

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

AUG 01 2022

DEPARTMENT OF
WATER RESOURCES

Notice of Security Interest in a Water Right

and a request to be notified of a change in ownership or any proposed
or final action to amend, transfer, or otherwise modify the water right(s)

Attach pages with additional information. Incomplete forms will be returned.

Completed
8/19/22
OF
DE

1.	Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.
	45-13540 ✓			
	45-2514 ✓			
	45-4254 ✓			

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 Bank
- P. O. Box 87
- Twin Falls, ID 83303
- Phone 208-736-9300
- Email central@dlevans.com
4. Name of Water Right Owner/Claimant(s) Kelly Grant Wyatt and Karen L Wyatt
5. Expiration Date of Notification Period 6/20/2033
6. Is this a Renewal of Request for Notification? ☐ YES ☒ NO
7. Signature(s) of Security Interest Holder(s) B. Allen
- Title, if applicable Loan Officer

For Office Use Only

Received by Ku Date 8.1.22 Receipt No. C113569 Fee \$ 75.00

Processed by AJ _____ Date _____ WR _____ Date _____

RECORDATION REQUESTED BY:
D. L. Evans Bank
North Butley Branch
P.O. Box 1188
397 North Overland Ave.
Butley, ID 83318

WHEN RECORDED MAIL TO:
D. L. Evans Bank
North Burley Branch
P.O. Box 1188
397 North Overland Ave.
Burley, ID 83318

SEND TAX NOTICES TO:
Kelly Wyatt
Karen Wyatt
413 S 50 W
Burley, ID 83318

#22456036

MORTGAGE between Kelly Wyatt and Karen Wyatt, husband and wife, 2000, Box 1188, 397 North

THIS MORTGAGE dated June 23, 2022, is made by and between Evans Bank, whose office is located at 10000 Evans Road, Suite 100, Dallas, Texas 75243, and D. L. Evans, a single individual, who is the owner of the property described below as "Grantor" and D. L. Evans, a single individual, who is the owner of the property described below as "Lender").

[illegible]

title, and interest in and to the above described premises, together with any and all improvements and fixtures; all easements, rights, royalties, and all other rights; and all utilities with ditch or irrigation rights); and the "Real Property" located in Cassia County, Idaho, consisting of the following:

minerals, oil, gas, geothermal energy, and other resources attached here to and made a part of the Southwest Irrigation Project from the Southwest Irrigation Project property.

[illegible][illegible]

rights appurtenant to the above described water right No. 45-42254 with other water rights and ditch owned or controlled by Idaho State Department of Water Resources Water Right No. 45-42254 with other water rights and ditch owned or controlled by Idaho State Department of Water Resources Water Right No.

[illegible][illegible]

together with a claimed priority date of 45-13540 with all other water rights with any and all other irrigation equipment and ditch rights thereto and additions thereto and replacements thereof and additions to the above premises, especially but not limited to the equipment and ditch rights to each.

Together with all irrigation equipment and accessories to each.
acquired by the grantors and electrical panels and accessories to each.
pipe, casing, motor and electrical panels and accessories to each.

pipe, casing, more
places is commonly known as 327 S 400 W, Boney, is
commonly known as 327 S 400 W, Boney, is commonly known as 327 S 400 W, Boney,
commonly known as 327 S 400 W, Boney, is commonly known as 327 S 400 W, Boney,

[illegible]

(c) PERFORMANCE OF RENTS AND THE SECURITY INTEREST ON THE FOLLOWING TERMS:

[illegible][illegible][illegible][illegible][illegible][illegible][illegible][illegible]

Grantee shall have the right to enter upon the Property to make such inspections and tests, at Grantor's expense, for the purpose of determining compliance with applicable federal, state, and local laws, regulations and ordinances, including without limitation, those relating to environmental protection, health, safety or welfare.



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shall be

[illegible][illegible]

party shall not demolish or remove any improvement on the property without the written consent of the Grantor to make a

Removal of Improvements. Grantor shall not demolish or remove any improvements to the Real Property at all reasonable times to attend to the business of the Lender. Lender may require Grantor to make any improvements to the Real Property at all reasonable times to attend to the business of the Lender.

As a condition to the foregoing, Lender and Lender's agents and representatives may enter upon the Real Property at least once each year for the purpose of inspecting and verifying the state of repair and condition of the improvements on the Real Property. As a condition to the foregoing, Lender and Lender's agents and representatives may enter upon the Real Property at least once each year for the purpose of inspecting and verifying the state of repair and condition of the improvements on the Real Property.

[illegible][illegible][illegible][illegible][illegible][illegible][illegible][illegible]

_____ shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any advance payment is made by Lender to the Contractor. Lender shall have the right to inspect and audit the Contractor's books and records relating to the work, services, or advance payment at any time a written request is made by Lender. If the Contractor fails to comply with this requirement, Lender shall have the right to suspend payment to the Contractor until compliance is achieved. Lender shall not be liable for any delay or cost incurred by the Contractor in connection with this requirement. Lender shall not be liable for any delay or cost incurred by the Contractor in connection with this requirement. Lender shall not be liable for any delay or cost incurred by the Contractor in connection with this requirement.

Notice of Construction. Grantor shall notify if any mechanics' lien, or other claim, is supplied to the Property, which exceeds \$1,000.00. Grantor will upon request of the Property, pay such improvements.

[illegible]

Maintenance of Insurance.

a replacement basis for cause, and with a standard coverage amounts as Lender's insurance companies and in such form that of any coinsurance liability. Additionally, Grantor shall maintain such other insurance containing a stipulation that comprehensive general liability policies. Policies shall be written by coverage from each insurer not containing that in such liability insurance as Lender may require. Policy certificates of coverage from each insurer providing that interruption and boiler insurance as Lender shall deliver to Lender (15) days' prior to include an endorsement Should the Real Grantor shall deliver to Lender a minimum of fifteen (15) days' policy also shall include an endorsement Should the Real reasonably acceptable or diminished without a notice. Each insurance policy also shall include an endorsement Should the Real coverage will not be cancelled or failure to give such by any act, omission or default of Grantor or any other person. Should the Real disclaimer of the insurer's liability for failure to be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real coverage be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area. Grantor agrees to obtain and maintain flood insurance, if available, for the full unpaid principal balance of the loan and any otherwise area. Grantor agrees to obtain and maintain flood insurance, if available, for the full unpaid principal balance of the loan and any otherwise area. Grantor agrees to obtain and maintain flood insurance, if available, for the full unpaid principal balance of the loan and any otherwise area. Grantor agrees to obtain and maintain flood insurance, if available, for the full unpaid principal balance of the loan and any otherwise area.

[illegible]

Grantor shall promptly notify Lender if any of the proceeds of any insurance policy covering the Property, including but not limited to, fire, theft, flood, windstorm, hail, or other perils, is received by Grantor or any other person, and the proceeds are not used for the restoration and repair of the Property. If the proceeds are not used for the restoration and repair of the Property, Grantor may make proof of loss if Grantor fails to do so within the time period specified in the policy, receive and retain the proceeds, or the restoration and repair of the Property is not completed within the time period specified in the policy. Grantor shall promptly notify Lender if any of the proceeds of any insurance policy covering the Property, including but not limited to, fire, theft, flood, windstorm, hail, or other perils, is received by Grantor or any other person, and the proceeds are not used for the restoration and repair of the Property. If the proceeds are not used for the restoration and repair of the Property, Grantor may make proof of loss if Grantor fails to do so within the time period specified in the policy, receive and retain the proceeds, or the restoration and repair of the Property is not completed within the time period specified in the policy.

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**MORTGAGE
(Continued)**

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as Grantor's interests may appear.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of any Event of Default.

as Grantor's interests may appear.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender; and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Mortgage:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (2) a specific tax on Borrower which Borrower is authorized or required to deduct limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Borrower.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Security Agreement:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refilled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Borrower's and Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole

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(Continued)**

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recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorney's fees and Lender's legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

NOTICES. Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:
Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.
Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.
Governing Law. This Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Idaho without regard to its conflicts of law provisions. This Mortgage has been accepted by Lender in the State of Idaho.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Cassia County, State of Idaho.
Joint and Several Liability. All obligations of Borrower and Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Grantor signing below is responsible for all obligations in this Mortgage.
No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Mortgage shall not prejudice or constitute a waiver of Lender's right otherwise demanded strict compliance with that provision or any other provision of this Mortgage. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any person or circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other person or circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.
Successors and Assigns. Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.
Waive Jury. All parties to this Mortgage hereby waive the right to any action, proceeding, or counterclaim brought by any party against any other party.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Idaho as to all indebtedness secured by this Mortgage.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms of Idaho as to all indebtedness secured by this Mortgage.
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Borrower. The word "Borrower" means Kelly Grant Wyatt and Karen L Wyatt and includes all co-signers and co-makers signing the Note and all their successors and assigns.
Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.
Grantor. The word "Grantor" means Kelly Wyatt and Karen Wyatt.
Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.
Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous

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Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage.

Lender. The word "Lender" means D. L. Evans Bank, its successors and assigns.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Note. The word "Note" means the promissory note dated June 23, 2022, in the original principal amount of \$819,908.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property, together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property. However, should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Personal Property is limited to only those items specifically covered (currently or hereafter) by Coverage A of the standard flood insurance policy issued in accordance with the National Flood Insurance Program or under equivalent coverage similarly issued by a private insurer to satisfy the National Flood Insurance Act (as amended).

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness, except that the words do not mean any guaranty or environmental agreement, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

Kelly Wyatt Karen Wyatt
Kelly Wyatt Karen Wyatt

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Idaho)
COUNTY OF Minidoka) SS)

This record was acknowledged before me on June 23rd, 2022 by Kelly Wyatt and Karen Wyatt.



Brian Wilde
Notary Public in and for the State of Idaho

My commission expires 3-26-2028

Exhibit "A"

Legal Description:

PARCEL NO. 1

TOWNSHIP 11 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN, CASSIA COUNTY, IDAHO

Section 10: NW¼, LESS the following described parcel:

Beginning at the West ¼ corner of Section 10 said corner marked by an iron pipe with brass cap on top;
Thence North 00°04'37" West along the West line of Section 10 for a distance of 888.50 feet to THE POINT OF BEGINNING;
Thence North 00°04'37" West along the West line of Section 10 for a distance of 300.63 feet;
Thence South 89°39'17" East for a distance of 20.92 feet to a ½ inch rebar;
Thence South 89°39'17" East for a distance of 240.00 feet to a ½ inch rebar;
Thence South 01°08'47" West for a distance of 104.27 feet to a ½ inch rebar;
Thence South 88°07'33" East for a distance of 38.56 feet to a ½ inch rebar;
Thence South 03°30'10" West for a distance of 65.14 feet to a ½ inch rebar;
Thence South 85°18'45" East for a distance of 30.90 feet to a ½ inch rebar;
Thence South 02°17'18" East for a distance of 114.28 feet to a ½ inch rebar;
Thence South 67°21'39" West for a distance of 49.86 feet to a ½ inch rebar;
Thence North 88°30'17" West for a distance of 258.19 feet to a ½ inch rebar;
Thence North 88°30'17" West for a distance of 24.22 feet to THE POINT OF BEGINNING.

PARCEL NO. 2

TOWNSHIP 11 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN, CASSIA COUNTY, IDAHO

Section 10: That part of the W½NE¼ lying West of the centerline of "J" Canal EXCEPTING THEREFROM the following described parcel:

Beginning at the North ¼ section corner of Section 10, said corner marked by a 3 inch Cassia County survey cap which point shall be THE POINT OF BEGINNING;
Thence South 0°08'46" East along the West line of the W½NE¼ for 159.00 feet;
Thence South 49°44'46" East for 1034.57 feet to the centerline of "J" Canal;
Thence North 09°16'52" East for 825.17 feet to the North line of said Section 10;
Thence North 89°11'04" West along the North section line for 923.15 feet to THE POINT OF BEGINNING.

Exhibit "A" attached to a Mortgage dated June 23, 2022 in the names of Kelly Wyatt and Karen Wyatt.


Kelly Wyatt


Karen Wyatt