

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESRECEIVED
SEP 26 2016
DEPT OF WATER RESOURCES
SOUTHERN REGION**Notice of Security Interest in a Water Right****And Request for Notification of a Change in Ownership or Any Proposed
Or Final Action to Amend, Transfer, or Otherwise Modify a Water Right**Please print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.

1. Water Right No(s): 43-2294D, 43-2294G, 43-10289, 43-10425
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) Denton Whitaker, Cleta Whitaker
5. Expiration Date of Notification Period October 15, 2046
6. Is this a Renewal of Request for Notification? ☐ YES ☒ NO
7. Signature(s) (and title if applicable)
Loan Officer

For Office Use Only

Received by	Date	Fee
Received by <u>AM</u>	Date <u>9-26-2016</u>	<u>\$100-</u>
Processed by	Date	Receipt No. <u>5035735</u>
		WR Date

SUPPORT DATA
IN FILE # 43-2294D

CASSIA COUNTY
RECORDED FOR:
TITLEONE - BURLEY
03:18:25 PM 08-28-2016
2016-003591
NO. PAGES 6 FEE \$25.00
JOSEPH W. LARSEN
COUNTY CLERK
DEPUTY: CVELASQUEZ
Electronically Recorded by Simplifile

RECORDATION REQUESTED BY:

D. L. Evans Bank
Rupert Branch
318 S. Onelda
Rupert, ID 83360

WHEN RECORDED MAIL TO:

D. L. Evans Bank
Rupert Branch
318 S. Onelda
Rupert, ID 83360

SEND TAX NOTICES TO:

Denny and Cieta Whitaker Living Trust
2146 South 2350 East
Malta, ID 83342-8612

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

16296850
SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MORTGAGE

THIS MORTGAGE dated August 26, 2016, is made and executed between Denny Whitaker and Cieta Whitaker, as Trustees or their successors ~~interest~~ under the Denny and Cieta Whitaker Living Trust, dated August 28, 1995 and any amendments thereto (referred to below as "Grantor") and D. L. Evans Bank, whose address is 318 S. Onelda, Rupert, ID 83360 (referred to below as "Lender"). **in trust

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, grants, bargains, sells and conveys to Lender 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, watercourses 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 Cassia County, State of Idaho:

TOWNSHIP 14 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 8: Part of the S $\frac{1}{2}$, more particularly described as follows:

Beginning at the Southwest corner of Section 8, said corner marked by a 5/8 inch rebar with a 3 inch aluminum cap on top; thence South 89°51'15" East along the south line of Section 8 for a distance of 2659.12 feet to a U. S. GLO iron pipe with brass cap on top at the South $\frac{1}{4}$ corner of Section 8; thence North 89°54'58" East along the south line of Section 7 for a distance of 637.49 feet to a $\frac{1}{2}$ inch rebar which shall be the Point of Beginning; Thence North 39°13'33" West for a distance of 1005.79 feet to a $\frac{1}{2}$ inch rebar on the west line of the SE $\frac{1}{4}$; Thence North 00°06'24" East along said line for a distance of 1861.91 feet to a 5/8 inch rebar at the Center $\frac{1}{4}$ corner of Section 8; Thence North 89°56'08" East along the north line of the SE $\frac{1}{4}$ for a distance of 2664.78 feet to a 5/8 inch rebar with a 3 inch aluminum cap on top at the East $\frac{1}{4}$ corner of Section 8; Thence South 00°10'13" East along the east line of Section 8 for a distance of 2641.07 feet to a 5/8 inch rebar with a 3 inch aluminum cap on top at the Southeast corner of Section 8; Thence South 89°54'58" West along the south line of Section 8 for a distance of 2030.07 feet to the Point of Beginning.

Together with the water rights represented by Idaho State Department of Water Resources Water Right No. 43-2294D with a claimed priority of March 5, 1946 to 0.514 cfs of irrigation water from groundwater and Water Right No. 43-2294G with a claimed priority of March 5, 1946 to 2.05 cfs of irrigation water from groundwater and Water Right No. 43-10289 with a claimed priority of April 1, 1959 0.56 cfs of irrigation water from groundwater and Water Right No. 43-10425 with a claimed priority of April 1, 1959 to 3.55 cfs of irrigation water from groundwater together with any and all other water rights and ditch rights appurtenant to the above described premises.

Together with all irrigation equipment and additions thereto and replacements thereof now owned or hereafter acquired by the borrowers and used in the irrigation of the above premises, especially but not limited to pumps, pipe, casing, motor and electrical panels and accessories to each including but not limited to:
Well: 200 HP GE motor with Layne and Bowler turbine pump Booster; 50 hp GE motor with Cornell centrifugal pump 8 tower Zimmatic pivot with low pressure sprinker package 3 handlines of approximately 900 feet in length Approximately 1,100 feet of portable aluminum maniline of various sizes Approximately 5,600 feet of buried PVC mainline of various sizes All electrical components, valve openers, end plugs, rainbirds, sprinkler packages, clamps, gaskets, etc., necessary for the operation of the irrigation system as outlined.

The Real Property or its address is commonly known as 0 Bare Ground, Burley, ID 83318. The Real Property tax identification number is RP14S27E08400A; RP14S27E086000A; RP14S27E088700A.

CROSS-COLLATERALIZATION. In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of either Grantor or Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower and Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Borrower or Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

Grantor presently assigns to Lender 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 MORTGAGE, 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 MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Mortgage is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Mortgage and to hypothecate the Property; (c) the provisions of this Mortgage do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Borrower and Grantor shall pay to Lender all indebtedness secured by this Mortgage as it becomes due, and Borrower and Grantor shall strictly perform all Borrower's and Grantor's obligations under this Mortgage.

DLW