



November 24, 2021

RECEIVED

DEC 13 2021

To Whom it May Concern,

Department of Water Resources
Eastern Region

Regarding: Water Rights #35-7422 & #35-7957

Please release The Bank of Commerce's security interest in Water Rights: 35-7422 and 35-7957 under the name David P Dance.

Thank you,

A handwritten signature in blue ink that reads 'Dirk Gamble'.

Dirk Gamble
Loan Officer
(208)785-6843

Instrument # 675388
BINGHAM COUNTY, IDAHO
2016-04-11 01:54:25 PM No. of Pages: 4
Recorded for: FIRST AMERICAN TITLE - BLACKFO
PAMELA W. ECKHARDT Fee: \$19.00
Ex-Officio Recorder Deputy JPulley
Index To: EXTENSION/AMEND/MOD AGREE
Electronically Recorded by Simplifile

Space Above This Line For Recording Data

550204

MODIFICATION OF MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is April 8, 2016.
The parties and their addresses are:

MORTGAGOR:

KARAN DIANNE DANCE
WIFE
471 SOUTH 1200 WEST
PINGREE, ID 83262

DAVID P. DANCE

By attorney in fact KARAN DIANNE W. DANCE
HUSBAND
471 SOUTH 1200 WEST
PINGREE, ID 83262

LENDER:

THE BANK OF COMMERCE
Organized and existing under the laws of Idaho
624 Jensen Grove Drive
Blackfoot, ID 83221

1. BACKGROUND. Mortgagor and Lender entered into a security instrument dated JULY 15, 2015 and recorded on JULY 17, 2015 (Security Instrument). The Security Instrument was recorded in the records of Bingham County, Idaho at INSTRUMENT NO. 668826 and covered the following described Property:

TOWNSHIP 3 SOUTH, RANGE 33 E.B.M., BINGHAM COUNTY, IDAHO SECTION 35: E½ EXCEPTING THEREFROM THE FOLLOWING 3 PARCELS:

PARCEL 1:

A PORTION OF THE SW¼SE¼ OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 33 E.B.M., BINGHAM COUNTY, IDAHO, DESCRIBED AS:
BEGINNING AT A POINT 1,043 FEET, MORE OR LESS, EAST FROM THE S¼ CORNER OF SECTION 35, THENCE NORTH AND PARALLEL TO THE MERIDIANAL CENTERLINE A DISTANCE OF 422 FEET; THENCE EAST AND PARALLEL TO THE SOUTH LINE A DISTANCE OF 295 FEET TO THE EAST 1/16 LINE; THENCE SOUTH ALONG THE EAST 1/16 LINE 422 FEET TO THE SOUTH LINE OF SECTION 35; THENCE WEST ALONG THE SOUTH LINE OF SECTION 35, 295 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

PART OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 33 E.B.M., DESCRIBED AS:
BEGINNING AT A POINT IN THE NORTH FENCE LINE OF FEDERAL AID PROJECT S 1828 (1) THAT IS S 89°56'01" E 1043.00 FEET ALONG THE SECTION LINE AND N 00°04'45" W 26.60 FEET ALL FROM THE SOUTH QUARTER CORNER OF SAID SECTION 35 TO THE REAL POINT OF BEGINNING; AND RUNNING THENCE N. 89°39'32" W 382.63 FEET ALONG SAID FENCE LINE; THENCE N 16°16'19" E 239.94 FEET; THENCE S 89°50'10" E 314.52 FEET; THENCE S 00°13'05" 231.71 FEET PARALLEL TO THE EAST 1/16 LINE TO THE POINT OF BEGINNING.

PARCEL 3:

PART OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 33 E.B.M. DESCRIBED AS:

KARAN DIANNE DANCE
Idaho Real Estate Modification
ID/4KANDERSE00000000009887018040716N

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Initials
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APD by
attorney
ADWD



BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 35, AND RUNNING THENCE S 00°06'17" E 353.08 FEET ALONG THE EAST LINE OF SAID SECTION 35; THENCE N 52°25'11" W 226.56 FEET; THENCE N 52°26'45" W 134.87 FEET; THENCE N 52°11'24" W 57.25 FEET; THENCE N 52°48'33" W 61.75 FEET; THENCE N 52°54'55" W 101.35 FEET; THENCE S 89°54'42" E 460.94 FEET ALONG THE NORTH LINE OF SAID SECTION 35 TO THE POINT OF BEGINNING.

WATER RIGHT NO. 35-7957 FOR 1.5 CFS PRIORITY OF 03/17/1981 FOR 75 ACRES FROM GROUND WATER AND WATER RIGHT NO. 35-7422 FOR 4.6 CFS PRIORITY OF 05/20/1974 FOR 230 ACRES FROM GROUND WATER.

THE FOLLOWING TO BE INCLUDED IN THE MORTGAGE AS A FIXTURE FILING: ALL IRRIGATION EQUIPMENT INCLUDING BUT NOT LIMITED TO: ALL SPRINKLER EQUIPMENT, INCLUDING PUMPS, MOTORS, BURIED AND PORTABLE MAINLINE, PANELS, PIVOTS, AND ALL OTHER LINES NOW OWNED OR HEREAFTER ACQUIRED.

The property is located in Bingham County at TOWNSHIP 3 SOUTH, RANGE 33 E.B.M., SECTION 35 E½, PINGREE, Idaho 83262.

2. MODIFICATION. For value received, Mortgagor and Lender agree to modify the Security Instrument as provided for in this Modification.

The Security Instrument is modified as follows:

A. Secured Debt. The secured debt provision of the Security Instrument is modified to read:

(1) Secured Debts and Future Advances. The term "Secured Debts" includes and this Security Instrument will secure each of the following:

(a) Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 4013810538, dated July 15, 2015, from Mortgagor to Lender, with a modified loan amount of \$1,012,092.00 and maturing on November 30, 2035. A promissory note or other agreement, No. 4013810873, dated APRIL 8, 2016, from Mortgagor to Lender, with a loan amount of \$556,500.00 and maturing on April 1, 2017.

(b) Future Advances. All future advances from Lender to Mortgagor under the Specific Debts executed by Mortgagor in favor of Lender after this Security Instrument. If more than one person signs this Security Instrument, each agrees that this Security Instrument will secure all future advances that are given to Mortgagor either individually or with others who may not sign this Security Instrument. All future advances are secured by this Security Instrument even though all or part may not yet be advanced. All future advances are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future advances in any amount. Any such commitment must be agreed to in a separate writing.

(c) All Debts. All present and future debts from Mortgagor to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities. This Modification will not secure any other debt if Lender, with respect to that other debt, fails to fulfill any necessary requirements or fails to conform to any limitations of the Truth in Lending Act (Regulation Z) or the Real Estate Settlement Procedures Act (Regulation X) that are required for loans secured by the Property.

(d) Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument when the evidence of indebtedness specifically states that it is secured by this Security Instrument.

3. WARRANTY OF TITLE. Mortgagor warrants that Mortgagor continues to be lawfully seized of the estate conveyed by the Security Instrument and has the right to grant, bargain, convey, sell and mortgage the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.



*Added by KANDER
to stay in fact
KANDER*