

RECEIVED

MAY 27 2021

Department of Water Resources
Eastern Region

Form 42-248(6) 2/14

STATE 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.

1. Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.
34-2374A <i>OK</i>	34-689A <i>OK</i>	34-10736 <i>OK</i>	
34-10740 <i>OK</i>	34-688A <i>OK</i>		
34-10742 <i>OK</i>	34-181 <i>OK</i>		
34-14587 <i>OK</i>	34-10737 <i>OK</i>		
34-2394 <i>OK</i>	34-2442 <i>OK</i>		

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

Idaho AgCredit, FLCA

PO Box 985

Blackfoot, ID 83221

Phone 208-785-1510

Email _____

4. Name of Water Right Owner/Claimant(s)

Christopher Schmidt and Stacey Schmidt, husband and wife

5. Expiration Date of Notification Period

December 1, 2050

6. Is this a Renewal of Request for Notification?

☐ YES ☒ NO

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

Avery Robertson

Title, if applicable

Avery Robertson, Assistant Branch Manager

For Office Use Only

Received by JB

Date 5/27/2021

Receipt No. E047009

Fee \$275. - for this app

Processed by AJ _____

Date _____

WR JB

Date 8/16/2021

SUPPORT DATA
FILE # 34-181

Date: January 12, 2021

ASN 1324 (R1231/2014)

Loan: 0006621074 - 5522900101

WHEN RECORDED MAIL TO:

Idaho AgCredit, FLCA
PO Box 985
Blackfoot, ID 83221

**ELECTRONICALLY RECORDED
STAMPED FIRST PAGE NOW
INCORPORATED AS PART OF
THE ORIGINAL DOCUMENT.**

Instrument # 259689

CHALLIS, CUSTER, IDAHO
01-19-2021 09:15:55 No. of Pages: 9
Recorded for: TITLEONE - TWIN FALLS
Lura H. Baker Fee: \$45.00
Ex-Officio Recorder Deputy: KW

1. THIS MORTGAGE is made this January 12, 2021 between Christopher Schmidt and Stacey Schmidt, aka Stacey Clarice Schmidt, husband and wife, whose address is PO Box 805 Gentry, AR 72734 hereinafter called "Mortgagor", and Idaho AgCredit, FLCA ("Mortgagee"), a wholly owned subsidiary of Idaho AgCredit, ACA, a corporation, existing and operating under the Farm Credit Act of 1971, as amended, having its principal place of business at 188 W Judicial PO Box 985, Blackfoot, Idaho 83221.

2. WITNESSETH: That Mortgagor IRREVOCABLY GRANTS, BARGAINS, SELLS, CONVEYS AND ASSIGNS unto Mortgagee together with right of entry and possession the following described real property situated in the County(ies) of Butte and Custer, State of Idaho:

SEE ATTACHED SCHEDULE A FOR REAL ESTATE DESCRIPTION, TOGETHER WITH FIXTURES AND APPURTENANT SPRINKLER EQUIPMENT IF ANY.

TOGETHER WITH: All fixtures, including but not limited to the following: All pumps, motors, columns, tubes, shafts, bowls, panels and all electrical appurtenances, mainline, laterals, wheel lines, pivot/circle irrigation systems, risers, heads, couplers, end plugs, valves, valve openers, reducers, joints, tees and wyes, as well as all additions and replacements thereof, hereby declared appurtenant thereto and which are more particularly described on the attached Schedule A.

WATER RIGHTS:

Tract 1

Water Right #34-2374A; Decreed; Ground Water; 7/11/1960 Priority Date; 5.03 CFS; 909.3 AFA; 259.8 Acres
Water Right #34-10740; Decreed; Big Lost River; 5/30/1885 Priority Date; 1.37 CFS; 68.5 Acres
Water Right #34-10742; Decreed; Big Lost River; 7/21/1886 Priority Date; 3.70 CFS; 185.2 Acres
Water Right #34-14587; Decreed; Big Lost River; 3/10/1894 Priority Date; 1.26 CFS; 62.8 Acres

Water Right #34-2394; Decreed; Ground Water; 2/7/1961 Priority Date; 3.60 CFS; 630 AFA; 180 Acres
Water Right #34-689A; Decreed; Big Lost River; 5/30/1885 Priority Date; 0.19 CFS; 9.6 Acres
Water Right #34-688A; Decreed; Big Lost River; 7/21/1886 Priority Date; 1.34 CFS; 180 Acres
Water Right #34-181; Decreed; Big Lost River; 7/21/1886 Priority Date; 2.30 CFS; 180 Acres

NOTE: The above water rights, when combined, are limited to 4.75 CFS over 180 Acres, which equates to 11.88 GPM

Storage Water in Big Lost River Irrigation District
292 Inches; Account Number 268; 5/30/1885 Priority Date
2,193 Inches; Account Number 310; 5/30/1885 Priority Date
5,435 Inches; Account Number 268; 7/21/1886 Priority Date
7,920 Total inches of storage water

Tract 3

Water Right 34-10737; Decreed; 10/24/1907 Priority Date; Big Lost River; 3.52 CFS; 176 acres; 9.00 GPM
Water Right 34-2442; Decreed; 2/13/1962 Priority Date; Ground Water; 2.00 CFS; 350 AFA; 100 acres; 9.00 GPM
Water Right 34-10736; Decreed; 4/1/1978 Priority Date; Ground Water; 0.65 CFS; 203 AFA; 58 Acres; 5.04 GPM
NOTE: The above water rights, when combined, are limited to 4.64 FSA and the irrigation of 179 acres, or 11.66 GPM

Borrower further agrees that the loan(s) secured by this instrument will be in default should any loan proceeds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetland to produce or to make possible the production of an agricultural commodity, as further explained in 7 CFR Part 1940, Subpart G, Exhibit M.

This real estate mortgage is also intended to be a fixture filing and to be indexed not only as a mortgage but also as a fixture filing.

3. TOGETHER WITH: all buildings, structures, equipment, fixtures (including trees, vines and shrubs) and improvements of every kind and description now or hereafter constructed or placed thereon; all standing timber and timber to be cut located thereon; all existing and future water rights, however evidenced, to the use of water for irrigation, livestock and domestic purposes, including irrigation and watering equipment and systems, ditches, laterals, conduits, and rights-of-way used to convey such water or to drain the above-described property, all of which rights are hereby made appurtenant to the property, and all pumping plants, electrical generators, wind machines, and fencing and storage tanks, now or hereafter used in connection with the property, all of which are hereby declared to be fixtures; all grazing rights, leases, permits and licenses; all oil, gas, and mineral leases, permits and rights used with the property; and all tenements, hereditaments, easements, rights-of-way and appurtenances to the property (hereafter collectively referred to as the "Property").

4. MORTGAGOR ABSOLUTELY AND UNCONDITIONALLY ASSIGNS, transfers, conveys and sets over to Mortgagee all the rents, royalties, issues, profits, revenue, income and other benefits of the property arising from the use or enjoyment of all or any portion thereof or from any lease, mineral lease, or agreement pertaining thereto (collectively the "Rents"); SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Mortgagor by Paragraph 7.c hereof.

5. FOR THE PURPOSE OF SECURING:

a) payment of the indebtedness or obligations evidenced by the following promissory note(s) and/or guaranties executed by Mortgagor and/or others to the Mortgagee at the times, in the manner and with interest as therein set forth (notes may contain variable or adjustable rate provisions):

<u>Date of Note</u>	<u>Maturity Date</u>	<u>Amount of Note</u>
January 12, 2021	December 1, 2050	\$500,175.00

(5)

Date: January 12, 2021

Loan: 0006621074 - 5522900101

WHEN RECORDED MAIL TO:

Idaho AgCredit, FLCA
PO Box 985
Blackfoot, ID 83221

BUTTE COUNTY

Recorded for:

TitleOne - Twin Falls
12:53:19 PM 01-19-2021

0000-059008

No. Pages: 9 Fee: \$45.00

SHELLY SHAFFER

County Clerk

Deputy: KG

1. THIS MORTGAGE is made this January 12, 2021 between Christopher Schmidt and Stacey Schmidt, aka Stacey Clarice Schmidt, husband and wife, whose address is PO Box 805 Gentry, AR 72734 hereinafter called "Mortgagor", and Idaho AgCredit, FLCA ("Mortgagee"), a wholly owned subsidiary of Idaho AgCredit, ACA, a corporation, existing and operating under the Farm Credit Act of 1971, as amended, having its principal place of business at 188 W Judicial PO Box 985, Blackfoot, Idaho 83221.

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4. MORTGAGOR ABSOLUTELY AND UNCONDITIONALLY ASSIGNS, transfers, conveys and sets over to Mortgagee all the rents, royalties, issues, profits, revenue, income and other benefits of the property arising from the use or enjoyment of all or any portion thereof or from any lease, mineral lease, or agreement pertaining thereto (collectively the "Rents"); SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Mortgagor by Paragraph 7.c hereof.

5. FOR THE PURPOSE OF SECURING:

a) payment of the indebtedness or obligations evidenced by the following promissory note(s) and/or guaranties executed by Mortgagor and/or others to the Mortgagee at the times, in the manner and with interest as therein set forth (notes may contain variable or adjustable rate provisions):

Date of Note	Maturity Date	Amount of Note
January 12, 2021	December 1, 2050	\$500,175.00

Date: January 12, 2021

b) the payment of such additional loans or advances, including advances under a revolving line of credit, with interest thereon, as hereafter may be made to Mortgage, or Mortgage's successors or assigns, and/or to parties whose obligation Mortgage is guaranteeing, evidenced by a promissory note or otherwise and any obligations evidenced by any guarantees executed by Mortgage in favor of Mortgage; PROVIDED HOWEVER, THAT, such additional loans, advances, guaranty obligations shall be secured by this Mortgage only if the promissory note, guaranty, or other document evidencing such loans or advances shall recite that it is to be secured by this Mortgage; (c) the payment of any substitute notes, renewals, reamortizations, and extensions of all indebtedness secured by this Mortgage; (d) the performance of every obligation and agreement of Mortgageor whether contained or incorporated by reference in this Mortgage, or contained in any loan document or guaranty executed by Mortgageor in favor of Mortgage, with respect to any loan, advance, or guaranty secured by this Mortgage; and (e) the payment of all sums expended or advanced by Mortgageor under or pursuant to the terms of this Mortgage, together with interest thereon as herein provided. The continuing validity and priority of this Mortgage as security for future loans, advances or guarantees shall not be impaired by the fact that at certain times hereafter there may exist no outstanding indebtedness from Mortgageor to Mortgage or no commitment to make loans or advances.

6. TO PROTECT THE SECURITY OF THIS MORTGAGE, MORTGAGOR AGREES:

a) To use loan proceeds solely for the purposes set forth in the loan application(s) or agreements; to comply with the Farm Credit Act of 1971, as amended, and/or the regulations of the Farm Credit Administration, now existing or as hereafter amended.

b) To keep the Property in good condition, working order and repair; care for the Property in accordance with standards of good husbandry and to keep all trees, vines and crops on said land and property cultivated, irrigated, fertilized, sprayed, and fumigated; not to remove, destroy or suffer the removal or destruction of any building, fence, canal, well or other improvements or fixtures thereon; not to remove, replace or alter any horticultural or viticultural tree, vine or shrub planted thereon without the prior written consent of Mortgage, except in the ordinary course of business; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon; to comply with all laws, covenants and restrictions affecting the Property; not to commit or permit waste thereof; not to commit, suffer or permit any act upon the Property in violation of law; to do all other acts which from the character or use of the Property may be reasonably necessary, the specific enumerations herein not excluding the general; to observe and perform all obligations of Mortgageor under any lease of the Property.

c) To provide, maintain and deliver to Mortgage fire and all other types of insurance of the type and in amounts as Mortgage may require, with loss payable clauses solely in favor of Mortgage. In the event of loss, the insurance proceeds, or any part thereof, may be applied by Mortgage, at its option, to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In the event that the Mortgageor shall fail to provide satisfactory hazard insurance, Mortgage may procure, on Mortgageor's behalf, insurance in favor of Mortgage alone. If insurance cannot be secured by Mortgageor to provide the required coverage, such inability shall constitute an event of default hereunder.

d) To appear in and litigate any action or proceeding purporting to affect the security hereof, the title to the Property, or the rights or powers of Mortgage; Mortgage may appear in and litigate any such action or proceeding, including any bankruptcy, partition or condemnation proceeding, affecting the Property, or Mortgage's interest therein, in which event Mortgageor agrees to pay all costs and expenses thereof, including attorney's fees and costs of securing evidence of title.

e) To pay on or before the due date all taxes and assessments affecting the Property, including all assessments upon water company stock and all rents, assessments and charges for water, appurtenant to or used in connection with the Property; to pay, when due, all encumbrances, charges, and liens, on the Property or any part thereof, which at any time appear to be prior or superior hereto.

f) In case of any suit to foreclose this Mortgage or to collect any charge arising out of the debt hereby secured, or of any suit which the Mortgagee may deem necessary to prosecute or defend to effect or protect the lien herein, including any proceeding in bankruptcy, or if Mortgagee retains an attorney to advise Mortgagee in connection with this Mortgage or any other agreement related to the indebtedness secured by this Mortgage, Mortgageor agrees to pay the reasonable sum as attorney's fees and all costs and legal expenses in connection with said suit, and further agrees to pay the reasonable costs of searching the records and abstracting or insuring the title, and such sums, costs and expenses shall be secured hereby and shall be included in any decree of foreclosure. The fees and costs described herein and elsewhere in this Mortgage shall be in addition to those set forth in the loan agreement or any other written agreement between Mortgageor and Mortgagee.

g) Should Mortgage fail to make any payment or to do any act as provided for in this Mortgage, then Mortgagee, but without obligation to do so and without notice to or demand upon Mortgageor and without releasing Mortgageor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the Property, Mortgagee being authorized to enter upon the Property for such purposes; commence, appear in and litigate any action or proceeding purporting to affect the security hereof or the rights or powers of Mortgagee, including any bankruptcy proceeding affecting the Property; pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and in exercising any such powers, incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefore, including attorney's, accountant's, appraisal, and environmental fees, and costs of securing evidence of title, and all amounts so expended shall be obligations of Mortgageor secured by this Mortgage. Nothing contained herein shall prohibit Mortgagee from entering the Property, at a reasonable time and upon reasonable notice to Mortgageor, without incurring or assuming any obligations or liabilities whatsoever, for the sole purpose of inspecting the Property.

h) To pay immediately and without demand all sums expended by Mortgagee pursuant to the provisions hereof, with interest from date of expenditure at the same rate as is provided for in the note or notes secured by this Mortgage. In the event that such sums are not immediately paid, they shall be added, along with the appropriate amount of capital stock or participation certificates, to the principal balance of the indebtedness secured hereby and shall accrue interest as herein set forth. All such sums shall be secured hereby.

i) Environmental Representations, Warranties and Covenants.

1) Except as disclosed in writing to Mortgagee, or except as otherwise provided in any loan agreement between Mortgagee and Mortgageor which specifically refers to the Property, to the best knowledge of Mortgageor after due inquiry, Mortgageor hereby further represents, warrants and covenants as follows:

(a) No pollutants, contaminants (including oil or other petroleum products), toxic or hazardous substances, or solid or hazardous wastes, as such terms are defined under any federal, state or local Environmental Law, regulation or ordinance (hereinafter "Contaminants") have been, are being or will be generated, manufactured, produced, stored, disposed of, discharged, released, threatened to be released, or otherwise allowed to migrate or escape on, under or from the Property in such quantities or concentrations as would violate any federal, state or local Environmental Law, regulation or ordinance or as would require Mortgageor to report such condition to any governmental authority or to undertake removal or remedial action to clean up such contaminants;

(b) No Contaminants are located on, in or under any property located adjacent to the Property in such quantities or

Date: January 12, 2021

ASN 1091 (R11/11/2014)

Loan: 0006621074 - 5522900101

concentrations as would constitute a violation of any Environmental Law or as would require the owner of the adjacent property to report such condition to any governmental authority or to undertake removal or remedial action to clean up such Contaminants;

(c) Neither the Property, nor any portion thereof, nor any adjacent property or portion thereof, has been or is proposed to be listed under the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601, et seq.), or any analogous state law. Mortgagor shall immediately notify Mortgagee if Mortgagor acquires any information concerning the listing or proposed listing of the Property or any adjacent property and shall provide Mortgagee with any documents in Mortgagor's possession relative thereto;

(d) No hazardous wastes, as defined under the Federal Resource Conservation and Recovery Act (42 U.S.C. Section 6901, et seq.), or any analogous state law ("Hazardous Wastes"), have been, are being or will be stored or treated in surface impoundments or other structures or facilities located on the property that are partially or entirely below the ground surface;

(e) No litigation, investigation, administrative order, consent order, agreements, or other action, proceeding or settlement (hereinafter "Action") has previously been brought, is now pending, or to the best knowledge of Mortgagor threatened against or anticipated by Mortgagor, with respect to Mortgagor's use or management of Hazardous Materials or Hazardous Wastes or the environmental condition of the Property, including any underlying groundwater. Upon learning thereof, Mortgagor shall immediately notify Mortgagee of any such Action or threatened Action and provide Mortgagee with copies of all documentation relative thereto; and

(f) Except as disclosed in writing to Mortgagee, no underground tanks, wells (except domestic water wells), septic tanks, ponds, pits or any other storage tanks ("Tanks") (whether currently in use or abandoned) are or were located on or under the Property and no Tanks are or were serving the Property described herein. With respect to any Tanks disclosed in writing to Mortgagee, Mortgagor shall comply with all federal, state and local laws, regulations and ordinances and any requirements of city or county fire departments, applicable to the maintenance and use of such Tanks, including, without limitation, Title 40 of the Code of Federal Regulations Part 112.

2) Nothing herein shall be deemed to prohibit Mortgagor from (a) using, handling or storing hazardous materials or substances, as defined under any federal, state or local law, regulation or ordinance ("Hazardous Materials") or (b) storing or treating non-hazardous wastes, so long as such activities are carried out in a good and husbandlike manner in the ordinary course of business, and in compliance with all applicable environmental laws, regulations, permits, orders or other requirements.

3) In the event that Mortgagor is in breach of any of its representations, warranties or covenants as set forth above, Mortgagor, at its sole expense, shall take all action required, including environmental cleanup of the Property, to comply with the representations, warranties and covenants herein or applicable legal requirements and, in any event, shall take all action deemed necessary by appropriate governmental authorities. Mortgagee shall have the right, but not the obligation, to advise appropriate governmental authorities of any environmental condition on or affecting the Property that constitutes or may constitute a breach of Mortgagor's obligations hereunder.

4) Mortgagor and its successors and assigns shall indemnify, defend, protect, and hold harmless Mortgagee, its directors, officers, employees, agents, shareholders, successors and assigns and their officers, employees or agents, from and against any and all claims, suits, damages, liens, losses, liabilities, interest, judgments, response and cleanup costs, demands, actions, causes of action, injuries, administrative proceedings and orders, consent agreements and orders, penalties, costs and expenses (including any fees and expenses incurred in enforcing this indemnity, any out-of-pocket litigation costs and the reasonable fees and expenses of counsel) of any kind whatsoever ("Claims") paid, incurred or suffered by, or asserted against Mortgagee, including but not limited to Claims arising out of loss of life, injury to persons, trespass or damage to or contamination of property or natural resources, or injury to business, in connection with or arising out of the activities of Mortgagor on the Property, Mortgagor's predecessors in interest, third parties who have been invited, permitted or trespassed on the Property, or parties in a contractual relationship with Mortgagor, or any of them, or which directly or indirectly arise out of or result from or in any way connected with the Property, whether or not caused by Mortgagor or within the control of Mortgagor, including without limitation: (a) the presence, use, generation, treatment, storage, disposal, release, threatened release, or discharge of any Hazardous Material or Contaminant at or from the Property and/or the cleanup of Hazardous Materials or Contaminants within, on or under the Property; (b) Mortgagor's breach of any of the representations, warranties and covenants contained herein; and (c) Mortgagor's violation or alleged violation of any applicable Environmental Law, regulation or ordinance.

5) Mortgagor's representations, warranties, covenants and indemnities contained herein shall survive the occurrence of any event whatsoever, including without limitation the payoff of any promissory note(s) secured hereby, the release or foreclosure of this Mortgage, the acceptance by Mortgagee of a deed in lieu of foreclosure, or any transfer or abandonment of the Property.

6) The term "Environmental Law" shall mean any federal, state or local law, statute, ordinance, or regulation, now in effect or hereinafter enacted, pertaining to health, industrial hygiene, or the environmental conditions on, under or about the Property, including but not limited to enactments requiring the removal or containment of asbestos-containing materials in private buildings.

7) Mortgagor shall permit, or cause any tenant of Mortgagor to permit, Mortgagee or its agents, or independent contractors to enter and inspect the Property at any reasonable time for purposes of determining, as Mortgagee deems necessary or desirable: (a) the existence, location and nature of any Hazardous Materials or Hazardous Wastes on, under or about the Property; (b) the existence, location, nature, magnitude and spread of any Hazardous Materials or Hazardous Waste that has been spilled, disposed of, discharged or released on, under or about the Property; or (c) whether or not Mortgagor and any tenant of Mortgagor is in compliance with applicable Environmental Law. If Mortgagor or its tenants fail to comply fully with the terms of this subdivision 7), Mortgagee may obtain affirmative injunctive relief to compel such compliance.

j) Grazing Rights. If any portion of the Property described in this Mortgage is used by Mortgagor as the basis for obtaining grazing permits or other grazing rights issued by any governmental agency, including without limitations the Forest Service, U.S. Department of Agriculture or the Bureau of Land Management, U.S. Department of Interior, Mortgagor covenants and agrees as follows:

1) Said grazing permits or other rights are in good standing and have not been modified, reduced or limited in any other respect, except as fully disclosed in writing to Mortgagee;

2) Mortgagor will perform all obligations imposed as a requirement of exercise of said grazing permits or other rights and will comply with all laws, rules and regulations applicable thereto;

3) Mortgagor will take such timely action as may be required to cause the renewal or reissuance of said grazing permits or other rights from time to time as they expire during the term thereof. Mortgagor agrees and acknowledges that the failure to renew or cause the reissuance of any said permits for any reason, whether the result of an act or omission of Mortgagor or for reasons beyond Mortgagor's control, is an event of default hereunder and Mortgagee shall have the right to exercise the rights hereinafter set forth in this Mortgage; and

4) Mortgagor agrees to pay all fees, charges, rents or other payments accruing under said permits or any renewals thereof prior to delinquency. In the event Mortgagor fails to pay any such payment, the amount unpaid shall become a part of the indebtedness secured by this Mortgage and shall be immediately due and payable.

7. IT IS MUTUALLY AGREED THAT:

a) Any award of damages in connection with any taking or condemnation or injury to the Property by reason of public use, or for damages resulting from private trespass or injury to the Property, is absolutely and unconditionally assigned and shall be paid to Mortgagee, under the terms and conditions of this Mortgage pertaining to Rents. Upon receipt of such money Mortgagee may apply the same on the indebtedness secured hereby. Mortgagor agrees to execute such further documents as may be required to effect the assignments herein made as Mortgagee may require.

b) At any time, without affecting the liability of any person for the payment of the indebtedness secured hereby, and without otherwise affecting the security hereof, Mortgagee may 1) consent to or join in the making of any map or plat of the Property; 2) grant any easement or create any restriction thereof; 3) subordinate this Mortgage; 4) extend or modify the term of the loan or loans secured hereby; and 5) release without warranty, all or any part of the Property.

c) Prior to any default by Mortgagor in the payment, observance, performance and discharge of any condition, obligation, covenant, or agreement of Mortgagee contained herein, Mortgagor may, for collection and distribution purposes only, collect and receive the Rents as they come due and payable; the Rents are to be applied by Mortgagor to the payment of the principal and interest and all other sums due or payable on any promissory note or guaranty secured by this Mortgage and to the payment of all other sums payable under this Mortgage and, thereafter, so long as the aforesaid has occurred, the balance shall be distributed to the account of Mortgagor. Upon any such default, Mortgagee may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Property or any part thereof, in his own name, sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Mortgagee may determine; also perform such acts of repair, cultivation, irrigation or protection, as may be necessary or proper to conserve the value of the Property; also lease the same or any part thereof for such rental, term, and upon such conditions as its judgment may dictate; also prepare for harvest, remove, and sell any crops that may be growing upon the Property, and apply the proceeds thereof upon the indebtedness secured hereby.

d) The entering upon and taking possession of the Property, the collection of such rents, issues, and profits, or the proceeds of fire and other insurance policies, or compensation or awards for any taking of or damage to the Property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

e) Upon default by Mortgagor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Mortgagee and in accordance with applicable state law. In the event of default, Mortgagee may employ counsel to enforce payment of the obligations secured hereby, may foreclose and, if applicable, sell the Property by advertisement and sale, and in accordance with other applicable state law, and may exercise such other rights and remedies granted by law and equity, which rights and remedies shall be cumulative and not exclusive. Mortgagee may resort to and realize upon the security hereunder and any other real or personal property security now or hereafter held by Mortgagee for the obligations secured hereby in such order and manner as Mortgagee may, in its sole discretion, determine. Resort to any or all such security may be taken concurrently or successively and in one or several consolidated or independent judicial actions or lawful nonjudicial proceedings, or both. If the obligation secured by this Mortgage is also secured by personal property, fixtures or crops, Mortgagee may enforce its security interest in the personal property, fixtures and crops and its lien under this Mortgage in any manner and in any order or sequence permitted by applicable law. All remedies are cumulative and none are exclusive; no election by Mortgagee to pursue one remedy or item of collateral shall be deemed to be a release or waiver of any other item of collateral or a release or modification of the liability of Mortgagor or any guarantor to pay and perform in full all obligations to Mortgagee. The procedures governing the enforcement by Mortgagee of its foreclosure and provisional remedies against Mortgagor shall be governed by the laws of the state in which the Property is located. Nothing contained herein shall be construed to provide that the substantive law of the state in which the Property is located shall apply to Mortgagee's rights and Mortgagor's obligations hereunder or under the promissory note(s) or guaranties described herein, which are and shall continue to be governed by the substantive law of the state in which the promissory note(s) or guaranties were executed.

f) The failure on the part of the Mortgagee to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by Mortgagee of any default shall not constitute a waiver of any other subsequent defaults. Subsequent acceptance of any payment by the holder hereof shall not be deemed a waiver of any default by Mortgagor, or of Mortgagor's rights hereunder as the result of any sale, agreement to sell, conveyance, or alienation, regardless of holder's knowledge of such default, sale, agreement to sell, conveyance, or alienation at the time of acceptance of such payment.

g) This Mortgage applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Mortgagee shall mean the holder and owner of any note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Mortgage, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural. All obligations of Mortgagor hereunder are joint and several.

h) In the event the herein-described Property, or any part thereof, or any interest therein, is sold, agreed to be sold, conveyed, alienated or transferred, including any water transfer as defined below, by Mortgagor, or by operation of law or otherwise, except by inheritance, without Mortgagee's prior written consent, all obligations secured hereby, irrespective of the maturity dates, at the option of the holder hereof, and without demand or notice, shall immediately become due and payable. Failure to exercise such option shall not constitute a waiver of the right to exercise this option in the event of subsequent sale, agreement to sell, conveyance or alienation.

A water transfer is any transfer, assignment, sale, exchange, gift, encumbrance, pledge, hypothecation, alienation, grant of option to purchase, or other disposition of, directly, indirectly or in trust, voluntarily or involuntarily, by operation of law or otherwise, or the entry into a binding agreement to do any of the foregoing with respect to all or any part of 1) the groundwater on, under, pumped from or otherwise available to the Property, 2) Mortgagor's right to remove and extract any such groundwater including any permits, rights or licenses granted by any governmental authority or agency and any rights

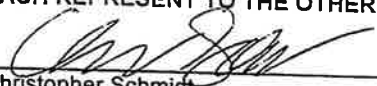
granted or created by any easement, covenant, agreement or contract with any person or entity, 3) any rights to which the Property is entitled with respect to surface water, whether such right is appropriative, riparian, prescriptive or otherwise and whether or not pursuant to permit or other governmental authorization, or the right to store any such water, 4) any water, water right, water allocation, distribution right, delivery right, water storage right, water allocation, or other water-related entitlement appurtenant or otherwise applicable to the Property by virtue of the Property's being situated within the boundaries of any district, agency, or other governmental entity or within the boundaries of any private water company, mutual water company, or other non-governmental entity, or 5) any shares (or any rights under such shares) of any private water company, mutual water company, or other non-governmental entity pursuant to which Mortgagor or the Property may receive any rights.

i) In the event any one or more of the provisions contained in this Mortgage or in any promissory note(s) hereby secured shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Mortgage or said promissory note(s), but this Mortgage and said promissory note(s) shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

j) This document and any attachments may be executed in counterparts, each of which shall be deemed an original, but which shall constitute one and the same instrument. This document may be signed and delivered by facimile or electronic transmission, either of which shall be effective as an original.

k) Mortgagor acknowledges receipt of a completed copy of this document and its attachments.

WAIVER OF RIGHT TO TRIAL BY JURY. TO THE EXTENT PERMITTED BY LAW, THE BORROWER AND THE LENDER HEREBY JOINTLY AND SEVERALLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO ANY OF THE LOAN DOCUMENTS, THE OBLIGATIONS THEREUNDER, ANY COLLATERAL SECURING THE OBLIGATION OR ANY TRANSACTION ARISING THEREFROM OR CONNECTED THERETO. BORROWER AND THE LENDER EACH REPRESENT TO THE OTHER THAT THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY GIVEN.

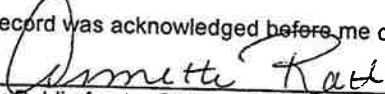

Christopher Schmidt


Stacey Schmidt

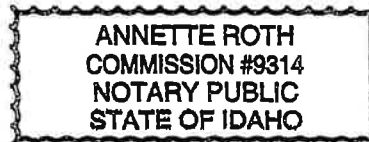
ACKNOWLEDGMENT.

State of Idaho, County of Bonneville, ss.

This record was acknowledged before me on 1/15/2021 by Christopher Schmidt and Stacey Schmidt, husband and wife.


Notary Public for the State of Idaho

My commission expires: 8-4-2023



REAL ESTATE DESCRIPTION TOGETHER WITH FIXTURES AND APPURTENANT SPRINKLER EQUIPMENT IF ANY FOR MORTGAGE DATED JANUARY 12, 2021

Christopher Schmidt

Loan: 0006621074 - 5522900101

REAL ESTATE DESCRIPTION:

PARCEL NO. 1:

TOWNSHIP 6 NORTH, RANGE 25 EAST OF THE BOISE MERIDIAN,
BUTTE COUNTY, IDAHO

Section 2: Lot 4 (NW¼NW¼) and the Portions of the NW¼SW¼ and the SW¼SW¼ lying North and East of Pass Creek and designated as Tax #309 and Tax #310.

Tract 1:

That portion of the Northwest Quarter of the Southwest Quarter and the Southwest Quarter of Pass Creek in Custer County, State of Idaho

ALSO the West Half of the Northwest Quarter of Section 11, Township 6 North, Range 25 East, Boise Meridian, Custer County, Idaho

EXCEPTING THEREFROM

Township 6 North, Range 25 East, Boise Meridian, Custer County, Idaho, Section 11: A portion of the Southwest Quarter Northwest Quarter, more particularly described as follows:

Commencing at the Southwest corner of the said Southwest Quarter Northwest Quarter; thence South 88°54'04" East a distance of 119.76 feet to the Real Point of Beginning; thence South 88°54'04" East a distance of 1240.24 feet to a point; thence North 0°08'30" West a distance of 266 feet to a point; thence North 88°54'04" West a distance of 1008.54 feet to a point; thence South 0°53'30" East a distance of 136 feet to a point; thence South 84°48'30" West a distance of 87.10 feet to a point; thence South 50°50'50" West a distance of 184.30 feet to the True Point of Beginning

FURTHER EXCEPTING THEREFROM

Part of the Southeast Quarter Northeast Quarter of Section 10 and Part of the Southwest Quarter Northwest Quarter of Section 11 in Township 6 North, Range 25 East of the Boise Meridian, Custer County, State of Idaho.

Beginning at the East Quarter corner of Section 10 in Township 6 North, Range 25 East Boise Meridian said corner marked by a 5/8" rebar with a 2" aluminum cap on top which shall be the Point of Beginning; thence South 89°42'20" West along the South line of the Northeast Quarter of Section 10 for a distance of 356.77 feet; thence North 00°24'37" West for a distance of 39.22 feet to a 1/2" rebar; thence North 00°24'37" West for a distance of 403.23 feet to a 1/2" rebar; thence along a non-tangent curve to the left for a distance of 371.71 feet to a 1/2" rebar, said curve having a radius of 1100.80 feet, a delta angle of 19°20'49", and a long chord bearing of South 33°48'28" East for a distance of 369.94 feet; thence South 89°51'28" East for a distance of 35.90 feet to the East line of Section 10; thence South 89°51'28" East for a distance of 203.63 feet to a 1/2" rebar; thence North 75°33'43" East for a distance of 143.46 feet to a 1/2" rebar; thence South 01°07'41" East (South 0°53'30" East Rec.) for a distance of 136.00 feet to a 1/2" rebar; thence South 84°46'04" West (South 84°48'30" West, Rec.) for a distance of 87.10 feet to a 1/2" rebar; thence South 42°17'09" West (South 50°50'50" West, Rec.) for a distance of 203.45 feet (183.30", Rec.) to a 1/2" rebar on the South line of the Northwest Quarter of Section 11; thence North 89°47'01" West along said line for a distance of 119.76 feet to the Point Of Beginning.

ALSO EXCEPTING THEREFROM any of the above described property lying within the boundaries of Butte County, Idaho.

Tract 5:

Township 6 North, Range 25 East, Boise Meridian, Custer County, State of Idaho

Section 3: Southeast Quarter of the Southeast Quarter

Tract 6-1:

Township 6 North, Range 25 East of the Boise Meridian, Custer County, State of Idaho

All of the East Half of the Northeast Quarter of Section 10, and all that portion of the Southwest Quarter of the Northeast Quarter of Section 10 lying North and East of the Oregon Short Line Rail Road right of way and excepting therefrom only the Townsite of Leslie.

ALSO INCLUDING

Beginning at the Southwest corner of the Townsite of Leslie on the North side of the county road in the Southeast Quarter of the Northwest Quarter of Section 10; thence Northwest 1,734 feet along the boundary line of the county road to a point where said road crosses the South line of the Northwest Quarter of the Northwest Quarter of said Section; thence East 1,708 feet to a private lane which is the Section line common to the Southwest Quarter of the Northeast Quarter and Southeast Quarter of the Northwest Quarter of said Section; thence Southwesterly 816 feet more or less to the Point of Beginning.

EXCEPTING THEREFROM

Part of the South Half Northeast Quarter of Section 10 in Township 6 North, Range 25 East of the Boise Meridian, Custer County, State of Idaho.

Beginning at the East Quarter Corner of Section 10 in Township 6 North, Range 25 East, Boise Meridian said corner marked by a 5/8" rebar with a 2" aluminum cap on top; thence South 89°42'20" West along the South line of the Northeast Quarter for a distance of 356.77 feet to the Point of Beginning; thence South 89°42'20" West along the South line of the Northeast Quarter for a distance of 1290.39 feet to a 5/8" rebar on the Old Northeasterly railroad right of way; thence North 65°03'47" West along said old railroad right of way for a distance of 482.97 feet to a 5/8" rebar at the Southeasterly Corner of the Leslie Townsite; thence North 24°56'13" East along said Townsite for a distance of 281.29 feet to a 1/2" rebar; thence South 71°09'22" East for a distance of 255.04 feet to a 1/2" rebar; thence North 87°48'01" East for a distance of 680.67 feet to a 1/2" rebar; thence North 10°06'11" East for a distance of 741.07 feet to a 1/2" rebar; thence North 89°23'43" East for a distance of 161.74 feet to a 1/2" rebar; thence along a non-tangent curve to the left for a distance of 807.55 feet to a 1/2" rebar, said curve having a radius of 1100.80 feet a delta angle of 42°01'56", and a long chord bearing of South 29°52'23" East for a distance of 789.56 feet; thence South 00°24'37" East for a distance of 403.23 feet to a 1/2" rebar, thence South 00°24'37" East for a distance of 39.22 feet to the Point of Beginning.

FURTHER EXCEPTING THEREFROM

Part of the Southeast Quarter Northeast Quarter of Section 10 and part of the Southwest Quarter Northwest Quarter of Section 11 in Township 6 North, Range 25 East of the Boise Meridian, Custer County, State of Idaho.

Beginning at the East Quarter Corner of Section 10 in Township 6 North, Range 25 East, Boise Meridian said corner marked by a 5/8" rebar with a 2" aluminum cap on top which shall be the Point of Beginning, thence South 89°42'20" West along the South line of the Northeast Quarter of Section 10 for a distance of 356.77 feet; thence North 00°24'37" West for a distance of 39.22 feet to a 1/2" rebar; thence North 00°24'37" West for a distance of 403.23 feet to a 1/2" rebar; thence along a non-tangent curve to the left for a distance of 371.71 feet to a 1/2" rebar, said curve having a radius of 1100.80 feet, a delta angle of 19°20'49", and a long chord bearing of South 60°33'48" East for a distance of 369.94 feet; thence South 89°51'28" East for a distance of 35.90 feet to the East line of Section 10; thence South 89°51'28" East for a distance of 203.63 feet to a 1/2" rebar; thence North 75°33'43" East for a distance of 143.46 feet to a 1/2" rebar; thence South 01°07'41" East (South 0°53'30" East, Rec.) for a distance of 136.00 feet to a 1/2" rebar; thence South 84°46'04" West (South 84°48'30" West, Rec.) for a distance of 87.10 feet to a 1/2" rebar; thence South 42°17'09" West (South 50°50'50" West, Rec.) for a distance of 203.45 feet (183.30', Rec.) to a 1/2" rebar on the South line of the Northwest Quarter of Section 11; thence North 89°47'01" West along said line for a distance of 119.76 feet to the Point of Beginning.

Tract 6-II

Also that fraction of land in the Southeast quarter of the Northwest quarter of Section 10, Township 6 North, Range 25 East of the Boise Meridian, Custer County, Idaho, lying South and East of the private road going into the townsite of Leslie from the North side thereof.

EXCEPTING THEREFROM the Townsite of Leslie.

Tract 8:

The Southeast Quarter of Section 24, Township 6 North, Range 25 East of the Boise Meridian, Custer County, Idaho

ALSO:

That portion of the South Half of the Northwest Quarter of Section 24, Township 6 North, Range 25 East, Boise Meridian, Custer County, Idaho, lying East of the Railroad right-of way and that portion of East Half of the Southwest Quarter of said Section 24 lying East of the Railroad right-of-way.

ALSO:

A tract of land generally described as being a portion of the Northeast Quarter of Section 24, Township 6 North, Range 25 East, Boise Meridian, Custer County, Idaho, lying Southerly of the Big Lost River, and Northerly of U.S. Highway No. 93, being more particularly described as follows:

Commencing at the North One-Quarter corner of said Section 24 from which the Northwest corner of said Section 24 bears South 89°06'17" West 2664.32 feet; thence South 00°38'35" East 900.58 feet on or along the West line of the Northeast Quarter said Section 24 to a found 5/8" rebar with plastic cap (P.L.S. #3577) lying on or along the centerline of a 66 foot wide road and utility easement, THE POINT OF BEGINNING; thence on or along said centerline South 27°52'52" East 1972.45 feet to a set 5/8" x 30" rebar with plastic cap (P.L.S. #3577) lying on or along the South line of the Northeast Quarter said Section 24; thence leaving said easement South 89°27'02" West 903.02 feet on or along the South line of the Northeast Quarter said Section 24 to a found rebar with aluminum cap (P.L.S. #826) marking the Center Quarter corner of said Section 24; thence North 00°37'58" West 1326.41 feet on or along the West line of the Northeast Quarter said Section 24 to a found 1/2" rebar marking the Northwest corner of the Southwest Quarter of the Northeast Quarter said Section 24 (said point also being the Southeast corner of Lost River Ranches Subdivision); thence continuing on or along said West line North 00°38'35" West 425.85 feet to the Point of Beginning.

EXCEPTING THEREFROM the tract heretofore conveyed to the Oregon Short Line Railroad Company for right of way.

ALSO EXCEPTING THEREFROM the tract heretofore conveyed for Highway purposes.

ALSO EXCEPTING THEREFROM that portion of the Southwest Quarter Southeast Quarter lying West of the Highway, Section 24, Township 6 North, Range 25 East of the Boise Meridian, Custer County, Idaho

ALSO EXCEPTING THEREFROM a tract of land generally described as being a portion of the Southeast Quarter of Section 24 Township 6 North, Range 25 East, Boise Meridian, Custer County, Idaho, lying Northeastly of the Big Lost River, and Northernly of U.S. Highway No. 93, being more particularly described as follows:

Beginning at a G.L.O. brass cap monument marking the East Quarter corner of Section 24, Township 6 North, Range 25 East, Boise Meridian, from which a rebar with aluminum cap marking the Southeast corner of said Section 24 bears South 00°42'46" East 2664.16 feet; thence South 00°42'41" East 1300.14 feet on or along the East line of the Southeast Quarter said Section 24 to a found 5/8" rebar witness corner lying Northernly of the Big Lost River; thence continuing along said East line South 00°43'33" East 74.39 feet to a point lying on or along the centerline of the Big Lost River; thence the following courses upstream on or along the centerline of the Southwestwesterly channel of the Big Lost River;

North 66°39'31" West 27.04 feet to a point; thence North 49°52'47" West 116.90 feet to a point; thence North 54°33'26" West 68.82 feet to a point; thence North 14°09'37" West 38.72 feet to a point; thence North 34°02'44" West 94.45 feet to a point; thence North 27°04'07" West 108.78 feet to a point; thence North 30°50'11" West 43.64 feet to a point; thence North 35°28'31" West 90.55 feet to a point; thence North 36°50'26" West 120.54 feet to a point; thence North 12°20'15" West 85.71 feet to a point; thence North 25°05'47" West 97.81 feet to a point; thence North 24°28'03" West 52.36 feet to a point; thence North 51°56'15" West 111.62 feet to a point; thence North 71°58'30" West 146.77 feet to a point; thence North 52°31'08" West 166.37 feet to a point; thence North 35°41'03" West 124.88 feet to a point; thence North 60°29'06" West 99.83 feet to a point; thence North 53°39'25" West 172.95 feet to a point; thence North 06°29'40" West 85.49 feet to a point; thence North 13°39'16" East 45.57 feet to a point lying on or along the North line of the Southeast Quarter said Section 24; thence leaving said centerline North 89°27'02" East 1151.24 feet on or along said North line to the Point of Beginning.

FURTHER EXCEPTING THEREFROM

Part of the Southeast Quarter Southeast Quarter of Section 24 in Township 6 North, Range 25 East of the Boise Meridian, Custer County, State of Idaho.

Beginning at the Southeast Corner of Section 24 in Township 6 North, Range 25 East, Boise Meridian said corner marked by a 5/8" rebar with a 1-1/2" aluminum cap on top which shall be the Point of Beginning; thence South 89°52'57" West along the South line of Section 24 for a distance of 901.62 feet; thence North 00°07'03" West for a distance of 25.00 feet to a 1/2" rebar; thence North 00°07'03" West for a distance of 43.37 feet to a 1/2" rebar; thence along a non-tangent curve to the left for a distance of 1496.82 feet to a 1/2" rebar, said curve having a radius of 1222.30 feet, a delta angle of 70°09'49", and a long chord bearing of North 29°52'37" East for a distance of 1405.03 feet; thence North 51°36'09" East for a distance of 41.46 feet to a 1/2" rebar; thence North 51°36'09" East for a distance of 79.31 feet to the centerline of the Westerly channel of the Big Lost River; thence South 49°47'27" East along said centerline for a distance of 89.29 feet; thence South 66°34'11" East along said centerline for a distance of 27.04 feet to the East line of Section 24; thence South 00°37'50" East along said section line for a distance of 75.55 feet to a 5/8" rebar; thence South 00°37'50" East along said section line for a distance of 1215.96 feet to the Point of Beginning.

FURTHER EXCEPTING THEREFROM

Part of the Southeast Quarter of Section 24 in Township 6 North, Range 25 East of the Boise Meridian, Custer County, State of Idaho.

Beginning at the East Quarter Corner of Section 24 in Township 6 North, Range 25 East, Boise Meridian said corner marked by a U.S. G.L.O. iron pipe with brass cap on top; thence South 89°32'56" West along the North line of the Southeast Quarter for a distance of 1151.24 feet to the centerline of the Westerly channel of the Big Lost River which shall be the Point of Beginning; thence South 13°44'36" East along said centerline for a distance of 45.58 feet; thence South 06°24'20" East along said centerline for a distance of 85.50 feet; thence South 53°34'05" East along said centerline for a distance of 99.90 feet; thence South 17°51'17" West for a distance of 79.39 feet to a 1/2" rebar; thence South 17°51'17" West for a distance of 11.87 feet to a 1/2" rebar; thence along a non-tangent curve to the left for a distance of 533.99 feet to a 1/2" rebar; said curve having a radius of 1242.30 feet, a delta angle of 24°37'40", and a long chord bearing of North 88°49'44" West for a distance of 529.89 feet; thence North 27°47'34" West for a distance of 293.62 feet to a 5/8" rebar on the North line of the Southeast Quarter; thence North 89°32'56" East along said line for a distance of 572.28 feet to a 1/2" rebar; thence North 89°32'56" East along said line for a distance of 43.31 feet to the Point of Beginning.

Tract 9:

A strip of land 4500 feet, more or less, in length and 200 feet wide consisting of those portions of the Southeast Quarter, the South Half of the Northwest Quarter, and the East Half of the Southwest Quarter, Section 24, Township 6 North, Range 25 East, Boise Meridian, Custer County, Idaho, formerly lying within the right-of-way of the railroad line, as described in the Judgment and Decree Quietng Title to Real Estate recorded in Custer County, Idaho, as Instrument No. 190588.

Tract 10:

Township 6 North, Range 25 East Boise Meridian, Custer County, Idaho.

Section 3: Northeast Quarter Southwest Quarter, North Half Southeast Quarter, Southwest Quarter Southeast Quarter EXCEPTING THEREFROM:

A portion of Section 3, T. 6 N. 25 E., Custer County, Idaho, described as follows:

Commencing at the East 1/4 corner of said Section 3; Thence S. 00° 31' 12" E. 50.22 feet along the east section line said Section 3; Thence leaving said east section line S. 89° 45' 48" W., 179.23 feet to the point of beginning; Thence S. 89° 45' 48" W. 2484.72 feet along an East-West fence line; Thence S. 89° 42' 12" S., 1332.46 feet; Thence leaving said fence line N. 00° 23' 02" W., 88.33 feet to the intersection of the the East-West Center of Section line of said Section 3; Thence along the said East-West Center of Section line S. 89° 42' 38" E., 1331.44 feet to the center of said Section 3; Thence continuing on said East-West Section line S. 89° 42' 38" E., 2485.78; Thence S. 00° 35' 54" E., 51.90 feet to the point of beginning.

Section 10: Northwest Quarter Northeast Quarter

EXCEPTING THEREFROM:

Part of the Northwest Quarter Northeast Quarter of Section 10 in Township 6 North, Range 25 East of the Boise Meridian, Custer County, State of Idaho.

Beginning at the North Quarter Corner of Section 10 in Township 6 North, Range 25 East, Boise Meridian said corner marked by a 5/8" rebar; thence

South 00°25'58" East along the West line of the Northwest Quarter Northeast Quarter for a distance of 48.65 feet to the Point of Beginning; thence

South 80°05'23" East for a distance of 20.86 feet to a 5/8" rebar; thence

South 80°05'23" East for a distance of 1222.60 feet to a 5/8" rebar; thence

South 00°07'53" West for a distance of 122.07 feet to a 5/8" rebar; thence along a non-tangent curve to the left for a distance of 625.11 feet to a 5/8" rebar, said curve having a radius of 907.02 feet, a delta angle of 39°29'12", and a long chord bearing of

North 88°04'49" West for a distance of 612.80 feet; thence

South 13°40'04" West for a distance of 107.83 feet to a 5/8" rebar; thence along a non-tangent curve to the left for a distance of 39.46 feet to a 5/8" rebar, said curve having a radius of 817.02 feet, a delta angle of 02°46'02", and a long chord bearing of

South 66°50'55" West, for a distance of 39.45 feet; thence

North 82°47'47" West for a distance of 153.18 feet to a 5/8" rebar; thence along a non-tangent curve to the left for a distance of 606.93 feet to a 5/8" rebar, said curve having a radius of 907.02 feet, a delta angle of 38°20'21", and a long chord bearing of

South 38°01'57" West for a distance of 595.67 feet; thence

South 89°34'02" West for a distance of 24.75 feet to the West line of the Northwest Quarter Northeast Quarter; thence

North 00°25'58" West along said line for a distance of 886.02 feet to the Point of Beginning.

Tract 10A

Easement for the benefit of Tract 10 as created by instrument recorded September 16, 2016 as Instrument No. 252358, described as follows:

A 30.00' wide access easement more particularly described as follows:

Part of the Northwest Quarter Northeast Quarter of Section 10 in Township 6 North, Range 25 East of the Boise Meridian, Custer County, State of Idaho. Beginning at the North Quarter Corner of Section 10 in Township 6 North, Range 25 East, Boise Meridian said corner marked by a 5/8" rebar; thence

South 00°25'58" East, along the west line of the Northwest Quarter Northeast Quarter for a distance of 48.65 feet to the Point of Beginning; thence

South 80°05'23" East for a distance of 20.86 feet to a 5/8" rebar; thence

South 80°05'23" East for a distance of 9.63 feet; thence

South 00°25'58" East, for a distance of 865.99 feet; thence along a non-tangent curve to the left for a distance of 15.48 feet to a 5/8" rebar, said curve having a radius of 907.02 feet, a delta angle of 00°58'41" and a long chord bearing of

South 19°23'24" West, for a distance of 15.48 feet; thence

South 89°34'02" West, for a distance of 24.75 feet to the west line of the Northwest Quarter Northeast Quarter; thence

North 00°25'58" West, along said line for a distance of 886.02 feet to the Point of Beginning.

FIXTURE AND/OR SPRINKLER EQUIPMENT DESCRIPTION:

IRRIGATION EQUIPMENT:

Tract 1

Eight-tower T&L center pivot

Eight-tower Reinke windshield pivot with a swing arm

Six-tower Reinke windshield pivot

Five-tower Valley center pivot

Four-tower Valley center pivot

Two Four-tower Reinke center pivots

Four wheel lines and a hand line

Approximately 19,000 feet of buried mainline

Pumping Station 1: 40 horsepower Baldor Reliance motor with a centrifugal-style pump and new magnetic flow meter.

Well 2: 100 horsepower B.M.R. motor with a Layne and Bowler turbine-style pump and new magnetic flow meter

Well 3: 75 horsepower US Motors with a Johnston turbine-style pump and new magnetic flow meter

Well 4: 125 horsepower B.M.R. motor with a Layne and Bowler turbine-style pump and new magnetic flow meter

Tract 3

Five-tower T&L center pivot with a swing arm

Twelve-tower Mel Brown center pivot

60 horsepower BMR Electric Motor with a Layne and Bowler turbine-style pump and a new Seametrics magnetic flow meter

40 horsepower Baldor Reliance motor and a Paco centrifugal-style pump

Approximately 2,300 feet of buried mainline


Christopher Schmidt


Stacey Schmidt

Date: January 12, 2021

Loan: 0006621074 - 5522900101

WHEN RECORDED MAIL TO:

Idaho AgCredit, FLCA
PO Box 985
Blackfoot, ID 83221

**ELECTRONICALLY RECORDED
STAMPED FIRST PAGE NOW
INCORPORATED AS PART OF
THE ORIGINAL DOCUMENT.**

Instrument # 259690

CHALLIS, CUSTER, IDAHO
01-19-2021 09:15:55 No. of Pages: 7
Recorded for: TITLEONE - TWIN FALLS
Lura H. Baker Fee: \$45.00
Ex-Officio Recorder Deputy: KW

1. THIS MORTGAGE is made this January 12, 2021 between Christopher Schmidt and Stacey Schmidt, aka Stacey Clarice Schmidt husband and wife, whose address is PO Box 805 Gentry, AR 72734, hereinafter called "Mortgagor", and Idaho AgCredit, FLCA ("Mortgagee"), a wholly owned subsidiary of Idaho AgCredit, ACA, a corporation, existing and operating under the Farm Credit Act of 1971, as amended, having its principal place of business at 188 W Judicial PO Box 985, Blackfoot, Idaho 83221.

2. WITNESSETH: That Mortgagor IRREVOCABLY GRANTS, BARGAINS, SELLS, CONVEYS AND ASSIGNS unto Mortgagee together with right of entry and possession the following described real property situated in the County(ies) of Bulte and Custer, State of Idaho:

SEE ATTACHED SCHEDULE A FOR REAL ESTATE DESCRIPTION, TOGETHER WITH FIXTURES AND APPURTENANT SPRINKLER EQUIPMENT IF ANY.

TOGETHER WITH: All fixtures, including but not limited to the following: All pumps, motors, columns, tubes, shafts, bowls, panels and all electrical appurtenances, mainline, laterals, wheel lines, pivot/circle irrigation systems, risers, heads, couplers, end plugs, valves, valve openers, reducers, joints, tees and wyes, as well as all additions and replacements thereof, hereby declared appurtenant thereto and which are more particularly described on the attached Schedule A.

WATER RIGHTS:

Tract 2

Water Right 34-2421; Decreed; 6/6/1961 Priority Date; Ground Water; 0.64 CFS; 112 AFA; 32 Acres; 9.00 GPM
Water Right 34-14482; Decreed; 7/11/1960 Priority Date; Ground Water; 0.09 CFS; 15.7 AFA; 4.5 Acres; 9.00 GPM
Water Right 34-14481; Decreed; 5/30/1885 Priority Date; Big Lost River; 0.01 CFS; 0.4 Acres; 11.25 GPM
Water Right 34-14480; Decreed; 7/21/1886 Priority Date; Big Lost River; 0.06 CFS; 8 Acres; 3.38 GPM
Water Right 34-14479; Decreed; 7/21/1886 Priority Date; Big Lost River; 0.10 CFS; 8 Acres; 5.63 GPM
Water Right 34-14478; Decreed; 3/10/1894 Priority Date; Big Lost River; 0.12 CFS; 6 Acres; 9.00 GPM
Water Right 34-14477; Decreed; 7/21/1886 Priority Date; Big Lost River; 0.30 CFS; 14.8 Acres; 9.12 GPM
Water Right 34-14476; Decreed; 5/30/1885 Priority Date; Big Lost River; 0.11 CFS; 5.5 Acres; 9.00 GPM
Water Right 34-14475; Decreed; 6/6/1961 Priority Date; Ground Water; 0.18 CFS; 31.1 AFA; 8.9 Acres; 9.10 GPM
Water Right 34-14474; Decreed; 2/7/1961 Priority Date; Ground Water; 0.16 CFS; 28 AFA; 8 Acres; 9.00 GPM
Water Right 34-14473; Decreed; 6/1/1889 Priority Date; Big Lost River; 0.19 CFS; 9 Acres; 9.50 GPM
Water Right 34-14472; Decreed; 7/11/1960 Priority Date; Ground Water; 0.35 CFS; 63.7 AFA; 18.2 Acres; 8.65 GPM
NOTE: The above water rights, when combined, are limited to 1.79 CFS over 78 Acres, or 10.33 GPM

Water Right 34-2421A; Decreed; 6/6/1961 Priority Date; Ground Water; 1.34 CFS; 234.9 AFA; 67.1 Acres; 8.99 GPM
Water Right 34-20C; Decreed; 6/1/1889 Priority Date; Big Lost River; 1.41 CFS; 68 Acres; 9.33 GPM
NOTE: Water Rights 34-2421A and 34-20C, when combined, are limited to 1.41 CFS over 68 acres, or 9.33 GPM

Borrower further agrees that the loan(s) secured by this instrument will be in default should any loan proceeds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of welland to produce or to make possible the production of an agricultural commodity, as further explained in 7 CFR Part 1940, Subpart G, Exhibit M.

This real estate mortgage is also intended to be a fixture filing and to be indexed not only as a mortgage but also as a fixture filing.

3. TOGETHER WITH: all buildings, structures, equipment, fixtures (including trees, vines and shrubs) and improvements of every kind and description now or hereafter constructed or placed thereon; all standing timber and timber to be cut located thereon; all existing and future water rights, however evidenced, to the use of water for irrigation, livestock and domestic purposes, including irrigation and watering equipment and systems, ditches, laterals, conduits, and rights-of-way used to convey such water or to drain the above-described property, all of which rights are hereby made appurtenant to the property, and all pumping plants, electrical generators, wind machines, and fencing and storage tanks, now or hereafter used in connection with the property, all of which are hereby declared to be fixtures; all grazing rights, leases, permits and licenses; all oil, gas, and mineral leases, permits and rights used with the property; and all tenements, hereditaments, easements, rights-of-way and appurtenances to the property (hereafter collectively referred to as the "Property").

4. MORTGAGOR ABSOLUTELY AND UNCONDITIONALLY ASSIGNS, transfers, conveys and sets over to Mortgagee all the rents, royalties, issues, profits, revenue, income and other benefits of the property arising from the use or enjoyment of all or any portion thereof or from any lease, mineral lease, or agreement pertaining thereto (collectively the "Rents"); SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Mortgagor by Paragraph 7.c hereof.

5. FOR THE PURPOSE OF SECURING:

a) payment of the indebtedness or obligations evidenced by the following promissory note(s) and/or guaranties executed by Mortgagor and/or others to the Mortgagee at the times, in the manner and with interest as therein set forth (notes may contain variable or adjustable rate provisions):

Date of Note	Maturity Date	Amount of Note
January 12, 2021	December 1, 2050	\$500,175.00

b) the payment of such additional loans or advances, including advances under a revolving line of credit, with interest thereon, as hereafter may be made to Mortgagor, or Mortgagor's successors or assigns, and/or to parties whose obligation Mortgagor is guaranteeing, evidenced by a promissory note or otherwise and any obligations evidenced by any guaranties executed by Mortgagor in favor of Mortgagee; PROVIDED HOWEVER, THAT, such additional loans, advances, guaranty obligations shall be secured by this Mortgage only if the promissory note, guaranty, or other document evidencing such loans or advances shall recite that it is to be

Date: January 12, 2021

Loan: 0006621074 - 5522900101

WHEN RECORDED MAIL TO:

Idaho AgCredit, FLCA
PO Box 985
Blackfoot, ID 83221

BUTTE COUNTY

Recorded for:
TitleOne - Twin Falls
12:53:23 PM 01-19-2021

0000-059009

No. Pages: 7 Fee: \$45.00

SHELLY SHAFFER

County Clerk

Deputy: KG

1. **THIS MORTGAGE** is made this January 12, 2021 between Christopher Schmidt and Stacey Schmidt, aka Stacey Clarice Schmidt, husband and wife, whose address is PO Box 805 Gentry, AR 72734 hereinafter called "Mortgagor", and Idaho AgCredit, FLCA ("Mortgagee"), a wholly owned subsidiary of Idaho AgCredit, ACA, a corporation, existing and operating under the Farm Credit Act of 1971, as amended, having its principal place of business at 188 W Judicial PO Box 985, Blackfoot, Idaho 83221.

2. **WITNESSETH:** That Mortgagor **IRREVOCABLY GRANTS, BARGAINS, SELLS, CONVEYS AND ASSIGNS** unto Mortgagee together with right of entry and possession the following described real property situated in the County(ies) of Butte and Custer, State of Idaho:

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Borrower further agrees that the loan(s) secured by this instrument will be in default should any loan proceeds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetland to produce or to make possible the production of an agricultural commodity, as further explained in 7 CFR Part 1940, Subpart G, Exhibit M.

This real estate mortgage is also intended to be a fixture filing and to be indexed not only as a mortgage but also as a fixture filing.

3. **TOGETHER WITH:** all buildings, structures, equipment, fixtures (including trees, vines and shrubs) and improvements of every kind and description now or hereafter constructed or placed thereon; all standing timber and timber to be cut located thereon; all existing and future water rights, however evidenced, to the use of water for irrigation, livestock and domestic purposes, including irrigation and watering equipment and systems, ditches, laterals, conduits, and rights-of-way used to convey such water or to drain the above-described property, all of which rights are hereby made appurtenant to the property, and all pumping plants, electrical generators, wind machines, and fencing and storage tanks, now or hereafter used in connection with the property, all of which are hereby declared to be fixtures; all grazing rights, leases, permits and licenses; all oil, gas, and mineral leases, permits and rights used with the property; and all tenements, hereditaments, easements, rights-of-way and appurtenances to the property (hereafter collectively referred to as the "Property").

4. **MORTGAGOR ABSOLUTELY AND UNCONDITIONALLY ASSIGNS**, transfers, conveys and sets over to Mortgagee all the rents, royalties, issues, profits, revenue, income and other benefits of the property arising from the use or enjoyment of all or any portion thereof or from any lease, mineral lease, or agreement pertaining thereto (collectively the "Rents"); **SUBJECT, HOWEVER**, to the right, power and authority given to and conferred upon Mortgagor by Paragraph 7.c hereof.

5. FOR THE PURPOSE OF SECURING:

a) payment of the indebtedness or obligations evidenced by the following promissory note(s) and/or guaranties executed by Mortgagor and/or others to the Mortgagee at the times, in the manner and with interest as therein set forth (notes may contain variable or adjustable rate provisions):

<u>Date of Note</u>	<u>Maturity Date</u>	<u>Amount of Note</u>
January 12, 2021	December 1, 2050	\$500,175.00

b) the payment of such additional loans or advances, including advances under a revolving line of credit, with interest thereon, as hereafter may be made to Mortgagor, or Mortgagor's successors or assigns, and/or to parties whose obligation Mortgagor is guaranteeing, evidenced by a promissory note or otherwise and any obligations evidenced by any guaranties executed by Mortgagor in favor of Mortgagee; **PROVIDED HOWEVER, THAT**, such additional loans, advances, guaranty obligations shall be secured by this Mortgage only if the promissory note, guaranty, or other document evidencing such loans or advances shall recite that it is to be

secured by this Mortgage; c) the payment of any substitute notes, renewals, reamortizations, and extensions of all indebtedness of this Mortgage as security for future loans, advances or guaranties shall not be impaired by the fact that at certain times hereafter there may exist no outstanding indebtedness from Mortgage to Mortgage or no commitment to make loans or advances.

6. TO PROTECT THE SECURITY OF THIS MORTGAGE, MORTGAGOR AGREES:

a) To use loan proceeds solely for the purposes set forth in the loan application(s) or agreements; to comply with the Farm Credit Act of 1971, as amended, and/or the regulations of the Farm Credit Administration, now existing or as hereafter amended.

b) To keep the Property in good condition, working order and repair; care for the Property in accordance with standards of good husbandry and to keep all trees, vines and crops on said land and properly cultivated, irrigated, fertilized, sprayed, and fumigated; not to remove, destroy or suffer the removal or destruction of any building, fence, canal, well or other improvements or fixtures thereon; not to remove, replace or alter any horticultural or viticultural tree, vine or shrub planted thereon without the prior written consent of Mortgage, except in the ordinary course of business; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon; to comply with all laws, covenants and restrictions affecting the Property; not to commit or permit waste thereof; not to commit, suffer or permit any act upon the Property in violation of law; to do all other acts which from the character or use of the Property may be reasonably necessary, the specific enumerations herein not excluding the general; to observe and perform all obligations of Mortgage under any lease of the Property.

c) To provide, maintain and deliver to Mortgage fire and all other types of insurance of the type and in amounts as Mortgage may require, with loss payable clauses solely in favor of Mortgage. In the event of loss, the insurance proceeds, or any part thereof, may be applied by Mortgage, at its option, to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In the event that the Mortgage shall fail to provide satisfactory hazard insurance, Mortgage may procure, on Mortgage's behalf, insurance in favor of Mortgage alone. If insurance cannot be secured by Mortgage to provide the required coverage, such inability shall constitute an event of default hereunder.

d) To appear in and litigate any action or proceeding purporting to affect the security hereof, the title to the Property, or the rights or powers of Mortgage; Mortgage may appear in and litigate any such action or proceedings, including any bankruptcy, partition or condemnation proceeding, affecting the Property, or Mortgage's interest therein, in which event Mortgage agrees to pay all costs and expenses thereof, including attorney's fees and costs of securing evidence of title.

e) To pay on or before the due date all taxes and assessments affecting the Property, including all assessments upon water company stock and all rents, assessments and charges for water, appurtenant to or used in connection with the Property; to pay, when due, all encumbrances, charges, and liens, on the Property or any part thereof, which at any time appear to be prior or superior hereto.

f) In case of any suit to foreclose this Mortgage or to collect any charge arising out of the debt hereby secured, or of any suit which the Mortgagee may deem necessary to prosecute or defend to effect or protect the lien herein, including any proceeding in bankruptcy, or if Mortgagee retains an attorney to advise Mortgage in connection with this Mortgage or any other agreement related to the indebtedness secured by this Mortgage, Mortgage agrees to pay a reasonable sum as attorney's fees and all costs and legal expenses in connection with said suit, and further agrees to pay the reasonable costs of searching the records and abstracting or insuring the title, and such sums, costs and expenses shall be secured hereby and shall be included in any decree of foreclosure. The fees and costs described herein and elsewhere in this Mortgage shall be in addition to those set forth in the loan agreement or any other written agreement between Mortgage and Mortgage.

g) Should Mortgage fail to make any payment or to do any act as provided for in this Mortgage, then Mortgage, but without obligation to do so and without notice to or demand upon Mortgage and without releasing Mortgage from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the Property, Mortgage being authorized to enter upon the Property for such purposes: commence, appear in and litigate any action or proceeding purporting to affect the security hereof or the rights or powers of Mortgage, including any bankruptcy proceeding affecting the Property; pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and in exercising any such powers, incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefore, including attorney's, accountant's, appraiser, and environmental fees, and costs of securing evidence of title, and all amounts so expended shall be obligations of Mortgage secured by this Mortgage. Nothing contained herein shall prohibit Mortgagee from entering the Property, at a reasonable time and upon reasonable notice to Mortgage, without incurring or assuming any obligations or liabilities whatsoever, for the sole purpose of inspecting the Property.

h) To pay immediately and without demand all sums expended by Mortgage pursuant to the provisions hereof, with interest from date of expenditure at the same rate as is provided for in the note or notes secured by this Mortgage. In the event that such sums are not immediately paid, they shall be added, along with the appropriate amount of capital stock or participation certificates, to the principal balance of the indebtedness secured hereby and shall accrue interest as herein set forth. All such sums shall be secured hereby.

i) Environmental Representations, Warrants and Covenants.

1) Except as disclosed in writing to Mortgagee, or except as otherwise provided in any loan agreement between Mortgagee and Mortgage which specifically refers to the Property, to the best knowledge of Mortgage after due inquiry, Mortgage hereby further represents, warrants and covenants as follows:

a) No pollutants, contaminants (including oil or other petroleum products), toxic or hazardous substances, or solid or hazardous wastes, as such terms are defined under any federal, state or local Environmental Law, regulation or ordinance (hereinafter "Contaminants") have been, are being or will be generated, manufactured, produced, stored, disposed of, discharged, released, threatened to be released, or otherwise allowed to migrate or escape on, under or from the Property in such quantities or concentrations as would violate any federal, state or local Environmental Law, regulation or ordinance or as would require Mortgage to report such condition to any governmental authority or to undertake removal or remedial action to clean up such contaminants;

b) No Contaminants are located on, in or under any property located adjacent to the Property in such quantities or concentrations as would constitute a violation of any Environmental Law or as would require the owner of the adjacent property to report such condition to any governmental authority or to undertake removal or remedial action to clean up such Contaminants;

c) Neither the Property, nor any portion thereof, nor any adjacent property or portion thereof, has been or is proposed to

Date: January 12, 2021

Loan: 0006621074 - 5522900101

be listed under the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601, et seq.), or any analogous state law. Mortgagor shall immediately notify Mortgagee if Mortgagor acquires any information concerning the listing or proposed listing of the Property or any adjacent property and shall provide Mortgagee with any documents in Mortgagor's possession relative thereto;

(d) No hazardous wastes, as defined under the Federal Resource Conservation and Recovery Act (42 U.S.C. Section 6901, et seq.), or any analogous state law ("Hazardous Wastes"), have been, are being or will be stored or treated in surface impoundments or other structures or facilities located on the property that are partially or entirely below the ground surface;

(e) No litigation, investigation, administrative order, consent order, agreements, or other action, proceeding or settlement (hereinafter "Action") has previously been brought, is now pending, or to the best knowledge of Mortgagor threatened against or anticipated by Mortgagor, with respect to Mortgagor's use or management of Hazardous Materials or Hazardous Wastes or the environmental condition of the Property, including any underlying groundwater. Upon learning thereof, Mortgagor shall immediately notify Mortgagee of any such Action or threatened Action and provide Mortgagee with copies of all documentation relative thereto; and

(f) Except as disclosed in writing to Mortgagee, no underground tanks, wells (except domestic water wells), septic tanks, ponds, pits or any other storage tanks ("Tanks") (whether currently in use or abandoned) are or were located on or under the Property and no Tanks are or were serving the Property described herein. With respect to any Tanks disclosed in writing to Mortgagee, Mortgagor shall comply with all federal, state and local laws, regulations and ordinances and any requirements of city or county fire departments, applicable to the maintenance and use of such Tanks, including, without limitation, Title 40 of the Code of Federal Regulations Part 112.

2) Nothing herein shall be deemed to prohibit Mortgagor from (a) using, handling or storing hazardous materials or substances, as defined under any federal, state or local law, regulation or ordinance ("Hazardous Materials") or (b) storing or treating non-hazardous wastes, so long as such activities are carried out in a good and husbandlike manner in the ordinary course of business, and in compliance with all applicable environmental laws, regulations, permits, orders or other requirements.

3) In the event that Mortgagor is in breach of any of its representations, warranties or covenants as set forth above, Mortgagor, at its sole expense, shall take all action required, including environmental cleanup of the Property, to comply with the representations, warranties and covenants herein or applicable legal requirements and, in any event, shall take all action deemed necessary by appropriate governmental authorities. Mortgagee shall have the right, but not the obligation, to advise appropriate governmental authorities of any environmental condition on or affecting the Property that constitutes or may constitute a breach of Mortgagor's obligations hereunder.

4) Mortgagor and its successors and assigns shall indemnify, defend, protect, and hold harmless Mortgagee, its directors, officers, employees, agents, shareholders, successors and assigns and their officers, employees or agents, from and against any and all claims, suits, damages, liens, losses, liabilities, interest, judgments, response and cleanup costs, demands, actions, causes of action, injuries, administrative proceedings and orders, consent agreements and orders, penalties, costs and expenses (including any fees and expenses incurred in enforcing this indemnity, any out-of-pocket litigation costs and the reasonable fees and expenses of counsel) of any kind whatsoever ("Claims") paid, incurred or suffered by, or asserted against Mortgagee, including but not limited to Claims arising out of loss of life, injury to persons, trespass or damage to or contamination of property or natural resources, or injury to business, in connection with or arising out of the activities of Mortgagor on the Property, Mortgagor's predecessors in interest, third parties who have been invited, permitted or trespassed on the Property, or parties in a contractual relationship with Mortgagor, or any of them, or which directly or indirectly arise out of or result from or in any way connected with the Property, whether or not caused by Mortgagor or within the control of Mortgagor, including without limitation: (a) the presence, use, generation, treatment, storage, disposal, release, threatened release, or discharge of any Hazardous Material or Contaminant at or from the Property and/or the cleanup of Hazardous Materials or Contaminants within, on or under the Property; (b) Mortgagor's breach of any of the representations, warranties and covenants contained herein; and (c) Mortgagor's violation or alleged violation of any applicable Environmental Law, regulation or ordinance.

5) Mortgagor's representations, warranties, covenants and indemnities contained herein shall survive the occurrence of any event whatsoever, including without limitation the payoff of any promissory note(s) secured hereby, the release or foreclosure of this Mortgage, the acceptance by Mortgagee of a deed in lieu of foreclosure, or any transfer or abandonment of the Property.

6) The term "Environmental Law" shall mean any federal, state or local law, statute, ordinance, or regulation, now in effect or hereinafter enacted, pertaining to health, industrial hygiene, or the environmental conditions on, under or about the Property, including but not limited to enactments requiring the removal or containment of asbestos-containing materials in private buildings.

7) Mortgagor shall permit, or cause any tenant of Mortgagor to permit, Mortgagee or its agents, or independent contractors to enter and inspect the Property at any reasonable time for purposes of determining, as Mortgagee deems necessary or desirable: (a) the existence, location and nature of any Hazardous Materials or Hazardous Wastes on, under or about the Property, (b) the existence, location, nature, magnitude and spread of any Hazardous Materials or Hazardous Waste that has been spilled, disposed of, discharged or released on, under or about the Property, or (c) whether or not Mortgagor and any tenant of Mortgagor is in compliance with applicable Environmental Law. If Mortgagor or its tenants fail to comply fully with the terms of this subdivision 7), Mortgagee may obtain affirmative injunctive relief to compel such compliance.

j) Grazing Rights. If any portion of the Property described in this Mortgage is used by Mortgagor as the basis for obtaining grazing permits or other grazing rights issued by any governmental agency, including without limitations the Forest Service, U.S. Department of Agriculture or the Bureau of Land Management, U.S. Department of Interior, Mortgagor covenants and agrees as follows:

1) Said grazing permits or other rights are in good standing and have not been modified, reduced or limited in any other respect, except as fully disclosed in writing to Mortgagee;

2) Mortgagor will perform all obligations imposed as a requirement of exercise of said grazing permits or other rights and will comply with all laws, rules and regulations applicable thereto;

3) Mortgagor will take such timely action as may be required to cause the renewal or reissuance of said grazing permits or other rights from time to time as they expire during the term thereof. Mortgagor agrees and acknowledges that the failure to renew or cause the reissuance of any said permits for any reason, whether the result of an act or omission of Mortgagor or for reasons beyond Mortgagor's control, is an event of default hereunder and Mortgagee shall have the right to exercise the

4) Mortgagor agrees to pay all fees, charges, rents or other payments accruing under said permits or any renewals thereof prior to delinquency. In the event Mortgagor fails to pay any such payment, the amount unpaid shall become a part of the indebtedness secured by this Mortgage and shall be immediately due and payable.

7. IT IS MUTUALLY AGREED THAT:

a) Any award of damages in connection with any taking or condemnation or injury to the Property by reason of public use, or for damages resulting from private trespass or injury to the Property, is absolutely and unconditionally assigned and shall be paid to Mortgagor, under the terms and conditions of this Mortgage pertaining to Rents. Upon receipt of such money Mortgagor may apply the same on the indebtedness secured hereby. Mortgagor agrees to execute such further documents as may be required to effect the assignments herein made as Mortgagor may require.

b) At any time, without affecting the liability of any person for the payment of the indebtedness secured hereby, and without otherwise affecting the security hereof, Mortgagor may 1) consent to or join in the making of any map or plat of the Property; 2) grant any easement or create any restriction thereof; 3) subordinate this Mortgage; 4) extend or modify the term of the loan or loans secured hereby; and 5) release without warranty, all or any part of the Property.

c) Prior to any default by Mortgagor in the payment, observance, performance and discharge of any condition, obligation, covenant, or agreement of Mortgagor contained herein, Mortgagor may, for collection and distribution purposes only, collect and receive the Rents as they come due and payable; the Rents are to be applied by Mortgagor to the payment of the principal and interest and all other sums due or payable on any promissory note or guaranty secured by this Mortgage and to the payment of all other sums payable under this Mortgage and, thereafter, so long as the aforesaid has occurred, the balance shall be distributed to the account of Mortgagor. Upon any such default, Mortgagor may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Property or any part thereof, in his own name, sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Mortgagor may determine; also perform such acts of repair, cultivation, irrigation or protection, as may be necessary or proper to conserve the value of the Property; also lease the same or any part thereof for such rental, term, and upon such conditions as its judgment may dictate; also prepare for harvest, remove, and sell any crops that may be growing upon the Property, and apply the proceeds thereof upon the indebtedness secured hereby.

d) The entering upon and taking possession of the Property, the collection of such rents, issues, and profits, or the proceeds of fire and other insurance policies, or compensation or awards for any taking of or damage to the Property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

e) Upon default by Mortgagor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Mortgagee and in accordance with applicable state law. In the event of default, Mortgagee may employ counsel to enforce payment of the obligations secured hereby, may foreclose and, if applicable, sell the Property by advertisement and sale, and in accordance with other applicable state law, and may exercise such other rights and remedies granted by law and equity, which rights and remedies shall be cumulative and not exclusive. Mortgagee may resort to and realize upon the security hereunder and any other real or personal property security now or hereafter held by Mortgagee for the obligations secured hereby in such order and manner as Mortgagee may, in its sole discretion, determine. Resort to any or all such security may be taken concurrently or successively and in one or several consolidated or independent judicial actions or lawful nonjudicial proceedings, or both. If the obligation secured by this Mortgage is also secured by personal property, fixtures or crops, Mortgagee may enforce its security interest in the personal property, fixtures and crops and its lien under this Mortgage in any manner and in any order or sequence permitted by applicable law. All remedies are cumulative and none are exclusive; no election by Mortgagee to pursue one remedy or item of collateral shall be deemed to be a release or waiver of any other item of collateral or a release or modification of the liability of Mortgagor or any guarantor to pay and perform in full all obligations to Mortgagee. The procedures governing the enforcement by Mortgagee of its foreclosure and provisional remedies against Mortgagor shall be governed by the laws of the state in which the Property is located. Nothing contained herein shall be construed to provide that the substantive law of the state in which the Property is located shall apply to Mortgagor's rights and Mortgagor's obligations hereunder or under the promissory note(s) or guaranties described herein, which are and shall continue to be governed by the substantive law of the state in which the promissory note(s) or guaranties were executed.

f) The failure on the part of the Mortgagee to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by Mortgagee of any default shall not constitute a waiver of any other subsequent defaults. Subsequent acceptance of any payment by the holder hereof shall not be deemed a waiver of any default by Mortgagor, or of Mortgagee's rights hereunder as the result of any sale, conveyance, or alienation, regardless of holder's knowledge of such default, sale, agreement to sell, conveyance, or alienation at the time of acceptance of such payment.

g) This Mortgage applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Mortgagee shall mean the holder and owner of any note secured hereby, or, if the note has been pledged, the pledgee thereof. In this Mortgage, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural. All obligations of Mortgagor hereunder are joint and several.

h) In the event the herein-described Property, or any part thereof, or any interest therein, is sold, agreed to be sold, conveyed, alienated or transferred, including any water transfer as defined below, by Mortgagor, or by operation of law or otherwise, except by inheritance, without Mortgagee's prior written consent, all obligations secured hereby, irrespective of the maturity dates, at the option of the holder hereof, and without demand or notice, shall immediately become due and payable. Failure to exercise such option shall not constitute a waiver of the right to exercise this option in the event of subsequent sale, agreement to sell, conveyance or alienation.

A water transfer is any transfer, assignment, sale, exchange, gift, encumbrance, pledge, hypothecation, alienation, grant of option to purchase, or other disposition of, directly, indirectly, or in trust, voluntarily or involuntarily, by operation of law or otherwise, or the entry into a binding agreement to do any of the foregoing with respect to all or any part of 1) the groundwater on, under, pumped from or otherwise available to the Property, 2) Mortgagor's right to remove and extract any such groundwater including any permits, rights or licenses granted by any governmental authority or agency and any rights granted or created by any easement, covenant, agreement or contract with any person or entity, 3) any rights to which the Property is entitled with respect to surface water, whether such right is appropriative, riparian, prescriptive or otherwise and whether or not pursuant to permit or other governmental authorization, or the right to store any such water, 4) any water, water right, water allocation, distribution right, delivery right, water storage right, water allocation, or other water-related entitlement appurtenant or otherwise applicable to the Property by virtue of the Property's being situated within the

Date: January 12, 2021

Loan: 0006621074 - 5522900101

boundaries of any district, agency, or other governmental entity or within the boundaries of any private water company, mutual water company, or other non-governmental entity, or 5) any shares (or any rights under such shares) of any private water company, mutual water company, or other non-governmental entity pursuant to which Mortgagor or the Property may receive any rights.

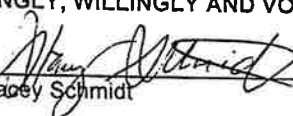
i) In the event any one or more of the provisions contained in this Mortgage or in any promissory note(s) hereby secured shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Mortgage or said promissory note(s), but this Mortgage and said promissory note(s) shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

j) This document and any attachments may be executed in counterparts, each of which shall be deemed an original, but which shall constitute one and the same instrument. This document may be signed and delivered by facimile or electronic transmission, either of which shall be effective as an original.

k) Mortgagor acknowledges receipt of a completed copy of this document and its attachments.

WAIVER OF RIGHT TO TRIAL BY JURY. TO THE EXTENT PERMITTED BY LAW, THE BORROWER AND THE LENDER HEREBY JOINTLY AND SEVERALLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO ANY OF THE LOAN DOCUMENTS, THE OBLIGATIONS THEREUNDER, ANY COLLATERAL SECURING THE OBLIGATION OR ANY TRANSACTION ARISING THEREFROM OR CONNECTED THERETO. BORROWER AND THE LENDER EACH REPRESENT TO THE OTHER THAT THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY GIVEN.

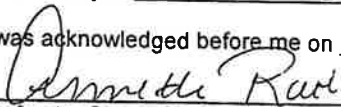

Christopher Schmidt


Stacey Schmidt

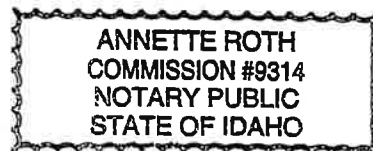
ACKNOWLEDGMENT.

State of Idaho, County of Bonneville, ss.

This record was acknowledged before me on 1/15/2021 by Christopher Schmidt and Stacey Schmidt, husband and wife.


Notary Public for the State of Idaho

My commission expires: 8-4-2023



REAL ESTATE DESCRIPTION TOGETHER WITH FIXTURES AND APPURTENANT SPRINKLER EQUIPMENT IF ANY FOR MORTGAGE DATED JANUARY 12, 2021

Christopher Schmidt

Loan: 0006621074 - 5522900101

REAL ESTATE DESCRIPTION:

PARCEL NO. 2:

TOWNSHIP 6 NORTH, RANGE 25 EAST OF THE BOISE MERIDIAN,
BUTTE COUNTY AND CUSTER COUNTY, IDAHO

Section 12: SW¼NW¼ and a Portion of the NW¼NW¼ being a triangular shaped parcel of land described as follows:

Beginning at the Southwest corner of said NW $\frac{1}{4}$ NW $\frac{1}{4}$, which shall be the Point of Beginning; Thence North along the West boundary of said NW $\frac{1}{4}$ NW $\frac{1}{4}$, a distance of 350 feet

There is a Southwesterly direction, along said fence line, a distance of 1345 feet, more or less, to the Southeast corner of the existing and recent boundary of said NW $\frac{1}{4}$ NW $\frac{1}{4}$, a distance of 250 feet, more or less to an existing fence corner, NW $\frac{1}{4}$ NW $\frac{1}{4}$;

Thence West, along the South line of the NW $\frac{1}{4}$ NW $\frac{1}{4}$, a distance of 1320 feet, more or less, to the Point of Beginning.

EASEMENT NO. 1:

COLEMAN WITH AN EXISTING WELL SITE, IRRIGATION PUMP AND EASEMENT FOR ACCESS TO WELL SITE DESCRIBED AS FOLLOWS:

Beginning at a point 486 feet South and 25 feet East of the Northwest corner of said Section 12; Thence East 1 rod;

Thence South 1 rod;

Thence West 1 rod;

Thence North 1 rod 1

hence North 1 rod to the Point of Beginning.

SAVE AND EXCEPT a portion of the SW¼NW¼ more particularly described as follows:

Beginning at a point that is North 0.05 feet and East 5.56 feet from the Southwest corner of the SW $\frac{1}{4}$ NW $\frac{1}{4}$, Section 12, Township 6 North, Range 25 EBM, said point lies on the South line of the SW $\frac{1}{4}$ NW $\frac{1}{4}$, Section 12;

Thence North 1°35'02" West, 414.92 feet along a fence to a point;

Thence North 89°26'52" East, 420.0 feet to a point;

Thence South 1°35'02" East, 414.92 feet to a point lying on the South line of the SW $\frac{1}{4}$ NW $\frac{1}{4}$, Section 12;

Thence South 89°26'52" West, 420.0 feet along said line to the Point of Beginning.

ALSO EXCEPTING all property lying South and West of Pass Creek and being in Custer County.

PARCEL NO. 3:
TOWNSHIP 6 NORTH, RANGE 25 EAST OF THE BOISE MERIDIAN,
BLUTE COUNTY AND CUSTER COUNTY, IDAHO

Section 12: SE¼NW¼ and a triangular shaped parcel of land in the NE¼NW¼ described as follows:

beginning at the Southeast corner of said NE $\frac{1}{4}$ NW $\frac{1}{4}$, which shall be the Point of Beginning; hence North 250 feet, more or less, to an existing fence line.

hence Southwesterly, along said fence line, 1345 feet, more or less, to the Southwest corner of said NE $\frac{1}{4}$ NW $\frac{1}{4}$; hence East along the South boundary of said NE $\frac{1}{4}$ NW $\frac{1}{4}$, 1320 feet, more or less, to the Point of Beginning.

XCEPTING all property lying South and West of Pass Creek and being in Custer County.

Tract 2 and Tract 4 (COMBINED DESCRIPTION):

Section 12: The West Half of the Northwest Quarter

ESS a parcel described as follows:

beginning at a point that is North 0.05 feet and East 5.56 feet from the Southwest corner of the Southwest Quarter of the Northwest Quarter, Section 12, Township 6 North, Range 25 East, Boise Meridian, said point lies on the South line of the Southwest Quarter of the Northwest Quarter of the Northwest Quarter, Section 12, thence North 01°35'02" West 207.46 feet along a fence to a point; thence North 89°26'52" East 210.00 feet to a point; thence North 01°35'02" East 207.46 feet to a point lying on the South line of the Southwest Quarter of the Northwest Quarter, Section 12; thence North 89°26'52" West 210.00 feet along said line to the Point of Beginning.

SO EXCEPTING THEREFROM any of the above described property lying within the boundaries of Butte County, Idaho
 FURTHER EXCEPTING THEREFROM

RTHER EXCEPTING THEREFROM

part of the Southwest Quarter Northwest Quarter of Section 12 in Township 6 North, Range 25 East of the Boise Meridian, Custer County, State of Idaho. Beginning at the West Quarter Corner of Section 12 in Township 6 North, Range 25 East, Boise Meridian and corner marked by a 5/8" rebar with a 2" aluminum cap on top which shall be the Point of Beginning; thence north 00°05'52" East along the West line of Section 12 for a distance of 228.34 feet; thence north 89°28'15" East for a distance of 21.71 feet to a 5/8" rebar; thence north 01°34'33" East (South 01°35'02" East, Rec.) for a distance of 207.36 feet (207.46" Rec.) to a 5/8" rebar; thence north 89°31'06" East (North 89°26'52" East, Rec.) for a distance of 210.09 feet (210.00" Rec.) to a 5/8" rebar; thence north 01°34'18" East for a distance of 19.90 feet to the South line of the Southwest Quarter Northwest Quarter; thence north 89°14'53" West along said line for a distance of 238.45 feet to the Point of Beginning.

OTHER EXCEPTING THEREFROM

part of the Southwest Quarter Northwest Quarter of Section 12 in Township 6 North, Range 25 East of the Boise Meridian, Custer

County, State of Idaho.

Beginning at the West Quarter Corner of Section 12 in Township 6 North, Range 25 East, Boise Meridian said corner marked by a 5/8" rebar with a 2" aluminum cap on top; thence North 00°05'52" East along the West line of Section 12 for a distance of 228.34 feet to the Point of Beginning; thence North 00°05'52" East along said section line for a distance of 567.25 feet to a 1/2" rebar; thence along a non-tangent curve to the left for a distance of 707.52 feet to a 1/2" rebar, said curve having a radius of 1444.61 feet, a delta angle of 28°03'42", and a long chord bearing of South 36°44'18" East for a distance of 700.47 feet; thence South 00°05'52" West for a distance of 203.74 feet to a 1/2" rebar; thence South 00°05'52" West for a distance of 25.00 feet to the South line of the Southwest Quarter Northwest Quarter; thence South 89°14'53" West along said line for a distance of 181.55 feet; thence North 01°34'18" West for a distance of 19.90 feet to a 5/8" rebar; thence North 01°34'18" West (North 01°35'02" West, Rec.) for a distance of 207.54 feet (207.46', Rec.) to a 5/8" rebar; thence South 89°28'15" West (South 89°26'52" West, Rec.) for a distance of 210.10 feet (210.00', Rec.) to a 5/8" rebar; thence South 89°28'15" West for a distance of 21.71 feet to the Point of Beginning.

Tract 3:

Township 6 North, Range 25 East of the Boise Meridian, Custer County, State of Idaho.
Section 12: Southeast Quarter of the Northwest Quarter

EXCEPTING THEREFROM any of the above described property lying within the boundaries of Butte County, Idaho.

Tract 7:

Township 6 North, Range 25 East, Boise Meridian, Custer County, State of Idaho Section 12: North Half of the Southwest Quarter

FIXTURE AND/OR SPRINKLER EQUIPMENT DESCRIPTION:

IRRIGATION EQUIPMENT:

Tract 2

Ten-tower T&L windshield pivot
Seven-tower Reinke windshield pivot
50 horsepower US Motor with a Johnston turbine-style pump and Seametrics magnetic flow meter.
Approximately 4,700 feet of buried mainline


Christopher Schmidt


Stacey Schmidt



State of Idaho

DEPARTMENT OF WATER RESOURCES

Eastern Region • 900 N SKYLINE DR STE A • IDAHO FALLS, ID 83402-1718
Phone: (208)525-7161 • Fax: (208)525-7177 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

August 16, 2021

IDAHO AGCREDIT FLCA
PO BOX 985
BLACKFOOT ID 83221-0985

RE: Notice of Security Interest for Water Right/Permit No(s): 34-2374A, 34-10740, 34-10742, 34-14587, 34-2394, 34-689A, 34-688A, 34-181, 34-10737, 34-2442 and 34-10736

Dear Security Interest Holder:

The Department of Water Resources (Department) acknowledges receipt of correspondence adding security interest of the above referenced water right(s) to you. The Department has modified its records to reflect the change in security interest and has enclosed a computer-generated report for you.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Security Interest, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

If you have any questions concerning the enclosed information, please contact me at (208) 497-3787.

Sincerely,

Jonie Barg
Technical Records Specialist 1

Enclosure(s)

cc: CHRISTOPHER SCHMIDT
STACEY SCHMIDT
USDA FARM SERVICE AGENCY