

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

AUG 09 2017

Department of Water Resources
Eastern 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.
35-8083 <i>OK</i>	35-8663 <i>OK</i>		

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

Pacific Life Insurance Company

c/o AXA Equitable AgriFinance, LLC

4333 Edgewood Road NE

Cedar Rapids, Iowa 52499-5223

Phone 319.355.8063

Email awmartin@aegonusa.com

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

Horsch

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)

Stephen Noonan

Title, if applicable

Stephen Noonan, Chief Executive Officer

awh

For Office Use Only

Received by JB

Date

8/9/2017

Receipt No.

E043271

Fee

\$50.-

Processed by AJ

Date

8/9/2017

WR

JB

Date

8/9/2017

SUPPORT DATA

IN FILE # 35-8083

RETURN RECORDED DOCUMENT TO

Andrew W. Martin, Esq./jt
AXA Equitable AgriFinance, LLC
4333 Edgewood Rd. N.E.
Cedar Rapids, Iowa 52499-5223

Instrument # 689017

BINGHAM COUNTY, IDAHO
2017-08-03 11:21:15 AM No. of Pages: 18
Recorded for: FIRST AMERICAN TITLE - BLACKFO
PAMELA W. ECKHARDT Fee: \$45.00
Ex-Officio Recorder Deputy JPulley
Index To: MORTGAGE & FIXTURE FILING
Electronically Recorded by Simplifile

Loan Nos. 65717228,
65717229 and 65717230

**MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND FIXTURE
FILING**

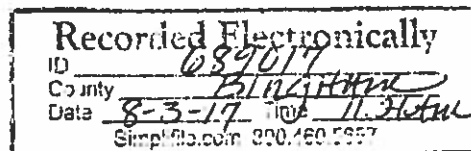
**THIS MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND
FIXTURE FILING ("Mortgage")** is made the 3 day of August, 2017 between
Dwight W. Horsch and Kathleen M. Horsch, whose principal residence is 855 Lucille Avenue,
Pocatello, Idaho 83201, hereinafter called "Mortgagor," and Pacific Life Insurance Company, a
Nebraska corporation, whose address is Attn: Law Department, 700 Newport Center Drive,
Newport Beach, CA 92660, hereinafter called "Lender."

WHEREAS, Dwight W. Horsch and Kathleen M. Horsch ("Borrower") are justly
indebted to the Lender in the sum of Four Million Eight Hundred Twenty-Five Thousand and
No/100 Dollars (\$4,825,000.00) ("Loan") with interest, all as set forth in their respective
promissory notes of even date herewith in the amounts of \$650,000.00, maturing July 1, 2032
(Loan No. 65717228), \$1,750,000.00, maturing July 1, 2037 (Loan No. 65717229), and
\$2,425,000.00, maturing July 1, 2037 (Loan No. 65717230) (as may be amended, modified,
restated or replaced from time to time, collectively the "Notes" or any one a "Note").

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that, to secure (i) the
payment of the principal of and interest on the Notes, (ii) the performance and observance of the
covenants, conditions, agreements, representations, warranties and other liabilities and obligations
of Mortgagor or any other obligor to or benefiting Lender which are evidenced or secured by or
otherwise provided in the Notes, this Mortgage or any of the other loan documents delivered by
Mortgagor or any other obligor in favor of Lender in connection with the Loan (collectively, the
"Loan Documents"), and (iii) the reimbursement to Lender of any and all sums incurred,
expended or advanced by Lender pursuant to any term or provision of or constituting additional
indebtedness under or secured by this Mortgage, any of the other Loan Documents, and in

RETURN RECORDED DOCUMENT TO

Andrew W. Martin, Esq./jt
AXA Equitable AgriFinance, LLC
4333 Edgewood Rd. N.E.
Cedar Rapids, Iowa 52499-5223



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65717229 and 65717230

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otherwise provided in the Notes, this Mortgage or any of the other loan documents delivered by
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"**Loan Documents**"), and (iii) the reimbursement to Lender of any and all sums incurred,
expended or advanced by Lender pursuant to any term or provision of or constituting additional
indebtedness under or secured by this Mortgage, any of the other Loan Documents, and in

consideration of the premises the Mortgagor by these presents does grant, bargain, sell, convey, transfer, assign, mortgage, pledge, warrant and confirm unto the Lender the following described real estate ("Real Estate") situate in Bingham County, State of Idaho, to wit:

See attached Exhibit "A", which is incorporated herein by reference.

TOGETHER WITH (1) all easements, rights-of-way, hereditaments, and rights appurtenant to said Real Estate or used in connection therewith or as a means of access thereto; (2) all water, water rights, water permits, water stock or licenses, culverts, ditches, ponds, waterways and drainage rights appertaining to said Real Estate, whether riparian or appropriative; (3) all leases (including, but not limited to, oil, gas and mineral leases), subleases or occupancy agreements now or hereafter affecting said Real Estate; (4) all buildings, structures, improvements, fixtures, watering and irrigation apparatus, pumps, motors, generators, pipes, center pivot irrigators and sprinklers, wells, windmills, fences, attachments, and other articles now or hereafter erected on, affixed or attached to, or on said Real Estate which are real property, and all substitutions, replacements, additions and accessions thereof or thereto; (5) all rents, issues, profits, royalties, bonuses, income and other benefits derived from or produced by said Real Estate (subject, however, to the assignment of rents and profits to Lender herein); (6) all awards made for the taking by condemnation or the power of eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of said Real Estate; (7) all timber standing or to be cut, minerals or the like (including oil and gas), any and all fruit or nut bearing bushes, trees or vines presently or hereafter located on the above described Real Estate; and (8) all claims or demands to the proceeds of all insurance now or hereafter in effect with respect to any and all of the foregoing, which Mortgagor now has or may hereafter acquire, Mortgagor hereby agrees, acknowledges and confirms that such fruit or nut bearing bushes, trees or vines are part of the "real estate" comprising the above described Real Estate and will remain a part of the above described Real Estate throughout the term of the Loan made by Lender to Borrower that is secured by this Mortgage.

AND ALSO, Mortgagor, as debtor, irrevocably grants and assigns to Lender, as secured party, a security interest in all of the following collateral which is personal property now or hereafter owned by Mortgagor or in which Mortgagor now or hereafter has any rights and which is now or hereafter located on or at, or affixed or attached to, or produced from, or used in connection with said Real Estate, including: all (a) crops growing or to be grown; (b) permits and licenses used in the operation of the Real Estate; (c) all personal property listed on Exhibit "B" attached hereto and made a part hereof; and (d) personal property of the same general kind or class as otherwise described in this paragraph which Mortgagor may now own or hereafter acquire, used or usable in the operation of or relating to the Real Estate; and all products and proceeds from the sale or other disposal thereof, including, without limitation, all payments or unearned premiums on or under any insurance policies, substitutions and replacements, additions, accessions of or to said collateral and any indemnity, warranty or guaranty relating to any of the foregoing (all of the foregoing property shall be hereinafter collectively referred to as the "Collateral"; the Real Estate and the Collateral shall hereinafter be collectively referred to as the "Property"). **PROVIDED HOWEVER**, that nothing in this Mortgage shall prevent Mortgagor from obtaining secured crop financing which may include the perfection of a lien by the crop lender on the crops growing or to be grown for a period not to exceed the beginning of the next crop year. If Mortgagor exercises its right to place a single crop lien on the crops grown or to be grown on the Real Estate hereunder,

such crop lien shall automatically be a superior lien to the lien on such crop created hereby without the need for any consent or subordination from Lender.

TO HAVE AND TO HOLD the same unto the Lender, its successors and assigns, forever.

PROVIDED, ALWAYS, that if the Mortgagor, Mortgagor's heirs, personal representatives, successors or assigns, shall pay unto the Lender, its successors or assigns, the said sum of money mentioned in the Notes and the interest thereon at the times and place and in the manner specified in the Notes, and all other sums that may become due and owing to the Lender pursuant to any of the terms, covenants and conditions hereof, and perform all the conditions and covenants contained in this Mortgage, then these presents and the estate hereby granted shall cease, terminate and be void, and shall be released by the Lender at the expense of the Mortgagor, otherwise to remain in full force and effect.

AND SUBJECT to the covenants and conditions hereinafter set forth.

1. Covenants of Mortgagor. The Mortgagor hereby covenants and agrees, to the extent permitted by law, as follows:

(a) Principal and Interest: To pay or cause to be paid promptly when due the principal and interest and other sums of money provided for in the Notes and in this Mortgage;

(b) Taxes and Assessments: To pay all taxes, assessments and other charges (including ditch, canal, reservoir, or other water charges, taxes or assessments) imposed by law upon the Property, the Lender's interest therein, or upon the Mortgage or the Notes; provided however, in the event of the passage of any law changing the laws for the taxation of mortgages or debts secured by mortgages so as to affect this Mortgage, the entire indebtedness secured hereby shall, at the option of the Lender, become due and payable;

(c) Good Condition and Repair: To keep the Property and any improvements to the Real Estate in good condition and repair and not to commit or suffer waste thereof, and except as authorized in any schedule annexed hereto and forming a part hereof, neither to remove nor permit the removal of any timber, buildings, oil, gas, minerals, stone, rock, clay, fertilizer, gravel or top soil from the Real Estate without the prior written consent of the Lender;

(d) Location of Collateral: To keep the Collateral located on the Real Estate;

(e) Irrigation and Water Practices: To use and manage any irrigated lands in accordance with sound irrigation and water use practice and in a manner that will maintain all of the water rights appurtenant to the Real Estate in full force and effect, and not, without the prior written consent of the Lender, (i) to permit the transfer, diversion, and/or use of said water rights to lands not mortgaged hereunder, or (ii) to change the point or points of diversion of such water;

(f) Property Insurance: To maintain and deliver to the Lender policies of insurance against such hazards on the buildings now or hereafter located on the Real Estate

as the Lender may require from time to time, in such companies and amounts and with such loss payable clauses as shall be satisfactory to the Lender; in the event of loss the Lender is expressly authorized to settle or compromise claims under said policies and the proceeds shall be paid to the Lender who may apply same or any part thereof on the indebtedness secured hereby or towards the reconstruction or repair of said buildings or release same to the Mortgagor;

(g) Liens and Charges: To pay any lien, claim or charge against the Real Estate which might take precedence over the lien hereof;

(h) Legal and Title Expenses: To pay on demand all legal expenses, title searches, or attorneys' fees reasonably incurred or paid by the Lender to collect any or all of the Notes or foreclose or protect the lien of the Mortgage;

(i) UCC Security Interests: To do any and all acts all in a timely and proper manner and in a form satisfactory to Lender, requested by Lender to protect and preserve the security interests granted hereunder pursuant to the Uniform Commercial Code ("UCC") as in effect from time to time in the state where the Collateral is located except to the extent the UCC provides for the application of the law of the state of location of the Mortgagor in which event the UCC as in effect from time to time, in such state shall apply, and to pay the cost of filing such statements in all public offices requested by Lender; and to do any and all acts as shall hereafter be reasonably requested by Lender to effectuate the intent hereof and to render all of the Property available for the security and satisfaction of the indebtedness secured hereby and to enable Lender to sell and/or convey the Property pursuant to the terms hereof;

(j) No Sale: Not to sell or transfer the Real Estate or any portion thereof, or, if the Mortgagor is a corporation, partnership, limited liability company or association not more than 0.00% of its corporate stock, partnership interests, membership or equity interests shall be sold, traded or disposed of to persons other than the present owners. Provided, however, that in the event the Lender shall in Lender's sole discretion, permit any sale or transfer of the Real Estate or any portion thereof, Lender may condition such permission on the payment of such fees and costs and the providing of such title insurance and documentation as Lender may desire;

(k) Condemnation Awards: If the Real Estate or any portion thereof shall be taken or damaged under the power of eminent domain, the award for any Real Estate so taken or damaged (including severance damages to the remaining Property) shall be paid to the Lender and applied in full or in part at the option of the Lender in reduction of the indebtedness hereby secured;

(l) Inspection: Lender shall have the right to inspect the Property at such reasonable times as the Lender may desire to determine the Mortgagor's compliance with the covenants contained in this Mortgage; and

(m) Warranty of Title: Mortgagor is lawfully seized of said Property in fee simple, free from encumbrances except as may otherwise be specifically noted herein or

waived in writing by the Lender, Mortgagor will execute or procure any further necessary assurances of title and does hereby warrant generally the title to said Property and will forever defend the same against the claims and demands of all persons whomsoever, and Mortgagor's separate estate, whether vested, contingent or in expectancy, is hereby conveyed and Mortgagor does hereby expressly waive, release and relinquish all rights and benefits of any homestead, dower, curtesy, appraisement, exemption and stay laws of the state in which the Real Estate is located.

2. **Events of Default.** It shall be an "Event of Default" under this Mortgage if any of the following events shall occur:

(a) **Payment:** failure to pay when due any payment under this Mortgage, any Note or any other Loan Documents;

(b) **Performance:** Mortgagor and/or Borrower or other obligor fails to perform or cause to be performed any other obligation or observe any other condition, covenant, term, agreement or provision required to be performed or observed by Mortgagor and/or Borrower and/or other obligor under the Notes, this Mortgage or any of the other Loan Documents;

(c) **Bankruptcy:** Mortgagor, Borrower, or other obligor makes an assignment for the benefit of creditors or files a petition for relief under the United States Bankruptcy Code or any other similar statute as now or hereafter in effect, or is adjudicated, bankrupt or insolvent or an involuntary bankruptcy petition is filed against Mortgagor, Borrower, or other obligor that is not dismissed within 60 days of filing;

(d) **Receiver:** the appointment of any receiver, liquidator or trustee for Mortgagor;

(e) **Dissolution:** the dissolution, termination or merger of Mortgagor or any guarantor of the Notes or the occurrence of the death or declaration of legal incompetency of any individual guarantor of the Notes; or

(f) **Representation/Warranty:** the existence of any inaccuracy or untruth in any material respect in any representation or warranty contained in this Mortgage or any of the other Loan Documents or of any statement or certification as to facts delivered to Lender by Mortgagor, Borrower or other obligor.

3. **Remedies.** Upon the occurrence of an Event of Default:

(a) **Acceleration:** the entire indebtedness hereby secured shall, at the option of the Lender and without notice to the Mortgagor, be due and collectible at once; and/or

(b) **Foreclosure:** Lender may institute judicial foreclosure proceedings to sell the Property or, when available under applicable statutes or rules of practice proceed to sell the Property by non-judicial power of sale in accordance with applicable state law, and in such an event this provision shall be deemed as authorizing and constituting a power of sale as mentioned in said statutes or rules; and/or

(c) Legal and Equitable Remedies: Lender may pursue every legal and equitable remedy available at law and equity and including, without limiting the generality of the foregoing, the right, ex parte, to the appointment of a receiver of the Property without consideration of the value of the Property as security for amounts due or the solvency of any person liable for the payment of such amounts, the right to specifically enforce any of the covenants hereof; the remedies of a grantee under the UCC (regardless of whether the UCC has been enacted in the jurisdiction where rights or remedies are asserted), the right to take possession of the Collateral and enter the Real Estate on which the Collateral or any part thereof may be situated and remove the same therefrom, the right to resell the Collateral at any place Lender elects and deliver a bill of sale therefor, the right to require Mortgagor to make the Collateral available to Lender at a place designated by Lender and reasonably convenient to both parties, and without removal, the right to render the Collateral unusable and to dispose of the Collateral; provided that unless the Collateral is perishable or threatens to decline speedily in value Lender shall send Mortgagor at least ten (10) days prior written notice of the time and place of any public sale of the Collateral or of the time after which any private sale or any other intended disposition is to be made, by United States mail, postage prepaid, to the address set forth above, and Lender may bid and purchase Collateral at public or private sale; and/or

(d) Corrective Action: Lender may, but shall have no duty to, take such action as is necessary, in the sole and absolute discretion of the Lender, to remedy any failure of performance by Mortgagor hereunder, and all sums paid by the Lender pursuant hereto with interest at the rate set forth in the Notes from time to time or the highest lawful rate permitted by contract under applicable law, whichever is lesser, shall constitute a lien upon the Property, shall be secured by this Mortgage, and shall be immediately due and repayable to the Lender.

(e) Shared Collateral: In the event any of the Collateral for this Loan is the same as or included in collateral for a subsequent or prior loan ("Other Lender Loan") by Lender or any of its affiliates or assigns, in the event of a Borrower default of this Loan or any Other Lender Loan, Lender may, at Lender's option, exercise any of its default remedies under this Mortgage or the mortgage of an Other Lender Loan.

4. No Further Liens or Encumbrances. Mortgagor acknowledges that Mortgagor's current financial position is an important factor in Lender's decision to advance the funds represented by the Notes. Mortgagor therefore has agreed, in order to provide assurance to Lender with regard to Mortgagor's financial position, that Mortgagor shall not allow any lien or encumbrance other than this Mortgage and the lien for taxes which are not yet due and payable to be placed on all or any part of the Real Estate described above EXCEPT a lien junior and inferior to this Mortgage may be placed on all or a part of said Real Estate in favor of CHS Capital, LLC in a principal amount not to exceed One Million Four Hundred Fifty Thousand and No/100 Dollars (\$1,450,000.00) immediately following the recordation of this Mortgage.

5. Successors and Assigns. The covenants herein contained shall bind, and the benefits and the advantages thereof shall inure to the respective heirs, personal representatives, successors, and assigns of the parties hereto. In this Mortgage, unless the context otherwise requires, words in the singular include the plural, words in the plural include the singular, and

words in the masculine gender shall include the feminine and the neuter. Whenever the term "Mortgagor" shall include more than one person or entity, their liability hereunder shall be joint and several.

6. Mortgagor Waivers. Notwithstanding the existence of any other liens in said Real Estate or security interests in said Collateral held by Lender or by any other party, Lender shall have the right to determine the order in which any or all of the said Property shall be subjected to the remedies provided herein. Lender shall have the right to determine the order in which the indebtedness secured hereby is satisfied from the proceeds realized upon the exercise of the remedies provided herein. Mortgagor, any party who consents to this Mortgage, and any party who now or hereafter acquires a lien or security interest in said Property and who has actual or constructive notice of this Mortgage hereby expressly waives and relinquishes any and all rights to demand or require the marshaling of liens or the marshaling of assets by Lender in connection with the exercise of any of the remedies provided herein or permitted by applicable law. Mortgagor expressly waives and relinquishes any and all rights and remedies Mortgagor may have or be able to assert by reason of laws relating to the rights and remedies of sureties or guarantors.

7. Rents and Profits. Mortgagor absolutely and irrevocably assigns and transfers to Lender all rents, issues, profits, royalties, bonuses, income and other benefits derived from or produced by said Property (all of the foregoing are herein collectively referred to as the "Rents and Profits"). Mortgagor hereby gives to and confers upon Lender the right, power and authority to collect said Rents and Profits. Mortgagor irrevocably appoints Lender its true and lawful attorney-in-fact, at the option of Lender at any time and from time to time, either with or without taking possession of said Property, to demand, receive and enforce payment, to give receipts, releases and satisfactions, and to sue, in the name of Mortgagor or Lender, for all said Rents and Profits and apply the same to the indebtedness secured hereby. Mortgagor shall, nevertheless, have a license to collect and retain said Rents and Profits as the same become due and payable but only before the occurrence of an Event of Default under this Mortgage and as long as no such Event of Default exists. The assignment of said Rents and Profits is intended to be a present and absolute assignment from Mortgagor to Lender and not merely the creation of a security interest. Lender's right, power and authority to collect said Rents and Profits is not contingent upon Lender's taking possession of said Property. Upon the occurrence of an Event of Default under this Mortgage, Mortgagor's license to collect the Rents and Profits shall automatically terminate without notice, and Lender may, and as long as any such Event of Default exists, either in person, by agent or by a receiver appointed by a court, and without regard to the value of said, Property, or any part thereof, in its own name sue for or otherwise collect said Rents and Profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including attorneys' fees, upon any indebtedness secured hereby, and in such order as Lender may determine. The collection of said Rents and Profits, or the entering upon and taking possession of said Real Estate, or the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default.

8. Partial Invalidity. The invalidity of any provision of this Mortgage shall not affect the remaining provisions of this Mortgage or any part thereof and this Mortgage shall be construed as if such invalid provision, if any, had not been inserted herein.

9. Environmental Matters. Mortgagor shall not permit or suffer any waste to or on the Property and will not permit or conduct either the generation, treatment, storage or disposal of hazardous waste, as defined in the Resource Conservation and Recovery Act, or the disposal on the Real Estate of petroleum or any hazardous substance, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act, and will perform all remedial actions reasonably necessary as the result of the presence of any such hazardous wastes, petroleum or hazardous substances on, at or near the Real Estate. Mortgagor shall be personally liable for and agrees to indemnify, defend with counsel satisfactory to Lender and hold Lender harmless against any loss, damage, or liability suffered by the Lender, including but not limited to attorneys' fees, due to the presence of any such hazardous waste, petroleum or hazardous substance at, on or near the Real Estate, and Mortgagor shall be liable for compliance (and for costs associated therewith) with any directive or order by any governmental entity relating to the presence of any such hazardous waste, petroleum or hazardous substance on, at, or near the Real Estate. Mortgagor will deliver promptly to the Lender (i) copies of any documents received from the United States Environmental Protection Agency and/or any state, county or municipal environmental or health agency concerning the Mortgagor's operations upon the Real Estate and (ii) copies of any documents submitted by the Mortgagor to the United States Environmental Protection Agency and/or any state, county or municipal environmental or health agency concerning operations on the Real Estate. Mortgagor agrees that, notwithstanding any provision to the contrary in this Mortgage, this indemnification and hold harmless shall survive the release or reconveyance of this Mortgage, whether pursuant to payment in full of the Notes, or judicial or non-judicial foreclosure under this Mortgage, or otherwise.

10. No Unlawful Activity. Mortgagor, its successors and assigns and each of them, represent and warrant that; (a) the Property involved in this transaction does not represent and was not purchased with the proceeds of any unlawful activity under any state, federal or foreign law; and (b) the Property is not and will not be used for or involved with unlawful drug or controlled substance production, distribution or ancillary operations and no unlawful activity under any state, federal or foreign law is or will be conducted on the Property.

11. Mortgage as a Security Agreement. This Mortgage constitutes a security agreement within the meaning of the UCC with respect to any part of the Property which may now or hereafter be characterized by law as personal property, and in the event of the occurrence of any Event of Default under this Mortgage which continues beyond the applicable notice and cure period, if any, the Lender shall have all the rights and remedies of a secured party under the UCC, as well as all other rights and remedies available hereunder or under this Mortgage at law or in equity. Mortgagor authorizes Lender to file one or more financing statements and continuation statements describing the Collateral and hereby ratifies any such financing statement or continuation statement previously filed by Lender. Mortgagor will, from time to time, within ten (10) days after request by the Lender, execute, acknowledge and deliver any financing statement, continuation statement or other document that the Lender might request in order to perfect, protect, preserve, continue, extend or maintain the security interest created by and the priority of this Mortgage and will, on demand, pay any expenses incurred by the Lender in the preparation, execution and filing of any such documents. Mortgagor represents and warrants that: (a) all Collateral is located in the state in which the Real Estate is located; (b) Mortgagor's chief executive office or principal residence is Mortgagor's address set forth in the first paragraph of this Mortgage; (c) Mortgagor's

state of organization, if applicable, is as set forth in the first paragraph of this Mortgage; and (d) Mortgagor's exact legal name is as set forth in the first paragraph of this Mortgage.

12. **Governing Law.** This Mortgage shall be governed by and construed and interpreted in accordance with the internal laws of the state in which the Real Estate is located except and only to the extent the UCC provides otherwise.

13. **Notice.** Each notice, consent, request, report or other communication under this Mortgage or any of the other Loan Documents (each a "Notice") which any party hereto may desire or be required to give to the other shall be deemed to be an adequate and sufficient notice if given in writing and service is made by either (i) registered or certified mail, postage prepaid, in which case notice shall be deemed to have been received three (3) business days following deposit to U.S. mail; or (ii) nationally recognized overnight air courier, next day delivery, prepaid, in which case such notice shall be deemed to have been received one (1) business day following delivery to such nationally recognized overnight air courier. All notices shall be addressed to Mortgagor at its address given on the first page hereof, or to Lender at c/o AXA Equitable AgriFinance, LLC, 4333 Edgewood Rd. N.E., Cedar Rapids, Iowa 52499-5223, Attn: Investment Officer, Loan 65717228, or to such other place as any party may by written notice to the other parties hereafter designate as a place for service of notice. Mortgagor shall not be permitted to designate more than one place for service of Notice concurrently.

14. **Multiple Counties.** To the extent the Real Estate covers property located in more than one county in the state in which the Real Estate is located, then upon the occurrence of an event of default, Mortgagor agrees that a foreclosure sale of the Property may be held in any one or more of the counties where any part of the Real Estate lies and that any other action or proceeding, judicial or nonjudicial, including, without limitation, a non-judicial foreclosure action in connection with the Loan Documents, or any one of them, may be prosecuted, brought and maintained in any one or more of the counties in which the Real Estate is located. The Notes may be collected as part of any foreclosure proceedings or in separate litigation, as determined by the Lender in its sole and absolute discretion. To the extent permitted by law, Lender shall have the full power to select the county or counties in which sale of the Property is to be made, and Lender's selection shall be binding upon Mortgagor and shall permit the sale of the whole or any part of the Real Estate and Collateral (if applicable) to be made in any one of the counties in which part of the Real Estate is located. The Property may be sold in parcels or as a whole, without taking possession of the same, and in any order, and to the extent permitted by applicable law, at public auction to the highest bidder for cash or cash equivalent in lawful money of the United States payable at the time of sale. Mortgagor waives and relinquishes any and all rights it may have, whether at law or equity, to require Lender to proceed to enforce or exercise any rights, powers or remedies Lender may have under this Mortgage or any of the duplicates of this Mortgage in any particular manner or order or in any particular county. Lender shall have the right to determine the order in which any or all of the Property shall be subjected to the remedies provided in this Mortgage or any duplicate of this Mortgage or applicable law. Mortgagor and any party who now has or may in the future have a security or other interest in any of the Property waives any and all right to require the marshaling of assets or to require that any of the Real Estate be sold in parcels, or as an entirety, or in any combination, in connection with the exercise of any of the remedies permitted by applicable law. If the lien of this Mortgage, or any of the duplicates of this Mortgage is invalid or unenforceable as to any parcel of the Real Estate, the unsecured or partially secured

portion of the indebtedness secured by this Mortgage, or any duplicate of this Mortgage shall be completely paid prior to the payment of the remaining secured or partially secured portions of such indebtedness.

15. Merger. No merger shall occur as a result of Lender's acquiring any other estate in or any other lien on the Property unless Lender consents to a merger in writing.

IN WITNESS WHEREOF, each of the undersigned has signed, sealed and delivered this Mortgage as of the day and year first above written.

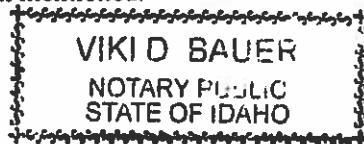
Dwight W. Horsch
Dwight W. Horsch

Kathleen M. Horsch
Kathleen M. Horsch

STATE OF IDAHO)
COUNTY OF Bingham) SS.

I, Vik D. Bauer, a notary public in and for said county and state, do hereby certify that on this 1 day of August, 2017, personally appeared before me the within named Dwight W. Horsch, to me known to be the individual described in and who executed and whose name is subscribed to the within and foregoing instrument, and duly acknowledged to me that he signed and executed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

(SEAL)



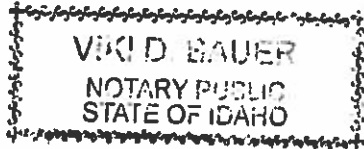
Vik D. Bauer
Notary Public

My Commission Expires: 3-29-20
Residing at Blackfoot, ID

STATE OF IDAHO)
) SS.
COUNTY OF Bingham)

I, Vicki D. Bauer, a notary public in and for said county and state, do hereby certify that on this 1 day of August, 2017, personally appeared before me the within named Kathleen M. Horsch, to me known to be the individual described in and who executed and whose name is subscribed to the within and foregoing instrument, and duly acknowledged to me that she signed and executed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

(SEAL)



Vicki D. Bauer
Notary Public

My Commission Expires: 3-29-20
Residing at Blackfoot, ID

Tax statements for the real property described in this instrument should be sent to:

Dwight Horsch
855 Lucille Avenue
Pocatello, Idaho 83201

This document drafted by:

Andrew W. Martin, Esq./jt
AXA Equitable AgriFinance, LLC
4333 Edgewood Rd. N.E.
Cedar Rapids, Iowa 52499-5223

EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

Real property in the County of Bingham, State of Idaho, described as follows:

PARCEL 1:
Township 6 South, Range 31 East, Boise Meridian, Bingham County, Idaho
Section 11: N $\frac{1}{2}$ NW $\frac{1}{4}$

PARCEL 2:
Township 6 South, Range 31 East, Boise Meridian, Bingham County, Idaho
Section 2: N $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$

PARCEL 3:
Township 6 South, Range 31 East, Boise Meridian, Bingham County, Idaho.
Section 3: SW $\frac{1}{4}$ NW $\frac{1}{4}$; S $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$
EXCEPTING THEREFROM: a tract of land in the SW $\frac{1}{4}$ NW $\frac{1}{4}$ Section 3, Township 6 South, Range 31 East of the Boise Meridian, Bingham County, Idaho. Described as follows: Beginning at a point on the West line of said Section 3 which bears North 15°25'52" East, 1284.77 feet from the Southwest corner of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ (W $\frac{1}{4}$ Corner); thence North 15°25'52" East, along said West line, 234.89 feet; thence South 73°34'28" East, leaving said West line, 206.58 feet to a $\frac{1}{2}$ " rebar and plastic cap stamped PLS 843; thence South 13°17'45" East 37.99 feet to a $\frac{1}{2}$ " rebar and plastic cap stamped PLS 843; thence South 54°04'36" East 202.74 feet to a $\frac{1}{2}$ " rebar and plastic cap stamped PLS 843; thence South 69°38'19" East 64.18 feet to a $\frac{1}{2}$ " rebar and plastic cap stamped PLS 843; thence South 15°26'05" West 113.76 feet to a $\frac{1}{2}$ " rebar and plastic cap stamped PLS 843; thence North 75°29'43" West 478.72 feet to the True Point of Beginning.

ALSO INCLUDING: a tract of land in the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 3, Township 6 South, Range 31 East of the Boise Meridian, Bingham County, Idaho. Described as follows: Beginning at a point on the West line of said SE $\frac{1}{4}$ NW $\frac{1}{4}$, from which the Northwest corner of said SE $\frac{1}{4}$ NW $\frac{1}{4}$, as shown on Record of Survey for Dwight Horsch (Instrument No. 422605 in the Bingham County Recorder's Office), bears North 15°18'08" East 359.13 feet; thence South 00°04'15" West 346.48 feet to the South line of the N $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$; thence North 89°52'45" West, along said South line, 94.32 feet to the West line of said SE $\frac{1}{4}$ NW $\frac{1}{4}$; thence North 15°18'08" East along said West line 359.01 feet to the Point of Beginning.

PARCEL 4:
Township 6 South, Range 31 E.B.M., Bingham County, Idaho
Section 3: NW $\frac{1}{4}$ NW $\frac{1}{4}$ (Lot 4); N $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$
EXCEPT: Beginning at a point on the West line of said SE $\frac{1}{4}$ NW $\frac{1}{4}$, from which the Northwest corner of said SE $\frac{1}{4}$ NW $\frac{1}{4}$, as shown on Record of Survey for Dwight Horsch (Instrument No. 422605 in the Bingham County Recorder's Office), bears N. 15°18'08" E. 359.13 feet; thence S. 0°04'15" W. 346.48 feet to the South line of the N $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$; thence N. 89°52'45" W. along said South line 94.32 feet to the West line of said SE $\frac{1}{4}$ NW $\frac{1}{4}$; thence N. 15°18'08" E. along said West line 359.01 feet to the Point of Beginning.

ALSO EXCEPTING THEREFROM:
A tract of land in Government Lot 4 of Section 3, Township 6 South, Range 31 East of the Boise Meridian, Bingham County, Idaho, described as follows: Commencing at the Northwest corner of said Section 3 which is marked with a 5/8" rebar and aluminum cap stamped PLS 843; thence North 89°53'06" East, along the North line of said Section 854.66 feet to the True Point of beginning; thence North 89°53'06" East, continuing along said North line 302.52 feet; thence South 00°49'54" East, leaving said North line 143.93 feet to a $\frac{1}{2}$ " rebar and plastic cap stamped PLS 843; thence South 89°53'06" West 302.52 feet to a $\frac{1}{2}$ " rebar and plastic cap stamped PLS 843; thence North 00°49'54" West 143.93 feet to the True Point of Beginning.

ALSO EXCEPTING THEREFROM: a tract of land in the W $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 3, Township 6 South, Range 31 East of the Boise Meridian, Bingham County, Idaho. Described as follows:

Beginning at a point on the West line of said Section 3 which bears North 15°25'52" East, 1284.77 feet from the Southwest corner of the SW¼NW¼ (W¼ Corner); thence North 15°25'52" East, along said West line, 234.89 feet; thence South 73°34'28" East, leaving said West line, 206.58 feet to a ½" rebar and plastic cap stamped PLS 843; thence South 13°17'45" East 37.99 feet to a ½" rebar and plastic cap stamped PLS 843; thence South 54°04'36" East 202.74 feet to a ½" rebar and plastic cap stamped PLS 843; thence South 69°38'19" East 64.18 feet to a ½" rebar and plastic cap stamped PLS 843; thence South 15°26'05" West 113.76 feet to a ½" rebar and plastic cap stamped PLS 843; thence North 75°29'43" West 478.72 feet to the True Point of Beginning.

PARCEL 5:

Township 6 South, Range 31 E.B.M., Bingham County, Idaho

Section 3: SW¼NE¼, and Lots 2 and 3;

EXCEPTING from said Lot 3 a tract described as: Beginning at the Northwest corner of Lot 3 of said Section 3; and running thence on a meander line South 14°41' West 203.00 feet along the established West fence boundary line of said Lot 3; thence South 87°52' East 207.6 feet; thence North 14°09' East 45.4 feet; thence North 2°40' East 160.2 feet along a fence line to a point on the North line of said Lot 3; thence West 174.5 feet, more or less, along the North line of said Lot 3 to the Point of Beginning.

PARCEL 6:

Township 6 South, Range 31 E.B.M., Bingham County, Idaho

Section 3: Lot 1

EXCEPTING THEREFROM: Starting at the Northwest corner of Lot 1, Section 3, Township 6 South, Range 31 East of the Boise Meridian, and running thence due South 592 feet; thence due East 108 feet; thence North 592 feet; thence West 108 feet to the Point of Beginning.

PARCEL 7:

Township 6 South, Range 31 E.B.M., Bingham County, Idaho

Section 3: SE¼NE¼

PARCEL 8:

Township 6 South, Range 31 E.B.M., Bingham County, Idaho

Section 3: SE¼

EXCEPTING THEREFROM: A parcel of land in the SE¼SE¼ of Section 3, Township 6 South, Range 31 E.B.M., Bingham County, Idaho, described as follows: Commencing at the SE corner of said Section 3; thence N. 89°21'30" W. along the South line of said Section 586.23 feet; thence N. 0°38'30" E. 24.88 feet to the Northerly right-of-way of Airport Road; the True Point of Beginning; thence N. 89°05'21" W. along said right-of-way 441.59 feet; thence N. 0°38'30" E. 26.91 feet; thence N. 31°38'20" E. 77.88 feet; thence N. 44°11'31" E. 190.78 feet; thence S. 89°21'30" E. 270.03 feet; thence S. 0°38'30" W. 234.01 feet, to the True Point of Beginning

ALSO EXCEPTING THEREFROM: a tract of land in the SE¼SE¼ Section 3, Township 6 South, Range 31 East of the Boise Meridian, Bingham County, Idaho, described as follows: Commencing at the Southwest corner of said SE¼SE¼ (E1/16) which is marked with a 5/8" rebar and plastic cap stamped PLS 843; thence South 89°13'39" East, along the South line of Section, 84.91 feet; thence North 00°01'45" East, leaving said South line, 21.64 feet to a point on the Northerly right-of-way line of Airport Road (19005), said point being marked by a ½" rebar and plastic cap stamped PLS 843, the True Point of Beginning; thence North 00°01'45" East, leaving said Northerly right-of-way line, 248.36 feet to a ½" rebar and plastic cap stamped PLS 843; thence South 89°18'59" East 175.52 feet to a ½" rebar and plastic cap stamped PLS 843; thence South 00°01'45" West 248.63 feet to a point on said Northerly right-of-way line being marked with a ½" rebar and plastic cap stamped PLS 843; thence North 89°13'39" West, along said Northerly right-of-way line, 175.52 feet to the True Point of Beginning.

ALSO EXCEPTING THEREFROM: a tract of land in the SW¼SE¼ Section 3, Township 6 South, Range 31 East of the Boise Meridian, Bingham County, Idaho, described as follows:

Commencing at the Southwest corner of said SW $\frac{1}{4}$ SE $\frac{1}{4}$ (S $\frac{1}{4}$ Corner) of said Section 3, which is marked by a 5/8" rebar and aluminum cap stamped PLS 843; thence North 00°00'48" West, along the North-South center line of said section, 30.52 feet to a point on the northerly right-of-way line of Airport Road (19005), said point being marked with a 1/2" rebar and plastic cap stamped PLS 843, the True Point of Beginning; thence North 00°00'48" West, leaving said Northerly right-of-way line and along said North-South center line 381.60 feet to a 1/2" rebar and plastic cap stamped PLS 843; thence South 89°18'59" East, leaving said North-South center line 114.00 feet to a 1/2" rebar and plastic cap stamped PLS 843; thence South 00°00'48" East 381.43 feet to a point on the Northerly right-of-way line of Airport Road (19005), said point being marked with a 1/2" rebar and plastic cap stamped PLS 843; thence North 89°23'53" West, along said right-of-way line 114.00 feet to the True Point of Beginning.

ALSO EXCEPTING THEREFROM: a tract of land beginning at the intersection of a North-South and an East-West fence line which point is 25 feet North, more or less, and 25 feet West, more or less, from the Southeast corner of said Section 3; and running thence West along an East-West fence line 344 feet; thence North at right angles to the South Section line 43 feet; thence North 66°27' East 212.74 feet to a point 128 feet North of said East-West fence line; thence North 37°27' East 246.23 feet to a point on the North-South fence line which is North 324 feet from the Point of Beginning; thence South along the North-South fence line 324 feet to the Point of Beginning.

PARCEL 9:
Township 6 South, Range 31 E.B.M., Bingham County, Idaho
Section 2: Lot 4; and S $\frac{1}{2}$ NW $\frac{1}{4}$

PARCEL 10:
Township 6 South, Range 31 E.B.M., Bingham County, Idaho
Section 2: S $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ and Commencing at a point on the North line of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ which point lies N. 89°56' W. 248 feet from the NE corner of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section; and running from said point of beginning; thence S. 13°24' E. 310.8 feet; thence S. 63°08' W. 835.5 feet; thence N. 7°22' W. 245.5 feet; thence N. 67°49' W. 425.8 feet to a point on the West line of said Section 2; thence N. 0°11' W. 270 feet, more or less, along said West line to the NW corner of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section; thence S. 89°56' E. along the North line of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 1095 feet, more or less, to the Place of Beginning.

EXCEPT: Beginning at a point on the West line of said Section 2, from which the W $\frac{1}{4}$ corner bears N. 1,254.24 feet; thence E. 271.00 feet; thence S. 474.80 feet to the North line of the Bureau of Reclamation property on the Northerly side of Little Hole Draw; thence N. 67°38'00" W. along said North line 293.05 feet to the West line of said Section 2; thence North along said Section line 363.29 feet to the Point of Beginning.

EXCEPT: County Road along the West side of said tract.

PARCEL 11:
Portions of Sections 2 and 11, Township 6 South, Range 31 East, Boise Meridian, Bingham County, Idaho, described as follows: Beginning at the Quarter corner of said Sections 2 and 11, thence North 0°37' East 446.3 feet; thence South 73°51' West 741.6 feet; thence North 53°59' West 563.8 feet; thence South 65°43' West 182.1 feet; thence South 69°29' West 566.3 feet; thence South 30°50' West 360.7 feet; thence North 89°40' East 2044.9 feet to the Point of Beginning.

PARCEL 12:
Township 6 South, Range 31 E.B.M., Bingham County, Idaho
Section 2: SW $\frac{1}{4}$ SE $\frac{1}{4}$

EXCEPT: Beginning at the Northwest corner of said SW $\frac{1}{4}$ SE $\frac{1}{4}$, thence South 0°37' West along the West side of said SW $\frac{1}{4}$ SE $\frac{1}{4}$ 896.1 feet; thence North 68°28' East 203.3 feet; thence North 58°33' East 508.2 feet; thence North 6°28' West 417 feet; thence North 57°35' East 238 feet; thence South 66°25' East 189.5 feet; thence North 71°35' East 252.6 feet; thence South 15°14' West 183.3 feet; thence South 26°44' East 154.9 feet, more or less, to

the East line of said SW $\frac{1}{4}$ SE $\frac{1}{4}$; thence North 0°18' East along said East line of said SW $\frac{1}{4}$ SE $\frac{1}{4}$ 346.3 feet, more or less, to the Northeast corner of said SW $\frac{1}{4}$ SE $\frac{1}{4}$; thence North 89°29' West along the North line of said SW $\frac{1}{4}$ SE $\frac{1}{4}$ 1364.2 feet; more or less, to the Point of Beginning.

PARCEL 13:

Portions of Sections 2 and 11, Township 6 South, Range 31 East, Boise Meridian, Bingham County, Idaho, described as follows: Beginning at the East 1/16th corner of said Sections 2 and 11, thence South 00°02' West 649.6 feet; thence North 58°45' East 581.4 feet; thence North 24°23' East 393 feet; thence North 62°10' East 437.6 feet; thence North 0°28' West 611.7 feet; thence North 57°14' East 484.4 feet; thence North 58°00' West 703.1 feet; thence South 76°57' West 545.3 feet; thence South 39°34' West 495.6 feet; thence South 0°16' West 954.8 feet to the Point of Beginning.

PARCEL 14:

Township 6 South, Range 31 E.B.M., Bingham County, Idaho

Section 11: S $\frac{1}{2}$ NW $\frac{1}{4}$

EXCEPTING THEREFROM a tract of land in the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 11, Township 6 South, Range 31 East of the Boise Meridian, Bingham County, Idaho, described as follows: Commencing at the Southwest corner of said SW $\frac{1}{4}$ NW $\frac{1}{4}$ (W $\frac{1}{4}$ corner), said point being marked with a 5/8" rebar and aluminum cap stamped PLS 843; thence North 00°05'28" West, along the West line of said Section, 166.78 feet; thence North 89°54'32" East, leaving said West line, 18.82 feet to a point on the Easterly right-of-way line of Butte Round Road (2600W) to a 1/2" rebar and plastic cap stamped PLS 843, the True Point of Beginning; thence North 00°01'23" East, along said right-of-way line, 366.65 feet to a 1/2" rebar and plastic cap stamped PLS 843; thence North 89°54'32" East, leaving said right-of-way line, 119.24 feet to a 1/2" rebar and plastic cap stamped PLS 843; thence South 00°01'23" West 366.65 feet to a 1/2" rebar and plastic cap stamped PLS 843; thence South 89°54'32" West 119.24 feet to the True Point of Beginning.

ALSO EXCEPTING a tract of land in the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 11, Township 6 South, Range 31 East of the Boise Meridian, Bingham County, Idaho, described as follows: Commencing at the Southwest corner of said SW $\frac{1}{4}$ NW $\frac{1}{4}$ (W $\frac{1}{4}$ corner), said point being marked with a 5/8" rebar and aluminum cap stamped PLS 843; thence North 00°05'28" West, along the West line of said Section, 533.43 feet; thence North 89°54'32" East, leaving said West line, 19.55 feet to a point on the Easterly right-of-way line of Butte Round Road (2600W) to a 1/2" rebar and plastic cap stamped PLS 843, the True Point of Beginning; thence North 00°01'23" East, along said right-of-way line, 366.65 feet to a 1/2" rebar and plastic cap stamped PLS 843; thence North 89°54'32" East, leaving said right-of-way line, 119.24 feet to a 1/2" rebar and plastic cap stamped PLS 843; thence South 00°01'23" West 366.65 feet to a 1/2" rebar and plastic cap stamped PLS 843; thence South 89°54'32" West 119.24 feet to the True Point of Beginning.

PARCEL 15:

Township 6 South, Range 31 E.B.M., Bingham County, Idaho

Section 11: NW $\frac{1}{4}$ SW $\frac{1}{4}$

EXCEPTING THEREFROM: Commencing at the Southwest corner of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section, running thence North 539 feet; thence East 331 feet; thence South 539 feet; thence West 331 feet to the Point of Beginning.

Parcel 16:

A portion of Section 11, Township 6 South, Range 31 East, Boise Meridian, Bingham County, Idaho, described as: Beginning at a point 1138.4 feet North of the Southeast corner of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 11, thence South 49°49' West 466.5 feet; thence South 60°58' West 408.8 feet; thence South 38°51' West 254.1 feet; thence North 71°20' West 116.7 feet; thence North 26°48' West 268.8 feet; thence South 26°29' West 353.6 feet; thence North 41°14' West 122 feet to the West boundary of said NE $\frac{1}{4}$ SW $\frac{1}{4}$; thence North along the West boundary of said NE $\frac{1}{4}$ SW $\frac{1}{4}$ to the Northwest corner of said NE $\frac{1}{4}$ SW $\frac{1}{4}$; thence East along the North line of said NE $\frac{1}{4}$ SW $\frac{1}{4}$ to the Northeast corner of said NE $\frac{1}{4}$ SW $\frac{1}{4}$, thence South 197.9 feet, more or less, to the Point of Beginning.

EXCEPTING THEREFROM the following described land: Beginning at the center Quarter corner of said Section 11, thence South 00°10' East 197.9 feet along the North and South center line of said Section 11; thence South 49°52' West 467.1 feet; thence South 61°01' West 409.4 feet; thence South 38°51' West 254.1 feet; thence North 71°20' West 116.7 feet; thence North 25°48' West 100.3 feet; thence North 49°58' East 1192.9 feet to a point on the East and West center line of said Section 11; thence North 46°09' East 158.9 feet to a point on the North and South center line of said Section 11; thence North 34°51' East 455.7 feet; thence North 77°46½' East 613.9 feet; thence North 66°16" East 547.5 feet to a point on the North and South center line of the Northeast Quarter of said Section 11; thence South 45°12½' West 308.9 feet; thence South 71°46' West 1007.8 feet; thence South 14°52' West 311.7 feet to a point on the East and West center line of said Section 11; thence South 89°56' West 104.9 feet along said East and West center line to the Point of Beginning

PARCEL 17:

Beginning at the Southwest corner of the W½NE¼ of said Section 11, thence North 89°56' East along the South boundary of said W½NE¼ 104.9 feet, more or less, to a witness corner; thence North 14°52' East 311.7 feet; thence North 71°46' East 1007.8 feet to a point; thence North 45°12½' East 308.9 feet; thence North 0°03' East 399 feet; thence North 70°47' West 298.3 feet; thence North 15°06' West 226.4 feet; thence North 66°46' East 318.5 feet; thence North 8°01' East 57.3 feet; thence North 71°48' West 128.7 feet; thence South 87°05' West 362.1 feet; thence North 59°31' East 408.1 feet; thence North 89°01' East 173.4 feet, more or less, to a witness corner on the East boundary of said W½NE¼; thence North 0°02' East along the said East boundary of the W½NE¼ 711 feet to the Northeast corner of said West Half Northeast Quarter; thence North 89°25' West along the North boundary of said Section 11, 1371.05 feet, more or less, to the North Quarter corner of said Section 11; thence South 0°19' East 2689.2 feet, more or less, to the Point of Beginning.

EXCEPTING THEREFROM the following described land: Beginning at the center Quarter corner of said Section 11, thence South 00°10' East 197.9 feet along the North and South center line of said Section 11; thence South 49°52' West 467.1 feet; thence South 61°01' West 409.4 feet; thence South 38°51' West 254.1 feet; thence North 71°20' West 116.7 feet; thence North 25°48' West 100.3 feet; thence North 49°58' East 1192.9 feet to a point on the East and West center line of said Section 11; thence North 46°09' East 158.9 feet to a point on the North and South center line of said Section 11; thence North 34°51' East 455.7 feet; thence North 77°46½' East 613.9 feet; thence North 66°16" East 547.5 feet to a point on the North and South center line of the NE¼ of said Section 11; thence South 45°12½' West 308.9 feet; thence South 71°46' West 1007.8 feet; thence South 14°52' West 311.7 feet to a point on the East and West center line of said Section 11; thence South 89°56' West 104.9 feet along said East and West center line to the Point of Beginning.

PARCEL 18:

Township 6 South, Range 31 E.B.M., Bingham County, Idaho
Section 10: SE¼NE¼,

EXCEPT: Commencing at the SE corner of the NE¼NE¼ of said Section 10; thence South 474 feet to the True Point of Beginning; thence West 270 feet; thence South 255 feet; thence East 270 feet and thence North 255 feet to the True Point of Beginning.

PARCEL 19:

Township 6 South, Range 31 E.B.M., Bingham County, Idaho
Section 10: NE¼NE¼

EXCEPTING THEREFROM: A tract of land in the NE¼NE¼ of Section 10, Township 6 South, Range 31 East, Boise Meridian, Bingham County, Idaho. Described as follows: Beginning at a point on the North line of said Section 10, from which the NE corner of said Section bears South 89°19' East 657.28 feet; thence South 0°41' West 167.00 feet; thence North 89°19' West 411.00 feet; thence North 15°41' East 172.89 feet, to the North line of said Section; thence South 89°19' East 365.48 feet to the Point of Beginning.

ALSO EXCEPTING THEREFROM: that portion deeded for public road as described in right-of-way Deed recorded June 13, 1962, in Book 112, Page 69.

PARCEL 21:

A tract of land in Lot 3 of the NW¼ of Section 2, Township 6 South, Range 31 East of the Boise Meridian, Blingham County, Idaho, described as follows: Commencing at the N¼ corner of said Section 2, referenced by a closing corner lying North 13°32'24" East, 12.14 feet, a Bureau of Land Management Aluminum cap monument; thence North 89°32'16" West along the North line of said Section 2, for a distance of 145.28 feet to the S¼ Corner of Section 35, Township 5 South, Range 31 East of the Boise Meridian; thence North 89°33'00" West along the North line of said Section 2, for a distance of 1194.38 feet to the West 1/16th corner of the North line of said Section 2; thence South 13°52'09" West along the line between Government Lots 3 and 4, for a distance of 540.96 feet to a ½ inch rebar and plastic cap marked PLS 843, and the True Point of Beginning; thence continuing South 13°52'09" West along the Line between said Government Lots 3 and 4, for a distance of 891.53 feet to the Northwest 1/16th corner of said Section 2, monumented by a 5/8 inch rebar and aluminum cap marked PLS 843; thence South 89°00'53" East along the South line of said Government Lot 3, for a distance of 203.91 feet to a ½ inch rebar and plastic cap marked PLS 843; thence North 00°38'52" East 869.10 feet to the True Point of Beginning.

EXHIBIT B

PERSONAL PROPERTY

All of the following collateral which is now or hereafter owned by Mortgagor, as debtor, attached to, or produced from, or used in connection with the Real Estate described on Exhibit A attached hereto (the "Real Estate"), and the products and proceeds thereof:

1. Irrigation wells, watering and irrigation equipment including pumps, motors, generators, pipes, center pivot irrigators and sprinklers, water stock and water rights;

2. Specific items of personal property:

Irrigation Water Rights

License 35-8083 for 2.32 CFS, priority of 01/21/1983 for 116 acres from a well.

Total Combined = 1.044 GPM / 116 acres = 9.0 GPM per acre.

License 35-8663 for 1.06 CFS, priority of 04/01/1988 for 53 acres from a well.

477 GPM / 53 acres = 9.0 GPM per acre.

1.100 shares of Aberdeen Springfield Canal

Irrigation Equipment

(1) 150 hp motor and turbine pump

(2) 125 hp motors and turbine pumps

(1) 100 hp motor and turbine pump

(3) 75 hp motors and turbine pumps

(3) 60 hp motors and turbine pumps

(2) 50 hp motors and centrifugal pumps

29,000' of 6" to 18" diameter pvc mainline

(2) 8 tower Zimmatic pivots

(36) wheellines each 1,320' long

(10) handlines each 1,320' long



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N Skyline Dr., Ste A, Idaho Falls, Idaho 83402-1718

Phone: (208) 525-7161 FAX: (208) 525-7177 www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

August 11, 2017

Pacific Life Insurance Co
c/o AXA Equitable Agrifinance LLC
4333 Edgewood RD NE
Cedar Rapids, IA 52499-5223

RE: Notice of Security Interest in a Water Right 35-8083 & 35-8663

Dear Water Right Holder(s):

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

Updating the security interest record for a water right does not reconfirm the validity of the right. When processing a security interest notice, the department does not review the history of water use to determine if the right has been deliberately abandoned or 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.

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

Sincerely,

Jonie Barg
Technical Records Specialist

Enclosure

cc: Dwight Horsch
Kathleen Horsch