

RECEIVED

AUG 01 2022

DEPARTMENT OF
WATER RESOURCESSTATE OF IDAHO
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.

DE

1.	Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.
	2-7384 ✓			
	2-7095 ✓			
	2-2178 ✓			
	57-10925 ✓			

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

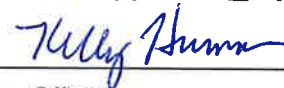
Email central@dlevans.com

4. Name of Water Right Owner/Claimant(s) Dennis Ray Turner & Debra Kay Turner

5. Expiration Date of Notification Period June 5, 2047

6. Is this a Renewal of Request for Notification? ☐ YES ☒ NO

7. Signature(s) of Security Interest Holder(s)



Title, if applicable

Loan Officer

For Office Use OnlyReceived by Ku Date 8.1.22 Receipt No. C113570 Fee 100

Processed by AJ _____ Date _____ WR _____ Date _____

11/17/2022 ELECTRONICALLY RECORDED - DO NOT
REMOVE THE COUNTY STAMPED FIRST
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT.

RECORDATION REQUESTED BY:

D. L. Evans Bank
Jerome Branch
980 S. Lincoln
Jerome, ID 83338

WHEN RECORDED MAIL TO:

D. L. Evans Bank
Jerome Branch
980 S. Lincoln
Jerome, ID 83338

SEND TAX NOTICES TO:

Dennis Ray Turner
Debra Kay Turner
2558 Williams Lane
Homedale, ID 83628

Instrument # 312275
MURPHY, OWYHEE, IDAHO
2022-05-27 02:28:01 No. of Pages: 7
Recorded for: PIONEER TITLE COMPANY/OWYHEE
ANGELA BARKELL Fee: \$45.00
Ex-Officio Recorder Deputy: map
Index To: MORTGAGE
Electronically Recorded by Simplifile

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MORTGAGE

THIS MORTGAGE dated May 27, 2022, is made and executed between Dennis Ray Turner and Debra Kay Turner, husband and wife (referred to below as "Grantor") and D. L. Evans Bank, whose address is 980 S. Lincoln, Jerome, ID 83338 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, grants, bargains, sells and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Owyhee County, State of Idaho:

Parcel A:

A parcel of land located in Section 30, Township 4 North, Range 5 West, Boise Meridian, Owyhee County, Idaho. Being further described as follows:

BASIS OF BEARING:

The North line of the Northwest Quarter of the Southeast Quarter of Section 30, Township 4 North, Range 5 West, Boise Meridian, derived from found monuments and taken as South 89°03'29" East with the distance between monuments found to be 1,318.28 feet.

BEGINNING at a point on the East line of the Northwest Quarter of the Southeast Quarter of said Section 30, Township 4 North, Range 5 West, Boise Meridian from which the Center East 1/16 Corner of said Section 30 bears North 00°01'42" West, a distance of 29.10 feet; thence along the East line of the Northwest Quarter of the Southeast Quarter of said Section 30, South 00°01'42" West, to a found aluminum cap monument being the Southeast 1/16 Corner of said Section 30, a distance of 1,316.80 feet; thence along the East line of the Southwest Quarter of the Southeast Quarter of said Section 30, South 00°05'44" West, to a found aluminum cap monument being the East 1/16 South Corner of said Section 30, a distance of 1,345.90 feet; thence along the South line of the Southwest Quarter of the Southeast Quarter of said Section 30, North 89°36'45" West, a distance of 512.06 feet; thence leaving said South line, North 40°26'20" West, to a point on the West line of the Northeast Quarter of the Southwest Quarter of said Section 30, a distance of 3,273.67 feet; thence along said West line, North 00°43'52" West, to a found 5/8" rebar being the Center-West 1/16 Corner of said Section 30, a distance of 240.12 feet; thence along the West line of the Southeast Quarter of the Northwest Quarter of said Section 30, North 00°13'52" West, to a found aluminum cap monument being the Northwest 1/16 Corner of said Section 30, a distance of 1,343.28 feet; thence along the North line of the Southeast Quarter of the Northwest Quarter of said Section 30, South 89°00'34" East, to a found aluminum cap monument being the Center-North 1/16 Corner of said Section 30, a distance of 1,324.88 feet; thence along the East line of the Southeast Quarter of the Northwest Quarter of said Section 30, South 00°05'03" East, to a found aluminum cap monument being the Center Quarter Corner of said Section 30, a distance of 1,342.06 feet; thence along the North line of the Northwest Quarter of the Southeast Quarter of said Section 30, South 89°03'29" East, a distance of 389.12 feet; thence leaving said North line, South 06°55'52" East, a distance of 177.88 feet; thence South 54°05'22" East, a distance of 264.40 feet; thence North 00°43'35" East, a distance of 316.05 feet; thence South 87°36'45" East, a distance of 690.00 feet to the POINT OF BEGINNING.

Parcel B:

In Township 4 North, Range 5 West, Boise Meridian, Owyhee County, Idaho
Section 31: Government Lot 1, and that part of Government Lot 2 lying North of the D Line Canal

EXCEPTING THEREFROM the following described property to-wit:

Commencing at the Southwest corner of the property of the above described parcel; thence 372 feet North along the West boundary of said Government Lots 1 and 2; thence East 212 feet; thence

South and parallel to the West boundary of said Government Lots 1 and 2, 335 feet to the North boundary of the D Line Canal; thence In a Southwesterly direction meandering along the North boundary of the D Line Canal to the POINT OF BEGINNING.

Parcel C:

The South Half of the Southeast Quarter of Section 25, Township 4 North, Range 6 West, Boise Meridian, Owyhee County, Idaho,

EXCEPTING THEREFROM in Township 4 North, Range 6 West, Boise Meridian, Owyhee County, Idaho:

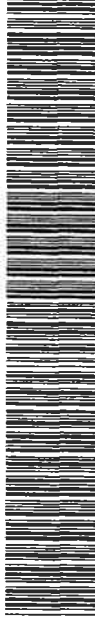
Section 25: That part of the Southwest Quarter of the Southeast Quarter lying West of the "D" Canal of the Gem Irrigation District more particularly described as follows:

COMMENCING at the Southwest corner of said Southwest Quarter of the Southeast Quarter, Section 25 being the TRUE POINT OF BEGINNING; thence

I CERTIFY THAT THIS IS A TRUE
AND CORRECT COPY OF THE
ORIGINAL DOCUMENT

8f

312275



North 1°30' West a distance of 344.9 feet to the centerline of the "D" Canal; thence South 48°05' East a distance of 308 feet; thence South 23°27' East a distance of 156.08 feet; thence North 89°10'30" West a distance of 282.3 feet to the TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM a parcel of land located in the Southeast Quarter of the Southeast Quarter of Section 25, Township 4 North, Range 6 West, Boise Meridian, Owyhee County, Idaho. Being further described as follows:

BASIS OF BEARING:

The South line of the Southeast Quarter of the Southeast Quarter of Section 25, Township 4 North, Range 6 West, Boise Meridian, derived from found monuments and taken as North 88°10'33" West with the distance between monuments found to be 1,305.37 feet.

BEGINNING at the Southeast Corner of said Section 25, Township 4 North, Range 6 West, Boise Meridian, Owyhee County, Idaho; thence along the South line of the Southeast Quarter of the Southeast Quarter of said Section 25,

North 88°10'33" West, a distance of 244.64 feet; thence leaving said South line,

North 00°22'21" West, a distance of 173.84 feet; thence

North 89°49'10" East, to a point on the East line of the Southeast Quarter of the Southeast Quarter of said Section 25, a distance of 244.46 feet; thence along said East line,

South 00°22'19" East, a distance of 182.40 feet to the POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM a parcel of land located in the Southeast Quarter of the Southeast Quarter of Section 25, Township 4 North, Range 6 West, Boise Meridian, Owyhee County, Idaho. Being further described as follows:

BASIS OF BEARING:

The South line of the Southeast Quarter of the Southeast Quarter of Section 25, Township 4 North, Range 6 West, Boise Meridian, derived from found monuments and taken as North 88°10'33" West with the distance between monuments found to be 1,305.37 feet.

BEGINNING at a point on the South line of the Southeast Quarter of the Southeast Quarter of said Section 25, Township 4 North, Range 6 West, Boise Meridian from which the Southeast Corner of said Section 25 bears South 88°10'33" East, a distance of 510.60 feet; thence leaving said South line,

North 00°29'58" West, a distance of 164.54 feet; thence

North 89°49'10" East, a distance of 266.13 feet; thence

South 00°22'21" East, to a point on the South line of the Southeast Quarter of the Southeast Quarter of said Section 25, a distance of 173.84 feet; thence along said South line,

North 88°10'33" West, a distance of 265.96 feet to the POINT OF BEGINNING.

Parcel D:

In Township 4 North, Range 6 West, Boise Meridian, Owyhee County, Idaho

Section 36: The East Half of the Northeast Quarter

EXCEPTING THEREFROM all that portion which is West of the drain ditch and the D Canal of the North Board of Control which drain ditch is West of the D Canal and which flows into the D Canal, and the East boundary of said tract hereby excepted shall be a line 25 feet West of the center of said drain ditch and D Canal.

Together with all irrigation equipment and additions thereto and replacements thereof now owned or hereafter acquired by the grantors and used in the irrigation of the above premises, especially but not limited to pumps, pipe, casing, motor and electrical panels and accessories to each.

Together with the water rights represented by Idaho State Department of Water Resources Water Right No. 2-7384 with a claimed priority of December 9, 1982 to 1.90 cfs of irrigation from the waters of Snake River a tributary of the Columbia River; Water Right No. 2-7095 with a claimed priority of February 8, 1972 to 1.60 cfs of irrigation from the waters of Snake River a tributary of the Columbia River; Water Right No. 2-2178 with a claimed priority of November 5, 1962 to 2.51cfs of irrigation from the waters of Snake River a tributary of the Columbia River; Water Right No. 57-10925 with a claimed priority of February 1, 1935 to 2.91cfs of irrigation from the waters of Unnamed Drain a tributary of the Snake River; together with any and all other water rights and ditch rights appurtenant to the above described premises

The Real Property of its address is commonly known as RP04N05W304203, RP04N05W313000, RP04N06W258401, RP04N06W360000, Homedale, ID 83628. The Real Property tax identification number is RP04N05W304203, RP04N05W313000, RP04N06W258401, RP04N06W360000.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

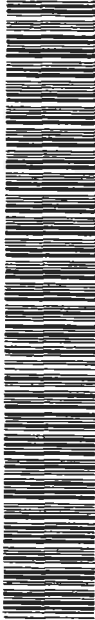
PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property. The following provisions relate to the use of the Property or to other limitations on the Property.

Duty to Maintain. Grantor shall maintain the Property in tenable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for



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.

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 in connection with this Mortgage, 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 Grantor'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, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering 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 Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of 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 Grantor.

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 Mortgage:

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.

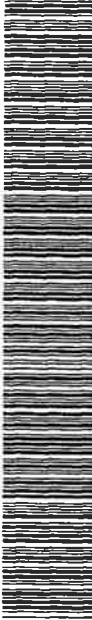
Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

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) 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 opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any



however subject to any limits under applicable law, Lender's reasonable attorneys' 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 Jerome County, State of Idaho.

Joint and Several Liability. All obligations of Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor. 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 to demand 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 jury trial in 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 used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means Dennis Ray Turner and Debra Kay Turner 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 Dennis Ray Turner and Debra Kay Turner.

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 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.