

18320136

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED ✓

NOV 30 2018

DEPT OF WATER RESOURCES
SOUTHERN REGION

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.
45-11122			
45-13907			
46-13909			

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

Rabo AgriFinance, LLC

237 Canyon Crest Drive

Twin Falls, Idaho 83301

Phone 208-733-0044

Email Cheryl.robles@raboag.com

4. Name of Water Right Owner/Claimant(s)

David & Susan Beck

5. Expiration Date of Notification Period

6. Is this a Renewal of Request for Notification?

☐ YES

☐ NO

7. Signature(s) of Security Interest Holder(s)

Title, if applicable

Brek Cranney, VP

For Office Use Only

Received by DM Date 11-30-2018 Receipt No. S037053 Fee \$75-
Processed by AJ _____ Date _____ WR DM Date 1-31-2019

SUPPORT DATA

IN FILE # 45-11122

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

CASSIA COUNTY
RECORDED FOR:
TITLEONE - BURLEY
03:02:06 PM 11-20-2018
2018-004577
NO. PAGES: 14 FEE: \$49.00
JOSEPH W. LARSEN
COUNTY CLERK
DEPUTY: CVELASQUEZ
Electronically Recorded by Simplifile

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

RABO AGRIFINANCE LLC
14767 N. Outer 40 Rd., Suite 400
Chesterfield, MO 63017
Attn: Closing Department

18320136

Space above this line for Recorder's Use

MODIFICATION AGREEMENT TO THE MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT
(Cassia County, Idaho)

Real Estate Term Loan 1: 11114600
Real Estate Term Loan 2: 22107764
Real Estate Term Loan 3: 22109384
Real Estate Term Loan 4: 22110471
Real Estate Term Loan 8: 22115725
Real Estate Term Loan 9: 22115726
Real Estate Term Loan 10: 22115727
Real Estate Term Loan 11: 22115728
Real Estate Line of Credit 1: 22104845 (11122400)

THIS MODIFICATION AGREEMENT TO THE MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT is made as of October 2, 2018 between RABO AGRIFINANCE LLC, a Delaware limited liability company, as agent for itself and the other Secured Parties (defined herein) under the Collateral Agency Agreement (defined herein; and Rabo AgriFinance LLC, in that capacity, "Mortgagee") formerly known as Rabo Agrifinance, Inc. a Delaware corporation located and having its principal office at 14767 N. Outer 40 Rd., Suite 400, Chesterfield, MO 63017 ("Lender"), and DAVID M. BECK FAMILY LIMITED PARTNERSHIP, an Idaho limited partnership ("David M. Beck Family LP") and DAVID BECK (a/k/a David McKell Beck and David M. Beck) ("David Beck") and SUSAN BECK (a/k/a Susan Kay Beck and Susan K. Beck) ("Susan Beck"), married spouses (David M. Beck Family LP, David Beck, and Susan Beck are herein individually and collectively, "Grantor").

WITNESSETH:

WHEREAS, Lender is the holder of certain notes (the "Note") made by Grantor, among other parties ("Borrower") to Lender, secured by a Mortgage, Assignment of Rents and Security Agreement ("Mortgage") dated March 7, 2016 executed by Grantor to Lender and recorded in Cassia County, Idaho on April 4, 2016 as Instrument No. 2016-001327, as modified by that certain Mortgage, Assignment of Rents and Security Agreement Modification Agreement dated October 5, 2016 and recorded on October 20, 2016 as Instrument No. 2016-004408 in the records of Cassia County, Idaho.

WHEREAS, the parties hereto are desirous of modifying the Note and Mortgage in the particulars hereinafter mentioned.

NOW THEREFORE, in consideration of the premises and of the mutual promises herein contained, and of the sum of One Dollar (\$1.00) duly paid to Lender, it is hereby mutually covenanted and agreed that the terms of the Note and Mortgage be and the same are hereby modified as follows:

1. Grantor and Borrower hereby authorize Lender, without obtaining the signature of Grantor or Borrower, to file financing statements or amendments to existing financing statements in order to perfect the lien granted by the Mortgage.
2. Grantor affirmatively represents to Lender that the debt currently evidenced by the MCA and Note constitutes the fair and just debt of the Borrower to the Lender that is due and payable in accordance with the MCA and Note without defect, adjustment or offset, and that the Mortgage given by Grantor to Lender to secure the indebtedness evidenced by the

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MCA constitutes a good and valid lien on the collateral described in the Mortgage to secure the MCA and Note.

3. **Second Paragraph** of the Mortgage is hereby amended and replaced in its entirety as follows:

RABO AGRIFINANCE LLC, a Delaware limited liability company, as Lender ("**Lender**") has agreed to make up to \$_____ n loans to Borrower (as defined in the Facility Sheet(s)) under the terms and conditions of the Master Credit Agreement between Borrower and Lender dated October 2, 2018, as may be amended, modified, replaced or supplemented from time to time (the "**MCA**"). Each capitalized term used in this mortgage that is defined in the MCA and not defined in this mortgage will have the meaning specified in the MCA. This mortgage will be interpreted in accordance with the Drafting Conventions.

4. **Section 1. Secured Obligations** of the Mortgage is hereby amended and replaced in its entirety as follows:

Secured Obligations. Grantor makes the grant, conveyance, transfer and assignment above, makes the irrevocable and absolute assignment in **Section 4**, and grants the security interest under **Section 5**, to secure payment and performance of the following obligations (the "**Secured Obligations**") in any order of priority that Mortgagee may choose: (a) all Obligations (defined in the MCA), including (i) the Term Loan Note dated July 21, 2014, from Borrower to Lender in the original principal amount of \$_____ ; (ii) the Real Estate Term Loan 2 Note dated August 12, 2015, from Borrower to Lender in the original principal amount of \$_____ (iii) the Real Estate Term Loan 3 Note dated March 7, 2016, from Borrower to Lender in the original principal amount of \$_____ (iv) the Real Estate Term Loan 4 Note dated October 5, 2016, from Borrower to Lender in the original principal amount of \$_____ (v) the Real Estate Term Loan 8 Note dated October 2, 2018, from Borrower to Lender in the original principal amount of \$_____ (vi) the Real Estate Term Loan 9 Note dated October 2, 2018, from Borrower to Lender in the original principal amount of \$_____ (vii) the Real Estate Term Loan 10 Note dated October 2, 2018, from Borrower to Lender in the original principal amount of \$_____ ; (viii) the Real Estate Term Loan 11 Note dated October 2, 2018, from Borrower to Lender in the original principal amount of \$_____ (ix) the Real Estate Line of Credit Note dated July 21, 2014, from Borrower to Lender in the original principal amount of \$_____ the Term Loan Note, the Real Estate Term Loan 2 Note, the Real Estate Term Loan 3 Note, the Real Estate Term Loan 4 Note, the Real Estate Term Loan 8 Note, the Real Estate Term Loan 9 Note, the Real Estate Term Loan 10 Note, the Real Estate Term Loan 11 Note, and the Real Estate Line of Credit Note, together with all extensions, renewals, modifications, substitutions and amendments thereof are herein collectively, the "**Note**"; (x) all Hedging Obligations; and (xi) all other indebtedness, liabilities and obligations of Borrower to Lender and the Swap Counterparties arising pursuant to any of the Transaction Documents, whether now existing or hereafter arising, whether direct, indirect, related, unrelated, fixed, contingent, liquidated, unliquidated, joint, several, or joint and several; (b) all obligations of Grantor under this Mortgage; (c) all obligations of Borrower to Lender, Coöperatieve Rabobank U.A., (trading as Rabobank), a foreign banking organization organized as a cooperative bank under the laws of The Netherlands ("**Rabobank**"), and/or Rabobank, N.A., a national banking association ("**RNA**"), or any other Affiliate of Lender (Lender, Rabobank and RNA, and any other Affiliate of Lender are herein individually and collectively, "**Secured Parties**"), whether now existing or hereafter incurred or created, whether voluntary or involuntary, whether obligatory or non-obligatory; whether due or not due, whether absolute or contingent, or whether incurred directly or acquired by assignment or otherwise, under the terms and conditions of any other written instrument or agreement executed by Borrower and which specifically recites that those obligations are secured by this Mortgage; and (d) any of the foregoing that arises after the filing of a petition by or against Grantor under an Insolvency Proceeding. All Persons who have or acquire an interest in the Property will be deemed to have received notice of, and will be bound by, the terms of the MCA, the other Transaction Documents, and each other agreement or instrument made or entered into in connection with each of the Secured Obligations (the Transaction Documents and those other agreements or instruments, the "**Secured Obligation Documents**"). These terms include any provisions in the Secured Obligation Documents which permit borrowing, repayment and reborrowing, or which provide that the rate of interest on one or more of the Secured Obligations may vary from time to time. This Mortgage does not secure any obligation which is unsecured pursuant to the express terms of the MCA or any other document, agreement or instrument. Without limitation of the foregoing, this Mortgage does not secure the indebtedness, liabilities and obligations of Guarantor as guarantor under the terms and conditions of the Guaranty or any other guaranty given by Guarantor to secure the Hedging

Obligations.

5. To further secure the Secured Obligations, Grantor and Mortgagee agree to spread the lien of the Mortgage to include the parcel described in Exhibit A-1 and the additional property described in Exhibit B-1. The Mortgage is hereby modified and spread to encumber, mortgage, lien, and include such parcel and additional property as additional collateral security under the Mortgage to secure the Note pursuant and subject to the provisions of the Note and the Mortgage. The term "Land" or "Property", as defined in the Mortgage, shall include such parcel and additional property for all purposes therein and such parcel and additional property are hereby granted and conveyed to Mortgagee with all representations, warranties, covenants, rights and appurtenances set forth therein. Exhibit A-1 and Exhibit B-1 supplement Exhibit A and Exhibit B of the Mortgage. Such exhibits are supplemented only, not replaced.
6. Grantor and Borrower represent and warrant that (a) Grantor's chief executive office or principal residence is Grantor's address set forth below; (b) Grantor's state of organization, if applicable, is as set forth in the first paragraph of this Agreement; and (c) Grantor's exact legal name is as set forth in the first paragraph of this Agreement.
7. Grantor's submission of any report, record or other information pertaining to Grantor's or any of its subsidiary's condition or operations, financial or otherwise, from time to time, whether or not required under the terms of this Agreement, will be deemed to be accompanied by a representation by Grantor that such report, record or information is complete and accurate in all material respects as to Grantor's or any such subsidiary's (and, if applicable, any of Grantor's or such subsidiary's partners, shareholders, partners, members, or other principals) condition or operations, as of the date of such submission, including, without limitation, all material contingent liabilities, condition or operations.
8. **WAIVER OF PRIOR CLAIMS.** GRANTOR WAIVES AND RELEASES ANY AND ALL CLAIMS AGAINST LENDER, ITS PARENT, SUBSIDIARIES, AFFILIATES AND THE RESPECTIVE SUCCESSORS, ASSIGNS, PARTICIPANTS, AGENTS AND EMPLOYEES OF EACH AND ALL OF THE FOREGOING, RELATING OR PERTAINING TO OR AS A RESULT OF THE EXISTING LOANS, AND ANY OTHER ACT OR OMISSION WHICH HAS OCCURRED PRIOR TO THE EXECUTION OF THIS AGREEMENT, INCLUDING ALL CLAIMS OF USURY, FRAUD, DECEIT, MISREPRESENTATION, UNCONSCIONABILITY, DURESS, OR LENDER LIABILITY, ANY OTHER CLAIM IN TORT OR IN CONTRACT, OR FOR VIOLATION OF ANY LAW, RULE OR REGULATION
9. All of the provisions of the Note and Mortgage shall remain in full force and effect except as herein specifically modified and this Agreement is made upon the express condition that the Grantor is vested with the fee simple title to the premises covered by the Mortgage. And the said Grantor in consideration of the granting of this modification further covenants and agrees to pay and comply with the terms and conditions of the Note and Mortgage as herein modified, and nothing herein contained shall invalidate any of the security now held for the payment of said debt. This Agreement shall bind the parties, their heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Mortgage Modification Agreement to be duly executed as of the day and year first above written.

LENDER

Address for Notices:

14767 N. Outer 40 Rd., Suite 400
Chesterfield, MO 63017
Attention: Loan Closing Department

RABO AGRIFINANCE LLC f/k/a Rabo Agrifinance, Inc.

By: _____

Name: _____

Title: _____

STATE OF ~~MISSOURI~~ Idaho)
) ss
COUNTY OF Cassia)

On this 19th day of November in the year 2018 before me,
Annette Roth, a Notary Public in and for said state, personally appeared
Bruce Cranney (name of officer), Vice President (title), of RABO
AGRIFINANCE LLC, a Delaware limited liability company, known to me to be the person who executed the within agreement or
instrument on behalf of that corporation and acknowledged to me that he or she executed the same for the purposes therein
stated.

Official signature and official seal of notary:

Annette Roth
my Commission expires 8-4-2023



Address for Notices:
255 South 300 West
Burley, Idaho 83318

GRANTOR

DAVID M. BECK FAMILY LIMITED PARTNERSHIP, an Idaho limited
partnership

By: David McKell Beck
DAVID MCKELL BECK
General Partner

By: Susan Kay Beck
SUSAN KAY BECK
General Partner

Address for Notices:
255 South 300 West
Burley, Idaho 83318

David Beck
DAVID BECK (a/k/a David McKell Beck and David M. Beck)

Address for Notices:
255 South 300 West
Burley, Idaho 83318

Susan Beck
SUSAN BECK (a/k/a Susan Kay Beck and Susan K. Beck)

STATE OF IDAHO

COUNTY OF Cassia } SS

On this 19 day of Nov, in the year of 2018, before me, Annette Roth, a Notary Public, personally appeared DAVID MCKELL BECK, known or identified to me (or proved to me on the oath of _____), to be the General Partner of DAVID M. BECK FAMILY LIMITED PARTNERSHIP, an Idaho limited partnership, the limited partnership that executed the above instrument or the person who executed the instrument on behalf of said limited partnership and acknowledged to me that such limited partnership executed the same.

(SEAL)



My Commission Expires: 8-4-2023

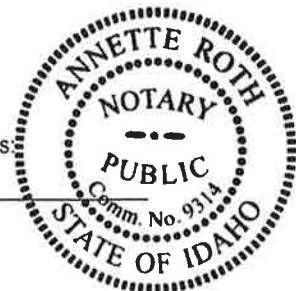
Annette Roth
Notary Public
Printed Name: Annette Roth
my commission expires 8-4-2023

STATE OF IDAHO

COUNTY OF Cassia } SS

On this 19 day of November, in the year of 2018, before me, Annette Roth, a Notary Public, personally appeared SUSAN KAY BECK, known or identified to me (or proved to me on the oath of _____), to be the General Partner of DAVID M. BECK FAMILY LIMITED PARTNERSHIP, an Idaho limited partnership, the limited partnership that executed the above instrument or the person who executed the instrument on behalf of said limited partnership and acknowledged to me that such limited partnership executed the same.

(SEAL)



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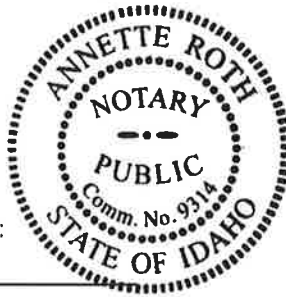
Annette Roth
Notary Public
Printed Name: Annette Roth

STATE OF IDAHO

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(SEAL)



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8-4-2023

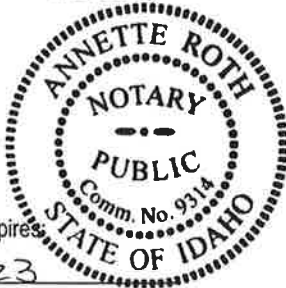
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Printed Name:
Annette Roth

STATE OF IDAHO

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(SEAL)



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8-4-2023

Annette Roth
Notary Public
Printed Name:
Annette Roth

Address for Notices:
255 South 300 West
Burley, Idaho 83318

CONSENTED TO BY BORROWER

DAVID M. BECK FAMILY LIMITED PARTNERSHIP, an Idaho limited partnership

By: David McKell Beck
DAVID MCKELL BECK
General Partner

By: Susan Beck
SUSAN KAY BECK
General Partner

Address for Notices:
255 South 300 West
Burley, Idaho 83318

David McKell Beck
DAVID MCKELL BECK (a/k/a David M. Beck and David Beck)

Susan Kay Beck
SUSAN KAY BECK (a/k/a Susan K. Beck and Susan Beck)

Address for Notices:
255 South 300 West
Burley, Idaho 83318

SUSAN KAY BECK FAMILY LIMITED PARTNERSHIP, an Idaho limited partnership

By: David McKell Beck
DAVID MCKELL BECK
General Partner

By: Susan Kay Beck
SUSAN KAY BECK
General Partner

Address for Notices:
255 South 300 West
Burley, Idaho 83318

DAVID BECK AND SONS FARMS, LLC, an Idaho limited liability company

By: David McKell Beck
DAVID MCKELL BECK
Member

Address for Notices:
255 S 300 W
Burley, Idaho 83318

By: David Shane Beck
DAVID SHANE BECK
Member

By: Matthew Beck
MATTHEW DAVID BECK
Member

By: Kody McKell Beck
KODY MCKELL BECK
Member

STATE OF IDAHO

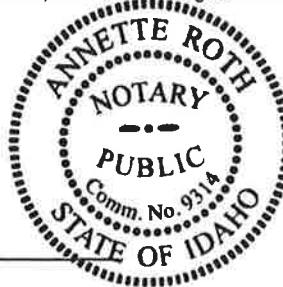
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Printed Name:

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STATE OF IDAHO

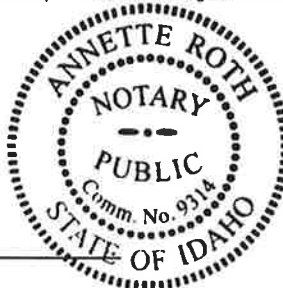
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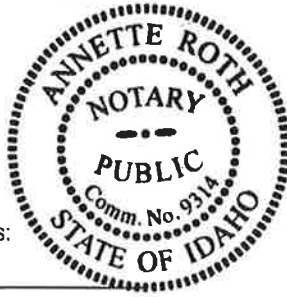
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Annette Roth

Notary Public

Printed Name:

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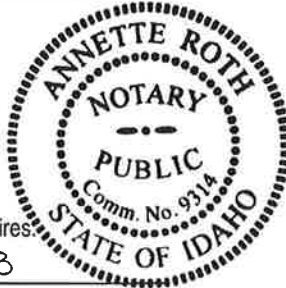
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Annette Roth

Notary Public

Printed Name:

Annette Roth

STATE OF IDAHO

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Notary Public

Printed Name:

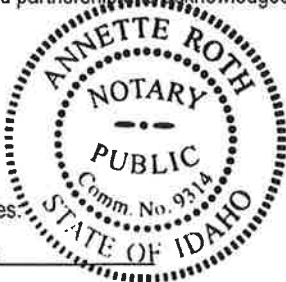
Annette Roth

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(SEAL)



My Commission Expires:

8-4-2023

Notary Public

Printed Name:

Annette Roth

STATE OF IDAHO

COUNTY OF Cassia)

SS

On this 19 day of Nov, in the year of 2018, before me, Annette Roth, a Notary Public, personally appeared DAVID MCKELL BECK, DAVID SHANE BECK, MATTHEW DAVID BECK and KODY MCKELL BECK known or identified to me (or proved to me on the oath of _____), to be the Members of DAVID BECK AND SONS FARMS, LLC, an Idaho limited liability company, the limited liability company that executed the above instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

(SEAL)



My Commission Expires:

8-4-2023

Annette Roth
Notary Public

Printed Name: Annette Roth

EXHIBIT A-1

David M. Beck MCA 2018
UCC-1 FINANCING STATEMENT FILING INFORMATION

Legal Description of Real Estate

Cassia County, Idaho

PARCEL NO. 11:
TOWNSHIP 12 SOUTH, RANGE 21 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 6: **Lot 4 (NW $\frac{1}{4}$ NW $\frac{1}{4}$) and Lot 5 (SW $\frac{1}{4}$ NW $\frac{1}{4}$) and the SE $\frac{1}{4}$ NW $\frac{1}{4}$**

EXHIBIT B-1

David M. Beck MCA 2018
UCC-1 FINANCING STATEMENT FILING INFORMATION

Additional Collateral

associated with MORTGAGE by David M. Beck Family LP and David Beck and Susan Beck on land located in Cassia County, Idaho

(list specific additional Collateral, if any)

All irrigation equipment, of whatever kind, now owned or hereafter acquired.

Certificate numbered 212 representing 34 shares of the capital stock of Oakley Valley Water Company and the water rights represented thereby.

Private Water Rights										
Place	Water Right	Owner of Record	Basis	Priority Date	Source	Use	Individual Diversion	Combined Diversion	Combined AF	Confirmed
Feedlot #1	45-11122	David & Susan Beck	Decreed	1/9/1975	Ground Water	Stockwater/Domestic	0.07	0.28	69	Yes
	45-13907	David & Susan Beck	Decreed	4/13/1971	Ground Water	Stockwater	0.11			Yes
	45-13909	David & Susan Beck	Decreed	4/13/1970	Ground Water	Stockwater	0.21			Yes
TOTAL							0.39	0.28	69	



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

RABO AGRIFINANCE LLC
237 CANYON CREST DR W
TWIN FALLS ID 83301-5919

RE: Notice of Security Interest for Water Right No(s): 45-11122, 45-13907, 45-13909

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: David & Susan Beck
TitleOne Corporation, Burley (File #18320136)



RECEIVED

NOV 30 2018

DEPT OF WATER RESOURCES
SOUTHERN REGION

November 29, 2018

ID Dept. of Water Resources
650 Addison Ave. West, Suite 500
Twin Falls, ID 83301

RE: TitleOne File No. 18320136
David and Susan Beck

Dear Clerk:

Enclosed with this letter please find the following:

1. A letter from Cheryl Robles at Rabo AgriFinance, LLC.
2. A copy of the recorded Modification Agreement.
3. The original executed Notice of Security Interest in a Water Right.
4. TitleOne Corporation's check no. 18075 payable to the Idaho Department of Water resources in the amount of \$75.00 for the transfer fee.

Please make the necessary changes in the records to show the security interest. Please send a receipted copy to my attention at TitleOne Corporation, P. O. Box 177, Burley, ID 83318.

Very truly yours,
TITLEONE CORPORATION

Nancy Garrett
Administrative Assistant

AR/nrg
Enc.
FedEx

RECEIVED

NOV 30 2018

DEPT OF WATER RESOURCES
SOUTHERN REGION



**Rabo
AgriFinance**

Cheryl Robles

Customer Relationship Specialist

Address 237 Canyon Crest Drive
Twin Falls, Idaho 83301

Tel 208-733-0044

Fax 855-631-0289

Cheryl.Robles@raboag.com

October 2, 2018

Idaho Department of Water Resources
650 Addison Ave W Ste 500
Twin Falls, Idaho 83301

Re: David & Susan Beck
Notice of Security Interest in a Water Right

To Whom It Concerns:

We are enclosing the a Notice of Security Interest form along with our check in the amount of \$75.00 and request that you add our interest to this water right. Also enclosed is a copy of our recorded deed of trust and the most recent recorded modification.

Please return the signed form to my attention in the pre-paid package enclosed. Should you have questions or need further information please call or email me.

Water Right No: 45-11122
45-13907
45-13909

Rabo AgriFinance, LLC

Cheryl Robles
Customer Relationship Specialist