

RECEIVED

JUL 15 2021

DEPARTMENT OF
WATER RESOURCES

RECEIVED

JUN 10 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.

DE ✓

1. Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.
73-2A			
73-190			
73-2142			

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, PCA

PO Box 985

Blackfoot, ID 83221

Phone 208-785-1510

Email _____

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

Sulphur Creek Ranch LLC.

5. Expiration Date of Notification Period

April 1, 2026

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 JBDate 6/10/2021Receipt No. 20470169Fee \$275.-

Processed by AJ

Date _____

WR JanDate 7-16-21

SUPPORT DATA

73-2A

IN FILE

IN FILE

Date: January 19, 2021

Loan: 0006621570 - 2226577101

WHEN RECORDED MAIL TO:

Idaho AgCredit, PCA
PO Box 985
Blackfoot, ID 83221

Instrument # 259981

CHALLIS, CUSTER, IDAHO
03-12-2021 08:16:00 No. of Pages: 8
Recorded for: PIONEER TITLE CANYON - CALDWELL
Lura H. Baker Fee: \$45.00
Ex-Officio Recorder Deputy: KW

1. THIS MORTGAGE is made this January 19, 2021 between Sulphur Creek Ranch LLC, An Idaho Limited Liability Company, By: Lex Carter, Carlene Carter, Val C. Carter, Heather I. Carter, Colter V. Carter, Katelyn Carter, MaCade Bingham, and Cassidy I. Bingham, Members; and Individually By: Val C. Carter and Heather I. Carter, aka Heather Ilene Carter, husband and wife, whose address is 1525 W 1075 S Pioneer, ID 83262 hereinafter called "Mortgagor", and Idaho AgCredit, PCA ("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 183 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 Custer and Bingham, 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/center 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:

Custer County:

TOGETHER WITH: Idaho Department of Water Resources Decree Number 73-2A, Priority Date May 1, 1884, 6.8 CFS, from Sulphur Creek.

TOGETHER WITH: Idaho Department of Water Resources Decree Number 73-190, Priority Date May 1, 1900, 1.41 CFS, from Pahsimeroi River.

TOGETHER WITH: Idaho Department of Water Resources Decree Number 73-2142, Priority Date April 24, 1952, 1.35 CFS, from Ground Water.

Bingham County:

TOGETHER WITH: Idaho Department of Water Resources Decree Number 35-4056, Priority Date April 1, 1955, 2.23 CFS, from Ground Water.

GRAZING RIGHTS:

BLM Grazing Permit Allotment ID04501 Trail Creek for 89 AUMs

BLM Grazing Permit Allotment ID04507 Grouse Creek for 189 AUMs

Forest Service Term Grazing Permit #20073 for up to 274 head of cattle from June 6 to September 28 on the Pahsimeroi C&H Allotment and for up to 102 head of cattle from June 1 to October 5 on the Sulphur Creek C&H Allotment and Permit Modification to Permit #20073 for up to 252 head of cattle from June 1 to October 5 on the Sulphur Creek Allotment (1045 Head Months) and for up to 69 head of cattle from June 6 to September 28 on the Pahsimeroi Allotment (201 Head Months), also any future modifications thereto.

This real estate is offered to secure all present and future loans or advances in the name(s) of Sulphur Creek Ranch LLC, An Idaho Limited Liability Company, By: Lex Carter, Carlene Carter, Val C. Carter, Heather I. Carter, Colter V. Carter, Katelyn Carter, MaCade Bingham, and Cassidy I. Bingham, Members; and Individually By: Lex Carter, aka William Lex Carter, and Carlene Carter, aka Carlene L. Carter, aka Carlene Louise Carter, and Val C. Carter and Heather I. Carter, aka Heather Ilene Carter, and Colter V. Carter, aka Colter Carter, aka Colter Val Carter, and Katelyn Carter, and MaCade Bingham, aka MaCade Tor Bingham, and Cassidy I. Bingham, aka Cassidy Bingham, aka Cassidy Ilene Bingham, husbands and wives, as well as any renewals or extensions thereof.

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

Date: January 19, 2021

Loan: 0006621570 - 2226677101

WHEN RECORDED MAIL TO:

Idaho AgCredit, PCA
PO Box 985
Blackfoot, ID 83221

Instrument # 729507

BINGHAM COUNTY, IDAHO
2021-03-11 04:23:12 PM No. of Pages: 8
Recorded for: PIONEER TITLE CANYON - CALDWEL
PAMELA W. ECKHARDT Fee: \$45.00
Ex-Officio Recorder Deputy JPulley
Index To: DEED OF TRUST
Electronically Recorded by Simplifile

1. THIS MORTGAGE is made this January 19, 2021 between Sulphur Creek Ranch LLC, An Idaho Limited Liability Company, By: Lex Carter, Carlene Carter, Val C. Carter, Heather I. Carter, Colter V. Carter, Katelyn Carter, MaCade Bingham, and Cassidy I. Bingham, Members; and Individually By: Val C. Carter and Heather I. Carter, aka Heather Ilene Carter, husband and wife, whose address is 1525 W 1075 S Pingree, ID 83262 hereinafter called "Mortgagor", and Idaho AgCredit, PCA ("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 Custer and Bingham, State of Idaho:

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TOGETHER WITH: Idaho Department of Water Resources Decree Number 73-2142, Priority Date April 24, 1952, 1.35 CFS, from Ground Water.

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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

Date: January 19, 2021

Loan: 0006621570 - 2226677101

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PO Box 985
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Date: January 19, 2021

Loan: 0006621570 - 2226677101

variable or adjustable rate provisions):

<u>Date of Note</u>	<u>Maturity Date</u>	<u>Amount of Note</u>
January 19, 2021	May 1, 2022	\$572,456.00
January 19, 2021	April 1, 2026	\$398,400.00

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 secured by this Mortgage; d) the performance of every obligation and agreement of Mortgagor whether contained or incorporated by reference in this Mortgage, or contained in any loan document or guaranty executed by Mortgagor in favor of Mortgagee, with respect to any loan, advance, or guaranty secured by this Mortgage; and e) the payment of all sums expended or advanced by Mortgagee 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 guaranties shall not be impaired by the fact that at certain times hereafter there may exist no outstanding indebtedness from Mortgagor to Mortgagee 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 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 Mortgagee, 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 Mortgagor under any lease of the Property.

c) To provide, maintain and deliver to Mortgagee fire and all other types of insurance of the type and in amounts as Mortgagee may require, with loss payable clauses solely in favor of Mortgagee. In the event of loss, the insurance proceeds, or any part thereof, may be applied by Mortgagee, 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 Mortgagor shall fail to provide satisfactory hazard insurance, Mortgagee may procure, on Mortgagor's behalf, insurance in favor of Mortgagee alone. If insurance cannot be secured by Mortgagor 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 Mortgagee; Mortgagee may appear in and litigate any such action or proceedings, including any bankruptcy, partition or condemnation proceeding, affecting the Property, or Mortgagee's interest therein, in which event Mortgagor 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, Mortgagor 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 Mortgagor and Mortgagee.

g) Should Mortgagor 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 Mortgagor and without releasing Mortgagor 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 Mortgagor secured by this Mortgage. Nothing contained herein shall prohibit Mortgagee from entering the Property, at a reasonable time and upon reasonable notice to Mortgagor, 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 Mortgagor which specifically refers to the Property, to the best knowledge of Mortgagor after due inquiry, Mortgagor 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,

Date: January 19, 2021

Loan: 0006621570 - 2226677101

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 Mortgagee 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 be listed under the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601, et seq.), or any analogous state law. Mortgagee shall immediately notify Mortgagee if Mortgagee acquires any information concerning the listing or proposed listing of the Property or any adjacent property and shall provide Mortgagee with any documents in Mortgagee'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 Mortgagee threatened against or anticipated by Mortgagee, with respect to Mortgagee's use or management of Hazardous Materials or Hazardous Wastes or the environmental condition of the Property, including any underlying groundwater. Upon learning thereof, Mortgagee 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, Mortgagee 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 Mortgagee 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 Mortgagee is in breach of any of its representations, warranties or covenants as set forth above, Mortgagee, 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 Mortgagee's obligations hereunder.

4) Mortgagee 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 Mortgagee on the Property, Mortgagee's predecessors in interest, third parties who have been invited, permitted or trespassed on the Property, or parties in a contractual relationship with Mortgagee, 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 Mortgagee or within the control of Mortgagee, 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) Mortgagee's breach of any of the representations, warranties and covenants contained herein; and (c) Mortgagee's violation or alleged violation of any applicable Environmental Law, regulation or ordinance.

5) Mortgagee'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) Mortgagee shall permit, or cause any tenant of Mortgagee 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 Mortgagee and any tenant of Mortgagee is in compliance with applicable Environmental Law. If Mortgagee 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 Mortgagee 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, Mortgagee covenants and agrees as follows:

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- 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 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, 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 Mortgagee'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.

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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.

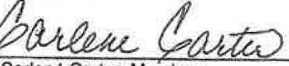
j) This document and any attachments may be executed in counterparts, each of which shall be deemed an original, but which shall constitute one and the same instrument. This document may be signed and delivered by facsimile or electronic transmission, either of which shall be effective as an original.

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.

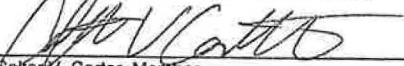
Sulphur Creek Ranch LLC., An Idaho Limited Liability Company, and Val C. Carter, individually, and Heather I. Carter, individually

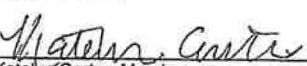

By: Lex Carter, Member


By: Carlene Carter, Member

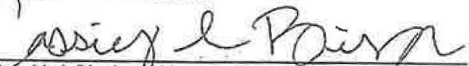

By: Val C. Carter, individually and as a Member


By: Heather I. Carter, individually and as a Member


By: Gaffer V. Carter, Member


By: Katelyn Carter, Member


By: MaCade Bingham, Member


By: Cassidy I. Bingham, Member

Date: January 19, 2021

Loan: 0006621570 - 2226677101

ACKNOWLEDGMENT.

State of Idaho, County of Bannock, ss.

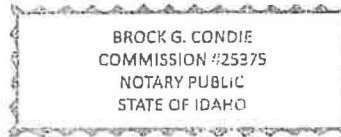
This record was acknowledged before me on 3.11.2021

by Lex Carter, Carlene Carter, Val C. Carter, Heather I. Carter, Colter V. Carter, Katelyn Carter, MaCade Bingham, and Cassidy I. Bingham, as Members

of Sulphur Creek Ranch LLC, An Idaho Limited Liability Company.

Notary Public for the State of Idaho

My commission expires: Brock G. Condie
Residing in: Pocatello, ID
Commission Expires: 02/02/2026



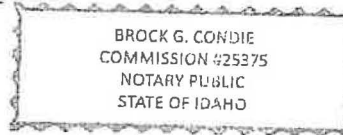
State of Idaho, County of Bannock, ss.

This record was acknowledged before me on 3.11.2021 by Val C. Carter and Heather I. Carter, husband and wife.

Notary Public for the State of Idaho

My commission expires: _____

Brock G. Condie
Residing in: Pocatello, ID
Commission Expires: 02/02/2026



REAL ESTATE DESCRIPTION TOGETHER WITH FIXTURES AND APPURTENANT SPRINKLER EQUIPMENT IF ANY FOR MORTGAGE DATED JANUARY 19, 2021

Sulphur Creek Ranch LLC., An Idaho Limited Liability Company
Loan: 0006621570 - 2226677101

REAL ESTATE DESCRIPTION:

Custer County:

A parcel of land located in the E½, Section 13, Township 14 North, Range 21 E., and in Section 18, Township 14 North, Range 22 E.B.M., Custer County, Idaho, more particularly described as follows:

Beginning at the Northwest corner of said Section 18 from which the N¼ corner of said Section 13 bears S. 89°58'40" W. 2640.96 feet, the Basis of Bearing of this description,

run thence N. 89°56'07" E. along the northerly boundary of said Section 18 a distance of 2046.94 feet;

thence S. 01°19'40" E. a distance of 699.17 feet;

thence S. 55°45'42" E. a distance of 1105.44 feet to a point on the southerly boundary of the NW¼NE¼ of said Section 18;

thence N. 89°55'48" E. along said boundary a distance of 921.19 feet to the Southeast corner of said NW¼NE¼;

thence S. 00°02'42" W. along the easterly boundary of the W½E½ of said Section a distance of 1352.46 feet to a point on the projected centerline of the west fork of Hooper Lane;

thence the following courses along said centerline of fork:

1) S. 11°50'56" W. 165.45 feet;

2) 255.87 feet along curve to the right having a chord of S. 27°01'58" W. 253.49 feet, a delta of 27°05'35" and a radius of 541.11 feet;

3) 286.12 feet along a curve to the right having a chord of S. 50°38'12" W. 285.23 feet, a delta of 15°40'42" and a radius of 1045.61 feet;

4) 338.42 feet along a curve to the right having a chord of S. 68°33'21" W. 335.50 feet, a delta of 26°07'59" and a radius of 741.98 feet;

5) 354.56 feet along a curve to the right having a chord of N. 84°31'42" W. 352.75 feet, a delta of 20°01'41" and a radius of 1014.31 feet;

6) N. 73°44'34" W. 197.15 feet to a point on the centerline of Custer Road;

thence the following (4) courses along said centerline:

1) N. 58°17'03" W. 4180.24 feet;

2) 613.23 feet along curve to the left having chord of N. 61°57'48" W. 612.81 feet, a delta of 07°21'30" and a radius of 4775.00 feet;

3) N. 65°38'33" W. 1044.59 feet;

4) 346.90 feet along a curve to the right having a chord of N. 51°01'41" W. 343.15 feet, a delta of 29°13'44" and a radius of 680.00 feet to a point on the westerly boundary of the E½ of said Section 13;

thence N. 00°10'39" W. along said boundary a distance of 139.34 feet to the Northwest corner of said E½;

thence N. 89°58'40" E. along the northerly boundary of said Section 13 a distance of 2640.96 feet to the point of beginning.

Township 14 North, Range 21 E.B.M., Custer County, Idaho

Section 12: SE¼

A parcel of land located in the SW¼ Section 7, Township 14 North, Range 22 E.B.M., Custer County, Idaho, more particularly described as follows:

Beginning at the Southwest Corner of said Section 7,

run thence N. 00°05'46" W. along the westerly boundary of said SW¼ a distance of 2659.47 feet to the Northwest Corner of said SW¼, basis of Bearing of this description;

thence S. 89°49'36" E. along the northerly boundary of said SW¼ a distance of 1989.97 feet;

thence S. 01°19'40" E. a distance of 2652.05 feet to a point on the southerly boundary of said SW¼;

thence S. 89°56'07" W. along said boundary a distance of 2046.94 feet to the Point of Beginning.

Bingham County:

TOWNSHIP 4 SOUTH, RANGE 33 E.B.M., BINGHAM COUNTY, IDAHO

SECTION 21: SE¼

FIXTURE AND/OR SPRINKLER EQUIPMENT DESCRIPTION:

IRRIGATION EQUIPMENT:

Custer County:

1 - Valley Pivot approx. 1,280ft

1 - Valley Pivot approx. 1,420ft

1 - Valley Pivot approx. 1,760ft

1 - Wheel line approx. 1,280ft

4 - Hand lines approx. 3,840ft

14" to 12" buried PVC penstock mainline approx. 4,270ft

8" and 6" buried PVC mainline approx. 4,720ft

8" buried PVC mainline approx. 2,310ft

Bingham County:

1 - 60 HP Fairbanks/Morse Motor Serial #H6L1088A-14

1 - Layne & Bowler Pump Serial #Unknown

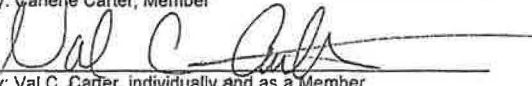
1 - 8-Tower Pivot

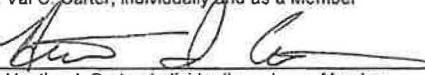
6" - 8" buried mainline approx. 1,325ft

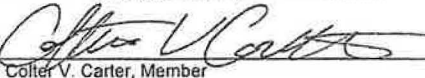
Sulpher Creek Ranch LLC., An Idaho Limited Liability Company, and Val C. Carter, individually, and Heather I. Carter, individually

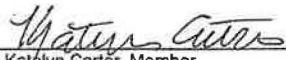

By: Lex Carter, Member

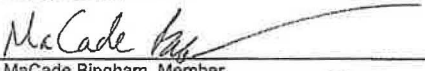

By: Carlene Carter, Member

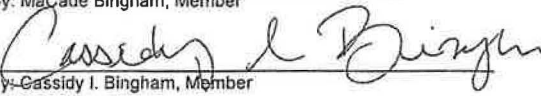

By: Val C. Carter, individually and as a Member


By: Heather I. Carter, individually and as a Member


By: Colter V. Carter, Member


By: Katelyn Carter, Member


By: MacCade Bingham, Member


By: Cassidy I. Bingham, Member