Form 42-248(6) 2/14

RECEIVED
JUN 20 2019
DEPT OF WATER RESOURCES
SOUTHERN REGION

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. |
|---|---|---|---|
| 43-7297 | 43-11204 | 43-11211 | 43-11198 |
| 43-10 | 43-11205 | 43-7085 | 43-12993 |
| 43-11 | 43-11207 | 43-7070 | 43-12992 |
| 43-2148 | 43-11209 | 43-13107 | 43-294 |
| 43-2026 | 43-11210 | 43-295 | 43-296B |

2. The following **REQUIRED** information must be submitted with this form:

   A) Evidence of the security interest. This may be a copy of a **DEED of TRUST, MORTGAGE, CONTRACT OF SALE** or other legal document indicating your interest in the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION**.

   B) A **FEE** of **$25.00 per** water right or adjudication claim.

3. Name and Mailing Address of Person or Company Holding Security Interest

   D. L. Evans Bank
   P.O. Box 517
   Albion, ID 83311

   Phone 208-673-5301
   Email kgunnell@dlevans.com

4. Name of Water Right Owner/Claimant(s) Cordell James Sheridan & Patricia Harper Sheridan

5. Expiration Date of Notification Period 6/1/2059

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

7. Signature(s) of Security Interest Holder(s) Kent C. Gunnell

   Title, if applicable Kent Gunnell, Loan officer

**For Office Use Only**

Receipted by DM Date 6-20-2019 Receipt No. 5031394 Fee $500

Processed by AJ _____ Date _____ WR DM Date 7-30-2019

SUPPORT DATA

IN FILE # 43-10

TitleOne
a title & escrow co.

ASSIGNMENT SEPARATE FROM CERTIFICATE

FOR VALUE RECEIVED, I/we, do hereby sell, assign and transfer unto D. L. Evas Bank, 10 shares of Common Stock in The Almo Water Co., standing in the names of Cordell James Sheridan and Patricia Harper Sheridan on the books of said The Almo Water Co., represented by Certificate No. 227 & 228 herewith, (this assignment is attached and hereby made a part of Certificate) and do hereby irrevocably constitute and appoint the Secretary of The Almo Water Co., limited power of attorney to transfer the said stock on the books of the within named Company with full power of substitution in the premises. This Assignment is made as part of the security for a loan from D. L. Evans Bank dated May 10, 2019.

Dated this 10 day of May, 2019.

Cordell James Sheridan

Cordell James Sheridan

Patricia Sheridan Harper

Patricia Harper Sheridan

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

**CASSIA COUNTY**
RECORDED FOR:
TITLEONE - BURLEY
02:04:41 PM 05-10-2019
**2019-001753**
NO. PAGES: 9 FEE: $45.00
**JOSEPH W. LARSEN**
**COUNTY CLERK**
**DEPUTY: CVELASQUEZ**
Electronically Recorded by Simplifile

**RECORDATION REQUESTED BY:**
D. L. Evans Bank
Albion Branch
P.O. Box 517
Corner of Market & Main
Albion, ID 83311

**WHEN RECORDED MAIL TO:**
D. L. Evans Bank
Albion Branch
P.O. Box 517
Corner of Market & Main
Albion, ID 83311

**SEND TAX NOTICES TO:**
Cordell Sheridan
Patricia Sheridan
P.O. Box 173
Almo, ID 83312-0173

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

*1205001857/140000000000G03*

# MORTGAGE

**THIS MORTGAGE dated May 10, 2019, is made and executed between Tract A: Cordell Sheridan Tract B: Cordell Sheridan and Patricia Sheridan, husband and wife (referred to below as "Grantor") and D. L. Evans Bank, whose address is P.O. Box 517, Corner of Market & Main, Albion, ID 83311 (referred to below as "Lender").**

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

**Refer to exhibit "A" attached here to and made a part hereof.**

**Together with all irrigation equipment and additions thereto and replacements thereof now owned or hereafter acquired by the borrowers and used in the irrigation of the above premises, especially but not limited to pumps, pipe, casing, motor and electrical panels and accessories to each including but not limited to: Two 1/4 mile wheel-line**

**Together with 10 shares of the Capital Stock of the The Almo Water Co. Certificate No. 227 and 227, together with any and all other water rights and ditch rights appurtenant to the above described premises.**

**Together with the water rights represented by Idaho State Department of Water Resources Water Right No.43-10 with a claimed priority of April 30, 1881 to 5.56 CFS of Irrigation and 0.02 CFS of stockwater from the waters of Graham Creek, a tributary of the Almo Creek; Water Right No.43-7297 with a claimed priority of June 16, 1989 to 0.01 CFS of Stockwater and 0.04 CFS of Domestic from the waters from Groundwater; Water Right No.43-11 with a claimed priority of April 1, 1880 to 1.6 CFS of Irrigation and 0.02 CFS of Stockwater from the waters of Stines Creek, a tributary of the Almo Creek; Water Right No.43-2026 with a claimed priority of May 14, 1909 to 0.06 CFS of Stockwater from the waters of Springs, a tributary of Sinks; Water Right No.43-2148 with a claimed priority of November 22, 1913 to 0.46 CFS of Irrigation and 0.02 CFS of Stockwater from the waters of Lone Rock Creek, a tributary of the Almo Creek; Water Right No.43-11204 with a claimed priority of June 15, 1903 to 0.02 CFS of Stockwater from the waters of East Circle Spring, a tributary of the North Creek;Water Right No.43-11205 with a claimed priority of June 15, 1903 to 0.02 CFS of Stockwater from the waters of Middle Ford Circle Creek Spring, a tributary of the Circle Creek; Water Right No.43-11207 with a claimed priority of February 4, 1962 to 0.4 AFA of Stockwater from Storage from the waters of Little Cove Creek, a tributary of the Almo Creek; Water Right No.43-11209 with a claimed priority of July 1, 1903 to 0.02 CFS of Stockwater from the waters of Indian Grove Spring, a tributary of the Graham Creek; Water Right No.43-11210 with a claimed priority of July 1, 1903 to 0.02 CFS of Stockwater from the waters of East Scotties Camp Spring, a tributary of the Graham Creek; Water Right No.43-11211 with a claimed priority of July 1, 1903 to 0.02 CFS of Stockwater from the waters of West Scotties Camp Spring, a tributary of the Graham Creek; Water Right No.43-7085 with a claimed priority of July 22, 1977 to 1.09 CFS of Irrigation Water from Ground Water; Water Right No.43-7070 with a claimed priority of December 20, 1976 to 0.03 CFS of Stockwater from Ground Water; Water Right No.43-295 with a claimed priority of April 30, 1885 to 2 CFS of Irrigation from the waters of Cassia Creek, a tributary of the Raft River; Water Right No.43-296B with a claimed priority of April 1, 1894 to 0.88 CFS of Irrigation from the waters of Cassia Creek, a tributary of the Raft River; Water Right No.43-294 with a claimed priority of April 30, 1880 to 0.4 CFS of Irrigation from the waters of Cassia Creek, a tributary of the Raft River; Water Right No.43-12992 with a claimed priority of March 15, 1974 to 1.12 CFS of Irrigation from the waters of Cassia Creek, a tributary of the Raft River; Water Right No.43-12993 with a claimed priority of June 30, 1985 to 0.6 CFS of Irrigation Water from Ground Water; Water Right No.43-11198 with a claimed priority of January 1, 1878 to 0.02 CFS of Stockwater from the waters of Springs, a tributary of the Almo Creek; Water Right No.43-13107 with a claimed priority of January 13, 1958 to 80 AFA of Groundwater Recharge from the waters of Almo Creek, a tributary of the Raft River and Stines Creek, a tributary of the Almo Creek together with any and all other water rights and ditch rights appurtenant to the above described premises.**

provisions of this Mortgage do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Mortgage, Borrower shall pay to Lender all Indebtedness secured by this Mortgage as it becomes due, and Borrower and Grantor shall strictly perform all Borrower's and Grantor's obligations under this Mortgage.

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

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

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

**Compliance With Environmental Laws.** Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

**Nuisance, Waste.** Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

**Removal of Improvements.** Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

**Lender's Right to Enter.** Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

**Compliance with Governmental Requirements.** Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Duty to Protect.** Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

**DUE ON SALE - CONSENT BY LENDER.** Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Idaho law.

**TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

**Payment.** Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes

satisfactory to Lender that Grantor can and will pay the cost of such improvements.

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Mortgage:

**Maintenance of Insurance.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of fifteen (15) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

**Application of Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds 1,000.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

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

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

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

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

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

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

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

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

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

this Mortgage:

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

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

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

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

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

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

**FULL PERFORMANCE.** If Borrower and Grantor pay all the Indebtedness when due, and Grantor otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

**EVENTS OF DEFAULT.** Each of the following, at Lender's option, shall constitute an Event of Default under this Mortgage:

**Payment Default.** Borrower fails to make any payment when due under the Indebtedness.

**Default on Other Payments.** Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

**Other Defaults.** Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Grantor.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf under this Mortgage or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Defective Collateralization.** This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Death or Insolvency.** The death of Borrower or Grantor, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Breach of Other Agreement.** Any breach by Borrower or Grantor under the terms of any other agreement between Borrower or Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Borrower or Grantor to Lender, whether existing now or later.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

**Adverse Change.** A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

**Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Judicial Foreclosure.** Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

**Nonjudicial Sale.** If permitted by applicable law, Lender may foreclose Grantor's interest in all or in any part of the Personal Property or the Real Property by non-judicial sale.

**Deficiency Judgment.** If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

**Tenancy at Sufferance.** If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Borrower or Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

**Other Remedies.** Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

**Sale of the Property.** To the extent permitted by applicable law, Borrower and Grantor hereby waive any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

**Notice of Sale.** Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

**Election of Remedies.** Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following an Event of Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or Borrower and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the Indebtedness.

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

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

**ADDITIONAL TERMS.** Default shall exist if any loan proceeds are 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 provided by 7 CFR Part 12.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Mortgage:

**Amendments.** This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Annual Reports.** If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

**Caption Headings.** Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

**Governing Law. This Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Idaho without regard to its conflicts of law provisions. This Mortgage has been accepted by Lender in the State of Idaho.**

offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

**Merger.** There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Successors and Assigns.** Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Mortgage.

**Waive Jury. All parties to this Mortgage hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.**

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

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Borrower.** The word "Borrower" means Cordell James Sheridan and Patricia Harper Sheridan and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**Default.** The word "Default" means the Default set forth in this Mortgage in the section titled "Default".

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

**Grantor.** The word "Grantor" means Cordell Sheridan and Patricia Sheridan.

**Guaranty.** The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

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

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

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

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

**Note.** The word "Note" means the promissory note dated May 10, 2019, **in the original principal amount of** from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

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

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

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

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

*1205001857/140000000000G03*



## INDIVIDUAL ACKNOWLEDGMENT

STATE OF Idaho )
) SS
COUNTY OF Cassia )

This record was acknowledged before me on May 10, 2019 by Cordell Sheridan and Patricia Sheridan.

ANNETTE ROTH
COMMISSION #9314
NOTARY PUBLIC
STATE OF IDAHO

Annette Roth
Notary Public in and for the State of Idaho

My commission expires 8-4-2023

LaserPro, Ver. 19.1.0.048 Copr. Finastra USA Corporation 1997, 2019. All Rights Reserved. - ID g:\CFI\LPL\G03.FC TR-5001857 PR-14

## FEDERAL RANGE MORTGAGE RIDER

The mortgagor does further covenant and agree with the mortgagee:

1. To be the lawful owner and holder of grazing leases and permits under the provisions of the Taylor Grazing Act [Title 43 U.S.C.A. Sections 315 to 315(p)], which are described as follows:

   BLM:
   Graham Creek Allotment 4 AUM's

2. To pay all rent or charges due under the terms of said leases and permits, or any renewal or extension thereof, or by the rules and regulations of the United States Department of Interior or the laws of the United States.

3. To perform and observe all the covenants, conditions, and stipulations contained in said leases and permits, or renewals or extensions thereof; to comply with the rules and regulations of the Department of Interior and the laws of the United States applicable to said leases and permits.

4. To make application and do any and all things necessary to obtain extension or renewal of said leases and permits during the term of this mortgage.

5. To execute to the mortgagee, at such time as the mortgagee may require, an assignment or assignments of said leases and permits or any renewal or extension thereof, in such form as may be satisfactory to the mortgagee.

6. That in the event the mortgagor fails to pay when due any rent or charges payable under said leases and permits, or renewals or extensions thereof, or under the rules and regulations of the Department of Interior or the laws of the United States, mortgagee may make such payment and the amount paid therefor shall become a part of the indebtedness secured by the lien of this mortgage and bear interest from the date of payment at the same rate as specified in the note secured hereby on the principal thereof after default and maturity.

7. That in the event the mortgagor fails to perform all and singular the covenants, conditions and agreements contained in the mortgage including this rider, or upon receipt by the mortgagee of notice of the mortgagor's failure to comply with the terms of said leases and permits, the regulations of the United States Department of Interior or the laws of the United States applicable thereto, then the mortgagee may exercise any or all rights provided by the terms of the mortgage to which the rider is attached in case of any default on the part of the mortgagor.

8. That this rider shall be a part of the mortgage to which is attached, to the same extent as if it were set out in full therein.

By: Cordell James Sheridan
Cordell James Sheridan

Patricia Harper Sheridan
Patricia Harper Sheridan

# COLLATERAL ASSIGNMENT OF GRAZING PRIVILEGES

**THIS AGREEMENT** entered into this 10th day of May, 2019 WITNESSETH:

**WHEREAS**, the undersigned, Cordell James Sheridan and Patricia Harper Sheridan of Cassia County, Idaho has been offered a permit from the Bureau of Land Management of the United States Department of the Interior to graze 4 AUM's of livestock forage on the public lands administrated by the Bureau of Land Management and is the holder of a grazing permit under the Taylor Grazing Act (Title 43USCA Secs. 315 to 315(p)), which permit is described as follows, located at the following:

BLM:
Graham Creek Allotment 4 AUM's

**AND WHEREAS**, the undersigned has this day mortgaged to D.L. Evans Bank (hereinafter referred to as ("Lender") lands as described on the attached Exhibit "A" which includes the base property to the Federal Range above described and dependent thereon, to secure the payment of a loan in the original amount of $1,234,227.00 and of further advances that may hereafter be made;

**NOW, THEREFORE**, the undersigned does hereby assign, transfer and set over unto Lender, its successors and assigns, all our right title and interest in the original amount the aforesaid permit, as collateral security for the payment of said indebtedness.

By: Cordell James Sheridan
Cordell James Sheridan

By: Patricia Harper Sheridan
Patricia Harper Sheridan

**STATE OF** Idaho )
)ss
**COUNTY OF** Cassia )

On this 10 day of April, 2018 before me personally appeared

Cordell James Sheridan and Patricia Harper Sheridan, and that they being authorized to do so, executed the foregoing instrument for the purpose contained therein, by signing the name of the trust.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My commission expires: 8-4-2023

Residing at: Rupert, Idaho

Annette Roth
Notary Public

ANNETTE ROTH

State of Idaho
DEPARTMENT OF WATER RESOURCES
Southern Region • 650 ADDISON AVE W STE 500 • TWIN FALLS, ID 83301-5858
Phone: (208)736-3033 • Fax: (208)736-3037 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

July 31, 2019

CORDELL J SHERIDAN
PATRICIA HARPER SHERIDAN
PO BOX 184
ALMO, ID 83312-0184

Re: Change in Ownership & Notice of Security Interest(s) for Water Right No(s): *See Attached List*

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership on water right no(s). 43-10, 43-11, 43-2026, 43-2148, 43-11204, 43-11205, 43-11207, 43-11209, 43-11210, 43-11211 to you. The Department also acknowledges receipt of correspondence adding security interest to the water right no(s). on the attached list, to D L Evans Bank and USDA Farm Service Agency. The Department has modified its records 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 Change in Water Right Ownership, 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.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

If you have any questions concerning the enclosed information, please contact me at (208) 736-3033.

Sincerely,

Denise Maline

Denise Maline
Administrative Assistant 1

Enclosure(s)

c: D L Evans Bank, Albion ID
USDA Farm Service Agency, Rupert ID
TitleOne, Burley (File # 19327397)
Water Districts 143, 43C, 43D

| WR # | Process | Basis | Current Owner | Other Owner |
|---|---|---|---|---|
| 43-10 | Water Right | Decreed | SHERIDAN, CORDELL J; SHERIDAN, PATRICIA HARPER | D L EVANS BANK(Security Interest); USDA FARM SERVICE AGENCY(Security Interest) |
| 43-11 | Water Right | Decreed | SHERIDAN, CORDELL J; SHERIDAN, PATRICIA HARPER | D L EVANS BANK(Security Interest); USDA FARM SERVICE AGENCY(Security Interest) |
| 43-294 | Water Right | Decreed | SHERIDAN, CORDELL J; SHERIDAN, PATRICIA HARPER | D L EVANS BANK(Security Interest); USDA FARM SERVICE AGENCY(Security Interest) |
| 43-295 | Water Right | Decreed | SHERIDAN, CORDELL J; SHERIDAN, PATRICIA HARPER | D L EVANS BANK(Security Interest); USDA FARM SERVICE AGENCY(Security Interest) |
| 43-296B | Water Right | Decreed | SHERIDAN, CORDELL J; SHERIDAN, PATRICIA HARPER | D L EVANS BANK(Security Interest); USDA FARM SERVICE AGENCY(Security Interest) |
| 43-2026 | Water Right | Decreed | SHERIDAN, CORDELL J; SHERIDAN, PATRICIA HARPER | D L EVANS BANK(Security Interest); USDA FARM SERVICE AGENCY(Security Interest) |
| 43-2148 | Water Right | Decreed | SHERIDAN, CORDELL J; SHERIDAN, PATRICIA HARPER | D L EVANS BANK(Security Interest); USDA FARM SERVICE AGENCY(Security Interest) |
| 43-7070 | Water Right | Decreed | SHERIDAN, CORDELL J; SHERIDAN, PATRICIA HARPER | D L EVANS BANK(Security Interest); USDA FARM SERVICE AGENCY(Security Interest) |
| 43-7085 | Water Right | Decreed | SHERIDAN, CORDELL J; SHERIDAN, PATRICIA HARPER | D L EVANS BANK(Security Interest); USDA FARM SERVICE AGENCY(Security Interest) |
| 43-7297 | Water Right | License | SHERIDAN, CORDELL J; SHERIDAN, PATRICIA HARPER | D L EVANS BANK(Security Interest); USDA FARM SERVICE AGENCY(Security Interest) |
| 43-11198 | Water Right | Decreed | SHERIDAN, CORDELL J; SHERIDAN, PATRICIA HARPER | D L EVANS BANK(Security Interest); USDA FARM SERVICE AGENCY(Security Interest) |
| 43-11204 | Water Right | Decreed | SHERIDAN, CORDELL J; SHERIDAN, PATRICIA HARPER | D L EVANS BANK(Security Interest); USDA FARM SERVICE AGENCY(Security Interest) |
| 43-11205 | Water Right | Decreed | SHERIDAN, CORDELL J; SHERIDAN, PATRICIA HARPER | D L EVANS BANK(Security Interest); USDA FARM SERVICE AGENCY(Security Interest) |
| 43-11207 | Water Right | Decreed | SHERIDAN, CORDELL J; SHERIDAN, PATRICIA HARPER | D L EVANS BANK(Security Interest); USDA FARM SERVICE AGENCY(Security Interest) |
| 43-11209 | Water Right | Decreed | SHERIDAN, CORDELL J; SHERIDAN, PATRICIA HARPER | D L EVANS BANK(Security Interest); USDA FARM SERVICE AGENCY(Security Interest) |
| 43-11210 | Water Right | Decreed | SHERIDAN, CORDELL J; SHERIDAN, PATRICIA HARPER | D L EVANS BANK(Security Interest); USDA FARM SERVICE AGENCY(Security Interest) |
| 43-11211 | Water Right | Decreed | SHERIDAN, CORDELL J; SHERIDAN, PATRICIA HARPER | D L EVANS BANK(Security Interest); USDA FARM SERVICE AGENCY(Security Interest) |
| 43-12992 | Water Right | Decreed | SHERIDAN, CORDELL J; SHERIDAN, PATRICIA HARPER | D L EVANS BANK(Security Interest); USDA FARM SERVICE AGENCY(Security Interest) |
| 43-12993 | Water Right | Decreed | SHERIDAN, CORDELL J; SHERIDAN, PATRICIA HARPER | D L EVANS BANK(Security Interest); USDA FARM SERVICE AGENCY(Security Interest) |
| 43-13107 | Water Right | Decreed | SHERIDAN, CORDELL J; SHERIDAN, PATRICIA HARPER | D L EVANS BANK(Security Interest); USDA FARM SERVICE AGENCY(Security Interest) |
| | | | | |

TitleOne
a title & escrow co.

RECEIVED
JUN 20 2019
DEPT OF WATER RESOURCES
SOUTHERN REGION

06/18/2019

Idaho Department of Water Resources
650 Addison Avenue West
Suite 500
Twin Falls, ID. 83301

RE: TitleOne File No. 19327397

To whom it may concern;

Enclosed with this letter, please find the following original documents..

- Notice of Security Interest in a Water Right (D.L. Evans Bank)
- Assignment Separate from Certificate
- TitleOne's check no. 20664 made payable to Idaho Department of Water Resources in the amount of $500.00.

The following are copies of documents, and are also enclosed..

- D.L. Evans Bank Mortgage (Recorded)

Please make the nevessary changes in the records and return a copy of the report to this office.

Should you have any questions, or if TitleOne may be of further Assistance, please do not hesitate to contact Jess Davies at (208) 878-3524.

Thank you,
TITLEONE

Jess Davies
Escrow Assistant – Ag Team

AR/jd
Encl.
FedEx Overnight