energy Development Co., a Delaware corporation by an Assignment dated September 19, 1975, and recorded October 30, 1975, as Instrument No. 86469, records of Cassia County, Idaho.
21. Geothermal Lease and Agreement between Richard H. Smith, as Lessor, and Raft River Rural Electric Cooperative, Inc., a corporation, as Lessee, dated August 29, 1973 and recorded September 28, 1973 as Instrument No. 72641 on Film No. 84, records of Cassia County, Idaho. (Affects all of Section 26, Township 15 South, Range 26 East of the Boise Meridian and additional property.)
22. Geothermal Lease and Agreement between Cache Valley Seed and Produce Company, as Lessors, and Raft River Rural Electric Cooperative, Inc., as Lessee, dated August 29, 1973 and recorded September 28, 1973 as Instrument No. 72642 on Film No. 84, records of Cassia County, Idaho. (Affects all of Section 26, Township 15 South, Range 26 East of the Boise Meridian and additional property.)
23. Oil, Gas and Mineral Lease between Jensen Enterprises, an Idaho corporation, as Lessor, and Standard American Co., as Lessee, dated July 1, 1973, and recorded March 15, 1974, as Instrument No. 75343 on Film No. 87, records of Cassia County, Idaho. (Affects herein and additional property)
24. Oil, Gas and Mineral Lease between Ervin T. Hawkins and Brenda S. Hawkins, husband and wife; T. Lynn Stewart and Laura Gai Stewart, husband and wife; Gail S. Knight, a married woman dealing in her sole and separate property; June S. Spackman, a married woman dealing in her sole and separate property; and Boyd H. Stewart and Sybil Stewart, husband and wife, as Lessors, and Standard American Co., as Lessee, dated March 30, 1974 and recorded April 4, 1974 as Instrument No. 75841 on Film No. 88, records of Cassia County, Idaho. (Affects herein and additional property)

CONTINUATION

SCHEDULE B - SECTION II

Order Number: 32319

25. Reservation contained in Warranty Deed from Richard H. Smith, a widower, to Ida E. Tobin, a widow, dated June 7, 1972, and recorded December 31, 1974, as Instrument No. 80384 on Film No. 93, records of Cassia County, Idaho, which reads as follows: "Reserves three fourths of oil, gas and mineral rights on said property." (Covers the E $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 26; NE $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$ and S $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 27; SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 28; NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 33; NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 34; All in Township 15 South, Range 26 East of the Boise Meridian.)
26. Reservation contained in Warranty Deed from Harlan B. Jensen and Betty J. Jensen, husband and wife, to Reid S. Stewart and Ruth O. Stewart, husband and wife, dated December 29, 1977, and recorded January 9, 1978, as Instrument No. 104032 on Film No. 114, records of Cassia County, Idaho, which reads as follows: "Excepting and reserving unto Grantors and specifically retaining in Grantors any and all mineral, oil, gas, geothermal steam and all other under the surface rights in and to said premises, together with any and all rights and benefits, including, but not limited to, rental payments arising from or growing out of any existing leases, with options to renew, in which said Grantors have any interest." (Affects herein and additional property)
27. Agreement for Purchase of Power between Raft River Rural Electric Cooperative, Inc., as Seller, and Miller & Coggins, Richard L. Miller, as Consumer, dated March 18, 1978, and recorded May 22, 1978, as Instrument No. 107788 on Film No. 117, records of Cassia County, Idaho, covering the E $\frac{1}{2}$ of Section 27, Township 15 South, Range 26 East of the Boise Meridian.
28. Agreement for Purchase of Power between Raft River Rural Electric Cooperative, Inc., as Seller and Richard L. Miller, as Consumer, dated March 4, 1977, and recorded June 25, 1979, as Instrument No. 117971 on Film No. 127, records of Cassia County, Idaho, over and across the SE $\frac{1}{4}$ of Section 27, Township 15 South, Range 26 East of the Boise Meridian.
29. Tax Deed to Cassia County, Idaho, dated March 18, 1982, and recorded March 19, 1982, as Instrument No. 141960 on Film No. 147, records of Cassia County, Idaho, conveying an undivided one-half interest in all mineral rights on said property. (SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 22, SW $\frac{1}{4}$ SW $\frac{1}{4}$ Section 23; N $\frac{1}{2}$, SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$ Section 26; S $\frac{1}{2}$, NE $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$ Section 27; SE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 28; NE $\frac{1}{4}$ NE $\frac{1}{4}$ Section 33; NW $\frac{1}{4}$ NW $\frac{1}{4}$ Section 34; NW $\frac{1}{4}$ NE $\frac{1}{4}$ Section 35, all in Township 15 South, Range 26 East of the Boise Meridian.)
30. Agreement for Electric Service, between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric cooperative, and Richard L. Miller, dated May 24, 1988 and recorded June 2, 1988 as Instrument No. 195790 on Film No. 199, records of Cassia County, Idaho. NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec. 27, Twp. 15 S., Rge. 26, E.B.M.

-Continued-

CONTINUATION

SCHEDULE B - SECTION II

Order Number: 32319

31. Agreement for Electric Service, between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric cooperative, and Richard L. Miller, dated May 24, 1988 and recorded June 2, 1988 as Instrument No. 195792 on Film No. 199, records of Cassia County, Idaho. SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec. 27, Twp. 15 S., Rge. 26, E.B.M.
32. Agreement for Electric Service, between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, and Richard L. Miller, dated May 9, 1994 and recorded June 9, 1994 as Instrument No. 231310 on Film No. 256, records of Cassia County, Idaho, over and across the E $\frac{1}{2}$ of Section 27 Township 15 South, Range 26 East of the Boise Meridian.
33. Agreement For Electric Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller and Richard Miller, Consumer, dated April 21, 1998 and recorded July 30, 1998 as Instrument No. 257017 on Film No. 301, records of Cassia County, Idaho covering the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 33, Township 15 South, Range 26 East of the Boise Meridian.
34. Agreement For Electric Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller and Richard Miller, Consumer, dated May 22, 1997 and recorded July 30, 1998 as Instrument No. 257018 on Film No. 301, records of Cassia County, Idaho covering the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 26, Township 15 South, Range 26 East of the Boise Meridian.

END OF SCHEDULE B

**Commonwealth**

Commonwealth Land Title Insurance Company, a Pennsylvania corporation, herein called the company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate 120 days after the effective date hereof or when the policy or policies committed for shall be issued, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the company.

IN WITNESS WHEREOF, COMMONWEALTH LAND TITLE INSURANCE COMPANY has caused its Corporate Name and Seal to be hereunto affixed; this instrument, including Commitment, Conditions and Stipulations attached, to become valid when countersigned by an Authorized Officer or Agent of the Company.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Attest:

David E. Henry

Secretary



By:

Michael

Chairman and Chief Executive Officer

Conditions and Stipulations

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Conditions and Stipulations, and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

A hand-drawn map of a region in Nevada, showing a grid of sections numbered 1 through 36. The map includes geographical features like 'Creek 11', 'Creek 2', 'Creek', and 'Canyon'. Key locations marked include 'HOTWELL', 'GEOTHERMAL SITES', 'CROOK GREENHOUSE', 'STEWART RCH.', 'PVT. CEM.', 'RAFT', 'BRIDGE PARK', 'STANROD RD.', and 'BRIDGE'. A large 'T 15' is written on the left, and 'R 26' is at the top. A shaded area is labeled 'RAFT' and 'CROOK GREENHOUSE'. Arrows point to 'GEOTHERMAL SITES' in two locations. The map is overlaid with a grid of sections numbered 1 through 36.

REAL ESTATE MORTGAGE

For Value Received, THAYNE R. MICKELSON AND LAURA MICKELSON

the mortgagor WE, do hereby grant, bargain, sell and convey unto

the mortgagee , the following described premises, in CASSIA County, Idaho, to-wit:
TOWNSHIP 15 SOUTH, RANGE 26 EAST OF THE BOISE MERIDIAN, CASSIA COUNTY, IDAHO

SECTION 26: NW $\frac{1}{4}$, SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$
SECTION 27: E $\frac{1}{2}$, E $\frac{1}{2}$ W $\frac{1}{2}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$
SECTION 28: SE $\frac{1}{4}$ SE $\frac{1}{4}$
SECTION 33: NE $\frac{1}{4}$ NE $\frac{1}{4}$
SECTION 34: NW $\frac{1}{4}$ NW $\frac{1}{4}$

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto the said mortgagee , CAC VALLEY BANK heirs and assigns forever.

This conveyance is intended as a mortgage to secure the payment of the sum of TWO HUNDRED THIRTY SIX THOUSAND TWO HUNDRED AND NO/100*****DOLL with interest, in accordance with the terms of a promissory note of even date herewith, payable to the order o mortgagee, with final payment due DECEMBER 17, 2019 and providing for acceleration of the due date of the principal for default in the payment of interest or any install of principal, and providing for a reasonable attorney's fee in case of suit or action.

The mortgagorS covenant and agree with, the mortgagee as follows: That they the ownerS in fee simple of the above described premises and th are free from all encumbrances

That they will pay the indebtedness hereby secured promptly, according to the terms of said promissory note. That they will pay all taxes, liens and asse of any nature hereafter levied or imposed, or becoming payable, upon said premises not later than the twentieth day before delinquency. That they will keep the b on said premises insured against loss or damage by fire, by some insurance company acceptable to the mortgagee with loss, if any, payable to the mortgagee as interest may appear, in the sum of at least \$236,200.00, and deliver such policy or policies of insurance to the mortgagee , until the sums secured by this mortg fully paid with interest. The mortgagee may from time to time and whenever it so desires, cause an abstract of title to be continued to the then date or procure a titk from a reputable title company and the mortgagor agreeS to pay the cost thereof upon demand.

If the mortgagor shall fail to pay any such tax or lien, abstract or title report charge, or fail to maintain such fire insurance, the mortgagee may pay the : procure said insurance, abstract continuation or title report and pay the cost thereof, and all payments by the mortgagee for any such purposes shall be added to the in ness hereby secured, and shall be repayable on demand, with interest at the rate of eight (8) per cent per annum until paid.

For the purpose of further securing said indebtedness and performance of the covenants herein contained, the mortgagor hereby sellS and assignS to the mortga any and all rentals accruing, or to accrue on said premises, during the life of this mortgage.

Now, if the said mortgagor shall pay or cause to be paid all moneys which may become due upon said promissory note and shall otherwise comply with th and conditions hereof, this conveyance shall be void; but in case default shall be made in the payment of the indebtedness hereby secured, or any part thereof, principal or i or in any of the covenants or agreements herein contained, then the mortgagee Cache Valley BANK or assigns, at his option, may declare the entire edness hereby secured immediately due and payable, and foreclose this mortgage and cause said mortgaged premises to be sold in the manner provided by law, and ou moneys arising from such sale retain principal and interest together with any sums advanced as provided herein, with interest as aforesaid, together with the costs and ch such foreclosure suit and sale, including such sum as the court may adjudge reasonable as an attorney's fee to be allowed the plaintiff, and the overplus, if any there be, p to the mortgagor Thayne R. Mickelson heirs and assigns.

Dated: Laura Mickelson

Thayne R. Mickelson
THAYNE R. MICKELSON

Laura Mickelson
LAURA MICKELSON

UTAH
STATE OF IDAHO, COUNTY OF CACHE
On this 17TH day of NOVEMBER , 1999 ,
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
Comm. Expires

Idaho.

| | | |
|---|--|---|
| THAYNE R. MICKELSON
LAURA MICKELSON
54 HOLLOW ROAD
NTBLEY, UT 84321
BORROWER'S NAME AND ADDRESS
<small>Includes each borrower above, jointly and severally.</small> | CACHE VALLEY BANK
101 NORTH MAIN ST. - BOX 3227
LOGAN, UT 84 -3227
LENDER'S NAME AND ADDRESS
<small>Includes the lender, its successors and assigns.</small> | <small>Loan File Number</small> 51-00660-9
<small>Date</small> NOVEMBER 17, 1999
<small>Loan Amount \$</small> 537,000.00
<small>Maturity Date</small> DECEMBER 17, :
<small>Renewal Of</small> _____ |
|---|--|---|

**DISCLAIMER OF ORAL
AGREEMENTS**

The Borrower and Lender (hereinafter the "Parties") have entered into a credit transaction on the date set forth above. In conjunction transaction the Parties have executed one or more promissory notes, assignments, security agreements, guaranty agreements, n deeds of trust or other documents. It is the intention of the Parties that this Disclaimer be incorporated by reference into each of the c so executed for this transaction.

The Parties warrant and represent that the entire agreement made between the Parties is contained within the executed documents, as and supplemented hereby, and that no agreements or promises exist between the Parties that are not reflected in the language of ti documents executed in conjunction with this transaction.

**THE WRITTEN CREDIT AGREEMENT REPRESENTS THE FINAL EXPRESSION OF THE AGREEMENT
BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY
EVIDENCE OF ANY ALLEGED PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL
AGREEMENTS BETWEEN THE PARTIES.**

ORIGINAL

| | |
|--|--|
| X <u>Thayne R. Mickelson</u>
<small>Borrower Signature</small>
THAYNE R. MICKELSON
X <u>Laura Mickelson</u>
<small>Borrower Signature</small>
LAURA MICKELSON

<small>Borrower Signature</small> | CACHE VALLEY BANK
<small>Lender</small>
By: <u>[Signature]</u>

Title: VICE-PRESIDENT |
|--|--|

