

RECEIVED

SEP 04 2018

DEPT OF WATER RESOURCES
SOUTHERN REGIONSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES**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.

Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.
02-07012			
02-02279			

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

Farmers Bank

PO Box 505

Jerome, ID 83338

Phone 208-324-3800

Email kstauffer@farmersbankidaho.com

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

Robert & Mechelle Dirks

5. Expiration Date of Notification Period

12/1/2027

6. Is this a Renewal of Request for Notification?

☐ YES☒ NO

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

David M. Davis

Title, if applicable

David Davis- Branch Manager

SUPPORT DATA

IN FILE # 2-2279

For Office Use Only

Received by Am Date 9-4-2018 Receipt No. 5036940 Fee \$50-

Processed by AJ _____ Date _____ WR _____ Date _____

****Re Record to add missing pgs**

Instr. # 296132
MURPHY, OWYHEE, IDAHO
2018-05-29 02:18:10 No. of Pages: 4
Recorded for: PIONEER TITLE COMPANY/OWYHEE
ANGELA BARKELL Fee: \$45.00
Ex-Officio Recorder Deputy: map
Index To: MORTGAGE
Electronically Recorded by Simplifile

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Page as it is now Incorporated as
Part of the original Document.

Instrument # 296271
MURPHY, OWYHEE, IDAHO
2018-06-07 11:47:04 No. of Pages: 7
Recorded for: PIONEER TITLE COMPANY/OWYHEE
ANGELA BARKELL Fee: \$45.00
Ex-Officio Recorder Deputy: map
Index To: DEED OF TRUST
Electronically Recorded by Simplifile

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COMMERCIAL REAL ESTATE MORTGAGE

This COMMERCIAL REAL ESTATE MORTGAGE ("Security Instrument") is made on May 21, 2018 between the mortgagor(s) **ROBERT G. DIRKS and MECHELLE DIRKS, also known as MECHELLE J. DIRKS and as MICHELLE J. DIRKS**, husband and wife, whose address is **PO BOX 413, Grand View, Idaho 83624** ("Mortgagor"), and **Farmers Bank** whose address is **1441 S Lincoln / PO Box 505, Jerome, Idaho 83338** ("Lender"), which is organized and existing under the laws of the State of Idaho. Mortgagor in consideration of loans extended by Lender up to a maximum principal amount of **One Hundred Ninety-five Thousand Four Hundred Twenty-two and 63/100 Dollars (U.S. \$195,422.63)** ("Maximum Principal Indebtedness"), and for other valuable consideration, the receipt of which is acknowledged, hereby mortgages, grants and conveys to Lender, its successors and assigns, forever, the following described property located in the County of Owyhee, State of Idaho:

Address: **FARM GROUND, Grand View, Idaho 83624**

Legal Description: **SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF**
Property Size: **382.77 acres.**

Together with all easements, appurtenances abutting streets and alleys, improvements, buildings, fixtures, tenements, hereditaments, equipment, rents, income, profits and royalties, personal goods of whatever description and all other rights and privileges including all minerals, oil, gas, water (whether groundwater, subterranean or otherwise), water rights (whether riparian, appropriate or otherwise, and whether or not appurtenant to the above-described real property), wells, well permits, ditches, ditch rights, reservoirs, reservoir rights, reservoir sites, storage rights, dams and water stock that may now, or at any time in the future, be located on and/or used in connection with the above-described real property, payment awards, amounts received from eminent domain, amounts received from any and all insurance payments, and timber which may now or later be located, situated, or affixed on and used in connection therewith (hereinafter called the "Property").

RELATED DOCUMENTS. The words "Related Documents" mean all promissory notes, security agreements, prior mortgages, prior deeds of trust, prior deeds to secure debt, business loan agreements, construction loan agreements, resolutions, guaranties, environmental agreements, subordination agreements, assignments of leases and rents and any other documents or agreements executed in connection with this Indebtedness and Security Instrument, whether now or hereafter existing, including any modifications, extensions, substitutions or renewals of any of the foregoing. The Related Documents are hereby made a part of this Security Instrument by reference thereto, with the same force and effect as if fully set forth herein.

INDEBTEDNESS. This Security Instrument secures the principal amount shown above as may be evidenced by a promissory note or notes of even, prior or subsequent date hereto, including future advances and every other indebtedness of any and every kind now or hereafter owing from **ROBERT GALE DIRKS and MECHELLE JOLENE DIRKS to Farmers Bank**, howsoever created or arising, whether primary, secondary or contingent, together with any interest or charges provided in or arising out of such indebtedness, as well as the agreements and covenants of this Security Instrument and all Related Documents (hereinafter all referred to as the "Indebtedness").

MATURITY DATE. The Indebtedness, if not paid earlier, shall be due on **December 1, 2027**.

FUTURE ADVANCES. To the extent permitted by law, this Security Instrument will secure future advances as if such advances were made on the date of this Security Instrument regardless of the fact that from time to time there may be no balance due under the note and regardless of whether Lender is obligated to make such future advances.

CROSS-COLLATERALIZATION. It is the expressed intent of Mortgagor to use this Security Instrument to cross collateralize all of its Indebtedness and obligations to Lender, howsoever arising and whensoever incurred, except any obligation existing or arising against the principal dwelling of any Mortgagor.

WARRANTIES. Mortgagor, for itself, its heirs, personal representatives, successors, and assigns, represents, warrants, covenants and agrees with Lender, its successors and assigns, as follows:

Performance of Obligations. Mortgagor promises to perform all terms, conditions, and covenants of this Security Instrument and Related Documents in accordance with the terms contained therein.

Defense and Title to Property. At the time of execution and delivery of this instrument, Mortgagor is lawfully seised of the estate hereby conveyed and has the exclusive right to mortgage, grant, convey and

****Re Record to add missing pgs**

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Defense and Title to Property. At the time of execution and delivery of this instrument, Mortgagor is lawfully seised of the estate hereby conveyed and has the exclusive right to mortgage, grant, convey and

advance of the due date. Lender may also require Mortgagor, tenant and any other user of the Property to make payments of Rents directly to Lender. However, by receiving any such payments, Lender is not, and shall not be considered, an agent for any party or entity. Any amounts collected may, at Lender's sole discretion, be applied to protect Lender's interest in the Property, including but not limited to the payment of taxes and insurance premiums and to the Indebtedness. At Lender's sole discretion, all leases, subleases and licenses must first be approved by Lender.

CONDEMNATION. Mortgagor shall give Lender notice of any action taken or threatened to be taken by private or public entities to appropriate the Property or any part thereof, through condemnation, eminent domain or any other action. Further, Lender shall be permitted to participate or intervene in any of the above described proceedings in any manner it shall at its sole discretion determine. Lender is hereby given full power, right and authority to receive and receipt for any and all damages awarded as a result of the full or partial taking or appropriation and in its sole discretion, to apply said awards to the Indebtedness, whether or not then due or otherwise in accordance with applicable law. Unless Lender otherwise agrees in writing, any application of proceeds to the Indebtedness shall not extend or postpone the due date of the payments due under the Indebtedness or change the amount of such payments.

GRANTOR'S ASSURANCES. At any time, upon a request of Lender, Mortgagor will execute and deliver to Lender, and if appropriate, cause to be recorded, such further mortgages, assignments, assignments of leases and rents, security agreements, pledges, financing statements, or such other document as Lender may require, in Lender's sole discretion, to effectuate, complete and to perfect as well as to continue to preserve the Indebtedness, or the lien or security interest created by this Security Instrument.

ATTORNEY-IN-FACT. Mortgagor appoints Lender as attorney-in-fact on behalf of Mortgagor. If Mortgagor fails to fulfill any of Mortgagor's obligations under this Security Instrument or any Related Documents, including those obligations mentioned in the preceding paragraph, Lender as attorney-in-fact may fulfill the obligations without notice to Mortgagor. This power of attorney shall not be affected by the disability of the Mortgagor.

EVENTS OF DEFAULT. The following events shall constitute default under this Security Instrument (each an "Event of Default"):

- (a) Failure to make required payments when due under Indebtedness;
- (b) Failure to perform or keep any of the covenants of this Security Instrument or a default under any of the Related Documents;
- (c) The making of any oral or written statement or assertion to Lender that is false or misleading in any material respect by Mortgagor or any person obligated on the Indebtedness;
- (d) The death, dissolution, insolvency, bankruptcy or receivership proceeding of Mortgagor or of any person or entity obligated on the Indebtedness;
- (e) Any assignment by Mortgagor for the benefit of Mortgagor's creditors;
- (f) A material adverse change occurs in the financial condition, ownership or management of Mortgagor or any person obligated on the Indebtedness; or
- (g) Lender deems itself insecure for any reason whatsoever.

REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default, Lender may, without demand or notice, pay any or all taxes, assessments, premiums, and liens required to be paid by Mortgagor, effect any insurance provided for herein, make such repairs, cause the abstracts of title or title insurance policy and tax histories of the Property to be certified to date, or procure new abstracts of title or title insurance and tax histories in case none were furnished to it, and procure title reports covering the Property, including surveys. The amounts paid for any such purposes will be added to the Indebtedness and will bear interest at the rate of interest otherwise accruing on the Indebtedness until paid. In the event of foreclosure, the abstracts of title or title insurance shall become the property of Lender. All abstracts of title, title insurance, tax histories, surveys, and other documents pertaining to the Indebtedness will remain in Lender's possession until the Indebtedness is paid in full.

IN THE EVENT OF THE SALE OF THIS PROPERTY UNDER THE PROCEDURE FOR FORECLOSURE OF A SECURITY INSTRUMENT BY ADVERTISEMENT, AS PROVIDED BY APPLICABLE LAW, OR IN THE EVENT LENDER EXERCISES ITS RIGHTS UNDER THE ASSIGNMENT OF LEASES AND RENTS, THE GRANTOR HEREBY WAIVES ANY RIGHT TO ANY NOTICE OTHER THAN THAT PROVIDED FOR SPECIFICALLY BY STATUTE, OR TO ANY JUDICIAL HEARING PRIOR TO SUCH SALE OR OTHER EXERCISE OF RIGHTS.

Upon the occurrence of an Event of Default, Lender may, without notice unless required by law, and at its option, declare the entire Indebtedness due and payable, as it may elect, regardless of the date or dates of maturity thereof and, if permitted by state law, is authorized and empowered to cause the Property to be sold at public auction, and to execute and deliver to the purchaser or purchasers at such sale any deeds of conveyance good and sufficient at law, pursuant to the statute in such case made and provided, and out of the proceeds of the sale to retain the sums then due hereunder and all costs and charges of the sale, including attorneys' fees, rendering any surplus to the party or parties entitled to it. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made in it. If Lender chooses to invoke the power of sale, Lender or Trustee will provide notice of sale pursuant to applicable law. Any such sale or a sale made pursuant to a judgment or a decree for the foreclosure hereof may, at the option of Lender, be made en masse. The commencement of proceedings to foreclose this Security Instrument in any manner authorized by law shall be deemed as exercise of the above option.

Upon the occurrence of an Event of Default, Lender shall immediately be entitled to make application for and obtain the appointment of a receiver for the Property and of the earnings, income, issue and profits of it, with the powers as the court making the appointments confers. Mortgagor hereby irrevocably consents to such appointment and waives notice of any application therefor.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IDAHO)
COUNTY OF Jerome)

On this the 21st, May 2018, before me, David M. Davis, personally appeared ROBERT G. DIRKS and MECHELLE DIRKS, husband and wife, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and my official seal.

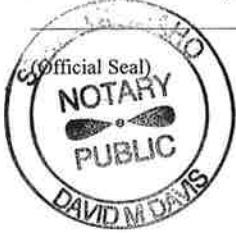
My commission expires: 8/25/23

residing at

Jerome, Idaho

County, ID

Identification Number



THIS INSTRUMENT PREPARED BY:
Farmers Bank
1441 S Lincoln / PO Box 505
Jerome, ID 83338

AFTER RECORDING RETURN TO:
Farmers Bank
1441 S Lincoln / PO Box 505
Jerome, ID 83338

EXHIBIT A

TRACT I:

In Township 6 South, Range 3 East, Boise Meridian, Owyhee County, Idaho.

Section 1: Government Lot 4, Southwest Quarter of the Northeast Quarter, South Half of the Northwest Quarter, Northeast Quarter of the Southwest Quarter, Northwest Quarter of the Southeast Quarter

Section 2: Government Lot 1

TRACT II:

In Township 5 South, Range 3 East, Boise Meridian, Owyhee County, Idaho.

Section 34: Southeast Quarter of the Southwest Quarter, South Half of the Southeast Quarter

Section 35: A parcel of land situated in SW1/4 SW1/4, described as follows:

BEGINNING at the SW corner of Section 35, Township 5 South, Range 3 East, Boise Meridian, Owyhee County, Idaho; thence

East on the section line 196 feet; thence

North 400 feet; thence

West 209 feet to the section line common to Sections 34 and 35; thence

South along the section line a distance of 400 feet to the POINT OF BEGINNING.

TRACT III:

That portion of Government Lot 1 of Section 3, which lies north of the centerline of the Bybee Lateral and that portion of Government Lot 4 of Section 2 which lies north of said Bybee Lateral centerline and west of the centerline of Mud Flat Road, all in Township 6 South, Range 3 East, Boise Meridian, Owyhee County, Idaho, and being more particularly described as follows:

BEGINNING at the northeast corner of said Section 3 (northwest corner of said Section 2); thence

North 89°21'20" East, 198.35 feet along the north line of said Section 2 to the intersection of same with the centerline of Mud Flat Road; thence

South 00°39'47" West, 656.20 feet along said centerline of Mud Flat Road to the intersection of same with the centerline of the Bybee Lateral; thence

South 80°06'11" West, 175.57 feet along said lateral centerline; thence

South 88°40'50" West, 144.65 feet along said lateral centerline to a point of curvature; thence

Northwesterly, along said lateral centerline, along a curve to the right having a radius of 600.00 feet, an arc length of 552.13 feet, a central angle of 52°43'29", a chord bearing of North 64°57'25" West, and a chord distance of 532.86 feet to a point of tangency; thence

North 38°35'41" West, 442.22 feet along said lateral centerline to a point of curvature; thence

Northwesterly, along said lateral centerline, along a curve to the left having a radius of 130.00 feet, an arc length of 115.96 feet, a central angle of 51°06'26", a chord bearing of North 64°08'54" West, and a chord distance of 112.15 feet to a point of tangency; thence

North 89°42'07" West, 223.93 feet along said lateral centerline to a point of curvature; thence

Northwesterly, along said lateral centerline, along a curve to the right having a radius of 15.00 feet, an arc length of 20.41 feet, a central angle of 77°56'31", a chord bearing of North 50°43'51" West, and a chord distance of 18.87 feet to a point of tangency; thence

North 11°45'36" West, 41.68 feet along said Bybee Lateral centerline to a 5/8 inch rebar set at the point of intersection of same with the north line of said Section 3; thence

North 89°22'34" East, 1233.47 feet along said north line of Section 3 to the POINT OF BEGINNING.

R.D.

M.D.



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

C.L. "Butch" Otter
Governor

Gary Spackman
Director

September 06, 2018

FARMERS NATIONAL BANK
PO BOX 505
JEROME ID 83338-0505

RE: Notice of Security Interest for Water Right No(s): 2-2279 and 2-7012 / Robert & Mechelle Dirks

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,

Trish Fawcett
Technical Records Specialist

Enclosure(s)

c: Robert & Mechelle Dirks