

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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AUG 01 2016

DEPT OF WATER RESOURCES
SOUTHERN REGION

RECEIVED

AUG 05 2016

Department of Water Resources
Eastern Region

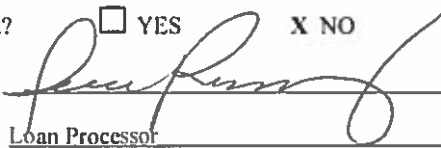
Notice of Security Interest in a Water Right
And Request for Notification of a Change in Ownership or Any Proposed
Or Final Action to Amend, Transfer, or Otherwise Modify a Water Right

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): 31-63K, 31-62K, 31-62L, 31-2337, and 31-63L
- 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) Dan Murdock and Steve Murdock
5. Expiration Date of Notification Period 7/14/2041
6. Is this a Renewal of Request for Notification? ☐ YES ☒ NO
7. Signature(s) (and title if applicable) 
Loan Processor

For Office Use Only

Received by	Date	Fee
Received by <u>DM</u>	Date <u>8-1-2016</u>	Receipt No <u>5035627</u>
Processed by	Date	WR <u>JB</u> Date <u>8/25/2016</u>

SUPPORT DATA

IN FILE # 31-62K

RECORDATION REQUESTED BY:

D. L. Evans Bank
Idaho Falls Branch
888 East 17th St
Idaho Falls, ID 83404

WHEN RECORDED MAIL TO:

D. L. Evans Bank
Idaho Falls Branch
888 East 17th St
Idaho Falls, ID 83404



Instrument # 424353

RIGBY, JEFFERSON, IDAHO
07-20-2016 03:16:38 PM No. of Pages 7
Recorded for: ALLIANCE TITLE - REXBURG OFFICE
COLLEEN C POOLE Fee \$28.00
Ex-Officio Recorder Deputy LK
Index to: MORTGAGE
Electronically Recorded by Simplifile

SEND TAX NOTICES TO:

Steven L. Murdock, Dan E. Murdock, Teresa Murdock and
Brenda Murdock
1702 East 2500 North
Hamer, ID 83426

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

ATEC 316086

MORTGAGE

THIS MORTGAGE dated July 18, 2016, is made and executed between Steven L. Murdock and Teresa Murdock, husband and wife, Tract 1 and Dan E. Murdock and Brenda Murdock, husband and wife, Tract 2 and Steven L. Murdock and Teresa Murdock, husband and wife, Dan E. Murdock and Brenda Murdock, husband and wife, Tracts 3, 4 and 4A (referred to below as "Grantor") and D. L. Evans Bank, whose address is 888 East 17th St, Idaho Falls, ID 83404 (referred to below as "Lender").

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 Jefferson County, State of Idaho:

TRACT 1:
TOWNSHIP 6 NORTH, RANGE 36 EAST, BOISE MERIDIAN, JEFFERSON COUNTY, IDAHO.

SECTION 1: SOUTHWEST QUARTER SOUTHWEST QUARTER

SECTION 2: SOUTHEAST QUARTER SOUTHEAST QUARTER

SECTION 11: EAST HALF NORTHEAST QUARTER

SECTION 12: WEST HALF WEST HALF

TRACT 2:
TOWNSHIP 7 NORTH, RANGE 36 EAST, BOISE MERIDIAN, JEFFERSON COUNTY, IDAHO.

SECTION 22: ALL THAT PORTION OF THE SOUTHEAST QUARTER SOUTHEAST QUARTER LYING SOUTH OF THE HAMER CANAL, AS THE SAME PRESENTLY EXISTS.

SECTION 27: NORTH HALF NORTHEAST QUARTER, SOUTHWEST QUARTER NORTHEAST QUARTER

ALL THAT PORTION OF THE SOUTHEAST QUARTER NORTHEAST QUARTER LYING EAST OF I-15.

EXCEPTING THEREFROM: BEGINNING AT THE SOUTHEAST CORNER OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 27; THENCE WEST 530 FEET; THENCE NORTHEASTERLY TO A POINT 170 FEET NORTH OF THE POINT OF BEGINNING; THENCE SOUTH 170 FEET TO THE POINT OF BEGINNING.

TRACT 3:
TOWNSHIP 8 NORTH, RANGE 36 EAST, BOISE MERIDIAN, JEFFERSON COUNTY, IDAHO.

SECTION 21: WEST HALF SOUTHWEST QUARTER

EXCEPTING THEREFROM: I-15

ALSO EXCEPTING THEREFROM: PART OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 8 NORTH, RANGE 36 EAST, BOISE MERIDIAN, JEFFERSON COUNTY, IDAHO DESCRIBED AS: (BASIS OF BEARING BEING THE IDAHO COORDINATE SYSTEM)

BEING AT A POINT THAT IS SOUTH 89°22'29" EAST 249.93 FEET ALONG THE EAST WEST CENTERLINE OF SAID SECTION 21 AND SOUTH 312.94 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 21 AND RUNNING THENCE SOUTH 89°58'11" EAST 100.00 FEET; THENCE SOUTH 0°01'43" EAST 100.00 FEET; THENCE NORTH 89°58'11" WEST 100.00 FEET; THENCE NORTH 0°01'43" WEST 100.00 FEET TO THE POINT OF BEGINNING.

AND ALSO EXCEPTING THEREFROM: A 20-FOOT WIDE ACCESS AND UTILITY EASEMENT BEING 10 FEET BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT ON THE NORTH SIDE OF A COUNTY ROAD THAT IS SOUTH 89°22'29" EAST 324.95 FEET ALONG THE EAST WEST CENTERLINE OF SAID SECTION 21 FROM THE WEST QUARTER CORNER OF SAID SECTION 21 AND RUNNING THENCE SOUTH 41.83 FEET ALONG THE CENTERLINE OF SAID 20-FOOT EASEMENT; THENCE SOUTH 5°21'15" WEST 271.49 FEET TO THE END OF SAID EASEMENT.

TRACT 4:

PART OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 8 NORTH, RANGE 36 EAST, BOISE MERIDIAN, JEFFERSON COUNTY, IDAHO DESCRIBED AS: (BASIS OF BEARING BEING THE IDAHO COORDINATE SYSTEM)

BEING AT A POINT THAT IS SOUTH 89°22'29" EAST 249.93 FEET ALONG THE EAST WEST CENTERLINE OF SAID SECTION 21 AND SOUTH 312.94 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 21 AND RUNNING THENCE SOUTH 89°58'11" EAST 100.00 FEET; THENCE SOUTH 0°01'43" EAST 100.00 FEET; THENCE NORTH 89°58'11" WEST 100.00 FEET; THENCE NORTH 0°01'43" WEST 100.00 FEET TO THE POINT OF BEGINNING.

TRACT 4A:
TOGETHER WITH A 20-FOOT WIDE ACCESS AND UTILITY EASEMENT BEING 10 FEET BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT ON THE NORTH SIDE OF A COUNTY ROAD THAT IS SOUTH 89°22'29" EAST 324.95 FEET ALONG THE EAST WEST CENTERLINE OF SAID SECTION 21 FROM THE WEST QUARTER CORNER OF SAID SECTION 21 AND RUNNING THENCE SOUTH 41.83 FEET ALONG THE CENTERLINE OF SAID 20-FOOT EASEMENT; THENCE SOUTH 5°21'15" WEST 271.49 FEET TO THE END OF SAID EASEMENT.

TOGETHER WITH THE WATER RIGHTS REPRESENTED BY IDAHO STATE DEPARTMENT OF WATER RESOURCES WATER RIGHT NO. 31-10530 WITH A CLAIMED PRIORITY OF MAY 1, 1949 TO 0.18 CFS OF GROUND WATER AND WATER RIGHT NO. 31-63K WITH A CLAIMED PRIORITY OF MAY 1, 1928 TO 0.86 CFS OF GROUND WATER AND WATER RIGHT NO. 31-62K WITH A CLAIMED PRIORITY OF OCTOBER 31, 1917 TO 2.06 CFS OF GROUND WATER AND WATER RIGHT NO. 31-62L WITH A CLAIMED PRIORITY OF OCTOBER 13, 1917 TO 0.92 CFS OF GROUND WATER AND WATER RIGHT NO. 31-2337 WITH A CLAIMED PRIORITY OF NOVEMBER 23, 1954 TO 1.88 CFS OF GROUND WATER AND WATER RIGHT NO. 31-63L WITH

**MORTGAGE
(Continued)**

Page 2

Loan No: 3012100813/12

A CLAIMED PRIORITY OF MAY 1, 1928 TO .038 CFS OF GROUND 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, INCLUDING BUT NOT LIMITED TO PUMPS, PIPE, CASING, MOTOR AND ELECTRICAL PANELS AND ACCESSORIES TO EACH INCLUDING BUT NOT LIMITED TO 2- 1300 FEET 8 TOWER ZIMMATIC CENTER PIVOTS SERIAL NO. L93312 AND 93328 AND 1- 160 HP GE ELECTRIC PUMP MOTOR WITH A JOHNSON PUMP, 1 ZIMMATIC 7 TOWER PIVOT, 6 HAND-LINES, 1 1- 70HP U.S. ELECTRIC PUMP MOTOR WITH JOHNSON PUMP

The Real Property or its address is commonly known as No Known Address, Hamer, ID 83425. The Real Property tax identification number is RP07N36E229110, RP07N36E270020, RP08N36E215440, RP06N36E016000, RP06N36E029000, RP06N36E110001, RP06N36E123000, RP07N36E229110, , and RP07N36E270020.

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 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.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Borrower and Grantor agree that Borrower's and 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.

Duty to Maintain. Grantor shall maintain the Property in tenable 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 Mortgage. 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 Mortgage 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 Mortgage, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Mortgage 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 Mortgage.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Idaho law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for



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 26, 2016

DL Evans Bank
PO Box 87
Twin Falls ID 83303

RE: Notice of Security Interest in a Water Right 31-63K, 31-62K, 31-62L, 31-63L and 31-2337

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 an 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: Dan Murdock
Steve Murdock
Aaron Milton Thompson JR