

Federal Savings & Loan Association.

Dealer Name Atlas Bldrs Supply Inc.

By J. B. Cummings

Title Presi

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IDAHO)
County of) SS

On this day of , in the year before me, a Notary Public, personally appeared known to me (or proved to me on the oath of) to be the person whose name is subscribed to the within instrument, and acknowledged and that he (she or they) executed the same.

Notary Public

Resides at

My commission expires

CORPORATE ACKNOWLEDGMENT

Utah
STATE OF ~~IDAHO~~)
County of Salt Lake) SS

On this 31st day of July, in the year 1964 before me, Alta S. Earl a Notary Public personally appeared J. B. Cummings, known to me (or proved to me on the oath of) to be the President (or Vice President, or Secretary, or Assistant Secretary) of the Corporation that executed the instrument on behalf of said Corporation, and acknowledged to me that such Corporation executed the same.

Seal

Alta S. Earl

Notary Public

Resides at Salt Lake County

My commission expires 4-15-65

STATE OF IDAHO)
County of Franklin) ss.

Recorded at the request of Prudential Federal Savings at 9:35 A.M., August 7, 1964.

Fee: \$3.30

C. L. Swenson: Ex-Officio Recorder

By Amel P. Davis Deputy

-- Compared --

Inst. No. 114606

EQUITABLE

Released 19-388
THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES

THIS MORTGAGE, dated as of the 28th day of July, 1964, between L. E. Schvaneveldt and Naomi Schvaneveldt, husband and wife, and W. LeRoy Cooley and Wilma L. Cooley, husband and wife, whose post office address is Weston, Idaho hereinafter called "Mortgagor," and THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES, a New York corporation having its principal office and post office address at 1285 Avenue of the Americas, New York 19, New York, hereinafter called "Mortgagee";

WHEREAS, the Mortgagor is justly indebted to the Mortgagee in the sum of SIXTY THOUSAND and no/100 Dollars (\$60,000.00) with interest, all as set forth in his certain promissory note ("Note") of even date herewith maturing January 1, 1990.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that, to secure the payment of the principal of and interest on the Note and the performance of the covenants therein and herein contained, and in consideration of the premises, the Mortgagor by these presents does grant, bargain, sell, convey, transfer, assign, mortgage, pledge, warrant and confirm unto the Mortgagee all the property ("the Mortgaged Property") hereinafter described, to-wit:

I. The following described real property located in the County of Franklin State of Idaho, to-wit:

Township 16 South, Range 38 East, Boise Meridian Section 4: $W\frac{1}{2}SW\frac{1}{4}$ Section 5: $SE\frac{1}{4}$ Also, beginning at the Southeast corner of $SW\frac{1}{4}$ Section 5, Township 16 South, Range 38 East, Boise Meridian, running thence West 495 feet; thence North 660 feet; thence West 330 feet; thence North 765 feet, more or less, to a point on the Weston Ditch; thence Southeasterly following said ditch to a point 660 feet, more or less, North of the place of beginning; thence South 660 feet, more or less, to the place of beginning.

Section 8: $NE\frac{1}{4}$ EXCEPT that portion lying South of Weston Creek.

Section 9: $W\frac{1}{2}NW\frac{1}{4}$

Section 10: $W\frac{1}{2}SE\frac{1}{4}$, $SE\frac{1}{4}SE\frac{1}{4}$

Section 11: $SW\frac{1}{4}SW\frac{1}{4}$

Together with the irrigation equipment described on the attached schedule.

II. The Mortgagor's interest as lessor in all leases (including, but not limited to, oil, gas and mineral leases) now or hereafter affecting the above-described real property or any part thereof.

Substitute Exhibit 114

III. Certificates numbered representing shares of the capital stock of and the water rights represented thereby. (if no entries, this granting clause is inapplicable.)

TOGETHER WITH the rents, issues, and profits thereof, reserving, however, (unless otherwise provided herein or in a separate instrument of assignment), unto the Mortgagor the right prior to any default in the payment of the Note or in performance of any agreement hereunder, to collect and retain such rents, issues, and profits as they become due and payable, and together also with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, including irrigation, drainage, and water rights of every kind and description and watering and irrigation apparatus and fixtures.

TO HAVE AND TO HOLD the same unto the Mortgagee, its successors and assigns, forever.

PROVIDED, ALWAYS, that if the Mortgagor, his heirs, representatives, successors or assigns, shall pay unto the Mortgagee, its successors or assigns, the said sum of money mentioned in the note and the interest thereon at the times and place and in the manner specified in the Note, and all other sums that may become due and owing to the Mortgagee pursuant to any of the terms, covenants, and conditions hereof, and perform all the conditions and covenants contained in this mortgage ("Mortgage"), then these presents and the estate hereby granted shall cease, determine and be void and shall be released by the Mortgagee at the expense of the Mortgagor, otherwise to remain in full force and effect.

AND SUBJECT to the covenants and conditions hereinafter set forth.

FIRST: The Mortgagor hereby covenants and agrees, to the extent permitted by law, as follows: (a) to pay promptly when due the principal and interest and other sums of money provided for in the Note and in this Mortgage, or either; (b) to pay all taxes, assessments and other charges (including ditch, canal, reservoir, or other water charges, taxes or assessments) imposed by law upon the Mortgaged Property, the Mortgagee's interest therein, or upon the Mortgage or the Note; provided, however, that in the event of the passage of any law changing the laws for the taxation of mortgages or debts secured by mortgage so as to affect this Mortgage, the entire indebtedness secured hereby shall, at the option of the Mortgagee, become due and payable; (c) to keep the Mortgaged Property and improvements thereon in good condition and repair and not to commit or suffer waste thereof, and except as authorized in any schedule annexed hereto and forming a part hereof, neither to remove nor permit the removal of any timber, buildings, oil, gas, minerals, stone, rock, clay, fertilizer, gravel or top soil without the prior written consent of the Mortgagee; (d) to maintain and deliver to the Mortgagee policies of insurance against such hazards on the buildings now or hereafter located on the Mortgaged Property as the Mortgagee may require, in such companies and amounts and with such loss payable clauses as shall be satisfactory to the Mortgagee; that in the event of loss the Mortgagee is expressly authorized to settle or compromise claims under said policies and the proceeds shall be paid to the Mortgagee who may apply same or any part thereof on the indebtedness secured hereby or towards the reconstruction or repair of said buildings or release same to the Mortgagor; (e) to pay any lien, claim or charge against the Mortgaged Property which might take precedence over the lien hereof; (f) to pay on demand all legal expenses, title searches, or attorney fees reasonably incurred or paid by the Mortgagee to collect the Note or foreclose or protect the lien of the Mortgage; (g) that in the event he shall fail to comply with the provisions of (a) through (f) above, the Mortgagee may take such action as is necessary to remedy such failure and all sums paid by the Mortgagee pursuant hereto with interest at the rate hereinafter provided shall constitute a lien upon the Mortgaged Property, shall be secured by this Mortgage, and shall be immediately due and repayable to the Mortgagee; (h) not to sell the premises or any portion thereof prior to the time the indebtedness secured hereby shall have been reduced (other than by payments for partial releases from the lien hereof) to ; (i) that if the Mortgaged Property or any portion thereof shall be taken or damaged under the power of eminent domain, the award for any property so taken or damaged (including severance damages to the remaining premises) shall be paid to the Mortgagee and applied in full or in part at the option of the Mortgagee in reduction of the indebtedness hereby secured; (j) that the Mortgagee shall have the right to inspect the Mortgaged Property at such reasonable times as the Mortgagee may desire to determine the Mortgagor's compliance with the covenants contained in this Mortgage; (k) that the Mortgagee may release from the lien hereof any part of the above-described real property without requiring any consideration therefor, and (l) that he is lawfully seized of said premises in fee simple, that the same are free from encumbrances except as may otherwise be specifically noted herein or waived in writing by the Mortgagee, that he will execute or procure any further necessary assurances of title and does hereby warrant generally the title to said premises and will forever defend the same against the claims and demands of all persons whomsoever, and that his separate estate, whether vested, contingent or in expectancy, is hereby conveyed and he does hereby expressly waive, release and relinquish all rights and benefits of any homestead, dower, curtesy, appraisement, exemption and stay laws of this state. It is agreed that the interest provided for in sub-section (g) above shall be 10% per annum or the highest lawful rate permitted by contract under applicable law, whichever is lesser.

SECOND: That if the Mortgagor shall default in the payment of the Note or in the performance of any of the covenants or agreements herein or in the Note or in any agreement collateral hereto contained, or if the then owner of the Mortgaged Property shall make an assignment for the benefit of

creditors or shall file a petition for relief under the Bankruptcy Act of 1898, as amended, or under any similar statute, or shall be adjudicated bankrupt or insolvent, or if any receiver, liquidator or trustee shall be appointed for such then owner, or any of his property, then in such event, the entire indebtedness hereby secured shall, at the option of the Mortgagee and without notice to the Mortgagor, be due and collectible at once by judicial foreclosure proceedings or as otherwise provided by law, or, when available under applicable statutes of rules of practice, by advertisement and sale, and in such an event this provision shall be deemed as authorizing and constituting a power of sale as mentioned in said statutes or rules; that in addition to the rights and remedies herein, the Mortgagee is hereby authorized and empowered at its option to exercise forthwith and from time to time any further rights and remedies available to the Mortgagee under the laws of the state wherein the Mortgaged Property is situate, such as the right to collect the rents, issues and profits, or to have a receiver appointed to collect the same.

THIRD: The following schedule(s) is (are) annexed hereto and made a part hereof (if no entry, this section is inapplicable): Portable main line and sprinkler irrigation equipment.

FOURTH: That the covenants herein contained shall bind, and the benefits and advantages thereof shall inure to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. In this Mortgage unless the context otherwise requires words in the singular number include the plural and in the plural include the singular, and words in the masculine gender include the feminine and the neuter.

IN WITNESS WHEREOF, each of the undersigned has signed, sealed and delivered this Mortgage as of the day, month and year first above written.

Witnesses:

L. E. Schvaneveldt

(Seal)

L. E. Schvaneveldt

Naomi Schvaneveldt

(Seal)

Naomi Schvaneveldt

W. LeRoy Cooley

(Seal)

W. LeRoy Cooley

Wilma L. Cooley

(Seal)

Wilma L. Cooley

STATE OF IDAHO)
COUNTY OF FRANKLIN) SS.

I, Ted B. Larsen a Notary Public in and for said County and State, do hereby certify that on this 28th day of July, 1964 personally appeared before me the within named ~~XXXXXXXXXXXX~~ Naomi Schvaneveldt; W. LeRoy Cooley and Wilma L. Cooley; L.E. Schvaneveldt to me known to be the individual(s) described in and who executed and whose name(s) is(are) subscribed to the within and foregoing instrument, and duly acknowledged to me that signed and executed the same as free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal, the day and year in this certificate first above written.

Seal

Ted B. Larsen

(Seal)

Notary Public

My commission expires 5-12-66

N.B. If executed by corporation, corporate form of acknowledgment must be attached.

SCHEDULE I			
PORTABLE MAIN LINE and SPRINKLER EQUIPMENT			
Plant	Main Line - Portable 30' Length	Size	Length
1	Aluminum main line, with couplers, reducer, and plug	5"	1020 ft.
	" " " " "	6"	360 ft.
	" " " " "	8"	2550 ft.
	" " " " "	10"	660 ft.
	Aluminum main line, with elbow, tee, couplers, 10" gate valve	10"	540 ft.
2	Aluminum main line, with couplers, reducer, end plug, risers and valve caps	5"	510 ft.
	" " " " "	6"	1350 ft.
	" " " " "	7"	1260 ft.
SPRINKLER EQUIPMENT			
6	$\frac{1}{4}$ mile aluminum laterals, with center risers, and rainbird sprinkler heads	4"	1 $\frac{1}{2}$ mi.
1	$\frac{1}{4}$ mile aluminum lateral, with center risers and rainbird sprinkler heads	3"	$\frac{1}{4}$ mi.

Attached and a part of the mortgage executed by L. E. Schvaneveldt, and Naomi Schvaneveldt, husband and wife, and W. LeRoy Cooley and Wilma L. Cooley, husband and wife, to The Equitable Life Assurance Society of the United States.

STATE OF IDAHO)
COUNTY OF FRANKLIN) SS.

Recorded at the request of J. N. Larsen Co. at 10:30 A.M., August 7, 1964.

Fee: \$6.00

C. L. Swenson: Ex-Officio Recorder
By Helma McCullough Deputy

-- Compared --

Inst. No. 114608
#120012 - Larsen
414 (REV. 6-63)

RELEASED BY INST. NO. 168220
1-4-85 IDAHO FORM

FEDERAL FARM LOAN AMORTIZATION MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That on this 4th day of August, 1964, Urven Larsen and Inez Larsen, husband and wife, hereinafter called the Mortgagors, hereby grant, bargain, sell, convey and mortgage to THE FEDERAL LAND BANK OF SPOKANE, a corporation organized and existing under the Federal Farm Loan Act as amended, with its principal place of business in the City of Spokane, County of Spokane, State of Washington, hereinafter called the Mortgagee, the following described real estate situate in the County of Franklin, State of Idaho, to wit:

Township 16 South, Range 39 East of the Boise Meridian. Section 28: E $\frac{1}{2}$ W $\frac{1}{2}$ SE $\frac{1}{4}$, together with the tenements, hereditaments, rights, privileges and appurtenances, including private roads, now or hereafter belonging to or used in connection with the above described premises; and all plumbing, lighting, heating, cooling, ventilating, elevating, watering and irrigating apparatus, stationary scales and other fixtures, now or hereafter belonging to or used in connection with the above described premises, all of which are hereby declared to be appurtenant to said land; and together with all waters and water rights of every kind and description and however evidenced, and all ditches or other conduits, rights therein and rights of way therefor, which now are or hereafter may be appurtenant to said premises or any part thereof, or used in connection therewith.

This conveyance is intended as a mortgage securing the performance of the covenants and agreements hereinafter contained, and the payment of the debt represented by one promissory note made by the mortgagors to the order of the mortgagee, of even date herewith, for the principal sum of Eleven Thousand Six Hundred Dollars (\$11,600.00), with interest thereon from date at the rate of 5 $\frac{1}{2}$ % per annum on the principal sum from time to time remaining unpaid, payable to the mortgagee at its office in the City of Spokane, State of Washington, as follows:

Interest only payable on December 1st, 1964. Thereafter 19 equal annual payments of \$970.69 each, payable on the first day of December in each year, beginning on the first day of December, 1965, and a final payment of \$970.69, payable on the first day of December, 1984, unless matured sooner by extra payments on principal; each of said payments shall be applied first to interest, then to principal. All payments not made when due shall bear interest thereafter until paid at six per cent per annum.

Mortgagors covenant and agree:

That they are lawfully seized of said premises in fee simple, have good right and lawful authority to convey and mortgage the same, and that said premises are free from encumbrance; and each of the mortgagors will warrant and defend the same forever against the lawful claims and demands of all persons whomsoever, and this covenant shall not be extinguished by any foreclosure hereof, but shall run with the land;

To pay all debts and moneys secured hereby when due;

To keep the buildings and other improvements now or hereafter existing on said premises in good repair and not to remove or demolish or permit the removal or demolition of any thereof; not to cut or permit the cutting of timber from said premises except for domestic use; to maintain and cultivate the premises in a good and husbandlike manner, using approved methods of preserving the fertility thereof; to keep the orchards on said land properly irrigated, cultivated, sprayed, pruned and cared for; not to commit or suffer waste of any kind upon said premises; not to use or permit the use of said premises for any unlawful or objectionable purpose; and to do all acts and things necessary to preserve all water rights now or hereafter appurtenant to or used in connection with said premises;

To pay when due all taxes and assessments upon said premises and to deliver to the mortgagee proper receipts therefor; and to suffer no other lien or encumbrance prior to the lien of this mortgage to exist at any time against said premises;

To keep all buildings insured against loss or damage by fire in manner and form and in such company or companies and in such amount as shall be satisfactory to the mortgagee; to pay all premiums and charges on all such insurance when due; to deposit with the mortgagee all insurance policies affecting the mortgaged premises, with receipts showing payment of all premiums and charges affecting said

Federal Savings & Loan Association.

Dealer Name Atlas Bldg Supply Inc.
By J. B. Cummings
Title Presi

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IDAHO) ss
County of)

On this day of , in the year before me, a Notary Public, personally appeared known to me (or proved to me on the oath of) to be the person whose name is subscribed to the within instrument, and acknowledged and that he (she or they) executed the same.

Notary Public
Resides at
My commission expires

CORPORATE ACKNOWLEDGMENT

Utah
STATE OF IDAHO) ss
County of Salt Lake)

On this 31st day of July, in the year 1964 before me, Alta S. Earl a Notary Public personally appeared J. B. Cummings known to me (or proved to me on the oath of) to be the President (or Vice President, or Secretary, or Assistant Secretary) of the Corporation that executed the instrument on behalf of said Corporation, and acknowledged to me that such Corporation executed the same.

Seal

Alta S. Earl
Notary Public
Resides at Salt Lake County
My commission expires 4-15-65

STATE OF IDAHO) ss.
County of Franklin)

Recorded at the request of Prudential Federal Savings at 9:35 A.M., August 7, 1964.

Fee: \$3.30

C. L. Swenson: Ex-Officio Recorder
By Paul P. Daniel Deputy

-- Compared --

Inst. No. 114606

EQUITABLE

THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES

THIS MORTGAGE, dated as of the 28th day of July, 1964, between L. E. Schvaneveldt and Naomi Schvaneveldt, husband and wife, and W. LeRoy Cooley and Wilma L. Cooley, husband and wife, whose post office address is Weston, Idaho hereinafter called "Mortgagor," and THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES, a New York corporation having its principal office and post office address at 1285 Avenue of the Americas, New York 19, New York, hereinafter called "Mortgagee";

WHEREAS, the Mortgagor is justly indebted to the Mortgagee in the sum of SIXTY THOUSAND and no/100 Dollars (\$60,000.00) with interest, all as set forth in his certain promissory note ("Note") of even date herewith maturing January 1, 1990.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that, to secure the payment of the principal of and interest on the Note and the performance of the covenants therein and herein contained, and in consideration of the premises, the Mortgagor by these presents does grant, bargain, sell, convey, transfer, assign, mortgage, pledge, warrant and confirm unto the Mortgagee all the property ("the Mortgaged Property") hereinafter described, to-wit:

I. The following described real property located in the County of Franklin State of Idaho, to-wit:

Township 16 South, Range 38 East, Boise Meridian Section 4: $W\frac{1}{2}SW\frac{1}{4}$ Section 5: $SE\frac{1}{4}$ Also, beginning at the Southeast corner of $SW\frac{1}{4}$ Section 5, Township 16 South, Range 38 East, Boise Meridian, running thence West 495 feet; thence North 660 feet; thence West 330 feet; thence North 765 feet, more or less, to a point on the Weston Ditch; thence Southeasterly following said ditch to a point 660 feet, more or less, North of the place of beginning; thence South 660 feet, more or less, to the place of beginning.

Section 8: $NE\frac{1}{4}$ EXCEPT that portion lying South of Weston Creek.

Section 9: $W\frac{1}{2}SW\frac{1}{4}$

Section 10: $W\frac{1}{2}SE\frac{1}{4}$, $SE\frac{1}{4}SE\frac{1}{4}$

Section 11: $SW\frac{1}{2}SW\frac{1}{4}$

Together with the irrigation equipment described on the attached schedule.

II. The Mortgagor's interest as lessor in all leases (including, but not limited to, oil, gas and mineral leases) now or hereafter affecting the above-described real property or any part thereof.

Exhibit 114

RELEASED

9-12-66

creditors or shall file a petition for relief under the Bankruptcy Act of 1898, as amended, or under any similar statute, or shall be adjudicated bankrupt or insolvent, or if any receiver, liquidator or trustee shall be appointed for such then owner, or any of his property, then in such event, the entire indebtedness hereby secured shall, at the option of the Mortgagee and without notice to the Mortgagor, be due and collectible at once by judicial foreclosure proceedings or as otherwise provided by law, or, when available under applicable statutes of rules of practice, by advertisement and sale, and in such an event this provision shall be deemed as authorizing and constituting a power of sale as mentioned in said statutes or rules; that in addition to the rights and remedies herein, the Mortgagee is hereby authorized and empowered at its option to exercise forthwith and from time to time any further rights and remedies available to the Mortgagee under the laws of the state wherein the Mortgaged Property is situate, such as the right to collect the rents, issues and profits, or to have a receiver appointed to collect the same.

THIRD: The following schedule(s) is (are) annexed hereto and made a part hereof (if no entry, this section is inapplicable): Portable main line and sprinkler irrigation equipment.

FOURTH: That the covenants herein contained shall bind, and the benefits and advantages thereof shall inure to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. In this Mortgage unless the context otherwise requires words in the singular number include the plural and in the plural include the singular, and words in the masculine gender include the feminine and the neuter.

IN WITNESS WHEREOF, each of the undersigned has signed, sealed and delivered this Mortgage as of the day, month and year first above written.

Witnesses:

L. E. Schvaneveldt (Seal)
L. E. Schvaneveldt
Naomi Schvaneveldt (Seal)
Naomi Schvaneveldt
W. LeRoy Cooley (Seal)
W. LeRoy Cooley
Wilma L. Cooley (Seal)
Wilma L. Cooley

STATE OF IDAHO) ss.
COUNTY OF FRANKLIN)

I, Ted B. Larsen a Notary Public in and for said County and State, do hereby certify that on this 28th day of July, 1964 personally appeared before me the within named ~~XXXXXXXXXXXXXXXXXXXX~~ Naomi Schvaneveldt; W. LeRoy Cooley and Wilma L. Cooley; L.E. Schvaneveldt to me known to be the individual(s) described in and who executed and whose name(s) is(are) subscribed to the within and foregoing instrument, and duly acknowledged to me that signed and executed the same as free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal, the day and year in this certificate first above written.

Seal
(Seal)

Ted B. Larsen
Notary Public

My commission expires 5-12-66

N.B. If executed by corporation, corporate form of acknowledgment must be attached.

SCHEDULE I
PORTABLE MAIN LINE
and
SPRINKLER EQUIPMENT

Plant	Main Line - Portable 80' Length	Size	Length
1	Aluminum main line, with couplers, reducer, and plug	5"	1020 ft.
	" " " " "	6"	360 ft.
	" " " " "	8"	2550 ft.
	" " " " "	10"	660 ft.
	Aluminum main line, with elbow, tee, couplers, 10" gate valve	10"	540 ft.
2	Aluminum main line, with couplers, reducer, end plug, risers and valve caps	5"	510 ft.
	" " " " "	6"	1350 ft.
	" " " " "	7"	1260 ft.
SPRINKLER EQUIPMENT			
6	1/2 mile aluminum laterals, with center risers, and rainbird sprinkler heads	4"	1 1/2 mi.
1	1/2 mile aluminum lateral, with center risers and rainbird sprinkler heads	3"	1/2 mi.