

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

JAN 31 2019

DEPT OF WATER RESOURCES
SOUTHERN REGION

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): 37-630B & 37-8137
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) Kenneth Duwayne & June Worthington
5. Expiration Date of Notification Period 01/05/2054
6. Is this a Renewal of Request for Notification? ☐ YES ☒ NO
7. Signature(s) (and title if applicable)
Jennifer Sears
Loan Officer

For Office Use Only

Received by JM
 Receipted by _____
 Processed by _____

Date 1/31/2019
 Date _____
 Date _____

Fee \$50-
 Receipt No. 5037137
 WR Am Date 1-31-2019

RECORDATION REQUESTED BY:

D. L. Evans Bank
 Hailey Branch
 609 South Main
 Hailey, ID 83333

WHEN RECORDED MAIL TO:

D. L. Evans Bank
 Hailey Branch
 609 South Main
 Hailey, ID 83333

SEND TAX NOTICES TO:

Kenneth Duwayne Worthington
 June Irene Worthington
 41 Kilpatrick Ridge
 Bellevue, ID 83313

Instrument # 657688

HAILEY, BLAINE, IDAHO
 01-14-2019 9:24:03 AM No. of Pages: 7
 Recorded for: FIRST AMERICAN TITLE - KETCHUM
 JOLYNN DRAGE Fee: \$45.00
 Ex-Officio Recorder Deputy: BH
 Electronically Recorded by Simplifile

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

709652



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DEED OF TRUST

THIS DEED OF TRUST is dated January 8, 2019, among Kenneth Duwayne Worthington and June Irene Worthington, husband and wife ("Grantor"); D. L. Evans Bank, whose address is Hailey Branch, 609 South Main, Hailey, ID 83333 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and First American Title Company, whose address is 120 2nd Avenue, Suite 101, Ketchum, ID 83340 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor does hereby irrevocably grant, bargain, sell and convey in trust, with power of sale, to Trustee for the benefit of Lender as Beneficiary, 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 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:

Lot 2 of WORTHINGTON SUBDIVISION, according to the official plat thereof, recorded as Instrument No. 195880, records of Blaine County, Idaho.

Together with the water rights represented by Idaho State Department of Water Resources Water Right No. 37-630B with a claimed priority of June 30, 1885 to 0.4 cfs of the waters of Silver Creek, a tributary of the Loving Creek and Water Right No. 37-8137 with a claimed priority of June 30, 1983 to 0.13 cfs of irrigation water from groundwater, 0.02 cfs of stockwater from groundwater, and 0.02 cfs of 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 41 Kilpatrick Bridge Road, Bellevue, ID 83313. The Real Property tax identification number is RP006200000020.

REVOLVING LINE OF CREDIT. This Deed of Trust secures the indebtedness including, without limitation, a revolving line of credit, which obligates Lender to make advances to Grantor so long as Grantor complies with all the terms of the Credit Agreement. Such advances may be made, repaid, and remade from time to time, subject to the limitation that the total outstanding balance owing at any one time, not including finance charges on such balance at a fixed or variable rate or sum as provided in the Credit Agreement, any temporary overages, other charges, and any amounts expended or advanced as provided in either the indebtedness paragraph or this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of Grantor and Lender that this Deed of Trust secures the balance outstanding under the Credit Agreement from time to time from zero up to the Credit Limit as provided in the Credit Agreement and any intermediate balance.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) 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 DEED OF TRUST, 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 EACH OF GRANTOR'S AGREEMENTS AND OBLIGATIONS UNDER THE CREDIT AGREEMENT, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Credit Agreement, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that 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. THE REAL PROPERTY IS NOT MORE THAN EIGHTY (80) ACRES AND IS NOT PRIMARILY USED FOR THE AGRICULTURAL PRODUCTION OF CROPS, LIVESTOCK, DAIRY OR AQUATIC GOODS, OR IS NOT MORE



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

January 31, 2019

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

RE: Notice of Security Interest for Water Right/Permit No(s): 37-630B, 37-8137

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,



Denise Maline
Administrative Assistant 1

Enclosure(s)

c: Kenneth D & June I Worthington