

RECEIVED

JAN 14 2019

DEPT OF WATER RESOURCES
SOUTHERN REGIONSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES**Notice of Security Interest in a Water Right****And Request for Notification of a Change in Ownership or Any Proposed
Or Final Action to Amend, Transfer, or Otherwise Modify a Water Right**Please print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.

1. Water Right No(s): 36-2068, 36-4169, 36-10857
Adjudication Claim No(s):
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 87
Twin Falls, ID 83303
4. Name of Water Right Owner/Claimant(s) Eugene Hruza
Shirley Hruza
5. Expiration Date of Notification Period 11-10-2038
6. Is this a Renewal of Request for Notification? ☐ YES ☒ NO
7. Signature(s) (and title if applicable)
Amy I. Fee
Loan Officer

For Office Use Only

Received by	<u>DM</u>	Date	<u>1/14/2019</u>	Fee	<u>\$75-</u>
Received by		Date		Receipt No.	<u>5037112</u>
Processed by		Date		WR	<u>DM</u> Date <u>2-15-2019</u>

SUPPORT DATA**IN FILE #** 36-2068RECEIVED
JAN 10 2019

Instrument # 656531

HAILEY, BLAINE, IDAHO
 11-14-2018 10:59:59 AM No. of Pages: 7
 Recorded for: TITLEONE - TWIN FALLS
 JOLYNN DRAGE Fee: \$45.00
 Ex-Officio Recorder Deputy: GWB
 Electronically Recorded by Simplifile

RECORDATION REQUESTED BY:

D. L. Evans Bank
 Rupert Branch
 318 S. Onelda
 Rupert, ID 83350

WHEN RECORDED MAIL TO:

D. L. Evans Bank
 Rupert Branch
 318 S. Onelda
 Rupert, ID 83350

SEND TAX NOTICES TO:

Eugene Hruza
 Shirley Mae Hruza
 P.O. Box 66
 Minidoka, ID 83343

18323593

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



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MORTGAGE

THIS MORTGAGE dated November 13, 2018, is made and executed between Eugene Hruza, presumably married, subject to the community interest of his spouse (referred to below as "Grantor") and D. L. Evans Bank, whose address is 318 S. Onelda, Rupert, ID 83350 (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 Blaine County, State of Idaho:

TOWNSHIP 8 SOUTH RANGE 26 EAST, BOISE MERIDIAN, BLAINE COUNTY, IDAHO
 Section 15: N 1/2

Shirley Mae Hruza executes this instrument to comply with Chapter 10, Title 55, Idaho Code, relating to homesteads.

Together with the water rights represented by Idaho State Department of Water Resources Water Right No. 36-2068 with a claimed priority of April 16, 1948 to 3.9 cfs of irrigation water from groundwater; Water rights represented by Idaho State Department of Water Resources Water Right No. 36-4169 with a claimed priority of March 15, 1963 to 1.12 cfs of irrigation water from groundwater; Water rights represented by Idaho State Department of Water Resources Water Right No. 36-10857 with a claimed priority of April 1, 1971 to 0.04 cfs of stock and domestic water from groundwater together with any and all other water rights and ditch rights appurtenant to the above described premises.

The Real Property or its address is commonly known as 389 E Minidoka Rd, Minidoka, ID 83343. The Real Property tax identification number is RP08S260156920.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Mortgage is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Mortgage and to hypothecate the Property; (c) the 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

011 ETR



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

February 18, 2019

D L EVANS BANK
PO BOX 87
TWIN FALLS ID 83303-0087

RE: Notice of Security Interest for Water Right No(s): 36-2068, 36-4169, 36-10857

Dear Security Interest Holder:

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

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

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

Sincerely,

A handwritten signature in blue ink that reads "Denise Maline".

Denise Maline
Administrative Assistant 1

Enclosure(s)

c: Eugene & Shirley Hruza