

T4949 LARSEN

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

TRANSFER OF WATER RIGHT

TRANSFER NO. 4949
WATER RIGHT NO(S). 32-02095B/32-07005B

This is to certify that: **BLAINE LARSEN**
PO BOX 188
HAMER ID 83425

has requested a change to the above captioned water right(s). This change in water right(s) is authorized pursuant to the provisions of Section 42-222, Idaho Code, provided the conditions listed below are met.

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>DIVERSION RATE</u>	<u>ANNUAL VOLUME</u>
Right No. 32-02095B :			
IRRIGATION	04/15 to 10/15	0.75 CFS	160.3 AF
Priority: 05/17/1955			
Right No. 32-07005B :			
IRRIGATION	04/15 to 10/15	0.80 CFS	280.0 AF
Priority: 12/28/1970			
	TOTAL:	1.55 CFS	440.3 AF

SOURCE

GROUNDWATER

LOCATION OF POINT(S) OF DIVERSION:

SWNE , Sec. 32, Township 10N, Range 35E
CLARK County

PLACE OF USE: IRRIGATION

<u>TWN RGE SEC</u>	<u>ACRES</u>	<u>ACRES</u>	<u>ACRES</u>	<u>TOTAL</u>
10N 35E 32	NENE 31.4	NWNE 31.5	SWNE 31.5	
	SENE 31.4			125.8
		Total number of acres irrigated:		* 125.8

CONDITIONS OF APPROVAL AND REMARKS

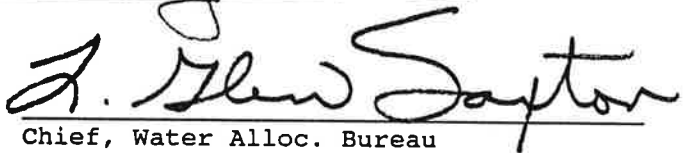
1. This right when combined with all other rights shall provide no more than .02 cfs per acre nor more than 3.5 afa per acre for the lands above.
2. The change authorized by this transfer shall be accomplished within one (1) year of the date of this approval.
3. Failure to comply with the conditions of this transfer is cause for the director to issue an order to show cause why the approval of the transfer should not be rescinded.

TRANSFER NO. 4949
WATER RIGHT NO(S). 32-02095B/32-07005B

CONDITIONS OF APPROVAL AND REMARKS

4. Approval of this transfer does not preclude the opportunity for review of the validity of the water right(s) in the ongoing Snake River Basin Adjudication.
5. The right holder shall install a suitable measuring device or shall enter into an agreement with the department to determine the amount of water diverted from power records and shall annually report the information to the department.
- * 6. Right No. 32-02095B is limited to the irrigation of 45.8 acres in the place of use described above in a single irrigation season.
- * 7. Right No. 32-07005B is limited to the irrigation of 80.0 acres in the place of use described above in a single irrigation season.

Dated this 27th day of February, 1997.


Chief, Water Alloc. Bureau

MEMORANDUM

TO: FILE NOS. 32-02095 & 32-07007B

FROM: PAM SKAGGS/²STATE OFFICE

SUBJECT: TRANSFER NO. 4949

DATE: February 24, 1997

RECEIVED

MAR 05 1997

Department of Water Resources
Eastern Region

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Transfer No. 4949 was filed to change the point of diversion and place of use under all of Right No. 32-07007B and a portion of Right Nos. 32-02095 identified as Part B. The applicant proposes to combine these rights and combine them at a new location serving a center pivot.

Season of use and diversion volume were adjusted to current standards. Recommended conditions include irrigation overlap, measuring device/reporting, permissible place of use and standard transfer conditions.

MEMORANDUM

TO: FILE 32-7005B

FROM: PAM SKAGGS

RE: TRANSFER # 4949

DATE: 12-5-94

RECEIVED

MAR 05 1997

Department of Water Resources
Eastern Region

Original Transfer Application, Form and correspondence
regarding the above referenced Transfer is located within
file # 32-2095.

Page 1 of 7
MAY 17 1996

Department of Water Resources
Eastern District Office

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 1

Name of applicant Blaine Larsen Phone (208) 662-5501
Post Office address P.O. Box 188, Hamer, ID 83425

A. PURPOSE OF TRANSFER

- ☒ Change point of diversion ☐ Add diversion point(s) ☒ Change place of use
☐ Change nature of use ☐ Change period of use ☐ Other _____
- Describe the reason for the proposed changes The ground being transferred to, currently has no water rights. This transfer will allow for a center pivot to irrigate the ground and produce a viable crop.

B. DESCRIPTION OF RIGHT(S) OR PORTION THEREOF, AFTER THE REQUESTED CHANGE

1. Right Number	Priority	Amount (cfs/ac-ft)	Nature of Use	Period of Use
<u>32-07005B</u> ^{ok}	<u>12/28/70</u>	<u>.60cfs</u>	<u>Irrigation</u>	<u>04/01</u> to <u>11/01</u>
<u>32-02095 B</u>	<u>05/17/55</u>	<u>.75cfs</u>	<u>Irrigation</u>	<u>04/01</u> to <u>11/01</u>
_____	_____	_____	_____	_____ to _____
_____	_____	_____	_____	_____ to _____

- Total amount of water being transferred 1.55cfs cubic feet per second and/or 400.3AF acre-feet per annum.
- Source of water Groundwater tributary to _____
- Point(s) of Diversion:

Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Local name for diversion
		SW	NE	32	10N	35E	Clark	Pivot 44A & 44B.

5. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	
10N	35E	32	31.4	31.5	31.5	31.4													125.8

Total acres 125.8

PART 1**6. General Information:**

a. Description of diversion system Groundwater well to a mainline to a center pivot.

b. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts? _____ Yes X. _____ No. If yes, provide a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes.

c. Describe the affect on the land now irrigated if the place of use is changed pursuant to this transfer:

It will be dried up, no longer irrigated.

d. Remarks:

In a series of (2) transfers, all of water license 32-02095 will be transferred away from its current place of use. The other transfer is to Pivot 199 --- 112.2ac. at 1.85cfs.

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. _____

And said application is hereby _____, subject to the following limitations and conditions:

Witness my hand this _____ day of _____, 19 _____

PART 2**A. DESCRIPTION OF RIGHT AS RECORDED:**

Water Right No. 32-07005B

STAGE: LICENSE

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>DIVERSION RATE</u>	<u>ANNUAL VOLUME</u>
IRRIGATION	04/01 to 11/01	0.80 CFS	240.0 AF

SOURCE

GROUNDWATER

Priority: 12/28/1970

LOCATION OF POINT(S) OF DIVERSION:NENE , Sec. 33, Township 09N, Range 33E
CLARK CountyPLACE OF USE: IRRIGATION

<u>TWN</u>	<u>RGE</u>	<u>SEC</u>	<u>ACRES</u>	<u>ACRES</u>	<u>ACRES</u>	<u>TOTAL</u>
09N	33E	33	NWNW 40	SWNW 40		80
Total number of acres irrigated:						80

CONDITIONS/REMARKS:

PART 2**A. DESCRIPTION OF RIGHT AS RECORDED:**

Water Right No. 32-02095

STAGE: LICENSE

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>DIVERSION RATE</u>
IRRIGATION	to	2.60 CFS

SOURCE

GROUNDWATER

Priority: 05/17/1955

LOCATION OF POINT(S) OF DIVERSION:NENE , Sec. 8, Township 08N, Range 33E
JEFFERSON CountyPLACE OF USE: IRRIGATION

<u>TWN</u>	<u>RGE</u>	<u>SEC</u>	<u>ACRES</u>	<u>ACRES</u>	<u>ACRES</u>	<u>TOTAL</u>
08N	33E	8	NESE 39	NWSE 40	SWSE 40	158
			SESE 39			158

Total number of acres irrigated: 158

CONDITIONS/REMARKS:

10. To your knowledge, has any portion of this water right undergone a period of five or more consecutive years of non-use?

No.

If yes, describe _____

B. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED 32-02095

(If the entire right is to be changed by the applicant, omit part B and C.)

1. amount .75cfs for Irrigation purposes from 04/01 to 11/01
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion:

Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Local name for diversion
		NE	NE	8	8N	33E	Jefferson	G.S. Jefferson

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	
8N	33E	8													39	6.8			45.8

Total acres 45.8**C. DESCRIPTION OF UNCHANGED PORTION OF RIGHT** (omit if there is no change) See Remarks Part 1 B.6.D.

1. amount 1.85 for Irrig. purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion:

Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Local name for diversion
		NE	NE	8	8N	33E		

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	
8N	33E	8													33.2	40	39		112.2

Total acres

PART 3**B. CHANGES IN NATURE OF USE**

1	<u>New Nature of Use</u>	<u>Amount (cfs/ac-ft)</u>	<u>Hours/days/year</u>	<u>Period of Use</u>
				to
				to

2. Quantity and quality of return flows and location of discharge:

3. Describe effects on other water uses resulting from the proposed change:

I hereby assert that no one will be injured by such change and that the change does not constitute an enlargement in use of the original right. The information contained in this application is true to the best of my knowledge.

I understand that any willful misrepresentations made in this application may result in voiding its approval.

Blaine Larson
(Signature of Applicant)

Subscribed and sworn to before me this 15 day of May, 1996.

Mike Campbell
(Notary Public)

My commission expires 4/17/2002

FOR DEPARTMENT USE ONLY

Transfer contains <u>7</u> pages and <u>2</u> attachments	Second Mortgage 5 pages Mortgage 5 pages
Received by <u>KCW</u> Date <u>5/17/96</u>	Protest filed by <u>Ag America</u>
Prelim. check by _____ Fee <u>100⁰⁰ #E0022176</u>	
Receipted by <u>KCW</u> Date <u>5/17/96</u>	
Published in <u>Post Register</u>	Copies of protest forwarded by <u>LB</u>
Pub. dates <u>11-7-14-96</u>	Hearing held by _____ Date _____
Watermaster recommendation requested on _____	Recommended for ☐ approval ☐ denial
_____ rec'd. _____	by _____
Copy of transfer sent to lien holder _____	

FIRST AMERICAN TITLE

C 18643

46576

ORIGINAL

MORTGAGE

This mortgage is made April 1, 1996, between GARNER E. SIMMONS and JOYCE S. SIMMONS, husband and wife, dealing with their community property, and who reside at 133 N. Third East, Teton, Idaho, herein referred to collectively as mortgagor, and BLAINE LARSEN, herein referred to as mortgagee.

The purpose of this mortgage is to secure an indebtedness owed by mortgagor to mortgagee reflected in that certain Promissory Note of even date herewith and executed by mortgagor in favor of mortgagee. Said indebtedness as set forth in said Promissory Note and inclusive of principal and interest is due and payable in a single lump sum payment not later than January 1, 1997.

Mortgagor, in consideration of the above-stated obligation, hereby mortgages to mortgagee all of the following described property in Clark County, State of Idaho:

Township 9 North, Range 33 East of the Boise Meridian, Idaho:

Section 33: N1/2 - Excepting therefrom: Public road right-of-way along the North side of said property.

Section 34: N1/2 - Excepting therefrom: Public road right-of-way along North side of property.

Subject to a perpetual easement for the operation and maintenance of an irrigation well on the following described property:

Commencing at the Southeast Corner of the NE1/4 of Section 33, Township 9 North, Range 33 E, Boise Meridian, and running thence W 75 feet; thence N 150 feet; thence E 150 feet; thence S 150 feet; thence W 75 feet to the point of beginning.

Together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, and all water rights pertaining thereto.

Mortgagor covenants and agrees as follows:

SECTION ONE
PAYMENT OF INDEBTEDNESS

Mortgagor shall pay the indebtedness as hereinbefore provided and according to the terms of the Promissory Note referenced herein.

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Microfilm No. _____
4 Day April 1996
ALIS 52 O'Clock P M
JO ANN S. TAVENNER
Clark Co. Recorder
Fee \$ 15.00

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SECTION TWO
WARRANTY OF OWNERSHIP

Mortgagor warrants that they are lawfully seised of the above described property in fee simple, subject only to certain power line easements, unpaid taxes, and oil, gas and mineral rights which appear of record.

SECTION THREE
TAXES AND ASSESSMENTS

Mortgagor shall pay all taxes and assessments. In default thereof, mortgagee may pay such taxes and assessments and mortgagor shall reimburse mortgagee therefor.

SECTION FOUR
REMOVAL OR DEMOLITION OF BUILDINGS

No building on the premises shall be removed or demolished without mortgagee's consent.

SECTION FIVE
ACCELERATION OF PRINCIPAL AND INTEREST

The full amount of the principal sum and interest shall become due at the option of mortgagee after default in the payment of any instalment of principal or of interest under the terms of the Promissory Note referenced herein; or after default in the payment of any tax or assessment for 120 days after notice to mortgagor by mortgagee, and demand by mortgagee for payment from mortgagor.

SECTION SIX
APPOINTMENT OF RECEIVER

The holder of this mortgage, in any action to foreclose it, shall be entitled to the appointment of a receiver.

SECTION SEVEN
SALE ON FORECLOSURE

In case of a foreclosure sale, the premises, or so much thereof as may be affected by this mortgage, shall be sold pursuant to the provisions of Idaho Code section 6-101 et seq, in effect on the date of this mortgage.

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SECTION EIGHT
PAYMENT OF EXPENSES

If any action or proceeding is commenced, except an action to foreclose this mortgage or to collect the debt secured hereby, in which it is necessary to defend or assert the lien of this mortgage, whether or not the mortgagee is made or becomes a party to any such action or proceeding, all of mortgagee's expenses incurred in any such action or proceeding to prosecute or defend the rights and lien created by this mortgage, including reasonable counsel fees, shall be paid by mortgagor, and if not so paid promptly on request, shall be added to the debts secured hereby and become a lien on the mortgaged premises, and shall be deemed to be fully secured by this mortgage, and shall bear interest at the rate provided for the obligations secured hereby. This covenant shall not govern or affect any action or proceeding to foreclose this mortgage or to recover or to collect the debt secured hereby, which action or proceeding shall be governed by the provisions of law respecting the recovery of costs, disbursements, and allowances in foreclosure actions.

SECTION NINE
CONDEMNATION OF PREMISES

If the premises or any part thereof shall be condemned and taken under the power of eminent domain, or if any award for any change of grade of streets affecting the premises shall be made, all damages and awards for the property so taken or damaged shall be paid to the holder of this mortgage, up to the amount then unpaid on the indebtedness hereby secured, without regard to whether or not the balance remaining unpaid on the indebtedness may then be due and payable; and the amount so paid shall be credited against the indebtedness and, if it is insufficient to pay the entire amount thereof, it may, at the option of the holder of this mortgage, be applied to the last maturing installment. The balance of such damages and awards, if any, shall be paid to mortgagor. Mortgagee and subsequent holders of this mortgage are hereby given full power, right, and authority to receive and receipt for all such damages and awards.

SECTION TEN
BANKRUPTCY

If mortgagor or any obligor on the note secured hereby:
(1) files a voluntary petition in bankruptcy under the Bankruptcy Act of the United States, or (2) is adjudicated a bankrupt under such act, or (3) is the subject of a petition filed in federal or state court for the appointment of a trustee or receiver in bankruptcy or insolvency, or (4) makes a general assignment for the

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benefit of creditors, then and on the occurrence of any of such conditions, at the option of mortgagee, the entire balance of the principal sum secured hereby, together with all accrued interest thereon, shall become immediately due and payable.

SECTION ELEVEN
WASTE

Mortgagor shall not commit, suffer, or permit any waste, impairment, or deterioration of the premises or of any improvement thereon and shall maintain the premises and all improvements thereon in good condition and repair. If mortgagor fails or neglects to make any necessary repair or replacement in any improvement for 90 days after notice to do so from mortgagee, mortgagee may effect such repair or replacement and the cost thereof shall be added to the debt secured hereby, shall bear interest at the rate provided in the note secured hereby, and shall be covered by this mortgage and the lien hereof.

SECTION TWELVE
COMPLIANCE WITH LAWS AND REGULATIONS

Mortgagor shall comply with all statutes, ordinances, and governmental requirements that affect the premises. If mortgagor neglects or refuses to so comply and such failure or refusal continues for 90 days, then, at mortgagee's option, the entire balance of the principal sum secured hereby, together with all accrued interest, shall become immediately due and payable.

Wherever the sense of this mortgage so requires, the word "mortgagor" shall be construed as if read "mortgagors" and the word "mortgagee" shall be construed as if it read "mortgagees". The word "holder" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise. Unless otherwise provided, any notice and demand or request specified in this mortgage shall be made in writing and may be served in person or by mail.

In witness whereof, this mortgage has been duly executed by mortgagor the day and year first written above.


GARNER E. SIMMONS

JOYCE S. SIMMONS

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CERTIFICATE OF ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
County of JEFFERSON)

On this ^{3rd day} ~~1st~~ day of April in the year of 1996 before me a Notary Public, personally appeared GARNER E. SIMMONS and JOYCE S. SIMMONS, husband and wife, known or identified to me, to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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



Sonia L. Monson
Notary Public for IDAHO
Residing at: IDAHO FALLS ID
My Commission Expires: 07-17-96

FIRST AMERICAN TITLE

J 18762

ORIGINAL

SECOND MORTGAGE

This mortgage is made April 1, 1996, between GARNER E. SIMMONS and JOYCE S. SIMMONS, husband and wife, dealing with their community property, and who reside at 133 N Third East, Teton, Idaho, herein referred to collectively as mortgagor, and BLAINE LARSEN, herein referred to as mortgagee.

The purpose of this mortgage is to secure an indebtedness owed by mortgagor to mortgagee reflected in that certain Promissory Note of even date herewith and executed by mortgagor in favor of mortgagee. Said indebtedness as set forth in said Promissory Note and inclusive of principal and interest is due and payable in a single lump sum payment not later than January 1, 1997.

Mortgagor, in consideration of the above-stated obligation, hereby mortgages to mortgagee all of the following described property in Jefferson County, State of Idaho:

32-2025
Township 8 North, Range 33 East of the Boise Meridian, Idaho
Section 8: E1/2
Section 17: N1/2

Together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, and all water rights pertaining thereto.

Mortgagor covenants and agrees as follows:

SECTION ONE
PAYMENT OF INDEBTEDNESS

Mortgagor shall pay the indebtedness as hereinbefore provided and according to the terms of the Promissory Note referenced herein.

SECTION TWO
WARRANTY OF OWNERSHIP

Mortgagor warrants that they are lawfully seised of the above described property in fee simple, subject only to a priority first mortgage lien in favor of Farm Credit Services, and further subject to certain power line easements, unpaid taxes, and oil, gas and mineral rights which appear of record.

1 - SECOND MORTGAGE

Microfilm No. 280271
4 Apr 19 96
At 3:18 O'clock P.M.
CONNIE M. KELLER
Jefferson Co. Recorder
Fee \$ 15.00 54 Deputy
Recorded at Request of
fater

SECTION THREE TAXES AND ASSESSMENTS

Mortgagor shall pay all taxes and assessments. In default thereof, mortgagee may pay such taxes and assessments and mortgagor shall reimburse mortgagee therefor.

SECTION FOUR REMOVAL OR DEMOLITION OF BUILDINGS

No building on the premises shall be removed or demolished without mortgagee's consent.

SECTION FIVE ACCELERATION OF PRINCIPAL AND INTEREST

The full amount of the principal sum and interest shall become due at the option of mortgagee after default in the payment of any instalment of principal or of interest under the terms of the Promissory Note referenced herein; or after default in the payment of any tax or assessment for 120 days after notice to mortgagor by mortgagee, and demand by mortgagee to mortgagor for payment.

SECTION SIX APPOINTMENT OF RECEIVER

The holder of this mortgage, in any action to foreclose it, shall be entitled to the appointment of a receiver.

SECTION SEVEN SALE ON FORECLOSURE

In case of a foreclosure sale, the premises, or so much thereof as may be affected by this mortgage, shall be sold pursuant to the provisions of Idaho Code section 6-101 et seq, in effect on the date of this mortgage.

SECTION EIGHT PAYMENT OF EXPENSES

If any action or proceeding is commenced, except an action to foreclose this mortgage or to collect the debt secured hereby, in which it is necessary to defend or assert the lien of this mortgage, whether or not the mortgagee is made or becomes a party to any such action or proceeding, all of mortgagee's expenses incurred in any such action or proceeding to prosecute or defend the rights and lien created by this mortgage, including reasonable counsel fees, shall be paid by mortgagor, and if not so paid promptly on request, shall be added to the debts secured hereby and

become a lien on the mortgaged premises, and shall be deemed to be fully secured by this mortgage, and shall bear interest at the rate provided for the obligations secured hereby. This covenant shall not govern or affect any action or proceeding to foreclose this mortgage or to recover or to collect the debt secured hereby, which action or proceeding shall be governed by the provisions of law respecting the recovery of costs, disbursements, and allowances in foreclosure actions.

SECTION NINE CONDEMNATION OF PREMISES

If the premises or any part thereof shall be condemned and taken under the power of eminent domain, or if any award for any change of grade of streets affecting the premises shall be made, all damages and awards for the property so taken or damaged shall be paid to the holder of this mortgage, up to the amount then unpaid on the indebtedness hereby secured, without regard to whether or not the balance remaining unpaid on the indebtedness may then be due and payable; and the amount so paid shall be credited against the indebtedness and, if it is insufficient to pay the entire amount thereof, it may, at the option of the holder of this mortgage, be applied to the last maturing installment. The balance of such damages and awards, if any, shall be paid to mortgagor. Mortgagor and subsequent holders of this mortgage are hereby given full power, right, and authority to receive and receipt for all such damages and awards.

SECTION TEN BANKRUPTCY

If mortgagor or any obligor on the note secured hereby: (1) files a voluntary petition in bankruptcy under the Bankruptcy Act of the United States, or (2) is adjudicated a bankrupt under such act, or (3) is the subject of a petition filed in federal or state court for the appointment of a trustee or receiver in bankruptcy or insolvency, or (4) makes a general assignment for the benefit of creditors, then and on the occurrence of any of such conditions, at the option of mortgagee, the entire balance of the principal sum secured hereby, together with all accrued interest thereon, shall become immediately due and payable.

SECTION ELEVEN WASTE

Mortgagor shall not commit, suffer, or permit any waste, impairment, or deterioration of the premises or of any improvement thereon and shall maintain the premises and all improvements thereon in good condition and repair. If mortgagor fails or neglects to make any necessary repair or replacement in any improvement for 90 days after notice to do so from mortgagee,

mortgagee may effect such repair or replacement and the cost thereof shall be added to the debt secured hereby, shall bear interest at the rate provided in the note secured hereby, and shall be covered by this mortgage and the lien hereof.

SECTION TWELVE
COMPLIANCE WITH LAWS AND REGULATIONS

Mortgagor shall comply with all statutes, ordinances, and governmental requirements that affect the premises. If mortgagor neglects or refuses to so comply and such failure or refusal continues for 90 days, then, at mortgagee's option, the entire balance of the principal sum secured hereby, together with all accrued interest, shall become immediately due and payable.

Wherever the sense of this mortgage so requires, the word "mortgagor" shall be construed as if read "mortgagors" and the word "mortgagee" shall be construed as if it read "mortgagees". The word "holder" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise. Unless otherwise provided, any notice and demand or request specified in this mortgage shall be made in writing and may be served in person or by mail.

In witness whereof, this mortgage has been duly executed by mortgagor the day and year first written above.


GARNER E. SIMMONS

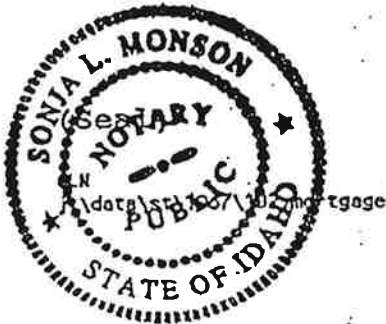

JOYCE S. SIMMONS

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
County of Jefferson)

On this ^{3rd day} ~~1st~~ day of April in the year of 1996 before me a Notary Public, personally appeared GARNER E. SIMMONS and JOYCE S. SIMMONS, husband and wife, known or identified to me, to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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



Sonja L. Monson
Notary Public for Idaho
Residing at: Idaho Falls ID
My Commission Expires: 07-17-96