

RECEIVED ✓

OCT 26 2017

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): 36-11377
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) Bert and Trisha Moultrie
5. Expiration Date of Notification Period 10/15/2042
6. Is this a Renewal of Request for Notification? ☐ YES ☒ NO
7. Signature(s) (and title if applicable) *Amy Dufee*
Loan Officer

For Office Use Only

Received by <u>dm</u>	Date <u>10/26/2017</u>	Fee <u>\$25-</u>
Received by _____	Date _____	Receipt No. <u>5036435</u>
Processed by _____	Date _____	WR _____ Date _____

RECORDATION REQUESTED BY:

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

WHEN RECORDED MAIL TO:

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

SEND TAX NOTICES TO:

Bart J. Moultrie
Trisha M. Moultrie
P. O. Box 836
Burley, ID 83318

Instrument # 542622

MINIDOKA COUNTY, RUPERT, IDAHO
10-12-2017 03:52:28 PM No. of Pages: 7

Recorded for: TITLEONE - BURLEY

TONYA PAGE Fee: \$45.00

Ex-Officio Recorder Deputy Susan Aston

Electronically Recorded by Simplifile

17299560
SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

DEED OF TRUST

THIS DEED OF TRUST is dated October 11, 2017, among Bart J. Moultrie and Trisha M. Moultrie ("Grantor"); D. L. Evans Bank, whose address is Rupert Branch, 318 S. Oneida, Rupert, ID 83350 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and Title One Corporation: Burley, whose address is 211 West 13th Street, Burley, ID 83318 (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 Minidoka County, State of Idaho:

Refer to exhibit "A" attached here to and made a part hereof.

Together with the water rights represented by Idaho State Department of Water Resources Water Right No. 36-11377 with a claimed priority of December 31, 1977 to 0.04 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 528 South 200 West, Heyburn, ID 83336. The Real Property tax identification number is RP10S24E194220, RP10S24E193031.

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 ANY AND ALL OBLIGATIONS UNDER THE NOTE, 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 Note, 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 PRINCIPALLY USED FOR THE AGRICULTURAL PRODUCTION OF CROPS, LIVESTOCK, DAIRY OR AQUATIC GOODS, OR IS NOT MORE THAN FORTY (40) ACRES REGARDLESS OF USE, OR IS LOCATED WITHIN AN INCORPORATED CITY OR VILLAGE.

Duty to Maintain. Grantor shall maintain the Property in good 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 Deed of Trust. 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 suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of

EXHIBIT A

Legal Description:

PARCEL NO. 1:
TOWNSHIP 10 SOUTH, RANGE 24 EAST OF THE BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

Section 19: Part of Gov't Lot 2, more particularly described as follows:

Beginning at the Northwest Corner of Gov't Lot 2 of Section 19, said corner marked by a 5/8 inch rebar which shall be the Point of Beginning;

Thence South 89°58'53" East along the north line of Gov't Lot 2 for a distance of 323.99 feet to a ½ inch rebar;

Thence South 01°27'24" East for a distance of 210.28 feet to a ½ inch rebar;

Thence North 88°48'18" West for a distance of 304.23 feet to a ½ inch rebar;

Thence North 88°48'18" West for a distance of 25.00 feet to the west line of Section 19;

Thence North 00°03'08" West along said line for a distance of 203.45 feet to the Point of Beginning.

PARCEL NO. 2:
TOWNSHIP 10 SOUTH, RANGE 24 EAST OF THE BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

Section 19: Part of Gov't Lot 1, more particularly described as follows:

Beginning at the Southwest Corner of Gov't Lot 1 of Section 19, said corner marked by a 5/8 inch rebar which shall be the Point of Beginning;

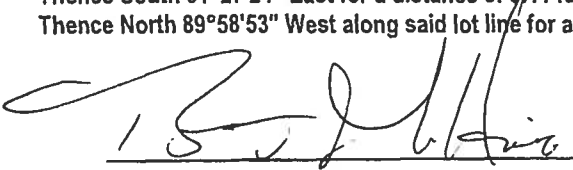
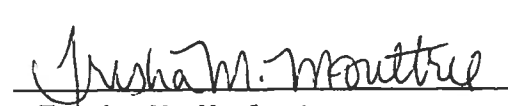
Thence North 00°03'08" West along the west line of Section 19 for a distance of 11.57 feet;

Thence South 89°22'03" East for a distance of 25.00 feet to a ½ inch rebar;

Thence South 89°22'03" East for a distance of 298.82 feet to a ½ inch rebar;

Thence South 01°27'24" East for a distance of 8.11 feet to a ½ inch rebar on the south line of Gov't Lot 1;

Thence North 89°58'53" West along said lot line for a distance of 323.99 feet to the Point of Beginning.


Bart J. Moultrie
Trisha M. Moultrie



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region • 650 Addison Ave W, Suite 500 • Twin Falls, Idaho 83301-5858

Phone: (208) 736-3033 • Fax: (208) 736-3037 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

October 27, 2017

BART MOULTRIE
TRISHA MOULTRIE
165 S 200 E
RUPERT ID 83350

D L EVANS BANK
PO BOX 87
TWIN FALLS ID 83303

RE: Change of Ownership and Notice of Security Interest in a Water Right for Water Right Nos.
36-11377

Dear Water Right Holders and Party Holding a Security Interest:

The department acknowledges receipt of correspondence changing ownership of and adding a security interest holder to the above referenced water rights. The department has modified its records to reflect the changes and has enclosed computer-generated reports for your records.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing an ownership change notice, the department does not review the history of water use to determine if the right has been forfeited 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 Sections 42-222 and 42-223, Idaho Code.

Also, please note that Section 42-248, Idaho Code, requires you or the owner of this water right to maintain current ownership and address records on file with the department. Forms to file a change of ownership of a water right and/or a change in the address of the water right owner are available from any department office, or at the department's website at: www.idwr.idaho.gov.

Please feel free to contact this office if you have any questions regarding this matter.

Sincerely,

Trish Fawcett
Technical Records Specialist

Enclosure(s)